CITY COMMISSION AND CRA BOARD MEETING AGENDA

Monday, July 13, 2026 at 6:00 PM

Historic City Hall, Commission Chambers – 225 East Main Street, Suite 105

www.cityofwauchula.gov

INVOCATION

PLEDGE OF ALLEGIANCE

CALL TO ORDER

ROLL CALL

APPROVAL OF AGENDA

MINUTES FOR APPROVAL

1. Minutes for 6/1/2026 Commission Workshop and 6/8/2026 Commission Meeting

   Recommended Action: Commission's Approval

PUBLIC COMMENT / NON-AGENDA ITEMS

PRESENTATIONS

2. WPD Swearing In - Officer Volney Glenn
3. September 30, 2025 Audit Presentation

   Recommended Action: Commission's Approval

ORDINANCES / PUBLIC HEARINGS

4. Ordinance 2026-10 PUD for Sheriff's Office Complex & Detention Facility - Final Reading

   Recommended Action: Commission's Discretion

CITY MANAGER / NON-CONSENT

5. Power Cost Adjustment
6. Firearm Surplus and Transfer Request

   Recommended Action: Commission's Discretion
7. Designating a Voting Delegate for the FLC 2026 Annual Conference

   Recommended Action: Commission's Discretion
8. ITB 26-03 WMA Fuel Farm & Generator Project Award Recommendation

   Recommended Action: Commission's Discretion
9. Recommendations on Senior Center Site

   Recommended Action: Commission's Discretion

10. Peace River Park Rules & Regulations

    Recommended Action: Commission's Discretion

11. RFQ 26-02 Professional Engineering Services - Airport Deepwater Well Project

    Recommended Action: Commission's Discretion

12. Resolution 2026-14 Proposed Millage Rate for FY 26-27

    Recommended Action: Commission's Discretion

CONSENT AGENDA

13. Resolution 2026-13 Variance for Gardens at Midtown
14. ITB 26-05 Wauchula Municipal Airport Rotating Beacon Project
15. RFP 26-01 Award Recommendation (Grant Administration Services)
16. RFQ 26-01 Award Recommendation (Professional Engineering Services)

    Recommended Action: Commission's Approval on Items 13-16

CITY ATTORNEY REPORTS

CITY MANAGER REPORT

CITY COMMISSIONER REPORTS

RECESS COMMISSION MEETING – CONVENE CRA BOARD MEETING

CRA AGENDA

17. Approval of Minutes for 6/1/2026 CRA Workshop, and 6/8/2026 CRA Meeting

    Recommended Action: Board’s Approval

18. CRA RFP 26-02 Permanent Outdoor Sound System Award Recommendation

    Recommended Action: Board's Approval

ADJOURN CRA BOARD MEETING – RECONVENE COMMISSION MEETING

19. Approval of CRA Board Actions

    Recommended Action: Commission’s Approval

REMINDERS

ADJOURNMENT

CITY COMMISSION AND CRA BOARD WORKSHOP MINUTES

Monday, June 01, 2026 at 5:00 PM

Historic City Hall, Commission Chambers – 225 East Main Street, Suite 105

www.cityofwauchula.gov

INVOCATION

PLEDGE OF ALLEGIANCE

CALL TO ORDER

Nadaskay called the workshop to order at 5:00 pm.

ROLL CALL

PRESENT
Commissioner Anne Miller
Mayor Pro Tem Russell Smith
Mayor Keith Nadaskay
Commissioner Sherri Albritton
Commissioner Gary Smith

STAFF PRESENT
City Manager Olivia Minshew
Deputy City Manager John Eason
Assistant City Manager Sandee Braxton
City Clerk Stephanie Camacho
Code Enforcement Officer Raina Bergens
CRA Director Jessica Newman
Community Development Director Kyle Long
Director of Project Management and Procurement Ward Grimes
Chief of Police Ron Curtis

OPEN COMMISSION WORKSHOP

Nadaskay opened the City Commission workshop.

1. WPD Swearing In - Officer Maria Quinones

   Curtis introduced Officer Maria Quinones and swore her in to office.

2. Code Enforcement Updates

   Bergens reviewed the open and closed code enforcement cases since the last update.

3. Discussion re Flooring at the Depot

   Kaylee Webb - Hardee County Chamber of Commerce

   Webb addressed the Commission and presented a flooring concept, modified from May's meeting. A representative from the flooring company was present to answer

questions. He stated the new concept was a concrete overlay and had a variety of color options. Webb explained the safety issues with the current floor and stated this new floor would eliminate those concerns.

The Commission request Long present the concept to the Historic Preservation Board at their 6/22/26 meeting to get their recommendation and bring the item back at the July workshop.

4. Ordinance 2026-10 PUD for Sheriff's Office Complex & Detention Facility

   Marisa Barmby - Central Florida Regional Planning Council
   Barmby presented the staff report for the zoning request from the Hardee County BOCC. The request was to zone the property as Planned Unit Development (PUD) and Agriculture (AG). Barmby reviewed the applicant's master development plan, noting the concept was only a draft due to timeline constraints and changes were expected to be made.

   Bo Conerly - Kimley Horn
   Conerly answered questions from the Commission.

   Barmby stated the Planning & Zoning Board would hear the ordinance at their 6/15/26 meeting and confirmed changes to the master development plan could be made between first and second reading.

   Mark Gilliard - 932 Heardbridge Rd
   Gilliard addressed the Commission and asked them to consider the buffer between the detention facility and the residential area on Heardbridge Rd. He also asked for consideration on potential drainage issues and dumpster locations.

5. RFI 26-01 Potential Sites for Senior Center

   Long addressed the Commission, explaining the grant funds received and the constraints with the current location. He stated staff felt it would be best to look for a different location. Long presented the document and reviewed the criteria proposed by staff.

6. ITB 26-02 Award Recommendation

   Long presented the recommendation to award the bid to Excavation Point. Long pointed out that the engineer did note there were some insurance inconsistencies in the auto coverage however, after reviewing with the City attorney, it was determined the overall insurance limits would cover any potential issues.

7. Resolution 2026-12 Wauchula Deepwell Potable Water and Fire Safety Improvements

   Eason presented the resolution for the grant agreement with FDEP in the amount of $1,332,938.00.

8. Discussion re Red Light Cameras

   Curtis provided information to the Commission regarding the topic. Curtis stated the cost for these cameras is very expensive and shared some concerns regarding not being able to recoup enough fees to cover the rental of the equipment. Curtis stated there is a current traffic study being conducted to see if there may be a need however, a previous study did not support the program.

9. Discussion to Reserve July 6, 2026 at 4:00 pm for Budget Workshop

   Minshew requested to reserve the date and time for budget workshop and also advertise for a regular workshop if needed.

10. September Workshop Consideration - Labor Day

    The Commission preferred to cancel the regular workshop for September.

CITY ATTORNEY REPORTS

No report.

CITY MANAGER REPORT

Report given.

CITY COMMISSIONER REPORTS

No report.

CLOSE COMMISSION WORKSHOP

Nadaskay closed the City Commission workshop.

OPEN CRA WORKSHOP

Nadaskay opened the CRA workshop.

11. CRA RFP 26-02 Permanent Outdoor Sound System

    Newman presented the document to receive bids for the design and installation of a permanent outdoor sound system at the Heritage Park pavilion.

REMINDERS

ADJOURNMENT

With no further business to discuss, Nadaskay adjourned the workshop at 7:22 pm.

CITY COMMISSION AND CRA BOARD MEETING MINUTES

Monday, June 08, 2026 at 6:00 PM

Historic City Hall, Commission Chambers – 225 East Main Street, Suite 105

www.cityofwauchula.gov

INVOCATION

PLEDGE OF ALLEGIANCE

CALL TO ORDER

Mayor Nadaskay called meeting to order @ 6:01pm

ROLL CALL

PRESENT
Commissioner Anne Miller
Mayor Pro Tem Russell Smith
Mayor Keith Nadaskay
Commissioner Sherri Albritton
Commissioner Gary Smith

STAFF
Olivia Minshew, City Manager
John Eason, Deputy City Manager
Sandee Braxton, Finance Director-Assistant City Manager
Melodie D. Kincaid, Deputy City Clerk
Ward Grimes, Director of Project Management and Procurement
Jessica Newman, CRA Director
Kyle Long, Community Development Director
Mr. Braddock, Director of Support Services & Internal Auditing
Ron Curtis, City of Wauchula Chief of Police
Kristie Hatcher-Bolin, City Attorney

APPROVAL OF AGENDA

Motion made by Commissioner Smith, Seconded by Commissioner Miller.
Voting Yea: Commissioner Miller, Mayor Pro Tem Smith, Mayor Nadaskay, Commissioner Albritton, Commissioner Smith

MINUTES FOR APPROVAL

1. Minutes for 5/4/2026 Commission Workshop and 5/11/2026 Commission Meeting

   Recommended Action: Commission's Approval

   Motion made by Commissioner Miller, Seconded by Commissioner Smith.
   Voting Yea: Commissioner Miller, Mayor Pro Tem Smith, Mayor Nadaskay, Commissioner Albritton, Commissioner Smith

PUBLIC COMMENT / NON-AGENDA ITEMS

None at this time

PRESENTATIONS

2. Proposed Constitutional Amendment - Kathy Crawford, Hardee County Property Appraiser

   Kathy Crawford of Hardee County Property Appraiser
   presented Florida Legislature passes historic $250k increased from $50k property tax assessment
   Exemption - the Amendment Benefits were read

   Crawford discussed where the impacts will be, who qualifies, etc.
   She read the constitutional amendment that will take effect Jan 1, 2027

   The exemption applies to Non-school levies only, school board ad valorem taxes are not affected.

   There are 2 categories of "residents" - Longtime Florida Residents and New Florida residents

   Restrictions on the uses of Ad Valorem Tax, The amendement required cities and counties to use property tax revenue for these critical functions; Public Safety, Education, Infrastructure, Government Operations

   Small Businesses, limiting assessment increases, current law is 10%, new amendment assessment capped at 5% annually beginning Jan 1, 2027

   Measure will appear on the ballot Nov 2026

   Presented 2025 Taxable Value, Homestead Value/Non-Homestead Real Property and Tangible

   Crawford spoke on some standard Q & A's

ORDINANCES / PUBLIC HEARINGS

3. Ordinance 2026-10 PUD for Sheriff's Office Complex & Detention Facility - First Reading

   Recommended Action: Commission's Discretion

   Hatcher-Bolin read ordinance 2026-10 by title only.

   Marisa Barmby - Central Florida Regional Planning Council
   Barmby provided the staff report and reviewed the proposed master development plan.

   Lunz group provided answers to the boards concerns.

   Barmby reviewed the PUD conditions with the Commission and provided landscape standards and buffer requirements.

   Miller has concerns about landscaping and lighting
   Barmby went over Public Facilities and Service Analysis. to be reviewed and voted on

by Planning and Zoning Board Meeting Monday June 15, 2026

The following conditions were asked to be approved by the Commission:
Condition 4 – 50% recreation shall not be provided
Condition 6(C) - Eastern boundary Buffer Yard D, 30' wide with 8 tree and 12 shrubs per 100 Condition 7 – opaque fence shall be 12-20' tall and will allow razor wire
Condition 12 – Lighting will be minimized to the greatest extent possible to limit impacts on surround properties.

Motion made by Albritton to approve Ordinance 2026-10 on first reading with the above conditions. Motion seconded by Commissioner Smith.
Voting Yea: Commissioner Miller, Mayor Pro Tem Smith, Mayor Nadaskay, Commissioner Albritton, Commissioner Smith

Public Comments
Mark Gilliard - 932 Heard bridge Rd
Gilliard shared concerns specific about lighting and buffering.

Sheriff Crawford was present and shared his thoughts regarding this project.

RECESS COMMISSION MEETING – CONVENE GENERAL PENSION BOARD MEETING

GENERAL PENSION BOARD AGENDA

4. Approval of Minutes for 4/13/2026 General Pension Board Meeting

   Recommended Action: Board's Approval

   Motion made by Commissioner Albritton, Seconded by Commissioner Miller.
   Voting Yea: Commissioner Miller, Mayor Pro Tem Smith, Mayor Nadaskay, Commissioner Albritton, Commissioner Smith

5. Ordinance 2026-11 Cost of Living Adjustment for Retirees - First Reading

   Recommended Action: Board's Discretion

   Hatcher-Bolin read the ordinance by title only.

   Braxton explained the request to authorize a one-time 3% cost of living increase for eligible retirees.

   Motion made by Commissioner Smith, Seconded by Commissioner Albritton.

   Voting Yea: Commissioner Miller, Mayor Pro Tem Smith, Mayor Nadaskay, Commissioner Albritton, Commissioner Smith

6. Pension Quarterly Financial Update

   Recommended Action: Board's Approval

   Braxton presented the quarterly financial report.

   Motion made by Commissioner Smith, Seconded by Commissioner Albritton.
   Voting Yea: Commissioner Miller, Mayor Pro Tem Smith, Mayor Nadaskay, Commissioner Albritton, Commissioner Smith

7. Approve Expected Rate of Return of Pension Fund

   Recommended Action: Board's Approval

   Braxton addressed the Board and requested to keep the 6.75% expected rate of return.

   Motion made by Mayor Pro Tem Smith, Seconded by Commissioner Albritton.

Voting Yea: Commissioner Miller, Mayor Pro Tem Smith, Mayor Nadaskay, Commissioner Albritton, Commissioner Smith

8. Accept General Pension and OPEB Valuations

   Recommended Action: Board's Approval

   Braxton presented the report to the Board.

   Motion made by Commissioner Smith, Seconded by Commissioner Albritton.
   Voting Yea: Commissioner Miller, Mayor Pro Tem Smith, Mayor Nadaskay, Commissioner Albritton, Commissioner Smith

ADJOURN GENERAL PENSION BOARD MEETING – RECONVENE COMMISSION MEETING

9. Approval of General Pension Board Actions

   Recommended Action: Commission's Approval

   Motion made by Commissioner Albritton, Seconded by Commissioner Miller.
   Voting Yea: Commissioner Miller, Mayor Pro Tem Smith, Mayor Nadaskay, Commissioner Albritton, Commissioner Smith

CITY MANAGER / NON-CONSENT

10. Power Cost Adjustment

    Minshew presented the May power cost adjustment.

11. Consideration re Flooring at the Train Depot

    Recommended Action: Commission's Discretion

    Krystin Chapman, President of the Hardee County Chamber presented materials for the proposed flooring at the Wauchula Train Depot

    S. Albritton requested a vote to keep existing floor and fix what needs to be fixed.

    Motion to approve by R. Smith
    Second by G. Smith
    Likes the smooth image
    Nadaskay doesn't like what R. Smith and G. Smith agreed on

    Voting on smooth floor image
    A. Miller, no
    R. Smith, yes
    Nadadasky, no
    G. Smith, yes
    S. Albritton, no
    Did not pass

    S. Albritton made a motion to move this item to July and get more discussion from Historic Preservation Office
    Second - None

    A. Miller motioned to approve the image with clean surface with mild lines
    Second - None

    G. Smith made a motion to go with first image
    Second by R. Smith

    A. Miller, yes

R. Smith, yes
Nadaskay, no
S. Albritton, no
G. Smith, yes
The Board Agreed and passed on the first image

Nadaskay recessed the Commission meeting at 9:01pm

Nadaskay reconvened the Commission meeting at 9:10pm

12. Orange Data - Service Agreement for Lien Search

    Recommended Action: Commission's Discretion

    David Jones with Orange Data was present via Zoom
    O. Minshew presented the agreement that would allow a third-party company to perform lien search requests on behalf of the City.

    Motion made by Commissioner Albritton, Seconded by Commissioner Miller.
    Voting Yea: Commissioner Miller, Mayor Pro Tem Smith, Mayor Nadaskay, Commissioner Albritton, Commissioner Smith

13. ITB 26-01 Award Recommendation

    Recommended Action: Commission's Discretion

    J. Eason presented the recommendation to award for the Design/Build 10-Unit T-Hangers project to EO Koch Construction.

    Nadaskay declared a voting conflict.

    Motion made by Commissioner Albritton, Seconded by Mayor Pro Tem Smith.
    Voting Yea: Commissioner Miller, Mayor Pro Tem Smith, Commissioner Albritton, Commissioner Smith
    Voting Abstaining: Mayor Nadaskay

14. ITB 26-04 Southwest Area Elevated Tower and Water Line Project

    Recommended Action: Commission's Discretion

    J. Eason presented the bid documents for this project.

    Previous approval was to obtain the lease agreement that was agreed 25 yrs @ $10/yr for the first term.
    Council reviewed and made red line changes. The red-line changes are still incorporated in the document, because the consulting engineer has the original document to make those changes, updating the file then it will be ready to go out to bid
    They are holding because the lead engineer is currently not available, they want him to be present
    J. Eason requested board to approve the BID docs with red-lines changes as recommended by council and staff

    Motion made by Commissioner Smith, Seconded by Commissioner Miller.
    Voting Yea: Commissioner Miller, Mayor Pro Tem Smith, Mayor Nadaskay, Commissioner Albritton, Commissioner Smith

CONSENT AGENDA

15. RFI 26-01 Potential Sites for Senior Center
16. ITB 26-02 Award Recommendation

17. Resolution 2026-12 Wauchula Deepwell Potable Water and Fire Safety Improvements
18. Schedule the Budget Workshop for July 6, 2026 at 4:00 pm
19. Cancel September Workshop - Labor Day

    Recommended Action: Commission's Approval on Items 15-19

    Motion made by Commissioner Albritton, Seconded by Mayor Pro Tem Smith.
    Voting Yea: Commissioner Miller, Mayor Pro Tem Smith, Mayor Nadaskay, Commissioner Albritton, Commissioner Smith

CITY ATTORNEY REPORTS

None at this time

CITY MANAGER REPORT

Report given.

CITY COMMISSIONER REPORTS

None at this time

RECESS COMMISSION MEETING – CONVENE CRA BOARD MEETING

CRA AGENDA

20. Approval of Minutes for 5/4/2026 CRA Workshop, and 5/11/2026 CRA Meeting

    Recommended Action: Board's Approval

    Motion made by Commissioner Miller, Seconded by Commissioner Albritton.
    Voting Yea: Commissioner Miller, Mayor Pro Tem Smith, Mayor Nadaskay, Commissioner Albritton, Commissioner Smith

21. CRA RFQ 26-02 Construction Manager at Risk Services

    Recommended Action: Board's Discretion

    Newman presented the bid documents for the life safety phase of auditorium renovations.

    Motion made by Commissioner Albritton, Seconded by Commissioner Smith.
    Voting Yea: Commissioner Miller, Mayor Pro Tem Smith, Mayor Nadaskay, Commissioner Albritton, Commissioner Smith

22. CRA RFP 26-02 Permanent Outdoor Sound System

    Recommended Action: Board's Approval

    Motion made by Commissioner Albritton, Seconded by Mayor Pro Tem Smith.
    Voting Yea: Commissioner Miller, Mayor Pro Tem Smith, Mayor Nadaskay, Commissioner Albritton, Commissioner Smith

23. Acknowledgement of Using CRA Funds for Hogan St Extension Project (Up to $100,000.00)

    Recommended Action: Board's Approval

    Motion made by Commissioner Smith, Seconded by Mayor Pro Tem Smith.
    Voting Yea: Commissioner Miller, Mayor Pro Tem Smith, Mayor Nadaskay, Commissioner Albritton, Commissioner Smith

ADJOURN CRA BOARD MEETING – RECONVENE COMMISSION MEETING

24. Approval of CRA Board Actions

    Recommended Action: Commission's Approval

Motion made by Commissioner Miller, Seconded by Mayor Pro Tem Smith.
Voting Yea: Commissioner Miller, Mayor Pro Tem Smith, Mayor Nadaskay, Commissioner Albritton, Commissioner Smith

REMINDERS

ADJOURNMENT

With no further business to discuss, Nadaskay adjourned the meeting at 9:25 pm.

CITY OF WAUCHULA, FLORIDA

FINANCIAL STATEMENTS

AND SUPPLEMENTARY INFORMATION

SEPTEMBER 30, 2025

CITY OF WAUCHULA, FLORIDA
FINANCIAL STATEMENTS AND SUPPLEMENTARY INFORMATION

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INDEPENDENT AUDITOR'S REPORT

To the Honorable City Commission
City of Wauchula, Florida

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Wauchula, Florida (City) as of and for the year ended September 30, 2025, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City as of September 30, 2025, and the respective changes in financial position, and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibility for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists.

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SARASOTA 1515 Ringling Boulevard, Suite 900 Sarasota, FL 34236 ph 941.954.4040
TAMPA 101 East Kennedy Boulevard, Suite 1460 Tampa, FL 33602 ph 813.490.4490
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The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

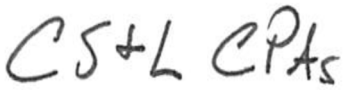
Accounting principles generally accepted in the United States of America require that the management's discussion and analysis; budgetary comparison information; schedules of changes in net pension liability and related ratios, contributions, notes to required supplementary information, annual money-weighted rate of return on investments; schedules of changes in the City's net other post-employment benefit liability and related ratios, contributions, and investment returns as listed in the table of contents be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The accompanying other supplementary information as listed in the table of contents, and the schedule of expenditures of federal awards and state financial assistance as required by Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* and the Florida Single Audit Act and Chapter 10.550, Rules of the Auditor General, are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the other supplementary information and the schedule of expenditures of federal awards and state financial assistance are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated June 19, 2026, on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.



CS&L CPAs, P.A.

June 19, 2026
Bradenton, Florida

MANAGEMENT'S DISCUSSION AND ANALYSIS

As management of the City of Wauchula, Florida (the City), we offer readers of the City's financial statements this narrative overview and analysis of the financial activities of the City for the fiscal year ended September 30, 2025. We encourage readers to consider the information presented here in conjunction with the basic financial statements.

Financial Highlights

- The assets and deferred outflows of resources of the City exceeded its liabilities and deferred inflows of resources at the close of the most recent fiscal year by $66,493,365 (net position).
- The government's total net position increased by $6,275,508 during the year.
- The net post-employment benefit plan liability recognized under GASB Statement No. 75, *Financial Reporting and Accounting for Post-employment Benefit Plans Other Than Pensions* continues to impact the City. The net OPEB liability at year end is $4,831,210, which increased $1,006,631 over prior year. The liability is based on an actuarially calculated amount. During 2016, the City established an Other Post-employment Benefit (OPEB) Trust Fund to reduce the related liability over time. At September 30, 2025, the trust fund balance was $657,598.
- As of the close of the current fiscal year, the City's governmental funds reported ending fund balances of $5,191,790, an increase of $548,997 in comparison with the prior year. Of this amount, unassigned fund balance represents $2,765,769.

Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to the City's basic financial statements. The City's basic financial statements comprise three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

Government-wide financial statements. The government-wide financial statements are designed to provide readers with a broad overview of the City's finances, in a manner similar to a private-sector business.

The statement of net position presents information on all of the City's assets and deferred outflows of resources and liabilities and deferred inflows of resources, with the difference reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the City is improving or deteriorating.

The statement of activities presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported in a manner similar to the approach used by private-sector business in that revenues are recognized when earned or established criteria are satisfied and expenses reported when incurred. Accordingly, revenues are reported even when they may not be collected for several months after the end of the year and expenses are reported even though they may not have used cash during the current fiscal year.

Both of the government-wide financial statements distinguish functions of the City that are principally supported by taxes and intergovernmental revenues (governmental activities) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (business-type activities).

The governmental activities of the City include general government, police department, highways and streets and culture/recreation. The business-type activities of the City include electric, water, sewer, and sanitation services, as well as the airport operations.

The government-wide financial statements can be found on pages 11 and 12 of this report.

Fund financial statements: Funds are a group of self-balancing accounts. Funds are used to account for specific activities of the City. The City, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the City can be divided into three categories: governmental funds, proprietary funds, and fiduciary funds.

Governmental funds. Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The governmental funds used by the City are the general fund and a special revenue fund. Information is presented separately in the governmental funds balance sheet and in the governmental funds statement of revenues, expenditures, and changes in fund balances for the general fund and special revenue fund.

The City adopts an annual appropriated budget for its governmental funds. A budgetary comparison statement has been provided for these funds to demonstrate compliance with the budget.

The basic governmental fund financial statements, including reconciliations, can be found on pages 13 through 16 of this report.

Proprietary funds: The City utilizes enterprise funds. Enterprise funds are used to report the same functions presented as business-type activities in the government-wide financial statements. The City's enterprise funds consist of the electric fund, water and sewer fund, airport fund, and the sanitation fund.

The basic proprietary fund financial statements can be found on pages 17 through 20 of this report.

Fiduciary Funds

Fiduciary funds are used to account for resources held for the benefit of parties outside the government. Fiduciary funds are not reflected in the government-wide financial statements because the resources of those funds are not available to support the City's own programs.

The accounting used for fiduciary funds is much like that used for proprietary funds.

The basic fiduciary fund financial statements can be found on pages 21 and 22 of this report.

Notes to the financial statements: The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes should be read in conjunction with the financial statements.

Other information: In addition to the basic financial statements and accompanying notes, this report also presents certain required supplementary information concerning the City's general fund and special revenue fund budgetary comparisons, as well as pension and other post-employment benefits information. Required supplementary information is listed in the table of contents.

Government-wide Financial Analysis

The following table presents a condensed statement of net position as of September 30, 2025 with comparative totals as of September 30, 2024.

	Governmental Activities		Business-Type Activities		Total	
	2025	2024	2025	2024	2025	2024
Current and other assets	$ 9,888,987	$ 8,983,717	$ 15,364,538	$ 14,709,950	$ 25,253,525	$ 23,693,667
Capital assets (net of depreciation)	16,009,630	14,151,199	40,270,444	38,480,744	56,280,074	52,631,943
Total assets	25,898,617	23,134,916	55,634,982	53,190,694	81,533,599	76,325,610
Deferred outflows of resources	1,616,764	2,052,300	1,697,167	2,127,492	3,313,931	4,179,792
Long-term liabilities outstanding						
Debt	19,626	73,313	3,032,065	3,176,537	3,051,691	3,249,850
Lease liability	817	5,280	-	-	817	5,280
Compensated absences	196,267	230,439	180,570	198,986	376,837	429,425
OPEB liability	2,379,360	1,896,730	2,451,850	1,927,849	4,831,210	3,824,579
	2,596,070	2,205,762	5,664,485	5,303,372	8,260,555	7,509,134
Other liabilities	1,093,662	1,612,382	2,349,562	3,341,811	3,443,224	4,954,193
Total liabilities	3,689,732	3,818,144	8,014,047	8,645,183	11,703,779	12,463,327
Deferred inflows of resources	3,674,274	4,329,897	2,976,112	3,549,192	6,650,386	7,879,089
Net position:						
Net investment in capital assets	15,989,957	14,077,628	37,269,519	33,916,159	53,259,476	47,993,787
Restricted	2,389,272	1,905,434	2,026,370	2,023,328	4,415,642	3,928,762
Unrestricted	1,772,146	1,056,113	7,046,101	7,184,324	8,818,247	8,240,437
Total Net Position	**$ 20,151,375**	**$ 17,039,175**	**$ 46,341,990**	**$ 43,123,811**	**$ 66,493,365**	**$ 60,162,986**

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. In the case of the City, assets and deferred outflows of resources exceeded liabilities and deferred inflows of resources by $66,493,365 at the close of September 30, 2025.

The City's net position includes net investment in capital assets of $53,259,476, which reflect its capital assets (e.g., land, buildings and improvements in infrastructure, machinery, and equipment), net of depreciation, less any related debt used to acquire those assets that are still outstanding. The City uses these capital assets to provide services to its citizens; consequently, these assets are *not* available for future spending. Although the City's investment in capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities. An additional portion of the City's net position, $4,415,642, represents resources that are subject to external restrictions on how they may be used. The balance of *unrestricted net position* is $8,818,247.

The following is a summary of the changes in net position for the year ended September 30, 2025, with comparative totals for the year ended September 30, 2024.

	Governmental Activities		Business-Type Activities		Total	
	2025	2024	2025	2024	2025	2024
Revenues:						
Program Revenues:						
Charges for services	$ 221,289	$ 293,123	$ 13,900,700	$ 13,086,686	$ 14,121,989	$ 13,379,809
Operating grants and contributions	133,026	93,116	88,389	-	221,415	93,116
Capital grants and contributions	1,700,186	2,046,997	3,303,978	9,511,155	5,004,164	11,558,152
General revenues:						
Taxes	3,725,686	3,523,917	-	-	3,725,686	3,523,917
Transfers	2,012,702	1,966,821	(2,012,702)	(1,966,821)	-	-
Other	291,189	92,959	602,282	456,519	893,471	549,478
Total revenues	8,084,078	8,016,933	15,882,647	21,087,539	23,966,725	29,104,472
Expenses:						
General government	2,340,620	2,167,553	-	-	2,340,620	2,167,553
Police department	1,929,174	1,863,082	-	-	1,929,174	1,863,082
Highways and streets	450,405	563,439	-	-	450,405	563,439
Culture and recreation	282,384	588,500	-	-	282,384	588,500
Interest on long-term debt	1,923	4,562	-	-	1,923	4,562
Water	-	-	1,655,029	1,540,621	1,655,029	1,540,621
Sewer	-	-	1,880,124	1,808,822	1,880,124	1,808,822
Electric	-	-	7,132,353	6,402,505	7,132,353	6,402,505
Airport	-	-	1,015,412	689,000	1,015,412	689,000
Sanitation	-	-	1,003,793	984,279	1,003,793	984,279
Total expenses	5,004,506	5,187,136	12,686,711	11,425,227	17,691,217	16,612,363
Change in Net Position	3,079,572	2,829,797	3,195,936	9,662,312	6,275,508	12,492,109
Net Position - Beginning, original	17,039,175	14,209,378	43,123,811	33,461,499	60,162,986	47,670,877
Change in accounting principle	32,628	-	22,243	-	54,871	-
Net Position - Beginning, as restated	17,071,803	14,209,378	43,146,054	33,461,499	60,217,857	47,670,877
Net Position - Ending	**$ 20,151,375**	**$ 17,039,175**	**$ 46,341,990**	**$ 43,123,811**	**$ 66,493,365**	**$ 60,162,986**

Effective October 1, 2024, the City adopted GASB No. 101, Compensated Absences, which restated beginning net position by $54,871 in total.

Governmental activities: Governmental activities increased the City's net position by $3,079,572. Compared to the prior year, revenues increased $67,145, primarily due to decreases in capital grants and contributions of $346,811, offset by an increase in taxes of $201,769. Expenses decreased over the prior year by $182,630, due to changes from pension and OPEB valuations.

Business-type activities: Business-type activities increased the City's net position by $3,195,936. Compared to the prior year, revenues decreased $5,204,892, primarily due to decreases in capital grants and contributions of $6,207,177, offset by an increase in charges for services of $814,014. Expenses decreased by $1,264,484 compared to the prior year. The increase was largely due to increases in purchased power of $487,287, personnel costs of $236,322 and operating costs of $375,880.

Financial Analysis of the Government's Funds

As noted earlier, the City uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental funds. The focus of the City's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the City's financing requirements. In particular, unassigned fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

As of the end of the current fiscal year, the City's general fund reported an ending fund balance of $2,872,040, an increase of $75,829 in comparison with the prior year. $2,765,769 of total fund balance constitutes unassigned fund balance. The remainder of fund balance is either non-spendable for inventory or restricted to indicate that it is not available for new spending because it has already been restricted for the police department, culture/recreation, and storm disaster.

Activity during the current fiscal year included the following key components:

- Total general fund revenues increased by $1,062,534 as a result of an increase in taxes of $127,104 and grant revenues of $1,035,840.

- The general fund expenditures increased by $1,379,110 due mainly to increases in capital outlay largely related to grants of $1,317,265.

As of the end of the current fiscal year, the City's special revenue fund (CRA) reported an ending fund balance of $2,319,750, an increase of $473,168 from the prior year. All of the fund balance is restricted to activities of the Community Redevelopment Agency. Total revenues decreased $1,213,566 as a result of a decrease in grants of $1,342,741 offset by an increase in taxes of $87,285. Expenditures decreased $1,440,574 largely due to capital outlay related to projects within the CRA area.

Proprietary funds. The City's proprietary funds provide the same type of information found in the business-type activities of the government-wide financial statements, but in more detail. See the discussions above for the business-type activities.

Fiduciary funds. The City's pension trust include defined benefit pension plans and the OPEB trust fund. At year end, assets totaled $31,667,325, which is an increase from the prior year of $1,912,633. This was mainly due to market results in 2025 compared to 2024. For more information on these plans see Notes 4 and 5.

Governmental Fund Budgetary Highlights

General Fund

The original budgeted revenues were $3,130,621, which were amended to $5,190,800. The increase was related to expected grant revenues. The original budgeted expenditures were $4,608,190, which were amended to $6,668,369. The increase was related largely to capital outlay based on expected grant revenues. Total other financing sources (uses) were budgeted at $1,477,569 and were not amended.

Actual revenues were less than budgeted revenues by $160,355 which was largely due to grant revenues. Actual expenditures were less than budget by $148,973 due to general government and police department variances. Actual other financing sources were $87,211 greater than budgeted.

Special Revenue Fund

The original budgeted revenues of the CRA were $3,671,121 and were not amended during the year. Original budgeted expenditures $5,483,446 and were not amended during the year. Other financing sources were budgeted at $1,812,325 and were not amended during the year.

Actual revenues were under budget by $2,726,285 due to grant revenues that were not realized in the current year. Similarly, actual expenditures were less than budgeted by $4,476,626 due mainly to less grant related capital outlay expenditures than expected. Transfers in/out were less than final budget by $1,277,173.

Capital Assets and Debt Administration

Capital assets. The City's capital assets for its governmental-type and business-type activities as of September 30, 2025, amounted to $56,280,844 (net of accumulated depreciation). Capital assets includes land, buildings and improvements, electrical distribution system, sewer system improvements, water system improvements, machinery and equipment, and construction in progress.

Capital Assets (Net of Depreciation)

	Governmental Activities		Business-Type Activities		Total	
	2025	2024	2025	2024	2025	2024
Land	$ 731,652	$ 731,652	$ 1,184,493	$ 1,184,493	$ 1,916,145	$ 1,916,145
Building and improvements	11,899,460	11,164,028	6,674,212	7,382,029	18,573,672	18,546,057
Electrical distribution system	-	-	2,964,370	3,150,250	2,964,370	3,150,250
Water system improvements	-	-	14,656,206	8,925,487	14,656,206	8,925,487
Machinery and equipment	1,069,298	1,120,224	2,784,656	2,654,878	3,853,954	3,775,102
Lease assets	770	5,022	-	-	770	5,022
Construction in progress	2,309,220	1,135,295	12,006,507	15,183,607	14,315,727	16,318,902
Total	$ 16,010,400	$ 14,156,221	$ 40,270,444	$ 38,480,744	$ 56,280,844	$ 52,636,965

Significant capital asset activity included water system improvements.

Additional information on the City's capital assets can be found in note 2.

Long-Term Debt. At the end of the current fiscal year, the City had total long-term debt outstanding of $3,052,130. The City's debt represents bonds secured solely by specified revenue sources, as well as notes payable and lease liabilities.

Long-Term Debt

	Governmental Activities		Business-Type Activities		Total	
	2025	2024	2025	2024	2025	2024
Bonds payable (net of deferred charges)	$ -	$ -	$ 986,000	$ 1,220,000	$ 986,000	$ 1,220,000
Notes payable	19,626	73,313	2,046,065	1,956,537	2,065,691	2,029,850
Lease liabilities	817	5,280	-	-	817	5,280
Total	$ 20,443	$ 78,593	$ 3,032,065	$ 3,176,537	$ 3,052,508	$ 3,255,130

The City added $211,976 of debt and paid down principal of $414,598 on its debt obligations.

Additional information on the City's long-term debt can be found in note 2.

Pension and OPEB (Other Post-Employment Benefits)

Both General Employee and Police Pension Funds experienced an increase in portfolio balances at fiscal year-end September 30, 2025. The balances are $26,559,000 and $4,411,252 respectively. Contributions to the General Fund Employee Pension Fund are from employees and the City (employer) as well as the profits from investment strategies in the fund's portfolio. The contributions to the Police Pension Fund are from the Casualty Loss Premium Tax payment from the state and profitable investment strategies in the pension fund's portfolio.

Although there is currently no requirement to fund the OPEB liability, the City has decided to divert funds, when budget allows, to this fund to begin to reduce the unfunded liability. The only contributions to the OPEB trust at this time are employer contributions from the City. The City contributed $79,309 to the OPEB trust in fiscal year 2024-2025. During fiscal year 2019-2020 the City began using the funds in the OPEB trust to pay retiree benefits. The total disbursed for 2024-2025 fiscal year was $177,774. Including gains and the prior year balance, the OPEB trust has a funded balance of $657,598 as of September 30, 2025.

In order to maintain the funding status of the General Employee Pension Plan at 96%, the annual required contribution computed by Southern Actuarial Services will be 9.34% for fiscal year 2026. 0% will be deposited into the OPEB trust fund.

Economic Factors and Next Year's Budgets and Rates

The following factors were considered in preparing the City's budget for the 2026 fiscal year:

- An increase in taxable assessed values of over 8% and an increase in the millage rate generating $211,335 in additional ad valorem revenue.
- The property tax millage rate will 5.7710 mills in 2026.
- Annual indexing of rates for solid waste services.
- Year 2 of 5-year plan increasing water and sewer rates.
- The City is restricted in assessing ad valorem tax on only 52% of total property values. Due to government, educational, hospital and other tax-exempt entity property owners, 48% of the properties included in the City limits are not assessed property taxes. Ad valorem tax revenues collected and spent in the General Fund provide only 20% of the monies needed to operate the police department, maintain roads, streets, parks, code enforcement, community redevelopment needs, and other administrative expenses budgeted in the general fund.

With the previous factors considered, the City of Wauchula's budgeted revenue and expenditures for the fiscal year ending September 30, 2026 are $26,563,378. The total budget for the previous fiscal year end September 30, 2025 was $23,649,655. The transfer amount to the general fund increased by just under $74,000 for the budget year 2025-26. There are no discernible or detectable deficiencies reported in level of services provided to the City of Wauchula customers while maintaining the level of this traditionally significant transfer.

Requests for Information

This financial report is designed to provide a general overview of the City of Wauchula, Florida finances for all those with an interest in the government's finances.

Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the City of Wauchula, 126 South 7th Avenue, Wauchula, Florida 33873.

CITY OF WAUCHULA, FLORIDA
STATEMENT OF NET POSITION
SEPTEMBER 30, 2025

	Governmental Activities	Business-type Activities	Total Activities
ASSETS			
Cash and cash equivalents	$ 2,748,647	$ 3,216,404	$ 5,965,051
Receivables, net	311,544	1,988,829	2,300,373
Due from other governments	941,457	3,510,285	4,451,742
Inventory	35,543	1,105,818	1,141,361
Prepaid expenses	1,206	-	1,206
Other assets	-	195	195
Restricted assets:			
Cash	2,721,480	3,210,588	5,932,068
Net pension assets	2,263,448	2,332,419	4,595,867
Lease interest receivables	2,157	-	2,157
Lease receivables	862,735	-	862,735
Right-to-use assets	770	-	770
Capital assets (net of accumulated depreciation)			
Land	731,652	1,184,493	1,916,145
Buildings and improvements	11,899,460	6,674,212	18,573,672
Electrical distribution system	-	2,964,370	2,964,370
Water system improvements	-	14,656,206	14,656,206
Machinery and equipment	1,069,298	2,784,656	3,853,954
Construction in progress	2,309,220	12,006,507	14,315,727
Total Assets	**25,898,617**	**55,634,982**	**81,533,599**
DEFERRED OUTFLOWS OF RESOURCES			
Deferred outflows of pension resources	829,741	855,026	1,684,767
Deferred outflows related to OPEB	787,023	811,001	1,598,024
Deferred charge on refunding of debt	-	31,140	31,140
Total Deferred Outflows of Resources	**1,616,764**	**1,697,167**	**3,313,931**
LIABILITIES			
Accounts payable and other current liabilities	476,083	1,150,899	1,626,982
Accrued interest	-	14,445	14,445
Rate stabilization funds	-	353,564	353,564
Unearned revenue	617,579	-	617,579
Liabilities payable from restricted assets	-	830,654	830,654
Noncurrent liabilities:			
Due within one year	177,457	515,174	692,631
Due in more than one year	2,418,613	5,149,311	7,567,924
Total Liabilities	**3,689,732**	**8,014,047**	**11,703,779**
DEFERRED INFLOWS OF RESOURCES			
Deferred inflows of pension earnings	1,885,713	1,943,174	3,828,887
Deferred inflows related to OPEB	1,002,398	1,032,938	2,035,336
Lease-related inflows of resources	786,163	-	786,163
Total Deferred Inflows of Resources	**3,674,274**	**2,976,112**	**6,650,386**
NET POSITION			
Net investment in capital assets	15,989,957	37,269,519	53,259,476
Restricted	2,389,272	2,026,370	4,415,642
Unrestricted	1,772,146	7,046,101	8,818,247
Total Net Position	**$ 20,151,375**	**$ 46,341,990**	**$ 66,493,365**

The accompanying notes are an integral part of these financial statements.

CITY OF WAUCHULA, FLORIDA
STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED SEPTEMBER 30, 2025

Functions/Programs	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Program Revenues: Capital Grants and Contributions
Governmental activities:				
General government	$ 2,340,620	$ 57,604	$ 20,165	$ -
Police department	1,929,174	79,830	87,861	-
Highways and streets	450,405	81,075	-	688,088
Culture and recreation	282,384	2,780	25,000	1,012,098
Interest on long-term debt	1,923	-	-	-
Total Governmental activities	5,004,506	221,289	133,026	1,700,186
Business-type activities:				
Electric	7,132,353	8,008,204	44,195	454,969
Water	1,655,029	1,470,823	22,097	348,533
Sewer	1,880,124	2,582,345	22,097	1,969,848
Airport	1,015,412	322,255	-	530,628
Sanitation	1,003,793	1,517,073	-	-
Total Business-type activities	12,686,711	13,900,700	88,389	3,303,978
Total government	**$ 17,691,217**	**$ 14,121,989**	**$ 221,415**	**$ 5,004,164**

General revenues:
Property taxes
Franchise taxes
Local option gas tax
Hardee County TIF
One cent sales tax
Sales tax
Other state revenue sharing
Unrestricted investment earnings
Other revenues (expense)
Total general revenues
Transfers
Total general revenues and transfers
Change in net position

Net Position - beginning, as originally stated
Change in accounting principle (Note 1)
Net Position - beginning, as restated
Net Position - ending

Net (expense) Revenue and changes in Net Position		
Governmental Activities	Business -type Activities	Total
$ (2,262,851)	$ –	$ (2,262,851)
(1,761,483)	–	(1,761,483)
318,758	–	318,758
757,494	–	757,494
(1,923)	–	(1,923)
(2,950,005)	–	(2,950,005)
–	1,375,015	1,375,015
–	186,424	186,424
–	2,694,166	2,694,166
–	(162,529)	(162,529)
–	513,280	513,280
–	4,606,356	4,606,356
(2,950,005)	**4,606,356**	**1,656,351**
999,697	–	999,697
692,105	–	692,105
111,936	–	111,936
866,295	–	866,295
563,380	–	563,380
210,124	–	210,124
282,149	–	282,149
172,962	122,395	295,357
118,227	479,887	598,114
4,016,875	602,282	4,619,157
2,012,702	(2,012,702)	–
6,029,577	(1,410,420)	4,619,157
3,079,572	3,195,936	6,275,508
17,039,175	43,123,811	60,162,986
32,628	22,243	54,871
17,071,803	43,146,054	60,217,857
$ 20,151,375	**$ 46,341,990**	**$ 66,493,365**

The accompanying notes are an integral part of these financial statements.

CITY OF WAUCHULA, FLORIDA
BALANCE SHEET
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2025

	General Fund	Special Revenue Fund	Total Governmental Funds
ASSETS			
Cash and cash equivalents	$ 2,748,647	$ -	$ 2,748,647
Accounts receivables (net of allowance)	47,984	-	47,984
Other receivables	93,560	170,000	263,560
Due from other governmental units	455,952	485,505	941,457
Inventory	35,543	-	35,543
Prepaid items	1,206	-	1,206
Restricted Assets:			
Cash and cash equivalents	221,327	2,500,153	2,721,480
Total assets	**$ 3,604,219**	**$ 3,155,658**	**$ 6,759,877**
LIABILITIES			
Liabilities:			
Accounts payable	$ 223,261	$ 189,824	$ 413,085
Retainage payable	11,565	-	11,565
Accrued expenses	49,774	1,659	51,433
Unearned revenue	447,579	170,000	617,579
Total liabilities	732,179	361,483	1,093,662
DEFERRED INFLOWS OF RESOURCES			
Unavailable revenue	-	474,425	474,425
FUND BALANCES:			
Non-spendable	36,749	-	36,749
Spendable:			
Restricted	69,522	2,319,750	2,389,272
Unassigned	2,765,769	-	2,765,769
Total fund balances	2,872,040	2,319,750	5,191,790
Total liabilities, deferred inflows of resources and fund balances	**$ 3,604,219**	**$ 3,155,658**	**$ 6,759,877**

The accompanying notes are an integral part of these financial statements.

CITY OF WAUCHULA, FLORIDA
RECONCILIATION OF THE BALANCE SHEET OF GOVERNMENTAL FUNDS
TO THE STATEMENT OF NET POSITION
SEPTEMBER 30, 2025

Amounts reported for governmental activities in the statement of net position are different because:

Fund Balance – Governmental Fund	$	5,191,790
Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds.		16,009,630
Lease assets used in governmental activities are not financial resources and therefore, are not reported in the governmental funds.		
Lease interest receivables		2,157
Lease receivables		862,735
Right-to-use assets		770
Transactions recorded as revenues in the statement of activities, but did not meet the availability criteria under the modified accrual basis of accounting, and therefore are considered to be deferred charges until available in the fund statements.		474,425
Long-term liabilities, including notes payable, compensated absences, and other post-employment benefits are not due and payable in the current period and therefore are not reported in the funds.		
Notes payable from direct borrowings		(19,626)
Lease liability		(817)
Compensated absences		(196,267)
Other postemployment benefits (OPEB)		(2,379,360)
Long-term assets are not available to pay for current period expenditures and, therefore, are not reported in the funds. This amount represents net pension assets.		2,263,448
Deferred outflows of resources related to the pension plan do not utilize current financial resources and, therefore are not reported in the funds.		829,741
Deferred inflows of resources related to the pension plan are not available current financial resources and, therefore are not reported in the funds.		(1,885,713)
Deferred outflows of resources related to the OPEB plan do not utilize current financial resources and, therefore are not reported in the funds.		787,023
Deferred inflows of resources related to the OPEB plan are not available current financial resources and, therefore are not reported in the funds.		(1,002,398)
Deferred inflows of resources related to the lease are not available current financial resources and, therefore are not reported in the funds.		(786,163)
NET POSITION OF GOVERNMENTAL ACTIVITIES	**$**	**20,151,375**

The accompanying notes are an integral part of these financial statements.

CITY OF WAUCHULA, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2025

	General Fund	Special Revenue Fund	Total Governmental Funds
REVENUES			
Taxes	$ 1,803,738	$ 866,295	$ 2,670,033
Charges for services	131,117	–	131,117
Fines and forfeitures	50,873	–	50,873
Intergovernmental revenue	1,055,653	–	1,055,653
Interest	94,421	78,541	172,962
Licenses and permits	15,240	–	15,240
Grant revenue	1,833,212		1,833,212
Miscellaneous revenues	46,191	–	46,191
Total Revenues	5,030,445	944,836	5,975,281
Expenditures:			
Current:			
General government	1,635,032	398,029	2,033,061
Police department	1,826,078	–	1,826,078
Highways and streets	297,635	–	297,635
Culture/recreation	509,698	–	509,698
Capital outlay	2,195,343	608,791	2,804,134
Debt service:			
Principal retirement	53,687	–	53,687
Interest	1,923	–	1,923
Total Expenditures	6,519,396	1,006,820	7,526,216
Excess (deficiency) of Revenues (Under) Over Expenditures	(1,488,951)	(61,984)	(1,550,935)
OTHER FINANCING SOURCES (USES)			
Proceeds from sale of capital assets	87,230	–	87,230
Transfers in	2,012,702	535,152	2,547,854
Transfers out	(535,152)	–	(535,152)
Total Other Financing Sources (Uses)	**1,564,780**	**535,152**	**2,099,932**
Net Change in Fund Balances	75,829	473,168	548,997
FUND BALANCE - Beginning	2,796,211	1,846,582	4,642,793
FUND BALANCE - Ending	**$ 2,872,040**	**$ 2,319,750**	**$ 5,191,790**

The accompanying notes are an integral part of these financial statements.

CITY OF WAUCHULA, FLORIDA
RECONCILIATION OF THE STATEMENT OF REVENUES,
EXPENDITURES, AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS
TO THE STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED SEPTEMBER 30, 2025

Amounts reported for governmental activities in the statement of activities are different because:		
Net changes in fund balance – total governmental fund	$	548,997
Governmental funds report capital outlays as expenditures. However, in the statement of activities, the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense.		
Capital additions recorded as expenditures in the governmental funds		2,805,044
Loss on disposal of capital assets		(9,469)
Depreciation expense		(937,144)
		1,858,431
Revenues in the statement of activities that do not provide current financial resources as they do not meet the availability criteria and are not reported as revenues in the funds.		
Change in lease interest receivables		(83)
Change in lease receivables		(33,416)
Change in lease-related inflows of resources		51,833
Change in unavailable revenue		474,425
Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds. This amount represents the change in the right-to-use asset.		(4,252)
The repayment of principal of long-term debt consumes current financial resources of governmental funds. However, the transaction has no effect on net position.		53,687
The repayment of lease liabilities consumes current financial resources of governmental funds. However, the transaction has no effect on net position. This amount represents the change in the lease liability.		4,463
Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds. This amount represents the change in other postemployment benefits.		3,069
The effects of long term accounts and pension resources do not provide current financial resources and as such are not recorded in the governmental funds.		120,874
Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds. This amount represents the change in compensated absences.		1,544
CHANGE IN NET POSITION OF GOVERNMENTAL ACTIVITIES	**$**	**3,079,572**

The accompanying notes are an integral part of these financial statements.

CITY OF WAUCHULA, FLORIDA
STATEMENT OF NET POSITION - PROPRIETARY FUNDS
SEPTEMBER 30, 2025

	Business-Type Activities			
	Utility	Airport	Sanitation	Total Enterprise Funds
ASSETS				
Current Assets:				
Cash and cash equivalents	$ 1,940,851	$ 527,662	$ 747,891	$ 3,216,404
Receivables (net of allowance)	1,779,014	2,411	207,404	1,988,829
Due from other governments	3,308,482	201,803	-	3,510,285
Due from other funds	750,000	-	-	750,000
Inventory	1,074,264	14,899	16,655	1,105,818
Other assets	-	195		195
Total current assets	8,852,611	746,970	971,950	10,571,531
Noncurrent Assets:				
Restricted:				
Cash and cash equivalents	3,210,588	-	-	3,210,588
Total restricted assets	3,210,588	-	-	3,210,588
Net Pension Asset	2,078,669	-	253,750	2,332,419
Capital Assets				
Land	230,084	954,409	-	1,184,493
Buildings and improvements	1,015,930	15,108,944	-	16,124,874
Electrical distribution system improvements	9,031,820	-	-	9,031,820
Water and sewer system Improvements	40,872,557	-	-	40,872,557
Machinery and equipment	6,130,265	510,278	1,679,659	8,320,202
Construction in progress	11,018,388	988,119	-	12,006,507
Less accumulated depreciation	(37,417,806)	(8,817,938)	(1,034,265)	(47,270,009)
Total capital assets (net)	30,881,238	8,743,812	645,394	40,270,444
Total noncurrent assets	36,170,495	8,743,812	899,144	45,813,451
TOTAL ASSETS	45,023,106	9,490,782	1,871,094	56,384,982
DEFERRED OUTFLOWS OF RESOURCES				
Deferred outflows of pension resources	762,005	-	93,021	855,026
Deferred outflows related to OPEB	722,770	-	88,231	811,001
Deferred charge on refunding of debt	31,140	-	-	31,140
	1,515,915	-	181,252	1,697,167
LIABILITIES				
Current liabilities:				
Accounts payable	991,695	40,079	27,228	1,059,002
Accrued expense	74,055	12,669	5,173	91,897
Compensated absences	102,005	-	18,375	120,380
Due to other funds	-	750,000	-	750,000
Rate stabilization funds	353,564	-	-	353,564
Total current liabilities	1,521,319	802,748	50,776	2,374,843
Current liabilities payable from restricted assets:				
Accrued interest payable	14,445	-	-	14,445
Customer deposits	830,654	-	-	830,654
Long-term debt payable - current	394,794	-	-	394,794
Total current liabilities payable from restricted assets	1,239,893	-	-	1,239,893
Noncurrent liabilities:				
Compensated absences	51,144	-	9,045	60,189
Net other post-employment benefits liability	2,185,106	-	266,745	2,451,851
Long-term debt payable	2,637,271	-	-	2,637,271
Total noncurrent liabilities	4,873,521	-	275,790	5,149,311
TOTAL LIABILITIES	7,634,733	802,748	326,566	8,764,047
DEFERRED INFLOWS OF RESOURCES				
Deferred inflows of pension earnings	1,731,771	-	211,403	1,943,174
Deferred inflows related to OPEB	920,561	-	112,377	1,032,938
	2,652,332	-	323,780	2,976,112
NET POSITION				
Net investment in capital assets	27,880,313	8,743,812	645,394	37,269,519
Restricted	2,026,370	-	-	2,026,370
Unrestricted	6,345,273	(55,778)	756,606	7,046,101
TOTAL NET POSITION	**$ 36,251,956**	**$ 8,688,034**	**$ 1,402,000**	**$ 46,341,990**

The accompanying notes are an integral part of these financial statements.

CITY OF WAUCHULA, FLORIDA
STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN FUND NET POSITION
PROPRIETARY FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2025

	Business - Type Activities			
	Utility	Airport	Sanitation	Total Enterprise Funds
Operating Revenues:				
Charges for services and fees				
Electric sales	$ 8,008,204	$ -	$ -	$ 8,008,204
Water sales	1,470,823	-	-	1,470,823
Sewer sales	2,582,345	-	-	2,582,345
Airport fuel	-	243,500	-	243,500
Hanger rental	-	78,755	-	78,755
Sanitation	-	-	1,517,073	1,517,073
Total Operating Revenues	**12,061,372**	**322,255**	**1,517,073**	**13,900,700**
Operating Expenses:				
Cost of sales and services				
Personal services	2,623,786	1,516	326,661	2,951,963
Other operating expenses	2,927,203	350,980	463,316	3,741,499
Purchased power	3,555,694	-	-	3,555,694
Amortization	-	-	-	-
Depreciation	1,513,373	662,916	213,816	2,390,105
Total Operating Expenses	**10,620,056**	**1,015,412**	**1,003,793**	**12,639,261**
Operating Income (Loss)	**1,441,316**	**(693,157)**	**513,280**	**1,261,439**
Non-Operating Revenues (Expenses)				
Capital grants and contributions	2,861,739	530,628	-	3,392,367
Interest income	86,095	14,844	21,456	122,395
Interest expense	(47,450)	-	-	(47,450)
Gain on disposal of capital assets	5,626	-	-	5,626
Other income (expense)	298,253	175,933	75	474,261
Total Non-Operating Items	**3,204,263**	**721,405**	**21,531**	**3,947,199**
Income (Loss) Before Transfers	**4,645,579**	**28,248**	**534,811**	**5,208,638**
Transfers				
Transfers out	(1,438,330)	(30,000)	(544,372)	(2,012,702)
Net Transfers	(1,438,330)	(30,000)	(544,372)	(2,012,702)
Change in Net Position	**3,207,249**	**(1,752)**	**(9,561)**	**3,195,936**
Net Position - Beginning, as originally stated	33,029,872	8,689,786	1,404,153	43,123,811
Change in accounting principle (Note 1)	14,835	-	7,408	22,243
Net Position - Beginning, as restated	33,044,707	8,689,786	1,411,561	43,146,054
Net Position - Ending	**$ 36,251,956**	**$ 8,688,034**	**$ 1,402,000**	**$ 46,341,990**

The accompanying notes are an integral part of these financial statements.

CITY OF WAUCHULA, FLORIDA
STATEMENT OF CASH FLOWS - PROPRIETARY FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2025

	Business - Type Activities			
	Utility	Airport	Sanitation	Total Enterprise Funds
CASH FLOWS FROM OPERATING ACTIVITIES:				
Receipts from customers and users	$ 12,109,931	$ 336,716	$ 1,522,714	$ 13,969,361
Payments to suppliers	(8,672,997)	(308,043)	(469,251)	(9,450,291)
Payments to employees	(2,716,275)	(1,516)	(336,318)	(3,054,109)
Net cash provided (used) by operating activities	**720,659**	**27,157**	**717,145**	**1,464,961**
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES:				
Subsidy from other governments	56,666	-	-	56,666
Transfers in (out)	(1,438,330)	(30,000)	(544,372)	(2,012,702)
Net cash provided (used) by noncapital financing activities	**(1,381,664)**	**(30,000)**	**(544,372)**	**(1,956,036)**
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES:				
Payment of interest	(40,193)	-	-	(40,193)
Payment of debt principal	(356,448)	-	-	(356,448)
Insurance recoveries	241,587	174,870	75	416,532
Capital grants proceeds received	3,294,416	756,897	-	4,051,313
Proceeds from sales of capital assets	5,626	1,063	-	6,689
Capital expenditures	(2,448,893)	(557,724)	(10,119)	(3,016,736)
Net cash provided (used) by capital and related financing activities	**696,095**	**375,106**	**(10,044)**	**1,061,157**
CASH FLOWS FROM INVESTING ACTIVITIES:				
Interest received on investments	86,095	14,844	21,456	122,395
Net cash provided (used) by investing activities	**86,095**	14,844	**21,456**	**122,395**
Net increase (decrease) in cash and cash equivalents	121,185	387,107	184,185	692,477
Cash and cash equivalents at beginning of year	5,030,254	140,555	563,706	5,734,515
Cash and cash equivalents at end of year	**$ 5,151,439**	**$ 527,662**	**747,891**	**$ 6,426,992**
Cash and cash equivalents	$ 1,940,851	$ 527,662	$ 747,891	$ 3,216,404
Restricted:				
Cash and cash equivalents	3,210,588	-	-	3,210,588
	$ 5,151,439	**$ 527,662**	**747,891**	**$ 6,426,992**

The accompanying notes are an integral part of these financial statements.

CITY OF WAUCHULA, FLORIDA
STATEMENT OF CASH FLOWS - PROPRIETARY FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2025

	Business - Type Activities			
	Utility	Airport	Sanitation	Total Enterprise Funds
RECONCILIATION OF OPERATING INCOME (LOSS) TO NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES:				
OPERATING INCOME (LOSS)	$ 1,441,316	$ (693,157)	$ 513,280	$ 1,261,439
Adjustments to reconcile operating income (loss) to net cash provided (used) by operating activities:				
Amortization expense	-	-	-	-
Depreciation expense	1,513,373	662,916	213,816	2,390,105
Non cash pension (increase) decrease	(125,195)	-	(14,647)	(139,842)
Non cash OPEB expense (increase) decrease	31,085	-	2,276	33,361
(Increase) decrease in assets:				
Accounts receivable	5,861	14,461	5,641	25,963
Inventory	(55)	22,901	19,652	42,498
Other assets	-	(195)	-	(195)
Increase (decrease) in liabilities:				
Accounts payable	(2,201,747)	26,855	(25,587)	(2,200,479)
Accrued expenses	11,702	(6,624)	508	5,586
Customer deposits	42,698	-	-	42,698
Compensated absences	1,621	-	2,206	3,827
NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES	**$ 720,659**	**$ 27,157**	**$ 717,145**	**$ 1,464,961**

The accompanying notes are an integral part of these financial statements.

CITY OF WAUCHULA, FLORIDA
STATEMENT OF FIDUCIARY NET POSITION
FIDUCIARY FUNDS
SEPTEMBER 30, 2025

	Pension Trust Funds
ASSETS	
Cash	$ 72
Investments	31,627,850
Employer receivables	11,652
Employee receivables	27,751
TOTAL ASSETS	**31,667,325**
NET POSITION	
Held in trust for pension benefits	31,009,727
Restricted for post-employment benefits other than pension	657,598
	$ 31,667,325

The accompanying notes are an integral part of these financial statements.

CITY OF WAUCHULA, FLORIDA
STATEMENT OF CHANGES IN FIDUCIARY NET POSITION
FIDUCIARY FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2025

	Pension Trust Funds
ADDITIONS	
Contributions:	
Employer	$ 482,577
Plan members	423,493
Other income	65,061
Total Contributions	971,131
Investment earnings:	
Net increase in the fair value of investments	2,483,882
Total Investment Earnings	2,483,882
Total Additions	**3,455,013**
DEDUCTIONS	
Pension benefits paid	1,297,584
OPEB refunds	177,774
Administrative expenses	67,022
Total Deductions	**1,542,380**
Change in Net Position	1,912,633
Net Position - Beginning	**29,754,692**
Net Position - Ending	**$ 31,667,325**

The accompanying notes are an integral part of these financial statements.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

REPORTING ENTITY

The City of Wauchula, Florida (the City) was incorporated May 22, 1907, by the laws of Florida 1907, Chapter 5864. The City operates under a City Manager form of government and provides the following services as authorized by its charter: public safety (police), highway and streets, sanitation, health and social services, culture and recreation, education, public improvements, planning and zoning, electric and water systems, and general administrative services.

The City, for financial purposes, includes all of the funds and account groups relevant to the operations of the City of Wauchula, Florida. The Wauchula Municipal Airport Authority is considered a part of the primary government, as the City retains the corporate powers of the Authority. The operations of the Airport Authority are included in an enterprise fund. The City has established a Community Redevelopment Agency (CRA). The City Commission is the governing board of the CRA. As such, the CRA is considered part of the primary government. It is included in these financial statements as a special revenue fund. The CRA is responsible for carrying out the rehabilitation, conservation, and redevelopment of the Community Redevelopment Program. Unspent balances at year-end are included in restricted fund balance. The financial statements presented herein do not include agencies which have been formed under applicable state laws or separate and distinct units of government apart from the City.

The financial statements of the City include those of separately administered organizations that are controlled by or dependent on the City. Control or dependence is determined on the basis of budget adoption, taxing authority, funding, and appointment of the respective governing board. No other potential component units exist.

The accounting policies of the City of Wauchula conform to U.S. generally accepted accounting principles (GAAP) as applicable to governments.

GOVERNMENT-WIDE AND FUND FINANCIAL STATEMENTS

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the non-fiduciary activities of the City. For the most part, the effect of inter-fund activity has been removed from these statements. Government-wide financial statements include a statement of net position and a statement of activities. The statement of net position reports all financial and capital resources of the City's governmental and business-type activities. It is presented in a net position format (assets and deferred outflows less liabilities and deferred inflows equal net position) and shown with three components: net investment in capital assets, restricted net position and unrestricted net position. Governmental activities, which normally are supported by taxes and intergovernmental revenues, are reported separately from business-type activities, which rely to a significant extent on fees and charges for support. The statement of activities demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as general revenues.

Separate financial statements are provided for the governmental funds, proprietary funds, and fiduciary funds. All governmental and enterprise funds are considered major funds and are presented as separate columns in the fund financial statements.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED

MEASUREMENT FOCUS, BASIS OF ACCOUNTING, AND FINANCIAL STATEMENT PRESENTATION

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting, as are the proprietary fund and fiduciary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due.

Property taxes, franchise taxes, licenses, and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. All other revenue items are considered to be measurable and available only when cash is received by the government.

As a general rule the effect of inter-fund activity has been eliminated from the government-wide financial statements. Exceptions to this general rule are payments-in-lieu of taxes and other charges between the City's business-type activities and governmental activities. Elimination of these charges would distort the direct costs and program revenues reported for the various functions concerned.

Amounts reported as program revenues include 1) charges to customers or applicants for goods, services, or privileges provided, 2) operating grants and contributions, and 3) capital grants and contributions, including special assessments. Internally dedicated resources are reported as general revenues rather than as program revenues. Likewise, general revenues include all taxes.

Proprietary funds distinguish operating revenues and expenses from non-operating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the City's utility fund, sanitation fund and airport fund are charges to customers for sales and services. The City also recognizes as operating revenue the portion of tap fees intended to recover the cost of connecting new customers to the system. Operating expenses for enterprise funds include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as non-operating revenues and expenses.

The City reports the following fund types:

Governmental Funds

General Fund
The general fund is the City's general operating fund. All general tax revenues and other receipts that are not allocated by law or contractual agreement to another fund are accounted for in this fund. From the fund are paid the general operating expenditures, the fixed charges, and the budgeted capital improvement and debt service costs not paid through other funds.

Special Revenue Fund
The special revenue fund is used to account for the revenues and expenditures of the CRA, which are restricted for rehabilitation, conservation, and redevelopment of the Community Redevelopment Program.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED

MEASUREMENT FOCUS, BASIS OF ACCOUNTING, AND FINANCIAL STATEMENT PRESENTATION - CONTINUED

Proprietary Funds

The proprietary funds are used to account for the operation of the City's electric, water, sewer, sanitation and airport operations. Proprietary Funds are used for activities a) that are financed with debt secured solely by a pledge of the net revenues from fees and charges of the activity, b) if laws and regulations require that the activity's costs of providing services, including capital costs, be recovered with fees and charges, rather than with taxes or similar revenues, or c) the pricing policies of the activity establish fees and charges designed to recover its costs, including capital costs. The City reports the following proprietary funds:

Utility Fund
The utility fund accounts for the operation of the City's electric, water, and sewer system.

Sanitation Fund
The sanitation fund accounts for the activities of the City's garbage operations.

Airport Fund
The airport fund accounts for the activities of the City's airport authority.

Fiduciary Funds

Trust Funds
Trust funds are used to account for assets held by the City in a trustee capacity or as an agent for individuals, other governments, and/or other funds. These include pension and OPEB trust funds. Pension and OPEB trust funds are accounted for essentially the same as a proprietary fund since capital maintenance is critical. The City uses Fiduciary Funds for the City of Wauchula – Employee Pension Plan, the City of Wauchula Police Pension Trust Fund and the OPEB Trust Fund.

CASH AND INVESTMENTS

The City invests in certificates of deposit and short-term investments such as money market accounts. All cash and investment accounts are with financial institutions qualified under laws and regulations of the State of Florida. Deposits whose values exceeded the limits of Federal depository insurance were entirely insured or collateralized pursuant to Chapter 280 of the Florida Statutes. The City does not have a formal investment policy that limits its exposure to fair value losses arising from increasing interest rates. However, at September 30, 2025, the City had only time deposits, demand deposits and short-term money market accounts.

State statutes section 218.415 authorizes the City to invest its surplus public funds in the following:

- Local Government Surplus Funds Trust Fund or any intergovernmental investment pool authorized through the Florida Inter-local Cooperation Act.
- S.E.C. registered money market funds with the highest credit equality rating from a nationally recognized rating company.
- Interest bearing time deposits or savings accounts in state-certified Qualified Public Depositories as defined in Section 280.02 Florida Statutes.
- Direct Obligations of the U.S. Treasury.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED

FAIR VALUE

The City uses fair value measurements to record fair value adjustments to certain assets and liabilities. Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. Fair value is best determined based upon quoted market prices. However, in certain instances, there are no quoted market prices for certain assets or liabilities. In cases where quoted market prices are not available, fair values are based on estimates using present value or other valuation techniques. Those techniques are significantly affected by the assumptions used, including the discount rate and estimates of future cash flows. Accordingly, the fair value estimates may not be realized in an immediate settlement of the asset or liability.

Fair value measurements focus on exit prices in an orderly transaction (that is, not a forced liquidation or distressed sale) between market participants at the measurement date under current market conditions. If there has been a significant decrease in the volume and level of activity for the asset or liability, a change in valuation technique or the use of multiple valuation techniques may be appropriate.

In such instances, determining the price at which willing market participants would transact at the measurement date under current market conditions depends on the facts and circumstances and requires the use of significant judgment.

The three categories within the hierarchy are as follows:

Level 1: Quoted prices in active markets for identical assets and liabilities.

Level 2: Inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly, including quoted prices for similar assets or liabilities in active markets, quoted prices for identical assets or liabilities in markets that are not active, interest rates and yield curves observable at commonly quoted intervals, implied volatilities, credit spreads, and market-corroborated inputs.

Level 3: Unobservable inputs shall be used to measure fair value to the extent that relevant observable inputs are not available, thereby allowing for situations in which there is little, if any, market activity for the asset or liability at the measurement date. Level 3 assets and liabilities include financial instruments whose value is determined using pricing models, discounted cash flows methodologies, or similar techniques, as well as instruments for which the determination of fair value requires significant management judgement.

CASH AND CASH EQUIVALENTS

For the purposes of the statement of cash flows all checking, savings, money market investments and any cash held with a fiscal agent are considered to be cash and cash equivalents. The City's policy is to consider all certificates of deposit to be investments.

INVENTORIES

Inventories are stated on a basis, which approximates cost determined by the first-in, first-out method. A physical count is completed annually. Inventory in the general fund consists of expendable supplies held for consumption. The cost is recorded as an expenditure at the time individual inventory items are requisitioned by the operating department.

RECEIVABLES AND PAYABLES

Activity between funds that are representative of lending/borrowing arrangement outstanding at the end of the fiscal year are referred to as either "due to/from other funds" (i.e., the current portion of inter-fund loans) or "advances to/from other funds" (i.e., the non-current portion of inter-fund loans). All other outstanding balances between funds are reported as "due to/from other funds." Any residual balances outstanding between the governmental activities and business-type activities are reported in the government-wide financial statements as "internal balances."

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED

RECEIVABLES AND PAYABLES - CONTINUED

All trade receivables are shown net of allowance for doubtful accounts. At September 30, 2025 the reserve for bad debts in the general fund was $5,656, the utility fund was $147,162, the airport fund was $2,295 and the sanitation fund was $26,812.

CAPITAL ASSETS

Capital assets, which include property, plant, equipment, and infrastructure assets (e.g., roads, bridges, sidewalks, and similar items), are reported in the applicable governmental or business-type activities columns in the government-wide financial statements. Capital assets are defined by the government as assets with an initial, individual cost of more than $5,000 and an estimated life of greater than one year. If purchased or constructed, assets are reported at historical cost or estimated historical cost. Donated capital assets are recorded at estimated fair market value at the date of donation. The City has elected to report general infrastructure assets on a prospective basis only.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are expensed as incurred.

Property, plant, and equipment of the primary government is depreciated using the straight-line method over the following estimated useful lives:

Assets	Years
Buildings and improvements	20 - 50
Machinery and equipment	5 - 15
Electrical distribution system	20 - 50
Water system improvements	20 - 50

DEFERRED OUTFLOWS/INFLOWS OF RESOURCES

In addition to assets, the statement of net position includes a separate section for deferred outflows of resources. This represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. Three items qualify for reporting in this category. The deferred charge on refunding is reported in the government-wide and proprietary fund statement of net position. A deferred charge on refunding results from the difference in the carrying value of refunded debt and its reacquisition price. This amount is deferred and amortized over the shorter of the life of the refunded or refunding debt. In addition, a deferred outflow of pension resources and OPEB resources are reflected in the government-wide and proprietary fund statement of net position.

In addition to liabilities, the statement of net position includes a separate section for deferred inflows of resources. This separate financial statement element, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The City has three items that qualify for reporting in this category. A deferred inflow of pension earnings and OPEB resources are reported in the government-wide and proprietary fund statement of net position. Additionally, lease-related inflows of resources are reported in the government-wide statement of net position.

On the governmental funds' balance sheet, unavailable revenue is also classified as deferred inflows of resources. This represents funds which did not meet the availability criteria under the modified accrual basis of accounting and therefore are considered to be deferred charges until available. Unavailable revenue was $474,425 as of September 30, 2025.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED

COMPENSATED ABSENCES

The City's personnel policy provides for the payment of accrued vacation, sick and comp time pay upon separation of its employees. A liability for this amount is recorded in the government-wide and proprietary fund financial statements. A liability for these amounts is recorded in the governmental funds only if they have matured. Liquidation of these liabilities is made through either the general fund or the utility fund.

LONG-TERM OBLIGATIONS

In the government-wide financial statements and proprietary fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities, business-type activities, or proprietary fund type statement of net position. Debt issuance cost are recognized as an expense in the period incurred.

In the fund financial statements, governmental fund types recognize bond premiums and discounts, as well as debt issuance costs, during the period incurred. The face amount of the debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

POST-EMPLOYMENT BENEFITS OTHER THAN PENSIONS (OPEB)

For purposes of measuring the net OPEB liability, deferred outflows of resources and deferred inflows of resources related to OPEB, and OPEB expense, information about the fiduciary net position of the OPEB Trust Fund and additions to/deductions from the OPEB Trust Fund's fiduciary net position have been determined on the same basis as they are reported by the City. For this purpose, the City recognizes benefit payments when due and payable in accordance with the benefit terms. Investments are reported at fair value.

NET POSITION

The elements of net position are reported in three parts as applicable: net investment in capital assets, restricted and unrestricted. When both restricted and unrestricted resources are available, restricted resources are used first, and then unrestricted resources, as they are needed.

FUND BALANCE

The City follows Governmental Accounting Standards Board (GASB) Statement 54. GASB 54 established fund balance classifications that comprise a hierarchy based primarily on the extent to which a government is bound to observe constraints imposed upon the use of the resources reported in governmental funds. Fund balance classifications are non-spendable and spendable. Spendable is then further classified as restricted, committed, assigned, and unassigned. These classifications reflect not only the nature of funds, but also provide clarity to the level of restriction placed upon fund balance. Fund balance can have different levels of restraint, such as external versus internal compliance requirements. Unassigned fund balance is a residual classification within the general fund. The general fund should be the only fund that reports a positive unassigned balance.

The City classified governmental fund balances are as follows:

Non-spendable – includes fund balance amounts that cannot be spent either because it is not in spendable form or because of legal or contractual requirements.

Spendable Fund Balance:

- Restricted – includes amounts that can be spent only for specific purposes because of State or Federal laws or enabling legislation, or which are externally restricted by providers, such as creditors or grantors.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED

FUND BALANCE - CONTINUED

- Committed – includes amounts that can be spent only for specific purposes that are approved by a formal action of the City Commissioners through a resolution or the budget process.

- Assigned – includes amounts designated for a specific purpose by the City Commissioners through a resolution or the budget process, which are neither restricted nor committed.

- Unassigned – includes residual positive fund balance within the General Fund which has not been classified within the other above mentioned categories. Unassigned fund balance may also include negative balances for any governmental fund if expenditures exceed amounts restricted, committed, or assigned for those specific purposes.

The City uses restricted amounts first when both restricted and unrestricted fund balance are available, unless there are legal documents or contracts that prohibit doing this, such as in grant agreements requiring dollar for dollar spending. Additionally, the City would first use committed, then assigned, and lastly unassigned amounts of unrestricted fund balance when expenditures are made. The City does have a formal minimum fund balance policy to maintain general fund reserves at a minimum of 17% of general fund operating expenditure appropriations.

	General Fund	CRA Fund	Totals
Non-spendable			
Inventory	$ 35,543	$ -	$ 35,543
Prepaid items	1,206	-	1,206
Total Non-spendable	36,749	-	36,749
Spendable:			
Restricted:			
Storm disaster	7,497	-	7,497
Law enforcement trust	32,830	-	32,830
Police department	29,195	-	29,195
Community Redevelopment activities	-	2,319,750	2,319,750
Total restricted	69,522	2,319,750	2,389,272
Committed	-	-	-
Assigned	-	-	-
Unassigned	2,765,769	-	2,765,769
Total fund balance	**$ 2,872,040**	**$ 2,319,750**	**$ 5,191,790**

PROPERTY TAXES

Property taxes are levied on November 1 of each year and are due and payable upon receipt of the notice of levy. The Hardee County, Florida Tax Collector's Office bills and collects property taxes on behalf of the City. The tax rate to finance general governmental services and general obligation debt service for the fiscal year ended September 30, 2025 was 5.0794 per $1,000 of assessed taxable property value. Property tax revenues are recognized currently in the fiscal year for which the taxes are levied. On May 1 of each year, unpaid taxes become a lien on the property. The past due tax certificates are sold at public auction and the proceeds thus collected are remitted to the City.

No accrual for the property tax levy becoming due in November 2025 is included in the accompanying financial statements since taxes do not meet the necessary criteria.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED

The property tax calendar is as follows:

July 1	Assessment roll validated
September 30	Millage resolution approved
October 1	Beginning of fiscal year for which tax is to be levied.
November 1	Tax bills rendered and due
November 1 - March 31	Property taxes due with various discount rates
April 1	Taxes delinquent
May 31	Tax certificates sold by County

BUDGETARY INFORMATION

Annual budgets are adopted on a basis consistent with U.S. generally accepted accounting principles for the governmental funds. Expenditures should not exceed total appropriations. All annual appropriations lapse at fiscal yearend. Budget amendments are approved by the City Commission.

The City follows these procedures in establishing the budgetary data reflected in the financial statements:

1. The City Manager submits to the City Commission a proposed operating budget for the fiscal year commencing October 1. The operating budget includes proposed expenditures and the means of financing them.

2. Public hearings are conducted to obtain taxpayer comments.

3. The budget is legally enacted through passage of an ordinance.

4. The City Manager is authorized to transfer budgeted amounts within a department; however, any revisions that alter the total expenditures of any fund or department must be approved by the City Commission. Appropriations lapse at the end of the fiscal year.

5. Formal budgetary integration is employed as a management control device during the year for the General Fund, CRA Fund, Electric, Water and Sewer System, and Airport Fund.

6. Budgets for the General Fund, CRA Fund and Enterprise Funds are adopted on the accrual basis.

The legal level of budgetary control is at the fund level.

INSURANCE

The City is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees and natural disasters. These risks are covered by commercial insurance purchased from independent third parties including participation in various risk sharing pools. All significant accrued losses have been funded. There has been no significant reduction in insurance coverage from the prior year, and no settlements or claims in excess of coverage.

ESTIMATES

The preparation of financial statements in conformity with U.S. generally accepted accounting principles required management to make estimates and assumptions that affect reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED

ADOPTION OF A NEW ACCOUNTING STANDARD

Effective October 1, 2024, the City adopted new accounting guidance by implementing the provisions of Governmental Accounting Standards Board (GASB) Statement No. 101, *Compensated Absences* (GASB No. 101). GASB No. 101 updates the recognition and measurement guidance for compensated absences, including vacation, sick leave, and other paid leave benefits. Under GASB No.101, liabilities for compensated absences are recognized when the benefits are both attributable to services already rendered and are expected to be paid. The standard eliminates the requirement to segregate obligations into "vesting" and "non-vesting" components, instead emphasizing whether leave accumulates and whether it is more likely than not to be paid.

This change required the restatement of the beginning balances of net position and compensated absences for governmental activities, business-type activities, and enterprise funds. The restatements effective October 1, 2024 for the statement of net position and statement of activities are as follows:

	Governmental Activities	Business-Type Activities	Total
Statement of Net Position:			
Compensated absences at October 1, 2024, as originally stated	$ 230,439	$ 198,986	$ 429,425
Change in accounting principle:			
GASB No. 101, *Compensated Absences*	(32,628)	(22,243)	(54,871)
Compensated absences at October 1, 2024, as restated	$ 197,811	$ 176,743	$ 374,554
Statement of Activities:			
Net Position at October 1, 2024, as originally stated	$ 17,039,175	$ 43,123,811	$ 60,162,986
Change in accounting principle:			
GASB No. 101, *Compensated Absences*	32,628	22,243	54,871
Net position at October 1, 2024, as restated	$ 17,071,803	$ 43,146,054	$ 60,217,857

	Utility	Sanitation
Statement of Net Position:		
Compensated absences at October 1, 2024, as originally stated	$ 166,364	$ 32,622
Change in accounting principle:		
GASB No. 101, *Compensated Absences*	(14,835)	(7,408)
Compensated absences at October 1, 2024, as restated	$ 151,529	$ 25,214
Statement of Activities:		
Net Position at October 1, 2024, as originally stated	$ 33,029,872	$ 1,404,153
Change in accounting principle:		
GASB No. 101, *Compensated Absences*	14,835	7,408
Net position at October 1, 2024, as restated	$ 33,044,707	$ 1,411,561

NOTE 2 - DETAILED NOTES ON ALL FUNDS

CASH AND INVESTMENTS

At year-end, the City's carrying amount of deposits was $11,897,119 and the bank balance was $12,337,786. All deposits were in State Certified Qualified Public Depositories.

RESTRICTED ASSETS

Restricted assets are cash and cash equivalents (all of which are held in Qualified Public Depositories), as provided for by resolutions adopted by the City for the issuance of Revenue Bonds and as designated by the Commission or imposed by the source of proceeds. Restricted assets held at September 30, 2025 included the following:

General Fund:	
Storm disaster contributions	$ 7,497
Law enforcement trust	32,830
Police department	29,195
ARPA	151,805
Total General Fund	**$ 221,327**
Special revenue fund:	
Community redevelopment fund	$ 2,500,153
Total special revenue fund	**$ 2,500,153**
Utility fund:	
Impact fees	$ 528,756
Debt service	259,973
Capital improvement	1,237,641
Rate stabilization	353,564
Utility deposits	830,654
Total utility fund	**$ 3,210,588**

NOTE 2 - DETAILED NOTES ON ALL FUNDS - CONTINUED

CAPITAL ASSETS

Capital asset activity for governmental activities for the year ended September 30, 2025 was as follows:

	Beginning Balance	Increases	Decreases	Transfers	Ending Balance
Capital assets, not being depreciated:					
Land	$ 731,652	$ -	$ -	$ -	$ 731,652
Construction in progress	1,135,295	1,407,350	-	(233,425)	2,309,220
Total capital assets, not being depreciated	1,866,947	1,407,350	-	(233,425)	3,040,872
Capital assets, being depreciated:					
Buildings and improvements	19,658,538	1,101,012	-	233,425	20,992,975
Machinery and equipment	3,086,943	296,682	(112,292)	-	3,271,333
Lease assets:					
Equipment	8,757	-	(8,757)	-	-
Copiers	4,106	-	-	-	4,106
Total capital assets being depreciated	22,758,344	1,397,694	(121,049)	233,425	24,268,414
Less accumulated depreciation for:					
Capital assets:					
Buildings and improvements	(8,494,510)	(599,005)	-	-	(9,093,515)
Machinery and equipment	(1,966,719)	(338,139)	102,823	-	(2,202,035)
Lease assets:					
Equipment	(5,531)	(1,843)	7,374	-	-
Copiers	(2,310)	(1,026)	-	-	(3,336)
Total accumulated depreciation	(10,469,070)	(940,013)	110,197	-	(11,298,886)
Total capital assets, being depreciated, net	12,289,274	457,681	(10,852)	233,425	12,969,528
Governmental activities capital assets, net	$ 14,156,221	$ 1,865,031	$ (10,852)	$ -	$ 16,010,400

Depreciation expense was charged to the City's governmental activities as follows:

General government	$ 341,496
Police department	163,551
Highway and streets	162,699
Culture and recreation	269,398
	$ 937,144

NOTE 2 - DETAILED NOTES ON ALL FUNDS - CONTINUED

CAPITAL ASSETS - CONTINUED

Capital asset activity for business-type activities for the year ended September 30, 2025 was as follows:

	Beginning Balance	Increases	Decreases	Transfers	Ending Balance
Capital assets, not being depreciated:					
Land	$ 1,184,493	$ -	$ -	$ -	$ 1,184,493
Construction in progress	15,183,607	3,100,855	-	(6,277,955)	12,006,507
Total capital assets, not being depreciated	16,368,100	3,100,855	-	(6,277,955)	13,191,000
Capital assets, being depreciated:					
Buildings and improvements	16,124,874	-	-	-	16,124,874
Electrical distribution system	9,031,820	-	-	-	9,031,820
Water System improvements	34,195,646	398,956	-	6,277,955	40,872,557
Machinery and equipment	7,863,315	679,994	(223,107)	-	8,320,202
Total capital assets being depreciated	67,215,655	1,078,950	(223,107)	6,277,955	74,349,453
Less accumulated depreciation for:					
Buildings and improvements	(8,742,845)	(707,817)	-	-	(9,450,662)
Electrical distribution system	(5,881,570)	(185,880)	-	-	(6,067,450)
Water System improvements	(25,270,159)	(946,192)	-	-	(26,216,351)
Machinery and equipment	(5,208,437)	(550,216)	223,107	-	(5,535,546)
Total accumulated depreciation	(45,103,011)	(2,390,105)	223,107	-	(47,270,009)
Total capital assets, being depreciated, net	22,112,644	(1,311,155)	-	6,277,955	27,079,444
Business-type activities capital assets, net	$ 38,480,744	$ 1,789,700	$ -	$ -	$ 40,270,444

Depreciation expense was charged to the City's business-type activities as follows:

Business-Type Activities	
Utility Fund	$ 1,513,373
Sanitation	213,816
Airport	662,916
	$ 2,390,105

INTER-FUND RECEIVABLES, PAYABLES, AND TRANSFERS

Due to and from accounts represent amounts paid for by one fund on behalf of another. This is due to certain purchases being paid for out of the general fund, which are then reimbursed by the appropriate funds. In addition, the Airport Fund has borrowed monies from the Utility Fund in previous periods for capital improvements. The outstanding balance is $750,000 as of September 30, 2025.

Inter-fund transfers represent payments in lieu of taxes and insurance proceeds received in the general fund, which were then transferred to the appropriate fund. The composition of inter-fund balances as of September 30, 2025 are as follows:

	Transfers in:		
	General	CRA	Airport
Transfers out:			
General Fund	$ -	$ 535,152	$ -
Utility	1,438,330	-	-
Airport	30,000	-	-
Sanitation	544,372	-	-
	$ 2,012,702	**$ 535,152**	**$ -**

NOTE 2 - DETAILED NOTES ON ALL FUNDS - CONTINUED

LESSOR LEASE AGREEMENTS

The City is engaged in two lease agreements allowing lessees to lease space on City towers or utility poles.

The first lease agreement commenced in April 2018 with an initial lease term of five years with four additional five-year renewals. The lease, including all renewal periods expire in June 2056 and monthly rental revenue ranges from $1,450 to $2,002 over the total lease periods.

The second lease agreement commenced in June 2021 with an initial lease term of five years with six additional five-year renewals. The lease, including all renewal periods expire in June 2056 and monthly rental revenue ranges from $1,450 to $3,354 over the total lease periods.

The City also entered into a lease agreement for space in the City's Historic City Hall, which commenced on October 1, 2022. The initial lease term is for three years, with two additional one year renewal periods. Monthly rent is $1,650.

Lease-related revenue for governmental activities for the year ended September 30, 2025 was as follows:

	Year Ending September 30, 2025
Lease revenue	
Equipment	$ 32,873
Office space	18,960
Total lease revenue	51,833
Interest revenue	26,344
Variable and other revenue	-
Total lease-related revenue	$ 78,177

Expected future minimum reductions of the lease receivable are as follows:

	Principal	Interest	Total
2026	$ 15,012	$ 25,684	$ 40,696
2027	17,464	25,193	42,657
2028	18,182	24,661	42,843
2029	19,004	24,102	43,106
2030	19,582	23,524	43,106
2031-2035	121,961	107,446	229,407
2036-2040	162,391	86,269	248,660
2041-2045	150,783	60,481	211,264
2046-2050	129,928	41,636	171,564
2051-2055	178,619	18,681	197,300
2056	29,809	375	30,184
Total future receipts	$ 862,735	$ 438,052	$ 1,300,787

NOTE 2 - DETAILED NOTES ON ALL FUNDS - CONTINUED

LONG-TERM DEBT
Governmental Activities - Notes Payable from Direct Borrowings

2020 Patrol Cars
On August 19,2020, the City borrowed $150,096 from First National Bank of Wauchula to finance the purchase of three police vehicles. The note bears interest at 3.99% per annum and was due in annual payments of $33,707, which includes interest. The note matured in August 2025 and was paid in full. At September 30, 2025, there was no balance outstanding on the note.

2021 Patrol Cars
On August 31,2021, the City borrowed $100,516 from First National Bank of Wauchula to finance the purchase of two police vehicles. The note bears interest at 3.99% per annum and is due in annual payments of $22,585, which includes interest. The note matures in August 2026 and is secured by the vehicles. At September 30, 2025, the principal balance outstanding was $19,626.

Governmental Activities - Notes Payable from Direct Borrowings - Future Maturities

Future maturities of all governmental notes payable from direct borrowings are as follows:

Year Ending September 30,	Principal	Interest	Total
2026	$ 19,626	$ 889	$ 20,515
Total	**$ 19,626**	**$ 889**	**$ 20,515**

The City's vehicle loans describes events of default as failure to make required payments. In event of default, creditors may declare the total balance outstanding due on demand. The creditor may also repossess the collateralized property and seek any other remedies as allowed by law.

Governmental Activities - Lease Liability

The City has entered into various lease agreements as a lessee for financing copiers and equipment.

The first lease agreement commenced in July 2020 for a postage meter with a lease term of five years. The lease expires in June 2026 and requires monthly payments of $168. The lease liability is determined using a discount rate of 4.00%. The lease was terminated during 2025.

The second lease agreement commenced in July 2022 for a copier with a lease term of four years. The lease expires in June 2026 and requires monthly payments of $92. The lease liability is determined using a discount rate of 4.00%.

Lease expense was reported as follows:

	Year Ending September 30, 2025
Lease expense	
Equipment	$ 1,843
Copier	1,026
Total amortization expense	2,869
Interest on lease liabilities	147
Variable lease expense	-
Total lease expense	$ 3,016

NOTE 2 - DETAILED NOTES ON ALL FUNDS - CONTINUED

LONG-TERM DEBT - CONTINUED
Governmental Activities - Lease Liability - Continued

The maturity schedule is as follows:

	Principal	Interest	Total
2026	$ 817	$ 14	$ 831
Total future payments	$ 817	$ 14	$ 831

Business-Type Activities - Bonds

Utility Refunding Revenue Bond, Series 2016

On October 3, 2016, the City issued Series 2016 Utility Refunding Revenue Note for $2,732,000. The purpose of the note was to refund the Utility Refunding Revenue Bond, Series 2011 which refunded Utility Revenue Bonds, Series 2001A and Series 2001B. The bond and the interest thereon are payable from and secured by a prior lien and pledge of the net revenues derived by the City from the operation of its combined water, sewer and electric system. Interest on the bond is payable semi-annually at 2.02%. Maturities vary from $202,000 to $254,000 from October 1, 2018 to October 1, 2028. The reacquisition price exceeded the net carrying amount of the old debt by $124,560, which was reported as a deferred outflow of resources and amortized over the life of the new debt. The refunding resulted in a reduction of $166,674 in future debt service costs and an economic gain of $145,519 in net present value savings between the Utility Refunding Revenue Bond, Series 2011 and the Series 2016 Utility Refunding Revenue Note.

The bonds require the use of a sinking fund, of which is included in restricted cash. Failure to make timely payments will result in default. In addition to any remedies available to the creditor by law, upon default the City is required to pay interest due on unpaid amounts plus an additional 2% per annum from and five days after the date due until such overdue amount is paid. The City is also required to pay all costs of collection.

Future maturities of the revenue bonds are as follows:

Year Ending September 30,	Principal	Interest	Total
2026	$ 239,000	$ 19,917	$ 258,917
2027	244,000	15,089	259,089
2028	249,000	10,160	259,160
2029	254,000	5,131	259,131
Total	**$ 986,000**	**$ 50,297**	**$ 1,036,297**

Business-Type Activities - Notes Payable from Direct Borrowings

State of Florida Department of Environmental Protection Loan WW62419P
In September 2005, the City Commission passed resolution 2005-41, authorizing the City to obtain financing from the Florida Department of Environmental Protection (FDEP), which is available through the Clean Water State Revolving Fund. The purpose of the financing is the improvement and expansion of the City's wastewater facilities.

NOTE 2 - DETAILED NOTES ON ALL FUNDS - CONTINUED

LONG-TERM DEBT - CONTINUED
Business-Type Activities - Notes Payable from Direct Borrowings - Continued

During 2006 and 2007, the City borrowed $509,883 in accordance with the loan agreement. Payments began in July of 2009 and are due in semi-annual amounts of $21,906 including interest of 0.71% per annum. The total amount outstanding, including capitalized interest, at September 30, 2025 is $97,436.

State of Florida Department of Environmental Protection Loan WW250201
Pursuant to Resolution 2009-20, the City entered into a construction loan agreement with the Florida Department of Environmental Protection to finance or refinance the construction of public water systems, specifically for:

1. Water System Improvements – Well Number 5
2. Water System Improvements – Wellhead and Water Treatment Plant

The loan was also to assist the City in paying down the Series 2008 Water System Revenue Bond (Bridge Loan).

On February 9, 2010, the original agreement was amended to increase project funding to $3,652,106. Of this amount, $2,550,000 is "Principal Forgiveness" by the state and federal governments. The City drew funds under the agreement in 2011, 2012, and 2013. The semi-annual loan payments of $37,966, include interest at 2.82%, 2.57%, and 1.86% for each draw. Payments started on June 15, 2011 and continue until all amounts have been fully paid. The outstanding balance at September 30, 2025 is $386,711. The City has pledged the revenues of the system for the repayment of the loan.

State of Florida Department of Environmental Protection Loan WW250200
On October 29, 2010, the City entered into a financing agreement with the Florida Department of Environmental Protection for the completion of the improvements noted above (companion loan). Semi-annual payments of $13,647 (including interest at 2.61%) started on June 15, 2011, and will continue until the loan is fully repaid in 2031. The outstanding balance at September 30, 2025 is $137,912. The City has pledged the revenues of the system for the repayment of the loan.

State of Florida Department of Environmental Protection Loan WW250150
On October 29, 2010, the City entered into a financing agreement with the Florida Department of Environmental Protection for the planning phase of drinking water improvements. The original agreement had project funding of $180,000 of which $75,000 is principal forgiveness by state and federal governments. During 2020, the original agreement was amended to include design activities. Amendment 1 increased the total project funding to $721,600 and total principal forgiveness of $360,800. Semi-annual payments of $20,265 (including interest at 1.64%) commence on February 15, 2023, and will continue until the loan is fully repaid in 2031. The outstanding balance at September 30, 2025 is $57,031. The City has pledged the revenues of the system for the repayment of the loan and a loan debt service account is required.

State of Florida Department of Environmental Protection Loan CW250160
On March 18, 2023, the City entered into a financing agreement with the Florida Department of Environmental Protection for the construction of a new concrete aerobic digester with a blower and sludge transfer facility. The original agreement had project funding of $6,729,200 of which $5,383,360 is principal forgiveness by state and federal governments. During 2023, the original agreement was amended which increased the total project funding to $8,628,000 and total principal forgiveness of $6,904,400. Estimated semi-annual payments based the amount borrowed as of September 30, 2025 of $31,659 (including interest at 0.39%) commence on August 15, 2026, and will continue until the loan is fully repaid. The outstanding balance at September 30, 2025 is $1,215,309. The City has pledged the revenues of the system for the repayment of the loan.

NOTE 2 - DETAILED NOTES ON ALL FUNDS - CONTINUED

LONG-TERM DEBT - CONTINUED

Business-Type Activities - Notes Payable from Direct Borrowings - Continued

State of Florida Department of Environmental Protection Loan DW250151

On March 16, 2023 the City entered into a financing agreement with the Florida Department of Environmental Protection for the repairs of the water distribution system and to construct a 150,000 gallon elevated storage tank. The original agreement had project funding of $6,125,520 of which $5,512,968 is principal forgiveness by state and federal governments. Semi-annual payments of $14,123 (including interest at 0.89%) commence on April 15, 2026, and will continue until the loan is fully repaid. The outstanding balance at September 30, 2025 is $151,666. The City has pledged the revenues of the system for the repayment of the loan.

Default Remedies on State of Florida Department of Environmental Protection Loans

Loans by the State of Florida Department Environmental Protection (SRF Revolving Loans) define events of default as failure to make any monthly loan deposits or semi-annual loan payments for a period of 30 days; failure to comply with the loan agreement; bankruptcy or insolvency; or failure to give immediate written notice of default when a default has continued for 30 days. State Revolving Fund loans provide for a number of remedies providing finance-related consequences in an event of default. The Florida Department of Environmental Protection may:

- Establish rates and collect fees and charges for the use of the City's Utility System.
- Intercept the delinquent amount plus six percent, as expressed as an annual interest rate from any unobligated funds due to the City under any revenue or tax sharing fund established by the State. Penalty interest shall accrue on any amount due and payable beginning on the 30th day following the date upon which payment is due.
- Notify financial market credit ratings agencies and potential creditors.
- Sue for payment of amounts due, as well as interest on overdue payments and associated costs.
- Accelerate the repayment schedule or increase the interest rate on the unpaid principal to as much as 1.667 times the original rate.

Business-Type Activities - Notes Payable from Direct Borrowings - Future Maturities

Future maturities of all notes payable from direct borrowings are as follows:

Year Ending September 30,	Principal	Interest	Total
2026	$ 155,794	$ 19,115	$ 174,909
2027	192,045	17,411	209,456
2028	207,198	14,370	221,568
2029	169,349	11,416	180,765
2030	172,326	8,439	180,765
2031 - 2035	390,587	21,988	412,575
2036 - 2040	331,134	14,327	345,461
2041 - 2045	338,281	7,182	345,463
2046 - 2050	58,427	2,097	60,524
2051 - 2055	28,050	819	28,869
2056	2,874	12	2,886
Total	**$ 2,046,065**	**$ 117,176**	**$ 2,163,241**

NOTE 2 - DETAILED NOTES ON ALL FUNDS - CONTINUED

LONG-TERM DEBT - CONTINUED

Long-term liability activity for the year ended September 30, 2025, was as follows:

	Beginning Balance, as Originally Stated	Restatement	Additions	Reductions		Ending Balance	Due Within One Year
Governmental activities:							
Notes payable from direct borrowings							
2020 Dodge Chargers	32,429	-	-	(32,429)		-	-
2021 Patrol Cars	40,884	-	-	(21,258)		19,626	19,626
Total	73,313	-	-	(53,687)		19,626	19,626
Lease liability	5,280	-	-	(4,463)		817	817
Compensated absences	230,439	(32,628)	-	(1,544)	*	196,267	157,014
Other post employment benefits	1,896,730	-	529,087	(46,457)		2,379,360	-
Governmental activity Long term liabilities	$ 2,205,762	$ (32,628)	$ 529,087	$ (106,151)		$ 2,596,070	$ 177,457

* The change in compensated absences is reported net.

	Beginning Balance, as Originally Stated	Restatement	Additions	Reductions		Ending Balance	Due Within One Year
Business-type activities							
Notes payable from direct borrowings							
SRF Revolving Loan WW62419P	$ 124,645	$ -	$ -	$ (27,209)		$ 97,436	$ 28,240
SRF Revolving Loan WW250201	451,294	-	-	(64,583)		386,711	66,181
SRF Revolving Loan WW250200	160,942	-	-	(23,030)		137,912	24,036
SRF Revolving Loan WW250150	64,657	-	-	(7,626)		57,031	7,687
SRF Revolving Loan CW250160	1,016,230	-	199,079	-		1,215,309	27,494
SRF Revolving Loan DW250151	138,769	-	12,897	-		151,666	2,156
Total	1,956,537	-	211,976	(122,448)		2,046,065	155,794
Bonds payable:							
Utility Revenue Bond Refunding Series 2016	1,220,000	-	-	(234,000)		986,000	239,000
Compensated absences	198,986	(22,243)	3,827	-	*	180,570	120,380
Other post employment benefits	1,927,849	-	574,441	(50,440)		2,451,850	-
Business-type activity Long term liabilities	$ 5,303,372	$ (22,243)	$ 790,244	$ (406,888)		$ 5,664,485	$ 515,174

* The change in compensated absences is reported net.

NOTE 3 - RETIREMENT PLANS

The City has two defined benefit pension plans.

- The City of Wauchula Employee Pension Plan (WEPP)
- The City of Wauchula Police Pension Trust Fund (WPPP)

Plan Description and Summary of Significant Accounting Policies

WEPP - The Plan is a single employer, defined benefit public employee retirement system. Participation is mandatory for full time employees and employees are eligible on the date of hire. Benefit provisions and employer and employee contributions are authorized by the City Commission and trustees. The Plan was amended and restated pursuant to Ordinance 2014-3.

The Plan is accounted for in the accompanying financial statements as a pension trust fund. A separate financial statement is not issued for the Plan. Plan administrative costs are paid by the Plan. The Advisory Committee administers the Plan with final authority residing in the City Commission with powers to amend or extend the provisions of the Plan.

NOTE 3 - RETIREMENT PLANS - CONTINUED

WPPP - The Plan is a single employer, defined benefit public employee retirement system plan. The City has established a special pension trust fund into which shall be paid all monies received by the City under the provisions of Chapter 185, Florida Statutes. Total contributions to the WPPP in 2025 were $65,061, all of which are from the State.

All police employed by the City who have completed one year of continuous service, are qualified as participants in the Police Pension Trust Fund. Participants are entitled to one share in the fund for each full year of service. Participants vest after ten years of service.

The total monies received, including interest earned, any gifts and the credits forfeited by the participants (all of which constitute income to the fund during each fiscal year), shall be allocated and the value of the respective participants' shares shall be determined as follows:

(a) The Board of Trustees shall pay all costs and expenses of management and operation for the fiscal year.

(b) The Board of Trustees shall set aside as much income as it considers advisable as a reserve for expenses for the current fiscal year.

(c) After deducting the monies called for by Subsection (a) and (b), the remaining monies shall be allocated and credited to the share accounts of the respective participants.

The number of shares to which each and every participant is entitled as of the close of each fiscal year shall be added together and the total number of shares thus determined shall be divided into the net amount of money available to be allocated and credited to the respective share accounts. The amount to be credited to the account of each participant will then be obtained by multiplying the value determined for one share by the total number of shares to which each participant is entitled.

An individual account shall be established for each participant, and the amount to which each participant is entitled shall be credited to his account as of the end of each fiscal year.

Plan Membership
At the October 1, 2024 valuation date membership consisted of:

Active	68
Retirees	45
Terminated with deferred vested pensions	20
Total	133

Basis of Accounting
The Pension Plans use the accrual basis of accounting. Plan member contributions are recognized in the period in which the contributions are due. Employer contributions to each plan are recognized when due and the employer has made a formal commitment to provide the contributions. Benefits and refunds are recognized when due and payable in accordance with the terms of each plan.

Asset Valuation
Investments are reported at market value based on quoted prices (Note 1). Investment income is recognized when earned. Gains and losses on sales and exchanges of securities are recognized on the transaction date.

Benefit Provisions-WEPP
Effective May 17, 2010, normal retirement is age 60 with 6 years of service, or any age with 30 years of service. The pension benefit is 2.50% of average earnings for each year of service up to 40 years.

NOTE 3 - RETIREMENT PLANS - CONTINUED

Benefits are available for early retirement at age 50 with at least 6 years of service. The pension benefit is reduced by 1% for each year down to age 55 and further reduced by 2% for each year down to age 60.

Death and disability benefits are also available under the Plan. In service disability benefits are calculated at the larger of the basic pension formula or 50% of average earnings. Non-service disability is calculated as the larger of the basic pension formula or 25% of average final compensation. Pre-retirement death benefits are calculated at 50% of the basic pension formula beginning at the earliest retirement age, and payable to the spouse of a vested participant for life. In addition, the beneficiary of any participant or retiree receives $25,000, reduced by 10% for each year of service less than 10 years.

Vesting occurs after 6 years of service for general employees and 10 years for police officers. Participants who retire at age 50 or later with at least 6 years of service receive a $100 monthly supplemental life annuity.

Contribution Information
WEPP members are required to contribute 10% of their annual covered salary. The City is required to contribute the greater of an actuarially determined rate or 10%. Total employer contributions were $403,268 which were greater than the required contributions for the year ended September 30, 2025, on covered payroll of $3,382,148.

Plan Investments
Plan assets are held with the Florida Municipal Pension Trust Fund (FMPTF), an agent multiple employer pension plan administered by the FMPTF Board of Trustees. The FMPTF issues a publicly available report that includes the combined financial statements of all plan members which can be obtained from their website. Separate accounts are maintained for each employer group.

The plan follows the investment policies of the FMPTF. The Master Trustees of the FMPTF have the exclusive authority and discretion to manage and control the assets of the FMPTF. The City has selected to participate in the FMPTF 60/40 Target Fund. The maximum target asset allocation for equities is 60%. The following was the adopted asset allocation policy as of September 30, 2025:

Asset Class	Total Allocation
Equities	60%
Large Cap	25%
Small Cap	14%
International	21%
Fixed Income	40%
Core Bonds	15%
Core Plus	15%
Core Real Estate	10%

All employee pension plan assets with the FMPTF are included in the trust's master Trust Fund. Employee pension plan assets of the defined benefit type are invested by the FMPTF through the Florida Municipal Investment Trust (FMIvT) for the benefit of the participating employers, participating employees and beneficiaries. The FMIvT is a Local Government Investment Pool (LGIP) and, therefore, considered an external investment pool. The plans have a beneficial interest in shares in the FMIvT portfolios listed below. The plan's investment is the beneficial interest in the FMIvT portfolio, not the individual securities held within each portfolio.

NOTE 3 - RETIREMENT PLANS - CONTINUED

As of September 30, 2025, the asset allocations for the various investment models were as follows:

Asset Allocation and Model/Percentage	WEPP/WPPP 60/40
Cash and Money Market	0.8%
FMIvT Broad market high quality bond	16.0%
FMIvT Core plus fixed income	14.8%
FMIvT Diversified large cap	25.4%
FMIvT Diversified small to mid cap equity	13.1%
FMIvT International equity	21.8%
FMIvT Core real estate	8.1%
	100.0%

Credit Risk - Credit risk exists when there is a possibility that the issuer or other counterparty to an investment may be unable to fulfill its obligations.

The FMIvT Broad Market High Quality Bond Fund has a Fitch Rating of AAf/S4. The FMIvT Core Plus Fixed Income Fund and the equities portfolios are not rated.

Interest Rate Risk - Interest rate exists when there is a possibility that changes in interest rates could adversely affect an investment's fair value.

The FMIvT Broad Market High Quality Bond Fund has a weighted average maturity of 7.10 years. The FMIvT Core Plus Fixed Income Fund has a weighted average to maturity of 5.76 years.

Foreign Currency Risk - Participating employer's investments in the FMIvT are not subject to foreign currency risk.

Rate of Return - For the year ended September 30, 2025 the annual money-weighted rate of return on Pension Plan Investments, net of pension plan investment expense, was 8.45% for the WEPP. The money-weighted rate of return expresses investment performance, net of investment expense, adjusted for the changing amounts actually invested.

The components of the net pension liability (asset) of the City at September 30, 2025 were as follows:

Total pension liability	$ 21,963,133
Less fiduciary position	(26,559,000)
Net pension liability (asset)	**$ (4,595,867)**
Plan fiduciary net position as a percentage of total pension liability (asset)	120.93%

NOTE 3 - RETIREMENT PLANS - CONTINUED

Net Pension Liability (Asset)-WEPP

	Total Pension Liability (a)	Fiduciary Net Position (b)	Net Pension Liability (Asset) (a - b)
Balance as of September 30, 2024	$ 21,363,575	$ (25,043,776)	$ (3,680,201)
Change due to:			
Service cost	864,218	-	864,218
Expected interest growth	1,472,264	(1,733,230)	(260,966)
Unexpected investment income	-	(358,432)	(358,432)
Demographic experience	(904,709)	-	(904,709)
Employer contributions	-	(384,096)	(384,096)
Employee contributions	-	(393,038)	(393,038)
Benefit payments & refunds	(1,297,584)	1,297,584	-
Administrative expenses	-	55,988	55,988
Changes in benefit terms	465,369	-	465,369
Assumption changes	-	-	-
Balance as of September 30, 2025	**$ 21,963,133**	**$ (26,559,000)**	**$ (4,595,867)**

The Sponsor's net pension liability (asset) was measured as of September 30, 2025.

Actuarial Assumptions-WEPP

The total pension liability, net pension liability (asset), and certain sensitivity information are based on an actuarial valuation performed as of October 1, 2024. The total pension liability was rolled-forward from the valuation date to the plan's fiscal year ending September 30, 2025. The total pension liability was determined using the following actuarial assumptions, applied to all periods included in the measurement.

Investment rate of return (2.62% for inflation)	7.00%
Projected salary increases	5.00% per annum
COLA	None assumed

For eligible police officers, 20% are assumed to retire at each of ages 55 through 57, 30% are assumed to retire each of ages 58 and 59, and 100% are assumed to retire at age 60. For all other eligible participants, 10% are assumed to retire at each of ages 55 through 59 and 100% are assumed to retire at age 60. Regardless of the foregoing, participants who have earned at least 30 years of service are assumed to retire immediately and deferred vested participants are assumed to commence benefits at their normal retirement age.

Pre-retirement mortality is based on the sex-distinct rates set forth in the PUB-2010 Headcount-Weighted Below Median Employee Mortality Table for general employees, with full generational improvements in mortality using Scale MP-2018 and with male ages set back one year; post-retirement mortality is based on the sex-distinct rates set forth in the PUB-2010 Headcount-Weighted Below Median Healthy Retiree Mortality Table for general employees, with full generational improvements in mortality using Scale MP-2018 and with male ages set back one year.

The long-term expected rate of return on pension plan investments was determined using a building-block in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expenses and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. Best estimates of arithmetic real rates of return for each major asset class included the pension plan's target asset allocation as of September 30, 2025 are summarized in the following table:

NOTE 3 - RETIREMENT PLANS - CONTINUED

Actuarial Assumptions-WEPP - Continued

Long-Term Expected Asset Class	Real Rate of Return
Equities	
Large Cap	4.60%
Small Cap	5.50%
International	6.70%
Fixed Income	
Core Bonds	1.60%
Core Plus	2.10%
Core Real Estate	5.00%
Total or weighted arithmetic average	4.38%

Discount Rate

The discount rate used to measure the total pension liability (asset) was 7.00%. The projection of cash flows used to determine the discount rate assumed that plan member contributions will be made at the current contribution rate and that sponsor contributions will be made at rates equal to the difference between actuarially determined contribution rates and the member rate. Based on those assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability (asset).

Sensitivity of the net pension liability (asset) to changes in the discount rate

The following presents the net pension liability (asset) of the City, calculated using the discount rate of 7.00%, as well 1% higher and 1% lower than the current rate:

	1% Decrease 6.00%	Current Discount Rate 7.00%	1% Increase 8.00%
Net pension liability (asset)	$ (1,780,164)	$ (4,595,867)	$ (7,344,749)

Changes of Assumptions

There were no changes of assumptions since the prior measurement date.

Changes in Benefit Terms

Since the prior measurement date, retirees were provided with a 5.00% cost-of-living adjustment.

NOTE 3 - RETIREMENT PLANS - CONTINUED

Pension Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

For the year ended September 30, 2025 the City recognized pension expense of $123,380. At September 30, 2025 the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Balance as of September 30, 2024	$ 2,902,333	$ (4,391,503)
Amortization payments	(1,217,566)	1,825,757
Investment gain/loss	-	(358,432)
Demographic gain/loss	-	(904,709)
Assumption changes	-	-
Total change	-	-
Balance as of September 30, 2025	**$ 1,684,767**	**$ (3,828,887)**

Amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Year ended September 30:	Deferred Outflows of Resources	Deferred Inflows of Resources
2026	$ 1,214,045	$ (1,283,466)
2027	271,122	(1,161,094)
2028	170,976	(935,926)
2029	25,558	(268,276)
2030	3,066	(155,196)
Thereafter	-	(24,929)

The following financial statements present the combining statement of fiduciary net position by pension trust fund as of and for the year ended September 30, 2025.

COMBINING STATEMENT OF FIDUCIARY NET POSITION

	Employee Pension Fund	Police Pension Fund	OPEB Trust Fund	Total
ASSETS				
Cash	$ -	$ 72	$ -	$ 72
Investments	26,559,000	4,411,252	657,598	31,627,850
Receivable - Employer	11,652	-	-	11,652
Receivable - Employee	27,751	-	-	27,751
Total assets	$ 26,598,403	$ 4,411,324	$ 657,598	$ 31,667,325
NET POSITION				
Held in trust for pension benefits	$ 26,598,403	$ 4,411,324	$ -	$ 31,009,727
Restricted for OPEB benefits	-	-	657,598	657,598
Total net position	$ 26,598,403	$ 4,411,324	$ 657,598	$ 31,667,325

NOTE 3 - RETIREMENT PLANS - CONTINUED

COMBINING STATEMENT OF CHANGES IN FIDUCIARY NET POSITION

	Employee Pension Fund	Police Pension Fund	OPEB Trust Fund	Total
ADDITIONS				
Contributions:				
Employer	$ 403,268	$ -	$ 79,309	$ 482,577
Plan members	423,493	-	-	423,493
Other income	-	65,061	-	65,061
Total contributions	826,761	65,061	79,309	971,131
Investment earnings:				
Net change in the fair value of investments	2,091,661	339,944	52,277	2,483,882
Total additions	2,918,422	405,005	131,586	3,455,013
DEDUCTIONS				
Pension benefits paid	1,297,584	-	-	1,297,584
OPEB refunds	-	-	177,774	177,774
Administrative expenses	55,988	9,855	1,179	67,022
Total deductions	1,353,572	9,855	178,953	1,542,380
Change in net position	1,564,850	395,150	(47,367)	1,912,633
Net Position - beginning	25,033,553	4,016,174	704,965	29,754,692
Net Position - ending	$ 26,598,403	$ 4,411,324	$ 657,598	$ 31,667,325

Fair Value Measurements

The City categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles which are measured on a recurring basis (Note 1). The pension plans have the following recurring fair value measurements as of September 30:

	September 30, 2025	Quoted Prices In Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Investments by fair value level				
Mutual funds / short-term investments	$ 249,076	$ 249,076	$ -	$ -
FMIvT Broad market high quality bond	5,087,418	-	5,087,418	-
FMivT Core plus fixed income	4,713,144	-	-	4,713,144
FMIvT diversified large cap	8,018,349	-	8,018,349	-
FMIvT Diversified small to mid cap	4,118,260	-	4,118,260	-
FMIvT International equity	6,876,459	-	6,876,459	-
FMIvT Core real estate	2,565,144	-	-	2,565,144
Total investments	**$ 31,627,850**	**$ 249,076**	**$ 24,100,486**	**$ 7,278,288**

Mutual funds and short-term investments classified in Level 1 of the fair value hierarchy are valued using prices quoted in active markets for those securities. Investments held with Florida Municipal Investment Trust (FMIvT) are held in a Local Government Investment Pool (LGIP) which are classified as either Level 2 or Level 3.

NOTE 3 - RETIREMENT PLANS - CONTINUED

Level 2 investments are invested in funds or portfolios in which the underlying asset values are based on quoted prices or market-corroborated inputs, however, the net asset value of the portfolio is not publicly quoted. FMIvT Core Plus Fixed Income and FMIvT Core Real Estate are funds classified as Level 3 since the shares of the funds are not publicly quoted and the underlying funds invest in a variety of financial instruments.

The City did not have any assets or liabilities included in the pension or OBEP plans that are not measured at fair value.

NOTE 4 - OTHER POST-EMPLOYMENT BENEFIT PLAN

Plan Description

Plan Administration – The City of Wauchula administers a single employer defined benefit plan (Plan) that is used to provide post-employment benefits other than pensions (OPEB), through the City's Personnel Rules and Regulations with the following provisions:

Employees hired prior to January 1, 1999:

- Entitled to participate in the City's group medical insurance plan until becoming eligible for Medicare, and thereafter in the City approved Medicare Supplement, if the City has approved one, at their own expense unless prior to retirement of a particular employee, the City Commission decides otherwise.
- Retirees must pay a monthly premium as determined by the insurance carrier, less any explicit subsidies that are provided by the City. The premium varies depending on whether the retiree elects single, spousal, or family coverage.

Employees hired after January 1, 1999:

- Entitled to participate in any City plan upon retirement but at the employee's own expense.

The Plan is vested and subject to change by approval of the City Commissioners. Separate financial statements of the Plan are not available.

Benefits Provided – For employees hired prior to January 1, 1999, the City provides an explicit health insurance subsidy equal to the premium for single coverage under the City's health insurance plan, less $100 per month which is provided under the City-sponsored pension plan. The subsidy is provided regardless of whether the retiree elects coverage under the City-sponsored health insurance plan, and the subsidy is provided for life. The City also provides a $30 monthly utility subsidy. The utility subsidy is provided to the retiree for life and to the retiree's spouse for life after the retiree's death

Plan Membership – October 1, 2024 (the date of the City's actuarial valuation), membership in the Plan consisted of the following:

Current Retirees	28
Active Employees	68
	96

Contributions – Through 2015, the City's OPEB benefits were unfunded. Effective October 1, 2015, the City established an Other Post-Employment Benefit Trust (Trust) of which the assets are held with the Florida Municipal Pension Trust (FMPT). Annual contributions to the OPEB Trust are not required and are determined annually by the City Commissioners. During the year ended September 30, 2025, the City contributed $87,001 to the OPEB Trust. For the year ended September 30, 2025, the City's average contribution rate was 2.68 percent of covered-employee payroll of $3,241,823. Plan members are not required to contribute to the Plan.

NOTE 4 - OTHER POST-EMPLOYMENT BENEFIT PLAN - CONTINUED

Investments

Investment Policy – Plan assets are held with the Florida Municipal Pension Trust Fund (FMPTF) an agent multiple employer pension plan administered by the FMPTF Board of Trustees. The Plan follows the investment policies of the FMPTF. The Master Trustees of the FMPTF have the exclusive authority and discretion to manage and control the assets of the FMPTF. The ultimate subsidies that are not financed with assets in the trust, are financed directly by general assets of the City, which are invested in qualified public depositories. Payments for benefits or contributions to the OPEB Trust come from the City's General Fund.

The City has selected to participate in the FMPTF OPEB 50/50 Fund. The following was the adopted asset allocation policy as of September 30, 2025:

Asset Class	Total Allocation
Equities	50%
Large Cap	29%
Small Cap	8%
International	13%
Fixed Income	50%
Core Bonds	20%
Core Plus	20%
Core Real Estate	10%

As of September 30, 2025, the asset allocations for the various investment models were as follows:

Asset Allocation and Model/Percentage	OPEB 50/50
Cash and Money Market	0.2%
FMIvT Broad market high quality bond	20.1%
FMIvT Core plus fixed income	19.7%
FMIvT Diversified large cap	23.1%
FMIvT Diversified small to mid cap equity	9.3%
FMIvT International equity	19.0%
FMIvT Core real estate	8.6%
	100.0%

There were no changes in the investment policy during the year ended September 30, 2025. For all other investment disclosures, including fair value and risk, see Note 3.

Concentrations – The Plan did not hold investments in any one organization that represents 5 percent of more of the Plan's fiduciary net position.

Rate of Return – For the year ended September 30, 2025, the annual money-weighted rate of return on investments, net of investment expense, was 6.70 percent. The money-weighted rate of return expresses investment performance, net of investment expense, adjusted for the changing amounts actually invested.

Receivables

As of September 30, 2025, the Plan did not have any receivables.

Allocated Insurance Contracts

As of September 30, 2025, the Plan did not have any allocated insurance contracts.

Reserves

As of September 30, 2025, the Plan did not have any reserves.

NOTE 4 - OTHER POST-EMPLOYMENT BENEFIT PLAN - CONTINUED

Net OPEB Liability

The components of the net OPEB liability of the City at September 30, 2025, were as follows:

Total OPEB liability	$	5,488,808
Plan fiduciary net position		(657,598)
City's net OPEB liability	**$**	**4,831,210**

Plan fiduciary net position as a percentage of the total OPEB liability 11.98%

The City's net OPEB liability was measured as of September 30, 2025, and the total OPEB liability used to calculate the net OPEB liability was determined by an actuarial valuation as of October 1, 2024.

Actuarial Assumptions -The total OPEB liability was determined by an actuarial valuation as of October 1, 2024 in which the individual entry age normal cost method was used. The actuarial valuation's determination of the OPEB liability, using the following actuarial assumptions, applied to all periods included in the measurement, unless otherwise specified:

- Discount Rate: 4.53% per annum; this rate was used to discount all future benefit payments and is based on a blend of the expected long-term return on assets (for benefits payments during the first eight years after the valuation date) and a yield on 20-year Grade AA/Aa or higher municipal bonds of 4.50% per annum (for benefit payments beyond the first eight years after the valuation date); the expected long-term return on assets was determined by the Asset Consulting Group and the municipal bond yield is based on the return on the S&P Municipal Bond 20-year High Grade Index as of the measurement date.
- Expected Long-Term Return on Assets: 6.50% per annum (2.62% per annum is attributable to long-term inflation).
- Salary Increases: 3.00% per annum.
- Cost-of-Living Increases: Retiree contributions and health insurance premiums have been assumed to increase in accordance with the healthcare cost trend rates.
- Healthcare Cost Trend Rates: Increases in healthcare costs are assumed to be 8.00% for the 2024/25 fiscal year graded down by 0.50% per year to 5.00% for the 2030/31 and later fiscal years.
- Age-Related Morbidity: Healthcare costs are assumed to increase at the rate of 3.50% for each year of age.
- Mortality basis: Sex-distinct rates set forth in the PUB-2010 Mortality Table (without income adjustments) for general and public safety employees, with full generational improvements in mortality using Scale MP-2020.
- Retirement: 10% of eligible general employees are assumed to retire at each of ages 55 through 59 and 100% of eligible general employees are assumed to retire at age 60; 20% of eligible police officers are assumed to retire at each of ages 55 through 57, 30% of eligible police officers are assumed to retire at each of ages 58 and 59, and 100% of eligible police officers are assumed to retire at age 60; regardless of the foregoing, employees who have earned at least 30 years of service are assumed to retire immediately.
- Disability: Assumed disability uses age and gender based rates; general employee disability rates range from 0.075% (males) and 0.035% (females) at age 25, 0.096% (males) and 0.054% (females) at age 35, and 0.162% (males) and 0.085% (females) at age 45, to 0.400% (males) and 0.180% (females) at age 55; police officer disability rates range from 0.179% (males) and 0.075% (females) at age 25, 0.290% (males) and 0.096% (females) at age 35, and 0.795% (males) and 0.162% (females) at age 45, to 1.030% (males) and 0.040% (females) at age 55.
- Employment Termination: Assumed withdrawal uses age-based rates; general employee withdrawal rates range from 7.10% at age 25, 4.20% at age 35, 1.80% at age 45, and 0.80% at age 55 to 0.00% at age 60; police officer withdrawal rates range from 5.00% at age 25 and 3.00% at age 35, to 0.00% at age 45.

NOTE 4 - OTHER POST-EMPLOYMENT BENEFIT PLAN - CONTINUED

- Coverage Election: 25% of eligible employees are assumed to elect medical coverage under the City's health insurance plan for life upon retirement or disability and 80% of those electing coverage are also assumed to elect coverage for their spouse.
- Spouses and Dependents: Husbands are assumed to be three years older than wives; retirees are not assumed to have any dependent children.
- COBRA: Future healthcare coverage provided solely pursuant to COBRA was not included in the OPEB valuation; because the COBRA premium is determined periodically based on plan experience, the COBRA premium to be paid by the participant is assumed to fully cover the cost of providing healthcare coverage during the relevant period.
- Changes in Assumptions: Since the prior measurement date, the discount rate was increased from 4.21% per annum to 4.53% per annum.
- Changes in the Healthcare Cost Trend Rates: The healthcare cost trend rates were increased from 6.50% for the 2024/25 fiscal year graded down to 5. 00% for the 2027/28 and later fiscal years.
- Changes in Implied Monthly Subsidy: The implied monthly subsidy at age 60 for the 2024/25 fiscal year was changed from $520.60 to $475.00 for the retiree and from $665. 22 to $675. 00 for the retiree 's spouse.

The long-term expected rate of return on OPEB plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation.

Best estimates of arithmetic real rates of return for each major asset class included in the target asset allocation as of September 30, 2025 are summarized in the following table:

Asset Class	Long-Term Expected Real Rate of Return
Core Bonds	1.60% per annum
Core Real Estate	5.00% per annum
Core Plus	2.10% per annum
U.S. Large Cap Equities	4.60% per annum
U.S. Small Cap Equities	5.50% per annum
Non-U.S. Equities	6.70% per annum
Total or Weighted Arithmetic Average	3.88% per annum

Discount Rate - The discount rate used to measure the total OPEB liability was 4.53 percent (increased from 4.21% in the prior year). The projection of cash flows used to determine the discount rate assumed that City contributions will be made at rates equal to the actuarially determined contribution rates. Based on those assumptions, the OPEB plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on OPEB plan investments was applied to all periods of projected benefit payments to determine the total OPEB liability.

NOTE 4 - OTHER POST-EMPLOYMENT BENEFIT PLAN - CONTINUED

Changes in the Net OPEB Liability

	Total OPEB Liability	Fiduciary Net Position	Net OPEB Liability
Balance as of September 30, 2024	$ 4,521,852	$ (697,273)	$ 3,824,579
Changes due to:			
Service cost	73,907	-	73,907
Expected interest growth	203,040	(42,381)	160,659
Unexpected investment income	-	(9,896)	(9,896)
Differences between expected and actual experience	766,247	-	766,247
Employer contributions	-	(87,001)	(87,001)
Employee contributions	-	-	-
Benefit payments & refunds	(171,774)	171,774	-
Administrative expenses	-	7,179	7,179
Changes in benefit terms	-	-	-
Assumption changes	95,536	-	95,536
Balance as of September 30, 2025	**$ 5,488,808**	**$ (657,598)**	**$ 4,831,210**

Sensitivity of the Net OPEB Liability to Changes in the Discount Rate

The following presents the net OPEB liability of the City, as well as what the City's net OPEB liability would be if it were calculated using a discount rate that is 1-percentage point lower or 1-percentage-point higher than the current discount rate:

	1% Decrease 3.53%	Current Discount Rate 4.53%	1% Increase 5.53%
Net OPEB Liability	$ 5,575,890	$ 4,831,210	$ 4,221,403

Sensitivity of the Net OPEB Liability to Changes in the Healthcare Cost Trend Rates

The following presents the net OPEB liability of the City, as well as what the City's net OPEB liability would be if it were calculated using healthcare cost trend rates that are 1-percentage-point lower or 1-percentage-point higher than the current healthcare cost trend rates:

	1% Decrease	Current Discount 8.00% graded down to 5.00%	1% Increase
Net OPEB Liability	$ 4,216,045	$ 4,831,210	$ 5,570,855

The financial statements of the OPEB Trust Fund are included in Note 3.

Payable to the OPEB Plan

At September 30, 2025, the City did not have any outstanding contributions payable to the Plan required for the year ended September 30, 2025.

NOTE 4 - OTHER POST-EMPLOYMENT BENEFIT PLAN - CONTINUED

OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB

For the year ended September 30, 2025, the City recognized OPEB expense of $117,293. At September 30, 2025, the City reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Balance as of September 30, 2024	$ 1,235,939	$ 2,649,590
Change due to:		
Amortization payments	(499,698)	(624,150)
Investment gain/loss	-	9,896
Demographic gain/loss	766,247	-
Assumption changes	95,536	-
Total change	362,085	(614,254)
Balance as of September 30, 2025	**$ 1,598,024**	**$ 2,035,336**

Amounts reported as deferred outflows of resources and deferred inflows of resources related to OPEB will be recognized in OPEB expense as follows:

Year ended September 30:	Deferred Outflows of Resources	Deferred Inflows of Resources
2026	$ 499,700	$ (608,119)
2027	407,157	(503,957)
2028	172,543	(420,099)
2029	162,679	(220,684)
2030	161,471	(148,772)
Thereafter	194,474	(133,705)

NOTE 5 - CONTINGENCIES

From time to time, the City is involved in litigation with various parties. The outcome of these matters and potential losses to the City cannot be determined. As a result, no liability has been recorded in these financial statements. However, it is at least reasonably possible that a liability could result in the near term.

NOTE 6 - COMMITMENTS

The City has entered into long term construction contracts for the completion of various projects. The total commitment at September 30, 2025 is $12,373,173, of which $7,832,777 has been completed by September 30, 2025 and $4,540,396 remains committed. Of the remaining balance, $3,706,317 is expected to be funded by grant awards the City has received.

REQUIRED SUPPLEMENTARY INFORMATION

CITY OF WAUCHULA, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
BUDGET TO ACTUAL - GENERAL FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2025

	Original Budget	Final Budget	Actual	Variance with Final Budget
Revenues				
Taxes	$ 1,743,802	$ 1,743,802	$ 1,803,738	$ 59,936
Charges for services	175,346	175,346	131,117	(44,229)
Fines and forfeitures	32,700	32,700	50,873	18,173
Intergovernmental revenue	1,066,400	1,066,400	1,055,653	(10,747)
Interest	25,000	25,000	94,421	69,421
Licenses and permits	12,000	12,000	15,240	3,240
Grant revenue	52,073	2,112,252	1,833,212	(279,040)
Miscellaneous revenues	23,300	23,300	46,191	22,891
Total Revenues	3,130,621	5,190,800	5,030,445	(160,355)
Expenditures				
General government	1,628,823	1,685,373	1,635,032	50,341
Police department	1,843,013	1,871,638	1,826,078	45,560
Highways and streets	332,584	332,584	297,635	34,949
Culture/recreation	531,750	531,750	509,698	22,052
Capital outlay	217,000	2,192,004	2,195,343	(3,339)
Debt service	55,020	55,020	55,610	(590)
Total expenditures	4,608,190	6,668,369	6,519,396	148,973
Excess of revenues over (under) expenditures	(1,477,569)	(1,477,569)	(1,488,951)	(11,382)
Other Financing Sources (Uses)				
Proceeds from sales of assets	-	-	87,230	87,230
Transfers In	2,012,702	2,012,702	2,012,702	-
Transfers Out	(535,133)	(535,133)	(535,152)	(19)
Total Other Financing Sources (Uses)	1,477,569	1,477,569	1,564,780	87,211
Net Change in Fund Balances	-	-	75,829	75,829
Fund Balance - Beginning	2,796,211	2,796,211	2,796,211	-
Fund Balance - Ending	**$ 2,796,211**	**$ 2,796,211**	**$ 2,872,040**	**$ 75,829**

Note 1 - Budgetary Basis
The general fund budget is adopted on a basis consistent with generally accepted accounting principles.

CITY OF WAUCHULA, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
BUDGET TO ACTUAL - SPECIAL REVENUE FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2025

	Original Budget	Final Budget	Actual	Variance with Final Budget
REVENUES				
Taxes	$ 778,663	$ 778,663	$ 866,295	$ 87,632
Interest	10,000	10,000	78,541	68,541
Grant revenue	2,867,458	2,867,458	-	(2,867,458)
Miscellaneous revenues	15,000	15,000	-	(15,000)
Total Revenues	3,671,121	3,671,121	944,836	(2,726,285)
EXPENDITURES				
General government	568,446	568,446	398,029	170,417
Capital outlay	4,915,000	4,915,000	608,791	4,306,209
Total Expenditures	5,483,446	5,483,446	1,006,820	4,476,626
Excess (Deficiency) of Revenues Over (Under) Expenditures	(1,812,325)	(1,812,325)	(61,984)	1,750,341
OTHER FINANCING SOURCES (USES)				
Transfers in	1,812,325	1,812,325	535,152	(1,277,173)
Total Other Financing Sources (Uses)	1,812,325	1,812,325	535,152	(1,277,173)
Net change in Fund Balances	-	-	473,168	473,168
Fund Balance - Beginning	1,846,582	1,846,582	1,846,582	-
Fund Balance - Ending	**$ 1,846,582**	**$ 1,846,582**	**$ 2,319,750**	**$ 473,168**

Note 1 - Budgetary Basis
The special revenue fund budget is adopted on a basis consistent with generally accepted accounting principles.

CITY OF WAUCHULA, FLORIDA
SCHEDULE OF CHANGES IN NET PENSION (ASSET) LIABILITY AND RELATED RATIOS
WEPP
LAST TEN FISCAL YEARS

	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
Total pension liability										
Service cost	$ 632,364	$ 644,200	$ 685,722	$ 716,988	$ 695,964	$ 734,403	$ 750,905	$ 857,684	$ 910,621	$ 864,218
Expected interest growth	823,513	1,024,605	1,074,934	1,116,945	1,201,329	1,257,637	1,311,129	1,344,851	1,448,391	1,472,264
Demographic gain/loss	(580,470)	(856,549)	(339,093)	(115,371)	(265,122)	110,449	(801,206)	181,972	(155,392)	(904,709)
Employee contributions	–	–	–	–	–	–	–	–	–	–
Benefit payments, including refunds	(929,139)	(849,400)	(814,712)	(903,232)	(844,451)	(1,030,634)	(890,759)	(920,896)	(1,117,456)	(1,297,584)
Administrative expenses	–	–	–	–	–	–	–	–	–	–
Changes in benefit terms	–	–	–	406,441	–	–	–	–	–	465,369
Assumption changes	2,906,292	707,505	–	–	–	(326,442)	–	–	–	–
Net change in total pension liability	2,852,560	670,361	606,851	1,221,771	787,720	745,413	370,069	1,463,611	1,086,164	599,558
Total pension liability – Beginning	11,559,055	14,411,615	15,081,976	15,688,827	16,910,598	17,698,318	18,443,731	18,813,800	20,277,411	21,363,575
Total pension liability – Ending (a)	$ 14,411,615	$ 15,081,976	$ 15,688,827	$ 16,910,598	$ 17,698,318	$ 18,443,731	$ 18,813,800	$ 20,277,411	$ 21,363,575	$ 21,963,133
Plan fiduciary net position										
Contributions – Employer	13,515	277,978	208,949	133,519	4,783	155,637	229,950	7,765	445,257	384,096
Contributions – Employee	271,126	–	293,056	304,838	322,149	328,953	360,424	386,114	368,046	393,038
Investment Income	1,283,244	2,169,961	1,344,711	1,001,891	1,263,532	3,890,857	(3,081,357)	1,726,692	4,173,435	2,091,662
Benefit payments, including refunds of employee contributions	(929,139)	(849,400)	(814,712)	(903,232)	(844,451)	(1,030,634)	(890,759)	(920,896)	(1,117,456)	(1,297,584)
Administrative expense	(49,123)	(41,040)	(48,967)	(43,798)	(42,731)	(47,839)	(48,819)	(47,853)	(50,674)	(55,988)
Net change in plan fiduciary net position	589,623	1,557,499	983,037	493,218	703,282	3,296,974	(3,430,561)	1,151,822	3,818,608	1,515,224
Plan fiduciary net position – Beginning	15,880,274	16,469,897	18,027,396	19,010,433	19,503,651	20,206,933	23,503,907	20,073,346	21,225,168	25,043,776
Plan fiduciary net position – Ending (b)	$ 16,469,897	$ 18,027,396	$ 19,010,433	$ 19,503,651	$ 20,206,933	$ 23,503,907	$ 20,073,346	$ 21,225,168	$ 25,043,776	$ 26,559,000
Net pension liability (asset) – Ending (a) – (b)	$ (2,058,282)	$ (2,945,420)	$ (3,321,606)	$ (2,593,053)	$ (2,508,615)	$ (5,060,176)	$ (1,259,546)	$ (947,757)	$ (3,680,201)	$ (4,595,867)
Plan fiduciary net position as a percentage of the total pension liability (asset)	114.28%	119.53%	121.17%	115.33%	114.17%	127.44%	106.69%	104.67%	117.23%	120.93%
Covered employee payroll	$ 2,590,078	$ 2,537,297	$ 2,685,252	$ 2,817,015	$ 2,775,343	$ 2,944,531	$ 2,999,018	$ 3,342,507	$ 3,427,583	$ 3,382,148
Net pension liability as a percentage of covered employee payroll	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

CITY OF WAUCHULA, FLORIDA
SCHEDULE OF CONTRIBUTIONS
WEPP
LAST TEN FISCAL YEARS

	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
Actuarially determined contribution	$ 195,961	$ 198,198	$ 94,657	$ 133,084	$ 160,430	$ 152,963	$ -	$ 504,265	$ 480,668	$ 384,096
Contributions in relation to the actuarially determined contributions	13,515	-	208,949	133,519	4,783	155,637	229,950	7,765	445,257	384,096
Contribution deficiency (excess)	$ 182,446	$ 198,198	$ (114,292)	$ (435)	$ 155,647	$ (2,674)	$ (229,950)	$ 496,500	$ 35,411	$ -
Covered employee payroll	2,590,078	2,537,297	2,685,252	2,817,015	2,775,343	2,944,531	2,999,018	3,342,507	3,427,583	3,382,148
Contributions as a percentage of covered employee payroll	0.52%	0.00%	7.78%	4.74%	0.17%	5.29%	7.67%	0.23%	12.99%	11.36%

CITY OF WAUCHULA, FLORIDA
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION
WEPP

Employers reporting date:	September 30, 2025
Measurement date:	September 30, 2025
Valuation Date:	October 1, 2024

Actuarially determined contribution rates are calculated as of October 1, prior to the end of the fiscal year in which contributions are reported.

