

FDOT FM No. 446304-1-94-01
FAA AIP No. 3-12-0004-019-2019
CITY OF AVON PARK BID No.19-06

AMHERST No. 18060.06

AVON PARK EXECUTIVE AIRPORT PROJECT CLOSEOUT REPORT

REALIGN AND EXTEND TAXIWAY F

DECEMBER 2020

PREPARED FOR:



PREPARED BY:



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SECTION 1

CONSTRUCTION CONTRACT TIME SUMMARY

CONSTRUCTION CONTRACT SUMMARY

for the Project
REALIGN AND EXTEND TAXIWAY F

at the
AVON PARK EXECUTIVE AIRPORT

FAA AIP 3-12-0004-019-2019
FDOT FM NO. 446304-1-94-01
CITY OF AVON PARK Bid NO. 19-06
AHC Number 17060.03

1. BID/CONTRACT AWARD SUMMARY

ORIGINAL CONTRACTED WORK

Date Bids Received:	8/14/2019
Number of Bids Received:	3
Number of Contracts Awarded:	1
Contract Awarded To:	Dickerson Florida, Inc.
Awarded Contract Amount:	\$1,265,218.25
Date Contract Signed:	11/13/2019

2. CHANGE ORDER SUMMARY

There were (2) change orders issued to Dickerson Florida.

- Change Order #1 addressed unforeseen conditions that required additional electrical work and materials.
 - o Conditions addressed in the Change Order included locations of circuits which conflicted with proposed circuits and electrical configurations which were not up to current codes and design standards.
- Change Order #2 documented the final quantities required to complete the project. An executed copy of Change Order #2 is included at the end of this section.

3. CONTRACT TIMES

Dickerson Florida was issued a Notice to Proceed on January 6, 2020 with an anticipated start date of January 8, 2020. The total Contract Time for work under this Contract was originally 112 Calendar Days as defined by the Phasing Plans to complete the project, with a 45-day period for project closeout. Under Change Order #1 an additional 7 calendar days were added bringing the total Contract Time to complete the project to 119 calendar days. Substantial Completion was attained on contract calendar day 159 (June 12, 2020).

SECTION 1

CONSTRUCTION CONTRACT

CONTRACT

FAA AIP No. 3-12-0004-019-2019
FDOT FM No. 446304-1-94-01
BID No. 19-06

THIS CONTRACT, made this 13th day of November A.D. of 2019, between the **CITY OF AVON PARK**, a municipality organized and existing in accordance with the laws of the State of Florida, hereinafter called "**OWNER**", the party of the first part, and Dickerson Florida, Inc. or his, its or their successors, executors, administrators, and assigns hereinafter called the "**CONTRACTOR**", the party of the second part:

WITNESSETH:

1. PURPOSE

That the said Contractor agrees with the said Owner, for the consideration herein mentioned, at his, its or their own proper cost and expense to do all the work and furnish all the materials, equipment, supplies, and labor necessary to carry out this Agreement in the manner and to the full extent as set forth in the proposal and the accompanying plans, specifications, addenda if any, and drawings, and they are as fully a part of the Contract as if hereto attached or herein repeated, and under security as set forth in the attached contract bond, and to the satisfaction of the fully authorized representatives of the Owner, who shall have at all times full opportunity to inspect the materials to be furnished and the work to be done under this Agreement.

2. GENERAL DESCRIPTION OF WORK

It is agreed that the work to be done under this Contract consists of "**REALIGN AND EXTEND TAXIWAY F AT THE AVON PARK EXECUTIVE AIRPORT**" as identified in the City of Avon Park Bid No. 19-06 and as shown in the bid documents prepared by Amherst Consulting Company, LLC dated July 2019 (also known as the "Project").

3. PROJECT MANAGERS

The Project Manager for the Owner is Mrs. Danielle Priest, Amherst Consulting Company, LLC; the Project Manager for the Contractor is

John Pluswick of Dickerson Florida, Inc.

The parties shall direct all matters arising in connection with the performance of this Contract, other than invoices and notices, to the attention of the Project and/or Construction Managers (the Managers) for attempted resolution or action. The Managers shall provide the latest contact information to one another prior to the Pre-Construction Conference. The Project Managers shall be responsible for overall coordination relating to the performance of the Contract.

4. CONTRACT DOCUMENTS

The Contract Documents for FAA AIP No. 3-12-0004-019-2019, FDOT FM No. 446304-1-94-01, and Bid No. 19-06, which comprise the Contract between the Owner and the Contractor, are attached hereto, made part hereof and consist of the following:

- A. This Contract, pages C-1 through C-11 inclusive.
- B. Contractor's Bid Bond, Page BB-1
- C. Contract Documents consisting of:
 - Invitation to Bid, pages INV-1 to INV-7 inclusive
 - Notice to Bidders, page N-1 inclusive
 - Bid Form, pages B-1 to B-4 inclusive
 - Bid Sheet & Bid Schedule, pages B-5 to B-11 inclusive
 - Instructions to Bidders, pages INS-1 to INS-10 inclusive
 - Bid Conditions - DBE, pages BC-1 to BC-6 inclusive
 - Prime Bidder's Qualifications, pages BF1-1 to BF1-2 inclusive
 - Equal Opportunity Report Statement, page BF2-1 inclusive
 - Certification of Non-Segregated Facilities, page BF3-1 inclusive
 - Schedule A - Information for Determining Disadvantaged Enterprise Eligibility, pages BF4-1 to BF4-5 inclusive (if necessary)
 - Schedule B - Information for Determining Joint Venture Eligibility, pages BF5-1 to BF5-4 inclusive (if necessary)
 - DBE Subcontractor Identification Affidavit, pages BF6-1 to BF6-2
 - Letter of Intent to Perform as a Subcontractor, page BF7-1 inclusive
 - Schedule of DBE Participation, page BF8-1
 - Disadvantaged Business Unavailability Certification, page BF9-1 (if necessary)
 - Statement of Assurance – OSHA Standards, page SA-1 inclusive
 - Non-Collusive Affidavit, page NCA-1 inclusive
 - Final Release Form, page FR-1 inclusive

Special Provisions SP1 to SP17 inclusive

General Provisions, Sections 10 through 110 inclusive

Technical Specifications, Sections P-102 through T-904 inclusive

- D. Addendum No. 1, inclusive.
- E. Insurance Certificates, which shall be provided by the Contractor, along with the return of this executed Contract.
- F. Public Construction Bond, which shall be provided by the Contractor, in a form acceptable to the Owner.
- G. Any modifications, including change orders, duly delivered after execution of this Contract.
- H. Construction Plans dated July 2019.
- I. FAA Grant Agreement Document AIP Grant Number 3-12-0004-019-2019; DUNS Number 024831232, "Rehabilitate Taxiway Foxtrot, Install Taxiway Foxtrot Lighting ("FAA Grant").
- J. Florida DOT Grant Agreement Document Contract Number G1C48; Avon Park Executive Airport Taxiway F Extension ("FDOT Grant").

5. PERFORMANCE GUARANTY

That the said Contractor guarantees to repair, replace or otherwise make good to the satisfaction of the Owner any defect in workmanship or material appearing in the work for a period of one year from the date of final acceptance; and further guarantees the successful performance of the work for the service intended. Neither inspection nor payment, including final payment, by the Owner shall relieve the Contractor from his or its obligations to do and complete the work in accordance with this Contract. If the Owner deems it inexpedient to require the Contractor to correct deficient or defective work, an equitable deduction from the contract price shall be made therefore or in the alternative, the Owner may sue for damages.

6. TIME OF PERFORMANCE

The Contractor shall begin work within ten (10) calendar days after the signing, execution and delivery of written Notice-to-Proceed, and shall guarantee completion of Construction in accordance with the provisions set forth in the contract documents.

Commencement of the work by the Contractor shall be deemed a waiver of this notice. The work shall be conducted in such a manner and with sufficient labor, materials, tools, and equipment necessary to complete the work within the time limit set forth in the Contract. Should the organization of the Contractor, or its management, or the manner of carrying on the work be manifestly incompetent, or inadequate to do the work specified within the stated time, then the Owner shall have the right to take charge of the work, finish it and provide the labor, materials and equipment necessary to complete the work as planned within the required time and to charge the cost of all such work against the Contractor and his, or its Surety shall be held responsible therefore.

The Contractor fully understands and agrees that the Owner shall not pay for any obligation or expenditure made by the Contractor prior to the effective date of this Contract, unless the Owner authorizes such payment in writing.

7. DELAY DAMAGES

It is mutually agreed between the parties hereto that time is of the essence of this Contract, and in the event the construction of the work is not completed within the time herein specified, it is agreed that from the compensation otherwise to be paid to the Contractor, the Owner may retain the sum of (see Special Provision No. 5) per calendar day for each day thereafter, Sundays and holidays excluded. It is understood and agreed by both parties that these damages represent the actual damages which the Owner will have sustained per calendar day by failure of the Contractor to complete the work within the time stipulated, and this sum is not a penalty, being the liquidated damages the Owner will have sustained in event of such default by the Contractor.

8. CONTRACT PAYMENT

The Owner shall pay the Contractor for the performance of this Contract and completion of the project in accordance with the Contract Documents, subject to adjustment by change order, the total estimated amount in current funds being \$ 1,265,218.25 for the (TBD) work. This is a unit cost Contract. Actual measurement dictates payment.

9. PAYMENT SCHEDULE

The Owner shall make payments on account of the Contract as follows:

Once each month progress payments shall be made during the process of construction in amounts Not-to-Exceed ninety percent (90%) of the amount due on the Contract on the basis of work completed as certified by the Contractor and approved by the Owner's Project Manager and/or Construction Manager. Contractor shall submit a payment application to the Owner's Construction Manager by the fifth (5th) day of each month. The application shall be for the dollar amount of the work complete on the last day of the preceding month. All invoices submitted by the Contractor shall reference the Owner's Contract number(s).

Upon the Completion of the Contract the Contractor shall provide the Owner's Project Manager with written notice that the work is ready for final inspection and acceptance. After written notice by the Contractor, the Owner's Project Manager shall inspect the work to determine whether the work is acceptable under the Contract and that the Contract has been fully performed.

Upon completion of the Contract the Contractor shall submit evidence satisfactory to the Owner that all payroll, materials, bills, and other indebtedness incurred by the Contractor in connection with the construction of the project have been paid in full.

After the work has been inspected, approved and after the Contractor has submitted satisfactory evidence of payment, the Owner's Construction and/or Project Manager(s) shall promptly issue a final certificate. Final payment shall be due within thirty (30) calendar days after the Owner's Project Manager issues the final certificate.

10. AUDIT

The Contractor agrees that the Owner or any of its duly authorized representatives shall, until the expiration of five (5) years after expenditure of funds under this Contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this Contract. The Contractor agrees that payment(s) made under this Contract shall be subject to reduction for amounts charged thereto which are found on the basis of audit examination not to constitute allowable costs under this Contract.

The Contractor shall refund by check payable to the Owner the amount of such reduction of payments. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or five (5) years after completion of the project and issuance of the final certificate, whichever is sooner.

11. PUBLIC RECORDS

The City, FAA, DOT, FDOT and any other duly authorized representative shall have access to any books, documents, papers, records of the Contractor which are directly pertinent to a specific grant program or Project Authorization to this Agreement, for the purpose of making audits, examinations, excerpts, and transcripts. The Contractor shall maintain all project records for three years after final payment is made and after all other pending matters are closed, whichever is later. In addition:

- (a) Contractor shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement may be public records under Florida law, as defined in Section 119.011(12), F.S. Contractor shall keep and maintain public records required to perform the services under this Agreement.
- (b) This Agreement may be unilaterally canceled by the City for refusal by Contractor to either provide public records to the City upon request, or to allow inspection and copying of all public records made or received by the Contractor in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and Section 24(a), Article I, Florida Constitution.
- (c) If Contractor meets the definition of "contractor" found in Section 119.0701(1)(a), F.S.; [i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:
 - (1) Pursuant to Section 119.0701, F.S., a request to inspect or copy public records relating to this Agreement for services must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify Contractor of the request, and Contractor must provide the records to the City or allow the records to be inspected or copied within a reasonable time. If Contractor fails to provide the public records to the City within a reasonable time, Contractor may be subject to penalties under s. 119.10, F.S.
 - (2) Upon request from the City's custodian of public records, Contractor shall 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 cost provided in Chapter 119, Florida Statutes, or as otherwise provided by

law.

- (3) Contractor shall identify and ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the City.
- (4) Upon completion of the Agreement, Contractor shall transfer, at no cost to City, all public records in possession of Contractor or keep and maintain public records required by the City to perform the services under this Agreement. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records that are stored electronically must be provided to City, upon request from the City's custodian of public records, in a format that is accessible by and compatible with the information technology systems of City.

(d) IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS BY TELEPHONE AT (863) 452-4403, BY EMAIL AT cityclerk@avonpark.cc OR AT THE MAILING ADDRESS BELOW:

CITY CLERK
CITY OF AVON PARK, FLORIDA
110 EAST MAIN STREET
AVON PARK, FL 33825

12. GUARANTEE

The Contractor guarantees the work to be free from construction defects for a period of one (1) year from final payment by the Owner, in accordance with the guarantee requirements of the General Provisions.

13. CONTRACTOR RESPONSIBILITY

The Contractor is an independent contractor and is not an employee or agent of the Owner. Nothing in this Contract shall be interpreted to establish any relationship other than that of an independent contract between the Owner and the Contractor, its employees, agents, subcontractors or assigns, during or after the performance of this Contract. The Contractor shall take the whole responsibility of the work and shall bear all losses resulting to him/it, on account of the amount or character of the work or due to the nature around in or of which the work is done differently from what was assumed or expected, or due to bad weather, or due to errors or omissions in his/its bid on the Contract price, or except as otherwise provided in the Contract Documents because of any other causes whatsoever. Contractor shall comply with any provisions of the FAA

Grant, the FDOT Grant, and all federal, state and local laws applicable to Contractor, Contractor's subcontractors, the work of Contractor or the work of Contractor's subcontractors for this Project. By signature to this Contract, signatory warrants that they have read the Grant Agreements and made accommodation for the requirements. In addition, Contractor:

- (a) Shall verify the non-federal entity is eligible to participate in this Federal program by:
 - 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or
 - 2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
 - 3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
- (b) Shall comply with 2 CFR §180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
- (c) Shall act in accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009,
- (d) the Contractor is encouraged to:
 - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- (e) Shall comply with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in subcontract proposals or bids for the work.
- (f) Upon request, the Contractor agrees to cooperate with the Owner to provide progress reports to the FDOT in the standard format used by the FDOT and at intervals established by the FDOT. The FDOT will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- (g) Disadvantaged Business Enterprises (DBE) Assurances.
 - a. Policy. It is the policy of the Department of Transportation (DOT) that Disadvantaged Business Enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of Agreement(s) financed in whole or in part with federal and/or state funds under this Agreement. consequently, the DBE requirements of 49 CFR Part 23 apply to this Agreement.
 - b. DBE Obligations. The Contractor agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 23 have the maximum

opportunity to participate in the performance of Agreement(s) and sub-contracts financed in whole or in part with federal and/or state funds provided under this Agreement. In this regard, all Contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform work. Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT assisted projects.