Actuarial assumptions

Discount rate:	7.00% per annum (2.62% per annum is attributable to long-term inflation): this rate was used to discount all future benefit payments.
Salary increases:	5.00% per annum. Average pay is increased by 5.00% to reflect anticipated lump sum compensation payments upon termination.
Cost-of-living increases:	None assumed
Mortality basis:	Pre-retirement mortality is based on the sex-distinct rates set forth in the PUB-2010 Headcount-Weighted Below Median Employee Mortality Table for general employees, with full generational improvements in mortality using Scale MP-2018 and with male ages set back one year; post-retirement mortality is based on the sex-distinct rates set forth in the PUB-2010 Headcount-Weighted Below Median Healthy Retiree Mortality Table for general employees, with full generational improvements in mortality using Scale MP-2018 and with male ages set back one year.
Retirement:	For eligible police officers, 20% are assumed to retire at each of ages 55 through 57, 30% are assumed to retire each of ages 58 and 59, and 100% are assumed to retire at age 60. For all other eligible participants, 10% are assumed to retire at each of ages 55 through 59 and 100% are assumed to retire at age 60. Regardless of the foregoing, participants who have earned at least 30 years of service are assumed to retire immediately and deferred vested participants are assumed to commence benefits at their normal retirement age.
Other decrements:	Assumed employment termination is based on age; for police officers, termination rates range from 5.00% at age 25 to 0.00% at age 45; for all other participants, termination rates range from 7.10% at age 25 to 0.00% at age 60. Assumed disability is based on gender and age; for police officers, disability rates range from 0.179% for males and 0.075% for females at age 25 to 1.03% for males and 0.04% for females at age 55, with 80% of disabilities assumed to be service-related; for all other participants, disability rates range from 0.075% for males and 0.035% for females at age 25 to 0.40% for males and 0.18% for females at age 55, with 20% of disabilities assumed to be service related.
Marriage assumption:	80% of non-retired participants are assumed to be married, with husbands three years older than wives.
Form of payment:	Future married retirees are assumed to select the 50% joint and contingent annuity; future unmarried police retirees are assumed to select the 10-year certain and life annuity; all other future unmarried retirees are assumed to select the single life annuity.
Non-investment expenses:	1.75% of covered payroll
Future contributions:	Contributions from the employer and employees are assumed to be made as legally required.
Changes of assumptions:	There were no changes of assumptions since the prior measurement date.
Changes in benefit terms:	Since the prior measurement date, retirees were provided with a 5.00% cost-of-living adjustment.

SCHEDULE OF ANNUAL MONEY-WEIGHTED RETURN ON INVESTMENTS - LAST TEN YEARS

Year Ended	PERCENTAGE
09/30/25	8.45%
09/30/24	19.83%
09/30/23	8.73%
09/30/22	-13.21%
09/30/21	19.54%
09/30/20	6.57%
09/30/19	5.34%
09/30/18	7.53%
09/30/17	13.42%
09/30/16	8.26%

The annual money weighted return on investments is net of investment expense.

CITY OF WAUCHULA, FLORIDA
SCHEDULE OF CHANGES IN THE CITY'S NET OPEB LIABILITY AND RELATED RATIOS
AVAILABLE FISCAL YEARS *

	2017	2018	2019	2020	2021	2022	2023	2024	2025
Total OPEB liability									
Service cost	$ 89,281	$ 91,285	$ 76,135	$ 100,915	$ 109,968	$ 72,366	$ 62,392	$ 72,593	$ 73,907
Interest	158,996	191,473	157,853	126,785	167,555	310,942	261,446	212,407	203,040
Changes of benefit terms	–	–	–	–	–	–	–	–	–
Differences between expected and actual experience	–	(871,543)	951,050	193,790	(414,919)	54,170	(314,198)	(1,025,064)	766,247
Changes of assumptions	–	(349,655)	(39,687)	1,187,996	147,769	(1,495,762)	(112,817)	344,285	95,536
Benefit payments	(122,410)	–	(120,565)	(125,871)	(129,990)	(114,129)	(149,804)	(142,396)	(171,774)
Net change in total OPEB liability	125,867	(938,440)	1,024,786	1,483,615	(119,617)	(1,172,413)	(252,981)	(538,175)	966,956
Total OPEB liability - Beginning	4,909,210	5,035,077	4,096,637	5,121,423	6,605,038	6,485,421	5,313,008	5,060,027	4,521,852
Total OPEB liability - Ending	**$ 5,035,077**	**$ 4,096,637**	**$ 5,121,423**	**$ 6,605,038**	**$ 6,485,421**	**$ 5,313,008**	**$ 5,060,027**	**$ 4,521,852**	**$ 5,488,808**
Plan fiduciary net position									
Contributions - Employer	$ 155,734	$ 84,107	$ 171,258	$ 181,903	$ 121,775	$ 130,834	$ 135,363	$ 133,447	$ 87,001
Interest	15,006	23,975	17,409	34,101	14,564	32,131	28,386	38,753	9,896
Net investment income	9,152	(2,713)	10,017	(354)	80,159	(119,142)	15,089	70,502	42,381
Benefit payments	–	–	(120,565)	(125,871)	(129,990)	(114,129)	(149,804)	(142,396)	(171,774)
Administrative expense	(6,445)	(6,869)	(6,949)	(7,017)	(7,133)	(8,651)	(8,608)	(7,149)	(7,179)
Net change in plan fiduciary net position	173,447	98,500	71,170	82,762	79,375	(78,957)	20,426	93,157	(39,675)
Plan fiduciary net position - Beginning	157,393	330,840	429,340	500,510	583,272	662,647	583,690	604,116	697,273
Plan fiduciary net position - Ending	**$ 330,840**	**$ 429,340**	**$ 500,510**	**$ 583,272**	**$ 662,647**	**$ 583,690**	**$ 604,116**	**$ 697,273**	**$ 657,598**
City's net OPEB liability	**$ 4,704,237**	**$ 3,667,297**	**$ 4,620,913**	**$ 6,021,766**	**$ 5,822,774**	**$ 4,729,318**	**$ 4,455,911**	**$ 3,824,579**	**$ 4,831,210**
Plan fiduciary net position as a percentage of the total OPEB liability	6.57%	10.48%	9.77%	8.83%	10.22%	10.99%	11.94%	15.42%	11.98%
Covered-employee payroll	$ 2,537,297	$ 2,685,252	$ 3,136,162	$ 2,973,961	$ 3,038,830	$ 3,125,689	$ 3,449,266	$ 2,699,152	$ 3,241,823
City's net OPEB liability as a percentage of covered-employee payroll	185.40%	136.57%	147.34%	202.48%	191.61%	151.30%	129.18%	141.70%	149.03%

* GASB No. 74 was adopted in fiscal year 2017 and GASB No. 75 was adopted in fiscal year 2018. Ultimately, this schedule will contain information for the last ten years.

CITY OF WAUCHULA, FLORIDA
SCHEDULE OF CONTRIBUTIONS - OPEB
AVAILABLE FISCAL YEARS *

	2017	2018	2019	2020	2021	2022	2023	2024	2025
Actuarially determined contribution	$ 155,734	$ 84,107	$ 171,258	$ 181,903	$ 121,775	$ 130,834	$ 135,363	$ 133,447	$ 87,001
Contributions in relation to the actuarially determined contribution	155,734	84,107	171,258	181,903	121,775	130,834	135,363	133,447	87,001
Contribution deficiency (excess)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Covered-employee payroll	$ -	$ 2,685,252	$ 3,136,162	$ 2,973,961	$ 3,038,830	$ 3,215,689	$ 3,449,266	$ 2,699,152	$ 3,241,823
Contributions as a percentage of covered-employee payroll	0.00%	3.13%	5.46%	6.12%	4.01%	4.07%	3.92%	4.94%	2.68%

* GASB No. 74 was adopted in fiscal year 2017 and GASB No. 75 was adopted in fiscal year 2018. Ultimately, this schedule will contain information for the last ten years.

Notes to Schedule:
Valuation Date: October 1, 2024
Measurement Date: September 30, 2025

Methods and assumptions used to determine contribution rates:

Discount rate	4.53% per annum
Expected long-term return on assets	6.50% per annum (2.62% attributable to long-term inflation)
Salary increases	3.00% per annum
Inflation	Retiree contributions and health insurance premiums have been assumed to increase in accordance with the healthcare cost trend rates
Healthcare cost trend rates	Increases in healthcare costs are assumed to be 8.00% for the 2024/25 fiscal year graded down by 0.50% per year to 5.00% for the 2030/31 and later fiscal years
Age-related morbidity	Healthcare costs are assumed to increase at the rate of 3.50% for each year of age
Mortality	Sex-distinct rates set forth in the PUB-2010 Mortality Table (without income adjustments) for general and public safety employees, with full generational improvements in mortality using Scale MP-2020
Retirement	10% of eligible general employees are assumed to retire at each ages of 55 through 59 and 100% of eligible general employees are assumed to retire at age 60; 20% of eligible police officers are assumed to retire at each of ages 55 through 57, 30% of eligible police officers are assumed to retire at each of ages 58 and 59, and 100% of eligible police officers are assumed to retire at age 60; regardless of the foregoing, employees who have earned at least 30 years of service are assumed to retire immediately
Disability	Assumed disability uses age and gender based rates: general employee disability rates range from 0.075% (males) and 0.035% (females) at age 25, 0.096% (males) and 0.054% (females) at age 35, and 0.162% (males) and 0.085% (females) at age 45, to 0.400% (males) and 0.180% (females) at age 55; police officer disability rates range from 0.179% (males) and 0.075% (females) at age 25, 0.290% (males) and 0.096% (females) at age 35, and 0.795% (males) and 0.162% (females) at age 45, to 1.030% (males) and 0.040% (females) at age 55
Employment termination	Assumed withdrawal uses age-based rates; general employee withdrawal rates range from 7.10% at age 25, 4.20% at age 35, 1.80% as age 45, and 0.80% at age 55 to 0.00% at age 60; police officer withdrawal rates range from 5.00% at age 25 and 3.00% at age 35 to 0.00% at age 45
Changes in assumptions	Since the prior measurement date, the discount rate was increased from 4.21% per annum to 4.53% per annum
Changes in the healthcare cost trend rates	The healthcare cost trend rates were increased from 6.50% for the 2024/25 fiscal year graded down to 5. 00% for the 2027/28 and later fiscal years
Changes in implied monthly subsidy	The implied monthly subsidy at age 60 for the 2024/25 fiscal year was changed from $520.60 to $475.00 for the retiree and from $665. 22 to $675. 00 for the retiree 's spouse.

CITY OF WAUCHULA, FLORIDA
SCHEDULE OF INVESTMENT RETURNS - OPEB
AVAILABLE FISCAL YEARS *

	2017	2018	2019	2020	2021	2022	2023	2024	2025
Annual money-weighted rate of return, net of investment expense	9.90%	5.59%	4.43%	5.15%	14.08%	-15.33%	5.90%	15.62%	6.70%

* GASB No. 74 was adopted in fiscal year 2017 and GASB No. 75 was adopted in fiscal year 2018. Ultimately, this schedule will contain information for the last ten years.

OTHER SUPPLEMENTARY INFORMATION

CITY OF WAUCHULA, FLORIDA
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND STATE FINANCIAL ASSISTANCE
FOR THE YEAR ENDED SEPTEMBER 30, 2025

Grantor / Pass-Through Grantor / Federal Awards / State Project	ALN / CSFA Number	Pass-Through Entity Identifying Number	Passed Through to Subrecipients	Expenditures
FEDERAL AWARDS				
Department of Housing and Urban Development (HUD)				
Economic Development Initiative, Community Project Funding, and Miscellaneous Grants	14.251	B-23-CP-FL-0432	$ -	$ 68,799
Total Department of Housing and Urban Development (HUD)			-	68,799
U.S. Department of Justice				
Passed through the State of Florida, Office of Attorney General				
Crime Victim Assistance	16.575	VG044	-	49,848
Passed through the State of Florida, Department of Law Enforcement				
Edward Byrne Memorial Justice Assistance Grant Program	16.738	6N184	-	9,482
Edward Byrne Memorial Justice Assistance Grant Program	16.738	JG129	-	7,745
Total U.S. Department of Justice			-	67,075
Department of Treasury				
Passed through the State of Florida Division of Emergency Management				
COVID-19 - Coronavirus State and Local Fiscal Recovery Funds	21.027	Y5313	-	992,113
Passed through the State of Florida Department of Transportation				
COVID-19 - Coronavirus State and Local Fiscal Recovery Funds	21.027	G2L79	-	680,176
Total Department of Treasury			-	1,672,289
U.S. Department of Transportation				
Passed through the State of Florida Department of Environmental Protection				
CLUSTER - State and Community Highway Safety - Occupant Protection	20.600	G3374	-	19,833
Total U.S. Department of Transportation			-	19,833
Department of Homeland Security				
Passed through the State of Florida Division of Emergency Management				
Disaster Grants - Public Assistance (Presidentially Declared Disasters	97.036	Z4697	-	396,039
Total Department of Treasury			-	396,039
U.S. Department of Environmental Protection				
Passed through the Florida Department of Environmental Protection				
Clean Water State Revolving Fund	66.458	WW-250160	-	995,396
Drinking Water State Revolving Fund	66.468	DE-250151	-	128,978
Total U.S. Department of Environmental Protection			-	1,124,374
Total Expenditures of Federal Awards			**$ -**	**$ 3,348,409**
STATE PROJECTS				
Florida Department of Environmental Protection				
Statewide Water Quality Restoration Projects	37.039	LPA0404	$ -	$ 524,589
Statewide Water Quality Restoration Projects	37.039	LPA0405	-	420,859
Statewide Water Quality Restoration Projects	37.039	LPR0701	-	307,159
Total Statewide Water Quality Restoration Projects			-	1,252,607
Resilient Florida Program	37.098	23PLN112	-	19,490
Grants and Aids to Local Governments and Nonstate Entities - Fixed Capital Outlay Local Parks and the Pinellas Park Youth Sports Complex State Project Youth Sports Facility	37.085	L2311	-	262,925
Total Florida Department of Environmental Protection			-	1,535,022
Florida Department of Transportation				
Local Transportation Projects	55.039	G2M55	-	473,058
Local Transportation Projects	55.039	G2B86	-	11,148
Total Local Transportation Projects			-	484,206
Aviation Grant Programs	55.004	G2H44	-	46,422
Total Aviation Grant Programs			-	46,422
Small County Outreach Program (SCOP)	55.009	G2A53	-	4,834
Small County Outreach Program (SCOP)	55.009	G2A35	-	4,878
Total County Outreach Program (SCOP)			-	9,712
Total Florida Department of Transportation			-	540,340
Florida Department of Commerce				
Regional Community Development and Infrastructure	40.042	D0313	-	78,262
Regional Community Development and Infrastructure	40.042	D0282	-	100,750
Total Regional Community Development and Infrastructure			-	179,012
Grown Management Implementation	40.024	P0522	-	25,000
Total Florida Department of Commerce			-	204,012
Florida Department of State and Secretary of State				
Acquisition, Restoration of Historic Properties	45.032	23.h.sc.100.052	-	211,500
Total Florida Department of State and Secretary of State			-	211,500
Total Expenditures of State Financial Assistance			**$ -**	**$ 2,490,874**

The Independent Auditor's Report should be read in connection with this schedule.

NOTE A - BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards and state financial assistance includes the federal and state grant activity of the City of Wauchula, Florida (City) and is presented on the accrual basis of accounting. The information in this schedule is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and the Florida State Single Audit Act and Rules of the Auditor General of the State of Florida, Chapter 10.550. Some amounts presented in this schedule may differ from amounts presented in, or used in the preparation of, the basic financial statements. Because the schedule presents only a selected portion of the City's operations, it is not intended to and does not present the financial position, changes in net position, or cash flows of the City.

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the schedule are recognized following the cost principles contained in the Uniform Guidance and Chapter 10.550 Rules of the Auditor General wherein certain types of expenditures are not allowable or are limited as to reimbursement.

The City elected not to use the 15 percent de minimis indirect cost rate allowed under the Uniform Guidance.

NOTE C - CONTINGENCIES

Grant monies received and distributed by the City are for specific purposes and are subject to review by the grantor agencies. Such audits may result in requests for reimbursement due to disallowed expenditures. Based on prior experience, the City does not believe that such allowances, if any, would have a material effect on the financial position of the City. As of June 19, 2026, there were no material questioned or disallowed costs as a result of grant audits in process or completed.

NOTE D - LOANS

The City has federal loans outstanding issued through the Environmental Protection Agency, under the Capitalization Grants for State Revolving Funds program. Both loans were issued during 2023. The outstanding loan balances as of September 30, 2025 are as follows:

Grant Number	Assistance Listing Number	Program Name	Outstanding Balance at September 30, 2025
CW-250160	66.458	Capitalization Grants for State Revolving Funds	$ 1,215,309
DW-250151	66.468	Capitalization Grants for State Revolving Funds	$ 151,666

CITY OF WAUCHULA, FLORIDA
DETAIL SCHEDULE OF REVENUES AND EXPENSES
ELECTRIC, WATER AND SEWER SYSTEM
FOR THE YEAR ENDED SEPTEMBER 30, 2025

	ELECTRIC	WATER	SEWER	TOTAL
Operating Revenues:				
Charges for services and fees	$ 8,008,204	$ 1,470,823	$ 2,582,345	$ 12,061,372
Total Operating Revenues	8,008,204	1,470,823	2,582,345	12,061,372
Operating Expenses:				
Personal services	1,337,597	573,044	713,145	2,623,786
Other operating expenses	1,481,521	703,500	742,182	2,927,203
Purchased power	3,555,694	-	-	3,555,694
Amortization	-	-	-	-
Depreciation	756,687	378,343	378,343	1,513,373
Total Operating Expenses	7,131,499	1,654,887	1,833,670	10,620,056
Operating Income (Loss)	876,705	(184,064)	748,675	1,441,316
Non-operating Revenues (Expenses):				
Capital grants and contributions	499,164	370,630	1,991,945	2,861,739
Interest income	-	-	86,095	86,095
Interest expense	(854)	(142)	(46,454)	(47,450)
Other income (expense)	123,607	61,804	118,468	303,879
Total Non-operating Revenue (Expenses)	621,917	432,292	2,150,054	3,204,263
Income (loss) before transfers	1,498,622	248,228	2,898,729	4,645,579
Transfers out	(719,165)	(359,583)	(359,582)	(1,438,330)
Change in Net Position	$ 779,457	$ (111,355)	$ 2,539,147	$ 3,207,249

The Independent Auditor's Report should be read in connection with this schedule.

INSURANCE COMPANY/GROUP DESCRIPTION OF COVERAGE	LIMITS OF COVERAGE
World Risk Management, LLC	Per occurrence:
General liability	$ 2,000,000
Personal/Advertising Injury	$ 2,000,000
Law enforcement	$ 2,000,000
Public officials and errors and omissions Liability	$ 2,000,000/$6,000,000 (member aggregate)
Auto liability	$ 2,000,000
Workers' compensation	Florida statutory limits
Property	Based on valuation with a limit of $54,634,467
Employee Benefits Liability	$ 2,000,000
Money and securities	$ 500,000
Forgery/Alteration	$ 500,000
Employee dishonesty	$ 500,000
Sexual misconduct	$ 2,000,000/$ 3,000,000 (member aggregate)
Sexual harassment	$ 2,000,000/$ 6,000,000 (member aggregate)
Inverse Condemnation – Per Claim	$ 100,000/$ 100,000 (member aggregate)
Bert Harris Act – Per Claim	$ 300,000/$ 300,000 (member aggregate)
Non-Monetary Damages – Per Claim	$ 100,000/$ 100,000 (member aggregate)
Cyber Liability	$ 2,000,000
Terrorism & Sabotage	$ 25,000,000
Active Shooter & Malicious Attack	$ 2,000,000 (occurrence and pool annual aggregate)

Policy Period: For all coverage's listed above, the policy period is October 1, 2024 to October 1, 2025.

OTHER REPORTS

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM AND STATE PROJECT AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE AND CHAPTER 10.550, RULES OF THE AUDITOR GENERAL

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

MANAGEMENT LETTER

INDEPENDENT ACCOUNTANT'S REPORT
ON INVESTMENT COMPLIANCE

CS&L CPAs

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Honorable City Commission
City of Wauchula, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Wauchula, Florida (City), as of and for the year ended September 30, 2025, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated June 19, 2026.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the City's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that have not been identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

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Purpose of This Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

CS+L CPAs

CS&L CPAs, P.A.

June 19, 2026
Bradenton, Florida

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM AND STATE PROJECT AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE, FLORIDA SINGLE AUDIT ACT, AND CHAPTER 10.550, RULES OF THE AUDITOR GENERAL

To the Honorable City Commission
City of Wauchula, Florida

Report on Compliance for Each Major Program and State Project

Opinion on Each Major Federal Program and State Project

We have audited City of Wauchula, Florida's (City) compliance with the types of compliance requirements identified as subject to audit in the OMB *Compliance Supplement* and the requirements described in the Florida Department of Financial Services' State Projects Compliance Supplement that could have a direct and material effect on each of the City's major federal programs and state projects for the year ended September 30, 2025. The City's major federal programs and state projects are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the City complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs and state projects for the year ended September 30, 2025.

Basis for Opinion on Each Major Federal Program and State Project

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance); Section 215.97 Florida Statutes (Florida Single Audit Act); and Rules of the Auditor General. Our responsibilities under those standards, the Uniform Guidance, Florida Single Audit Act, and Rules of the Auditor General are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program and state project. Our audit does not provide a legal determination of the City's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the City's federal programs and state projects.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the City's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance

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The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the City's compliance with the requirements of each major federal program or state project as a whole.

In performing an audit in accordance with generally accepted auditing standards, *Government Auditing Standards*, the Uniform Guidance, Florida Single Audit Act, and Rules of the Auditor General, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.

- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the City's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.

- Obtain an understanding of the City's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance and Florida Single Audit Act, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control over Compliance

A *deficiency in* internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program or state project on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program or state project will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program or state project that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance and Chapter 10.550, Rules of the Auditor General. Accordingly, this report is not suitable for any other purpose.

CS&L CPAs

CS&L CPAs, P.A.

June 19, 2026
Bradenton, Florida

CITY OF WAUCHULA, FLORIDA
SCHEDULE OF FINDINGS AND QUESTIONED COSTS

Section I – Summary of Auditors' Results

Financial Statements

Type of report the auditor issued on whether the financial statements were prepared in accordance with GAAP:	Unmodified
Internal control over financial reporting:	
Material weakness(es) identified?	___ yes __x__ no
Significant deficiency(ies) identified?	___ yes __x__ none reported
Noncompliance material to financial statements noted?	___ yes __x__ no

Federal Awards and State Financial Assistance

Internal control over major federal programs or state projects:	
Material weakness(es) identified?	___ yes __x__ no
Significant deficiency(ies) identified?	___ yes __x__ none reported
Type of auditor's report issued on compliance for major federal programs and state projects:	Unmodified
Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516 (a) or Chapter 10.550, Rules of the Auditor General?	___ yes __x__ no

Identification of Major Federal Programs:	**AL Number**
Clean Water State Revolving Fund	68.458
Dollar threshold used to distinguish between Type A and Type B projects:	$1,000,000
Auditee qualified as a low-risk auditee?	__x__ yes ___ no

Identification of Major State Projects:	**CSFA Number**
Statewide Water Quality Restoration and Wastewater Projects	37.039
Dollar threshold used to distinguish between Type A and Type B projects:	$747,262

Section II – Financial Statement Findings

No matters were reported.

PRIOR YEAR FINDINGS

There were no prior audit findings.

Section III – Findings and Questioned Costs for Federal Awards

No matters were reported.

Section IV – Findings and Questioned Costs for State Projects

No matters were reported.

PRIOR YEAR FINDINGS

No summary schedule of prior year findings is required because there were no prior audit findings related to federal programs or state projects.

MANAGEMENT LETTER

To the Honorable City Commission
City of Wauchula, Florida

Report on the Financial Statements

We have audited the financial statements of the City of Wauchula, Florida (City) as of and for the fiscal year ended September 30, 2025, and have issued our report thereon dated June 19, 2026.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance); and Chapter 10.550, Rules of the Auditor General.

Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards*; Independent Auditor's Report on Compliance for Each Major Program and State Project and Report on Internal Control over Compliance; Schedule of Findings and Questioned Costs; and Independent Accountant's Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports and schedule, which are dated June 19, 2026, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. There were no findings and recommendations made in the preceding annual financial audit report.

Official Title and Legal Authority

Section 10.554(1)(i)4., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. This information is disclosed in the notes to the financial statements.

Financial Condition and Management

Section 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, require us to apply appropriate procedures and communicate the results of our determination as to whether or not the City met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify of the specific conditions met. In connection with our audit, we determined that the City did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures for the City. It is management's responsibility to monitor the City's financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

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Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have such recommendations.

Property Assessed Clean Energy (PACE) Programs

As required by Section 10.554(1)(i)6.a., Rules of the Auditor General, a PACE program authorized pursuant to Section 163.081 or Section 163.082, Florida Statutes, did not operate within the City's geographical boundaries during the fiscal year under audit.

Special District Component Units

Section 10.554(1)(i)5.c., Rules of the Auditor General, requires, if appropriate, that we communicate the failure of a special district that is a component unit of a county, municipality, or special district, to provide the financial information necessary for proper reporting of the component unit within the audited financial statements of the county, municipality, or special district in accordance with Section 218.39(3)(b), Florida Statutes. In connection with our audit, we did not note any special district component units that failed to provide the necessary information for proper reporting in accordance with Section 218.39(3)(b), Florida Statutes.

Specific Information for a Dependent Special District

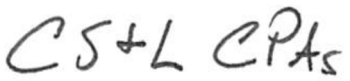
Information required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)7, Rules of the Auditor General is reported in the City of Wauchula Community Redevelopment Agency's audited financial statements.

Additional Matters

Section 10.554(1)(i)3., Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or fraud, waste, or abuse, that has occurred, or is likely to have occurred, that has an effect on the financial statements that is less than material but warrants the attention of those charged with governance. In connection with our audit, we did not note any such findings.

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, the City Commission, and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.



CS&L CPAs, P.A.

June 19, 2026
Bradenton, Florida

CS&L CPAs

INDEPENDENT ACCOUNTANT'S REPORT ON INVESTMENT COMPLIANCE

To the Honorable City Commission
City of Wauchula, Florida

We have examined the City of Wauchula, Florida's (City's) compliance with Section 218.415, Florida Statutes, regarding the investment of public funds during the year ended September 30, 2025. Management of the City is responsible for the City's compliance with the specified requirements. Our responsibility is to express an opinion on the City's compliance with the specified requirements based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the City complied, in all material respects, with the specified requirements referenced above. An examination involves performing procedures to obtain evidence about whether the City complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

We are required to be independent and to meet our other ethical responsibilities in accordance with relevant ethical requirements relating to the examination engagement.

Our examination does not provide a legal determination on the City's compliance with specified requirements.

In our opinion, the City complied, in all material respects, with the specified requirements for the year ended September 30, 2025.

This report is intended solely for the information and use of the City and the Auditor General, State of Florida, and is not intended to be and should not be used by anyone other than these specified parties.

CS+L CPAs

CS&L CPAs, P.A.

June 19, 2026
Bradenton, Florida

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June 19, 2026

To the Audit Committee and City Commission
City of Wauchula, Florida

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Wauchula, Florida (the "City") for the year ended September 30, 2025. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards and *Government Auditing Standards,* the Uniform Guidance, the Florida Single Audit Act, and Chapter 10.550, Rules of the Auditor General, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letters to you dated July 28, 2025 and October 15, 2025. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Findings

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the City are described in Note 1 to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during the year, other than the adoption of a new accounting standard as discussed below. We noted no transactions entered into by the City during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

The City adopted Governmental Accounting Standards Board (GASB) Statement No. 101, *Compensated Absences* (GASB No. 101) which updates the recognition and measurement guidance for compensated absences, including vacation, sick leave, and other paid leave benefits. Under GASB No. 101, liabilities for compensated absences are recognized when the benefits are both attributable to services already rendered and are expected to be paid. The standard eliminates the requirement to segregate obligations into "vesting" and "non-vesting" components, instead emphasizing whether leave accumulates and whether it is more likely than not to be paid. The adoption of this accounting standard to the City's financial statements resulted in a restatement of net position as of October 1, 2024 for governmental activities and business-type activities in the statement of activities, and in the proprietary fund financial statements, as well as the beginning balance of compensated absences in the statement

of net position in the government-wide and proprietary financial statements. The restatement is disclosed in Note 1 to the financial statements.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the City's financial statements were:

Allowance for Doubtful Accounts

The City estimates an allowance for uncollectible accounts based on past experience and specific evaluation of past due accounts.

Other Postemployment Benefits (OPEB) Accruals

A long-term OPEB liability, deferred outflows related to OPEB and deferred inflows related to OPEB have been recorded in the government-wide financial statements. The enterprise funds' proportionate shares have also been recorded in those fund financial statements. The amounts reported are determined based on the actuarial calculated amounts as provided by the actuary.

Net Pension Liability/Asset and Deferred Inflows and Outflows Related to the City's Pension Plan

A long-term asset (negative net pension liability), deferred outflows of pension resources and deferred inflows of pension resources have been recorded in the government-wide financial statements. The enterprise funds' proportionate shares have also been recorded in those fund financial statements. The amounts reported are determined based on the actuarial calculated amounts as provided by the actuary.

Compensated Absences Under GASB No. 101

Management's estimate for compensated absences is based on the accumulation of time for services rendered, and the expectation of the amount that is more likely than not to be paid or exercised.

We evaluated the key factors and assumptions used to develop estimates noted above in determining that they are reasonable in relation to the financial statements taken as a whole.

Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. The most sensitive disclosures affecting the financial statements were:

Note 1 describes the City's significant accounting policies.

Note 2 describes the City's capital assets and financing arrangements.

Note 3 describes the City's retirement plans.

Note 4 describes the City's other postemployment benefit plan.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Adjustments proposed as part of the audit included adjustments for pension, OPEB and implementation of GASB No. 101, *Compensated Absences*. Management either provided, or reviewed and approved, all adjustments to make corrections, and posted them to the City's records.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated June 19, 2026.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the City's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the City's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

Required Supplementary Information

We applied certain limited procedures to the required supplementary information, (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

Other Supplementary Information

We were engaged to report on the other supplementary information as listed in the table of contents, which accompany the financial statements but are not RSI. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

Non-Audit Services

At the request of management of the City, we also assisted in preparing the financial statements, including the schedule of expenditures of federal awards and state financial assistance and related disclosures of the City in conformity with U.S. generally accepted accounting principles based on information provided by the City, and assisted with GASB No.87, *Leases*. We also assisted with various other consultations and accounting assistance at the request of the City. The non-audit services do not constitute an audit under *Government Auditing Standards* and such services were not conducted in accordance with *Government Auditing Standards*.

City management agreed to assume all management responsibilities relating to the non-audit services and any other services we provided. The City has acknowledged in the management representation letter our assistance with the non-audit services as well as any other services provided and that management of the City has reviewed and approved the non-audit services and any other assistance we provided, and have accepted responsibility for them. Further,

management of the City oversaw the non-audit services by designating an individual, from senior management, with suitable skill, knowledge, or experience; evaluated the adequacy and results of those services; and accepted responsibility for them.

Upcoming Accounting Pronouncements

The Governmental Accounting Standards Board (GASB) has issued two new accounting pronouncements that will be required effective October 1, 2025 (i.e. for the City's September 30, 2026) financial statements.

GASB Statement No. 103, *Financial Reporting Model Improvements*. This accounting pronouncement affects various matters in the financial statements:

- Management's Discussion & Analysis will include required topics and stresses that the detailed analyses should explain why balances and results of operations changed rather than simply presenting the amounts or percentages by which they changed.
- Defines unusual or infrequent items, recognizing them as inflows and outflows.
- Changes reporting of proprietary fund statements.
- Requires an explanation of significant variances between budget and actual amounts to be presented in the notes to the required supplementary information.

GASB Statement No. 104, *Disclosure of Certain Capital Assets*. This accounting pronouncement will enhance capital asset disclosures by requiring governments to provide more detailed information on certain types of capital assets, such as infrastructure and intangible assets. It will also require additional disclosures for capital assets held for sale.

Restriction on Use

This information is intended solely for the use of management and City Commissioners of the City of Wauchula, Florida and is not intended to be, and should not be, used by anyone other than these specified parties.

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CITY OF WAUCHULA COMMUNITY REDEVELOPMENT AGENCY
(A COMPONENT UNIT OF THE CITY OF WAUCHULA, FLORIDA)

FINANCIAL STATEMENTS

SEPTEMBER 30, 2025

CITY OF WAUCHULA COMMUNITY REDEVELOPMENT AGENCY
(A COMPONENT UNIT OF THE CITY OF WAUCHULA, FLORIDA)
FINANCIAL STATEMENTS

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INDEPENDENT AUDITOR'S REPORT

To the Honorable City Commission
City of Wauchula Community Redevelopment Agency
Wauchula, Florida

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities and major fund of the City of Wauchula Community Redevelopment Agency (CRA), a component unit of the City of Wauchula, Florida as of and for the year ended September 30, 2025, and the related notes to the financial statements, which collectively comprise the CRA's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and major fund of the CRA as of September 30, 2025, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the CRA and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the CRA's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibility for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

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In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the CRA's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the CRA's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and other required supplementary information as listed in the table of contents be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated June 19, 2026, on our consideration of the CRA's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the CRA's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the CRA's internal control over financial reporting and compliance.

CS+L CPAs

CS&L CPAs, P.A.

June 19, 2026
Bradenton, Florida

CITY OF WAUCHULA COMMUNITY REDEVELOPMENT AGENCY
MANAGEMENT'S DISCUSSION AND ANALYSIS

As management of the City of Wauchula Community Redevelopment Agency (the CRA), we offer readers of the CRA's financial statements this narrative overview and analysis of the financial activities of the CRA for the fiscal year ended September 30, 2025. We encourage readers to consider the information presented here in conjunction with the basic financial statements.

Financial Highlights

- The assets and deferred outflows of resources of the CRA exceeded its liabilities and deferred inflows of resources at the close of the most recent fiscal year by $4,018,358 (net position).
- The CRA's total net position increased by $1,728,580 during the year.
- The net post-employment benefit plan liability recognized under GASB Statement No. 75, *Financial Reporting and Accounting for Post-employment Benefit Plans Other Than Pensions* continues to impact the CRA. The CRA's proportionate share of the net OPEB liability at year end is $164,371, which increased $33,570 over the prior year. The liability is based on an actuarially calculated amount. During 2016, the City of Wauchula, Florida established an Other Post-employment Benefit (OPEB) Trust Fund to reduce the related liability over time, including the CRA's proportionate share of the liability. At September 30, 2025, the trust fund balance recognized by the City of Wauchula, Florida as a fiduciary fund was $657,598.
- As of the close of the current fiscal year, the CRA's governmental fund reported an ending fund balance of $2,319,750, an increase of $473,168 in comparison with the prior year. Of this amount, the entire fund balance is restricted for redevelopment purposes within the CRA's boundaries.

Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to the CRA's basic financial statements. The CRA's basic financial statements comprise three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains required supplementary information in addition to the basic financial statements themselves.

Government-wide financial statements. The government-wide financial statements are designed to provide readers with a broad overview of the CRA's finances, in a manner similar to a private-sector business.

The statement of net position presents information on all of the CRA's assets and deferred outflows of resources and liabilities and deferred inflows of resources, with the difference reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the CRA is improving or deteriorating.

The statement of activities presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported in a manner similar to the approach used by private-sector business in that revenues are recognized when earned or established criteria are satisfied and expenses reported when incurred.

Accordingly, revenues are reported even when they may not be collected for several months after the end of the year and expenses are reported even though they may not have used cash during the current fiscal year.

Both of the government-wide financial statements distinguish functions of the CRA that are principally supported by taxes and intergovernmental revenues (governmental activities) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (business-type activities). The CRA is only involved in governmental activities.

The government-wide financial statements can be found on pages 8 and 9 of this report.

Fund financial statements: Funds are a group of self-balancing accounts. Funds are used to account for specific activities of the CRA. The CRA, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental fund. The CRA's sole governmental fund is used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating the CRA's near-term financing requirements.

Because the focus of the governmental fund is narrower than that of the government-wide financial statements, it is useful to compare the information presented for the governmental fund with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the CRA's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balance provide a reconciliation to facilitate this comparison between the governmental fund and governmental activities.

The CRA adopts an annual appropriated budget for its governmental fund. A budgetary comparison statement has been provided for these funds to demonstrate compliance with the budget.

The basic governmental fund financial statements, including reconciliations, can be found on pages 10 through 13 of this report.

Notes to the financial statements: The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes should be read in conjunction with the financial statements.

Other information: In addition to the basic financial statements and accompanying notes, this report also presents certain required supplementary information concerning the CRA's budgetary comparisons, as well as pension and other post-employment benefits information. Required supplementary information is listed in the table of contents.

Government-wide Financial Analysis

The following table presents a condensed statement of net position as of September 30, 2025 with comparative totals as of September 30, 2024.

	Governmental Activities	
	2025	2024
Current and other assets	$ 3,312,022	$ 2,207,340
Capital assets (net of depreciation)	1,343,370	570,486
Total assets	4,655,392	2,777,826
Deferred outflows of resources	111,689	141,529
Long-term liabilities outstanding		
Compensated absences	23,352	23,856
OPEB liability	164,371	130,801
	187,723	154,657
Other liabilities	361,483	234,895
Total liabilities	549,206	389,552
Deferred inflows of resources	199,517	240,806
Net position:		
Net investment in capital assets	1,343,370	570,486
Restricted	2,674,988	1,718,511
Unrestricted	-	-
Total Net Position	**$ 4,018,358**	**$ 2,288,997**

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. In the case of the CRA, assets and deferred outflows exceeded liabilities and deferred inflows by $4,018,358 at the close of September 30, 2025.

The CRA's net position include net investment in capital assets of $1,343,370, which reflect its capital assets (e.g., land, buildings and improvements in infrastructure, machinery, and equipment), net of depreciation, less any related debt used to acquire those assets that are still outstanding. The CRA uses these capital assets to provide services to its citizens; consequently, these assets are *not* available for future spending. Although the CRA's investment in capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities. The CRA does not have any debt as of September 30, 2025.

The remaining fund balance is restricted for redevelopment purposes.

The following is a summary of the changes in net position for the year ended September 30, 2025, with comparative totals for the year ended September 30, 2024.

	Governmental Activities	
	2025	2024
Revenues:		
Program Revenues:		
Operating grants and contributions	-	-
Capital grants and contributions	-	1,342,741
Charges for services	-	-
General revenues:		
Taxes	866,295	779,010
Other	552,966	616,651
Total revenues	1,419,261	2,738,402
Expenses:		
General government	225,833	6,320,364
Total expenses	225,833	6,320,364
Transfers from the City of Wauchula	535,152	460,696
Change in Net Position	1,728,580	(3,121,266)
Net Position - Beginning, original	2,288,997	5,410,263
Change in accounting principle	781	-
Net Position - Beginning, as restated	2,289,778	5,410,263
Net Position - Ending	**$ 4,018,358**	**$ 2,288,997**

Governmental activities increased the CRA's net position by $1,728,580. Compared to the prior year, revenues decreased $1,319,141, primarily due to a decrease in capital grants and contributions of $1,342,741. General government expenses decreased by $6,094,531 largely due to the disposal of capital assets of $5,901,066 which were mostly transferred to the City of Wauchula, Florida in the prior year.

Financial Analysis of the Governmental Fund

As noted earlier, the CRA uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The focus of the CRA's governmental fund is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the CRA's financing requirements.

As of the end of the current fiscal year, the CRA's governmental fund reported an ending fund balance of $2,319,750, an increase of $473,168 in comparison with the prior year. The entire fund balance is restricted for redevelopment within the CRA's boundaries. Revenues during the year decreased over the prior year by $1,213,566 primarily due to a decrease in capital grants and contributions of $1,342,741. This was offset in part by an increase in tax revenues of $87,285.

Because expenditures at the fund level include capital outlay and do not include personnel costs that will be incurred in future years (compensated absences, pension and OPEB), the expenditures can vary significantly compared to expenses reported as governmental activities. At the fund level, expenditures decreased by $1,440,574 over the prior year, which was primarily related to capital outlay expenditures decreasing by $1,424,885.

Budgetary Highlights

The budget was not amended during the year for the CRA. Budgeted revenues were $3,671,121, expenditures were $5,483,446 and transfers in from the City of Wauchula, Florida were $1,812,325. Actual revenues were under budget by $2,726,285 due to grant revenues that were not realized in the current year. Actual expenditures were less than budgeted by $4,476,626 due mainly to less capital outlay expenditures than expected. Other financing sources, which includes transfers from the City of Wauchula, Florida, were less than budget by $1,277,173.

Capital Assets and Debt Administration

Capital assets. The CRA's capital assets for its governmental-type activities as of September 30, 2025, amounted to $1,343,370 (net of accumulated depreciation). Capital assets includes buildings and improvements, as well as construction in progress. Capital assets, net of accumulated depreciation as of September 30, 2025 and 2024 are as follows:

	Governmental Activities	
	2025	2024
Building and improvements	$ -	$ 6,925
Construction in progress	1,343,370	563,561
Total	$ 1,343,370	$ 570,486

Additional information on the CRA's capital assets can be found in note 2.

Long-Term Debt. At the end of the current fiscal year, the CRA did not have any long-term debt. However, the CRA did recognize long-term liabilities for compensated absences of $23,352 and it's proportionate share of the City of Wauchula's OPEB liability of $164,371. Additional information on the CRA's long-term liabilities can be found in note 2.

Economic Factors and Next Year's Budgets and Rates

The following factors were considered in preparing the CRA's budget for the 2026 fiscal year:

- The City of Wauchula, Florida experienced an increase in taxable assessed values of over 8% and an increase millage rate. This increase is estimated to generate $211,335 in additional revenue.
- The property tax millage rate will be the roll-back rate at 5.7710 mills in 2026.
- The City of Wauchula, Florida is restricted in assessing ad valorem tax on only 52% of total property values. Due to government, educational, hospital and other tax-exempt entity property owners, 48% of the properties included in the City limits are not assessed property taxes. Ad valorem tax revenues are heavily relied upon for redevelopment within the CRA boundaries.

Budgeted revenues and expenditures for the CRA for the 2026 fiscal year are $6,629,537, which include the use of reserves of $2,192,981.

Requests for Information

This financial report is designed to provide a general overview of the CRA's finances for all those with an interest in the government's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the City of Wauchula, 126 South 7th Avenue, Wauchula, Florida 33873.

CITY OF WAUCHULA COMMUNITY REDEVELOPMENT AGENCY
(A COMPONENT UNIT OF THE CITY OF WAUCHULA, FLORIDA)
STATEMENT OF NET POSITION
SEPTEMBER 30, 2025

	Governmental Activities
ASSETS	
Restricted assets:	
Cash	$ 2,500,153
Other receivables	170,000
Due from other governmental units	485,505
Net pension asset	156,364
Capital assets (net of accumulated depreciation):	
Buildings and improvements	-
Construction in progress	1,343,370
Total Assets	**4,655,392**
DEFERRED OUTFLOWS OF RESOURCES	
Deferred outflows of pension resources	57,320
Deferred outflows related to OPEB	54,369
Total Deferred Outflows of Resources	**111,689**
LIABILITIES	
Accounts payable and other current liabilities	191,483
Unearned revenue	170,000
Noncurrent liabilities:	
Due within one year	18,682
Due in more than one year	169,041
Total Liabilities	**549,206**
DEFERRED INFLOWS OF RESOURCES	
Deferred inflows of pension earnings	130,269
Deferred inflows related to OPEB	69,248
Total Deferred Inflows of Resources	**199,517**
NET POSITION	
Net investment in capital assets	1,343,370
Restricted	2,674,988
Total Net Position	**$ 4,018,358**

The accompanying notes are an integral part of these financial statements.

CITY OF WAUCHULA COMMUNITY REDEVELOPMENT AGENCY
(A COMPONENT UNIT OF THE CITY OF WAUCHULA, FLORIDA)
STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED SEPTEMBER 30, 2025

Functions/Programs	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Program Revenues: Capital Grants and Contributions	Net (Expense) Revenue and Changes in Net Position: Governmental Activities
Governmental activities:					
General government	$ 225,833	$ –	$ –	$ –	$ (225,833)
Total governmental activities	**$ 225,833**	**$ –**	**$ –**	**$ –**	**$ (225,833)**
General revenues:					
Hardee County TIF					866,295
Unrestricted investment earnings					78,541
Other revenues (expense)					474,425
Total general revenues					1,419,261
Transfers from the City of Wauchula, Florida					535,152
Total general revenues and transfers					1,954,413
Change in net position					1,728,580
Net Position – beginning, as originally stated					2,288,997
Change in accounting principle (Note 1)					781
Net Position – beginning, as restated					2,289,778
Net Position – ending					**$ 4,018,358**

The accompanying notes are an integral part of these financial statements.

CITY OF WAUCHULA COMMUNITY REDEVELOPMENT AGENCY
(A COMPONENT UNIT OF THE CITY OF WAUCHULA, FLORIDA)
BALANCE SHEET – GOVERNMENTAL FUND
SEPTEMBER 30, 2025

ASSETS		
Restricted Assets:		
Cash and cash equivalents	$	2,500,153
Other receivables		170,000
Due from other governmental units		485,505
Total assets	**$**	**3,155,658**
LIABILITIES		
Liabilities:		
Accounts payable	$	189,824
Accrued expenses		1,659
Unearned revenue		170,000
Total liabilities		361,483
DEFERRED INFLOWS OF RESOURCES		
Unavailable revenue		474,425
FUND BALANCE:		
Spendable:		
Restricted		2,319,750
Total fund balance		2,319,750
Total liabilities, deferred inflows of resources and fund balance	**$**	**3,155,658**

The accompanying notes are an integral part of these financial statements.

CITY OF WAUCHULA COMMUNITY REDEVELOPMENT AGENCY
(A COMPONENT UNIT OF THE CITY OF WAUCHULA, FLORIDA)
RECONCILIATION OF THE BALANCE SHEET OF THE GOVERNMENTAL FUND
TO THE STATEMENT OF NET POSITION
SEPTEMBER 30, 2025

Amounts reported for governmental activities in the statement of net position are different because:

Fund Balance – Governmental Fund	$	2,319,750
Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the governmental fund.		1,343,370
Long-term liabilities, including compensated absences and other post-employment benefits are not due and payable in the current period and therefore are not reported in the governmental fund.		
Compensated absences		(23,352)
Other postemployment benefits (OPEB)		(164,371)
Long term assets are not available to pay for current period expenditures and, therefore, are not reported in the governmental fund. This amount represents the net pension assets.		156,364
Transactions recorded as revenues in the statement of activities, but did not meet the availability criteria under the modified accrual basis of accounting, and therefore are considered to be deferred charges until available in the fund statements.		474,425
Deferred outflows of resources related to the pension plan do not utilize current financial resources and, therefore are not reported in the governmental fund.		57,320
Deferred inflows of resources related to the pension plan are not available current financial resources and, therefore are not reported in the governmental fund.		(130,269)
Deferred outflows of resources related to the OPEB plan do not utilize current financial resources and, therefore are not reported in the governmental fund.		54,369
Deferred inflows of resources related to the OPEB plan are not available current financial resources and, therefore are not reported in the governmental fund.		(69,248)
NET POSITION OF GOVERNMENTAL ACTIVITIES	**$**	**4,018,358**

The accompanying notes are an integral part of these financial statements.

CITY OF WAUCHULA COMMUNITY REDEVELOPMENT AGENCY
(A COMPONENT UNIT OF THE CITY OF WAUCHULA, FLORIDA)
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
GOVERNMENTAL FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2025

REVENUES		
Taxes	$	866,295
Interest		78,541
Total Revenues		944,836
Expenditures:		
Current:		
General government		398,029
Capital outlay		608,791
Total Expenditures		1,006,820
Excess (Deficiency) of Revenues (Under) Over Expenditures		(61,984)
OTHER FINANCING SOURCES (USES)		
Transfers from the City of Wauchula, Florida		535,152
Total Other Financing Sources (Uses)		**535,152**
Net Change in Fund Balances		473,168
FUND BALANCE - Beginning		1,846,582
FUND BALANCE - Ending	**$**	**2,319,750**

The accompanying notes are an integral part of these financial statements.

CITY OF WAUCHULA COMMUNITY REDEVELOPMENT AGENCY
(A COMPONENT UNIT OF THE CITY OF WAUCHULA, FLORIDA)
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE OF THE GOVERNMENTAL FUND TO THE STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED SEPTEMBER 30, 2025

Amounts reported for governmental activities in the statement of activities are different because:		
Net changes in fund balance – governmental fund	$	473,168
The governmental fund reports capital outlays as expenditures. However, in the statement of activities, the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense.		
Capital additions recorded as expenditures in the governmental fund		608,791
Transfers from the City of Wauchula, Florida		171,018
Depreciation expense		(6,925)
		772,884
Revenues in the statement of activities that do not provide current financial resources as they do not meet the availability criteria and are not reported as revenues in the funds.		
Change in unavailable revenue		474,425
Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in the governmental fund. This amount represents the change in other postemployment benefits.		(102)
The effects of long term accounts and pension resources do not provide current financial resources and as such are not recorded in the governmental fund.		8,482
Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in the governmental fund. This amount represents the change in compensated absences.		(277)
CHANGE IN NET POSITION OF GOVERNMENTAL ACTIVITIES	**$**	**1,728,580**

The accompanying notes are an integral part of these financial statements.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

REPORTING ENTITY

The City of Wauchula (the City) established the City of Wauchula Community Redevelopment Agency (CRA). The City of Wauchula Commission is the governing board of the CRA. As such, the CRA is considered part of the City's primary government. The CRA is responsible for carrying out the rehabilitation, conservation, and redevelopment of the Community Redevelopment Master Plan, which was last updated in 2019.

The financial statements present the financial position and results of the operations solely of the CRA. In evaluating the CRA as a reporting entity, management has addressed all potential component units for which the CRA may or may not be financially accountable. No component units exist which would require inclusion in the CRA's financial statements.

GOVERNMENT-WIDE AND FUND FINANCIAL STATEMENTS

The government-wide financial statements include a statement of net position and a statement of activities. These financial statements present only governmental activities, as the CRA conducts no business-type activities. The statement of net position reports all financial and capital resources of the CRA's governmental activities. It is presented in a net position format (assets and deferred outflows less liabilities and deferred inflows equal net position) and shown with three components: net investment in capital assets, restricted net position and unrestricted net position. Since all of the net position is restricted for redevelopment within the CRA's boundaries, there is no unrestricted net position in the statement of net position. Governmental activities are supported by taxes and intergovernmental revenues. The statement of activities demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as general revenues.

MEASUREMENT FOCUS, BASIS OF ACCOUNTING, AND FINANCIAL STATEMENT PRESENTATION

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period.

Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due.

Property taxes, franchise taxes, licenses, and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. All other revenue items are considered to be measurable and available only when cash is received by the CRA.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED

MEASUREMENT FOCUS, BASIS OF ACCOUNTING, AND FINANCIAL STATEMENT PRESENTATION - CONTINUED

Amounts reported as program revenues include 1) charges to customers or applicants for goods, services, or privileges provided, 2) operating grants and contributions, and 3) capital grants and contributions, including special assessments. Internally dedicated resources are reported as general revenues rather than as program revenues. Likewise, general revenues include all taxes.

The CRA reports only one fund which is a governmental fund. This fund is used to account for the revenues and expenditures of the CRA, which are restricted for rehabilitation, conservation, and redevelopment of the Community Redevelopment Program.

CASH AND INVESTMENTS

The CRA's cash account is with a financial institution qualified under laws and regulations of the State of Florida. Deposits whose values exceeded the limits of Federal depository insurance were entirely insured or collateralized pursuant to Chapter 280 of the Florida Statutes. The CRA does not have a formal investment policy that limits its exposure to fair value losses arising from increasing interest rates. However, at September 30, 2025, the CRA did not have any investment accounts.

State statutes section 218.415 authorizes the CRA to invest its surplus public funds in the following:

- Local Government Surplus Funds Trust Fund or any intergovernmental investment pool authorized through the Florida Inter-local Cooperation Act.
- S.E.C. registered money market funds with the highest credit equality rating from a nationally recognized rating company.
- Interest bearing time deposits or savings accounts in state-certified Qualified Public Depositories as defined in Section 280.02 Florida Statutes.
- Direct Obligations of the U.S. Treasury.

PENSION

For purposes of measuring the net pension asset, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the City of Wauchula Employee Pension Plan (the Plan) and additions to/deductions from Plan's fiduciary net position have been determined on the same basis as they are reported by the Plan. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms.

CAPITAL ASSETS

Capital assets, which include land, buildings and improvements, machinery and equipment, and construction in progress, are reported in the government-wide financial statements. Capital assets are defined by the CRA as assets with an initial, individual cost of more than $5,000 and an estimated life of greater than one year. If purchased or constructed, assets are reported at historical cost or estimated historical cost. Donated capital assets are recorded at estimated fair market value at the date of donation. The CRA has elected to report general infrastructure assets on a prospective basis only.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are expensed as incurred.

Depreciable capital assets of the primary government are depreciated using the straight-line method over the following estimated useful lives:

Assets	Years
Buildings and improvements	20 - 50

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED

DEFERRED OUTFLOWS/INFLOWS OF RESOURCES

In addition to assets, the statement of net position includes a separate section for deferred outflows of resources. This represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. Two items qualify for reporting in this category. A deferred outflow of pension resources and OPEB resources are reflected in the government-wide statement of net position.

In addition to liabilities, the statement of net position includes a separate section for deferred inflows of resources. This separate financial statement element, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The CRA has two items that qualifies for reporting in this category. A deferred inflow of pension earnings and OPEB resources are reported in the government-wide statement of net position.

On the governmental fund balance sheet, unavailable revenue is also classified as deferred inflows of resources. This represents funds which did not meet the availability criteria under the modified accrual basis of accounting and therefore are considered to be deferred charges until available. Unavailable revenue as of September 30, 2025 was $474,425.

COMPENSATED ABSENCES

The CRA personnel policy provides for the payment of accrued vacation, sick and comp time pay upon separation of its employees. A liability for this amount is recorded in the government-wide financial statements. A liability for these amounts is recorded in the governmental fund only if they have matured.

POST-EMPLOYMENT BENEFITS OTHER THAN PENSIONS (OPEB)

For purposes of measuring the net OPEB liability, deferred outflows of resources and deferred inflows of resources related to OPEB, and OPEB expense, information about the fiduciary net position of the City of Wauchula OPEB Plan (the Plan) and additions to/deductions from the Plan's fiduciary net position have been determined on the same basis as they are reported by the Plan. For this purpose, the Plan recognizes benefit payments when due and payable in accordance with the benefit terms.

NET POSITION

The elements of net position are reported in three parts as applicable: net investment in capital assets, restricted and unrestricted. When both restricted and unrestricted resources are available, restricted resources are used first, and then unrestricted resources, as they are needed. The CRA does not have unrestricted net position as of September 30, 2025.

FUND BALANCE

The CRA fund balance classifications comprise a hierarchy based primarily on the extent to which the CRA is bound to observe constraints imposed upon the use of the resources reported in the governmental fund. Fund balance classifications are non-spendable and spendable. Spendable is then further classified as restricted, committed, assigned, and unassigned. These classifications reflect not only the nature of funds, but also provide clarity to the level of restriction placed upon fund balance. Fund balance can have different levels of restraint, such as external versus internal compliance requirements.

The CRA classified governmental fund balances as follows:

Non-spendable – includes fund balance amounts that cannot be spent either because it is not in spendable form or because of legal or contractual requirements.

Spendable Fund Balance:

- Restricted – Includes amounts that can be spent only for specific purposes because of State or Federal laws or enabling legislation, or which are externally restricted by providers, such as creditors or grantors.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED

FUND BALANCE - CONTINUED

- Committed – Includes amounts that can be spent only for specific purposes that are approved by a formal action of the City Wauchula Commissioners through a resolution or the budget process.

- Assigned – Includes amounts designated for a specific purpose by the City of Wauchula Commissioners through a resolution or the budget process, which are neither restricted nor committed.

- Unassigned – Unassigned fund balance would include negative balances of the governmental fund if expenditures exceed amounts restricted, committed, or assigned for those specific purposes.

The CRA uses restricted amounts first when both restricted and unrestricted fund balance are available, unless there are legal documents or contracts that prohibit doing this, such as in grant agreements requiring dollar for dollar spending. Additionally, the CRA would first use committed, then assigned, and lastly unassigned amounts of unrestricted fund balance when expenditures are made. The CRA does not have a formal minimum fund balance policy.

As of September 30, 2025, the CRA only had restricted fund balance. Restricted fund balance of $2,319,750 is restricted through enabling legislation to be utilized on redevelopment within the CRA's boundaries.

BUDGETARY INFORMATION

Annual budgets are adopted on a basis consistent with U.S. generally accepted accounting principles for the governmental funds. Expenditures should not exceed total appropriations. All annual appropriations lapse at fiscal yearend. Budget amendments are approved by the City of Wauchula Commission.

The CRA follows the same procedures as established by the City of Wauchula, Florida in establishing the budgetary data reflected in the financial statements. The legal level of budgetary control is at the fund level.

INSURANCE

The CRA is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees and natural disasters. These risks are covered by commercial insurance purchased from independent third parties including participation in various risk sharing pools. Any significant accrued losses have been funded. There has been no significant reduction in coverage from the prior year, and no settlements or claims in excess of coverage.

ESTIMATES

The preparation of financial statements in conformity with U.S. generally accepted accounting principles required management to make estimates and assumptions that affect reported amounts of assets, deferred outflows, liabilities, deferred inflows and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

ADOPTION OF A NEW ACCOUNTING STANDARD

Effective October 1, 2024, the CRA adopted new accounting guidance by implementing the provisions of Governmental Accounting Standards Board (GASB) Statement No. 101, *Compensated Absences* (GASB No. 101). GASB No. 101 updates the recognition and measurement guidance for compensated absences, including vacation, sick leave, and other paid leave benefits. Under GASB No.101, liabilities for compensated absences are recognized when the benefits are both attributable to services already rendered and are expected to be paid. The standard eliminates the requirement to segregate obligations into "vesting" and "non-vesting" components, instead emphasizing whether leave accumulates and whether it is more likely than not to be paid.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED

ADOPTION OF A NEW ACCOUNTING STANDARD - CONTINUED

This change required the restatement of the beginning balances of net position for governmental activities and compensated absences. The restatements effective October 1, 2024 for the statement of net position and statement of activities are as follows:

	Governmental Activities
Statement of Net Position:	
Compensated absences at October 1, 2024, as originally stated	$ 23,856
Change in accounting principle:	
GASB No. 101, *Compensated Absences*	(781)
Compensated absences at October 1, 2024, as restated	$ 23,075
Statement of Activities:	
Net Position at October 1, 2024, as originally stated	$ 2,288,997
Change in accounting principle:	
GASB No. 101, *Compensated Absences*	781
Net position at October 1, 2024, as restated	$ 2,289,778

NOTE 2 - DETAILED NOTES ON ALL FUNDS

CASH AND INVESTMENTS

At year-end, the CRA's carrying amount of deposits was $2,500,153. The CRA's deposits are held in a pooled cash account through the City of Wauchula, which had a bank balance of $12,337,786. All deposits were in State Certified Qualified Public Depositories.

RESTRICTED ASSETS

Restricted assets consist of the CRA's cash and receivables. The entire amount of the CRA's assets are restricted through enabling legislation for redevelopment purposes.

CAPITAL ASSETS

Capital asset activity for governmental activities for the year ended September 30, 2025 was as follows:

	Beginning Balance	Increases	Decreases	Transfers	Ending Balance
Capital assets, not being depreciated:					
Construction in progress	$ 563,561	$ 608,791	$ -	$ 171,018	$ 1,343,370
Total capital assets, not being depreciated	563,561	608,791	-	171,018	1,343,370
Capital assets, being depreciated:					
Buildings and improvements	69,247	-	-	-	69,247
Total capital assets being depreciated	69,247	-	-	-	69,247
Less accumulated depreciation for:					
Buildings and improvements	(62,322)	(6,925)	-	-	(69,247)
Total accumulated depreciation	(62,322)	(6,925)	-	-	(69,247)
Total capital assets being depreciated, net	6,925	(6,925)	-	-	-
Governmental activities capital assets, net	**$ 570,486**	**$ 601,866**	**$ -**	**$ 171,018**	**$ 1,343,370**

Depreciation expense was charged to the CRA's general government in the amount of $6,925 in 2025.

NOTE 2 - DETAILED NOTES ON ALL FUNDS - CONTINUED

LONG-TERM LIABILITIES

Long-term liability activity for the year ended September 30, 2025, was as follows:

Governmental activities:	Beginning Balance, as Originally Stated	Restatement	Additions		Reductions	Ending Balance	Due Within One Year
Compensated absences	$ 23,856	$ (781)	$ 277	*	$ -	$ 23,352	$ 18,682
Other postemployment benefits	130,801	-	36,801		(3,231)	164,371	-
Governmental activity Long-term liabilities	$ 154,657	$ (781)	$ 37,078		$ (3,231)	$ 187,723	$ 18,682

* Change in compensated absences is reported net

TRANSFERS FROM THE CITY OF WAUCHULA, FLORIDA

During 2025, the City of Wauchula, Florida transferred $535,152 to the CRA to participate along with the CRA in redevelopment projects.

NOTE 3 - RETIREMENT PLAN

General Information about the Pension Plan and Plan Administration

The employee of the CRA is provided with pension benefits provided through the City of Wauchula Employee Pension Plan (the Plan). The City of Wauchula (City) administers a single employer defined benefit public employee retirement system (the Plan).

Participation is mandatory for full time employees and employees are eligible on the date of hire. Benefit provisions and employer and employee contributions are authorized by the City Commission and trustees. The Plan was amended and restated pursuant to Ordinance 2014-3.

A separate financial statement is not issued for the Plan. Plan administrative costs are paid by the Plan. The Advisory Committee administers the Plan with final authority residing in the City Commission with powers to amend or extend the provisions of the Plan.

Benefit Provisions

Effective May 17, 2010, normal retirement is age 60 with 6 years of service, or any age with 30 years of service. The pension benefit is 2.50% of average earnings for each year of service up to 40 years. Benefits are available for early retirement at age 50 with at least 6 years of service. The pension benefit is reduced by 1% for each year down to age 55 and further reduced by 2% for each year down to age 50.

Death and disability benefits are also available under the Plan. In service disability benefits are calculated at the larger of the basic pension formula or 50% of average earnings. Non-service disability is calculated as the larger of the basic pension formula or 25% of average earnings. Pre-retirement death benefits are calculated at 50% of the basic pension formula beginning at the earliest retirement age, and payable to the spouse of a vested participant for life. In addition, the beneficiary of any participant or retiree receives $25,000, reduced by 10% for each year of service less than 10 years.

Vesting occurs after 6 years of service for general employees and 10 years for police officers. Participants who retire at age 50 or later with at least 6 years of service receive a $100 monthly supplemental life annuity.

Contributions

Employees in the Plan are required to contribute 10% of their annual covered salary. The City is required to contribute the greater of an actuarially determined rate or 10%. Contributions to the pension plan from the CRA were $8,443 for the year ended September 30, 2025.

NOTE 3 - RETIREMENT PLAN - CONTINUED

Pension (Asset) Liability, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

At September 30, 2025, the CRA reported a net pension asset of $156,364 for its proportionate share of the net pension asset. The net pension asset was measured as of September 30, 2025, and the total pension (asset) liability used to calculate the net pension (asset) liability was determined by an actuarial valuation as of October 1, 2024. The CRA's proportion of the net pension liability was based on the CRA's proportion of covered-employee payroll. At September 30, 2025, the CRA's proportion was 3.40%.

For the year ended September 30, 2025, the CRA recognized pension expense of $4,198. At September 30, 2025, the CRA reported deferred outflows of resources and deferred inflows of resources related to pension from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Balance as of September 30, 2024	$ 99,260	$ (150,190)
Change due to:		
Amortization payments	(41,425)	62,117
Investment gain/loss	-	(12,195)
Demographic gain/loss	-	(30,781)
Assumption changes	-	-
Change in proportion and differences between the CRA contributions and proportionate share of contributions	(515)	780
Total change	(41,940)	19,921
Balance as of September 30, 2025	**$ 57,320**	**$ (130,269)**

Amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Year ended September 30:	Deferred Outflows of Resources	Deferred Inflows of Resources
2026	$ 41,305	$ (43,667)
2027	9,224	(39,504)
2028	5,817	(31,843)
2029	870	(9,127)
2030	104	(5,280)
Thereafter	-	(848)

Actuarial Assumptions

The total pension liability, net pension liability (asset), and certain sensitivity information are based on an actuarial valuation performed as of October 1, 2024. The total pension liability was rolled-forward from the valuation date to the plan's fiscal year ending September 30, 2025. The total pension liability was determined using the following actuarial assumptions, applied to all periods included in the measurement.

Investment rate of return (2.62% for inflation)	7.00%
Projected salary increases	5.00% per annum
COLA	None assumed

NOTE 3 - RETIREMENT PLAN - CONTINUED

For all eligible participants, 10% are assumed to retire at each of ages 55 through 59 and 100% are assumed to retire at age 60. Regardless of the foregoing, participants who have earned at least 30 years of service are assumed to retire immediately and deferred vested participants are assumed to commence benefits at their normal retirement age.

Pre-retirement mortality is based on the sex-distinct rates set forth in the PUB-2010 Headcount-Weighted Below Median Employee Mortality Table for general employees, with full generational improvements in mortality using Scale MP-2018 and with male ages set back one year; post-retirement mortality is based on the sex-distinct rates set forth in the PUB-2010 Headcount-Weighted Below Median Healthy Retiree Mortality Table for general employees, with full generational improvements in mortality using Scale MP-2018 and with male ages set back one year.

The long-term expected rate of return on pension plan investments was determined using a building-block in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expenses and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. Best estimates of arithmetic real rates of return for each major asset class included the pension plan's target asset allocation as of September 30, 2025 are summarized in the following table:

Long-Term Expected Asset Class	Real Rate of Return
Equities	
Large Cap	4.60%
Small Cap	5.50%
International	6.70%
Fixed Income	
Core Bonds	1.60%
Core Plus	2.10%
Core Real Estate	5.00%
Total or weighted arithmetic average	4.38%

Discount Rate

The discount rate used to measure the total pension liability (asset) was 7.00%. The projection of cash flows used to determine the discount rate assumed that plan member contributions will be made at the current contribution rate and that sponsor contributions will be made at rates equal to the difference between actuarially determined contribution rates and the member rate. Based on those assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability (asset).

Sensitivity of the net pension liability (asset) to changes in the discount rate

The following presents the net pension liability (asset) of the CRA, calculated using the discount rate of 7.00%, as well 1% higher and 1% lower than the current rate:

	1% Decrease 6.00%	Current Discount Rate 7.00%	1% Increase 8.00%
Net pension liability (asset)	$ (60,566)	$ (156,364)	$ (249,888)

NOTE 3 - RETIREMENT PLAN - CONTINUED

Changes of Assumptions
There were no changes of assumptions since the prior measurement date.

Changes in Benefit Terms
Since the prior measurement date, retirees were provided with a 5.00% cost-of-living adjustment.

Pension Plan Fiduciary Net Position.
Detailed information about the pension plan's fiduciary net position is available in the separately issued financial statements of the City of Wauchula, Florida.

Payable to the Pension Plan
At September 30, 2025, the CRA did not have any outstanding contributions payable to the Plan required for the year ended September 30, 2025.

NOTE 4 - OTHER POST-EMPLOYMENT BENEFIT PLAN

Plan Administration – The employee of the CRA is provided with post-employment benefits other than pensions (OPEB) through the City of Wauchula OPEB Plan (the Plan). The City administers a single employer defined benefit plan (Plan) that is used to OPEB benefits, through the City's Personnel Rules and Regulations with the following provisions:

Employees hired prior to January 1, 1999:

- Entitled to participate in the City's group medical insurance plan until becoming eligible for Medicare, and thereafter in the City approved Medicare Supplement, if the City has approved one, at their own expense unless prior to retirement of a particular employee, the City Commission decides otherwise.
- Retirees must pay a monthly premium as determined by the insurance carrier, less any explicit subsidies that are provided by the City. The premium varies depending on whether the retiree elects single, spousal, or family coverage.

Employees hired after January 1, 1999:

- Entitled to participate in any City plan upon retirement but at the employee's own expense.

The Plan is vested and subject to change by approval of the City Commissioners. Separate financial statements of the Plan are not available.

Benefits Provided
For employees hired prior to January 1, 1999, the City provides an explicit health insurance subsidy equal to the premium for single coverage under the City's health insurance plan, less $100 per month which is provided under the City-sponsored pension plan. The subsidy is provided regardless of whether the retiree elects coverage under the City-sponsored health insurance plan, and the subsidy is provided for life. The City also provides a $30 monthly utility subsidy. The utility subsidy is provided to the retiree for life and to the retiree's spouse for life after the retiree's death.

Contributions
Through 2015, the City's OPEB benefits were unfunded. Effective October 1, 2015, the City established an Other Post-Employment Benefit Trust (Trust) of which the assets are held with the Florida Municipal Pension Trust (FMPT). Annual contributions to the OPEB Trust are not required and are determined annually by the City Commissioners.

During the year ended September 30, 2025, the CRA contributed $2,960 to the OPEB Trust. Plan members are not required to contribute to the Plan.

NOTE 4 - OTHER POST-EMPLOYMENT BENEFIT PLAN - CONTINUED

OPEB Liability, OPEB Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB

At September 30, 2025, the CRA reported a liability of $164,371 for its proportionate share of the net OPEB liability. The net OPEB liability was measured as of September 30, 2025, and the total OPEB liability used to calculate the net OPEB liability was determined by an actuarial valuation as of October 1, 2024. The CRA's proportion of the net OPEB liability was based on the CRA's proportion of covered-employee payroll. At September 30, 2025, the CRA's proportion was 3.40%.

For the year ended September 30, 2025, the CRA recognized OPEB expense of $3,991. At September 30, 2025, the CRA reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Balance as of September 30, 2024	$ 42,269	$ (90,616)
Change due to:		
Amortization payments	(17,001)	21,235
Investment gain/loss	-	(337)
Demographic gain/loss	26,070	-
Assumption changes	3,250	-
Change in proportion and differences between the CRA contributions and proportionate share of contributions	(219)	470
Total change	12,100	21,368
Balance as of September 30, 2025	**$ 54,369**	**$ (69,248)**

Amounts reported as deferred outflows of resources and deferred inflows of resources related to OPEB will be recognized in OPEB expense as follows:

Year ended September 30:	Deferred Outflows of Resources	Deferred Inflows of Resources
2026	$ 17,001	$ (20,690)
2027	13,853	(17,146)
2028	5,870	(14,293)
2029	5,535	(7,508)
2030	5,494	(5,062)
Thereafter	6,616	(4,549)

Actuarial Assumptions

The total OPEB liability was determined by an actuarial valuation as of October 1, 2024 in which the individual entry age normal cost method was used. The actuarial valuation's determination of the OPEB liability, using the following actuarial assumptions, applied to all periods included in the measurement, unless otherwise specified:

- Discount Rate: 4.53% per annum; this rate was used to discount all future benefit payments and is based on a blend of the expected long-term return on assets (for benefits payments during the first eight years after the valuation date) and a yield on 20-year Grade AA/Aa or higher municipal bonds of 4.50% per annum (for benefit payments beyond the first eight years after the valuation date); the expected long-term return on assets was determined by the Asset Consulting Group and the municipal bond yield is based on the return on the S&P Municipal Bond 20-year High Grade Index as of the measurement date.

NOTE 4 - OTHER POST-EMPLOYMENT BENEFIT PLAN - CONTINUED

Actuarial Assumptions - Continued

- Expected Long-Term Return on Assets: 6.50% per annum (2.62% per annum is attributable to long-term inflation).
- Salary Increases: 3.00% per annum.
- Cost-of-Living Increases: Retiree contributions and health insurance premiums have been assumed to increase in accordance with the healthcare cost trend rates.
- Healthcare Cost Trend Rates: Increases in healthcare costs are assumed to be 8.00% for the 2024/25 fiscal year graded down by 0.50% per year to 5.00% for the 2030/31 and later fiscal years.
- Mortality basis: Sex-distinct rates set forth in the PUB-2010 Mortality Table (without income adjustments) for general employees, with full generational improvements in mortality using Scale MP-2020.
- Retirement: 10% of eligible general employees are assumed to retire at each of ages 55 through 59 and 100% of eligible general employees are assumed to retire at age 60; regardless of the foregoing, employees who have earned at least 30 years of service are assumed to retire immediately.
- Disability: Assumed disability uses age and gender based rates; general employee disability rates range from 0.075% (males) and 0.035% (females) at age 25, 0.096% (males) and 0.054% (females) at age 35, and 0.162% (males) and 0.085% (females) at age 45, to 0.400% (males) and 0.180% (females) at age 55.
- Employment Termination: Assumed withdrawal uses age-based rates; general employee withdrawal rates range from 7.10% at age 25, 4.20% at age 35, 1.80% at age 45, and 0.80% at age 55 to 0.00% at age 60.
- Coverage Election: 25% of eligible employees are assumed to elect medical coverage under the City's health insurance plan for life upon retirement or disability and 80% of those electing coverage are also assumed to elect coverage for their spouse.
- Spouses and Dependents: Husbands are assumed to be three years older than wives; retirees are not assumed to have any dependent children.
- COBRA: Future healthcare coverage provided solely pursuant to COBRA was not included in the OPEB valuation; because the COBRA premium is determined periodically based on plan experience, the COBRA premium to be paid by the participant is assumed to fully cover the cost of providing healthcare coverage during the relevant period.
- Changes in Assumptions: Since the prior measurement date, the discount rate was increased from 4.21% per annum to 4.53% per annum.
- Changes in the Healthcare Cost Trend Rates: The healthcare cost trend rates were increased from 6.50% for the 2024/25 fiscal year graded down to 5. 00% for the 2027/28 and later fiscal years.
- Changes in Implied Monthly Subsidy: The implied monthly subsidy at age 60 for the 2024/25 fiscal year was changed from $520.60 to $475.00 for the retiree and from $665. 22 to $675. 00 for the retiree 's spouse.

The long-term expected rate of return on OPEB plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation.

NOTE 4 - OTHER POST-EMPLOYMENT BENEFIT PLAN - CONTINUED

Actuarial Assumptions - Continued

Best estimates of arithmetic real rates of return for each major asset class included in the target asset allocation as of September 30, 2025 are summarized in the following table:

Asset Class	Long-Term Expected Real Rate of Return
Core Bonds	1.60% per annum
Core Real Estate	5.00% per annum
Core Plus	2.10% per annum
U.S. Large Cap Equities	4.60% per annum
U.S. Small Cap Equities	5.50% per annum
Non-U.S. Equities	6.70% per annum
Total or Weighted Arithmetic Average	3.88% per annum

Discount Rate

The discount rate used to measure the total OPEB liability was 4.53% (increased from 4.21% in the prior year). The projection of cash flows used to determine the discount rate assumed that City contributions will be made at rates equal to the actuarially determined contribution rates. Based on those assumptions, the OPEB plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on OPEB plan investments was applied to all periods of projected benefit payments to determine the total OPEB liability.

Sensitivity of the Net OPEB Liability to Changes in the Discount Rate

The following presents the CRA's proportionate share of the net OPEB liability of the Plan, as well as what the CRA's proportionate share of the net OPEB liability would be if it were calculated using a discount rate that is 1-percentage point lower or 1-percentage-point higher than the current discount rate:

	1% Decrease 3.53%	Current Discount Rate 4.53%	1% Increase 5.53%
Net OPEB liability	$ 189,707	$ 164,371	$ 143,623

Sensitivity of the Net OPEB Liability to Changes in the Healthcare Cost Trend Rates

The following presents CRA's proportionate share of the net OPEB liability of the Plan, as well as what the CRA's proportionate share of the net OPEB liability would be if it were calculated using healthcare cost trend rates that are 1-percentage-point lower or 1-percentage-point higher than the current healthcare cost trend rates:

	1% Decrease	Current Discount 8.00% graded down 5.00%	1% Increase
Net OPEB liability	$ 143,441	$ 164,371	$ 189,535

OPEB Plan Fiduciary Net Position

Detailed information about the OPEB plan's fiduciary net position is available in the separately issued financial statements of the City of Wauchula, Florida.

Payable to the OPEB Plan

At September 30, 2025, the CRA did not have any outstanding contributions payable to the Plan required for the year ended September 30, 2025.

NOTE 5 – CONTINGENCIES

From time to time, the CRA is involved in litigation with various parties. The outcome of these matters and potential losses to the CRA cannot be determined. As a result, no liability has been recorded in these financial statements. However, it is at least reasonably possible that a liability could result in the near term.

REQUIRED SUPPLEMENTARY INFORMATION

CITY OF WAUCHULA COMMUNITY REDEVELOPMENT AGENCY
(A COMPONENT UNIT OF THE CITY OF WAUCHULA, FLORIDA)
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
BUDGET TO ACTUAL
FOR THE YEAR ENDED SEPTEMBER 30, 2025

	Original Budget	Final Budget	Actual	Variance with Final Budget
REVENUES				
Taxes	$ 778,663	$ 778,663	$ 866,295	$ 87,632
Interest	10,000	10,000	78,541	68,541
Grant revenue	2,867,458	2,867,458	-	(2,867,458)
Miscellaneous revenues	15,000	15,000	-	(15,000)
Total Revenues	3,671,121	3,671,121	944,836	(2,726,285)
EXPENDITURES				
General government	568,446	568,446	398,029	170,417
Capital outlay	4,915,000	4,915,000	608,791	4,306,209
Total Expenditures	5,483,446	5,483,446	1,006,820	4,476,626
Excess (Deficiency) of Revenues Over (Under) Expenditures	(1,812,325)	(1,812,325)	(61,984)	1,750,341
OTHER FINANCING SOURCES (USES)				
Transfers in	1,812,325	1,812,325	535,152	(1,277,173)
Total Other Financing Sources (Uses)	1,812,325	1,812,325	535,152	(1,277,173)
Net change in Fund Balances	-	-	473,168	473,168
FUND BALANCE - Beginning	1,846,582	1,846,582	1,846,582	-
FUND BALANCE - Ending	**$ 1,846,582**	**$ 1,846,582**	**$ 2,319,750**	**$ 473,168**

Note 1 - Budgetary Basis
The special revenue fund budget is adopted on a basis consistent with generally accepted accounting principles.

CITY OF WAUCHULA COMMUNITY REDEVELOPMENT AGENCY
SCHEDULE OF THE CRA'S PROPORTIONATE SHARE OF THE NET PENSION (ASSET) LIABILITY
AVAILABLE FISCAL YEARS *

	2020	2021	2022	2023	2024	2025
CRA's proportion of the collective net pension liability (asset)	3.33%	3.23%	3.45%	3.12%	3.42%	3.40%
CRA's proportionate share of the collective net pension liability (asset)	$ (83,611)	$ (163,248)	$ (43,425)	$ (29,575)	$ (125,863)	$ (156,364)
CRA's covered payroll	$ 60,564	$ 60,948	$ 63,170	$ 63,453	$ 68,562	$ 78,541
CRA's proportionate share of the collective net pension liability (asset) as a percentage of the CRA's covered payroll	138.05%	267.85%	68.74%	46.61%	183.58%	199.09%
Plan fiduciary net position as a percentage of total pension liability	114.17%	127.44%	106.69%	104.67%	117.23%	120.93%

* The CRA commenced stand-alone statements for the year ended September 30, 2020. Ultimately, this schedule will contain information for the last ten years.

CITY OF WAUCHULA COMMUNITY REDEVELOPMENT AGENCY
SCHEDULE OF THE CRA'S CONTRIBUTIONS - PENSION
AVAILABLE FISCAL YEARS *

	2020	2021	2022	2023	2024	2025
Contractually required contribution	$ 4,783	$ 4,935	$ -	$ 15,736	$ 16,439	$ 13,068
Contributions in relation to the contractually required contribution	159	5,214	-	2,424	10,537	8,443
Contribution deficiency (excess)	**$ 4,624**	**$ (279)**	**$ -**	**$ 13,312**	**$ 5,902**	**$ 4,625**
CRA's covered-employee payroll	$ 60,564	$ 60,948	$ 63,170	$ 63,453	$ 68,562	$ 78,541
Contributions as a percentage of covered-employee payroll	0.26%	8.55%	0.00%	3.82%	15.37%	10.75%

* The CRA commenced stand-alone statements for the year ended September 30, 2020.
Ultimately, this schedule will contain information for the last ten years.

Notes to Required Supplementary Schedules for Pension:
Changes in benefit terms: Since the prior measurement date, retirees were provided with a 5.00% cost-of-living adjustment.

Changes in assumptions: There were no changes in assumptions since the prior measurement date.

CITY OF WAUCHULA COMMUNITY REDEVELOPMENT AGENCY
SCHEDULE OF THE CRA'S PROPORTIONATE SHARE OF THE NET OPEB LIABILITY
AVAILABLE FISCAL YEARS *

	2020	2021	2022	2023	2024	2025
CRA's proportion of the collective net OPEB liability	3.33%	3.23%	3.45%	3.12%	3.42%	3.40%
CRA's proportionate share of the collective net OPEB liability	$ 200,703	$ 187,851	$ 163,053	$ 139,049	$ 130,801	$ 164,371
CRA's covered payroll	$ 60,564	$ 60,948	$ 63,170	$ 63,453	$ 68,562	$ 72,486
CRA's proportionate share of the collective net OPEB liability as a percentage of the CRA's covered payroll	331.39%	308.22%	258.12%	219.14%	190.78%	226.76%
Plan fiduciary net position as a percentage of total OPEB liability	8.83%	10.22%	10.99%	11.94%	15.42%	11.98%

* The CRA commenced stand-alone statements for the year ended September 30, 2020. Ultimately, this schedule will contain information for the last ten years.

CITY OF WAUCHULA COMMUNITY REDEVELOPMENT AGENCY
SCHEDULE OF THE CRA'S CONTRIBUTIONS - OPEB
AVAILABLE FISCAL YEARS *

	2020	2021	2022	2023	2024	2025
Contractually required contribution	$ 6,063	$ 3,929	$ 4,511	$ 4,224	$ 4,564	$ 2,960
Contributions in relation to the contractually required contribution	6,063	3,929	4,511	4,224	4,564	2,960
Contribution deficiency (excess)	$ -	$ -	$ -	$ -	$ -	$ -
CRA's covered-employee payroll	$ 60,564	$ 60,564	$ 63,170	$ 63,453	$ 68,562	$ 72,486
Contributions as a percentage of covered-employee payroll	10.01%	6.49%	7.14%	6.66%	6.66%	4.08%

* The CRA commenced stand-alone statements for the year ended September 30, 2020. Ultimately, this schedule will contain information for the last ten years.

Notes to Required Supplementary Schedules for OPEB:

Changes in assumptions	Since the prior measurement date, the discount rate was increased from 4.21% per annum to 4.53% per annum
Changes in the healthcare cost trend rates	The healthcare cost trend rates were increased from 6.50% for the 2024/25 fiscal year graded down to 5.00% for the 2027/28 and later fiscal years
Changes in implied monthly subsidy	The implied monthly subsidy at age 60 for the 2024/25 fiscal year was changed from $520.60 to $475.00 for the retiree and from $665. 22 to $675. 00 for the retiree 's spouse.

OTHER REPORTS

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

MANAGEMENT LETTER

INDEPENDENT ACCOUNTANT'S REPORT

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Honorable City Commission
City of Wauchula Community Redevelopment Agency
Wauchula, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities and major fund of the City of Wauchula Community Redevelopment Agency (CRA), a component unit of the City of Wauchula, Florida, as of and for the year ended September 30, 2025, and the related notes to the financial statements, which collectively comprise the CRA's basic financial statements, and have issued our report thereon dated June 19, 2026.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the CRA's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the CRA's internal control. Accordingly, we do not express an opinion on the effectiveness of the CRA's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the CRA's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the CRA's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

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Purpose of This Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the CRA's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the CRA's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

CS&L CPAs

CS&L CPAs, P.A.

June 19, 2026
Bradenton, Florida

MANAGEMENT LETTER

To the Honorable City Commission
City of Wauchula Community Redevelopment Agency
Wauchula, Florida

Report on the Financial Statements

We have audited the financial statements of the City of Wauchula Community Redevelopment Agency (CRA), a component unit of the City of Wauchula, Florida, as of and for the fiscal year ended September 30, 2025, and have issued our report thereon dated June 19, 2026.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and Chapter 10.550, Rules of the Auditor General.

Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards*; and Independent Accountant's Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated June 19, 2026, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. There were no findings or recommendations made in preceding annual financial audit report.

Official Title and Legal Authority

Section 10.554(1)(i)4., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. This information is disclosed in the notes to the financial statements.

Financial Condition and Management

Section 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, require us to apply appropriate procedures and communicate the results of our determination as to whether or not the CRA met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify of the specific conditions met. In connection with our audit, we determined that the CRA was not in a state of financial emergency as it did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

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Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures for the CRA. It is management's responsibility to monitor the CRA's financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have such recommendations.

Property Assessed Clean Energy (PACE) Programs

As required by Section 10.554(1)(i)6.a., Rules of the Auditor General, a PACE program authorized pursuant to Section 163.081 or Section 163.082, Florida Statutes, did not operate within the CRA's geographical boundaries during the fiscal year under audit.

Special District Component Units

Section 10.554(1)(i)5.c., Rules of the Auditor General, requires, if appropriate, that we communicate the failure of a special district that is a component unit of a county, municipality, or special district, to provide the financial information necessary for proper reporting of the component unit within the audited financial statements of the county, municipality, or special district in accordance with Section 218.39(3)(b), Florida Statutes. In connection with our audit, we did not note any special district component units that failed to provide the necessary information for proper reporting in accordance with Section 218.39(3)(b), Florida Statutes.

Specific Information for a Dependent Special District

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)7, Rules of the Auditor General, the CRA reported:

a. The total number of CRA employees compensated in the last pay period of the CRA's fiscal year was 1.

b. The total number of independent contractors to whom nonemployee compensation was paid in the last month of the CRA's fiscal year was 0.

c. All compensation earned by or awarded to employees, whether paid or accrued, regardless of contingency was $78,541.

d. All compensation earned by or awarded to nonemployee independent contractors, whether paid or accrued, regardless of contingency was $0.

e. Each construction project with a total cost of at least $65,000 approved by the CRA that is scheduled to begin on or after October 1 of the fiscal year being reported, together with the total expenditures for such project was:

Project Name	Budget	Current Year Expenditures
Auditorium Improvements	$ 350,000	$ 305,300
In-Fill Housing	$ 1,050,000	$ -
New Sidewalks	$ 15,000	$ 13,592
Farr Field	$ 3,500,000	$ 263,325

f. A budget variance based on the budget adopted under Section 189.016(4), Florida Statutes, before the beginning of the fiscal year being reported if the CRA amends a final adopted budget under Section 189.016(6), Florida Statutes. The budget variance is presented on page 27.

Additional Matters

Section 10.554(1)(i)3., Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or fraud, waste, or abuse, that has occurred, or is likely to have occurred, that has an effect on the financial statements that is less than material but warrants the attention of those charged with governance. In connection with our audit, we did not note any such findings.

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, the City of Wauchula Commission, and applicable CRA management, and is not intended to be and should not be used by anyone other than these specified parties.

CS&L CPAs

CS&L CPAs, P.A.

June 19, 2026
Bradenton, Florida

INDEPENDENT ACCOUNTANT'S REPORT

To the Honorable City Commission
City of Wauchula Community Redevelopment Agency
Wauchula, Florida

We have examined the City of Wauchula Community Redevelopment Agency's (CRA), a component unit of the City of Wauchula, Florida, compliance with Section 218.415, Florida Statutes, regarding the investment of public funds, and Sections 163.387(6) and (7), Florida Statutes, regarding community redevelopment agencies, during the year ended September 30, 2025. Management of the CRA is responsible for the CRA's compliance with the specified requirements. Our responsibility is to express an opinion on the CRA's compliance with the specified requirements based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the CRA complied, in all material respects, with the specified requirements referenced above. An examination involves performing procedures to obtain evidence about whether the CRA complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

We are required to be independent and to meet our other ethical responsibilities in accordance with relevant ethical requirements relating to the examination engagement.

Our examination does not provide a legal determination on the CRA's compliance with specified requirements.

In our opinion, the CRA complied, in all material respects, with the specified requirements for the year ended September 30, 2025.

This report is intended solely for the information and use of the CRA and the Auditor General, State of Florida, and is not intended to be and should not be used by anyone other than these specified parties.

CS&L CPAs

CS&L CPAs, P.A.

June 19, 2026
Bradenton, Florida

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SARASOTA 1515 Ringling Boulevard, Suite 900 Sarasota, FL 34236 ph 941.954.4040
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June 19, 2026

To the Audit Committee, City Commission, and CRA Management
City of Wauchula Community Redevelopment Agency

We have audited the financial statements of the governmental activities and major fund of the City of Wauchula Community Redevelopment Agency (the "CRA") for the year ended September 30, 2025. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards and *Government Auditing Standards,* and Chapter 10.550, Rules of the Auditor General, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letters to you dated July 28, 2025 and October 15, 2025. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Findings

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the CRA are described in Note 1 to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during the year, other than the adoption of a new accounting standard as discussed below. We noted no transactions entered into by the CRA during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

The CRA adopted Governmental Accounting Standards Board (GASB) Statement No. 101, *Compensated Absences* (GASB No. 101) which updates the recognition and measurement guidance for compensated absences, including vacation, sick leave, and other paid leave benefits. Under GASB No. 101, liabilities for compensated absences are recognized when the benefits are both attributable to services already rendered and are expected to be paid. The standard eliminates the requirement to segregate obligations into "vesting" and "non-vesting" components, instead emphasizing whether leave accumulates and whether it is more likely than not to be paid. The adoption of this accounting standard to the CRA's financial statements resulted in a restatement of net position as of October 1, 2024 for governmental activities in the statement of activities, as well as the beginning balance of compensated absences in the statement of net position. The restatement is disclosed in Note 1 to the financial statements.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions

about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the CRA's financial statements were:

Other Postemployment Benefits (OPEB) Accruals

A long-term liability for the CRA's proportionate share of the City's OPEB liability, deferred outflows related to OPEB and deferred inflows related to OPEB resources have been recorded in the government-wide financial statements for the CRA's proportionate share of the City's OPEB amounts. The amounts are based on an allocation of the City amounts which were determined based on the actuarial calculated amounts as provided by the actuary.

Net Pension Asset and Deferred Inflows and Outflows Related to the Pension Plan

A long-term asset (negative net pension liability), deferred outflows of pension resources and deferred inflows of pension resources have been recorded in the government-wide financial statements for the CRA's proportionate share of the City's pension amounts. The amounts are based on an allocation of the City amounts which were determined based on the actuarial calculated amounts as provided by the actuary.

Compensated Absences Under GASB No. 101

Management's estimate for compensated absences is based on the accumulation of time for services rendered, and the expectation of the amount that is more likely than not to be paid or exercised.

We evaluated the key factors and assumptions used to develop estimates noted above in determining that they are reasonable in relation to the financial statements taken as a whole.

Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. The most sensitive disclosures affecting the financial statements were:

Note 1 describes the CRA's significant accounting policies.

Note 2 describes the CRA's capital assets and long-term liabilities.

Note 3 describes the CRA's retirement plans.

Note 4 describes the CRA's other postemployment benefit plan.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Adjustments proposed as part of the audit included adjustments for pension, OPEB and implementation of GASB No. 101, *Compensated Absences*. Management either provided, or reviewed and approved, all adjustments to make corrections, and posted them to the CRA's records.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated June 19, 2026.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the CRA's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the CRA's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

Required Supplementary Information

We applied certain limited procedures to the required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

Non-Audit Services

At the request of management of the CRA, we also assisted in preparing the financial statements and related notes of the CRA in conformity with U.S. generally accepted accounting principles based on information provided by the CRA. We also assisted with various other consultations and accounting assistance at the request of the CRA. The non-audit services do not constitute an audit under *Government Auditing Standards* and such services were not conducted in accordance with *Government Auditing Standards*.

CRA management agreed to assume all management responsibilities relating to the non-audit and any services we provided. The CRA has acknowledged in the management representation letter our assistance with the non-audit services as any other services provided and that management of the CRA has reviewed and approved the non-audit services, and any other assistance we provided, and have accepted responsibility for them. Further, management of the CRA oversaw the non-audit services by designating an individual, from senior management, with suitable skill, knowledge, or experience; evaluated the adequacy and results of those services; and accepted responsibility for them.

Upcoming Accounting Pronouncements

The Governmental Accounting Standards Board (GASB) has issued two new accounting pronouncements that will be required effective October 1, 2025 (i.e. for the CRA's September 30, 2026) financial statements.

GASB Statement No. 103, *Financial Reporting Model Improvements*. This accounting pronouncement affects various matters in the financial statements:

- Management's Discussion & Analysis will include required topics and stresses that the detailed analyses should explain why balances and results of operations changed rather than simply presenting the amounts or percentages by which they changed.
- Defines unusual or infrequent items, recognizing them as inflows and outflows.
- Changes reporting of proprietary fund statements (no impact to the CRA).
- Requires an explanation of significant variances between budget and actual amounts to be presented in the notes to the required supplementary information.

management of the City oversaw the non-audit services by designating an individual, from senior management, with suitable skill, knowledge, or experience; evaluated the adequacy and results of those services; and accepted responsibility for them.

Upcoming Accounting Pronouncements

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GASB Statement No. 103, *Financial Reporting Model Improvements*. This accounting pronouncement affects various matters in the financial statements:

- Management's Discussion & Analysis will include required topics and stresses that the detailed analyses should explain why balances and results of operations changed rather than simply presenting the amounts or percentages by which they changed.
- Defines unusual or infrequent items, recognizing them as inflows and outflows.
- Changes reporting of proprietary fund statements.
- Requires an explanation of significant variances between budget and actual amounts to be presented in the notes to the required supplementary information.

GASB Statement No. 104, *Disclosure of Certain Capital Assets*. This accounting pronouncement will enhance capital asset disclosures by requiring governments to provide more detailed information on certain types of capital assets, such as infrastructure and intangible assets. It will also require additional disclosures for capital assets held for sale.

Restriction on Use

This information is intended solely for the use of management and City Commissioners of the City of Wauchula, Florida and is not intended to be, and should not be, used by anyone other than these specified parties.

CS+L CPAs

CS&L CPAs, P.A

ORDINANCE NO. 2026-10

AN ORDINANCE OF THE CITY OF WAUCHULA, FLORIDA; PROVIDING FOR AN AMENDMENT TO THE ZONING MAP OF THE CITY OF WAUCHULA, FLORIDA, FROM 17.3 ACRES COUNTY GENERAL COMMERCIAL (C-2) AND 17.4 ACRES COUNTY AGRICULTURE (A-1) TO 11.7 ACRES PLANNED UNIT DEVELOPMENT (PUD) AND 23.0 ACRES AGRICULTURE (AG) ON TWO PARCELS OF LAND CONTAINING APPROXIMATELY+/-34.7 ACRES LOCATED AT 0 US HIGHWAY 17 NORTH, (PARCEL NUMBERS 33-33-25-0000-08410-0000 AND 33-33-25-0000-00978-0000), AS IDENTIFIED IN EXHIBIT "A" HEREOF; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Hardee County Board of County Commissioners (the "Applicant") requests a change of zoning from 17.3 acres County General Commercial (C-2) and 17.4 acres County Agriculture (A-1) to 11.7 acres Planned Unit Development (PUD) and 23.0 acres Agriculture (AG) on two parcels of land containing approximately+/-34.7 acres located at 0 US Highway 17 North, (Parcel Numbers 33-33-25-0000-08410-0000 and 33-33-25-0000-00978-0000). and

WHEREAS, the real property which is the subject of this Ordinance constitutes less than five percent (5%) of the municipally zoned area of the City; and

WHEREAS, on June 15, 2026, in accordance with Section 163.3174, Florida Statutes, and applicable law, the City's Planning and Zoning Board, sitting as the Local Planning Agency (LPA) as designated by the City, at a duly advertised public meeting considered the Applicant's request for rezoning as set forth in this Ordinance which included, but is not limited to, testimony and argument(s) from interested and/or aggrieved parties; and

WHEREAS, on June 15, 2026, the interested and/or aggrieved parties and citizens in attendance were provided with an opportunity to be heard and present testimony to the City's Planning and Zoning Board; and

WHEREAS, on June 15, 2026, after considering all the facts and testimony presented by the City, interested and/or aggrieved parties, and citizens in attendance, the City's Planning and Zoning Board voted to recommend approval/approval with changes/denial of the Applicant's request for the rezoning as set forth in this Ordinance to the City Commission; and

WHEREAS, as a result of this Ordinance being initiated by the Applicant (not the municipality), the City Commission of the City of Wauchula held duly noticed public hearings regarding the parcel shown on Exhibit "A" in accordance with Section 166.041 (3), Florida Statutes, to provide the public an opportunity to be heard, obtain public

comment, and receive and consider all written and oral testimony presented during such public hearings, including supporting documentation; and

WHEREAS, in exercise of its authority, the City Commission of the City of Wauchula has determined it necessary to amend the Official Zoning Map to change the City zoning classifications assigned to this property.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF WAUCHULA, FLORIDA, AS FOLLOWS:

Section 1. AMENDMENT TO THE OFFICIAL ZONING MAP. the Commission of the City of Wauchula, Florida, amends its Official Zoning Map in the following specific manner:

The Official Zoning Map is amended to specifically change the zoning from 17.3 acres County General Commercial (C-2) and 17.4 acres County Agriculture (A-1) to 11.7 acres Planned Unit Development (PUD) and 23.0 acres Agriculture (AG) on two parcels of land containing approximately+/-34.7 acres located at 0 US Highway 17 North, (Parcel Numbers 33-33-25-0000-08410-0000 and 33-33-25-0000-00978-0000).

Section 2. RECITALS. The provisions set forth in the recitals to this Ordinance (whereas clauses) are hereby adopted by the Commission as the legislative findings and intent pertaining to this Ordinance.

Section 3. PLANNED UNIT DEVELOPMENT The Master Development Plan (MDP) for this Planned Development attached hereto as Exhibit "C" is approved for the portion of the total property known as the Hardee County Sheriff's Office and Jail PUD, including development requirements and additional special conditions attached hereto as Exhibit "D" and made a part hereof.

Section 4. SEVERABILITY. If any section, subsection, sentence, clause, or phrase of this Ordinance is, for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. The City of Wauchula, Florida, hereby declares that it would have passed this Ordinance, and each section, subsection, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared unconstitutional.

Section 4. CONFLICTS. All ordinances in conflict herewith are hereby repealed to the extent necessary to give this Ordinance full force and effect, provided however, that nothing herein shall be interpreted so as to repeal any existing ordinance or resolution relating to means of securing compliance with the City's Code of Ordinances and Unified Land Development Code (ULDC), unless such repeal is explicitly set forth herein.

Section 6. This Ordinance shall not be codified in the Code of Ordinances of the City of Wauchula, Florida. A certified copy of this enacting ordinance shall be located in the Office of

the City Clerk of Wauchula. The City Clerk shall also make copies available to the public for a reasonable publication charge.

Section 7. Sections of this Ordinance may be renumbered or re-lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the City Administrator or his designee, without need of public hearing, by filing a corrected or re-codified copy of same with the City Clerk.

Section 5. EFFECTIVE DATE. This ordinance shall take effect immediately upon adoption.

INTRODUCED AND PASSED on first reading in regular session of the City Commission of the City of Wauchula, the ___ day of ____, 2026.

PASSED on second and final reading by the City Commission of the City of Wauchula, Florida, at regular session this ____ day of _____, 2026.

This ordinance was moved for adoption by Commissioner _____ . The motion was seconded by Commissioner_____ , and upon being put to a vote, the vote was as follows:

Commissioner Anne Miller _____insert yes or no
Commissioner Russell Graylin Smith _____insert yes or no
Commissioner Keith Nadaskay, Jr _____insert yes or no
Commissioner Dr. Sherri Albritton _____insert yes or no
Commissioner Gary Smith _____insert yes or no

(SEAL)

ATTEST: **APPROVED:**

Stephanie Camacho, City Clerk Richard Keith Nadaskay, Jr., Mayor

APPROVED AS TO FORM AND LEGALITY:

_____
Thomas A. Cloud, City Attorney

Exhibit "A"
Ordinance No. 2026-10
LOCATION MAP AND LEGAL DESCRIPTION
Page 1 of 3

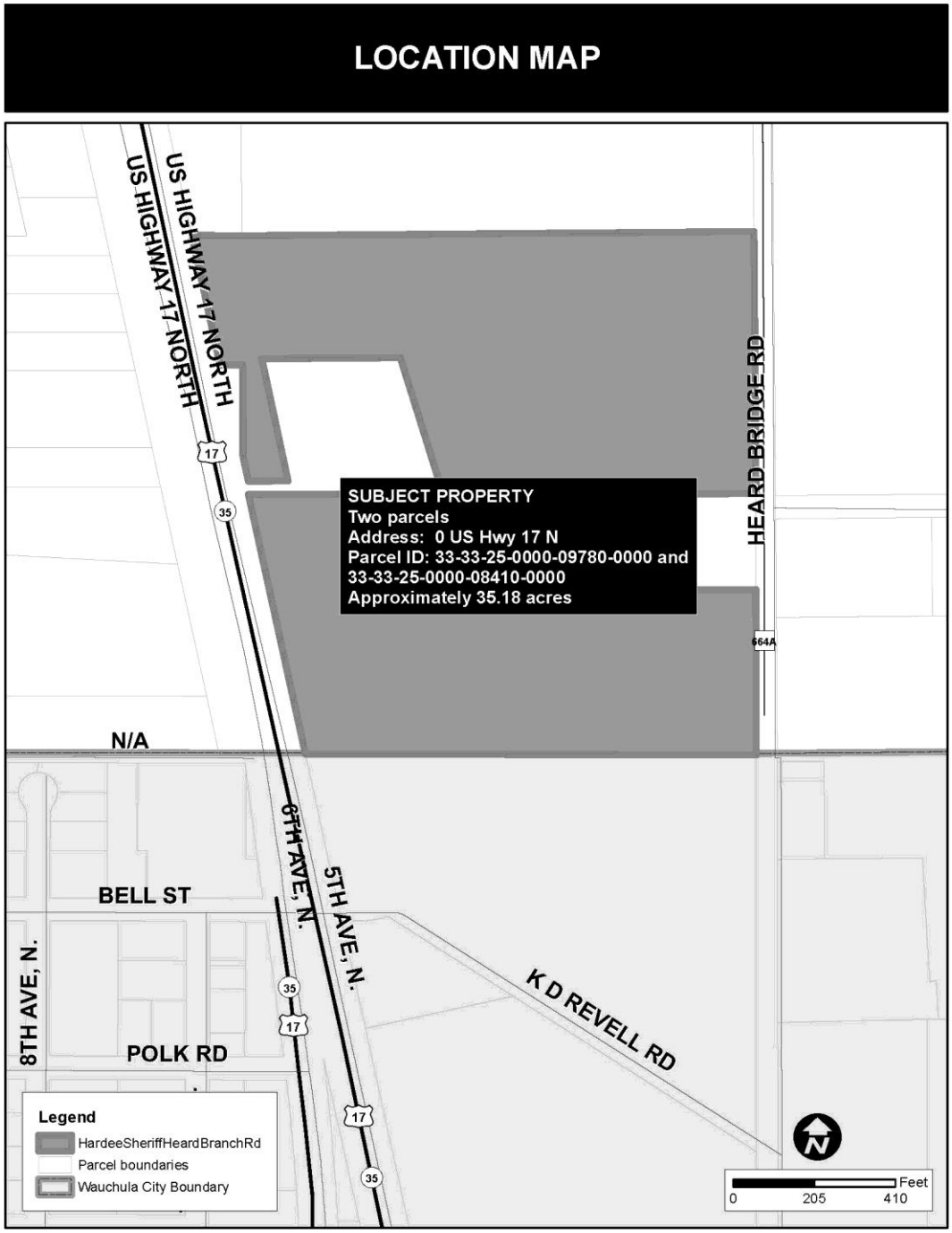


Exhibit "A"
Ordinance No. 2026-10
LOCATION MAP AND LEGAL DESCRIPTION
Page 2 of 3

Description: (As Surveyed Description)

A parcel of land being a portion of Section 33, Township 33 South, Range 25 East, Hardee County, Florida, being more particularly described as follows:

BEGIN at the Northwest corner of the Southeast 1/4 of the Southeast 1/4 of said Section 33; thence South 89°51'51" West along the North line of the Southwest 1/4 of the Southeast 1/4 of said Section 33, 116.37 feet to the intersection with the Easterly right-of-way line of State Road 35 (U.S. 17), as depicted on the Florida Department of Transportation right-of-way Map Section Number 06010-2532; thence South 12°13'13" East along said Easterly right-of-way line, 324.83 feet to the intersection with the North line of the South 247.67 feet of the Northeast 1/4 of the Southwest 1/4 of the Southeast 1/4 of said Section 33; thence North 89°32'11" East, 51.54 feet to the East line of the Northeast 1/4 of the Southwest 1/4 of the Southeast 1/4 of said Section 33; thence South 00°25'51" East along said East line, 247.86 feet to the intersection with said Easterly right-of-way line of State Road 35 (U.S. 17); thence South 12°10'44" East along said Easterly right-of-way line, 65.31 feet to the intersection with the North line of "Parcel 121" as described in Official Records book 642, pages 1234 through 1238, Public Records of Hardee County, Florida; thence North 89°52'52" East along said North Line, 100.66 feet to the Westerly line of said "Parcel 121", thence North 12°11'38" West along said Westerly line, 318.75 feet to the North line of said "Parcel 121"; thence North 89°52'22" East along said North line, 351.21 feet to the Northeast corner of said "Parcel 121"; thence South 12°11'38" East along the Easterly line of said "Parcel 121", 352.25 feet to the South line of the North 1/2 of the Southeast 1/4 of the Southeast 1/4 of said Section 33; thence South 89°52'22" West along said South line, 452.14 feet to the intersection with said Easterly right-of-way line of State Road 35 (U.S. 17); thence South 12°10'44" East along said Easterly right-of-way line, 675.89 feet to the South line of the Southeast 1/4 of the Southeast 1/4 of said Section 33; thence North 89°55'20" East along said South line, 1128.01 feet to the intersection with the West right-of-way line of Heard Bridge Road, having a 70 foot right-of-way based on the right-of-way notecard provided by Hardee County Public Works Division; thence North 00°10'43" West along said West right-of-way line, 416.87 feet to the South line the North 245.00 feet of the Southeast 1/4 of the Southeast 1/4; thence South 89°59'05" West along said South line, 149.29 feet to the West line of the East 190.00 feet of the Southeast 1/4 of the Southeast 1/4 of said Section 33; thence North 00°19'06" West along said West line, 244.64 feet to the South line of the North 1/2 of the Southeast 1/4 of the Southeast 1/4 of said Section 33; thence North 89°53'15" East along said South line, 149.89 feet to the intersection with said West right-of-way line of Heard Bridge Road; thence North 00°10'43" West along said West right-of-way line, 661.92 feet to the intersection with the North line of the Southeast 1/4 if the Southeast 1/4 of said Section 33; thence South 89°52'41" West along said North line, 1292.85 feet to the POINT OF BEGINNING.

Said parcel containing 34.69 acres more or less.

Description: (Title commitment number 2024020175)

Legal 1:

The SW 1/4 of the SE 1/4 of the SE 1/4, LESS Railroad right-of-way. AND The SE 1/4 of the SE 1/4 of the SE 1/4 LESS the North 245.00 feet of the East 190.00 feet thereof and subject to road right of way. All in Section 33, Township 33 South, Range 25 East, Hardee County, Florida.

Legal 2:

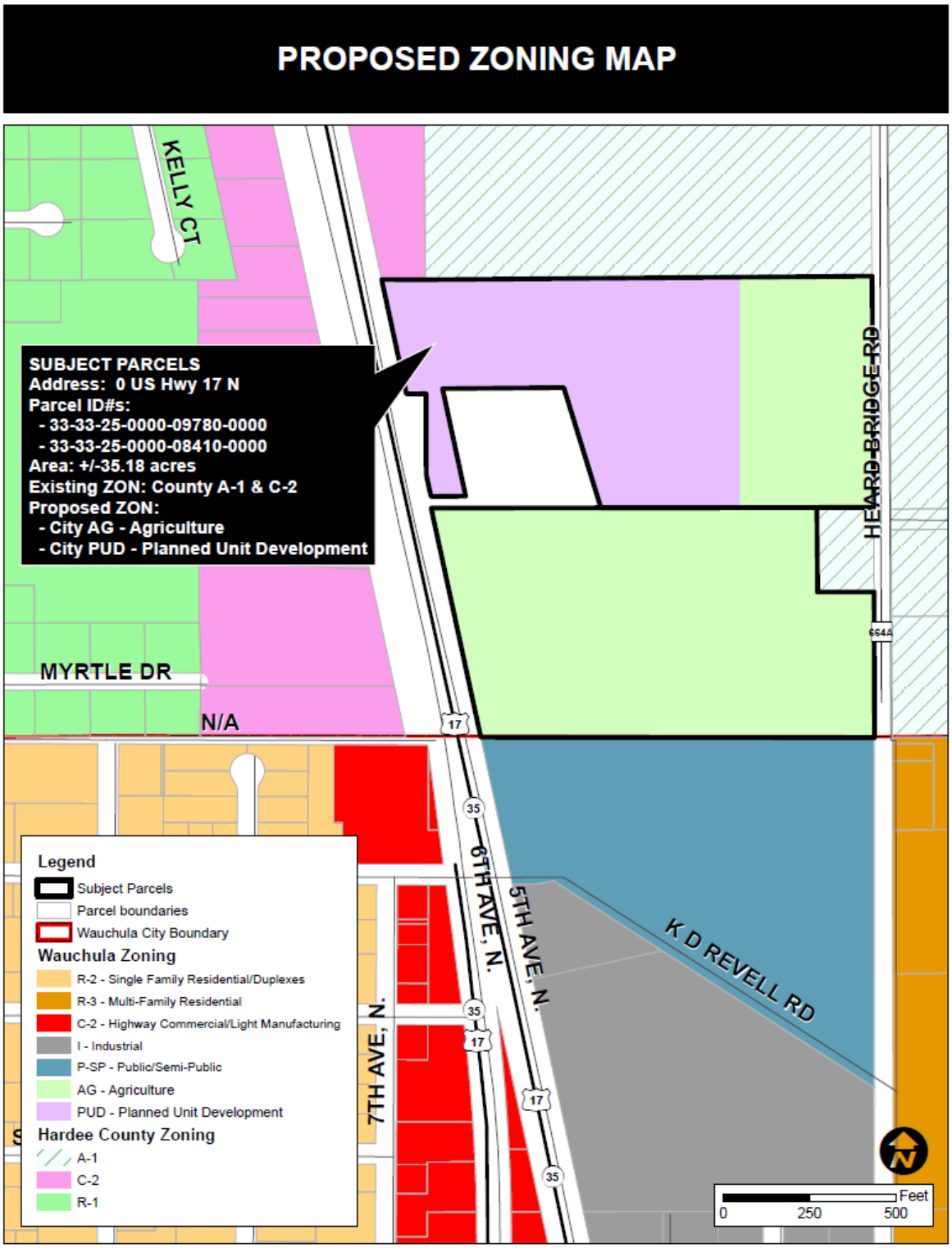
All that part of the Northeast 1/4 of the Southwest 1/4 of the Southeast 1/4 lying Easterly of U.S. Highway No. 17 right of way, and LESS Atlantic Coast Line Railroad right of way and LESS the South 247.67 feet thereof, lying in Section 33, Township 33 South, Range 25 East, Hardee County, Florida.

Exhibit "A"
Ordinance No. 2026-10
LOCATION MAP AND LEGAL DESCRIPTION
Page 3 of 3

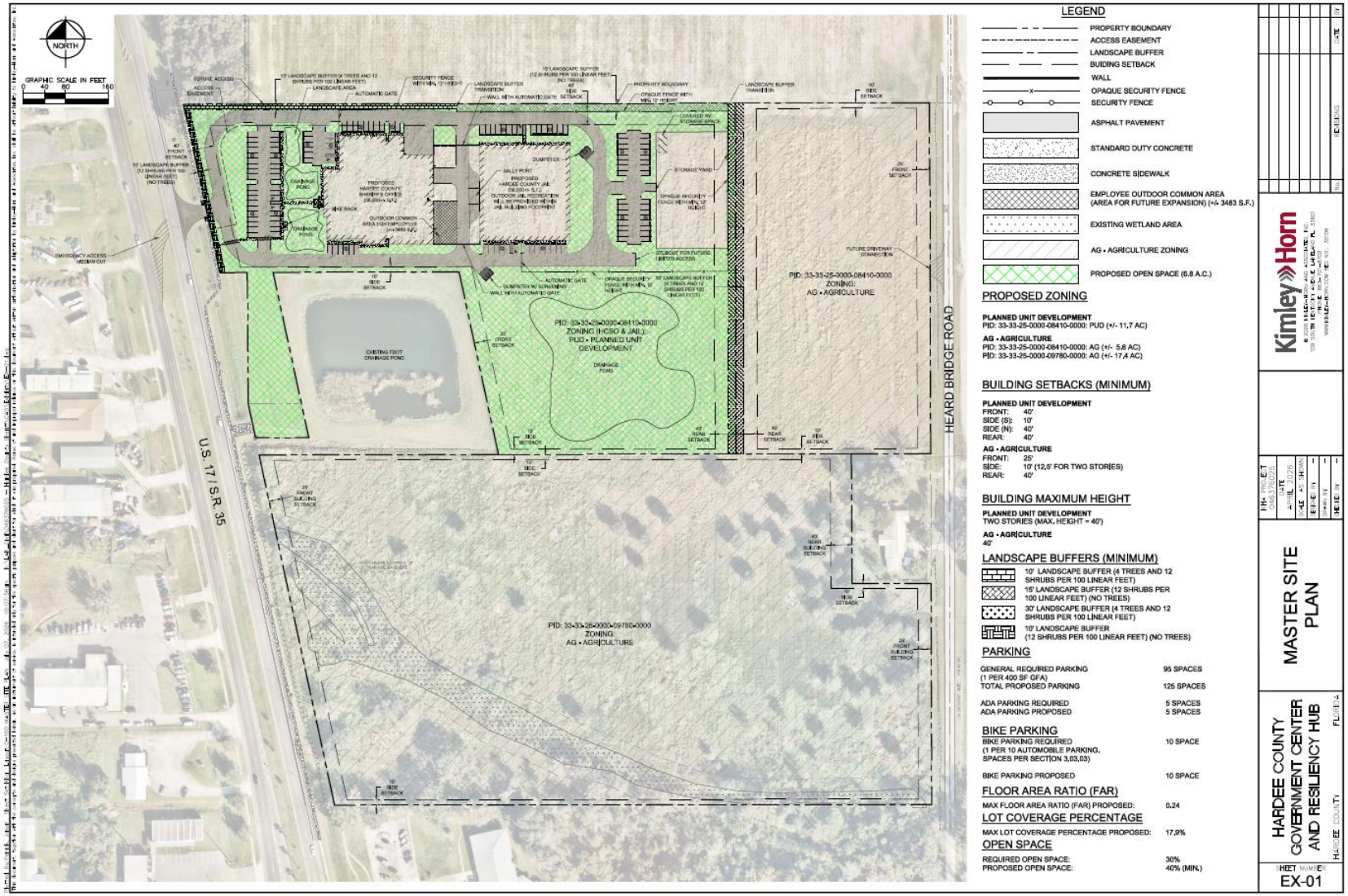
Together with:

A portion of the North 1/2 of the Southeast 1/4 of the Southeast 1/4 of Section 33, Township 33 South, Range 25 East, Hardee County, Florida, and being more particularly described as follows: Begin at the Northwest corner of the Southeast 1/4 of the Southeast 1/4 of said Section 33; thence S 00°26'27" E, a distance of 564.72 feet to a point on the Easterly right of way line of U.S. Highway No. 17; thence S 12°12'02" E along said Easterly right of way line, a distance of 65.31 feet; thence N 89°51'58" E a distance of 100.66 feet; thence North 12°12'02" W a distance of 318.75 feet; thence N 89°51'58" E a distance of 351.21 feet; thence S 12°12'02" E, a distance of 353.25 feet to a point on the South line of the North 1/2 of the Southeast 1/4 of the Southeast 1/4 of said Section 33; thence N 89°52'21" E along said South line, a distance of 851.31 feet to the Southeast corner of the North 1/2 of the Southeast 1/4 of the Southeast 1/4 of said Section 33; thence N 00°10'38" W along the East line of the Southeast 1/4 of said Section 33, a distance of 661.79 feet to the Northeast corner of the North 1/2 of the Southeast 1/4 of the Southeast 1/4 of said Section 33; thence S 89°51'20" W along the North line of the Southeast 1/4 of the Southeast 1/4 of said Section 33, distance of 1327.75 feet to the Point of Beginning. LESS AND EXCEPT road right-of-way on the East side for Heard Bridge Road.

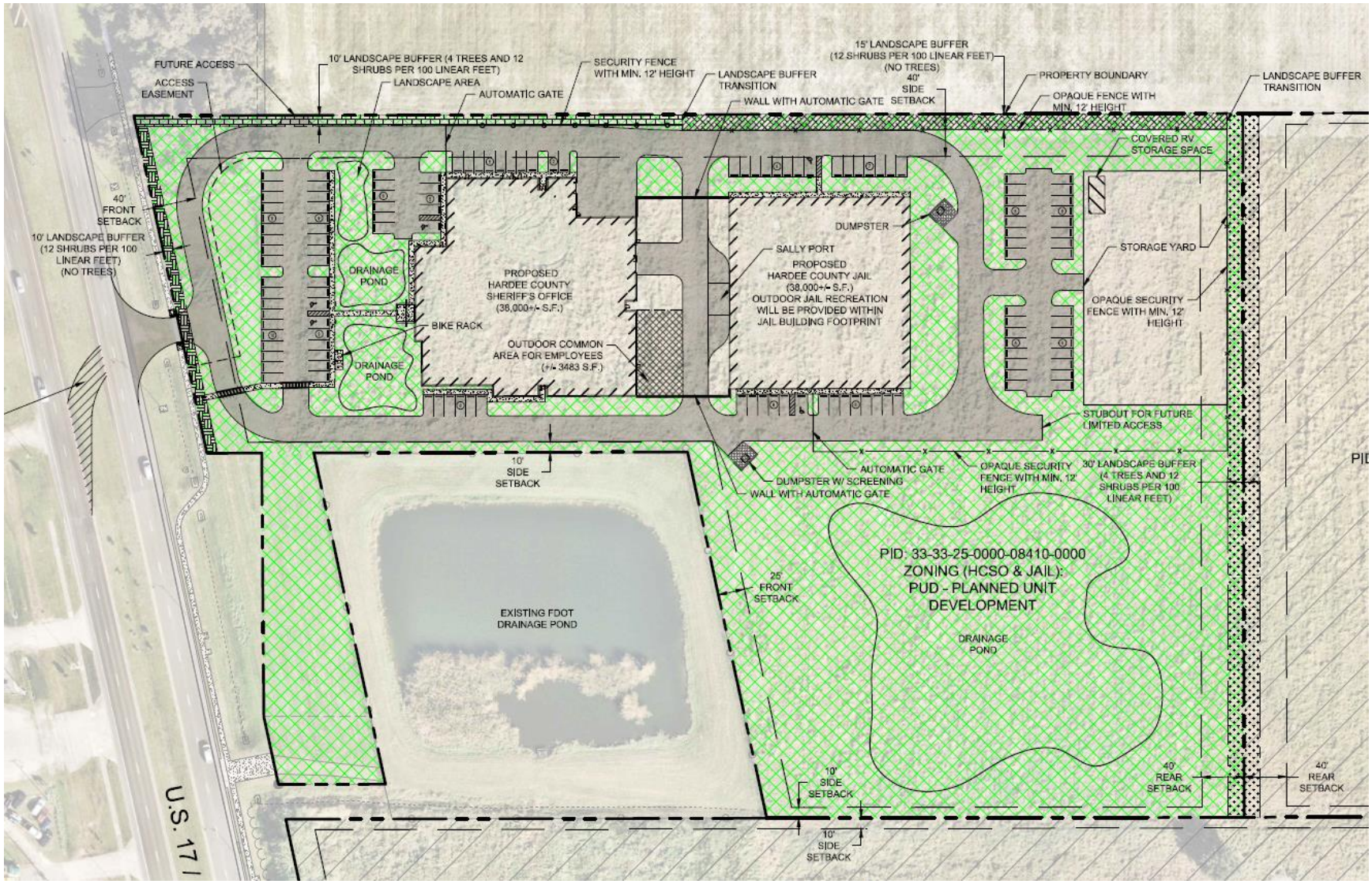
ORDINANCE 2026-10
EXHIBIT "B"
ZONING MAP



ORDINANCE 2026-10
EXHIBIT "C"
MASTER DEVELOPMENT PLAN
Page 1 of 2



ORDINANCE 2026-10
EXHIBIT "C"
MASTER DEVELOPMENT PLAN
Page 2 of 2



ORDINANCE 2026-10
EXHIBIT "D"
PUD DEVELOPMENT REQUIREMENTS AND SPECIAL CONDITIONS
Page 1 of 3

The Hardee County Resiliency Hub PUD will meet the following conditions.

1. The Planned Unit Development shall meet the following requirements as established in the Master Development Plan (Exhibit "C") and as shown below.

BUILDING SETBACKS (MINIMUM)

PLANNED UNIT DEVELOPMENT
FRONT: 40'
SIDE (S): 10'
SIDE (N): 40'
REAR: 40'

AG - AGRICULTURE
FRONT: 25'
SIDE: 10' (12.5' FOR TWO STORIES)
REAR: 40'

BUILDING MAXIMUM HEIGHT

PLANNED UNIT DEVELOPMENT
TWO STORIES (MAX. HEIGHT = 40')

AG - AGRICULTURE
40'

LANDSCAPE BUFFERS (MINIMUM)


10' LANDSCAPE BUFFER (4 TREES AND 12 SHRUBS PER 100 LINEAR FEET)


15' LANDSCAPE BUFFER (12 SHRUBS PER 100 LINEAR FEET) (NO TREES)


30' LANDSCAPE BUFFER (4 TREES AND 12 SHRUBS PER 100 LINEAR FEET)


10' LANDSCAPE BUFFER (12 SHRUBS PER 100 LINEAR FEET) (NO TREES)

PARKING

GENERAL REQUIRED PARKING (1 PER 400 SF GFA)	95 SPACES
TOTAL PROPOSED PARKING	125 SPACES
ADA PARKING REQUIRED	5 SPACES
ADA PARKING PROPOSED	5 SPACES

BIKE PARKING

BIKE PARKING REQUIRED (1 PER 10 AUTOMOBILE PARKING. SPACES PER SECTION 3.03.03)	10 SPACE
BIKE PARKING PROPOSED	10 SPACE

FLOOR AREA RATIO (FAR)

MAX FLOOR AREA RATION (FAR) PROPOSED:	0.24

LOT COVERAGE PERCENTAGE

MAX LOT COVERAGE PERCENTAGE PROPOSED:	17.9%

OPEN SPACE

REQUIRED OPEN SPACE:	30%
PROPOSED OPEN SPACE:	40% (MIN.)

ORDINANCE 2026-10
EXHIBIT "D"
PUD DEVELOPMENT REQUIREMENTS AND SPECIAL CONDITIONS
Page 2 of 3

2. The maximum building height of 40 feet shall not apply to accessory vertical elements, including but not limited to observation decks and similar structures.

3. The +/- 3,438 sf area depicted on the Master Development Plan as the employee outdoor common area may be utilized for future expansion of the Hardee County Sheriff's Office, provided such development remains within the designated common area. Future expansion within this area shall be permitted without a PUD amendment, subject to compliance with all applicable development standards as noted on the site plan.

4. The 50 percent common recreational space requirement per Section 2.02.02.15(F)(4) shall not be provided, as such space is not compatible with or necessary for the correctional facility use.

5. If connected to the area in the PUD, the future driveway connection in the Agricultural Zoned area adjacent to Heard Bridge Road shall be limited to emergency access only. In the event the drive aisle is extended to connect the PUD to Heard Bridge Road, such modification shall constitute a PUD amendment and shall require formal review and approval in accordance with the applicable procedures.

6. Landscaping and Buffering. The following conditions are illustrated on the Master Development Plan.

    a. US 17 Boundary: In consideration of the operational characteristics of the government and correctional facility use and the internal landscaping and drainage pond features, the PUD conditions amend the landscaping requirements along the property boundary fronting U.S. 17, pursuant to Sections 2.02.02.15(I) and 3.07.07.05(A), are to preserve visibility. The boundary fronting U.S. 17 shall provide a 10-foot landscape buffer and 12 shrubs per 100 linear feet.

    b. Northern Property Boundary: From the western property boundary to Landscape Buffer Transition (prior to the gate for the Sally Port), a 10-foot wide landscape buffer with 4 trees and 12 shrubs per 100 linear feet shall be provided. From the Landscape Transition Buffer (prior to the gate for the Sally Port) to the eastern boundary of the property, a 15-foot wide landscape buffer opaque fence and 12 shrubs per 100 feet and no trees shall be provided. Trees are not provided in this buffer for security reasons related to the jail.

EXHIBIT "D"
PUD DEVELOPMENT REQUIREMENTS AND SPECIAL CONDITIONS
Page 3 of 3

c. Eastern PUD Boundary. The eastern PUD boundary shall include a 30-foot-wide landscape buffer centered on the PUD boundary line, extending 15 feet on either side, with an opaque fence and a minimum of 4 trees and 12 shrubs per 100 linear feet.

7. A 12-foot to 20-foot tall (including razon wire related to the jail) opaque fence shall be provided as illustrated on the Master Development Plan. When placed with landscape buffers, the fence shall be located inside all landscape buffers. The design, location, and configuration of the automatic security fence is subject to modification and shall be finalized at the time of site and development.

8. Internal traffic circulation located behind the automatic security fence may be modified and shall be finalized at the time of site and development, subject to review by the Sheriff and the Development Director. Modifications to internal circulation within the secured area shall not be considered a PUD amendment, as such adjustments do not alter external traffic patterns or trip generation.

9. The location of the dumpster, situated behind the automatic security fence, shall be configured in accordance with the final internal circulation layout.

10. Prior to site and development, the Applicant shall coordinate with the City to ensure the proposed Hardee County Sheriff's Office and Hardee County Jail building designs are consistent, to the extent practicable, with the intent and applicable provisions of Section 2.06.00. Alternative façade materials and design standards may be considered recognizing the operational requirements and security limitations associated with the correctional facility use.

11. A formal analysis of traffic impacts will be required prior to development, with a methodology to be agreed upon between the applicant, City, and other applicable review agencies.

12. Lighting will be minimized to the greatest extent possible to limit impacts on surround properties based upon a photometric study.

CITY OF WAUCHULA
ZONING AMENDMENT
STAFF REPORT & PROPOSED AMENDMENTS

TO: City of Wauchula City Commission

PREPARED BY: Central Florida Regional Planning Council

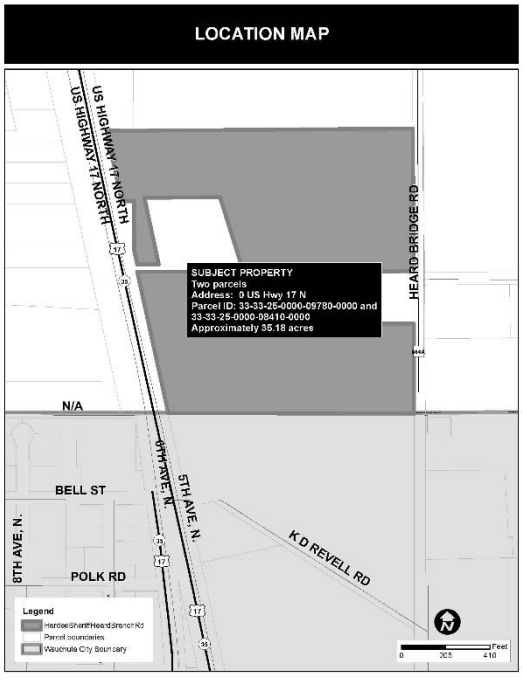
AGENDA DATE: July 13, 2026

REQUESTED ACTION: **AN APPLICANT-INITIATED ZONING MAP AMENDMENT – East of US Highway 17, west of Heard Bridge Road, north of Bell Street, and south of Tropicana Street (parcel numbers 33-33-25-0000-09780-0000 and 33-33-25-0000-08410-0000).**

Ordinance 2026-10: An applicant-initiated request to amend the **Zoning Map** from 17.3 acres County General Commercial (C-2) and 17.4 acres County Agriculture (A-1) to 11.7 acres Planned Unit Development (PUD) and 23.0 acres Agriculture (AG) on approximately 35.18 acres located East of US Highway 17, west of Heard Bridge Road, north of Bell Street, and south of Tropicana Street (parcel numbers 33-33-25-0000-09780-0000 and 33-33-25-0000-08410-0000).

PLANNING AND ZONING BOARD MOTION:

At the June 15, 2026 meeting, the Planning and Zoning Board voted to recommend approval of the proposed rezoning.



MOTION OPTIONS:

Rezoning Amendment *Motion Options:*

1. I move **approval of Ordinance 2026-10** on second reading.
2. I move **approval of Ordinance 2026-10 with changes** on second reading.
3. I move c**ontinuation to a date and time certain**.

BACKGROUND:

The Hardee County Board of County Commissioners (applicant) is requesting the assignment of a City of Wauchula Zoning designation on a 35.18-acre property (two parcels) that was recently annexed into the City. They are requesting a Zoning District of Planned Unit Development (PUD) and Agriculture (AG) to facilitate the development of a new Hardee County Sheriff's Office Administration building and jail.

ZONING REQUEST

The applicant is requesting a Zoning Map amendment from 17.3 acres of County General Commercial (C-2) and 17.4 acres of County Agriculture (A-1) to 11.7 acres City Planned Unit Development (PUD) and 23.0 acres Agriculture (AG).

EXISTING ZONING

Hardee County Land Development Code, Section 3.04.01 – Agriculture (A-1):

he primary purpose of this zoning district is to provide areas in Hardee County for the primary practice of unlimited agriculture, very low density residential, low intensity commercial services, industrial, public and community services, and recreation and open space land uses. Recreation uses are consistent and compatible with the Agriculture (A-1) district, when the primary function is public or private, not-for-profit recreation.

Hardee County Land Development Code, Section 3.04.10 – General Commercial (C-2):

The primary purpose of this zoning district is to provide areas in Hardee County for the establishment of major commercial centers serving the needs of the community and the region. Other land uses encouraged in the district include: professional offices, limited medium density residential, light industrial, public and community services and recreation facilities land uses.

PROPOSED ZONING

City of Wauchula Code of Ordinances, Sec 26-144 – Planned Unit Development:

The planned development ("PD") district is designed to allow an applicant to submit a developmental proposal for consideration, and to allow the city council to approve any proposal which it determines to be in the best interest of the public, along with any conditions, requirements or limitations thereon which the council deems advisable. PD districts are intended to:(1)Promote more efficient and economic uses of land;(2)Provide opportunities for design innovations by individual planned developments which are not provided for or allowed in other zoning districts;(3)Encourage flexibility in design and permit planned integration of multiple uses and structures;(4)Encourage uses of land which reduce transportation impacts;(5)Provide for more usable and suitably located recreational facilities, open spaces and scenic areas, either commonly owned or publicly owned, than would otherwise be provided under conventional land development procedures;(6)Lower development and building costs by permitting smaller lots, networks of utilities, and streets and the use of more economical building types and shared facilities; and(7)Accomplish more desirable living and

working environments than would be possible through the strict application of the minimum requirements of the city's other zoning and subdivision regulations..

PROPERTY INFORMATION

The request includes two parcels totaling approximately 35.18 acres. The property has a Future Land Use designation of County Town Center and zoning designations of County General Commercial (C-2) and County Agriculture (A-1). The property owner is requesting the City assign a Zoning District of Planned Unit Development (PUD) on 11.7 acres and Agriculture (AG) on 23.0 acres to facilitate the development of a new Hardee County Sheriff's Office Administration building and jail in the PUD portion of the property.



Property 0 US Hwy 17 N (Google Maps March 2025)

COMPREHENSIVE PLAN COMPATIBILITY AND ZONING COMPATIBILITY:

Table 1 includes the density/intensity for the amendment to the Future Land Use Map request.

Table 1:
Analysis of Impacts from Proposed Zoning Map Amendment

	Existing Zoning: Hardee C-2 (17.3 acres) and Hardee A-1 (11.7 acres)	**Proposed FLU: City PUD (11.7 acres) and City AG (23.0 acres)**
Density/Intensity	Hardee C-2: 2.0 FAR Hardee A-1*: 1.0 DU/5ac	City PUD: 0.24 FAR City AG*: 1.0 DU/2 ac
Density Potential	1,507,176 sf non-residential and 2 DU	122,316 sf non-residential and 11 DU

Difference	Decrease of 1,384,860 sf non-residential and increase of 9 dwelling units

*Calculations for Agriculture do not include all uses allowed under Agricultural zoning

The proposed Zoning is consistent with the Future Land Use. The proposed zoning provides consistency with the surrounding area based on the Future Land Uses and zoning on nearby properties, setbacks, and buffering. More information is available in the Land Use Analysis located below.

Land Use Analysis:

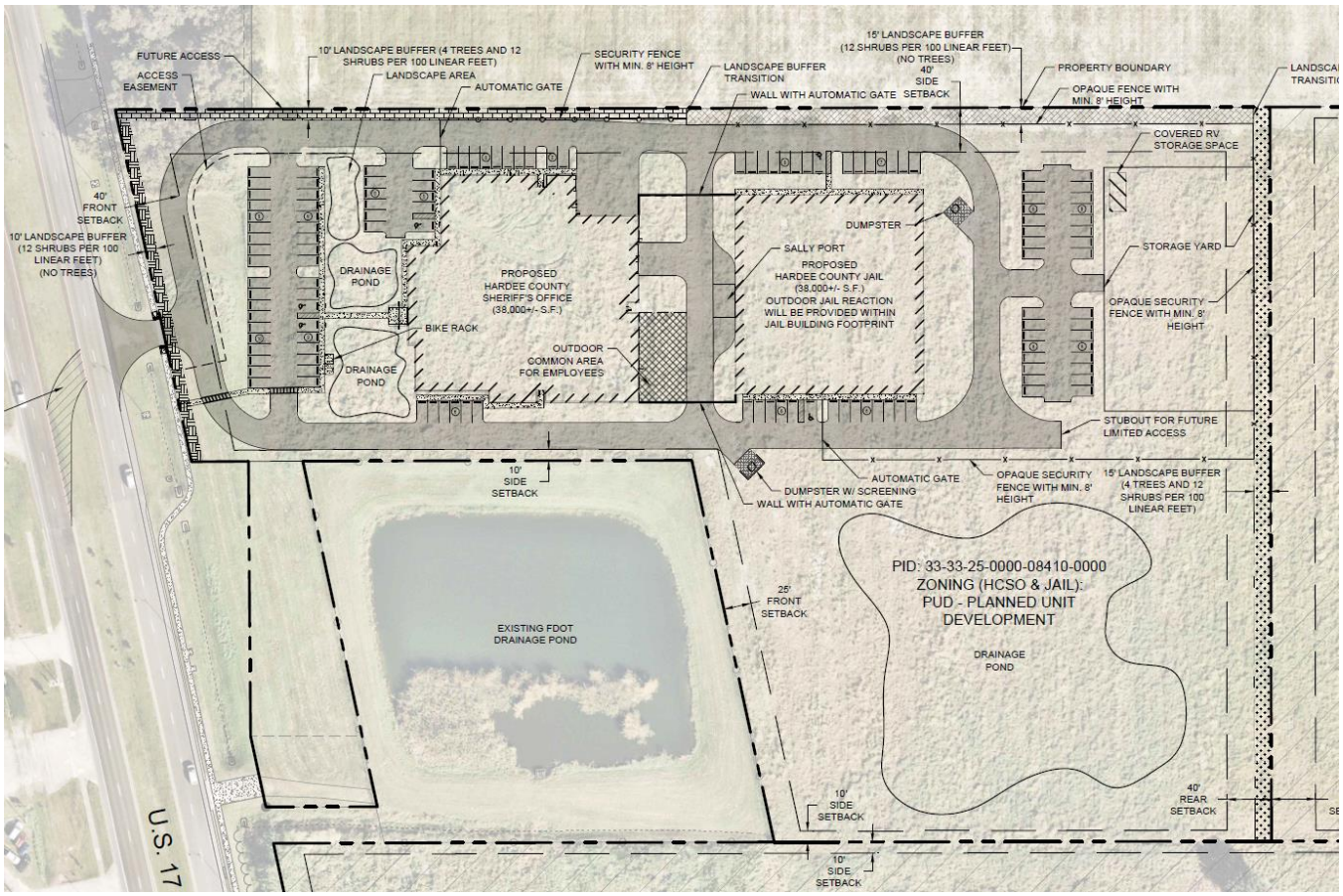
The Land Use Matrix below outlines the existing and proposed Future Land Use and zoning of the subject portion of the property, the existing Future Land Use and zoning of adjacent properties, and the existing land use of the subject and adjacent properties. The property to the south is in Wauchula and the property to the north, east, and west are in unincorporated Hardee County.

Land Use Matrix

Northwest	North	Northeast
FLU: County TC **ZONING**: County C-2 **EXISTING USE:** Commercial	**FLU:** County TC **ZONING**: County C-2 and County A-1 **EXISTING USE:** Agriculture	**FLU:** County TC **ZONING**: County A1 **EXISTING USE:** Agriculture
West	**Subject Property**	**East**
FLU: County TC **ZONING**: County C-2 **EXISTING USE:** Commercial	**EXISTING FLU:** PSP **ZONING:** County C-2 and County A-1 **PROPOSED ZONING:** PUD and AG **EXISTING USE:** Agriculture	**FLU:** County TC **ZONING:** County A-1 **EXISTING USE:** Residential and Agriculture
Southwest	**South**	**Southeast**
FLU: COM **ZONING**: C-1 **EXISTING USE:** Commercial	**FLU:** PSP **ZONING**: PSP **EXISTING USE:** Public	**FLU:** LDR **ZONING:** R-3 **EXISTING USE:** Residential

Zoning Amendment – PUD Residential

This Planned unit Development would permit the development of the Hardee County Sheriff's Office and jail facility. The PUD area would include the structures as shown on the Master Development Plan. To accommodate the potential future expansion of the Sheriff's Office (as shown on the Master Development Plan) and future needs of the site for accessory structures, the floor area ration is set at 0.24. The internal road network would be private. As shown on the Master Development Plan, the site includes fencing and buffering. The proposed conditions provide requirements for lighting and other measures to provide compatibility with adjacent properties.



PROPOSED PUD DEVELOPMENT REQUIREMENTS AND SPECIAL CONDITIONS

The Hardee County Resiliency Hub PUD will meet the following conditions.

1. The Planned Unit Development shall meet the following requirements as established in the Master Development Plan (Exhibit "C") and as shown below.

BUILDING SETBACKS (MINIMUM)

PLANNED UNIT DEVELOPMENT
FRONT: 40'
SIDE (S): 10'
SIDE (N): 40'
REAR: 40'

AG - AGRICULTURE
FRONT: 25'
SIDE: 10' (12.5' FOR TWO STORIES)
REAR: 40'

BUILDING MAXIMUM HEIGHT

PLANNED UNIT DEVELOPMENT
TWO STORIES (MAX. HEIGHT = 40')

AG - AGRICULTURE
40'

LANDSCAPE BUFFERS (MINIMUM)


10' LANDSCAPE BUFFER (4 TREES AND 12 SHRUBS PER 100 LINEAR FEET)


15' LANDSCAPE BUFFER (12 SHRUBS PER 100 LINEAR FEET) (NO TREES)


15' LANDSCAPE BUFFER (4 TREES AND 12 SHRUBS PER 100 LINEAR FEET)


10' LANDSCAPE BUFFER (12 SHRUBS PER 100 LINEAR FEET) (NO TREES)

PARKING

GENERAL REQUIRED PARKING (1 PER 400 SF GFA)	95 SPACES
TOTAL PROPOSED PARKING	125 SPACES
ADA PARKING REQUIRED	5 SPACES
ADA PARKING PROPOSED	5 SPACES

BIKE PARKING

BIKE PARKING REQUIRED (1 PER 10 AUTOMOBILE PARKING. SPACES PER SECTION 3.03.03)	10 SPACE
BIKE PARKING PROPOSED	10 SPACE

FLOOR AREA RATIO (FAR)

MAX FLOOR AREA RATION (FAR) PROPOSED: 0.24

LOT COVERAGE PERCENTAGE

MAX LOT COVERAGE PERCENTAGE PROPOSED: 17.9%

OPEN SPACE

REQUIRED OPEN SPACE:	30%
PROPOSED OPEN SPACE:	50.4%

2. The maximum building height of 40 feet shall not apply to accessory vertical elements, including but not limited to observation decks and similar structures.

3. The +/-3,438 sf area depicted on the Master Development Plan as the employee outdoor common area may be utilized for future expansion of the Hardee County Sheriff's Office, provided such development remains within the designated common area. Future expansion within this area shall be permitted without a PUD amendment, subject to compliance with all applicable development standards as noted on the site plan.

4. The 50 percent common recreational space requirement per Section 2.02.02.15(F)(4) shall not be provided, as such space is not compatible with or necessary for the correctional facility use.

5. If connected to the area in the PUD, the future driveway connection in the Agricultural Zoned area adjacent to Heard Bridge Road shall be limited to emergency access only. In the event the drive aisle is extended to connect the PUD to Heard Bridge Road, such modification shall constitute a PUD amendment and shall require formal review and approval in accordance with the applicable procedures.

6. Landscaping and Buffering. The following conditions are illustrated on the Master Development Plan.

   a. US 17 Boundary: In consideration of the operational characteristics of the government and correctional facility use and the internal landscaping and drainage pond features, the PUD conditions amend the landscaping requirements along the property boundary fronting U.S. 17, pursuant to Sections 2.02.02.15(I) and 3.07.07.05(A), are to preserve visibility. The boundary fronting U.S. 17 shall provide a 10-foot landscape buffer and 12 shrubs per 100 linear feet.

   b. Northern Property Boundary: From the western property boundary to Landscape Buffer Transition (prior to the gate for the Sally Port), a 10-foot wide landscape buffer with 4 trees and 12 shrubs per 100 linear feet shall be provided. From the Landscape Transition Buffer (prior to the gate for the Sally Port) to the eastern boundary of the property, a 15-foot wide landscape buffer opaque fence and 12 shrubs per 100 feet and no trees shall be provided. Trees are not provided in this buffer for security reasons related to the jail.

   c. Eastern PUD Boundary. The eastern PUD boundary shall include a 30-foot-wide landscape buffer centered on the PUD boundary line, extending 15 feet on either side, with an opaque fence and a minimum of 4 trees and 12 shrubs per 100 linear feet.

7. A 12-foot to 20-foot tall (including razon wire related to the jail) opaque fence shall be provided as illustrated on the Master Development Plan. When placed with landscape buffers, the fence shall be located inside all landscape buffers. The design, location, and configuration of the automatic security fence is subject to modification and shall be finalized at the time of site and development.

8. Internal traffic circulation located behind the automatic security fence may be modified and shall be finalized at the time of site and development, subject to review by the Sheriff and the Development Director. Modifications to internal circulation within the secured area shall not be considered a PUD amendment, as such adjustments do not alter external traffic patterns or trip generation.

9. The location of the dumpster, situated behind the automatic security fence, shall be configured in accordance with the final internal circulation layout.

10. Prior to site and development, the Applicant shall coordinate with the City to ensure the proposed Hardee County Sheriff's Office and Hardee County Jail building designs are consistent, to the extent practicable, with the intent and applicable provisions of Section 2.06.00. Alternative façade materials and design standards may be considered recognizing the operational requirements and security limitations associated with the correctional facility use.

11. A formal analysis of traffic impacts will be required prior to development, with a methodology to be agreed upon between the applicant, City, and other applicable review agencies.

12. Lighting will be minimized to the greatest extent possible to limit impacts on surround properties based upon a photometric study.

Public Facilities and Services Analysis:

Potable Water

The City will provide potable water to the site. Water lines are located adjacent to the property. The owner/developer will be responsible for the cost of any improvements related to the development of the subject property.

Sanitary Sewer

The City will provide sanitary sewer for the site. Sanitary sewer lines are located adjacent to the property. The owner/developer will be responsible for the cost of any improvements related to the development of the subject property.

Transportation/Traffic:

The site is bordered by US 17 on the west and Heard Branch Road on the east. US 17 is a state-maintained road and Heard Branch Road adjacent to the property is county-maintained. As the project moves forward to rezoning and site plan review, the applicant would have to coordinate with the FDOT and the County regarding access permits and impacts to the system.

A traffic study that considers all proposed land uses was submitted as part of the proposed amendment. A preliminary review indicates that there is sufficient capacity on the surrounding road network to accommodate the development.

A formal analysis of traffic impacts will be required prior to development, with a methodology to be agreed upon between the applicant, City, and other applicable review agencies. Such an analysis will provide specific roadway and operational improvements required for the development to be built, as well as the applicant's contribution toward such improvements.

Emergency Services

Emergency services facilities are all in close proximity to the subject property. Police, fire, and Hospital are located within a 5-mile radius.

Schools

The proposed Planned Unit Development does not include any residential development. The proposed Agricultural Zoning would permit residential development. Any proposed residential development would have to demonstrate compliance with school capacity requirements.

Recreation/Open Space:

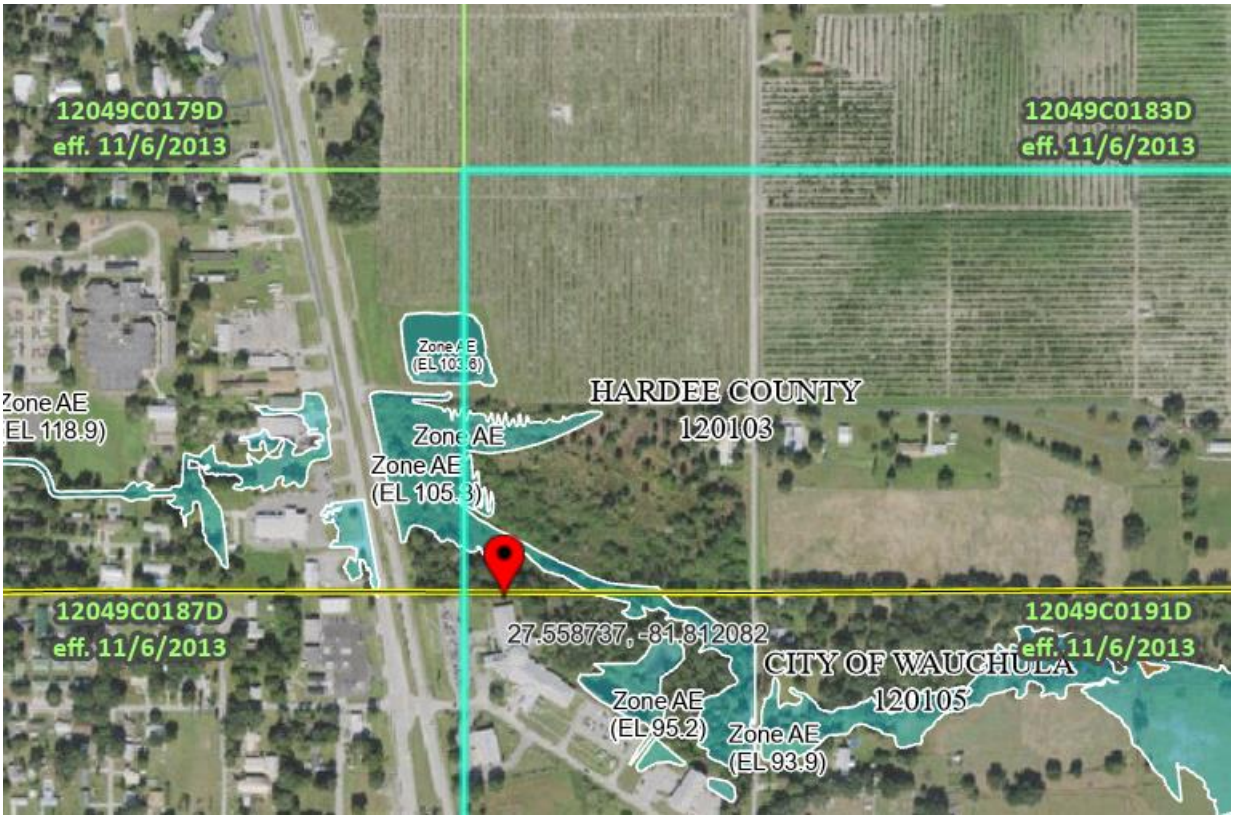
Consistent with the Land Development Code, the proposed Planned Unit Development is required to provide a minimum of 30 percent recreation and open space, 50 percent of which should be common recreational space. The Master Development Plan includes the required open space. The applicant is requesting a condition for the PUD related to the common recreational space due to the use of the property as a jail and sheriff's office.

> The 50 percent common recreational space requirement per Section 2.02.02.15(F)(4) shall not be provided, as such space is not compatible with or necessary for the correctional facility use.

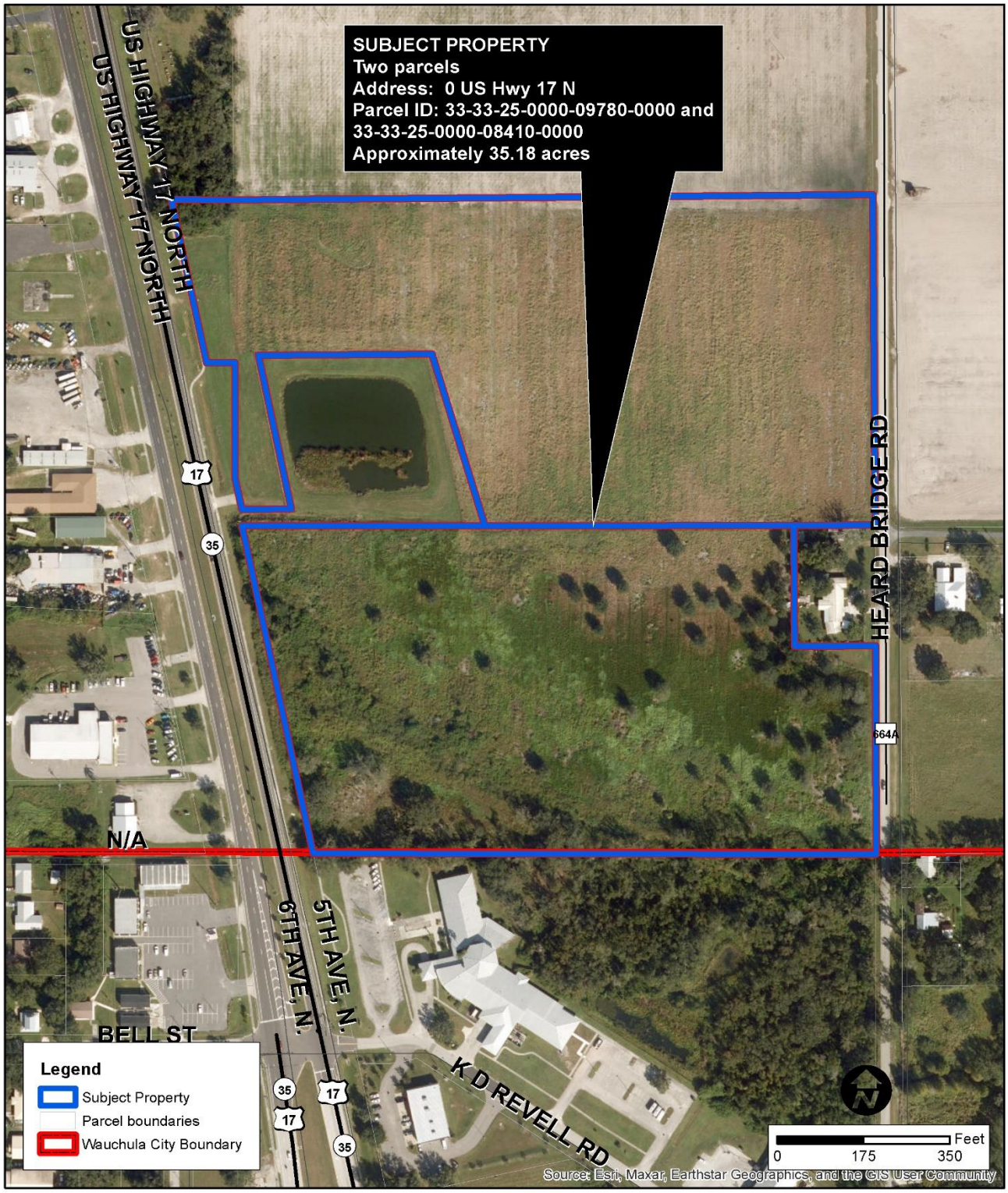
The portion of the property to be zoned Agriculture would have to meet recreation and open spaces at time of development.

Environmental

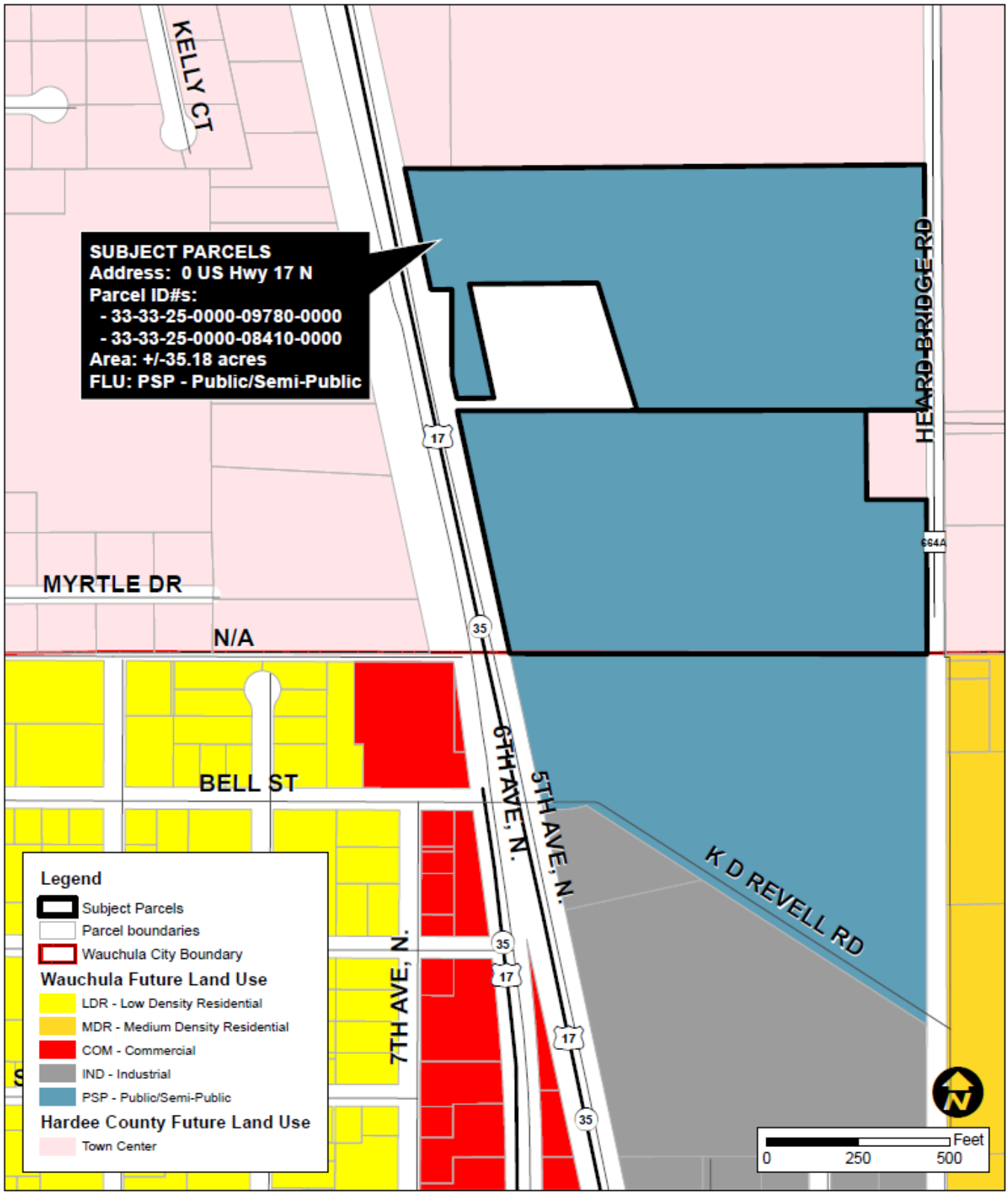
According to the FEMA FIRM maps (see snipit below), portions of the site are located in a FEMA Flood Zone AE. Development of the site will have to meet the requirements of Section 5.01.00 of the Land Development Code.



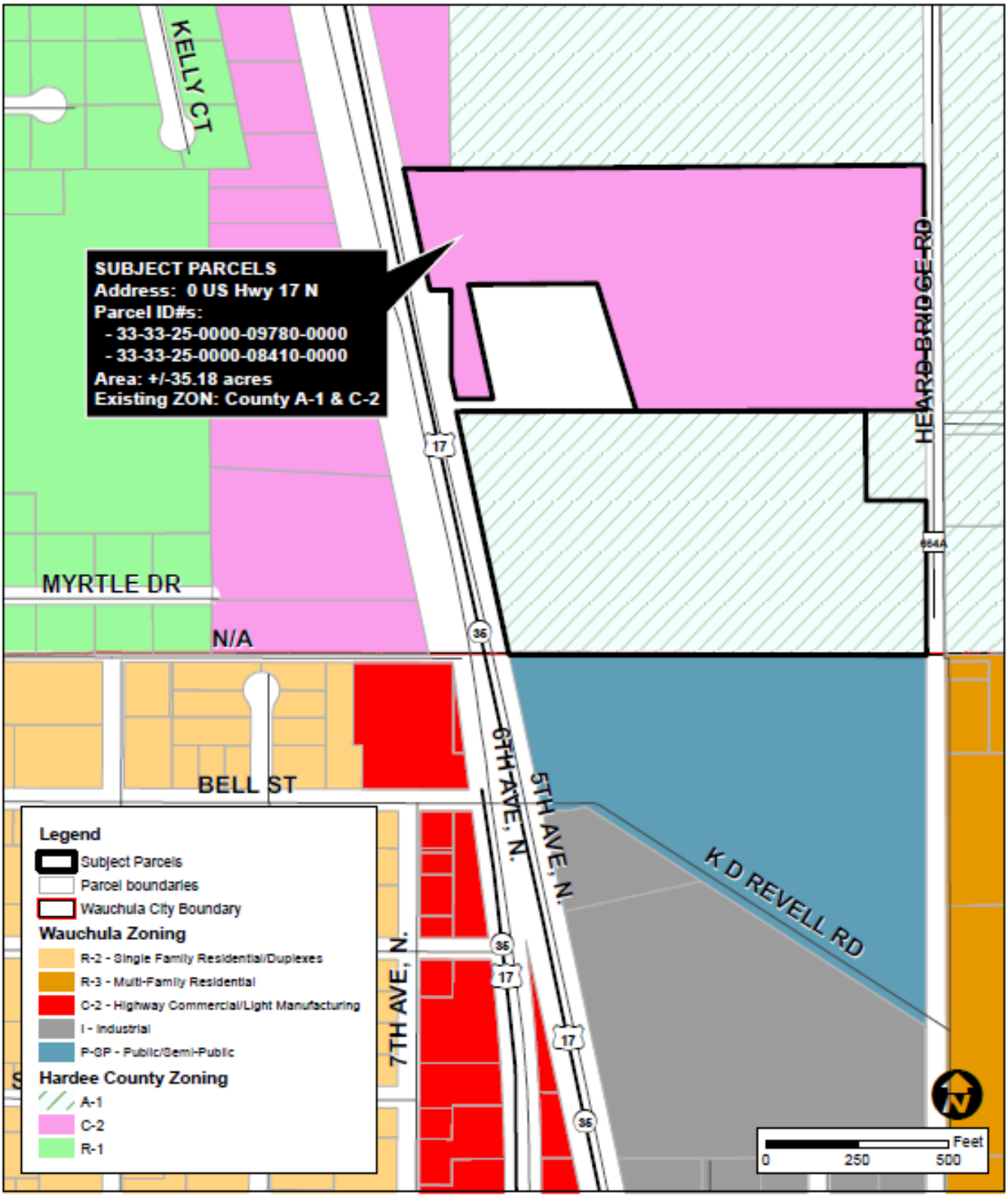
AERIAL MAP EXISTING



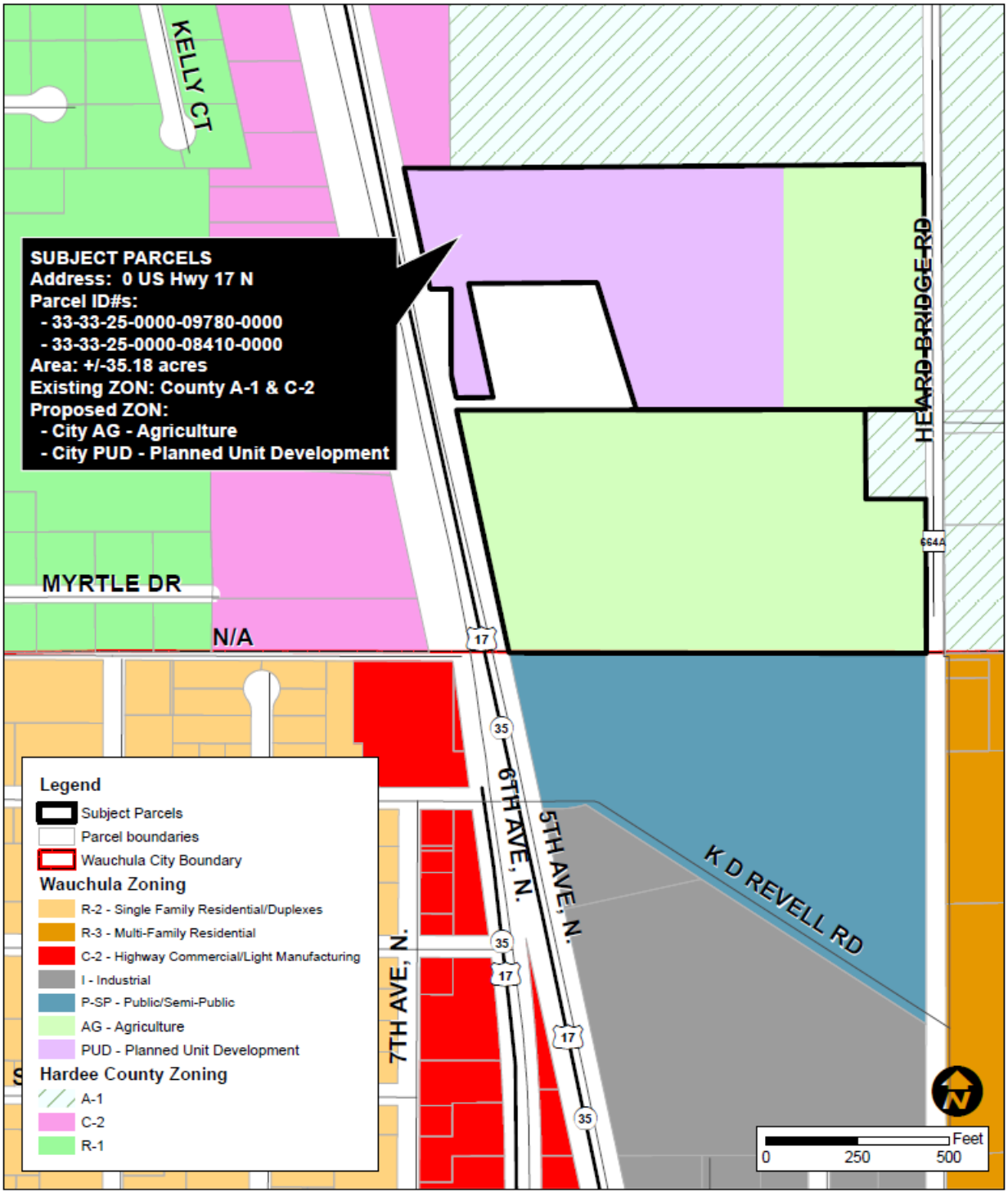
FUTURE LAND USE MAP



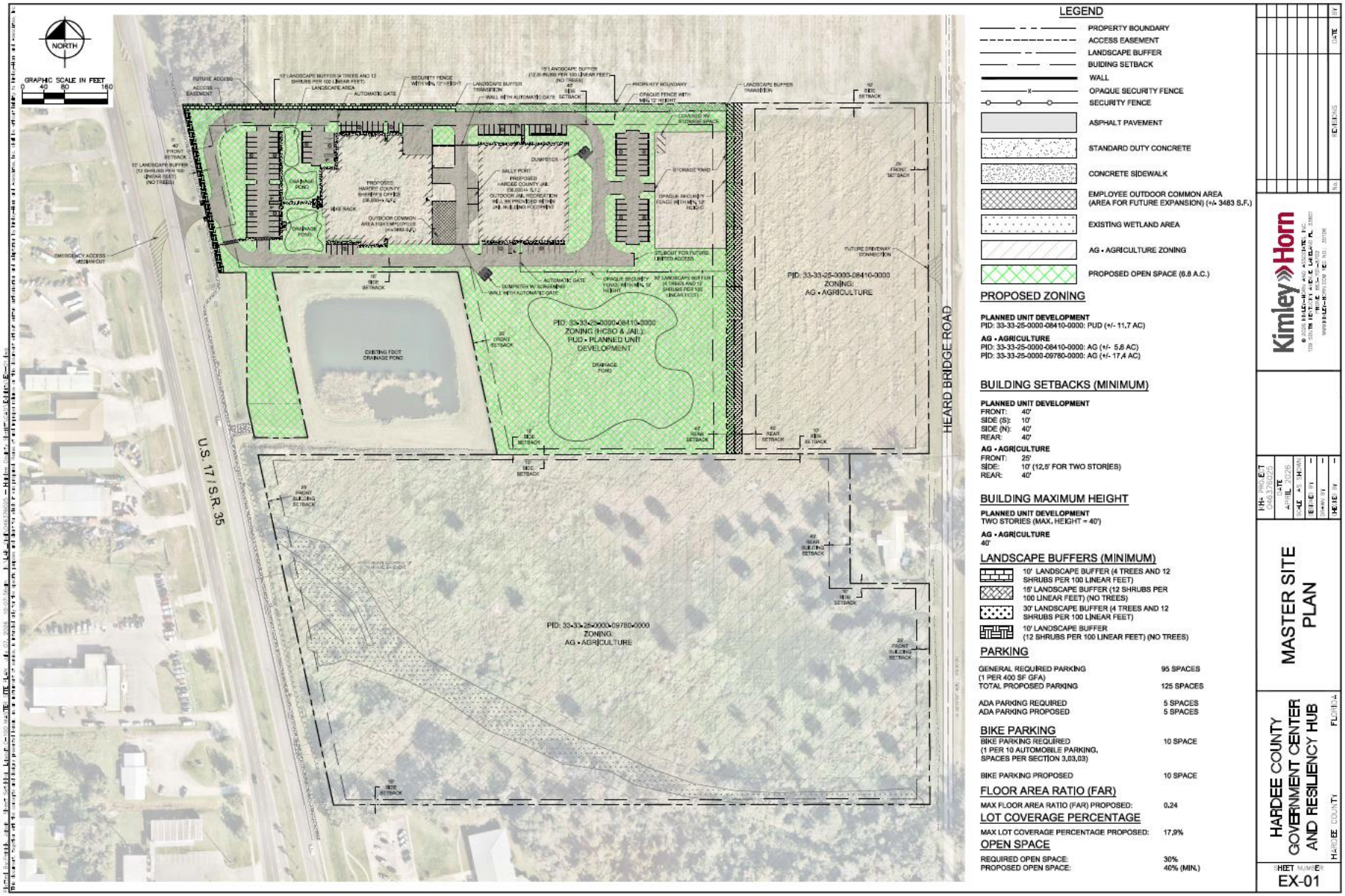
EXISTING ZONING MAP



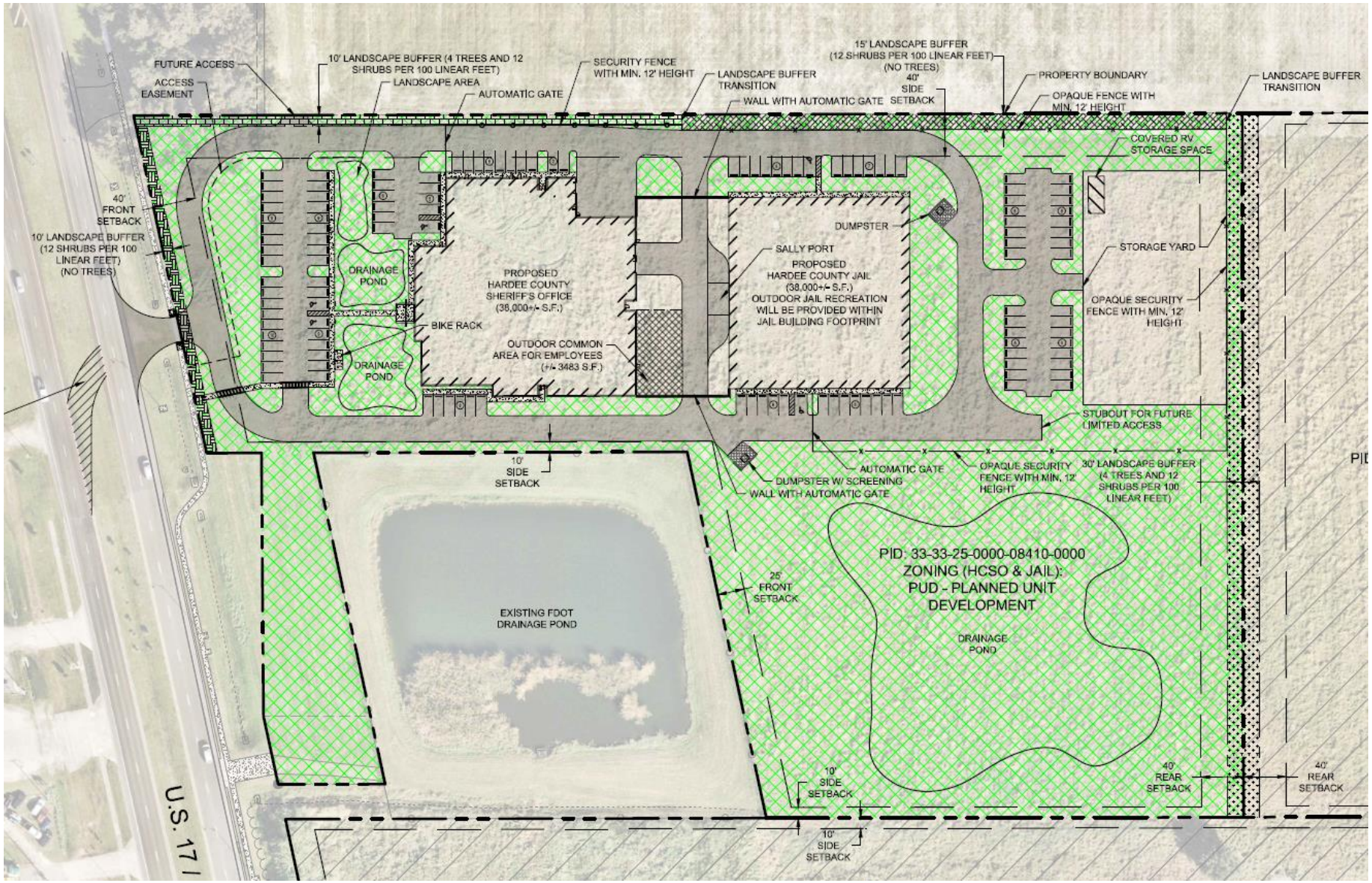
PROPOSED ZONING MAP



PROPOSED MASTER DEVELOPMENT PLAN



PROPOSED MASTER DEVELOPMENT PLAN – ZOOM



The June PCA should be $0.015, an increase from the prior month. The tax-exempt portion should be $0.025, a decrease from the prior month.

Wauchula Police Department
Policy and Procedures
SOP 1-17a Retirement Firearms

Effective:	04/10/2026
Rescinds:	All Previous Editions
Distribution:	All Sworn Personnel
Review Responsibility:	Chief of Police
Accreditation Standards:	None
Approved by Chief of Police:	Ronald J. Curtis, Jr.

Contents:

1. Definitions
2. Procedures
3. Documentation
4. Identification

Policy: Pursuant to section 112.193, Florida Statutes, the City of Wauchula Police Department may present to each law enforcement officer who retires under the City's retirement system, including medical disability retirement, or who is eligible to retire under such system but, instead, resigns from the Wauchula Police Department to accept an elected public office, in addition to one complete uniform including the badge worn by that officer, and an identification card clearly marked "RETIRED," the officer's service handgun, if one was issued as part of the officer's equipment.

Additionally, the Chief of Police may authorize the transfer of a duty firearm that has been declared and approved as surplus property by the City Commission, to a Wauchula Police Officer who has provided a minimum of 20-years of honorable service to the City of Wauchula and the Police Department, has separated from employment as a Wauchula Police Officer, and who is eligible, but who has not retired under the City's retirement system, in accordance with applicable laws governing public property. The transfer of firearms must be authorized in writing by the Chief of Police and approved in writing by the City Manager after completion of a criminal history check on the subject officer.

Purpose: The purpose of this policy is to establish guidelines for the lawful disposition of department-issued firearms to recognize retiring officers under section 112.193, Florida Statutes, and for the transfer of surplus department-issued firearms for value to qualifying officers who retire from active duty with the Wauchula Police Department after a minimum of 20 years of service and are eligible to retire under the City's retirement system, but who have not retired under, and are not receiving benefits from, the City's retirement system.

Wauchula Police Department
Policy and Procedures
SOP 1-17a Retirement Firearms

1. DEFINITIONS

1. **Retiring Officer -** A current or former full-time or part-time sworn law enforcement officer of the City of Wauchula Police Department who (1) retires under the City's retirement system, including medical disability retirement, (2) who is eligible to retire under such system but, instead, resigns from the Wauchula Police Department to accept an elected public office, or (3) who has separated from employment in good standing after completing a minimum of twenty (20) years of honorable service and is eligible, but has not retired under, and is not receiving benefits from, the City's retirement system. As to officers identified in section (3) of this paragraph, while continuous service is preferred, it is not required, provided there has been no break in service for five (5) or more consecutive years.

2. **Surplus Firearm -** Any department-issued firearm that has been formally determined to be no longer required for official use by the City of Wauchula Police Department and has been designated as surplus property in accordance with Chapter 274, Florida Statutes, and applicable City policies and procedures governing the disposition of municipal assets.

3. **Identification/Credentials -** A retiree identification card and, where appropriate, a retiree badge both of which prominently bear the word "Retired" thereon.

2. PROCEDURES

There is well-established precedent within the State of Florida for law enforcement agencies to transfer a retiring officer's duty weapon as a gesture of recognition for honorable service. Guidance from the Florida Police Chiefs Association indicates that such transfers are permissible, though not mandatory, and are widely practiced across the state, with a significant majority of agencies participating in this tradition.

The Wauchula Police Department will adhere to the following procedures and requirements for transferring firearms to retiring officers under this policy:

1. A law enforcement officer who retires under the City's retirement system, including medical disability retirement, or who is eligible to retire under such system but, instead, resigns from the Wauchula Police Department to accept an elected public office, will be provided, in addition to one complete uniform including the badge worn by that officer, and an identification card clearly marked "RETIRED," the officer's service handgun, as provided by section 112.193, Florida Statutes.

2. A Wauchula Police Officer who has provided a minimum of 20-years of honorable service to the City of Wauchula and the Police Department, has separated from employment as a Wauchula Police Officer, and who is eligible, but who has not retired under and is not receiving benefits from the City's retirement system, may be eligible to receive, in exchange for value, a department-issued firearm that has been declared and approved by the City Commission as surplus property as follows:

    a. The Chief of Police shall follow the procedures set forth in SOP 1-17 for declaring firearms surplus property.

    b. Once the City Commission has approved the department-issued firearm as surplus, it may be transferred to the retiring officer pursuant to this Paragraph for value\, payable to the City of Wauchula. Payment shall be made on behalf of the retiring officer by the Chief of Police, with personal funds, NOT public money, and the transaction shall be properly documented in accordance with applicable City policies and procedures.

3. Prior to the transfer of any department-issued firearm under this policy, the retiring officer must be legally eligible to possess and receive a firearm under all applicable federal and state laws. This includes compliance with provisions of 18 U.S.C. § 922, which prohibits firearm possession by certain individuals, such as those convicted of felony offenses, persons subject to qualifying domestic violence injunctions, or individuals adjudicated as mentally defective. Additionally, eligibility must be consistent with applicable Florida statutes, including Florida Statute 790.23, which restricts firearm possession by convicted felons within the state. The department shall take reasonable steps to verify that the retiring officer is not subject to any disqualifying conditions at the time of transfer, thereby ensuring that the disposition of the firearm is lawful and in full compliance with governing legal standards. All criminal history checks and transfers must be documented in writing. and approved by appropriate authority.

3. DOCUMENTATION

The Chief of Police shall prepare and maintain all necessary documentation associated with the transfer of the firearm in question as set forth in SOP 1-17. With respect to transfers of firearms pursuant to section 112.193, Florida Statutes, the Chief needs only prepare and maintain (1) the letter confirming the criminal history check (and associated criminal history record); and (2) the Firearms Transfer Receipt and Acknowledgment. Upon completion, these documents shall be retained on file with the police department in the retiring officer's personnel file, in accordance with applicable Florida public records retention requirements. This documentation shall be sufficient to demonstrate compliance with all legal,

administrative, and policy provisions governing the disposition of municipal property, including but not limited to surplus designation, authorization for transfer, and proof of lawful eligibility.

4. IDENTIFICATION

The department shall provide retiring officers who meet the criteria set forth in this policy with official retiree credentials, including a retiree identification card and, where appropriate, a retiree badge. These credentials serve to formally recognize the officer's honorable service and continued affiliation with the department, while also providing a means of identification consistent with widely accepted law enforcement practices.

Issuance of retiree credentials shall be subject to departmental approval and shall not confer any law enforcement authority, powers of arrest, or employment status. All retiree credentials remain the property of the department and may be subject to recall or revocation in accordance with applicable laws, policies, or if the individual becomes ineligible to possess such credentials.

Chief Ron Curtis

April 10, 2026

Ronald J. Curtis, Jr.
Chief of Police

Date

Wauchula Police Department
Ronald J. Curtis, Jr. Chief of Police
128 S. 7th Avenue
Wauchula, FL 33873
Phone: 863-773-3265

Authorization for Duty Weapon Transfer

This document authorizes the transfer of a surplus department-issued firearm to retiring officer, and former Chief of Police, John Eason in recognition of 21 years, 10 months of honorable and distinguished service to the City of Wauchula Police Department from October of 2002 to August of 2024.

The firearm being transferred is a Glock 45MOS bearing Serial Number BYHZ001, with Holosun SCS green dot optic attached and a TLR-7 light.

This firearm and all attachments have been declared surplus by the City Commission at the regularly-scheduled City Commission meeting held on _____, and will be transferred to retiree John Eason, in compliance with applicable laws and policies.

Approved by:

Chief Ronald J. Curtis, Jr. MPA Ed.D
Chief of Police
Wauchula Police Department
128 S. 7th Avenue
Wauchula, FL 33873

Wauchula Police Department
Ronald J. Curtis, Jr. Chief of Police
128 S. 7th Avenue
Wauchula, FL 33873
Phone: 863-773-3265

Date:	April 10, 2026
To:	City Manager Olivia Minshew
From:	Chief Ron Curtis
Thru:	N/A
Ref:	Request to Declare Firearm as Surplus Property

Inter-Office Memorandum

Madam City Manager,

I respectfully request that a department-issued duty firearm, specifically identified as a Glock 45MOS bearing Serial Number BYHZ001, with Holosun SCS green dot optic attached and a TLR-7 light, be declared surplus equipment of the Wauchula Police Department by the City Commission.

Your approval is requested to present this matter to the City Commission for approval. Please confirm your approval by affixing your signature below.

Respectfully Requested

Chief Ron Curtis

April 10, 2026

Ron Curtis, Jr. MPA Ed.D
Chief of Police
Wauchula Police Department
128 S. 7th Avenue
Wauchula, FL 33873

Date

Olivia Minshew
City Manager
City of Wauchula
126 S. 7th Avenue
Wauchula, FL 33873

Date

FLC
FLORIDA LEAGUE OF CITIES

To: Key Official

From: Eryn Alcorn, Florida League of Cities

Date: June 18, 2026

Subject: 2026 Annual Conference Voting Delegate Information

The Florida League of Cities Annual Conference will be held at the Diplomat Beach Resort in Hollywood, Florida, from August 13-15, 2026. This conference will provide valuable educational opportunities to help Florida's municipal officials serve their citizenry more effectively.

We ask that each member municipality sending delegates to the Annual Conference **designate one elected official to serve as its Voting Delegate** and cast the municipality's votes at the Annual Business Meeting which will be held on **Saturday, August 15, 2026**. The Voting Delegate designated by each municipality will vote on all official business matters brought before the League membership and requiring a vote during the Business Meeting. Matters such as the election of League leadership, adoption of resolutions and any other official business matters affecting the League may be voted on during the Business Meeting.

In accordance with the League's by-laws, the number of votes allocated to each municipality is determined based upon population. The League will use the latest Florida Estimates of Population as published by the University of Florida, Bureau of Economic and Business Research.

Annual Conference registration materials were sent to each municipality via the League's e-newsletter and are available online at *flcities.com*.

If you have any questions about voting delegates, please email *ealcorn@flcities.com*.
Voting delegate forms must be received by the League no later than July 31, 2026.

Attachments: Form Designating Voting Delegate

2026 Annual Conference
Florida League of Cities, Inc.
August 13-15, 2026
Hollywood, Florida

It is important that each member municipality sending delegates to the Annual Conference of the Florida League of Cities designate one of its elected officials to cast the municipality's votes at the Annual Business Meeting. League By-Laws require each municipality to select one person to serve as the municipality's Voting Delegate.

Municipalities do not need to adopt a resolution to designate a voting delegate. Instead, please fill out this form and return it to the League office so that your voting delegate may be properly identified. **Voting delegate forms must be received by the League no later than July 31, 2026.**

Designation of Voting Delegate

Name of Voting Delegate: _____

Title: _____

Delegate Email: _____

Municipality of: _____

AUTHORIZED BY:

_____
Name

_____
Title

Return this form to:
Eryn Alcorn
Florida League of Cities, Inc.
Post Office Box 1757
Tallahassee, FL 32302-1757
Email: *ealcorn@flcities.com*

AVCON, INC.
ENGINEERS & PLANNERS

5555 E. Michigan Street, Suite 200
Orlando, FL 32822
Phone: (407) 599-1122
Fax: (407) 599-1133
www.avconinc.com

June 26, 2026

John Eason, Deputy City Manager
Wauchula Municipal Airport
126 South 7th Avenue
Wauchula, FL 33873

Re: Recommendation to Award
Wauchula Municipal Airport (CHN)
Fuel Farm and Generator
FAA AIP #3-12-0084-021-2025
FDOT FPN #452061-1

John:

On June 23, 2026 at 2PM, the Airport received bids on the above-noted project. A total of two (2) bids were received as follows:

Bidder	Sch A	Sch B	Total Bid
L Cobb Construction, Inc.	$1,379,873.54	$909,554.10	$2,289,427.64
Gonzalez and Sons Equipment, Inc.	$1,742,239.00	$608,130.00	$2,350,369.00
Engineer's Estimate	$1,475,000.00	$600,000.00	$2,075,000.00

A complete list of all quantities and unit prices is provided in the attached Bid Tabulation.

The apparent low bidder is **L Cobb Construction, Inc. (Cobb)** whose Bid Total is $2,289,427.64 which is approximately 10.3% higher than the Engineer's Estimate, as noted above.

The bid submitted by Cobb appears to be complete and responsive, including the required proposal documentation, Bid Schedules A and B, bonding, project history, and acknowledgement of Addendums 1-5. and is well known throughout the industry with a good reputation for Airport construction. The project references provided are in good standing at CHN Wauchula, Hardee County Sports Complex, Sebring Hangar, Lakeland Amazon Distribution Facility, and others. Finally, AVCON has worked with Cobb at CHN on many projects including the Harvest Aviation Hangar and Apron, Pilot's Lounge and others.. Cobb is local and well known as a solid company for Airport and vertical construction in the industry. Additionally, Cobb constructed the original fuel tank, apron, and containment at the Airport.

The second bid was received from Gonzalez & Sons Equipment, Inc. (Gonzalez) whose Bid Total is $2,350,369.00 which is approximately 13.3% higher than the Engineer's Estimate, as noted above.

The bid submitted by Gonzalez appears to be complete and responsive, including the required proposal documentation, Bid Schedules A and B, bonding, project history, and acknowledgment of Addendums 1-5. The project references provided are in good standing at Miami International Airport and others.

We note that the addition of Schedule A of Cobb and Schedule B of Gomez is below the Engineer's Estimates and in line with the original budgets, so at this time we recommend splitting the Schedules between the contractors to optimize costs:

SPLIT BID SCHEDULE COST OPTIMIZATION TABLE						
Sched	**Funding Source**	**Desc**	**Cobb**	**Gonzalez**	**Low Bids**	**Engineers Estimate**
BS A	**FDOT**	**Fuel Farm**	$ 1,379,873.54	$ 1,742,239.00	$ 1,379,873.54	$ 1,475,000.00
BS B	**FAA**	**Genset**	$ 909,554.10	$ 608,130.00	$ 608,130.00	$ 600,000.00
		Totals	$ 2,289,427.64	$ 2,350,369.00	**$ 1,988,003.54**	**$ 2,075,000.00**

Additionally, as you are aware, FAA pulled out of the Fuel Farm portion of the project, so as recently discussed, we will need to pursue FDOT funding in FY 2027 with District 1 for that project

Therefore, and notwithstanding the City's Legal Counsel review, AVCON recommends Award of the Bid Schedule A Fuel Farm to L Cobb Construction, Inc. for the Bid Total of $1,379,873.54 (One Million, Three Hundred Seventy-Nine Thousand, Eight Hundred Seventy-Three and 54/100 Dollars), subject to the availability of FDOT funding.

AVCON recommends award of the Bid Schedule B Engine Generator Set to Gonzalez and Sons, Equipment, Inc for the Bid Total of $608,130.00 (Six Hundred Eight Thousand One Hundred Thirty and 00/100 Dollars) subject to the availability of FAA funding. FDOT already has issued a PTGA to match federal funding at 8% of the non-federal share for the project.

Should you have any questions or require additional information, please do not hesitate to contact me.

Sincerely,

AVCON, INC.

Russell D. Holliday, PE, M.ASCE
Senior Project Manager - Airports

Enclosure: Bid Tabulation

WAUCHULA MUNICIPAL AIRPORT
FUEL FARM & GENERATOR
BID TABULATION

2025.052.01

BID SCHEDULE A - DESIGN/BUILD FUEL FARM - FDOT

					ENGINEER'S ESTIMATE		L COBB CONSTRUCTION, INC.		GONZALEZ AND SONS EQUIPMENT, INC.	
INDEX	PAY ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	EXTENDED TOTAL	UNIT PRICE	EXTENDED TOTAL	UNIT PRICE	EXTENDED TOTAL
1	C-100-1	Contractor Quality Control Program (CQCP) and Testing	LS	1	$25,000.00	$25,000.00	$8,240.49	$8,240.49	$23,072.00	$23,072.00
2	C-105-1	Mobilization (Limited to 10%)	LS	1	$100,000.00	$100,500.00	$68,155.53	$68,155.53	$17,046.00	$17,046.00
3	C-105-2	Dewatering	LS	1	$10,000.00	$10,000.00	$1,201.42	$1,201.42	$16,022.00	$16,022.00
4	C-105-3	Construction Surveys/As-Builts	LS	1	$12,500.00	$10,500.00	$5,166.11	$5,166.11	$17,343.00	$17,343.00
5	C-105-4	Construction Safety and Phasing/MOT	LS	1	$15,000.00	$15,000.00	$48,711.03	$48,711.03	$51,253.00	$51,253.00
6	C-105-5	Construction Permits, Licenses, Fees, AHJ Coordination	LS	1	$10,000.00	$10,000.00	$12,014.20	$12,014.20	$84,086.00	$84,086.00
7	C-105-6	Utility Service Development Charges, City\County, FDEP Inspections	LS	1	$5,000.00	$5,000.00	$12,014.20	$12,014.20	$6,409.00	$6,409.00
8	FF-101-1	Final EOR Design Documents	LS	1	$20,000.00	$20,000.00	$18,021.30	$18,021.30	$7,562.00	$7,562.00
9	FF-101-2	Fabricate, Furnish and Install (Construct) One (1) Double Wall 12,000 Gallon AVGAS Self Service Fuel Tank and Pay Management/Dispenser System, with All Equipment, Complete Turnkey Facility	LS	1	$425,000.00	$425,000.00	$397,349.23	$397,349.23	$495,081.00	$495,081.00
10	FF-101-3	Fabricate, Furnish and Install (Construct) One (1) 12,000 Gallon Jet-A Self-Service Fuel Tank and Pay Management/Dispenser System and All Equipment, Complete Turnkey Facility	LS	1	$425,000.00	$425,000.00	$413,980.71	$413,980.71	$512,088.00	$512,088.00
11	FF-101-4	Civil Site Construction	LS	1	$50,000.00	$50,000.00	$23,605.09	$23,605.09	$103,701.00	$103,701.00
12	FF-101-5-A	Electrical Site Construction (Division 26 and Electrical Drawings)	LS	1	$150,000.00	$150,000.00	$144,410.68	$144,410.68	$173,040.00	$173,040.00
13	FF-101-6	Design Build Permitting Fees	AL	1	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00
14	FF-101-7	SPCC Plan, Fuel System Operation and Training, Certification	LS	1	$5,000.00	$5,000.00	$3,003.55	$3,003.55	$11,536.00	$11,536.00
15	FF-101-8	AVGAS – Full Tank of Fuel	GAL-AL	10,200	$10.00	$102,000.00	$10.00	$102,000.00	$10.00	$102,000.00
16	FF-101-9	Jet-A – Full Tank of Fuel	GAL-AL	10,200	$10.00	$102,000.00	$10.00	$102,000.00	$10.00	$102,000.00
					SUB-TOTAL BID SCHEDULE A	**$1,475,000.00**		**$1,379,873.54**		**$1,742,239.00**

BID SCHEDULE B - EMERGENCY ENGINE GENERATOR SET - FAA

					ENGINEER'S ESTIMATE		L COBB CONSTRUCTION, INC.		GONZALEZ AND SONS EQUIPMENT, INC.	
INDEX	PAY ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	EXTENDED TOTAL	UNIT PRICE	EXTENDED TOTAL	UNIT PRICE	EXTENDED TOTAL
1	C-100-1	Contractor Quality Control Program (CQCP) and Testing	LS	1	$6,750.00	$6,750.00	$7,039.07	$7,039.07	$19,227.00	$19,227.00
2	C-105-1	Mobilization (Limited to 10%)	LS	1	$54,000.00	$54,000.00	$71,947.65	$71,947.65	$5,682.00	$5,682.00
3	C-105-2	Dewatering	LS	1	$6,750.00	$6,750.00	$1,201.42	$1,201.42	$6,409.00	$6,409.00
4	C-105-3	Construction Surveys/As-Builts	LS	1	$10,800.00	$10,800.00	$5,166.11	$5,166.11	$7,450.00	$7,450.00
5	C-105-4	Construction Safety and Phasing/MOT	LS	1	$6,750.00	$6,750.00	$34,746.77	$34,746.77	$10,999.00	$10,999.00
6	C-105-5	Construction Permits, Licenses, Fees, AHJ Coordination	LS	1	$6,750.00	$6,750.00	$6,007.10	$6,007.10	$18,330.00	$18,330.00
7	C-105-6	Utility Service Development Charges, City\County, FDEP Inspections	LS	1	$6,750.00	$6,750.00	$6,007.10	$6,007.10	$2,820.00	$2,820.00
8	L-109-1-B	Airfield Electrical Vault Modifications	LS	1	$50,000.00	$50,000.00	$214,093.04	$214,093.04	$70,498.00	$70,498.00
9	L-109-2-B	Short Circuit/Coordination/Device Evaluation/Arc Flash Analysis	LS	1	$10,000.00	$10,000.00	$18,021.30	$18,021.30	$51,271.00	$51,271.00
10	L-109-3-B	Airfield Lighting Vault Emergency Engine Power Generator	LS	1	$441,450.00	$441,450.00	$545,324.54	$545,324.54	$415,444.00	$415,444.00
					SUB-TOTAL BID SCHEDULE B	**$600,000.00**		**$909,554.10**		**$608,130.00**
					TOTAL BID (SCH A + SCH B)	**$2,075,000.00**		**$2,289,427.64**		**$2,350,369.00**

BID TABULATION PREPARED BY RUSSELL D. HOLLIDAY, PE

PE, AVCON, INC, 2026

AVCON Russell D Holliday Digitally signed by Russell D Holliday Date: 2026.06.25 11:34:34 -04'00'

July 13, 2026

RE**:** Potential Sites for Senior Center Recommendation

Background

The City issued a Notice of Interest/Request for Information (RFI) seeking potential sites for the development of a new Senior Center within the Community Redevelopment Agency (CRA). The RFI established minimum pass/fail requirements, including site size, location within the CRA, proximity to City Hall, availability of utilities, roadway access, exclusion from the U.S. Highway 17 corridor, and owner willingness to sell. Only sites meeting these minimum requirements were intended to advance for full consideration. Submittals were due by Monday, July 6th, 2026 at 2:00 p.m.

The City received five (5) site submittals:

1. Palmetto 8 Site
2. Old Hospital Site
3. Methodist Church Site
4. Current Senior Center Location
5. Property Appraiser/Library Site

City staff first evaluated each submission against the minimum pass/fail requirements established in the RFI.

Following this review, Sites 1 (Palmetto 8), 2 (Old Hospital), and 5 (Property Appraiser/Library) were determined not to satisfy one or more of the minimum eligibility requirements and, therefore, were not considered qualifying sites for selection.

The remaining qualifying sites were:

- Site 3 – Methodist Church Property
- Site 4 – Current Senior Center Location

Committee Evaluation

A three-member evaluation committee independently evaluated the proposals using the criteria outlined in the RFI, including accessibility, site layout and functionality, downtown integration, compatibility with surrounding uses, co-location opportunities, cost and infrastructure efficiency, and long-term suitability.

The committee members were: Kyle Long, Sandee Braxton and Jessica Newman

Although scoring was completed independently, all three committee members unanimously identified the Methodist Church Site (Site 3) as the preferred location.

The committee's scoring is summarized below:

Site	Kyle Long	Sandee Braxton	Jessica Newman
Site 1 – Palmetto 8*	—	—	—
Site 2 – Old Hospital*	—	—	—
Site 3 – Methodist Church	**94**	**100**	**75**
Site 4 – Current Location	68	70	58
Site 5 – Property Appraiser/Library*	—	—	—

*Did not satisfy the RFI minimum pass/fail requirements.

Recommendation

After reviewing all submitted properties, confirming compliance with the minimum eligibility requirements, and evaluating the qualifying sites using the adopted criteria, the evaluation committee unanimously recommends that the **Methodist Church Site (Site 3)** be selected as the preferred location for the City's future Senior Center.

Peace River Park

1322 East Main Street
Wauchula, FL 33873

Peace River Park is owned and maintained by the City of Wauchula. The park offers hiking trails, canoe/kayak launches, picnic pavilions and an observation tower all at no charge to the park patrons. The park hours are from 7 am until dusk. The following rules and regulations must be adhered to; any violations may result in being trespassed from the park.

- Alcoholic beverages, profanity and obscenity **WILL NOT** be permitted.
- Hunting in the park is not permitted.
- The use of motorized vehicles, including all-terrain vehicles, is not permitted.
- No ropes or wires shall be attached to trees or buildings.
- All trash must be placed in garbage cans or dumpsters provided.
- All picnic sites must be left clean upon departure.
- Fires are allowed within provided fire rings. Searching for fire wood that has fallen is acceptable. However, cutting wood is **NOT ALLOWED**.
- Children are the responsibility of the parent/guardian at all times.
- Pets are welcome, but must be on a leash at all times. **ALL PET WASTE MUST BE CLEANED UP BY THE PET OWNER.**
- No feeding of wildlife at any time.

*******RULES ARE SUBJECT TO CHANGE WITHOUT NOTICE*******

Approved by City Commission July 13, 2026

CITY OF WAUCHULA

REQUEST FOR QUALIFICATIONS

PROFESSIONAL ENGINEERING SERVICES – AIRPORT DEEP WATER WELL

RFQ #26-02

The City Clerk's Office will receive sealed statements of qualifications from professional engineering firms on **or before 2:00 PM EST on** August 18, 2026 for professional engineering services to be performed at the Wauchula Municipal Airport**.**

The face of the sealed envelope must be clearly marked "**RFQ #26-02, Professional Engineering Services – Airport Deep Water Well".** Statements received after the closing time will not be accepted.

Attached are important instructions and specifications regarding responses to this Request for Qualifications. Failure to follow these instructions could result in disqualification.

Questions regarding this RFQ must be in writing and must be sent to Stephanie Camacho, City Clerk, email: scamacho@cityofwauchula.com; fax (863) 773-0773. All questions must be received by 4:00 PM EST August 7, 2026.

Prospective consultants shall not contact, communicate with or discuss any matter relating in any way to the Request for Qualification with the City Commissioners, any employee of the City of Wauchula, other than the City Clerk or as directed in the cover page of the Request for Qualifications. Such communications initiated by a proposer shall be grounds for disqualifying the offending proposer from consideration for award of the proposal and/or any future proposal.

Statements of Qualifications must be mailed, express mailed, or hand delivered to:

City of Wauchula
Stephanie Camacho, City Clerk
126 S. 7th Avenue
Wauchula, Florida 33873

INTRODUCTION

The City of Wauchula, a political subdivision of the State of Florida, seeks the submittal of statements of qualifications from qualified and experienced engineering firms who are interested in providing professional engineering services for the design and construction of a deep water well at the Wauchula Municipal Airport (CHN). The Wauchula Municipal Airport is a general aviation airport located in Hardee County.

The selected firm will be responsible for project management, site environmental and over-arching NEPA assessments, topographic surveys, geotechnical testing, site assessment, and preliminary investigation to determine geological suitability; the development of engineering plans and specifications for a deep water well system suitable for potable drinking water and/or fire protection use; and coordination with relevant agencies such as the Florida Department of Environmental Protection, Southwest Florida Water Management District, Florida Department of Transportation, the Federal Aviation Administration, local Department(s) of Environmental Health, Florida Fish and Wildlife Conservation Commission, and Florida Department of State to secure all necessary permits. Additional responsibilities include preparing technical design bidding documents and providing procurement assistance, overseeing construction through site inspections, shop drawing reviews, project and cost administration, contractor coordination, and ensuring regulatory compliance throughout the project. The project will culminate in the delivery of final as-built drawings, operations and maintenance documentation, system training, and project closeout materials. The City expects the selected firm to ensure quality assurance and effective communication throughout the duration of the project to support current and future operational needs.

The selection process for consultants' services is in accordance with Section 287.055, Florida Statutes, the Consultants' Competitive Negotiation Act, and Consolidated FAA Advisory Circular 150/5100-14E, including Change 1. The selection committee will review the qualifications of all submitting firms. The City reserves the right to determine, at its sole discretion, whether the statement of qualifications satisfactorily meets the criteria established in this RFQ, and the right to seek clarification from any firm(s) submitting qualifications. Only those judged to be qualified proposals will be further evaluated for possible short-listing. Those firms short-listed may be requested to make presentations to the selection committee. During the review process, and until the final selection has been made by the City Commission, prospective consultants are prohibited from meeting with or discussing a submittal with any member of the selection committee or the City Commission.

All interested parties must submit the requested information within the time frame provided herein. Statements of qualifications shall be prepared with the utmost attention to fair, ethical evaluation standards.

It is the intent of the City to select and negotiate Master Consulting Agreements with one (1) or more firms to provide professional engineering services in conjunction with the Deep Water Well Project. Consultants will be chosen based upon the expertise and experience listed as it pertains to the work described. Selection of one or more qualified firms under this RFQ is not a guarantee of work.

The term of the Master Consulting Agreement will be for the period required to complete the Deep Water Well Project.

During contract negotiations, the City will negotiate fee schedules in accordance with the Purchasing Procedures set forth in the City's Purchasing Policy, with the goal of establishing standardized rates. The fee schedule may be adjusted upon mutual written agreement, no earlier than one year from the effective date of the agreement.

SCOPE OF SERVICES

The selected firm will be responsible for project management, site environmental and over-arching NEPA assessments, topographic surveys, geotechnical testing, site assessment and preliminary investigation to determine geological suitability; the development of engineering plans and specifications for a deep water well system suitable for potable drinking water and fire protection use; and coordination with relevant agencies including but not limited to the Florida Department of Environmental Protection, Southwest Florida Water Management District, Florida Department of Transportation, Federal Aviation Administration, local Department(s) of Environmental Health, Florida Fish and Wildlife Conservation Commission, and Florida Department of State, to secure all necessary permits. Additional responsibilities include preparing technical design bidding documents and providing procurement assistance, overseeing construction through site inspections, shop drawing reviews, project and cost administration, contractor coordination, and ensuring regulatory compliance throughout the project. The project will culminate in the delivery of final as-built record drawings, operations and maintenance documentation, system training, and project closeout materials. The City expects the selected firm to implement quality assurance and effective communication throughout the duration of the project to support current and future operational needs.

There is no guarantee that any or all of the services described in this agreement will be assigned during the term of this agreement. Further, the Consultant is providing these services on a nonexclusive basis. The City, at its option, may elect to have any of the services set forth herein performed by other consultants or City staff.

EXPECTATIONS OF SELECTED FIRMS

The consultant shall be responsible for the accuracy of the work and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the City of Wauchula will not relieve the consultant of the responsibility for subsequent correction of any errors and the clarification of any ambiguities.

At any time during the construction of the improvements provided for by the plans or during any phase of work performed by others based on data secured by the consultant under the Agreement, the consultant shall confer with the City for the purpose of interpreting the information obtained and to correct any errors or omissions made by it. The consultant shall prepare any plans or data to correct the Consultant's errors and omissions. The above consultations, clarifications, or corrections shall be made without additional compensation to the consultant. The consultant shall give immediate attention to these changes so there will be minimum delay to others.

The consultant shall endorse and provide in electronic format, as requested, all reports, calculations, contract plans, and survey data. Such endorsements shall be made by a person duly registered in the appropriate category by the Florida Department of Business and Professional Regulation for Professional Engineers, Land Surveyors, or other professionals as required being in the full employment of the consultant and/or its subconsultants and responsible for the work prescribed.

When a scope of work is requested for the formulation of a Consultant Services Authorization (CSA) under a Master Consulting Agreement, the consultant will submit the proposed scope of work within 10 working days from the request. The proposal will include tasks to be completed with associated costs and an overall schedule with sufficient detail to define major milestones. Once the CSA is approved, a notice to proceed will be issued by the City of Wauchula. The consultant will be responsible for the preparation of a project design schedule, utilizing a commercial off the shelf software, such as Microsoft Project, which shows a breakdown of all tasks to be performed, and their relationship in achieving the completion of each phase of work. The schedule will include a Gantt Chart identifying the critical path, progress of the work and milestones. If both parties agree on the proposed schedule, a final schedule will be submitted within 10 working days of the notice to proceed with respect to every project assigned the consultant. The schedules will be used to verify consultant's performance in relationship to the fees claimed and to allow the City of Wauchula's Project Manager to monitor the consultant's efforts. The billing of services will include a progress update report, a revised schedule showing current percentage complete by task, and a detailed invoice showing billings per Task outlined in the approved scope of work or assignment. If a change of scope is requested by City of Wauchula staff, the consultant shall notify the City of Wauchula project manager within 10 working days of the effects of and cost for the proposed change. The consultant will not proceed with work on the change until it receives written approval from the City Manager provided that there is a provision for additional services incorporated into the CSA. If there is not, a modification detailing the change must be approved by the City Commission prior to any commencement of work. In addition to the progress updates to be submitted with the invoice, each consultant will meet with City of Wauchula staff on a quarterly basis, as requested by City of Wauchula, to provide a briefing and progress report of all work assignments in a presentation-style update. The presentation shall be electronically transmitted to City of Wauchula.

Deliverables prepared by the consultant will be defined in each assignment. Full and half size drawings will be required on all assignments along with electronic versions.

SUBMITTAL

Submittals should not contain information in excess of that requested, must be concise, and must specifically address the issues of this RFQ. A page can be either single or double sided. It is requested that the responses be in the same order as the selection and evaluation procedures. The submittals should include the following:

1. Brief overview of the firm's history and organization that includes the name of the firm's contact person, address, telephone, fax number and email address. **(Limit response to one page)**

2. Provide documentation supporting the specialized qualifications of staff. Qualifications should highlight experience with regulatory agencies, permitting and governing regulations and their locations. The proposal shall list key individuals who will be used on the contract. Provide the Florida registration numbers of professional personnel. Show an organizational chart of the team highlighting the key individuals who will work on the contract. Provide a matrix showing the capabilities listed above versus each proposed team member indicating their personal experience. **(Limit response to one page for the organizational chart and one page for the capabilities matrix)**

3. The key staff presented in the consultant's response shall be the staff utilized on this project. The consultant will demonstrate each key staff's availability and location to respond to the needs of the project. Also identify additional staff members and locations that can be utilized to expedite a deliverable if required. **(Limit response to one page per person)**

4. Experience on Similar Contracts: The proposal shall indicate firm, proposed team and individuals experience on contracts of similar size and scope within the past five (5) years. List shall include a maximum of ten (10) recent projects. Specifics should be given to demonstrate successful performance on those contracts and the firm's, or team's, understanding of the requirements and timely completion of those projects. If subconsultants or a joint venture is proposed, past working relationships on similar projects must be indicated. Indicate if the proposed team for this contract has successfully worked together on the listed projects. Provide references for the past experiences cited above, including contact person, title, telephone number, email address, project location, services provided, and contract amount. **(Limit response to one page per project)**

5. Provide a short narrative project approach outlining how you propose to manage projects in order to meet schedule and budget requirements. Describe the firm's ability to work with City of Wauchula staff, familiarity with City of Wauchula programs and local regulatory agencies. Demonstrate the firm's knowledge of the County's and/or City's GIS system, the state plane coordinate system in Hardee County, County's permitting process, as well as local regulatory agencies.

   Relative to the scope of services for the project, describe the specific ability of the firm. Include any innovative approaches to providing the services. Briefly describe firm's quality assurance/quality control program. **(Limit response to four pages maximum)**

6. Provide identification and address of any subconsultants that will be involved, including a description of qualifications and their specific duties on the projects with City of Wauchula. **(Limit response to one page maximum per subconsultant)**

7. Provide documentation and a signed certification of the firm's status as a Certified Minority Business Enterprise and/or Certified Veteran's Business Enterprise, if applicable; identify minority and/or veteran firm participation as subconsultants; and submit the subconsultant's certification; and explain how the firm will encourage minority and/or veteran participation in the projects. **(Limit response to one page maximum)**

8. Completed Surveys (See Exhibit 1)

SELECTION AND EVALUATION PROCEDURES

A Professional Services Selection Committee (PSSC) will review the statements of qualifications received. The evaluation criteria listed below will be utilized to rank the firms. Interviews with the firms may be scheduled with the PSSC for final ranking and recommendation to the City Commission. The City shall be the sole judge of its own best interests, the statements, and the resulting negotiated agreement. The City's decisions will be final.

Consultants will be evaluated using a number of factors including, but not limited to, the following:

1. Experience and expertise of the consulting firm and its key personnel in projects similar to those in the Request for Qualifications. (30 points maximum) Corresponds to submittals No. 2, No. 3, and No. 4 above.

2. Client surveys on the consulting firm (Maximum 10 surveys). (10 points maximum) Corresponds to submittal No. 8 above.

3. Approach to the project, management and ability to work with City of Wauchula staff and local regulatory agencies. (20 points maximum) Corresponds to submittal No. 5 above.

4. Ability to create innovative approaches. (5 points maximum) Corresponds to submittal No. 5 above.

5. Ability to complete projects in a timely manner. (10 points maximum) Corresponds to submittal No. 4 above.

6. Appropriate team member and experience. (5 points maximum) Corresponds to submittal No. 2 and No. 3 above.

7. Certified minority firm or extent of certified minority firm participation as subconsultants. (10 points maximum) Corresponds to submittal No. 7 above.

   Certified minority firm (10 points)
   Certified minority firm subconsultant (2 points per firm)

8. Location of key personnel (10 points maximum) Corresponds to submittal No. 3 above.

   Firms located in Hardee County (10 points)
   Firms located in contiguous counties (7 points)
   All other firms (4 points)

Various provisions of Chapters 287 and 295, Florida Statutes, provide qualifying vendors the advantage of "tie breakers" whenever two or more, bids, proposals, or replies received by an agency are equal with respect to price, quality, and service. In order to take advantage of these "tie breakers," a vendor who meets the statutory qualifications of one or more of these "tie breakers" must certify that it qualifies for the cited preference. Completion of a certification is

optional for qualifying vendors; however, a vendor waives all rights to consideration of a "tie breaker" if it fails to submit the certification on or before the deadline to submit its bid, proposal, or response.

The procedure required by section 120.57(3), Florida Statutes, including the uniform rules of procedure set forth in Fla. Admin. Code 28-110.001, et seq., shall govern protests to the solicitation or award.

The City will provide notice of its decision or intended decision by electronic posting. Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failing to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

Any person adversely affected by the City's decision or intended decision shall file with the agency a notice of protest in writing within 72 hours after the posting of the notice of decision or intended decision.

With respect to a protest of the terms, conditions, and specification contained in a solicitation, including any provisions governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing with 72 hours after the posting of the solicitation. The formal written protest shall be filed within 10 days after the date the notice of protest is filed. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings under this chapter. The formal written protest shall state with particularity the facts and law upon with the protest is based. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72-hour time periods provided by this paragraph.

Pursuant to section 287.05701, Florida Statutes, the City is prohibited from, and will not request documentation of or consider, a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor. Moreover, the City will not give preference to a vendor based on the vendor's social, political, or ideological interests.

The City reserves the right to request clarification of any information submitted by proposers. The City reserves the right to reject any and all proposals, and to waive any informalities or irregularities in the selection process.

RESPONSE

Interested parties are invited to submit one (1) original marked "ORIGINAL" and five (5) copies marked "COPY" of their statement of qualifications in a sealed envelope to the City Clerk. The envelope should be labeled "**RFQ #26-02, Professional Engineering Services – Airport Deep Water Well Project"** and marked with the respondent's name and address. Statements must be mailed or delivered to:

City of Wauchula
Stephanie Camacho, City Clerk
126 S. 7th Avenue
Wauchula, Florida 33873

The submittal must be received by the City only at the above address prior to **2:00 p.m. on** August 18, 2026**.**

The delivery of the submittal on the above date and prior to the specified time is solely the responsibility of the proposer.

The submittal may be withdrawn either by written notice to the City Clerk or in person, if properly identified, at any time prior to the above submittal deadline.

GENERAL CONDITIONS

CONTACT

After the issuance of any Request for Qualifications, prospective qualifiers shall not contact, communicate with, or discuss any matter relating in any way to the Request for Qualifications with any member of the City Commission or any employee of the City of Wauchula other than the City Clerk as directed in the cover page of the Request for Qualifications. This prohibition begins with the issuance of any Request for Qualifications and ends upon execution of the final contract. Any such communication initiated by a submitter **shall** be grounds for disqualifying the offending submitter from consideration for award of the proposal and/or any future proposal.

INSURANCE REQUIREMENTS

Before any work commences, the selected firm, if any, shall, without in any way altering their liability, obtain, pay for, and maintain insurance for the coverages and amounts of coverage not less than those set forth below, and shall provide the City with original Certificates of Insurance satisfactory to the City to evidence such coverage. The City of Wauchula, a municipal corporation, shall be an additional named insured on all policies related to the project, excluding workers' compensation and professional liability. The Workers' Compensation policy shall contain a waiver of subrogation in favor of the City of Wauchula. All insurance coverage shall be written with a company having an A.M. Best Rating of at least the "A" category and size category of VIII. Absent the City's written permission, the firm's self-insured retention or deductible per line of coverage shall not exceed $25,000. The City requires thirty (30) days written notice of cancellation and ten (10) days written notice of non-payment. In the event of any failure by the firm to comply with these provisions, the City may, at its option and on notice to the firm, suspend the project for cause until there is full compliance. Alternatively, the City may purchase such insurance at the firm's expense, provided that the City shall have no obligation to do so. The City's purchase of insurance covered shall not relieve or excuse the firm of its obligation to obtain and maintain such insurance amounts and coverages.

Worker's Compensation and Employer's Liability Insurance providing statutory benefits, including those that may be required by any applicable federal statute:

Admitted in Florida	Yes
Employer's Liability	$100,000
All States Endorsement	Statutory
Voluntary Compensation	Statutory

Commercial General Liability Insurance. $2,000,000 combined single limit of liability for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including the following coverages:

Premises and Operations and Products/Completed Operations;
Broad Form Commercial General Liability Endorsement to include blanket contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm); Personal Injury (with employment and contractual exclusions deleted) and Broad Form Property Damage coverages;

Independent Contractors; Delete Exclusion relative to Collapse, Explosion and Underground Property Damage Hazards; Policy must include Separation of Insureds Clause.

Comprehensive Automobile Liability Insurance. $2,000,000 combined single limit of liability for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including all owned, hired and non-owned vehicles.

Professional Liability Insurance. $2,000,000 for design errors and omissions, exclusive of defense costs. Selected firm shall be required to provide continuing Professional Liability Insurance to cover the project for a period of two (2) years after the projects are completed.

INDEMNIFICATION

In addition to any other obligation to indemnify the City, and to the fullest extent permitted by law, the CONSULTANT shall indemnify, defend (by counsel reasonably acceptable to City), protect, and hold harmless the City, its agents, elected officials, and employees from and against, any and all claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses (including, without limitation, attorney's fees and costs during negotiation, through litigation and all appeals therefrom), including but not limited to, claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses, arising out of or related to any actual or alleged bodily injury, sickness, disease or death, or injury or damage to tangible property whatsoever, including the loss of use resulting therefrom, or any other damage or loss arising out of or resulting from (i) the failure of CONSULTANT to comply with applicable non-conflicting laws, rules or regulations; (ii) the breach by CONSULTANT of its obligations under this Agreement; (iii) any claim for trademark, patent or copyright infringement arising out of the scope of CONSULTANT's performance of this Agreement; (iv) the negligent act, errors or omissions, or intentional or willful misconduct, of CONSULTANT, its sub-consultants, agents, employees and invitees; or (v) liens, claims or actions made by the consultant or any subcontractor or other party performing the work; provided, however, that CONSULTANT shall not be obligated to defend or indemnify the CITY with respect to any such claims or damages arising out of the CITY’s negligence.

PUBLIC ENTITY CRIMES STATEMENT

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid or proposal on a contract to provide any goods or services to a public entity, may not submit a bid or proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By submitting this proposal, the proposer hereby certifies that they have complied with said statute.

ANTI-DISCRIMINATION

The City is committed to equal opportunity employment and expects firms that do business with the City to be similarly committed. Any proposer who enters a contract with the City must covenant and agree that no employee or applicant for employment with the proposer's company will be discriminated against during the course of employment or in the application process with respect to hiring, tenure, terms, conditions, or privileges of employment, because of race, color, religion, sex, gender, age, disability, national origin, marital status, political affiliation, familial status, pregnancy, or sexual orientation, or veteran or service member status.

Any proposer who enters into a Contract with the City must also acknowledges its continuous duty to disclose to the City if it or any of its affiliates, as defined by Section 287.134(1)(a), Florida Statutes, has been placed on the Discriminatory Vendor List. Pursuant to Section 287.134(2)(a), Florida Statutes: "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity."

DEVELOPMENT COSTS

Neither the City nor its representative(s) shall be liable for any expenses incurred in connection with preparation of a response to the RFQ. Proposers should prepare their statements simply and economically, providing a straightforward and concise description of the proposer's ability to meet the requirements of the RFQ.

APPLICABLE LAWS AND COURTS

This RFQ and any resulting agreements shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Hardee County, Florida or the United States District Court, Middle District of Florida, located in Hillsborough County, Florida. The proposer shall comply with all applicable federal, state and local laws and regulations.

CONTRACTUAL MATTERS

A copy of the Master Consulting Agreement to be entered into with the successful proposer(s) is included with this RFQ as Attachment A.

All contracts are subject to final approval of the City of Wauchula City Commission. Persons or firms who incur expenses or change position in anticipation of a contract prior to the Commission's approval do so at their own risk.

PROPRIETARY INFORMATION

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State and Federal Law, all proposers should be aware that Request for Qualifications and the responses thereto are in the public domain and are public records under Chapter 119, Florida Statutes. Proposers are required to **identify specifically** any information contained in their proposals which they consider confidential and/or proprietary, or trade secrets and which they believe to be exempt from disclosure.

All proposals received in response to this Request for Qualifications will become the property of the City and will not be returned to the proposers. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the City.

E-VERIFY REQUIREMENTS

Effective January 1, 2021, public and private employers, contractors, and subcontractors must require registration with, and use of the E-Verify system in order to verify the work authorization status of all newly hired employees. All proposers are hereby notified that the City requires all vendors, contractors, and subcontractors to register with and use the E-Verify system as more fully set forth in the Contract attached to this RFQ as Exhibit A.

LIMITATIONS

This RFQ does not commit the City of Wauchula to award a contract. Proposers will assume all costs incurred in the preparation of their response to this RFQ. The City reserves the right to: 1) accept or reject qualifications and/or proposals in part or in whole; 2) request additional qualification information; 3) limit and determine the actual contract services to be included in a contract; 4) obtain information for use in evaluating submittals from any source and 5) reject any and all submittals.

EXHIBIT 1

DETAILED INSTRUCTIONS ON HOW TO PREPARE AND SEND PERFORMANCE SURVEYS

Overview

The objective of this process is to identify the past performance of the firm submitting a proposal package for RFQ #26-02, Professional Engineering Services – Airport Deep Water Well Project. This is accomplished by sending survey forms to past customers. The customers will return the forms directly to the Consultant. The Consultant is to include all surveys in their proposal package.

Sending the Survey

The surveys shall be sent to customers for whom the Consultant has performed Professional Engineering Services within the past ten (10) years with an emphasis on similar size and scope as defined in the scope of services.

The Consultant shall provide a minimum of three (3) and a maximum of ten (10) surveys for past projects.

1. The Consultant shall complete the following information for each customer that a survey will be sent

CODE	A unique (different) number assigned to each project
CLIENT NAME	Name of the company or institution that the work was performed for (i.e. Cactus School District, Rock Industries, City of Austin).
FIRST NAME	First name of the person who will answer customer satisfaction questions.
LAST NAME	Last name of the person who will answer customer satisfaction questions.
PHONE NUMBER	Current phone number for the reference (including area code).
FAX NUMBER	Current fax number for the reference (including area code).
EMAIL ADDRESS	Current email address for the reference.
PROJECT NAME	Name of the project (Bird High School A-Wing, Warehouse B, etc.).
COST OF PROJECT	Awarded cost of project ($50,000)
DATE INSTALLED	Date when the project was completed. (i.e. 5/31/1995)

2. The Consultant is responsible for verifying that their information is accurate prior to submission for references.

3. <u>The survey must contain different projects. You cannot have multiple people evaluating the same job.</u> However, one person may evaluate several different jobs.

4. The past projects can be either completed or on-going.

5. The past client/owner must evaluate and complete the survey.

Reference List

Consultant shall list all references to which a survey was submitted and return the list in the proposal.

Code	
Client name	
Reference name (first & last)	
Phone number	
Fax number	
Email address	
Project name	
Cost of project	
Date installed	

Code	
Client name	
Reference name (first & last)	
Phone number	
Fax number	
Email address	
Project name	
Cost of project	
Date installed	

Preparing the Surveys

1. The firm is responsible for sending out a performance survey to a minimum of three (3) and a maximum of ten (10) clients. The survey is attached.

2. The firm should enter the Survey ID (Code), past clients' contact information, and project information on each survey form for each reference. The team member should also enter the name of the Consultant being surveyed. The Survey ID is a unique number that the Consultant assigns. No two surveys for the Contractor should have the same number.

3. All the information on the survey form must match the reference information provided in the proposal.

4. The firm is responsible for making sure that their past clients receive the survey, complete the survey, and return the survey to the Consultant.

5. As stated before, the City of Wauchula may contact the reference for additional information or to clarify survey data. If the reference cannot be contacted, there will be no credit given for that reference.

Survey Questionnaire – City of Wauchula
(Professional Engineering Services)

Survey ID _____

To: _____
(Name of person completing survey)

Phone: _____ Fax: _____

Subject: Past Performance Survey of: _____
(Name of Company)

_____
(Name of Individuals)

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the firm/individual again) and 1 representing that you were very unsatisfied (and would never hire the firm/individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

Client Name: _____ Date Completed _____

Project Name: _____

NO	CRITERIA	UNIT	
1	Ability to manage cost control	(1-10)	
2	Ability to maintain project schedule (complete on-time or early)	(1-10)	
3	Quality of workmanship	(1-10)	
4	Professionalism and ability to manage	(1-10)	
5	Close out process	(1-10)	
6	Ability to communicate with County/City staff	(1-10)	
7	Ability to resolve issues promptly	(1-10)	
8	Ability to follow protocol	(1-10)	
9	Ability to maintain proper documentation	(1-10)	
10	Ability to provide construction management	(1-10)	
11	Overall customer satisfaction and comfort level in hiring vendor/individual again	(1-10)	

_____ _____
Printed Name (of Evaluator) Signature (of Evaluator)

Thank you for your time and effort in assisting the City of Wauchula in this important endeavor.

Please fax the completed survey to: _____
(Consultants fax number)

MASTER CONSULTING AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 2026, between the CITY OF WAUCHULA, a municipal corporation, organized and existing under the laws of the State of Florida, by and through its City Commission, situated at 126 S. 7th Avenue, Wauchula, Florida 33873, hereinafter referred to as CITY, and _____ _____ a _____ corporation, headquartered at _____ _____hereinafter referred to as CONSULTANT, and whose Federal Employer Identification Number is_____.

WHEREAS, CITY owns and operates a municipal airport (the "Airport"); and

WHEREAS, CITY requires certain professional services in connection with the Deep Water Well Project at the Airport; and

WHEREAS, CITY has solicited these services in RFQ #26-02, included by reference as to the scope of services contained herein; and

WHEREAS, pursuant to section 287.05701, Florida Statutes, the City is prohibited from, and has not requested documentation of or considered, any vendor's social, political, or ideological interests when determining whether the vendor is a responsible vendor. Moreover, the City has not given preference to any vendor based on the vendor's social, political, or ideological interests; and

WHEREAS, CONSULTANT represents it is capable and prepared to provide such Services;

NOW, THEREFORE, in consideration of the promises contained herein, the parties hereto agree as follows:

1.0 Term

1.1 This Agreement shall take effect on the date of its execution by the City Manager.

1.2 The term of this Agreement shall commence upon the effective date of this Agreement and shall continue through the close out of the Deep Water Well Project, unless otherwise terminated as provided herein.

2.0 Services to Be Performed by CONSULTANT

2.1 CONSULTANT shall perform the services as generally described in the Scope of Work set forth in Exhibit "A" to this Agreement, and other services as may be further specifically designated and authorized by the CITY in writing. Such written authorization will be referred to as a Consultant Services Authorization (CSA) and all provisions of this Agreement

apply to the executed CSA with full force and effect as if reproduced in full within each written CSA. Each CSA will set forth a specific Scope of Services, maximum limit of compensation, schedule, liquidated damages, and completion date, and shall become effective upon due execution of the CSA by the City Manager.

2.2 The CONSULTANT is not authorized to undertake any project without a duly executed CSA, which shall specify the work to be performed and the time in which it is to be completed. CONSULTANT recognizes that execution of this Agreement is not a guarantee that work will be assigned to the Consultant, that Consultant is providing its services on a non-exclusive basis, that the CITY, at its option, may employ several different consultants to perform the work described, and that the CONSULTANT has not been employed as the exclusive agent to perform any such services.

2.3 When the CONSULTANT and the CITY enter into a Consultant Services Authorization (CSA) where the term of the CSA expires on a date that is later than the date that the Master Consulting Agreement (MCA) expires, the CONSULTANT and the CITY agree that the terms of the MCA and any amendments, attachments or provisions thereof are automatically extended until the expiration or full completion of the requirements of the CSA have been performed. Cancellation by the CITY of any remaining work prior to the full completion of the requirements of the CSA shall cause the terms of the MCA to terminate at the same time. This provision only applies when the expiration of the CSA extends beyond the expiration of the MCA. It does not apply when a CSA expires or is cancelled prior to the expiration of the MCA.

3.0 Compensation

3.1 General

3.1.1 CITY shall pay CONSULTANT in accordance with Exhibit “B”, "Fee Schedule", which is attached hereto and incorporated by reference as part of this Agreement. The fee schedule identifies all job classifications that will perform billable services pursuant to this Agreement and the fee for each job classification. Performance of work by personnel in job classifications not listed on the fee schedule will result in nonpayment for such services.

3.1.2 The Fee Schedule, as set out in Exhibit “B” may be adjusted by an Amendment to the Master Consulting Agreement, after mutual written agreement of the parties. Such amendments may be executed annually, no earlier than one year from the effective date of the Agreement. The City Manager will approve and execute any fee schedule amendment mutually agreed by the parties in writing. Such amendment shall operate prospectively only and shall not alter fee schedules for CSAs in effect at the time of the amendment.

3.1.3 Compensation may be negotiated as a not-to-exceed price on a per-project basis, on each individual CSA.

3.1.4 Invoices must reference the applicable Consultant Services Authorization number, using an invoice form approved by the Finance Director.

3.1.5 Each individual invoice shall be due and payable forty-five (45) days after receipt by the CITY of a correct, fully documented, invoice, in a form and substance

satisfactory to the CITY, with all appropriate cost substantiations attached. All invoices shall be delivered to:

City of Wauchula
ATTN: Deputy City Manager
126 S. 7th Avenue
Wauchula, FL 33873

3.1.6 In order for both parties herein to close their books and records, the CONSULTANT will clearly state "Final Invoice" on the CONSULTANT′s final/last invoice to the CITY. This certifies that all services have been properly performed and all charges and costs have been invoiced to the CITY. Since this account will thereupon be closed, the CONSULTANT waives any and other further charges not properly included on this final invoice.

3.1.7 Payment of the final invoice shall not constitute evidence of the CITY's acceptance of the work.

3.1.8 Invoices shall be accompanied by time and task records for all billable hours appearing on the invoice. Additional documents may be requested by CITY and, if so requested, shall be furnished by CONSULTANT to the Finance Director's satisfaction.

3.1.9 CONSULTANT's project manager or designated payroll officer shall, by affidavit, attest to the correctness and accuracy of time charges and requested reimbursements.

3.2 Reimbursable expenses

3.2.1 All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Agreement shall be reimbursed per the fee schedule outlined in "Exhibit B" contained herein. All requests for reimbursement of expenses must include copies of paid receipts, invoices or other documentation acceptable to the City's Finance Director. In order to be reimbursed, CONSULTANT must provide documentation sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in this Agreement or CSA.

3.2.2 Reimbursable Expenses are the actual, pre-approved, expenses incurred directly in connection with the applicable Consultant Services Authorization, and include:

Overnight Deliveries
Reproduction
Sub-Consultant
Long Distance Telephone Calls
Mileage
Travel costs
Durable goods

3.2.3 Mileage shall be reimbursed in accordance with F.S. 112.061 and CITY policy for pre-approved out-of-county travel.

3.2.4 Reimbursable Expenses, including subconsultants, shall be reimbursed at cost.

3.2.5 Pre-approved travel costs shall be reimbursed in accordance with F.S. 112.061.

3.2.6 All assets, i.e. durable goods, purchased as reimbursable expenses become the property of the CITY upon completion of the work for which the asset was utilized. All such assets must be surrendered by delivery to the City of Wauchula upon demand, termination of the Agreement, or the conclusion of the project, whichever occurs first.

3.2.7 CONSULTANT shall maintain a current inventory of all such assets, i.e., durable goods, as described in Section 3.2.6.

4.0 Insurance

4.1 General Provisions

4.1.1 Before any work commences, CONSULTANT shall, without in any way altering their liability, obtain, pay for, and maintain insurance for the coverages and amounts of coverage not less than those set forth below in Sections 4.2 through and including 4.7, and shall provide the CITY with a Certificate of Insurance and an opportunity to inspect a certified copy of each policy applicable to this Agreement. The Certificate of Insurance must name as an additional insured the City of Wauchula and all of its Officers, Agents, Employees, and City Commissioners, excluding worker's compensation and professional liability; must provide that such insurance is primary to any other insurance available to the additional insureds with respect to claims covered under the policy; and must provide that such insurance coverage applies separately to each insured against whom claims are made or suit is brought; but the inclusion of more than one insured shall not operate to increase the insurer's limit of liability. CONSULTANT shall thereafter provide the CITY an annual Certificate of Insurance satisfactory to the CITY to evidence such coverage. Such Certificates of Insurance will provide that there shall be no termination, non-renewal, modification or expiration of such coverage without thirty (30) days prior written notice to the CITY. CONSULTANT shall maintain, at all times, the minimum levels of insurance set forth below.

4.1.2 The CITY shall be named as an additional insured on all CONSULTANT policies related to the project, excluding professional liability and worker's compensation. All policies required under this section must be an "Occurrence" form. The policies shall contain a waiver of subrogation in favor of the City of Wauchula. All insurance coverage shall be written with an insurer having an A.M. Best Rating of a least the "A" category and size category of VIII.

4.1.3 The CONSULTANT's self-insured retention or deductible per line of coverage shall not exceed $25,000.00 without the permission of the CITY.

4.1.4 If there is any failure by the CONSULTANT to comply with the provisions of this section, the CITY may, at its option, on notice to the CONSULTANT, suspend the work for cause until there is full compliance.

4.1.5 CITY may, at its sole discretion, purchase such insurance at CONSULTANT's expense provided that the CITY shall have no obligation to do so and if the CITY shall do so, it shall not relieve CONSULTANT of its obligation to obtain insurance.

4.1.6 The CONSULTANT shall not be relieved of or excused from the obligation to obtain and maintain such insurance amount and coverages.

4.1.7 All CONSULTANT's sub-contractors shall be required to include CITY and CONSULTANT as additional insured on their General Liability Insurance policies.

4.1.8 In the event that subconsultants used by the CONSULTANT do not have insurance, or do not meet the insurance limits, CONSULTANT shall indemnify and hold harmless the CITY for any claim in excess of the subconsultants' insurance coverage.

4.1.9 The CONSULTANT shall not commence work under this Agreement until all insurance required as stated herein has been obtained and such insurance has been approved by the CITY.

4.2 Comprehensive Automobile Liability Insurance. $2,000,000.00 combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired, and non-owned vehicles.

4.3 Commercial General Liability. $2,000,000.00 combined single limit of liability for bodily injuries, death and property damage, and personal injury resulting from any one occurrence, including the following coverages:

4.3.1 Premises and Operations:

Broad Form Commercial General Liability Endorsement to include Blanket Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm); Personal Injury (with employment and contractual exclusions deleted); and Broad Form Property Damage coverage.

4.3.2 Independent Contractors:

Delete Exclusion relative to collapse, explosion and underground; Property Damage Hazards; Cross Liability Endorsement; and Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm)

4.4 Umbrella (Excess) Liability Insurance. Umbrella Liability with limits of not less than $2,000,000.00, exclusive of defense costs, to be in excess of all other coverages. Such coverage shall be at least as broad as the primary coverages above, with any excess umbrella layers written on a strict following form basis over the primary coverage. All such policies shall be endorsed to provide defense coverage obligations.

4.5 Professional Liability Insurance. $2,000,000.00 for design errors and omissions, exclusive of defense costs. CONSULTANT shall be required to provide continuing Professional Liability Insurance to cover each project for a period of two (2) years after the project is completed. Insurance requirements may vary depending on projects as determined by the City Manager. The CITY may require the CONSULTANT to provide a higher level of coverage for a specific project and time frame.

4.6 Performance, Payment and Other Bonds. CONSULTANT shall furnish Performance and Payment Bonds specific to each project if required and agreed to under the Consultant Service Agreement for the project.

4.7 Worker's Compensation. The CONSULTANT shall provide, pay for, and maintain worker's compensation insurance on all employees, its agents or subcontractors as required by Florida Statutes.

5.0 Standard of Care

5.1 CONSULTANT has represented to the CITY that it has the personnel and experience necessary to perform the work in a professional and workmanlike manner.

5.2 CONSULTANT shall exercise the same degree of care, skill, and diligence in the performance of the Services as is provided by a professional of like experience, knowledge and resources, under similar circumstances.

5.3 CONSULTANT shall, at no additional cost to CITY, re-perform services which fail to satisfy the foregoing standard of care or otherwise fail to meet the requirement of this Agreement.

5.4 The CONSULTANT warrants that all services shall be performed by skilled and competent personnel to the professional standards in the field.

6.0 Indemnification

6.1 General. Having considered the risks and potential liabilities that may exist during the performance of the Services and in consideration of the promises included herein, CITY and CONSULTANT agree to allocate such liabilities in accordance with this Section. The parties agree that one percent (1%) of the total compensation paid to Consultant for the services performed under this Agreement constitutes specific consideration to Consultant for the indemnification provided under this Agreement.

6.2 Indemnification.

6.2.1 CONSULTANT, to the extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to CITY), protect, and hold CITY, and its officers, employees and agents, free and harmless from and against any and all claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses, (including, without limitation, attorney's fees and costs during negotiation, through litigation and all appeals therefrom), including but not limited to, claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses arising out of or related to any actual or alleged bodily injury, sickness, illness, or death or injury or damage to any tangible property whatsoever, including the loss of use resulting therefrom, or any other damage or loss arising out of or resulting from (i) the failure of CONSULTANT to comply with applicable non-conflicting laws, rules or regulations, (ii) the breach by CONSULTANT of its obligations under this Agreement, (iii) any claim for trademark, patent or copyright infringement arising out of the scope of CONSULTANT's performance of this Agreement, or (iv) the negligent act, errors or omissions, or intentional or willful misconduct, of CONSULTANT, its sub-consultants, agents, employees and invitees; or (v) liens, claims or actions made by the consultant or any subcontractor or other party performing the work; provided, however, that CONSULTANT shall not be obligated to defend or indemnify the CITY with respect to any such claims or damages arising out of the CITY's negligence.

6.2.2 CITY review, comment and observation of the CONSULTANT's work and performance of this Agreement shall in no manner constitute a waiver of the indemnification provisions of this Agreement.

6.2.3 CONSULTANT agrees that it bears sole legal responsibility for its work and work product, and the work and work product of subconsultants and their employees, and/or for CONSULTANT's performance of this Agreement and its work product(s).

6.3 Survival. Upon completion of all Services, obligations, and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Agreement shall survive as if the Agreement were in full force and effect.

7.0 Independent Contractor

7.1 CONSULTANT undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance.

7.2 CITY shall have no right to supervise the methods used, but CITY shall have the right to observe such performance.

7.3 CONSULTANT shall work closely with CITY in performing Services under this Agreement.

7.4 The CONSULTANT shall not pledge the CITY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness and shall have no right to speak for or bind the CITY in any manner.

7.5 CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

7.6 This Agreement does not create an employer/employee relationship between the parties. The parties agree and intend that CONSULTANT is a separate and independent enterprise from the City. This Agreement shall not be construed as creating any joint employment relationship between the CONSULTANT and the City and the City will not be liable for any obligation incurred by the CONSULTANT, including but not limited to unpaid minimum wages and/or overtime, or any other obligation of CONSULTANT, whether arising under state or federal law, or contract, to CONSULTANT'S employees, subcontractors, or subvendors.

8.0 Authority to Practice

8.1 The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

9.0 Compliance with Laws, Public Records, Trade Secrets, and Publications

9.1 In performing the Services, CONSULTANT and all subconsultants understand and agree that this Master Consulting Agreement is funded in whole or in part by state and federal funds. As such, CONSULTANT and all subconsultants shall comply with all terms and conditions of the State of Florida Agreement and all federal, state, and local laws, rules, regulations, orders, codes, criteria, and standards, including but not limited to those provisions outlined in Exhibit "C" Mandatory Federal Contract Provisions.

9.2 Conflict of Interest. This Contract is subject to Chapter 112, Florida Statutes, the Conflict of Interest Procedures for State Funded Grant Programs. Accordingly, CONSULTANT acknowledges and agrees that:

(1) No member, officer, or employee of the CONSULTANT or the City, during that person's tenure or for a period of two (2) years thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

(2) CONSULTANT shall adhere to the Conflict of Interest Procedures for State Funded Grant Programs as set forth in FDOT Topic No. 375-030-006, https://pdl.fdot.gov/api/procedures/downloadProcedure/375-030-006.

9.3 Restrictions on Lobbying. CONSULTANT shall comply with the restrictions on lobbying set forth in 31 C.F.R. Part 21.

9.4 Debarment and Suspension. This Agreement is a covered transaction for purposes of 2 C.F.R. Part 180. CONSULTANT certifies that it is not listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB Guidelines at 2. C.F.R. Part 180, "Debarment and Suspension." CONSULTANT shall comply

with OMB Guidelines on Debarment and Suspension (nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (subcontracts as described in 2 C.F.R. Part 180, subpart B) that the subcontract is subject to 2 C.F.R. Part 180 and the U.S. Treasury's implementing regulations at 31 C.F.R. Part 19.

9. 5 Public Records. The parties acknowledge and agree that the City is a public agency subject to Chapter 119, Florida Statutes. To the extent CONSULTANT is a company acting on behalf of the City pursuant to Section 119.0701, Florida Statutes, CONSULTANT must comply with all public records laws in accordance with Chapter 119, Florida Statutes. In accordance with Chapter 119, Florida Statutes, CONSULTANT agrees to:

(1) Keep and maintain all records that ordinarily and necessarily would be required by the City to perform the services under this Agreement.

(2) Upon request from the City, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the costs provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(3) Ensure that public records that are exempt, or confidential and exempt, from public records disclosures are not disclosed as except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the CONSULTANT does not transfer the records to the City.

(4) Upon completion of the services under this Agreement, at no cost, either transfer to the City all public records in the CONSULTANT's possession or keep and maintain public records required by the City to perform the services. If the CONSULTANT transfers all public records to the City upon completion of the services, the CONSULTANT must destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the services under this Agreement, the CONSULTANT must meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City, in a format that is compatible with the information technology systems of the City.

(5) **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT:**

Stephanie Camacho, City Clerk
126 S 7th Ave
Wauchula, FL 33873
(863)773-3131 ext. 234
scamacho@cityofwauchula.com

If the CONSULTANT does not comply with the provisions of this section, the City will enforce the Agreement provisions in accordance herewith and may unilaterally cancel this Agreement in accordance with Florida law.

9.6 Trade Secrets and Proprietary Confidential Business Information. Documents submitted by CONSULTANT which CONSULTANT contends constitute trade secrets as defined in Sections 812.081 and 688.002, Florida Statutes, or confidential and propriety business information when held by the City as a utility owner, consistent with Section 119.0713(5), Florida Statutes, and which are clearly marked or stamped as confidential by the CONSULTANT at the time of submission to the City, will not be subject to public access. However, should a requestor of public records challenge CONSULTANT's claim of trade secret or confidential and proprietary business information, within five (5) calendar days of such challenge, CONSULTANT must provide a separate written affidavit that includes an indemnification and release guarantee, as approved by the City Attorney or designee, to the City to support its claim that the alleged trade secrets or proprietary and confidential business information actually constitutes same as defined by law. CONSULTANT must demonstrate the need for confidentiality of the documentation by showing a business advantage or opportunity to obtain an advantage would be gained if the documentation were released. Otherwise, CONSULTANT is required to timely seek a protective order in the Circuit Court of Hardee County to prevent the City's release of the requested records.

9.7 Drug Free Workplace. CONSULTANT shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 USC § 701 et seq.) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place issued by the Office of Management and Budget to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the CONSULTANT shall comply with the relevant provisions thereof, including any amendments, which are made part of this Agreement.

10.0 Subcontracting

10.1 The CITY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractor.

10.2 If a subcontractor fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by the CITY. Failure of a Subcontractor to timely or properly perform its obligations shall not relieve CONSULTANT of its obligations hereunder.

11.0 Federal and State Taxes

11.1 The CITY is exempt from Federal Tax and State Sales and Use Taxes. Upon request, the CITY will provide an exemption certificate to CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the CITY, nor shall the CONSULTANT be authorized to use the CITY's Tax Exemption Number in securing such materials.

12.0 Public Entity Crimes, Scrutinized Companies, and Anti-Trust Vendors, pursuant to Sections 287.135, 215.473, and Section 287.137, Florida Statutes.

12.1 Pursuant to Section 287.133(2)(a), Florida Statutes, CONSULTANT hereby certifies that neither it nor its affiliate(s) have been placed on the convicted vendor list following a conviction for a public entity crime. If placed on that list, CONSULTANT must notify the City immediately and may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

12.2 CONSULTANT hereby certifies that it: (a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; (b) has not been placed on the Scrutinized Companies with Activities in Sudan List nor the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and (c) has not been engaged in business operations in Cuba or Syria. If City determines that CONSULTANT has falsely certified facts under this Paragraph or if CONSULTANT is found to have been placed on the Scrutinized Companies Lists or is engaged in a boycott of Israel after the execution of this Agreement, City will have all rights and remedies to terminate this Agreement consistent with Section 287.135, Florida Statutes.

12.3 The CONSULTANT has a continuous duty, throughout the entire Term of this Agreement, and any renewal, to disclose to the City if the CONSULTANT or any of its affiliates, as defined by section 287.137(1), Fla. Stat., are placed on the Antitrust Violator Vendor List. Pursuant to section 287.137, Fla. Stat., “A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.”

13.0 CITY's Responsibilities

13.1 CITY shall be responsible for providing access to all CITY project sites and providing information in the CITY's possession that may reasonably be required by CONSULTANT, including; existing reports, studies, financial information, and other required data that are available in the files of the CITY.

14.0 Termination of Agreement

14.1 In the event of substantial failure by the CITY to perform in accordance with the terms of the Agreement through no fault of the CONSULTANT, this Agreement may be terminated by the CONSULTANT upon thirty (30) days prior written notice to the CITY.

14.2 This Agreement may be terminated by the CITY, with or without cause, immediately upon written notice to the CONSULTANT.

14.3 Unless the CONSULTANT is in breach of this Agreement, the CONSULTANT shall be paid for services rendered to the CITY's satisfaction through the date of termination.

14.4 After receipt of a Termination Notice and except as otherwise directed by the CITY, the CONSULTANT shall:

14.4.1 Stop work on the date and to the extent specified.

14.4.2 Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

14.4.3 Transfer all work in process, completed work, and other material related to the terminated work to the CITY.

14.4.4 Continue and complete all parts of the work that have not been terminated.

14.5 The CONSULTANT shall be paid for services actually rendered to the date of termination.

15.0 <u>Uncontrollable Forces (Force Majeure)</u>

15.1 Neither the CITY nor CONSULTANT shall be considered to be in default of this Agreement as a result of delays in performance or the failure to perform if such delay or failure to perform is due to Uncontrollable Forces the non-performing party could not avoid even by the exercise of reasonable diligence. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to, fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

15.2 Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied.

15.3 The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an Uncontrollable Force, give written notice to the other party

describing the circumstances and Uncontrollable Forces preventing continued performance of the obligations of this Agreement.

16.0 Governing Law, Venue, and Waiver of Jury Trial

16.1 This Agreement shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Hardee County, Florida or the United States District Court, Middle District of Florida located in Hillsborough County, Florida.

16.2 WAIVER OF JURY TRIAL. BY ENTERING INTO THIS AGREEMENT, THE CONSULTANT AND THE CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS THEY MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION ARISING OUT OF OR RELATED TO THIS AGREEMENT.

17.0 Non-Discrimination

17.1 The CONSULTANT warrants and represents that all of its employees are treated equally both during the hiring process and during employment without regard to race, color, religion, sex, gender, age, disability, marital status, veteran or service member status, political affiliation, sexual orientation, familial status, pregnancy, or national origin, and that it shall not discriminate on the basis of race, color, religion, sex, gender, age, disability, marital status, veteran or service member status, political affiliation, sexual orientation, familial status, pregnancy, or national origin in the award or performance of any subcontracts or services subcontracted to fulfill CONSULTANT's duties under this Agreement.

17.2 Discriminatory Vendor List. CONSULTANT hereby acknowledges its continuous duty to disclose to the City if CONSULTANT or any of its affiliates, as defined by Section 287.134(1)(a), Florida Statutes, has been placed on the Discriminatory Vendor List. Pursuant to Section 287.134(2)(a), Florida Statutes: "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity."

17.3 CONSULTANT shall comply with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d, et seq.), as amended, the U.S. Treasury's implementing regulations at 31 C.F.R. Part 22, and pertinent Executive Orders, directives, circulars, policies, memoranda, and/or guidance documents, which prohibit exclusion from participation in, denial of benefits of, or subjection to discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.

17.4 CONSULTANT shall comply with the provisions of Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12101, et seq.), as amended, which prohibits discrimination on the basis of disability under programs, activities, or services provided or made available by state and local governments or instrumentalities thereto.

17.5 CONSULTANT shall comply with the provisions of the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101, et seq.), as amended, and the U.S. Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.

18.0 Waiver

18.1 A waiver by either CITY or CONSULTANT of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any default or breach.

19.0 Severability

19.1 The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement.

19.2 Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.

19.3 The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

19.4 The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

20.0 Entirety of Agreement

20.1 The CITY and the CONSULTANT agree that this Agreement sets forth the entire Agreement between the parties, and that there are no promises or understandings other than those stated herein.

20.2 This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the CITY and CONSULTANT pertaining to the Services, whether written or oral.

20.3 None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties hereto.

21.0 Modification

21.1 The Agreement may not be modified unless such modifications are evidenced in writing signed by both CITY and CONSULTANT. Such modifications shall be in the form of a written Amendment executed by both parties.

22.0 Successors and Assigns

22.1 CITY and CONSULTANT each binds itself and its partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives.

22.2 CONSULTANT shall not assign this Agreement without the express written approval of the CITY by executed amendment.

22.3 In the event of a merger, the surviving corporation shall be substituted for the contracting party to this agreement and such substitution shall be affirmed by the City of Wauchula City Commission by executed amendment.

23.0 Contingent Fees

23.1 The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

24.0 Truth-In-Negotiation Certificate

24.1 Execution of this Agreement by the CONSULTANT shall act as the execution of a Truth-in-Negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the date of the Agreement.

24.2 The said rates and costs shall be adjusted to exclude any significant sums should the CITY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside

consultants. The CITY shall exercise its rights under this “Certificate" within one (1) year following payment.

25.0 Ownership of Documents

25.1 CONSULTANT shall be required to cooperate with other consultants relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, original drawings, or other information shall become the property of the CITY for its use and/or distribution as may be deemed appropriate by the CITY. CONSULTANT is not liable for any damages, injury or costs associated with the CITY use or distribution of these documents for purposes other than those originally intended by CONSULTANT.

26.0 Access and Audits

26.1 CONSULTANT shall maintain adequate records to justify all charges and costs incurred in performing the work for at least five (5) years after completion of this Agreement. The CITY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours at the CONSULTANT's place of business.

26.2 Misrepresentations of billable time or reimbursable expenses as determined by the Auditor to the City of Wauchula shall result in the recovery of any resulting overpayments. The CITY's cost of recovery shall be the sole expense of the CONSULTANT, including accounting and legal fees, court costs, and administrative expenses.

26.3 Intentional misrepresentations of billable hours and reimbursable expenses will be criminally prosecuted to the fullest extent of the law.

26.4 All invoices submitted are subject to audit and demand for refund of overpayment up to five (5) years following completion of all services related to this Agreement.

27.0 Notice

27.1 Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by Federal-Express or by Certified Mail, postage prepaid as follows:

As to City:
City of Wauchula
Attention: City Manager
126 S. 7th Avenue
Wauchula, FL 33873

As to Consultant:

27.2 Notices shall be effective when received at the addresses as specified above. Changes in the respective addresses to which such notice is to be directed shall be by written notice to the other party. Facsimile transmission is acceptable notice effective when received; however, facsimile transmissions received (i.e.; printed) after 5:00 p.m., or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

27.3 Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of CONSULTANT and CITY.

28.0 Service of Process

As to City:

Kristie Hatcher-Bolin, Esquire
GrayRobinson, P.A.
One Lake Morton Drive
Lakeland, Florida 33801

As to Consultant:

29.0 Contract Administration

29.1 Services of CONSULTANT shall be under the general direction of the City Manager, or his designee, who shall act as the CITY's representative during the term of the Agreement.

30.0 Key Personnel

30.1 CONSULTANT shall notify CITY in the event of key personnel changes, which might affect this Agreement. To the extent possible, notification shall be made in writing within ten (10) days prior to changes. CONSULTANT, at CITY's request, shall remove without consequence to the CITY any Subcontractor or employee of the CONSULTANT and replace him/her with another employee having the required skill and experience. CITY has the right to

reject proposed changes in key personnel. The following personnel shall be considered key personnel:

Name:
Name:

31.0. Annual Appropriations

31.1 CONSULTANT acknowledges that the CITY, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such agreement. Nothing herein contained shall prevent the making of agreements for a period exceeding one year, but any agreement so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the CITY's performance and obligation to pay under this agreement is contingent upon annual appropriation.

32.0 E-Verify Requirements.

Effective January 1, 2021, public and private employers, contractors, and subcontractors must require registration with, and use of the E-Verify system in order to verify the work authorization status of all newly hired employees. CONSULTANT shall:

(1) Utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by CONSULTANT during the term of the Agreement; and

(2) Expressly require all persons (including subcontractors/subvendors/subconsultants) assigned by CONSULTANT to perform work or provide services pursuant to the Agreement with the City to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by the subcontractors/subvendors/subconsultants during the term of the Agreement. CONSULTANT acknowledges and agrees that the use of the U.S. Department of Homeland Security's E-Verify System during the term of this Agreement is a condition of the Agreement with the City.

By entering this Agreement with the City, CONSULTANT becomes obligated to comply with the provisions of Section 448.095, Florida Statutes, "Employment Eligibility." This includes, but is not limited to, use of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit to CONSULTANT attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. CONSULTANT agrees to maintain a copy of such affidavit for the duration of this Agreement. Failure to comply with this section will result in the termination of this Agreement as provided in Section 448.095, Florida Statutes, and CONSULTANT may not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. CONSULTANT will also be liable for any additional costs to City incurred as a result of the termination of this

33.0 Limitation of Liability.

33.1 In no event, shall the CITY be liable to the CONSULTANT for indirect, incidental, consequential, special, exemplary, or punitive damages of any kind or nature, including loss of profit, whether foreseeable or not, arising out of or resulting from the nonperformance or breach of this contract by the CITY whether based in contract, common law, warranty, tort, strict liability, contribution, indemnity or otherwise.

(THE REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK)

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

Attest:
Stephanie Camacho
City Clerk

CITY OF WAUCHULA, a municipal corporation, organized & existing under the laws of the State of Florida

By:_____ **By:**_____
Stephanie Camacho, City Clerk **Olivia Minshew, City Manager**

Date Approved by Commission:_____

Review as to form and legal sufficiency

_____**Date**_____
Kristie Hatcher-Bolin, Esquire
City Attorney

Attest:

(COMPANY NAME)
a _____ **Corporation**

By:_____ **By:**_____
Corporate Secretary

_____ **[Print Name]**
[Print Name]
DATE:_____ **[Title]**

DATE:_____

SEAL

ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

STATE OF _____ COUNTY OF _____

The foregoing instruments was acknowledged before me this

_____ By _____

(Date) (Name of officer or agent, title of officer or agent)

on behalf of the corporation, pursuant to the powers conferred upon said officer or agent by the corporation. He/she personally appeared before me at the time of notarization, and is personally known to me or has produced

_____ as identification and did certify to have knowledge of the matters

(Type of Identification)

stated in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this _____

(Date)

_____ Commission Number _____

(Official Notary Signature and Notary Seal)

_____ Commission Expiration Date _____

(Name of Notary typed, printed or stamped)

ACKNOWLEDGEMENT OF FIRM, IF A PARTNERSHIP

STATE OF _____ COUNTY OF _____The foregoing instrument was acknowledged before me this_____By _____

(Date) (Name of acknowledging partner or agent)

on behalf of _____, a partnership. He/She personally appeared before me at the time of notarization, and is personally known to me or has produced _____ as identification and did certify to have knowledge of

(Type of Identification)

the matters in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this _____

(Date)

_____ Commission Number _____

(Official Notary Signature and Notary Seal)

_____ Commission Expiration Date _____

(Name of Notary typed, printed or stamped)

ACKNOWLEDGEMENT OF FIRM, IF AN INDIVIDUAL

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this

_____By _____

(Date) (Name of acknowledging)

who personally appeared before me at the time of notarization, and is personally known to me or has produced _____ as identification and did certify to have knowledge of

(Type of Identification)

the matters in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this _____

(Date)

_____ Commission Number _____

(Official Notary Signature and Notary Seal)

_____ Commission Expiration Date _____

(Name of Notary typed, printed or stamped)

EXHIBIT "A"
SCOPE OF WORK

Comprehensive professional airport engineering, planning, and consulting services shall be performed in connection with the Runway 36 and Taxiway Alpha Extension Project at Wauchula Municipal Airport within Hardee County, Florida, as requested by the City, as needed, and including, but not limited to:

The proposed scope of work includes project management, site environmental and over-arching NEPA assessments, topographic surveys, geotechnical testing, site assessment, and preliminary investigation to determine geological suitability; the development of engineering plans and specifications for a deep water well system suitable for potable drinking water and/or fire protection use; and coordination with relevant agencies such as the Florida Department of Environmental Protection, Southwest Florida Water Management District, Florida Department of Transportation, the Federal Aviation Administration, local Department(s) of Environmental Health, Florida Fish and Wildlife Conservation Commission, and Florida Department of State to secure all necessary permits. Additional responsibilities include preparing bidding documents and providing procurement assistance, overseeing construction through site inspections, shop drawing reviews, project and cost administration, contractor coordination, and ensuring regulatory compliance throughout the project. The project will culminate in the delivery of final as-built drawings, operations and maintenance documentation, system training, and project closeout materials. The City expects the selected firm to ensure quality assurance and effective communication throughout the duration of the project to support current and future operational needs.

ALL WORK MUST BE PERFORMED IN ACCORDANCE WITH APPLICABLE FEDERAL, STATE, AND LOCAL REGULATIONS.

EXHIBIT "B"
FEE SCHEDULE

EXHIBIT "C"
MANDATORY FEDERAL CONTRACT PROVISIONS***

Mandatory Federal Contract Provisions for Professional Services (A/E) Contracts	
Provision	**Law/Statute**
Provisions for all A/E Contracts	
Civil Rights Act of 1964, Title VI – Contractor Contractual Requirements	49 CFR part 21
Airport and Airway Improvement Act of 1982, Section 520	49 USC § 47123
Disadvantaged Business Enterprise	49 CFR part 26
Lobbying and Influencing Federal Employees	49 CFR part 20
Access to Records and Reports	49 CFR § 18.36
Breach of Contract Terms	49 CFR § 18.36
Rights to Inventions	49 CFR § 18.36
Trade Restriction Clause	49 CFR part 30
Additional Provisions for A/E Contracts Exceeding $10,000	
Termination of Contract	49 CFR § 18.36
Additional Provisions for A/E Contracts Exceeding $25,000	
Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion	49 CFR part 29

*******The FAA, along with other federal agencies, removed requirements for non-segregated facilities and EEO/affirmative action clauses following President Trump's Executive Order 14173 ("Ending Illegal Discrimination and Restoring Merit-Based Opportunity"). This order revoked the 1965 Executive Order 11246, which previously mandated these provisions, to prioritize "merit-based" hiring and reduce administrative burdens on contractors. While the specific contract clauses are removed, contractors are still obligated to comply with general anti-discrimination laws under Title VII of the Civil Rights Act. These changes were initiated through GSA Class Deviations in February 2025 to align with the new administration's policies. Additionally, The FAA, FDOT and the Florida State Attorney General have paused the Disadvantaged Business Enterprise (DBE) program established by Airports and other public entities based on the above referenced federal action. As such, the Airport's DBE program has been suspended and the goal set to 0.0% for this project.

RESOLUTION 2026-14

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WAUCHULA, FLORIDA, SETTING THE PROPOSED MILLAGE RATE FOR THE TENTATIVE BUDGET FOR THE 2026-2027 TAXING YEAR PURSUANT TO SECTION 200.065, FLORIDA STATUTES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 200.065, Florida Statutes, sets out the method of fixing millage by the governing body of a taxing authority; and

WHEREAS, Section 200.065(2)(d), Florida Statutes, requires the City Commission (hereinafter the "Commission") of the City of Wauchula, Florida, (hereinafter the "City") to compute the millage rate to be levied in relation to the "rolled-back rate" computed pursuant to Section 200.065(1), Florida Statutes; and

WHEREAS, the "rolled-back rate" for the City computed by the Hardee County Property Appraiser pursuant to Section 200.065(1), Florida Statutes is 5.8318 mills; and

WHEREAS, the Commission of the City must set the proposed millage rate to be used in computing the amount of ad valorem taxed to be raised to fund the tentative budget; and

WHEREAS, the Commission of the City published notice of and held a public hearing on Monday, July 13, 2026 at 6:00 p.m. on the proposed millage rate, and adopted said proposed millage rate of 5.8318, which is equal to the "rolled-back rate".

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

Section 1. Pursuant to Section 200.065, Florida Statutes, the Commission of the City sets the proposed millage rate at 5.8318 for the purpose of adopting a tentative Budget for the City for the taxing year 2026-2027.

Section 2. That this Resolution shall become effective immediately upon approval by the Commission.

On Motion of Commissioner_____, seconded by Commissioner, _____the above resolution was introduced and approved by the City Commission of the City of Wauchula, Florida, on the 13th day of July, 2026.

(SEAL)

ATTEST:

_____

Stephanie Camacho
City Clerk

CITY OF WAUCHULA

By: _____

Richard Keith Nadaskay, Jr.,
Mayor

APPROVED AS TO FORM:

By: _____

Kristie Hatcher-Bolin,
City Attorney

RESOLUTION 2026-13

A RESOLUTION ADOPTED BY THE CITY COMMISSION OF THE CITY OF WAUCHULA, FLORIDA PROVIDING FOR THE APPROVAL OF A VARIANCE OF SECTION 2.02.01(C) OF THE UNIFIED LAND DEVELOPMENT CODE PURSUANT TO THE TERMS OF SECTION 7.10.00 OF THE UNIFIED LAND DEVELOPMENT CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, under the Unified Land Development Code ("ULDC") of the City of Wauchula, Florida (the "City"), there are certain setback distances for structures within the City; and

WHEREAS, Section 2.02.01(C) sets forth a 30-foot rear setback requirement for structures that are located in HC-1 (Historic Commercial) zoning districts; and

WHEREAS, the Hardee County Industrial Development Authority, the owner of real property located at 217 W Palmetto Street and 120 N 8th Avenue, Wauchula, Florida, desires to construct eight townhomes within the required 30-foot rear setback for an HC-1 zoned property; and

Whereas, the Hardee County Industrial Development Authority has applied for a variance from the minimum 30-foot rear setback to allow the townhomes to sit approximately 25 feet from the eastern property line; and

Whereas, in the exercise of its authority, the City Commission (the "Commission") of the City of Wauchula determined that it is in the best interest of the public health, safety and general welfare of the City and its residents to grant the variance requested by the Hardee County Industrial Development Authority.

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

1. The City Commission of the City of Wauchula sitting as the Board of Adjustments and Appeals, after public notice being given as required by Section 8.06.00, ULDC, finds as follows:

(A) Special conditions and circumstances exist that are peculiar to the land or structure involved and that are not applicable to other lands or structures in the same land use classification.

(B) The special conditions and circumstances do not result from the actions of the applicant.

(C) The requested variance, if approved, will not confer on the applicant any special privilege that is denied by the provisions of this Code to other lands or structures in the same land use classification.

(D) Literal interpretation of the provisions of this Code would deprive the applicant of rights commonly enjoyed by other properties in the identical land use classification and will constitute an unnecessary and undue hardship on the applicant.

(E) That the variance granted is the minimum variance that will make possible a reasonable use of the land or structure.

(F) That the granting of the variance will be in harmony with the general intent of this Code, and that such variance will not be injurious to the area involved or otherwise detrimental to the public welfare.

2. Based upon the above-described findings, the requested rear setback variance from 30 feet to approximately 25 feet as otherwise required in Section 2.02.01(C), ULDC, is approved, pursuant to Section 7.10.00 of the ULDC.

3. That this resolution shall take effect immediately upon its approval.

On Motion of Commissioner _____, seconded by Commissioner _____, the above resolution was introduced and approved by the City Commission of the City of Wauchula, Florida, on the _____ day of _____, 2026.

(SEAL)

ATTEST: CITY OF WAUCHULA

_____ By: _____
Stephanie Camacho, City Clerk Richard Keith Nadaskay, Jr., Mayor

APPROVED AS TO FORM:

By: _____
Kristie Hatcher-Bolin, City Attorney

126 S. 7th AVENUE
WAUCHULA, FL 33873

PHONE (863) 773-9193
FAX (863) 773-0436

July 13, 2026

To: City Commission

From: Kyle Long, Community Development Director

RE: 217 W Palmetto Street and 120 N 8th Avenue
Parcel # 04-34-25-0260-00016-001B and 04-34-25-0260-00016-0004
Variance request to allow structure within required 30-foot rear setback

This report is being made to provide further guidance to the City Commission regarding the above referenced request made by the Hardee County Industrial Development Authority.

The applicant, the Hardee County Industrial Development Authority, proposes to construct a new parking lot on the property located east of 217 W. Palmetto Street and 120 N. 8th Avenue. In conjunction with this project, the applicant, intends to sell the property located west of the proposed parking lot for the development of townhomes.

The subject property is zoned HC-1 (Historic/Downtown Commercial), which requires a minimum front and side setback of 0 feet and a minimum rear setback of 30 feet. To facilitate the proposed townhome development, the applicant is requesting a variance to reduce the required rear setback from 30 feet to 25 feet, allowing the buildings to encroach 5 feet into the required rear setback. Approval of the variance would provide the flexibility necessary to accommodate the proposed site layout while maintaining consistency with the overall development plan.

As shown on the submitted site plan, the building will sit approximately 25 feet from the proposed rear property line.

A variance may be granted if the Board determines that the request is not contrary to the to the public interest and the intent of this Code, and that strict enforcement of the regulation in question would create an undue and unnecessary hardship for the applicant. Considerations of health, convenience, or economics shall not be considered as justification for a variance. For each variance granted, shall be based on the following criteria:

(A) Special conditions and circumstances exist that are peculiar to the land or structure involved and that are not applicable to other lands or structures in the same land use classification.

(B) The special conditions and circumstances do not result from the actions of the Applicant.

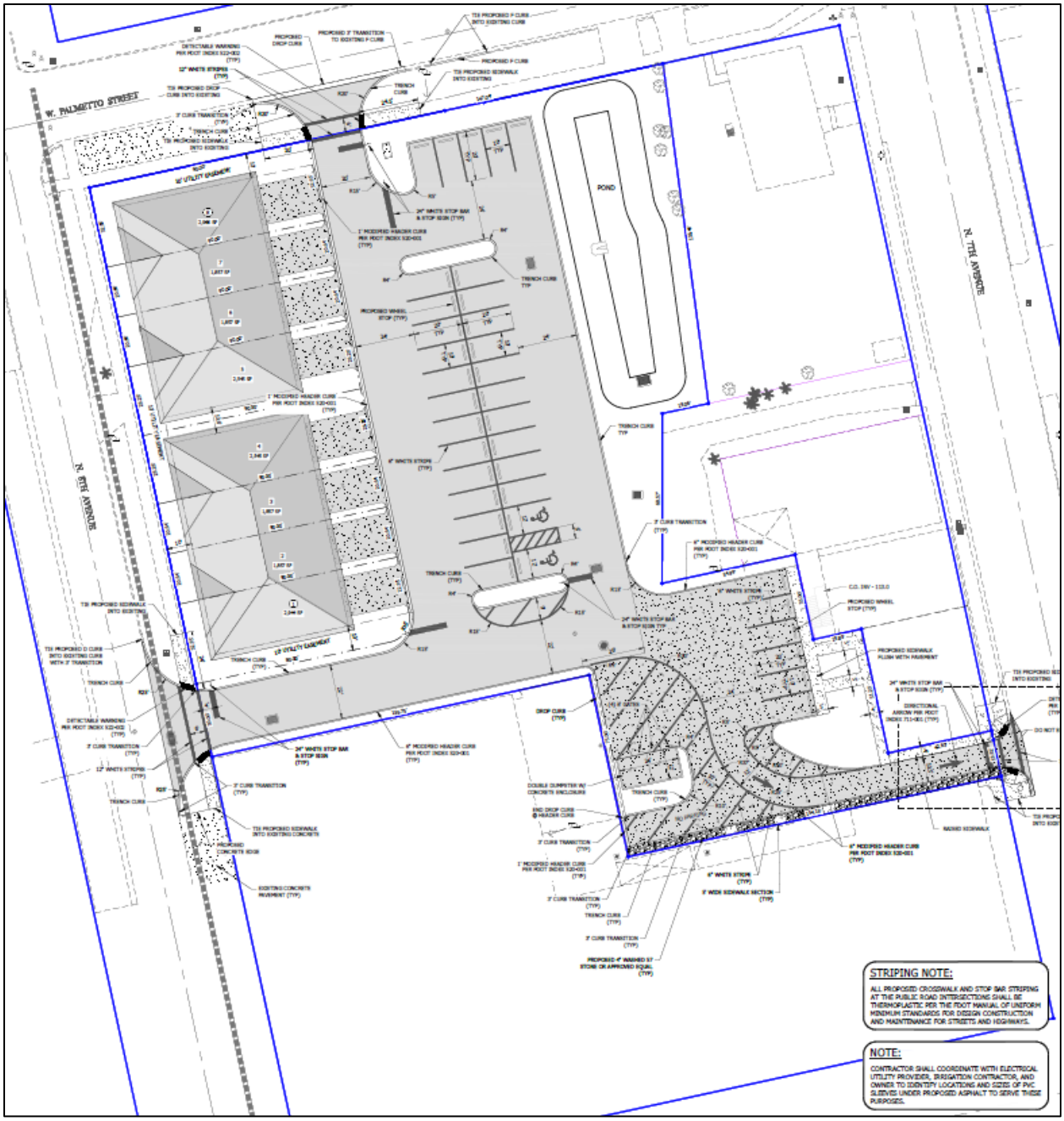
(C) The requested variance, if approved, will not confer on the applicant any special privilege that is denied by the provisions of this Code to other lands or structures in the same land use classification.