- c. Contractor agrees to comply with Section 20.055(5), Florida Statutes and cooperate with the Inspector General.

Contractor shall protect the entire work, all materials under the Contract and the Owner's property (including machinery and equipment) in, on or adjacent to the site of the work until final completion and work, from the action of the elements, acts of other contractors, or except as otherwise provided in the Contract Documents, and from any other causes whatsoever; should any damage occur by reason of any of the foregoing, the Contractor shall repair at his, or its, own expense to the satisfaction of the Owner or its Project Manager. Neither the Owner nor its officers, employees or agents assume any responsibility for collection of indemnities or damages from any person or persons causing injury to the work of the Contractor.

At his, or its expense, the Contractor shall take all necessary precautions (including without limitation) the furnishing of guards, fences, warning signs, walks, flags, cables and lights for the safety of and the prevention of injury, loss and damage to persons and property (including without limitation) in the term persons, members of the public, the Owner and its employees, and agents, the Project Manager and his employees, Contractor's employees, his or its subcontractors and their respective employees, other contractors, their subcontractors and respective employees, on, about or adjacent to the premises where said work is being performed, and shall comply with all applicable provisions of safety laws, rules, ordinances, regulations and orders of duly constituted public authorities and building codes.

The Contractor assumes all risk of loss, damages and destruction to all of his or its materials, tools appliances and property of every description and that of his or its subcontractors and of their respective employees or agents, and injury to or death of the Contractor, his or its employees, subcontractors or their respective employees or agents, including legal fees, court costs or other legal expenses, arising out of or in connection with the performance of this Contract.

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of this Contract. This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Owner's sovereign immunity.

14. INSPECTION

The project will be inspected by the Construction and/or Project Manager and will be

rejected if it is not in conformity with the Contract provisions. Rejected work will be immediately corrected by the Contractor. When the work is substantially completed, the Contractor shall notify the Owner in writing that the work shall be ready for final inspection on a definite date, at least three (3) calendar days thereafter, which shall be stated in such notice.

15. PUBLIC CONSTRUCTION BOND

The Contractor shall, prior to the commencement of work hereunder, furnish to the Owner a public construction bond acceptable to the Owner covering the faithful performance of this Contract and the payment of all obligations arising hereunder to **BE AT LEAST in the amount of 1,265,218.25** (minimum 100% of Contract amount) with a Surety or Sureties satisfactory to the Owner.

16. INSURANCE

- (a) The Contractor shall procure and maintain, through the term of this Contract, Worker's Compensation insurance in accordance with the laws of the State of Florida and in amounts sufficient to secure the benefits of the Florida Workmen's Compensation law for all employees of the Contractor and all subcontractors. The Workmen's Compensation insurance policy required by the Contractor shall also include Employer's liability. If subletting any of the work, ensure that the subcontractor(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.
- (b) Contractor shall provide Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Contractor shall cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention. Prior to the execution of the Contract, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal,

or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

- (c) Certificates to all insurance required from the Contractor shall be subject to the Owner's approval for adequacy.
- (d) The Contractor shall not commence work until he has obtained all the insurance required herein and the proof of insurance has been approved by the Owner and FDOT. Insurance shall be maintained in full force and effect until the Contract has been fully and completely performed, as evidenced by final acceptance payment. All insurance policies shall provide for a thirty (30) day written notice to the Owner in the event of any modification, cancellation, or expiration of said policies.

17. **DEFAULT: TERMINATION**

- (a) **FOR CAUSE:** If either party fails to fulfill its obligations under this Contract in a timely and proper manner, the other party shall have the right to terminate this Contract by giving written notice of any deficiency and by allowing the party in default seven (7) calendar days to correct the deficiency. If the defaulting party fails to correct the deficiency within this time, this Contract shall terminate at the expiration of the seven (7) calendar day period.

With regard to the Contractor, the following items shall be considered a default under this Contract:

- (1) If the Contractor should be adjudged bankrupt, or if he, or it, should make a general assignment for the benefit of his, or its, creditors, or if a receiver should be appointed on account of his, or its, insolvency.
- (2) If the Contractor should persistently or repeatedly refuse or fail, except in cases for which an extension of time is provided, to supply enough properly skilled workmen or proper material or if the Contractor should fail to make prompt payment for materials, or labor or other services entering into the work.
- (3) If the Contractor disregards laws, ordinances, or the instructions of the Construction and/or Project Manager or otherwise is guilty of a substantial violation of the provisions of the Contract.

In the event of termination, the Owner may take possession of the premises and all materials, tools, and appliances, thereon and finish the work by whatever method it may deem expedient. In such cases, the Contractor shall only be entitled to receive payment for work satisfactorily completed prior to the termination date. If such expense of finishing the work shall exceed such unpaid balance the Contractor shall pay the difference to the Owner. The expense incurred by the Owner as herein provided, and the damage incurred through the Contractor's default, shall be certified by the Construction and/or Project Manager(s).

- (b) **WITHOUT CAUSE:** Either party may terminate the Contract without cause at any

time upon thirty (30) calendar days prior with written notice to the other party. In the event of termination, the Owner shall compensate the Contractor for all authorized work satisfactorily performed through the termination date.

18. VERIFICATION OF EMPLOYMENT STATUS

Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of this Contract. Contractor shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by the subcontractor during this Agreement term.

19. BUY AMERICAN: FLORIDA PRODUCED LUMBER

- (a) Unless otherwise approved in advance by the FAA, the Contractor will not acquire or permit any subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project. The Contractor will include a provision implementing Buy American in every contract.
- (b) Contractor agrees to comply with the provisions of Section 255.20, Florida Statutes (1987) where pertinent.

20. ASSIGNMENT

Contractor shall not assign this Contract to any other persons or firm without first obtaining Owner's written approval.

21. ATTORNEYS' FEES AND COSTS

In the event a default in the performance of any of the terms, covenants and conditions of this Agreement, the Parties agree that the nonprevailing party shall pay all damages and costs incurred by the prevailing Party in the enforcement of this Agreement, including reasonable attorney's fees, court costs and all expenses, even if not taxable as court costs, including, without limitation, all such fees, costs and expenses incident to appeals incurred in such action or proceeding.

22. NOTICES.

All notices or other communications hereunder shall be in writing and shall be deemed duly given if delivered in person or sent by certified mail return receipt requested and addressed as follows:

If to Owner:

City Manager
City of Avon Park
110 E. Main Street
Avon Park, Florida 33825

If to Contractor:

With copies to:

Mrs. Danielle Priest
Senior Project Manager
Amherst Consulting Company, LLC
2300 Maitland Center Parkway
Suite 106
Maitland, FL 32751

23. INDULGENCE NOT WAIVER

The indulgence of either party with regard to any breach or failure to perform any provision of this Contract shall not be deemed to constitute a waiver of the provision or any portion of this Contract either at the time the breach or failure occurs or at any time throughout the term of this Contract.

24. CONFLICT OF INTEREST

The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of service required hereunder, as provided for in Florida Statutes Section 112.311. The Contractor further represents that no person having any interest shall be employed for said performance.

The Contractor shall promptly notify the Owner in writing by certified mail of all potential conflicts of interest prohibited by existing state law for any prospective business association, interest or other circumstance which may influence or appear to influence the Contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion of the Owner as to whether the association, interest or circumstance would, in the opinion of the Owner, constitute a conflict of interest if entered into by the Contractor. The Owner agrees to notify (30) days of receipt of notification by the Contractor. If, in the opinion of the Owner, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Contractor, the Owner shall so state in the notification and the Contractor shall, at his/her option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the Owner by the Contractor under the terms of this Agreement.

25. INTERPRETATION: VENUE, JURISDICTION AND GOVERNING LAW

This Contract constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior verbal or written Agreements between the parties with respect thereto. This Contract may only be amended by written document, properly authorized, executed and delivered by both parties hereto. This Contract shall be interpreted as a whole unit and section headings are for convenience only. The parties consent to jurisdiction and venue of the Courts of Highlands County, Florida or the United States District Court, in and for the Middle District of Florida, Tampa Division, in connection with any action or proceeding arising out of or relating to this contract. All interpretations shall be governed by the laws of the State of Florida.

26. CONTINGENT FEES

The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Contract, and that it has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Contract.

27. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

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

28. RIGHTS TO INVENTIONS

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

29. VETERAN'S PREFERENCE

In the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Veterans of the Vietnam era, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans as defined in Section 515(c)(1) and (2) of the Airport and Airway Improvement Act of 1982, 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.

30. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement and in accordance with Section 202 of Executive Order 11246 and the Code of Federal Regulations 41 CFR 60 (section 60-1.4), the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color 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, creed, color or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting offices setting forth the provisions of the non-discrimination clause, and shall ensure that subcontracts contain the same requirements.
- (2) The Contractor will in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard of race, creed, color or national origin.
- (3) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer advising the labor union of

worker's representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the secretary of labor or pursuant thereto and will permit access to his books, records and accounts by the contracting agencies and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(6) In the event of the Contractor's non-compliance with the non-discrimination clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for future government contracts in accordance with procedures authorized in executive order no. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

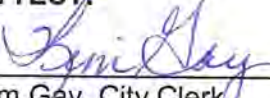
(7) The Contractor will include the provisions of paragraphs (1) through (7) in every sub-contract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each sub-contractor or vendor. The Contractor will take such action with respect to any subcontracting or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event the Contractor becomes involved in or is threatened with litigation with a subcontractor or vendors as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

31. DOCUMENT A RESULT OF MUTUAL DRAFTSMANSHIP

The terms and conditions in this Agreement are the product of mutual draftsmanship by both parties, each being represented by counsel, and any ambiguities in this Agreement or any documentation prepared pursuant to it shall not be construed against any of the parties because of authorship. The parties acknowledge that all the terms of this Agreement were negotiated at arms' length, and that each party, being represented by counsel, is acting to protect its, his, her, or their own interest.

IN WITNESS WHEREOF, the Owner has hereunto subscribed, and the Contractor has affixed his, its, or their names, or name, and seal the date aforesaid.

ATTEST:



Kim Gay, City Clerk

CITY OF AVON PARK

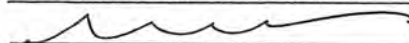
By: 

Garret Anderson, Mayor

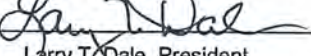
Approved as to Form and Correctness:

AVON PARK EXECUTIVE AIRPORT
REALIGN AND EXTEND TAXIWAY F

CONTRACT


Gerald Buhr, City Attorney

DICKERSON FLORIDA, INC

By: 
Larry T. Dale, President



(SEAL)

ATTEST: 
By: _____

Printed Name: ANTOINETTE PETERSON

SECTION 1

CHANGE ORDER No. 1

CHANGE ORDER NO. 1

OWNER: City of Avon Park
OWNER'S ADDRESS: City of Avon Park, 110 E. Main Street, Avon Park, FL 33825
PROJECT NO.: FAA AIP No. 3-12-0004-019-2019; FDOT FM No. 446304-1-94-01; City Bid No. 19-06
CONTRACTOR: Dickerson Florida, Inc.
ADDRESS OF CONTRACTOR: PO Box 910, Fort Pierce, FL 34954
CONTRACT DESCRIPTION: Realign & Extend Taxiway F
CONTRACT DATE: November 13, 2019
CHANGE ORDER DATE: March 26, 2020

NO WORK COVERED BY THIS CHANGE ORDER (AS APPLICABLE) MAY PROCEED UNTIL CONTRACTOR IS IN RECEIPT OF AN ORIGINAL FULLY EXECUTED BY THE CONTRACTOR, THE OWNER, (THE FAA AND/OR THE FDOT, AS APPLICABLE) AND THE ENGINEER. THE CONTRACTOR SHALL INDICATE HIS CONCURRENCE WITH THIS CHANGE BY EXECUTING ALL ORIGINALS AND RETURNING THEM TO THE OFFICE OF ORIGINATION WITHIN SEVEN (7) CALENDAR DAYS OF THE DATE OF TRANSMITTAL. THIS CHANGE WILL INCREASE OR DECREASE THE CONTRACT AMOUNT AND TIME TO COMPLETE AS SHOWN BELOW. THE GENERAL, SUPPLEMENTARY AND OTHER CONDITIONS OF THE CONTRACT SHALL APPLY TO THIS CHANGE ORDER UNLESS EXPRESSLY MODIFIED BY THIS CHANGE ORDER.

BRIEF DESCRIPTION OF CHANGE:

1. SEE ATTACHED Exhibit A and Exhibit B.

See the attached email from AVO justifying the additional days given to the contractor.

ADJUSTED CALENDAR DAYS CONTRACT TIME:

ORIGINAL: 112

TO DATE: 112

** THIS C.O. 7

TOTAL: 119

NOTICE TO PROCEED DATE: January 6, 2020

ORIGINAL TOTAL CONTRACT PRICE	\$ 1,265,218.25
APPROVED NET ADDITIONS TO CONTRACT TO DATE	\$ 0.00
APPROVED NET DELETIONS TO CONTRACT TO DATE	\$ 0.00
TOTAL CONTRACT PRICE TO DATE	\$ 1,265,218.25
NET AMOUNT OF THIS CHANGE ORDER: ADD DELETE X	\$ (920.00)
FINAL REVISED TOTAL CONTRACT PRICE	\$ 1,264,298.25
PERCENTAGE THIS CHANGE OF ORIG. CONTRACT PRICE:	(0.07%)

CONTRACTOR ACKNOWLEDGES, BY ITS EXECUTION AND ACCEPTANCE OF THIS CHANGE ORDER, THAT THE ADJUSTMENTS (AS APPLICABLE) IN CONTRACT PRICE AND TIME SHOWN HEREON CONSTITUTE FULL AND COMPLETE COMPENSATION AND SATISFACTION FOR ALL COSTS AND MODIFICATIONS OF PERFORMANCE TIME INCURRED BY THE CONTRACTOR AS A RESULT OF THIS CHANGE ORDER. NO OTHER CLAIM FOR INCREASED COST OF PERFORMANCE OR MODIFICATIONS OF TIME WILL BE GRANTED BY THE OWNER FOR THE WORK COVERED BY THIS CHANGE ORDER. THE CONTRACTOR HEREBY WAIVES AND RELEASES ANY FURTHER CLAIMS FOR COST OR TIME AGAINST THE OWNER ARISING FROM OR RELATING TO THE MATTERS OR WORK SET FORTH OR CONTEMPLATED BY THIS CHANGE ORDER.