(D) Literal interpretation of the provisions of this Code would deprive the applicant of rights commonly enjoyed by other properties in the identical land use classification and will constitute an unnecessary and undue hardship on the applicant.

(E) That the variance granted is the minimum variance that will make possible a reasonable use of the land or structure.

(F) That the granting of the variance will be in harmony with the general intent of this Code, and that such variance will not be injurious to the area involved or otherwise detrimental to the public welfare.

The City Commission will need to review the criteria listed above and determine whether or not this request meets those considerations. Once granted, the variance shall run with the land. Staff recommends approval.


W. PALMETTO STREET
N. 7TH AVENUE
POND
STRIPING NOTE:
ALL PROPOSED CROSSWALK AND STOP BAR STRIPING AT THE PUBLIC ROAD INTERSECTIONS SHALL BE THERMOPLASTIC PER THE FDOT MANUAL OF UNIFORM MINIMUM STANDARDS FOR DESIGN CONSTRUCTION AND MAINTENANCE FOR STREETS AND HIGHWAYS.
NOTE:
CONTRACTOR SHALL COORDINATE WITH ELECTRICAL UTILITY PROVIDER, IRRIGATION CONTRACTOR, AND OWNER TO IDENTIFY LOCATIONS AND SIZES OF PVC SLEEVES UNDER PROPOSED ASPHALT TO SERVE THESE PURPOSES.

ROTATING BEACON AND TOWER



WAUCHULA MUNICIPAL AIRPORT

WAUCHULA, FLORIDA

PROJECT MANUAL

FOR BIDDING ONLY

JULY 2026

Prepared for

CITY OF WAUCHULA

Prepared for

AVCON, INC.
5555 E. Michigan Street, Suite 200
Orlando, FL 32822
407.599.1122
407.599.1133
www.avconinc.com
2025.0052.02

FDOT FPN #456437-1

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REFERENCE SPECIFICATIONS: The following FAA Advisory Circular(s) are not included in the Project Manual, but form a part of the executed contract by reference. FAA Advisory Circulars may be downloaded from www.faa.gov.

Operational Safety on Airports During Construction 150-5370-2G

CONTRACT FORMS

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ADVERTISEMENT

LOCATION: **WAUCHULA MUNICIPAL AIRPORT**
WAUCHULA, FLORIDA

PROJECT: **ROTATING BEACON AND TOWER**
FDOT FPN 456437-1

1. DESCRIPTION OF WORK

The work identified in the Advertisement for Bids consists of Airport Construction to be performed by qualified contractors as follows:

ROTATING BEACON AND TOWER

Construct a new FAA-certified Rotating Airport Beacon including but not limited to structural support foundation, tower, beacon head, obstruction lights, control, connections, grounding, detection tape, conduit, counterpoise, electrical and civil site work, equipment, labor, parts, delivery, testing, training and support, close-out/as-built documentation, and warranties, etc., as specified.

… pursuant to all local and state laws, and codes, and Florida Department of Transportation rules and regulations. The engineer has\will obtain FAA and SWFWMD permits prior to Notice to Proceed.

2. No pre-bid conference will be held. See below for procedures on site visits and questions.

3. SEALED BIDS will be received by the City of Wauchula, Florida, at the City Municipal Building, 126 South 7th Avenue, Wauchula, Florida, 33873 on **Tuesday, August 11, 2026 until 2:00 PM (Local Time)**.

   The Owner reserves the right to hold all bids for a maximum period of 180 calendar days prior to awarding the contract or rejecting all bids.

4. At the time mentioned above, bidding will be closed and those proposals received will be publicly opened and read aloud in the Office.

5. All proposals shall be submitted on the forms furnished by the Owner. Submit one (1) original and one (1) hardcopy, together with a USB drive, CD, or DVD with a scan of your entire signed complete bid price proposal, by the closing date and time in a sealed envelope with the bid title, and FDOT FPN number clearly marked on the outside of the envelope. Bids received after the closing date and time will not be considered and will be returned to the bidder. Each proposal submitted shall be placed with all required attachments in a sealed envelope, and this envelope shall in turn be placed in a 9 x 12-inch envelope. Both envelopes must be sealed and marked as follows:

   Bids for the Project: **ROTATING BEACON AND TOWER**
   FDOT FPN 456437-1
   Wauchula Municipal Airport

Wauchula, Florida
To Be Opened: Tuesday, August 11, 2026 – 2:00PM

Firm Submitting Bid: _____

6. On and after **Monday, July 13, 2026**, Bid Documents will be available electronically and may be obtained by contacting AVCON/Sue Finney, email: sfinney@avconinc.com. **Bidders must be registered through AVCON, Inc. to be eligible to submit a Bid for the project.** A complete examination of the site and understanding of the drawings and specifications contained in the Bid Documents is necessary in order for the Bidder to properly submit a Bid. The Bid Documents also include a detailed set of Instructions to Bidders. All Bids shall be prepared in accordance with the Instructions to Bidders. The failure to comply with any requirement contained in the Bid Documents may result in the rejection of the Bid as non- responsive or a finding that the Bidder is not qualified for this Project.

7. Any questions related to this Project shall be submitted no later than **Tuesday, August 4, 2026, at 5:00 pm local time** in writing only via letter, fax, or email, to AVCON, Inc. 5555 East Michigan Street, Suite 200, Orlando, Florida 32822. Attention: Sue Finney, email sfinney@avconinc.com, Fax 407-599-1133. Copies of written responses will be provided to all prospective Bidders **who are registered with AVCON** via the Addendum process. **Do not contact the City or Airport with questions.** The final Addendum will be issued not later than **Thursday August 6, 2026, 5 pm Eastern**, as necessary.

8. A certified check, drawn upon a state or national bank, or a bid bond issued by a corporate Surety licensed to conduct business in the State of Florida, in a sum not less than five percent (5%) of the total amount bid, made payable to the City of Wauchula, Florida is required with each bid.

9. A Performance Bond for an amount not less than 100% of the bid price and a Payment Bond for an amount not less than 100% of the bid price will be required from the selected bidder at the time he/she enters into a contract with the City. The contractor must carry the required insurances in accordance with the bid documents.

10. The apparent low bidder will be announced based on the Total Bid Price equaling the addition of all the Bid Schedules and Alternates (if any). The contract will be awarded to a successful bidder based on a review of all bids received on all bid schedules and alternates in accordance with the contract documents. Bid Schedules or Alternates may or may not be awarded depending upon the available grant funds. The Owner reserves the right to award any combination of Bid Schedules/Alternates, or to reject all Bid Schedules/Alternates, or to reject any combination of Bid Schedules/Alternates, which are most advantageous to the Owner, price and all other factors considered, and as specified in accordance with the Contract Documents. The apparent low bidder, therefore, may not be the successful bidder, depending on the actual Bid Schedules and/or Alternates awarded.

11. The Contract is subject to the State E-Verify requirements. On January 4, 2011, Governor Rick Scott signed Executive Order Number 11-02, which requires state agencies to require use of the Department of Homeland Security's E-Verify system to verify employment eligibility of employees to work in the United States. The E-Verify requirement is mandated

to be included in this Contract for the Contractor's and subcontractor's employees. Therefore, the Contractor agrees to use the E-Verify system and provide such compliance information as may be required by the City and/or the State of Florida.

12. Liquidated damages for delay in completion of the contract will be in accordance with the Contract Documents.

13. Bids must be submitted on an exact reproduction of the bid forms supplied, indicating any addenda which may be issued, in sealed envelopes and Description(s) in bold as specified above.

14. Bidders shall submit a general one-year project warranty certificate on workmanship and labor, in addition to any product, equipment, and/or materials-specific manufacturer's warranties prior to final payment.

15. After bidding, but prior to award of a contract, the successful bidder will be required to provide a detailed Schedule of Values for all vertical construction items based on Divisional specifications in the provided bid documents, and upon which the Total Bid Price has been based, for inspection by the Owner and Owner's Representatives. This is in addition to any other information required by the contract documents prior to award. The Schedule of Values shall be first broken into the Bid Schedules and Alternates (if any) main pay items. The Schedule of Values shall subsequently list all detailed line items for all of the construction components of the project with the associated dollar value the contractor has assigned to the line item and generally based on the specifications. The Owner and Owner's Representatives shall examine the Schedule of Values, and it shall be subject to their approval prior to award of the contract. The successful bidder shall provide as much detail as necessary for the Owner and Owner's Representatives to adequately evaluate the Schedule of Values, in the Owner's sole opinion. Subsequent pay applications by the Contractor will be based on a percentage of completion of the individual line items as completed and verified by the Owner. Such line items will also be used for inspection verification of quantities for payment.

16. The FAA, along with other federal agencies, removed requirements for non-segregated facilities and EEO/affirmative action clauses following President Trump's Executive Order 14173 ("Ending Illegal Discrimination and Restoring Merit-Based Opportunity"). This order revoked the 1965 Executive Order 11246, which previously mandated these provisions, to prioritize "merit-based" hiring and reduce administrative burdens on contractors. While the specific contract clauses are removed, contractors are still obligated to comply with general anti-discrimination laws under Title VII of the Civil Rights Act. These changes were initiated through GSA Class Deviations in February 2025 to align with the new administration's policies.

17. The FAA, FDOT and the Florida State Attorney General have paused the Disadvantaged Business Enterprise (DBE) program established by Airports and other public entities based on the above referenced federal action. As such, the Airport's DBE program has been suspended and the goal set to 0.0% for this project. See Appendix IIA for more information.

18. Site visits may be scheduled during the bidding period by contacting the Airport Manager prior to bidding and a minimum 48 hours in advance. It will be the responsibility of the contractor to provide transportation for any site visit.

19. The proposed contract is subject to the Buy American provisions under Section 9129 of the Aviation Safety and Capacity Expansion Act of 1990 and Title 49 U.S.C., Chapter 501. Details of such requirements are contained in the Contract Documents. The Contract is subject to the regulations and orders of the Secretary of Labor, OFCCP and FAR 152.61 and requires notices numbered (1) through (4), which can be found in the Contract Documents.

CITY OF WAUCHULA, FLORIDA

BY_____
Mr. John Eason, Deputy City Manager

INSTRUCTIONS TO BIDDERS

1. DESCRIPTION OF WORK

The work identified in the Advertisement for Bids consists of Airport Construction to be performed by qualified contractors as follows:

ROTATING BEACON AND TOWER

Construct a new FAA-certified Rotating Airport Beacon including but not limited to structural support foundation, tower, beacon head, obstruction lights, control, connections, grounding, detection tape, conduit, counterpoise, electrical and civil site work, equipment, labor, parts, delivery, testing, training and support, close-out/as-built documentation, and warranties, etc., as specified.

… pursuant to all local and state laws, and codes, and Florida Department of Transportation rules and regulations. The engineer has\will obtain FAA and SWFWMD permits prior to Notice to Proceed.

EXAMINATION OF PLANS, SPECIFICATIONS, SITE AND OTHER PROVISIONS

The following information is furnished in addition to and not in conflict with "General Provisions,"* Section 20, paragraph 20-06.

The Bidder is required to examine carefully the site of the Work and the Drawings, Specifications and other Contract Documents for the work contemplated at the Wauchula Municipal Airport, Wauchula, Florida. By submitting a Bid, the Bidder represents to the Owner that it has investigated and is fully informed of the conditions to be encountered, of the character, quality and quantities of Work to be performed and materials to be furnished and of all the requirements of the Plans, Specifications and other Contract Documents. A complete listing of the plan sheets may be found in **Volume 3 – Construction Plans.**

*** "General Provisions" referenced in this Contract Document is provided in Volume 2 "Technical Specifications."**

2.1 SILENCE OF SPECIFICATIONS

The apparent silence of this specification and any supplemental specifications attached to the project manual as to any details or the omission from same of any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship is to be first quality. All interpretations of these specifications shall be made upon the basis of this statement.

2.2 CONFLICT OF INTEREST

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All Bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the City or any of its agencies. Further, all Bidders must disclose the name of any City employee or volunteer working at the behest of the City, who owns, directly or indirectly, any interest of any amount in the Bidder’s firm or any of its branches.

2.3 GENERAL SAFETY STANDARDS

Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with all applicable requirements of the Occupational Safety and Health Act (OSHA) and carry evidence of all applicable Underwriters Laboratories (UL) listings. All work in and around Airport property shall conform to the Site and Safety Plan(s) and notes portions of the drawings, as well as FAA AC 150/5370-2 (latest edition), which is available on the world-wide web at www.faa.gov, if not attached to the project manual.

2.4 MEETS SPECIFICATIONS

All equipment, accessories, and fabricated assemblies furnished under these specifications shall be new, the latest model in current production, and shall be of good quality workmanship and materials. The Bidder represents that all equipment, accessories, and fabricated assemblies shall meet or exceed the minimum requirements specified. Delivery, inspection, testing, labeling, and installation specifications per the manufacturer's recommendations shall be strictly adhered to.

2.5 QUALITY ASSURANCE VERSUS QUALITY CONTROL

The Bidder will provide complete Quality Control testing, inspection, and daily supervision to satisfy itself that all constructed items as specified and bid conform to the contract documents and manufacturer's recommendations and requirements. All equipment, accessories, materials, fabricated assemblies, and any other products used on the project shall be tested and inspected according to the manufacturer's recommendations, the specifications, ASTM standards, and/or UL requirements. See other sections of the project manual for more detail on quality control and quality control programs.

The Owner or Owner's representative will provide Quality Assurance (also known as Quality Acceptance) testing at its discretion to assure itself that the project items are being constructed as represented by the Bidder. The Bidder will notify the Owner's Representative when it is ready for Quality Assurance testing by the Owner for each stage of construction, for each separate item to be constructed and tested according to the Technical Specifications, whether the specifications are performance in nature or not. The Bidder shall not proceed to cover up, backfill, or start (as applicable) the item in question until the Owner or Owner's Representatives have been first notified that the item is ready for QA testing (if testing is required by the specifications). The Owner or Owner's Representative will avail itself of the necessity of QA testing for its own purposes and notify the Bidder that it may or may not proceed. The Bidder will pay for all failing tests, operations, and remedies necessary to bring the item(s) up to the specification's standards.

2.6 MANUFACTURER'S NAMES AND APPROVED EQUIVALENTS

Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification, with or without the words "or approved equal" or "or approved equivalent", shall be interpreted as determining a standard of quality and shall not be construed as limiting of competition.

2.7 SAMPLES

Samples of items, when called for, must be furnished free of expense and may upon request, be returned at the Bidder's expense. Each individual sample must be labeled with the Bidder's name, manufacturer's brand name and number, bid number, and item reference. Samples of successful Bidders' items may remain on file with the City for the term of the contract. Requests for return of samples shall be accompanied by instructions which include shipping authorization and name of carrier and must be received within ninety (90) calendar days after bid opening date. If instructions are not received within this time, the commodities shall be retained by the City indefinitely.

3. REGULAR CONSTRUCTION MEETINGS

The Contractor shall provide a designated superintendent to be available at all times and shall attend a regular construction meeting held at the airport. The specific location, dates, and times shall be determined at the Pre-Construction Conference. The Contractor shall be represented by the superintendent and shall be knowledgeable of the day to day construction activities. The Contractor shall submit at the meetings an anticipated schedule of work for the following meeting. The Contractor's superintendent shall be on-site daily during the actual construction period.

4. RECORD DRAWINGS

Record drawings shall be submitted by the Contractor within five (5) working days of the last working day of the contract. Record drawings shall be performed by a licensed surveyor in the state in which the work is being performed. The record drawings shall meet all guidelines established in Section 1A, paragraph 60-09 of the Technical Specifications. Failure to submit record drawings to the engineer in the time specified above will delay final payment to the Contractor.

5. OBLIGATION OF BIDDERS

The Bidder must inform itself fully of the construction and labor conditions under which the Work is to be performed. The Bidder shall not be relieved of its obligation to furnish all material, equipment and labor necessary to carry out the provisions of the Contract Documents and to complete the contemplated Work for the consideration set forth in its Bid by reason and having failed to inform itself with respect to those matters.

6. ADDENDA - CHANGES WHILE BIDDING

No interpretation of the Plans, Specifications or other Contract Documents or correction of any apparent ambiguity, inconsistency or error therein, will be made orally to any Bidder. Every request for such interpretation or corrections must be made in writing, addressed to the Engineer, AVCON, Inc., 5555 E. Michigan Street, Suite #200, Orlando, Florida 32822, and must be received at least seven (7) calendar days prior to the date fixed for the opening of Bids in order to be given consideration. All such interpretations, corrections and supplemental instructions will be in the form of written Addenda to the Contract Documents which, if issued, will be mailed, emailed, sent by facsimile, or delivered by a reputable courier/delivery service to all prospective Bidders (to the address furnished to the Owner by the prospective Bidder for such purposes) not later than 24 hours prior to the date fixed for the opening of Bids. If the Bidder fails to acknowledge receipt of any such Addendum in the space provided in the Bid Form, its Bid will nevertheless be construed as though the Addendum had been received and acknowledged, and the submission of its Bid will constitute acknowledgment of the receipt of the same.

Only the interpretation or correction so given by the Engineer in writing shall be binding, and prospective Bidders are warned that no other source is authorized to give information concerning, or to explain or interpret, the Contract Documents.

7. PREPARATION OF PROPOSAL

The following information is furnished in addition to and not in conflict with General Provision, Section 20, paragraph 20-7.

Bids shall be submitted on a reproduced copy of the attached Bid Form and shall include the following:

1. Statement of Bidder's Qualifications (Section SBQ 1-2) and any attachments
2. Bid Form (Section BF 1-8)
3. Tax Delinquency\Felony Convictions Certification (Section TD -1 -2)
4. Sworn Statement on Public Entity Crimes (Section SS 1-3)
5. Required Bid Guarantee (Section BB 1-2)
6. Proof of Insurances
7. Powers of Attorney

All blank spaces in the Bid Form shall be completed legibly and correctly in ink. The Bidder shall specify the Total Bid Price for the entire Work described in the Contract Documents.

If the Bid is made by an individual, it must be signed in the name of the individual and identify the individual's post office address and the name and address of every person interested in the Bid as principal. If the Bid is made by a firm or partnership, its name and address must be stated, together with the name and address of each member of the firm, or partnership. If the Bid is made by a Corporation, the Bid must be signed by an authorized officer or agent, on behalf of the Corporation and the corporate seal must be affixed thereto. The officer or agent must also prove the state in which the Corporation is incorporated, the names and business addresses of the President, Secretary, and Treasurer, evidence that the Corporation is in good standing in its state of incorporation and in Florida, and evidence that the Corporation has registered with the Secretary of State of the State of Florida, as a foreign corporation for doing business in the State of Florida.

8. BID GUARANTY

Each Bid shall be accompanied by a Bid Guaranty in the form of a cashiers' check made payable to the Owner or a Bid Bond in the form contained in the Contract Documents, duly executed by the Bidder as Principal having a Surety thereon a surety company fulfilling the qualifications described in Paragraph entitled "Guaranty of Faithful Performance and Payment". The Bid Bond shall be written through a licensed Florida agency on behalf of a surety company licensed to do business in the State of Florida. The Bid Guaranty shall be in the amount not less than five percent (5%) of the amount of the Total Bid Price. The cashier's check, or Bid Bond shall be submitted with the understanding that it shall guarantee that the Bidder will not withdraw the Bid for a period of one hundred twenty (120) days after the time and date fixed for the opening of Bids, **that if the Bidder is provided with a Notice of Intent to Award the Contract, the Bidder will enter into a formal Contract with the Owner in the form contained in the Contract Documents, that the Bidder will supply evidence of the authority of the person executing the Contract and Bonds to do so, that the required Contract Bonds, Certificates of Insurance, certifications and submissions will be provided on the same day the contract is executed,** given, that all other Contract Documents will be executed in the form provided therein. If any of the foregoing

requirements are not met, the Owner shall be entitled to the full amount of the Bid Guaranty as damages to the Owner resulting from the Bidder's failure to meet those requirements. Cashier's checks or Bid Bonds will be returned to all except the three apparent low, qualified, responsible, responsive Bidders within ten (10) days after the opening of Bids, and the remaining cashier's checks or Bid Bonds will be returned within three (3) days after the Owner and successful Bidder have executed the Contract Documents required by the owner for the Work. Cash will not be accepted as a Bid Guaranty.

9. DELIVERY OF PROPOSALS

The following information is furnished in addition to and not in conflict with General Provision, Section 20, paragraph 20-10.

All proposals shall be submitted in sealed envelopes bearing on the outside the name of the Bidder, the Bidder's address, the name of the Project for which the Proposal is submitted, and the time and date fixed for the opening of Proposals. The Bid Guaranty specified in Paragraph 10 above, recognition of addendum, shall be enclosed in the sealed envelope with the Bid. The Bid shall be delivered by hand, by registered mail, or by overnight package service to the **City of Wauchula, 126 South 7th Avenue, Wauchula, FL 33873 (see Page ADV-1)**. Bids submitted by facsimile transmission will not be accepted. Proposals received after the time and date specified in the Advertisement for Proposals will not be considered, but will be returned unopened.

10. WITHDRAWAL OR REVISION OF PROPOSALS

A bidder may withdraw or revise his proposal in accordance with General Provision, Section 20, paragraph 20-11 reproduced as follows:

> *A bidder may withdraw or revise (by withdrawal of one proposal and submission of another) a proposal provided that the bidder's request for withdrawal is received by the owner in writing or by telegram before the time specified for opening bids. Revised proposals must be received at the place specified in the advertisement before the time specified for opening all bids.*

11. DISQUALIFICATION OF BIDDERS

General Provision, Section 20, paragraph 20-13 (a-c) is reproduced here for clarity with subparagraphs "d", "e", and "f" added as additional reasons for disqualifications.

20-13 DISQUALIFICATION OF BIDDERS. A bidder shall be considered disqualified for any of the following reasons:

a. Submitting more than one proposal from the same partnership, firm, or corporation under the same or different name.

b. Evidence of collusion among bidders. Bidders participating in such collusion shall be disqualified as bidders for any future work of the owner until any such participating bidder has been reinstated by the owner as a qualified bidder.

c. If the bidder is considered to be in "default" for any reason specified in the subsection titled ISSUANCE OF PROPOSAL FORMS of this section.

d. Work for which the Bidder is committed by contract, which, in the Owner's judgment and sole discretion, might hinder or prevent the prompt completion of the Work under this contract if awarded to the Bidder;

e. Being behind on the approved completion schedule for any existing contracts with the Owner, in litigation with the owner or having defaulted on a previous contract with the Owner;

f. Any other cause which, in the Owner's judgment and sole discretion, is sufficient to justify disqualification of a Bidder or the rejection of its Bid.

12. REJECTION OF IRREGULAR PROPOSALS

The following information is furnished in addition to and not in conflict with General Provision, Section 20, paragraph 20-08.

Bids will be considered irregular and may be rejected if they show omissions, alterations of form, additions not called for, conditions, limitations, unauthorized alternate bids or other irregularities of any kind.

The owner shall have the right to waive any informalities or irregularities of Bids, or to reject any or all Bids.

13. NOTICE OF INTENT TO AWARD CONTRACT

Unless all Bids are rejected, a Notice of Intent to Award the Contract will be provided to the qualified, responsible Bidder whose Bid is responsive to the invitation and is most advantageous to the Owner, price and other factors considered.

If a conflict exists between the words and numerals of each Bid amount, the words shall govern.

14. GUARANTY OF FAITHFUL PERFORMANCE AND PAYMENT

The following information is furnished in addition to and not in conflict with General Provision, Section 30, paragraph 30-05.

a. A Performance Bond and a Payment Bond satisfactory to the Owner and in the form attached hereto, each in an initial amount of not less than the Total Contract Price, will be required of the successful Bidder for, among others, the following purposes:

1. To guarantee faithful performance of the requirements of the Contract Documents, including all applicable warranties.

2. To guarantee the payment of all labor, materials, or supplies used directly or indirectly in the prosecution of the Work provided for in the Contract.

The Penal Sum of the Performance Bond and the Payment Bond shall be increased or decreased during the course of the Work in the event that modifications, change orders or addenda increase or decrease the Total Contract Price so that the Penal Sum of each bond shall be in an amount equal to the completed Contract Price at the completion of the Work.

b. The Bonds shall be exactly in the forms contained in the Contract Documents, and written through a licensed Florida agency on behalf of a surety company licensed to do business in the State of Florida, meeting the following requirements:

1. Qualification - Management and Strength: The Surety must be rated no less than "A" as to management and no less than XII as to strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Post Office Box 1107, Summit, New Jersey 07901.

2. Qualification – Federal Project Approval: The Surety company executing the Bonds shall be on the current list of the U.S. Treasury Department as being approved by and for writing bonds for Federal projects in the amount not less than the Penal Sum of the bonds provided to the Owner.

3. Bonds shall be on the current list of the U.S. Treasury Department as being approved by and for writing bonds for Federal projects in the amount not less than the Penal Sum of the bonds provided to the Owner.

4. Bonding Limit - Any One Risk: The bonding limit of the Sureties shall not exceed five percent (5%) of the policy holder surplus (capital and surplus) as listed by the aforementioned Best's Insurance Guide.

The completed Bonds shall be delivered to the Owner with the executed Contract as required hereinafter in these Instructions to bidders, at the same time the executed contract is delivered.

Provisions for liquidated damages are provided in the Bid Form and Contract Documents.

15. POWER OF ATTORNEY AND COUNTERSIGNATURE

Attorneys-in-fact who sign Bid Bonds, Performance Bonds and Payment Bonds, must file with such Bonds a certified copy of their power-of-attorney to sign the bonds. All bonds must be countersigned by a resident Florida agent of the Surety, with proof of agency attached.

16. EXECUTION OF CONTRACT

The following information is furnished in addition to and not in conflict with General Provision, Section 30, paragraph 30-06.

The Bidder who received a Notice of Intent to Award the Contract shall, execute and deliver to the Owner the Contract Agreement, the completed Bonds listed above, satisfactory evidence of all required insurance coverage, and shall prove satisfactorily to the Owner of the authority of the person or persons executing the Contract Agreement and the Performance Bond and the Payment Bond on behalf of the Bidder. The above documents must be furnished, executed and delivered before the Contract Documents will be executed by the Owner. The Contract shall not be binding upon the Owner until it has been executed and approved by the Owner, and a copy of the fully executed Contract Documents is delivered to the Contractor. The Owner shall have the right to rescind its Notice of Intent to Award without liability, except for the return of the Bid Guaranty to the

Bidder, at any time before the Contract Documents have been fully executed by all parties and delivered to the Contractor.

17. FAILURE TO EXECUTE CONTRACT - BID GUARANTY FORFEITED

The following information is furnished in addition to and not in conflict with General Provision, Section 30, paragraph 30-08. If the Bidder receiving a Notice of Intent to Award the Contract fails to execute and deliver to the Owner the Contract Agreement, the completed Bonds listed in Paragraph 16 above, the required evidences of insurance coverage, and the evidence of authority to execute required in Paragraph 17 above, the Owner may elect to rescind the Notice of Intent to Award and shall be entitled to the full amount of the Bid Guaranty, not as a penalty, but in liquidation of and compensation for damages sustained. A Notice of Intent to Award may then be provided to the next most qualified, responsible Bidder whose Bid is responsive to the invitation and is most advantageous to the Owner, price and other factors considered. Otherwise, all Bids may be rejected.

18. NOTICE AND SERVICE THEREOF

All notices given by the Owner or the Engineer, under the provisions of the Contract Documents, shall be in writing and service of same may be by either of the following methods:

a. By delivery of the notice to the Bidder or to any officer of the Bidder if Bidder is a corporation, or to any agent of the Bidder.

b. By mailing the notice by United States mail to the address of the Bidder shown on the Bid.

Notices given by the Owner or Engineer shall be effective upon mailing, if mailed.

19. FLORIDA SALES AND OTHER TAXES

Work under this Contract is subject to the provisions of Chapter 212, Florida Statutes, Tax on Sales, Use and Other Transactions. Other state, local or federal taxes may be applicable. The Bidder is responsible to remit to the appropriate governmental entity all applicable taxes. Any applicable tax shall be included in the Total Bid Price by the Bidder.

20. TIME OF COMPLETION

The time of the completion is of the essence of the Contract and, each Bidder, if delivered an executed Contract, shall proceed with the Work in accordance with the approved schedule and within the Contract time period specified in the Contract Documents. In the event of failure to complete the Work within the time specified, the Owner may assess damages as provided by law or the Contract Documents, unless an appropriate extension of time has been granted.

The time of completion for the entire project shall be 120 calendar days, regardless of the bid schedules awarded:

A. City Executes Contract with Successful Bidder
B. Contractor Submits Shop Drawings for Approval to Engineer
C. Engineer Issues Shop Drawing Approval
D. City Issues Notice to Procure for Fabrication and Delivery of Materials
E. Contractor Takes Possession of the Materials

F. City Issues Notice to Proceed – Construction Time Begins

120 Calendar Days Total

The bidder's attention is directed to the Project Phasing or Site and Safety Plans for more detailed information on construction sequencing.

21. RECORD DOCUMENTS

The Contractor shall keep one record copy of the Contract Documents, Shop Drawings and samples at the site, in good order and annotated daily to show all changes made during the construction process. These shall be available to the Engineer for examination and shall be delivered to the Engineer for the City upon completion of the Work. Failure to maintain record documents current may be cause to withhold partial payment.

22. ADDITIONAL INSTRUCTIONS FOR APPARENT LOW, QUALIFIED, RESPONSIBLE, RESPONSIVE BIDDER

Contractor assistance is essential to execute specific documents promptly to execute a Contract with the Owner and to prepare for a Contractor's Notice to Proceed.

Contractor is instructed to carefully examine the General Provisions and to understand what is expected during each phase of the Project's construction. The Owner will maintain the original Bid Form and Bid Bond on file for record purposes. The Contractor will furnish one (1) executed copy of the Contract Documents for the Owner. The Contractor shall complete, execute and submit all required documentation to the Owner. Specific items that must be completed and executed are:

BID ITEMS - The Contractor shall confirm with the Owner Bid Items to be awarded in the final Contract, to confirm Total Contract Price.

CONTRACT, PAYMENT, PERFORMANCE AND GUARANTY BONDS - Complete in the amount of Total Contract Price, effective upon Owner execution of Contract.

EVIDENCE OF REQUIRED INSURANCE COVERAGE AND AUTHORITY TO EXECUTE - Complete.

Upon Owner's notification of concurrence in Contract award by Insurance Underwriters, Re-Insurers, and FEMA representatives, the following items must be completed prior to issuance of a Notice to Proceed according to Paragraphs 80-02 and 80-03 of the GENERAL PROVISIONS:

Owner: Execute Contract Documents and forward copies to Contractor, Funding Agencies, and Engineer.

Contractor: Prepare detailed procurement and construction schedule for immediate submittal to the Owner and Engineer. Confirm all subcontractor names and material suppliers. Schedule shall be submitted to the Owner and Engineer for review at the scheduled date of the Preconstruction Conference.

23. NOTIFICATION TO ALL BIDDERS – PERMITS REQUIRED

Design-Bid Projects:
Approvals for the design permitting are forthcoming from the Southwest Florida Water Management District, the Florida Department of Environmental Protection, and the Federal Aviation Administration, as necessary and applicable to the project. Issuance of the Notices to Procure/Proceed may be withheld until such time that the City of Wauchula receives these agencies' approvals.

The Contractor is responsible for all City of Wauchula site permits, NPDES permits, and any other construction-related permits and fees.

~~**Design-Build Projects:**~~
~~All approvals and reviewing or impact fees for the design permitting are the complete responsibility of Bidder/Contractor EXCEPT the Federal Aviation Administration Airspace Checklist and Safety approvals and the Southwest Florida Water Management District (SWFWMD) permits. No construction shall take place without ALL of the necessary permits required for 100% design approval by all applicable agencies.~~

~~The Contractor is also responsible for all City of Wauchula permits, Hardee County Building Department and Fire permits, NPDES permits, and any other design and construction-related permits and fees. All fees, with the exception of those specifically listed above, shall be included in the contractor's bid.~~

24. CONTRACTOR'S LIABILITY INSURANCE REQUIREMENTS

The bidder shall provide with the Proposal a listing of both automobile and personal liability insurance coverage currently in force, along with a copy of a Certificate of Insurance as verification of that coverage. In addition, the bidder shall provide a statement of premium cost issued by the agent or insurance carrier for that coverage.

In the event the Owner determines that the low bidder's coverage in force is inadequate, the Owner may require the low bidder to procure additional coverage in amounts specified by the Owner. The cost of premiums for such additional coverage shall be paid by the Owner in the form of a reimbursement under the contract.

Third Party Coverage. In the event the bidding documents require the contractor to name the consultant and/or the Owner as additional insured, the bidder shall show the premium cost for the additional insured in the Proposal in the item for additional coverage. The amount shown in the bid item for additional premium cost shall be that amount of additional premium above the premium for the coverage shown in the Certificate of Insurance submitted with the bid.

See Section 70 of the "Part 1A – Supplemental General Provisions" for detailed requirements for required Insurance coverage (amounts). All insurance shall comply with local ordinances. No relief from insurance coverage is allowed in any case.

STATEMENT OF BIDDER'S QUALIFICATIONS

(Must Be Completed and Submitted with the Bid)

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

1. Name of Proposer: _____

2. Business address: _____

   _____

3. Telephone number: _____

4. When organized: _____

5. Where incorporated: _____

6. How many years have you been engaged in the contracting business under the present firm name?

   _____

7. What is the type of construction work in which you are principally engaged?

   _____

8. On separate sheet, list major contracts in past ten years.

9. On separate sheet, list equipment and plant available for this project.

10. Enclose evidence of financial responsibility per General Provisions Section 20-02.

11. Credit available for this Contract $_____

12. On a separate sheet, list all projects over $50,000 presently under contract by name, gross amount, and percent complete.

13. Have you ever refused to sign a contract at your original proposal? _____

14. Have you ever been declared in default on a contract? _____

15. Total amount of bonding capacity $_____

16. Total bonding capacity available for the project $_____

17. Remarks:

_____

_____

_____

(The above statements must be subscribed and sworn to before a Notary Public.)

Date: _____

Firm Name: _____

By: _____
(Signature)

Title: _____

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

_____
(Name of individual signing)

who, after first being sworn by me, affixed his/her signature in the space provided above on the ____ day of _____ 20___.

NOTARY PUBLIC
My Commission expires: _____

END OF SECTION

BID FORM
(Must Be Completed and Submitted with the Bid)

PROJECT:

Rotating Beacon and Tower

Name of Bidder: (Type or Print)

_____

_____

TO:

The undersigned declares that no person in the employ the City of Wauchula, Florida, (herein referred to as OWNER) is pecuniarily interested in this proposal, or in the contract or the work which he proposed to do; that he has carefully examined the contract and the specifications and has informed himself fully in regard to all conditions pertaining to the site where the work is to be done and carefully estimated on the work. He understands that the OWNER, its agents, and employees, are not to be in any manner held responsible for the accuracy of, or bound by, any estimates or plans of underground structures relating to the work, and that if only have been given or made, they are to be considered solely as a base for filling out and preparing several proposals.

The undersigned proposes to furnish all labor, equipment material required for the above outlined construction at the airport known as Wauchula Municipal Airport located in the City of Wauchula, Florida, in accordance with the accompanying specifications and plans prepared for the OWNER for the sums specified herein, subject to additions and deductions according to the specifications and in all respects to the terms thereof.

It is understood that all workmanship and materials under all items of work are guaranteed for one year from the date of final acceptance, unless otherwise specified. It is understood that the OWNER reserves the right to accept or reject any or all bids and waive formalities.

It is agreed that the description under each item, being stated, implies although it does not mention, all incidentals and that the prices stated are intended to cover all such work, materials, and incidentals and constitute bidder's obligations as described in the specifications, and any details not specifically mentioned, by evidently included in the contract shall be compensated for in the item which most logically includes it.

It is understood that this proposal is submitted for the purpose of obtaining the work included in the subject project at the Wauchula Municipal Airport, City of Wauchula, Florida. Said work includes, but is not limited to, the following primary sub-elements:

ROTATING BEACON AND TOWER

Construct a new FAA-certified Rotating Airport Beacon including but not limited to structural support foundation, tower, beacon head, obstruction lights, control, connections, grounding, detection tape, conduit, counterpoise, electrical and civil site work, equipment, labor, parts, delivery, testing, training and support, close-out/as-built documentation, and warranties, etc., as specified.

The bidder expressly agrees that should environmental permits not be granted for items contingent on their receipt, the OWNER may delete those items from the Contract without Supplemental Agreement or Change Order. In this event, the bidder agrees that the unit prices for non-environmentally contingent items will remain unchanged and that no claims relating to the deletion of items contingent on environmental permitting will be made.

The bidder's attention is called to the fact that the estimate of quantities of work to be done and materials to be furnished under these Specifications, as shown on the proposal form is approximate and is given only as a basis of calculation upon which the award of the contract is to be made. The OWNER reserves the right to increase or diminish any or all of the above-mentioned quantities or work and to omit any of them as it may deem necessary. The Contractor further agrees to accept the "Unit Bid" prices in compensation for any additions or deductions caused by variation in quantities due to more accurate measurement, or by any changes or alterations in the plans or specifications of the work.

The bidder agrees that this proposal will remain valid and in full force and effect for a minimum period of **one hundred eighty (180)** days following the official bid opening date.

The bidder agrees that within **fifteen (15) calendar** days of receipt of written notice of an award of the contract that bidder will execute the standard contract form, in accordance with the bids as accepted, and will furnish the required performance bond, a payment bond and insurance affidavits with good and sufficient surety or sureties, as required by the Specifications.

The bidder further agrees that if awarded the contract, he will commence work within ten (10) days of the date of receipt of a "Notice to Proceed" and he will fully complete the work ready for use within contract time specified following the date of receipt of a "Notice to Proceed."

It is understood that for each calendar day that any work remains uncompleted after the contract time has expired (including all extensions and adjustments as provided in the subsection titled DETERMINATION AND EXTENSION OF CONTRACT TIME) the sum of Five Hundred ($500) Dollars per calendar day as liquidated damages will be deducted from any money due or to become due to the Contractor or his surety. Such deducted sums shall not be deducted as a penalty but shall be considered as liquidation of a reasonable portion of damages that will be incurred by the OWNER should the Contractor fail to complete the work in the time provided in his contract.

Enclosed is security as required, consisting of (cash, certified check or bid bond)_____ payable to the City of Wauchula, Florida in the amount of $_____. This amount equals five percent of the total amount bid.

Acknowledgement of Receipt of Project Addenda:

Addendum No. 1 Received _____ (Date)

Addendum No. 2 Received _____ (Date)

Addendum No. 3 Received _____ (Date)

Addendum No. 4 Received _____ (Date)

Addendum No. 5 Received _____ (Date)

Addendum No. 6 Received _____ (Date)

Dated, _____, 20____.

_____
Legal Name of Person, Firm, or Corporation

By:_____

_____
(Title)

_____
(Business Address)

TOTAL BID

For all work required in accordance with the applicable drawings, Specifications and other Contract Documents including the cost of the required Bonds and Insurance, the undersigned submits a Total Bid Price of:

_____and

_____/100 DOLLARS ($_____)

Based on the unit prices set forth in the following pages. The Total Bid Price represents the total amount of the Bid Schedules. It is the Owner's intent to award the Total Bid, should sufficient funding be available. Based on the actual amount of funding made available to complete the work, the project amount awarded may be less than the Total Bid Price.

Enclosed is security as required, consisting of (cash, certified check or bid bond) payable to the City of Wauchula in the amount of $_____. This amount equals five percent of the total amount of the Total Bid Price.

Dated _____, 20___.

IF A CORPORATION

NAME		ADDRESS
_____	President	_____
_____	Secretary	_____
_____	Treasurer	_____

IF A PARTNERSHIP OR INDIVIDUAL

NAME	ADDRESS
_____	_____
_____	_____
_____	_____

AFFIDAVIT

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

STATE OF _____
COUNTY OF _____

_____of lawful age, being first duly sworn, upon his oath deposes and says: That he executed the accompanying Quotation of 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 Quotation 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 Quotations, or of the profits thereof, and that he has not and will not divulge the sealed Quotation to any person whomsoever, except those having a partnership or other financial interest with him in said Quotation or Quotations, until after the sealed Quotation or Quotations are opened.

Signed _____

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

My Commission Expires:

_____
Notary Public

END OF PROPOSAL

Bidder: _____

LIST OF PROPOSED SUBCONTRACTORS
(Must be completed and submitted with the Bid)

Responsible for: _____

Name: _____

Address: _____

Responsible for: _____

Name: _____

Address: _____

Responsible for: _____

Name: _____

Address: _____

LIST OF PROPOSED SUPPLIERS
(Must be completed and submitted with the Bid)

Responsible for: _____

Name: _____

Address: _____

Responsible for: _____

Name: _____

Address: _____

Responsible for: _____

Name: _____

Address: _____

(Use additional pages if necessary)

BUY AMERICAN CERTIFICATE (JAN 1991)

(Must be completed and submitted with the Bid)

By submitting a bid/proposal under this solicitation, except for those items listed by the offeror below or on a separate and clearly identified attachment to this bid/proposal, the offeror certifies that steel and each manufactured product, is produced in the United States (as defined in the clause *Buy American - Steel and Manufactured Products* or *Buy American - Steel and Manufactured Products for Construction Contracts* **Title 49 U.S.C., Chapter 501**) and that components of unknown origin are considered to have been produced or manufactured outside the United States.

Offerors may obtain a listing of articles, materials, and supplies excepted from this provision from Appendix 1, Section G of the bid documents.

Contractor shall list any and all steel and manufactured products below NOT manufactured in the United States.

PRODUCT	COUNTRY OF ORIGIN

WAUCHULA MUNICIPAL AIRPORT
ROTATING BEACON AND TOWER
FDOT FPN 456437-1
BID SCHEDULE

CONTRACTOR:

INDEX	PAY ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION
1	SP-105-1	Electrical Demolition	1	LS		$0.00
2	SP-111-1	Short Circuit/Coordination/Device Evaluation/Arc Flash Analysis	1	EA		$0.00
3	L-101-1	L-801A(L) Rotating Beacon Installed with 75.00' Tip-Down Pole And Equipment Pole Complete	1	LS		$0.00
4	L-108-1	1/C #12 AWG 600V, THWN-2 Insulated Stranded Copper Conductor, Installed In Duct or Conduit	300	LF		$0.00
5	L-108-2	1/C #2 AWG Solid Copper Counterpoise Cable, Installed Over Duct Or Conduit	100	LF		$0.00
6	L-108-3	0.75" Diameter By 10.00' Long Copper Clad Steel Sectional Ground Rod	10	EA		$0.00
7	L-110-1	1 Way 2" Schedule 40 Pvc Direct Earth Buried Duct	100	LF		$0.00
8	C-100-1	Contractor Quality Control Program (CQCP) and Testing	1	LS		$0.00
9	C-105-1	Mobilization (Limited to 10%)	1	LS		$0.00
10	C-105-2	Dewatering	1	LS		$0.00
11	C-105-3	Construction Surveying/As-Builts	1	LS		$0.00
12	C-105-4	Construction Safety and Phasing/MOT	1	LS		$0.00
13	C-105-5	Construction Permits, Licenses, Fees, AHJ Coordination	1	LS		$0.00
14	C-105-6	Utility Service Development Charges, City\County Inspections	1	LS		$0.00
					TOTAL BID	**$0.00**

PLEASE USE EXCEL VERSION

TOTAL BID (IN WORDS)

CERTIFICATION OF OFFERER/BIDDER REGARDING
TAX DELINQUENCY AND FELONY CONVICTIONS
(Must be completed and submitted with the Bid)

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (__) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications:

1. The applicant represents that it is (__) is not (__) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2. The applicant represents that it is (___) is not (___) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

The undersigned swear or affirm that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operation of our joint venture and the intended participation by each joint venture in the undertaking. Further, the undersigned covenant and agree to provide to the Owner current, complete and accurate information regarding actual joint venture work and the payment therefore and any proposed changes in any of the joint venture arrangements and to permit the audit and examination of the books, records and files of the joint venture, or those of each joint venture relevant to the joint venture, by authorized representatives of the Owner or the Federal funding agency. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under Federal or State laws concerning false statements.

_____
Name of Firm

_____
Signature

_____
Name

_____
Title

Date _____

State of_____

County of_____

On this _____ day of _____, 20____, before me appeared (name) _____, to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (name of firm) _____ to execute the affidavit and did so as his or her free act and deed.

Notary Public _____

Commission Expires _____

(Seal)

SWORN STATEMENT UNDER SECTION 287.133 (3) (a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES
(Must Be Completed and Submitted with the Bid)

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

1. This sworn statement is submitted to _____
City of Wauchula, Florida

by_____
[print individuals name and title]

for_____
[print name of entity submitting sworn statement]

whose business is _____
and (if applicable) its Federal Employer Identification Number (FEIN) is _____
_____(If the entity has no FEIN, include the Social Security Number 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 (1) (a), **Florida Statutes**, means:

A. A predecessor or successor of a person convicted of a public entity crime;
OR
B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public 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 of 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 an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

___ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. 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 THIS FORM IS VALID THOROUGH 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, _____ _____ who, after first being sworn by me, affixed his/her signature in the **[name of individual signing]** space provided above on this ___day of _____, 20__.

_____
NOTARY PUBLIC

My Commission expires:

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BID BOND
(Must Be Completed and Submitted with the Bid Unless Certified Check is Submitted)

WAUCHULA MUNICIPAL AIRPORT

KNOW ALL MEN BY THESE PRESENTS: THAT WE, THE UNDERSIGNED_____, as principal, and surety in the state of Florida to do business in the state of Florida and authorized to write this type of bond through a resident agent of the corporation located in the state of Florida, as surety, are held and firmly bound unto the City of Wauchula, Florida in the sum of _____dollars ($_____), which equals five percent of the amount bid, for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of the above obligation is such that if the attached proposal of _____ for the improvement of the airport facilities stipulated in said proposal in accordance with the plans and specifications provided therefore, is accepted and the contract awarded to the above-named bidder. The said principal shall within fifteen (15) days after notice of said award enter unto a contract in writing and furnish the required payment and performance bonds with surety, or sureties, to be approved by the City of Wauchula, Florida, this obligation shall be void: otherwise, the same shall be in full force and virtue of law, and the full amount of this proposal bond will be paid to the City of Wauchula, Florida, as stipulated for liquidated damages.

Signed this __ Day of _____, 20__.

(Principal must indicate whether corporation, partnership, company or individual)

_____

This person signing shall in his own handwriting sign the principal's name, and his title. Where the person signing for a corporation is other than the president or vice-president, he must, by affidavit, show his authority to bind the corporation.

_____
Principal

By:_____

_____
Title

_____
Surety

WAUCHULA MUNICIPAL AIRPORT

BOND AFFIDAVIT

STATE OF _____

COUNTY OF _____

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED _____ _____, who being duly sworn, deposes and says that he is a duly authorized (resident) (nonresident) insurance agent, properly licensed under the laws of the state of _____, and the state of Florida, to represent _____ of _____ a company authorized to make corporate surety bonds under the laws of the state of Florida. Said _____ further certifies that as attorney-in-fact for the said _____ he has signed the attached bond in the sum of _____ (U.S. $_____) on behalf of _____ covering the **Wauchula Municipal Airport,** said _____ further certifies that the premium on the said bond is _____, which will be paid in full direct to his as attorney-in-fact, and included in his regular accounts to said _____ and that he will receive his regular commission of _____ percent as attorney-in-fact for the execution of said bond and that his commission will not be divided with anyone except as follows, _____ percent to _____, who is duly authorized resident insurance agent and properly licensed under the laws of the state of Florida.

Countersigned

_____ _____
Florida resident agent Agent and Attorney-In-Fact

Acknowledgement for Attorney-In-Fact

Sworn and subscribed before me this _____ day of _____, 20__.

_____ Notary public, state of _____

My commission expires:

CONTRACT AGREEMENT

THIS CONTRACT is entered by and between City of Wauchula, Florida (hereinafter called the "City"), and _____. of _____, Florida (hereinafter called the "Contractor"), on this ____ day of _____, 20___.

WHEREAS, it has been determined that the execution of this contract is beneficial to the people of Wauchula, Florida;

WITNESSETH,

The City and the Contractor for TEN DOLLARS ($10.00) and other good and valuable consideration hereby covenant and agree as set forth below:

ARTICLE I.

THE CONTRACT DOCUMENTS

1. The Contractor shall perform all the work required by the Contract Documents to complete the Project as described and detailed in the drawings entitled: **"ROTATING BEACON AND TOWER"** prepared by AVCON, Inc., and dated **July 2026** and in accordance with the Technical Specifications Manual prepared by AVCON, INC. all as pertaining to the City's property described in the Contract Documents. The Project comprises the completed construction required by the Contract Documents and includes all labor necessary to produce such construction, and all materials and equipment incorporated or to be incorporated in such construction.

2. Contractor represents and agrees that it has carefully examined and understands this Contract and the Contract Documents, has investigated the nature, locality and site of the Project and the conditions and difficulties under which it is to be performed, and that it enters into this Contract on the basis of its own examination, investigation and evaluation of all such matters and not in reliance upon any opinions or representations of the City, or of any of the City's agents, consultants or employees.

ARTICLE III.

TIME OF COMMENCEMENT AND COMPLETION DATE

1. The work to be performed under this Contract shall be commenced upon or immediately after delivery of notice from the City to Contractor to proceed ("Notice to Proceed"), Contractor shall thereafter diligently proceed with the completion of the Project within the number of calendar days specified in the contract documents, after Notice to Proceed (the "Completion Date").

2. Notwithstanding anything else contained herein, if the City in its sole judgment, shall deem it advisable to terminate this Contract before delivery of Notice to Proceed, then the City shall deliver written Notice of Termination of the Contract to the Contractor, the Contract shall be rendered null and void, and neither party shall be entitled to any damages or compensation in connection with such termination of the Contract.

3. Inasmuch as failure of the Contractor to complete the Project by the Completion Date may cause grave injury and damage to the City, time is of the essence in the performance of this Contract. Accordingly, the Contractor must commence work and complete the Project when and as required by this Contract.

4. In the event of delay in the completion of the Project by the Completion Date, the parties hereto acknowledge that the calculation of the actual damages to the City would be difficult, if not impossible, to determine. Consequently, should the Contractor fail to timely meet the work requirement of the Project by the Completion Date, the parties hereto agree that as liquidated damages, and not as penalty the Contractor will pay the City Five Hundred Dollars ($500) for each calendar day after the Completion Date, until the Project is Completed, all as certified by the Engineer or the City representatives as may be designated by the City hereunder.

5. In the event that the Contractor shall fall behind in schedule at any time, for any reason, and such delay is adversely affecting the City's ability to timely occupy and use the Project for its intended purpose, the City shall be entitled to direct acceleration or re-sequencing of the work to bring the project back on schedule. The Contractor shall reserve in each of its subcontracts entered into in connection with the Project, a right to accelerate consistent with the Contractor's obligations hereunder. In the even the Contractor determines that the Completion Date cannot be met by re-sequencing the work, then the Contractor shall immediately provide the City and in any event within three (3) calendar days after the date of receipt of the City's instruction for re-sequencing or accelerating, a plan to complete the Project in the shortest possible time. No approval by the City of any plan for re-sequencing or accelerating of the work submitted by the Contractor pursuant to this clause shall constitute a waiver by the City of its rights of recovery from damages or losses which the City may suffer by reason of delayed Project Completion.

6. Contractor agrees to provide the City with each application for progress payment pursuant to Article V hereof, the Contractor's best estimate of any anticipated revision to the Completion date for the purpose of the City's planning, provided, however, and notwithstanding the making of any progress payments, no anticipated revisions to the Completion Date shall be effective and binding on the City and the Contractor without a written Change Order executed by the City in accordance with the procedure set forth in Article VI hereof.

ARTICLE IV.

CONTRACT SUM

1. In consideration of the performance of the Contract, the City agrees to pay the Contractor, by City's check, the contract sum of _____ **Dollars ( )**.

2. For changes in the work, ordered by the City, the contract sum shall be adjusted accordingly. Article VI stipulates the conditions governing changes in the work.

3. The Contractor shall be paid ninety percent (90%) of the proportional amount of the contract sum with each progress payment, (such payments to be in proportion to the percentage completion of the Project) and the balance of the contract sum shall be paid at the time of Final Payment as described in Article VII hereof.

ARTICLE V.

PROGRESS PAYMENTS

1. Based upon applications for payment submitted to the Engineer by the Contractor and certificates of payment assured by the Engineer and approved by the City, the City shall make progress payments to the Contractor as provided in the Contract Documents and as specified hereunder.

2. Applications for progress payments will be submitted not more often than monthly and shall be submitted on or before the twenty-fifth (25th) day of each month during the performance of the Contract for the Engineer's approval. Each such application for payment shall set forth the value of all work completed according to the Schedule of Values, including the sum of all prior payments. Quantities and other information shown on the Schedule of Values are for payment purposes only and are not to be construed as work description or limitation of quantities of materials required for completion of the Project. The Contract includes all labor and materials to complete the Project as described in the Contract Documents.

3. In each application for progress payment, the Contractor shall certify as follows: (A) "There are no known mechanic's or materialmen's liens outstanding at the date of this application other than those for which the Contractor has provided a bond or the approved security pursuant to the provisions of Article VII, paragraph 3, of the Construction Contract between City and the Contractor; all due and payable bills with respect to the Project have been paid to date or shall be paid from the proceeds of this application for payment; there is no known basis for the filing of any mechanic's or materialmen's liens on the Project, and waivers from all subcontractors and material men employed by the Contractor, have been or will be obtained in such form as to constitute an effective waiver of lien under the applicable laws of the State of Florida"; (B) "All improvements have been installed in accordance with the Contract Documents (except where noted or agreed upon in writing by the City pursuant to an approved Change order)".

4. Beginning with the second application for progress payment, the Contractor shall also deliver with each such application, as a condition precedent to payment thereof, waivers of lien for each of its subcontractors, current through the effective date of the previous application for payment. The Contractor may, if any subcontractor or supplier refuses to furnish a release in full, furnish a bond satisfactory to the City, against any lien.

5. The City shall promptly review each application for progress payment and make such exceptions as the City reasonable deems necessary or appropriate under the state of circumstances then prevailing.

6. On or about the fifteenth (15^{th} or 25^{th}) day of the month following application of progress payment, the City shall make payment to the Contractor in the amount approved, subject, however, to Article V, paragraph 8 hereof. The payment of any application for progress payment by the City, including the final application, does not constitute approval or acceptance of that part of the Project to which such payment relates or relieve the Contractor of any of its obligations hereunder with respect hereto.

7. The Contractor shall provide the City with each application for progress payment as an "as-built" diagram, drawing or an adequate number of photographs showing all improvements currently in place (foundations, roads, drives, water/sewer lines, etc.) including setbacks, rights of way and other restrictions governing the installation of improvements.

8. Any provisions hereof to the contrary notwithstanding, the City shall not be obligated to make current payment to the Contractor hereunder if any one of the following conditions exists:

A. the Contractor fails to diligently prosecute the work in an efficient, timely and workmanlike manner and in strict accordance with the provisions of the Contract Documents;

B. the Contractor fails to use an adequate number of qualified personnel and sufficient equipment to complete the Project without undue delay.

C. the Contractor fails to make prompt payments to its subcontractors, suppliers, material men or laborers;

D. any part of such payment to the Contractor is attributable to the work which is defective or not performed in accordance with the drawings and specifications; provided, however, such payment shall be made as to part thereof attributable to work which is performed in accordance with the drawings and specifications and is not defective;

E. the Contractor is otherwise in default of any of its obligations hereunder or otherwise is in default under any of the contract requirements; or

F. the Contractor fails to provide the City with an updated as-built diagram, as provided in Article V, paragraph 7, above.

ARTICLE VI.

CHANGES

1. The City may at any time, without notice to the sureties, make changes within the general scope of the project, issue additional instructions, require additional work or direct the omission of portions of the work; provided, however, that the Contractor shall not proceed with any change involving an increase or decrease in contract sum, without prior written authorization from the City in accordance with the procedure outlines hereunder.

2. The City shall order changes in the Project by giving the Contractor a written change order request ("Change Order Request"), receipt of a Change Order Request, the Contractor shall forthwith, but in no event later than 10 days thereafter, furnish to the City setting forth in detail, with a suitable breakdown by trades and work classifications, the Contractor's estimate of the changes in the contract sum attributable to the changes set forth in such Change Order Request, and a proposed adjustment to the Completion Date resulting from such changes and any adjustment of time and costs applicable to unchanged work resulting from such Contractor, such Change Order Request and such estimate shall constitute a Change Order, and the contract sum, and the Completion Date shall be adjusted as set forth in such estimate. The foregoing procedure shall apply to both additive and deductive settlement on all items covered therein, subject to performance thereof and payment thereof pursuant to the terms of this Contract. If the City and the Contractor cannot agree on the cost of any Change order work, then the City may direct the Contractor to proceed with the Change Order work and the cost will be determined in accordance the procedures established in the General Provisions of the Contract.

3. The price estimates for Change Order Requests shall be made on the basis of the actual cost of labor and materials involved in such work. Additional provision for determining the price of change orders are included in the General Provisions of the Contract.

ARTICLE VII.

FINAL PAYMENT

1. Final payment constituting the entire unpaid balance of the amount due to the Contractor under this Contract shall not be paid by the City to the Contractor until the Project has been completed, the Contract fully performed, and a final certificate for payment has been issued by the Engineer.

2. Anything to the contrary in this Contract or elsewhere in the Contract Documents notwithstanding, fifteen (15) days after final completion of the Project, including final punch-list items and acceptance thereof by the City or as soon thereafter as possible, the Contractor shall submit Final Application for payment ("Final Application") which shall set for the all amounts due to the Contractor and remaining unpaid. The City shall pay to the Contractor the amount due under such final application no sooner than twenty (20) days and not later than sixty (60) days following final completion of the Project (including final punch list items).

3. The Final Application shall not be made until the Contractor delivers to the City, a complete release of all liens arising out of this Contract in a form acceptable to the City and an affidavit that so far as the Contractor has knowledge or information, the release includes and covers all materials and services for which a lien could be filed, but the Contractor may, if any subcontractor or supplier refuses to furnish a release in full, furnish a bond satisfactory to the City, to properly indemnify the City against any lien.

4. In the event of a bona fide dispute by the City of any sums for which payment has been requested, no interest shall be due on disputed sums until such dispute is resolved, provided that all undisputed sums shall have been paid in due course.

ARTICLE VIII.

TERMINATION

1. The performance of work under this Contract may be terminated by the City in accordance with this clause in whole, or from time to time in part, whenever the City shall determine that such termination is in the best interest of the City. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

2. After receipt of a Notice of Termination, and except as otherwise directed by the City, the Contractor shall:

A. Stop work under the Contract on the date and to the extent specified in the Notice of Termination.

B. Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the contract as it is not terminated.

C. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination.

D. Assign to the City, in the manner, at the times and to the extent directed by the City, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the City shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

E. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the City, to the extent the City may require, which approval or ratification shall be final for all the purposes of this clause.

F. Transfer title and deliver to the City, in the manner, at the times, and to the extent, if any, directed by the City:

(1) the fabricated or unfabricated parts, components of work in process, completed work, supplies, equipment and other materials produced as a part of or acquired in connection with the performance of the work terminated by the Notice of Termination; and

(2) the completed or partially completed "as built" drawings, information, and other property which, if the Contract had been completed, would have been required to be furnished to the City.

G. Complete performance of such part of the Contract as shall not have been terminated by the Notice of Termination.

3. After a receipt of Notice of Termination, the Contractor shall submit to the City its termination claim, in the form and with certification prescribed by the City. Such claim shall be submitted promptly but in no event later than thirty (30) days form the effective date of termination, unless one or more extension, in writing, are granted by the City upon request of the Contractor made in writing within such thirty (30) days period or authorized extension thereof. Upon failure of the Contractor to submit its termination claim within the time allowed, the City may determine on the basis of information available to it, the amount, if any, due to the Contractor by reason of the termination and shall thereupon pay to the Contractor the amount so determined.

4. Subject to the provisions of Article VIII, paragraph 3 above, the Contractor and the City may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the total or partial termination of work pursuant to this clause, which amount or amounts may include a reasonable allowance for profit on work done; provided, that such agreed amount or amounts exclusive of settlement costs, shall not exceed the total contract sum as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated. The Contract shall be amended accordingly and the Contractor shall be paid the agreed amount. Nothing in paragraph 5 hereof, prescribing the amount to be paid to the Contractor in the event of failure of the Contractor and the City to agree upon the whole amount to be paid to the Contractor by reason of the termination of work pursuant to this clause, shall be deemed to limit, restrict, or otherwise determine or affect the amount or amounts which may be agreed upon to be paid to the Contractor pursuant to this paragraph.

5. In the event of the failure of the Contractor and he City to agree upon the whole amount to be paid to the Contractor by reason of the termination of work pursuant to this clause, as provided in paragraph 4 above, the city shall pay to the Contractor the amounts determined by the City as follows, but without duplication of any amount agreed upon in accordance with Article VIII, paragraph 4 above:

A. For completed work and services accepted by the City, the price or prices specified in the contract Document for such work, less any payments previously made.

B. The total of:

(1) the costs incurred in the performance of the work and services terminated, including initial costs and reparatory expenses allocable thereto, but exclusive of any costs attributable to the work and services paid or to be paid for under paragraph 5(a) hereof;

(2) a sum, as profit on (i) above, determined by the City to be fair and reasonable.

6. In the event the Contract is terminated because of the Contractor's default, the City may take over the work and services and complete the same by contract or otherwise, and the Contractor shall be liable to the City for any increased cost of the project.

7. If the Contractor's failure to perform and default arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor (such causes may include, but are not restricted to act of God, acts of the public enemy, acts of the City in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor) and the Contractor, within ten (10) days from the beginning of any such delay notifies the City in writing of the causes of delay, then the City shall ascertain the facts and the extent of delay and extend the time for completing the Project within the findings of fact justify such an extension.

8. If, after Notice of Termination of the Contract for default, it is determined for any reason that the Contractor was not in default or that the default was excusable under the provisions of paragraph 7 above, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued pursuant to the stipulations of Article VIII paragraph 1, hereof.

ARTICLE IX

MISCELLANEOUS PROVISIONS

1. Terms used in the Contract which are defined in the General Provisions of the Contract shall have the meanings designated in those Provisions.

2. The Contractor shall provide insurance coverage in the amounts, type and classification required by the City, as provided in the Contract Documents, prior to commencement of the work. He shall provide all policies and certificates evidencing such insurance coverage for City's review and approval.

3. The City shall require and the Contractor shall provide separate payment and performance bonds each in the amount of the contract sum, appearing in Article IV hereof, in such form as the City requires and with a surety acceptable to the City. The cost thereof is included in the contract sum. Upon approval by the City of any Change Order increasing the contract sum, Contractor shall provide new bonds reflecting the adjustment in Penal Sums, accordingly.

4. All references herein and in the General Provisions to "Engineer" in the context of supervisor/inspecting authority, including review of change orders and applications for payment, shall refer to any City's representative authorized as such by the City.

5. All covenants and agreements herein contained shall extend to and be obligatory on the successors and assigns of the Contractor and of the City, but the Contractor shall not assign this agreement or any payments to become due thereunder except with the prior written consent of the City. The Contractor agrees that its rights to payment hereunder and

the rights of any assignee shall be subject to the rights of the City arising prior to such payment. The City shall have the right to assign its rights hereunder without prior notice to the Contractor and, in the event of such assignment, the Contractor shall continue to perform its obligations hereunder for the account of the assignee; provided, however, that such obligation shall be conditioned upon such assignee covenanting to make all payments required by the Contract Documents and not paid prior to the date of such substitution.

6. The Contractor hereby assigns to the City (and its assigns) all its interest in any subcontracts and purchase orders now existing or hereinafter entered into by the Contractor for performance of any part of the work which assignment will be effective upon acceptance by the City in writing and only as to those subcontracts and purchase orders which the City designates in said assignment at any time during the course of construction prior to final completion. IT IS FURTHER UNDERSTOOD AND AGREED THAT ALL SUBCONTRACTS AND PURCHASE ORDERS SHALL PROVIDE THAT THEY ARE FREELY ASSIGNABLE BY THE CONTRACTOR TO THE CITY AND/OR ITS ASSIGNS. THIS ASSIGNMENT IS PART OF THE CONSIDERATION FOR ENTERING INTO THIS CONTRACT WITH THE CONTRACTOR AND MAY NOT BE WITHDRAWN PRIOR TO FINAL COMPLETION OF THE PROJECT.

7. For purposes of verifying that cost or pricing data submitted, in conjunction with the negotiation of this Contract or any contract change or other modification, are accurate, complete, and current, the City or its authorized representatives, shall -- until the expiration of three (3) years from the date of Final Payment under this Contract -- have the right to examine those books, records, documents and other supporting data which will permit adequate evaluation of the cost or pricing data submitted, along with the computation and projections used therein, which are prepared by the Contractor prior to and after the date of execution of the Contract, but relating to the Contract. The Contractor agrees to insert the substance of this clause in all subcontracts hereunder so as to apply until three (3) years after Final subcontracts hereunder so as to apply until three (3) years after Final Payment under the subcontract, unless the price is based on established catalog or market prices of commercial items sold in substantial quantities to the general public, or prices are set by law or regulation.

8. Contractor undertakes performance of the services under this Agreement as an independent contractor and shall be wholly responsible for the methods of performance. This Agreement does not create an employer/employee relationship between the parties. The parties agree and intend that contractor is a separate and independent enterprise from the City. This Agreement shall not be construed as creating any joint employment relationship between the contractor and the City and the City will not be liable for any obligation incurred by the contractor, including but not limited to unpaid minimum wages and/or overtime, or any other obligation of contractor, whether arising under state or federal law, or contract, to contractor’s employees, subcontractors, or subvendors.

9. The Agreement may not be modified unless such modifications are evidenced in writing signed by both City and Contractor. Such modifications shall be in the form of a written Amendment executed by both parties.

CONTRACT

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

_____

BY: _____ (Seal)

_____
(Title)

Date: _____

ATTEST:
_____

CITY OF WAUCHULA

BY: CITY OF WAUCHULA, FLORIDA (Seal)

BY: CITY COMMISSION OF WAUCHULA, FLORIDA

BY: _____
(MAYOR)

Date: _____

ATTEST:
_____

APPROVED AS TO FORM

_____
CITY ATTORNEY

Date _____

TECHNICAL PROVISIONS OF CONTRACT APPROVED:

_____
CITY MANAGER

Date _____

PERFORMANCE BOND

STATE OF FLORIDA
COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS that _____
a Principal, hereinafter called Contractor, and _____
as Surety, hereinafter called Surety, are held and firmly bound unto the City of Wauchula, Florida as Obligee, hereinafter called Owner, in the amount of _____
_____ Dollars ($_____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated _____, 20____, entered into a Contract with Owner for: **ROTATING BEACON AND TOWER** in accordance with Contract Documents, Drawings, and Specifications prepared by the City's consultant, which Contract is by reference made a part hereof and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that, if the Principal shall in all respects promptly and faithfully perform and comply with the terms and conditions of said Contract and his obligations thereunder and shall indemnify the Owner and the Consulting Engineer and save either or all of them against and from all costs, expenses and damages arising from the performance of said Contract or the repair of any work there under, then this obligation shall be void; otherwise, this Bond shall remain in full force and effect, in accordance with the following terms and conditions:

1. The Principal and Surety jointly and severally agree to pay the Owner any difference between the sum to which the said Principal would be entitled on the completion of the Contract, and that sum which the Owner may be obliged to pay for the completion of said work by Contract or otherwise, and any damages, direct or indirect or consequential, including without limitation those for delay, expenses, costs, and attorney's fees including appellate proceedings, which the said Owner may sustain on account of such work, or on account of the failure of said Contractor to properly and in all things, keep and execute all of the provisions of said Contract.

2. And this Bond shall remain in full force and effect for a period of one (1) year from the date of acceptance of the project by the Owner and shall provide that the Contractor guarantees to repair or replace for said period of one (1) year all work performed and materials and equipment furnished that were not performed and materials and equipment furnished that were not performed or furnished according to the terms of the Contract, and shall make good, defects thereof which have become apparent before the expiration of said period of one (1) year. If any part of the project, in the judgment of the Owner, for the reasons above stated needs to be replaced, repaired or made good during that time, the Owner shall so notify the Contractor in writing. If the Contractor refuses or neglects to do such work within five (5) days from the date of service of such Notice, the Owner shall have the work done by others an the cost thereof shall be paid by the Contractor or his Surety.

3. And the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive Notice of any change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

4. The Surety presents and warrants to the Owner that they have a Best's Key Rating Guide General Policyholder's Rating of "_____" and Financial Category of "Class _____".

IN WITNESS WHEREOF, the above bounded parties executed this instrument under their several seals, this _____ day of _____, 20_____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

WITNESS:
(If Sole Ownership or Partnership, two (2) Witnesses required).
(If Corporation, Secretary Only will attest and affix seal).

PRINCIPAL:

_____

_____

_____
Authorized Officer (Affix Seal)

WITNESSES:

_____ _____
Title

_____ _____
Title

Business Address

_____
City State

SURETY:

_____
Corporate Surety

_____
Attorney-in-Fact (Affix Seal)

WITNESS:

_____ _____
Title

Business Address

_____
City State

_____
Name of Local Insurance Agency

CERTIFICATES AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as Principal in the within bond; that _____ who signed the said bond on behalf of the Principal, was then _____ of said Corporation; that I know his signature, and his signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of its governing body.

_____
Secretary (Corporate Seal)

STATE OF FLORIDA
COUNTY OF _____

Before me, a Notary Public, duly commissioned, qualified and acting, personally appeared _____ to me well known, who being my first duly sworn upon oath, says that he is the Attorney-in-Fact, for the _____ and that he has been authorized by _____ to execute the foregoing bond on behalf of the Contractor named therein in favor of the City of Wauchula, Florida.

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

[Attach Power of Attorney to Original Bid Bond and Financial Statement from Surety Company]

_____
Notary Public
State of Florida-at-Large

My Commission Expires:

_____

END OF PERFORMANCE BOND

CONSTRUCTION PAYMENT BOND

STATE OF FLORIDA
COUNTY OF _____

BOND NO: _____

KNOW ALL MEN BY THESE PRESENTS that _____ a Principal, hereinafter called Contractor, and _____ as Surety, hereinafter called Surety, are held and firmly bound unto the City of Wauchula, Florida as Obligee, hereinafter called Owner, in the amount of _____ Dollars ($_____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated _____, 20___, entered into a Contract with Owner for the project "**ROTATING BEACON AND TOWER**" in accordance with Drawings and Specifications prepared by the City Engineers office, which Contract is by reference made a part hereof and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that, if the Principal shall promptly make payments to all claimants, as hereinbelow defined, then this obligation shall be void; otherwise, this Bond shall remain in full force and effect, subject to the following terms and conditions:

1. A claimant is defined as any person supplying the Principal with labor, material and supplies, used directly or indirectly by the said Principal of any subcontractor in the prosecution of the work provided for in said Contract.

2. The above-named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after performance of the labor or after complete delivery of materials and supplies by such claimant, may sue on the Bond for the use of such claimant, prosecute the suite to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of the costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

A. Unless claimant, other than one having a direct contract with the Principal, shall within ninety (90) days after such claimant's performance of the labor or complete delivery of materials and supplies, deliver to the Principal written notice of the performance of such labor or delivery of such material and supplies and the nonpayment therefor.

B. After the expiration of one (1) year from the performance of the labor or completion of delivery of the materials and supplies; it being understood, however, that if any limitation embodied in this Bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

C. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

4. The Principal and the Surety jointly and severally, shall repay the Owner any sum which the Owner may be compelled to pay because of any lien for labor or materials furnished for any work included in or provided by said Contract.

5. The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration of or addition to the terms of the Contractor r to the work to be performed thereunder or the Specifications applicable thereto shall in anywise affect its obligation on this Bond, and the Surety hereby waives notice of any such change, extension of time, alterations of or addition to the terms of the Contract, or to the work or the Specifications.

6. The Surety represents and warrants to the Owner that they have a Best's Key Rating Guide General Policyholder's Rating of "_____" and Financial Category of "Class _____".

IN WITNESS WHEREOF, the above bounded parties executed this instrument under their several seals, this ____ day of _____, 20____ the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

WITNESS:
(If Sole Ownership or Partnership, two (2) Witnesses required).
(If Corporation, Secretary Only will attest and affix seal).

PRINCIPAL:

_____

_____

_____
Authorized Officer (Affix Seal)

WITNESSES:

_____ _____
Title

_____ _____

Business Address

_____
City State

SURETY:

_____
Corporate Surety

_____
Attorney-in-Fact (Affix Seal)

WITNESS:

_____ _____
Title

Business Address

_____
City State

_____
Name of Local Insurance Agency

CERTIFICATES AS TO CORPORATE PRINCIPAL

I,_____, certify that I am the Secretary of the Corporation named as Principal in the within bond; that _____ who signed the said bond on behalf of the Principal, was then _____ of said Corporation; that I know his signature, and his signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of its governing body.

_____
Secretary (Corporate Seal)

STATE OF FLORIDA
COUNTY OF _____

Before me, a Notary Public, duly commissioned, qualified and acting, personally appeared to me well known, who being my first duly sworn upon oath, says that he is the Attorney-in-Fact, for the _____ and that he has been authorized by _____ to execute the foregoing bond on behalf of the Contractor named therein in favor of the City of Wauchula, Florida.

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

[Attach Power of Attorney to Original Bid Bond and Financial Statement from Surety Company]

_____
Notary Public
State of Florida-at-Large

My Commission Expires:
_____

END OF PAYMENT BOND

OPINION OF ATTORNEY

This is to certify that I have examined the attached Contract Documents, that after examination, I am of the opinion that such Documents conform to the laws of the State of Florida, that the execution of the construction contract and the Performance and Payment Bonds are in due and proper form, and that the representatives of the respective contracting parties have pull power and authority to execute such construction contract and bond on behalf of the respective contracting parties and that the foregoing agreements constitute valid and binding obligations on such parties.

_____
Attorney for the City of Wauchula, Florida

This _____ day of _____, 20____.

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NOTICE OF INTENT TO AWARD

DATE: **See Signing Date(s) Below**

TO:

PROJECT: **ROTATING BEACON AND TOWER**
WAUCHULA MUNICIPAL AIRPORT – WAUCHULA, FLORIDA

The Owner has reviewed the Bid submitted by your firm for the above described work in response to its Advertisement for Bids dated the _____ day of _____, 20___ and the contract documents.

You are hereby notified that your Bid is being considered for acceptance for the PROJECT, in the Total Amount _____ **Dollars (**$_____**)** for the work, subject to the availability of funds, and less any items not to be constructed.

You are required by the Instructions to Bidders to execute one (1) copy of the Contract Documents and furnish the required Contractor's Performance Bond, Payment Bond, evidences of all required insurance coverage and authority to execute plus satisfactory evidence of compliance with the Bid Conditions pertaining to the Disadvantaged Business Enterprise Program within fifteen (15) calendar days from the date of this Notice to you.

If you fail to execute said Contract Documents and to furnish said Bonds and other required documents and information within the time specified, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Bid as abandoned and as a forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Intent to Award to the Owner.

Dated this ____day of _____20_____.

City of Wauchula
Owner

By: _____
Ms. Olivia Minshew

Title: City Manager

ACCEPTANCE OF NOTICE
Receipt of the above Notice of Intent to Award is hereby acknowledged by:

_____

on this _____ day of _____ 20____.

Signed: _____
(Name) (Title)

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NOTICE TO PROCEED

DATE:

TO:

PROJECT: ROTATING BEACON AND TOWER
WAUCHULA MUNICIPAL AIRPORT
WAUCHULA, FLORIDA

You are hereby given notice to commence Work on the Project in accordance with the Contract Agreement dated on the _____ day of _____ on or before the _____ day of _____, 20____ and you are to substantially complete the Work within the times stipulated in the Special Provisions. The date of substantial completion of all Work is therefore the ____ day of _____, 20____.

You are required to return an acknowledged copy of this Notice to Proceed to the Owner.

Owner: City of Wauchula

By: _____
Olivia Minshew

Title: City Manager

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged by:

_____

on this ____ day of _____ 20____.

Signed: _____

Title: _____

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NOTICE TO PROCURE

DATE:

TO:

PROJECT: ROTATING BEACON AND TOWER
WAUCHULA MUNICIPAL AIRPORT
WAUCHULA, FLORIDA

You are hereby given notice to commence procurement of materials in accordance with the Contract Agreement dated the _____ day of _____, 20___ for the contracted work. All materials necessary for the completion of the work shall be stored on site and/or immediately available for installation in-place within _____ calendar days of this Notice to Procure, unless extension has been granted by Owner in writing.

You are required to return an acknowledged copy of this Notice to Procure to the Owner.

Owner: City of Wauchula

By: _____
Ms. Olivia Minshew

Title: City Manager

ACCEPTANCE OF NOTICE

Receipt of the above Notice to
Procure is hereby acknowledged by:

_____

on this _____ day of _____ 20____.

Signed: _____

Title: _____

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FINAL RELEASE OF LIEN

CITY OF WAUCHULA

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, for and in consideration of the payment of the sum of _____ Dollars ($_____), paid by the City of Wauchula, Florida, hereinafter referred to as "Owner", receipt of which is hereby acknowledged as total compensation for performance of the below-described Contract for the Project, does hereby fully and completely discharge and release the owner from and waives any and all debts, accounts, promises, damages, liens, encumbrances, causes of action, suits, bonds, judgments, claims and demands whatsoever, in law or in equity, which the undersigned ever had, now has or might hereafter have on account of labor performed, material furnished or services rendered, directly or indirectly, for the Contract between the parties dated _____ , 20 ___, known as **ROTATING BEACON AND TOWER** except for those claims, disputes and other matters arising out of or relating to said Contract which have been raised by written demand in accordance with the Contract Documents prior to this date and identified by the Contractor as unsettled in the final Application for Payment and are either in arbitration or court litigation, as the case may be, in accordance with the Contract Documents.

The undersigned further covenants that subcontractors, suppliers, and material suppliers, and any or all other persons supplying materials, supplies, service or labor used directly or indirectly in the prosecution of the work provided for in the Contract, have been paid in full for all work under this contract.

The undersigned agrees to maintain in full force and effect the provisions of the Contract Documents respecting the guaranty against defective work, and any other special guaranties required by the Contract Documents, for the terms provided in the Contract Documents, which terms shall begin to run from the date specified in the Contract Documents.

The undersigned represents and warrants that the statements contained in the foregoing Release are true and correct.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this _____ day of

_____, 20___,

WITNESSES:

_____
CONTRACTOR

_____
BY

_____
TITLE

STATE OF _____ _____

COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____ 20_____

_____
NOTARY PUBLIC

(NOTARY SEAL) My Commission Expires:_____

PROJECT CLOSEOUT

Project closeout is hereby defined to include general requirements near end of contract time, in preparation for final acceptance, final payment, normal termination of contract, occupancy by Owner, and similar actions evidencing completion of the work. Specific requirements for individual units of work are specified in other sections. Time of closeout is directly related to substantial completion and, therefore, may be a single time period for entire work or a series of time periods for individual parts of the work which have been certified as substantially complete at different dates. The time variation, if any, shall be applicable to other provisions of this contract and the specifications. See General Provisions Section 90 for additional project warranty requirements.

PREREQUISITES TO FINAL ACCEPTANCE

A. General

Prior to requesting final payment, as required by General Conditions, complete the following and list known exceptions in request:

1. Submit final payment request with Final Release of Lien and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required.

2. Submit two year project warranty, equipment and materials-specific manufacturer's warranties, workmanship-maintenance bonds, maintenance agreements, final certifications, and similar documents. Certificate of Warranty form follows this page.

3. Submit lien waivers from all subcontractors and suppliers.

4. Submit consent of surety.

5. Submit red lined drawings and electronic as-built survey drawings on USB drive in AutoCAD version 2026 or earlier to the Engineer.

CERTIFICATE OF WARRANTY

Project Name: _____

Project Number: _____

Contractor: _____

Date of Substantial Completion: _____

I, _____, being the _____

_____ of _____ do hereby certify that the two (2) year warranty called for in the Contract Specifications is now in force and effect until after such time two (2) years have passed after the date of Final Completion.

Signed: _____

Title: _____

STATE OF _____

COUNTY OF _____

Subscribed and sworn to before me, a Notary Public, in and for the County and State aforesaid by

_____ duly authorized so to sign this

_____day of _____, 20___.

Notary Public_____

My commission expires:_____

APPENDIX I – WAGE AND LABOR PROVISIONS

SECTION A
WAGE, LABOR, EEO, SAFETY AND GENERAL REQUIREMENTS

A-1 Airport and Airway Improvement Program Project.

The work in this contract may be included in an Airport Improvement Project (~~FAA AIP No.~~ N/A). If this is indeed the case, the project is being undertaken and accomplished by the Sponsor in accordance with the terms and conditions of a grant agreement between the Sponsor and the United States, under the Airport and Airway Improvement Act of 1982 (P.L. 97-248) as amended by the Airport and Airway Safety and Capacity Expansion Act of 1987 (P.L. 100-223) and Part 152 of the Federal Aviation Regulations (14 CFR Part 152), pursuant to which the United States has agreed to pay a certain percentage of the costs under those Acts. The United States is not a party to this contract and no reference in this contract to the FAA/FDOT or any representative thereof, or the United States, by the contract, makes the United States a party to this contract.

The work in this contract may be included in a Florida Department of Transportation Work Program Project (FDOT FPN 456437-1). If this is indeed the case, the project is being undertaken and accomplished by the Sponsor in accordance with the terms and conditions of a Public Transportation Grant Agreement (PTGA) between the Sponsor and the State of Florida, pursuant to which the State of Florida has agreed to pay a certain percentage of the costs under the JPA. The State of Florida is not a party to this contract and no reference in this contract to the FDOT or any representative thereof, or the State of Florida, by the contract, makes the State of Florida a party to this contract.

A-2 Consent to Assignment.

The contractor shall obtain the prior written consent of the Sponsor to any proposed assignment of any interest in or part of this contract.

A-3 Convict Labor.

No convict labor may be employed under this contract.

A-4 Veterans Preference.

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

A-5 Withholding: Sponsor from Contractor.

Whether or not payments or advances to the Sponsor are withheld or suspended by the FAA/FDOT, the Sponsor may withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the contractor or any subcontractor on the work, the full amount of wages required by this contract.

A-6 Nonpayment of Wages.

If the contractor or subcontractor fails to pay any laborer or mechanic employed or working on the site of the work any of the wages required by this contract, the Sponsor may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment or advance of funds until the violations cease.

A-7 FAA/FDOT inspection and review.

The contractor shall allow any authorized representative of the FAA/FDOT to inspect and review any work or materials used in the performance of this contract.

A-8 Subcontracts.

The contractor shall insert in each of his subcontracts the provisions contained in paragraphs A-1, A-3, A-4, A-5, A-6, and A-7 requiring the subcontractors to include these provisions in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

A-9 Contract termination.

Any violation or breach of the terms of this contract on the part of the contractor or subcontractor may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. (49 CFR Part 18).

A-10 Inspection of Records.

The contractor shall maintain an acceptable cost accounting system. The Sponsor, the FAA/FDOT, and the Comptroller General of the United States shall have access to any books, documents, paper, and records of the contractor which are directly pertinent to the specific contract for the purposes of making an audit, examination, excerpts, and transcriptions. The contractor shall maintain all required records for three years after the Sponsor makes final payment and all other pending matters are closed. (49 CFR Part 18).

A-11 Rights to Inventions.

All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA/FDOT and the Sponsor of the Federal grant under which this contract is executed. Information regarding these rights is available from the FAA/FDOT and the Sponsor. (49 CFR Part 18).

A-12 General Civil Rights Provisions.

The contractor assures that it will comply with pertinent statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the contractor from the bid solicitation period through the completion of the contract. (Section 520, Airport and Airway Improvement Act of 1982).

SECTION B

DAVIS-BACON ACT REQUIREMENTS
(29 CFR PART 5)

B-1 Minimum Wages.

(a) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to laborers or mechanics, subject to the provisions of paragraph (B-1)(d) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (B-1)(b) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(b) (1) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determinations; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140).

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140).

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (B-1)(b)(2) or (3) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(c) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(d) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140).

B-2 Withholding.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to David-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the Federal Aviation

Administration may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

B-3 Payrolls and basic records.

(a) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (29 CFR 5.5(a)(3)(i) (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017).

(b) (1) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal Aviation Administration (if requested). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph 5.5(a)(3)(i) above. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, D.C.20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149).

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be maintained under paragraph B-3 (a) above and that such information is correct and complete;

(ii) That each laborer and mechanic (including each helper, apprentice and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph B-3 (b)(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(c) The contractor or subcontractor shall make the records required under paragraph B-3 (a) of this section available for inspection, copying or transcription by authorized representatives of the Sponsor, the Federal Aviation Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

B-4 Apprentices and Trainees.

(a) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship

Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(b) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(c) EEO. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

B-5 Compliance with Copeland Act Requirements.

The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

B-6 Subcontracts.

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

B-7 Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

B-8 Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

B-9 Certification of Eligibility.

(a) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

B-10 Contract Termination: Debarment.

A breach of the contract clauses in paragraph B-1 through B-9 of this section and paragraphs C-1 through C-5 of Section C may be grounds for termination of the contract, and for the debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

B-11 Minimum Wage Rates by Trade in Covered Area,

General Decision Number: FL20260014 05/18/2026

State: Florida

Construction Types: Building

Counties: Florida Counties of
Hardee

Modification Number	Publication Date
0	01/02/2026
1	05/18/2026

ELEC0915-006 12/01/2025

	Rates	Fringes
ELECTRICIAN	$ 33.11	14.59

ENGI0487-031 06/01/2023

	Rates	Fringes
POWER EQUIPMENT OPERATOR: GROUP 3 CRANES NOT DESCRIBED ABOVE	$ 37.01	16.85
POWER EQUIPMENT OPERATOR: GROUP 2 LATTICE UNDER 150 TON, 100 TON UP TO 250 TON HYDRO CRANES	$ 38.01	16.85
POWER EQUIPMENT OPERATOR: GROUP 1: 150 TON LATTICE, 250 TON HYDRO, FRICTION, TOWER AND LUFFING CRANES, 300+ FT BOOM	$ 39.01	16.85

IRON0397-005 07/01/2024

	Rates	Fringes
IRONWORKER: REINFORCING AND STRUCTURAL	$ 35.25	17.32

PAIN0088-005 06/01/2021

	Rates	Fringes
PAINTER: BRUSH ONLY	$ 18.00	12.36

SFFL0821-001 07/01/2025

	Rates	Fringes
SPRINKLER FITTER (FIRE SPRINKLERS)	$ 35.03	24.00

SHEE0015-002 07/01/2023

	Rates	Fringes
SHEET METAL WORKER (HVAC DUCT INSTALLATION ONLY).....	$ 25.75	16.92

SUFL2009-050 05/22/2009

	Rates	Fringes
TRUCK DRIVER, INCLUDES DUMP AND 10 YARD HAUL AWAY	$ 8.00	0.15
ROOFER: BUILT UP, COMPOSITION, HOT TAR AND SINGLE PLY	$ 14.33	0.00
PLUMBER	$ 12.27	3.33
PAINTER: ROLLER AND SPRAY	$ 11.21	0.00
OPERATOR: PUMP.....	$ 11.00	0.00
OPERATOR: PAVER (ASPHALT, AGGREGATE, AND CONCRETE).....	$ 9.58	0.00
OPERATOR: BACKHOE/EXCAVATOR	$ 16.98	0.00
LABORER: PIPELAYER.....	$ 10.45	0.00
LABORER: COMMON OR GENERAL.....	$ 8.62	0.00
FENCE ERECTOR	$ 9.94	0.00
CEMENT MASON/CONCRETE FINISHER.....	$ 12.45	0.00
CARPENTER	$ 15.08	5.07

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least $13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract from May 11, 2026, through December 31, 2026. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than SU , UAVG , SA , or SC denotes that a union rate was prevailing for that classification in the survey. Example:

PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The SU identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

SU wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The SA identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the SA identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:
   a) a survey underlying a wage determination
   b) an existing published wage determination
   c) an initial WHD letter setting forth a position on a wage determination matter
   d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor

200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

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END OF GENERAL DECISION

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General Decision Number: FL20260238 05/18/2026

State: Florida

Construction Types: Highway

Counties: Florida Counties of
De Soto, Glades, Hardee, Hendry, Monroe and Okeechobee

Modification Number	Publication Date
0	01/02/2026
1	05/18/2026

SUFL2022-007 06/27/2024

	Rates	Fringes
TRUCK DRIVER: DISTRIBUTOR TRUCK	$ 19.84	0.00
TRUCK DRIVER: WATER TRUCK	$ 17.87	0.00
TRUCK DRIVER: LOWBOY TRUCK	$ 20.99	0.95
TRUCK DRIVER: DUMP TRUCK	$ 15.89	3.75
TRAFFIC CONTROL PERSON	$ 15.00	0.64
OPERATOR: SCREED	$ 18.29	0.00
OPERATOR: ROLLER	$ 15.38	0.00
OPERATOR: PAVER (ASPHALT, AGGREGATE, AND CONCRETE)	$ 16.51	0.00
OPERATOR: MILLING MACHINE	$ 18.31	2.22
OPERATOR: MECHANIC	$ 16.10	0.68
OPERATOR: LOADER	$ 15.63	0.00
OPERATOR: GRADER/BLADE	$ 18.46	0.00
OPERATOR: CRANE	$ 32.96	0.00
OPERATOR: BULLDOZER	$ 15.91	0.00
OPERATOR: BROOM/SWEEPER	$ 14.60	0.00
OPERATOR: BOBCAT/SKID STEER/SKID LOADER	$ 17.19	1.45
OPERATOR: BACKHOE/EXCAVATOR/TRACKHOE	$ 17.23	0.74
LABORER: GRADE CHECKER	$ 14.67	0.00
LABORER: PIPELAYER	$ 17.00	0.70
LABORER: COMMON OR GENERAL	$ 14.10	0.00
LABORER: ASPHALT, INCLUDES RAKER, SHOVELER, SPREADER AND DISTRIBUTOR	$ 14.90	0.00
ELECTRICIAN	$ 21.13	3.31

CEMENT MASON/CONCRETE FINISHER ..... $ 20.00 0.82

CARPENTER ..... $ 15.61 0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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U.S. Department of Labor
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2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

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The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

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END OF GENERAL DECISION

SECTION C

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS (29 CFR PART 5)

C-1 Overtime Requirements.

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

C-2 Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph C-1 above, the contractor or any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph C-1 above, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph C-1 above.

C-3 Withholding for Unpaid Wages and Liquidated Damages.

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

C-4 Subcontractors.

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

C-5 Working Conditions.

No contractor or subcontractor may require any laborer or mechanic employed in the performance of any contract to work in surroundings or under working conditions that are unsanitary, hazardous or dangerous to his health or safety as determined under construction safety and health standards (29 CFR Part 1926) issued by the Department of Labor.

SECTION D

CLEAN AIR AND WATER POLLUTION CONTROL REQUIREMENTS

D-1 Any other provision herein to the contrary notwithstanding, the contractor in carrying out work under this contract, shall at all times comply with all applicable state and federal air and water quality standards; with all pollution control laws; and with such rules, regulations, and directives as may be lawfully issued by a local, state, or federal agency having within its jurisdiction the protection of the environment in the area surrounding where work under this contract will be performed. In addition, the contractor shall comply with directives given by the Project Engineer in implementation of the letter and intent of FAA/FDOT Advisory Circular 150/5370-10, Item P-156, Temporary Air and Water Pollution, Soil Erosion and Siltation Control.

D-2 Contractors and subcontractors agree:

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

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

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

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

SECTION E

CONTRACTUAL REQUIREMENTS PURSUANT TO CIVIL RIGHTS ACT OF 1964, TITLE VI (49 CFR PART 21)

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin), creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21 including amendments thereto.
3. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

    a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
    b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

SECTION F

TERMINATION OF CONTRACT
(49 CFR PART 18)

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

2. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.

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

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

5. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

SECTION G

BUY AMERICAN - STEEL AND MANUFACTURED PRODUCTS FOR CONSTRUCTION CONTRACTS
(Aviation Safety and Capacity Expansion Act of 1990)

(a) The Contractor agrees that only domestic steel and manufactured products will be used by the Contractor, subcontractors, materialmen, and suppliers in the performance of this contract, as defined in (b) below.

(b) The following terms apply to this clause:

1. Steel and manufactured products. As used in this clause, steel and manufactured products include (1) those produced in the United States or (2) a manufactured product produced in the United States, if the cost of its components mined, produced or manufactured in the United States exceeds 60 percent of the cost of all its components and final assembly has taken place in the United States.

2. Components. As used in this clause, components means those articles, materials, and supplies incorporated directly into steel and manufactured products.

3. Cost of Components. This means the cost for production of the components, exclusive of final assembly labor costs.

(c) The successful bidder assures that only domestic steel and manufactured products will be used by the Contractor, subcontractors materialmen, and suppliers in the performance of this contract, except those

(1) that the U.S. Department of Transportation has determined, under the Aviation Safety and Capacity Expansion Act of 1990, are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality;

(2) that the U.S. Department of Transportation has determined, under the Aviation Safety and Capacity Expansion Act of 1990, that domestic preference would be inconsistent with the public interest; or

(3) that inclusion of domestic material will increase the cost of the overall project contract by more than 25 percent.

List of supplies and materials that the U.S. Government has determined are not produced in the United States in sufficient and reasonably available quantities and of sufficient quality. (Jan 1991)

Acetylene, black
Agar, bulk
Anise
Antimony, as metal or oxide
Asbestos, amosite, chrysolite, and Crocidolite
Bananas
Bauxite
Beef, corned, canned
Beef extract
Bephenium Hydroxynapthoate
Bismuth
Books, trade, text, technical, or scientific; newspapers; pamphlets; magazines; periodicals; printed briefs and films; not printed in the United States and for which domestic editions are not available.
Brazil nuts, unroasted
Cadmium, ores and flue dust
Calcium cyanamide
Capers
Cashew nuts
Castor beans and castor oil
Chalk, English
Chestnuts
Chicle
Chrome ore or chromite
Cinchona bark
Cobalt, in cathodes, rondelles, or other primary ore and metal forms.
Cocoa beans
Coconut and coconut meat, unsweetened, in shredded, desiccated or similarly prepared form.
Coffee, raw or green bean
Colchicine alkaloid, raw
Copra
Cork, wood or bark and waste
Cover glass, microscope slide
Cryolite, natural
Dammar gum
Diamonds, industrial, stones and abrasives
Emetine, bulk
Ergot, crude
Erthrityl tetranitrate
Fair linen, altar
Fibers of the following types: abaca, abace, agave, coir, flax, jute, jute burlaps, palmyra and sisal.
Goat and kidskins
Graphite, natural, crystalline, crucible grade
Handsewing needles
Hemp yarn
Hogbristles for brushes
Hyoscine, bulk
Ipecac, root
Iodine, crude
Kaurigum
Lac
Leather, sheepskin, hair type
Lavender oil
Manganese
Menthol, natural bulk
Mica
Microprocessor chips (brought onto a construction site as separate units for incorporation into building systems during construction or repair and alteration of real property.)
Nickel, primary, in ingots, pigs, shots, cathodes, or similar forms; nickel oxide and nickel salts.
Nitroguanidine (also known as picrite)
Nux vomica, crude
Oiticica oil
Olive oil Olives (green), pitted or unpitted, or stuffed, in bulk.
Opium, crude
Oranges, mandarin, canned
Petroleum, crude oil, unfinished oils, and finished products (see definitions at the end)
Pine needle oil
Platinum and related group metals, refined as sponge, powder, ingots, or cast bars.
Pyrethrum flowers
Quartz crystals
Quebrancho
Quinidine
Quinine
Rabbit fur felt
Radium salts, source and special nuclear materials
Rosettes
Rubber, crude and latex
Rutile
Santonin, crude
Secretin
Shellac
Silk, raw and unmanufactured
Spare and replacement parts for equipment of foreign manufacture, and for which domestic parts are not available.
Spices and herbs, in bulk
Sugars, raw
Swords and scabbards
Talc, block, steatite
Tantalum
Tapioca flour and cassava
Tartar, crude; tartaric acid and cream of tartar in bulk.
Tea in bulk
Thread, metallic (gold)
Thyme oil
Tin in bars, blocks, and pigs
Triprolidine hydrochloride
Tungsten
Vanilla beans
Venom, cobra
Wax, canauba
Woods; logs, veneer, and lumber of the following species: Alaskan yellow cedar, angelique, balsa, ekki greenhart, lignum vitae, mahogany, and teak.
Yarn, 50 Denier rayon

List of Supplies/Materials that the U.S. Government Has Determined Are Not Produced In the United States In Sufficient and Reasonably Available Quantities And of Sufficient Quality (Jan 1991) (CONTINUED)

Petroleum terms are used as follows:

"Crude oil" means crude petroleum, as it is produced at the wellhead, and liquids (under atmospheric conditions) that have been recovered from mixtures of hydrocarbons that existed in a vaporous phase in a reservoir and that are not natural gas products.

"Finished products" means any one or more of the following petroleum oils, or a mixture or combination of these oils, to be used without further processing except blending by mechanical means:

(A) "Asphalt" - a solid or semi-solid cementitious material that (1) gradually liquefies when heated, (2) has bitumens as its predominating constituents, and (3) is obtained in refining crude oil.

(B) "Fuel oil" - a liquid or liquefiable petroleum product burned for lighting or for the generation of heat or power and derived directly or indirectly from crude oil, such as kerosene, range oil, distillate fuel oils, gas oil, diesel fuel, topped crude oil, or residues.

(C) "Gasoline" - a refined petroleum distillate that, by its consumption, is suitable for use as a carburant in internal combustion engines.

(D) "Jet fuel" - a refined petroleum distillate used to fuel jet propulsion engines.

(E) "Liquefied gases" - hydrocarbon gases recovered from natural gas or produced from petroleum refining and kept under pressure to maintain a liquid state at ambient temperatures.

(F) "Lubricating oil" - a refined petroleum distillate or specially treated petroleum residue used to lessen friction between surfaces.

(G) "Naphtha" - a refined petroleum distillate falling within a distillation range overlapping the higher gasoline and the lower kerosenes.

(H) "Natural gas products" - liquids (under atmospheric conditions) including natural gasoline, that -

(1) are recovered by a process of absorption, adsorption, compression, refrigeration, cycling, or a combination of these processes, from mixtures of hydrocarbons that existed in a vaporous phase in a reservoir, and

(2) when recovered and without processing in a refinery, definitions of products contained in subdivision (B), (C), and (G) above.

(I) "Residual fuel oil" - a topped crude oil or viscous residuum that, as obtained in refining or after blending with other fuel oil, meets or is the equivalent of MILSPEC Mil-F-859 for Navy Special Fuel Oil and any more viscous fuel oil, such as No. 5 or Bunker C.

"Unfinished oils" means one or more of the petroleum oils listed under "Finished products" above, or a mixture or combination of these oils, that are to be further processed other than by blending by mechanical means.

SECTION H

EQUAL EMPLOYMENT OPPORTUNITY
(41 CFR PART 60-1.4(b))

During the performance of this contract, the contractor agrees as follows:

H-1 The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

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

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

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

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

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

SECTION I

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (41 CFR 60-4.3)

1. As used in these specifications:

a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;

d. "Minority" includes:

(1) Black (all) persons having origins in any of the Black African racial groups not of Hispanic origin);

(2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);

(3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

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

3. If the contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

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

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

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

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

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

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

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

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

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

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

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

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

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

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

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

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

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

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

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.

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

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

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

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

13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

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

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

SECTION J

MANDATORY REQUIREMENT FOR ALL AIP FUNDED CONSTRUCTION PROJECTS INVOLVING ELECTRICAL ENERGY OR OTHER HAZARDOUS ENERGY SOURCES

For projects involving electrical energy or other hazardous energy source, the contractor shall submit a copy of their Lockout/Tagout program which meets the requirements of 29 CFR 1910.331, Safety Related Work Practices (OSHA). During the performance of electrical work, it is recommended than an unannounced inspection be performed by the airport sponsor or his agent to determine if the Lockout/Tagout program is being followed. Immediate action shall be taken to correct noncompliance, including suspension of work when necessary.

APPENDIX II
BID CONDITIONS, DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

1. Contract Assurance.

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

2. Prompt Payment.

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from the City of Wauchula. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City of Wauchula. This clause applies to both DBE and non-DBE subcontractors.

B. Other Contract Provisions.

1. Good Faith Efforts.

The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. It is the policy of the City of Wauchula to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit bids/proposals. Award of this contact will be conditioned upon satisfying the requirements of this bid specification. These requirements apply to all bidders/offerors, including those who qualify as a DBE. A DBE contract goal of **0 percent** has been established for this contract. The bidder/offeror shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26 (Attachment 1), to meet the contract goal for DBE participation in the performance of this contract.

The bidder/offeror will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating; (4) written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal; (5) written confirmation from the DBE that it is participating in the contract as provided in the commitment under (4); and (6) if the contract goal is not met, evidence of good faith efforts.

"The bidder/offeror shall submit the information in (4) and (5) prior to a commitment by the City of Wauchula to award the contract to the apparent successful competitor, at a time to be specified by the City of Wauchula as a condition of responsibility."

All other submissions are required at the time of bidding, as specified in the Instructions to Bidders, and Bid Form. DBE participation in this contract may be in form of a prime contract, subcontract, joint venture, or another arrangement that qualifies under 49 CFR Sections 26.55, "How is DBE participation counted toward goals?" or 26.53(g), both of which are included as Attachment 2.

Appendix A to Part 26

I. When, as a recipient, you establish a contract goal on a DOT-assisted contract, a bidder must, in order to be responsible and/or responsive, make good faith efforts to meet the goal. The bidder can meet this requirement in either of two ways. First, the bidder can meet the goal, documenting commitments for participation by DBE firms sufficient for this purpose. Second, even if it doesn't meet the goal, the bidder can document adequate good faith efforts. This means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.

II. In any situation in which you have established a contract goal, part 26 requires you to use the good faith efforts mechanism of this part. As a recipient, it is up to you to make a fair and reasonable judgment whether a bidder that did not meet the goal made adequate good faith efforts. It is important for you to consider the quality, quantity, and intensity of the different kinds of efforts that the bidder has made. The efforts employed by the bidder should be those that one could reasonably expect a bidder to take if the bidder were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere *pro forma* efforts are not good faith efforts to meet the DBE contract requirements. We emphasize, however, that your determination concerning the sufficiency of the firm's good faith efforts is a judgment call: meeting quantitative formulas is not required.

III. The Department also strongly cautions you against requiring that a bidder meet a contract goal (i.e., obtain a specified amount of DBE participation) in order to be awarded a contract, even though the bidder makes an adequate good faith efforts showing. This rule specifically prohibits you from ignoring *bona fide* good faith efforts.

IV. The following is a list of types of actions which you should consider as part of the bidder's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

A. Soliciting through all reasonable and available means (e.g., attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.

C. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

D. (1) Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.

(2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

E. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal.

F. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.

G. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

H. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

V. In determining whether a bidder has made good faith efforts, you may take into account the performance of other bidders in meeting the contract. For example, when the apparent successful bidder fails to meet the contract goal, but others meet it, you may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the goal, but meets or exceeds the average DBE participation obtained by other bidders, you may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made good faith efforts.

49 CFR - Subtitle A - PART 26.55

(a) When a DBE participates in a contract, you count only the value of the work actually performed by the DBE toward DBE goals.

(1) Count the entire amount of that portion of a construction contract (or other contract not covered by paragraph (a)(2) of this section) that is performed by the DBE's own forces. Include the cost of supplies and materials obtained by the DBE for the work of the contract, including supplies purchased or equipment leased by the DBE (except supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate).

(2) Count the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a DOT-assisted contract, toward DBE goals, provided you determine the fee to be reasonable and not excessive as compared with fees customarily allowed for similar services.

(3) When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.

(b) When a DBE performs as a participant in a joint venture, count a portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces toward DBE goals.

(c) Count expenditures to a DBE contractor toward DBE goals only if the DBE is performing a commercially useful function on that contract.

(1) A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, you must evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and other relevant factors.

(2) A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, you must examine similar transactions, particularly those in which DBEs do not participate.

(3) If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, you must presume that it is not performing a commercially useful function.

(4) When a DBE is presumed not to be performing a commercially useful function as provided in paragraph (c)(3) of this section, the DBE may present evidence to rebut this presumption. You may determine that the firm is performing a commercially useful function given the type of work involved and normal industry practices.

(5) Your decisions on commercially useful function matters are subject to review by the concerned operating administration, but are not administratively appealable to DOT.

(d) Use the following factors in determining whether a DBE trucking company is performing a commercially useful function:

(1) The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.

(2) The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.

(3) The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.

(4) The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.

(5) The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a DBE.

(6) For purposes of this paragraph (d), a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

(e) Count expenditures with DBEs for materials or supplies toward DBE goals as provided in the following:

(1) (i) If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies toward DBE goals.

~~(ii) For purposes of this paragraph (e)(1), a manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.~~

~~(2) (i) If the materials or supplies are purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies toward DBE goals.~~

~~(ii) For purposes of this section, a regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.~~

~~(A) To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.~~

~~(B) A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business as provided in this paragraph (e)(2)(ii) if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis.~~

~~(C) Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers within the meaning of this paragraph (e)(2).~~

~~(3) With respect to materials or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer, count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, toward DBE goals, provided you determine the fees to be reasonable and not excessive as compared with fees customarily allowed for similar services. Do not count any portion of the cost of the materials and supplies themselves toward DBE goals, however.~~

~~(f) If a firm is not currently certified as a DBE in accordance with the standards of subpart D of this part at the time of the execution of the contract, do not count the firm's participation toward any DBE goals, except as provided for in § 26.87(i).~~

~~(g) Do not count the dollar value of work performed under a contract with a firm after it has ceased to be certified toward your overall goal.~~

~~(h) Do not count the participation of a DBE subcontractor toward a contractor's final compliance with its DBE obligations on a contract until the amount being counted has actually been paid to the DBE.~~

~~49 CFR - Subtitle A - PART 26.53(g)~~

~~(g) You must apply the requirements of this section to DBE bidders/offerors for prime contracts. In determining whether a DBE bidder/offeror for a prime contract has met a contract goal, you count the work the DBE has committed to performing with its own forces as well as the work that it has committed to be performed by DBE subcontractors and DBE suppliers.~~

END OF APPENDIX II

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STATE OF FLORIDA

JAMES UTHMEIER
ATTORNEY GENERAL

January 19, 2026

Racial discrimination is wrong. It is also unconstitutional. Yet Florida maintains several laws on its books that promote and require discrimination on its face. Therefore, I requested, and I am now giving, an official opinion in writing on a question of law relating to my official duties.[1] As Florida's chief legal officer, the constitutionality of laws that seek to mandate discrimination based on race relates to my official duties as Attorney General.

The question of law presented here is: Are Florida laws that mandate discrimination based on race by giving preferences to certain racial groups, using race-based classifications, or employing racial quotas, constitutional? In short, the answer is no. Any laws requiring race-based state action are presumptively unconstitutional under the Fourteenth Amendment's Equal Protection Clause and Article I, section 2, of Florida's Constitution.[2]

I. Constitutional Framework for Race-Based State Action

The Equal Protection Clause of the Fourteenth Amendment provides that "[n]o State shall . . . deny to any person within its jurisdiction the equal protection of the laws."[3] Article I, section 2 of Florida's Constitution similarly guarantees that all residents of Florida "are equal before the law" and prohibits any person from being "deprived of any right because of race, religion, national origin, or physical disability." "The central purpose of the Equal Protection Clause of the Fourteenth Amendment is the prevention of official conduct discriminating on the basis of race."[4] Our country and our Constitution are therefore committed to "treat[ing] citizens as individuals, not as simply components of a racial, religious, sexual, or

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[1] *See* § 16.01(3), Fla. Stat.

[2] In addition to the statutes and rules cited throughout this Opinion, see the **Appendix** to this Opinion for a non-exhaustive list of other state laws that require race-based discrimination.

[3] U.S. Const. amend. XIV § 1.

[4] *Washington v. Davis*, 426 U.S. 229, 239 (1976); *see also Palmore v. Sidoti*, 466 U.S. 429, 432 (1984) ("A core purpose of the Fourteenth Amendment was to do away with all governmentally imposed discrimination based on race."); *Loving v. Virginia*, 388 U.S. 1, 10 (1967) ("The clear and central purpose of the Fourteenth Amendment was to eliminate all official state sources of invidious racial discrimination in the States.").

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national class."[5] Were it otherwise, we would "effectively assur[e] that race will always be relevant in American life, and that the ultimate goal of eliminating entirely from governmental decision making such irrelevant factors as a human being's race will never be achieved."[6]

For government officials, the path forward is simple: "The way to stop discrimination on the basis of race is to stop discriminating on the basis of race."[7] The Supreme Court recently reaffirmed as much in *Students for Fair Admissions, Inc. v. President & Fellows of Harvard College* (*SFFA*), 600 U.S. 181 (2023). There, the Supreme Court invalidated Harvard College's and the University of North Carolina's race-based admissions procedures because they violated the Equal Protection Clause and Title VI of the federal Civil Rights Act. In doing so, the Court explained that such racial preferences are "by their very nature odious to a free people whose institutions are founded upon the doctrine of equality."[8] The Court further explained that "[a]ny exception to the Constitution's demand for equal protection must survive a daunting two-step examination known . . . as 'strict scrutiny.'"[9]

Strict scrutiny requires that any race-based state action be: (1) "used to 'further compelling governmental interests'" and (2) "'narrowly tailored'—meaning 'necessary'—to achieve that interest."[10] The Supreme Court has identified only two compelling interests that permit race-based state action: (1) "remediating specific, identified instances of past discrimination that violated the Constitution or a statute" and (2) "avoiding imminent and serious risks to human safety in prisons, such as a race riot."[11] These constitutional justifications are narrow and may not be extended lightly.

Narrow tailoring also requires race-based state action to be limited in duration because "all governmental use of race must have a logical end point."[12] Finally, race-based state action cannot be undertaken—and can never be narrowly tailored—if race-neutral alternatives have not been considered before a state resorts to utilizing race.[13] Putting this all

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[5] *Parents Involved in Cmty. Sch. v. Seattle Sch. Dist. No. 1*, 551 U.S. 701, 730 (2007) (quoting *Miller v. Johnson*, 515 U.S. 900, 911 (1995)).

[6] *Id.* (quotation marks omitted).

[7] *Id.* at 748.

[8] *SFFA*, 600 U.S. at 208 (quoting *Rice v. Cayetano*, 528 U.S. 495, 517 (2007)).

[9] *Id.* at 206 (citing *Adarand Constructors, Inc.* v. *Peña*, 515 U.S. 200, 227 (1995)).

[10] *Id.* at 206-07.

[11] *Id.* at 207.

[12] *Grutter v. Bollinger*, 539 U.S. 306, 342 (2003); *see also SFFA*, 600 U.S. at 221 (explaining that the colleges' admission procedures "also lack a 'logical end point'" (quoting *Grutter*, 539 U.S. at 342)).

[13] *See Fisher v. Univ. of Tex. at Austin*, 579 U.S. 365, 377 (2016) (reasoning that narrow tailoring requires the government to show that no workable race-neutral alternatives would achieve its compelling interest). The Supreme Court in *SFFA* permitted states to consider race-neutral alternatives. "The entire point of the Equal Protection Clause is that treating someone differently because of their skin color is *not* like treating them differently because they are from a city or from a suburb." 600 U.S. at 220, 230 (emphasis in original) (explaining that "nothing in [*SFFA*] should be construed as prohibiting universities from considering an applicant's discussion of how race affected his or her life, be it through discrimination, inspiration, or otherwise"); *see also Bos. Parent Coal. for Acad. Excellence Corp. v. Sch. Comm. for City of Bos.*, 89 F.4th 46, 62 (1st Cir. 2023) (explaining that "treating students differently based on the zip codes in which they reside was not like treating them differently because of their skin color"). Consequently, there would likely be no constitutional issues if a state, like Florida, were to replace racially biased language in policy or laws with language giving preferences to groups

together, the "moral imperative of racial neutrality" ensured by the Fourteenth Amendment demands that racial classifications are permitted only "as a last resort."[14]

These principles are "universal in [their] application."[15] *SFFA*'s reasoning and strict scrutiny analysis applies equally to race-based state action occurring in any context—whether it be in government contracting, business, healthcare, appointments, or other areas.[16] Indeed, the Florida Supreme Court recently applied *SFFA* outside of the educational context,[17] as have several federal courts.[18] Courts are therefore clear that honoring and enforcing the Fourteenth Amendment's promise to root out all forms of racial discrimination must be uniform throughout contexts and circumstances. After more than a century, it appears that American jurisprudence has finally caught up with Justice John Marshall Harlan's dissent in *Plessy*:

> Our constitution is color-blind, and neither knows nor tolerates classes among citizens. In respect of civil rights, all citizens are equal before the law. The humblest is the peer of the most powerful. The law regards man as man, and takes no account of his surroundings or of his color when his civil rights as guaranteed by the supreme law of the land are involved.[19]

II. Florida Laws That Discriminate Based on Race

Despite the principles discussed above, Florida still has numerous race-based discrimination laws on its books.[20] These discriminatory laws generally come in the form of race-based classifications, preferences, or quotas. But as the Supreme Court directed in *SFFA*, "[e]liminating racial discrimination means *eliminating all of it*."[21] Accordingly, for the reasons explained below, Florida laws that mandate race-based discrimination violate the U.S. and Florida Constitutions. Consistent with the Fourteenth Amendment, the Florida Constitution, and my oath of office, my studied opinion is that these laws are unconstitutional.

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based on factors such as geography or socioeconomic status, so long as they are not proxies for race. *See SFFA*, 600 U.S. at 230-31.

[14] *Bartlett v. Strickland*, 556 U.S. 1, 21 (2009).

[15] *SFFA*, 600 U.S. at 206.

[16] *See Ultima Servs. Corp. v. U.S. Dep't of Agric.*, 683 F. Supp. 3d 745, 770 n.8 (E.D. Tenn. 2023) ("The facts in [*SFFA*] concerned college admissions programs, but its reasoning is not limited to just those programs.").

[17] *Black Voters Matter Capacity Bldg. Inst., Inc. v. Sec'y of Fla. Dep't of State*, 415 So. 3d 180, 196 (Fla. 2025).

[18] *See, e.g.*, *Ultima Servs. Corp.*, 683 F. Supp. 3d at 764-74 (applying the *SFFA* analysis to a contract award program administered by the U.S. Department of Agriculture and the Small Business Administration); *Mid-Am. Milling Co., LLC v. United States Dep't of Transp.*, 2024 WL 4267183, at *9 (E.D. Ky. Sept. 23, 2024), *opinion clarified*, 2024 WL 4635430 (E.D. Ky. Oct. 31, 2024) (applying *SFFA* to the Department of Transportation's Disadvantaged Business Enterprise Program); *Fellowship of Christian Athletes v. D.C.*, 2024 WL 3400104, at *87-88 (D.D.C. July 11, 2024) (applying *SFFA* when evaluating an anti-discrimination policy applied against a high school chapter of the Fellowship of Christian Athletes); *Smyer v. Kroger Ltd. P'ship I*, 2024 WL 1007116, at *7-8 (6th Cir. Mar. 8, 2024) (Boggs, J., concurring) (considering *SFFA's* application in the context of employment discrimination).

[19] *Plessy v. Ferguson*, 163 U.S. 537, 559 (1896) (Harlan, J., dissenting).

[20] *See* **Appendix**.

[21] *SFFA*, 600 U.S. at 206 (emphasis added).

A. Race-Based Classifications

Florida law currently employs a system of race-based classifications that seeks to compel state agencies and other entities to discriminate based on race.[22] None of these laws withstands strict scrutiny. First, these laws do not further a compelling governmental interest because none of these laws identifies any of the limited, recognized constitutional justifications for race-based classifications—namely remedying specific instances of past discrimination or avoiding imminent and serious risks to human safety.[23] These laws further fail strict scrutiny because none are limited in duration and because they preclude race-neutral alternatives.[24]

One of the most egregious examples of race-based discrimination is section 110.112, Florida Statutes, which mandates state-wide participation in "programs of affirmative and positive action." Under section 110.112(2), the head of every executive agency must "develop and implement an affirmative action plan" which includes goals for race-based hires. Heads of agencies must also establish "annual goals for ensuring full utilization of groups underrepresented in the agency's workforce, including women, minorities, and individuals who have a disability, as compared to the relevant labor market."[25] To implement section 110.112, the Department of Management Services further promulgated detailed requirements for the content of each affirmative action plan: one such requirement is the listing of an organizational profile depicting the agency's organizational structure and "demographic information for all supervisors and employees within each unit and ... a total employee count ... by race or ethnicity."[26] The affirmative action plan must also describe the agency's auditing procedure used to measure and determine the agency's progress toward meeting its goals[27] and requires each agency to report race-based metrics, ostensibly as evidence of progress in meeting numeric goals outlined in each agency's plan.[28]

Neither section 110.112 nor Rule 60L-40.002 would survive strict scrutiny. First, compliance with the statute or the Rule would not achieve a compelling public interest because the policy does not address either of the constitutionally recognized race-based justifications. And neither section 110.112 nor Rule 60L-40.002 are narrowly tailored because they are not limited in duration and disregard other potential means of achieving diversity in a workforce through race-neutral alternatives like geographic residence or socioeconomic status.

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[22] *See, e.g.*, § 288.1167(1)-(3), Fla. Stat. (giving preferences to minorities in sports franchise contracting); § 1002.32(4), Fla. Stat. (requiring laboratory schools to create and utilize admissions programs considering race); § 1006.20(6)(a), Fla. Stat. (requiring a minority principal to be placed on every public liaison advisory committee).

[23] *SFFA*, 600 U.S. at 207.

[24] *Id.* at 221.

[25] § 110.112(2)(b), Fla. Stat.

[26] Rule 60L-40.002(2)(c), Fla. Admin. Code (titled, "Equal Employment Opportunity and Affirmative Action").

[27] Rule 60L-40.002(2)(i), Fla. Admin. Code.

[28] Rule 60L-40.002(2)(o)-(p), Fla. Admin. Code.

In sum, Florida law contains numerous race-based classifications that seek to compel state agencies and other entities to discriminate based on race. Because these laws compel discriminatory race-based state action and fail strict scrutiny, these and any other similar Florida laws are unconstitutional.

B. Race-Based Preferences in Government Contracting

Like the race-based classifications, Florida law also contains a variety of discriminatory provisions for government contracting.[29] Because these provisions are simply another form of race-based state action, these government contracting laws are subject to the same strict scrutiny review discussed in *SFFA*. In *City of Richmond v. J.A. Croson Co.*, 488 U.S. 469 (1989), the Supreme Court provided additional instruction on the issue of discriminatory contracting provisions. There, the Court struck down a city's plan requiring contractors awarded city construction contracts to subcontract at least 30% of the dollar amount of their contracts to minority businesses, stating that an amorphous claim of past discrimination made by the city could not justify such quotas.[30] Instead, the Court noted that the Constitution requires a "strong basis in evidence" for any race-based remedial action.[31]

Like the race-based contracting plan in *Croson*, Florida's discriminatory contracting provisions earmark certain opportunities for minority contractors without providing any "strong basis in evidence" to support this race-based action. For example, section 287.09451, Florida Statutes, provides "spending goal[s]" based on race for state contracts:

a. For construction contracts: 4 percent for black Americans, 6 percent for Hispanic-Americans, and 11 percent for American women.

b. For architectural and engineering contracts: 9 percent for Hispanic-Americans, 1 percent for Asian-Americans, and 15 percent for American women.

c. For commodities: 2 percent for black Americans, 4 percent for Hispanic-Americans, 0.5 percent for Asian-Americans, 0.5 percent for Native Americans, and 17 percent for American women.

d. For contractual services: 6 percent for black Americans, 7 percent for Hispanic-Americans, 1 percent for Asian-Americans, 0.5 percent for Native Americans, and 36 percent for American women.

As justification, the Legislature simply pointed to "a systematic pattern of past and continuing racial discrimination against minority business enterprises and a disparity in the availability and use of minority business enterprises in the state procurement system."[32] This hat-tip to the racial lingo du jour falls woefully short of evidencing "specific, identified instances of past discrimination."[33] This and other provisions fail to satisfy strict scrutiny under *SFFA* because they are not tied to a compelling governmental interest, are not limited in

[29] *See, e.g.*, § 288.706, Fla. Stat.; § 1013.46(1)(c), Fla. Stat.
[30] *Croson*, 488 U.S. at 497-99.
[31] *Id.* at 510 (quoting *Wygant v. Jackson Bd. of Educ.*, 476 U.S. 267, 277 (1986)).
[32] § 287.09451(1).
[33] *SFFA*, 600 U.S. at 207.

duration, and do not appear to have considered any race-neutral alternatives.[34] Accordingly, any Florida law that seeks to compel race-based discriminatory provisions through government contracting is unconstitutional.

C. Race-Based Quotas

Finally, Florida law contains various explicit and implicit quota requirements for minority representation on different boards, councils, and other similar entities.[35] Like the other forms of race-based state action, race-based quotas are subject to strict scrutiny. The Supreme Court has addressed race-based quotas in the past and held that such quotas cannot satisfy strict scrutiny review.[36]

Specifically, in *Regents of University of California v. Bakke*, the Supreme Court reviewed an admissions policy that reserved 16 out of 100 seats in a medical school class for members of certain minority groups.[37] Under this racial spoils system, non-minorities were ineligible for the reserved minority seats, while minorities were eligible for both the reserved minority seats and the remaining 84 unreserved seats.[38] The Court struck down the policy because it violated the Fourteenth Amendment.[39] And the Court has reaffirmed *Bakke* time and again.[40]

Like the quotas at issue in *Bakke*, Florida's explicit quota provisions reserve a proportional share of opportunities for minorities alone. For example, at least four members of the Florida Cancer Control and Research Advisory Council must be minorities.[41] Those statutes mention no remedial justifications for the discriminatory provisions. These and other similar quotas fail to comply with the Equal Protection Clause. They are tied to no compelling interests, are unlimited in duration, and have not considered any race-neutral alternatives. Accordingly, all race-based quota requirements in Florida law are unconstitutional.

III. Conclusion

Any Florida law that seeks to mandate discrimination based on race by giving preferences to certain racial groups, using race-based classifications, or by employing racial quotas is unconstitutional.[42] The Supreme Court has spoken directly and clearly on this

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[34] A Florida federal court has already held that section 287.09451 violates the Fourteenth Amendment. *Fla. A.G.C. Council, Inc. v. Florida*, 303 F. Supp. 2d 1307, 1316 (N.D. Fla. 2004) (holding "that § 287.09451 *et seq.* is not narrowly tailored to serve a compelling governmental interest, and consequently violates the Equal Protection Clause of the Fourteenth Amendment").

[35] *See, e.g.*, § 420.622(2), Fla. Stat. (requiring minority representation to be considered in the appointment of members to the Council on Homelessness).

[36] *See* 438 U.S. 265, 319-20 (1978).

[37] *Id.* at 289.

[38] *Id.* at 319-20.

[39] *Id.* at 320.

[40] *See, e.g.*, *Grutter*, 539 U.S. at 334 (holding that race-based quota programs are not narrowly tailored and are thus incapable of surviving strict scrutiny review).

[41] § 1004.435(4)(a), Fla. Stat.

[42] To be clear, this Opinion does not purport to discuss every race-based discriminatory law in the State of Florida. The laws cited herein are examples of *some* of these discriminatory laws. The

issue: "Eliminating racial discrimination means *eliminating all of it*."[43] As Attorney General, I and my office must honor the U.S. and Florida Constitutions' guarantee of equal protection under the law. Because enforcing and obeying these discriminatory laws would violate those bedrock legal guarantees, those laws are unconstitutional. "The law regards man as man, and takes no account of his surroundings or of his color when his civil rights as guaranteed by the supreme law of the land are involved."[44] My office, therefore, will not defend or enforce any of these discriminatory provisions.

Sincerely,

James Uthmeier
ATTORNEY GENERAL

Appendix to this opinion contains additional laws that—for reasons expressed herein—are unconstitutional as applied in a racial context.

[43] *SFFA*, 600 U.S. at 206 (emphasis added).

[44] *Plessy*, 163 U.S. at 559 (Harlan, J., dissenting).

APPENDIX[45]

AHCA § 395.807, Fla. Stat.: the family practice retention advisory committee is required to develop a program for recruiting minority physicians into family practice residency programs and to promote further efforts to retain and place minority physicians into local communities.

AHCA § 409.901, Fla. Stat.: defines "minority physician network" as a network of primary care physicians with experience managing Medicaid or Medicare recipients that are predominantly owned by minorities and have a partnership with a public college/university.

AHCA § 409.920, Fla. Stat.: includes minority physician networks in the definition of "managed care plans."

AHCA § 641.217, Fla. Stat.: requires any entity contracting with AHCA to provide services to Medicaid recipients or state employees to submit a plan outlining its plan for recruitment and retention of minority providers.

Commerce § 20.60, Fla. Stat.: requires the Secretary of the Department of Commerce to promote minority businesses.

Commerce § 288.001, Fla. Stat.: provides that minority status must be taken into consideration when making appointments to the Florida Small Business Development Center Network advisory board.

Commerce § 288.0065, Fla. Stat.: the annual report provided on annual incentives as part of the commercial development and capital improvements plan must include a description of the trends relating to business interest in and usage of incentives by minority-owned businesses receiving incentives.

Commerce §§ 288.702-288.706, Fla. Stat.: establishes the "Florida Small and Minority Business Assistance Act," which includes a loan program for minority businesses.

Commerce § 288.7094, Fla. Stat.: provides that black business investment corporations are eligible to participate in the Black Business Loan Program established under § 288.7102 and shall receive priority consideration.

Commerce § 288.7102, Fla. Stat.: Establishes the "Black Business Loan Program."

Commerce §§ 288.7103 and 288.714, Fla. Stat.: establishes the conditions of the black business loan program.

Commerce § 288.1167, Fla. Stat.: sets aside 15% of contracts for sports franchise food and beverage concessions for minority businesses.

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[45] The state agency or branch primarily affected by the statute is listed next to the applicable statute along with a general description of the statute.

Commerce § 288.12266, Fla. Stat.: creates the Targeted Marketing Assistance Program to enhance the tourism business marketing of small, minority, rural, and agritourism businesses in the state.

Commerce § 288.1229, Fla. Stat.: the Florida Sports Foundation's board of directors is required to contain representatives of all regions of the state and must represent ethnic diversity.

Commerce § 288.124, Fla. Stat.: authorizes the "Florida Tourism Industry Marketing Corporation" to establish a convention grants program to attract minority conventions.

Commerce § 288.7015, Fla. Stat.: requires the Governor to appoint a rules ombudsman who—among other things—reviews rules for any disproportionate impact on small and minority businesses.

Commerce § 288.776, Fla. Stat.: provides that minority representation must be taken into consideration when making appointments to the Florida Tourism Industry Marketing Corporation.

Commerce § 290.0056, Fla. Stat.: provides that minority representation in enterprise zone development agencies must be taken into account when making appointments.

Commerce § 290.0057, Fla. Stat.: requires strategic plans for new enterprise zones to identify the amount of private/public partnerships which may include cooperation with black business investment corporations.

Commerce § 290.046, Fla. Stat.: as part of the application for grants in the urban redevelopment program, the "needs score" may take into account the use of minority-owned enterprises in previous grants.

Commerce § 625.3255, Fla. Stat.: "An insurer may invest in any capital participation instrument or evidence of indebtedness issued by the Department of Commerce pursuant to the Florida Small and Minority Business Assistance Act."

Commerce § 658.67, Fla. Stat.: "up to 10 percent of the capital accounts of a bank or trust company may be invested in any capital participation instrument or evidence of indebtedness issued by the Department of Commerce pursuant to the Florida Small and Minority Business Assistance Act."

DBPR § 320.63, Fla. Stat.: motor vehicle applicants and licensees must report annually to DBPR on its efforts to add new minority dealer points.

DBPR § 473.3065, Fla. Stat.: establishes the "Clay Ford Scholarship Program" to assist minority people in becoming Certified Public Accountants.

DBPR § 489.111, Fla. Stat.: requires DBPR to establish "a sensitivity review committee" made of representatives of various ethnic and minority groups to ensure that no discriminatory questions are present in the contracting licensing exam.

DEP § 373.1135, Fla. Stat.: authorizes water management districts to implement a program to encourage minority owned businesses to participate in district procurement and contract activities.

DEP § 373.607, Fla. Stat.: authorizes water management districts to implement recommendations to achieve minority business enterprise procurement goals.

DEP § 376.84, Fla. Stat.: provides for incentives for minority business enterprises program for brownfield redevelopment.

DFS § 17.11, Fla. Stat.: requires the Chief Financial Officer to submit a report regarding disbursements to minority-owned businesses.

DFS § 626.2415, Fla. Stat.: authorizes DFS to provide life insurance examinations providers demographic information on applications relating to examinations taken to qualify for an insurance agent license if DFS requires the provider to review and analyze examination results in conjunction with the race or ethnicity and native language of examinees.

DHSMV § 320.605, Fla. Stat.: declares it the intent of the Legislature to provide minorities with opportunities for full participation as motor vehicle dealers.

DHSMV § 322.292, Fla. Stat.: when considering applications for DUI program licenses, the Department of Highway Safety and Motor Vehicles is required to take into account if the program will provide improved services for minority clients.

DMS § 110.112, Fla. Stat.: declares the policy of this state is to assist in providing the assurance of equal opportunity through programs of affirmative and positive action that will allow the full utilization of minorities.

DMS § 110.211, Fla. Stat.: requires state employment recruitment efforts to place special emphasis on attracting minorities and other groups that are underrepresented in the workforce of the employing agency.

DMS § 110.605, Fla. Stat.: requires DMS to develop an affirmative action program to ensure the "full utilization" of minorities in Selected Exempt Service positions in the state.

DMS § 255.101, Fla. Stat.: cross references to §§ 287.093 and 287.09451, which relate to affirmative action in contracts for public construction works.

DMS § 255.102, Fla. Stat.: establishes affirmative action programs in construction contracts for state universities capital projects.

DMS § 255.20, Fla. Stat.: provides that the local government may further consider the impact on local economic development, the impact on small and minority business owners as part of their consideration of bids for public construction work.

DMS § 287.012, Fla. Stat.: defines "minority business enterprise" and "office" (Office of Supplier Diversity).

DMS § 287.042, Fla. Stat.: the Office of Supplier Diversity within DMS may monitor to ensure that opportunities are afforded for contracting with minority businesses as part of state contracts for commodities and contractual services. DMS must explore "reasonable and economical" ways to use certified minority businesses.

DMS § 287.055, Fla. Stat.: acquisition of professional architectural, engineering, landscape architectural, or surveying and mapping services—when securing professional services, an agency must endeavor to meet goals set by § 287.09451. One of the requirements agencies must consider as part of the procurement process is whether the vendor is a minority business.

DMS § 287.057, Fla. Stat.: procurement of commodities or contractual services—several provisions related to the use of minority businesses and the Office of Supplier Diversity.

DMS § 287.059, Fla. Stat.: one of the characteristics that agencies are "encouraged" to consider when hiring outside counsel is the law firm's minority status.

DMS § 287.093, Fla. Stat.: authorizes counties, municipalities, community colleges, and district school boards to set aside up to 10% of funds allocated for the procurement of personal property and services for the purpose of entering into contracts with minority business enterprises.

DMS § 287.0931, Fla. Stat.: state and local government agencies are encouraged to offer at least 20% participation to minority firms in bond underwriting.

DMS § 287.094, Fla. Stat.: establishes the certification of minority business enterprises.

DMS § 287.0943, Fla. Stat.: creates a task force to establish criteria to increase minority business participation in the procurement process.

DMS § 287.09431, Fla. Stat.: statewide and local government agreement to "remedy social and economic disadvantage suffered by certain groups."

DMS § 287.09451, Fla. Stat.: creates the Office of Supplier Diversity within DMS to assist minority businesses in becoming suppliers of commodities, services, and construction to the state. Establishes racial quotas for several professions who may contract with the state, such as construction workers, architects, engineers, and other contracted services.

DMS § 287.0947, Fla. Stat.: creates the Florida Advisory Council on Small and Minority Business Development. The council researches and reviews the role of small and minority businesses in the state, reviews emerging issues relating to small and minority business development, and assesses the reasonableness and effectiveness of agency actions to assist minority businesses.

DOE § 446.041, Fla. Stat.: establishes the duties of DOE in administering apprenticeship programs; requires DOE to ensure that "minority … diversity" is considered in administering the program.

DOE § 1001.216, Fla. Stat.: establishes the Council on the Social Status of Black Men and Boys. The Council's goal is to make a systematic study of the conditions affecting black men and boys, including homicide rates, arrest and incarceration rates, poverty, violence, drug abuse, death rates, disparate annual income levels, school performance, and health issues.

DOE § 1001.452, Fla. Stat.: requirements for district and school advisory councils to be representative of the "ethnic, racial, and economic" community served by the school; requires councils to appoint additional member to ensure proper representation; requires the Commissioner of Education to determine that each council has maximized their efforts to include minority persons and persons of lower socioeconomic status.

DOE § 1002.32, Fla. Stat.: requires lab schools to promote and encourage the student admissions process to result in a representative sample of public-school enrollment based on race, socioeconomic status, and academic ability, notwithstanding non-discrimination requirements in schools, set forth ins. 1000.05.

DOE § 1004.42, Fla. Stat.: establishes the FSU College of Medicine with a principal focus on recruiting and training professionals to meet the primary health care needs of the state, especially the needs of the state's elderly, rural, minority, and other underserved citizens. Clinical exposures are programmed with a focus on that goal. The College is directed to increase recruitment of minority students by participating in outreach efforts like the Program in Medical Sciences targeting middle and high school students.

DOE § 1006.20, Fla. Stat.: the Florida High School Athletic Association's public liaison advisory committee is required to include a member school principal who is a member of a racial minority.

DOE § 1007.34, Fla. Stat.: creates a college reach-out program to increase the number of low- income educationally disadvantaged minority students to increase their likelihood of attending post-secondary institutions.