** As a matter of record, and per the attached notice from March 26, Dickerson does not agree with the total number of days added to the contract time.

CONTRACTOR'S ACCEPTANCE – DICKERSON FLORIDA, INC

BY:

TITLE:

DATE:

ATTEST:

RECOMMENDED FOR APPROVAL – AMHERST CONSULTING

BY:

TITLE:

DATE:

APPROVED: FEDERAL AVIATION ADMINISTRATION

BY:

TITLE:

DATE:

APPROVED: FLORIDA DEPARTMENT OF TRANSPORTATION

BY:

TITLE:

DATE:

APPROVED: CITY OF AVON PARK – AVON PARK EXECUTIVE AIRPORT

BY:

TITLE:

DATE:



EXHIBIT A
to
CHANGE ORDER NO. 1

REALIGN & EXTEND TAXIWAY F

at the
AVON PARK EXECUTIVE AIRPORT

FAA AIP NO. 3-12-0004-019-2019
FDOT FM NO. 446304-1-94-01
CITY OF AVON PARK Bid Number 19-06

There is One (1) item contained in this Change Order as follows:

ITEM 1: Changes Associated with ESI No. 1R

Upon commencement of construction activities, Amherst was notified by the Contractor of unforeseen conditions that required additional work and materials. These conditions include locations of circuits which conflict with proposed circuits and electrical configurations that are not up to current codes and design standards. For instance, we found both low and high voltage circuits in the same conduit, which adversely impacts system performance. Due to these findings, an additional item that was not included in the original bid is included in this change order as necessary to complete the project. As shown, this new item is identified as Item 25.a, L-824, 1/C, No. 8, type C, stranded copper, 600v cable, including L-823 connectors, installed in duct or conduit. Amherst solicited a unit cost associated with this item which was provided by the contractor. Upon review, Amherst deemed the unit cost to be reasonable and customary. Also, as a result of the Contractor's findings, a number of other adjustments were made to the construction plans as reflected in ESI 1R (attached).



ENGINEER'S SUPPLEMENTAL INSTRUCTIONS (ESI)

CITY OF AVON PARK BID NO:	19-06	ESI NO:	1R
PROJECT:	Realign and Extend Taxiway F	CONTRACTOR'S DATE OF REQUEST:	N/A
OWNER:	City of Avon Park, FL	ENGINEER'S DATE OF ISSUANCE:	01/22/20
CONTRACTOR:	Dickerson Florida, Inc.	ENGINEER OF RECORD:	Amherst Consulting
CONTRACT DATED:	11/13/19	ENGINEER PROJECT NUMBER:	18060.06

The Work shall be carried out in accordance with the following supplemental instructions issued in accordance with the Contract Documents ~~without change in Contract Time. Proceeding with the Work in accordance with these instructions indicates your concurrence and acknowledgement that there will be no change in the Contract Time.~~ Please execute and return a signed original within 5 days of receipt. *

Description: This ESI clarifies electrical questions resulting from unknown existing conditions encountered in the field. This ESI also modifies drainage details and corrects inconsistencies in drainage detail references.

In addition and after some value engineering and rechecking certain item(s)/quantity(ies) in the rescinded ESI No. 1, we've revised our electrical plan accordingly, which includes Taxiway F and Taxiway G on the same circuit/4KW regulator. This eliminates the second 4KW regulator, along with an associated length of cable and conduit. We have also eliminated the 1W2" concrete encased existing duct bank crossings and associated cans, opting to leave the existing conduit in place as is.

Attachments: Plan sheets listed below

Sheet	Description
G03	Summary of Quantities
C07	Drainage Plan
C09	Drainage Details
ED01	Airfield Electrical Demolition Plan
E01	Airfield Electrical Layout Plan
E02	Airfield Electrical Circuiting Plan
E07	Airfield Electrical Details
E08	Airfield Electrical Details

* CHANGE IN CONTRACT
TIME REQUIRED. J47

See Amherst's 01/28/2020
response to the additional time
request.

AMHERST CONSULTING COMPANY, LLC
ISSUED BY:

DANIEL DOYLE, E.I.
PROJECT ENGINEER

DICKERSON FLORIDA, INC.
ACCEPTED BY:

CONTRACTOR



AMHERST
CONSULTING

2300 MAITLAND CENTER PKWY.
SUITE 106 MAITLAND, FLORIDA 32751
CERTIFICATE OF AUTHORIZATION #99374



KEY MAP

[illegible]REALIGN AND EXTEND
TAXIWAY F

WEET TIME

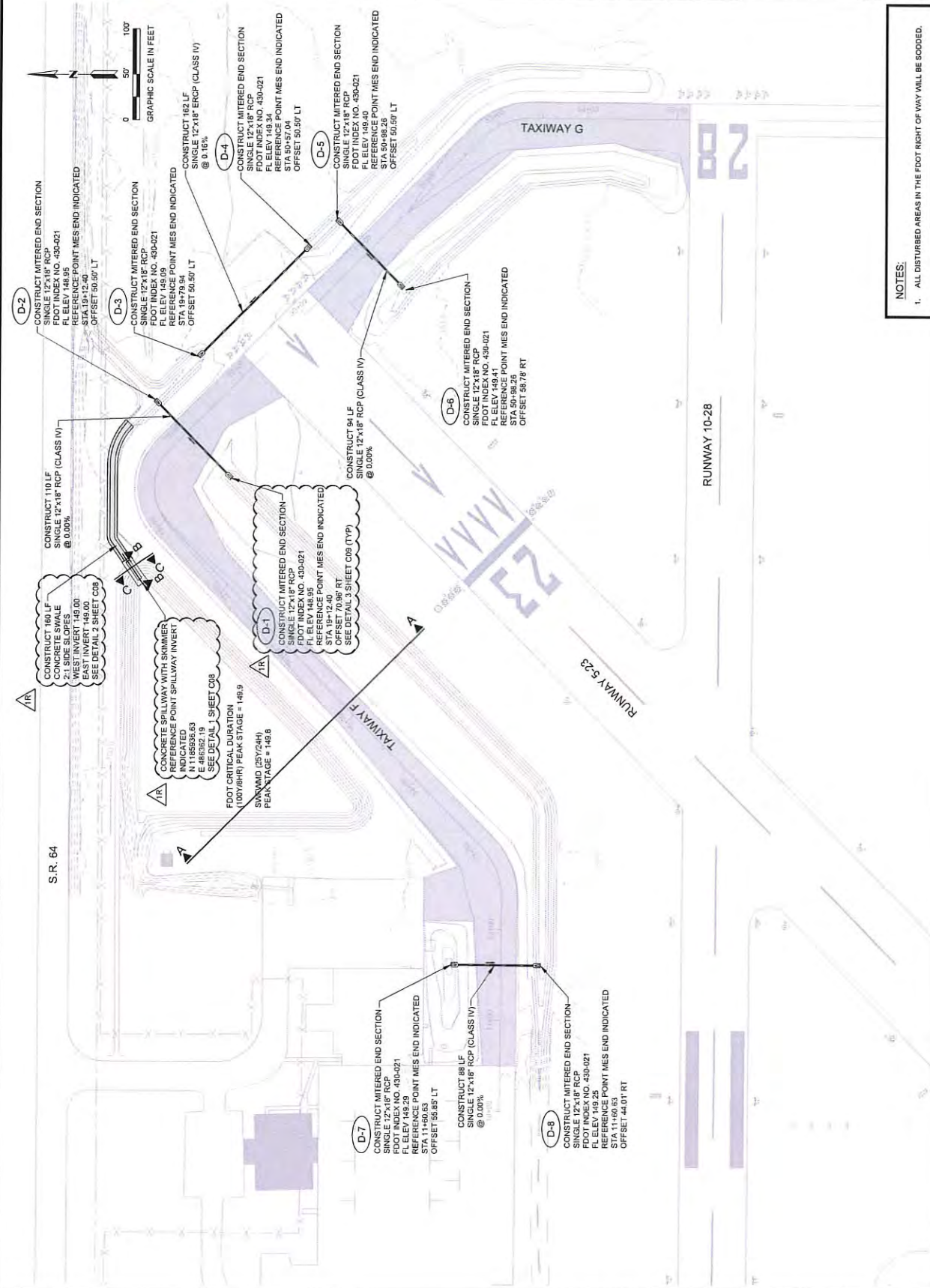
DRAINAGE PLAN

NUMBER OF RECORD

1800-451-1000

OB NO.:	1805D.06	DRAW#:	GW
DATE	NOV 2015	DESIGN	DO
		CHECKED	TZ

C-07





AVON PARK EXECUTIVE AIRPORT
1500 AVON PARK BOULEVARD
AVON PARK, FLORIDA 33335



2300 MAITLAND CENTER PKWY.
SUITE 106 MAITLAND, FLORIDA 32751
CERTIFICATE OF AUTHORIZATION #2728

KEY MAP

NO.	DATE	DESCRIPTION
1	1/13/19	ISSUED FOR CONSTRUCTION
2	1/13/20	FOR CONSTRUCTION

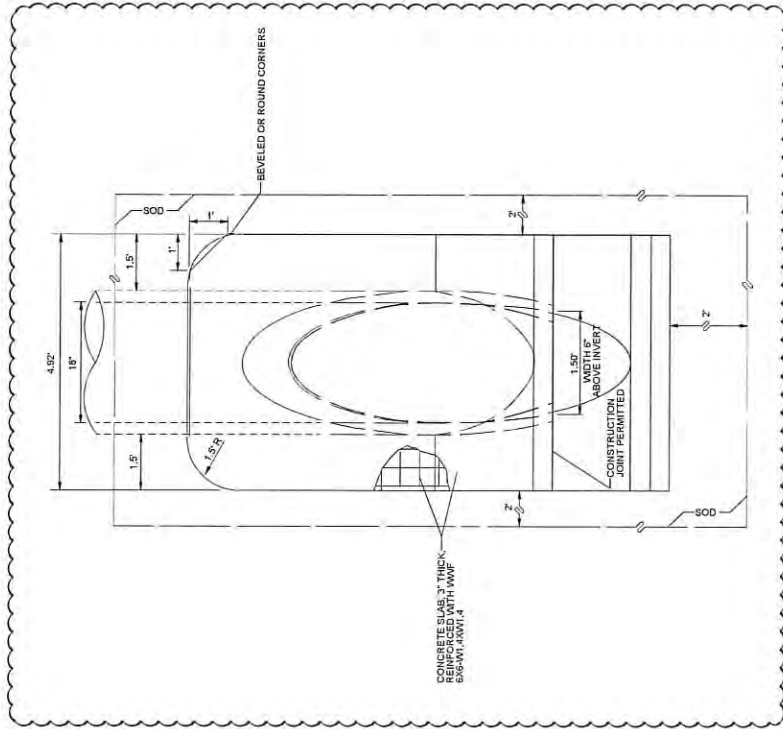
REALIGN AND EXTEND
TAXIWAY F

DRAINAGE DETAILS

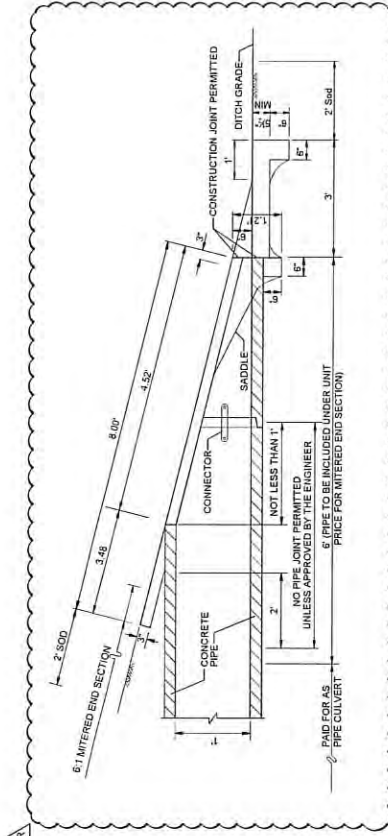
ENGINEER OF RECORD

TODD N. ZIMMERMAN
P.E. (FL 15423)
JOB NO. 180503
DATE 1/20/2019
SHEET NO. 12

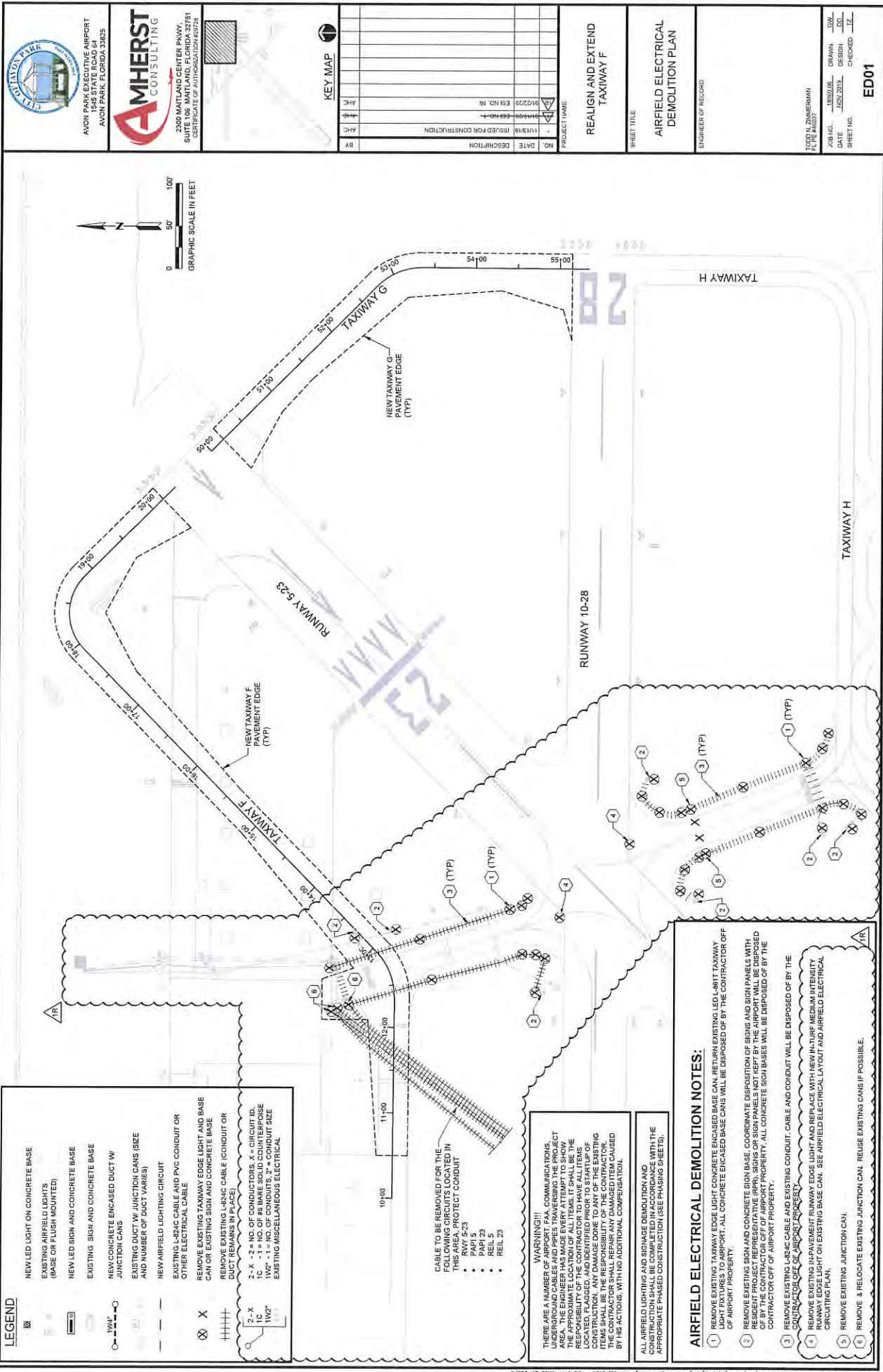
C09



3. TOP VIEW-SINGLE 12'X18' ERCP 6:1 MITERED END SECTION
NTS



SECTION VIEW 12'X18' ERCP 6:1 MITERED END
NTS



LEGEND

NEW LED LIGHT ON CONCRETE BASE

EXISTING AIRFIELD LIGHTS
(BASE OR FLUSH MOUNTED)

NEW LED SIGN AND CONCRETE BASE

EXISTING SIGN AND CONCRETE BASE

NEW CONCRETE ENCASED DUCT W/
JUNCTION CANS

EXISTING DUCT W/ JUNCTION CANS (SIZE
AND NUMBER OF DUCT VARIES)

NEW AIRFIELD LIGHTING CIRCUIT

EXISTING L424C CABLE AND PVC CONDUIT OR
OTHER ELECTRICAL CABLE

REMOVE EXISTING TAXIWAY EDGE LIGHT AND BASE
CAN OR EXISTING SIGN AND CONCRETE BASE

REMOVE EXISTING L424C CABLE (CONDUIT OR
DUCT REMAINS IN PLACE)

2 - X - 2 = NO. OF CONDUCTORS, X = CIRCUIT ID.
1W4" - 1 = NO. OF CONDUITS TO INTERPOSE
1W2" - 1 = NO. OF CONDUITS TO CONDUIT SIZE
EXISTING MISCELLANEOUS ELECTRICAL

CABLE TO BE REMOVED FOR THE
FOUR MOUNTED IN
THIS AREA. PROTECT CONDUIT

- R/WY 5-23
- PAPI 5
- PAPI 23
- REIL 23
- REIL 23

WARNING!!!
THERE ARE A NUMBER OF COMMUNICATIONS
UNDERGROUND CABLES AND PIPES TRAVELING THROUGH THE PROJECT
AREA. THE ENGINEER HAS MADE EVERY ATTEMPT TO SHOW
THEIR LOCATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR
LOCATING, FLAGGING, AND IDENTIFYING ALL UTILITIES PRIOR TO
CONSTRUCTION. ANY DAMAGE DONE TO ANY OF THE EXISTING
UTILITIES SHALL BE REPAIRED BY THE CONTRACTOR. THE CONTRACTOR
SHALL REPAIR ANY DAMAGED ITEM CAUSED
BY HIS ACTIONS, WITH NO ADDITIONAL COMPENSATION.

ALL AIRFIELD LIGHTING AND SIGNAGE DEMOLITION AND
CONSTRUCTION SHALL BE COMPLETED IN ACCORDANCE WITH THE
APPROPRIATE PHASED CONSTRUCTION (SEE PHASING SHEETS).

- AIRFIELD ELECTRICAL DEMOLITION NOTES:**
- 1 REMOVE EXISTING TAXIWAY EDGE LIGHT CONCRETE ENCASED BASE CAN, NEW LED EXISTING LED LIGHT TAXIWAY
LIGHT FIXTURES TO AIRPORT. ALL CONCRETE ENCASED BASE CANS WILL BE DISPOSED OF BY THE CONTRACTOR OFF
OF AIRPORT PROPERTY.

2 REMOVE EXISTING SIGN AND CONCRETE SIGN BASE. COORDINATE DISPOSITION OF SIGNS AND SIGN PANELS WITH
OF BY THE CONTRACTOR OFF OF AIRPORT PROPERTY. ALL CONCRETE SIGN BASES WILL BE DISPOSED OF BY THE
CONTRACTOR OFF OF AIRPORT PROPERTY.

3 REMOVE EXISTING L424C CABLE AND EXISTING CONDUIT. CABLE AND CONDUIT WILL BE DISPOSED OF BY THE
CONTRACTOR OFF OF AIRPORT PROPERTY.

4 REMOVE EXISTING IN-PAVEMENT RUNWAY EDGE LIGHT AND REPLACEMENT WITH NEW IN-TURF MEDIUM INTENSITY
RUNWAY EDGE LIGHT ON EXISTING BASE CAN. SEE AIRFIELD ELECTRICAL LAYOUT AND AIRFIELD ELECTRICAL
CIRCUITING PLAN.

5 REMOVE EXISTING JUNCTION CAN.

6 REMOVE & RELOCATE EXISTING JUNCTION CAN. REUSE EXISTING CANS IF POSSIBLE.

AVON PARK EXECUTIVE AIRPORT
1500 STATE ROAD 50
AVON PARK, FLORIDA 33925

AMHERST
CONSULTING
2300 MATLAND CENTER PKWY.
SUITE 106 MATLAND, FLORIDA 32751
CERTIFICATE OF AUTHORIZATION #02728

KEY MAP

NO.	DATE	DESCRIPTION
1	11/15/18	ISSUED FOR CONSTRUCTION
2	11/15/18	ISSUED FOR CONSTRUCTION
3	11/15/18	ISSUED FOR CONSTRUCTION
4	11/15/18	ISSUED FOR CONSTRUCTION
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100	11/15/18	ISSUED FOR CONSTRUCTION

PROJECT NAME
REALIGN AND EXTEND
TAXIWAY F

SHEET TITLE
AIRFIELD ELECTRICAL
DEMOLITION PLAN

NUMBER OF RECORD
1

TOOD N. ZIMMERMAN
11/15/18

JOB NO. 18000001
DATE 11/15/18
SHEET NO. 12

DRAWN
DESIGN
CHECKED
12

ED01





2300 MAITLAND CENTER PKWY.
SUITE 106 MAITLAND, FLORIDA 3275
CERTIFICATE OF AUTHORIZATION #29726

KEY MAP [illegible]

REALIGN AND EXTEND TAXIWAY F

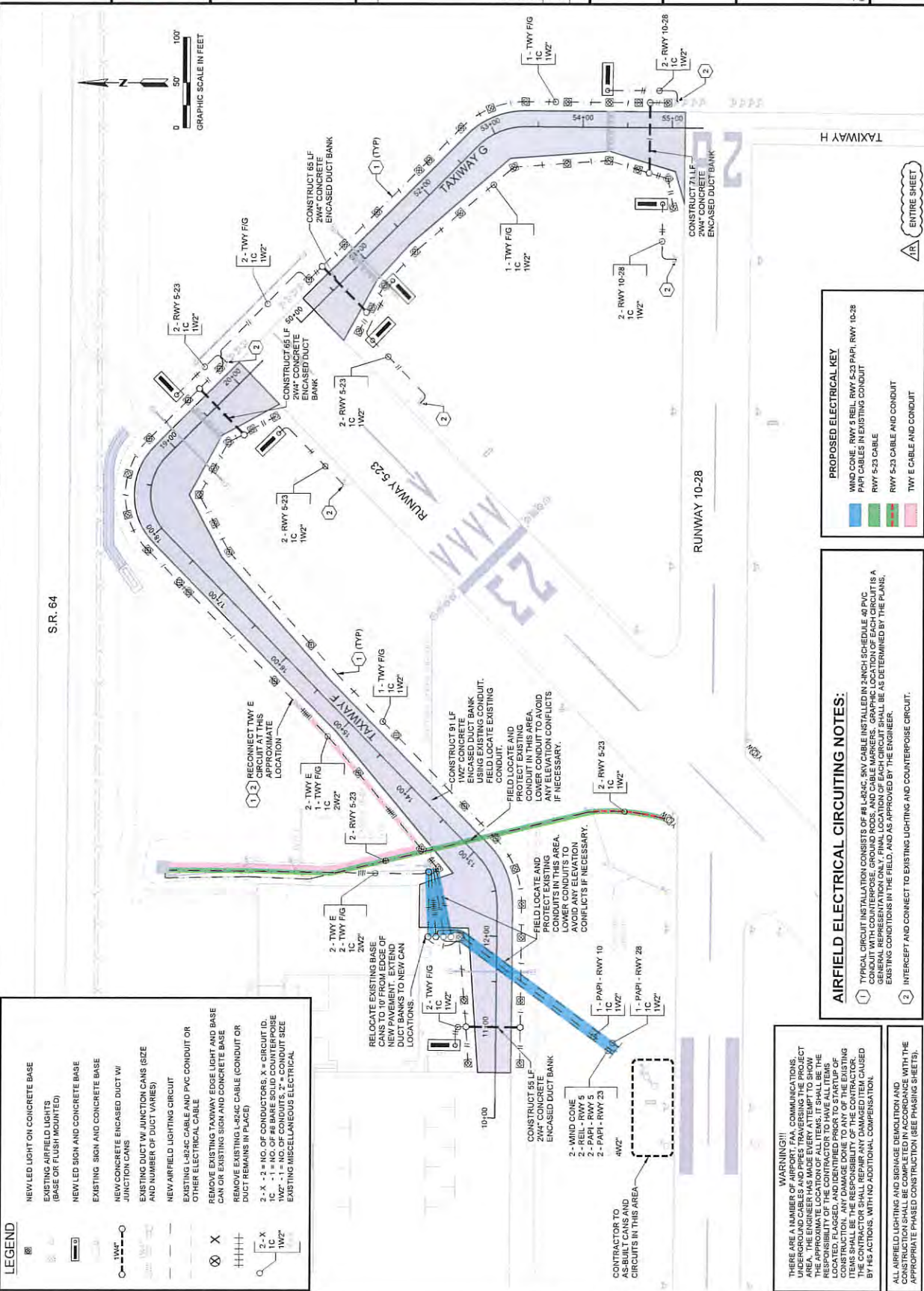
AIRFIELD ELECTRICAL
CIRCUITING PLAN

NUMBER OF RECORD

TOOD N. ZIMMERMAN
FL PE #46037

JOB NO.	180610.06	DRAWN	GW
DATE	NOV 2019	DESIGN	DD
SHEET NO.		CHECKED	TZ

F02



PROPOSED ELECTRICAL KEY

D CONE, RWY 5 REIL, RWY 5-23 PAPI, RWY 10-28
CABLES IN EXISTING CONDUIT

5-73 CABLE

77040-67-6

5-23 CABLE AND CONDUIT

E CABLE AND CONDUIT

AIRFIELD ELECTRICAL CIRCUITING NOTES:

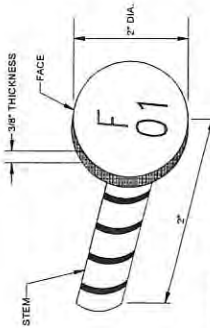
1 TYPICAL CIRCUIT INSTALLATION CONSISTS OF #8-1024C, 5KV CABLE INSTALLED IN 2-INCH SCHEDULE 40 PVC CONDUIT WITH COUNTERPOSE, GROUND RODS, AND CABLE MARKERS. GRAPHIC LOCATION OF EACH CIRCUIT IS A GENERAL REPRESENTATION ONLY. FINAL LOCATION OF EACH CIRCUIT SHALL BE AS DETERMINED BY THE PLANS, EXISTING CONDITIONS IN THE FIELD, AND AS APPROVED BY THE ENGINEER.

2 INTERCEPT AND CONNECT TO EXISTING LIGHTING AND COINTERPOISE CIRCUIT

WARNING!!

THERE ARE A NUMBER OF AIRPORT, FAA, COMMUNICATIONS, UNDERGROUND CABLES AND PIPES TRaversING THE PROJECT AREA. THE ENGINEER HAS MADE EVERY ATTEMPT TO SHOW THE APPROXIMATE LOCATION OF ALL ITEMS. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO HAVE ALL ITEMS LOCATED, FLAGGED, AND IDENTIFIED PRIOR TO STARTUP OF CONSTRUCTION. ANY DAMAGE DONE TO ANY OF THE EXISTING ITEMS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL REPAIR ANY DAMAGED ITEM CAUSED BY HIS ACTIONS. WE NO ADDITIONAL COMPENSATION.

ALL AIRFIELD LIGHTING AND SIGNAGE DEMOLITION AND CONSTRUCTION SHALL BE COMPLETED IN ACCORDANCE WITH THE AIRPORT LAYOUT PLAN. ALL CONSTRUCTION SHALL BE APPROPRIATE PHASED CONSTRUCTION (SEE PHASING SHEET).

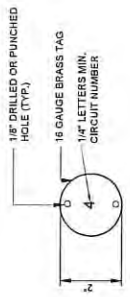


NOTES

1. INLAY IN PROPOSED LIGHT CANS CONCRETE FACING THE TAXIWAY. THE BASE SHALL BE REINFORCED WITH THE CORRESPONDING LIGHT CAN. ALL EXISTING LIGHT CANS SHALL BE REMOVED AND REPLACED WITH NO PROPOSED CONCRETE PADS SHALL HAVE THE STEM REMOVED AND FACE EPOXYED TO THE EXISTING CONCRETE BASE.
2. USE OF PLASTIC COLOR CODED TAGS (WITH NUMBERS) IS PERMISSIBLE. COORDINATION WITH OWNER IS REQUIRED.

FIXTURE IDENTIFICATION PIN

N.T.S.

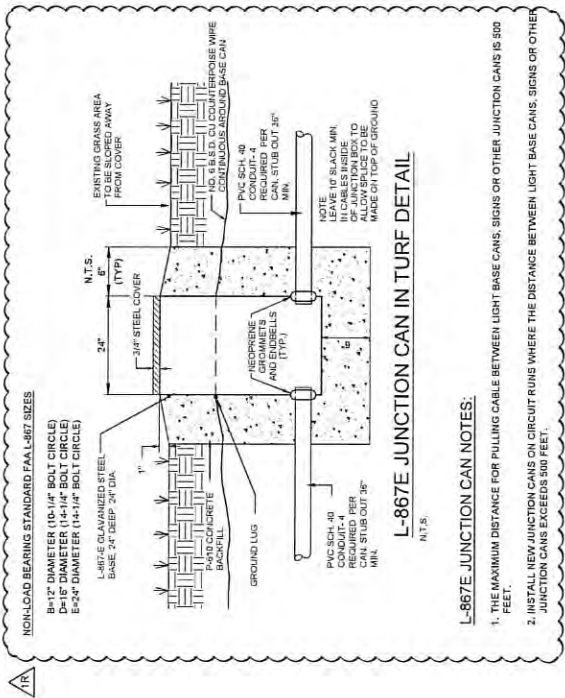


NOTE

CABLE TAGS SHALL BE INSTALLED WITH THE CABLE ENDING IN THE CABLE BOX. TAGS SHALL BE IDENTIFIED TO EACH CABLE INSIDE ALL NEW AND EXISTING PULL BOXES WITHIN THE PROJECT SCOPE. COST OF TAGS IS INCIDENTAL TO THE CABLE.

TYPICAL CABLE TAG DETAIL

N.T.S.

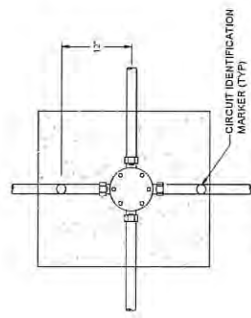


L-867E JUNCTION CAN IN TURF DETAIL

N.T.S.

L-867E JUNCTION CAN NOTES:

1. THE MAXIMUM DISTANCE FOR PULLING CABLE BETWEEN LIGHT BASE CANS, SIGNS OR OTHER JUNCTION CANS IS 500 FEET.
2. INSTALL NEW JUNCTION CANS ON CIRCUIT RUNS WHERE THE DISTANCE BETWEEN LIGHT BASE CANS, SIGNS OR OTHER JUNCTION CANS EXCEEDS 500 FEET.



PLAN VIEW

N.T.S.

KEY MAP

NO.	DATE	DESCRIPTION
1	11/13/19	ISSUED FOR CONSTRUCTION
2	06/20/20	REVISED
3	06/20/20	REVISED
4	06/20/20	REVISED
5	06/20/20	REVISED
6	06/20/20	REVISED
7	06/20/20	REVISED
8	06/20/20	REVISED
9	06/20/20	REVISED
10	06/20/20	REVISED

From: Todd Zimmerman
Sent: Tuesday, January 28, 2020 11:48 AM
To: JOHN PLUSWICK; Daniel Doyle
Cc: Danielle Priest; Paul Zimmerman; Gary Warner; Rick Dardas
Subject: RE: AVO Realign and Extend TWY F ESI #1R required time extension

John,

The changes in the electrical plans are a result of a field meeting held 1/9/2020 with Amherst, Dickerson and AIS (electrical sub) after AIS performed the investigative work it did on their first day (1/8). On 1/9 (1 day to resolve), we gave a verbal to proceed with the separation of the low and high voltage at that time with a formal change to follow, which has since been refined upon receipt of AIS' additional costs.

As a result of ESI 1R, the additional scope is limited to scope associated with the high/low voltage segregation. The low voltage includes relocation of the existing junction cans, if possible, which we understand that isn't a plausible solution based on existing conditions. We included the number of additional cans needed in ESI 1R if that were the case, so we're covered there.

With the original project, there are enough cans in future phases to use those for the added cans in Phase 1A while the others are being procured, so we can't justify additional time requested for these materials. The other materials needed are short lead items.

During the 1/9 meeting, we also discussed rerouting the low and high voltage and length of time it would take. The group concluded it would take approximately 4 days for that work. Considering this, we'd be okay with an additional 5 working days (or 7 calendar days) reflected in ESI 1R.

However, we've also removed scope from the contracted work with the elimination of one regulator and combining the TWY F and G circuits, which must be considered. We've also eliminated the bars on the MES detail, which should be considered.

In the end, we feel we have ample time to complete the project with the overall contract times as contracted and are not inclined to grant additional days at this time as requested.

Feel free to call me on my cell ([321-228-1067](tel:321-228-1067)) if you want to discuss this further.

Thanks,

PS. On a side note, during the 1/9 meeting we requested that AIS provide a ROM estimate to effectively double the size of the vault due to the inadequate space in the existing vault. Please follow up on that and get back with us.

Todd N. Zimmerman, P.E.
President



From: JOHN PLUSWICK [mailto:JPLUSWICK@DFIFL.com]

Sent: Thursday, January 23, 2020 8:58 AM

To: Daniel Doyle

Cc: Danielle Priest; Paul Zimmerman; Todd Zimmerman; Gary Warner; Rick Dardas

Subject: AVO Realign and Extend TWY F ESI #1R required time extension

Daniel,

We are still requesting 4 weeks of additional contract time associated with the changes in electrical plans. This covers the delay encountered so far, and the lead time for changes in the materials.

Thank you,

John L. Pluswick

Project Manager

Dickerson Florida, Inc.

P.O. Box 910

Ft. Pierce, FL 34954-0910

Office 772-429-4464

Cell 772-370-5268

From: Daniel Doyle <Daniel.Doyle@Amherst-Consulting.com>

Sent: Wednesday, January 22, 2020 6:46 PM

To: JOHN PLUSWICK <JPLUSWICK@DFIFL.com>

Cc: Danielle Priest <Danielle.Priest@amherst-consulting.com>; Paul Zimmerman <Paul.Zimmerman@amherst-consulting.com>; Todd Zimmerman <Todd.Zimmerman@Amherst-Consulting.com>; Gary Warner <Gary.Warner@Amherst-Consulting.com>

Subject: AVO Realign and Extend TWY F ESI #1R

John,

Please see ESI #1R, which replaces ESI #1. I have also attached a copy of your original proposal with edits made corresponding to ESI #1R. Please let us know if you have any questions or concerns.

Thank you,

Daniel Doyle, E.I.

Project Engineer



2300 Maitland Center Parkway, Suite 106

Maitland, Florida 32751

O 407.790.7397 **F** 407.790.7618

amherst-consulting.com

EXHIBIT B
to
CHANGE ORDER NO. 1

REALIGN & EXTEND TAXIWAY F

at the
AVON PARK EXECUTIVE AIRPORT

FAA AIP NO. 3-12-0004-019-2019
FDOT FM NO. 446304-1-94-01
CITY OF AVON PARK Bid Number 19-06

Reference is made to the following for each of the items affected by this change order for the changes described in Exhibit A.

CHANGE ORDER NO. 1
 Project: REALIGN & EXTEND TAXIWAY F
 Airport: AVON PARK EXECUTIVE AIRPORT
 Owner: CITY OF AVON PARK
 AIP No: 3-12-0004-019-2019
 FM No.: 446304-1-94-01
 C.O.A. Bid No.: 19-06
 Date: FEBRUARY 7, 2020

BID SCHEDULE A								
Item	Spec. No.	Description	Unit	Orig. Qty	ESI #1R Qty	Rev. Qty	Unit Price	This Change Order Total
1	GP-105-1	MOBILIZATION	LS	1		1	\$103,500.00	\$0.00
2	SP-14-1	RESIDENT PROJECT REPRESENTATIVE OFFICE	DAY	112		112	\$150.00	\$0.00
3	P-102-5.1	TRAFFIC CONTROL	LS	1		1	\$25,000.00	\$0.00
4	P-103-5.1	ASPHALTIC PAVEMENT REMOVAL (SURFACE AND BASE)	SY	4400		4400	\$5.00	\$0.00
5	P-103-5.2	CONCRETE PAVEMENT REMOVAL	SY	225		225	\$20.00	\$0.00
6	P-103-5.5	MISCELLANEOUS/INCIDENTAL DEMOLITION	LS	1		1	\$15,000.00	\$0.00
7	P-152-4.1	UNCLASSIFIED EXCAVATION	CY	6000		6000	\$3.00	\$0.00
8	P-152-4.2	BORROW EXCAVATION (RELATED TO UNSUITABLE)	CY	500		500	\$15.00	\$0.00
9	P-152-4.3	UNSUITABLE EXCAVATION	CY	500		500	\$10.00	\$0.00
10	P-156-5.1	TEMPORARY ENVIRONMENTAL CONTROLS	LS	1		1	\$5,000.00	\$0.00
11	P-211-5.1	LIMEROCK BASE COURSE (6" THICK) LBR=100	SY	8150		8150	\$24.00	\$0.00
12	P-401-8.1	BITUMINOUS SURFACE COURSE	TON	1850		1850	\$225.00	\$0.00
13	P-602-5.1	BITUMINOUS PRIME COAT	GAL	2500		2500	\$0.01	\$0.00
14	P-603-5.1	BITUMINOUS TACK COAT	GAL	825		825	\$0.01	\$0.00
15	P-620-5.2	RUNWAY AND TAXIWAY PAINTING, YELLOW REFLECTIVE	SF	1600		1600	\$1.50	\$0.00
16	P-620-5.3	RUNWAY AND TAXIWAY PAINTING, BLACK NON-REFLECTIVE	SF	3200		3200	\$1.50	\$0.00
17	T-904-5.1	SODDING (ARGENTINE BAHIA)	SY	22450		22450	\$2.50	\$0.00
18	430-175-124	PIPE CULVERT, CONCRETE, CLASS IV, ELLIPTICAL, 12"x18"	LF	454		454	\$65.00	\$0.00
19	430-982-133	MITERED END SECTION, CONCRETE, ELLIPTICAL, 12"x18" CD	EA	8		8	\$2,500.00	\$0.00
20	PLANS	CONCRETE SPILLWAY	LS	1		1	\$3,000.00	\$0.00
21	PLANS	CONCRETE SWALE - 160 LF	LF	160		160	\$90.00	\$0.00
22	L-108-5.1	L-824, 1/C, NO. 8, TYPE "C", STRANDED COPPER, 5 KV, CABLE INCLUDING L-823 CONNECTORS INSTALLED IN	LF	10750	330	11080	\$2.00	\$660.00
23	L-108-5.2	#6 BARE COPPER COUNTERPOISE WIRE INSTALLED IN TRENCH OR DUCT INCLUDING GROUND RODS AND	LF	4200	350	4550	\$2.00	\$700.00
24	L-108-5.3	EXISTING RUNWAY 5-23 AND 10-28 CIRCUIT MODIFICATION (INCLUDING SIGN CONNECTION, AND	EA	6		6	\$600.00	\$0.00
25	L-108-5.4	ELECTRICAL DEMOLITION	LS	1		1	\$10,000.00	\$0.00
25.a	L-108-5.5	L-824, 1/C, NO. 8, TYPE "C", STRANDED COPPER, 600 V, CABLE INCLUDING L-823 CONNECTORS INSTALLED IN	LF		4200	4200	\$1.70	\$7,140.00
26	L-110-5.1	2-WAY 4" CONCRETE ENCASED DUCTBANK	LF	350		350	\$50.00	\$0.00
27	L-110-5.2	1-WAY 2" PVC SCHEDULE 40 CONDUIT, INCL. TRENCH	LF	5500	(160)	5340	\$7.00	-\$1,120.00
28	L-125-5.1	INSTALL NEW INCANDESCENT ELEVATED MEDIUM INTENSITY L-8671 RUNWAY EDGE LIGHT ON L-867	EA	2		2	\$1,600.00	\$0.00
29	L-125-5.2	L-861T LED TAXIWAY EDGE LIGHT (BLUE UV RESISTANT LENS, OMNIDIRECTIONAL), MOUNT NEW LED FIXTURE	EA	55		55	\$1,600.00	\$0.00
30	L-125-5.3	L-867E JUNCTION CAN IN TURF INCLUDING ALL DUCT CONNECTIONS	EA	12	3	15	\$1,900.00	\$5,700.00
31	L-125-5.4	SPARE PARTS (MUST EQUAL 10% OF THE VALUE OF THE SUM TOTAL OF LIGHT AND SIGN AND REGULATOR	LS	1		1	\$7,400.00	\$0.00
32	L-126-9.1	L-858 Y/R/L SINGLE OR DOUBLE FACE (1 MODULE) LED SIGN, POWER CORDSET THROUGH SIDE OF SIGN	EA	3		3	\$5,500.00	\$0.00
33	L-126-9.2	L-858 Y/R/L SINGLE OR DOUBLE FACE (2 MODULE) LED SIGN, POWER CORDSET THROUGH SIDE OF SIGN	EA	3		3	\$7,300.00	\$0.00
34	L-126-9.3	L-858 Y/R/L SINGLE OR DOUBLE FACE (3 MODULE) LED SIGN, POWER CORDSET THROUGH SIDE OF SIGN	EA	1		1	\$8,500.00	\$0.00
35	L-109-5.1	MODIFY EXISTING AIRFIELD ELECTRICAL VAULT AND ELECTRICAL DISTRIBUTION SYSTEM, COMPLETE	LS	1		1	\$5,000.00	\$0.00
36	L-109-5.2	NEW 4.0KW FERRORESONANT, AIR COOLED, CONSTANT CURRENT REGULATOR, INSTALLED	EA	2	(1)	1	\$14,000.00	-\$14,000.00
TOTAL THIS CHANGE ORDER								\$ (920.00)

From: [Danielle Phillips](#)
To: [JOHN PLUSWICK](#); [Danielle Priest](#); [Todd Zimmerman](#)
Cc: [Paul Zimmerman](#); [RAY SHELTRA](#); [J. O'Connor](#); [LARRY DALE](#); [Wes Teel](#)
Subject: RE: Avon park TWY F Schedule Recovery
Date: Thursday, March 26, 2020 2:14:12 PM
Attachments: [image001.png](#)
[image002.png](#)

John,

The City agrees with Amherst's comments. No additional days other than the recommended 7 days for the force main delay will be granted.