DOH § 20.43, Fla. Stat.: establishing within the Department of Health the Office of Minority Health and Health Equity.

DOH § 383.216, Fla. Stat.: mandating that the membership of any prenatal and infant health care coalition must represent a community's racial composition.

DOE § 1007.35, Fla. Stat.: creates the Florida Partnership for Minority and Underrepresented Student Achievement with the aim to "prepare, inspire, and connect" students to success in higher education with a particular emphasis on minority students.

DOH § 383.402, Fla. Stat.: appointments to the Child Abuse Death Review Committee must represent the regional and ethnic diversity of the state.

DOH § 1004.435, Fla. Stat.: four appointed members of the Florida Cancer Control and Research Advisory Council must be minorities.

EOG § 187.201, Fla. Stat.: state comprehensive plan includes the goal to promote entrepreneurship and minority owned business startup by providing technical and informational resources, facilitating capital formation, and removing regulatory restraints which are unnecessary for the protection of consumers and society.

Elder § 430.502, Fla. Stat.: a requirement for memory disorder clinics to receive above base-level funding to show that they are significantly increasing their outreach to low- income and minority populations.

FCHR § 760.80, Fla. Stat.: minority representation on boards, commissions, councils, and committees—requires that all appointments select among the best-qualified candidates those who would best represent the proportion of each minority group in the state. Applies to any statutorily created decision making or regulatory board, commission, council, or committee of the state.

Gaming § 16.71, Fla. Stat.: requires the Governor to take into consideration the state's racial and ethnic diversity when making appointments to the Florida Gaming Control Commission.

Gaming § 551.104, Fla. Stat.: the FGCC is required to create a written policy creating opportunities to purchase from vendors in this state "including minority vendors."

Judiciary § 25.382, Fla. Stat.: requires the Supreme Court to have written goals for the recruitment of minorities, including women, throughout the state courts system. The Chief Justice is to receive an annual report on the progress of this goal.

Judiciary § 26.021, Fla. Stat.: requires then Judicial Nominating Commissions ("JNC") of each circuit court to take into account racial and ethnic considerations when making judicial appointment recommendations.

Judiciary § 43.291, Fla. Stat.: requires the Governor to take into consideration the racial and ethnic diversity of the state when making appointments to the JNC.

Lottery § 24.113, Fla. Stat.: requires the Florida Lottery to promote minority business participation in Lottery retail.

OIR § 627.3511, Fla. Stat.: minority businesses may exempt up to $50 of the escrow requirements of the take-out bonus and the business may simultaneously file the business' proposed take-out plan with Citizens.

Space Florida § 331.351, Fla. Stat.: Space Florida is required to "involve and utilize women, minorities, and socially and economically disadvantaged business enterprises" in the operation of spaceports.

State University System § 1001.706, Fla. Stat.: the Board of Governors is required to ensure compliance with §§ 287.09451, 255.101, and 255.102 for most procurement and construction contracts (these sections relate to the usage of minority business enterprises).

State University System § 1009.23, Fla. Stat.: authorizes each Florida College System institution board of trustees to charge a fee up to 5% of the student tuition for the purposes of financial aid. The statute authorizes up to 25% of $600,000—whichever is greater—of those fees to be used to provide merit scholarships for students but also for students who "identify" as members of a targeted ethnic minority population.

State University System § 1009.60, Fla. Stat.: creates the minority teacher education scholars program, which provides scholarships for education majors who are African American, Hispanic American, Asian American, or Native American.

State University System § 1009.605, Fla. Stat.: creates the "Florida Fund for Minority Teachers."

State University System § 1009.70, Fla. Stat.: creates the Florida Education Fund which among other goals, aims to enhance access to higher education programs by minority and economically deprived individuals, with particular consideration given to the needs of both blacks and women. The funds were obtained through a grant from the McKnight Foundation.

State University System § 1009.72, Fla. Stat.: creates the Jose Marti Scholarship Challenge Grant Program for Hispanic American students.

State University System § 1013.46, Fla. Stat.: authorizes counties, municipalities, or boards to set aside up to 10% of funds allocated for capital construction project contracts to enter into contracts with minority business enterprises in order to redress present effects of past discriminatory practices.

Transportation § 339.175, Fla. Stat.: appointments to each metropolitan planning organization's citizens' advisory board must be made with the consideration that minorities, the elderly, and the handicapped are adequately represented.

Workforce Development § 445.004, Fla. Stat.: when making appointments to the CareerSource Florida Board the Governor must take into account the minority and geographic composition of the Board.

Workforce Development § 445.007, Fla. Stat.: appointments to the local workforce development board must take into account minority representation.

Rules and Regulations

Federal Register
Vol. 90, No. 190
Friday, October 3, 2025

This section of the FEDERAL REGISTER contains regulatory documents having general applicability and legal effect, most of which are keyed to and codified in the Code of Federal Regulations, which is published under 50 titles pursuant to 44 U.S.C. 1510.

The Code of Federal Regulations is sold by the Superintendent of Documents.

DEPARTMENT OF TRANSPORTATION

Federal Aviation Administration

14 CFR Part 107

[Docket No. FAA–2025–0412]

Accepted Means of Compliance for Small Unmanned (sUA) Aircraft Category 2 and Category 3 Operations Over Human Beings; Aerial Vehicle Safety Solutions Inc. (AVSS)

AGENCY: Federal Aviation Administration (FAA), Department of Transportation (DOT).

ACTION: Notification of availability.

SUMMARY: This document announces the acceptance of a means of compliance with FAA regulations for sUA Category 2 and Category 3 operations over human beings. The Administrator finds that AVSS's ''Means of Compliance with §§ 107.120(a) and 107.130(a) for Small Unmanned Aircraft,'' revision 6, dated January 7, 2025, provides an acceptable means, but not the only means, of showing compliance with FAA regulations.

DATES: The means of compliance is accepted effective October 3, 2025.

FOR FURTHER INFORMATION CONTACT:

FAA Contact: Kimberly Luu, Cabin Safety Section, AIR–624, Technical Policy Branch, Policy and Standards Division, Aircraft Certification Service, Federal Aviation Administration, 2200 South 216th Street, Des Moines, Washington 98198; telephone and fax 206–231–3414; email *Kimberly.H.Luu@faa.gov.*

AVSS Contact: Josh Ogden, CEO, AVSS, 570 Queen Street, Suite 600, Fredericton, New Brunswick, E3B–6Z6, Canada, +1 (650) 741–1326; *Info@avss.co.*

SUPPLEMENTARY INFORMATION:

Background

Title 14, Code of Federal Regulations, part 107, subpart D, prescribes the eligibility and operating requirements for civil sUA to operate over human beings in the United States. To be eligible for use, the sUA must meet the requirements of § 107.120(a) for Category 2 operations or § 107.130(a) for Category 3 operations. These sections require the sUA to be designed, produced, or modified such that it will not cause injury to a human being above a specified severity limit, does not contain any exposed rotating parts that would lacerate human skin, and does not contain any safety defects. Section 107.155 requires that means of compliance with § 107.120(a) or § 107.130(a) be established and FAA-accepted. Section 107.160 requires an applicant to declare that sUA for Category 2 or Category 3 operations meet an FAA-accepted means of compliance.

Means of Compliance Accepted

This notification of availability serves as a formal acceptance by the FAA of the AVSS's ''Means of Compliance with §§ 107.120(a) and 107.130(a) for Small Unmanned Aircraft,'' revision 6, as an acceptable means of compliance, but not the only means of compliance with §§ 107.120(a) and 107.130(a). Applicants may also propose alternative means of compliance for FAA review and possible acceptance.

Revisions

Revisions to AVSS's ''Means of Compliance (MOC) with §§ 107.120(a) and 107.130(a) for Small Unmanned Aircraft (sUA),'' revision 6, will not be automatically accepted and will require further FAA acceptance for any revisions to be considered an accepted means of compliance.

Issued in Kansas City, Missouri, on September 30, 2025.

Patrick R. Mullen,

Manager, Technical Policy Branch, Policy and Standards Division, Aircraft Certification Service.

[FR Doc. 2025–19435 Filed 10–2–25; 8:45 am]

BILLING CODE 4910–13–P

DEPARTMENT OF TRANSPORTATION

Office of the Secretary of Transportation

49 CFR Parts 23 and 26

[Docket No. DOT–OST–2025–0897]

RIN 2105–AF33

Disadvantaged Business Enterprise Program and Disadvantaged Business Enterprise in Airport Concessions Program Implementation Modifications

AGENCY: Office of the Secretary of Transportation (OST), U.S. Department of Transportation (DOT).

ACTION: Interim final rule.

SUMMARY: This interim final rule (IFR) ensures that the U.S. Department of Transportation (DOT or Department) operates its Disadvantaged Business Enterprise (DBE) and Airport Concession Disadvantaged Business Enterprise (ACDBE) Programs (collectively, Programs) in a nondiscriminatory fashion—in line with law and the U.S. Constitution. The IFR removes race- and sex-based presumptions of social and economic disadvantage that violate the U.S. Constitution.

DATES: This IFR is effective October 3, 2025. Comments must be received on or before November 3, 2025. To the extent practicable, DOT will consider late-filed comments.

ADDRESSES: You may submit comments identified by the docket number DOT–OST–2025–0897 by any of the following methods:

- *Federal Rulemaking Portal: http://www.regulations.gov.* Follow the online instructions for submitting comments.
- *Mail:* U.S. Department of Transportation, Docket Operations, M–30, West Building Ground Floor, Room W12–140, 1200 New Jersey Avenue SE, Washington, DC 20590.
- *Hand Delivery:* U.S. Department of Transportation, Docket Operations, West Building Ground Floor, Room W12–140, 1200 New Jersey Avenue SE, Washington, DC 20590, between 9 a.m. and 5 p.m., Monday through Friday, except Federal holidays.

Instructions: All submissions must include the agency name, docket name, and docket number DOT–OST–2025–0897 or Regulatory Identifier Number

(RIN) 2105–AF33 for this rulemaking. DOT solicits comments from the public to inform its rulemaking process. DOT posts these comments, without edit, including any personal information the commenter provides, to *www.regulations.gov,* as described in the system of records notice (DOT/ALL–14 FDMS), which can be reviewed at *www.dot.gov/privacy.*

Docket: For access to the docket to read background documents or comments received, go to *http://www.regulations.gov* at any time or to U.S. Department of Transportation, Docket Operations, M–30, West Building Ground Floor, Room W12–140, 1200 New Jersey Avenue SE, Washington, DC 20950, between 9 a.m. and 5 p.m., Monday through Friday, except Federal holidays.

Confidential Business Information: Confidential Business Information (CBI) is commercial or financial information that is both customarily and actually treated as private by its owner. Under the Freedom of Information Act (FOIA; 5 U.S.C. 552), CBI is exempt from public disclosure. If your comments responsive to this IFR contain commercial or financial information that is customarily treated as private, that you actually treat as private, and that is relevant or responsive to this IFR, it is important that you clearly designate the submitted comments as CBI. Please mark each page of your submission containing CBI as ''PROPIN.'' Submissions containing CBI should be sent to the individual listed in the **FOR FURTHER INFORMATION CONTACT** section below. Any commentary that OST receives that is not specifically designated as CBI will be placed in the public docket for this rulemaking.

Electronic Access and Filing

A copy of the IFR, all comments received, and all background material may be viewed online at *http://www.regulations.gov.* Electronic retrieval help and guidelines are available on the website. It is available 24 hours each day, 365 days each year. An electronic copy of this document may also be downloaded from the Office of the Federal Register's website at *http://www.ofr.gov* and the Government Publishing Office's website at *http://www.gpo.gov.*

FOR FURTHER INFORMATION CONTACT: Peter Constantine, Office of the General Counsel, Office of the Secretary, U.S. Department of Transportation, 1200 New Jersey Avenue SE, Washington, DC 20590 at (202) 658–9670 or *peter.constantine@dot.gov.*

SUPPLEMENTARY INFORMATION:

I. Introduction

Spanning nearly 40 years, the Department's DBE and ACDBE programs are small business initiatives intended to level the playing field for businesses seeking to participate in federally assisted contracts and in airport concessions. Rooted in a desire to give small businesses a fair shake in the process, the Programs must balance a desire to help the small business community with an overriding government obligation to serve the public. The government must undertake all these efforts consistent with law—including constitutional nondiscrimination requirements that establish the conditions for national harmony and unity. This IFR advances the administration's goals of nondiscrimination, fairness, and excellence in serving the American public.

Although the Programs aim to assist small businesses owned and controlled by ''socially and economically disadvantaged individuals,'' Congress has mandated by statute that DOT treat certain individuals—women and members of certain racial and ethnic groups—as ''presumed'' to be disadvantaged.[1] Other individuals do not benefit from that statutory presumption. This means that two similarly situated small business owners may face different standards for entering the program, based solely on their race, ethnicity, or sex.

On September 23, 2024, the U.S. District Court for the Eastern District of Kentucky determined that the DBE program's statutory race- and sex-based presumptions likely do not comply with the Constitution's promise of equal protection under the law.[2] The Court held that the Government may only use a racial classification to ''further a compelling government interest'' and may only use race in a ''narrowly tailored fashion.'' It held that although courts have identified a compelling government interest in ''remediating specific, identified instance[s] of past discrimination that violated the constitution or a statute,'' the Government did not present evidence of such discrimination by DOT against each of the groups covered by the DBE program's presumptions. The Court held, moreover, that the presumptions were not narrowly tailored because Congress used an unexplained ''scattershot'' approach in identifying the covered groups, and because the presumptions had no ''logical end point.'' The Court also held that the sex-based presumptions failed heightened scrutiny. Accordingly, the Court issued a preliminary injunction that prohibits DOT from mandating the use of presumptions with respect to contracts on which the two plaintiff entities bid. DOT has implemented the injunction by requiring funding recipients to remove DBE contract goals from any contracts on which the plaintiffs intend to bid.

On January 20, 2025, the President issued Executive Order 14151, *Ending Radical and Wasteful Government DEI Programs and Preferencing,* which affirmed that ''Americans deserve a government committed to serving every person with equal dignity and respect'' and directed agencies to recommend actions to align their programs and activities with this policy. On January 21, 2025, the President issued Executive Order 14173, *Ending Illegal Discrimination and Restoring Merit-Based Opportunity,* which ordered agencies to ''terminate all discriminatory and illegal preferences, mandates, policies, programs, activities, guidance, regulations, enforcement actions, consent orders, and requirements.''

On March 21, 2025, the Attorney General issued a memorandum to all Federal agencies on implementing these Executive Orders.[3] The Attorney General noted that ''federal policies that give preference to job applicants, employees, or contractors based on race or sex trigger heightened scrutiny under the Constitution's equal protection guarantees and can only survive in rare circumstances.'' The Attorney General directed all Federal agencies immediately to ''[d]iscontinue any policies that establish numerical goals, targets, or quotas based on race or sex,'' and to ''[r]emove any contracting or

[1] Congress has provided that: (1) ''women shall be presumed to be socially and economically disadvantaged individuals''; and (2) the term ''socially and economically disadvantaged individuals'' should otherwise be given the meaning given by section 8(d) of the Small Business Act and its implementing regulations. *See* Infrastructure Investment and Jobs Act, Public Law 117–58, 11101(e)(2) (B) (2021) (DBE program for highway and transit funding); 49 U.S.C. 47107(e)(1) (ACDBE program); 49 U.S.C. 47113(a)(2) (DBE program for airport funding). Section 8(d) of the Small Business Act and its implementing regulations create a rebuttable presumption that ''Black Americans,'' ''Hispanic Americans,'' ''Native Americans,'' ''Asian Pacific Americans,'' and ''Subcontinent Asian Americans'' are disadvantaged. *See* 15 U.S.C. 637(d)(3); 13 CFR 124.103(b)(1).

[2] *Mid-America Milling Co.* v. *U.S. Dep't of Transp.,* No. 3:23–cv–00072, 2024 WL 4267183 (Sept. 23, 2024).

[3] Memorandum from the Attorney General for All Federal Agencies, *Implementation of Executive Orders 14151 and 14173; Eliminating Unlawful DEI Programs in Federal Operations* (March 21, 2025), available at *https://www.justice.gov/ag/media/1409556/dl?inline.*

funding requirement or guidance that induces, requires, or encourages private parties to adopt discriminatory practices.''

On February 19, 2025, the President issued Executive Order 14219, *Ensuring Lawful Governance and Implementing the President's ''Department of Government Efficiency'' Deregulatory Initiative,* which directed agencies to identify ''unconstitutional regulations and regulations that raise serious constitutional difficulties,'' and to target those regulations for repeal. On April 9, 2025, the President issued a memorandum directing that this effort should prioritize regulations that conflict with certain Supreme Court decisions, including *Students for Fair Admissions, Inc.* v. *Harvard (SFFA).*[4]

In accordance with the directives of the President and the Attorney General, DOT and the U.S. Department of Justice (''DOJ'') have evaluated the DBE and ACDBE programs. DOT and DOJ, consistent with the ruling of the District Court, have determined that the race- and sex-based presumptions of DOT's DBE programs are unconstitutional. In *SFFA,* the Supreme Court held that race-based admissions programs at universities violated the Equal Protection Clause of the Fourteenth Amendment—and, by corollary, Title VI of the Civil Rights Act. In light of *SFFA,* multiple Federal courts have held unlawful the use of presumptions similar to those used in the DBE and ACDBE programs. In *Ultima Serv. Corp.* v. *U.S. Dep't of Ag.,* the Eastern District of Tennessee held that a Small Business Act program violated the equal protection component of the Fifth Amendment's Due Process Clause to the extent that it used the exact same type of race-based presumptions used by the DBE and ACDBE programs.[5] And in *Nuziard* v. *Minority Business Development Agency,* the Northern District of Texas held that a race-based statutory presumption of disadvantage was unconstitutional and that the U.S. Department of Commerce's application of this statutory preference violated the equal protection principle of the Fifth Amendment.[6] As with the presumptions at issue in *Ultima* and *Nuziard,* there is not a strong basis in evidence that the race- and sex-based presumptions used by the DBE and ACDBE programs are necessary to support a compelling governmental interest, and the presumptions are not narrowly tailored. The government has no compelling justification for engaging in overt race or sex discrimination in the awarding of contracts in the absence of clear and individualized evidence that the award is needed to redress the economic effects of actual previous discrimination suffered by the awardee. For these reasons, the presumptions must be disregarded, and the Department's DBE and ACDBE programs must be administered in all other respects in accordance with the law and consistent with the U.S. Constitution.

On May 28, 2025, DOT (represented by DOJ), along with the plaintiffs in the litigation in the U.S. District Court for the Eastern District of Kentucky, asked the Court to enter a Consent Order resolving a constitutional challenge to the DBE program.[7] The motion is currently pending. In the proposed Consent Order, DOT stipulated and agreed that ''the DBE program's use of race- and sex-based presumptions of social and economic disadvantage . . . violates the equal protection component of the Due Process Clause of the Fifth Amendment of the U.S. Constitution.'' The parties asked the Court to declare that ''the use of DBE contract goals in a jurisdiction, where any DBE in that jurisdiction was determined to be eligible based on a race- or sex-based presumption, violates the equal protection component of the Due Process Clause of the Fifth Amendment,'' and to ''hold and declare that [DOT] may not approve any Federal, State, or local DOT-funded projects with DBE contract goals where any DBE in that jurisdiction was determined to be eligible based on a race- or sex-based presumption.''

On June 25, 2025, the Solicitor General wrote to the Speaker of the House, consistent with 28 U.S.C. 530D, to advise the Speaker that DOJ had concluded that the DBE program's presumptions violate the U.S. Constitution, that DOJ would no longer defend the presumptions in court, and that DOJ had taken that position in ongoing litigation.[8] The Solicitor General noted that DOJ ''had previously defended the DBE program's race-and sex-based presumptions by pointing to societal discrimination against minority-owned businesses generally.'' He stated, however, that ''[c]onsistent with *SFFA*'s rejection of a similar justification in the university-admissions context, [DOJ] has determined that an interest in remedying the effects of societal discrimination does not justify the use of race-and sex-based presumptions in the DBE program.'' The Solicitor General also reported that DOJ has determined that ''like the admissions programs at issue in *SFFA,* the DBE program relies on arbitrary, overbroad, and underinclusive racial categories and lacks any logical end point.'' DOT agrees with and adopts the Solicitor General's analysis.

In light of DOT and DOJ's determination that the DBE program's race- and sex-based presumptions are unconstitutional, DOT is issuing this IFR to remove the presumptions from the DBE program regulations set forth in 49 CFR part 26. Because the ACDBE presumptions are functionally identical and suffer the same constitutional infirmity, this IFR also removes the presumptions from the ACDBE regulations set forth in 49 CFR part 23. To ensure a level playing field between existing participants and new applicants, while also eliminating the effects of the unconstitutional presumptions and reliance in whole or in part on claims of disadvantage based on race or sex, this IFR requires each Unified Certification Program (UCP) to reevaluate any currently certified DBE or ACDBE, to recertify any DBE or ACDBE that meets the new certification standards, and to decertify any DBE or ACDBE that does not meet the new certification standards. The IFR includes certain requirements that apply during the pendency of this reevaluation process.

II. Revisions

Part 26

Subpart A—General

1. Objectives (§ 26.1)

The Department amends § 26.1 to clarify the proper objectives of the DBE program. The Department's amendments replace references to the DBE program being ''narrowly tailored'' with an objective intended to ensure that the DBE program operates in a nondiscriminatory manner and without regard to race or sex, while maximizing efficiency of service. These amendments center the DBE program's purpose of leveling the playing field for businesses owned and controlled by socially and economically disadvantaged individuals while providing excellent service to the American people.

2. Definitions (§ 26.5)

The Department changes the definition of ''socially and economically disadvantaged individual'' in § 26.5 to

[4] 600 U.S. 181 (2023).

[5] *Ultima Servs. Corp.* v. *U.S. Dep't of Agric.,* 683 F. Supp. 3d 745 (E.D. Tenn. 2023).

[6] *Nuziard* v. *Minority Bus. Dev. Agency,* 721 F. Supp. 3d 431 (N.D. Tex. 2024).

[7] Joint Motion for Entry of Consent Order, *Mid-America Milling Co.* v. *U.S. Dep't of Transp.,* No. 3:23–cv–00072 (E.D. Ky. May 28, 2025).

[8] Letter from Solicitor General D. John Sauer to Hon. Mike Johnson (June 25, 2025), *https://www.justice.gov/oip/media/1404871/dl?inline.*

remove the race- and sex-based presumptions that DOT and DOJ and have found to violate the Fifth Amendment. Under the revised rule, any individual seeking to demonstrate that he or she is a ''socially and economically disadvantaged individual'' will be required to make the same individualized showing of disadvantage, regardless of the individual's race or sex.

In furtherance of these legal conclusions, the IFR also replaces the terms ''race-neutral'' and ''race-conscious'' in § 26.5 with ''DBE-neutral'' and ''DBE-conscious'' and modifies the definitions slightly for the same reasons.

3. Recordkeeping and Reporting (§ 26.11)

Similarly, the IFR eliminates the requirement in § 26.11(c)(2)(iv) for recipients to obtain bidders list information about the majority owner's race and sex for all DBEs and non-DBEs who bid as prime contractors and subcontractors on each of a recipient's federally assisted contracts, and then renumbers the requirements in current §§ 26.11(c)(v) through (c)(vii) as §§ 26.11(c)(iv) through (c)(vi).

The IFR also eliminates the requirement in § 26.11(e)(1) that recipients report and categorize the percentage of in-State and out-of-State DBE certifications by sex and ethnicity. The IFR also eliminates the requirements in §§ 26.11(e)(5) and (6) that recipients report the number of in-State and out-of-State applications for an ''individualized'' determination of social or economic disadvantage status, and the number of in-State and out-of-State applicants who made an individualized showing of social and economic disadvantaged status. This IFR requires all applicants to demonstrate social and economic disadvantage affirmatively to participate in the DBE program, which renders these reporting requirements unnecessary. The IFR further renumbers the reporting requirements in current §§ 26.11(e)(2) through (e)(4) as §§ 26.11(e)(1) through (e)(3).

Subpart B—Administrative Requirements for DBE Programs for Federally Assisted Contracting

4. Recipient Monitoring Responsibilities (§ 26.37)

For consistency, the IFR replaces the word ''race-neutral'' with ''DBE-neutral'' in § 26.37(b).

5. Fostering Small Business Participation (§ 26.39)

For consistency, the IFR replaces the word ''race-neutral'' with ''DBE-neutral'' in §§ 26.39(b)(1) and (5).

Subpart C—Goals, Good Faith Efforts, and Counting

6. Setting Goals (§ 26.45)

For consistency, the IFR replaces the phrase ''race-neutral DBE program'' with ''DBE-neutral program'' in § 26.45(a)(2).

For consistency, the IFR amends the second sentence of § 26.45(b) to replace the word ''discrimination'' with ''social and economic disadvantage'' so it will read as follows: ''The goal must reflect your determination of the level of DBE participation you would expect absent the effects of social and economic disadvantage.''

For consistency and to ensure recipients establish overall goals that include only DBEs who are ready, willing, and able to compete for and participate in DOT-assisted contracts, the Department amends § 26.45(c)(3) to clarify that any disparity studies utilized by recipients in setting their goals must provide a detailed capacity analysis, including the methodology used. The Department makes the same clarification regarding the use of disparity studies in § 26.45(d)(ii).

For consistency, the IFR amends § 26.45(f)(3) to remove references to race-neutral and race-conscious measures.

The IFR amends § 26.45(g)(1) to remove consultation requirements for minority and women's contractor groups, as well as the language related to posting proposed overall goals in minority-focused media.

The IFR amends § 26.45(h) by removing the existing language, as there will be no opportunity to create group-specific goals now that race and sex have been removed from the regulation. In its place, the IFR adds new language in § 26.45(h) to indicate that a recipient is not required to update its overall goal until its UCP completes the reevaluation process described in § 26.111.

7. Failing To Meet Overall Goals (§ 26.47)

For consistency, the IFR replaces the words ''race-conscious'' and ''race-neutral'' with ''DBE-conscious'' and ''DBE-neutral'' in in § 26.47(c)(4) and § 26.47(d).

The IFR adds § 26.47(e) to provide that until a Unified Certification Program (UCP) completes the reevaluation process described in § 26.111, the compliance provisions of § 26.47 will not apply to any recipient covered by that UCP. This requirement ensures fairness to recipients during the transition period.

8. Means Used To Meet Overall Goals (§ 26.51)

For consistency, the IFR replaces the words ''race-conscious'' and ''race-neutral'' with ''DBE-conscious'' and ''DBE-neutral'' throughout § 26.51 and the corresponding examples.

The IFR adds § 26.51(h) to provide that until a UCP completes the reevaluation process described in § 26.111, a recipient covered by that UCP may not set any contract goals. This provision ensures that existing DBEs do not continue to receive any benefits as a result of their certification under the old standards.

9. Counting DBE Participation Toward Goals (§ 26.55)

The IFR adds § 26.55(i) to provide that until a UCP completes the reevaluation process described in § 26.111, a recipient covered by that UCP may not count any DBE participation toward DBE goals. This provision ensures that existing DBEs do not continue to receive any benefits as a result of their certification under the old standards.

Subpart D—Certification Standards

10. Burden of Proof (§ 26.61)

The IFR eliminates § 26.61(b)(2), which imposed a burden of proof on certifiers with respect to individuals subject to the race- and sex-based presumptions that the IFR eliminates.

11. Social and Economic Disadvantage (§ 26.67)

The IFR revises § 26.67 to implement the removal of unconstitutional race- and sex-based presumptions. The IFR requires all small business concerns to demonstrate social and economic disadvantage based on their own experiences and circumstances without reliance in whole or in part on race or sex.

Subpart F—Compliance and Enforcement

12. Reevaluation Process (§ 26.111)

This IFR adds § 26.111 to require each UCP to reevaluate any currently certified DBE, to recertify any DBE that meets the new certification standards, and to decertify any DBE that does not meet the new certification standards or fails to provide additional information required for submission under the new certification standards. The IFR provides that decertification procedures of 49 CFR 26.87 do not apply to any

decertification decisions under this process. The IFR requires each UCP to complete the reevaluation process as quickly as practicable following issuance of this IFR. The Department will work with each UCP to minimize the practical impact of this rule change during the pendency of the reevaluation process. This reevaluation process will ensure a level playing field between existing participants and new applicants, while also eliminating the effects of the unconstitutional presumptions and reliance on claims of disadvantage based in whole or in part on race or sex. This process does not replace or restrict the Department's ability to conduct a review or take action under Title VI or other applicable law regarding compliance with equal protection principles. A companion provision has been added to part 23 with respect to reevaluation of ACDBEs.

Part 23

Subpart A—General

13. Aligning Part 23 With Part 26 Objectives (§ 23.1)

The IFR amends the program objectives for the ACDBE program in § 23.1 that are similar to the amendments to the DBE program objectives in § 26.1.

14. Definitions (§ 23.3)

The IFR amends the definition of the phrase ''socially and economically disadvantaged individual'' in § 23.3 to conform to the definition of the phrase in § 26.5. In addition, the IFR replaces the terms ''race-conscious'' and ''race-neutral'' with ''ACDBE-conscious'' and ''ACDBE-neutral'' in § 23.3.

Subpart B—ACDBE Programs

15. Measures To Ensure Nondiscrimination Participation of ACDBEs (§ 23.25)

For consistency, the IFR replaces the words ''race-neutral'' and ''race-conscious'' with ''DBE-neutral'' and ''DBE-conscious'' in §§ 23.25(d) and (e).

The IFR adds § 23.25(h) to provide that until a UCP completes the reevaluation process described in § 23.81, a recipient covered by that UCP may not set concession-specific goals or use any of the other methods described in § 23.25(e). This provision ensures that existing ACDBEs do not continue to receive any benefits as a result of their certification under the old standards.

16. Fostering Small Business Participation (§ 23.26)

For consistency, the IFR replaces the words ''race-neutral'' with ''DBE-neutral'' in § 23.26(b)(1).

For consistency, the IFR replaces the words ''minority and women owned'' with ''socially and economically disadvantaged'' in § 23.26(d)(5).

For consistency, the IFR replaces the word ''gender'' with ''sex'' in § 23.26(e).

17. Reporting and Recordkeeping (§ 23.27)

The IFR eliminates the requirement in § 23.27(c)(2)(iv) for recipients to obtain information about the majority owner's race and sex for all ACDBEs and non-ACDBEs who seek to work on each of a recipient's concession opportunities, and then renumbers the requirements in current §§ 23.27(c)(v) through (c)(vii) as §§ 23.27(c)(iv) through (c)(vi). The IFR also eliminates the requirement in § 23.27(d)(1) that recipients report and categorize the percentage of in-State and out-of-State ACDBE certifications by sex and ethnicity. The IFR also eliminates the requirements in §§ 23.27(d)(5) and (6) that recipients report the number of in-State and out-of-State applications for ''individualized'' determinations of social or economic disadvantage status, and the number of in-State and out-of-State applicants who made an individualized showing of social and economic disadvantaged status. This IFR requires all applicants to demonstrate social and economic disadvantage affirmatively to participate in the ACDBE program, which renders these reporting requirements unnecessary. The IFR further renumbers the reporting requirements in current §§ 23.27(d)(2) through (d)(4) as §§ 23.27(d)(1) through (d)(3).

Subpart D—Goals, Good Faith Efforts, and Counting

18. Goal and Consultation Requirements (§§ 23.41, 23.43)

The IFR amends § 23.41(d) by removing the existing language, as there will be no opportunity to create group-specific goals now that race and sex have been removed from the regulation. In its place, the IFR adds new language to indicate that a recipient is not required to update its overall goal until its UCP completes the reevaluation process described in § 23.81.

The IFR amends § 23.43(b) to remove consultation requirements for minority and women's contractor groups, as well as the language related to posting proposed overall goals in minority-focused media.

19. Setting Goals (§ 23.51)

For consistency, the Department amends § 23.51(a) to replace the words ''discrimination and its effects'' with ''social and economic disadvantage.'' For consistency, the IFR replaces the words ''race-neutral'' and ''race-conscious'' with ''ACDBE-neutral'' and ''ACDBE-conscious'' in §§ 23.51(f), (g), and (h), and in § 23.51(d)(5).

For consistency and to ensure recipients establish overall goals that include only DBEs who are ready, willing, and able to compete for and participate in DOT-assisted contracts, the Department amends § 23.51(c)(3) to clarify that any disparity studies utilized by recipients in setting their goals must provide a detailed capacity analysis, including the methodology used.

20. Counting ACDBE Participation During Transition Period (§§ 23.53, 23.55)

The IFR adds § 23.53(g) and § 23.55(m) to provide that until a UCP completes the reevaluation process described in § 23.81, recipients covered by that UCP, and car rental companies operating at airports covered by that UCP, may not count any ACDBE participation toward ACDBE goals. These provisions ensure that existing ACDBEs do not continue to receive any benefits as a result of their certification under the old standards.

21. Failing To Meet Overall Goals (§ 23.57)

For consistency, the IFR replaces the words ''race-conscious'' and ''race-neutral'' with ''DBE-conscious'' and ''DBE-neutral'' in in § 23.57(b)(4) and § 23.57(c).

The IFR adds § 23.57(d) to provide that until a UCP completes the reevaluation process described in § 23.81, the compliance provisions of § 23.57 will not apply to any recipient covered by that UCP. This requirement ensures fairness to recipients during the transition period.

22. Reevaluation Process (§ 23.81)

This IFR adds § 23.81 to require each UCP to reevaluate any currently certified ACDBE, to recertify any ACDBE that meets the new certification standards, and to decertify any DBE that does not meet the new certification standards or fails to provide additional information required for submission under the new certification standards. The IFR provides that decertification procedures of 49 CFR 26.87 do not apply to any decertification decisions under this process. The IFR requires each UCP to complete the reevaluation process as quickly as practicable following issuance of this IFR. The Department will work with each UCP to minimize the practical impact of this rule change during the pendency of the reevaluation process. This reevaluation

process will ensure a level playing field between existing participants and new applicants, while also eliminating the effects of the unconstitutional presumptions and reliance on claims of disadvantage based in whole or in part on race or sex. This process does not replace or restrict the Department's ability to conduct a review or take action under Title VI or other applicable law regarding compliance with equal protection principles. A companion provision has been added to part 26 with respect to reevaluation of DBEs.

III. Public Proceedings

The Administrative Procedure Act generally requires agencies to provide the public with notice of proposed rulemaking and an opportunity to comment prior to publication of a substantive rule. However, 5 U.S.C. 553(b)(B) authorizes agencies to publish a final rule without first seeking public comment on a proposed rule ''when the agency for good cause finds (and incorporates the finding and a brief statement of reasons therefor in the rules issued) that notice and public procedure thereon are impracticable, unnecessary, or contrary to the public interest.'' DOT finds that providing advance notice and an opportunity to comment on these regulatory changes pertaining to the DBE and ACDBE programs would be impracticable, unnecessary, and contrary to the public interest. Consistent with the letter authored by the Solicitor General and discussed elsewhere in the preamble,[9] DOT has determined that race- and sex-based presumptions of the DBE and ACDBE programs violate the U.S. Constitution. In the absence of this IFR, however, DOT's own regulations would continue to require funding recipients to apply those very same presumptions. Allowing this confusing and contradictory situation to continue during a notice-and-comment process would be impracticable and contrary to the public interest. Further, notice-and-comment is unnecessary where a regulatory action is required as a matter of law to ensure consistency with rulings of the United States Supreme Court. It is well-established that an agency is not required to continue to enforce a statutory provision that it has found to be unconstitutional.[10] By the same token, an agency is not required to subject the public to unconstitutional requirements. This IFR provides notice of the amendments to the regulations' provisions and invites the public to comment. DOT has determined, however, that it should not delay the effectiveness of the amendments and that it should act immediately to remedy the unconstitutional programs. For the foregoing reasons, the good cause exception in 5 U.S.C. 553(d)(3) also applies to DOT's decision to make this IFR effective upon publication.

IV. Regulatory Analyses and Notices

A. Executive Order: 12866 (''Regulatory Planning and Review''), Executive Order 13563 (''Improving Regulation and Regulatory Review''), and DOT Regulatory Policies and Procedures

The IFR is a significant regulatory action under Executive Order 12866, ''Regulatory Planning and Review,'' as supplemented by Executive Order 13563, ''Improving Regulation and Regulatory Review.'' Accordingly, the Office of Management and Budget (OMB) has reviewed it under that Executive Order.

The IFR amends reporting and eligibility requirements for the Department's Airport Concession Disadvantaged Business Enterprises (ACDBE) program and Disadvantaged Business Enterprise (DBE) program. These programs are implemented and overseen by recipients of certain Department funds. The changes to the requirements would affect businesses participating in the programs, recipients of Department funds who oversee the programs, and the Department.

The IFR replaces the race- and sex-based presumptions previously embedded in these programs with a requirement for individualized demonstrations of social and economic disadvantage. The IFR also modifies terminology and data reporting requirements to align with constitutional principles while maintaining the programs' statutory objectives.

Need for Regulatory Revisions

The IFR is being issued pursuant to legal determinations by DOT and DOJ that the race- and sex-based presumptions previously embedded in these programs are unconstitutional. In addition to legal compliance, this action corrects a regulatory failure—namely, reliance on presumptions that no longer withstand judicial scrutiny—by shifting to individualized determinations. The IFR aligns the programs with constitutional mandates.

Costs and Benefits

Costs

While DOT is unable to quantify all the economic costs and benefits of the IFR, the Department has identified both qualitative and quantitative impacts. Several provisions may lead to increased or decreased burdens for applicants, certifying agencies, and recipients related to transitional documentation requirements, the degree of technical rigor in disparity studies, and changes in program reporting. The magnitude of these costs and benefits would depend on the scope of the change; the likelihood of behavior adjustment; and potential legal, administrative, or programmatic effects.

Unquantified Costs

Key provisions of the IFR and their related cost impacts include:

• *Removal of race- and sex-based presumptions.* This provision eliminates presumptive eligibility based on race or sex and requires applicants to submit individualized evidence of social disadvantage, alongside the remaining required showing of economic disadvantage. Although the underlying economic disadvantage documentation (*e.g.,* Personal Net Worth, income verification) was already a component of many applications, the shift to a required narrative or case-specific justification for all applications, as opposed to just those that did not meet the presumption of eligibility, may introduce additional procedural burdens and time costs on some applicants. This may increase the complexity of preparing applications and even potentially deter participation among some eligible small businesses, especially those with limited administrative capacity or legal support. This may also implicate reliance interests for businesses that were previously certified based on presumptive eligibility. However, many eligible small businesses will continue efforts at applying for certification and assume the additional burden to apply because of the benefits to being certified and the potential opportunity it brings outweighs the added burden of the application process. All eligible businesses may apply for and potentially obtain certification under the new certification process, which mitigates any impact on reliance interests. In addition, businesses'

[9] Letter from Solicitor General D. John Sauer to Hon. Mike Johnson (June 25, 2025), *https://www.justice.gov/oip/media/1404871/dl?inline.*

[10] *See In re Aiken County,* 725 F.3d 255, 259 (D.C. Cir. 2013) (Kavanaugh, J.) (''If the President has a constitutional objection to a statutory mandate or prohibition, the President may decline to follow the law unless and until a final Court order dictates otherwise. . . . [This] basic constitutional principle[ ] appl[ies] to the President and subordinate executive agencies.''); Office of Legal Counsel Opinion, *Presidential Authority to Decline to Execute Unconstitutional Statutes,* 18 U.S. Op. Off. Legal Counsel 199 (1994).

reliance interests do not justify continuing to implement presumptions that DOT and DOJ have determined are unconstitutional.

• *Certification burden.* As the burden of production and persuasion shifts away from certifying officials to individual applicants, certifying agencies may experience increased numbers of intake inquiries and clarification requests as applicants navigate the new social disadvantage requirements, or face inconsistent application quality, especially during the transition period. This would require certifying agencies to spend time following up with applicants and guiding them through the application as they go through the re-certification process, which implicates certifying agencies' reliance interests. In the short-term, the increase in workload and support services on certifying agencies may temporarily elevate the demands on the recipients' staff demands or delay determinations, which could at least partially offset any cost savings from shifting this burden to applicants. However, in the long run, it is expected that after the initial review of each applicant, subsequent reviews of applicants will require minimal agency time and will not implicate agencies' reliance interests.

• *Reevaluation of all affected DBEs/ACDBEs.* DBE/ACDBE participants who have previously qualified based in whole or in part on their race or sex will incur additional costs to develop and provide the individualized narrative required by the IFR. In addition, all firms will temporarily lose certifications until the reevaluation process is complete, and some firms may lose the certifications that currently lead to opportunities for them to participate, potentially leading to a loss of business opportunities and implicating firms' reliance interests (though this would be offset by other firms who face increased access to the same opportunities). Additional administrative burdens will also fall on certifiers (UCPs) performing the reevaluations. This could also lead to delays in goal setting and program participation, resulting from the temporary pause in counting DBE participation while the reevaluation process is underway.

• *Clarified disparity study expectations.* The rule requires that disparity studies include detailed capacity analyses, which may necessitate additional economic modeling, data collection, and expert analysis beyond what is standard practice in many jurisdictions. These requirements could increase costs, particularly for large or multi-jurisdictional studies. While such studies are episodic rather than annual, the enhanced methodology could impose non-trivial compliance costs when undertaken.

• *Elimination of race/sex reporting in bidder lists.* The removal of demographic fields from bidder list reporting will reduce the administrative burden of data entry for participants and recipients, though the cost impact would likely be negligible.

• *Terminology changes and redefinitions.* These changes update program language to reflect constitutional terminology but do not alter administrative procedures or eligibility. The impact is purely semantic and is not expected to have any material cost impacts.

Quantified Costs: Information Collection Burden (Paperwork Reduction Act)

In addition to the above qualitative costs, the Department has quantified a portion of the expected compliance burdens as part of its Paperwork Reduction Act (PRA) package of the rule. These burdens represent the time and resources required to prepare, submit, and review program-related information.

Requirement	Estimated cost burden	Timing
Certification narratives (firms)	$91.9 million	One-time.
UCP reevaluations	$3.4 million	One-time.
Interstate certification	$0.46 million	One-time.
Bidders' list reporting	$1.24 million	Annual.
ACDBE annual report	$0.58 million	Annual.
Goal setting (disparity studies)	$0.46 million (annual cost)	Every three years.

These figures reflect fully loaded labor costs consistent with the Bureau of Labor Statistics data and DOT's standard methodology. One-time burdens primarily reflect transaction costs related to individualized certification requirements, while recurring burdens are associated with ongoing reporting and program administration. Overall, the IFR's primary quantified costs are transitional and one-time, totaling approximately $95 million, with recurring annualized burdens of about $1.8 million.

Benefits

With respect to benefits, the IFR will enhance constitutional compliance and reduce risks associated with constitutional litigation. It may also improve public trust by reinforcing fairness in eligibility determinations, which, although not easily quantifiable, represent important benefits from improved program integrity.

B. Executive Order 14192 (''Unleashing Prosperity Through Deregulation'')

This interim final rule is considered an E.O. 14219 deregulatory action because the unquantified cost-savings associated with constitutional compliance outweigh the quantified costs.

C. Executive Order 13132 (''Federalism'')

This IFR has been analyzed in accordance with the principles and criteria contained in Executive Order 13132 (''Federalism''), and the rule satisfies the requirements of the Executive Order. While the rule may include provisions that impose substantial direct compliance costs on State and local governments, the Department has determined that consultation with State and local governments prior to promulgation of the rule is not practicable given the urgent need to cure constitutional infirmities with the existing DBE and ACDBE regulations. These changes are required not by statute, but to ensure that the DBE and ACDBE programs do not violate the U.S. Constitution. We seek comment from State and local governments on these burdens during the comment period for this IFR.

D. Executive Order 13175 (''Consultation and Coordination With Indian Tribal Governments'')

This rulemaking has been analyzed in accordance with the principles and criteria contained in Executive Order 13175 (''Consultation and Coordination with Indian Tribal Governments''). Because this rulemaking does not significantly or uniquely affect the communities of the Indian Tribal

governments or impose substantial direct compliance costs on them, the funding and consultation requirements of Executive Order 13175 do not apply.

E. Unfunded Mandates Reform Act

The Unfunded Mandates Reform Act (UMRA) of 1995 (Pub. L. 104–4) requires agencies to prepare a written assessment of the costs, benefits, and other effects of proposed or final rules that include a Federal mandate likely to result in expenditures by State, local, or tribal governments, in the aggregate, or by the private sector, of more than $100 million annually (adjusted annually for inflation with the base year of 1995). This rulemaking would not result in annual State expenditures exceeding the minimum threshold. The Department has determined that the requirements of the Title II of the Unfunded Mandates Reform Act of 1995 therefore do not apply to this rulemaking.

F. National Environmental Policy Act

The Department has analyzed the environmental impacts of this action pursuant to the National Environmental Policy Act of 1969 (NEPA) (42 U.S.C. 4321 *et seq.*) and has determined that it is categorically excluded pursuant to DOT Order 5610.1D, available at *https://www.transportation.gov/mission/dots-procedures-considering-environmental-impacts.* Categorical exclusions are actions identified in an agency's NEPA implementing procedures that do not normally have a significant impact on the environment and therefore do not require either an environmental assessment (EA) or environmental impact statement (EIS). The purpose of this rulemaking is to amend the Department's DBE and ACDBE regulations. Section 9(f) of DOT Order 5610.1D states that a DOT Operating Administration can use the categorical exclusions developed by another Operating Administration. This action is covered by the categorical exclusion listed in the Federal Transit Administration's implementing procedures, ''[p]lanning and administrative activities that do not involve or lead directly to construction, such as: . . . promulgation of rules, regulations, directives . . .'' 23 CFR 771.118(c)(4). In analyzing the applicability of a categorical exclusion, the agency must also consider whether extraordinary circumstances are present that would warrant the preparation of an EA or EIS. The Department does not anticipate any environmental impacts, and there are no extraordinary circumstances present in connection with this rulemaking.

G. Regulatory Flexibility Act

The Regulatory Flexibility Act (RFA) of 1980 (5 U.S.C. 601 *et seq.*) requires agencies to evaluate the potential effects of their proposed and final rules on small businesses, small organizations, and small governmental jurisdictions. Whenever an agency is required by 5 U.S.C. 553, or any other law, to publish general notice of proposed rulemaking for any proposed rule, the agency must conduct and publish for public comment a regulatory flexibility analysis. Because the Department is not required to publish a proposed rulemaking for this action, an analysis under the RFA is not required.

H. Paperwork Reduction Act

The Paperwork Reduction Act (PRA) of 1995 (Pub. L. 104–13, 49 U.S.C. 3501, 3507) requires Federal agencies to obtain approval from the Office of Management and Budget (OMB) before undertaking a new collection of information imposed on ten or more persons, or continuing a collection previously approved by OMB that is set to expire.

This IFR modifies existing collection instruments in both parts 23 and 26. The following is a description of the sections that contain new and modified information collection requirements, along with the estimated hours and cost to fulfill them.

For purposes of estimating the cost burden on recipients, the State government wage rate was taken from the Bureau of Labor and Statistics (BLS) estimate of median wages for employees in the category of ''Eligibility Interviewer in Government Programs'' (OEWS Designation 43–4061). For the purpose of calculating loaded wage rates, these burden estimates assume wages represent 61.9 percent of total compensation, which is consistent with similar loaded wage rate estimates identified by BLS and used by DOT for related purposes. Because wages represent 61.9 percent of total compensation, the appropriate cost multiplier is 1.62 (1/0.619). Accordingly, the wage rate ($25.95) is multiplied by 1.62 to get a fully loaded hourly wage rate of $42.04 to account for the cost of employer-provided benefits.

For purposes of estimating the cost burden on applicant and certified DBE/ACDBE firms, the wage rate was taken from the BLS estimate of median wages for individuals in the category of ''Cross-industry, Private Ownership Only'' (OEWS Designation 00–0001). Using the same loaded wage rate identified above, the wage rate for DBE/ACDBE applicant firms ($69.20) is multiplied by 1.62 to get a fully loaded hourly wage rate of $112.10 to account for the cost of employer-provided benefits. The Department emphasizes that many of these hour and cost burdens are one-time burdens as a result of the change in the DBE certification eligibility requirements. After the initial transition to the new requirements, increases in annual burdens will be modest. For DOT recipients, reporting burdens are expected to decrease as a result of reduced DBE/ACDBE reporting requirements.

i. Reapplication Review for DBE/ACDBE Certification Based on Individualized Showing of Social Disadvantage

To satisfy the social and economic disadvantage (SED) requirement and ensure all determinations of disadvantage are not based in whole or in part on race or sex, an owner must provide the certifier a Personal Narrative (PN) that establishes the existence of disadvantage by a preponderance of the evidence based on individualized proof regarding specific instances of economic hardship, systemic barriers, and denied opportunities that impeded the owner's progress or success in education, employment, or business, including obtaining financing on terms available to similarly situated persons who did not face barriers in obtaining terms.

The PN must state how and to what extent the impediments caused the owner economic harm, including a full description of type and magnitude, and must establish the owner is economically disadvantaged in fact relative to similarly situated non-disadvantaged individuals.

The owner must attach to the PN a current personal net worth (PNW) statement and any other financial information the owner considers relevant. The total annual burden hours below were calculated based on the average of three stakeholder responses ranging from 240–2,000 hours. The total annual cost burden was calculated based on one stakeholder response of $80,000.

In preparing this estimate, DOT estimated a 10 percent decrease in the number of currently certified firms who will submit documentation to maintain their DBE/ACDBE decertification status. DOT also assumed a 50 percent reduction in the total burden hours compared to the pre-existing estimated burden for completing the full Uniform Certification Application (UCA), as firms will be able to use many of their other existing certification documents for resubmission.

Respondents: Firms seeking to maintain their DBE/ACDBE certification.
Estimated Number of Respondents: 41,000.
Frequency: One time per respondent.
Total Annual Burden Hours: 820,000 (one-time burden).
Total Annual Cost Burden: $91,922,000 (one-time burden).

ii. Unified Certification Program (UCP) Reevaluation of Applications for DBE/ACDBE Certification Based on Individualized Showing of Social Disadvantage

UCPs will need to reevaluate DBE/ACDBE applicant firms based on updated submission of application materials, including the PN and PNW statement. This estimate assumes an average burden of two hours to complete a review and make a disposition for each DBE/ACDBE certification application, including notifications to other jurisdictions.
Respondents: UCPs.
Estimated Number of Respondents: 53.
Frequency: One-time reevaluation of 41,000 applicant firms.
Total Annual Burden Hours: 82,000 (one-time burden).
Total Annual Cost Burden: $3,447,280 (one-time cost).

iii. Maintaining and Updating Bidders' Lists

We estimate that recipients will experience a reduced burden to implement 49 CFR 26.11 as a result of eliminating the race- and sex-based reporting requirements for bidders' lists, in addition to eliminating the requirement to report data related to applications for and determinations of individualized social and economic disadvantage.
Respondents: FAA, FHWA, and FTA funding recipients.
Estimated Number of Respondents: 1,639.
Frequency: 3 times per year.
Total Annual Burden Hours: 29,502.
Total Annual Cost Burden: $1,240,264.

iv. ACDBE Annual Report of Percentages of ACDBEs in Various Categories

We estimate that FAA airport recipients will experience a reduced burden to implement 49 CFR 26.11 as a result of eliminating the race- and sex-based reporting requirements for bidders' lists, in addition to eliminating the requirement to report data related to applications for and determinations of individualized social and economic disadvantage.
Respondents: State Departments of Transportation, District of Columbia, U.S. Virgin Islands, and Puerto Rico.
Estimated Number of Respondents: 53.
Frequency: Once per year.
Total Annual Burden Hours: 13,780.
Total Annual Cost Burden: $579,311.

v. Setting Overall Goals for DBE Participation in DOT-Assisted Contracts

The Department estimates a modest increase in burden for setting overall DBE goals as a result of the transition to the new DBE certification requirements and enhanced expectations related to disparity studies used in setting overall goals. These changes may result in increases in the amount of time for recipients to set goals based on the relative availability of certified DBEs.
Respondents: DOT funding recipients.
Estimated Number of Respondents: 1,639.
Frequency: Once every three years.
Total Annual Burden Hours: 10,927.
Total Annual Cost Burden: $459,371.

vi. Providing Evidence of Certification to an Additional State When a Firm Certified in Its Home State Applies to Another State for Certification (Interstate Certification)

The Department estimates a one-time increase in the burden for firms to provide evidence of certification to an additional State when a firm certified in its home State applies to another State for certification.
Respondents: DBE/ACDBE firms applying for interstate certification.
Estimated Number of Respondents: 4,100.
Frequency: Once.
Total Annual Burden Hours: 4,100.
Total Annual Cost Burden: $459,610 (one-time cost).

As noted in the Costs and Benefits section of this analysis, these burden hour and cost estimates have been incorporated into the Department's overall assessment of regulatory costs.

Notwithstanding any other provision of law, no person is required to respond to a collection of information unless that collection displays a valid OMB control number.

I. Congressional Review Act

The Congressional Review Act, 5 U.S.C. 801 *et seq.,* generally provides that before a rule may take effect, the agency promulgating the rule must submit a rule report, which includes a copy of the rule, to each House of the Congress and to the Comptroller General of the United States. DOT will submit a report containing this rule and other required information to the U.S. Senate, the U.S. House of Representatives, and the Comptroller General of the United States. This rule does not constitute a major rule as defined in 5 U.S.C. 804(2).

List of Subjects in 49 CFR Parts 23 and 26

Administrative practice and procedure, Airports, Civil rights, Government contracts, Grant programs—transportation, Mass transportation, Minority businesses, Reporting and recordkeeping requirements.

Sean P. Duffy,
Secretary of Transportation.

For the reasons stated in the preamble, the Department of Transportation amends 49 CFR parts 23 and 26 as follows:

PART 23—PARTICIPATION OF DISADVANTAGED BUSINESS ENTERPRISE IN AIRPORT CONCESSIONS

■ 1. The authority for part 23 continues to read as follows:

Authority: 49 U.S.C. 47107 and 47113; 42 U.S.C. 2000d; 49 U.S.C. 322; E.O. 12138, 44 FR 29637, 3 CFR, 1979 Comp., p. 393.

■ 2. Amend § 23.1 by revising paragraph (c) to read as follows:

§ 23.1 What are the objectives of this part?

* * * * *

(c) To ensure that the Department's ACDBE program operates in a nondiscriminatory manner and without regard to race or sex, while maximizing efficiency of service;

* * * * *

■ 3. Amend § 23.3 as follows:
■ a. Add definitions for ACDBE-conscious and ACDBE-neutral in alphabetical order;
■ b. Remove the definitions of Race-conscious and Race-neutral; and
■ c. Revise the definition of Socially and economically disadvantaged individual.

The additions and revisions read as follows:

§ 23.3 What do the terms used in this part mean?

ACDBE-conscious measure or program is one that is focused specifically on assisting only ACDBEs.

ACDBE-neutral measure or program is one that is, or can be, used to assist all small business concerns.

* * * * *

Socially and economically disadvantaged individual means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who a certifier finds to be socially and economically

disadvantaged on a case-by-case basis. A determination that an individual is socially and economically disadvantaged must not be based in whole or in part on race or sex. For that reason, applicants may qualify as socially and economically disadvantaged only if they can meet the relevant criteria described in § 26.67.

* * * * *

■ 4. Amend § 23.25 as follows:
■ a. Revise the introductory text of paragraphs (d) and (e); and
■ b. Add paragraph (h).

The revisions read as follows:

§ 23.25 What measures must recipients include in their ACDBE programs to ensure nondiscriminatory participation of ACDBEs in concessions?

* * * * *

(d) Your ACDBE program must include ACDBE-neutral measures that you will take. You must maximize the use of ACDBE-neutral measures, obtaining as much as possible of the ACDBE participation needed to meet overall goals through such measures. These are responsibilities that you directly undertake as a recipient, in addition to the efforts that concessionaires make, to obtain ACDBE participation. The following are examples of ACDBE-neutral measures you can implement:

* * * * *

(e) Your ACDBE program must also provide for the use of ACDBE-conscious measures when ACDBE-neutral measures, standing alone, are not projected to be sufficient to meet an overall goal. The following are examples of ACDBE-conscious measures you can implement:

* * * * *

(h) Effective October 3, 2025, you may not use any of the measures described in paragraph (e) of this section until the UCP that covers you has completed the reevaluation process described in § 23.81.

■ 5. Amend § 23.26 by revising paragraphs (b) introductory text, (b)(1), (d)(5), and (e) to read as follows:

§ 23.26 Fostering small business participation.

* * * * *

(b) This element must be submitted to the FAA for approval as a part of your ACDBE program. As part of this program element, you may include, but are not limited to including, the following strategies:

(1) Establish an ACDBE-neutral small business set-aside for certain concession opportunities. Such a strategy would include the rationale for selecting small business set-aside concession opportunities that may include consideration of size and availability of small businesses to operate the concession.

* * * * *

(d) * * *

(5) You will take aggressive steps to encourage those socially and economically disadvantaged firms eligible for ACDBE certification to become certified; and

* * * * *

(e) A State, local, or other program, in which eligibility requires satisfaction of race, sex, or other criteria in addition to business size, may not be used to comply with the requirements of this part.

* * * * *

§ 23.27 [Amended]

■ 6. Amend § 23.27 as follows:
■ a. Remove paragraph (c)(2)(iv);
■ b. Redesignate paragraphs (c)(2)(v), (c)(2)(vi), and (c)(2)(vii) as paragraphs (c)(2)(iv), (c)(2)(v), and (c)(2)(vi), respectively;
■ c. Remove paragraph (d)(1);
■ d. Redesignate subparagraphs (d)(2), (d)(3), and (d)(4) as paragraphs (d)(1), (d)(2), and (d)(3), respectively; and
■ e. Remove paragraphs (d)(5) and (d)(6).

■ 7. Amend § 23.41 by revising paragraph (d) to read as follows:

§ 23.41 What is the basic overall goal requirement for recipients?

* * * * *

(d) Effective October 3, 2025, you are not required to update your overall goals until the UCP that covers you has completed the reevaluation process described in § 23.81.

* * * * *

■ 8. Amend § 23.43 by revising paragraph (b) to read as follows:

§ 23.43 What are the consultation requirements in the development of recipients' overall goals?

* * * * *

(b) Stakeholders with whom you must consult include, but are not limited to, business groups, community organizations, trade associations representing concessionaires currently located at the airport, as well as existing concessionaires themselves, and other officials or organizations that could be expected to have information concerning the availability of disadvantaged businesses and the recipient's efforts to increase participation of ACDBEs.

* * * * *

■ 9. Amend § 23.45 by revising paragraphs (f), (g), and (h) to read as follows:

§ 23.45 What are the requirements for submitting overall goal information to the FAA?

* * * * *

(f) Your submission must include your projection of the portions of your overall goals you propose to meet through use of ACDBE-neutral and ACDBE-conscious means, respectively, and the basis for making this projection (see § 23.51(d)(5)).

(g) FAA may approve or disapprove the way you calculated your goal, including your ACDBE-neutral/ACDBE-conscious ''split,'' as part of its review of your plan or goal submission. Except as provided in paragraph (h) of this section, the FAA does not approve or disapprove the goal itself (*i.e.,* the number).

(h) If the FAA determines that your goals have not been correctly calculated or the justification is inadequate, the FAA may, after consulting with you, adjust your overall goal or ACDBE-neutral/ACDBE-conscious ''split.'' The adjusted goal represents the FAA's determination of an appropriate overall goal for ACDBE participation in the recipient's concession program, based on relevant data and analysis. The adjusted goal is binding.

* * * * *

■ 10. Amend § 23.51 as follows:
■ a. Revise the introductory text of paragraph (a);
■ b. Revise paragraph (a)(2);
■ c. Revise paragraph (c)(3); and
■ d. Revise paragraph (d)(5).

The revisions read as follows:

§ 23.51 How are a recipient's overall goals expressed and calculated?

(a) Your objective in setting a goal is to estimate the percentage of the base calculated under §§ 23.47 through 23.49 that would be performed by ACDBEs in the absence of social and economic disadvantage and its effects.

* * * * *

(2) In conducting this goal setting process, you are determining the extent, if any, to which the firms in your market area have been impacted by social and economic disadvantage in connection with concession opportunities or related business opportunities.

* * * * *

(c) * * *

(3) Use data from a disparity study. Use a percentage figure derived from data in a valid, applicable disparity study. Any disparity study utilized must

provide a detailed capacity analysis, including the methodology used.

* * * * *

(d) * * *

(5) Among the information you submit with your overall goal (see § 23.45(e)), you must include description of the methodology you used to establish the goal, including your base figure and the evidence with which it was calculated, as well as the adjustments you made to the base figure and the evidence relied on for the adjustments. You should also include a summary listing of the relevant available evidence in your jurisdiction and an explanation of how you used that evidence to adjust your base figure. You must also include your projection of the portions of the overall goal you expect to meet through ACDBE-neutral and ACDBE-conscious measures, respectively (see §§ 26.51(c) of this chapter).

* * * * *

■ 11. Amend § 23.53 by adding paragraph (g) to read as follows:

§ 23.53 How do car rental companies count ACDBE participation toward their goals?

* * * * *

(g) Effective October 3, 2025, you as a car rental company may not count any ACDBE participation toward the goal that an airport has set for you until the UCP covering that airport has completed the reevaluation process described in part 26, § 23.81

■ 12. Amend § 23.55 by adding paragraph (m) to read as follows:

§ 23.55 How do recipients count ACDBE participation toward goals for items other than car rentals?

* * * * *

(m) Effective October 3, 2025, you may not count any ACDBE participation toward ACDBE goals until the UCP covering you has completed the reevaluation process described in § 23.81.

■ 13. Amend § 23.57 as follows:

■ a. Revise paragraphs (b)(4) and (c); and

■ b. Add paragraph (d).

The revision and addition read as follows:

§ 23.57 What happens if a recipient falls short of meeting its overall goals?

* * * * *

(b) * * *

(4) The FAA may impose conditions on the recipient as part of its approval of the recipient's analysis and corrective actions including, but not limited to, modifications to your overall goal methodology, changes in your ACDBE-neutral/ACDBE-conscious split, or the introduction of additional ACDBE-neutral or ACDBE-conscious measures.

* * * * *

(c) If information coming to the attention of FAA demonstrates that current trends make it unlikely that you, as an airport, will achieve ACDBE awards and commitments that would be necessary to allow you to meet your overall goal at the end of the fiscal year, FAA may require you to make further good faith efforts, such as modifying your ACDBE-conscious/ACDBE-neutral split or introducing additional ACDBE-neutral or ACDBE-conscious measures for the remainder of the fiscal year.

(d) Effective October 3, 2025, you are not subject to this section until the UCP that covers you has completed the reevaluation process described in § 23.81.

■ 14. Add § 23.81 to subpart E to read as follows:

§ 23.81 ACDBE reevaluation process.

(a) Effective October 3, 2025, each UCP must:

(1) Identify each currently certified ACDBE;

(2) Provide each firm identified pursuant to paragraph (a)(1) of this section with the opportunity to submit documentation demonstrating its ACDBE eligibility under the standards set forth in this part;

(3) Determine whether each firm identified pursuant to paragraph (a)(1) of this section meets the ACDBE eligibility standards set forth in this part; and

(4) Issue a written decision to each firm reevaluated pursuant to subparagraph (a)(3), indicating that it has either been recertified or is decertified.

(b) The provisions of § 26.87 of this chapter shall not apply to any action taken pursuant to paragraph (a) of this section.

(c) Each UCP must reevaluate each firm identified pursuant to paragraph (a)(1) of this section as quickly as practicable and must promptly notify the Department when it has done so. The Department reserves the right to review a UCP's reevaluation process.

PART 26—PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN DEPARTMENT OF TRANSPORTATION FINANCIAL ASSISTANCE PROGRAMS

■ 15. The authority for part 26 continues to read as follows:

Authority: 23 U.S.C. 304 and 324; 42 U.S.C. 2000d, *et seq.;* 49 U.S.C. 47113, 47123; Sec. 1101(b), Pub. L. 114–94, 129 Stat. 1312, 1324 (23 U.S.C. 101 note); Sec. 150, Pub. L. 115–254, 132 Stat. 3215 (23 U.S.C. 101 note); Pub. L. 117–58, 135 Stat. 429 (23 U.S.C. 101 note).

■ 16. Amend § 26.1 by revising paragraph (c) to read as follows:

§ 26.1 What are the objectives of this part?

* * * * *

(c) To ensure that the Department's DBE program operates in a nondiscriminatory manner and without regard to race or sex, while maximizing efficiency of service;

* * * * *

■ 17. Amend § 26.5 as follows:

■ a. Add definitions for DBE-conscious and DBE-neutral in alphabetical order;

■ b. Remove the definitions of Race-conscious and Race-neutral; and

■ c. Revise the definition of Socially and economically disadvantaged individual.

The addition and revision read as follows:

§ 26.5 Definitions.

* * * * *

DBE-conscious measure or program is one that is focused specifically on assisting only DBEs.

DBE-neutral measure or program is one that is, or can be, used to assist all small businesses.

* * * * *

Socially and economically disadvantaged individual means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who a certifier finds to be socially and economically disadvantaged on a case-by-case basis. A determination that an individual is socially and economically disadvantaged must not be based in whole or in part on race or sex. For that reason, all applicants shall qualify as socially and economically disadvantaged if they can meet the relevant criteria described in § 26.67. Being born in a particular country does not, standing alone, mean that a person is necessarily socially and economically disadvantaged.

* * * * *

§ 26.11 [Amended]

■ 18. Amend § 26.11 as follows:

■ a. Remove paragraph (c)(2)(iv);

■ b. Redesignate paragraphs (c)(2)(v), (c)(2)(vi), and (c)(2)(vii) as subparagraphs (c)(2)(iv), (c)(2)(v), and (c)(2)(vi), respectively;

■ c. Remove paragraph (e)(1);

■ d. Redesignateparagraphs (e)(2), (e)(3), and (e)(4) as paragraphs (e)(1), (e)(2), and (e)(3), respectively; and

■ e. Remove paragraphs (e)(5) and (e)(6).

■ 19. Amend § 26.37 by revising paragraph (b) to read as follows:

§ 26.37 What are a recipient's responsibilities for monitoring?

* * * * *

(b) A recipient's DBE program must also include a monitoring and enforcement mechanism to ensure that work committed, or in the case of DBE-neutral participation, the work subcontracted, to all DBEs at contract award or subsequently is performed by the DBEs to which the work was committed or subcontracted to, and such work is counted according to the requirements of § 26.55. This mechanism must include a written verification that you have reviewed contracting records and monitored the work site to ensure the counting of each DBE's participation is consistent with its function on the contract. The monitoring to which this paragraph (b) refers may be conducted in conjunction with monitoring of contract performance for other purposes such as a commercially useful function review.

* * * * *

■ 20. Amend § 26.39 by revising paragraphs (b)(1) and (b)(5) to read as follows:

§ 26.39 Fostering small business participation.

* * * * *

(b) * * *

(1) Establishing a DBE-neutral small business set-aside for prime contracts under a stated amount (*e.g.,* $1 million).

* * * * *

(5) To meet the portion of your overall goal you project to meet through DBE-neutral measures, ensuring that a reasonable number of prime contracts are of a size that small businesses, including DBEs, can reasonably perform.

* * * * *

■ 21. Amend § 26.45 as follows:
■ a. Revise paragraph (a)(2);
■ b. Revise paragraph (b);
■ c. Revise paragraph (c)(3);
■ d. Revise paragraph (d)(1)(ii);
■ e. Revise paragraph (d)(3);
■ f. Revise paragraph (f)(3);
■ g. Revise paragraph (g)(1); and
■ h. Revise paragraph (h);

The revisions read as follows:

§ 26.45 How do recipients set overall goals?

(a) * * *

(2) If you are an FTA Tier II recipient who intends to operate a DBE-neutral program, or if you are an FAA recipient who reasonably anticipates awarding $250,000 or less in FAA prime contract funds in a Federal fiscal year, you are not required to develop overall goals for FTA or FAA, respectively, for that Federal fiscal year.

(b) Your overall goal must be based on demonstrable evidence of the availability of ready, willing, and able DBEs relative to all businesses ready, willing, and able to participate on your DOT-assisted contracts (hereafter, the ''relative availability of DBEs''). The goal must reflect your determination of the level of DBE participation you would expect absent the effects of social and economic disadvantage. You cannot simply rely on either the 10 percent national goal, your previous overall goal, or past DBE participation rates in your program without reference to the relative availability of DBEs in your market.

(c) * * *

(3) Use data from a disparity study. Use a percentage figure derived from data in a valid, applicable disparity study. Any disparity study utilized must provide a detailed capacity analysis, including the methodology used.

* * * * *

(d) * * *

(1) * * *

(ii) Evidence from disparity studies conducted anywhere within your jurisdiction, to the extent it is not already accounted for in your base figure. To the extent that the disparity study provides a detailed capacity analysis, include the methodology used;

* * * * *

(3) If you attempt to make an adjustment to your base figure to account for the effects of an ongoing DBE program, the adjustment must be based on demonstrable evidence that is logically and directly related to the effect for which the adjustment is sought.

* * * * *

(f) * * *

(3) You must include with your overall goal submission a description of the methodology you used to establish the goal, including your base figure and the evidence with which it was calculated, and the adjustments you made to the base figure and the evidence you relied on for the adjustments. You should also include a summary listing of the relevant available evidence in your jurisdiction and, where applicable, an explanation of why you did not use that evidence to adjust your base figure. You must also include your projection of the portions of the overall goal you expect to meet through DBE-neutral and DBE-conscious measures, respectively (*see* § 26.51(c)).

* * * * *

(g)(1) In establishing an overall goal, you must provide for consultation and publication. This includes:

(i) Consultation with general contractor groups, community organizations, and other officials or organizations that could be expected to have information concerning the availability of disadvantaged and non-disadvantaged businesses and your efforts to establish a level playing field for the participation of DBEs. The consultation must include a scheduled, direct, interactive exchange (*e.g.,* a face-to-face meeting, video conference, teleconference) with as many interested stakeholders as possible focused on obtaining information relevant to the goal setting process, and it must occur before you are required to submit your methodology to the operating administration for review pursuant to paragraph (f) of this section. You must document in your goal submission the consultation process you engaged in. Notwithstanding paragraph (f)(4) of this section, you may not implement your proposed goal until you have complied with this requirement.

(ii) A published notice announcing your proposed overall goal before submission to the operating administration on August 1st. The notice must be posted on your official internet website and may be posted in any other sources (*e.g.,* trade association publications). If the proposed goal changes following review by the operating administration, the revised goal must be posted on your official internet website.

* * * * *

(h) Effective October 3, 2025you are not required to update your overall goals until the UCP that covers you has completed the reevaluation process described in § 26.111.

■ 22. Amend § 26.47 as follows:
■ a. Revise paragraph (c)(4);
■ b. Revise paragraph (d); and
■ c. Add paragraph (e).

§ 26.47 Can recipients be penalized for failing to meet overall goals?

* * * * *

(c) * * *

(4) FHWA, FTA, or FAA may impose conditions on the recipient as part of its approval of the recipient's analysis and corrective actions including, but not limited to, modifications to your overall goal methodology, changes in your DBE-conscious/DBE-neutral split, or the introduction of additional DBE-neutral or DBE-conscious measures.

* * * * *

(d) If, as recipient, your Uniform Report of DBE Awards or Commitments and Payments or other information coming to the attention of FTA, FHWA, or FAA, demonstrates that current

trends make it unlikely that you will achieve DBE awards and commitments that would be necessary to allow you to meet your overall goal at the end of the fiscal year, FHWA, FTA, or FAA, as applicable, may require you to make further good faith efforts, such as by modifying your DBE-conscious/DBE-neutral or introducing additional DBE-neutral or DBE-conscious measures for the remainder of the fiscal year.

(e) Effective October 3, 2025, you are not subject to this section until the UCP that covers you has completed the reevaluation process described in § 26.111.

■ 23. Amend § 26.51 as follows:
■ a. Revise paragraph (a);
■ b. Revise the introductory text to paragraph (b);
■ c. Revise paragraph (c);
■ d. Revise paragraph (d);
■ e. Revise paragraph (e)(2);
■ f. Revise paragraph (f);
■ g. Revise paragraph (g); and
■ h. Add paragraph (h).

The revisions read as follows:

§ 26.51 What means do recipients use to meet overall goals?

(a) You must meet the maximum feasible portion of your overall goal by using DBE-neutral means of facilitating DBE-neutral participation. DBE-neutral participation includes any time a DBE wins a prime contract through customary competitive procurement procedures or is awarded a subcontract on a prime contract that does not carry a DBE contract goal.

(b) DBE-neutral means include, but are not limited to, the following:

* * * * *

(c) Each time you submit your overall goal for review by the concerned operating administration, you must also submit your projection of the portion of the goal that you expect to meet through DBE-neutral means and your basis for that projection. This projection is subject to approval by the concerned operating administration, in conjunction with its review of your overall goal.

(d) You must establish contract goals to meet any portion of your overall goal you do not project being able to meet using DBE-neutral means.

* * * * *

(e) * * *

(2) You are not required to set a contract goal on every DOT-assisted contract. You are not required to set each contract goal at the same percentage level as the overall goal. The goal for a specific contract may be higher or lower than that percentage level of the overall goal, depending on such factors as the type of work involved, the location of the work, and the availability of DBEs for the work of the particular contract. However, over the period covered by your overall goal, you must set contract goals so that they will cumulatively result in meeting any portion of your overall goal you do not project being able to meet through the use of DBE-neutral means.

* * * * *

(f) To ensure that your DBE program continues to be narrowly tailored to overcome the effects of social and economic disadvantage, you must adjust your use of contract goals as follows:

(1) If your approved projection under paragraph (c) of this section estimates that you can meet your entire overall goal for a given year through DBE-neutral means, you must implement your program without setting contract goals during that year, unless it becomes necessary in order meet your overall goal.

Example 1 to paragraph (f)(1): Your overall goal for Year I is 12 percent. You estimate that you can obtain 12 percent or more DBE participation through DBE-neutral measures, without any use of contract goals. In this case, you do not set any contract goals for the contracts that will be performed in Year I. However, if part way through Year I, your DBE awards or commitments are not at a level that would permit you to achieve your overall goal for Year I, you could begin setting DBE-conscious contract goals during the remainder of the year as part of your obligation to implement your program in good faith.

(2) If, during any year in which you are using contract goals, you determine that you will exceed your overall goal, you must reduce or eliminate the use of contract goals to the extent necessary to ensure that the use of contract goals does not result in exceeding the overall goal. If you determine that you will fall short of your overall goal, then you must make appropriate modifications in your use of DBE-neutral or DBE-conscious measures to allow you to meet the overall goal.

Example 2 to paragraph (f)(2): In Year II, your overall goal is 12 percent. You have estimated that you can obtain 5 percent DBE participation through use of DBE-neutral measures. You therefore plan to obtain the remaining 7 percent participation through use of DBE goals. By September, you have already obtained 11 percent DBE participation for the year. For contracts let during the remainder of the year, you use contract goals only to the extent necessary to obtain an additional one percent DBE participation. However, if you determine in September that your participation for the year is likely to be only 8 percent total, then you would increase your use of DBE-neutral or DBE-conscious means during the remainder of the year in order to achieve your overall goal.

(3) If the DBE participation you have obtained by DBE-neutral means alone meets or exceeds your overall goals for two consecutive years, you are not required to make a projection of the amount of your goal you can meet using such means in the next year. You do not set contract goals on any contracts in the next year. You continue using only DBE-neutral means to meet your overall goals unless and until you do not meet your overall goal for a year.

Example 3 to paragraph (f)(3): Your overall goal for Years I and Year II is 10 percent. The DBE participation you obtain through DBE-neutral measures alone is 10 percent or more in each year. (For this purpose, it does not matter whether you obtained additional DBE participation through using contract goals in these years.) In Year III and following years, you do not need to make a projection under paragraph (c) of this section of the portion of your overall goal you expect to meet using DBE-neutral means. You simply use DBE-neutral means to achieve your overall goals. However, if in Year VI your DBE participation falls short of your overall goal, then you must make a paragraph (c) of this section projection for Year VII and, if necessary, resume use of contract goals in that year.

(4) If you obtain DBE participation that exceeds your overall goal in two consecutive years using contract goals (*i.e.,* not through DBE-neutral means alone), you must reduce your use of contract goals proportionately in the following year.

Example 4 to paragraph (f)(4): In Years I and II, your overall goal is 12 percent, and you obtain 14 and 16 percent DBE participation, respectively. You have exceeded your goals over the two-year period by an average of 25 percent. In Year III, your overall goal is again 12 percent, and your paragraph (c) of this section projection estimates that you will obtain 4 percent DBE participation through DBE-neutral means and 8 percent through contract goals. You then reduce the contract goal projection by 25 percent (*i.e.,* from 8 to 6 percent) and set contract goals accordingly during the year. If in Year III you obtain 11 percent participation, you do not use this contract goal adjustment mechanism for Year IV, because there have not been two consecutive years of exceeding overall goals.

(g) In any year in which you project meeting part of your goal through DBE-neutral means and the remainder through contract goals, you must maintain data separately on DBE achievements in those contracts with and without contract goals, respectively. You must report this data to the concerned operating administration as provided in § 26.11.

(h) Effective October 3, 2025, you may not set any contract goals until the UCP that covers you has completed the reevaluation process described in § 26.111.

■ 24. Amend § 26.55 by adding paragraph (i) to read as follows:

§ 26.55 How is DBE participation counted toward goals?

* * * * *

(i) Effective October 3, 2025, you may not count any DBE participation toward DBE goals until the UCP that covers you has completed the reevaluation process described in § 26.111.

■ 25. Amend § 26.61 by revising paragraph (b) to read as follows:

§ 26.61 Burden of proof.

* * * * *

(b) The firm has the burden of demonstrating, by a preponderance of the evidence, *i.e.,* more likely than not, that it satisfies all of the requirements in this subpart. In determining whether the firm has met its burden, the certifier must consider all the information in the record, viewed as a whole. In a decertification proceeding the certifier bears the burden of proving, by a preponderance of the evidence, that the firm is no longer eligible for certification under the rules of this part.

■ 26. Revise § 26.67 to read as follows:

§ 26.67 Social and economic disadvantage.

(a) Non-presumptive Disadvantage. All applicants must demonstrate social and economic disadvantage (SED) affirmatively based on their own experiences and circumstances within American society, and without regard to race or sex.

(1) To satisfy the SED requirement and ensure all determinations of disadvantage are not based in whole or in part on race or sex, an owner must provide the certifier a Personal Narrative (PN) that establishes the existence of disadvantage by a preponderance of the evidence based on individualized proof regarding specific instances of economic hardship, systemic barriers, and denied opportunities that impeded the owner's progress or success in education, employment, or business, including obtaining financing on terms available to similarly situated, non-disadvantaged persons.

(2) The PN must state how and to what extent the impediments caused the owner economic harm, including a full description of type and magnitude, and must establish the owner is economically disadvantaged in fact relative to similarly situated non-disadvantaged individuals.

(3) The owner must attach to the PN a current PNW statement and any other financial information he considers relevant.

■ 27. Add § 26.111 to subpart F to read as follows:

§ 26.111 DBE Reevaluation Process.

(a) Effective October 3, 2025, each UCP must:

(1) Identify each currently certified DBE;

(2) Provide each firm identified pursuant to subparagraph (a)(1) with the opportunity to submit documentation demonstrating its DBE eligibility under the standards set forth in this part;

(3) Determine whether each firm identified pursuant to subparagraph (a)(1) meets the DBE eligibility standards set forth in this part; and

(4) Issue a written decision to each firm reevaluated pursuant to subparagraph (a)(3), indicating that it has either been recertified or is decertified.

(b) The provisions of § 26.87 of this part shall not apply to any action taken pursuant to paragraph (a).

(c) Each UCP must reevaluate each firm identified pursuant to subparagraph (a)(1) as quickly as practicable and must promptly notify the Department when it has done so. The Department reserves the right to review a UCP's reevaluation process.

[FR Doc. 2025–19460 Filed 10–2–25; 8:45 am]

BILLING CODE 4910–9X–P

DEPARTMENT OF COMMERCE

National Oceanic and Atmospheric Administration

50 CFR Parts 600 and 622

[Docket No. 250915–0853]

RIN 0648–BM94

Fisheries of the Caribbean, Gulf of America, and South Atlantic; Fishery Management Plans of Puerto Rico, St. Croix, and St. Thomas and St. John; Amendment 2

AGENCY: National Marine Fisheries Service (NMFS), National Oceanic and Atmospheric Administration (NOAA), Commerce.

ACTION: Final rule.

SUMMARY: NMFS issues regulations to implement management measures described in Amendment 2 to the Fishery Management Plans (FMPs) for Puerto Rico, St. Croix, St. Thomas and St. John FMP (Amendment 2), as prepared by the Caribbean Fishery Management Council (Council). This final rule prohibits and restricts the use of certain net gear in U.S. Caribbean Federal waters and requires a descending device to be available and ready for use on vessels when fishing for federally managed reef fish species in U.S. Caribbean Federal waters. The purpose of this final rule and Amendment 2 is to protect habitats and species from the potential negative impacts associated with the use of certain net gear and to enhance the survival of released reef fish in U.S. Caribbean Federal waters.

DATES: This final rule is effective November 3, 2025, except for the revisions for §§ 622.437(a)(4), 622.477(a)(4), and 622.512(a)(4), which are effective April 1, 2026.

ADDRESSES: Electronic copies of Amendment 2, which includes a fishery impact statement, an environmental assessment, a regulatory impact review, and a Regulatory Flexibility Act (RFA) analysis, may be obtained from the Southeast Regional Office website at *https://www.fisheries.noaa.gov/action/amendment-2-puerto-rico-st-croix-and-st-thomas-and-st-john-fishery-management-plans-trawl.*

FOR FURTHER INFORMATION CONTACT: Maria Lopez-Mercer, NMFS Southeast Regional Office, 727–824–5305, *maria.lopez@noaa.gov.*

SUPPLEMENTARY INFORMATION: NMFS, with the advice of the Council, manages the Puerto Rico, St. Croix, and St. Thomas and St. John fisheries in U.S. Caribbean Federal waters under the Puerto Rico, St. Croix, and St. Thomas and St. John FMPs. The Council prepared the FMPs, which the Secretary of Commerce approved, and NMFS implements the FMPs through regulations at 50 CFR parts 600 and 622 under the authority of the Magnuson-Stevens Fishery Conservation and Management Act (Magnuson-Stevens Act).

On August 27, 2024, NMFS published a notice of availability for Amendment 2 and requested public comment (89 FR 68572). On September 30, 2024, NMFS published a proposed rule for Amendment 2 and requested public comment (89 FR 79492). NMFS

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Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

November 20, 2025

ATTN: Important Changes to Business Certification Programs

Dear Modal Partners:

The purpose of this letter is to inform Florida's modal partners of recent changes in both state and federal law to reduce discriminatory practices included within the U.S. Department of Transportation's (USDOT) Disadvantaged Business Enterprise (DBE) and Airport Concession Disadvantaged Business Enterprise (ACDBE) programs.

As expressed in FDOT's response to USDOT's Request for Information (RFI) titled "Advancing a Surface Transportation Proposal that Focuses on America's Most Fundamental Infrastructure Needs", published in the Federal Register on July 21, 2025, Florida firmly believes the DBE and ACDBE programs must be repealed entirely and replaced with a program whose primary purpose is advocating for improving economic competitiveness and small business development.

Last month, USDOT issued an Interim Final Rule concerning its DBE and ACDBE programs, effectively removing the presumption based on race and sex with a focus on economic disadvantage for certification. These rules are in addition to FDOT's repeal of references to these programs in Florida Law, replacing discriminatory requirements with a state-led program focused on small business development, regardless of someone's race or sex.

Accordingly, we have notified all Florida-based federally funded transportation entities of these changes. In this notification, FDOT provided a copy of the most recent USDOT guidance and Interim Final Rule. While FDOT continues to work with USDOT to transition the state entirely away from DBE and ACDBE programs, all authorities were reminded of the requirement to follow the new federal rules.

Separately, FDOT will launch a new state-led small business development program through the FDOT Business Growth and Engagement Office next year which will focus on economic competitiveness and small business development over any discriminatory methodology. Additional information will be provided in the months ahead including:

- Technical assistance on how to do business with FDOT
- Guidance on obtaining FDOT business certifications
- Business networking opportunities
- Additional resources to support business growth
- Setting performance goals to spur small business growth

In the interim, if you become aware of a federally-funded transportation entity that is not in compliance with the new federal protections against discriminatory contracting practices, you are encouraged to notify the department at bge.office@dot.state.fl.us. Upon receipt, FDOT will notify the

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entity of the requirements of Federal law and further refer such complaint to the appropriate Federal authority.

Should you have any questions about these changes, please feel free to contact us at bge.office@dot.state.fl.us or 850-414-4747.

We thank you for your continued efforts to reduce congestion and prioritize the movement of our state's supply chain.

Sincerely,

Signed by:
Dan Fitz-Patrick
EBCEDD8913E6488...

Dan Fitz-Patrick
Chief Strategy Officer, Assistant Secretary

GENERAL PROVISIONS

SECTION 1A
SUPPLEMENTAL GENERAL PROVISIONS

The following Supplemental General Provisions are included to supplement the Part I General Provisions as required by the FAA AC 150/5370-10, latest edition. If there is a conflict between the FAA Standard General Provisions and other provisions, the FAA Standard will prevail, unless the other provisions are more strict and required by local ordinances.

SECTION 10 DEFINITION OF TERMS

10-50a RESIDENT PROJECT REPRESENTATIVE. An authorized representative of the Engineer assigned to make all necessary observations and/or tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor in the execution of this contract. The Resident Project Representative (RPR) is the Engineer's agent, will act as directed by and under the supervision of the Engineer, and will confer with the Engineer regarding his/her actions. The RPR's dealings in matters pertaining to the on-site work shall, in general, be only with Engineer and Contractor. Written communications with Owner will be through or as directed by the Engineer.

SECTION 20 PROPOSAL REQUIREMENTS AND CONDITIONS

Supplement to Paragraph 20-9 IRREGULAR PROPOSALS. Proposals shall be considered irregular for any of the reasons stated in paragraph 20-08, and if the proposal is "nonresponsive" with respect to the requirements of Executive Order 11246 and 49 CFR Part 23.

Supplement to Paragraph 20-14 DISQUALIFICATION OF BIDDERS.

A bidder shall be disqualified for any of the reasons stated in paragraph 20-14, as well as the following:

(d) Lack of responsibility as shown by past work judged from the standpoint of workmanship and/or performance as determined by the Owner;

(e) Lack of competency, as revealed by inability to produce valid license as required by law;

(f) Uncompleted work for which the bidder is committed by contract, which, in the judgment of the Owner, might hinder or prevent the prompt completion of work under this contract if awarded to such bidder; and

(g) Being in arrears on any of his existing contracts with the Owner or in litigation with the Owner resulting from having defaulted on a previous contract with the Owner.

SECTION 30 AWARD AND EXECUTION OF CONTRACT

Supplement to Paragraph 30-2 AWARD OF CONTRACT. Award of the contract may be subject to the availability of FAA/FDOT AIP/PTGA funds, and will be made after the necessary determinations of the responsibility of the low bidders have been made. Upon approval by the Federal Aviation Administration and based on the recommendations of the Engineer, contract award notification will be made.

Supplement to Paragraph 30-05 REQUIREMENTS OF CONTRACT BONDS. For all contracts, separate performance and payment bonds shall each be in a sum equal to the full amount of the contract awarded. The bond shall be written through a company licensed to do business in the State of Florida and meeting the following requirements, ***in addition to local ordinances***.

(a) **Qualifications - Management and Strength**

(1) The surety must be rated no less than "A" as to ~~management~~ ***Financial Strength*** and no less than ***"IX" as to Financial Size***, ~~strength~~ by the latest edition of Best's Insurance Guide, published by Alfred M. Best Company, Inc., 75 Fulton St., New York, New York 10038;

(2) The surety company executing the bond shall be listed by the U.S. Treasury Department as being approved by and for writing bonds for federal projects on its current list in an amount not less than the amount of the bond to the owner;

(b) **Bonding Limit - Any One Risk.** The bonding limit of the sureties shall not exceed five percent (5%) of the policyholder surplus (capital and surplus) as listed by the aforementioned Best's Insurance Guide; and

(c) **Authorization.** Attorneys-in-fact who sign performance, payment and guaranty bonds must file with such bond a certified copy of their power of attorney to sign such bonds. All bonds must be countersigned by a resident Florida agent of the surety with proof of agency attached.

Supplement to Paragraph 30-06 EXECUTION OF CONTRACT. The successful bidder shall provide satisfactory evidence of all required insurance coverage to the Owner or the persons executing the contract. The above documents must be furnished, executed, and delivered before the contract will be executed by the Owner and a copy of such fully executed contract is delivered to the Contractor. If the contract is mailed, special handling is recommended.

SECTION 40 SCOPE OF WORK

40-1a PRE-CONSTRUCTION CONFERENCE. After contract has been awarded and signed, but prior to the commencement of the work, a Pre-Construction Conference shall be held at the office of the Owner. Such conference shall be attended by authorized representatives of the Owner, Engineer, Contractor, and appropriate airport users. The purpose of this conference will be to review the Contractor's submitted progress schedule, clarify any issues that might arise with regard to responsibility and jurisdiction, and acquaint all parties with the respective authorized representatives.

The Contractor's progress schedule shall be furnished to the Engineer five (5) working days in advance of this conference. The exact time and place of this meeting shall be established by the Owner and written notice shall be given.

Supplement to Paragraph 40-05 MAINTENANCE OF TRAFFIC. Contractor vehicles, and construction equipment shall be limited to the areas of runway and taxiway which are closed to air traffic, except when approved by the Owner. Safety practices shall be in accordance with FAA AC 150/5370-2, latest edition, Operational Safety on Airports during Construction. Vehicle traffic patterns to and from construction areas shall be as approved by the Owner after coordination with

the Owner. Grassed areas damaged by ground traffic will be restored by the Contractor at his expense prior to completion and acceptance of the project.
The Contractor shall furnish flaggers in sufficient numbers to protect and divert vehicular, aircraft, and pedestrian traffic from working areas closed to traffic, or to protect any new work. Failure to comply with these requirements will result in the Owner shutting down the work until the Contractor can demonstrate the necessary protection.

When contractor vehicles must repeatedly cross the active runway, or be within 250 feet of an active runway centerline, the Contractor shall furnish flagmen to control such movements to assure safety to aircraft and personnel using the active runway. Vehicles shall be flagged and lighted in accordance with AC 150/5370-2, latest edition.

Supplement to 40-08 FINAL CLEANING UP. Areas disturbed during construction are to be restored to the conditions existing prior to construction. No separate payment will be made for this work.

40-09 UTILITIES AND TEMPORARY FACILITIES.

(a) **Existing Utilities and Facilities** indicated on the drawings may not be complete and location could vary from that shown. The Contractor shall verify the exact location of those existing utilities and facilities which are directly involved in the construction and/or within the limits of the work.

(b) **Protection.** All active utilities and facilities traversing the site of the work shall be preserved in operating condition. All property including, but not limited to, sewer and water mains, conduit, manholes, catch basins, valve boxes, poles, guys, electrical and telephone cables and other appurtenances shall be protected. The Contractor shall repair damage to any such utility and facility due to the work under this contract to the satisfaction of the local authority and the utility, at no cost to the Owner.

(c) **Approval** shall be obtained from the appropriate utility authority prior to making adjustments to, or in any way altering the operation of existing utilities and facilities or making connections to existing pipes and structures.

(d) **Electrical Power.** Temporary wiring and electrical power for construction shall be furnished by the Contractor. Contractor shall make all necessary arrangements with the local power company for temporary services, at Contractor's expense.

(1) Temporary wiring shall meet all safety requirements of the National Electrical Code and local code requirements.

(2) Temporary power shall be made available by the Contractor to all subcontractors to enable them to properly carry out their work. An adequate number of outlets shall be provided, each properly and clearly labeled with maximum voltage and fuse protection, and provided with ground fault protection.

(3) Temporary lighting shall consist of a weatherproof socket properly insulated and provided with a locking wire-type guard.

(4) All devices shall be properly grounded.

(e) **Water.** The Contractor shall arrange with local authorities for water and pay all costs in connection therewith.

(f) **Temporary Sanitary Facilities.**

(1) Provide temporary toilet facilities separate from the job office. Maintain these during the entire period of construction under this Contract for use of all construction personnel on the job. Provide enough chemical toilets to conveniently serve the needs of all personnel.

(2) Chemical toilets and their maintenance shall meet the requirements of State and local health regulations and ordinances. Any facilities or maintenance methods failing to meet these requirements shall be corrected immediately.

SECTION 50 CONTROL OF WORK

Supplement to Paragraph 50-01 AUTHORITY OF THE RESIDENT PROJECT REPRESENTATIVE (RPR). All notices given by the Owner or the Engineer under the provisions of this contract shall be in writing and service of same may be in either of the following manners:

(a) By delivery of such notice to the Contractor or to any officer of the Contractor if said Contractor be a corporation, or to any agent or superintendent of the Contractor.

(b) By mailing such notice by certified mail to the address of the Contractor shown on the Contractor's bid.

The Engineer shall be permitted to inspect and review all payrolls, records or personnel, conditions of employment, invoices of materials, books of accounts, and other relevant data and records pertinent to the contract and subcontracts.

Supplement to Paragraph 50-6 COOPERATION BETWEEN CONTRACTORS. The Contractor shall not commit or permit any act which will interfere with the performance of the work by any other contractor or fail to perform such acts as required to avoid interference with the performance of work by any other contractor.

If there is a difference of opinion as to the respective rights of the Contractor and others doing the work within the limits of or adjacent to the project, the Engineer will decide as to the respective rights of the various parties involved in order to secure the completion of the Owner's work in general harmony and in a satisfactory manner. His decision shall be final and binding on the Contractor.

Supplement to Paragraph 50-7 CONSTRUCTION LAYOUT AND STAKES. The Contractor must establish all layout required for the construction of the work and shall perform all other surveys required during construction. Initial staking for the construction layout, grade control, and the final measurements for the proposed Work shall be performed by a competent licensed surveyor at the expense of the Contractor, who shall cooperate with the Engineer to facilitate checking of the work.

Supplement to Paragraph 50-08, AUTHORITIES AND DUTIES OF QUALITY ASSURANCE (QA) INSPECTORS. Resident Project Representative (RPR) will:

1. SCHEDULES: Review the progress schedule, schedule of Shop Drawing submissions and schedule of values prepared by Contractor and consult with Engineer concerning their acceptability.

2. CONFERENCES: Attend pre-construction conferences. Arrange a schedule of progress meetings and other job conferences as required in consultation with Engineer and notify those expected to attend in advance. Attend meetings, and maintain and circulate copies of minutes thereof.

3. LIAISON:

   a. Serve as Engineer's liaison with Contractor, working principally through Contractor's superintendent and assist him in understanding the intent of the Contract Documents. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-site operations.

   b. As requested by the Engineer, assist in obtaining from Owner additional details or information, when required at the job site for proper execution of the work.

4. SHOP DRAWINGS AND SAMPLES:

   a. Receive and record date of receipt of shop drawings and samples, receive samples which are furnished at the site by Contractor, and notify Engineer of their availability for examination.

   b. Advise Engineer and Contractor or its superintendent immediately of the commencement of any work requiring a shop drawing or sample submission if the submission has not been reviewed by the Engineer.

5. REVIEW OF WORK, REJECTION OF DEFECTIVE WORK, INSPECTIONS AND TESTS:

   a. Conduct on-site observations of the work in progress to assist Engineer in determining if the work is proceeding in accordance with the Contract Documents and that completed work will conform to the Contract Documents.

   b. Report to Engineer whenever he believes that any work is unsatisfactory, faulty or defective, or does not conform to the Contract Documents, or does not meet the requirements of any inspections, tests, or approval required to be made or has been damaged prior to final payment. Advise Engineer when he believes work should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

   c. Verify that test, equipment and systems startups and operating and maintenance instructions are conducted as required by the Contract Documents and in presence of the required personnel, and the Contractor maintains adequate records thereof; observe, record and report to Engineer appropriate details relative to the test procedures and startups.

   d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the outcome of these inspections and report to Engineer.

6. INTERPRETATION OF CONTRACT DOCUMENTS: Transmit Engineer's clarification and interpretations of the Contract Documents to Contractor.

7. MODIFICATIONS: Consider and evaluate Contractor's suggestions for modifications in drawings or specifications and report them with recommendations to Engineer.

8. RECORDS:

   a. Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and sample submissions, reproductions of original Contract Documents, including all addenda, change orders, field orders, additional drawings issued subsequent to the execution of the contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports and other project related documents.

   b. Keep a diary or log book, recording hours on the job site, weather conditions, data relative to questions of extras or deductions, list of visiting officials and representatives or manufacturers, fabricators, suppliers and distributors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures. Send copies to Engineer.

   c. Record names, addresses and telephone numbers of all contractors, subcontractors and major suppliers of material and equipment.

9. REPORTS:

   a. Furnish Engineer daily reports as required to show progress of the work and Contractor's compliance with the approved progress schedule of shop drawing submissions.

   b. Consult with Engineer in advance of scheduled major tests, inspections or start of important phases of the work.

   c. Report immediately to Engineer upon the occurrence of any accident.

10. PAYMENT REQUISITIONS: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward them with recommendations to Engineer, noting particularly their relation to the schedule of values, work completed and materials and equipment delivered at the site, but not incorporated in the work.

11. CERTIFICATES, MAINTENANCE AND OPERATION MANUALS: During the course of the work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed; and deliver this material to Engineer for his review and forwarding to Owner prior to final acceptance of the work.

12. COMPLETION:

   a. Before Engineer issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.

b. Conduct final inspection in the company of Engineer, Owner and Contractor and prepare a final list of items to be completed or corrected.

c. Verify that all items on final list have been completed or corrected and make recommendations to Engineer concerning acceptance.

13. PAYMENT OF COMPENSATION, ETC.: The payment of any compensation, whatever may be its character or form, or the giving of any gratuity, or the granting of any valuable favor by the Contractor to any inspector, directly or indirectly, is strictly prohibited and any such act on the part of the Contractor will constitute a violation of this contract.

LIMITATIONS OF AUTHORITY

Except upon written instructions of the Engineer, Resident Project Representative shall not:

1. Authorize any deviation from the Contract Documents or approve any substitute materials or equipment;

2. Exceed limitations of Engineer's authority as set forth in the Contract Documents;

3. Undertake any of the responsibilities of Contractor, subcontractor or Contractor's superintendent, or expedite the work;

4. Advise on, or issue, directions relative to any aspect of the means, methods, techniques, sequences, or procedures of construction unless such is specifically called for in the Contract Documents.

5. Advise on, or issue, directions as to safety precautions and programs in connection with the work;

6. Authorize Owner to occupy the project in whole or in part; and,

7. Participate in specialized field or laboratory tests.

Supplement to Paragraph 50-10 REMOVAL OF UNACCEPTABLE AND UNAUTHORIZED WORK. No work shall be done without lines and grades having been given to and approved by the Engineer.

SECTION 60 CONTROL OF MATERIALS

Supplement to Paragraph 60-2 SAMPLES, TESTS, AND CITED SPECIFICATIONS. All costs in connection with any failed tests necessary to confirm compliance with specifications, shall be borne by the Contractor.

Supplement to Paragraph 60-3 CERTIFICATION OF COMPLIANCE/ANALYSIS (COC/COA). Time expended by the Engineer in excess of one hour to establish or determine the "or equal" status of a material or product substitution shall be at Contractor's expense.

60-09 RECORD DRAWINGS. At the completion of the project construction and prior to the final inspection, the Contractor shall provide complete record drawings. The record drawings shall consist of one set of the latest edition of the contract drawings on which shall be clearly and neatly marked all variations from the contract drawings in the work actually installed. At every design elevation and dimension called out in the contract drawings, and areas as designated by the Engineer, the Contractor shall insure that a record elevation or dimension shall be provided for the record plans. The Contractor shall provide a competent, licensed surveyor to validate the record drawings. If any of the Contractor surveyor's data are found to be inaccurate, all (100%) of the record data shall be verified by a second independent registered land surveyor at the Contractor's expense.

SECTION 70 LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC

Supplement to Paragraph 70-6 SANITARY, HEALTH, AND SAFETY PROVISIONS. The Contractor, his personnel, and subcontractors will not be permitted to use the sanitary facilities in the existing buildings on the airport, and all personnel at the site shall be so advised. Enclosed temporary toilets shall be provided in sufficient numbers and located where directed and approved by the Owner. Drinking water shall be provided from a safe and sanitary source. All such facilities shall be furnished in strict accordance with existing governing health regulations.

Supplement to Paragraph 70-7 PUBLIC CONVENIENCE AND SAFETY. Particular attention is directed to safety on the project during the construction set forth under this contract, in order that the Contractor's personnel as well as the general public will be adequately protected. Construction equipment will not be operated or parked in the vicinity of the active airport runway, taxiways and apron during construction. Trenches, channels, holes and the like, dug for installation of underground items, will be left open a minimum length of time.

Equipment not in use will be parked in areas designated on the drawings and at least ***500 feet*** from the active runway and at least ***65.5 feet*** from active taxiways and aprons. Working equipment closer than this to active paved areas will be permitted only with specific permission from and coordination with the Owner through the resident project representative.

No excavation will be made closer than 50 feet to active paved areas except with express permission and coordinated with the Owner through the resident project representative. All such excavation left open over night will be adequately lighted with flashing lights.

When construction requires cutting of active taxiways or runways, same shall have adequate warning barricades and flashing lights placed at key locations to insure safety of operations. The Owner will publish NOTAM stating times of construction on a runway and advise aviators that the runway is closed.

Precaution shall be exercised at all times for the protection of persons and property. The safety provisions of the Manual of Accident Prevention in Construction, published by the Association of General Contractors of America shall be followed to the extent that such provisions are not contrary to applicable law.

Supplement to Paragraphs 70-11 RESPONSIBILITY FOR DAMAGE CLAIMS and 70-21 INSURANCE REQUIREMENTS.

The Contractor shall not commence work under this contract until he has obtained the following required insurance and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all the insurance required of the subcontractor has been obtained and approved, ***subject to local ordinance.*** Prior to the commencement of work hereunder, the Contractor shall furnish to the Owner and Engineer certification that the above insurance requirements have been met by providing a Certificate of Insurance that names as an additional insured the Owner, and all of its Officers, Agents, Employees, and City Commissioners, excluding worker's compensation and professional liability, and that provides such insurance is primary to any other insurance available to the additional insureds with respect to claims covered under the policy, and that such insurance coverage applies separately to each insured against whom claims are made or suit is brought; but the inclusion of one or more insureds shall not operate to increase the insurer's limit of liability. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the Owner in such insurance shall not be effective until ten (10) days after written notice thereof to the owner and the Engineer. The Contractor shall indemnify and save harmless the Engineer and the Owner and their officers, and employees from all suits actions, or claims of any character brought because of any injuries or damage received or sustained by any person, persons, or property on account of the operations of the Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of said Contractor; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the "Workmen's Compensation Act," or any other law, ordinance, order, or decree. Money due the Contractor under and by virtue of his/her contract as may be considered necessary by the Owner for such purpose may be retained for the use of the Owner or, in case no money is due, his/her surety may be held until such suit(s), action(s), or claim(s) for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the Owner, except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that he is adequately protected by public liability and property damage insurance. All policies required under this paragraph must be an "Occurrence" form. The policies shall contain a waiver of subrogation in favor of the City of Wauchula. All insurance coverage shall be written with an insurer having an A.M. Best Rating of a least the "A" category and size category of VIII. The Contractor's self-insured retention or deductible per line of coverage shall not exceed $25,000.00 without the permission of the Owner. ***Minimum requirements and coverage amounts are as follows, not in conflict with other Sections, and whichever is requirement is greater:***

(a) **Compensation Insurance.** The Contractor shall take out and maintain during the life of this contract, Workmen's Compensation Insurance for all his employees at the site of the project and, in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Workmen's Compensation Statute, the Contractor shall provide and cause each subcontractor to provide adequate insurance for the protection of his employees not otherwise protected.

(b) **Contractor's Public Liability and Property Damage Liability Insurance.** The Contractor shall take out and maintain regular Contractor's Public Liability and Property Damage Liability Insurance that will protect him from claims for damage for personal injury, including accidental death, as well as from claims for property damage that may arise from operations under this contract, whether such operations are by himself or by any subcontractor or by anyone directly or indirectly employed by either of them. The minimum amounts of such insurance shall be the greater of that as required by Local Ordinance and as follows:

(1) **Contractors' public liability insurance including automobile liability** in an amount not less than $2,000,000 for injuries, including wrongful death to any one person and subject to the same limit for each person in an amount not less than $2,000,000 for injuries including wrongful death to more than one person in any one occurrence.

(2) **Contractors' property damage liability insurance** in an amount not less than $50,000 for damages on account of any one occurrence and in an amount not less than $100,000 for damages on account of all occurrences.

(3) **Contractors' automobile property damage liability insurance** in an amount not less than $2,000,000.

(c) **Contingent Liability.** The above policies for comprehensive liability and property damage insurance must be so written as to include contingent liability and contingent property damage insurance to protect the Contractor against claims arising from the operation of subcontractors.

(d) **Contractual Liability.** To recognize and hold harmless the requirements of this contract.

(e) **Builder's Risk.** The Contractor shall secure and maintain during the term of this contract, builder's risk insurance to include but not limited to fire, lightning, extended coverage, vandalism and malicious mischief, in ***the amount of the project value or greater***.

(f) **Umbrella (Excess) Liability Insurance**. Umbrella Liability with limits of not less than $2,000,000.00, exclusive of defense costs, to be in excess of all other coverages. Such coverage shall be at least as broad as the primary coverages above, with any excess umbrella layers written on a strict following form basis over the primary coverage. All such policies shall be endorsed to provide defense coverage obligations.

See GP Sections 70-11 and 70-21 for additional information and requirements.

70-22 PROJECT INSPECTION BY OTHERS. The Contractor is advised that the project may be inspected by the Design Engineers, City of Wauchula, Hardee County Inspectors, Insurance/Re-Insurance company appointed inspectors, and any other Agencies having jurisdiction over this project.

SECTION 80 EXECUTION AND PROGRESS

Supplement to Paragraph 80-04 LIMITATION OF OPERATIONS. The construction work shall be accomplished in such a manner that the runway is subject to closure only during the times required for construction, and that such closures for construction receive timely publication of NOTAM as to timing and frequency of occurrences.

SECTION 90 MEASUREMENT AND PAYMENT

Supplement to Paragraph 90-09 ACCEPTANCE AND FINAL PAYMENT. Before the final payment is made, the Contractor shall show to the Owner satisfactory evidence that all just liens, claims, and demands of his employees and of other parties from whom materials used in the construction of the work have been purchased or procured, are fully satisfied. The Contractor shall execute and furnish a release of lien of the form included with the contract documents.

Before acceptance and final payment is made, the Contractor shall furnish to the Owner a guarantee to remain in full force and effect for a period of one (1) year from the date of the acceptance of the project by the Owner. This guarantee shall provide that the Contractor shall repair or replace for said period of one year, all work performed and materials and equipment furnished that were not performed or furnished according to the terms of the contract, and made good all defects thereof that have become apparent before the expiration of one year. Such guarantees shall be covered by the surety bond. If any part of the project, in the opinion of the Owner for the reasons stated above, needs to be replaced, repaired or made good during that time, he shall so notify the Contractor in writing. If the Contractor refuses or neglects to do such work within five (5) days from the date of service of such notice, the Owner shall have the work done by others and the cost thereof shall be paid by the Contractor or his surety. Before the surety bond is released, the Owner shall certify in writing that the foregoing obligations have been fully discharged.

When the contract work has been accepted in accordance with the requirements of the subsection titled FINAL ACCEPTANCE of Section 50, the Engineer will prepare the final estimate of the items of work actually performed. The Contractor shall approve the Engineer's final estimate or advise the Engineer of his/her objections to the final quantities to be paid under the contract as amended by change order or supplemental agreement. The Contractor and the Engineer shall resolve all disputes (if any) in the measurement and computation of final quantities to be paid within 30 calendar days of the Contractor's receipt of the Engineer's final estimate. If, after such 30-day period, a dispute still exists, the Contractor may approve the Engineer's estimate under protest of the quantities in dispute, and such disputed quantities shall be considered by the owner as a claim in accordance with the subsection titled CLAIMS FOR ADJUSTMENT AND DISPUTES of Section 50.

After the Contractor has approved, or approved under protest, the Engineer's final estimate, final payment will be processed based on the entire sum, or the undisputed sum in case of approval under protest, determined to be due the Contractor less all previous payments and all amounts to be deducted under the provisions of the contract. All prior partial payments shall be subject to correction in the final estimate and payment.

If the Contractor has filed a claim for additional compensation under the provisions of paragraph 50-16, CLAIMS FOR ADJUSTMENTS AND DISPUTES of Section 50, or under the provisions of this subsection, such claims will be considered by the owner in accordance with local laws or ordinances. Upon final adjudication of such claims, any additional payment determined to be due the Contractor will be paid pursuant to a supplemental final estimate.

END OF SECTION 1A

SECTION 10 DEFINITION OF TERMS

When the following terms are used in these specifications, in the contract, or in any documents or other instruments pertaining to construction where these specifications govern, the intent and meaning shall be defined as follows:

Paragraph Number	Term	Definition
10-01	**AASHTO**	The American Association of State Highway and Transportation Officials.
10-02	**Access Road**	The right-of-way, the roadway and all improvements constructed thereon connecting the airport to a public roadway.
10-03	**Advertisement**	A public announcement, as required by local law, inviting bids for work to be performed and materials to be furnished.
10-04	**Airport**	Airport means an area of land or water which is used or intended to be used for the landing and takeoff of aircraft; an appurtenant area used or intended to be used for airport buildings or other airport facilities or rights of way; airport buildings and facilities located in any of these areas, and a heliport.
10-05	**Airport Improvement Program (AIP)**	A grant-in-aid program, administered by the Federal Aviation Administration (FAA).
10-06	**Air Operations Area (AOA)**	The term air operations area (AOA) shall mean any area of the airport used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft. An air operation area shall include such paved or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiway, or apron.
10-07	**Apron**	Area where aircraft are parked, unloaded or loaded, fueled and/or serviced.
10-08	**ASTM International (ASTM)**	Formerly known as the American Society for Testing and Materials (ASTM).
10-09	**Award**	The Owner's notice to the successful bidder of the acceptance of the submitted bid.
10-10	**Bidder**	Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a proposal for the work contemplated.
10-11	**Building Area**	An area on the airport to be used, considered, or intended to be used for airport buildings or other airport facilities or rights-of-way together with all airport buildings and facilities located thereon.
10-12	**Calendar Day**	Every day shown on the calendar.
10-13	**Certificate of Analysis (COA)**	The COA is the manufacturer's Certificate of Compliance (COC) including all applicable test results required by the specifications.

Paragraph Number	Term	Definition
10-14	**Certificate of Compliance (COC)**	The manufacturer's certification stating that materials or assemblies furnished fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer's authorized representative.
10-15	**Change Order**	A written order to the Contractor covering changes in the plans, specifications, or proposal quantities and establishing the basis of payment and contract time adjustment, if any, for work within the scope of the contract and necessary to complete the project.
10-16	**Contract**	A written agreement between the Owner and the Contractor that establishes the obligations of the parties including but not limited to performance of work, furnishing of labor, equipment and materials and the basis of payment. The awarded contract includes but may not be limited to: Advertisement, Contract form, Proposal, Performance bond, payment bond, General provisions, certifications and representations, Technical Specifications, Plans, Supplemental Provisions, standards incorporated by reference and issued addenda.
10-17	**Contract Documents**	The complete documentation setting forth the contractual obligations set forth for the construction of the project, including but not limited to, the entire project manual (front ends, general and special provisions, technical specifications, and any referenced standards therein), as well as the construction plans and drawings. Contract Documents also refers to the contract agreement pages and other supporting advertisement, bidding requirements, and bidding procedures documents, also known as the "Front Ends".
10-18	**Contract Item (Pay Item)**	A specific unit of work for which a price is provided in the contract.
10-19	**Contract Time**	The number of calendar days or working days, stated in the proposal, allowed for completion of the contract, including authorized time extensions. If a calendar date of completion is stated in the proposal, in lieu of a number of calendar or working days, the contract shall be completed by that date.
10-20	**Contractor**	The individual, partnership, firm, or corporation primarily liable for the acceptable performance of the work contracted and for the payment of all legal debts pertaining to the work who acts directly or through lawful agents or employees to complete the contract work.

Paragraph Number	Term	Definition
10-21	**Contractors Quality Control (QC) Facilities**	The Contractor's QC facilities in accordance with the Contractor Quality Control Program (CQCP).
10-22	**Contractor Quality Control Program (CQCP)**	Details the methods and procedures that will be taken to assure that all materials and completed construction required by the contract conform to contract plans, technical specifications and other requirements, whether manufactured by the Contractor, or procured from subcontractors or vendors.
10-23	**Control Strip**	A demonstration by the Contractor that the materials, equipment, and construction processes results in a product meeting the requirements of the specification.
10-24	**Construction Safety and Phasing Plan (CSPP)**	The overall plan for safety and phasing of a construction project developed by the airport operator, or developed by the airport operator's consultant and approved by the airport operator. It is included in the invitation for bids and becomes part of the project specifications.
10-25	**Drainage System**	The system of pipes, ditches, and structures by which surface or subsurface waters are collected and conducted from the airport area.
10-26	**Engineer**	The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for engineering, inspection, and/or observation of the contract work and acting directly or through an authorized representative.
10-27	**Equipment**	All machinery, together with the necessary supplies for upkeep and maintenance; and all tools and apparatus necessary for the proper construction and acceptable completion of the work.
10-28	**Extra Work**	An item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, but which is found by the Owner's Engineer or Resident Project Representative (RPR) to be necessary to complete the work within the intended scope of the contract as previously modified.
10-29	**FAA**	The Federal Aviation Administration. When used to designate a person, FAA shall mean the Administrator or their duly authorized representative.
10-30	**Federal Specifications**	The federal specifications and standards, commercial item descriptions, and supplements, amendments, and indices prepared and issued by the General Services Administration.

Paragraph Number	Term	Definition
10-31	**Force Account**	**a.** Contract Force Account - A method of payment that addresses extra work performed by the Contractor on a time and material basis. **b.** Owner Force Account - Work performed for the project by the Owner's employees.
10-32	**Intention of Terms**	Whenever, in these specifications or on the plans, the words “directed,” “required,” “permitted,” “ordered,” “designated,” “prescribed,” or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Engineer and/or Resident Project Representative (RPR) is intended; and similarly, the words “approved,” “acceptable,” “satisfactory,” or words of like import, shall mean approved by, or acceptable to, or satisfactory to the Engineer and/or RPR, subject in each case to the final determination of the Owner. Any reference to a specific requirement of a numbered paragraph of the contract specifications or a cited standard shall be interpreted to include all general requirements of the entire section, specification item, or cited standard that may be pertinent to such specific reference.
10-33	**Lighting**	A system of fixtures providing or controlling the light sources used on or near the airport or within the airport buildings. The field lighting includes all luminous signals, markers, floodlights, and illuminating devices used on or near the airport or to aid in the operation of aircraft landing at, taking off from, or taxiing on the airport surface.
10-34	**Major and Minor Contract Items**	A major contract item shall be any item that is listed in the proposal, the total cost of which is equal to or greater than 20% of the total amount of the award contract. All other items shall be considered minor contract items.
10-35	**Materials**	Any substance specified for use in the construction of the contract work.
10-36	**Modification of Standards (MOS)**	Any deviation from standard specifications applicable to material and construction methods in accordance with FAA Order 5300.1.
10-37	**Notice to Proceed (NTP)**	A written notice to the Contractor to begin the actual contract work on a previously agreed to date. If applicable, the Notice to Proceed shall state the date on which the contract time begins.

Paragraph Number	Term	Definition
10-38	**Owner**	The term "Owner" shall mean the party of the first part or the contracting agency signatory to the contract. Where the term "Owner" is capitalized in this document, it shall mean airport Sponsor only. The Owner for this project is ***The City of Wauchula Municipal Airport***.
10-39	**Passenger Facility Charge (PFC)**	Per 14 Code of Federal Regulations (CFR) Part 158 and 49 United States Code (USC) § 40117, a PFC is a charge imposed by a public agency on passengers enplaned at a commercial service airport it controls.
10-40	**Pavement Structure**	The combined surface course, base course(s), and subbase course(s), if any, considered as a single unit.
10-41	**Payment bond**	The approved form of security furnished by the Contractor and their own surety as a guaranty that the Contractor will pay in full all bills and accounts for materials and labor used in the construction of the work.
10-42	**Performance bond**	The approved form of security furnished by the Contractor and their own surety as a guaranty that the Contractor will complete the work in accordance with the terms of the contract.
10-43	**Plans**	The official drawings or exact reproductions which show the location, character, dimensions and details of the airport and the work to be done and which are to be considered as a part of the contract, supplementary to the specifications. Plans may also be referred to as 'contract drawings.'
10-44	**Project**	The agreed scope of work for accomplishing specific airport development with respect to a particular airport.
10-45	**Proposal**	The written offer of the bidder (when submitted on the approved proposal form) to perform the contemplated work and furnish the necessary materials in accordance with the provisions of the plans and specifications.
10-46	**Proposal guaranty**	The security furnished with a proposal to guarantee that the bidder will enter into a contract if their own proposal is accepted by the Owner.
10-47	**Quality Assurance (QA)**	Owner's responsibility to assure that construction work completed complies with specifications for payment.
10-48	**Quality Control (QC)**	Contractor's responsibility to control material(s) and construction processes to complete construction in accordance with project specifications.
10-49	**Quality Assurance (QA) Inspector**	An authorized representative of the Engineer and/or Resident Project Representative (RPR) assigned to make all necessary inspections, observations, tests, and/or observation of tests of the work performed or

Paragraph Number	Term	Definition
		being performed, or of the materials furnished or being furnished by the Contractor.
10-50	**Quality Assurance (QA) Laboratory**	The official quality assurance testing laboratories of the Owner or such other laboratories as may be designated by the Engineer or RPR. May also be referred to as Engineer's, Owner's, or QA Laboratory.
10-51	**Resident Project Representative (RPR)**	The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for all necessary inspections, observations, tests, and/or observations of tests of the contract work performed or being performed, or of the materials furnished or being furnished by the Contractor, and acting directly or through an authorized representative.
10-52	**Runway**	The area on the airport prepared for the landing and takeoff of aircraft.
10-53	**Runway Safety Area (RSA)**	A defined surface surrounding the runway prepared or suitable for reducing the risk of damage to aircraft. See the construction safety and phasing plan (CSPP) for limits of the RSA.
10-54	**Safety Plan Compliance Document (SPCD)**	Details how the Contractor will comply with the CSPP.
10-55	**Specifications**	A part of the contract containing the written directions and requirements for completing the contract work. Standards for specifying materials or testing which are cited in the contract specifications by reference shall have the same force and effect as if included in the contract physically.
10-56	**Sponsor**	A Sponsor is defined in 49 USC § 47102(24) as a public agency that submits to the FAA for an AIP grant; or a private Owner of a public-use airport that submits to the FAA an application for an AIP grant for the airport.
10-57	**Structures**	Airport facilities such as bridges; culverts; catch basins, inlets, retaining walls, cribbing; storm and sanitary sewer lines; water lines; underdrains; electrical ducts, manholes, handholes, lighting fixtures and bases; transformers; navigational aids; buildings; vaults; and, other manmade features of the airport that may be encountered in the work and not otherwise classified herein.
10-58	**Subgrade**	The soil that forms the pavement foundation.
10-59	**Superintendent**	The Contractor's executive representative who is present on the work during progress, authorized to receive and fulfill instructions from the RPR, and who shall supervise and direct the construction.

Paragraph Number	Term	Definition
10-60	**Supplemental Agreement**	A written agreement between the Contractor and the Owner that establishes the basis of payment and contract time adjustment, if any, for the work affected by the supplemental agreement. A supplemental agreement is required if: (1) in scope work would increase or decrease the total amount of the awarded contract by more than 25%: (2) in scope work would increase or decrease the total of any major contract item by more than 25%; (3) work that is not within the scope of the originally awarded contract; or (4) adding or deleting of a major contract item.
10-61	**Surety**	The corporation, partnership, or individual, other than the Contractor, executing payment or performance bonds that are furnished to the Owner by the Contractor.
10-62	**Taxilane**	A taxiway designed for low speed movement of aircraft between aircraft parking areas and terminal areas.
10-63	**Taxiway**	The portion of the air operations area of an airport that has been designated by competent airport authority for movement of aircraft to and from the airport's runways, aircraft parking areas, and terminal areas.
10-64	**Taxiway/Taxilane Safety Area (TSA)**	A defined surface alongside the taxiway prepared or suitable for reducing the risk of damage to an aircraft. See the construction safety and phasing plan (CSPP) for limits of the TSA.
10-65	**Work**	The furnishing of all labor, materials, tools, equipment, and incidentals necessary or convenient to the Contractor's performance of all duties and obligations imposed by the contract, plans, and specifications.
10-66	**Working day**	A working day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the Contractor may proceed with regular work for at least six (6) hours toward completion of the contract. When work is suspended for causes beyond the Contractor's control, it will not be counted as a working day. Saturdays, Sundays and holidays on which the Contractor's forces engage in regular work will be considered as working days.
10-67	Owner Defined terms	*None*

END OF SECTION 10

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SECTION 20 PROPOSAL REQUIREMENTS AND CONDITIONS

20-01 ADVERTISEMENT (NOTICE TO BIDDERS).

The Owner, or his/her authorized agent, shall publish the advertisement at such places and at such times as are required by local law or ordinances. The published advertisement shall state the time and place for submitting sealed proposals; a description of the proposed work; instructions to bidders as to obtaining proposal forms, plans, and specifications; proposal guaranty required; and the Owner's right to reject any and all bids. ***See the Invitation to Bid.***

20-02 QUALIFICATION OF BIDDERS. Each bidder shall submit evidence of competency and evidence of financial responsibility to perform the work to the Owner at the time of bid opening.

Evidence of competency, unless otherwise specified, shall consist of statements covering the bidder's past experience on similar work, and a list of equipment and a list of key personnel that would be available for the work.

Each bidder shall furnish the Owner satisfactory evidence of their financial responsibility. Evidence of financial responsibility, unless otherwise specified, shall consist of a confidential statement or report of the bidder's financial resources and liabilities as of the last calendar year or the bidder's last fiscal year. Such statements or reports shall be certified by a public accountant. At the time of submitting such financial statements or reports, the bidder shall further certify whether their financial responsibility is approximately the same as stated or reported by the public accountant. If the bidder's financial responsibility has changed, the bidder shall qualify the public accountant's statement or report to reflect the bidder's true financial condition at the time such qualified statement or report is submitted to the Owner.

~~Unless otherwise specified, a bidder may submit evidence that they are prequalified with the State Highway Division and are on the current "bidder's list" of the state in which the proposed work is located. Evidence of State Highway Division prequalification may be submitted as evidence of financial responsibility in lieu of the certified statements or reports specified above.~~

Each bidder shall submit "evidence of competency" and "evidence of financial responsibility" to the Owner at the time of bid opening. Each bidder shall submit the information in Section SBQ of the Bid Proposal Forms. Each bidder may submit FDOT certification to supplement the information required in Section SBQ.

20-03 CONTENTS OF PROPOSAL FORMS. The Owner's proposal forms state the location and description of the proposed construction; the place, date, and time of opening of the proposals; and the estimated quantities of the various items of work to be performed and materials to be furnished for which unit bid prices are asked. The proposal form states the time in which the work must be completed, and the amount of the proposal guaranty that must accompany the proposal. The Owner will accept only those Proposals properly executed on physical forms or electronic forms provided by the Owner. Bidder actions that may cause the Owner to deem a proposal irregular are given in paragraph 20-09 *Irregular proposals*.

Mobilization is limited to 10 percent of the total project cost, less general provisions items.

20-04 ISSUANCE OF PROPOSAL FORMS. The Owner reserves the right to refuse to issue a proposal form to a prospective bidder if the bidder is in default for any of the following reasons:

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

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

c. Documented record of Contractor default under previous contracts with the Owner.

d. Documented record of unsatisfactory work on previous contracts with the Owner.

20-05 INTERPRETATION OF ESTIMATED PROPOSAL QUANTITIES. An estimate of quantities of work to be done and materials to be furnished under these specifications is given in the proposal. It is the result of careful calculations and is believed to be correct. It is given only as a basis for comparison of proposals and the award of the contract. The Owner does not expressly, or by implication, agree that the actual quantities involved will correspond exactly therewith; nor shall the bidder plead misunderstanding or deception because of such estimates of quantities, or of the character, location, or other conditions pertaining to the work. Payment to the Contractor will be made only for the actual quantities of work performed or materials furnished in accordance with the plans and specifications. It is understood that the quantities may be increased or decreased as provided in the Section 40, paragraph 40-02, Alteration of Work and Quantities, without in any way invalidating the unit bid prices.

20-06 EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE. The bidder is expected to carefully examine the site of the proposed work, the proposal, plans, specifications, and contract forms. Bidders shall satisfy themselves to the character, quality, and quantities of work to be performed, materials to be furnished, and to the requirements of the proposed contract. The submission of a proposal shall be prima facie evidence that the bidder has made such examination and is satisfied to the conditions to be encountered in performing the work and the requirements of the proposed contract, plans, and specifications.

20-07 PREPARATION OF PROPOSAL. The bidder shall submit their proposal on the forms furnished by the Owner. All blank spaces in the proposal forms, unless explicitly stated otherwise, must be correctly filled in where indicated for each and every item for which a quantity is given. The bidder shall state the price (written in ink or typed) both in words and numerals which they propose for each pay item furnished in the proposal. In case of conflict between words and numerals, the words, unless obviously incorrect, shall govern.

Prices should be written in whole dollars and cents. The extended total amount of each item should not be rounded.

The bidder shall correctly sign the proposal in ink. If the proposal is made by an individual, their name and post office address must be shown. If made by a partnership, the name and post office address of each member of the partnership must be shown. If made by a corporation, the person signing the proposal shall give the name of the state where the corporation was chartered and the name, titles, and business address of the president, secretary, and the treasurer. Anyone signing a proposal as an agent shall file evidence of their authority to do so and that the signature is binding upon the firm or corporation.

20-08 RESPONSIVE AND RESPONSIBLE BIDDER. A responsive bid conforms to all significant terms and conditions contained in the Owner's invitation for bid. It is the Owner's responsibility to decide if the exceptions taken by a bidder to the solicitation are material or not and the extent of deviation it is willing to accept.

A responsible bidder has the ability to perform successfully under the terms and conditions of a proposed procurement, as defined in 2 CFR § 200.318(h). This includes such matters as Contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

20-09 IRREGULAR PROPOSALS. Proposals shall be considered irregular for the following reasons:

a. If the proposal is on a form other than that furnished by the Owner, or if the Owner's form is altered, or if any part of the proposal form is detached.

b. If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind that make the proposal incomplete, indefinite, or otherwise ambiguous.

c. If the proposal does not contain a unit price for each pay item listed in the proposal, except in the case of authorized alternate pay items, for which the bidder is not required to furnish a unit price.

d. If the proposal contains unit prices that are obviously unbalanced.

e. If the proposal is not accompanied by the proposal guaranty specified by the Owner.

~~**f.** If the applicable Disadvantaged Business Enterprise information is incomplete.~~

The Owner reserves the right to reject any irregular proposal and the right to waive technicalities if such waiver is in the best interest of the Owner and conforms to local laws and ordinances pertaining to the letting of construction contracts.

20-10 BID GUARANTEE. Each separate proposal shall be accompanied by a bid bond, certified check, or other specified acceptable collateral, in the amount specified in the proposal form. Such bond, check, or collateral, shall be made payable to the Owner.

20-11 DELIVERY OF PROPOSAL. Each proposal submitted shall be placed in a sealed envelope plainly marked with the project number, location of airport, and name and business address of the bidder on the outside. When sent by mail, preferably registered, the sealed proposal, marked as indicated above, should be enclosed in an additional envelope. No proposal will be considered unless received at the place specified in the advertisement or as modified by Addendum before the time specified for opening all bids. Proposals received after the bid opening time shall be returned to the bidder unopened.

20-12 WITHDRAWAL OR REVISION OF PROPOSALS. A bidder may withdraw or revise (by withdrawal of one proposal and submission of another) a proposal provided that the bidder's request for withdrawal is received by the Owner in writing ***by letter, fax or by email*** before the time specified for opening bids. Revised proposals must be received at the place specified in the advertisement before the time specified for opening all bids.

20-13 PUBLIC OPENING OF PROPOSALS. Proposals shall be opened, and read, publicly at the time and place specified in the advertisement. Bidders, their authorized agents, and other interested persons are invited to attend. Proposals that have been withdrawn (by written or telegraphic request) or received after the time specified for opening bids shall be returned to the bidder unopened.

20-14 DISQUALIFICATION OF BIDDERS. A bidder shall be considered disqualified for any of the following reasons:

a. Submitting more than one proposal from the same partnership, firm, or corporation under the same or different name.

b. Evidence of collusion among bidders. Bidders participating in such collusion shall be disqualified as bidders for any future work of the Owner until any such participating bidder has been reinstated by the Owner as a qualified bidder.

c. If the bidder is considered to be in "default" for any reason specified in paragraph 20-04, *Issuance of Proposal Forms,* of this section.

20-15 Discrepancies and Omissions. A Bidder who discovers discrepancies or omissions with the project bid documents shall immediately notify the Owner's Engineer of the matter. A bidder that has doubt as to the true meaning of a project requirement may submit to the Owner's Engineer a written request for interpretation no later than ***seven 7 calendar*** days prior to bid opening.

Any interpretation of the project bid documents by the Owner's Engineer will be by written addendum issued by the Owner. The Owner will not consider any instructions, clarifications or interpretations of the bidding documents in any manner other than written addendum.

END OF SECTION 20

SECTION 30 AWARD AND EXECUTION OF CONTRACT

30-01 CONSIDERATION OF PROPOSALS. After the proposals are publicly opened and read, they will be compared on the basis of the summation of the products obtained by multiplying the estimated quantities shown in the proposal by the unit bid prices. If a bidder's proposal contains a discrepancy between unit bid prices written in words and unit bid prices written in numbers, the unit bid price written in words shall govern.

Until the award of a contract is made, the Owner reserves the right to reject a bidder's proposal for any of the following reasons:

a. If the proposal is irregular as specified in Section 20, paragraph 20-09, *Irregular Proposals*.

b. If the bidder is disqualified for any of the reasons specified Section 20, paragraph 20-14, *Disqualification of Bidders*.

In addition, until the award of a contract is made, the Owner reserves the right to reject any or all proposals, waive technicalities, if such waiver is in the best interest of the Owner and is in conformance with applicable state and local laws or regulations pertaining to the letting of construction contracts; advertise for new proposals; or proceed with the work otherwise. All such actions shall promote the Owner's best interests.

30-02 AWARD OF CONTRACT. The award of a contract, if it is to be awarded, shall be made within **180** calendar days of the date specified for publicly opening proposals, unless otherwise specified herein.

If the Owner elects to proceed with an award of contract, the Owner will make award to the responsible bidder whose bid, conforming with all the material terms and conditions of the bid documents, is the lowest in price.

30-03 CANCELLATION OF AWARD. The Owner reserves the right to cancel the award without liability to the bidder, except return of proposal guaranty, at any time before a contract has been fully executed by all parties and is approved by the Owner in accordance with paragraph 30-07 *Approval of Contract*.

30-04 RETURN OF PROPOSAL GUARANTY. All proposal guaranties, except those of the two lowest bidders, will be returned immediately after the Owner has made a comparison of bids as specified in the paragraph 30-01, *Consideration of Proposals.* Proposal guaranties of the two lowest bidders will be retained by the Owner until such time as an award is made, at which time, the unsuccessful bidder's proposal guaranty will be returned. The successful bidder's proposal guaranty will be returned as soon as the Owner receives the contract bonds as specified in paragraph 30-05, *Requirements of Contract Bonds.*

30-05 REQUIREMENTS OF CONTRACT BONDS. At the time of the execution of the contract, the successful bidder shall furnish the Owner a surety bond or bonds that have been fully executed by the bidder and the surety guaranteeing the performance of the work and the payment of all legal debts that may be incurred by reason of the Contractor's performance of the work. The surety and the form of the bond or bonds shall be acceptable to the Owner. Unless otherwise specified in this subsection, the surety bond or bonds shall be in a sum equal to the full amount of the contract.

Separate performance and payment bonds are required for the contract.

30-06 EXECUTION OF CONTRACT. The successful bidder shall sign (execute) the necessary agreements for entering into the contract and return the signed contract to the Owner, along with the fully executed surety bond or bonds specified in paragraph 30-05, *Requirements of Contract Bonds,* of this section, within ***15*** calendar days from the date mailed or otherwise delivered to the successful bidder.

30-07 APPROVAL OF CONTRACT. Upon receipt of the contract and contract bond or bonds that have been executed by the successful bidder, the Owner shall complete the execution of the contract in accordance with local laws or ordinances, and return the fully executed contract to the Contractor. Delivery of the fully executed contract to the Contractor shall constitute the Owner's approval to be bound by the successful bidder's proposal and the terms of the contract.

30-08 FAILURE TO EXECUTE CONTRACT. Failure of the successful bidder to execute the contract and furnish an acceptable surety bond or bonds within the period specified in paragraph 30-06, *Execution of Contract,* of this section shall be just cause for cancellation of the award and forfeiture of the proposal guaranty, not as a penalty, but as liquidated damages to the Owner.

END OF SECTION 30

SECTION 40 SCOPE OF WORK

40-01 INTENT OF CONTRACT. The intent of the contract is to provide for construction and completion, in every detail, of the work described. It is further intended that the Contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies required to complete the work in accordance with the plans, specifications, and terms of the contract.

40-02 ALTERATION OF WORK AND QUANTITIES. The Owner reserves the right to make such changes in quantities and work as may be necessary or desirable to complete, in a satisfactory manner, the original intended work. Unless otherwise specified in the Contract, the Owner's Engineer or RPR shall be and is hereby authorized to make, in writing, such in-scope alterations in the work and variation of quantities as may be necessary to complete the work, provided such action does not represent a significant change in the character of the work.

For purpose of this section, a significant change in character of work means: any change that is outside the current contract scope of work; any change (increase or decrease) in the total contract cost by more than 25%; or any change in the total cost of a major contract item by more than 25%.

Work alterations and quantity variances that do not meet the definition of significant change in character of work shall not invalidate the contract nor release the surety. Contractor agrees to accept payment for such work alterations and quantity variances in accordance with Section 90, paragraph 90-03, *Compensation for Altered Quantities*.

Should the value of altered work or quantity variance meet the criteria for significant change in character of work, such altered work and quantity variance shall be covered by a supplemental agreement. Supplemental agreements shall also require consent of the Contractor's surety and separate performance and payment bonds. If the Owner and the Contractor are unable to agree on a unit adjustment for any contract item that requires a supplemental agreement, the Owner reserves the right to terminate the contract with respect to the item and make other arrangements for its completion.

40-03 OMITTED ITEMS. The Owner, the Owner's Engineer or the RPR may provide written notice to the Contractor to omit from the work any contract item that does not meet the definition of major contract item. Major contract items may be omitted by a supplemental agreement. Such omission of contract items shall not invalidate any other contract provision or requirement.

Should a contract item be omitted or otherwise ordered to be non-performed, the Contractor shall be paid for all work performed toward completion of such item prior to the date of the order to omit such item. Payment for work performed shall be in accordance with Section 90, paragraph 90-04, *Payment for Omitted Items*.

40-04 EXTRA WORK. Should acceptable completion of the contract require the Contractor to perform an item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, Owner may issue a Change Order to cover the necessary extra work. Change orders for extra work shall contain agreed unit prices for performing the change order work in accordance with the requirements specified in the order, and shall contain any adjustment to the contract time that, in the RPR's opinion, is necessary for completion of the extra work.

When determined by the RPR to be in the Owner's best interest, the RPR may order the Contractor to proceed with extra work as provided in Section 90, paragraph 90-05, *Payment for Extra Work*. Extra work that is necessary for acceptable completion of the project, but is not within the general scope of the work covered by the original contract shall be covered by a supplemental agreement as defined in Section 10, paragraph 10-59, *Supplemental Agreement*.

If extra work is essential to maintaining the project critical path, RPR may order the Contractor to commence the extra work under a Time and Material contract method. Once sufficient detail is available to establish the level of effort necessary for the extra work, the Owner shall initiate a change order or supplemental agreement to cover the extra work.

Any claim for payment of extra work that is not covered by written agreement (change order or supplemental agreement) shall be rejected by the Owner.

40-05 MAINTENANCE OF TRAFFIC. It is the explicit intention of the contract that the safety of aircraft, as well as the Contractor's equipment and personnel, is the most important consideration. The Contractor shall maintain traffic in the manner detailed in the Construction Safety and Phasing Plans (CSPP).

a. It is understood and agreed that the Contractor shall provide for the free and unobstructed movement of aircraft in the air operations areas (AOAs) of the airport with respect to their own operations and the operations of all subcontractors as specified in Section 80, paragraph 80-04, *Limitation of Operations*. It is further understood and agreed that the Contractor shall provide for the uninterrupted operation of visual and electronic signals (including power supplies thereto) used in the guidance of aircraft while operating to, from, and upon the airport as specified in Section 70, paragraph 70-15, *Contractor's Responsibility for Utility Service and Facilities of Others*.

b. With respect to their own operations and the operations of all subcontractors, the Contractor shall provide marking, lighting, and other acceptable means of identifying personnel, equipment, vehicles, storage areas, and any work area or condition that may be hazardous to the operation of aircraft, fire-rescue equipment, or maintenance vehicles at the airport in accordance with the construction safety and phasing plan (CSPP) and the safety plan compliance document (SPCD).

c. When the contract requires the maintenance of an existing road, street, or highway during the Contractor's performance of work that is otherwise provided for in the contract, plans, and specifications, the Contractor shall keep the road, street, or highway open to all traffic and shall provide maintenance as may be required to accommodate traffic. The Contractor, at their expense, shall be responsible for the repair to equal or better than preconstruction conditions of any damage caused by the Contractor's equipment and personnel. The Contractor shall furnish, erect, and maintain barricades, warning signs, flag person, and other traffic control devices in reasonable conformity with the Manual on Uniform Traffic Control Devices (MUTCD) (http://mutcd.fhwa.dot.gov/), unless otherwise specified. The Contractor shall also construct and maintain in a safe condition any temporary connections necessary for ingress to and egress from abutting property or intersecting roads, streets or highways.

40-06 REMOVAL OF EXISTING STRUCTURES. All existing structures encountered within the established lines, grades, or grading sections shall be removed by the Contractor, unless such existing structures are otherwise specified to be relocated, adjusted up or down, salvaged, abandoned in place, reused in the work or to remain in place. The cost of removing such existing structures shall not be measured or paid for directly but shall be included in the various contract items.

Should the Contractor encounter an existing structure (above or below ground) in the work for which the disposition is not indicated on the plans, the Resident Project Representative (RPR) shall be notified prior to disturbing such structure. The disposition of existing structures so encountered shall be immediately determined by the RPR in accordance with the provisions of the contract.

Except as provided in Section 40, paragraph 40-07, *Rights in and Use of Materials Found in the Work*, it is intended that all existing materials or structures that may be encountered (within the lines, grades, or grading sections established for completion of the work) shall be used in the work as otherwise provided for in the contract and shall remain the property of the Owner when so used in the work.

40-07 RIGHTS IN AND USE OF MATERIALS FOUND IN THE WORK. Should the Contractor encounter any material such as (but not restricted to) sand, stone, gravel, slag, or concrete slabs within the established lines, grades, or grading sections, the use of which is intended by the terms of the contract to be embankment, the Contractor may at their own option either:

a. Use such material in another contract item, providing such use is approved by the RPR and is in conformance with the contract specifications applicable to such use; or,

b. Remove such material from the site, upon written approval of the RPR; or

c. Use such material for the Contractor's own temporary construction on site; or,

d. Use such material as intended by the terms of the contract.

Should the Contractor wish to exercise option a., b., or c., the Contractor shall request the RPR's approval in advance of such use.

Should the RPR approve the Contractor's request to exercise option a., b., or c., the Contractor shall be paid for the excavation or removal of such material at the applicable contract price. The Contractor shall replace, at their expense, such removed or excavated material with an agreed equal volume of material that is acceptable for use in constructing embankment, backfills, or otherwise to the extent that such replacement material is needed to complete the contract work. The Contractor shall not be charged for use of such material used in the work or removed from the site.

Should the RPR approve the Contractor's exercise of option a., the Contractor shall be paid, at the applicable contract price, for furnishing and installing such material in accordance with requirements of the contract item in which the material is used.

It is understood and agreed that the Contractor shall make no claim for delays by reason of their own exercise of option a., b., or c.

The Contractor shall not excavate, remove, or otherwise disturb any material, structure, or part of a structure which is located outside the lines, grades, or grading sections established for the work, except where such excavation or removal is provided for in the contract, plans, or specifications.

40-08 FINAL CLEANUP. Upon completion of the work and before acceptance and final payment will be made, the Contractor shall remove from the site all machinery, equipment, surplus and discarded materials, rubbish, temporary structures, and stumps or portions of trees. The Contractor shall cut all brush and woods within the limits indicated and shall leave the site in a neat and presentable condition. Material cleared from the site and deposited on adjacent property will not be considered as having been disposed of satisfactorily, unless the Contractor has obtained the written permission of the property Owner.

END OF SECTION 40

SECTION 50 CONTROL OF WORK

50-01 AUTHORITY OF THE RESIDENT PROJECT REPRESENTATIVE (RPR). The RPR has final authority regarding the interpretation of project specification requirements. The RPR shall determine acceptability of the quality of materials furnished, method of performance of work performed, and the manner and rate of performance of the work. The RPR does not have the authority to accept work that does not conform to specification requirements.

50-02 CONFORMITY WITH PLANS AND SPECIFICATIONS. All work and all materials furnished shall be in reasonably close conformity with the lines, grades, grading sections, cross-sections, dimensions, material requirements, and testing requirements that are specified (including specified tolerances) in the contract, plans, or specifications.

If the RPR finds the materials furnished, work performed, or the finished product not within reasonably close conformity with the plans and specifications, but that the portion of the work affected will, in their opinion, result in a finished product having a level of safety, economy, durability, and workmanship acceptable to the Owner, the RPR will advise the Owner of their determination that the affected work be accepted and remain in place. The RPR will document the determination and recommend to the Owner a basis of acceptance that will provide for an adjustment in the contract price for the affected portion of the work. Changes in the contract price must be covered by contract change order or supplemental agreement as applicable.

If the RPR finds the materials furnished, work performed, or the finished product are not in reasonably close conformity with the plans and specifications and have resulted in an unacceptable finished product, the affected work or materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor in accordance with the RPR's written orders.

The term "reasonably close conformity" shall not be construed as waiving the Contractor's responsibility to complete the work in accordance with the contract, plans, and specifications. The term shall not be construed as waiving the RPR's responsibility to insist on strict compliance with the requirements of the contract, plans, and specifications during the Contractor's execution of the work, when, in the RPR's opinion, such compliance is essential to provide an acceptable finished portion of the work.

The term "reasonably close conformity" is also intended to provide the RPR with the authority, after consultation with the Sponsor, to use sound engineering judgment in their determinations to accept work that is not in strict conformity, but will provide a finished product equal to or better than that required by the requirements of the contract, plans and specifications.

The RPR will not be responsible for the Contractor's means, methods, techniques, sequences, or procedures of construction or the safety precautions incident thereto.

50-03 COORDINATION OF CONTRACT, PLANS, AND SPECIFICATIONS. The contract, plans, specifications, and all referenced standards cited are essential parts of the contract requirements. If electronic files are provided and used on the project and there is a conflict between the electronic files and hard copy plans, the hard copy plans shall govern. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy, calculated dimensions will govern over scaled dimensions; contract technical specifications shall govern over contract

general provisions, plans, cited standards for materials or testing, and cited advisory circulars (ACs); contract general provisions shall govern over plans, cited standards for materials or testing, and cited ACs; plans shall govern over cited standards for materials or testing and cited ACs. If any paragraphs contained in the Special Provisions conflict with General Provisions or Technical Specifications, the Special Provisions shall govern.

From time to time, discrepancies within cited testing standards occur due to the timing of the change, edits, and/or replacement of the standards. If the Contractor discovers any apparent discrepancy within standard test methods, the Contractor shall immediately ask the RPR for an interpretation and decision, and such decision shall be final.

The Contractor shall not take advantage of any apparent error or omission on the plans or specifications. In the event the Contractor discovers any apparent error or discrepancy, Contractor shall immediately notify the Owner or the designated representative in writing requesting their written interpretation and decision.

50-04 LIST OF SPECIAL PROVISIONS.

Special Provisions are listed in General Provision Sections 130 and greater, and furthermore in the Technical Specifications as "SP-" specifications, as provided and applicable.

50-05 COOPERATION OF CONTRACTOR. The Contractor shall be supplied with ***one*** hard copies or an electronic PDF of the plans and specifications. The Contractor shall have available on the construction site at all times one hardcopy each of the plans and specifications. Additional hard copies of plans and specifications may be obtained by the Contractor for the cost of reproduction.

The Contractor shall give constant attention to the work to facilitate the progress thereof, and shall cooperate with the RPR and their inspectors and with other Contractors in every way possible. The Contractor shall have a competent superintendent on the work at all times who is fully authorized as their agent on the work. The superintendent shall be capable of reading and thoroughly understanding the plans and specifications and shall receive and fulfill instructions from the RPR or their authorized representative.

50-06 COOPERATION BETWEEN CONTRACTORS. The Owner reserves the right to contract for and perform other or additional work on or near the work covered by this contract.

When separate contracts are let within the limits of any one project, each Contractor shall conduct the work not to interfere with or hinder the progress of completion of the work being performed by other Contractors. Contractors working on the same project shall cooperate with each other as directed.

Each Contractor involved shall assume all liability, financial or otherwise, in connection with their own contract and shall protect and hold harmless the Owner from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced because of the presence and operations of other Contractors working within the limits of the same project.

The Contractor shall arrange their work and shall place and dispose of the materials being used to not interfere with the operations of the other Contractors within the limits of the same project.

The Contractor shall join their work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others.

50-07 CONSTRUCTION LAYOUT AND STAKES. The Engineer/RPR shall establish necessary horizontal and vertical control. The establishment of Survey Control and/or reestablishment of survey control shall be by a State Licensed Land Surveyor. Contractor is responsible for preserving integrity of horizontal and vertical controls established by Engineer/RPR. In case of negligence on the part of the Contractor or their employees, resulting in the destruction of any horizontal and vertical control, the resulting costs will be deducted as a liquidated damage against the Contractor.

Prior to the start of construction, the Contractor will check all control points for horizontal and vertical accuracy and certify in writing to the RPR that the Contractor concurs with survey control established for the project. All lines, grades and measurements from control points necessary for the proper execution and control of the work on this project will be provided to the RPR. The Contractor is responsible to establish all layout required for the construction of the project.

Copies of survey notes will be provided to the RPR for each area of construction and for each placement of material as specified to allow the RPR to make periodic checks for conformance with plan grades, alignments and grade tolerances required by the applicable material specifications. Surveys will be provided to the RPR prior to commencing work items that cover or disturb the survey staking. Survey(s) and notes shall be provided in the following format(s): **ASCII text or csv format compatible with AutoCAD Civil 3D Version 2026 or earlier.**

Laser, GPS, String line, or other automatic control shall be checked with temporary control as necessary. In the case of error, on the part of the Contractor, their surveyor, employees or subcontractors, resulting in established grades, alignment or grade tolerances that do not concur with those specified or shown on the plans, the Contractor is solely responsible for correction, removal, replacement and all associated costs at no additional cost to the Owner.

No direct payment will be made, unless otherwise specified in contract documents, for this labor, materials, or other expenses. The cost shall be included in the price of the bid for the various items of the Contract.

50-08 AUTHORITY AND DUTIES OF QUALITY ASSURANCE (QA) INSPECTORS. QA inspectors shall be authorized to inspect all work done and all material furnished. Such QA inspection may extend to all or any part of the work and to the preparation, fabrication, or manufacture of the materials to be used. QA inspectors are not authorized to revoke, alter, or waive any provision of the contract. QA inspectors are not authorized to issue instructions contrary to the plans and specifications or to act as foreman for the Contractor.

QA Inspectors are authorized to notify the Contractor or their representatives of any failure of the work or materials to conform to the requirements of the contract, plans, or specifications and to reject such nonconforming materials in question until such issues can be referred to the RPR for a decision.

50-09 INSPECTION OF THE WORK. All materials and each part or detail of the work shall be subject to inspection. The RPR shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

If the RPR requests it, the Contractor, at any time before acceptance of the work, shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the specifications. Should the work thus exposed or examined prove acceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be paid for as extra work; but should the work so exposed or examined prove unacceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be at the Contractor's expense.

Provide advance written notice to the RPR of work the Contractor plans to perform each week and each day. Any work done or materials used without written notice and allowing opportunity for inspection by the RPR may be ordered removed and replaced at the Contractor's expense.

Should the contract work include relocation, adjustment, or any other modification to existing facilities, not the property of the (contract) Owner, authorized representatives of the Owners of such facilities shall have the right to inspect such work. Such inspection shall in no sense make any facility owner a party to the contract, and shall in no way interfere with the rights of the parties to this contract.

50-10 REMOVAL OF UNACCEPTABLE AND UNAUTHORIZED WORK. All work that does not conform to the requirements of the contract, plans, and specifications will be considered unacceptable, unless otherwise determined acceptable by the RPR as provided in paragraph 50-02, *Conformity with Plans and Specifications*.

Unacceptable work, whether the result of poor workmanship, use of defective materials, damage through carelessness, or any other cause found to exist prior to the final acceptance of the work, shall be removed immediately and replaced in an acceptable manner in accordance with the provisions of Section 70, paragraph 70-14, *Contractor's Responsibility for Work*.

No removal work made under provision of this paragraph shall be done without lines and grades having been established by the RPR. Work done contrary to the instructions of the RPR, work done beyond the lines shown on the plans or as established by the RPR, except as herein specified, or any extra work done without authority, will be considered as unauthorized and will not be paid for under the provisions of the contract. Work so done may be ordered removed or replaced at the Contractor's expense.

Upon failure on the part of the Contractor to comply with any order of the RPR made under the provisions of this subsection, the RPR will have authority to cause unacceptable work to be remedied or removed and replaced; and unauthorized work to be removed and recover the resulting costs as a liquidated damage against the Contractor.

50-11 LOAD RESTRICTIONS. The Contractor shall comply with all legal load restrictions in the hauling of materials on public roads beyond the limits of the work. A special permit will not relieve the Contractor of liability for damage that may result from the moving of material or equipment.

The operation of equipment of such weight or so loaded as to cause damage to structures or to any other type of construction will not be permitted. Hauling of materials over the base course or surface course under construction shall be limited as directed. No loads will be permitted on a concrete pavement, base, or structure before the expiration of the curing period. The Contractor, at their own expense, shall be responsible for the repair to equal or better than preconstruction conditions of any damage caused by the Contractor's equipment and personnel.

50-12 MAINTENANCE DURING CONSTRUCTION. The Contractor shall maintain the work during construction and until the work is accepted. Maintenance shall constitute continuous and effective work prosecuted day by day, with adequate equipment and forces so that the work is maintained in satisfactory condition at all times.

In the case of a contract for the placing of a course upon a course or subgrade previously constructed, the Contractor shall maintain the previous course or subgrade during all construction operations.

All costs of maintenance work during construction and before the project is accepted shall be included in the unit prices bid on the various contract items, and the Contractor will not be paid an additional amount for such work.

50-13 FAILURE TO MAINTAIN THE WORK. Should the Contractor at any time fail to maintain the work as provided in paragraph 50-12, *Maintenance during Construction*, the RPR shall immediately notify the Contractor of such noncompliance. Such notification shall specify a reasonable time within which the Contractor shall be required to remedy such unsatisfactory maintenance condition. The time specified will give due consideration to the exigency that exists.

Should the Contractor fail to respond to the RPR's notification, the Owner may suspend any work necessary for the Owner to correct such unsatisfactory maintenance condition, depending on the exigency that exists. Any maintenance cost incurred by the Owner, shall be recovered as a liquidated damage against the Contractor.

50-14 PARTIAL ACCEPTANCE. If at any time during the execution of the project the Contractor substantially completes a usable unit or portion of the work, the occupancy of which will benefit the Owner, the Contractor may request the RPR to make final inspection of that unit. If the RPR finds upon inspection that the unit has been satisfactorily completed in compliance with the contract, the RPR may accept it as being complete, and the Contractor may be relieved of further responsibility for that unit. Such partial acceptance and beneficial occupancy by the Owner shall not void or alter any provision of the contract.

50-15 FINAL ACCEPTANCE. Upon due notice from the Contractor of presumptive completion of the entire project, the RPR and Owner will make an inspection. If all construction provided for and contemplated by the contract is found to be complete in accordance with the contract, plans, and specifications, such inspection shall constitute the final inspection. The RPR shall notify the Contractor in writing of final acceptance as of the date of the final inspection.

If, however, the inspection discloses any work, in whole or in part, as being unsatisfactory, the RPR will notify the Contractor and the Contractor shall correct the unsatisfactory work. Upon correction of the work, another inspection will be made which shall constitute the final inspection, provided the work has been satisfactorily completed. In such event, the RPR will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of final inspection.

50-16 CLAIMS FOR ADJUSTMENT AND DISPUTES. If for any reason the Contractor deems that additional compensation is due for work or materials not clearly provided for in the contract, plans, or specifications or previously authorized as extra work, the Contractor shall notify the RPR in writing of their intention to claim such additional compensation before the Contractor begins the work on which the Contractor bases the claim. If such notification is not given or the RPR is not afforded proper opportunity by the Contractor for keeping strict account of actual cost as required, then the Contractor hereby agrees to waive any claim for such additional compensation.

Such notice by the Contractor and the fact that the RPR has kept account of the cost of the work shall not in any way be construed as proving or substantiating the validity of the claim. When the work on which the claim for additional compensation is based has been completed, the Contractor shall, within 10 calendar days, submit a written claim to the RPR who will present it to the Owner for consideration in accordance with local laws or ordinances.

Nothing in this subsection shall be construed as a waiver of the Contractor's right to dispute final payment based on differences in measurements or computations.

The provisions of this paragraph will apply only to contracts awarded to the lowest bidder pursuant to competitive bidding.

On projects with original contract amounts in excess of $100,000, the Contractor may submit to the RPR, in writing, proposals for modifying the plans, specifications or other requirements of the contract for the sole purpose of reducing the cost of construction. The value engineering cost proposal shall not impair, in any manner, the essential functions or characteristics of the project, including but not limited to service life, economy of operation, ease of maintenance, desired appearance, design and safety standards. This provision shall not apply unless the proposal submitted is specifically identified by the Contractor as being presented for consideration as a value engineering proposal.

Not eligible for value engineering cost proposals are changes in the basic design of a pavement type, runway and taxiway lighting, visual aids, hydraulic capacity of drainage facilities, or changes in grade or alignment that reduce the geometric standards of the project.

As a minimum, the following information shall be submitted by the Contractor with each proposal:

a. A description of both existing contract requirements for performing the work and the proposed changes, with a discussion of the comparative advantages and disadvantages of each.

b. An itemization of the contract requirements that must be changed if the proposal is adopted.

c. A detailed estimate of the cost of performing the work under the existing contract and under the proposed changes.

d. A statement of the time by which a change order adopting the proposal must be issued.

e. A statement of the effect adoption of the proposal will have on the time for completion of the contract.

f. The contract items of work affected by the proposed changes, including any quantity variation attributable to them.

The Contractor may withdraw, in whole or in part, any value engineering cost proposal not accepted by the RPR, within the period specified in the proposal. The provisions of this subsection shall not be construed to require the RPR to consider any value engineering cost proposal that may be submitted.

The Contractor shall continue to perform the work in accordance with the requirements of the contract until a change order incorporating the value engineering cost proposal has been issued. If a change order has not been issued by the date upon which the Contractor's value engineering cost proposal specifies that a decision should be made, or such other date as the Contractor may subsequently have requested in writing, such value engineering cost proposal shall be deemed rejected.

The RPR shall be the sole judge of the acceptability of a value engineering cost proposal and of the estimated net savings from the adoption of all or any part of such proposal. In determining the estimated net savings, the RPR may disregard the contract bid prices if, in the RPR's judgment such prices do not represent a fair measure of the value of the work to be performed or deleted.

The Owner may require the Contractor to share in the Owner's costs of investigating a value engineering cost proposal submitted by the Contractor as a condition of considering such proposal. Where such a condition is imposed, the Contractor shall acknowledge acceptance of it in writing. Such acceptance shall constitute full authority for the Owner to deduct the cost of investigating a value engineering cost proposal from amounts payable to the Contractor under the contract.

If the Contractor's value engineering cost proposal is accepted in whole or in part, such acceptance will be by a contract change order that shall specifically state that it is executed pursuant to this paragraph. Such change order shall incorporate the changes in the plans and specifications which are necessary to permit the value engineering cost proposal or such part of it as has been accepted and shall include any conditions upon which the RPR's approval is based. The change order shall also set forth the estimated net savings attributable to the value engineering cost proposal. The net savings shall be determined as the difference in costs between the original contract costs for the involved work items and the costs occurring as a result of the proposed change. The change order shall also establish the net savings agreed upon and shall provide for adjustment in the contract price that will divide the net savings equally between the Contractor and the Owner.

The Contractor's 50% share of the net savings shall constitute full compensation to the Contractor for the value engineering cost proposal and the performance of the work.

Acceptance of the value engineering cost proposal and performance of the work shall not extend the time of completion of the contract unless specifically provided for in the contract change order.

END OF SECTION 50

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SECTION 60 CONTROL OF MATERIALS

60-01 SOURCE OF SUPPLY AND QUALITY REQUIREMENTS. The materials used in the work shall conform to the requirements of the contract, plans, and specifications. Unless otherwise specified, such materials that are manufactured or processed shall be new (as compared to used or reprocessed).

In order to expedite the inspection and testing of materials, the Contractor shall furnish documentation to the RPR as to the origin, composition, and manufacture of all materials to be used in the work. Documentation shall be furnished promptly after execution of the contract but, in all cases, prior to delivery of such materials.

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

The Contractor shall furnish airport lighting equipment that meets the requirements of the specifications; and is listed in AC 150/5345-53, *Airport Lighting Equipment Certification Program* and *Addendum*, that is in effect on the date of advertisement.

60-02 SAMPLES, TESTS, AND CITED SPECIFICATIONS. All materials used in the work shall be inspected, tested, and approved by the RPR before incorporation in the work unless otherwise designated. Any work in which untested materials are used without approval or written permission of the RPR shall be performed at the Contractor's risk. Materials found to be unacceptable and unauthorized will not be paid for and, if directed by the RPR, shall be removed at the Contractor's expense.

Unless otherwise designated, quality assurance tests will be made by and at the expense of the Owner in accordance with the cited standard methods of ASTM, American Association of State Highway and Transportation Officials (AASHTO), federal specifications, Commercial Item Descriptions, and all other cited methods, which are current on the date of advertisement for bids.

The testing organizations performing on-site quality assurance field tests shall have copies of all referenced standards on the construction site for use by all technicians and other personnel. Unless otherwise designated, samples for quality assurance will be taken by a qualified representative of the RPR. All materials being used are subject to inspection, test, or rejection at any time prior to or during incorporation into the work. Copies of all tests will be furnished to the Contractor's representative at their request after review and approval of the RPR.

A copy of all Contractor QC test data shall be provided to the RPR daily, along with printed reports, in an approved format, on a weekly basis. After completion of the project, and prior to final payment, the Contractor shall submit a final report to the RPR showing all test data reports, plus an analysis of all results showing ranges, averages, and corrective action taken on all failing tests.

The Contractor shall employ a Quality Control (QC) testing organization to perform all Contractor required QC tests in accordance with Item C-100 Contractor Quality Control Program (CQCP).

60-03 CERTIFICATION OF COMPLIANCE/ANALYSIS (COC/COA). The RPR may permit the use, prior to sampling and testing, of certain materials or assemblies when accompanied by manufacturer's COC stating that such materials or assemblies fully comply with the requirements

of the contract. The certificate shall be signed by the manufacturer. Each lot of such materials or assemblies delivered to the work must be accompanied by a certificate of compliance in which the lot is clearly identified. The COA is the manufacturer's COC and includes all applicable test results.

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

The form and distribution of certificates of compliance shall be as approved by the RPR.

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

a. Conformance to the specified performance, testing, quality or dimensional requirements; and,

b. Suitability of the material or assembly for the use intended in the contract work.

The RPR shall be the sole judge as to whether the proposed "or equal" is suitable for use in the work.

The RPR reserves the right to refuse permission for use of materials or assemblies on the basis of certificates of compliance.

60-04 PLANT INSPECTION. The RPR or their authorized representative may inspect, at its source, any specified material or assembly to be used in the work. Manufacturing plants may be inspected from time to time for the purpose of determining compliance with specified manufacturing methods or materials to be used in the work and to obtain samples required for acceptance of the material or assembly.

Should the RPR conduct plant inspections, the following conditions shall exist:

a. The RPR shall have the cooperation and assistance of the Contractor and the producer with whom the Contractor has contracted for materials.

b. The RPR shall have full entry at all reasonable times to such parts of the plant that concern the manufacture or production of the materials being furnished.

c. If required by the RPR, the Contractor shall arrange for adequate office or working space that may be reasonably needed for conducting plant inspections. Place office or working space in a convenient location with respect to the plant.

It is understood and agreed that the Owner shall have the right to retest any material that has been tested and approved at the source of supply after it has been delivered to the site. The RPR shall have the right to reject only material which, when retested, does not meet the requirements of the contract, plans, or specifications.

60-05 ENGINEER/ RESIDENT PROJECT REPRESENTATIVE (RPR) FIELD OFFICE. **Engineer's field office is not required for this project.**

60-06 STORAGE OF MATERIALS. Materials shall be stored to assure the preservation of their quality and fitness for the work. Stored materials, even though approved before storage, may again be inspected prior to their use in the work. Stored materials shall be located to facilitate their prompt inspection. The Contractor shall coordinate the storage of all materials with the RPR. Materials to be stored on airport property shall not create an obstruction to air navigation nor shall they interfere with the free and unobstructed movement of aircraft. Unless otherwise shown on the plans and/or CSPP, the storage of materials and the location of the Contractor's plant and parked equipment or vehicles shall be as directed by the RPR. Private property shall not be used for storage purposes without written permission of the Owner or lessee of such property. The Contractor shall make all arrangements and bear all expenses for the storage of materials on private property. Upon request, the Contractor shall furnish the RPR a copy of the property Owner's permission.

All storage sites on private or airport property shall be restored to their original condition by the Contractor at their expense, except as otherwise agreed to (in writing) by the Owner or lessee of the property.

60-07 UNACCEPTABLE MATERIALS. Any material or assembly that does not conform to the requirements of the contract, plans, or specifications shall be considered unacceptable and shall be rejected. The Contractor shall remove any rejected material or assembly from the site of the work, unless otherwise instructed by the RPR.

Rejected material or assembly, the defects of which have been corrected by the Contractor, shall not be returned to the site of the work until such time as the RPR has approved its use in the work.

60-08 OWNER FURNISHED MATERIALS. The Contractor shall furnish all materials required to complete the work, except those specified, if any, to be furnished by the Owner. Owner-furnished materials shall be made available to the Contractor at the location specified.

All costs of handling, transportation from the specified location to the site of work, storage, and installing Owner-furnished materials shall be included in the unit price bid for the contract item in which such Owner-furnished material is used.

After any Owner-furnished material has been delivered to the location specified, the Contractor shall be responsible for any demurrage, damage, loss, or other deficiencies that may occur during the Contractor's handling, storage, or use of such Owner-furnished material. The Owner will deduct from any monies due or to become due the Contractor any cost incurred by the Owner in making good such loss due to the Contractor's handling, storage, or use of Owner-furnished materials.

END OF SECTION 60

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SECTION 70 LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC

70-01 LAWS TO BE OBSERVED. The Contractor shall keep fully informed of all federal and state laws, all local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work. The Contractor shall at all times observe and comply with all such laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the Owner and all their officers, agents, or servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by the Contractor or the Contractor's employees.

70-02 PERMITS, LICENSES, AND TAXES. The Contractor shall procure all permits and licenses, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful execution of the work.

70-03 PATENTED DEVICES, MATERIALS, AND PROCESSES. If the Contractor is required or desires to use any design, device, material, or process covered by letters of patent or copyright, the Contractor shall provide for such use by suitable legal agreement with the Patentee or Owner. The Contractor and the surety shall indemnify and hold harmless the Owner, any third party, or political subdivision from any and all claims for infringement by reason of the use of any such patented design, device, material or process, or any trademark or copyright, and shall indemnify the Owner for any costs, expenses, and damages which it may be obliged to pay by reason of an infringement, at any time during the execution or after the completion of the work.

70-04 RESTORATION OF SURFACES DISTURBED BY OTHERS. The Owner reserves the right to authorize the construction, reconstruction, or maintenance of any public or private utility service, FAA or National Oceanic and Atmospheric Administration (NOAA) facility, or a utility service of another government agency at any time during the progress of the work. To the extent that such construction, reconstruction, or maintenance has been coordinated with the Owner, such authorized work (by others) must be shown on the plans and is indicated as follows:

City of Wauchula Power service connection and coordination.

Except as listed above, the Contractor shall not permit any individual, firm, or corporation to excavate or otherwise disturb such utility services or facilities located within the limits of the work without the written permission of the RPR.

Should the Owner of public or private utility service, FAA, or NOAA facility, or a utility service of another government agency be authorized to construct, reconstruct, or maintain such utility service or facility during the progress of the work, the Contractor shall cooperate with such Owners by arranging and performing the work in this contract to facilitate such construction, reconstruction or maintenance by others whether or not such work by others is listed above. When ordered as extra work by the RPR, the Contractor shall make all necessary repairs to the work which are due to such authorized work by others, unless otherwise provided for in the contract, plans, or specifications. It is understood and agreed that the Contractor shall not be entitled to make any claim for damages due to such authorized work by others or for any delay to the work resulting from such authorized work.

70-05 FEDERAL PARTICIPATION. The United States Government may agree/may have agreed to reimburse the Owner for some portion of the contract costs. The contract work is subject to the inspection and approval of duly authorized representatives of the FAA Administrator. No requirement of this contract shall be construed as making the United States a party to the contract nor will any such requirement interfere, in any way, with the rights of either party to the contract.

70-06 SANITARY, HEALTH, AND SAFETY PROVISIONS. The Contractor's worksite and facilities shall comply with applicable federal, state, and local requirements for health, safety and sanitary provisions.

70-07 PUBLIC CONVENIENCE AND SAFETY. The Contractor shall control their operations and those of their subcontractors and all suppliers, to assure the least inconvenience to the traveling public. Under all circumstances, safety shall be the most important consideration.

The Contractor shall maintain the free and unobstructed movement of aircraft and vehicular traffic with respect to their own operations and those of their own subcontractors and all suppliers in accordance with Section 40, paragraph 40-05, *Maintenance of Traffic,* and shall limit such operations for the convenience and safety of the traveling public as specified in Section 80, paragraph 80-04, *Limitation of Operations*.

The Contractor shall remove or control debris and rubbish resulting from its work operations at frequent intervals, and upon the order of the RPR. If the RPR determines the existence of Contractor debris in the work site represents a hazard to airport operations and the Contractor is unable to respond in a prompt and reasonable manner, the RPR reserves the right to assign the task of debris removal to a third party and recover the resulting costs as a liquidated damage against the Contractor.

70-08 CONSTRUCTION SAFETY AND PHASING PLAN (CSPP). The Contractor shall complete the work in accordance with the approved Construction Safety and Phasing Plan (CSPP) developed in accordance with AC 150/5370-2, Operational Safety on Airports During Construction. The CSPP is located in the **general drawings (GXXX)** of the project plans.

70-09 USE OF EXPLOSIVES. The use of explosives is not permitted on this project.

70-10 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE. The Contractor shall be responsible for the preservation of all public and private property and shall protect carefully from disturbance or damage all land monuments and property markers until the Engineer/RPR has witnessed or otherwise referenced their location and shall not move them until directed.

The Contractor shall be responsible for all damage or injury to property of any character, during the execution of the work, resulting from any act, omission, neglect, or misconduct in manner or method of executing the work, or at any time due to defective work or materials, and said responsibility shall not be released until the project has been completed and accepted.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non-execution thereof by the Contractor, the Contractor shall restore, at their expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, or otherwise restoring as may be directed, or the Contractor shall make good such damage or injury in an acceptable manner.

70-11 RESPONSIBILITY FOR DAMAGE CLAIMS. The Contractor shall indemnify and hold harmless the Engineer/RPR and the Owner and their officers, agents, and employees from all suits, actions, or claims, of any character, brought because of any injuries or damage received or sustained by any person, persons, or property on account of the operations of the Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of said Contractor; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the “Workmen’s Compensation Act,” or any other law, ordinance, order, or decree. Money due the Contractor under and by virtue of their own contract considered necessary by the Owner for such purpose may be retained for the use of the Owner or, in case no money is due, their own surety may be held until such suits, actions, or claims for injuries or damages shall have been settled and suitable evidence to that effect furnished to the Owner, except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that he or she is adequately protected by public liability and property damage insurance.

70-12 THIRD PARTY BENEFICIARY CLAUSE. It is specifically agreed between the parties executing the contract that it is not intended by any of the provisions of any part of the contract to create for the public or any member thereof, a third-party beneficiary or to authorize anyone not a party to the contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the contract.

70-13 OPENING SECTIONS OF THE WORK TO TRAFFIC. If it is necessary for the Contractor to complete portions of the contract work for the beneficial occupancy of the Owner prior to completion of the entire contract, such “phasing” of the work must be specified below and indicated on the approved Construction Safety and Phasing Plan (CSPP) and the project plans. When so specified, the Contractor shall complete such portions of the work on or before the date specified or as otherwise specified.

Refer to the Construction Safety and Phasing Plans and Documentation (CSPP)

Upon completion of any portion of work listed above, such portion shall be accepted by the Owner in accordance with Section 50, paragraph 50-14, *Partial Acceptance*.

No portion of the work may be opened by the Contractor until directed by the Owner in writing. Should it become necessary to open a portion of the work to traffic on a temporary or intermittent basis, such openings shall be made when, in the opinion of the RPR, such portion of the work is in an acceptable condition to support the intended traffic. Temporary or intermittent openings are considered to be inherent in the work and shall not constitute either acceptance of the portion of the work so opened or a waiver of any provision of the contract. Any damage to the portion of the work so opened that is not attributable to traffic which is permitted by the Owner shall be repaired by the Contractor at their expense.

The Contractor shall make their own estimate of the inherent difficulties involved in completing the work under the conditions herein described and shall not claim any added compensation by reason of delay or increased cost due to opening a portion of the contract work.

The Contractor must conform to safety standards contained AC 150/5370-2 and the approved CSPP.

Contractor shall refer to the plans, specifications, and the approved CSPP to identify barricade requirements, temporary and/or permanent markings, airfield lighting, guidance signs and other safety requirements prior to opening up sections of work to traffic.

70-14 CONTRACTOR'S RESPONSIBILITY FOR WORK. Until the RPR's final written acceptance of the entire completed work, excepting only those portions of the work accepted in accordance with Section 50, paragraph 50-14, *Partial Acceptance*, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part due to the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof except damage to the work due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to acts of God such as earthquake, tidal wave, tornado, hurricane or other cataclysmic phenomenon of nature, or acts of the public enemy or of government authorities.

If the work is suspended for any cause whatever, the Contractor shall be responsible for the work and shall take such precautions necessary to prevent damage to the work. The Contractor shall provide for normal drainage and shall erect necessary temporary structures, signs, or other facilities at their own expense. During such period of suspension of work, the Contractor shall properly and continuously maintain in an acceptable growing condition all living material in newly established planting, seeding, and sodding furnished under the contract, and shall take adequate precautions to protect new tree growth and other important vegetative growth against injury.

70-15 CONTRACTOR'S RESPONSIBILITY FOR UTILITY SERVICE AND FACILITIES OF OTHERS. As provided in paragraph 70-04, *Restoration of Surfaces Disturbed by Others*, the Contractor shall cooperate with the owner of any public or private utility service, FAA or NOAA, or a utility service of another government agency that may be authorized by the Owner to construct, reconstruct or maintain such utility services or facilities during the progress of the work. In addition, the Contractor shall control their operations to prevent the unscheduled interruption of such utility services and facilities.

To the extent that such public or private utility services, FAA, or NOAA facilities, or utility services of another governmental agency are known to exist within the limits of the contract work, the approximate locations have been indicated on the plans and/or in the contract documents.

Facilities on the Airport but not necessarily in the project area:
TECO Natural Gas Main – along Vandolah Road
Fiber Optic Cables – along Vandolah Road and possibly into the Airport

Facilities known to be in the project area:
Runway and taxiway lighting cables, including Primary Wind Cone

Automatic Security Gate Controllers, and Overhead Light Poles
Underground single and 3-phase Power lines and service
Overhead Apron lighting / poles
Underground and overhead telephone and cable television lines – Owners Unknown
Lift Station, Septic tanks and lines, sanitary gravity lines
Storm Drainage culverts and structures
Potable water services, hose bibbs, standpipes, and stub-ups and sanitary mains (as applicable) – City of Wauchula Department of Public Works and Engineering
Telephone lines and service
High voltage 3-phase power underground lines east of the project along fence line
Runway and Taxiway Lighting and Navigational Aids – City of Wauchula Municipal Airport
Power Lines Duke Energy

See also the Design Survey and the Construction Plans for known utilities. It is the Contractor's responsibility to coordinate utilities, and call for locates prior to construction. By State of Florida Law, the Contractor is required to contact SUNSHINE STATE ONE CALL 811 prior to any construction activity.

It is understood and agreed that the Owner does not guarantee the accuracy or the completeness of the location information relating to existing utility services, facilities, or structures that may be shown on the plans or encountered in the work. Any inaccuracy or omission in such information shall not relieve the Contractor of the responsibility to protect such existing features from damage or unscheduled interruption of service.

It is further understood and agreed that the Contractor shall, upon execution of the contract, notify the Owners of all utility services or other facilities of their plan of operations. Such notification shall be in writing addressed to "The Person to Contact" as provided in this paragraph and paragraph 70-04, *Restoration of Surfaces Disturbed By Others*. A copy of each notification shall be given to the RPR.

In addition to the general written notification provided, it shall be the responsibility of the Contractor to keep such individual Owners advised of changes in their plan of operations that would affect such Owners.

Prior to beginning the work in the general vicinity of an existing utility service or facility, the Contractor shall again notify each such Owner of their plan of operation. If, in the Contractor's opinion, the Owner's assistance is needed to locate the utility service or facility or the presence of a representative of the Owner is desirable to observe the work, such advice should be included in the notification. Such notification shall be given by the most expeditious means to reach the utility owner's "Person to Contact" no later than two normal business days prior to the Contractor's commencement of operations in such general vicinity. The Contractor shall furnish a written summary of the notification to the RPR.

The Contractor's failure to give the two days' notice shall be cause for the Owner to suspend the Contractor's operations in the general vicinity of a utility service or facility.

Where the outside limits of an underground utility service have been located and staked on the ground, the Contractor shall be required to use hand excavation methods within 3 feet (1 m) of such outside limits at such points as may be required to ensure protection from damage due to the Contractor's operations.

Should the Contractor damage or interrupt the operation of a utility service or facility by accident or otherwise, the Contractor shall immediately notify the proper authority and the RPR and shall take all reasonable measures to prevent further damage or interruption of service. The Contractor, in such events, shall cooperate with the utility service or facility owner and the RPR continuously until such damage has been repaired and service restored to the satisfaction of the utility or facility owner.

The Contractor shall bear all costs of damage and restoration of service to any utility service or facility due to their operations whether due to negligence or accident. The Owner reserves the right to deduct such costs from any monies due or which may become due the Contractor, or their own surety.

70-15.1 FAA FACILITIES AND CABLE RUNS. The Contractor is hereby advised that the construction limits of the project ***may*** include existing facilities and buried cable runs that are owned, operated and maintained by the FAA. The Contractor, during the execution of the project work, shall comply with the following:

a. The Contractor shall permit FAA maintenance personnel the right of access to the project work site for purposes of inspecting and maintaining all existing FAA owned facilities.

b. The Contractor shall provide notice to the FAA Air Traffic Organization (ATO)/Technical Operations/System Support Center (SSC) Point-of-Contact through the airport *manager* a minimum of seven (7) calendar days prior to commencement of construction activities in order to permit sufficient time to locate and mark existing buried cables and to schedule any required facility outages.

c. If execution of the project work requires a facility outage, the Contractor shall contact the FAA Point-of-Contact a minimum of 72 hours prior to the time of the required outage.

d. Any damage to FAA cables, access roads, or FAA facilities during construction caused by the Contractor’s equipment or personnel whether by negligence or accident will require the Contractor to repair or replace the damaged cables, access road, or FAA facilities to FAA requirements. The Contractor shall not bear the cost to repair damage to underground facilities or utilities improperly located by the FAA.

e. If the project work requires the cutting or splicing of FAA owned cables, the FAA Point-of-Contact shall be contacted a minimum of 72 hours prior to the time the cable work commences. The FAA reserves the right to have a FAA representative on site to observe the splicing of the cables as a condition of acceptance. All cable splices are to be accomplished in accordance with FAA specifications and require approval by the FAA Point-of-Contact as a condition of acceptance by the Owner. The Contractor is hereby advised that FAA restricts the location of where splices may be installed. If a cable splice is required in a location that is not permitted by FAA, the Contractor shall furnish and install a sufficient length of new cable that eliminates the need for any splice.

70-16 FURNISHING RIGHTS-OF-WAY. The Owner will be responsible for furnishing all rights-of-way upon which the work is to be constructed in advance of the Contractor’s operations.

70-17 PERSONAL LIABILITY OF PUBLIC OFFICIALS. In carrying out any of the contract provisions or in exercising any power or authority granted by this contract, there shall be no liability upon the Engineer, RPR, their authorized representatives, or any officials of the Owner either personally or as an official of the Owner. It is understood that in such matters they act solely as agents and representatives of the Owner.

70-18 NO WAIVER OF LEGAL RIGHTS. Upon completion of the work, the Owner will expeditiously make final inspection and notify the Contractor of final acceptance. Such final acceptance, however, shall not preclude or stop the Owner from correcting any measurement, estimate, or certificate made before or after completion of the work, nor shall the Owner be precluded or stopped from recovering from the Contractor or their surety, or both, such overpayment as may be sustained, or by failure on the part of the Contractor to fulfill their obligations under the contract. A waiver on the part of the Owner of any breach of any part of the contract shall not be held to be a waiver of any other or subsequent breach.

The Contractor, without prejudice to the terms of the contract, shall be liable to the Owner for latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the Owner's rights under any warranty or guaranty.

70-19 ENVIRONMENTAL PROTECTION. The Contractor shall comply with all federal, state, and local laws and regulations controlling pollution of the environment. The Contractor shall take necessary precautions to prevent pollution of streams, lakes, ponds, and reservoirs with fuels, oils, asphalts, chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter.

70-20 ARCHAEOLOGICAL AND HISTORICAL FINDINGS. Unless otherwise specified in this subsection, the Contractor is advised that the site of the work is not within any property, district, or site, and does not contain any building, structure, or object listed in the current National Register of Historic Places published by the United States Department of Interior.

Should the Contractor encounter, during their operations, any building, part of a building, structure, or object that is incongruous with its surroundings, the Contractor shall immediately cease operations in that location and notify the RPR. The RPR will immediately investigate the Contractor's finding and the Owner will direct the Contractor to either resume operations or to suspend operations as directed.

Should the Owner order suspension of the Contractor's operations in order to protect an archaeological or historical finding, or order the Contractor to perform extra work, such shall be covered by an appropriate contract change order or supplemental agreement as provided in Section 40, paragraph 40-04, *Extra Work,* and Section 90, paragraph 90-05, *Payment for Extra Work*. If appropriate, the contract change order or supplemental agreement shall include an extension of contract time in accordance with Section 80, paragraph 80-07, *Determination and Extension of Contract Time*.

70-21 INSURANCE REQUIREMENTS.

a. Before any work commences, Contractor shall, without in any way altering their liability, obtain, pay for, and maintain insurance for the coverages and amounts of coverage not less than those set forth in the subsections below, and shall provide the CITY with a Certificate of Insurance and an opportunity to inspect a certified copy of each policy applicable to this Agreement. The

Certificate of Insurance must name as an additional insured the City of Wauchula and all of its Officers, Agents, Employees, and City Commissioners, excluding worker's compensation and professional liability; must provide that such insurance is primary to any other insurance available to the additional insureds with respect to claims covered under the policy; and must provide that such insurance coverage applies separately to each insured against whom claims are made or suit is brought; but the inclusion of more than one insured shall not operate to increase the insurer's limit of liability. Contractor shall thereafter provide the CITY an annual Certificate of Insurance satisfactory to the CITY to evidence such coverage. Such Certificates of Insurance will provide that there shall be no termination, non-renewal, modification or expiration of such coverage without thirty (30) days prior written notice to the CITY. Contractor shall maintain, at all times, the minimum levels of insurance set forth below.

b. The CITY shall be named as an additional insured on all Contractor policies related to the project, excluding professional liability and worker's compensation. All policies required under this section must be an "Occurrence" form. The policies shall contain a waiver of subrogation in favor of the City of Wauchula. All insurance coverage shall be written with an insurer having an A.M. Best Rating of a least the "A" category and size category of VIII.

c. The Contractor's self-insured retention or deductible per line of coverage shall not exceed $25,000.00 without the permission of the CITY.

d. If there is any failure by the Contractor to comply with the provisions of this section, the CITY may, at its option, and on notice to the Contractor, suspend the Contractor's work for cause until there is full compliance.

e. CITY may, at its sole discretion, purchase such insurance at Contractor's expense provided that the CITY shall have no obligation to do so and if the CITY shall do so, it shall not relieve Contractor of its obligation to obtain insurance.

f. The Contractor shall not be relieved of or excused from the obligation to obtain and maintain such insurance amount and coverages.

g. To the extent applicable, Contractor will ensure that all subcontractors comply with the requirements of this Section relating to insurance, and maintain coverage throughout the term of the Service Agreement. All Contractor's sub-contractors shall be required to include CITY and Contractor as additional insured on their General Liability Insurance policies.

h. In the event that subconsultants used by the Contractor do not have insurance, or do not meet the insurance limits, Contractor shall indemnify and hold harmless the CITY for any claim in excess of the subconsultants' insurance coverage.

i. The Contractor shall not commence work under this Agreement until all insurance required as stated herein has been obtained and such insurance has been approved by the CITY.

1. Comprehensive Automobile Liability Insurance. $2,000,000.00 combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired, and non-owned vehicles.

2. Commercial General Liability. $2,000,000.00 combined single limit of liability for bodily injuries, death and property damage, and personal injury resulting from any one occurrence, including the following coverages:

3. Premises and Operations: Broad Form Commercial General Liability Endorsement to include Blanket Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm); Personal Injury (with employment and contractual exclusions deleted); and Broad Form Property Damage coverage.

4. Independent Contractors: Delete Exclusion relative to collapse, explosion and underground; Property Damage Hazards; Cross Liability Endorsement; and Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm)

5. Umbrella (Excess) Liability Insurance. Umbrella Liability with limits of not less than $2,000,000.00, exclusive of defense costs, to be in excess of all other coverages. Such coverage shall be at least as broad as the primary coverages above, with any excess umbrella layers written on a strict following form basis over the primary coverage. All such policies shall be endorsed to provide defense coverage obligations.

6. Professional Liability Insurance. $2,000,000.00 for design errors and omissions, exclusive of defense costs. Contractor shall be required to provide continuing Professional Liability Insurance to cover each project for a period of two (2) years after the project is completed. Insurance requirements may vary depending on projects as determined by the City Manager. The CITY may require the Contractor to provide a higher level of coverage for a specific project and time frame.

7. Performance, Payment and Other Bonds. Contractor shall furnish Performance and Payment Bonds specific to each project if required and agreed to under the Consultant Service Agreement for the project.

8. Worker's Compensation. The Contractor shall provide, pay for, and maintain worker's compensation insurance on all employees, its agents or subcontractors as required by Florida Statutes.

9. Contingent Liability. The above policies for comprehensive liability and property damage insurance must be so written as to include contingent liability and contingent property damage insurance to protect the Contractor against claims arising from the operation of subcontractors.

10. Contractual Liability. To recognize and hold harmless the requirements of this contract.

11. Builder's Risk. The Contractor shall secure and maintain during the term of this contract, builder's risk insurance to include but not limited to fire, lightning, extended coverage, vandalism and malicious mischief, **in the amount of the project value or greater.**

12. ***Refer also to Section 70-11 of the Supplemental General Provisions and other sections of the Contract Documents for additional Insurance Requirements.***

70-22: UNITED STATES IRON AND STEEL PRODUCTS

a. The Contractor acknowledges to and for the benefit of the Owner that it understands that the products to be installed as a part of this contract must be in compliance with 255.0993, Florida Statutes, Public works projects; United States-produced iron and steel products.

1. DEFINITIONS.— As used in this section, the term:

a) “Governmental entity” means the state, or any office, board, bureau, commission, department, branch, division, or institution thereof, or a separate agency or unit of local government created or established by law or ordinance and the officers thereof. The term includes, but is not limited to, a county; a city, a town, or other municipality; or a department, a commission, an authority, a school district, a taxing district, a water management district, a board, a public corporation, an institution of higher education, or other public agency or body thereof authorized to expend public funds for the construction, maintenance, repair, renovation, remodeling, or improvement of public works.

b) Iron or steel product” means any product made primarily of iron or steel, including, but not limited to, lined or unlined pipes and fittings; bars and rods; wire, wire ropes, and link chains; forgings; grating and drainage products; access covers, hatches, manhole covers, and other castings; hydrants; electric transmission and distribution poles; tanks; flanges; pipe clamps and restraints; valves; structural steel and other steel mill products; materials made primarily of iron and steel within precast concrete; and other construction materials made primarily of iron or steel.

c) “Manufacturing process” means the application of a process to alter the form or function of materials or elements of a product in a manner that adds value and transforms the materials or elements into a new finished product functionally different from a finished product produced merely from assembling materials or elements into a product without applying such a process.

d) “Produced in the United States” means that, with respect to iron and steel, all manufacturing processes, from initial melting through application of coatings, occur in the United States, other than metallurgical processes to refine steel additives.

e) “Public works project” means an activity paid for with any state-appropriated funds or state funds administered by a governmental entity which consists of the construction, maintenance, repair, renovation, remodeling, or improvement of a building, road, street, sewer, storm drain, water system, site development, irrigation system, reclamation project, gas or electrical distribution system, gas or electrical substation, or other facility, project, or portion thereof owned in whole or in part by any governmental entity.

2. UNITED STATES-PRODUCED IRON AND STEEL REQUIREMENT.

   a) Notwithstanding any other law, a governmental entity entering into a contract for a public works project or for the purchase of materials for a public works project must include in the contract a requirement that any iron or steel product permanently incorporated in the project be produced in the United States.

   b) Paragraph (a) does not apply if the governmental entity administering the funds for a public works project or the purchase of materials for a public works project solely determines that any of the following applies:

      1) Iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality.

      2) The use of iron or steel products produced in the United States will increase the total cost of the project by more than 20 percent.

      3) Complying with paragraph (a) is inconsistent with the public interest.

   c) When steel and iron materials are used in a public works project, paragraph (a) does not prevent a minimal use of foreign steel and iron materials if:

      1) Such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and

      2) The cost of such materials does not exceed one-tenth of 1 percent of the total contract cost or $2,500, whichever is greater. For purposes of this subparagraph, the cost of such materials is that shown to be the value of the iron or steel products as they are delivered to the project.

   d) Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system, necessary for operation or concealment, except transmission and distribution poles, are not considered iron or steel products and are exempt from the requirements of paragraph (a).

3. INTERNATIONAL AGREEMENTS.—This section shall be applied in a manner consistent with, and may not be construed to impair, the state's obligations under any international agreement.

4. RULEMAKING.—The Department of Management Services shall develop guidelines and procedures by rule to implement this section.

5. APPLICABILITY.—This section does not apply to contracts procured by the Department of Transportation subject to the Buy America requirements of 23 C.F.R. s. 635.410.

70-23 E-VERIFY REQUIREMENTS

Effective January 1, 2021, public and private employers, contractors, and subcontractors must require registration with, and use of the E-Verify system in order to verify the work authorization status of all newly hired employees. Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a. All persons employed by Contractor to perform employment duties within the State of Florida during the term of the Contract; and

b. All persons (including subcontractors/subvendors/subconsultants) assigned by Contractor to perform work pursuant to this Contract with the City. Contractor acknowledges and agrees that the use of the U.S. Department of Homeland Security's E-Verify System during the term of this Contract is a condition of the Contract with the City.

By entering this Contract with the City, Contractor becomes obligated to comply with the provisions of Section 448.095, Florida Statutes, "Employment Eligibility." This includes, but is not limited to, use of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit to Contractor attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractor agrees to maintain a copy of such affidavit for the duration of this Contract. Failure to comply with this section will result in the termination of this Contract as provided in Section 448.095, Florida Statutes, and Contractor may not be awarded a public contract for at least one (1) year after the date on which the Contract was terminated. Contractor will also be liable for any additional costs to the City incurred as a result of the termination of this Contract in accordance with this section.

70-24 PUBLIC RECORD LAWS

The parties acknowledge and agree that the City is a public agency subject to Chapter 119, Florida Statutes. All documents, including but not limited to, letters, memos, e-mails, computer files, photographs, drawings, tracings, plans, specifications, maps, evaluations, reports and other records and data of any type relating to the Project received, prepared, or developed by Contractor under this Contract are public records subject to Florida Statutes Chapter 119 and shall not be destroyed. Accordingly, pursuant to Section 119.0701, Florida Statutes, the Contractor must comply with all public records laws in accordance with Chapter 119, Florida Statutes. In accordance with Chapter 119, Florida Statutes, the Contractor agrees to:

a. Keep and maintain all records that ordinarily and necessarily would be required by the Owner to perform the services under this Contract.

b. Upon request from the City, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the costs provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

c. Ensure that public records that are exempt, or confidential and exempt, from public records disclosures are not disclosed as except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the City.

d. Upon completion of the services under this Contract, at no cost to the City, either transfer to the City all public records in the Contractor's possession that were not previously provided or keep and maintain public records required by the City to perform the services. If the Contractor transfers all public records to the City upon completion of the services, the Contractor must destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the services under this Contract, its obligations shall survive the termination or expiration of the Contract, and the Contractor must meet all applicable requirements for retaining public records, including abiding by all State of Florida records retention schedules. All records stored electronically must be provided to the City, upon request from the City, in a format that is compatible with the information technology systems of the City.

e. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE OWNER'S CUSTODIAN OF PUBLIC RECORDS AT: STEPHANIE CAMACHO, CITY CLERK, VIA EMAIL: SCAMACHO@CITYOFWAUCHULA.COM

If the Contractor does not comply with the provisions of this section, the CITY will enforce the Contract provisions in accordance herewith and may unilaterally cancel this Contract in accordance with Florida law.

70-25 TRADE SECRETS AND PROPRIETARY CONFIDENTIAL BUSINESS INFORMATION:

a. Documents submitted by Contractor which it contends constitute trade secrets as defined in Sections 812.081 and 688.002, Florida Statutes, or confidential and propriety business information when held by the City as a utility owner, consistent with Section 119.0713(5), Florida Statutes, or information related to cybersecurity that is exempt and confidential under Section 119.0725, Florida Statutes, and which are clearly marked or stamped as confidential by the Contractor at the time of submission to the City, will not be subject to public access. Except as may be required under applicable law, court order, or regulation, or to the extent required to perform and enforce this Contract, both parties shall (and shall cause their employees and contractors to) keep all Confidential Information strictly confidential and shall not disclose it to any third party. The Confidential Information may be transmitted orally, in writing, electronically or otherwise observed by either party. However, should a requestor of public records challenge Contractor's claim of trade secret or confidential and proprietary business information, within five (5) calendar days of such challenge, Contractor must provide a separate written affidavit and a separate indemnification and release guarantee, as approved by the City's Attorney or designee, to the City to support its claim that the alleged trade secrets or proprietary and confidential business information actually constitutes same as defined by law. Contractor must demonstrate the need for confidentiality of the documentation by showing a business advantage or opportunity to obtain an advantage would be gained if the documentation were released. Otherwise, Contractor is required to timely seek a protective order in the Circuit Court of Hardee County to prevent the City's release of the requested records.

b. "Confidential Information" means all non-public information of either party, including the terms of this agreement, all technical information about either party's products or services, pricing information, marketing and marketing plans, other business and financial information of either party and all trade secrets of either party. Notwithstanding the foregoing, "Confidential Information" shall not include (i) any information that is in the public domain other than due to

Recipient's breach of this Contract; (ii) any information in the possession of the Recipient without restriction prior to disclosure by the Discloser; or (iii) any information independently developed by the Recipient without reliance on the information disclosed hereunder by the Discloser. "Discloser" means either party that discloses Confidential Information, and "Recipient" means either party that receives it.

c. To the extent Contractor regards certain terms and provisions of this Contract to contain data or information that is covered by one or more of the following: (1) information related to critical infrastructure, and (2) network schematics, hardware and software configurations, or encryption information or information that identifies detection, investigation, or response practices for suspected or confirmed cybersecurity incidents, Contractor must clearly mark such provisions as confidential and exempt. To the extent such terms and provisions are clearly marked as confidential and exempt from public record law requirements, the parties agree to treat the terms and conditions in accordance with the provisions of Paragraph a) above.

70-26 SOLICITATION OF CONTRACT

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or other compensation contingent upon or resulting from the award or making of this Contract.

70-27 PUBLIC ENTITY CRIME

As provided by Florida Statute 287.133(2)(a), a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or a public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute 287.017 for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. Any person must notify the City within 30 days after a conviction of a public entity crime applicable to that person or to an affiliate of that person. By its execution hereof, Contractor certifies that neither it nor an affiliate is on the convicted vendor list.

70-28 SCRUTINIZED COMPANIES LIST/COUNTRIES OF CONCERN/INTERESTS OF FOREIGN COUNTRIES

Contractor hereby certifies that it: (a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; (b) has not been placed on the Scrutinized Companies with Activities in Sudan List nor the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and (c) has not been engaged in business operations in Cuba or Syria. This Contract may be terminated at the option of the City if the Contractor is found to have submitted a false certification as provided under Florida Statute 287.135(5), been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria.

70-29 ANTI-TRUST VENDOR VIOLATOR

The Contractor has a continuous duty, throughout the entire Contract Term identified in Section 4, and any renewal, to disclose to the City if the Contractor or any of its affiliates, as defined by section 287.137(1), Fla. Stat., are placed on the Antitrust Violator Vendor List. Pursuant to section 287.137, Fla. Stat., "A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity."

70-30 JESSICA LUNSFORD ACT (SECTION 1012.32, FLORIDA STATUTES)

Background screening requirements for certain non-instructional school district employees and contractors. (1) Except as provided in s. 1012.467 or s. 1012.468, non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds must meet level 2 screening requirements as described in s. 1012.32. Contractual personnel shall include any contractor, individual, or entity under contract with a school or the school board. (2) Every 5 years following employment or entry into a contract in a capacity described in subsection (1), each person who is so employed or under contract with the school district must meet level 2 screening requirements as described in s. 1012.32, at which time the school district shall request the Department of Law Enforcement to forward the fingerprints to the Federal Bureau of Investigation for the level 2 screening. If, for any reason following employment or entry into a contract in a capacity described in subsection (1), the fingerprints of a person who is so employed or under contract with the school district are not retained by the Department of Law Enforcement under s. 1012.32(3)(a) and (b), the person must file a complete set of fingerprints with the district school superintendent of the employing or contracting school district. Upon submission of fingerprints for this purpose, the school district shall request the Department of Law Enforcement to forward the fingerprints to the Federal Bureau of Investigation for the level 2 screening, and the fingerprints shall be retained by the Department of Law Enforcement under s. 1012.32(3)(a) and (b). The cost of the state and federal criminal history check required by level 2 screening may be borne by the district school board, the contractor, or the person fingerprinted. Under penalty of perjury, each person who is employed or under contract in a capacity described in subsection (1) must agree to inform his or her employer or the party with whom he or she is under contract within 48 hours if convicted of any disqualifying offense while he or she is employed or under contract in that capacity.(3) If it is found that a person who is employed or under contract in a capacity described in subsection (1) does not meet the level 2 requirements, the person shall be immediately suspended from working in that capacity and shall remain suspended until final resolution of any appeals.

70-31 CONFLICT OF INTEREST

This Contract is subject to Chapter 112, Florida Statutes, and Contractor shall disclose the name of any officer, director, employee, or other agent who is also an employee of the City of Wauchula. The Contractor shall also disclose the name of any City of Wauchula employee who owns, directly or indirectly, more than a 5% interest in Contractor's, or its affiliates, business entity.

70-32 CHOICE OF LAW, VENUE, AND WAIVER OF JURY TRIAL

a. This Contract, and the rights and duties of the parties arising from or relating to this Contract or its subject matter, shall be construed in accordance with the laws of the State of Florida and the ordinances of the City of Wauchula without regard to its conflicts of law provisions. Each of the parties irrevocably submits to the exclusive jurisdiction of the courts of Hardee County, Florida, and further agree that the venue for any legal action brought by or filed against the City for any matter arising out of or relating to this Contract shall be exclusively in that state or federal court for Hardee County, Florida that has jurisdiction over such legal actions.

b. WAIVER OF JURY TRIAL. BY ENTERING INTO THIS AGREEMENT, THE CONTRACTOR AND THE CITY HEREBY EXPRESSLY AND IRREVOCABLY WAIVE ANY RIGHTS THEY MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION ARISING OUT OF OR RELATED TO THIS AGREEMENT.

70-33 DRUG FREE WORKPLACE

Contractor shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 USC § 701 et seq.) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place issued by the Office of Management and Budget to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the Contractor shall comply with the relevant provisions thereof, including any amendments, which are made part of this Agreement.

70-34 DISCRIMINATORY VENDOR LIST

Contractor hereby acknowledges its continuous duty to disclose to the City if Contractor or any of its affiliates, as defined by Section 287.134(1)(a), Florida Statutes, has been placed on the Discriminatory Vendor List. Pursuant to Section 287.134(2)(a), Florida Statutes: “An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.”

70-35 ACCESS AND AUDITS

a. Contractor agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all agreements with subconsultants, subvendors, and subcontractors, the obligation to comply with the provisions of Section 20.055(5), Florida Statutes.

b. Contractor shall maintain adequate records to justify all charges and costs incurred in performing the work for at least five (5) years from the date of final payment under this Agreement. The CITY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours at the Contractor's place of business.

c. Misrepresentations of billable time or reimbursable expenses as determined by the Auditor to the City of Wauchula shall result in the recovery of any resulting overpayments. The CITY's cost of recovery shall be the sole expense of the Contractor, including accounting and legal fees, court costs, and administrative expenses.

d. Intentional misrepresentations of billable hours and reimbursable expenses will be criminally prosecuted to the fullest extent of the law.

e. All invoices submitted are subject to audit and demand for refund of overpayment up to five (5) years following final payment under this Agreement.

70-36 ANNUAL APPROPRIATIONS

Contractor acknowledges that the CITY, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such agreement. Nothing herein contained shall prevent the making of agreements for a period exceeding one year, but any agreement so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. This Agreement will remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Wauchula in the annual budget for each fiscal year of the Service Agreement, and is subject to termination without any penalty due to lack of funding. Accordingly, the CITY's performance and obligation to pay under this agreement is contingent upon annual appropriation.

70-37 LIMITATION OF LIABILITY

In no event, shall the CITY be liable to the Contractor for indirect, incidental, consequential, special, exemplary, or punitive damages of any kind or nature, including loss of profit, whether foreseeable or not, arising out of or resulting from the nonperformance or breach of this contract by the CITY whether based in contract, common law, warranty, tort, strict liability, contribution, indemnity or otherwise.

70-38 CONTRACT RETAINAGE PAYMENT CONDITIONS

Contract retainage for this project is subject to Florida Law. Effective October 1, 2020, all public works projects exceeding $200,000 are subject to the following additional retainage conditions, not in conflict with other requirements regarding satisfactory completion, record drawings, and close-out documentation :

a. Retainage limit is now 5% for the lifetime of the project.

b. Reduction in retainage percentage no longer required at 50% completion.

c. Provision allowing the contractor to request early release of retainage was removed.

END OF SECTION 70

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SECTION 80 EXECUTION AND PROGRESS

80-01 SUBLETTING OF CONTRACT. The Owner will not recognize any subcontractor on the work. The Contractor shall at all times when work is in progress be represented either in person, by a qualified superintendent, or by other designated, qualified representative who is duly authorized to receive and execute orders of the Resident Project Representative (RPR).

The Contractor shall perform, with his organization, an amount of work equal to at least **25%** percent of the total contract cost.

Should the Contractor elect to assign their contract, said assignment shall be concurred in by the surety, shall be presented for the consideration and approval of the Owner, and shall be consummated only on the written approval of the Owner.

The Contractor shall provide copies of all subcontracts to the RPR 14 calendar days prior to being utilized on the project. As a minimum, the information shall include the following:

- Subcontractor's legal company name.
- Subcontractor's legal company address, including County name.
- Principal contact person's name, telephone and fax number.
- Complete narrative description, and dollar value of the work to be performed by the subcontractor.
- Copies of required insurance certificates in accordance with the specifications.
- Minority/ non-minority status.

80-02 NOTICE TO PROCEED (NTP). The notice to proceed shall state the date on which it is expected the Contractor will begin the construction and from which date contract time will be charged. The Contractor shall begin the work to be performed under the contract within 10 days of the date set by the Engineer in the written notice to proceed, but in any event, the Contractor shall notify the Engineer at least 24 hours in advance of the time actual construction operations will begin. The Contractor shall not commence any actual construction prior to the date on which the notice to proceed is issued by the Owner.

80-03 EXECUTION AND PROGRESS. Unless otherwise specified, the Contractor shall submit their coordinated construction schedule showing all work activities for the RPR’s review and acceptance at least 10 days prior to the start of work. The Contractor’s progress schedule, once accepted by the RPR, will represent the Contractor's baseline plan to accomplish the project in accordance with the terms and conditions of the Contract. The RPR will compare actual Contractor progress against the baseline schedule to determine that status of the Contractor's performance. The Contractor shall provide sufficient materials, equipment, and labor to guarantee the completion of the project in accordance with the plans and specifications within the time set forth in the proposal.

If the Contractor falls significantly behind the submitted schedule, the Contractor shall, upon the RPR's request, submit a revised schedule for completion of the work within the contract time and modify their operations to provide such additional materials, equipment, and labor necessary to meet the revised schedule. Should the execution of the work be discontinued for any reason, the Contractor shall notify the RPR at least 24 hours in advance of resuming operations.

The Contractor shall not commence any actual construction prior to the date on which the NTP is issued by the Owner.

The project schedule shall be prepared as a network diagram in Critical Path Method (CPM), Program Evaluation and Review Technique (PERT), or other format, or as otherwise specified. It shall include information on the sequence of work activities, milestone dates, and activity duration. The schedule shall show all work items identified in the project proposal for each work area and shall include the project start date and end date.

The Contractor shall maintain the work schedule and provide an update and analysis of the progress schedule on a twice monthly basis, or as otherwise specified in the contract. Submission of the work schedule shall not relieve the Contractor of overall responsibility for scheduling, sequencing, and coordinating all work to comply with the requirements of the contract.

80-04 LIMITATION OF OPERATIONS. The Contractor shall control their operations and the operations of their subcontractors and all suppliers to provide for the free and unobstructed movement of aircraft in the air operations areas (AOA) of the airport.

When the work requires the Contractor to conduct their operations within an AOA of the airport, the work shall be coordinated with airport operations (through the RPR) at least 48 hours prior to commencement of such work. The Contractor shall not close an AOA until so authorized by the RPR and until the necessary temporary marking, signage and associated lighting is in place as provided in Section 70, paragraph 70-08, *Construction Safety and Phasing Plan (CSPP)*.

When the contract work requires the Contractor to work within an AOA of the airport on an intermittent basis (intermittent opening and closing of the AOA), the Contractor shall maintain constant communications as specified; immediately obey all instructions to vacate the AOA; and immediately obey all instructions to resume work in such AOA. Failure to maintain the specified communications or to obey instructions shall be cause for suspension of the Contractor's operations in the AOA until satisfactory conditions are provided. The areas of the AOA identified in the Construction Safety Phasing Plan (CSPP) and as listed below, cannot be closed to operating aircraft to permit the Contractor's operations on a continuous basis and will therefore be closed to aircraft operations intermittently as follows:

Taxiways shall be closed anytime there is activity within the Safety Area. Refer to the Construction Safety and Phasing Plan for detailed phasing requirements.

The Contractor shall be required to conform to safety standards contained in AC 150/5370-2, Operational Safety on Airports During Construction and the approved CSPP.

80-04.1 OPERATIONAL SAFETY ON AIRPORT DURING CONSTRUCTION. All Contractors' operations shall be conducted in accordance with the approved project Construction Safety and Phasing Plan (CSPP) and the Safety Plan Compliance Document (SPCD) and the provisions set forth within the current version of AC 150/5370-2, Operational Safety on Airports During Construction. The CSPP included within the contract documents conveys minimum requirements for operational safety on the airport during construction activities. The Contractor shall prepare and submit a SPCD that details how it proposes to comply with the requirements presented within the CSPP.

The Contractor shall implement all necessary safety plan measures prior to commencement of any work activity. The Contractor shall conduct routine checks to assure compliance with the safety plan measures.

The Contractor is responsible to the Owner for the conduct of all subcontractors it employs on the project. The Contractor shall assure that all subcontractors are made aware of the requirements of the CSPP and SPCD and that they implement and maintain all necessary measures.

No deviation or modifications may be made to the approved CSPP and SPCD unless approved in writing by the Owner. The necessary coordination actions to review Contractor proposed modifications to an approved CSPP or approved SPCD can require a significant amount of time.

80-05 CHARACTER OF WORKERS, METHODS, AND EQUIPMENT. The Contractor shall, at all times, employ sufficient labor and equipment for prosecuting the work to full completion in the manner and time required by the contract, plans, and specifications.

All workers shall have sufficient skill and experience to perform properly the work assigned to them. Workers engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform the work satisfactorily.

Any person employed by the Contractor or by any subcontractor who violates any operational regulations or operational safety requirements and, in the opinion of the RPR, does not perform his work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the RPR, be removed immediately by the Contractor or subcontractor employing such person, and shall not be employed again in any portion of the work without approval of the RPR.

Should the Contractor fail to remove such person or persons, or fail to furnish suitable and sufficient personnel for the proper execution of the work, the RPR may suspend the work by written notice until compliance with such orders.

All equipment that is proposed to be used on the work shall be of sufficient size and in such mechanical condition as to meet requirements of the work and to produce a satisfactory quality of work. Equipment used on any portion of the work shall not cause injury to previously completed work, adjacent property, or existing airport facilities due to its use.

When the methods and equipment to be used by the Contractor in accomplishing the work are not prescribed in the contract, the Contractor is free to use any methods or equipment that will accomplish the work in conformity with the requirements of the contract, plans, and specifications.

When the contract specifies the use of certain methods and equipment, such methods and equipment shall be used unless otherwise authorized by the RPR. If the Contractor desires to use a method or type of equipment other than specified in the contract, the Contractor may request authority from the RPR to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed and of the reasons for desiring to make the change. If approval is given, it will be on the condition that the Contractor will be fully responsible for producing work in conformity with contract requirements. If, after trial use of the substituted methods or equipment, the RPR determines that the work produced does not meet contract requirements, the Contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining work with the specified methods and equipment. The Contractor shall remove any deficient work and replace it with work of specified quality, or take such other corrective action as the RPR may direct. No change will be made in basis of payment for the contract items involved nor in contract time as a result of authorizing a change in methods or equipment under this paragraph.

80-06 TEMPORARY SUSPENSION OF THE WORK. The Owner shall have the authority to suspend the work wholly, or in part, for such period or periods the Owner may deem necessary, due to unsuitable weather, or other conditions considered unfavorable for the execution of the work, or for such time necessary due to the failure on the part of the Contractor to carry out orders given or perform any or all provisions of the contract.

In the event that the Contractor is ordered by the Owner, in writing, to suspend work for some unforeseen cause not otherwise provided for in the contract and over which the Contractor has no control, the Contractor may be reimbursed for actual money expended on the work during the period of shutdown. No allowance will be made for anticipated profits. The period of shutdown shall be computed from the effective date of the written order to suspend work to the effective date of the written order to resume the work. Claims for such compensation shall be filed with the RPR within the time period stated in the RPR's order to resume work. The Contractor shall submit with their own claim information substantiating the amount shown on the claim. The RPR will forward the Contractor's claim to the Owner for consideration in accordance with local laws or ordinances. No provision of this article shall be construed as entitling the Contractor to compensation for delays due to inclement weather or for any other delay provided for in the contract, plans, or specifications.

If it becomes necessary to suspend work for an indefinite period, the Contractor shall store all materials in such manner that they will not become an obstruction nor become damaged in any way. The Contractor shall take every precaution to prevent damage or deterioration of the work performed and provide for normal drainage of the work. The Contractor shall erect temporary structures where necessary to provide for traffic on, to, or from the airport.

80-07 DETERMINATION AND EXTENSION OF CONTRACT TIME. The ***number of calendar days*** shall be stated in the proposal and contract and shall be known as the Contract Time.

If the contract time requires extension for reasons beyond the Contractor's control, it shall be adjusted as follows:

80-07.1 CONTRACT TIME BASED ON CALENDAR DAYS. Contract Time based on calendar days shall consist of the number of calendar days stated in the contract counting from the effective date of the Notice to Proceed and including all Saturdays, Sundays, holidays, and non-work days. All calendar days elapsing between the effective dates of the Owner's orders to suspend and resume all work, due to causes not the fault of the Contractor, shall be excluded.

At the time of final payment, the contract time shall be increased in the same proportion as the cost of the actually completed quantities bears to the cost of the originally estimated quantities in the proposal. Such increase in the contract time shall not consider either cost of work or the extension of contract time that has been covered by a change order or supplemental agreement. Charges against the contract time will cease as of the date of final acceptance.

80-08 FAILURE TO COMPLETE ON TIME. For each calendar day or working day, as specified in the contract, that any work remains uncompleted after the contract time (including all extensions and adjustments as provided in paragraph 80-07, *Determination and Extension of Contract Time*) the sum specified in the contract and proposal as liquidated damages (LD) will be deducted from any money due or to become due the Contractor or their own surety. Such deducted sums shall not be deducted as a penalty but shall be considered as liquidation of a reasonable portion of damages including but not limited to additional engineering services that will be incurred by the Owner should the Contractor fail to complete the work in the time provided in their contract.

Schedule	Liquidated Damages Cost	Allowed Construction Time
All Schedules	$500 per Calendar Day	120 Calendar Days

The maximum construction time allowed for all Schedules will be the sum of the time allowed for individual schedules but not more than **120 Calendar Days**. Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a wavier on the part of the Owner of any of its rights under the contract.

80-09 DEFAULT AND TERMINATION OF CONTRACT. The Contractor shall be considered in default of their contract and such default will be considered as cause for the Owner to terminate the contract for any of the following reasons, if the Contractor:

a. Fails to begin the work under the contract within the time specified in the Notice to Proceed, or

b. Fails to perform the work or fails to provide sufficient workers, equipment and/or materials to assure completion of work in accordance with the terms of the contract, or

c. Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable, or

d. Discontinues the execution of the work, or

e. Fails to resume work which has been discontinued within a reasonable time after notice to do so, or

f. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or

g. Allows any final judgment to stand against the Contractor unsatisfied for a period of 10 days, or

h. Makes an assignment for the benefit of creditors, or

i. For any other cause whatsoever, fails to carry on the work in an acceptable manner.

Should the Owner consider the Contractor in default of the contract for any reason above, the Owner shall immediately give written notice to the Contractor and the Contractor's surety as to the reasons for considering the Contractor in default and the Owner's intentions to terminate the contract.

If the Contractor or surety, within a period of 10 days after such notice, does not proceed in accordance therewith, then the Owner will, upon written notification from the RPR of the facts of such delay, neglect, or default and the Contractor's failure to comply with such notice, have full power and authority without violating the contract, to take the execution of the work out of the hands of the Contractor. The Owner may appropriate or use any or all materials and equipment that have been mobilized for use in the work and are acceptable and may enter into an agreement for the completion of said contract according to the terms and provisions thereof, or use such other methods as in the opinion of the RPR will be required for the completion of said contract in an acceptable manner.

All costs and charges incurred by the Owner, together with the cost of completing the work under contract, will be deducted from any monies due or which may become due the Contractor. If such expense exceeds the sum which would have been payable under the contract, then the Contractor and the surety shall be liable and shall pay to the Owner the amount of such excess.

80-10 TERMINATION FOR NATIONAL EMERGENCIES. The Owner shall terminate the contract or portion thereof by written notice when the Contractor is prevented from proceeding with the construction contract as a direct result of an Executive Order of the President with respect to the execution of war or in the interest of national defense.

When the contract, or any portion thereof, is terminated before completion of all items of work in the contract, payment will be made for the actual number of units or items of work completed at the contract price or as mutually agreed for items of work partially completed or not started. No claims or loss of anticipated profits shall be considered.

Reimbursement for organization of the work, and other overhead expenses, (when not otherwise included in the contract) and moving equipment and materials to and from the job will be considered, the intent being that an equitable settlement will be made with the Contractor.

Acceptable materials, obtained or ordered by the Contractor for the work and that are not incorporated in the work shall, at the option of the Contractor, be purchased from the Contractor at actual cost as shown by receipted bills and actual cost records at such points of delivery as may be designated by the RPR.

Termination of the contract or a portion thereof shall neither relieve the Contractor of their responsibilities for the completed work nor shall it relieve their surety of its obligation for and concerning any just claim arising out of the work performed.

80-11 WORK AREA, STORAGE AREA AND SEQUENCE OF OPERATIONS. The Contractor shall obtain approval from the RPR prior to beginning any work in all areas of the airport. No operating runway, taxiway, or air operations area (AOA) shall be crossed, entered, or obstructed while it is operational. The Contractor shall plan and coordinate work in accordance with the approved CSPP and SPCD.

END OF SECTION 80

SECTION 90 MEASUREMENT AND PAYMENT

90-01 MEASUREMENT OF QUANTITIES. All work completed under the contract will be measured by the RPR, or their authorized representatives, using United States Customary Units of Measurement.

The method of measurement and computations to be used in determination of quantities of material furnished and of work performed under the contract will be those methods generally recognized as conforming to good engineering practice.

Unless otherwise specified, longitudinal measurements for area computations will be made horizontally, and no deductions will be made for individual fixtures (or leave-outs) having an area of 9 square feet (0.8 square meters) or less. Unless otherwise specified, transverse measurements for area computations will be the neat dimensions shown on the plans or ordered in writing by the RPR.

Unless otherwise specified, all contract items which are measured by the linear foot such as electrical ducts, conduits, pipe culverts, underdrains, and similar items shall be measured parallel to the base or foundation upon which such items are placed.

The term “lump sum” when used as an item of payment will mean complete payment for the work described in the contract. When a complete structure or structural unit (in effect, “lump sum” work) is specified as the unit of measurement, the unit will be construed to include all necessary fittings and accessories.

When requested by the Contractor and approved by the RPR in writing, material specified to be measured by the cubic yard (cubic meter) may be weighed, and such weights will be converted to cubic yards (cubic meters) for payment purposes. Factors for conversion from weight measurement to volume measurement will be determined by the RPR and shall be agreed to by the Contractor before such method of measurement of pay quantities is used.

Measurement and Payment Terms

Term	Description
Excavation and Embankment Volume	In computing volumes of excavation, the average end area method will be used unless otherwise specified.
Measurement and Proportion by Weight	The term “ton” will mean the short ton consisting of 2,000 pounds (907 km) avoirdupois. All materials that are measured or proportioned by weights shall be weighed on accurate, independently certified scales by competent, qualified personnel at locations designated by the RPR. If material is shipped by rail, the car weight may be accepted provided that only the actual weight of material is paid for. However, car weights will not be acceptable for material to be passed through mixing plants. Trucks used to haul material being paid for by weight shall be weighed empty daily at such times as the RPR directs, and each truck shall bear a plainly legible identification mark.

Term	Description
Measurement by Volume	Materials to be measured by volume in the hauling vehicle shall be hauled in approved vehicles and measured therein at the point of delivery. Vehicles for this purpose may be of any size or type acceptable for the materials hauled, provided that the body is of such shape that the actual contents may be readily and accurately determined. All vehicles shall be loaded to at least their water level capacity, and all loads shall be leveled when the vehicles arrive at the point of delivery.
Asphalt Material	Asphalt materials will be measured by the gallon (liter) or ton (kg). When measured by volume, such volumes will be measured at 60°F (16°C) or will be corrected to the volume at 60°F (16°C) using ASTM D1250 for asphalts. Net certified scale weights or weights based on certified volumes in the case of rail shipments will be used as a basis of measurement, subject to correction when asphalt material has been lost from the car or the distributor, wasted, or otherwise not incorporated in the work. When asphalt materials are shipped by truck or transport, net certified weights by volume, subject to correction for loss or foaming, will be used for computing quantities.
Cement	Cement will be measured by the ton (kg) or hundredweight (km).
Structure	Structures will be measured according to neat lines shown on the plans or as altered to fit field conditions.
Timber	Timber will be measured by the thousand feet board measure (MFBM) actually incorporated in the structure. Measurement will be based on nominal widths and thicknesses and the extreme length of each piece.
Plates and Sheets	The thickness of plates and galvanized sheet used in the manufacture of corrugated metal pipe, metal plate pipe culverts and arches, and metal cribbing will be specified and measured in decimal fraction of inch.
Miscellaneous Items	When standard manufactured items are specified such as fence, wire, plates, rolled shapes, pipe conduit, etc., and these items are identified by gauge, unit weight, section dimensions, etc., such identification will be considered to be nominal weights or dimensions. Unless more stringently controlled by tolerances in cited specifications, manufacturing tolerances established by the industries involved will be accepted.
Scales	Scales must be tested for accuracy and serviced before use. Scales for weighing materials which are required to be proportioned or measured and paid for by weight shall be furnished, erected, and maintained by the Contractor, or be certified permanently installed commercial scales. Platform scales shall be installed and maintained with the platform level and rigid bulkheads at each end. Scales shall be accurate within 0.5% of the correct weight throughout the range of use. The Contractor shall have the scales checked under the observation of the RPR before beginning work and at such other times as

Term	Description
	requested. The intervals shall be uniform in spacing throughout the graduated or marked length of the beam or dial and shall not exceed 0.1% of the nominal rated capacity of the scale, but not less than one pound (454 grams). The use of spring balances will not be permitted. In the event inspection reveals the scales have been “overweighing” (indicating more than correct weight) they will be immediately adjusted. All materials received subsequent to the last previous correct weighting-accuracy test will be reduced by the percentage of error in excess of 0.5%. In the event inspection reveals the scales have been under-weighing (indicating less than correct weight), they shall be immediately adjusted. No additional payment to the Contractor will be allowed for materials previously weighed and recorded. Beams, dials, platforms, and other scale equipment shall be so arranged that the operator and the RPR can safely and conveniently view them. Scale installations shall have available ten standard 50-pound (2.3 km) weights for testing the weighing equipment or suitable weights and devices for other approved equipment. All costs in connection with furnishing, installing, certifying, testing, and maintaining scales; for furnishing check weights and scale house; and for all other items specified in this subsection, for the weighing of materials for proportioning or payment, shall be included in the unit contract prices for the various items of the project.
Rental Equipment	Rental of equipment will be measured by time in hours of actual working time and necessary traveling time of the equipment within the limits of the work. Special equipment ordered in connection with extra work will be measured as agreed in the change order or supplemental agreement authorizing such work as provided in paragraph 90-05 *Payment for Extra Work*.
Pay Quantities	When the estimated quantities for a specific portion of the work are designated as the pay quantities in the contract, they shall be the final quantities for which payment for such specific portion of the work will be made, unless the dimensions of said portions of the work shown on the plans are revised by the RPR. If revised dimensions result in an increase or decrease in the quantities of such work, the final quantities for payment will be revised in the amount represented by the authorized changes in the dimensions.

90-02 SCOPE OF PAYMENT. The Contractor shall receive and accept compensation provided for in the contract as full payment for furnishing all materials, for performing all work under the contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of whatever character arising out of the nature of the work or the execution thereof, subject to the provisions of Section 70, paragraph 70-18, *No Waiver of Legal Rights*.

When the "basis of payment" subsection of a technical specification requires that the contract price (price bid) include compensation for certain work or material essential to the item, this same work or material will not also be measured for payment under any other contract item which may appear elsewhere in the contract, plans, or specifications.

90-03 COMPENSATION FOR ALTERED QUANTITIES. When the accepted quantities of work vary from the quantities in the proposal, the Contractor shall accept as payment in full, so far as contract items are concerned, payment at the original contract price for the accepted quantities of work actually completed and accepted. No allowance, except as provided for in Section 40, paragraph 40-02, *Alteration of Work and Quantities,* will be made for any increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor which results directly from such alterations or indirectly from their own unbalanced allocation of overhead and profit among the contract items, or from any other cause.

90-04 PAYMENT FOR OMITTED ITEMS. As specified in Section 40, paragraph 40-03, *Omitted Items,* the RPR shall have the right to omit from the work (order nonperformance) any contract item, except major contract items, in the best interest of the Owner.

Should the RPR omit or order nonperformance of a contract item or portion of such item from the work, the Contractor shall accept payment in full at the contract prices for any work actually completed and acceptable prior to the RPR's order to omit or non-perform such contract item.

Acceptable materials ordered by the Contractor or delivered on the work prior to the date of the RPR's order will be paid for at the actual cost to the Contractor and shall thereupon become the property of the Owner.

In addition to the reimbursement hereinbefore provided, the Contractor shall be reimbursed for all actual costs incurred for the purpose of performing the omitted contract item prior to the date of the RPR's order. Such additional costs incurred by the Contractor must be directly related to the deleted contract item and shall be supported by certified statements by the Contractor as to the nature the amount of such costs.

90-05 PAYMENT FOR EXTRA WORK. Extra work, performed in accordance with Section 40, paragraph 40-04, *Extra Work*, will be paid for at the contract prices or agreed prices specified in the change order or supplemental agreement authorizing the extra work, ***and subject to the following:***

The Contractor shall not order any materials without the written consent of the Engineer. The Contractor will be reimbursed for stored materials on-site only as accepted by the Engineer upon inspection by the RPR. The Owner will not pay any re-stocking fees, delivery fees, or any other fees for any materials that were not included in the unit prices bid. All materials must be protected and in new, unused, undamaged condition, per Section 90-07. Additionally, the Owner will not pay for any unused or excess materials, equipment rentals, or anything else not used on the project.

90-06 PARTIAL PAYMENTS. Partial payments will be made to the Contractor at least once each month as the work progresses. Said payments will be based upon estimates, prepared by the RPR, of the value of the work performed and materials complete and in place, in accordance with the contract, plans, and specifications. Such partial payments may also include the delivered actual cost of those materials stockpiled and stored in accordance with paragraph 90-07, *Payment for Materials on Hand*. No partial payment will be made when the amount due to the Contractor since the last estimate amounts to less than five hundred dollars.

From the total of the amount determined to be payable on a partial payment, ***5*** percent of such total amount will be deducted and retained by the Owner for protection of the Owner's interests. Unless otherwise instructed by the Owner, the amount retained by the Owner will be in effect until the final payment is made except as follows:

a. ~~Contractor may request release of retainage on work that has been partially accepted by the Owner in accordance with Section 50-14. Contractor must provide a certified invoice to the RPR that supports the value of retainage held by the Owner for partially accepted work.~~

b. In lieu of retainage, the Contractor may exercise at its option the establishment of an escrow account per paragraph 90-08.

c. The Contractor is required to pay all subcontractors for satisfactory performance of their contracts no later than 30 days after the Contractor has received a partial payment. Contractor must provide the Owner evidence of prompt and full payment of retainage held by the prime Contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the Owner. When the Owner has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

d. When at least 95% of the work has been completed to the satisfaction of the RPR, the RPR shall, at the Owner's discretion and with the consent of the surety, prepare estimates of both the contract value and the cost of the remaining work to be done. The Owner may retain an amount not less than twice the contract value or estimated cost, whichever is greater, of the work remaining to be done. The remainder, less all previous payments and deductions, will then be certified for payment to the Contractor.

It is understood and agreed that the Contractor shall not be entitled to demand or receive partial payment based on quantities of work in excess of those provided in the proposal or covered by approved change orders or supplemental agreements, except when such excess quantities have been determined by the RPR to be a part of the final quantity for the item of work in question.

No partial payment shall bind the Owner to the acceptance of any materials or work in place as to quality or quantity. All partial payments are subject to correction at the time of final payment as provided in paragraph 90-09, *Acceptance and Final Payment*. ***Retainage shall be subject to Florida Law (Refer to GP Section 70).***

The Contractor shall deliver to the Owner a complete release of all claims for labor and material arising out of this contract before the final payment is made. If any subcontractor or supplier fails to furnish such a release in full, the Contractor may furnish a bond or other collateral satisfactory to the Owner to indemnify the Owner against any potential lien or other such claim. The bond or collateral shall include all costs, expenses, and attorney fees the Owner may be compelled to pay in discharging any such lien or claim.

Lien releases shall be subject to Florida Law.

90-07 PAYMENT FOR MATERIALS ON HAND. Partial payments may be made to the extent of the delivered cost of materials to be incorporated in the work, provided that such materials meet the requirements of the contract, plans, and specifications and are delivered to acceptable sites on the airport property or at other sites in the vicinity that are acceptable to the Owner. Such delivered costs of stored or stockpiled materials may be included in the next partial payment after the following conditions are met:

a. The material has been stored or stockpiled in a manner acceptable to the RPR at or on an approved site.

b. The Contractor has furnished the RPR with acceptable evidence of the quantity and quality of such stored or stockpiled materials.

c. The Contractor has furnished the RPR with satisfactory evidence that the material and transportation costs have been paid.

d. The Contractor has furnished the Owner legal title (free of liens or encumbrances of any kind) to the material stored or stockpiled.

e. The Contractor has furnished the Owner evidence that the material stored or stockpiled is insured against loss by damage to or disappearance of such materials at any time prior to use in the work.

It is understood and agreed that the transfer of title and the Owner's payment for such stored or stockpiled materials shall in no way relieve the Contractor of their responsibility for furnishing and placing such materials in accordance with the requirements of the contract, plans, and specifications.

In no case will the amount of partial payments for materials on hand exceed the contract price for such materials or the contract price for the contract item in which the material is intended to be used.

No partial payment will be made for stored or stockpiled living or perishable plant materials.

The Contractor shall bear all costs associated with the partial payment of stored or stockpiled materials in accordance with the provisions of this paragraph.

90-08 PAYMENT OF WITHHELD FUNDS. At the Contractor's option, if an Owner withholds retainage in accordance with the methods described in paragraph 90-06 *Partial Payments*, the Contractor may request that the Owner deposit the retainage into an escrow account. The Owner's deposit of retainage into an escrow account is subject to the following conditions:

a. The Contractor shall bear all expenses of establishing and maintaining an escrow account and escrow agreement acceptable to the Owner.

b. The Contractor shall deposit to and maintain in such escrow only those securities or bank certificates of deposit as are acceptable to the Owner and having a value not less than the retainage that would otherwise be withheld from partial payment.

c. The Contractor shall enter into an escrow agreement satisfactory to the Owner.

d. The Contractor shall obtain the written consent of the surety to such agreement.

90-09 ACCEPTANCE AND FINAL PAYMENT. When the contract work has been accepted in accordance with the requirements of Section 50, paragraph 50-15, *Final Acceptance*, the RPR will prepare the final estimate of the items of work actually performed. The Contractor shall approve the RPR's final estimate or advise the RPR of the Contractor's objections to the final estimate which are based on disputes in measurements or computations of the final quantities to be paid under the contract as amended by change order or supplemental agreement. The Contractor and the RPR shall resolve all disputes (if any) in the measurement and computation of final quantities to be paid within 30 calendar days of the Contractor's receipt of the RPR's final estimate. If, after such 30-day period, a dispute still exists, the Contractor may approve the RPR's estimate under protest of the quantities in dispute, and such disputed quantities shall be considered by the Owner as a claim in accordance with Section 50, paragraph 50-16, *Claims for Adjustment and Disputes*.

After the Contractor has approved, or approved under protest, the RPR's final estimate, and after the RPR's receipt of the project closeout documentation required in paragraph 90-11, *Contractor Final Project Documentation*, final payment will be processed based on the entire sum, or the undisputed sum in case of approval under protest, determined to be due the Contractor less all previous payments and all amounts to be deducted under the provisions of the contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

If the Contractor has filed a claim for additional compensation under the provisions of Section 50, paragraph 50-16, *Claims for Adjustments and Disputes,* or under the provisions of this paragraph, such claims will be considered by the Owner in accordance with local laws or ordinances. Upon final adjudication of such claims, any additional payment determined to be due the Contractor will be paid pursuant to a supplemental final estimate.

90-10 CONSTRUCTION WARRANTY.

a. In addition to any other warranties in this contract, the Contractor warrants that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, workmanship, or design furnished, or performed by the Contractor or any subcontractor or supplier at any tier.

b. . This warranty shall continue for a period of two years from the date of final acceptance of the work, except as noted. If the Owner takes possession of any part of the work before final acceptance, this warranty shall continue for a period of two years from the date the Owner takes possession. However, this will not relieve the Contractor from corrective items required by the final acceptance of the project work. Light Emitting Diode emitting diode (LED) light fixtures with the exception of obstruction lighting, must be warranted by the manufacturer for a minimum of four (4) years after date of installation inclusive of all electronics.

c. The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Owner real or personal property, when that damage is the result of the Contractor's failure to conform to contract requirements; or any defect of equipment, material, workmanship, or design furnished by the Contractor.

d. The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for one year from the date of repair or replacement.

e. The Owner will notify the Contractor, in writing, within ***14 calendar*** days after the discovery of any failure, defect, or damage.

f. If the Contractor fails to remedy any failure, defect, or damage within ***14 calendar*** days after receipt of notice, the Owner shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

g. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall: (1) Obtain all warranties that would be given in normal commercial practice; (2) Require all warranties to be executed, in writing, for the benefit of the Owner, as directed by the Owner, and (3) Enforce all warranties for the benefit of the Owner.

h. This warranty shall not limit the Owner's rights with respect to latent defects, gross mistakes, or fraud.

Note that Engineering Brief (EB) #67, Light Sources Other than Incandescent and Xenon for Airport and Obstruction Lighting Fixtures, requires that all light-emitting diode (LED) light fixtures with the exception of obstruction lighting, (advisory circular (AC) 150/5345-43) must be warranted by the manufacturer for a minimum of four (4) years after date of installation inclusive of all electronics.

90-11 CONTRACTOR FINAL PROJECT DOCUMENTATION. Approval of final payment to the Contractor is contingent upon completion and submittal of the items listed below. The final payment will not be approved until the RPR approves the Contractor's final submittal. The Contractor shall:

a. Provide two (2) copies of all manufacturers' warranties specified for materials, equipment, and installations. Coordinate and submit electronic or physical warranty cards on behalf of the Owner.

b. Provide weekly payroll records (not previously received) from the general Contractor and all subcontractors.

c. Complete final cleanup in accordance with Section 40, paragraph 40-08, *Final Cleanup*.

d. Complete all punch list items identified during the Final Inspection.

e. Provide complete release of all claims for labor and material arising out of the Contract.

~~**f.** Provide a certified statement signed by the subcontractors, indicating actual amounts paid to the Disadvantaged Business Enterprise (DBE) subcontractors and/or suppliers associated with the project.~~

g. When applicable per state requirements, return copies of sales tax completion forms.

h. Manufacturer's certifications for all items incorporated in the work.

i. All required record drawings, as-built drawings or as-constructed drawings.

j. Project Operation and Maintenance (O&M) Manual(s).

k. Security for Construction Warranty.

l. Equipment commissioning documentation submitted, if required.

END OF SECTION 90

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FAA Airports

Contract Provision Guidelines for Obligated Sponsors and Airport Improvement Program Projects (Issued on March 17, 2026)

Go to www.faa.gov for additional information, incorporated by reference.

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A1 ACCESS TO RECORDS AND REPORTS

ACCESS TO RECORDS AND REPORTS

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

A2 BREACH OF CONTRACT TERMS

BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the [*Contractor*] or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide *Contractor* written notice that describes the nature of the breach and corrective actions the *Contractor* must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the *Contractor* must correct the breach. Owner may proceed with termination of the contract if the *Contractor* fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

A3 BUY AMERICAN PREFERENCE

A3.1.1 Certification of Compliance with FAA Buy American Preference Statement

FAA BUY AMERICAN PREFERENCE

The Contractor certifies that its bid/offer is in compliance with 49 U.S.C. § 50101, BABA and other related Made in America Laws,[1] U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

The bidder or offeror must complete and submit the certification of compliance with FAA's Buy American Preference, BABA and Made in America laws included herein with their bid or offer. The Airport Sponsor/Owner will reject as nonresponsive any bid or offer that does not include a completed certification of compliance with FAA's Buy American Preference and BABA.

The bidder or offeror certifies that all constructions materials, defined to mean an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall used in the project are manufactured in the U.S.

The bidder or offeror certifies procurement of certain rolling stock using FAA grant funds will prohibit airports from using Federal financial assistance to procure buses or rail car vehicle rolling stock from covered entities.

[1] Per Executive Order 14005 "Made in America Laws" means all statutes, regulations, rules, and Executive Orders relating to federal financial assistance awards or federal procurement, including those that refer to "Buy America" or "Buy American," that require, or provide a preference for, the purchase or acquisition of goods, products, or materials produced in the United States, including iron, steel, and manufactured products offered in the United States.

A3.1.2 Certification of Compliance with FAA Buy American Preference – Construction Projects

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with its proposal. The bidder or offeror must indicate how it intends to comply with 49 U.S.C. § 50101, BABA and other related Made in America Laws, U.S. statutes, guidance, and FAA policies, by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e., not both) by inserting a checkmark (ü) or the letter "X".

☐ Bidder or offeror hereby certifies that it will comply with 49 U.S.C. § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:

a) Only installing iron, steel and manufactured products produced in the United States;

b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.

c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or

d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

a) To provide to the Airport Sponsor or the FAA evidence that documents the source and origin of the iron, steel, and/or manufactured product.
b) To faithfully comply with providing U.S. domestic products.
c) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
d) Certify that all construction materials used in the project are manufactured in the U.S.

☐ The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 U.S.C. § 50101(a) but may qualify for a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

a) To the submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.

b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
d) To furnish U.S. domestic product for any waiver request that the FAA rejects.
e) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 2 Waiver (Nonavailability) - The iron, steel, manufactured goods or construction materials or manufactured goods are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire
b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;
c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

Type 3 Waiver – The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the "facility/project." The required documentation for a Type 3 waiver is:

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;
b) Listing of all manufactured products that are not comprised of 100 percent U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
d) Percentage of non-domestic component and subcomponent cost as compared to total "facility" component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver (Unreasonable Costs) - Applying this provision for iron, steel, manufactured goods or construction materials would increase the cost of the overall project by more than 25 percent. The required documentation for this waiver is:

a) A completed Content Percentage Worksheet and Final Assembly Questionnaire from
b) At minimum two comparable equal bids and/or offers;
c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;
d) Completed waiver applications for each comparable bid and/or offer.

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date	Signature
Company Name	Title

A3.1.3 Certification of Compliance with FAA Buy American Preference – Equipment/Building Projects

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 U.S.C. § 50101, and other Made in America Laws, U.S. statutes, guidance, and FAA policies by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (ü) or the letter "X".

☐ Bidder or offeror hereby certifies that it will comply with 49 U.S.C. § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:

a) Only installing steel and manufactured products produced in the United States;
b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.
c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

a) To provide to the Airport Sponsor or FAA evidence that documents the source and origin of the steel and manufactured product.
b) To faithfully comply with providing U.S. domestic product.
c) To furnish U.S. domestic product for any waiver request that the FAA rejects.
d) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

☐ The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 U.S.C. § 50101(a) but may qualify for a Type 3 waiver under 49 U.S.C. § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

a) To submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.
b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.

c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
d) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 2 Waiver (**Nonavailability)** - The iron, steel, manufactured goods or construction materials are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is:

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire
b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;
c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

Type 3 Waiver – The cost of the item components and subcomponents produced in the United States is more that 60 percent of the cost of all components and subcomponents of the "item". The required documentation for a Type 3 waiver is:

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;
b) Listing of all product components and subcomponents that are not comprised of 100 percent U.S. domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108 (products of unknown origin must be considered as non-domestic products in their entirety).
c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
d) Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver (Unreasonable Costs) - Applying this provision for iron, steel, manufactured goods or construction materials, would increase the cost of the overall project by more than 25 percent. The required documentation for this waiver is:

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire from
b) At minimum two comparable equal bidders and/or offerors;
c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;
d) Completed waiver applications for each comparable bid and/or offer.

False Statements: Per 49 U.S.C. § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date	Signature
Company Name	Title

A4 CIVIL RIGHTS - GENERAL

A4.1.1 General Clause that is used for Contracts, Lease Agreements, and Transfer Agreements

GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

A4.1.2 Specific Clause that is used for General Contract Agreements

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

A4.1.3 Specific Clause that is used for Lease Agreements or Transfer Agreements

If the Contractor transfers its obligation to another, the transferee is obligated in the same manner as the Contractor.

The above provision obligates the Contractor for the period during which the property is owned, used or possessed by the Contractor and the airport remains obligated to the Federal Aviation Administration.

A5 CIVIL RIGHTS – TITLE VI ASSURANCE

A5.1.1 Title VI Solicitation Notice

Title VI Solicitation Notice:

The (***Title of Recipient***), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4), 28 CFR § 50.3, and 49 CFR Part 21, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, all contractors will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of the owner's race, color, national origin, sex, creed, age, or disability in consideration for an award.

A5.1.2 Title VI List of Pertinent Nondiscrimination Acts and Authorities

Insert this list in every contract or agreement, unless the Sponsor has determined and the FAA concurs, that the contract or agreement is not subject to the Nondiscrimination Acts and Authorities. This list can be omitted if the FAA has determined that the contractor or company is already subject to nondiscrimination requirements, which is a rare occurrence.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq*., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR Part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964) including amendments thereto;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 *et seq*.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 .U.S.C. § 6101 *et seq*.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (P.L. 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR Parts 37 and 38;
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681, et seq).

A5.1.3 Nondiscrimination Requirements/Title VI Clauses for Compliance

The Sponsor must include this contract clause in:

1) Every contract or agreement (unless the Sponsor has determined, and the FAA concurs, that the contract or agreement is not subject to the Nondiscrimination Acts and Authorities); and

2) Service contracts with utility companies that are not already subject to substantively identical nondiscrimination requirements.

3) Other types of contracts with utility companies involving property covered by A5.4.2, A5.4.3, or A5.4.4.

Compliance with Nondiscrimination Requirements:

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin), creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21 including amendments thereto.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain

compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance: In** the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

    a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or

    b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto (***Title of Sponsor***) and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the (***Title of Sponsor***), its successors and assigns.

The (***Title of Sponsor***), in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the (***Title of Sponsor***) will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the Federal Aviation Administration and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

A5.1.4 Title VI Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program

This applies to agreements such as leases of concession space in a terminal and any future deeds, leases, licenses, permits, or similar instruments entered into by the Sponsor with other parties for the construction or use of, or access to, space on, over, or under real property acquired or improved under the Airport Improvement Program.

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by (***Title of Sponsor***) pursuant to the provisions of the Airport Improvement Program grant assurances.

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Title VI List of Pertinent Nondiscrimination Acts and Authorities.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, (***Title of Sponsor***) will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, (***Title of Sponsor***) will there upon revert to and vest in and become the absolute property of (***Title of Sponsor***) and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

A6 CLEAN AIR AND WATER POLLUTION CONTROL

CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceed $150,000.

A7 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime Requirements.

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

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of $33 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

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

4. Subcontractors.

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

A8 COPELAND "ANTI-KICKBACK" ACT

COPELAND "ANTI-KICKBACK" ACT

Contractor must comply with the requirements of the Copeland "Anti-Kickback" Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

A9 DAVIS-BACON REQUIREMENTS

DAVIS-BACON REQUIREMENTS

1. Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under regulations implementing the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination;

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding. The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the Contractor, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR § 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall only need to include an individually identifying number for each employee (*e.g.,* the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at *https://www.dol.gov/agencies/whd/government-contracts/construction/payroll-certification* or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

(2) That each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the “Statement of Compliance” required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Sponsor, the Federal Aviation Administration, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR § 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any

craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at no less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

5. Compliance with Copeland Act Requirements.

The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts.

The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR §§ 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR § 5.5.

7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR § 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC § 1001.

A10 DEBARMENT AND SUSPENSION

A10.1.1 Bidder or Offeror Certification

CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

A10.1.2 Lower Tier Contract Certification

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds $25,000 as a "covered transaction", must confirm each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally-assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: http://www.sam.gov.
2. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

A11 DISADVANTAGED BUSINESS ENTERPRISE

A11.1.1 Solicitation Language (Solicitations with a DBE Contract Goal)

For traditional design-bid-build projects, the decision on whether DBE information is a matter of responsiveness or responsibility is laid out in the Sponsor's approved DBE program and the Sponsor should incorporate the applicable solicitation language accordingly. Special procedures apply in the case of negotiated procurements and for projects that follow the Design-Build method of procurement. In all cases, Sponsors should include only the applicable solicitation language from the examples below.

Bid Information Submitted as a matter of **responsiveness**:

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53.

As a condition of responsiveness, the Bidder or Offeror must submit the following information with its proposal on the forms provided herein:

1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
2) A description of the work that each DBE firm will perform;
3) The dollar amount of the participation of each DBE firm listed under (1);
4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal
5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26 including any amendments thereto. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

Bid Information submitted as a matter of **responsibility**:

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53.

As a condition of responsibility, every Bidder or Offeror must submit the following information on the forms provided herein within five days after bid opening.

1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
2) A description of the work that each DBE firm will perform;
3) The dollar amount of the participation of each DBE firm listed under (1);

4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal;
5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR Part 26 including any amendments thereto. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

Bid Information requirements for **negotiated procurements**:
In a negotiated procurement, such as a procurement for professional services, the Sponsor may allow the bidder/offeror to make a contractually binding commitment to meet the goal at the time of bid submission or the presentation of initial proposals but provide the information required under the above *responsiveness* or *responsibility* procedures before the final selection for the contract is made by the recipient.

Bid Information submitted for **Design-Build projects**:
In a design-build contracting situation, in which the Sponsor solicits proposals to design and build a project with minimal project details at time of letting, the Sponsor may set a DBE goal that proposers must meet by submitting a DBE Open-Ended DBE Performance Plan (OEPP) with the proposal. The OEPP replaces the requirement to provide the information required in paragraph (b) of 49 CFR § 26.53 that applies to design-bid-build contracts. To be considered responsive, the OEPP must include a commitment to meet the goal and provide details of the types of subcontracting work or services (with projected dollar amount) that the proposer will solicit DBEs to perform. The OEPP must include an estimated time frame in which actual DBE subcontracts would be executed. Once the design-build contract is awarded, the recipient must provide ongoing monitoring and oversight to evaluate whether the design-builder is using good faith efforts to comply with the OEPP and schedule. The recipient and the design-builder may agree to make written revisions of the OEPP throughout the life of the project, *e.g.*, replacing the type of work items the design-builder will solicit DBEs to perform and/or adjusting the proposed schedule, as long as the design-builder continues to use good faith efforts to meet the goal.

A11.1.2 Solicitation Language (Solicitations with No DBE Contract Goal)

The requirements of 49 CFR Part 26 including any amendments thereto apply to this contract. It is the policy of the [Insert Name of Owner] to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

A11.1.3 Prime Contracts (Contracts Covered by a DBE Program)

Contract Assurance (49 CFR § 26.13; mandatory text provided) –

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26, including any amendments thereto, in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

1) Withholding monthly progress payments;
2) Assessing sanctions;
3) Liquidated damages; and/or
4) Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (49 CFR § 26.29; acceptable/sample text provided) –

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than [specify number of days, not to exceed 30] days from the receipt of each payment the prime contractor receives from [Name of recipient]. The prime contractor agrees further to return retainage payments to each subcontractor within [specify number of days, not to exceed 30] days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the [Name of Recipient]. This clause applies to both DBE and non-DBE subcontractors.

Termination of DBE Subcontracts (49 CFR § 26.53(f); acceptable/sample text provided) –

The prime contractor must not terminate a DBE subcontractor listed in response to [include Solicitation paragraph number where paragraph A11.3.1, Solicitation Language appears] (or an approved substitute DBE firm) without prior written consent of [Name of Recipient]. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent [Name of Recipient]. Unless [Name of Recipient] consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

[Name of Recipient] may provide such written consent only if [Name of Recipient] agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR § 26.53.

~~Before transmitting to [Name of Recipient] its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to [Name of Recipient], of its intent to request to terminate and/or substitute, and the reason for the request.~~

~~The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise [Name of Recipient] and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why [Name of Recipient] should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), [Name of Recipient] may provide a response period shorter than five days.~~

~~In addition to post-award terminations, the provisions of this section apply to pre-award deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.~~

A12 DISTRACTED DRIVING

TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding $15,000 that involve driving a motor vehicle in performance of work activities associated with the project.

A13 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act P.L. 115-232, § 889(f)(1)).

A14 DRUG FREE WORKPLACE REQUIREMENTS

A14.1 CONTRACT CLAUSE

None.

A15 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR Part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The *Contractor* has full responsibility to monitor compliance to the referenced statute or regulation. The *Contractor* must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

A16 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

CERTIFICATION REGARDING LOBBYING

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

A17 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

A18 PROCUREMENT OF RECOVERED MATERIALS

PROCUREMENT OF RECOVERED MATERIALS

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

1) The contract requires procurement of $10,000 or more of a designated item during the fiscal year; or
2) The contractor has procured $10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
b) Fails to meet reasonable contract performance requirements; or
c) Is only available at an unreasonable price.

A19 RIGHT TO INVENTIONS

RIGHTS TO INVENTIONS

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 CFR § 401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

A20 SEISMIC SAFETY

A20.1.1 Professional Service Agreements for Design

SEISMIC SAFETY

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a "certification of compliance" that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

A20.1.2 Construction Contracts

SEISMIC SAFETY

The Contractor agrees to ensure that all work performed under this contract, including work performed by subcontractors, conforms to a building code standard that provides a level of seismic safety substantially equivalent to standards established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety.

A21 TAX DELINQUENCY AND FELONY CONVICTIONS

CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (ü) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

1) The applicant represents that it is ( ) is not ( ) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2) The applicant represents that it is ( ) is not ( ) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the Sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

A22 TERMINATION OF CONTRACT

A22.1.1 Termination for Convenience

TERMINATION FOR CONVENIENCE (CONSTRUCTION & EQUIPMENT CONTRACTS)

The Owner may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

1. Contractor must immediately discontinue work as specified in the written notice.
2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
3. Discontinue orders for materials and services except as directed by the written notice.
4. Deliver to the Owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work, and as directed in the written notice.
5. Complete performance of the work not terminated by the notice.
6. Take action as directed by the Owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay Contractor for:

1. Completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
2. Documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;
3. Reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
4. Reasonable and substantiated expenses to the Contractor directly attributable to Owner's termination action.

Owner will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner's termination action.

The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

TERMINATION FOR CONVENIENCE (PROFESSIONAL SERVICES)

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

A22.1.2 Termination for Default

TERMINATION FOR CAUSE (CONSTRUCTION)

Section 80-09 of FAA Advisory Circular 150/5370-10 establishes standard language for conditions, rights, and remedies associated with Owner termination of this contract for cause due to default of the Contractor.

TERMINATION FOR CAUSE (EQUIPMENT)

The Owner may, by written notice of default to the Contractor, terminate all or part of this Contract for cause if the Contractor:

1. Fails to begin the Work under the Contract within the time specified in the Notice- to-Proceed;
2. Fails to make adequate progress as to endanger performance of this Contract in accordance with its terms;
3. Fails to make delivery of the equipment within the time specified in the Contract, including any Owner approved extensions;
4. Fails to comply with material provisions of the Contract;
5. Submits certifications made under the Contract and as part of their proposal that include false or fraudulent statements; or
6. Becomes insolvent or declares bankruptcy.

If one or more of the stated events occur, the Owner will give notice in writing to the Contractor and Surety of its intent to terminate the contract for cause. At the Owner's discretion, the notice may allow the Contractor and Surety an opportunity to cure the breach or default.

If within [10] days of the receipt of notice, the Contractor or Surety fails to remedy the breach or default to the satisfaction of the Owner, the Owner has authority to acquire equipment by other procurement action. The Contractor will be liable to the Owner for any excess costs the Owner incurs for acquiring such similar equipment.

Payment for completed equipment delivered to and accepted by the Owner shall be at the Contract price. The Owner may withhold from amounts otherwise due the Contractor for such completed equipment, such sum as the Owner determines to be necessary to protect the Owner against loss because of Contractor default.

Owner will not terminate the Contractor's right to proceed with the work under this clause if the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such acceptable causes include: acts of God, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, and severe weather events that substantially exceed normal conditions for the location.

If, after termination of the Contractor's right to proceed, the Owner determines that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the Owner issued the termination for the convenience the Owner.

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

TERMINATION FOR CAUSE (PROFESSIONAL SERVICES)

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) **Termination by Owner**: The Owner may terminate this Agreement for cause in whole or in part, for the failure of the Consultant to:
   1. Perform the services within the time specified in this contract or by Owner approved extension;
   2. Make adequate progress so as to endanger satisfactory performance of the Project; or
   3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

   Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

   Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

   Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

b) **Termination by Consultant**: The Consultant may terminate this Agreement for cause in whole or in part, if the Owner:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
3. Suspends the project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Consultant is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

A23 TRADE RESTRICTION CERTIFICATION

TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

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

2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

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

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
3) who incorporates in the public works project any product of a foreign country on such USTR list.

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

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

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

A24 VETERAN'S PREFERENCE

VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within 49 U.S.C. § 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

A25 DOMESTIC PREFERENCES FOR PROCUREMENTS

CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

A26 PROHIBITION OF COVERED UNMANNED AIRCRAFT SYSTEMS (UAS)

The Bidder or Offeror certifies that they are aware of and comply with relevant Federal statutes and regulations, including those from the Federal Aviation Administration (FAA), for operating unmanned aircraft systems (UAS) in accordance, and in compliance with all related requirements in the FAA Reauthorization Act of 2024 (Public Law 118-63), section 936 (49 U.S.C. § 44801 note).

Contractor warrants that all UAS operations will be conducted in full compliance with all applicable Federal Aviation Administration (FAA) regulations, including but not limited to 14 CFR Part 107, and any other applicable local, state, or Federal laws and regulations.

Sponsors and subgrant recipients cannot use AIP grant funds to enter into, extend, or renew a contract related to covered unmanned aircraft systems (UAS). This includes both procurement and operational contracts, as well as contracts with entities that operate such systems.

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SECTION 130
SPECIAL PROVISIONS

1.0 CONTRACT DOCUMENTS. This section of these specifications is a part of the Contract Documents as defined in the General Provisions. All applicable parts of the balance of the Contract Documents are equally as binding for this as for all other sections.

2.0 GENERAL. The special requirements set forth in this section of these specifications shall govern any aspect of the contract work which such requirements are deemed applicable by the Owner or the Engineer. The purpose of these requirements is to ensure that the contract work does not damage private property or create any hazard to aircraft operations, and point out special coordination or schedule conditions that the Contractor should be aware of. It shall be the Contractor's responsibility to conduct all work in strict accordance with the special requirements set forth herein and to fully cooperate with the Owner and the Engineer in every way necessary to fulfill the purposes of these requirements.

All civil construction and earthwork to be accomplished in accordance with FAA Advisory Circulars 150/5370-10 Standards for Specifying Construction of Airports, 150/5370-7, Airport Construction Controls to prevent Air and Water Pollution, and FAA Advisory Circular 150/5320-5, Airport Drainage, latest versions, as applicable to the project.

3.0 STRUCTURAL STANDARDS. Refer to Structural General Notes sheet and Specification Section 13120 Pre-Engineered Metal Building for the applicable standards.

4.0 DESCRIPTION OF WORK. The project consists of, but is not limited to, the following primary sub-elements:

Construct a new FAA-certified Rotating Airport Beacon including but not limited to structural support foundation, tower, beacon head, obstruction lights, control, connections, grounding, detection tape, conduit, counterpoise, electrical and civil site work, equipment, labor, parts, delivery, testing, training and support, close-out/as-built documentation, and warranties, etc., as specified.

Attention shall be directed to the balance of these Contract Documents for more specific information on the work to be performed. All construction and materials will be specified in more detail on the drawings and hereinafter.

5.0 SITE EXAMINATION. The Contractor's attention is called to Section 20-6 of the General Provisions which requires all Bidders to examine the project site prior to submission of a proposal.

6.0 CONSTRUCTION SEQUENCE AND CONTRACT TIME. Upon execution of the Contract(s), the Owner shall issue a written "Notice To Proceed" which will specify an effective date for the Contractor(s) to commence work. Between the execution of the Contract and the date specified for the commencement of work, the Contractor shall prepare and submit the materials, equipment and work schedules as specified in the various sections of these specifications. Upon approval of the materials and equipment schedules by the Owner's Representative, the Contractor shall proceed with the ordering of the materials and equipment. The Contractor shall notify the Owner's Representative of the receipt of any materials and equipment and of any changes in the delivery schedules. During this period, the Contractor shall

install the Owner's Representative's field office and may bring equipment and materials into the Contractor's staging area. All work under this Contract must be completed within the number of calendar days stated herein below of the date specified in the written "Notice To Proceed":

The number of calendar days for the completion of the Bid Schedules is presented as follows:

Segment	**Contract Time****
All Bid Schedules	***90 Calendar Days – Procurement****
	90 Calendar Days – Substantial Completion
	30 Calendar Days – Final Completion
	***120 Calendar Days Total Construction Time ** ***

** Procurement will be conducted in advance of construction and not included in physical construction time.

7.0 LIQUIDATED DAMAGES. If the work remains incomplete after the time specified in paragraph 1-5.0 for the completion of all work, the Contractor shall pay the Owner as liquidated damages the sum of ***Five Hundred Dollars ($500.00)*** per calendar day for each and every calendar day that the work remains incomplete beyond the above specified time as provided in the General Provisions.

Following are the general objectives that must be attained in order to minimize time and economic loss to the aviation community, airline passengers, and construction contractors:

- Keep the airport operational for all user aircraft
- Minimize flight operation delays
- Maintain safety of aircraft operations
- Minimize delays to contractor activities
- Minimize aircraft operations and construction activity conflicts

8.0 SCHEDULING OF WORK. Prior to commencement of any work, the Contractor must confer with the Airport operator to assure that the scheduling of construction activities in conjunction with aircraft operations is fully understood.

9.0 WORKING NEAR RUNWAYS AND/OR TAXIWAYS. Normal airport operations will be conducted on the airfield during construction and the work shall be carried on in such a manner as not to interfere with the necessary operation of the airport. The Contractor shall take all precautions necessary to ensure the safety of operating aircraft as well as his own equipment and personnel.

No construction operations shall be carried on within 39.5 feet (12 m) from the centerline of any taxiway or within 75 feet (76 m) of the centerline of any active runway or within the limits of active runway approach zones unless prior approval has been obtained. When permission has been granted to work inside these limits, no equipment shall be left within the lines when not actually working. During lunch hour or other breaks in the daily work schedule, nights, weekends, and the days when work is not permitted or is not progressing, the equipment shall be located outside of these restriction lines. All booms shall be lowered when the equipment is not in operation. No construction operations, including an open flame such as welding or burning, shall be carried on near any aircraft.

10.0 LIMITATION ON CONSTRUCTION.

(a) Open-flame welding or torch cutting operations is prohibited unless adequate fire and safety precautions are provided by the Contractor and have been approved by the airport operator.

(b) Open trenches, excavations and stockpiled material at the construction site will be prominently marked by red flags and lighted by light units (acceptable to the Airport Operator and the FAA) during the hours of restricted visibility and/or darkness.

(c) Stockpiled material will be constrained in a manner to prevent movement resulting from aircraft blast or wind conditions in excess of 10 knots.

(d) The fire department will be notified when construction could alter or block access routes.

(e) Local regulations regarding noise abatement will be adhered to.

(f) Where construction involves areas requiring maintenance of traffic with lighting and/or signage, the manual on Uniform Traffic Control Devices for Streets and Highways shall be followed.

11.0 OBSTRUCTIONS TO NAVIGATION. Penetration of approach/departure clearance surfaces and the transitional surfaces shall not be allowed without advance notification of the Project Engineer and approval by the Airport Operator and FAA. This includes any penetrations whatsoever by the Contractor including but not limited to motor vehicles, cranes, other construction equipment, structures, stockpiled materials, rock, aggregates, excavated earth, etc.

When such penetration is unavoidable they shall be brought to the attention of the FAA, the Airport Operator and the Engineer as far in advance as is practical to allow Notices to Airmen (NIGHTTIME) to be prepared and distributed to appropriate FAA divisions for publication and distribution.

12.0 TAXIWAY CLEARANCES. Large aircraft wings extend beyond the edges of paved taxiways when they are taxiing. It is therefore critical that no construction vehicles, equipment, or materials enter or be placed within taxiway obstacle free areas without prior approval from the Airport Owner, FAA and the Engineer. It is required during construction activities, taxiway obstacle free areas be flagged and lighted in critical areas of construction activity by the Contractor. The flagging alignments will be designated by the Airport Owner and the Engineer. When safety and obstacle free areas must be infringed upon by construction activities for extended periods of time, plans of infringements will be agreed by the Contractor with the Engineer, Airport Owner and FAA adequately in advance so that NOTAMS may be issues and airlines informed.

When required and approved, taxiways may be closed and aircraft detoured. Figure 1 depicts typical taxiway clearance and flagging requirements.

13.0 NAVIGATIONAL AIDS. Any unplanned, unapproved or accidental shutdown of any navigational aid requires immediate notification of the Airport Owner, and the FAA by the Engineer and the Contractor.

14.0 DEBRIS, DIRT, ETC. ON APRON, RUNWAY OR TAXIWAYS. Aprons, runways and taxiways shall be kept free of all debris, dirt, etc. at all times. Any accidental spillage of excavation or other materials shall be cleaned up immediately by the contractor after prompt notification by the Airport Owner or the Engineer. A program of regular apron and taxiway inspection will be planned by the Airport Owner, the Engineer and the Contractor. Inspections shall be made before the time for commencement of normal aircraft operations and more frequently if construction activities are of a nature that debris may accumulate on runway, taxiways or aprons.

15.0 STORAGE OF EQUIPMENT, MATERIAL OR EXCAVATION. The Contractor shall not store materials or park equipment in aircraft operational areas when the equipment or material is not in use or about to be installed. Material or equipment in use, in operation areas must be stored or parked in a manner that they may be quickly removed to accommodate aircraft operations.

No vehicles, equipment or material shall be operated or stored within 500' of the centerline of existing runway pavement or 65.5' of the centerline of existing taxiway pavement. A line 65.5' from the centerline of the existing taxiway or apron pavements will be flagged and lighted as required in AC 150/5370-2, latest edition, by the contractor.

Space will be made available at the site for the temporary field offices of the Contractor (and his subcontractor) and for storage of construction equipment and materials. The Contractor (and his subcontractor) shall provide all necessary temporary fencing and gates to protect materials from theft. The Contractor shall make arrangements with the Engineer for space for his own needs and the needs of his subcontractors.

16.0 GROUND VEHICLE TRAFFIC CONTROL.

(a) When any vehicle other than those routinely used in the aircraft movement area and runway approach area is required to travel over any portion of that area, it should be escorted by a vehicle properly identified to operate in the area or provided with a flag on a staff so attached to the vehicle so that the flag will be readily visible. The flag should be not less than 3 feet square consisting of a checkered pattern on international orange and white squares of not

less than 1 foot on each side and displayed in full view above the vehicle. A flag or escort vehicle is not required for vehicles which have been painted, marked and lighted for routine use on aircraft movement areas. Any vehicle operating on the movement area during the hours of darkness should be equipped with a flashing dome-type light, the color to be in accordance with local and/or state codes.

(b) Vehicular traffic crossing active movement areas must be controlled either by two-way radio with the Airport Traffic Control Tower's Ground Frequency (see safety notes plan), by escort, flagman, signal light or the means appropriate for the particular airport. The clearance should be confirmed by the driver's personal observation that no aircraft is approaching his position.

(c) All Contractor's vehicles shall have the company identification plainly visible on both sides of the vehicle in order to identify the vehicle. It may be desirable to clearly identify the vehicles for control purpose by either assigned initials or numbers prominently displayed on each side. The identifying symbols should be 8-inch minimum, black-type characters of a color easily read. They may be applied by use of tape or water soluble paint to facilitate removal.

(d) Security measures at the airport will require that Contractor employees park their personal cars in the area of the Contractor's storage area. Parking of personal cars at the site of the work will not be permitted. The Contractor, as a subsidiary obligation, shall provide adequate and safe transportation for his employees from the area where the cars are parked to and from the work area. Employees and drivers of work vehicles will be instructed as to proper access roads and will be cautioned that unauthorized use of aircraft pavements or other areas outside the designated work area may lead to their arrest and subsequent payment of fines.

(e) Trucks delivering material to an actual work area shall be provided with an escort.

17.0 APPLICABLE STANDARDS. Advisory Circular AC No. 150/5370-2 will be used as a guideline to assist in maintaining operational safety during construction activities. This document also refers to other applicable Advisory Circulars.

Federal Aviation Regulations - Part 77, not included herein, will also be used to define "Objects Affecting Navigable Airspace".

18.0 OSHA and OTHER SAFETY PRECAUTIONS. In addition to the safety requirements outlined thus far, all pertinent Occupational Safety and Health Administration rules shall be complied with. Specifically,

(a) Prior to each days work, the Contractor's supervisor should call the tower shift supervisor and inform him of that day's activities and where he will be working. The supervisor and one of his representatives shall have a two-way radio available at all times. It will be turned on any time work is underway adjacent to the terminal apron or any taxiway.

(b) The Contractor's supervisor shall be responsible for insuring all workmen comply with the Airport Security Program. He will control ingress and egress of his and subcontractor's personnel and ensure construction work gates remain locked or manned by a flagman at all times.

19.0 CONFINED SPACE ENTRY PROCEDURES. Contractor shall be aware of and follow proper confined space entry procedures as outlined by the National Institute for Occupational Safety and Health (NIOSH). Confined spaces are generally defined as spaces which:

1. Are NOT designed for continuous worker presence.
2. Have limited openings for entry or exit.
3. Have less than ideal natural ventilation.

The Contractor shall, as a minimum, have the following equipment on hand for use by his employees, subcontractors, inspectors, etc.:

3	Harnesses
3	40' Lengths of 5/8" Nylon Rope
3	Sets of Leather Gloves
3	Sets of Safety Glasses
1	Ventilation Blower
1	Tripod w/ Winch
1	Tri Gas Detectors of the latest approved models

Contractor shall make at least one person available as an assistant for all inspections in confined areas.

20.0 VIOLATIONS. The responsibilities of meeting the requirements of this Safety Plan rests with the Contractor. The Engineer, the appropriate FAA representative, and the Airport Operator each have the right to stop work at the Contractor's expense if violation of this plan is encountered.

21.0 EXISTING FAA CABLE PROTECTION. The local FAA Airway Facilities personnel will mark the cable alignment once prior to construction, thereafter, the cable alignment markings shall be maintained by the Contractor. The uncovering of the cables shall be performed in the presence of FAA local Airway Facilities personnel. A notice of 48 hours shall be given the FAA before commencing the excavation. Any cable that lays within the work areas shall be covered by planing or metal sheets to protect the cables from direct bearing pressure by heavy equipment. If the Contractor causes a disruption in FAA service due to cutting of the cable, he shall be liable for all costs of replacement plus a penalty fine of $500.00 (Five Hundred Dollars) per day of disruption.

22.0 PHASED CONSTRUCTION. The Contractor will submit a proposed construction schedule within 15 days of Notice to Proceed. He will include calendar dates and will phase schedule his work to minimize any conflict with normal airport operation. The Contractor's attention is directed to the General Site and Safety Plan of the Contract Drawings for more specific detail on phasing construction.

23.0 NIGHT WORK. All necessary equipment including lights, generators, etc., required for night work shall be supplied by the Contractor and no separate measurement or payment will be made for lighting equipment, but rather it shall be considered incidental to the various contract work items. The Contractor may elect to work night hours in order to complete the project within the given time.

Before commencing with night work, the Contractor shall demonstrate the capabilities of his lighting system to the Engineer. If the Engineer is not completely satisfied that adequate light is being provided the Contractor shall provide additional lighting apparatus to the Engineer's satisfaction before the Contractor is allowed to commence work.

24.0 PROJECT SCHEDULE. Upon execution of a contract for the designated Bid Schedule, the Contractor may proceed with preparation and submittal of shop drawings for approval and with subsequent ordering and fabricating of materials. When the Contractor is ready to commence work on the site, he shall inform the Owner who will issue a written "Notice to Proceed" which will specify an effective date for the Contractor to commence work at the site. All work under this contract must be completed within the time schedule, as shown on page 3 of this section, of the date specified in the written "Notice to Proceed". The Owner reserves the right to issue the "Notice to Proceed" at any time in order to preclude the Contractor from taking an extraordinary amount of time to prepare for work at the site.

The Contractor shall be required to submit a tentative schedule of how the work will be accomplished over the contract period. This tentative schedule shall provide for a minimal disruption of general aviation and no disruption to the existing aircraft parking areas.

Also, in accordance with paragraph 80-02 of Section 80, the Contractor shall notify the Engineer at least 48 hours is the time required by the Owner to issue a proper Notice to Airmen (NOTAM) of the pending construction activities. The Contractor shall coordinate his overall schedule with the other contractors through the Owner. The Contractor's daily schedule must be coordinated with the Owner and the Engineer.

25.0 WEEKLY SCHEDULE UPDATE REQUIRED. To facilitate the specific requirements and intent of this section, the Contractor shall prepare and submit weekly, a schedule of operations for the following work week. The schedule shall be given to the Engineer by the end of the work week preceding the week covered by the schedule. The weekly schedules shall be subject to the approval of the Engineer, and shall include as a minimum, the following:

1. Major work items to be accomplished.
2. Number of men to be on site.
3. Type and quantity of equipment to be on site.
4. Areas of the site where construction is scheduled.
5. Any anticipated closing of facilities which will be required.
6. Other information requested by the Owner or Engineer.

The Engineer may disallow work in areas not included in the current work schedule.

26.0 HAUL ROUTES AND AIRPORT ACCESS FOR CONSTRUCTION. When public roads and highways must be used for haul routes, it will become the contractor's responsibility to obtain the proper permits needed for this function and to obey all rules and regulations pertinent to the public roads and highways. The Contractor shall be responsible for keeping the haul routes, including state, Owner, and county roads, swept clean of any debris introduced by his construction equipment.

Haul routes on the airport shall be as shown on the Contract Drawings or as directed by the Engineer. Access to the construction areas shall be in accordance with the General Site and Safety Plan of the Contract Drawings. Trucks loaded in the construction areas shall have loads trimmed as necessary to ensure that no particles, stones, or debris will fall off.

All paved haul routes or access roads shall be kept clean at all times to prevent the accumulation of dirt and mud and the generation of dust by sweeping, washing or other methods directed by the Engineer. Unpaved haul roads, if any, shall be maintained by blading and filling when directed by the Engineer, and dust shall be controlled at all times.

All haul roads disturbed shall be restored to their original or better condition before the Project will be considered complete. No separate payment will be made for the construction, repair and maintenance, including dust control of haul and access roads, and all costs thereof shall be included in the contract price for the various work.

27.0 STORAGE AREA AND EQUIPMENT AREA. The areas for the location of all of the Contractor(s)'s Field Offices and for storing materials and servicing, repairing and parking construction equipment are located where shown on the drawings. All material to be used in the work shall be stored in these areas. The Owner will not be responsible for any vandalized equipment or material stored in the Airport property. Any area occupied by the Contractor shall be maintained in a clean and orderly condition satisfactory to the Engineer. Particular attention shall be given to the elimination of combustible rubbish or debris in the areas, and none shall be left exposed overnight or at other periods of time the work is shut down. At the completion of the contract, all Contractor's and subcontractor's facilities will be removed promptly in a workmanlike manner, and the area left clean and free of all debris or surplus material.

28.0 APPROVAL OF SUBCONTRACTORS. The names of the subcontractors shall be submitted for approval. The Contractor shall submit a list of recent work of similar scope and nature that the proposed subcontractor has successfully completed. Failure of the Contractor to prove to the satisfaction of the Engineer that the subcontractor he proposes has expertise in the services to be performed will be cause for rejection.