With the current crisis of Covid-19, we understand there may be some issues that may arise and impact this project. We hope all are staying safe and following the CDC guidelines. If there are delays from Dickerson, subcontractors, or suppliers due to the Covid-19 crisis, Dickerson will need to provide evidence to justify the delays caused by Covid-19. Please submit your justification to the City and Amherst for review for project extension consideration.

The new substantial completion date will be May 3, 2020.

Thank you,

Danielle Phillips

City Of Avon Park

Finance Coordinator
Interim Airport Manager
Police Dept. Records Custodian
110 E Main St
Avon Park, FL 33825
863-452-4409
dphillips@avonpark.cc

From: JOHN PLUSWICK <JPLUSWICK@DFIFL.com>
Sent: Thursday, March 26, 2020 12:10 PM
To: Danielle Priest <Danielle.Priest@amherst-consulting.com>; Todd Zimmerman <Todd.Zimmerman@Amherst-Consulting.com>
Cc: Danielle Phillips <dphillips@avonpark.cc>; Paul Zimmerman <Paul.Zimmerman@amherst-consulting.com>; RAY SHELTRA <RSHELTRA@DFIFL.com>; J. O'Connor <JOConnor@DFIFL.com>; LARRY DALE <LDALE@DFIFL.com>; Wes Teel <Wes.Teel@Amherst-Consulting.com>
Subject: RE: Avon park TWY F Schedule Recovery

Danielle,

We reviewed your comments to our email that are shown in red, and respectfully disagree. The 45 days that we requested are justifiable per the reasons that were stated. Please accept this as our notice of intent to file claim for the additional time.

Thank You,

John L. Pluswick
Project Manager
Dickerson Florida, Inc.
P.O. Box 910
Ft. Pierce, FL 34954-0910
Office 772-429-4464
Cell 772-370-5268

From: Danielle Priest <Danielle.Priest@amherst-consulting.com>
Sent: Thursday, March 26, 2020 8:01 AM
To: JOHN PLUSWICK <JPLUSWICK@DFIFL.com>; Todd Zimmerman <Todd.Zimmerman@Amherst-Consulting.com>
Cc: Danielle Phillips <dphillips@avonpark.cc>; Paul Zimmerman <Paul.Zimmerman@amherst-consulting.com>; RAY SHELTRA <RSHELTRA@DFIFL.com>; J. O'Connor <JOConnor@DFIFL.com>; LARRY DALE <LDALE@DFIFL.com>; Wes Teel <Wes.Teel@Amherst-Consulting.com>
Subject: RE: Avon park TWY F Schedule Recovery

Amherst comments are below in red.

Thank you

Danielle Priest
Director of Operations



2300 Maitland Center Parkway, Suite 106
Maitland, Florida 32751
O 407.790.7397 x:1210 F 407.790.7618
C 772.713.0710
amherst-consulting.com

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From: JOHN PLUSWICK <JPLUSWICK@DFIFL.com>
Sent: Tuesday, March 24, 2020 2:51 PM

To: Todd Zimmerman <Todd.Zimmerman@Amherst-Consulting.com>

Cc: Danielle Priest <Danielle.Priest@amherst-consulting.com>; Danielle Phillips <dphillips@avonpark.cc>; Paul Zimmerman <Paul.Zimmerman@amherst-consulting.com>; RAY SHELTRA <RSHELTRA@DFIFL.com>; J. O'Connor <JOConnor@DFIFL.com>; LARRY DALE <LDALE@DFIFL.com>

Subject: Avon park TWY F Schedule Recovery

Todd,

We understand that we are currently behind schedule of meeting the contract substantial completion date of April 26, 2020. I ran a CPM schedule update through today (attached), and we are currently 45 calendar days behind schedule. Our thoughts are that the revised substantial completion date of June 10, 2020 is more realistic for the amount of work remaining. The original timeframe of 112 days was extremely aggressive for this project; and while technically possible, it did not allow time for any delays, unforeseen site conditions, field changes, material availability issues or redesigns. **Amherst can justify an additional 7 days, new substantial completion date is May 3, 2020.**

As you know, we have encountered multiple issues that had to be worked through as a team on this project:

- Redesign of Phase 1 electrical layout, completed 17 days after Phase 1 start date. – **Amherst has already rejected this time extension under Change Order 1. No additional time granted.**
- Long lead time for electrical light fixture cans on Phase 1 – ordered on 12/12/19, shipment received on 2/17/20; which was the approximate 60 day, industry standard lead time required. – **Amherst has already rejected this time extension under Change Order 1. No additional time granted.**
- 5 day delay in Phase 1 paving start due to rainy weather conditions. – **Amherst cannot justify these days - Delay was due to electric subcontractor and site was not ready for paving.**
- Recalculation of grades for layout, with coordination required between our surveyor and the Amherst office. – **Amherst would consider these to be normal in field coordination. – No additional days needed.**
- Layout of electrical items was not provided, and was calculated and coordinated between our surveyor and the Amherst office. The amount of unforeseen office work required by our surveyor was approximately 3 days total. **Amherst cannot justify these days, we responded to these verbally same day.**
- The existing force main in Phase 1A took one week by Avon Park to locate, and caused a delay in the excavation of the pond and installation of drainage D-1 to D-2. **Amherst can justify these additional days due to unforeseen circumstances in the field.**
- Drainage D-1 to D-2 was designed with 0.8' cover to the finished asphalt grade. Field direction is to provide a base rock culvert encasement, after the pipe and backfill was completed. This re-work will take approximately 1 week. – **Amherst determined this was not needed, construct as designed.**

- There is a possible issue with the haul route that will be used to complete Phase 1A: Phase 1 is complete and will require running trucks over the completed product. The solution to this issue is unresolved. Amherst onsite staff are working on this with field personal. No delay

I agree that we are having difficulty keeping the desired amount labor onsite to assist with Jared and his crew. However, we cannot add additional crews or equipment to the project; there is simply not enough room. We are already working under the tight space requirements required by the phasing, and have the most amount of equipment onsite that space will allow. This week, we lost some of our labor due to the Covid-19 situation. Many companies are working under reduced hours, and some are even doing temporary shutdowns for quarantine purposes. At this time, we do not plan any shutdowns, but we may have an issue with some of our subcontractors and suppliers. Being that the Covid-19 situation is constantly evolving, it is too early to know what the total impact will be. As of right now the Covid-19 is not causing any closures. In the event that happens the City and Amherst will look at the impacts to this project and delays. Please provided evidence that Dickerson, its subcontractors or suppliers are currently experiencing delays due to Covid-19. These will be reviewed and justified as needed for project extensions.

Moving forward, Dickerson will make every effort possible to gain time and provide recovery to the schedule. We look forward to working through any additional project related issues with Amherst as a team, to provide Avon Park with the best finished product possible. We do respectfully ask for consideration on adding the additional time necessary to complete this work. At our progress meeting yesterday, it was discussed that our current work efforts are not causing any operational inconveniences to the airport. We will continue to make operational safety a priority, along with expediting the project's completion.

Thank You,

John L. Pluswick
Project Manager
Dickerson Florida, Inc.
P.O. Box 910
Ft. Pierce, FL 34954-0910
Office 772-429-4464
Cell 772-370-5268

From: Todd Zimmerman <Todd.Zimmerman@Amherst-Consulting.com>

Sent: Friday, March 20, 2020 4:04 PM

To: JOHN PLUSWICK <JPLUSWICK@DFIFL.com>

Cc: Danielle Priest <Danielle.Priest@amherst-consulting.com>; Paul Zimmerman <Paul.Zimmerman@amherst-consulting.com>

Subject: AVO TWY F Schedule

Importance: High

John,

This coming Monday is Day 77 of 112. We're concerned and we look forward to receiving your recovery plan. Part of the challenge we've observed is prosecution and progress – there's insufficient resources to achieve the progress needed.

Let's discuss during Monday's JCM.

Todd N. Zimmerman, P.E.

President



2300 Maitland Center Parkway, Suite 106
Maitland, Florida 32751

O 407.790.7397 **F** 407.790.7618

M 321.228.1067

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ExchangeDefender Message Security: [Check Authenticity](#)

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SECTION 1

CHANGE ORDER No. 2 (FINAL)

CHANGE ORDER NO. 2 (FINAL)

OWNER: City of Avon Park
OWNER'S ADDRESS: City of Avon Park, 110 E. Main Street, Avon Park, FL 33825
PROJECT NO.: FAA AIP No. 3-12-0004-019-2019; FDOT FM No. 446304-1-94-01; City Bid No. 19-06
CONTRACTOR: Dickerson Florida, Inc.
ADDRESS OF CONTRACTOR: PO Box 910, Fort Pierce, FL 34954
CONTRACT DESCRIPTION: Realign & Extend Taxiway F
CONTRACT DATE: November 13, 2019
CHANGE ORDER DATE: October 10, 2020

NO WORK COVERED BY THIS CHANGE ORDER (AS APPLICABLE) MAY PROCEED UNTIL CONTRACTOR IS IN RECEIPT OF AN ORIGINAL FULLY EXECUTED BY THE CONTRACTOR, THE OWNER, (THE FAA AND/OR THE FDOT, AS APPLICABLE) AND THE ENGINEER. THE CONTRACTOR SHALL INDICATE HIS CONCURRENCE WITH THIS CHANGE BY EXECUTING ALL ORIGINALS AND RETURNING THEM TO THE OFFICE OF ORIGINATION WITHIN SEVEN (7) CALENDAR DAYS OF THE DATE OF TRANSMITTAL. THIS CHANGE WILL INCREASE OR DECREASE THE CONTRACT AMOUNT AND TIME TO COMPLETE AS SHOWN BELOW. THE GENERAL, SUPPLEMENTARY AND OTHER CONDITIONS OF THE CONTRACT SHALL APPLY TO THIS CHANGE ORDER UNLESS EXPRESSLY MODIFIED BY THIS CHANGE ORDER.

BRIEF DESCRIPTION OF CHANGE:

1. All work to Realign and Extend Taxiway F has been completed.
This Change Order addresses FINAL QUANTITIES and provides for a FINAL QUANTITY ADJUSTMENT and FINAL REVISED TOTAL CONTRACT PRICE.

2. SEE ATTACHED Exhibit A/FINAL QUANTITY ADJUSTMENT.

ADJUSTED CALENDAR DAYS CONTRACT TIME:

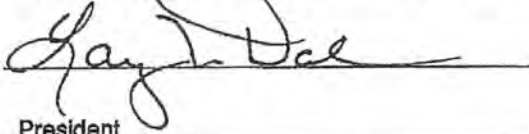
ORIGINAL: 112
TO DATE: 112
THIS C.O. 7
TOTAL: 119
NOTICE TO PROCEED DATE: January 6, 2020

ORIGINAL TOTAL CONTRACT PRICE	\$ 1,265,218.25
APPROVED NET ADDITIONS TO CONTRACT TO DATE	\$ 0.00
APPROVED NET DELETIONS TO CONTRACT TO DATE	\$ (920.00)
TOTAL CONTRACT PRICE TO DATE	\$ 1,264,298.25
NET AMOUNT OF THIS CHANGE ORDER: ADD DELETE X	\$ (53,403.76)
FINAL REVISED TOTAL CONTRACT PRICE	\$ 1,210,894.49
PERCENTAGE THIS CHANGE OF ORIG. CONTRACT PRICE:	(4.22%)

CONTRACTOR ACKNOWLEDGES, BY ITS EXECUTION AND ACCEPTANCE OF THIS CHANGE ORDER, THAT THE ADJUSTMENTS (AS APPLICABLE) IN CONTRACT PRICE AND TIME SHOWN HEREON CONSTITUTE FULL AND COMPLETE COMPENSATION AND SATISFACTION FOR ALL COSTS AND MODIFICATIONS OF PERFORMANCE TIME INCURRED BY THE CONTRACTOR AS A RESULT OF THIS CHANGE ORDER. NO OTHER CLAIM FOR INCREASED COST OF PERFORMANCE OR MODIFICATIONS OF TIME WILL BE GRANTED BY THE OWNER FOR THE WORK COVERED BY THIS CHANGE ORDER. THE CONTRACTOR HEREBY WAIVES AND RELEASES ANY FURTHER CLAIMS FOR COST OR TIME AGAINST THE OWNER ARISING FROM OR RELATING TO THE MATTERS OR WORK SET FORTH OR CONTEMPLATED BY THIS CHANGE ORDER.

CONTRACTOR'S ACCEPTANCE - DICKERSON FLORIDA, INC

BY:



TITLE: President

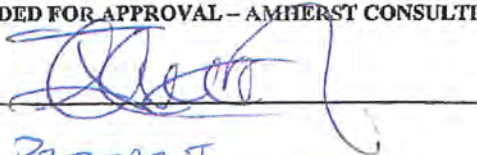
DATE: October 15, 2020

ATTEST:



RECOMMENDED FOR APPROVAL - AMHERST CONSULTING

BY:



TITLE: President

DATE: 11/02/2020

APPROVED: FEDERAL AVIATION ADMINISTRATION

BY:

TITLE:

DATE:

APPROVED: FLORIDA DEPARTMENT OF TRANSPORTATION

BY:

TITLE:

DATE:

APPROVED: CITY OF AVON PARK - AVON PARK EXECUTIVE AIRPORT

BY:



TITLE: Mayor

DATE: 11/09/2020

EXHIBIT A
to
CHANGE ORDER NO. 2 (FINAL)
REALIGN & EXTEND TAXIWAY F
at the
AVON PARK EXECUTIVE AIRPORT
FAA AIP NO. 3-12-0004-019-2019
FDOT FM NO. 446304-1-94-01
CITY OF AVON PARK Bid Number 19-06

There is One (1) item contained in this Change Order as follows:

ITEM 1: **Final Adjustments of Quantities – See Attached**

This item balances the final as-built quantities and indicates there is no work remaining on the project.