~~**29.0 ENGINEER'S FIELD OFFICE AND SANITARY FACILITIES**. Contractor shall furnish prior to beginning construction and maintain during construction of the improvements embraced in the contract a suitable field office for the Engineer at the site of the work. The location of the field office shall be approved by the Engineer. The Contractor shall maintain the office during construction and remove it upon completion of the work.~~

~~The office shall be equipped with electric lights, heating and air conditioning facilities and telephone service. The field office shall contain not less than 150 square feet of floor area and shall be provided with glazed and screened windows. Each door shall be equipped with locks. The office shall be equipped with the following furniture:~~

~~1 - standard size flat top desk~~
~~1 - table at least 2 feet 6 inches wide and 5 feet long~~
~~1 - desk chair, 1 straight chair, and 1 drafting stool~~
~~1 - drafting table~~
~~1 - shelving, closets and plan racks as may be required~~
~~1 - telephone and 1- fax machine or combination device~~
~~1 - telephone message recorder~~
~~1 - copier (may be shared in Contractor's office)~~
~~1 - at least one reverse cycle air conditioner capable of~~

~~maintaining the office at 72 degrees F.~~

~~The above Contractor shall be assessed $800 per day for each day that the field office is not installed, while construction has started.~~

~~The Contractor awarded the contract shall pay all copying, telephone, heating, and electric bills applicable to the Contract incurred by the Engineer in the field office, except for ***personal*** long distance toll calls. Any long distance toll calls for project business purposes shall be borne by the Contractor.~~ ***An Engineer's Field Trailer will NOT be required on this project.***

30.0 DISPOSAL SITE FOR SURPLUS AND UNSUITABLE MATERIALS. ~~A disposal site for excavated surplus and unsuitable material will be available as shown on the plans or as otherwise specified or may be designated by the Owner prior to construction. The material if disposed of on airport property shall be maintained at a uniform height and shall be sloped and graded to drain. The area shown on the plans shall be graded level and compacted with a vibratory roller. Concrete debris and pavement excavation to be disposed of shall not exceed 4 feet in the maximum dimension and shall be buried and covered with the excavated materials.~~ ***No disposal site is authorized for this project. All unsuitable, unused, or unnecessary waste materials shall be hauled off of Airport property and legally disposed by the Contractor. The Engineer shall determine with the RPR what materials are unsuitable by testing provided by the Contractor. The Airport reserves the first right of refusal to accept any unused, non-hazardous excess materials at***

31.0 COORDINATION WITH OTHERS. It is essential that work under this contract be coordinated with other Contractors, the Owner, county, and/or utilities companies which may be performing other work on or adjacent to the airport.

32.0 AIRCRAFT BARRICADES. The Contractor shall furnish and place as required, lighted barricades to clearly define work areas to aircraft operators. The barricades shall be placed as shown on the plans or as directed by the Engineer. The barricades shall be low profile type, a maximum of 24 inches high (including flag heights), shall be bright reflective red and white, with red and white striped or checkered flags, and shall be lighted with red reflective lights. No open flame lighting shall be used. All temporary lights and barricades shall be weighted against jet blast (100 mph). Barricades shall be placed no more than 8 feet apart.

Barricades shall be maintained throughout each calendar day for the duration of the project. Should moving the position of barricades to accomplish a day's work be necessary, the original position of the barricades shall be restored at each day's end.

33.0 MEASUREMENT AND PAYMENT. No separate measurement or payment will be made for the provisions of physical facilities or the compliance with requirements under this section of these specifications except for stated allowances. The provision of facilities and compliance with requirements covered by this section of these specifications shall be included in the unit price bid for mobilization.

34.0 MATERIALS, WORKMANSHIP, AND EQUIPMENT SPECIFICATIONS. Unless otherwise specifically provided for in the Technical Specifications, all workmanship, equipment, materials and articles incorporated in the work shall be new and the best grade of the respective kinds for the purpose. Where equipment, materials, articles, or workmanship are referred to in the Technical Specifications, as “equal to” or of a particular standard, the Owner’s authorized representative shall decide the question of equality.

All materials, equipment, parts, and assemblies thereof, entering into the work shall be new and tested as specified. Unless waived in writing by the Owner, all field and operating tests shall be made in the presence of the Owner’s authorized representative. When such a waiver is issued, a sworn statement in duplicate of the test made and the results thereof shall be furnished to the Owner by the Contractor or manufacturer. Costs of all test and trials specified hereto, other than laboratory tests, and with the exception of the Owner’s expenses shall be borne by the Contractor and shall be included in the Contract price.

All workmanship and materials shall be of the highest quality. The equipment shall be the product of a manufacturer who is experienced and skilled in the field with an established record of research and development. No equipment will be considered unless the manufacturer has designed and manufactured equipment of comparable type and size for at least five (5) years.

The Contractor shall furnish to the Owner for approval the manufacturer’s detailed specifications for all machinery, mechanical and other special equipment which he contemplates installing together with full information as to type, performance characteristics, and all other pertinent information as required, and shall likewise submit for approval as required full information concerning all other materials or articles which he proposes to incorporate in the work.

Machinery, mechanical, and other equipment, materials, or articles installed or used without such prior approval shall be at the risk of subsequent rejection.

Materials specified by reference to the number or symbol of a specific standard, such as ASTM standard, AASHTO standard, an FDOT specification, a Federal specification, the requirements in the Structural General Notes and Specification Section 13120 Pre-Engineered Metal Building. Underwriter’s Laboratories number, Construction Specifications Institute specification, or other similar standard, shall conform and comply with requirements in the latest revision thereof, and any amendment or supplements thereto in effect on the date of the Instruction to Bidders, except as limited to type, class or grade, or modified in such reference. The standards referred to, except as modified in the Technical Specifications shall have full force and effect as though printed therein.

The Owner may require the Contractor to dismiss from the work such employee or employees as the Owner may deem incompetent, careless, or insubordinate.

35.0 CARE AND PROTECTION OF THE WORK. The Contractor shall be responsible for all damages to persons or property that occur as the result of its fault or negligence in connection with the prosecution of the work. The Contractor shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance, whether or not the same has been covered in whole or in part by payments made by the Owner.

The Contractor shall shore up, brace, underpin, secure, and protect as may be necessary, all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be in any way effected by the excavations or other operations connected with the construction of the improvements embraced by this Contract. The Contractor shall be responsible for the giving of any and all required notices to any adjoining or adjacent property owners or other party before commencement of any work. The Contractor shall indemnify and hold harmless the Owner from any damages on account of settlement or the loss of lateral support of adjoining or adjacent properties, and from all loss or expense and all damages for which the Owner may become liable in consequence of such injury or damages to adjoining and adjacent structures and/or their premises.

36.0 DEWATERING AND STORM-WATER ABATEMENT. The contractor shall maintain and protect the project from storm-water runoff and ground water at all times. The contractor shall provide all the necessary men, materials, and equipment necessary for construction of the project in dry conditions for the entire duration of the project. If no specific pay item is provided for dewatering, the contractor shall include money in other bid items for the cost of dewatering the site. The Owner will not be responsible for delays or other problems caused by groundwater welling or storm-water runoff, due to the negligence of the contractor in providing the proper dewatering efforts necessary to build the project. The contractor is responsible for making all inquiries, examinations of the site, and requests for geotechnical information available regarding groundwater and storm-water runoff.

The contractor shall provide a temporary dewatering plan to the Engineer for review a minimum of 14 calendar days prior to the start of construction. The plan should incorporate any ditches, dikes, dams, swales, well points, sock pipes, ditch blocks, pumps, alum drips, hay bales, silt fences, concrete ditch paving, or any other features necessary for construction of the project in dry conditions with regard to ground-water; and necessary for the mitigation of storm-water run-off during a storm event. This would include any features necessary over and above those designed by the Engineer for the project.

The Engineer is not responsible for the sequencing, phasing, or means and methods of construction. The means and methods of providing groundwater dewatering and storm-water runoff abatement is the responsibility of the contractor. However, storm-water structures and dewatering features shall be constructed in the earliest point of the project possible so as to prevent detrimental effects from groundwater and storm-water run-off. The exact timing of such preventative constructions are the responsibility of the contractor.

It is the contractor’s responsibility to prevent all upstream and downstream flooding of all properties and structures during the entire duration of the project. The contractor shall maintain and protect all existing, proposed, and temporary storm-water structures for the entire duration of the project in good working order so as to prevent such flooding.

The contractor shall provide the dewatering and storm-water run-off abatement men, materials, and equipment at no additional cost to the Owner above that specified in the executed contract.

37.0 CONSTRUCTION SAFETY AND PHASING PLAN (CSPP). The contractor shall fully comply with all safety requirements as indicated in the Construction Safety and Phasing Plan (CSPP) drawings included in the construction plans, as well as the approved CSPP document. The approved CSPP document submitted and approved by the FAA forms a part of these contract documents, whether physically attached or not, and will be made available to the contractor upon request. The report documentation describes in detail the additional requirements to preserve safety during the project, and is considered a supplement to the plans.

In addition to the CSPP documentation, the contractor is required to read and comply with Advisory Circular 150\5370-2, *Operational Safety on Airports During Construction*, latest edition. Refer also to the remainder of these General Provisions.

As part of the submittals process prior to construction, the contractor shall submit the Safety Plan Compliance Document (SPCD), to the Engineer for review and approval.

END OF SECTION 130

TECHNICAL SPECIFICATIONS

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SECTION C-100 CONTRACTOR QUALITY CONTROL PROGRAM (CQCP)

1.1 GENERAL. Quality is more than test results. Quality is the combination of proper materials, testing, workmanship, equipment, inspection, and documentation of the project. Establishing and maintaining a culture of quality is key to achieving a quality project. The Contractor shall establish, provide, and maintain an effective Contractor Quality Control Program (CQCP) that details the methods and procedures that will be taken to assure that all materials and completed construction required by this contract conform to contract plans, technical specifications and other requirements, whether manufactured by the Contractor, or procured from subcontractors or vendors. Although guidelines are established and certain minimum requirements are specified here and elsewhere in the contract technical specifications, the Contractor shall assume full responsibility for accomplishing the stated purpose.

The Contractor shall establish a CQCP that will:

a. Provide qualified personnel to develop and implement the CQCP.

b. Provide for the production of acceptable quality materials.

c. Provide sufficient information to assure that the specification requirements can be met.

d. Document the CQCP process.

The Contractor shall not begin any construction or production of materials to be incorporated into the completed work until the CQCP has been reviewed and approved by the Resident Project Representative (RPR). No partial payment will be made for materials subject to specific quality control (QC) requirements until the CQCP has been reviewed and approved.

The QC requirements contained in this section and elsewhere in the contract technical specifications are in addition to and separate from the quality assurance (QA) testing requirements. QA testing requirements are the responsibility of the RPR or Contractor as specified in the specifications.

A Quality Control (QC)/Quality Assurance (QA) workshop with the Engineer, Resident Project Representative (RPR), Contractor, subcontractors, testing laboratories, and Owner's representative must be held prior to start of construction. The QC/QA workshop will be facilitated by the Contractor. The Contractor shall coordinate with the Airport and the RPR on time and location of the QC/QA workshop. Items to be addressed, at a minimum, will include:

a. Review of the CQCP including submittals, QC Testing, Action & Suspension Limits for Production, Corrective Action Plans, Distribution of QC reports, and Control Charts.

b. Discussion of the QA program.

c. Discussion of the QC and QA Organization and authority including coordination and information exchange between QC and QA.

d. Establish regular meetings to discuss control of materials, methods and testing.

e. Establishment of the overall QC culture.

1.2 DESCRIPTION OF PROGRAM.

a. General description. The Contractor shall establish a CQCP to perform QC inspection and testing of all items of work required by the technical specifications, including those performed by subcontractors. The CQCP shall ensure conformance to applicable specifications and plans with respect to materials, off-site fabrication, workmanship, construction, finish, and functional performance. The CQCP shall be effective for control of all construction work performed under this Contract and shall specifically include surveillance and tests required by the technical specifications, in addition to other requirements of this section and any other activities deemed necessary by the Contractor to establish an effective level of QC.

b. Contractor Quality Control Program (CQCP). The Contractor shall describe the CQCP in a written document that shall be reviewed and approved by the RPR prior to the start of any production, construction, or off-site fabrication. The written CQCP shall be submitted to the RPR for review and approval at least 10 calendar days before the CQCP Workshop. The Contractor's CQCP and QC testing laboratory must be approved in writing by the RPR prior to the Notice to Proceed (NTP).

The CQCP shall be organized to address, as a minimum, the following:

1. QC organization and resumes of key staff

2. Project progress schedule

3. Submittals schedule

4. Inspection requirements

5. QC testing plan

6. Documentation of QC activities and distribution of QC reports

7. Requirements for corrective action when QC and/or QA acceptance criteria are not met

8. Material quality and construction means and methods. Address all elements applicable to the project that affect the quality of the pavement structure including subgrade, subbase, base, and surface course. Some elements that must be addressed include, but is not limited to mix design, aggregate grading, stockpile management, mixing and transporting, placing and finishing, quality control testing and inspection, smoothness, laydown plan, equipment, and temperature management plan.

The Contractor must add any additional elements to the CQCP that is necessary to adequately control all production and/or construction processes required by this contract.

1.3 CQCP ORGANIZATION. The CQCP shall be implemented by the establishment of a QC organization. An organizational chart shall be developed to show all QC personnel, their authority, and how these personnel integrate with other management/production and construction functions and personnel.

The organizational chart shall identify all QC staff by name and function, and shall indicate the total staff required to implement all elements of the CQCP, including inspection and testing for each item of work. If necessary, different technicians can be used for specific inspection and testing functions for different items of work. If an outside organization or independent testing laboratory is used for implementation of all or part of the CQCP, the personnel assigned shall be subject to the qualification requirements of paragraphs 100-03a and 100-03b. The organizational chart shall indicate which personnel are Contractor employees and which are provided by an outside organization.

The QC organization shall, as a minimum, consist of the following personnel:

a. Program Administrator. The Contractor Quality Control Program Administrator (CQCPA) must be a full-time employee of the Contractor, or a consultant engaged by the Contractor. The CQCPA must have a minimum of five (5) years of experience in QC pavement construction with prior QC experience on a project of comparable size and scope as the contract.

Included in the five (5) years of paving/QC experience, the CQCPA must meet at least one of the following requirements:

1. Professional Engineer with one (1) year of airport paving experience.

2. Engineer-in-training with two (2) years of airport paving experience.

3. National Institute for Certification in Engineering Technologies (NICET) Civil Engineering Technology Level IV with three (3) years of airport paving experience.

4. An individual with four (4) years of airport paving experience, with a Bachelor of Science Degree in Civil Engineering, Civil Engineering Technology or Construction.

The CQCPA must have full authority to institute any and all actions necessary for the successful implementation of the CQCP to ensure compliance with the contract plans and technical specifications. The CQCPA authority must include the ability to immediately stop production until materials and/or processes are in compliance with contract specifications. The CQCPA must report directly to a principal officer of the construction firm. The CQCPA may supervise the Quality Control Program on more than one project provided that person can be at the job site within two (2) hours after being notified of a problem.

b. QC technicians. A sufficient number of QC technicians necessary to adequately implement the CQCP must be provided. These personnel must be either Engineers, engineering technicians, or experienced craftsman with qualifications in the appropriate field equivalent to NICET Level II in Civil Engineering Technology or higher, and shall have a minimum of two (2) years of experience in their area of expertise.

The QC technicians must report directly to the CQCPA and shall perform the following functions:

1. Inspection of all materials, construction, plant, and equipment for conformance to the technical specifications, and as required by paragraph 100-6.

2. Performance of all QC tests as required by the technical specifications and paragraph100-8.

3. Performance of tests for the RPR when required by the technical specifications.

Certification at an equivalent level of qualification and experience by a state or nationally recognized organization will be acceptable in lieu of NICET certification.

c. Staffing levels. The Contractor shall provide sufficient qualified QC personnel to monitor each work activity at all times. Where material is being produced in a plant for incorporation into the work, separate plant and field technicians shall be provided at each plant and field placement location. The scheduling and coordinating of all inspection and testing must match the type and pace of work activity. The CQCP shall state where different technicians will be required for different work elements.

1.4 PROJECT PROGRESS SCHEDULE. Critical QC activities must be shown on the project schedule as required by Section 80, paragraph 80-03, *Execution and Progress*.

1.5 SUBMITTALS SCHEDULE. The Contractor shall submit a detailed listing of all submittals (for example, mix designs, material certifications) and shop drawings required by the technical specifications. The listing can be developed in a spreadsheet format and shall include as a minimum:

a. Specification item number

b. Item description

c. Description of submittal

d. Specification paragraph requiring submittal

e. Scheduled date of submittal

1.6 INSPECTION REQUIREMENTS. QC inspection functions shall be organized to provide inspections for all definable features of work, as detailed below. All inspections shall be documented by the Contractor as specified by paragraph 100-9.

Inspections shall be performed as needed to ensure continuing compliance with contract requirements until completion of the particular feature of work. Inspections shall include the following minimum requirements:

a. During plant operation for material production, QC test results and periodic inspections shall be used to ensure the quality of aggregates and other mix components, and to adjust and control mix proportioning to meet the approved mix design and other requirements of the technical specifications. All equipment used in proportioning and mixing shall be inspected to ensure its proper operating condition. The CQCP shall detail how these and other QC functions will be accomplished and used.

b. During field operations, QC test results and periodic inspections shall be used to ensure the quality of all materials and workmanship. All equipment used in placing, finishing, and compacting shall be inspected to ensure its proper operating condition and to ensure that all such operations are in conformance to the technical specifications and are within the plan dimensions, lines, grades, and tolerances specified. The CQCP shall document how these and other QC functions will be accomplished and used.

1.7 CONTRACTOR QC TESTING FACILITY.

a. For projects that include Item P-401, Item P-403, and Item P-404, the Contractor shall ensure facilities, including all necessary equipment, materials, and current reference standards, are provided that meet requirements in the following paragraphs of ASTM D3666, *Standard Specification for Minimum Requirements for Agencies Testing and Inspecting Road and Paving Materials*:

- 8.1.3 Equipment Calibration and Checks;
- 8.1.9 Equipment Calibration, Standardization, and Check Records;
- 8.1.12 Test Methods and Procedures

b. For projects that include P-501, the Contractor shall ensure facilities, including all necessary equipment, materials, and current reference standards, are provided that meet requirements in the following paragraphs of ASTM C1077, Standard Practice for Agencies Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Testing Agency Evaluation:

- 7 Test Methods and Procedures
- 8 Facilities, Equipment, and Supplemental Procedures

1.8 QC TESTING PLAN. As a part of the overall CQCP, the Contractor shall implement a QC testing plan, as required by the technical specifications. The testing plan shall include the minimum tests and test frequencies required by each technical specification Item, as well as any additional QC tests that the Contractor deems necessary to adequately control production and/or construction processes.

The QC testing plan can be developed in a spreadsheet fashion and shall, as a minimum, include the following:

a. Specification item number (e.g., P-401)

b. Item description (e.g., Hot Mix Asphalt Pavements)

c. Test type (e.g., gradation, grade, asphalt content)

d. Test standard (e.g., ASTM or American Association of State Highway and Transportation Officials (AASHTO) test number, as applicable)

e. Test frequency (e.g., as required by technical specifications or minimum frequency when requirements are not stated)

f. Responsibility (e.g., plant technician)

g. Control requirements (e.g., target, permissible deviations)

The QC testing plan shall contain a statistically-based procedure of random sampling for acquiring test samples in accordance with ASTM D3665. The RPR shall be provided the opportunity to witness QC sampling and testing.

All QC test results shall be documented by the Contractor as required by paragraph 100-9.

1.9 DOCUMENTATION. The Contractor shall maintain current QC records of all inspections and tests performed. These records shall include factual evidence that the required QC inspections or tests have been performed, including type and number of inspections or tests involved; results of inspections or tests; nature of defects, deviations, causes for rejection, etc.; proposed remedial action; and corrective actions taken.

These records must cover both conforming and defective or deficient features, and must include a statement that all supplies and materials incorporated in the work are in full compliance with the terms of the contract. Legible copies of these records shall be furnished to the RPR daily. The records shall cover all work placed subsequent to the previously furnished records and shall be verified and signed by the CQCPA.

Contractor QC records required for the contract shall include, but are not necessarily limited to, the following records:

a. Daily inspection reports. Each Contractor QC technician shall maintain a daily log of all inspections performed for both Contractor and subcontractor operations. These technician's daily reports shall provide factual evidence that continuous QC inspections have been performed and shall, as a minimum, include the following:

1. Technical specification item number and description

2. Compliance with approved submittals

3. Proper storage of materials and equipment

4. Proper operation of all equipment

5. Adherence to plans and technical specifications

6. Summary of any necessary corrective actions

7. Safety inspection.

8. Photographs and/or video

The daily inspection reports shall identify all QC inspections and QC tests conducted, results of inspections, location and nature of defects found, causes for rejection, and remedial or corrective actions taken or proposed.

The daily inspection reports shall be signed by the responsible QC technician and the CQCPA. The RPR shall be provided at least one copy of each daily inspection report on the work day following the day of record. When QC inspection and test results are recorded and transmitted electronically, the results must be archived.

b. Daily test reports. The Contractor shall be responsible for establishing a system that will record all QC test results. Daily test reports shall document the following information:

1. Technical specification item number and description
2. Test designation
3. Location
4. Date of test
5. Control requirements
6. Test results
7. Causes for rejection
8. Recommended remedial actions
9. Retests

Test results from each day's work period shall be submitted to the RPR prior to the start of the next day's work period. When required by the technical specifications, the Contractor shall maintain statistical QC charts. When QC daily test results are recorded and transmitted electronically, the results must be archived.

1.10 CORRECTIVE ACTION REQUIREMENTS. The CQCP shall indicate the appropriate action to be taken when a process is deemed, or believed, to be out of control (out of tolerance) and detail what action will be taken to bring the process into control. The requirements for corrective action shall include both general requirements for operation of the CQCP as a whole, and for individual items of work contained in the technical specifications.

The CQCP shall detail how the results of QC inspections and tests will be used for determining the need for corrective action and shall contain clear rules to gauge when a process is out of control and the type of correction to be taken to regain process control.

When applicable or required by the technical specifications, the Contractor shall establish and use statistical QC charts for individual QC tests. The requirements for corrective action shall be linked to the control charts.

1.11 INSPECTION AND/OR OBSERVATIONS BY THE RPR. All items of material and equipment are subject to inspection and/or observation by the RPR at the point of production, manufacture or shipment to determine if the Contractor, producer, manufacturer or shipper maintains an adequate QC system in conformance with the requirements detailed here and the applicable technical specifications and plans. In addition, all items of materials, equipment and work in place shall be subject to inspection and/or observation by the RPR at the site for the same purpose.

Inspection and/or observations by the RPR does not relieve the Contractor of performing QC inspections of either on-site or off-site Contractor's or subcontractor's work.

1.12 NONCOMPLIANCE.

a. The Resident Project Representative (RPR) will provide written notice to the Contractor of any noncompliance with their CQCP. After receipt of such notice, the Contractor must take corrective action.

b. When QC activities do not comply with either the CQCP or the contract provisions or when the Contractor fails to properly operate and maintain an effective CQCP, and no effective corrective actions have been taken after notification of non-compliance, the RPR will recommend the Owner take the following actions:

1. Order the Contractor to replace ineffective or unqualified QC personnel or subcontractors and/or

2. Order the Contractor to stop operations until appropriate corrective actions are taken.

METHOD OF MEASUREMENT

2.1 BASIS OF MEASUREMENT AND PAYMENT. [Not Used] [Contractor Quality Control Program (CQCP) is for the personnel, tests, facilities and documentation required to implement the CQCP. The CQCP will be paid as a lump sum with the following schedule of partial payments:

a. With first pay request, 25% with approval of CQCP and completion of the Quality Control (QC)/Quality Assurance (QA) workshop.

b. When 25% or more of the original contract is earned, an additional 25%.

c. When 50% or more of the original contract is earned, an additional 20%.

d. When 75% or more of the original contract is earned, an additional 20%

e. After final inspection and acceptance of project, the final 10%.

BASIS OF PAYMENT

3.1 PAYMENT WILL BE MADE UNDER:

Item C-100-1	Contractor Quality Control Program (CQCP) and Testing	- Lump Sum (LS)

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

National Institute for Certification in Engineering Technologies (NICET)

ASTM International (ASTM)

ASTM C1077	Standard Practice for Agencies Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Testing Agency Evaluation
ASTM D3665	Standard Practice for Random Sampling of Construction Materials
ASTM D3666	Standard Specification for Minimum Requirements for Agencies Testing and Inspecting Road and Paving Materials

END OF SECTION C-100

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SECTION C-105 MOBILIZATION

1.1 DESCRIPTION. This item of work shall consist of, but is not limited to, work and operations necessary for the movement of personnel, equipment, material and supplies to and from the project site for work on the project except as provided in the contract as separate pay items.

Additionally, this item shall consist of the establishment of temporary offices, buildings, utilities, safety equipment and first aid supplies, sanitary and other facilities, maintenance of traffic, as required by these specifications and State and local laws and regulations. The costs of bonds and any required insurances, and any other preconstruction expenses necessary for the start of the work may also be included in this Section.

1.2 MOBILIZATION LIMIT. Mobilization shall be limited to ***10*** percent of the subtotal of project construction costs.

1.3 POSTED NOTICES. Prior to commencement of construction activities, the Contractor must post the following documents in a prominent, weather proof, and accessible place where they may be easily viewed by all employees of the prime Contractor and by all employees of subcontractors engaged by the prime Contractor when entering the work site: ~~Equal Employment Opportunity (EEO) Poster "Equal Employment Opportunity is the Law" in accordance with the Office of Federal Contract Compliance Programs Executive Order 11246, as amended~~; Davis Bacon Wage Poster (WH 1321) - DOL "Notice to All Employees" Poster; and Applicable Davis-Bacon Wage Rate Determination and OSHA Workplace Safety posters. These notices must remain posted until final acceptance of the work by the Owner.

Links to the posters available at: https://www.faa.gov/airports/engineering/

1**.4 ENGINEER/RPR FIELD OFFICE.** ***An Engineer/RPR field office is not required for this project.***

1.5 DEMOBILIZATION*.* ***Upon or before issuance of substantial completion, the Contractor shall promptly begin to demobilize men, equipment and facilities from the project site. At the time of final completion all materials, equipment, offices and temporary facilities shall be removed from the site. The site shall be fully restored to its previous condition or as otherwise approved by the Engineer, including establishment of stabilized areas or turfing disturbed areas. Final payment for the Mobilization pay item as well as all retainage may be withheld until the site restoration and demobilization are complete. Demobilization is considered a part of Mobilization, and is paid for by the Mobilization pay item.***

1.*6 DEWATERING. See General Provision 130 (Special Provisions, Section 35).*

1.7 CONSTRUCTION SURVEYS/AS-BUILTS. See Technical Specification P-100.

1.8 CONSTRUCTION SAFETY AND PHASING/MOT. See General Provision 130 (Special Provisions, Section 36).

105-1.9. CONSTRUCTION PERMITS, LICENSES, FEES, AHJ COORDINATION. This item consists of the various construction side permits (site, NPDES, tree, etcetera), contractor's business or other required licenses, any fees required to enter the site or to be paid to the City or other Authority Having Jurisdiction (AHJ), as well as the Contractor's efforts to coordinate inspections, requirements, paperwork, etcetera, anything as necessary by the City, Power Company, County or various other agencies, in order to complete the required work for the duration of the project.

105.1.10 UTILITY SERVICE DEVELOPMENT CHARGES, CITY\COUNTY INSPECTIONS. This item consists of the actual charges for electrical power service utilities charged to the Owner for placing the utilities into service. This item includes the costs for any maintenance and other bonds, as well as the cost for City\County inspections of the project or systems at various points in the construction's progress.

105.1.1 GENERAL, SUPPLEMENTAL, AND SPECIAL PROVISIONS. This item consists of the costs of general and special requirements per the contract documents not covered by items C-105-1 through 6, which shall use the stepped table from paragraph 2.1 below, and made reference therein (see those sections).

METHOD OF MEASUREMENT

2.1 BASIS OF MEASUREMENT AND PAYMENT. Based upon the contract lump sum price for "Mobilization", ***"Dewatering", "Construction Surveys", "Construction Safety and Phasing", "Construction Permits, Licenses, Fees, Coordination", "Utility Service Charges/City Inspections".*** partial payments will be made as follows:

a. With first pay request, 25%.

b. When 25% or more of the original contract is earned, an additional 25%.

c. When 50% or more of the original contract is earned, an additional 40%.

d. After Final Inspection, Staging area clean-up and delivery of all Project Closeout materials as required by Section 90, paragraph 90-11, *Contractor Final Project Documentation,* the final 10%.

BASIS OF PAYMENT

3.1 PAYMENT WILL BE MADE UNDER:

C-105-1	Mobilization (Limited to 10%)	-- Lump Sum (LS)
C-105-2	Dewatering	-- Lump Sum (LS)
C-105-3	Construction Surveys/As-Builts	-- Lump Sum (LS)
C-105-4	Construction Safety and Phasing/MOT	-- Lump Sum (LS)

C-105-5	Construction Permits, Licenses, Fees, AHJ Coordination	--	Lump Sum (LS)
C-105-6	Utility Service Development Charges, City\County Inspections	--	Lump Sum (LS)

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Office of Federal Contract Compliance Programs (OFCCP)

Executive Order 11246, as amended

EEOC-P/E-1 – Equal Employment Opportunity is the Law Poster

United States Department of Labor, Wage and Hour Division (WHD)

WH 1321 – Employee Rights under the Davis-Bacon Act Poster

END OF SECTION C-105

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ITEM P-605 JOINT SEALANTS FOR PAVEMENTS

DESCRIPTION

605-1.1 This item shall consist of providing and installing a resilient and adhesive joint sealing material capable of effectively sealing joints in pavement; joints between different types of pavements; and cracks in existing pavement.

MATERIALS

605-2.1 JOINT SEALANTS. Joint sealant materials for concrete joints and cracks shall meet the requirements of ASTM D5893 and crack sealant materials for asphalt cracks shall meet the requirements of ASTM D6690.

Each lot or batch of sealant shall be delivered to the jobsite in the manufacturer's original sealed container. Each container shall be marked with the manufacturer's name, batch or lot number, the safe heating temperature, and shall be accompanied by the manufacturer's certification stating that the sealant meets the requirements of this specification.

605-2.2 BACKER ROD. The material furnished shall be a compressible, non-shrinking, non-staining, non-absorbing material that is non-reactive with the joint sealant in accordance with ASTM D5249. The backer-rod material shall be 25% ± 5 % larger in diameter than the nominal width of the joint.

605-2.3 BOND BREAKING TAPES. Provide a bond breaking tape or separating material that is a flexible, non-shrinkable, non-absorbing, non-staining, and non-reacting adhesive-backed tape. The material shall have a melting point at least 5°F (3°C) greater than the pouring temperature of the sealant being used when tested in accordance with ASTM D789. The bond breaker tape shall be approximately 1/8 inch (3 mm) wider than the nominal width of the joint and shall not bond to the joint sealant.

CONSTRUCTION METHODS

605-3.1 TIME OF APPLICATION. Joints shall be sealed as soon after completion of the curing period as feasible and before the pavement is opened to traffic, including construction equipment. The pavement temperature shall be 50°F (10°C) and rising at the time of application of the poured joint sealing material. Do not apply sealant if moisture is observed in the joint.

605-3.2 EQUIPMENT. Machines, tools, and equipment used in the performance of the work required by this section shall be approved before the work is started and maintained in satisfactory condition at all times. Submit a list of proposed equipment to be used in performance of construction work including descriptive data, 10 days prior to use on the project.

a. Tractor-mounted routing tool. Provide a routing tool, used for removing old sealant from the joints, of such shape and dimensions and so mounted on the tractor that it will not damage the sides of the joints. The tool shall be designed so that it can be adjusted to remove the old material to varying depths as required. The use of V-shaped tools or rotary impact routing devices will not be permitted. Hand-operated spindle routing devices may be used to clean and enlarge random cracks.

b. Concrete saw. Provide a self-propelled power saw, with water-cooled diamond or abrasive saw blades, for cutting joints to the depths and widths specified.

c. Sandblasting equipment. The Contractor must demonstrate sandblasting equipment including the air compressor, hose, guide and nozzle size, under job conditions, before approval in accordance with paragraph 605-3.3. The Contractor shall demonstrate, in the presence of the Resident Project Representative (RPR), that the method cleans the joint and does not damage the joint.

d. Waterblasting equipment. The Contractor must demonstrate waterblasting equipment including the pumps, hose, guide and nozzle size, under job conditions, before approval in accordance with paragraph 605-3.3. The Contractor shall demonstrate, in the presence of the RPR, that the method cleans the joint and does not damage the joint.

e. Hand tools. Hand tools may be used, when approved, for removing defective sealant from a crack and repairing or cleaning the crack faces. Hand tools should be carefully evaluated for potential spalling effects prior to approval for use.

f. Hot-poured sealing equipment. The unit applicators used for heating and installing ASTM D6690 joint sealant materials shall be mobile and shall be equipped with a double-boiler, agitator-type kettle with an oil medium in the outer space for heat transfer; a direct-connected pressure-type extruding device with a nozzle shaped for inserting in the joint to be filled; positive temperature devices for controlling the temperature of the transfer oil and sealant; and a recording type thermometer for indicating the temperature of the sealant. The applicator unit shall be designed so that the sealant will circulate through the delivery hose and return to the inner kettle when not in use.

g. Cold-applied, single-component sealing equipment. The equipment for installing ASTM D5893 single component joint sealants shall consist of an extrusion pump, air compressor, following plate, hoses, and nozzle for transferring the sealant from the storage container into the joint opening. The dimension of the nozzle shall be such that the tip of the nozzle will extend into the joint to allow sealing from the bottom of the joint to the top. Maintain the initially approved equipment in good working condition, serviced in accordance with the supplier’s instructions, and unaltered in any way without obtaining prior approval. Small hand-held air-powered equipment (i.e., caulking guns) may be used for small applications.

605-3.3 PREPARATION OF JOINTS. Pavement joints for application of material in this specification must be dry, clean of all scale, dirt, dust, curing compound, and other foreign matter.

The Contractor shall demonstrate, in the presence of the RPR, that the method cleans the joint and does not damage the joint.

a. Sawing. All joints shall be sawed in accordance with specifications and plan details. Immediately after sawing the joint, the resulting slurry shall be completely removed from joint and adjacent area by flushing with a jet of water, and by use of other tools as necessary.

b. Sealing. Immediately before sealing, the joints shall be thoroughly cleaned of all remaining laitance, curing compound, filler, protrusions of hardened concrete, old sealant and other foreign material from the sides and upper edges of the joint space to be sealed. Cleaning shall be accomplished by sandblasting**,** tractor-mounted routing equipment**,** concrete saw**,** and waterblaster as specified in paragraph 605-3.2. The newly exposed concrete joint faces and the pavement surface extending a minimum of 1/2 inch (12 mm) from the joint edge shall be sandblasted clean. Sandblasting shall be accomplished in a minimum of two passes. One pass per joint face with the nozzle held at an angle directly toward the joint face and not more than 3 inches (75 mm) from it. After final cleaning and immediately prior to sealing, blow out the joints with compressed air and leave them completely free of debris and water. The joint faces shall be surface dry when the seal is applied.

c. Backer Rod. When the joint opening is of a greater depth than indicated for the sealant depth, plug or seal off the lower portion of the joint opening using a backer rod in accordance with paragraph 605-2.2 to prevent the entrance of the sealant below the specified depth. Take care to ensure that the backer rod is placed at the specified depth and is not stretched or twisted during installation.

d. Bond-breaking tape. Where inserts or filler materials contain bitumen, or the depth of the joint opening does not allow for the use of a backup material, insert a bond-separating tape breaker in accordance with paragraph 605-2.3 to prevent incompatibility with the filler materials and three-sided adhesion of the sealant. Securely bond the tape to the bottom of the joint opening so it will not float up into the new sealant.

605-3.4 INSTALLATION OF SEALANTS. Joints shall be inspected for proper width, depth, alignment, and preparation, and shall be approved by the RPR before sealing is allowed. Sealants shall be installed in accordance with the following requirements:

Immediately preceding, but not more than 50 feet (15 m) ahead of the joint sealing operations, perform a final cleaning with compressed air. Fill the joints from the bottom up to 1/4 inch (6 mm) ±1/16 inch (2 mm) below the top of pavement surface; or bottom of groove for grooved pavement. Remove and discard excess or spilled sealant from the pavement by approved methods. Install the sealant in such a manner as to prevent the formation of voids and entrapped air. In no case shall gravity methods or pouring pots be used to install the sealant material. Traffic shall not be permitted over newly sealed pavement until authorized by the RPR. When a primer is recommended by the manufacturer, apply it evenly to the joint faces in accordance with the manufacturer’s instructions. Check the joints frequently to ensure that the newly installed sealant is cured to a tack-free condition within the time specified.

605-3.5 INSPECTION. The Contractor shall inspect the joint sealant for proper rate of cure and set, bonding to the joint walls, cohesive separation within the sealant, reversion to liquid, entrapped air and voids. Sealants exhibiting any of these deficiencies at any time prior to the final acceptance of the project shall be removed from the joint, wasted, and replaced as specified at no additional cost to the airport.

605-3.6 CLEAN-UP. Upon completion of the project, remove all unused materials from the site and leave the pavement in a clean condition.

METHOD OF MEASUREMENT

605-4.1 Joint sealing material shall be measured by the linear foot (meter) of sealant in place, completed, and accepted. Joint and crack repair as required per Specification P-101, including routing and cleaning prior to sealing, shall be considered incidental to the P-605 pay items.

BASIS OF PAYMENT

605-5.1 ~~Payment for joint sealing material shall be made at the contract unit price per linear foot (meter).~~ The price shall be full compensation for furnishing all materials, for all preparation, delivering, and placing of these materials, and for all labor, equipment, tools, and incidentals necessary to complete the item. ***No separate payment will be made for joint and crack sealing per the typical sections and details. This item will be paid for by paving pay items.***

Payment will be made under:

~~Item P-605-1 Rout, Clean, and Seal Asphalt Crack - per Linear Foot (LF)~~

P-401-1 Asphalt Mix Pavement - Surface Course, 12.5 mm NMAS - per Ton (TN)

P-401-2 Asphalt Mix Pavement - Leveling, 9.5 mm NMAS - per Ton (TN)

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM D789	Standard Test Method for Determination of Relative Viscosity of Polyamide (PA)
ASTM D5249	Standard Specification for Backer Material for Use with Cold- and Hot-Applied Joint Sealants in Portland-Cement Concrete and Asphalt Joints

ASTM D5893	Standard Specification for Cold Applied, Single Component, Chemically Curing Silicone Joint Sealant for Portland Cement Concrete Pavements
ASTM D6690	Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt

Advisory Circulars (AC)

AC 150/5340-30	Design and Installation Details for Airport Visual Aids

END OF ITEM P-605

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ITEM P-606 ADHESIVE COMPOUNDS, TWO-COMPONENT FOR SEALING WIRE AND LIGHTS IN PAVEMENT

DESCRIPTION

606-1.1 This specification covers two types of material; a liquid suitable for sealing electrical wire in saw cuts in pavement and for sealing light fixtures or bases in pavement, and a paste suitable for embedding light fixtures in the pavement. Both types of material are two-component filled formulas with the characteristics specified in paragraph 606-2.4. Materials supplied for use with asphalt and/or concrete pavements must be formulated so they are compatible with the asphalt and/or concrete.

MATERIALS

606-2.1 CURING. When pre-warmed to 77°F (25°C), mixed, and placed in accordance with manufacturer's directions, the materials shall cure at temperatures of 45°F (7°C) or above without the application of external heat.

606-2.2 STORAGE. The adhesive components shall not be stored at temperatures over 86°F (30°C), unless otherwise specified by the manufacturer.

606-2.3 CAUTION. Installation and use shall be in accordance with the manufacturer's recommended procedures. Avoid prolonged or repeated contact with skin. In case of contact, wash with soap and flush with water. If taken internally, call doctor. Keep away from heat or flame. Avoid vapor. Use in well-ventilated areas. Keep in cool place. Keep away from children.

606-2.4 CHARACTERISTICS. When mixed and cured in accordance with the manufacturer's directions, the materials shall have the following properties shown in Table 1.

Table 1. Property Requirements

Physical or Electrical Property	Minimum	Maximum	ASTM Method
Tensile			
Portland cement concrete	1,000 psi (70 kg/sq cm)		D 638
Asphalt concrete	500 psi (35 kg/sq cm)		
Elongation			
Portland cement concrete		See note [1]	D 638
Asphalt concrete	50%		D 638
Coef. of cub. exp. cu. cm/cu. cm/°C	0.00090	0.00120	D 1168
Coef. of lin. exp. cm/cm/°C	0.000030	0.000040	D 1168

Physical or Electrical Property	Minimum	Maximum	ASTM Method
Dielectric strength, short time test	350 volts/mil.		D 149
Arc resistance	125 sec		
Pull-off			
Adhesion to steel	1,000 psi (70 kg/sq cm)		
Adhesion to Portland cement concrete	200 psi (14 kg/sq cm)		
Adhesion to asphalt concrete	No test available.		
Adhesion to aluminum	250 psi		

[1] 20% or more (without filler) for formulations to be supplied for areas subject to freezing.

SAMPLING, INSPECTION, AND TEST PROCEDURES

606-3.1 TENSILE PROPERTIES. Tests for tensile strength and elongation shall be conducted in accordance with ASTM D638.

606-3.2 EXPANSION. Tests for coefficients of linear and cubical expansion shall be conducted in accordance with, Method B, except that mercury shall be used instead of glycerine. The test specimen shall be mixed in the proportions specified by the manufacturer, and cured in a glass tub approximately 2 inch (50 mm) long by 3/8 inch (9 mm) in diameter. The interior of the tube shall be precoated with a silicone mold release agent. The hardened sample shall be removed from the tube and aged at room temperature for one (1) week before conducting the test. The test temperature range shall be from 35°F (2°C) to 140°F (60°C).

606-3.3 TEST FOR DIELECTRIC STRENGTH. Test for dielectric strength shall be conducted in accordance with ASTM D149 for sealing compounds to be furnished for sealing electrical wires in pavement.

606-3.4 TEST FOR ARC RESISTANCE. Test for arc resistance shall be conducted for sealing compounds to be furnished for sealing electrical wires in pavement.

606-3.5 TEST FOR ADHESION TO STEEL. The ends of two smooth, clean, steel specimens of convenient size (1 inch by 1 inch by 6 inch) (25 mm by 25 mm by 150 mm) would be satisfactory when bonded together with adhesive mixture and allowed to cure at room temperature for a period of time to meet formulation requirements and then tested to failure on a Riehle (or similar) tensile tester. The thickness of adhesive to be tested shall be 1/4 inch (6 mm).

606-3.6 ADHESION TO PORTLAND CEMENT CONCRETE.

a. Concrete test block preparation. The aggregate grading shall be as shown in Table 2.

The coarse aggregate shall consist of crushed rock having a minimum of 75% of the particles with at least one fractured face and having a water absorption of not more than 1.5%. The fine aggregate shall consist of crushed sand manufactured from the same parent rock as the coarse aggregate. The concrete shall have a water-cement ratio of 5.5 gallons (21 liters) of water per bag of cement, a cement factor of 6, ±0.5, bags of cement per cubic yard (0.76 cubic meter) of concrete, and a slump of 2-1/2 inch (60 mm), ±1/2 inch (60 mm ±12 mm). The ratio of fine aggregate to total aggregate shall be approximately 40% by solid volume. The air content shall be 5.0%, ±0.5%, and it shall be obtained by the addition to the batch of an air-entraining admixture such as Vinsol® resin. The mold shall be of metal and shall be provided with a metal base plate.

Means shall be provided for securing the base plate to the mold. The assembled mold and base plate shall be watertight and shall be oiled with mineral oil before use. The inside measurement of the mold shall be such that several one inch (25 mm) by 2-inch (75 mm) by 3-inch (25 mm by 50 mm by 75 mm) test blocks can be cut from the specimen with a concrete saw having a diamond blade. The concrete shall be prepared and cured in accordance with ASTM C192.

Table 2. Aggregate for Bond Test Blocks

Type	Sieve Size	Percent Passing
Coarse Aggregate	3/4 inch (19.0 mm)	97 to 100
	1/2 inch (12.5 mm)	63 to 69
	3/8 inch (9.5 mm)	30 to 36
	No. 4 (4.75 mm)	0 to 3
Fine Aggregate	No. 4 (4.75 mm)	100
	No. 8 (2.36 mm)	82 to 88
	No. 16 (1.18 mm)	60 to 70
	No. 30 (600 µm)	40 to 50
	No. 50 (300 µm)	16 to 26
	No. 100 (150 µm)	5 to 9

b. Bond test. Prior to use, oven-dry the test blocks to constant weight at a temperature of 220°F to 230°F (104°C to 110°C), cool to room temperature, 73.4°F ±3°F (23°C ±1.6°C), in a desiccator, and clean the surface of the blocks of film or powder by vigorous brushing with a stiff-bristled fiber brush. Two test blocks shall be bonded together on the one inch by 3 inch (25 mm by 75 mm) sawed face with the adhesive mixture and allowed to cure at room temperature for a period of time to meet formulation requirements and then tested to failure in a Riehle (or similar) tensile tester. The thickness of the adhesive to be tested shall be 1/4 inch (6 mm).

606-3.7 COMPATIBILITY WITH ASPHALT MIX. Test for compatibility with asphalt in accordance with ASTM D5329.

606-3.8 ADHESIVE COMPOUNDS - CONTRACTOR'S RESPONSIBILITY. The Contractor shall furnish the vendor's certified test reports for each batch of material delivered to the project. The report shall certify that the material meets specification requirements and is suitable for use with concrete and asphalt concrete pavements. The report shall be provided to and accepted by the Resident Project Representative (RPR) before use of the material. In addition, the Contractor shall obtain a statement from the supplier or manufacturer that guarantees the material for one year. The supplier or manufacturer shall furnish evidence that the material has performed satisfactorily on other projects.

606-3.9 APPLICATION. Adhesive shall be applied on a dry, clean surface, free of grease, dust, and other loose particles. The method of mixing and application shall be in strict accordance with the manufacturer's recommendations. When used with Item P-605, such as light can installation, Item P-605 shall not be applied until the Item P-606 has fully cured.

METHOD OF MEASUREMENT

606-4.1 The adhesive compound shall ***not be measured separately, but included as an incidental work item for which it is a component part of other items*** ~~be measured by the gallon (l) of adhesive as specified, in place, complete and accepted~~. When required in the installation of an in-runway lighting system or portion thereof, no measurement will be made for direct payment of adhesive, as the cost of furnishing and installing shall be considered as a subsidiary obligation in the completion of the installation.

BASIS OF PAYMENT

606-5.1 Payment shall be made separately***, but included as an incidental work item for which it is a component part of other items***, ~~where applicable, at the contract unit price per gallon (l) for the adhesive.~~ This price shall be full compensation for furnishing all materials, and for all preparation, delivering, and application of these materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM C192	Standard Practice for Making and Curing Concrete Test Specimens in the Laboratory
ASTM D149	Standard Test Method for Dielectric Breakdown Voltage and Dielectric Strength of Solid Electrical Insulating Materials at Commercial Power Frequencies
ASTM D638	Standard Test Method for Tensile Properties of Plastics

ASTM D5329	Standard Test Methods for Sealants and Fillers, Hot-applied, for Joints and Cracks in Asphaltic and Portland Cement Concrete Pavements

END OF ITEM P-606

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ITEM P-610 CONCRETE FOR MISCELLANEOUS STRUCTURES

DESCRIPTION

610-1.1 This item shall consist of concrete and reinforcement, as shown on the plans, prepared and constructed in accordance with these specifications. This specification shall be used for all concrete other than airfield pavement which are cast-in-place.

MATERIALS

610-2.1 GENERAL. Only approved materials, conforming to the requirements of these specifications, shall be used in the work. Materials may be subject to inspection and tests at any time during their preparation or use. The source of all materials shall be approved by the Resident Project Representative (RPR) before delivery or use in the work. Representative preliminary samples of the materials shall be submitted by the Contractor, when required, for examination and test. Materials shall be stored and handled to ensure preservation of their quality and fitness for use and shall be located to facilitate prompt inspection. All equipment for handling and transporting materials and concrete must be clean before any material or concrete is placed in them.

The use of pit-run aggregates shall not be permitted unless the pit-run aggregate has been screened and washed, and all fine and coarse aggregates stored separately and kept clean. The mixing of different aggregates from different sources in one storage stockpile or alternating batches of different aggregates shall not be permitted.

a. Reactivity. Fine aggregate and coarse aggregates to be used in all concrete shall have been tested separately within six months of the project in accordance with ASTM C1260. Test results shall be submitted to the RPR. The aggregate shall be considered innocuous if the expansion of test specimens, tested in accordance with ASTM C1260, does not exceed 0.08% at 14 days (16 days from casting). If the expansion either or both test specimen is greater than 0.08% at 14 days, but less than 0.20%, a minimum of 25% of Type F fly ash, or between 40% and 55% of slag cement shall be used in the concrete mix.

If the expansion is greater than 0.20% the aggregates shall not be used, and test results for other aggregates must be submitted for evaluation; or aggregates that meet P-501 reactivity test requirements may be utilized.

610-2.2 COARSE AGGREGATE. The coarse aggregate for concrete shall meet the requirements of ASTM C33 and the requirements of Table 4, Class Designation 5S; and the grading requirements shown below, as required for the project.

Coarse Aggregate Grading Requirements

Maximum Aggregate Size	ASTM C33, Table 3 Grading Requirements (Size No.)
1 1/2 inch (37.5 mm)	467 or 4 and 67
1 inch (25 mm)	57
¾ inch (19 mm)	67
½ inch (12.5 mm)	7

610-2.2.1 Coarse Aggregate susceptibility to durability (D) cracking. Not used.

610-2.3 FINE AGGREGATE. The fine aggregate for concrete shall meet all fine aggregate requirements of ASTM C33.

610-2.4 CEMENT. Cement shall conform to the requirements of ***ASTM C150 Type I/II***.

610-2.5 CEMENTITIOUS MATERIALS.

a. Fly ash. Fly ash shall meet the requirements of ASTM C618, with the exception of loss of ignition, where the maximum shall be less than 6%. Fly ash shall have a Calcium Oxide (CaO) content of less than 15% and a total available alkali content less than 3% per ASTM C311. Fly ash produced in furnace operations using liming materials or soda ash (sodium carbonate) as an additive shall not be acceptable. The Contractor shall furnish the previous three most recent, consecutive ASTM C618 reports for each source of fly ash proposed in the concrete mix, and shall furnish each additional report as they become available during the project. The reports can be used for acceptance or the material may be tested independently by the RPR.

b. Slag cement (ground granulated blast furnace (GGBF)). Slag cement shall conform to ASTM C989, Grade 100 or Grade 120. Slag cement shall be used only at a rate between 25% and 55% of the total cementitious material by mass.

610-2.6 WATER. Water used in mixing or curing shall be from potable water sources. Other sources shall be tested in accordance with ASTM C1602 prior to use.

610-2.7 ADMIXTURES. The Contractor shall submit certificates indicating that the material to be furnished meets all of the requirements indicated below. In addition, the RPR may require the Contractor to submit complete test data from an approved laboratory showing that the material to be furnished meets all of the requirements of the cited specifications. Subsequent tests may be made of samples taken by the RPR from the supply of the material being furnished or proposed for use on the work to determine whether the admixture is uniform in quality with that approved.

a. Air-entraining admixtures. Air-entraining admixtures shall meet the requirements of ASTM C260 and shall consistently entrain the air content in the specified ranges under field conditions. The air-entrainment agent and any water reducer admixture shall be compatible.

b. Water-reducing admixtures. Water-reducing admixture shall meet the requirements of ASTM C494, Type A, B, or D. ASTM C494, Type F and G high range water reducing admixtures and ASTM C1017 flowable admixtures shall not be used.

c. Other chemical admixtures. The use of set retarding and set-accelerating admixtures shall be approved by the RPR. Retarding shall meet the requirements of ASTM C494, Type A, B, or D and set-accelerating shall meet the requirements of ASTM C494, Type C. Calcium chloride and admixtures containing calcium chloride shall not be used.

610-2.8 PREMOLDED JOINT MATERIAL. Premolded joint material for expansion joints shall meet the requirements of ASTM D1751**.**

610-2.9 JOINT FILLER. The filler for joints shall meet the requirements of Item P-605, unless otherwise specified.

610-2.10 STEEL REINFORCEMENT. Reinforcing shall consist of reinforcing steel conforming to the requirements of ASTM A615, ASTM A706, ASTM A775, or ASTM A934 or welded steel wire or deformed steel fabric conforming to ASTM A1064 or ASTM A884**.**

610-2.11 MATERIALS FOR CURING CONCRETE. Curing materials shall conform to ASTM C309 and consist of White-pigmented Liquid Membrane-Forming Compound, Type 2, Class B.

CONSTRUCTION METHODS

610-3.1 GENERAL. The Contractor shall furnish all labor, materials, and services necessary for, and incidental to, the completion of all work as shown on the drawings and specified here. All machinery and equipment used by the Contractor on the work, shall be of sufficient size to meet the requirements of the work. All work shall be subject to the inspection and approval of the RPR.

610-3.2 CONCRETE MIXTURE. The concrete shall develop a compressive strength of 4000 psi in 28 days as determined by test cylinders made in accordance with ASTM C31 and tested in accordance with ASTM C39. The concrete shall contain not less than 470 pounds of cementitious material per cubic yard (280 kg per cubic meter). The water cementitious ratio shall not exceed 0.45 by weight. The air content of the concrete shall be 5% +/- 1.2% as determined by ASTM C231 and shall have a slump of not more than 4 inches (100 mm) as determined by ASTM C143.

610-3.3 MIXING. Concrete may be mixed at the construction site, at a central point, or wholly or in part in truck mixers. The concrete shall be mixed and delivered in accordance with the requirements of ASTM C94 or ASTM C685.

The concrete shall be mixed only in quantities required for immediate use. Concrete shall not be mixed while the air temperature is below 40°F (4°C) without the RPR's approval. If approval is granted for mixing under such conditions, aggregates or water, or both, shall be heated and the concrete shall be placed at a temperature not less than 50°F (10°C) nor more than 100°F (38°C). The Contractor shall be held responsible for any defective work, resulting from freezing or injury in any manner during placing and curing, and shall replace such work at his expense.

Retempering of concrete by adding water or any other material is not permitted.

The rate of delivery of concrete to the job shall be sufficient to allow uninterrupted placement of the concrete.

610-3.4 FORMS. Concrete shall not be placed until all the forms and reinforcements have been inspected and approved by the RPR. Forms shall be of suitable material and shall be of the type, size, shape, quality, and strength to build the structure as shown on the plans. The forms shall be true to line and grade and shall be mortar-tight and sufficiently rigid to prevent displacement and sagging between supports. The surfaces of forms shall be smooth and free from irregularities, dents, sags, and holes. The Contractor shall be responsible for their adequacy.

The internal form ties shall be arranged so no metal will show in the concrete surface or discolor the surface when exposed to weathering when the forms are removed. All forms shall be wetted with water or with a non-staining mineral oil, which shall be applied immediately before the concrete is placed. Forms shall be constructed so they can be removed without injuring the concrete or concrete surface.

610-3.5 PLACING REINFORCEMENT. All reinforcement shall be accurately placed, as shown on the plans, and shall be firmly held in position during concrete placement. Bars shall be fastened together at intersections. The reinforcement shall be supported by approved metal chairs. Shop drawings, lists, and bending details shall be supplied by the Contractor when required.

610-3.6 EMBEDDED ITEMS. Before placing concrete, all embedded items shall be firmly and securely fastened in place as indicated. All embedded items shall be clean and free from coating, rust, scale, oil, or any foreign matter. The concrete shall be spaded and consolidated around and against embedded items. The embedding of wood shall not be allowed.

610-3.7 CONCRETE CONSISTENCY. The Contractor shall monitor the consistency of the concrete delivered to the project site; collect each batch ticket; check temperature; and perform slump tests on each truck at the project site in accordance with ASTM C143.

610-3.8 PLACING CONCRETE. All concrete shall be placed during daylight hours, unless otherwise approved. The concrete shall not be placed until the depth and condition of foundations, the adequacy of forms and falsework, and the placing of the steel reinforcing have been approved by the RPR. Concrete shall be placed as soon as practical after mixing, but in no case later than one (1) hour after water has been added to the mix. The method and manner of placing shall avoid segregation and displacement of the reinforcement. Troughs, pipes, and chutes shall be used as an aid in placing concrete when necessary. The concrete shall not be dropped from a height of more than 5 feet (1.5 m). Concrete shall be deposited as nearly as practical in its final position to avoid segregation due to rehandling or flowing. Do not subject concrete to procedures which cause segregation. Concrete shall be placed on clean, damp surfaces, free from running water, or on a properly consolidated soil foundation.

610-3.9 VIBRATION. Vibration shall follow the guidelines in American Concrete Institute (ACI) Committee 309R, Guide for Consolidation of Concrete.

610-3.10 JOINTS. Joints shall be constructed as indicated on the plans.

610-3.11 FINISHING. All exposed concrete surfaces shall be true, smooth, and free from open or rough areas, depressions, or projections. All concrete horizontal plane surfaces shall be brought flush to the proper elevation with the finished top surface struck-off with a straightedge and floated.

610-3.12 CURING AND PROTECTION. All concrete shall be properly cured in accordance with the recommendations in American Concrete Institute (ACI) 308R, Guide to External Curing of Concrete. The concrete shall be protected from damage until project acceptance.

610-3.13 COLD WEATHER PLACING. When concrete is placed at temperatures below 40°F (4°C), follow the cold weather concreting recommendations found in ACI 306R, Cold Weather Concreting.

610-3.14 HOT WEATHER PLACING. When concrete is placed in hot weather greater than 85ºF (30 ºC), follow the hot weather concreting recommendations found in ACI 305R, Hot Weather Concreting.

QUALITY ASSURANCE (QA)

610-4.1 QUALITY ASSURANCE SAMPLING AND TESTING. Concrete for each day's placement will be accepted on the basis of the compressive strength specified in paragraph 610-3.2. The RPR will sample the concrete in accordance with ASTM C172; test the slump in accordance with ASTM C143; test air content in accordance with ASTM C231; make and cure compressive strength specimens in accordance with ASTM C31; and test in accordance with ASTM C39. The QA testing agency will meet the requirements of ASTM C1077.

The Contractor shall provide adequate facilities for the initial curing of cylinders.

610-4.2 DEFECTIVE WORK. Any defective work that cannot be satisfactorily repaired as determined by the RPR, shall be removed and replaced at the Contractor's expense. Defective work includes, but is not limited to, uneven dimensions, honeycombing and other voids on the surface or edges of the concrete.

METHOD OF MEASUREMENT

610-5.1 Concrete shall be measured by the square yard (square meter) of concrete complete in place and accepted.

BASIS OF PAYMENT

610-6.1 Payment shall be made at the contract unit price per square yard (square meter). This price shall be full compensation for furnishing all materials including reinforcement and embedded items and for all preparation, delivery, installation, and curing of these materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

P-610-1	***6" Structural Cement Concrete, Approach Aprons***	– ***per Square Yard (SY)***

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM A184	Standard Specification for Welded Deformed Steel Bar Mats for Concrete Reinforcement
ASTM A615	Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement
ASTM A704	Standard Specification for Welded Steel Plain Bar or Rod Mats for Concrete Reinforcement
ASTM A706	Standard Specification for Low-Alloy Steel Deformed and Plain Bars for Concrete Reinforcement
ASTM A775	Standard Specification for Epoxy-Coated Steel Reinforcing Bars
ASTM A884	Standard Specification for Epoxy-Coated Steel Wire and Welded Wire Reinforcement
ASTM A934	Standard Specification for Epoxy-Coated Prefabricated Steel Reinforcing Bars
ASTM A1064	Standard Specification for Carbon-Steel Wire and Welded Wire Reinforcement, Plain and Deformed, for Concrete
ASTM C31	Standard Practice for Making and Curing Concrete Test Specimens in the Field
ASTM C33	Standard Specification for Concrete Aggregates
ASTM C39	Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens
ASTM C94	Standard Specification for Ready-Mixed Concrete
ASTM C136	Standard Test Method for Sieve or Screen Analysis of Fine and Coarse Aggregates
ASTM C114	Standard Test Methods for Chemical Analysis of Hydraulic Cement
ASTM C136	Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates
ASTM C143	Standard Test Method for Slump of Hydraulic-Cement Concrete
ASTM C150	Standard Specification for Portland Cement
ASTM C171	Standard Specification for Sheet Materials for Curing Concrete
ASTM C172	Standard Practice for Sampling Freshly Mixed Concrete

ASTM C231	Standard Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method
ASTM C260	Standard Specification for Air-Entraining Admixtures for Concrete
ASTM C309	Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete
ASTM C311	Standard Test Methods for Sampling and Testing Fly Ash or Natural Pozzolans for Use in Portland-Cement Concrete
ASTM C494	Standard Specification for Chemical Admixtures for Concrete
ASTM C618	Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use in Concrete
ASTM C666	Standard Test Method for Resistance of Concrete to Rapid Freezing and Thawing
ASTM C685	Standard Specification for Concrete Made by Volumetric Batching and Continuous Mixing
ASTM C989	Standard Specification for Slag Cement for Use in Concrete and Mortars
ASTM C1017	Standard Specification for Chemical Admixtures for Use in Producing Flowing Concrete
ASTM C1077	Standard Practice for Agencies Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Testing Agency Evaluation
ASTM C1157	Standard Performance Specification for Hydraulic Cement
ASTM C1260	Standard Test Method for Potential Alkali Reactivity of Aggregates (Mortar-Bar Method)
ASTM C1365	Standard Test Method for Determination of the Proportion of Phases in Portland Cement and Portland-Cement Clinker Using X-Ray Powder Diffraction Analysis
ASTM C1602	Standard Specification for Mixing Water Used in the Production of Hydraulic Cement Concrete
ASTM D1751	Standard Specification for Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Nonextruding and Resilient Asphalt Types)

ASTM D1752	Standard Specification for Preformed Sponge Rubber Cork and Recycled PVC Expansion Joint Fillers for Concrete Paving and Structural Construction

American Concrete Institute (ACI)

ACI 305R	Hot Weather Concreting
ACI 306R	Cold Weather Concreting
ACI 308R	Guide to External Curing of Concrete
ACI 309R	Guide for Consolidation of Concrete

END OF ITEM P-610

ITEM L-101 AIRPORT ROTATING BEACONS

DESCRIPTION

101-1.1 This item shall consist of removal of existing beacon; furnishing and installing new airport rotating beacons. The work shall include mounting, leveling, wiring, painting, maintaining, and testing of the beacon. In addition, this item also includes all materials and incidentals necessary to place the beacon in a serviceable condition (as a completed unit) to the satisfaction of the RPR. This item shall include a mounting platform if specified in the plans.

EQUIPMENT AND MATERIALS

101-2.1 GENERAL.

a. Airport lighting equipment and materials covered by advisory circulars (ACs) shall be certified in AC 150/5345-53, Airport Lighting Equipment Certification Program (ALECP) and listed in the ALECP Addendum.

b. All other equipment and materials covered by other referenced specifications shall be subject to acceptance through manufacturer's certification of compliance with the applicable specification when requested by the RPR.

c. Manufacturer's certifications shall not relieve the Contractor of the responsibility to provide materials that are per these specifications. Materials supplied and/or installed that do not comply with these specifications shall be removed (when directed by the RPR) and replaced with materials, that are per these specifications, at the Contractor's cost.

d. All materials and equipment used to construct this item shall be submitted to the RPR for approval prior to ordering the equipment. Submittals consisting of marked catalog sheets or shop drawings shall be provided. Submittal data shall be presented in a clear, precise and thorough manner. Original catalog sheets are preferred. Photocopies are acceptable provided they are as good a quality as the original. Clearly mark each copy to identify the products or models applicable to this project. Indicate all optional equipment and delete any non-pertinent data. Submittals for components or electrical equipment and systems shall identify the equipment to which they apply on each submittal sheet. Markings shall be made bold and clear with arrows or circles (highlighting is not acceptable). The Contractor is solely responsible for delays in the project that accrue directly or indirectly from late submissions or resubmissions of submittals.

e. The data submitted shall be sufficient, in the opinion of the RPR, to determine compliance with the Contract Documents plans and specifications. The Contractor's submittals shall be in an electronic pdf file format, tabbed by specification section. The RPR reserves the right to reject any and all equipment, materials or procedures that do not meet the system design and the standards and codes, specified in this document.

f. All equipment and materials furnished and installed in this section shall be guaranteed against defects in materials and workmanship for at least twelve (12) months from the date of final acceptance by the Owner. The defective materials and/or equipment shall be repaired or replaced, at the Owner's discretion, with no additional cost to the Owner.

101-2.2 Beacon. The beacon shall be a Type L-801A(L) Class 1 beacon meeting the requirements of AC 150/5345-12, Specification for Airport and Heliport Beacons.

101-2.3 BEACON INSTALLATION. Installation shall be as shown on the plans. Provide two lamp sets as spares.

101-2.4 PANEL BOARDS AND BREAKERS. Panel boards and breakers shall conform to the requirements of Federal Specification W-P-115, Panel, Power Distribution.

101-2.5 WEATHERPROOF CABINETS. The weatherproof cabinets shall conform to National Electrical Manufacturers Association Standards (NEMA) and shall be constructed of steel not less than No. 16 United States Standard (USS) gauge.

101-2.6 ELECTRICAL WIRE. For ratings up to 600 volts, moisture and heat resistant thermoplastic wire conforming to Commercial Item Description A-A-59544A Type THWN-2 shall be used. The wires shall be the type, size, number of conductors, and voltage shown in the plans or in the proposal.

101-2.7 CONDUIT. Rigid steel conduit and fittings shall be per Underwriters Laboratories Standards 6, 514B, and 1242.

101-2.8 PAINT.

a. Priming paint for non-galvanized metal surfaces shall be a high solids alkyd primer compatible with the manufacturer's recommendations for the intermediate or topcoat.

b. Priming paint for galvanized metal surfaces shall be a zinc-rich epoxy primer paint per MIL-DTL-24441/19C, Formula 159, Type III. Use MIL-24441 thinner per paint manufacturer's recommendations.

c. Orange paint for the body and the finish coats on metal and wood surfaces shall consist of a ready-mixed non-fading paint meeting the requirements of Master Painter's Institute (MPI) Reference #9 (gloss). The color shall be per Federal Standard 595, International Orange Number 12197.

d. White paint for body and finish coats on metal and wood surfaces shall be ready-mixed paint per the Master Painter's Institute, Reference #9, Exterior Alkyd, Gloss, volatile organic content (VOC) Range E2.

e. Priming paint for wood surfaces shall be mixed on the job by thinning the above-specified orange or white paint with 1/2 pint (0.24 liter (l)) of raw linseed oil to each gallon (liter).

CONSTRUCTION METHODS

101-3.1. PLACING THE BEACON. The beacon shall be mounted as shown in the plans.

101-3.2 HOISTING AND MOUNTING. The beacon shall be hoisted to the mounting platform by using suitable slings and hoisting tackle. Before fastening the beacon to the mounting platform, the mounting holes shall be checked for correct spacing. Beacon base or mounting legs shall not be strained or forced out of position to fit incorrect spacing of mounting holes. The beacon base shall be raised first, set in position, and bolted in place. The drum shall then be raised and assembled to the base.

101-3.3 LEVELING. After the beacon has been mounted, it shall be accurately leveled following the manufacturer's instructions. The leveling shall be checked in the presence of the RPR and shall be to the RPR's satisfaction.

101-3.4 SERVICING. Before placing the beacon in operation, the Contractor shall check the manufacturer's manual for proper servicing requirements. Follow the manufacturer's servicing instructions for each size of beacon.

101-3.5 BEAM ADJUSTMENT. After the beacon has been mounted and leveled, the elevation of the beam shall be adjusted. The final beam adjustments shall be made at night so that results can be readily observed. The beams shall be adjusted to the elevation directed by the RPR or as shown in the plans. See AC 150/5340-30 for additional information about airport beacon beam adjustment.

101-3.6 BEACON MOUNTING PLATFORM. Not Used

101-3.7 WIRING. The Contractor shall furnish all necessary labor and materials and shall make complete above ground electrical connections per the wiring diagram furnished with the project plans. The electrical installation shall conform to the requirements of the latest edition of National Fire Protection Association, NFPA-70, National Electrical Code (NEC).

If underground cable for the power feed from the transformer vault to the beacon site and duct for this cable installation is required, the cable, ground rods and duct shall be installed as shown on the plans.

If shown on the plans, the Contractor shall connect the tell-tale relay mechanism in the beacon to energize the tower obstruction light circuit when failure of the beacon service (primary) lamp occurs.

If lightning protection is specified in the plans, it shall be installed per Item L-103, Airport Beacon Towers, paragraph 103-2.3.

101-3.8 PANEL AND CABINET. If shown on the plans, the Contractor shall furnish and install at the top of the beacon tower or mounting platform a circuit-breaker panel consisting of four 15-ampere breakers mounted in a weather-proof cabinet to provide separate protection for the circuits to the beacon lamps, motor, obstruction lights, and other equipment. The cabinet shall be located on the side of the beacon platform as shown on the plans or as directed by the RPR.

101-3.9 CONDUIT. All exposed wiring shall be run in not less than 3/4 inch (19 mm) galvanized rigid steel conduit. Outdoor rated, liquid-tight, flexible metal conduit may be used for final connection at the beacon equipment. No conduit shall be installed on top of a beacon platform floor. All conduits shall be installed to provide for drainage. If mounted on a steel beacon tower, the conduit shall be fastened to the tower members with Wraplock® straps (or equivalent), clamps, or approved fasteners, spaced approximately 5 feet (1.5 m) apart. The conduit shall be

fastened to wooden structures with galvanized pipe straps and with galvanized wood screws not less than No. 8 or less than 1-1/4 inches (32 mm) long. There shall be at least two fastenings for each 10 feet (3 m) length.

101-3.10 BOOSTER TRANSFORMER. Not used.

101-3.11 PHOTOELECTRIC CONTROL. If shown in the plans or specified in the job specifications, the Contractor shall furnish and install an automatic control switch at the location indicated in the plans. The switch shall be a photoelectric type. It shall be a standard commercially available unit that will energize when the illumination on a vertical surface facing North decreases to 25 to 35 foot-candles (269 to 377 lux). The photoelectric switch should de-energize when the illumination rises to 50 to 60 foot-candles (538 to 646 lux). The photoelectronic switch shall be installed, connected, and adjusted per the manufacturer's instructions.

101-3.12 OBSTRUCTION LIGHTS. Unless otherwise specified, the Contractor shall install on the top of the beacon tower or mounting platform a L-810 obstruction light. The light shall be mounted on conduit extensions to a height of not less than 4 inches (100 mm) above the top of the beacon.

101-3.13 PAINTING. If construction of a wooden mounting platform is stipulated in the proposal as part of this item, all wooden parts of the platform shall be given one priming coat of white or aviation-orange paint after fabrication but before erection and one body and one finish coat of international-orange paint after erection. Steel mounting platforms shall be given one priming coat of corrosion-inhibiting primer before erection and one body and one finish coat of international-orange paint after erection. All equipment installed under this contract and exposed to the weather shall be given one body and one finish coat of international-orange (per Federal Standard 595, Number 12197) or white paint as required. This shall include the beacon (except glass surfaces), beacon base, breaker cabinet, all conduit, and transformer cases. It shall not include lightning protection system air terminals or obstruction light globes.

Apply the paint uniformly at the proper consistency. The finished paint shall be free from sags, holidays, and smears. Each coat of paint shall be given ample time to dry and harden before the next coat of paint is applied. A minimum of three (3) days shall be allowed for drying on wood surfaces, and a minimum of four (4) days shall be allowed for drying on metal surfaces. Painting shall not be performed in cold, damp, foggy, dusty, or frosty atmospheres, or when the air temperature is below 40°F (4°C), nor started when the weather forecast indicates such conditions for the day.

All surfaces shall be cleaned before painting. The surfaces shall be dry and free from scale, grease, rust, dust, and dirt. All knots in wood surfaces shall be covered with shellac immediately before applying the priming coat of paint. Nail holes and permissible imperfections shall be filled with putty. The ready-mixed paint shall be thinned for the priming and body coats per the manufacturer's recommendations. In the absence of such recommendations, the following shall apply:

a. Body coats (for both wood and steel surfaces) - add 1/2 pint (0.24 liter) of turpentine to each gallon (liter) of ready-mixed paint for body coats.

b. Finish coats (for both wood and steel surfaces) the ready-mixed paint shall be used as it comes from the container for finish coats.

101-3.14 TESTING. The beacon installation shall be fully tested as a completed unit prior to acceptance. These tests shall include operation of the lamp-changer and performing insulation resistance and voltage readings. The insulation resistance to ground of the beacon power supply circuit shall be not less than 100 megohms when measured ungrounded. The Contractor must furnish testing equipment. Tests shall be conducted in the presence of the RPR and shall be to the RPR's satisfaction.

METHOD OF MEASUREMENT

101-4.1 The quantity to be paid for beacons shall be the number of beacons installed as completed units with tip-down pole in place, accepted, and ready for operation with all incidentals and appurtenances. This shall also include the installation of new full-sized circuit breakers in vault distribution panel for the beacon contactor, and new beacon contactor as well as ancillary conduit and conductors from the distribution panel to the new contactor. The new systems shall be installed parallel to existing systems during construction, see plan sheets for details.

This pay item shall also include the complete installation of an equipment pole installed on a concrete pad with a 120V, 30A, non-fused NEMA 4X heavy duty safety switch, weatherproof in-use electrical outlet cover and GFCI outlet, conduit for equipment, and proper grounding as per plan details.

BASIS OF PAYMENT

101-5.1 Payment will be made at the contract unit price for each completed and accepted job. This price shall be full compensation for the furnishing of all materials and for all preparation, assembly, and installation of these materials, and for all labor, equipment, tools, and incidentals necessary to complete this item.

Payment will be made under:

Item L-101-1	L-801A(L) Rotating Beacon Installed with 75.00' Tip-Down Pole and Equipment Pole Complete The lump sum pay item shall include the full compensation to install complete a new, fully operational LED 801A(L) beacon and tip-down pole. This item shall include the installation of full-sized circuit breakers, photocell, beacon contactor, conduit and conductors for contactor, including all incidentals and appurtenances required. This item shall also include the installation of a complete equipment pole on a concrete pad with 120V, 30A, non-fused NEMA 4X heavy duty safety switch for beacon.	- Lump Sum (LS)

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Advisory Circulars (AC)

AC 150/5345-7	Specification for L-824 Underground Cable for Airport Lighting Circuits
AC 150/5345-12	Specification for Airport and Heliport Beacons
AC 150/5340-30	Design and Installation Details for Airport Visual Aids
AC 150/5345-53	Airport Lighting Equipment Certification Program
AC 150/5390-2	Heliport Design

Commercial Item Description

A-A-59544A	Cable and Wire, Electrical (Power, Fixed Installation)

Federal Specification (FED SPEC)

FED SPEC W-P-115	Panel, Power Distribution

Federal Standard (FED STD)

FED STD 595	Colors Used in Government Procurement

Master Painter Institute (MPI)

MPI Reference #9	Alkyd, Exterior, Gloss (MPI Gloss Level 6)

Mil Spec

MIL-DTL-24441C/19C	Paint, Epoxy-Polyamide, Zinc Primer, Formula 159, Type III

National Fire Protection Association (NFPA)

NFPA-70	National Electric Code (NEC)
NFPA-780	Standard for the Installation of Lightning Protection Systems

Underwriters Laboratories (UL)

UL Standard 6	Electrical Rigid Metal Conduit – Steel
UL Standard 514B	Conduit, Tubing, and Cable Fittings
UL Standard 1242	Electrical Intermediate Metal Conduit - Steel

END OF ITEM L-101

ITEM L-103 AIRPORT BEACON TOWERS

DESCRIPTION

103-1.1 This item shall consist of furnishing and installing an airport beacon tip-down pole of the type shown in the plans, per these specifications. This work shall include the clearing of the site, erection of the tip-down pole, installation of lightning protection, painting, and all incidentals necessary to place it in operating condition as a completed unit to the satisfaction of the RPR. See advisory circular (AC) 150/5340-30 for additional installation information about airport beacon towers.

EQUIPMENT AND MATERIALS

103-2.1 GENERAL.

a. All equipment and materials covered by referenced specifications shall be subject to acceptance through manufacturer's certification of compliance with the applicable specification when requested by the RPR.

b. Manufacturer's certifications shall not relieve the Contractor of the responsibility to provide materials per these specifications. Materials supplied and/or installed that do not comply with these specifications shall be removed (when directed by the RPR) and replaced with materials, that are per these specifications, at the Contractor's cost.

c. All materials and equipment used to construct this item shall be submitted to the RPR for approval prior to ordering the equipment. Submittals consisting of marked catalog sheets or shop drawings shall be provided. Submittal data shall be presented in a clear, precise and thorough manner. Original catalog sheets are preferred. Photocopies are acceptable provided they are as good a quality as the original. Clearly and boldly mark each copy to identify products or models applicable to this project. Indicate all optional equipment and delete any non-pertinent data. Submittals to components of electrical equipment and systems shall identify the equipment for which they apply on each submittal sheet. Markings shall be made bold and clear with arrows or circles (highlighting is not acceptable). The Contractor is solely responsible for delays in the project that may accrue directly or indirectly from late submissions or resubmissions of submittals.

d. The data submitted shall be sufficient, in the opinion of the RPR, to determine compliance with the plans and specifications. The Contractor's submittals shall be in an electronic pdf file format, tabbed by specification section. The RPR reserves the right to reject any and all equipment, materials or procedures that do not meet the system design and the standards and codes, specified in this document.

e. All equipment and materials furnished and installed under this section shall be guaranteed against defects in materials and workmanship for at least twelve (12) months from the date of final acceptance by the Owner. The defective materials and/or equipment shall be repaired or replaced, at the Owner's discretion, with no additional cost to the Owner.

103-2.2 TOWER. The beacon tower shall be a tip-down pole tower.

103-2.3 LIGHTNING PROTECTION. Lightning protection shall comply with NFPA-780, Standard for the Installation of Lightning Protection Systems. All materials shall comply with NFPA 780 Class II material requirements regardless of the tower height.

103-2.4 PAINT.

a. Priming paint for galvanized steel towers shall be zinc dust-zinc oxide primer paint per MIL-DTL-24441C/19B. Use MIL-24441 thinner per paint manufacturer's recommendations.

b. Priming paint for non-galvanized steel towers shall be a high solids alkyd primer per the Master Painter's Institute (MPI), Reference #9, Exterior Alkyd, Gloss.

c. Orange paint for the body and the finish coats on metal and wood surfaces shall consist of a ready-mixed non-fading paint MPI Reference #9 (gloss). The color shall be per Federal Standards 595, International Orange Number 12197.

d. White paint for a steel tower shall be ready-mixed paint per MPI #8.

CONSTRUCTION METHODS

103-3.1 CLEARING AND GRADING. The site on which the beacon tower is to be erected shall be cleared and leveled. All trees and brush shall be removed from the area within a distance of 25 feet (7.5 m) from the tower or as called for in the plans. Stumps shall be removed to a depth of 18 inches (0.5 m) below finished grade and the excavation filled with earth and tamped. If a transformer vault or other structure is included as part of the installation, the area shall be cleared to a distance of 25 feet (7.5 m) from these structures. The ground near the tower shall be leveled to permit the operation of mowing machines. The leveling shall extend at least 2 feet (60 cm) outside the tower legs. All debris removed from the tower site shall be disposed of by the Contractor to the satisfaction of the RPR and per federal, state, or local regulations.

103-3.2 EXCAVATION AND FILL. Excavation for the tower footings shall be carried to a minimum of 4 inches (100 mm) below the footing depth. The excess excavation below the footing depth shall then be backfilled with gravel or crushed stone and compacted to the required level. The footing plates shall be installed, and a thickness of not less than 18 inches (0.5 m) of the same gravel or crushed stone shall be placed immediately above the footing plates in layers of not over 6 inches (150 mm). Each layer above the footing plates shall be thoroughly tamped in place. The remainder of the backfill may be of excavated earth placed in layers not to exceed 6 inches (150 mm). Each layer shall be thoroughly compacted by tamping.

Where solid rock is encountered, which prevents the carrying of the foundation legs to the required depth but which is of sufficient strength to use hold-down bolts, the tower anchor posts shall be cut off at the required length and the hold-down bolts shall be installed as indicated in the plans with the approval of the RPR. Each tower leg shall be anchored to the rock by means of two 7/8-inch (22 mm) diameter by 3 feet (1 m) long expansion or split bolts and shall be grouted with neat Portland cement into holes drilled into the natural rock. Except as required for rock foundations, the footing members shall not be cut off or shortened. If excavated material is of such consistency that it will not readily compact when backfilled, the RPR may order the excavation backfilled with concrete or other suitable material.

The concrete footing for beacon towers shall be installed per the manufacturer's recommendations. Portions of the footing in the topsoil layer shall not be included in the footing height.

103-3.3 ERECTION. Tower erection as shown on the plans and detailed erection drawings furnished by the manufacturer shall be strictly followed during construction. All towers shall be erected in sections from the ground up unless otherwise specified. For final assembly, all bolts and fastenings shall be installed, and the structure shall be plumb, true, square, and level. Nuts shall be taken up to a firm bearing after which the bolts shall, if necessary, be cut to proper length to protrude three full threads. Approved locknuts shall be placed on each bolt over the regular nut. Ladder bolts shall be inserted with the head to the outer face of the tower. Diagonal, leg, and handrail bolts shall be installed with nuts on the outer face of the tower, unless otherwise specified. Bent parts shall be straightened before erection without damage to the protective coating. Surfaces abraded or bared of protective coating shall be painted with the proper priming paint per these specifications.

The Contractor shall install the ladder on the side of the tower adjacent to the driveway or most accessible approach to the tower. Beacon towers shall be erected per the manufacturer's recommendations. The safety cable shall be located on the side of the tower adjacent to the driveway or most accessible approach to the tower.

103-3.4 LIGHTNING PROTECTION. The Contractor shall furnish and install a Class II lightning protection system in accordance with NFPA 780. Ground rods and underground cables shall be installed in accordance with the plans.

Down-conductor cables shall be securely fastened to the surface of the tower leg at 5 feet (1.5 m) intervals with suitable bronze fasteners having bronze or noncorrosive metal bolts. Sharp turns or bends in the down conductor will not be permitted.

All connections of cable to cable, cable to air terminals, and cable to ground plates or rods shall be made with solder-less connectors or noncorrosive metal approved by the RPR and shall be of substantial construction.

The down-conductor cable shall be securely attached to ground rods or plates placed at least 2 feet (60 cm) away from the tower foundations. The ground rod shall be driven into the ground so that the top is at least 6 inches (150 mm) below grade. The down-conductor shall be firmly attached to the ground plate or rod by means of an exothermic weld only. Plates shall be embedded in an area of permanent moisture.

The complete lightning protection installation shall be accomplished to the satisfaction of the RPR. The resistance to ground of any part of the lightning protection system shall not exceed 10 ohms. If a single rod grounding electrode has a resistance to earth of over 10 ohms, then install one supplemental rod not less than 10 feet from the first rod. If desired resistance to ground levels are still not achieved, see FAA-STD-019 for guidance on the application of coke breeze.

103-3.5 PAINTING. The Contractor shall furnish all materials and labor for painting the beacon tower. The color scheme for the steel tower shall be as shown in the plans.

a. Parts to be painted. Tower parts (except those parts to be exposed to earth) shall not be treated or primed before erection. All tower parts placed below ground level or within 12 inches (300 mm) above ground level shall be given two coats of approved asphalt paint.

Apply the proper consistency of paint uniformly. The finished paint shall be free from sags, holidays, and smears. Division lines between colors shall be sharply defined. Each coat of paint shall be given ample time to dry and harden before the next coat is applied. A minimum of four (4) days shall be allowed for drying on metal surfaces. Painting shall not be done in cold, damp, foggy, or dusty atmospheres, or when air temperature is below 40°F (4°C), nor started when the weather forecast indicates such conditions for the day.

All surfaces shall be cleaned before painting. The surfaces shall be dry and free from scale, grease, rust, dust, and dirt when paint is applied.

The number of coats of paint applied shall be per the following instructions:

b. Steel towers, galvanized. One priming coat of zinc dust-zinc oxide primer after erection and one body and one finish of white or orange paint (as required by the color scheme) shall be applied after erection.

c. Steel towers, not galvanized. Not Used.

d. Body coats. Add not more than 1/2 pint (0.24 liters) of turpentine to each gallon (liter) of ready-mixed paint for body coats.

e. Finish coats. The ready-mixed paint shall be used as it comes from the container for finish coats.

METHOD OF MEASUREMENT

103-4.1 The items described in item L-103 are incidental to other pay items and shall not be measured for payment.

BASIS OF PAYMENT

103 5.1 No direct payment shall be made for the work described in L-103. The work described in L-103 is incidental to the L-101-1 pay item.

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Advisory Circulars (AC)

AC 150/5340-30 Installation and Design Details for Airport Visual Aids

Master Painter's Institute (MPI)

MPI Reference #8 Alkyd, Exterior, Flat (MPI Gloss Level 1)

MPI Reference #9 Alkyd, Exterior, Gloss (MPI Gloss Level 6)

Federal Standard (FED STD)

FED STD 595 Colors Used in Government Procurement

Mil Standard

MIL-DTL-24441C/19B Paint, Epoxy-Polyamide, Zinc Primer, Formula 159, Type III

National Fire Protection Association (NFPA)

NFPA-780 Standard for the Installation of Lightning Protection Systems

END OF ITEM L-103

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ITEM L-108 UNDERGROUND POWER CABLE FOR AIRPORTS

DESCRIPTION

108-1.1 This item shall consist of furnishing and installing power cables that are direct buried and furnishing and/or installing power cables within conduit or duct banks per these specifications at the locations shown on the plans. It includes excavation and backfill of trench for direct-buried cables only. Also included are the installation of counterpoise wires, ground wires, ground rods and connections, cable splicing, cable marking, cable testing, and all incidentals necessary to place the cable in operating condition as a completed unit to the satisfaction of the RPR. This item shall not include the installation of duct banks or conduit, trenching and backfilling for duct banks or conduit, or furnishing or installation of cable for FAA owned/operated facilities.

EQUIPMENT AND MATERIALS

108-2.1 GENERAL.

a. Airport lighting equipment and materials covered by advisory circulars (AC) shall be approved under the Airport Lighting Equipment Certification Program per AC 150/5345-53, current version.

b. All other equipment and materials covered by other referenced specifications shall be subject to acceptance through manufacturer's certification of compliance with the applicable specification, when requested by the RPR.

c. Manufacturer's certifications shall not relieve the Contractor of the responsibility to provide materials per these specifications. Materials supplied and/or installed that do not comply with these specifications shall be removed (when directed by the RPR) and replaced with materials that comply with these specifications at the Contractor's cost.

d. All materials and equipment used to construct this item shall be submitted to the RPR for approval prior to ordering the equipment. Submittals consisting of marked catalog sheets or shop drawings shall be provided. Submittal data shall be presented in a clear, precise and thorough manner. Original catalog sheets are preferred. Photocopies are acceptable provided they are as good a quality as the original. Clearly and boldly mark each copy to identify products or models applicable to this project. Indicate all optional equipment and delete any non-pertinent data. Submittals for components of electrical equipment and systems shall identify the equipment to which they apply on each submittal sheet. Markings shall be made bold and clear with arrows or circles (highlighting is not acceptable). The Contractor is solely responsible for delays in the project that may accrue directly or indirectly from late submissions or resubmissions of submittals.

e. The data submitted shall be sufficient, in the opinion of the RPR, to determine compliance with the plans and specifications. The Contractor's submittals shall be electronically submitted in pdf format. The RPR reserves the right to reject any and all equipment, materials, or procedures that do not meet the system design and the standards and codes, specified in this document.

f. All equipment and materials furnished and installed under this section shall be guaranteed against defects in materials and workmanship for at least twelve (12) months from the date of final acceptance by the Owner. The defective materials and/or equipment shall be repaired or replaced, at the Owner's discretion, with no additional cost to the Owner. The Contractor shall maintain a minimum insulation resistance in accordance with paragraph 108-3.10e with isolation transformers connected in new circuits and new segments of existing circuits through the end of the contract warranty period when tested in accordance with AC 150/5340-26, *Maintenance Airport Visual Aid Facilities*, paragraph 5.1.3.1, Insulation Resistance Test.

108-2.2 CABLE. Underground cable for airfield lighting facilities (runway and taxiway lights and signs) shall conform to the requirements of AC 150/5345-7, Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits latest edition. Conductors for use on 6.6 ampere primary airfield lighting series circuits shall be single conductor, seven strand, #8 American wire gauge (AWG), L-824 Type C, 5,000 volts, non-shielded, with cross-linked polyethylene insulation. Conductors for use on 20 ampere primary airfield lighting series circuits shall be single conductor, seven strand, #6 AWG, L-824 Type C, 5,000 volts, non-shielded, with cross-linked polyethylene insulation. L-824 conductors for use on the L-830 secondary of airfield lighting series circuits shall be sized in accordance with the manufacturer's recommendations. All other conductors shall comply with FAA and National Electric Code (NEC) requirements. Conductor sizes noted above shall not apply to leads furnished by manufacturers on airfield lighting transformers and fixtures.

Wire for electrical circuits up to 600 volts shall comply with Specification L-824 and/or Commercial Item Description A-A-59544A and shall be type THWN-2, 75°C for installation in conduit and RHW-2, 75°C for direct burial installations. Conductors for parallel (voltage) circuits shall be type and size and installed in accordance with NFPA-70, National Electrical Code.

Unless noted otherwise, all 600-volt and less non-airfield lighting conductor sizes are based on a 75°C, THWN-2, 600-volt insulation, copper conductors, not more than three single insulated conductors, in raceway, in free air. The conduit/duct sizes are based on the use of THWN-2, 600-volt insulated conductors. The Contractor shall make the necessary increase in conduit/duct sizes for other types of wire insulation. In no case shall the conduit/duct size be reduced. The minimum power circuit wire size shall be #12 AWG.

Conductor sizes may have been adjusted due to voltage drop or other engineering considerations. Equipment provided by the Contractor shall be capable of accepting the quantity and sizes of conductors shown in the Contract Documents. All conductors, pigtails, cable step-down adapters, cable step-up adapters, terminal blocks and splicing materials necessary to complete the cable termination/splice shall be considered incidental to the respective pay items provided.

Cable type, size, number of conductors, strand and service voltage shall be as specified in the Contract Document.

108-2.3 BARE COPPER WIRE (COUNTERPOISE, BARE COPPER WIRE GROUND AND GROUND RODS). Wire for counterpoise or ground installations for airfield lighting systems shall be No. 2 AWG bare solid copper wire for counterpoise and/or No. 2 AWG insulated stranded for grounding bond wire per ASTM B3 and ASTM B8, and shall be bare copper wire. For voltage powered circuits, the equipment grounding conductor shall comply with NEC Article 250.

Ground rods shall be sectional copper-clad steel. The ground rods shall be of the length and diameter specified on the plans, but in no case be less than 10 feet long and 3/4 inch in diameter.

108-2.4 Cable connections. In-line connections or splices of underground primary cables shall be of the type called for on the plans, and shall be one of the types listed below. No separate payment will be made for cable connections.

a. The cast splice. A cast splice, employing a plastic mold and using epoxy resin equivalent to that manufactured by 3M™ Company, “Scotchcast” Kit No. 82-B, or an approved equivalent, used for potting the splice is acceptable.

b. The field-attached plug-in splice. Field attached plug-in splices shall be installed as shown on the plans. The Contractor shall determine the outside diameter of the cable to be spliced and furnish appropriately sized connector kits and/or adapters. Tape or heat shrink tubing with integral sealant shall be in accordance with the manufacturer’s requirements. Primary Connector Kits manufactured by Amerace, "Super Kit", Integro "Complete Kit", or approved equal is acceptable.

c. The factory-molded plug-in splice. Specification for L-823 Connectors, Factory-Molded to Individual Conductors, is acceptable.

d. The taped or heat-shrink splice. Taped splices employing field-applied rubber, or synthetic rubber tape covered with plastic tape is acceptable. The rubber tape should meet the requirements of ASTM D4388 and the plastic tape should comply with Military Specification MIL-I-24391 or Commercial Item Description A-A-55809. Heat shrinkable tubing shall be heavy-wall, self-sealing tubing rated for the voltage of the wire being spliced and suitable for direct-buried installations. The tubing shall be factory coated with a thermoplastic adhesive-sealant that will adhere to the insulation of the wire being spliced forming a moisture- and dirt-proof seal. Additionally, heat shrinkable tubing for multi-conductor cables, shielded cables, and armored cables shall be factory kits that are designed for the application. Heat shrinkable tubing and tubing kits shall be manufactured by Tyco Electronics/ Raychem Corporation, Energy Division, or approved equivalent.

In all the above cases, connections of cable conductors shall be made using crimp connectors using a crimping tool designed to make a complete crimp before the tool can be removed. All L-823/L-824 splices and terminations shall be made per the manufacturer’s recommendations and listings.

All connections of counterpoise, grounding conductors and ground rods shall be made by the exothermic process or approved equivalent, except that a light base ground clamp connector shall be used for attachment to the light base. All exothermic connections shall be made per the manufacturer’s recommendations and listings.

108-2.5 SPLICER QUALIFICATIONS. Every airfield lighting cable splicer shall be qualified in making airport cable splices and terminations on cables rated at or above 5,000 volts AC. The Contractor shall submit to the RPR proof of the qualifications of each proposed cable splicer for the airport cable type and voltage level to be worked on. Cable splicing/terminating personnel shall have a minimum of three (3) years continuous experience in terminating/splicing medium voltage cable.

108-2.6 CONCRETE. Concrete shall be proportioned, placed, and cured per Item P-610, Concrete for Miscellaneous Structures.

108-2.7 FLOWABLE BACKFILL. Flowable material used to backfill trenches for power cable trenches shall conform to the requirements of Item P-153, Controlled Low Strength Material.

108-2.8 CABLE IDENTIFICATION TAGS. Cable identification tags shall be made from a non-corrosive material with the circuit identification stamped or etched onto the tag. The tags shall be of the type as detailed on the plans.

108-2.9 TAPE. Electrical tapes shall be Scotch™ Electrical Tapes –Scotch™ 88 (1-1/2 inch (38 mm) wide) and Scotch™ 130C® linerless rubber splicing tape (2-inch (50 mm) wide), as manufactured by the Minnesota Mining and Manufacturing Company (3M™), or an approved equivalent.

108-2.10 ELECTRICAL COATING. Electrical coating shall be Scotchkote™ as manufactured by 3M™, or an approved equivalent.

108-2.11 EXISTING CIRCUITS. Whenever the scope of work requires connection to an existing circuit, the existing circuit's insulation resistance shall be tested, in the presence of the RPR. The test shall be performed per this item and prior to any activity that will affect the respective circuit. The Contractor shall record the results on forms acceptable to the RPR. When the work affecting the circuit is complete, the circuit's insulation resistance shall be checked again, in the presence of the RPR. The Contractor shall record the results on forms acceptable to the RPR. The second reading shall be equal to or greater than the first reading or the Contractor shall make the necessary repairs to the existing circuit to bring the second reading above the first reading. All repair costs including a complete replacement of the L-823 connectors, L-830 transformers and L-824 cable, if necessary, shall be borne by the Contractor. All test results shall be submitted in the Operation and Maintenance (O&M) Manual.

108-2.12 DETECTABLE WARNING TAPE. Plastic, detectable, American Public Works Association (APWA) Red (electrical power lines, cables, conduit and lighting cable) with continuous legend tape shall be polyethylene film with a metalized foil core and shall be 3-6 inches (75-150 mm) wide. Detectable tape is incidental to the respective bid item. Detectable warning tape for communication cables shall be orange. Detectable warning tape color code shall comply with the APWA Uniform Color Code.

CONSTRUCTION METHODS

108-3.1 GENERAL. The Contractor shall install the specified cable at the approximate locations indicated on the plans. Unless otherwise shown on the plans, all cable required to cross under pavements expected to carry aircraft loads shall be installed in concrete encased duct banks. Cable shall be run without splices, from fixture to fixture.

Cable connections between lights will be permitted only at the light locations for connecting the underground cable to the primary leads of the individual isolation transformers. The Contractor shall be responsible for providing cable in continuous lengths for home runs or other long cable runs without connections unless otherwise authorized in writing by the RPR or shown on the plans.

In addition to connectors being installed at individual isolation transformers, L-823 cable connectors for maintenance and test points shall be installed at locations shown on the plans.

Cable circuit identification markers shall be installed on both sides of the L-823 connectors installed and on both sides of slack loops where a future connector would be installed.

Provide not less than 3 feet (1 m) of cable slack on each side of all connections, isolation transformers, light units, and at points where cable is connected to field equipment. Where provisions must be made for testing or for future above grade connections, provide enough slack to allow the cable to be extended at least one foot (30 cm) vertically above the top of the access structure. This requirement also applies where primary cable passes through empty light bases, junction boxes, and access structures to allow for future connections, or as designated by the RPR.

Primary airfield lighting cables installed shall have cable circuit identification markers attached on both sides of each L-823 connector and on each airport lighting cable entering or leaving cable access points, such as manholes, hand holes, pull boxes, junction boxes, etc. Markers shall be of sufficient length for imprinting the cable circuit identification legend on one line, using letters not less than 1/4 inch (6 mm) in size. The cable circuit identification shall match the circuits noted on the construction plans.

108-3.2 INSTALLATION IN DUCT BANKS OR CONDUITS. This item includes the installation of the cable in duct banks or conduit per the following paragraphs. The maximum number and voltage ratings of cables installed in each single duct or conduit, and the current-carrying capacity of each cable shall be per the latest version of the National Electric Code, or the code of the local agency or authority having jurisdiction.

The Contractor shall make no connections or splices of any kind in cables installed in conduits or duct banks.

Unless otherwise designated in the plans, where ducts are in tiers, use the lowest ducts to receive the cable first, with spare ducts left in the upper levels. Check duct routes prior to construction to obtain assurance that the shortest routes are selected and that any potential interference is avoided.

Duct banks or conduits shall be installed as a separate item per Item L-110, Airport Underground Electrical Duct Banks and Conduit. The Contractor shall run a mandrel through duct banks or conduit prior to installation of cable to ensure that the duct bank or conduit is open, continuous and clear of debris. The mandrel size shall be compatible with the conduit size. The Contractor shall swab out all conduits/ducts and clean light bases, manholes, etc., interiors immediately prior to pulling cable. Once cleaned and swabbed, the light bases and all accessible points of entry to the duct/conduit system shall be kept closed except when installing cables. Cleaning of ducts, light bases, manholes, etc., is incidental to the pay item of the item being cleaned. All raceway systems left open, after initial cleaning, for any reason shall be re-cleaned at the Contractor’s expense. The Contractor shall verify existing ducts proposed for use in this project as clear and open. The Contractor shall notify the RPR of any blockage in the existing ducts.

The cable shall be installed in a manner that prevents harmful stretching of the conductor, damage to the insulation, or damage to the outer protective covering. The ends of all cables shall be sealed with moisture-seal tape providing moisture-tight mechanical protection with minimum bulk, or alternately, heat shrinkable tubing before pulling into the conduit and it shall be left sealed until connections are made. Where more than one cable is to be installed in a conduit, all cable shall be pulled in the conduit at the same time. The pulling of a cable through duct banks or conduits may be accomplished by hand winch or power winch with the use of cable grips or pulling eyes. Maximum pulling tensions shall not exceed the cable manufacturer's recommendations. A non-hardening cable-pulling lubricant recommended for the type of cable being installed shall be used where required.

The Contractor shall submit the recommended pulling tension values to the RPR prior to any cable installation. If required by the RPR, pulling tension values for cable pulls shall be monitored by a dynamometer in the presence of the RPR. Cable pull tensions shall be recorded by the Contractor and reviewed by the RPR. Cables exceeding the maximum allowable pulling tension values shall be removed and replaced by the Contractor at the Contractor's expense.

The manufacturer's minimum bend radius or NEC requirements (whichever is more restrictive) shall apply. Cable installation, handling and storage shall be per manufacturer's recommendations. During cold weather, particular attention shall be paid to the manufacturer's minimum installation temperature. Cable shall not be installed when the temperature is at or below the manufacturer's minimum installation temperature. At the Contractor's option, the Contractor may submit a plan, for review by the RPR, for heated storage of the cable and maintenance of an acceptable cable temperature during installation when temperatures are below the manufacturer's minimum cable installation temperature.

Cable shall not be dragged across base can or manhole edges, pavement or earth. When cable must be coiled, lay cable out on a canvas tarp or use other appropriate means to prevent abrasion to the cable jacket.

108-3.3 INSTALLATION OF DIRECT-BURIED CABLE IN TRENCHES. Not Used.

108-3.4 CABLE MARKERS FOR DIRECT-BURIED CABLE. Not Used.

108-3.5 SPLICING. Connections of the type shown on the plans shall be made by experienced personnel regularly engaged in this type of work and shall be made as follows:

a. Cast splices. These shall be made by using crimp connectors for jointing conductors. Molds shall be assembled, and the compound shall be mixed and poured per the manufacturer's instructions and to the satisfaction of the RPR.

b. Field-attached plug-in splices. These shall be assembled per the manufacturer's instructions. These splices shall be made by plugging directly into mating connectors. The joint where the connectors come together shall be finished by one of the following methods: (1) wrapped with at least one layer of rubber or synthetic rubber tape and one layer of plastic tape, one-half lapped, extending at least 1-1/2 inches (38 mm) on each side of the joint (2) Covered with heat shrinkable tubing with integral sealant extending at least 1-1/2 inches (38 mm) on each side of the joint or (3) On connector kits equipped with water seal flap; roll-over water seal flap to sealing position on mating connector.

c. Factory-molded plug-in splices. These shall be made by plugging directly into mating connectors. The joint where the connectors come together shall be finished by one of the following methods: (1) Wrapped with at least one layer of rubber or synthetic rubber tape and one layer of plastic tape, one-half lapped, extending at least 1-1/2 inches (38 mm) on each side of the joint. (2) Covered with heat shrinkable tubing with integral sealant extending at least 1-1/2 inches (38 mm) on each side of the joint. or (3) On connector kits so equipped with water seal flap; roll-over water seal flap to sealing position on mating connector.

d. Taped or heat-shrink splices. A taped splice shall be made in the following manner:

Bring the cables to their final position and cut so that the conductors will butt. Remove insulation and jacket allowing for bare conductor of proper length to fit compression sleeve connector with 1/4 inch (6 mm) of bare conductor on each side of the connector. Prior to splicing, the two ends of the cable insulation shall be penciled using a tool designed specifically for this purpose and for cable size and type. Do not use emery paper on splicing operation since it contains metallic particles. The copper conductors shall be thoroughly cleaned. Join the conductors by inserting them equidistant into the compression connection sleeve. Crimp conductors firmly in place with crimping tool that requires a complete crimp before tool can be removed. Test the crimped connection by pulling on the cable. Scrape the insulation to assure that the entire surface over which the tape will be applied (plus 3 inches (75 mm) on each end) is clean. After scraping, wipe the entire area with a clean lint-free cloth. Do not use solvents.

Apply high-voltage rubber tape one-half lapped over bare conductor. This tape should be tensioned as recommended by the manufacturer. Voids in the connector area may be eliminated by highly elongating the tape, stretching it just short of its breaking point. The manufacturer's recommendation for stretching tape during splicing shall be followed. Always attempt to exactly half-lap to produce a uniform buildup. Continue buildup to 1-1/2 times cable diameter over the body of the splice with ends tapered a distance of approximately one inch (25 mm) over the original jacket. Cover rubber tape with two layers of vinyl pressure-sensitive tape one-half lapped. Do not use glyptol or lacquer over vinyl tape as they react as solvents to the tape. No further cable covering or splice boxes are required.

Heat shrinkable tubing shall be installed following manufacturer’s instructions. Direct flame heating shall not be permitted unless recommended by the manufacturer. Cable surfaces within the limits of the heat-shrink application shall be clean and free of contaminates prior to application.

e. Assembly. Surfaces of equipment or conductors being terminated or connected shall be prepared in accordance with industry standard practice and manufacturer’s recommendations. All surfaces to be connected shall be thoroughly cleaned to remove all dirt, grease, oxides, nonconductive films, or other foreign material. Paints and other nonconductive coatings shall be removed to expose base metal. Clean all surfaces at least 1/4 inch (6.4 mm) beyond all sides of the larger bonded area on all mating surfaces. Use a joint compound suitable for the materials used in the connection. Repair painted/coated surface to original condition after completing the connection.

108-3.6 BARE COUNTERPOISE WIRE INSTALLATION FOR LIGHTNING PROTECTION AND GROUNDING. If shown on the plans or included in the job specifications, bare solid #2 AWG copper counterpoise wire shall be installed for lightning protection of the underground cables. The RPR shall select one of two methods of lightning protection for the airfield lighting circuit based upon sound engineering practice and lightning strike density.

a. Equipotential. The counterpoise size is as shown on the plans. The equipotential method is applicable to all airfield lighting systems; i.e. runway, taxiway, apron – touchdown zone, centerline, edge, threshold and approach lighting systems. The equipotential method is also successfully applied to provide lightning protection for power, signal and communication systems. The light bases, counterpoise, etc. – all components - are bonded together and bonded to the vault power system ground loop/electrode.

Counterpoise wire shall be installed in the same trench for the entire length of buried cable, conduits and duct banks that are installed to contain airfield cables. The counterpoise is centered over the cable/conduit/duct to be protected.

The counterpoise conductor shall be installed no less than 8 inches (200 mm) minimum or 12 inches (300 mm) maximum above the raceway or cable to be protected, except as permitted below:

(1) The minimum counterpoise conductor height above the raceway or cable to be protected shall be permitted to be adjusted subject to coordination with the airfield lighting and pavement designs.

(2) The counterpoise conductor height above the protected raceway(s) or cable(s) shall be calculated to ensure that the raceway or cable is within a 45-degree area of protection, (45 degrees on each side of vertical creating a 90 degree angle).

The counterpoise conductor shall be bonded to each metallic light base, mounting stake, and metallic airfield lighting component.

All metallic airfield lighting components in the field circuit on the output side of the constant current regulator (CCR) or other power source shall be bonded to the airfield lighting counterpoise system.

All components rise and fall at the same potential; with no potential difference, no damaging arcing and no damaging current flow.

See AC 150/5340-30, Design and Installation Details for Airport Visual Aids and NFPA 780, Standard for the Installation of Lightning Protection Systems, Chapter 11, for a detailed description of the Equipotential Method of lightning protection.

Reference FAA STD-019E, Lightning and Surge Protection, Grounding Bonding and Shielding Requirements for Facilities and Electronic Equipment, Part 4.1.1.7.

b. Isolation. Not Used.

c. Common Installation requirements. When a metallic light base is used, the grounding electrode shall be bonded to the metallic light base or mounting stake with a No. 6 AWG bare, annealed or soft drawn, solid copper conductor.

When a nonmetallic light base is used, the grounding electrode shall be bonded to the metallic light fixture or metallic base plate with a No. 6 AWG bare, annealed or soft drawn, solid copper conductor.

Grounding electrodes may be rods, ground dissipation plates, radials, or other electrodes listed in the NFPA 70 (NEC) or NFPA 780.

Where raceway is installed by the directional bore, jack and bore, or other drilling method, the counterpoise conductor shall be permitted to be installed concurrently with the directional bore, jack and bore, or other drilling method raceway, external to the raceway or sleeve.

The counterpoise wire shall also be exothermically welded to ground rods installed as shown on the plans but not more than 500 feet (150 m) apart around the entire circuit. The counterpoise system shall be continuous and terminate at the transformer vault or at the power source. It shall be securely attached to the vault or equipment external ground ring or other made electrode-grounding system. The connections shall be made as shown on the plans and in the specifications.

Where an existing airfield lighting system is being extended or modified, the new counterpoise conductors shall be interconnected to existing counterpoise conductors at each intersection of the new and existing airfield lighting counterpoise systems.

d. Parallel Voltage Systems. Provide grounding and bonding in accordance with NFPA 70, National Electrical Code.

108-3.7 COUNTERPOISE INSTALLATION ABOVE MULTIPLE CONDUITS AND DUCT BANKS. Counterpoise wires shall be installed above multiple conduits/duct banks for airfield lighting cables, with the intent being to provide a complete area of protection over the airfield lighting cables. When multiple conduits and/or duct banks for airfield cable are installed in the same trench, the number and location of counterpoise wires above the conduits shall be adequate to provide a complete area of protection measured 45 degrees each side of vertical.

Where duct banks pass under pavement to be constructed in the project, the counterpoise shall be placed above the duct bank. Reference details on the construction plans.

108-3.8 COUNTERPOISE INSTALLATION AT EXISTING DUCT BANKS. When airfield lighting cables are indicated on the plans to be routed through existing duct banks, the new counterpoise wiring shall be terminated at ground rods at each end of the existing duct bank where the cables being protected enter and exit the duct bank. The new counterpoise conductor shall be bonded to the existing counterpoise system.

108-3.9 EXOTHERMIC BONDING. Bonding of counterpoise wire shall be by the exothermic welding process or equivalent method accepted by the RPR. Only personnel experienced in and regularly engaged in this type of work shall make these connections.

Contractor shall demonstrate to the satisfaction of the RPR, the welding kits, materials and procedures to be used for welded connections prior to any installations in the field. The installations shall comply with the manufacturer’s recommendations and the following:

a. All slag shall be removed from welds.

b. Using an exothermic weld to bond the counterpoise to a lug on a galvanized light base is not recommended unless the base has been specially modified. Consult the manufacturer's installation directions for proper methods of bonding copper wire to the light base. See AC 150/5340-30 for galvanized light base exception.

c. If called for in the plans, all buried copper and weld material at weld connections shall be thoroughly coated with 6 mm of 3M™ Scotchkote™, or approved equivalent, or coated with coal tar Bitumastic® material to prevent surface exposure to corrosive soil or moisture.

108-3.10 TESTING. The Contractor shall furnish all necessary equipment and appliances for testing the airport electrical systems and underground cable circuits before and after installation. The Contractor shall perform all tests in the presence of the RPR. The Contractor shall demonstrate the electrical characteristics to the satisfaction of the RPR. All costs for testing are incidental to the respective item being tested. For phased projects, the tests must be completed by phase. The Contractor must maintain the test results throughout the entire project as well as during the warranty period that meet the following:

a. Earth resistance testing methods shall be submitted to the RPR for approval. Earth resistance testing results shall be recorded on an approved form and testing shall be performed in the presence of the RPR. All such testing shall be at the sole expense of the Contractor.

b. Should the counterpoise or ground grid conductors be damaged or suspected of being damaged by construction activities the Contractor shall test the conductors for continuity with a low resistance ohmmeter. The conductors shall be isolated such that no parallel path exists and tested for continuity. The RPR shall approve of the test method selected. All such testing shall be at the sole expense of the Contractor.

After installation, the Contractor shall test and demonstrate to the satisfaction of the RPR the following:

c. That all affected lighting power and control circuits (existing and new) are continuous and free from short circuits.

d. That all affected circuits (existing and new) are free from unspecified grounds.

e. That the insulation resistance to ground of all new non-grounded high voltage series circuits or cable segments is not less than 500 megohms. Verify continuity of all series airfield lighting circuits prior to energization.

f. That the insulation resistance to ground of all new non-grounded conductors of new multiple circuits or circuit segments is not less than 100 megohms.

g. That all affected circuits (existing and new) are properly connected per applicable wiring diagrams.

h. That all affected circuits (existing and new) are operable. Tests shall be conducted that include operating each control not less than 10 times and the continuous operation of each lighting and power circuit for not less than 1/2 hour.

i. That the impedance to ground of each ground rod does not exceed 10 ohms prior to establishing connections to other ground electrodes. The fall-of-potential ground impedance test shall be used, as described by American National Standards Institute/Institute of Electrical and Electronic Engineers (ANSI/IEEE) Standard 81, to verify this requirement. As an alternate, clamp-on style ground impedance test meters may be used to satisfy the impedance testing requirement. Test equipment and its calibration sheets shall be submitted for review and approval by the RPR prior to performing the testing.

Two copies of tabulated results of all cable tests performed shall be supplied by the Contractor to the RPR. Where connecting new cable to existing cable, insulation resistance tests shall be performed on the new cable prior to connection to the existing circuit.

There are no approved “repair” procedures for items that have failed testing other than complete replacement.

METHOD OF MEASUREMENT

108-4.1 The cost of all excavation, backfill, dewatering and restoration regardless of the type of material encountered shall be included in the unit price bid for the work.

108-4.2 Cable or counterpoise wire installed in trench, duct bank or conduit shall be measured by the number of linear feet (meters) installed and grounding connectors, and trench marking tape ready for operation, and accepted as satisfactory. Separate measurement shall be made for each cable or counterpoise wire installed in trench, duct bank or conduit. The measurement for this item shall include additional quantities required for slack.

108-4.3 Ground rods shall be measured by each 10-foot section installed complete.

BASIS OF PAYMENT

108-5.1 Payment will be made at the contract unit price cable, counterpoise and equipment ground installed in duct bank or conduit, in place by the Contractor and accepted by the RPR. This price shall be full compensation for furnishing all materials and for all preparation and installation of these materials, and for all labor, equipment, tools, and incidentals, including ground rods and ground connectors and trench marking tape, necessary to complete this item.

Payment will be made under:

Item L-108-1	1/C #12 AWG 600V, THWN-2 Insulated Stranded Copper Conductor, Installed in Duct or Conduit	-- per Linear Foot (LF)
Item L-108-2	1/C #2 AWG Solid Copper Counterpoise Cable, Installed over Duct or Conduit	-- per Linear Foot (LF)
Item L-108-3	0.75" Diameter by 10.00' Long Copper Clad Steel Sectional Ground Rod	-- per Each (EA)

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Advisory Circulars (AC)

AC 150/5340-26	Maintenance of Airport Visual Aid Facilities
AC 150/5340-30	Design and Installation Details for Airport Visual Aids
AC 150/5345-7	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
AC 150/5345-26	Specification for L-823 Plug and Receptacle, Cable Connectors
AC 150/5345-53	Airport Lighting Equipment Certification Program

Commercial Item Description

A-A-59544A	Cable and Wire, Electrical (Power, Fixed Installation)
A-A-55809	Insulation Tape, Electrical, Pressure-Sensitive Adhesive, Plastic

ASTM International (ASTM)

ASTM B3	Standard Specification for Soft or Annealed Copper Wire
ASTM B8	Standard Specification for Concentric-Lay-Stranded Copper Conductors, Hard, Medium-Hard, or Soft
ASTM B33	Standard Specification for Tin-Coated Soft or Annealed Copper Wire for Electrical Purposes
ASTM D4388	Standard Specification for Nonmetallic Semi-Conducting and Electrically Insulating Rubber Tapes

Mil Spec

MIL-PRF-23586F	Performance Specification: Sealing Compound (with Accelerator), Silicone Rubber, Electrical
MIL-I-24391	Insulation Tape, Electrical, Plastic, Pressure Sensitive

National Fire Protection Association (NFPA)

NFPA-70	National Electrical Code (NEC)
NFPA-780	Standard for the Installation of Lightning Protection Systems

American National Standards Institute (ANSI)/Institute of Electrical and Electronics Engineers (IEEE)

ANSI/IEEE STD 81 IEEE Guide for Measuring Earth Resistivity, Ground Impedance, and Earth Surface Potentials of a Ground System

Federal Aviation Administration Standard

FAA STD-019E Lightning and Surge Protection, Grounding Bonding and Shielding Requirements for Facilities and Electronic Equipment

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ITEM L-110 AIRPORT UNDERGROUND ELECTRICAL DUCT BANKS AND CONDUITS

DESCRIPTION

110-1.1 This item shall consist of underground electrical conduits installed per this specification at the locations and per the dimensions, designs, and details shown on the plans. This item shall include furnishing and installing of all underground electrical duct banks and individual and multiple underground conduits. It shall also include all turfing trenching, backfilling, removal, and restoration of any paved or turfed areas; concrete encasement, mandrelling, pulling lines, duct markers, plugging of conduits, and the testing of the installation as a completed system ready for installation of cables per the plans and specifications. This item shall also include furnishing and installing conduits and all incidentals for providing positive drainage of the system. Verification of existing ducts is incidental to the pay items provided in this specification.

EQUIPMENT AND MATERIALS

110-2.1 GENERAL.

a. All equipment and materials covered by referenced specifications shall be subject to acceptance through manufacturer's certification of compliance with the applicable specification when requested by the RPR.

b. Manufacturer's certifications shall not relieve the Contractor of the responsibility to provide materials per these specifications and acceptable to the RPR. Materials supplied and/or installed that do not comply with these specifications shall be removed, when directed by the RPR and replaced with materials, that comply with these specifications, at the Contractor's cost.

c. All materials and equipment used to construct this item shall be submitted to the RPR for approval prior to ordering the equipment. Submittals consisting of marked catalog sheets or shop drawings shall be provided. Submittal data shall be presented in a clear, precise and thorough manner. Original catalog sheets are preferred. Photocopies are acceptable provided they are as good a quality as the original. Clearly and boldly mark each copy to identify products or models applicable to this project. Indicate all optional equipment and delete non-pertinent data. Submittals for components of electrical equipment and systems shall identify the equipment for which they apply on each submittal sheet. Markings shall be made bold and clear with arrows or circles (highlighting is not acceptable). The Contractor is solely responsible for delays in project that accrue directly or indirectly from late submissions or resubmissions of submittals.

d. The data submitted shall be sufficient, in the opinion of the RPR, to determine compliance with the plans and specifications. The Contractor's submittals shall be electronically submitted in pdf format, tabbed by specification section. The RPR reserves the right to reject any and all equipment, materials or procedures that do not meet the system design and the standards and codes specified in this document.

e. All equipment and materials furnished and installed under this section shall be guaranteed against defects in materials and workmanship for a period of at least twelve (12) months from final acceptance by the Owner. The defective materials and/or equipment shall be repaired or replaced, at the Owner's discretion, with no additional cost to the Owner.

110-2.2 STEEL CONDUIT. Rigid galvanized steel (RGS) conduit and fittings shall be hot dipped galvanized inside and out and conform to the requirements of Underwriters Laboratories Standards 6, 514B, and 1242. All RGS conduits or RGS elbows installed below grade, in concrete, permanently wet locations or other similar environments shall be painted with a 10-mil thick coat of asphaltum sealer or shall have a factory-bonded polyvinyl chloride (PVC) cover. Any exposed galvanizing or steel shall be coated with 10 mils of asphaltum sealer. When using PVC coated RGS conduit, care shall be exercised not to damage the factory PVC coating. Damaged PVC coating shall be repaired per the manufacturer's written instructions. In lieu of PVC coated RGS, corrosion wrap tape shall be permitted to be used where RGS is in contact with direct earth."

110-2.3 PLASTIC CONDUIT. Plastic conduit and fittings-shall conform to the following requirements:

- UL 514B covers W-C-1094-Conduit fittings all types, classes 1 thru 3 and 6 thru 10.
- UL 514C covers W-C-1094- all types, Class 5 junction box and cover in plastic (PVC).
- UL 651 covers W-C-1094-Rigid PVC Conduit, types I and II, Class 4.
- UL 651A covers W-C-1094-Rigid PVC Conduit and high-density polyethylene (HDPE) Conduit type III and Class 4.

Underwriters Laboratories Standards UL-651 and Article 352 of the current National Electrical Code shall be one of the following, as shown on the plans:

a. Type I–Schedule 40 and Schedule 80 PVC suitable for underground use either direct-buried or encased in concrete.

b. Type II–Schedule 40 PVC suitable for either above ground or underground use.

c. Type III – Schedule 80 PVC suitable for either above ground or underground use either direct-buried or encased in concrete.

d. Type III –HDPE pipe, minimum standard dimensional ratio (SDR) 11, suitable for placement with directional boring under pavement.

The type of solvent cement shall be as recommended by the conduit/fitting manufacturer.

110-2.4 SPLIT CONDUIT. Split conduit shall be pre-manufactured for the intended purpose and shall be made of steel or plastic.

110-2.5 CONDUIT SPACERS. Conduit spacers shall be prefabricated interlocking units manufactured for the intended purpose. They shall be of double wall construction made of high grade, high density polyethylene complete with interlocking cap and base pads. They shall be designed to accept No. 4 reinforcing bars installed vertically.

110-2.6 CONCRETE. Concrete shall be proportioned, placed, and cured per Item P-610, Concrete for Miscellaneous Structures.

110-2.7 PRECAST CONCRETE STRUCTURES. Precast concrete structures shall be furnished by a plant meeting National Precast Concrete Association Plant Certification Program or another RPR approved third party certification program. Precast concrete structures shall conform to ASTM C478.

110-2.8 FLOWABLE BACKFILL. Flowable material used to back fill conduit and duct bank trenches shall conform to the requirements of Item P-153, Controlled Low Strength Material.

110-2.9 DETECTABLE WARNING TAPE. Plastic, detectable, American Public Works Association (APWA) red (electrical power lines, cables, conduit and lighting cable), orange (telephone/fiber optic cabling) with continuous legend magnetic tape shall be polyethylene film with a metallized foil core and shall be 3-6 inches (75-150 mm) wide. Detectable tape is incidental to the respective bid item.

CONSTRUCTION METHODS

110-3.1 GENERAL. The Contractor shall install underground duct banks and conduits at the approximate locations indicated on the plans. The RPR shall indicate specific locations as the work progresses, if required to differ from the plans. Duct banks and conduits shall be of the size, material, and type indicated on the plans or specifications. Where no size is indicated on the plans or in the specifications, conduits shall be not less than 2 inches (50 mm) inside diameter or comply with the National Electrical Code based on cable to be installed, whichever is larger. All duct bank and conduit lines shall be laid so as to grade toward access points and duct or conduit ends for drainage. Unless shown otherwise on the plans, grades shall be at least 3 inches (75 mm) per 100 feet (30 m). On runs where it is not practicable to maintain the grade all one way, the duct bank and conduit lines shall be graded from the center in both directions toward access points or conduit ends, with a drain into the storm drainage system. Pockets or traps where moisture may accumulate shall be avoided. Under pavement, the top of the duct bank shall not be less than 18 inches (0.5 m) below the subgrade; in other locations, the top of the duct bank or underground conduit shall be be not less than 18 inches (0.5 m) below finished grade.

The Contractor shall mandrel each individual conduit whether the conduit is direct-buried or part of a duct bank. An iron-shod mandrel, not more than 1/4 inch (6 mm) smaller than the bore of the conduit shall be pulled or pushed through each conduit. The mandrel shall have a leather or rubber gasket slightly larger than the conduit hole.

The Contractor shall swab out all conduits/ducts and clean base can, manhole, pull boxes, etc., interiors immediately prior to pulling cable. Once cleaned and swabbed the light bases, manholes, pull boxes, etc., and all accessible points of entry to the duct/conduit system shall be kept closed except when installing cables. Cleaning of ducts, base cans, manholes, etc., is incidental to the pay item of the item being cleaned. All raceway systems left open, after initial cleaning, for any reason shall be recleaned at the Contractor’s expense. All accessible points shall be kept closed when not installing cable. The Contractor shall verify existing ducts proposed for use in this project as clear and open. The Contractor shall notify the RPR of any blockage in the existing ducts.

For pulling the permanent wiring, each individual conduit, whether the conduit is direct-buried or part of a duct bank, shall be provided with a 200-pound (90 kg) test polypropylene pull rope. The ends shall be secured and sufficient length shall be left in access points to prevent it from slipping back into the conduit. Where spare conduits are installed, as indicated on the plans, the open ends shall be plugged with removable tapered plugs, designed for this purpose.

All conduits shall be securely fastened in place during construction and shall be plugged to prevent contaminants from entering the conduits. Any conduit section having a defective joint shall not be installed. Ducts shall be supported and spaced apart using approved spacers at intervals not to exceed 5 feet (1.5 m).

Unless otherwise shown on the plans, concrete encased duct banks shall be used when crossing under pavements expected to carry aircraft loads, such as runways, taxiways, taxilanes, ramps and aprons. When under paved shoulders and other paved areas, conduit and duct banks shall be encased using flowable fill for protection.

All conduits within concrete encasement of the duct banks shall terminate with female ends for ease in current and future use. Install factory plugs in all unused ends. Do not cover the ends or plugs with concrete.

Where turf is well established and the sod can be removed, it shall be carefully stripped and properly stored.

Trenches for conduits and duct banks may be excavated manually or with mechanical trenching equipment unless in pavement, in which case they shall be excavated with mechanical trenching equipment. Walls of trenches shall be essentially vertical so that a minimum of shoulder surface is disturbed. Blades of graders shall not be used to excavate the trench.

When rock is encountered, the rock shall be removed to a depth of at least 3 inches (75 mm) below the required conduit or duct bank depth and it shall be replaced with bedding material of earth or sand containing no mineral aggregate particles that would be retained on a 1/4-inch (6.3 mm) sieve. Flowable backfill may alternatively be used

Underground electrical warning (Caution) tape shall be installed in the trench above all underground duct banks and conduits in unpaved areas. Contractor shall submit a sample of the proposed warning tape for approval by the RPR. If not shown on the plans, the warning tape shall be located 6 inches above the duct/conduit or the counterpoise wire if present.

Joints in plastic conduit shall be prepared per the manufacturer’s recommendations for the particular type of conduit. Plastic conduit shall be prepared by application of a plastic cleaner and brushing a plastic solvent on the outside of the conduit ends and on the inside of the couplings. The conduit fitting shall then be slipped together with a quick one-quarter turn twist to set the joint tightly. Where more than one conduit is placed in a single trench, or in duct banks, joints in the conduit shall be staggered a minimum of 2 feet (60 cm).

Changes in direction of runs exceeding 10 degrees, either vertical or horizontal, shall be accomplished using manufactured sweep bends.

Whether or not specifically indicated on the drawings, where the soil encountered at established duct bank grade is an unsuitable material, as determined by the RPR, the unsuitable material shall be removed per Item P-152 and replaced with suitable material. Additional duct bank supports shall be installed, as approved by the RPR.

All excavation shall be unclassified and shall be considered incidental to Item L-110. Dewatering necessary for duct installation, and erosion per federal, state, and local requirements is incidental to Item L-110.

Unless otherwise specified, excavated materials that are deemed by the RPR to be unsuitable for use in backfill or embankments shall be removed and disposed of offsite.

Any excess excavation shall be filled with suitable material approved by the RPR and compacted per Item P-152.

It is the Contractor's responsibility to locate existing utilities within the work area prior to excavation. Where existing active cables) cross proposed installations, the Contractor shall ensure that these cables are adequately protected. Where crossings are unavoidable, no splices will be allowed in the existing cables, except as specified on the plans. Installation of new cable where such crossings must occur shall proceed as follows:

a. Existing cables shall be located manually. Unearthed cables shall be inspected to assure absolutely no damage has occurred

b. Trenching, etc., in cable areas shall then proceed with approval of the RPR, with care taken to minimize possible damage or disruption of existing cable, including careful backfilling in area of cable.

In the event that any previously identified cable is damaged during the course of construction, the Contractor shall be responsible for the complete repair.

110-3.2 DUCT BANKS. Not Used.

110-3.3 CONDUITS WITHOUT CONCRETE ENCASEMENT. Trenches for single-conduit lines shall be not less than 6 inches (150 mm) nor more than 12 inches (300 mm) wide. The trench for 2 or more conduits installed at the same level shall be proportionately wider. Trench bottoms for conduits without concrete encasement shall be made to conform accurately to grade so as to provide uniform support for the conduit along its entire length.

Unless otherwise shown on the plans, a layer of fine earth material, at least 4 inches (100 mm) thick (loose measurement) shall be placed in the bottom of the trench as bedding for the conduit. The bedding material shall consist of soft dirt, sand or other fine fill, and it shall contain no particles that would be retained on a 1/4-inch (6.3 mm) sieve. The bedding material shall be tamped until firm. Flowable backfill may alternatively be used.

Unless otherwise shown on plans, conduits shall be installed so that the tops of all conduits within the Airport's secured area where trespassing is prohibited are at least 18 inches (0.5 m) below the finished grade. Conduits outside the Airport's secured area shall be installed so that the tops of the conduits are at least 24 inches (60 cm) below the finished grade per National Electric Code (NEC), Table 300.5.

When two or more individual conduits intended to carry conductors of equivalent voltage insulation rating are installed in the same trench without concrete encasement, they shall be spaced not less than 3 inches (75 mm) apart (measured from outside wall to outside wall) in a horizontal direction and not less than 6 inches (150 mm) apart in a vertical direction. Where two or more individual conduits intended to carry conductors of differing voltage insulation rating are installed in the same trench without concrete encasement, they shall be placed not less than 3 inches (75 mm) apart (measured from outside wall to outside wall) in a horizontal direction and lot less than 6 inches (150 mm) apart in a vertical direction.

Trenches shall be opened the complete length between normal termination points before conduit is installed so that if any unforeseen obstructions are encountered, proper provisions can be made to avoid them.

Conduits shall be installed using conduit spacers. No. 4 reinforcing bars shall be driven vertically into the soil a minimum of 6 inches (150 mm) to anchor the assembly into the earth while backfilling. For this purpose, the spacers shall be fastened down with locking collars attached to the vertical bars. Spacers shall be installed at 5-foot (1.5-m) intervals. Spacers shall be in the proper sizes and configurations to fit the conduits. Locking collars and spacers shall be submitted to the RPR for review prior to use.

110-3.4 MARKERS. The location of each end and of each change of direction of conduits and duct banks shall be marked by a concrete slab marker 2 feet (60 cm) square and 4 - 6 inches (100 - 150 mm) thick extending approximately one inch (25 mm) above the surface. The markers shall also be located directly above the ends of all conduits or duct banks, except where they terminate in a junction/access structure or building. Each cable or duct run from a line of lights and signs to the equipment vault must be marked at approximately every 200 feet (61 m) along the cable or duct run, with an additional marker at each change of direction of cable or duct run.

The Contractor shall impress the word “DUCT” or “CONDUIT” on each marker slab. Impression of letters shall be done in a manner, approved by the RPR, for a neat, professional appearance. All letters and words must be neatly stenciled. After placement, all markers shall be given one coat of high-visibility orange paint, as approved by the RPR. The Contractor shall also impress on the slab the number and size of conduits beneath the marker along with all other necessary information as determined by the RPR. The letters shall be 4 inches (100 mm) high and 3 inches (75 mm) wide with width of stroke 1/2 inch (12 mm) and 1/4 inch (6 mm) deep or as large as the available space permits. Furnishing and installation of duct markers is incidental to the respective duct pay item.

110-3.5 BACKFILLING FOR CONDUITS. For conduits, 8 inches (200 mm) of sand, soft earth, or other fine fill (loose measurement) shall be placed around the conduits ducts and carefully tamped around and over them with hand tampers. The remaining trench shall then be backfilled and compacted per Item P-152 except that material used for back fill shall be select material not larger than 4 inches (100 mm) in diameter.

Flowable backfill may alternatively be used.

Trenches shall not contain pools of water during back filling operations.

The trench shall be completely backfilled and tamped level with the adjacent surface; except that, where sod is to be placed over the trench, the backfilling shall be stopped at a depth equal to the thickness of the sod to be used, with proper allowance for settlement.

Any excess excavated material shall be removed and disposed of per instructions issued by the RPR.

110-3.6 BACKFILLING FOR DUCT BANKS. Not Used.

110-3.7 RESTORATION. Where sod has been removed, it shall be replaced as soon as possible after the backfilling is completed. All areas disturbed by the work shall be restored to its original condition. The restoration shall include sodding shown on the plans. The Contractor shall be held responsible for maintaining all disturbed surfaces and replacements until final acceptance. All restoration shall be considered incidental to the respective L-110 pay item. Following restoration of all trenching near airport movement surfaces, the Contractor shall thoroughly visually inspect the area for foreign object debris (FOD), and remove any such FOD that is found. This FOD inspection and removal shall be considered incidental to the pay item of which it is a component part.

110-3.8 OWNERSHIP OF REMOVED CABLE. All removed cable becomes property of contractor to be legally disposed of all Airport property.

METHOD OF MEASUREMENT

110-4.1 Underground conduits and duct banks shall be measured by the linear feet (meter) of conduits and duct banks installed, including encasement, locator tape, trenching and backfill with designated material, and restoration, and for drain lines, the termination at the drainage structure, all measured in place, completed, and accepted. Separate measurement shall be made for the various types and sizes.

BASIS OF PAYMENT

110-5.1 Payment will be made at the contract unit price per linear foot for each type and size of conduit completed and accepted, including trench and backfill with the designated material, and, for drain lines, the termination at the drainage structure. This price shall be full compensation for removal and disposal of existing conduits as shown on the plans, furnishing all materials and for all preparation, assembly, and installation of these materials, and for all labor, equipment, tools, and incidentals necessary to complete this item per the provisions and intent of the plans and specifications.

Payment will be made under:

Item L-110-1	1 Way 2" Schedule 40 PVC Direct Earth Buried Duct	- per Linear Foot (LF)

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Advisory Circular (AC)

AC 150/5340-30	Design and Installation Details for Airport Visual Aids
AC 150/5345-53	Airport Lighting Equipment Certification Program

ASTM International (ASTM)

ASTM A615	Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement

National Fire Protection Association (NFPA)

NFPA-70	National Electrical Code (NEC)

Underwriters Laboratories (UL)

UL Standard 6	Electrical Rigid Metal Conduit - Steel
UL Standard 514B	Conduit, Tubing, and Cable Fittings
UL Standard 514C	Nonmetallic Outlet Boxes, Flush-Device Boxes, and Covers
UL Standard 1242	Electrical Intermediate Metal Conduit Steel
UL Standard 651	Schedule 40, 80, Type EB and A Rigid PVC Conduit and Fittings
UL Standard 651A	Type EB and A Rigid PVC Conduit and HDPE Conduit

END OF ITEM L-110

ITEM SP-100 GENERAL PROVISIONS AND REQUIREMENTS FOR ELECTRICAL WORK

GENERAL

100-1.1 SPECIAL REQUIREMENTS FOR ELECTRICAL WORK.

a. This item shall apply to all electrical work contained within the Contract Documents. Where the contract general conditions, special provisions or other parts of the Contract Documents also apply, the stricter of the documents shall govern.

100-1.2 AUXILIARIES AND ACCESSORIES.

a. Include all auxiliaries and accessories for a complete, fully functional and properly operating system in accordance with the Contract Documents.

b. Provide and install all electrical systems and any necessary appurtenances as per Federal Aviation Administration (FAA) Advisory Circulars and FAA Orders, NFPA 70 - National Electrical Code (NEC), federal, state and local codes whether specified or shown in the Contract Documents or not. The content of the Contract Documents in general only refers to work required above and beyond the requirements of the FAA, NEC and applicable federal, state and local codes.

100-1.3 PROJECT PAY ITEMS.

a. The project pay items are provided to be inclusive of all work to be performed as shown in the Contract Documents. All work not identified with a specific pay item shall be considered required work to complete the project and shall be considered subsidiary to the cost of the project pay items provided.

100-1.4 CONTRACTOR EXPERIENCE.

a. All Contractors used to perform work of this contract shall be licensed to perform electrical work in the state in which the project is located at the time bids are submitted. At least one member (qualifier) of the electrical contracting firm shall hold a state certified (unlimited, unrestricted) electrical contractor’s license.

100-1.5 EXPERIENCE AND SUPERVISION OF CONTRACTOR PERSONNEL.

a. Provide a resident on-site electrical supervisor to manage work at the job site whenever electrical work is being performed or affected. Electrical work is defined as any work described, included, depicted or contained within the L-XXX specification series, SP-XXX specification series, E- series drawings, and all other work within the Contract Documents dealing with the distribution of electrical power/light, electrical/electronic/light monitoring, communication and control.

b. When work is being performed within the Aircraft Operations Area, the on-site supervisor shall also be within the Aircraft Operations Area, except for incidental absences. Incidental absences shall not exceed 45 minutes in length. The Contractor is encouraged to keep the same on-site supervisor(s) from commencement to completion of work.

c. Each on-site supervisor shall have a minimum of 5 years (2,000 hours per year) of successful supervisory experience either constructing or maintaining airfield lighting systems. At least 3 of these years of experience shall have occurred in the last 5 years on projects of comparable size and complexity. On-site supervisor shall be certified as a “Qualified Person”. The definition of a Qualified Person is defined in OSHA 1910.399 and NFPA 70E (Article 100 & 110.2(1)). The certification shall be signed by the Contractor’s Electrical License qualifier. Equivalent experience and training may be considered by the Engineer. On-Site supervisor may substitute one year of education in qualified electrical curriculum for one-half year electrical experience for a maximum of 2,000 hours of the required 10,000 hours of experience. Records of on-site supervisor’s experience demonstrating compliance with these requirements shall be submitted to the Engineer for verification and review prior to starting work. Experience records shall include contact information for references (name, title and phone number) from airports where the proposed on-site supervisor has completed the required electrical experience. Only on-site supervisors whose experience records have been confirmed by the Engineer shall supervise work. Work shall not start prior to approval of the on-site supervisor, unless under the direct supervision of the Contractor’s Electrical License qualifier. Multiple certified on-site supervisors may be required to support multiple shifts or around the clock activities.

d. If at any time the Resident Project Representative (RPR) believes that work is being performed without the presence of an on-site supervisor, the RPR will request that the workman in question demonstrate that the on-site supervisor is present. If the on-site supervisor’s presence cannot be verified within 45 minutes the RPR may direct the Contractor to suspend work until proper supervision is made available. The Contractor shall not be remunerated for costs associated with suspension of work under these conditions.

e. It is agreed and understood that, if requested in writing by the RPR, the Contractor shall replace any on-site supervisor with another meeting the required qualifications within seven (7) days of receipt of request.

f. Electricians are tasked with installing raceways and fittings; electrical distribution and supply equipment, pulling, splicing and terminating wire/cable; grounding, lightning protection, installing light bases, light fixtures; connecting signs; performing electrical testing or other work contained in the Contract Documents or as described in 1.5(A) above. Electricians performing work shall have a minimum of 4 years (2,000 hours per year) of successful experience either constructing or maintaining airfield lighting systems and shall be certified a “Qualified Person”. A copy of each Electrician’s experience shall be submitted to the RPR. Each electrician’s experience submittal shall comply with the above requirements. An apprentice/helper/laborer may assist the electrician with the above tasks as directed by the on-site supervisor. An electrician may supervise a maximum of four apprentices/helpers/laborers.

g. Electrical apprentices, helpers, laborers, shall be qualified persons for the work they are performing and shall be under the supervision of the on-site supervisor or electrician.

h. Other helpers, laborers, equipment operators, concrete workers and other crafts persons (skilled or unskilled) shall be qualified persons for the work they are performing and shall be under the supervision of the on-site supervisor and are not subject to the four person limitation in 1.5.f.

i. Any person who does not have the required experience or who demonstrates a lack of knowledge appropriate for the task they are performing shall be dismissed from the project for remainder of the contract.

SUMMARY OF WORK

100-2.1 GENERAL.

a. In support of this project this contract includes installation of airfield lighting, counterpoise, signage, power distribution, standby generator, lightning protection and other electrical work as shown in the Contract Documents. The above is not intended to be all inclusive but is provided as an aid to the Contractor. It is the intent of the Contract Documents that the Contractor is to furnish and install all materials and provide the necessary supervision, transportation, preparation, assembly, survey and installation of these materials, and for all labor, equipment, tools, incidentals, and appurtenances necessary to provide a fully functional and operational system as described by these Contract Documents. All items are new and unused unless specifically noted otherwise.

100-2.2 RECORD DOCUMENTS.

a. The Contractor shall maintain the Contract Documents, Shop Drawings and samples at the site, in good order and annotated daily to show all changes made during the construction process per Item SP-106. These shall be available to the RPR for examination.

100-2.3 ENGINEERING OBSERVATIONS.

a. Items noted by Engineer during construction and before final acceptance, which does not comply with the Contract, will be listed in accordance with the general conditions. These items will be sent to the Contractor for action. The Contractor shall have these items corrected.

b. The Contractor shall check items noted after acceptance during the warranty/guarantee period in the same manner as above.

100-2.4 EXISTING CONDITIONS.

a. Investigate site thoroughly and reroute all conduit/duct and wiring in area of new construction in order to maintain continuity of existing circuitry. Existing conduit/duct shown in the Contract Documents show approximate locations only. Contractor must verify and coordinate existing site conduit/ducts, wiring and piping. The bids shall include hand digging and all required rerouting in areas of existing conduit/ducts and/or pipes.

b. Check site and existing conditions thoroughly before bidding. Advise Engineer of discrepancies or questions noted. If any difference is discovered between the existing conditions and the Contract Documents, the Engineer shall be notified in writing immediately.

c. The Electrical Contractor shall investigate all existing systems within the construction limits and complete the performance verification prior to the beginning of any work, which could affect these existing systems.

d. Advise Engineer in writing of all deficiencies in existing system(s) prior to work. All systems will be assumed to be fully operational if written notification is not received by Engineer prior to work on system.

e. The work involved is in connection with existing systems/facilities, which must remain in operation while work is being performed. Work must be done in accordance with the schedule specified in the Contract Documents. Schedule all work to minimize the period when systems are inoperable. Request written permission and receive written approval from Engineer a minimum of 2 weeks in advance of any shutdown of existing systems. (FAA requires 45 days minimum notice.) Perform work required at other than standard working hours where outages cannot be accepted during regular working hours. Protect existing buildings and equipment during construction as required.

f. There may be piping, fixtures or other items, which must be removed or relocated in order to perform the alteration work. All conduit/duct, wiring, boxes, etc. that do not comply with the Contract Documents shall be removed or corrected to comply with the Contract Documents. All unused conduit/duct not removed shall be identified and a pull line shall be installed. Bid shall include all removal and relocation required for completion of the alterations and the new construction.

g. Special attention is directed to relocation of the existing power conduits and duct bank and communication systems. Cable counts, location, and function must be field verified before starting work.

h. The Contractor shall verify the areas, conditions, and features necessary to tie into existing construction. This verification shall be done prior to submittal of shop drawings, fabrication or erection, construction or installation. The Contractor shall be responsible for the accurate tie-in of the new work to existing facilities. This requirement assumes that existing items comply with current codes and standards.

100-2.5 SYSTEMS WARRANTY.

a. The work required under this division shall include a one (1) year warranty from the date of final acceptance unless required otherwise by the Contract Documents. This warranty shall be by the Contractor/Manufacturer to the Owner for any defective workmanship or material, which has been furnished under this contract. The Contractor/Manufacturer at no cost to the Owner shall perform replacement of defective workmanship or material for a period of one (1) year (or greater if noted in the Contract Documents) from the date of final acceptance of the system. This warranty shall not include light bulbs in service after one (1) month from date of substantial completion of the system. Explain the provisions of the warranty to the Owner during project close out.

b. In accordance with EB-67D, Light Sources Other Than Incandescent and Xenon for Airport and Obstruction Lighting Fixtures; all LED light fixtures with the exception of obstruction lighting (AC 150/5345-43) shall be warranted by the manufacturer for a minimum of four (4) years after date of installation inclusive of all electronics. This warranty shall be by the

Contractor/Manufacturer to the Owner for any defective workmanship or material, which has been furnished under this contract. The Contractor/Manufacturer at no cost to the Owner shall perform replacement of defective LED fixture workmanship or material for a period of four (4) years after date of installation.

100-2.6 SUBSTANTIAL COMPLETION.

a. All specified work shall be complete prior to final observation of work, and all forms and other information requested, including Operation and Maintenance Manuals, shall be submitted to the Engineer for approval one (1) week before the request for substantial completion of the work.

100-2.7 CONTRACTORS RESPONSIBILITIES.

a. Provide necessary layout, labor, material, equipment, tools, transportation, full time supervision and services required for the satisfactory and timely completion of the work in accordance with the Contract Documents.

b. Unload, store, protect and re-handle the materials required for this Contract until such time that material is in place. Provide protection of materials required of this contract after installation.

c. Provide all required transportation, erection, maintenance, dismantling and removal of temporary facilities and equipment required by this contract.

d. Provide all transportation, unloading, distribution, hoisting, rigging, material handling and scaffolding required installing the work of this contract.

e. Provide all engineering and layout required to perform the work from established base lines and benchmarks.

f. The Electrical Contractor shall coordinate the work of all the Electrical Contractors vendors and subcontractors to provide a fully functional and operating system.

g. Provide temporary electrical power and temporary water and sanitary sewer for this Contractor's field office, if required. Pay all utility company charges. Provide temporary power required for this Contractor's work.

h. Prior to start of work this Contractor is to inspect work performed by others on which this work is to be placed on or adjacent to, and report in writing to the Engineer, any condition found to be unacceptable. Failure to make said report shall constitute acceptance of the conditions found and any claims made thereafter due the unacceptable conditions will not be considered by the Engineer.

i. Provide all required coordination and supervision where work connects to or is affected by work of others and comply with all requirements affecting this work. Work required under other items of the Contract Documents to be performed by this Contractor shall be coordinated with the respective Contractor, and such work performed at no additional cost to the Owner including but not limited to electrical work in support of other trades as shown in the Contract Documents.

j. It is the responsibility of the Contractor to coordinate the exact required location of any electrical or electronic equipment, system, or cabinets to be installed or relocated. No existing equipment may be relocated without prior coordination and with approval of the Engineer.

k. Provide and pay for all permits, licenses, fees and inspections required for the performance of the work. The Contractor shall pay all sales, consumer, use and other taxes required in accordance with the law of the place of the project.

l. Provide all tests as required, per the Contract Documents and submit all test reports to the Engineer.

m. Provide all excavation, backfill, compaction, shoring and dewatering required for performance of the work.

n. Provide sleeves for all conduit/duct required as specified.

o. Protect all work of this Contract from damage and intrusion of dirt and foreign objects. Close off open ends of conduit/duct and sleeves on work, which is to be completed at a later date. Remove closure material prior to continuance of work.

p. Prior to Final Inspection, submit to the Engineer, all Record Drawings and Operation and Maintenance Manuals as specified. Instruct Owner's maintenance personnel in the operation and maintenance of the systems as required by the Contract Documents.

q. The above is not all inclusive of the work described by the Contract Documents, which form the basis for this Contract, but is presented for the Contractor's convenience.

100-2.8 EXISTING UTILITIES.

a. The Contractor is solely responsible for the location of all existing utilities within the project limits. Please refer to SP-104 for additional requirements.

b. The Contractor is solely responsible for the protection of all existing utilities within the project limits. All manholes, hand holes, light bases, conduits and ducts shall be kept tightly closed and sealed during all phases of construction. The items may be opened in support of the work but shall be resealed or closed or covered immediately upon completion of the specific task that required them to be opened.

BASIC MATERIAL & METHODS

100-3.1 REQUIREMENTS OF BASIC MATERIALS AND METHODS.

a. The work shall include the furnishing of the systems, equipment and material specified in this Division and as called for in the Contract Documents, to include supervision, operations, methods and labor for the fabrication, installation, start-up and tests for the complete electrical installation. Provide the necessary inter-trade/Contractor coordination for the installation to be in a neat and work person like manner.

b. Drawings for the work are diagrammatic, intended to convey the Scope of the Work and to indicate the general arrangement and locations of the work. The drawings shall not be scaled for exact sizes or locations. Because of the scale of the drawings, certain basic items such as: conduit/duct fittings, access panels, sleeves, pull and junction boxes may not be shown. Where such items are required by Code or by other items or where they are required for proper installation of the work, such items shall be included. Coordinate final equipment locations with governing architectural, civil and structural drawings as applicable. Layout equipment before installation so that all trades may install equipment in the space available.

c. Equipment Specifications may not deal with minute items such as components, parts, controls and devices, which may be required to produce the equipment performance specified, or as required to meet the equipment warranties. Where such items are required, the Contractor/Supplier of the equipment shall include them, whether specifically called for or not.

d. Conduit/duct routed through the building/structure that interferes with other equipment and construction shall not constitute a reason for an extra charge. Equipment, conduit/duct, and fixtures shall fit into available spaces in the building/structure; do not introduce these into the building/structure at such times or in such manner as to cause damage to the structure. Equipment that requires servicing shall be readily accessible.

e. Locate all openings required for work performed under this item. Provide sleeves, guards or other acceptable methods to allow passage of items installed under this item.

f. Keep cutting and patching to a minimum. Insofar as possible, determine in advance the proper chase size and openings necessary for the work.

g. Where cutting and patching are required due to an error of the Contractor, or where the Contractor has not given enough advance notice of the need for holes, recesses, and chases, patching shall be performed by those trades skilled in the use of the materials involved and shall be done at the Contractor's expense.

h. Any cutting of work in place shall be patched and decorated by such mechanics and in such a manner that the quality of workmanship and finish shall be compatible with that of adjacent construction.

i. The location of electrical work is indicated on the drawings. The Engineer may adjust exact locations of new work as work progresses. Before any item is installed, the indicated location may be changed by twenty-five (25) feet in any direction without additional cost.

j. All penetrations through roof, wall or floor shall maintain structure fire rating and environmental barriers. Any roof penetrations shall be made by a state licensed roofing Contractor and shall maintain any in place roofing warranty.

k. Surface mounted fixtures, outlets, cabinets, conduit/duct, panels, etc., shall have finish or shall be painted as directed by Engineer. Paint shall be in accordance with other applicable items of the Contract Documents.

l. All materials utilized shall be suitable for the environment encountered. No combination of materials shall be used that forms an electrolytic coupling of such nature that in the presence of moisture corrosion is accelerated.

m. In general, all relays, contactors, panelboards, dry type transformers, disconnect switches, and circuit breakers are to be supplied and manufactured by the same manufacturer and shall be submitted and accepted equivalent to that specified.

n. Where the requirements of another division, item, or part of these Contract Documents exceed the requirements of this division, those requirements shall govern.

o. Make electrical connections to regulators, transformers, instruments, mechanical equipment, controls and at other locations as required with approximately 3 feet (12" minimum) of liquid tight flexible metal conduit. Grounding type liquid tight flexible metallic conduit connectors shall be used. Determine the requirements from the Contract Documents and the accepted manufacturer drawings.

p. Provide inserts, hangers, supports, braces, and anchor bolts as necessary for all work called for under the Contract Documents.

q. Provide equipment grounding conductor in all conduit/ducts, for all circuits, except series airfield lighting.

r. All galvanized materials shall be hot-dip galvanized after fabrication, conforming to ASTM A-386 and/or A-153, unless noted otherwise (UNO).

s. Unless noted otherwise, all panelboards, junction boxes, wire ways, etc., shall be spaced off the concrete structure by using a Unistrut P-1060 series square washer or accepted equivalent between the mounting surface and the equipment at each mounting point. Equipment as listed above, mounted on Unistrut or accepted equivalent shall have Unistrut P-1060 series square washer, Unistrut P-28XX flat plate fitting or accepted equivalent installed between the Unistrut channel or accepted equivalent and the equipment at each mounting point.

t. All bolted connections and equipment mountings shall utilize two flat washers, lock washer and hex head bolting hardware, unless noted otherwise.

u. Unless noted otherwise, all wire sizes are based on a 90 Deg. C., THWN-2, 600-volt insulation, copper conductors, not more than three single insulated conductors, in raceway, in free air. The conduit/duct sizes are based on the use of THWN-2, 600-volt insulated conductors. The Contractor shall make the necessary increase in conduit/duct sizes for other types of wire insulation. In no case shall the conduit/duct size be reduced. The minimum power circuit wire size shall be #12 AWG.

v. Conductor sizes may have been adjusted due to voltage drop or other engineering considerations. Equipment provided by the Contractor shall be capable of accepting the quantity and sizes of conductors shown in the Contract Documents. All conductor pigtails, cable step-down adapters, cable step-up adapters, terminal blocks and splicing materials necessary to complete the cable termination/splice shall be considered incidental to the respective pay items provided.

w. All equipment enclosures, junction boxes, wire ways, pull boxes, etc. utilized in damp, wet or exterior locations shall be NEMA 4X stainless steel. All mounting channel, hardware, nuts, bolts, lock washers, etc. utilized in damp, wet or exterior locations shall be stainless steel.

x. All electrical conductors, windings, bus bars, etc. shall be high conductivity (98% conductivity) copper.

y. This Contractor shall furnish and install all required overcurrent protection required by the NEC and the Contract Documents. The overcurrent protection shall be sized according to the equipment nameplate data.

z. Powder-actuated fasteners will not be allowed without express written approval of the Engineer. No fasteners shall pierce the structure until accepted by the Engineer.

aa. Use Ideal NOALOX antioxidant compound or accepted equivalent on all aluminum to aluminum mechanical or electrical connections. Use Thomas and Betts KOPR-SHIELD or accepted equivalent on all rigid galvanized steel conduit connections and all copper grounding connections using mechanical lugs. Use an approved anti-seize compound on all bolted connections.

100-3.2 ELECTRICAL REFERENCE SYMBOLS.

a. Symbols used in the Contract Documents are defined in the Electrical Legend. Not necessarily will all symbols defined be applicable to the project.

100-3.3 ACTIVE SERVICES.

a. Existing active services, water, gas, sewer, electric, communication, jet fuel, etc. when encountered, shall be protected against damage. Do not prevent or disturb operation of active services, which are to remain. If active services are encountered which require relocation, make request to Authorities Having Jurisdiction (AHJ) for determination of procedures. Where existing services are to be abandoned, they shall be terminated in conformance with requirements of the AHJ, Utility or Municipality having jurisdiction.

100-3.4 CODES AND STANDARDS.

a. Install in accordance with latest edition of the National Electrical Code and the regulations of governing Federal, State, County, local and other applicable codes, including the Utility Companies. Where a conflict in code requirements occurs the most stringent requirement shall govern. The Contractor shall be responsible to obtain and pay for all required licenses, fees and inspections including meter installation fee. The cost for such shall be included in the bid price.

b. The work shall meet the requirements and recommendations of applicable portions of the latest editions of these laws, codes and standards:

1. OSHA 1910 & 1926

2. NFPA 70, National Electrical Code

3. NFPA 70E, Standard for Electrical Safety in the Workplace

4. NFPA 101, Life Safety Code

5. NFPA 409, Standard on Aircraft Hangars

6. NFPA 780, Standard for the Installation of Lightning Protection Systems (UL 96, UL 96A)

7. FAA Advisory Circulars, Engineering Briefs and Orders

8. Applicable local building code

9. Florida Building Code Project State Specific

10. ANSI C2, National Electrical Safety Code

11. NEMA Standards (NEMA)

12. Underwriter's Laboratories (UL)

13. Institute of Electrical and Electronics Engineers (IEEE)

14. FDOT - Standard Specifications for Road and Bridge Construction Project State Specific

15. FDOT – Design Standards Index Project State Specific

16. AWS D1.1, Structural Welding Code – Steel

17. Merriam-Webster Dictionary

The above is not all inclusive of applicable codes and standards but is presented for the Contractors convenience.

The advisory circulars are available online at:

https://www.faa.gov/regulations_policies/advisory_circulars/index.cfm/go/document.list?display=current&q=

100-3.5 LISTED AND LABELED.

a. All materials shall be new and free of defects and shall be U.L. listed, bear the U.L. label or be labeled or listed with an accepted, nationally recognized Electrical Testing Agency. Where no labeling or listing service is available for certain types of equipment, test data shall be submitted to prove to the Engineer that equipment meets or exceeds available standards. All U.L. listed material shall be used only for the intended purpose.

100-3.6 UTILITY COMPANY FEES, CHARGES, AND COSTS.

a. It is the Contractor's responsibility to contact the applicable Utility Company(s) to determine if any fees, charges or costs will be due the Utility Company(s) as required by the Utility Company(s) for temporary power, installations, hook-ups, etc. This fee, charge or cost shall be included in this Contractor's price.

100-3.7 TESTING – QUALITY CONTROL.

a. Systems shall be tested by the Contractor, in the presence of the RPR, and placed in proper working order prior to demonstrating systems to the Owner. Refer to the requirements in each item for other applicable standards.

b. Provide all tests as required, per the Contract Documents and submit all test reports to the RPR. Costs of all testing shall be borne by the Contractor and shall be considered incidental to the respective pay item of the tested item. The Contractor shall perform all Quality Control in accordance with the Contract Documents and the Contractor’s Quality Control Plan General Conditions. The Owner will perform Quality Assurance/Acceptance.

c. After work is completed a load balance test shall be made to demonstrate that with full lighting and mechanical load the balance between phases is within 5%. Unbalance beyond this limit shall be corrected.

d. Perform such tests as required by AHJ over the site.

e. Testing methods shall be acceptable to the Engineer and shall be submitted to the RPR for review, a minimum of thirty (30) days prior to the scheduled test.

100-3.8 LAMINATED PHENOLIC PLASTIC NAMEPLATES.

a. Contractor shall provide nameplates for wiring systems and equipment as called for herein. All nameplates shall have beveled edges and one-half inch (1/2") lettering. If equipment is smaller than ten inches by six inches (10"x 6"), one-quarter inch (1/4") lettering may be used. Smaller lettering may be used with permission of the RPR.

b. Nameplates shall be laminated phenolic plastic, black front and back with white core, with lettering etched through the outer covering. White engraved letters on black background. Emergency systems shall use red front and back with white core for nameplates. Attach nameplates with stainless steel pop rivets, sealed with clear silicon caulk. Adhesive may be used only on panelboard interiors. Where conditions do not warrant piercing the enclosure "LOCTITE" brand adhesive or accepted equivalent may be used with permission of the RPR.

c. Coordinate nameplates with Contract Documents and submit 1 to 1 scale detail of all nameplates to RPR for review.

d. All electrical equipment, enclosures, pull boxes and all similar items in the sole opinion of the RPR shall be equipped with nameplates. Examples are all constant current regulators, motors, pushbutton stations, hand holes, pull boxes, junction boxes, manholes, control panels, system cabinets, terminal cabinets, time switches, disconnect switches, panelboards, circuit breakers, contactors, relays, high voltage boxes and cabinets. Special electrical systems shall be identified at junction and pull boxes, terminal cabinets and equipment racks.

e. Nameplates shall adequately describe the function of the particular equipment involved. Where nameplates are detailed in the Contract Documents, inscription and size of letters shall be as shown. Nameplates for panelboards and switchboards shall include the panel designation, panel name, source(s) of power and voltage and phase of the supply. For example, "Equip YY, Panel A, fed from Panel XYZ, 480/277V, 3-phase, 4-wire." The unique name of a particular piece of equipment shall be used consistently on all nameplates referencing that particular piece of equipment. Equipment name/numbers utilized shall be consistent throughout the entire system. When equipment has multiple sources of power, all sources of power shall appear on the nameplate. Power source descriptions shall contain as a minimum the information listed above. Nameplates shall include as a minimum the following.

1. Equipment Number

2. Equipment Name

3. Power Source(s)

4. Voltage Level and number of phases (for each power source)

f. Panelboard and distribution panels shall have each breaker position identified with phenolic labels.

g. All major pull and junction boxes in service areas, tunnels, above accessible ceilings and in accessible chases shall have nameplates identifying the feeder or system. This shall include the access cover on lighting pole bases.

h. Systems with conductors exceeding 100 volts to ground shall have voltage identification nameplates with one-half inch (1/2") high letters on all panels, switches, pull boxes and junction boxes.

100-3.9 CONCRETE WORK.

a. Concrete bases and pads for all equipment furnished by Contractor shall be the responsibility of Contractor unless noted otherwise.

b. Furnish and install reinforced concrete pads for transformers, switchgear, and motor control centers, etc. of size as shown in the Contract Documents. Chamfer the top edges 1". Trowel all surfaces smooth, provide broom finish where noted. Reinforce the pads as shown in the Contract Documents.

c. Concrete equipment pads shall be installed by tradespersons skilled in concrete work. Equipment pads shall be level within one-eighth inch (1/8”) in 10 feet (10’). Equipment pads not meeting the previous requirements shall be removed and replaced at the Contractor’s expense.

d. The Contractor shall furnish all equipment anchor bolts and shall be responsible for their proper installation and accurate location.

100-3.10 EXCAVATING, TRENCHING AND BACKFILLING.

a. This Contractor shall do excavating necessary for light bases, underground wiring, conduit, duct banks and other underground work and shall backfill trenches and excavations after work has been inspected. Care shall be taken in excavating that walls and footings and adjacent load bearing soils are not disturbed in any way, except where lines must cross under a footing, pad or other structural item. Where a line must pass under a footing, pad or other structural item the crossing shall be made by the smallest possible trench to accommodate the conduit/duct. Excavations shall be kept free from water. No greater length of trench shall be left open in advance of conduit/duct installation than that, which is authorized or directed by the RPR.

b. Roots shall be removed to a level of eighteen (18") below finished grades and deeper as required for conduit/duct runs, manholes and light pole bases. No roots shall be allowed to remain under the work.

c. Backfill about the work shall be placed, where practical, as the work of construction progresses. Backfilling on or against concrete work shall be done only when directed. Backfilling of conduit/duct lines shall progress as rapidly as the testing and acceptance of the finished items of the work will permit and shall be carried to a crown approximately six inches (6") above the existing grades. In backfilling around conduit/duct lines, selected material shall be compacted firmly around the conduit/duct. Fill and backfill shall be clean and free from vegetable matter and refuse.

d. All loose materials shall be removed from all excavations for electrical items. The bottom of the excavation shall be compacted to the following criteria:

SOIL TYPE	DESIGN AIRCRAFT GROSS WEIGHT	TEST STANDARD	UNDER PAVEMENT	IN TURF
<30% RETAINED ON ¾" SIEVE	>60,000 LBS	ASTM D1557	100%	95%
<30% RETAINED ON ¾" SIEVE	≤60,000 LBS	ASTM D698	100%	98%
>30% RETAINED ON ¾" SIEVE	>60,000 LBS	AASHTO T-180	100%	95%
>30% RETAINED ON ¾" SIEVE	≤60,000 LBS	AASHTO T-99	100%	95%

Backfill shall comply with the same compaction requirements.

e. All trenches and other excavation left open by necessity shall be barricaded and guarded as required by OSHA or applicable codes and regulations.

100-3.12 WELDING.

a. All welding and weld procedures shall be in accordance with AWS D1.1, Latest Edition. Qualifications of welders and welding operators shall be in accordance with AWS D1.1, Latest Edition. The welder qualification test shall be performed on a 1" A-36 Test Coupon in the 3G and 4G positions. The welder qualification shall be current within 12 months of the work being performed. Weld inspections shall be per the criteria set forth in AWS D1.1 for visual weld inspection.

100-3.13 ELECTRONIC DRAWING FILES.

a. Electronic versions of the Contract Documents may be available for the Contractors use. Please be advised that Engineer cannot be held responsible for third party use of this information, and furthermore, that this information is supplied as a professional courtesy. This applies to all electronic data files transmitted on behalf of Engineer to third parties.

b. The files are without warranty as to performance, accuracy, or freedom from error, or as to any results generated through their use at any time. Written dimensions in file, details, specifications take precedence.

c. The files being transmitted are the intellectual property of Engineer and as such are protected by the copyright laws of the United States. The files are being transmitted for the single use on this project only.

d. The electronic files provided are non-sealed and unofficial versions of the Contract Documents that have been created by the Engineer. The electronic files are provided only for the convenience of explicitly authorized users.

e. The hard copy Conformed Documents that have been provided are the only official documents that may be relied upon for accurate presentation. The electronic files provided will be at the authorized user’s risk and does not pose any risk or liability to the Owner or Engineer.

f. Engineer does not guarantee or warrant the authenticity of electronic files. The authorized users agree and recognize that the electronic files may unintentionally become corrupted or modified without the authorization of the Engineer.

g. Written dimensions will govern over scaled values.

h. AutoCAD files were developed using base files provided by others.

i. Variations in printer drivers may cause the electronic file presentation to vary considerably.

DESIGNATION OF MATERIALS

100-4.1 DESIGNATION OF MATERIALS.

a. Where equipment or materials are specified using the name and catalog number of one manufacturer, that equipment or material specified shall set the quality and functionality of the item. Equivalents accepted by the Engineer will be acceptable.

b. Where equipment or materials are specified using the name and catalog number of more than one manufacturer, that equipment or material shall be one of those specified. No alternative will be acceptable.

c. Where no brand name is specified, the source and quality shall be subject to the Engineer's review and acceptance.

d. When a product is specified to be in accordance with a trade association or government standard, at the request of Engineer, Contractor shall furnish a certificate that the product complies with the referenced standard. Upon request of the Engineer, the Contractor shall submit supporting test data to substantiate compliance.

e. The Engineer shall be the sole judge of whether the proposed "equivalent" is suitable for use in the work.

f. The Engineer reserves the right to reject any and all equipment, materials or procedures, which, in the Engineer’s opinion, does not meet the system design and the standards and codes, shown in the Contract Documents.

g. Each Bidder represents their bid is based upon the materials and equipment described in the Contract Documents.

PROTECTION OF MATERIALS, EQUIPMENT AND WORK

100-5.1 PROTECTION OF MATERIALS, EQUIPMENT AND WORK.

a. Materials shall be stored to assure the preservation of their quality and fitness for the work. Stored materials, even though accepted before storage, shall be subject to reinspection prior to their use in the work. The Contractor shall coordinate the storage of all materials with the RPR.

b. The Contractor shall protect electrical raceway, cable, lighting fixtures, associated support systems, and all other electrical items against damage from movement of equipment and material, welding, flame cutting, and other construction damage. Raceways and supporting structures for raceway and lighting fixtures shall not be used as access scaffolding at any time. Whenever welding or flame cutting operations occur above or near raceways, cables lighting fixtures, etc not shielded from such operations by concrete floor or other protective covers, the Contractor shall protect the items from damage by means of fireproof boards or blankets. Damaged materials shall be repaired or replaced, by and at the Contractor's expense, subject to the RPR's direction and acceptance.

c. Surfaces of most equipment, such as panels, switchgear, transformers, constant current regulators (CCR) and circuit breakers, are finished at the factory. Great care shall be exercised to prevent damage to this original finish during installation of the equipment and during construction work.

d. If the factory finish is damaged during construction, the entire surface of the damaged component shall be refinished by and at the expense of the Contractor.

e. The refinished surface shall be equivalent in every respect to the original surface, including color, texture and smoothness. Refinishing paint, if furnished with the equipment, may be used; otherwise, the paint shall be obtained from the equipment manufacturer.

f. All cut edges of galvanized materials and marred or scratched galvanized surfaces shall be repaired using LPS-1G cold galvanizing compound or accepted equivalent.

GENERAL CONSTRUCTION REQUIREMENTS

100-6.1 GENERAL CONSTRUCTION REQUIREMENTS.

a. Provide the bracing, shoring, rails, guards, and covers necessary to prevent damage or injury. Do not leave energized electrical items exposed or unprotected. Protect personnel from exposure to contact with electricity. Deliver equipment and materials to the job site in their original, unopened, labeled containers. Store ferrous materials to prevent rusting. Store finished materials and equipment to prevent staining and discoloring.

b. Maintain separation between stainless steel items and carbon steel items to prevent contamination of stainless-steel item and subsequent rust stains on stainless steel item.

c. All sheeting, shoring, dewatering and cleaning necessary to keep trenches and their grades in proper condition for the work to be continued, including the removal of water by mechanical means, shall be the Contractor's responsibility.

METHOD OF MEASUREMENT

100-7.1 METHOD OF MEASUREMENT.

a. The items described in Item SP-100 are incidental to other pay items and shall not be measured for payment.

BASIS OF PAYMENT

100-8.1 BASIS OF PAYMENT

a. No direct payment shall be made for the work described in Item SP-100. The work described in Item SP-100 is incidental to other items and shall be paid for in the respective bid item of which it is a component part.

END OF ITEM SP-100

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ITEM SP-105 ALTERATIONS, REMOVAL AND DEMOLITION

PART 1 – GENERAL

105-1.1 GENERAL:

a. This item shall apply to all electrical work contained within the Contract Documents. Where the contract general conditions, special provisions or other parts of the Contract Documents also apply, the stricter of the documents shall govern.

b. Alterations shall mean any change or rearrangement in the component parts, including structural, mechanical, and electrical systems, or internal or external arrangements of an existing item, component, system or structure.

c. Removal shall mean the dismantling and disposal of existing materials, components, equipment, and utilities. Removed items shall be handled, prepared for storage, transported to storage areas, or disposed of as specified.

d. Demolition shall mean abandonment, removal and disposal, or salvage and delivery to the Owner as required by the Contract Documents.

e. The installation and/or removal of lighting equipment may be critical to airport operations; therefore, the Contractor shall follow work schedule established in the Contract Documents or as directed by the Engineer.

f. Temporary power and lighting shall be accomplished in accordance with the Contract Documents.

105-1.2 CONDITION OF EXISTING FACILITIES:

a. The Contractor shall verify the areas, conditions, and features necessary to tie into existing construction. This verification shall be done prior to submittal of shop drawings, fabrication or erection, construction or installation. The Contractor shall be responsible for the accurate tie-in of the new work to existing facilities.

b. The Contractor shall protect all existing utilities from damage resulting from alteration, removal and demolition activities.

c. Any hazardous waste issue shall be immediately reported to the Engineer.

d. Whenever the scope of work requires, connection to an existing circuit, or should the scope of work involve working adjacent or near to an existing circuit and the work could have an adverse impact on the existing circuit, the circuit's insulation resistance shall be tested, in the presence of the Engineer. The test shall be performed in accordance with Item SP-111 and prior to any activity affecting or impacting the respective circuit. The Contractor shall record the results on forms included in Item SP-111. When the work affecting the circuit is complete (or at end of shift prior to energization), the circuit's insulation resistance shall be checked again, in the presence of the Engineer. The Contractor shall record the results on forms included in Item SP-111. The second reading shall be equal to or greater than the first reading or the Contractor shall

make the necessary repairs to the circuit to bring the second reading above the first reading. All repair costs including a complete replacement of the L-823 connectors, L-830 transformers and L-824 cable, if necessary, shall be borne by the Contractor. The Contractor shall measure and record the insulation resistance of **ALL** airfield lighting circuits prior to starting any work. All test results shall be submitted in the Operation and Maintenance (O&M) Manual.

e. Should the Contractor fail to perform the insulation resistance tests prior to starting work, the Contractor shall be responsible to bring the impacted circuits to a minimum 50 megohm earth resistance value or higher value in conformance with any previous airport test records.

105-1.3 OCCUPANCY AND USE OF EXISTING FACILITIES:

a. The Owner will occupy and use the facilities within the areas of work during the entire construction period. The Contractor shall be required to plan and coordinate the Contractor's activities in order to provide all necessary controls for the abatement of dust, noise, and inconvenience to Owner personnel during all phases of the work.

105-1.4 VACATING OCCUPIED AREAS:

a. The Owner will remove all portable items of furniture, equipment, and fixtures prior to the start of work.

105-1.5 SAFETY REQUIREMENTS:

a. The Contractor shall conduct all operations in a manner that will ensure the safety of persons and property in accordance with the OSHA requirements of CFR 29 Part 1926/1910.

b. The Contractor shall comply with the Airport Maintenance Department's LOCK OUT/TAG OUT (LOTO) procedure and NFPA 70E.

105-1.6 CLASSIFICATION OF REMOVED ITEMS:

a. Existing materials and equipment indicated to be removed will be classified as "salvageable" and shall remain the property of the Owner or will be classified as "demolition or debris" and shall be legally disposed.

b. Salvageable Items:

1. Salvaged materials and equipment shall be reused in the work only in construction of temporary electrical facilities, unless noted otherwise.
2. Properly box, protect and ready for transport salvageable items. Retained salvaged items shall be stored on Owner property.
3. Salvaged materials and equipment to be retained by the Owner but not reused in the work shall be turned over to the Owner at a site at the facility to be determined by the Owner.

4. Airfield lighting fixtures, signs and isolation transformers designated to be removed and reinstalled by the Contractor shall be stored indoors in a conditioned space. The indoor conditioned space shall be provided by the Contractor and considered incidental to the pay items provided. As each item designated for removal and reinstallation is removed the Contractor and Engineer shall immediately inspect the item for appropriateness for reinstallation. Any damage not reported in writing to the Engineer within two hours of removal shall become the Contractor's responsibility for replacement/repair of the material as directed by the Engineer. The Contractor is asked to pay special attention to the protection of the semiflush fixture leads. The semiflush fixture lead insulation is easily damaged which results in water infiltration into the fixture.

c. Demolition or Debris:

1. Items classified as demolition or debris shall be legally disposed of off the Owner's property. The cost of such disposal shall be included in the bid price.

105-1.7 TEMPORARY PROTECTION:

a. Contractor shall protect persons and property throughout the progress of the work in accordance with the Contract Documents.

105-1.8 DEMOLITION TASK PLAN AND SCHEDULE:

a. The Contractor shall submit to the Engineer a Demolition Task Plan and Schedule for all existing utility relocation(s) and demolition work. The task plan shall be submitted within 30 days of notice to proceed but no later than 30 days prior to the start of the relocation/demolition work.

b. The task plan and schedule shall detail the phasing of the utility relocation(s) and demolition activities with the balance of the project phasing plan. The task plan and schedule shall detail the Contractor's plan for protection of the existing utilities.

c. The task plan and schedule shall demonstrate preliminary coordination has taken place with the FAA, Airport, communications and power utilities and also demonstrates compliance with the Contract Documents.

d. No work shall be initiated until the task plan and schedule has been submitted to the Engineer and accepted by the utilities. No demolition, alteration or relocation work shall be started until the permanent work replacing the demolition, alteration or relocation is complete, in place, accepted and ready for operation; or until other temporary means have been approved and accepted by the Engineer.

PART 2 - EXECUTION

105-2.1 DISCONNECTING UTILITIES:

a. Prior to the start of work, the Contractor shall coordinate with the Owner and effected utility companies to have each utility placed in a safe work condition.

b. Each utility effected shall be locked out and tagged by the Contractor. Proper safety grounds or equivalent shall be placed for personnel protection.

105-2.2 TEMPORARY UTILITY SERVICES:

a. Contractor shall install temporary utility services in satisfactory operating condition before disconnecting existing utilities. Such temporary services shall be maintained during the period of construction and removed only after new permanent services have been tested and are in operation. Please refer to Item SP-104.

105-2.3 REMOVAL WORK:

a. The Contractor shall not disturb the existing construction beyond that indicated or necessary for installation of new work. Temporary shoring and bracing for support of building components to prevent settlement or other movement shall be as required to protect the work and existing facilities.

b. The Contractor shall provide protective measures to control accumulation and migration of dust and dirt in all areas of work, particularly those adjacent to occupied areas. The Contractor shall remove dust, dirt, and debris from the areas of work daily.

105-2.4 SALVAGEABLE MATERIALS AND EQUIPMENT:

a. The Contractor shall remove all salvageable materials and equipment in a manner that will cause the least possible damage thereto. Salvageable items, which are to be retained by the Owner, shall be carefully handled, stored, and protected.

b. The Contractor shall provide identification tags on all salvageable items boxed or placed in containers, indicating the type, size, and quantity of materials.

c. The Contractor shall exercise extreme care when removing airfield lighting bolting hardware. The existing bolting hardware may have been installed in excess of twenty-five years. The Contractor shall be responsible for the proper removal/repair/replacement of all stripped/broken/damaged fixture bolts or light base bolts or tapped holes in light bases and/or appurtenances encountered during construction. Contractor shall use drilling/tapping/inserts fixture/jigs/tooling and methods approved by the light base manufacturer or an accepted equivalent. Payment for this work shall be considered incidental to the respective fixture and light base pay items provided in the Contract Documents.

105-2.5 BUILDINGS AND STRUCTURES:

a. The Contractor shall perform removal operations in existing areas/buildings/structures as indicated and as otherwise required to complete the work.

b. Existing concrete shall be demolished, removed, and disposed. Square, straight edges shall be provided where existing concrete adjoins new work and at other locations where indicated. Existing steel reinforcement shall be protected where indicated; otherwise, it shall be cut off flush with face of concrete.

c. The Contractor shall dismantle structural steel components at field connections and in a manner that will prevent bending or damage.

d. The use of flame-cutting torches will be permitted only when other methods of dismantling are not practical, and when approved in writing by the Engineer.

105-2.6 ELECTRICAL EQUIPMENT AND FIXTURES:

a. Wiring systems and components shall be salvaged. Loose items shall be boxed and tagged for identification.

b. Primary, secondary, control, communication, and signal circuits shall be disconnected at the point of attachment to their distribution system.

c. The Contractor shall remove and salvage electrical fixtures. Incandescent lamps, mercury-vapor lamps, and fluorescent lamps shall be salvaged, boxed and tagged for identification, and protected from breakage. The fixtures shall be turned over to the Owners Maintenance Department. This Contractor shall legally dispose of concrete bases, etc. off the Airport property.

d. The Contractor shall remove and salvage switches, receptacles, fixtures, transformers, regulators, meters, instruments, cover plates, circuit breakers, panelboards, outlet boxes, and similar items; these items shall be boxed, and tagged for identification according to type and size.

e. The Contractor shall remove and salvage cable tray, wiring ducts and troughs.

f. The Contractor shall remove and dispose of conductors, including insulated wire, nonmetallic sheathed and flexible armored cable.

g. All removed or demolished items not identified for reuse in the work or to be turned over to the Owner, unless noted otherwise, shall be properly and legally disposed of off the airport site.

105-2.7 DEMOLITION OPERATIONS:

a. Demolition operations shall be conducted to ensure the safe passage of persons to and from facilities occupied and used by the Owner.

b. The sequence of operations shall be such that maximum protection from inclement weather will be provided for materials and equipment in partially dismantled state.

105-2.8 MAINTAINING TRAFFIC:

a. Demolition operations and removal of debris to disposal areas shall be conducted to ensure minimum interference with roads, streets, walks, and other facilities occupied and used by the Owner.

b. Streets, walks, runways, taxiways and other facilities occupied and used by the Owner shall not be closed or obstructed without written permission.

PART 3 – DISPOSAL OF REMOVED/DEMOLISHED MATERIALS

105-3.1 GENERAL:

a. The Contractor shall dispose of debris, rubbish, scrap, and other non-salvageable materials resulting from demolition/removal operations. Removed/demolished materials shall not be stored or disposed of on the project site.

b. Removed/demolished materials shall be properly and legally disposed of off airport property.

c. Removed/demolished debris shall be transported from Owner property and legally disposed at no additional cost to the Owner. The Contractor shall pay permits and fees for disposal.

105-3.2 AIRFIELD LIGHTING:

a. Carefully remove existing airfield lighting beacon as noted in the Contract Documents. Properly store beacon and turn over to Owner as noted in the Contract Documents.

105-3.3 GENERAL – CUTTING AND PATCHING:

a. Cutting, patching, repairing, and other alteration work shall be done by mechanics skilled in the particular trade or work required.

b. Salvaged items for reuse shall be as accepted by the Engineer.

c. Where required to patch or extend existing construction, or both, such alteration work shall match existing exposed surface materials in finish, color, texture, and pattern.

PART 4 - METHOD OF MEASUREMENT

105-4.1 METHOD OF MEASUREMENT:

a. All Electrical Demolition covered by this item will be paid for at the contract lump sum price, as set forth below, for demolition, alteration and removal complete and in accordance with the Contract Documents.

PART 5 - BASIS OF PAYMENT

105-5.1 BASIS OF PAYMENT:

a. Payment will be made at the contract lump sum price for the required demolition, alteration and removal. This price shall be full compensation for furnishing all material, equipment and for all preparation, removal of the demolished materials and equipment and for all materials, labor, equipment, tools, services and incidentals necessary or required for the electrical demolition as shown in the Contract Documents. It is the intent of the demolition pay item that all equipment,

devices, raceway, pull boxes, manholes, fixtures, wiring, materials, systems, appurtenances, etc., which are no longer required as a result of the project be removed. All waste materials shall be removed from the airport property and legally disposed of by the Contractor. This item includes all backfill, P-610, sod and other materials and appurtenances not specifically identified, but necessary to complete these items in accordance with the Contract Documents.

Payment will be made under:

Item SP-105-1	Electrical Demolition	-- Lump Sum (LS)

END OF ITEM SP-105

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ITEM SP-106 SUBMITTALS, RECORD DOCUMENTS AND MAINTENANCE MANUALS

PART 1 – DESCRIPTION

106-1.1 GENERAL:

a. The items described in this item are applicable to all electrical work. Electrical work is defined as any work described, included, depicted or contained within the Construction Specifications Institute (CSI) Division 16, 26, 27, 28, 33 or 34 specifications, L-XXX specification series, E- series drawings, and all other work within the Contract Documents dealing with the distribution of electrical power/light, electrical/electronic/light monitoring, communication and control.

b. Only Third Party Certified manufacturers, listed in AC 150/5345-53, Appendix 3 Addendum (as required) and meeting the BUY AMERICAN preference requirements can provide equipment and materials specified in the Contract Documents. Documentation certifying compliance with the BUY AMERICAN preference rules for AIP (in accordance with Title 49, United State Code [USC], 1990; later designated as 49 USC §50101) shall be included with each equipment and material submittal.

c. The requirements for submittals, record drawings and Operation and Maintenance (O&M) Manuals supplement the requirements and are in addition to the requirements of the general conditions, special provisions or other parts of the Contract Documents. Where the contract general conditions, special provisions or other parts of the Contract Documents also apply, the stricter of the documents shall govern.

106-1.2 SCOPE:

a. This item includes the requirements for submittals, record documents and operation and maintenance (O&M) manuals. All submittals and O & M Manuals shall be submitted in book form as described by this item.

PART 2 – REQUIREMENTS FOR SUBMITTALS

106-2.1 DATA, SHOP DRAWINGS AND SAMPLES:

a. Shop drawings are drawings, diagrams, illustrations, schedules, performance charts, brochures and other data which are prepared by the Contractor or any subcontractor, manufacturer, supplier or distributor, and which illustrate some portion of the work.

b. Submittal data for electrical materials and equipment shall consist of shop drawings and/or catalog cuts showing technical data as necessary to evaluate the material or equipment, to include dimensions, wiring diagrams, performance curves, ratings, control sequence and other descriptive data necessary to describe fully the item proposed and its operating characteristics.

c. Prior to the installation of any material or equipment and **within 30 days of notice to proceed**, the Contractor shall provide to the Engineer all submittals as required by the Contract Documents. The submittals shall be complete and made in **ONE** submission in the format required by this item. Partial submission will only be considered under special circumstances.

d. The Contractor shall perform no portion of the work, nor purchase any materials, requiring submission until the Engineer has accepted the relevant submittal/shop drawing/sample. Should the Contractor commence any work or install any materials prior to the receipt of an accepted submittal/shop drawing/sample the Contractor is deemed to be proceeding at the Contractor's own risk.

e. Samples are physical examples furnished by the Contractor to illustrate materials, equipment or workmanship, and to establish standards by which the work will be judged. Each sample shall be accompanied by the manufacturer's instructions regarding installation, operation and maintenance and shall be identified by item number, and specification.

f. By approving and submitting Shop Drawings and Samples, the Contractor thereby represents that the Contractor has determined and verified all field measurements, field construction criteria, materials, catalog numbers and similar data and that the Contractor, has checked and coordinated each Shop Drawing and Sample with the requirements of the work of the Contract Documents.

g. Unless otherwise stated in the Contract Documents the Engineer will review Data, Shop Drawings and Samples within thirty (30) days after receipt, but only for general conformance with the design concept of the project and general compliance with the information given in the Contract Documents. The Engineer's review of a separate item shall not indicate approval of an assembly in which the item functions.

h. The Engineer reserves the right to reject any and all equipment, materials and procedures, which, in the Engineer's opinion, does not comply with the system design and the standards and codes specified herein.

i. The Engineer shall be the sole judge of whether the proposed "acceptable equivalent" is suitable for use in the work.

j. The Contractor shall make any corrections required by the Engineer and shall resubmit the required number of corrected shop drawings or new samples until accepted. The Contractor shall direct specific attention in writing on resubmitted shop drawings to revisions other than the corrections requested by the Engineer on previous submissions.

k. If the Contractor desires to substitute materials or deviate from the requirements of the Contract Documents, the Contractor shall separately submit all substitute materials and deviations to the Contract Documents. Such submittals shall be clearly and boldly marked "**SUBSTITUTION"** or **"DEVIATION TO CONTRACT DOCUMENTS"**. If the substitution or deviation is accepted, the Contractor will not be excused from producing work in conformity with the Contract Documents. If a trial use establishes the work does not comply with the Contract Documents, the Contractor shall take such action as the Engineer determines necessary.

l. The Engineer's approval of shop drawings or samples shall not relieve the Contractor of responsibility for any deviation from the requirements of the Contract Documents unless the Contractor has informed the Engineer in writing of such deviation at the time of submission and the Engineer has provided written acceptance to the specific deviation. The Engineer's approval shall not relieve the Contractor from responsibility for errors or omissions in the shop drawings or samples.

m. The submittals will be checked only for general conformance with the design concept of the project and general compliance with the information given in the Contract Documents. Any action noted by the Engineer on the submittal is subject to the requirements of the Contract Documents.

n. The Contractor is responsible for dimensions, quantities, fabrication processes and methods of construction, coordination of the Contractors work with that of all trades. The Contractor shall be responsible for satisfactory performance of the Contractor's work and supplying a complete and fully functional system. The Contractor shall confirm and correlate dimensions at the jobsite.

o. Samples shall be submitted upon request or as required by the Contract Documents.

p. The Contractor shall maintain an accurate updated "SUBMITTAL REGISTER" containing the status of all submittals. The log shall be updated on a weekly basis. The Contractor shall bring the submittal register to each progress meeting. The submittal register shall contain the following information:

1. Submittal description and number assigned.
2. Contract Document required submittal date.
3. Submittal electrical system type; airfield lighting or airfield lighting control or airfield lighting vault power system.
4. Reference Item # (L-108, 26 05 33.13, etc).
5. Date sent to Engineer.
6. Date returned to Contractor from Engineer.
7. Submittal status.
8. Date of resubmittal and return – as applicable.
9. Date material released for fabrication.
10. Projected date of fabrication.
11. Projected date of delivery to site.

106-2.2 ELECTRONIC SUBMITTAL:

a. Electronic submittal shall consist of a single PDF document separated and book marked per each electrical system, per specification section as described in section 106-2.2.d. containing all materials for each item to be installed in the project.

b. Electronic submittals larger than 10 megabyte shall be separated into smaller PDF files for transmission to make up a single PDF document. Each separate PDF shall be book marked per specification section containing all materials for each item to be installed in the project.

c. Each PDF for electronic transmission shall be clearly labeled as transmittal X of Y per submittal section.

d. Provide separate submittal PDF's for each of the following electrical system types:

1. One PDF submittal set for the Airfield Lighting System. All components to be included in the contract for lighting, conduit, grounding and miscellaneous systems shall be included.
2. One PDF submittal set for the Airfield Lighting Control System.
3. One PDF submittal set for the Airfield Lighting Vault Modifications,

106-2.3 SUBMITTAL CONTENTS:

a. First sheet(s) in shall be a cover sheet containing the project information and location. See appendix A at the end of SP-106 specification.

b. The second sheet shall be a table of contents identifying the specification section(s) being submitted.

c. Third sheet shall be prepared and filled out by Contractor and shall list project address of airport, Engineer, Contractor & subcontractor(s).

d. Fourth sheet shall also be filled out by Contractor and list project schedule information.

e. Submittals consisting of marked catalog sheets or shop drawings shall be inserted in the PDF in specification number/section order. Submittal data shall be presented in a clear and thorough manner. **Original PDF catalog sheets are preferred. Scans of catalog sheets are acceptable provided they are equivalent in quality to the original document.**

f. Clearly and boldly mark each page to identify pertinent products or models applicable to this project. Indicate all optional equipment and delete non-pertinent data. **Markings shall be boldly and clearly made with arrows or circles (highlighting is not acceptable).**

g. All sheets within the submittal shall be oriented in a portrait setting. Mixing of portrait and landscape oriented standard 8.5 X 11 sheets shall not be permitted.

h. All sheets contained within the PDF shall be straight. Sheets scanned on a drastic angle making the submittal page difficult to read shall not be permitted and shall result in the submittal being rejected.

i. Some catalog sheets have colored backgrounds or colored text. When scanned these items appear black and obscure the printed text and markings by the contractor. For this reason all scans of sheets with colored backgrounds or text shall be made in color. Sheets that are not readable due to obscured information shall be rejected.

j. Submittals for components of electrical equipment and systems shall identify the equipment for which they are a component part on each submittal sheet.

k. Shop Drawings: Drawings to include identification of project and names of Engineer(s), General Contractor, subcontractor and supplier, data, number sequentially and indicate the following:

1. Fabrication and erection dimensions.

2. Arrangements and sectional views.
3. Necessary details, including complete information for making connections with other work.
4. Kinds of materials and finishes.
5. Descriptive names of equipment.
6. Modifications and options to standard equipment required by the work.
7. Leave blank area, size approximately 5 x 5 inches, near title block for the Engineer's stamp imprint.
8. Point-to-point wiring diagrams.
9. Conduit/duct/raceway rough-in drawings.
10. See specific items of the Contract Documents for further requirements.

l. Submittal Product Data - Technical data is required for all items as called for in the Contract Documents regardless if item furnished is as specified.

1. Submit technical data verifying that the item submitted complies with the requirements of the Contract Documents. Technical data shall include manufacturer's name and model number, dimensions, weights, electrical characteristics, and clearances required. Indicate all optional equipment and changes from the standard item as called for in the Contract Documents. Furnish drawings, or diagrams, dimensioned and in correct scale, covering equipment, showing arrangement of components and overall coordination.
2. In order to facilitate review of product data, insofar as practicable, they shall be noted, indicating by cross reference the Contract Documents, note, drawing number and/or specification number and item paragraph numbers where item(s) occur in the Contract Documents.
3. See specific items in Contract Documents for further requirements.

106-2.4 PROCESSING SUBMITTALS:

a. Submit the PDF submittal and shop drawings per Specification section

b. The Contractor shall review, stamp with the Contractor's approval and submit to the Engineer, eight (8) prints of shop drawings, eight (8) copies of submittal books and three (3) sets of samples where required, as described in this item,

c. The General Contractor shall review the submittal books before submitting to the Engineer. No request for payment will be considered until the submittal book has been reviewed and submitted for review by the Engineer.

d. Product Data: For standard manufactured materials, products and items, submit one (1) copy or sets of data (per book).

e. Shop Drawings for custom fabricated items and systems:

1. Initially submit a transparency (suitable for reproduction) together with four (4) prints made the transparency.
2. When submittal is acceptable, furnish one (1) print per book made from the accepted transparency.

f. Acceptance: When returned to Contractor, the front of each submittal will be marked with the Engineer's stamp. If box marked "Submit Specified Item", or "Rejected" or "Revise and Resubmit" is checked, submittal is not accepted and Contractor is to correct and resubmit as noted. If submittal is marked "Make Correction Noted" Contractor may begin construction utilizing the submitted item with corrections made. **However, the corrected submittal must be resubmitted for record keeping purposes.** Contractor is to comply with notation making necessary corrections on submittal and resubmit for final record.

g. If the submittal is marked "No Exception Taken" the Engineer took no exceptions to the submitted items.

h. Corrections or comments made on the shop drawings during this review do not relieve Contractor from compliance with requirements of the Contract Documents. This check is only for review of the general conformance with the design concept of the project and general compliance with the information given in the Contract Documents. The Contractor is responsible for; confirming and correlating all quantities and dimensions; selecting fabrication processes and techniques of construction; coordinating the Contractor's work with that of all other trades and performing all work in a safe and satisfactory manner.

i. Note that the acceptance of shop drawings or other information submitted in accordance with the requirements contained in this item, does not assure that the Engineer or any other Owner's Representative attests:

1. To the dimensional accuracy or dimensional suitability of the material or equipment involved.
2. The ability of the material or equipment involved to perform as designed.
3. The mechanical or electrical performance of equipment.

j. Approval of shop drawings does not invalidate the Contract Documents if in conflict; unless a letter requesting such a change is submitted and accepted on the Engineer's letterhead.

106-2.5 DELAYS:

a. Contractor is responsible for delays in job progress accruing directly or indirectly from late submissions or resubmissions of shop drawings, or product data.

106-2.6 RE-SUBMITTALS:

a. The Engineer shall be reimbursed for engineering costs to review resubmittals subsequent to the second submittal.

PART 3 – RECORD DOCUMENTS

106-3.1 PROGRESS AND RECORD DRAWINGS:

a. Keep two sets of blue line prints on the job and neatly mark up design drawings each day as components are installed. **Red pencil shall be used for additions and green pencil for deletions. Use of "white out" or similar products is not permitted.**

b. All items on record drawings shall be shown in actual location installed. Drawings shall be inspected weekly, by the Engineer, for compliance and accuracy. Project payments shall be withheld if the marked-up drawings are not current.

c. Change the equipment schedules to agree with items actually furnished.

d. All hand holes, pull boxes, junction can plazas, manholes, underground ducts, conduits, force mains, drains, ground grids, etc. (all underground utilities) installed by this Contractor or located by this Contractor during the construction of this project shall be surveyed and recorded on the record documents. Record utility locations in state plane grid coordinates. Provide north-south, east-west coordinate and elevation.

e. At the end of the project, all changes shall be reviewed by the Electrical Contractor. The drawings shall be marked "As Built" and dated and signed by the Electrical Contractor's Superintendent.

f. Prior to request for final payment, furnish a set of "As Built" prints to the Engineer for review. The final prints shall be professionally drafted to indicate "As Built" conditions to the Engineer. The prints shall be stamped "As Built" signed and dated by the Contractor. The Contractor's signature shall certify to the Engineer that the "As Built" drawings are accurate and complete.

g. The Contractor's failure to produce representative "As Built" drawings in accordance with requirements of this item, shall be cause for the Engineer to produce such "As-built" drawings and the Contractor shall reimburse Engineer for all costs to produce a representative set of "As Built" drawings.

PART 4 – OPERATION AND MAINTENANCE MANUALS

106-4.1 REQUIREMENTS FOR OPERATION AND MAINTENANCE MANUALS:

a. Two (2) USB drives shall be provided with all O & M Manual information included in PDF format. The Operation and Maintenance Manual shall be submitted as a PDF document. As a minimum, the Operation and Maintenance Manual shall contain the following:

1. Safety precautions used while maintaining the equipment.
2. Theory of circuit and system operation.
3. Complete schematic and interconnecting wiring diagrams.
4. Complete parts list with each circuit component keyed to designations assigned on schematics and wiring diagrams. Complete information shall be given for each part to permit ordering for replacement purposes. This information shall include the components rating, name of manufacturer and the manufacturer's part number.
5. Recommended preventative maintenance, including care, cleaning lubrication, service intervals, etc.
6. Troubleshooting procedures.
7. Physical characteristics (weight, size, mounting dimensions, etc.).
8. Installation instructions.
9. Operating instruction.
10. Recommended spare parts and usage for a one (1) year period.

11. Submit for checking purposes a specific set of written operating instructions on each item, which requires instructions to operate. After acceptance, provide one copy for insertion in each Operation and Maintenance Manual.
12. Submit for acceptance maintenance information consisting of manufacturer's printed instructions and parts list for each major item of equipment. After acceptance, insert information in each Operations and Maintenance Manual. Detailed schematic diagrams shall be furnished for all electrical/electronic equipment.
13. Bill of materials.
14. Physical layout plans.
15. Equipment supplier list.
16. Panel schedules shall be submitted with the respective panel data.
17. Special instructions
18. Service maintenance contracts including the name, address and 24 hour phone number and contact of manufacturer’s authorized Repair Company.

There shall be no "Black Boxes" for which there are no schematic/wiring diagrams.

106-4.2 OPERATION AND MAINTENANCE MANUALS:

a. O & M Manuals shall consist of a PDF document. The manual shall be bookmarked into sections by Table of Contents, Project Contacts, and each technical specification section. Shop drawings, product data and/or catalog sheets shall be inserted into the O & M PDF by technical specification.

b. Provide correct designation of project on first page of each technical specification submittal section. Description sheet shall be white with black letters, minimum of 11” high and full width of page. Description shall describe project and match project Contract Document description. Description to include submittal type.

c. All documents inserted into the O & M Manual PDF, including but not limited to catalog cut sheets, theory of operation, and all other related product data, shall be the original documentation from the manufacturer.

d. Any scanned documentation shall be legible, and have the correct orientation in the pdf so the document can be read horizontally, from left to right, in line with all other pages in the O & M Manual. Failure to meet these requirements will result in the O & M Manual’s rejection. Upon rejection any errata shall be fixed and resubmitted to the engineer for approval.

e. Provide one O & M Manual for the following electrical system required by the contract documents:

106-4.3 OPERATION AND MAINTENANCE MANUAL CONTENTS:

a. Operation & Maintenance Manuals shall include:

1. First sheet in PDF shall be the cover sheet.
2. The second sheet shall be a table of contents.
3. The third sheet shall be filled out by Contractor and shall list project address of airport, Engineer, Contractor & subcontractor(s).

4. The fourth sheet shall also be filled out by Contractor and list project schedule information showing project "as completed".
5. Shop Drawings: Shop drawings shall be a copy of the final and accepted shop drawings submitted as required in Item SP-106-2. These shall be inserted into the PDF in specification number/section order. Each catalog sheet shall clearly identify where the product is used and the Contract Document identification for equipment.
6. Product data and/or catalog sheets shall be a copy of the final and accepted submittal submitted as required in Item SP-106-2. These shall be inserted into the PDF in specification number/section order. Each catalog sheet shall clearly identify where the product is used and the Contract Document identification for equipment.
7. Warranty/Guarantee: Provide copy of warranty/guarantee and letters of certification, in respective location in O & M Manual PDF. Original warranty/guarantee shall be incorporated into separate project warranty PDF with warranty/guarantees provided for other items and submitted for Engineer review.

106-4.4 PROCESSING OPERATION AND MAINTENANCE MANUALS:

a. The General Contractor shall review the manuals before submitting to the Engineer. Submit one PDF set of O& M Manuals to the owner and PDF set to the Engineer.

106-4.5 DELAYS:

a. Contractor is responsible for delays in job progress accruing directly or indirectly from late submissions or resubmissions of the Operation and Maintenance Manuals.

106-4.6 RE-SUBMITTALS:

a. The Engineer shall be reimbursed the cost to review Operation and Maintenance Manual re-submittals subsequent to the second submittal.

PART 5 – METHOD OF MEASUREMENT

106-5.1 METHOD OF MEASUREMENT

a. The items described in Item SP-106 are incidental to other pay items and shall not be measured for payment.

PART 6 – BASIS OF PAYMENT

106-6.1 BASIS OF PAYMENT

a. No direct payment shall be made for the work described in Item SP-106. The work described in Item SP-106 is incidental to other items and shall be paid for in the respective bid item of which it is a component part.

PART 7 – SUBMITTAL LIST

106-7.1 SUBMITTAL LIST

a. The following is a list of materials expected by the Engineer to be incorporated within the project. This list is not all inclusive as the Contractor's chosen means and methods will have a direct impact on the materials used.

b. It is the intent of this item that all materials used or incorporated into this project is submitted to the Engineer for review.

c. The Contractor shall maintain a submittal register in accordance with Part 2 of this item. The Submittal register shall include all items used or incorporated into the project.

Spec. Section Number	Spec Paragraph Number	Submittal Description
SP-100	1.4-A	CERTIFICATION OF ELECTRICAL CONTRACTOR'S EXPERIENCE
SP-100	1.4-A	COPY OF ELECTRICAL CONTRACTOR'S STATE ELECTRICAL LICENSE
SP-100	1.5-C	CERTIFICATION OF ELECTRICAL SUPERINTENDENT'S EXPERIENCE
SP-100	1.5-C	ELECTRICAL SUPERINTENDENT'S RESUME' AND COPY OF JOURNEYMAN ELECTRICIAN LICENSE
SP-100	1.5-C	ELECTRICAL SUPERINTENDENT'S REFERENCES, AIRPORT NAME, CONTACT AND PHONE NUMBER
SP-100	1.5-F	COPY OF EACH JOURNEYMAN ELECTRICIAN'S LICENSE
SP-100	2.4-B	EXISTING FACILITIES INVESTIGATION MEMO
SP-100	2.4-E	SCHEDULED SHUTDOWNS
SP-100	2.5-A	WARRANTIES
SP-100	2.6-A	O&M MANUALS
SP-100	2.7-L	TEST REPORTS
SP-100	2.7-P	RECORD DOCUMENTS
SP-100	3.1-A	GENERAL LIGHTING PROVISIONS SUPERVISION & ATTENDANCE (SD-08)
SP-100	3.1-K	COLOR CODE PAINT
SP-100	3.7-C	LOAD BALANCE TEST
SP-100	3.8-B	PHENOLIC NAMEPLATES 1 TO 1 SCALE DETAIL OF EACH NAMEPLATE
SP-100	3.12-A	WELDER QUALIFICATIONS
SP-100	3.12-A	WELDING PROCEDURES
SP-100	3.12-A	WELDER QUALIFICATION TEST

Spec. Section Number	Spec Paragraph Number	Submittal Description
SP-100	GENERIC REQUIREMENT	PERMANENT BLACK MARKER
SP-100	GENERIC REQUIREMENT	SELF-ADHESIVE CLEAR PRINTED LABELS W/ BLACK TYPED LETTERS
SP-105	1.2-A	VERIFICATION OF EXISTING CONDITIONS (SD-21)
SP-105	1.2-D	INSULATION RESISTANCE TESTS ON EXISTING CIRCUITS TO BE MODIFIED BY CONTRACTOR
SP-105	1.8-A	DEMOLITION TASK PLAN
SP-105	1.8-B	EXISTING CABLE PROTECTION PLAN
SP-105	2.4-B	IDENTIFICATION TAGS FOR SALVAGEABLE ITEMS
SP-109S-16990	IV-1	PROPOSALS FOR PURCHASE OF PRODUCTS OR SYSTEMS INCLUDED IN ALLOWNACES
SP-109S-16990	IV-2	INVOICES OR DELIVERY SLIP FOR PROVIDED SERVICES OR MATERLIALS FOR USE IN FULFILMENT OF EACH ALLOWNACE.
L-101	2.2	BEACON FIXTURE
L-101	REQUIREMENT	BEACON TOWER POLE AND ANCHORS
L-101	REQUIREMENT	REINFORCING STEEL
L-101	REQUIREMENT	CONCRETE MIX DESIGNS
L-101	REQUIREMENT	DRILLED SHAFT INSTALLATION PLAN
L-101	2.4	PANEL BOARDS AND BREAKERS
L-101	2.8	BEACON PAINT
L-101	3.14	TESTING
L-103	2.4	PAINT FOR BEACON TOWER
L-108	2.1-D	ALL MATERIALS AND EQUIPMENT USED TO CONSTRUCT THIS ITEM SHALL BE SUBMITTED TO THE ENGINEER
L-108	2.1-F	WARRANTY
L-108	2.2	THWN-2 CABLE
L-108	2.2	L-824 SECONDARY CONDUCTORS, EXTENSION CORDS, ETC.
L-108	2.2	CERTIFIED COPY OF FACTORY TEST REPORTS FOR ALL CABLE PROVIDED
L-108	2.3	#2 AWG SOLID COPPER COUNTERPOISE
L-108	2.3	3/4” DIAMETER BY 10’ LONG COPPER CLAD STEEL SECTIONAL GROUND ROD
L-108	2.3	GROUND ROD COUPLINGS
L-108	2.3	GROUND ROD DRIVING STUDS

Spec. Section Number	Spec Paragraph Number	Submittal Description
L-108	2.3	GROUNDING CONDUCTORS FOR VOLTAGE CIRCUITS
L-108	2.4-A	CAST SPLICE INCLUDING BLOCKING COMPOUND, CONNECTORS, SPLICE AND CRIMPING TOOL
L-108	2.4-B	FIELD-ATTACHED PLUG-IN SPLICE
L-108	2.4-D	TAPED OR HEAT-SHRINKED SPLICE METHODS
L-108	2.4-D	LIST OF APPROVED CRIMP CONNECTORS AND CRIMPING TOOLS
L-108	2.4-D	COMPRESSION BUTT SPLICES INCLUDING MANUFACTURER'S INSTRUCTIONS
L-108	2.4-D	COMPRESSION LUGS INCLUDING MANUFACTURER'S INSTRUCTIONS
L-108	2.4-D	C-TAPS INCLUDING MANUFACTURER'S INSTRUCTIONS
L-108	2.4-D	COMPRESSION TOOLING, CALIBRATION CERTIFICATE, PROCEDURES AND MANUFACTURER’S RECOMMENDED PRACTICES
L-108	2.4-D	EXOTHERMIC CONNECTIONS INCLUDING ALL MOLDS, SHOTS AND MANUFACTURER'S INSTRUCTIONS
L-108	2.4-D	BASE CAN GROUND CLAMPS
L-108	2.5	AIRFIELD LIGHTING CABLE SPLICER QUALIFICATIONS
L-108	2.5	AIRFIELD LIGHTING CABLE SPLICING DEMONSTRATIONS
L-108	2.5	LIST OF APPROVED AIRFIELD LIGHTING CABLE SPLICERS AND ASSIGNED SPLICER IDENTIFICATION NUMBER.
L-108	2.5	EXOTHERMIC WELDER QUALIFICATIONS
L-108	2.5	SAMPLE EXOTHERMIC WELD DEMONSTRATIONS
L-108	2.5	LIST OF APPROVED EXOTHERMIC WELDERS.
L-108	2.5	ALL GROUNDING AND BONDING TOOLS AND EQUIPMENT
L-108	2.5	GROUNDING AND BONDING QUALIFICATIONS
L-108	2.5	SAMPLE CONNECTOR/LUG DEMONSTRATIONS
L-108	2.5	LIST OF APPROVED GROUNDING AND BONDING PERSONNEL
L-108	2.8	CABLE IDENTIFICATION TAGS AND TYRAP
L-108	2.8	CABLE ID TAG STAMPED SAMPLES
L-108	2.9	ALL ELECTRICAL TAPES
L-108	2.9	HEAT SHRINK TUBING
L-108	2.10	ELECTRICAL COATING
L-108	2.11	INSULATION RESISTANCE TESTS OF EXISTING CIRCUITS

Spec. Section Number	Spec Paragraph Number	Submittal Description
L-108	2.12	FIELD LIGHTING ARRESTOR ASSEMBLY CONNECTIONS
L-108	2.13	DETECTABLE WARNING TAPE
L-108	3.1	L-823 CONNECTORS INCLUDING MANUFACTURER'S INSTRUCTIONS
L-108	3.1	ADDITIONAL L-823 CONNECTORS TURNED OVER TO OWNER
L-108	3.2	PULL ROPE
L-108	3.2	MOISTURE-SEAL TAPE
L-108	3.2	CABLE PULLING LUBRICANT
L-108	3.2	CABLE PULLING TENSION VALUES
L-108	3.5-D	CABLE STRIPPING AND PENCILING TOOLS
L-108	3.9	EXOTHERMIC WELD PHOTOGRAPHIC LOG AND CD
L-108	3.9	EXOTHERMIC WELD MANUFACTURER'S INSPECTION / ACCEPTANCE CRITERIA
L-108	3.10-H	LIGHTING AND POWER CIRCUIT CONTINUOUS OPERATION TEST
L-108	3.10	COUNTERPOISE CONTINUITY TEST
L-108	4.3	GROUND ROD INSPECTION PITS
L-108	GENERIC REQUIREMENT	MECHANICAL LUGS AND TORQUING REQUIREMENTS
L-108	GENERIC REQUIREMENT	TORQUE WRENCH, CALIBRATION CERTIFICATE AND MANUFACTURER’S RECOMMENDED PRACTICES
L-108	GENERIC REQUIREMENT	WIRE NUTS
L-108	GENERIC REQUIREMENT	TERMINAL BLOCKS
L-108	GENERIC REQUIREMENT	SS WIRE MESH STRAIN RELIEF BASKETS FOR 5 KV CABLES
L-108	GENERIC REQUIREMENT	ELECTRICAL JOINT COMPOUND
L-110	2.1	SPECIFICATIONS AND DATA
L-110	2.2	RIGID GALVANIZED STEEL (RGS) CONDUIT
L-110	2.3-B	SCHEDULE 40 PVC CONDUIT (2",3",4")
L-110	2.3-B	SCHEDULE 40 PVC END BELLS, FITTINGS, TERMINATIONS, CLEANER AND SOLVENT CEMENT (2",3",4")
L-110	2.4	SPLIT CONDUIT (4")
L-110	2.5	CONDUIT SPACERS AND DUCT PLUGS

Spec. Section Number	Spec Paragraph Number	Submittal Description
L-110	2.7	PRECAST CONCRETE STRUCTURES
L-110	2.8	FLOWABLE BACKFILL
L-110	2.9	DETECTABLE MARKER TAPE
L-110	2.9	LONG RADIUS RGS BENDS
L-110	GENERIC REQUIREMENT	WEATHERPROOF CONDUIT HUBS
L-110	GENERIC REQUIREMENT	LOCKNUTS
L-110	GENERIC REQUIREMENT	GROUNDING BUSHINGS W/ INSULATED THROAT
L-110	GENERIC REQUIREMENT	BUSHINGS W/ INSULATED THROAT
L-110	GENERIC REQUIREMENT	CONDULETS, COVERS AND GASKETS
L-110	GENERIC REQUIREMENT	EXPANSION FITTINGS
L-110	GENERIC REQUIREMENT	CABLE RACKS, SUPPORTS, TIES AND STRAPS
L-110	GENERIC REQUIREMENT	CONDUIT THREAD COMPOUND
L-110	GENERIC REQUIREMENT	COLD GALVANIZING COMPOUND
L-110	GENERIC REQUIREMENT	ASPHALTUM PAINT
L-110	GENERIC REQUIREMENT	EXPANSION FITTINGS
SP-111	2.1-A	SUBMIT ALL MATERIALS, TEST EQUIPMENT, WRITTEN PROCEDURES, EQUIPMENT CALIBRATION CERTIFICATES FOR PERFORMING THE FOLLOWING TESTS:
SP-111	2.1-C	FIELD TEST PLAN
SP-111	2.3-A	QUALIFICATIONS OF TESTING PERSONNEL
SP-111	2.3-E	QUALIFICATIONS OF CALIBRATION LAB
SP-111	3.1	COUNTERPOISE TESTING
SP-111	3.1	EXOTHERMIC WELD TESTS
SP-111	3.2	GROUND ROD TESTING
SP-111	3.3	FIELD LIGHTNING ARRESTOR ASSEMBLY TESTING
SP-111	3.4	EXISTING AIRFIELD LIGHTING CIRCUIT INSULATION RESISTANCE TESTING

Spec. Section Number	Spec Paragraph Number	Submittal Description
SP-111	3.5	NEW AIRFIELD LIGHTING CIRCUIT CONTINUITY TESTING
SP-111	3.6	NEW AIRFIELD LIGHTING CIRCUIT INSULATION RESISTANCE TESTING
SP-111	3.7	CONCLUDING AIRFIELD LIGHTING CIRCUIT TESTS
SP-111	3.8	CONSTANT CURRENT REGULATOR CALIBRATION AND PERFORMANCE TEST PROCEDURE AND TEST EQUIPMENT
SP-111	3.9	FIXTURE WIRING SEQUENCE TESTING
SP-111	3.10	SHORT CIRCUIT/COORDINATION/DEVICE EVALUATION/ARC FLASH ANALYSIS
SP-111	GENERIC REQUIREMENT	TESTING REQUIRED BY EQUIPMENT MANUF.
SP-111	GENERIC REQUIREMENT	TORQUING OF ELECTRICAL TERMINATIONS
SP-111	GENERIC REQUIREMENT	TORQUING OF ANCHOR BOLTS

APPENDIX 1

"EXAMPLE OF COVER SHEET"

AIRPORT NAME

AIRPORT OWNER

PROJECT NAME

AIRPORT PROJECT NUMBER

AIP#

DOT#

AIRFIELD LIGHTING SYSTEM

OPERATION AND MAINTENANCE MANUAL

OWNER MANUAL #1

Note:

Submittal books and spline information similar.

END OF ITEM SP-106

ITEM SP-109S-16990 ALLOWANCES

I. RELATED DOCUMENTS

1. Drawings and general provisions of the Contract, including Contractual Conditions and other Specification Sections, apply to this Section.

II. SUMMARY

1. This Section includes administrative and procedural requirements governing allowances.

2. All applicable allowances are listed on the Bid Form and contained with the noted specification.

III. SELECTION AND PURCHASE

1. At the earliest practical date after award of the Contract, advise the Engineer of the date when the final selection and purchase of each product or system described by an allowance must be completed to avoid delaying the Work.

2. At the Engineer’s request, obtain proposals for each allowance item for use in making final selections. Include recommendations that are relevant to performing the Work.

3. Purchase products and systems selected by the Engineer from the designated supplier(s).

IV. SUBMITTALS

1. Submit proposals for purchase of products or systems included in allowances.

2. Submit invoices or delivery slips to show the actual services provided or quantities of materials delivered to the site for use in fulfillment of each allowance.

V. ALLOWANCES

1. Use the allowance only as directed for the Owner's purposes and only with the Engineer’s written permission that indicate amounts to be charged to the allowance.

2. The Contractor's related costs in support for the allowance items and for products and equipment ordered by the Owner under the allowance including delivery, installation, taxes, insurance, equipment rental, and similar costs shall be considered an incidental part of the Contractors support pay item.

3. Allowance pay items are direct pass through invoices from the specified vendor, to contractor(s) to Owner. The contractor is not allowed any mark up or profit on the allowance pay items. The selected vendor shall detail the scope and work performed on the invoices.

4. Change Orders authorizing use of funds from the allowance shall include Contractor's related costs but shall not include overhead and profit margins, which shall be included in the Contractor's Base Bid allowance support pay item.

VI. UNUSED ALLOWANCES

1. At Project close-out, credit all unused allowance monies to the Owner by Change Order.

VII. EXAMINATION

1. Examine products covered by an allowance promptly upon delivery for damage or defects. Report findings to Engineer in writing.

VIII. PREPARATION

1. Coordinate services, materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

END OF ITEM SP-109S-16990

ITEM SP-111 AIRFIELD ELECTRICAL INSTALLATION TESTING

DESCRIPTION

111-1.1 GENERAL:

a. This item shall consist of performing all tasks necessary to prove proper performance of electrical and airfield lighting systems. Airfield lighting systems include airfield signage systems, approach lighting systems and other associated NAVAIDS.

b. Drawings, general provisions and special provisions of the Contract Documents, including Contractual Conditions and Division 1 Specification sections apply to this Item.

c. This section describes the electrical quality control testing furnished by the Contractor. The Contractor shall provide all testing as required by this item, including retesting of failed items. All items furnished and/or installed by the Contractor shall be tested in accordance with this item.

d. The Contractor shall furnish all equipment, labor, supervision, transportation, materials and appliances necessary or required for testing the airport lighting systems before and after installation. The Contractor shall perform all tests in the presence of the Engineer. The Contractor shall demonstrate the electrical characteristics to the satisfaction of the Engineer. All costs for testing are incidental to the pay item for the respective item being tested.

e. Any system installation errors or discrepancies of installation not in conformance with the Contract Documents shall be corrected at no additional cost to the Owner. Equipment, cables and other components which do not satisfy the test requirements of this Item shall be removed and replaced with new equipment, cables and other components which do satisfy the requirements of this item with no additional cost to the Owner. Any necessary retesting shall be performed at no additional cost to the Owner.

f. There are no approved "repair" procedures for items that have failed testing other than complete replacement. The Contractor shall replace all items that may be damaged during testing at no additional cost to the Owner.

g. Weather information necessary to complete the testing forms may be obtained from the listed website http://www.faa.gov/air_traffic/weather/asos/ by double clicking on the respective state and airport ID.

EQUIPMENT AND MATERIALS

111-2.1 SUBMITTALS:

a. Materials and equipment covered by this item shall be subject to acceptance through manufacturer's certification of compliance with the applicable specification when requested by the Engineer. All equipment, materials, methods and record keeping procedures shall be submitted to the Engineer for review.

b. The submittal shall include a list of the proposed test and measurement equipment to be used, the test and measurement equipment serial number, the current calibration certificate for each piece of equipment and a written description of the proposed test. A copy of the test and measurement equipment manufacturer's recommended test procedure is acceptable as a written description of the proposed test.

c. Submit a proposed field test plan, 60 days prior to testing the installed system. No field test shall be performed until the test plan is approved. The test plan shall consist of complete field test procedures including tests to be performed, test equipment required, and tolerance limits. The Contractor shall submit a complete list of required tests and a proposed schedule and duration of the tests. The schedule shall be integrated with the overall project schedule. The Contractor shall update the testing schedule on a monthly basis for the duration of the project.

d. All test results shall be submitted in the Operation and Maintenance (O&M) Manual. See Item L-106 for submittal requirements.

e. The Engineer reserves the right to reject any and all equipment, materials or procedures, which, in the Engineer's opinion, does not meet the system design and the standards and codes, specified herein.

111-2.2 SAFETY:

a. Dangerous voltages are present during the system testing. The Contractor is solely responsible for the safety of all personnel involved in the testing activities and shall ensure that all testing areas are secured to prevent the entry of unqualified personnel.

b. Observe all safety instructions or precautions recommended by testing equipment manufacturer.

c. The Contractor shall perform a "Hazard/Risk Evaluation" of each test site and procedure. The Contractor shall provide a job briefing and install the necessary barriers and barricades at the respective approach boundaries prior to starting the testing.

d. The Contractor shall provide and use safety devices such as rubber gloves, protective barriers, and danger signs to protect and warn personnel in the test vicinity. The Contractor shall replace any device or equipment which is damaged due to improper test procedures or handling.

e. In addition to compliance with the Contractors safety program, the Contractor shall comply with the following documents/programs:

1.	OSHA, 29CFR1910	Occupational Safety and Health Standards
2.	OSHA 29CFR1926	Safety and Health regulations for Construction
3.	NFPA 70B	Recommended Practice for Electrical Equipment Maintenance
4.	NFPA 70E	Standard for Electrical Safety in the Workplace
5.	AC 150/5340-26	Maintenance of Airport Visual Aid Facilities
6.	Owner's safety program.	

111-2.3 QUALIFICATIONS:

a. Each person performing testing shall have a minimum of 5 years (2,000 hours per year) of successful testing experience either constructing or maintaining airfield lighting systems. At least 3 of these years of experience shall have occurred in the last 5 years on projects of comparable size and complexity. Person performing testing shall be certified as a "Qualified Person". The definition of a Qualified Person is defined in OSHA 1910.399 and NFPA 70E (Article 100 & 110.2(1)). The certification shall be signed by the Contractor's Electrical License qualifier. Equivalent experience and training may be considered by the Engineer. Person performing testing may substitute one year of education in qualified electrical curriculum for one-half year electrical experience for a maximum of 2,000 hours of the required 10,000 hours of experience. Records of person performing testing experience demonstrating compliance with these requirements shall be submitted to the Engineer for verification and review prior to starting work. Experience records shall include contact information for references (name, title and phone number) from airports where the proposed person performing testing has completed the required electrical experience. Work shall not start prior to approval of the person performing testing, unless under the direct supervision of the Contractor's Electrical License qualifier.

b. The person performing the tests shall be a "qualified person" as defined in NFPA 70E and OSHA 29 CFR 1926.32(l).

c. The person performing the tests shall be thoroughly familiar with the test equipment used in the test performed and shall be sufficiently experienced to detect equipment abnormalities or questionable data obtained during the test procedure.

d. Each piece of test and measurement equipment utilized to demonstrate compliance with the Contract Documents shall be calibrated. The level of calibration shall be *"NIST traceable, Z540 Calibration with Data*". The test and measurement equipment calibration shall be valid for one year. At any time, the Engineer may require the Contractor to have a piece of test and measurement equipment recalibrated. Should the Engineer have any reason to doubt the accuracy of a piece of test and measurement equipment, even within current calibration, the test and measurement equipment shall be removed from the project. The Engineer shall determine which tests shall be redone due to the malfunctioning equipment.

e. The test and measurement equipment calibration lab as a minimum shall meet the requirements of ANSI/NCSL Z-540 and shall be A2LA accredited.

111-2.4 TESTING COORDINATION:

a. After installation of all required components and before final acceptance, in accordance with project phasing and schedule make required tests to determine proper function of all circuits.

b. Ten days prior to any testing the Contractor shall notify the Engineer of the need to perform testing. A mutually agreed upon time and date for each test will be set. All requirements under this item shall be coordinated with the Engineer.

c. The Contractor shall perform the necessary inspection and tests for some items concurrently with the installation because of subsequent inaccessibility of some components.

d. The Contractor shall ensure that all test and measurement equipment, accessories and qualified personnel are available prior to scheduling tests.

e. Forty-eight (48) hours prior to each test the Contractor shall send the Engineer a written confirmation that the scheduled test will occur at the proposed date and time. Any rescheduling of the test shall be coordinated with the Engineer.

f. The Engineer shall be provided reasonable opportunity to observe all tests. Testing shall not proceed until the Engineer or designated representative is present to observe the testing, or until the Engineer has provided written instruction to proceed with the testing in the Engineer's absence.

g. All test results shall be recorded by the Contractor and witnessed by the Engineer. Test results shall be submitted in the O&M Manuals in accordance with Item L-106.

111-2.5 TEST AND MEASUREMENT EQUIPMENT:

a. Electrical test and measurement equipment shall be an off the shelf item, not a one of a kind prototype. The test and measurement equipment shall be manufactured by a firm regularly engaged in the manufacture of precision electrical test and measurement equipment for the industrial, commercial and utility marketplace. Typical accuracy for test equipment shall be ± 2% of instrument reading and shall be TRUE RMS.

b. The Engineer shall confirm that the test and measurement equipment proposed for use by the Contractor is suitable for the intended use. The Engineer shall have sole discretion to determine if the test and measurement equipment is suitable for the intended use.

c. The ground point for the cable test equipment shall be the vault ground bus. The vault ground bus, vault ground system, airport ground grid and counterpoise system shall be complete prior to cable testing.

PART 3 – CONSTRUCTION METHODS

111-3.1 COUNTERPOISE TESTING:

a. Continuity of counterpoise system shall be checked by visual inspection as construction progresses, prior to work being covered up.

b. Verification of counterpoise system continuity shall be checked by visual inspection at accessible locations during normal inspections.

c. Verification of counterpoise system continuity to the vault grounding system shall be tested with a micro-ohmmeter. Micro-Ohmmeter shall be Megger Ductor DLRO-10 or accepted equivalent. Resistance readings shall be corrected to standard temperature.

d. Should the counterpoise or ground grid conductors be damaged or are suspected to be damaged by construction activities (in the opinion of the Engineer) the Contractor shall test the conductors for continuity with a micro-ohmmeter. The conductors shall be isolated such that there is no parallel path. Alternatively, the Contractor may conduct tests and through mathematical computations prove the continuity of the conductors.

e. Investigate unsatisfactory results and make necessary corrections or replacements as required by the Contract Documents.

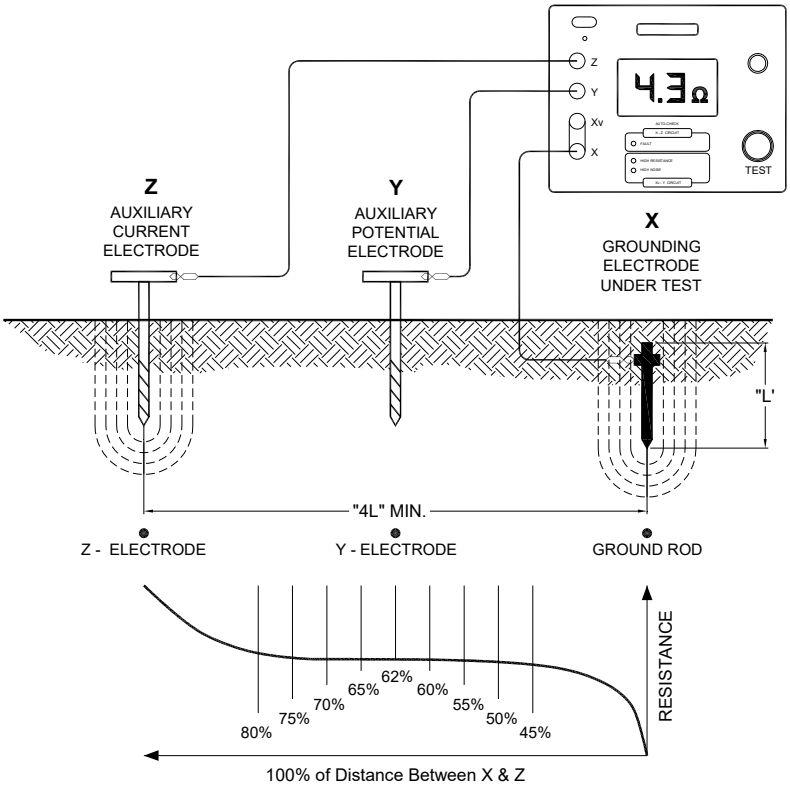
f. Record test results on the record drawing set indicating point to point readings.

111-3.2 GROUND ROD TESTING:

a. Contractor shall provide equipment and personnel to measure the resistance to earth of each ground rod installed. Earth resistance measurement tests shall adhere to recommendations of IEEE Standard 142, latest edition.

b. Earth resistance measurements shall be made in normally dry conditions not less than 48 hours after the last rainfall.

c. Initially the Contractor shall test each ground rod in accordance with the following instructions. The horizontal distance between the Ground Electrode Under Test (Electrode **X**) and the Auxiliary Current Electrode (Electrode **Z**) shall be 4 times the depth (length) of the ground electrode under test.



d. The three electrodes shall be installed in a straight line in a direction away from other underground metallic items. The test leads shall be separated.

e. The first test shall be conducted with the Auxiliary Potential Electrode (Electrode **Y**) at 45% of the distance between the **X** and **Z** electrodes. The earth resistance shall be measured and recorded at the 45% position. The **Y** electrode will then be moved 5% closer to the **Z** electrode to the 50% position and the earth resistance shall be measured and recorded. The previous steps will

be repeated at 5% distance intervals through the 80% position. Graph the resultant points on the form provided at the end of this item.

f. The above test method shall be utilized at each new ground rod installation until otherwise determined by the Engineer. The Engineer will use the acquired data to establish a revised distance ratio between the **X** and **Z** electrode.

g. Once the new electrode distance ratio is set by the Engineer, the Contractor may perform the tests with a single test position for electrode **Y**.

h. Earth resistance tests shall be performed as each ground rod is installed. Earth resistance tests shall be conducted prior to the connection of any grounded, grounding or counterpoise conductors. Ground rods not in compliance with the not to exceed maximum earth resistance shall have an additional 10' section(s) added until the required earth resistance is achieved.

i. Should the Contractor install 100 feet of sectional ground rod (ten rods) at a single location and not achieve the required earth resistance, the Contractor shall stop installing rods at this specific location and contact the Engineer for resolution.

111-3.3 NEW AIRFIELD LIGHTING CIRCUIT CONTINUITY TESTING:

a. After new cable installation and before the operating test or connection to an existing system, the airfield lighting series circuit cable system shall be given a circuit internal resistance (continuity) test.

b. This test shall be conducted at the proposed point of connection to the beacon and shall be used to prove continuity of the entire circuit. The Contract Documents shall be reviewed to confirm proper circuit routing, connection and installation of necessary components prior to testing.

c. Observe required safety precautions.

d. The circuit's internal resistance (continuity) test shall be performed using an ohmmeter with sufficient output to measure the circuit's internal resistance. The expected internal circuit resistance should be between 20 ohms and 70 ohms.

e. Investigate unsatisfactory results and make necessary corrections or replacements as required by the Contract Documents.

f. Upon successful completion of circuit's internal resistance (continuity) test, record the measured circuits internal resistance on the cable test form included at the end of this item.

111-3.4 NEW AIRFIELD LIGHTING CIRCUIT INSULATION RESISTANCE TESTING:

a. Upon successful completion of the airfield lighting circuit's internal resistance (continuity) test perform an airfield lighting circuit insulation resistance test.

b. In addition to successfully completing the airfield lighting circuit internal resistance (continuity) test, all prerequisite conditions required prior to performing the airfield lighting circuit internal resistance (continuity) test shall be performed prior to starting the airfield lighting circuit insulation resistance test.

c. Airfield lighting circuit insulation resistance tests shall be made in normally dry conditions not less than 48 hours after the last rainfall.

d. The airfield lighting circuit insulation resistance test shall be performed with a megohmmeter providing a test voltage of 1,000 volts DC. The output of the megohmmeter shall be direct reading in megohms and shall have an upper range limit in excess of 10 gigohms.

e. Observe required safety precautions.

f. Ground all other conductors within the conduits or ducts containing the conductor under test.

g. Connect the test instrument in accordance with the manufacturer's recommendations. The insulation resistance test shall be conducted for ten (10) minutes). Record data at the required intervals on the form provided at the end of this Item. The insulation resistance measurement results shall be corrected to 20^0 Centigrade (68^0 Fahrenheit).

h. The expected insulation resistance for the completed circuit should be in excess of 500 megohms.

i. Investigate unsatisfactory results and make necessary corrections or replacements as required by the Contract Documents.

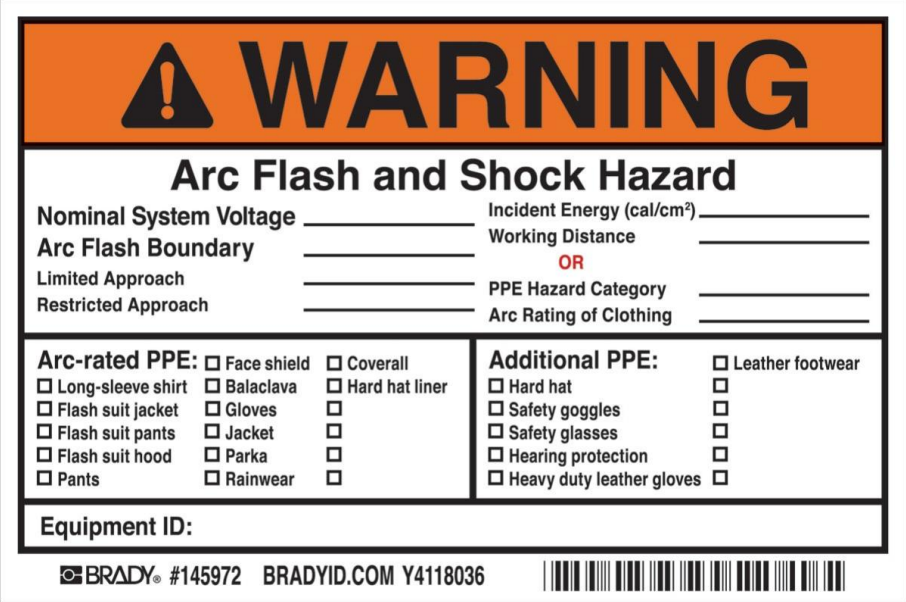
j. Upon successful completion of circuit's insulation resistance test, record the measured circuits internal resistance on the cable test form included at the end of this item.

111-3.5 SHORT CIRCUIT / COORDINATION / DEVICE EVALUATION / ARC FLASH ANALYSIS:

a. A Short Circuit, Coordination, Device Evaluation and Arc Flash analysis shall consist of the tasks listed below:

1. This analysis will include: One Line Diagrams, Short Circuit Analysis, Coordination Analysis and Arc Flash Analysis and labels.

2. The selected firm's field service engineer will perform data gathering for analysis completion and device settings, perform device setting as recommended by the analysis and will provide Arc Flash labels with the Arc Flash Analysis. The components worst case value will be considered the available arc flash energy at that point in the system. The Arc Flash Labels will be similar to the example below. The Contractor shall install the new Arc Flash labels and remove all old Arc Flash labels being updated.



ARC FLASH HAZARD LABEL

3. This work will NOT include analysis of any future equipment, or repair or replacement of any electrical equipment found to be damaged or broken.
4. Seven copies of the written analysis and drawings shall be provided at the conclusion of the project. Two copies shall be assigned to the Owner, one copy assigned to the Engineer and one copy shall be inserted in each O&M Manual

b. Two possible vendors/firms to perform the analysis are:

1. Eaton Electrical Services and Systems, Wayne Thompson, 863-287-3985, waynethompson@eaton.com
2. Easy Power, ESA Incorporated, (503) 655-5059 (ask for Engineering Services) services@EasyPower.com or http://www.easypower.com/services/engineering.php

Additional firms may be determined as an accepted equivalent to the firms listed above.

PART 4 – METHOD OF MEASUREMENT

111-4.1 METHOD OF MEASUREMENT:

a. With the exception of the Short Circuit/Coordination/Device Evaluation/Arc Flash Analysis, the items described in this section are incidental to other items and shall not be measured for payment.

PART 5 – BASIS OF PAYMENT

111-5.1 BASIS OF PAYMENT:

a. No direct payment shall be made for the work described in this item, except for the Short Circuit/Coordination/Device Evaluation/Arc Flash Analysis. The work described in this item is incidental to other pay items and shall be paid for in the respective bid item of which it is a component part.

Payment will be made under:

Item SP-111-1	Short Circuit/ Coordination/Device Evaluation /Arc Flash Analysis	- per Each (EA)

END OF ITEM SP-111

Earth Resistance Test

Instrument Mfg. _____ Test Date _____

Model _____ Operator Name _____

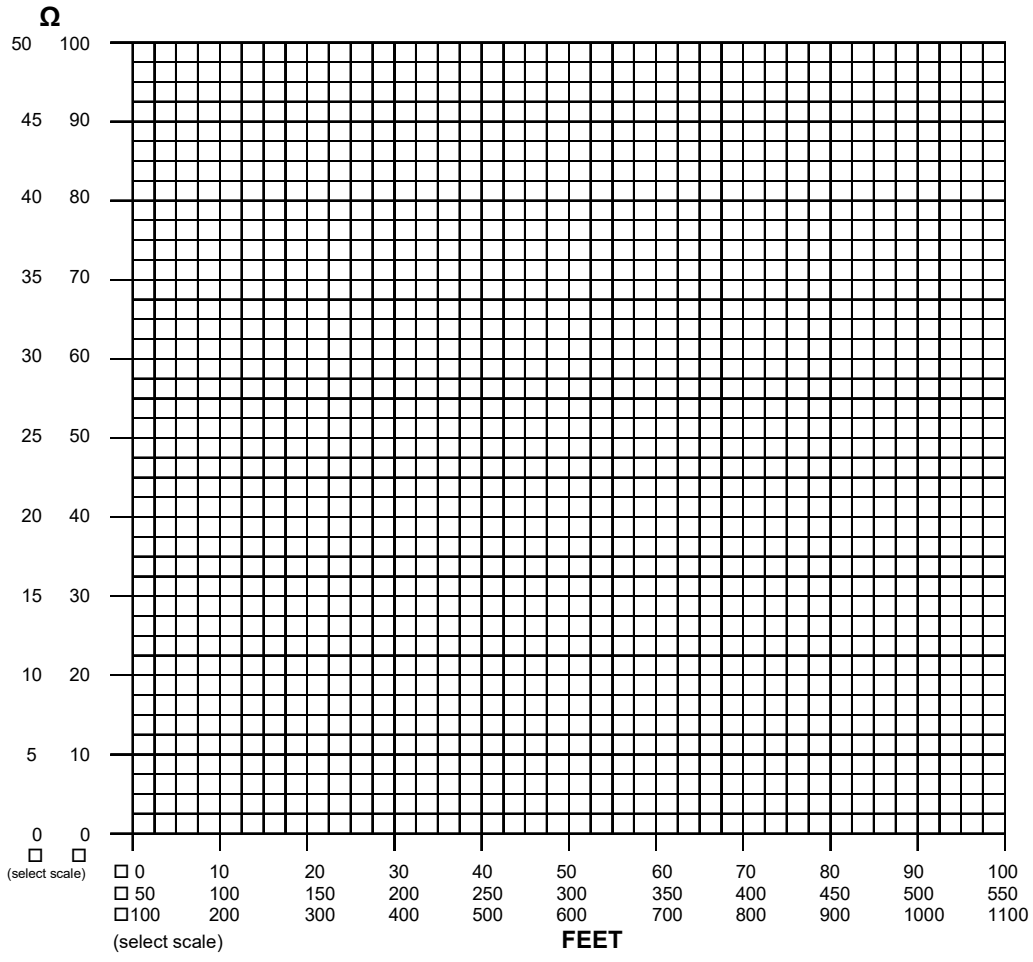
Serial Number _____ Test Location _____

Test Conditions				
Soil Condition:	☐ Moist	☐ Dry	Temperature _____ °F °C	
Soil Type: (choose one)	☐ Clay	☐ Limestone	☐ Sand & Gravel	
	☐ Granite	☐ Shale	☐ Sandstone	
	☐ Loam	☐ Slate	☐ Other _____	

Weather Conditions
Relative Humidity: _____
Precipitation Accumulation: _____
Sky Conditions: _____

Grounding System
☐ Single Rod
Rod Depth _____ft

%	Voltage Electrode (Y) distance from Ground rod under test (X) FEET	Measured Resistance OHMS
100	_____	_____
90	_____	_____
80	_____	_____
70	_____	_____
60	_____	_____
50	_____	_____
40	_____	_____
30	_____	_____
20	_____	_____
10	_____	_____
0	_____	_____



Comments: _____

_____

_____

Airfield Lighting Circuit Continuity and Insulation Resistance Testing

Date: _____ Start Time: _____ / Stop Time _____

Circuit Designation: _____ Circuit Description _____ Circuit Length _____

Circuit Operating Voltage _____ Circuit Isolation Transformers Qty/Size: _____

Hazard Risk Evaluation Performed? Yes No Ambient Temperature: _____ Relative Humidity: _____

Sky Conditions.: _____ Rain last 48hrs: _____

Test Equipment: Manufacturer _____ Model # _____ Serial# _____ Upper Range Limit: _____

Associated Equipment included in test: _____

Circuit Continuity: _____ Test Voltage: _____ Cable Manufacturer: _____

Tested by: _____ Witness: _____

Minutes	0.25	0.5	1.0	2.0	3.0	4.0	5.0	6.0	7.0	8.0	9.0	10.0
Reading												
Correction												

Megohms: Infinity, 10,000, 5,000, 3,000, 2,000, 1,000, 800, 600, 400, 300, 200, 150, 100, 80, 60, 40, 30, 20, 15, 10, 6, 4, 2, 1, 0.6, 0.2, 0.1, 0.06, 0.02, Zero

Comments: _____

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126 S. 7th Avenue
Wauchula, FL 33873

Phone (863) 773-3535
Fax (863) 773-0773

July 6, 2026

City of Wauchula
City Commission
126 S. 7th Avenue
Wauchula, FL 33873

Dear City Commissioner:

The Commission recently approved Request for Proposal (RFP) 2026-01 for CDBG-DR Infrastructure Repair Program (IRP) Grant Administration Services. The RF was subsequently advertised in the Tampa Bay Times, Lakeland Ledger, DemandStar, and posted on the City website. The City received seven (7) proposals. The proposers and their respective bid amounts are as follows:

- Cornerstone Community Partners: $107,300.00
- Insight: $248,450.00
- Fred Fox Enterprises, Inc: $142,500.00
- Angie Brewer & Associates: $107,260.00
- MFJ Grant Strategies: $125,000.00
- Ecostrata: $119,016.00
- Eisner Amper: $147,030.00

A selection committee comprised of the following City staff met on June 26, 2026, to review the proposals:

- Olivia Minshew, City Manager
- John Eason, Deputy, City Manager
- Stephanie Camacho, City Clerk
- Ward Grims, Director of Project Management and Procurement
- Todd McKinnish, Water/Wastewater Supervisor

Staff's recommendation is to award the Master Consulting Agreement (MCA) to Angie Brewer & Associates. The individual staff ranking sheets, as well as the overall bid tabulation sheet, is attached for your review.

Respectfully,

John M. Eason
Deputy City Manager

CITY OF WAUCHULA
RFP 26-01 Grant Administration Services (Project MS015)
Bid Tabulation Sheet

Proposer / Firm Name	Minshew	Eason	Todd	Ward	Stephanie	Score (Max 100 Points)
Cornerstone Community Partners	75	72	74	85	90	396
Insight	70	72	56	82	85	365
Fred Fox Enterprises, Inc.	89	92	69	93	95	438
Angie Brewer	93	93	78	98	100	462
MFJ Grant Strategies	41	44	54	48	60	247
Ecostrata	32	81	65	90	95	363
Eisner Amper	59	88	64	91	95	397

CITY OF WAUCHULA
RFP 26-01 Grand Administration Services (Project MS015)
Official Evaluation & Ranking Sheet (Total = 100 Points)

Proposer / Firm Name	Firm Information & Experience (Max 20 Points)	Staff Qualifications & Capabilities (Max 20 Points)	Proposed Approach & Project Management Style (Max 20 Points)	Fee Schedule (Max 5 Points)	Experience (Max 20 Points)	References (Max 15 Points)	Total Score (Max 100 Points)
Cornerstone Community Partners	15	15	10	20	10	20	90
Insight	5	20	15	5	20	20	85
Fred Fox Enterprises, Inc.	10	20	15	10	20	20	95
Angie Brewer	20	20	20	20	20	20	100
MFJ Grant Strategies	5	5	5	15	10	20	60
Ecostrata	10	15	15	15	20	20	95
Eisner Amper	15	10	20	10	10	20	95

Stephanie Camacho 6/2/6

CITY OF WAUCHULA

RFP 26-01 Grand Administration Services (Project MS015)

Official Evaluation & Ranking Sheet (Total = 100 Points)

Proposer / Firm Name	Firm Information & Experience (Max 20 Points)	Staff Qualifications & Capabilities (Max 20 Points)	Proposed Approach & Project Management Style (Max 20 Points)	Fee Schedule (Max 5 Points)	Experience (Max 20 Points)	References (Max 15 Points)	Total Score (Max 100 Points)
Cornerstone Community Partners	10	20	18	4	20	13	85
Insight	10	20	18	1	20	13	82
Fred Fox Enterprises, Inc.	20	20	18	2	20	13	93
Angie Brewer	20	20	20	5	20	13	98
MFJ Grant Strategies	10	10	10	3	10	5	48
Ecostrata	18	18	18	3	20	13	90
Eisner Amper	20	18	20	2	18	13	91

6/26/26



CITY OF WAUCHULA
RFP 26-01 Grand Administration Services (Project MS015)
Official Evaluation & Ranking Sheet (Total = 100 Points)

Proposer / Firm Name	Firm Information & Experience (Max 20 Points)	Staff Qualifications & Capabilities (Max 20 Points)	Proposed Approach & Project Management Style (Max 20 Points)	Fee Schedule (Max 5 Points)	Experience (Max 20 Points)	References (Max 15 Points)	Total Score (Max 100 Points)
Cornerstone Community Partners	4	18	15	4	18	13	72
Insight	8	17	16	2	17	12	72
Fred Fox Enterprises, Inc.	20	18	18	3	19	14	92
Angie Brewer	20	18	18	5	18	14	93
MFJ Grant Strategies	4	10	12	3	10	5	44
Ecostrata	16	16	16	3	17	13	81
Eisner Amper	20	17	18	3	16	14	88

6.26.26

CITY OF WAUCHULA							
RFP 26-01 Grand Administration Services (Project MS015)							
Official Evaluation & Ranking Sheet (Total = 100 Points)							
Proposer / Firm Name	Firm Information & Experience (Max 20 Points)	Staff Qualifications & Capabilities (Max 20 Points)	Proposed Approach & Project Management Style (Max 20 Points)	Fee Schedule (Max 5 Points)	Experience (Max 20 Points)	References (Max 15 Points)	Total Score (Max 100 Points)
Cornerstone Community Partners	15	14	15	4	14	12	74
Insight	12	12	11	1	12	8	56
Fred Fox Enterprises, Inc.	15	14	13	1	14	12	69
Angie Brewer	16	14	17	1	15	12	78
MFJ Grant Strategies	10	10	12	2	12	8	54
Ecostrata	12	14	15	4	13	7	65
Eisner Amper	12	13	14	1	14	10	64

Todd R McKinnish 6-26-26

CITY OF WAUCHULA
RFP 26-01 Grand Administration Services (Project MS015)
Official Evaluation & Ranking Sheet (Total = 100 Points)

Proposer / Firm Name	Firm Information & Experience (Max 20 Points)	Staff Qualifications & Capabilities (Max 20 Points)	Proposed Approach & Project Management Style (Max 20 Points)	Fee Schedule (Max 5 Points)	Experience (Max 20 Points)	References (Max 15 Points)	Total Score (Max 100 Points)
Cornerstone Community Partners	15	15	9	4	17	15	75
Insight	20	15	14	1	9	11	70
Fred Fox Enterprises, Inc.	20	20	17	3	14	15	89
Angie Brewer	20	15	20	5	20	13	93
MFJ Grant Strategies	10	10	6	4	6	5	41
Ecostrata	10	5	3	4	3	7	32
Eisner Amper	20	5	11	3	11	9	59

Olivia Minshew
6/26/26

126 S. 7th Avenue
Wauchula, FL 33873

Phone (863) 773-3535
Fax (863) 773-0773

July 6, 2026

City of Wauchula
City Commission
126 S. 7th Avenue
Wauchula, FL 33873

Dear City Commissioner:

The Commission recently approved Request for Qualifications (RFQ) 26-01 for CDBG-DR Infrastructure Repair Program (IRP) Grant Administration Services. The RF was subsequently advertised in the Tampa Bay Times, Lakeland Ledger, DemandStar, and posted on the City website. The City received four (4) proposals. The proposers were as follows:

- Craig A. Smith, LLC
- DRMP
- Kimley-Horn
- DCCM

A selection committee comprised of the following City staff met on June 26, 2026, to review the proposals:

- Olivia Minshew, City Manager
- John Eason, Deputy, City Manager
- Stephanie Camacho, City Clerk
- Ward Grims, Director of Project Management and Procurement
- Todd McKinnish, Water/Wastewater Supervisor

Staff's recommendation is to award the Master Consulting Agreement (MCA) to DCCM. The individual staff ranking sheets, as well as the overall bid tabulation sheet, is attached for your review.

Respectfully,

John M. Eason
Deputy City Manager

CITY OF WAUCHULA
RFQ 26-01 Professional Engineering (Project MS015)
Bid Tabulation Sheet

Proposer / Firm Name	Minshew	Eason	Todd	Ward	Stephanie	Score (Max 100 Points)
Craig A. Smith & Associates, LLC	87	80	89	95	75	426
DRMP	80	84	76	91	55	386
Kimley-Horn	93	92	92	98	90	465
DCCM	91	94	95	96	100	476

CITY OF WAUCHULA

RFQ 26-01 Professional Engineering (Project MS015)

Official Evaluation & Ranking Sheet (Total = 100 Points)

Proposer / Firm Name	Firm Information & Experience (Max 20 Points)	Staff Qualifications (Max 20 Points)	Proposed Approach & Project Management Style (Max 20 Points)	Experience (Max 20 Points)	References (Max 20 Points)	Score (Max 100 Points)
Craig A. Smith & Associates, LLC	16	16	16	15	17	80
DRMP	18	17	17	16	16	84
Kimley-Horn	20	18	18	18	18	92
DCCM (formerly Chastain Skillman)	20	20	18	18	18	94



CITY OF WAUCHULA
RFQ 26-01 Professional Engineering (Project MS015)
Official Evaluation & Ranking Sheet (Total = 100 Points)

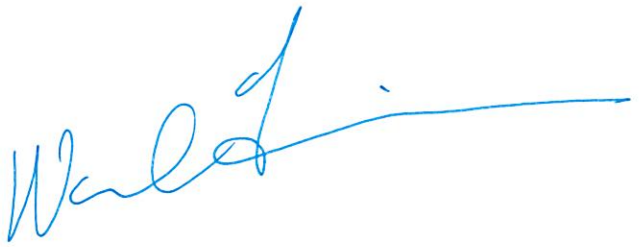
Proposer / Firm Name	Firm Information & Experience (Max 20 Points)	Staff Qualifications (Max 20 Points)	Proposed Approach & Project Management Style (Max 20 Points)	Experience (Max 20 Points)	References (Max 20 Points)	Score (Max 100 Points)
Craig A. Smith & Associates, LLC	10	20	10	20	15	75
DRMP	10	10	15	10	10	55
Kimley-Horn	20	15	15	20	20	90
DCCM (formerly Chastain Skillman)	20	20	20	20	20	100

Stephanie Amacho 6/26

CITY OF WAUCHULA
RFQ 26-01 Professional Engineering (Project MS015)
Official Evaluation & Ranking Sheet (Total = 100 Points)

Proposer / Firm Name	Firm Information & Experience (Max 20 Points)	Staff Qualifications (Max 20 Points)	Proposed Approach & Project Management Style (Max 20 Points)	Experience (Max 20 Points)	References (Max 20 Points)	Score (Max 100 Points)
Craig A. Smith & Associates, LLC	20	20	15	20	20	95
DRMP	20	20	18	18	15	91
Kimley-Horn	20	20	20	18	20	98
DCCM (formerly Chastain Skillman)	20	20	20	18	18	96

6/26/26



CITY OF WAUCHULA							
RFQ 26-01 Professional Engineering (Project MS015)							
Official Evaluation & Ranking Sheet (Total = 100 Points)							
CITY OF WAUCHULA							
Proposer / Firm Name	**Firm Information & Experience (Max 20 Points)**	**Staff Qualifications (Max 20 Points)**	**Proposed Approach & Project Management Style (Max 20**	**Experience (Max 20 Points)**	**References (Max 20 Points)**	**Score (Max 100 Points)**	
Craig A. Smith & Associates, LLC	17	18	18	18	18	89	
DRMP	15	16	14	14	17	76	
Kimley-Horn	18	18	19	19	18	92	
DCCM (formerly Chastain Skillman)	19	19	19	20	18	95	

Todd R McKinnon 6-26-26

CITY OF WAUCHULA
RFQ 26-01 Professional Engineering (Project MS015)
Official Evaluation & Ranking Sheet (Total = 100 Points)

Proposer / Firm Name	Firm Information & Experience (Max 20 Points)	Staff Qualifications (Max 20 Points)	Proposed Approach & Project Management Style (Max 20 Points)	Experience (Max 20 Points)	References (Max 20 Points)	Score (Max 100 Points)
Craig A. Smith & Associates, LLC	13	20	16	19	19	87
DRMP	14	15	18	16	17	80
Kimley-Horn	20	15	18	20	20	93
DCCM (formerly Chastain Skillman)	20	12	20	19	20	91

Olivia Minshew
6/26/26

CITY COMMISSION AND CRA BOARD WORKSHOP MINUTES

Monday, June 01, 2026 at 5:00 PM

Historic City Hall, Commission Chambers – 225 East Main Street, Suite 105

www.cityofwauchula.gov

INVOCATION

PLEDGE OF ALLEGIANCE

CALL TO ORDER

Nadaskay called the workshop to order at 5:00 pm.

ROLL CALL

PRESENT
Commissioner Anne Miller
Mayor Pro Tem Russell Smith
Mayor Keith Nadaskay
Commissioner Sherri Albritton
Commissioner Gary Smith

STAFF PRESENT
City Manager Olivia Minshew
Deputy City Manager John Eason
Assistant City Manager Sandee Braxton
City Clerk Stephanie Camacho
Code Enforcement Officer Raina Bergens
CRA Director Jessica Newman
Community Development Director Kyle Long
Director of Project Management and Procurement Ward Grimes
Chief of Police Ron Curtis

OPEN COMMISSION WORKSHOP

Nadaskay opened the City Commission workshop.

1. WPD Swearing In - Officer Maria Quinones

   Curtis introduced Officer Maria Quinones and swore her in to office.

2. Code Enforcement Updates

   Bergens reviewed the open and closed code enforcement cases since the last update.

3. Discussion re Flooring at the Depot

   Kaylee Webb - Hardee County Chamber of Commerce

   Webb addressed the Commission and presented a flooring concept, modified from May's meeting. A representative from the flooring company was present to answer

questions. He stated the new concept was a concrete overlay and had a variety of color options. Webb explained the safety issues with the current floor and stated this new floor would eliminate those concerns.

The Commission request Long present the concept to the Historic Preservation Board at their 6/22/26 meeting to get their recommendation and bring the item back at the July workshop.

4. Ordinance 2026-10 PUD for Sheriff's Office Complex & Detention Facility

   Marisa Barmby - Central Florida Regional Planning Council
   Barmby presented the staff report for the zoning request from the Hardee County BOCC. The request was to zone the property as Planned Unit Development (PUD) and Agriculture (AG). Barmby reviewed the applicant's master development plan, noting the concept was only a draft due to timeline constraints and changes were expected to be made.

   Bo Conerly - Kimley Horn
   Conerly answered questions from the Commission.

   Barmby stated the Planning & Zoning Board would hear the ordinance at their 6/15/26 meeting and confirmed changes to the master development plan could be made between first and second reading.

   Mark Gilliard - 932 Heardbridge Rd
   Gilliard addressed the Commission and asked them to consider the buffer between the detention facility and the residential area on Heardbridge Rd. He also asked for consideration on potential drainage issues and dumpster locations.

5. RFI 26-01 Potential Sites for Senior Center

   Long addressed the Commission, explaining the grant funds received and the constraints with the current location. He stated staff felt it would be best to look for a different location. Long presented the document and reviewed the criteria proposed by staff.

6. ITB 26-02 Award Recommendation

   Long presented the recommendation to award the bid to Excavation Point. Long pointed out that the engineer did note there were some insurance inconsistencies in the auto coverage however, after reviewing with the City attorney, it was determined the overall insurance limits would cover any potential issues.

7. Resolution 2026-12 Wauchula Deepwell Potable Water and Fire Safety Improvements

   Eason presented the resolution for the grant agreement with FDEP in the amount of $1,332,938.00.

8. Discussion re Red Light Cameras

   Curtis provided information to the Commission regarding the topic. Curtis stated the cost for these cameras is very expensive and shared some concerns regarding not being able to recoup enough fees to cover the rental of the equipment. Curtis stated there is a current traffic study being conducted to see if there may be a need however, a previous study did not support the program.

9. Discussion to Reserve July 6, 2026 at 4:00 pm for Budget Workshop

   Minshew requested to reserve the date and time for budget workshop and also advertise for a regular workshop if needed.

10. September Workshop Consideration - Labor Day

    The Commission preferred to cancel the regular workshop for September.

CITY ATTORNEY REPORTS

No report.

CITY MANAGER REPORT

Report given.

CITY COMMISSIONER REPORTS

No report.

CLOSE COMMISSION WORKSHOP

Nadaskay closed the City Commission workshop.

OPEN CRA WORKSHOP

Nadaskay opened the CRA workshop.

11. CRA RFP 26-02 Permanent Outdoor Sound System

    Newman presented the document to receive bids for the design and installation of a permanent outdoor sound system at the Heritage Park pavilion.

REMINDERS

ADJOURNMENT

With no further business to discuss, Nadaskay adjourned the workshop at 7:22 pm.

CITY COMMISSION AND CRA BOARD MEETING MINUTES

Monday, June 08, 2026 at 6:00 PM

Historic City Hall, Commission Chambers – 225 East Main Street, Suite 105

www.cityofwauchula.gov

INVOCATION

PLEDGE OF ALLEGIANCE

CALL TO ORDER

Mayor Nadaskay called meeting to order @ 6:01pm

ROLL CALL

PRESENT
Commissioner Anne Miller
Mayor Pro Tem Russell Smith
Mayor Keith Nadaskay
Commissioner Sherri Albritton
Commissioner Gary Smith

STAFF
Olivia Minshew, City Manager
John Eason, Deputy City Manager
Sandee Braxton, Finance Director-Assistant City Manager
Melodie D. Kincaid, Deputy City Clerk
Ward Grimes, Director of Project Management and Procurement
Jessica Newman, CRA Director
Kyle Long, Community Development Director
Mr. Braddock, Director of Support Services & Internal Auditing
Ron Curtis, City of Wauchula Chief of Police
Kristie Hatcher-Bolin, City Attorney

APPROVAL OF AGENDA

Motion made by Commissioner Smith, Seconded by Commissioner Miller.
Voting Yea: Commissioner Miller, Mayor Pro Tem Smith, Mayor Nadaskay, Commissioner Albritton, Commissioner Smith

MINUTES FOR APPROVAL

1. Minutes for 5/4/2026 Commission Workshop and 5/11/2026 Commission Meeting

   Recommended Action: Commission's Approval

   Motion made by Commissioner Miller, Seconded by Commissioner Smith.
   Voting Yea: Commissioner Miller, Mayor Pro Tem Smith, Mayor Nadaskay, Commissioner Albritton, Commissioner Smith

PUBLIC COMMENT / NON-AGENDA ITEMS

None at this time

PRESENTATIONS

2. Proposed Constitutional Amendment - Kathy Crawford, Hardee County Property Appraiser

   Kathy Crawford of Hardee County Property Appraiser
   presented Florida Legislature passes historic $250k increased from $50k property tax assessment
   Exemption - the Amendment Benefits were read

   Crawford discussed where the impacts will be, who qualifies, etc.
   She read the constitutional amendment that will take effect Jan 1, 2027

   The exemption applies to Non-school levies only, school board ad valorem taxes are not affected.

   There are 2 categories of "residents" - Longtime Florida Residents and New Florida residents

   Restrictions on the uses of Ad Valorem Tax, The amendement required cities and counties to use property tax revenue for these critical functions; Public Safety, Education, Infrastructure, Government Operations

   Small Businesses, limiting assessment increases, current law is 10%, new amendment assessment capped at 5% annually beginning Jan 1, 2027

   Measure will appear on the ballot Nov 2026

   Presented 2025 Taxable Value, Homestead Value/Non-Homestead Real Property and Tangible

   Crawford spoke on some standard Q & A's

ORDINANCES / PUBLIC HEARINGS

3. Ordinance 2026-10 PUD for Sheriff's Office Complex & Detention Facility - First Reading

   Recommended Action: Commission's Discretion

   Hatcher-Bolin read ordinance 2026-10 by title only.

   Marisa Barmby - Central Florida Regional Planning Council
   Barmby provided the staff report and reviewed the proposed master development plan.

   Lunz group provided answers to the boards concerns.

   Barmby reviewed the PUD conditions with the Commission and provided landscape standards and buffer requirements.

   Miller has concerns about landscaping and lighting
   Barmby went over Public Facilities and Service Analysis. to be reviewed and voted on

by Planning and Zoning Board Meeting Monday June 15, 2026

The following conditions were asked to be approved by the Commission:
Condition 4 – 50% recreation shall not be provided
Condition 6(C) - Eastern boundary Buffer Yard D, 30' wide with 8 tree and 12 shrubs per 100 Condition 7 – opaque fence shall be 12-20' tall and will allow razor wire
Condition 12 – Lighting will be minimized to the greatest extent possible to limit impacts on surround properties.

Motion made by Albritton to approve Ordinance 2026-10 on first reading with the above conditions. Motion seconded by Commissioner Smith.
Voting Yea: Commissioner Miller, Mayor Pro Tem Smith, Mayor Nadaskay, Commissioner Albritton, Commissioner Smith

Public Comments
Mark Gilliard - 932 Heard bridge Rd
Gilliard shared concerns specific about lighting and buffering.

Sheriff Crawford was present and shared his thoughts regarding this project.

RECESS COMMISSION MEETING – CONVENE GENERAL PENSION BOARD MEETING

GENERAL PENSION BOARD AGENDA

4. Approval of Minutes for 4/13/2026 General Pension Board Meeting

   Recommended Action: Board's Approval

   Motion made by Commissioner Albritton, Seconded by Commissioner Miller.
   Voting Yea: Commissioner Miller, Mayor Pro Tem Smith, Mayor Nadaskay, Commissioner Albritton, Commissioner Smith

5. Ordinance 2026-11 Cost of Living Adjustment for Retirees - First Reading

   Recommended Action: Board's Discretion

   Hatcher-Bolin read the ordinance by title only.

   Braxton explained the request to authorize a one-time 3% cost of living increase for eligible retirees.

   Motion made by Commissioner Smith, Seconded by Commissioner Albritton.

   Voting Yea: Commissioner Miller, Mayor Pro Tem Smith, Mayor Nadaskay, Commissioner Albritton, Commissioner Smith

6. Pension Quarterly Financial Update

   Recommended Action: Board's Approval

   Braxton presented the quarterly financial report.

   Motion made by Commissioner Smith, Seconded by Commissioner Albritton.
   Voting Yea: Commissioner Miller, Mayor Pro Tem Smith, Mayor Nadaskay, Commissioner Albritton, Commissioner Smith

7. Approve Expected Rate of Return of Pension Fund

   Recommended Action: Board's Approval

   Braxton addressed the Board and requested to keep the 6.75% expected rate of return.

   Motion made by Mayor Pro Tem Smith, Seconded by Commissioner Albritton.

Voting Yea: Commissioner Miller, Mayor Pro Tem Smith, Mayor Nadaskay, Commissioner Albritton, Commissioner Smith

8. Accept General Pension and OPEB Valuations

   Recommended Action: Board's Approval

   Braxton presented the report to the Board.

   Motion made by Commissioner Smith, Seconded by Commissioner Albritton.
   Voting Yea: Commissioner Miller, Mayor Pro Tem Smith, Mayor Nadaskay, Commissioner Albritton, Commissioner Smith

ADJOURN GENERAL PENSION BOARD MEETING – RECONVENE COMMISSION MEETING

9. Approval of General Pension Board Actions

   Recommended Action: Commission's Approval

   Motion made by Commissioner Albritton, Seconded by Commissioner Miller.
   Voting Yea: Commissioner Miller, Mayor Pro Tem Smith, Mayor Nadaskay, Commissioner Albritton, Commissioner Smith

CITY MANAGER / NON-CONSENT

10. Power Cost Adjustment

    Minshew presented the May power cost adjustment.

11. Consideration re Flooring at the Train Depot

    Recommended Action: Commission's Discretion

    Krystin Chapman, President of the Hardee County Chamber presented materials for the proposed flooring at the Wauchula Train Depot

    S. Albritton requested a vote to keep existing floor and fix what needs to be fixed.

    Motion to approve by R. Smith
    Second by G. Smith
    Likes the smooth image
    Nadaskay doesn't like what R. Smith and G. Smith agreed on

    Voting on smooth floor image
    A. Miller, no
    R. Smith, yes
    Nadadasky, no
    G. Smith, yes
    S. Albritton, no
    Did not pass

    S. Albritton made a motion to move this item to July and get more discussion from Historic Preservation Office
    Second - None

    A. Miller motioned to approve the image with clean surface with mild lines
    Second - None

    G. Smith made a motion to go with first image
    Second by R. Smith

    A. Miller, yes

R. Smith, yes
Nadaskay, no
S. Albritton, no
G. Smith, yes
The Board Agreed and passed on the first image

Nadaskay recessed the Commission meeting at 9:01pm

Nadaskay reconvened the Commission meeting at 9:10pm

12. Orange Data - Service Agreement for Lien Search

    Recommended Action: Commission's Discretion

    David Jones with Orange Data was present via Zoom
    O. Minshew presented the agreement that would allow a third-party company to perform lien search requests on behalf of the City.

    Motion made by Commissioner Albritton, Seconded by Commissioner Miller.
    Voting Yea: Commissioner Miller, Mayor Pro Tem Smith, Mayor Nadaskay, Commissioner Albritton, Commissioner Smith

13. ITB 26-01 Award Recommendation

    Recommended Action: Commission's Discretion

    J. Eason presented the recommendation to award for the Design/Build 10-Unit T-Hangers project to EO Koch Construction.

    Nadaskay declared a voting conflict.

    Motion made by Commissioner Albritton, Seconded by Mayor Pro Tem Smith.
    Voting Yea: Commissioner Miller, Mayor Pro Tem Smith, Commissioner Albritton, Commissioner Smith
    Voting Abstaining: Mayor Nadaskay

14. ITB 26-04 Southwest Area Elevated Tower and Water Line Project

    Recommended Action: Commission's Discretion

    J. Eason presented the bid documents for this project.

    Previous approval was to obtain the lease agreement that was agreed 25 yrs @ $10/yr for the first term.
    Council reviewed and made red line changes. The red-line changes are still incorporated in the document, because the consulting engineer has the original document to make those changes, updating the file then it will be ready to go out to bid They are holding because the lead engineer is currently not available, they want him to be present
    J. Eason requested board to approve the BID docs with red-lines changes as recommended by council and staff

    Motion made by Commissioner Smith, Seconded by Commissioner Miller.
    Voting Yea: Commissioner Miller, Mayor Pro Tem Smith, Mayor Nadaskay, Commissioner Albritton, Commissioner Smith

CONSENT AGENDA

15. RFI 26-01 Potential Sites for Senior Center
16. ITB 26-02 Award Recommendation

17. Resolution 2026-12 Wauchula Deepwell Potable Water and Fire Safety Improvements
18. Schedule the Budget Workshop for July 6, 2026 at 4:00 pm
19. Cancel September Workshop - Labor Day

    Recommended Action: Commission's Approval on Items 15-19

    Motion made by Commissioner Albritton, Seconded by Mayor Pro Tem Smith.
    Voting Yea: Commissioner Miller, Mayor Pro Tem Smith, Mayor Nadaskay, Commissioner Albritton, Commissioner Smith

CITY ATTORNEY REPORTS

None at this time

CITY MANAGER REPORT

Report given.

CITY COMMISSIONER REPORTS

None at this time

RECESS COMMISSION MEETING – CONVENE CRA BOARD MEETING

CRA AGENDA

20. Approval of Minutes for 5/4/2026 CRA Workshop, and 5/11/2026 CRA Meeting

    Recommended Action: Board's Approval

    Motion made by Commissioner Miller, Seconded by Commissioner Albritton.
    Voting Yea: Commissioner Miller, Mayor Pro Tem Smith, Mayor Nadaskay, Commissioner Albritton, Commissioner Smith

21. CRA RFQ 26-02 Construction Manager at Risk Services

    Recommended Action: Board's Discretion

    Newman presented the bid documents for the life safety phase of auditorium renovations.

    Motion made by Commissioner Albritton, Seconded by Commissioner Smith.
    Voting Yea: Commissioner Miller, Mayor Pro Tem Smith, Mayor Nadaskay, Commissioner Albritton, Commissioner Smith

22. CRA RFP 26-02 Permanent Outdoor Sound System

    Recommended Action: Board's Approval

    Motion made by Commissioner Albritton, Seconded by Mayor Pro Tem Smith.
    Voting Yea: Commissioner Miller, Mayor Pro Tem Smith, Mayor Nadaskay, Commissioner Albritton, Commissioner Smith

23. Acknowledgement of Using CRA Funds for Hogan St Extension Project (Up to $100,000.00)

    Recommended Action: Board's Approval

    Motion made by Commissioner Smith, Seconded by Mayor Pro Tem Smith.
    Voting Yea: Commissioner Miller, Mayor Pro Tem Smith, Mayor Nadaskay, Commissioner Albritton, Commissioner Smith

ADJOURN CRA BOARD MEETING – RECONVENE COMMISSION MEETING

24. Approval of CRA Board Actions

    Recommended Action: Commission's Approval

Motion made by Commissioner Miller, Seconded by Mayor Pro Tem Smith.
Voting Yea: Commissioner Miller, Mayor Pro Tem Smith, Mayor Nadaskay, Commissioner Albritton, Commissioner Smith

REMINDERS

ADJOURNMENT

With no further business to discuss, Nadaskay adjourned the meeting at 9:25 pm.

July 9, 2026

Wauchula Community Redevelopment Agency Board
126 S. 7th Avenue
Wauchula, FL 33873

Dear WCRA Board Director:

The Wauchula Community Redevelopment Agency issued a Request for Qualifications (RFP) for the Permanent Outdoor Sound System, as WCRA RFP 26-02. The RFP was advertised on DemandStar, Lakeland Ledger, City of Wauchula website, and CRA Facebook page.

One company responded with a submittal: Skyline Commercial Systems.

The submittal was evaluated and scored by WCRA and City staff according to criteria set forth in the RFP and included with this letter. The submittal was found be complete and in line with the RFP, receiving an average score of 88.66. Therefore, it is the recommendation of the WCRA staff to enter into a contract with Skyline Commercial Systems for the Permanent Outdoor Sound System.

Sincerely,

Jessica Newman
WCRA Director

EVALUATION CRITERIA

Scoring Matrix

Evaluation Criterion		Points
1. Vendor Qualifications and Experience	(Max Points 25)	20
2. Technical Approach and System Design	(Max Points 30)	26
3. Project Schedule and Ability to Complete by September 14, 2026 (Completion date was extended to a TBD date)	(Max Points 15)	15
4. Cost Proposal (Base Bid)	(Max Points 20)	16
5. Warranty and Post-Installation Support	(Max Points 10)	9
TOTAL	(Max Points 100)	86

Evaluator Signature

7/9/26
Date

EVALUATION CRITERIA

Scoring Matrix

Evaluation Criterion		Points
1. Vendor Qualifications and Experience	(Max Points 25)	20
2. Technical Approach and System Design	(Max Points 30)	25
3. Project Schedule and Ability to Complete by September 14, 2026 (Completion date was extended to a TBD date)	(Max Points 15)	15
4. Cost Proposal (Base Bid)	(Max Points 20)	20
5. Warranty and Post-Installation Support	(Max Points 10)	5
TOTAL	(Max Points 100)	85

Evaluator Signature

7/8/26
Date

EVALUATION CRITERIA

Scoring Matrix

Evaluation Criterion		Points
1. Vendor Qualifications and Experience	(Max Points 25)	20
2. Technical Approach and System Design	(Max Points 30)	~~20 + 5~~ 30
3. Project Schedule and Ability to Complete by September 14, 2026 (Completion date was extended to a TBD date)	(Max Points 15)	15
4. Cost Proposal (Base Bid)	(Max Points 20)	20
5. Warranty and Post-Installation Support	(Max Points 10)	10
TOTAL	(Max Points 100)	95

Evaluator Signature

7-9-26
Date