EXHIBIT B
to
CHANGE ORDER NO. 2 (FINAL)
REALIGN & EXTEND TAXIWAY F
at the
AVON PARK EXECUTIVE AIRPORT
FAA AIP NO. 3-12-0004-019-2019
FDOT FM NO. 446304-1-94-01
CITY OF AVON PARK Bid Number 19-06

Reference is made to the following for each of the items affected by this change order for the changes described in Exhibit A.

CHANGE ORDER NO. 2 (FINAL)
 Project: EXTEND & REALIGN TAXIWAY F
 Airport: AVON PARK EXECUTIVE AIRPORT
 Owner: CITY OF AVON PARK
 Date Prepared: SEPT 14, 2020
 AIP No.: 3-12-0004-019-2019
 FM No.: 446304-1-94-01
 City of Avon Park Bid No. 19-06

BID SCHEDULE A - AIP ELIGIBLE													
Item	Spec. No.	Description	Unit	Estimated Quantity	CO 1	CO 2 (FINAL)	FINAL QUANTITY (Includes Previous Change Orders)	ORIGINAL CONTRACT		FINAL CONTRACT AFTER THIS CO			
1	GP-105-1	MOBILIZATION	LS	1		0	1	Unit Price	Extension	Unit Price	Extension		
								\$103,500.00	\$ 103,500.00	\$ 103,500.00	\$ 103,500.00		
2	SP-14-1	RESIDENT PROJECT REPRESENTATIVE OFFICE	DAY	112		0	112	\$150.00	\$ 16,800.00	\$ 150.00	\$ 16,800.00		
3	P-102-5.1	TRAFFIC CONTROL	LS	1		0	1	\$25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00		
4	P-103-5.1	ASPHALTIC PAVEMENT REMOVAL (SURFACE AND BASE)	SY	4,400		0	4,400	\$5.00	\$ 22,000.00	\$ 5.00	\$ 22,000.00		
5	P-102-5.2	CONCRETE PAVEMENT REMOVAL	SY	225		0	225	\$20.00	\$ 4,500.00	\$ 20.00	\$ 4,500.00		
6	P-102-5.5	MISCELLANEOUS/INCIDENTAL DEMOLITION	LS	1		0	1	\$15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00		
7	P-152-4.1	UNCLASSIFIED EXCAVATION	CY	6,000		0	6,000	\$3.00	\$ 18,000.00	\$ 3.00	\$ 18,000.00		
8	P-152-4.2	BORROW EXCAVATION (RELATED TO UNSUITABLE)	CY	500		(500)	0	\$15.00	\$ 7,500.00	\$ 15.00	\$ -		
9	P-152-4.3	UNSUITABLE EXCAVATION	CY	500		(500)	0	\$10.00	\$ 5,000.00	\$ 10.00	\$ -		
10	P-152-5.1	TEMPORARY ENVIRONMENTAL CONTROLS	LS	1		0	1	\$5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00		
11	P-211-5.1	LIMEROCK BASE COURSE (6" THICK) LBR=100	SY	8,150		0.0	8,150	\$24.00	\$ 195,600.00	\$ 24.00	\$ 195,600.00		
12	P-401-8.1	BITUMINOUS SURFACE COURSE	TON	1,850		(73.1)	1,776.9	\$225.00	\$ 416,250.00	\$ 225.00	\$ 399,802.50		
12a	P-401-8.1	LOT 3 PAY FACTOR	LS	0		1	1	(325,045.71)	\$ -	(25,045.71)	\$ (25,045.71)		
13	P-602-5.1	BITUMINOUS PRIME COAT	GAL	2,500		(2,130)	370	\$0.01	\$ 25.00	\$ 0.01	\$ 3.70		
14	P-603-5.1	BITUMINOUS TACK COAT	GAL	825		(825)	0	\$0.01	\$ 8.25	\$ 0.01	\$ -		
15	P-620-5.2	RUNWAY AND TAXIWAY PAINTING, YELLOW REFLECTIVE	SF	1,600		0	1,600	\$1.50	\$ 2,400.00	\$ 1.50	\$ 2,400.00		
16	P-620-5.3	RUNWAY AND TAXIWAY PAINTING, BLACK NON-REFLECTIVE	SF	3,200		0	3,200	\$1.50	\$ 4,800.00	\$ 1.50	\$ 4,800.00		
17	T-904-5.1	SODDING (ARGENTINE BAHIA)	SY	22,450		0	22,450	\$2.50	\$ 56,125.00	\$ 2.50	\$ 56,125.00		
18	430-175-124	PIPE CULVERT, CONCRETE, CLASS IV, ELLIPTICAL, 12"x18"	LF	454		0	454	\$65.00	\$ 29,510.00	\$ 65.00	\$ 29,510.00		
19	430-982-133	MITERED END SECTION, CONCRETE, ELLIPTICAL, 12"x18" CD	EA	8		0	8	\$2,500.00	\$ 20,000.00	\$ 2,500.00	\$ 20,000.00		
20	PLANS	CONCRETE SPILLWAY	LS	1		0	1	\$3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00		
21	PLANS	CONCRETE SWALE - 160 LF	LF	160		0	160	\$90.00	\$ 14,400.00	\$ 90.00	\$ 14,400.00		

CHANGE ORDER NO. 2 (FINAL)
 Project: EXTEND & REALIGN TAXIWAY F
 Airport: AVON PARK EXECUTIVE AIRPORT
 Owner: CITY OF AVON PARK
 Date Prepared: SEPT 14, 2020
 AIP No: 3-12-0004-019-2019
 FM No.: 446304-1-94-01
 City of Avon Park Bid No. 19-06

22	L-108-5.1	L-824, 1/4" NO. 8, TYPE "C", STRANDED COPPER, 5 KV, CABLE INCLUDING L-823 CONNECTORS INSTALLED IN DUCT OR CONDUIT	LF	10750	330	0	0	11,080	\$2,000	\$	21,500.00	\$	2.00	\$	22,160.00
23	L-108-5.2	#6 BARE COPPER COUNTERPOISE WIRE INSTALLED IN TRENCH OR DUCT INCLUDING GROUND RODS AND GROUND CONNECTORS, INCL. TRENCH	LF	4200	350	0	0	4,550	\$2,000	\$	8,400.00	\$	2.00	\$	9,100.00
24	L-108-5.3	EXISTING RUNWAY 5-23 AND 10-28 CIRCUIT MODIFICATION (INCLUDING SIGN CONNECTION, AND SPlicing CONDUCTORS)	EA	6		0	0	6	\$600.00	\$	3,600.00	\$	600.00	\$	3,600.00
25	L-108-5.4	ELECTRICAL DEMOLITION	LS	1		0	0	1	\$10,000.00	\$	10,000.00	\$	10,000.00	\$	10,000.00
25a	L-108-5.5	L-824, 1/4" NO. 8, TYPE "C", STRANDED COPPER, 800 KV, CABLE INCLUDING L-823 CONNECTORS INSTALLED IN DUCT OR CONDUIT	LS	0	4200	0	0	4,200	\$1,170	\$	-	\$	1,170	\$	7,140.00
26	L-110-5.1	2-WAY 4" CONCRETE ENCASED DUCT/BANK	LF	350		0	0	350	\$50.00	\$	17,500.00	\$	50.00	\$	17,500.00
27	L-110-5.2	1-WAY 2" PVC SCHEDULE 40 CONDUIT, INCL. TRENCH	LF	5500	(160)	0	0	5,657	\$7.00	\$	38,500.00	\$	7.00	\$	39,559.00
28	L-125-5.1	INSTALL NEW INCANDESCENT ELEVATED MEDIUM INTENSITY L-8671 RUNWAY EDGE LIGHT ON L-867 CONCRETE BASE CAN, BI-DIRECTIONAL, YELLOW AND WHITE LENS, INCLUDING CONNECTION TO EXISTING CIRCUIT	EA	2		(1)	0	1	\$1,800.00	\$	3,200.00	\$	1,800.00	\$	1,600.00
29	L-125-5.2	L-861T LED TAXIWAY EDGE LIGHT (BLUE UV RESISTANT LENS, OMNIDIRECTIONAL), MOUNT NEW LED FIXTURE INCLUDING ALL PARTS NECESSARY USING FRANGIBLE COUPLING AND NEW L-867B BASE	EA	55		0	0	55	\$1,800.00	\$	88,000.00	\$	1,600.00	\$	88,000.00
30	L-125-5.3	L-867E JUNCTION CAN IN TURF INCLUDING ALL DUCT CONNECTIONS	EA	12	3	0	0	15	\$1,900.00	\$	22,800.00	\$	1,900.00	\$	28,500.00
31	L-125-5.4	SPARE PARTS, MUST EQUAL 10% OF THE VALUE OF THE SUM TOTAL OF LIGHT AND SIGN AND REGULATOR PAY ITEMS	LS	1		0	0	1	\$7,400.00	\$	7,400.00	\$	7,400.00	\$	7,400.00
32	L-126-9.1	L-858 YRIL SINGLE OR DOUBLE FACE (1 MODULE) LED SIGN, POWER CORDSET THROUGH SIDE OF SIGN, MOUNTED ON EXISTING CONCRETE BASE W/ NEW LEGEND PANELS	EA	3		0	0	3	\$5,500.00	\$	16,500.00	\$	5,500.00	\$	16,500.00
33	L-126-9.2	L-858 YRIL SINGLE OR DOUBLE FACE (2 MODULE) LED SIGN, POWER CORDSET THROUGH SIDE OF SIGN, MOUNTED ON EXISTING CONCRETE BASE W/ NEW LEGEND PANELS, COMPLETE	EA	3		0	0	3	\$7,300.00	\$	21,900.00	\$	7,300.00	\$	21,900.00
34	L-126-9.3	L-858 YRIL SINGLE OR DOUBLE FACE (3 MODULE) LED SIGN, POWER CORDSET THROUGH SIDE OF SIGN, MOUNTED ON EXISTING CONCRETE BASE W/ NEW LEGEND PANELS, COMPLETE	EA	1		0	0	1	\$8,500.00	\$	8,500.00	\$	8,500.00	\$	8,500.00
35	L-108-5.1	MODIFY EXISTING AIRFIELD ELECTRICAL VAULT AND ELECTRICAL DISTRIBUTION SYSTEM, COMPLETE	LS	1		0	0	1	\$5,000.00	\$	5,000.00	\$	5,000.00	\$	5,000.00
36	L-108-5.2	NEW 4.0KW FERRORESONANT, AIR COOLED, CONSTANT CURRENT REGULATOR, INSTALLED COMPLETE	EA	2	(1)	0	0	1	\$14,000.00	\$	28,000.00	\$	14,000.00	\$	14,000.00
BID SCHEDULE A TOTAL										\$	1,265,218.25				
FINAL CHANGE ORDER TOTAL										\$	1,210,894.49				

**FINAL ADJUSTMENT OF
QUANTITIES
(OVER/UNDER 10%)**

REALIGN & EXTEND TAXIWAY F
DICKERSON FLORIDA, INC.

Item	Spec. No.	Description	Unit	Orig. or Rev. Qty.	FINAL Qty.	% Change	Explanation Over/Under 10%
BID SCHEDULE A (A/P)							
1	GP-105-1	MOBILIZATION	LS	1	1	0%	
2	SP-14-1	RESIDENT PROJECT REPRESENTATIVE OFFICE	DAY	112	112	0%	
3	P-102-5.1	TRAFFIC CONTROL	LS	1	1	0%	
4	P-103-5.1	ASPHALTIC PAVEMENT REMOVAL (SURFACE AND BASE)	SY	4,400	4,400	0%	
5	P-103-5.2	CONCRETE PAVEMENT REMOVAL	SY	225	225	0%	
6	P-103-5.5	MISCELLANEOUS/INCIDENTAL DEMOLITION	LS	1	1	0%	
7	P-152-4.1	UNCLASSIFIED EXCAVATION	CY	6,000	6,000	0%	
8	P-152-4.2	BORROW EXCAVATION (RELATED TO UNSUITABLE)	CY	500	0	-100%	No unsuitable material was encountered during construction and therefore did not require borrow material to replace what was excavated under pay item P-152-4.3 (Unsuitable Excavation).
9	P-152-4.3	UNSUITABLE EXCAVATION	CY	500	0	-100%	No unsuitable material was encountered during construction and therefore did not require removal under this pay item.
10	P-156-5.1	TEMPORARY ENVIRONMENTAL CONTROLS	LS	1	1	0%	
11	P-211-5.1	LIMEROCK BASE COURSE (6" THICK) LBR=100	SY	8,150	8,150	0%	
12	P-401-8.1	BITUMINOUS SURFACE COURSE	TON	1,850	1,776.9	-4%	
12a	P-401-8.1	LOT 3 PAY FACTOR	LS	0	1	100%	This new pay item accounts for an adjusted REDUCED PAYMENT for P-401 asphalt material installed under Lot 4 after applying the Percentage of Material Within Specification Limits (PWL) as per paragraph 401-8.1 PAYMENT and TABLE 6 - Price Adjustment Schedule (Adjustment = \$25,045.71)
13	P-602-5.1	BITUMINOUS PRIME COAT	GAL	2,500	370	-85%	Dickerson's unit bid price for prime coat was \$0.01 per gallon. The actual cost of the prime coat was included in the Bituminous Surface Course pay item (P-401-8.1). Dickerson expended the prime coat costs within the P-401-8.1 pay item and utilized 370 gallons under pay item P-602-5.1
14	P-603-5.1	BITUMINOUS TACK COAT	GAL	825	0	-100%	Dickerson's unit bid price for tack was \$0.01 per gallon. The actual cost of the tack was included in the Bituminous Surface Course pay item (P-401-8.1). Dickerson did not exceed the cost of tack within the pay item P-401-8.1 and therefore did not utilize any quantities within this pay item.
15	P-620-5.2	RUNWAY AND TAXIWAY PAINTING, YELLOW REFLECTIVE	SF	1,600	1,600	0%	
16	P-620-5.3	RUNWAY AND TAXIWAY PAINTING, BLACK NON-REFLECTIVE	SF	3,200	3,200	0%	
17	T-904-5.1	SODDING (ARGENTINE BAHIA)	SY	22,450	22,450	0%	
18	430-175-124	PIPE CULVERT, CONCRETE, CLASS IV, ELLIPTICAL, 12"x18"	LF	454	454	0%	
19	430-982-133	MITERED END SECTION, CONCRETE, ELLIPTICAL, 12"x18" CD	EA	8	8	0%	
20	PLANS	CONCRETE SPILLWAY	LS	1	1	0%	
21	PLANS	CONCRETE SWALE - 160LF	LF	160	160	0%	
22	L-108-5.1	L-824, 1/2" IN. 8 TYPE "C", STRANDED COPPER, 5 KV, CABLE INCLUDING L-823 CONNECTORS INSTALLED IN DUCT OR CONDUIT	LF	11,080	11,080	0%	
23	L-108-5.2	#6 BARE COPPER COUNTERPOISE WIRE INSTALLED IN TRENCH OR DUCT INCLUDING GROUND RODS AND GROUND CONNECTORS, INCL. TRENCH	LF	4,550	4,550	0%	

**FINAL ADJUSTMENT OF
QUANTITIES
(OVER/UNDER 10%)**

REALIGN & EXTEND TAXIWAY F
DICKERSON FLORIDA, INC.

Item	Spec. No.	Description	Unit	Orig. or Rev. Qty.	FINAL Qty.	% Change	Explanation Over/Under 10%
24	L-108-5.3	EXISTING RUNWAY 5-23 AND 10-28 CIRCUIT MODIFICATION (INCLUDING SIGN CONNECTION, AND SPLICING CONDUCTORS)	EA	6	6	0%	
25	L-108-5.4	ELECTRICAL DEMOLITION	LS	1	1	0%	
25a	L-108-5.5	L-824, 1/2", NO. 8, TYPE "C", STRANDED COPPER 600 KV, CABLE INCLUDING L-823 CONNECTORS INSTALLED IN DUCT OR CONDUIT	LS	4,200	4,200	0%	
26	L-110-5.1	2-WAY 4" CONCRETE ENCASED DUCT/BANK	LF	350	350	0%	
27	L-110-5.2	1-WAY 2" PVC SCHEDULE 40 CONDUIT, INCL. TRENCH	LF	5,340	5,657	6%	
28	L-125-5.1	INSTALL NEW INCANDESCENT ELEVATED MEDIUM INTENSITY L-867.1 RUNWAY EDGE LIGHT ON L-867 CONCRETE BASE CAN, BI-DIRECTIONAL, YELLOW AND WHITE LENS, INCLUDING CONNECTION TO EXISTING CIRCUIT	EA	2	1	-50%	As part of the FAA's Runway Incursion Mitigation program, this pay item replaced flush mounted runway edge lights with elevated in conjunction with removal of a taxiway connector. However, it was determined in the field that only one (1) light required replacement.
29	L-125-5.2	L-867T LED TAXIWAY EDGE LIGHT (BLUE UV RESISTANT LENS, OMNIDIRECTIONAL), MOUNT NEW LED FIXTURE INCLUDING ALL PARTS NECESSARY USING FRANGIBLE COUPLING AND NEW L-867B BASE	EA	55	55	0%	
30	L-125-5.3	L-867E JUNCTION CAN IN TURF INCLUDING ALL DUCT CONNECTIONS	EA	15	15	0%	
31	L-125-5.4	SPARE PARTS (MUST EQUAL 10% OF THE VALUE OF THE SUM TOTAL OF LIGHT AND SIGN AND REGULATOR PAY ITEMS)	LS	1	1	0%	
32	L-126-9.1	L-858 VYRL SINGLE OR DOUBLE FACE (1 MODULE) LED SIGN, POWER COROSET THROUGH SIDE OF SIGN, MOUNTED ON EXISTING CONCRETE BASE W/ NEW LEGEND PANELS	EA	3	3	0%	
33	L-126-9.2	L-858 VYRL SINGLE OR DOUBLE FACE (2 MODULE) LED SIGN, POWER COROSET THROUGH SIDE OF SIGN, MOUNTED ON EXISTING CONCRETE BASE W/ NEW LEGEND PANELS, COMPLETE	EA	3	3	0%	
34	L-126-9.3	L-858 VYRL SINGLE OR DOUBLE FACE (3 MODULE) LED SIGN, POWER COROSET THROUGH SIDE OF SIGN, MOUNTED ON EXISTING CONCRETE BASE W/ NEW LEGEND PANELS, COMPLETE	EA	1	1	0%	
35	L-109-5.1	MODIFY EXISTING AIRFIELD ELECTRICAL VAULT AND ELECTRICAL DISTRIBUTION SYSTEM, COMPLETE	LS	1	1	0%	
36	L-109-5.2	NEW 4.0KW FERRORESONANT AIR COOLED, CONSTANT CURRENT REGULATOR, INSTALLED COMPLETE	EA	1	1	0%	

SECTION 1

NOTICE TO PROCEED

NOTICE TO PROCEED

DATE: December 12, 2019

TO: Dickerson Florida, Inc.

PROJECT: **AVON PARK EXECUTIVE AIRPORT
REALIGN AND EXTEND TAXIWAY F
FAA AIP NO. 3-12-0004-019-2019
FDOT FM NO. 446304-1-94-01
CITY OF AVON PARK BID NO. 19-06**

In accordance with the Contract dated November 13, 2019 between Dickerson Florida, Inc., and the City of Avon Park, you are hereby given notice to ***commence work on BID SCHEDULE A*** in accordance with the Contract. You are to complete the work in accordance with the Contract, including Special Provision No. 5, as amended, and the contract documents.

Based upon our communications to date, the anticipated start date is January 6, 2020.

You are required to return an acknowledged copy of this Notice to Proceed to Amherst Consulting Company, LLC.

AMHERST CONSULTING COMPANY, LLC
Owner's Authorized Representative

By: Wesley L. Teel

Title: Senior Resident Inspector

Signed: 

CONTRACTOR'S ACCEPTANCE OF NOTICE **Authorized Representative**

Receipt of the above Notice to
Proceed is hereby acknowledged by:

John L. Pluswick

on this 12th day of December 2019

Title: Project Manager

Signed: 

SECTION 1

CONTRACTOR'S CERTIFICATION OF COMPLETION

CONTRACTOR'S CERTIFICATION OF COMPLETION

TO: Avon Park Executive Airport

DATE: JUNE 12, 2020
PROJECT No.: 18060.06
AIP No.: 3-12-0004-019-2019
FDOT FM No.: 446304-1-94-01
CONTRACT No. 19-06

OWNER: City of Avon Park

PROJECT: REALIGN AND EXTEND TAXIWAY F

ATTN.: Amherst Consulting Company, LLC
Mrs. Danielle Priest

FROM: DICKERSON FL, INC.
(Firm or Corporation)

This is to certify that I, JOHN L. PLUSWICK, am an authorized official of DICKERSON FL, INC. working in the capacity of PROJECT MANAGER and have been properly authorized by said firm or corporation to sign the following statements pertaining to the subject contract:

I know of my own personal knowledge and do hereby certify that the work of the contract described above has been performed and materials used and installed in every particular in accordance with and in conformity to the contract drawings and specifications.

The contract work is now complete in all parts and requirements and ready for your final inspection.

I understand that neither the determination by the Engineer-Architect that the work is complete nor the acceptance thereof by the OWNER shall operate as a bar to claim against the Contractor under the terms of the guarantee provisions of the Contract Documents.

BY: John L. Pluswick
TITLE: PROJECT MANAGER
FOR: DICKERSON FL, INC.

Distribution: Owner, Engineer, RPR, File

SECTION 1

CONTRACTOR'S CERTIFICATION OF SUBSTANTIAL COMPLETION

CERTIFICATE OF SUBSTANTIAL COMPLETION

TO: City of Avon Park, OWNER
PROJECT TITLE: REALIGN AND EXTEND TAXIWAY F at the
AVON PARK EXECUTIVE AIRPORT
DATE OF SUBSTANTIAL COMPLETION: 6/12/2020
PROJECT NO.: AIP No. 3-12-0004-019-2019/FM No. 446304-1-94-01
LOCATION: Avon Park, Florida
PROJECT DESCRIPTION INCLUDES: Realign and Extend Taxiway F
CONTRACTOR: DICKERSON FLORIDA, INC.
CONTRACT FOR: Airport Improvements

The work performed under this contract has been inspected by authorized representatives of the Owner, Contractor and Engineer and the Project is hereby declared to be substantially completed on the above date.

DEFINITION OF SUBSTANTIAL COMPLETION:

The date of substantial completion of a project or specified area of a project is the date when the construction is sufficiently completed in accordance with the contract documents as modified by any Change Orders agreed to by the parties so that the Owner can occupy or utilize the project or specified area of the project for the use for which it was intended.

A tentative list of items to be completed or corrected is appended hereto. This list may not be exhaustive and the failure to include an item on it does not alter the responsibility of the Contractor to complete all the work in accordance with the contract documents.

ENGINEER: **AMHERST CONSULTING COMPANY, LLC**

By: [Signature] Date 6/30/2020
The Contractor accepts the above Certificate of Substantial Completion and agrees to complete and correct the items on the tentative list within the time indicated.

CONTRACTOR: DICKERSON FL, INC.

By: [Signature] Date 6/30/2020

The Owner accepts the project or specified area of the project as substantially complete and will assume full possession of the project or specified area of the project at _____ (time) on _____ (date). The responsibility for security and insurance under the contract documents shall be set forth under "Remarks" below.

OWNER: **CITY OF AVON PARK / AVON PARK EXECUTIVE AIRPORT**

By: [Signature] Date 6/30/2020

Remarks: The Owner accepts full responsibility for normal security and insurance of the project improvements as of the date of full possession. (Attach additional sheet, if necessary)

SECTION 2

CONTRACTOR FINAL APPLICATION FOR PAYMENT



December 8, 2020

Via email to: dphillips@avonpark.cc

Ms. Danielle Phillips
Avon Park Executive Airport
110 East Main Street
Avon Park FL 33825

**RE: Avon Park Executive Airport (AVO)
Realign and Extend TWY F
FAA AIP No. 3-12-0004-019-2019
FDOT FM No. 446304-1-94-01
City of Avon Park Bid No. 19-06**

Dickerson Florida Inc. (Dickerson) Pay Request No. 7 (FINAL)

Dear Ms. Phillips:

Enclosed, please find Dickerson's Pay Request No. 7 (FINAL) for the referenced project. Based upon our review of the project records, Amherst Consulting Company (Amherst) recommends payment to Dickerson in the applied for amount of **\$119,649.45**.

Please contact us at your earliest convenience should you have any questions.

SINCERELY,

AMHERST CONSULTING COMPANY, LLC

A handwritten signature in blue ink, appearing to read 'Wesley L. Teel'.

**WESLEY L. TEEL
PROJECT MANAGER**

Enclosure

cc : AHC file

APPLICATION AND CERTIFICATE OF PAYMENT

TO (OWNER): City of Avon Park
Danielle Phillips
110 East Main Street
Avon Park, FL 33825
FROM (CONTRACTOR):
Dickerson Florida, Inc
P O Box 910
Fort Pierce, FL 34954

PROJECT: Avon Park Airport TWY F
FAA AIP No. 3-12-0004-019-20-109
FDOT No. 446304-1-94-01
VIA (ENGINEER): Amherst Consulting
2300 Maitland Center Parkway, Suite 106
Maitland, FL 32751

APPLICATION NO. 7
PERIOD ENDING: 6/30/2020
COMMENCEMENT DATE: 1/6/2020
ORIGINAL CONTRACT PERIOD: 112
EXTENDED CONTRACT PERIOD: 119
CONTRACT COMPLETION DATE: 05/03/20
EXPIRED FROM COMMENCEMENT: 147

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY			
Change Orders approved in previous months by Owner		ADDITIONS	DEDUCTIONS
TOTAL THRU CO #		0.00	0.00
Approved this Month			
No.	Date Approved		
1	September 28, 2020	920.00	
2		53,403.76	
TOTALS		0.00	54,323.76

Contractor hereby certifies that, except as specifically indicated on the attached documents, there are no Claims of Contractor, its Subcontractors or Suppliers as of the date of this Application for Payment that have not been completely resolved, that the Contractor has no knowledge of any unresolved Claims by Subcontractors or Suppliers, that all Subcontractors and Suppliers have been paid to date from funds received for previous Applications for Payment, that there is no known basis for filing of any Claim on the Work and Contractor, upon receipt of funds due in this Application for Payment, hereby releases the Owner from any claims arising from the Work, except for retainage.

CONTRACTOR: *[Signature]*
By: *[Signature]* Name - Title: *[Signature]* Date: December 1, 2020

ENGINEER'S CERTIFICATION FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

ENGINEER: *[Signature]*
By: *[Signature]* Date: 12/08/2020
OAR: _____ Date: _____

Application is made for Payment, as shown below, in connection with the Contract.
Continuation Sheets are attached.

1. ORIGINAL CONTRACT SUM	\$ 1,265,218.25	
2. Net change by Change Orders	\$ (54,323.76)	
3. CONTRACT SUM TO DATE	\$ 1,210,894.49	(1 + 2)
4. TOTAL COMPLETED & STORED TO DATE	\$ 1,210,894.49	(4a+4b+4c)
a. Completed Work - Previous Work Periods	\$ 1,212,494.49	
b. Completed Work - This Work Period	\$ (1,600.00)	
c. Stored Material	\$ 0.00	
5. TOTAL RETAINAGE:	\$ 0.00	(5a+5b+5c)
a. 0% Retainage - Previous Work Periods	\$	
b. 0% Retainage - This Work Period	\$	
c. 10% Retainage - Stored Material	\$ 0.00	
6. TOTAL EARNED LESS RETAINAGE	\$ 1,210,894.49	(4 - 5)
7. LESS PREVIOUS CERT. FOR PAYMENT	\$ 1,091,245.04	
8. LESS PREVIOUS CREDITS	\$ 0.00	
9. PLUS DESIGNATED MOBILIZATION PAYMENT (DMP)	\$ 0.00	(Orig. DMP Less DMP - % Comp)
10. CURRENT PAYMENT DUE	\$ 119,649.45	(6-7+8+9)
11. BALANCE TO FINISH (INCLUDING RETAINAGE)	\$ 0.00	(3+4+5)

MONEY PROGRESS:

State of: Florida County of: St. Lucie

The foregoing instrument was acknowledged before me this *December 1, 2020* by *Dickerson Florida Inc*, a Florida corporation, on behalf of the corporation. *Dickerson Florida Inc* is personally known to me and has produced as identification and did (did not) take an oath.

Notary: *[Signature]*

AMOUNT CERTIFIED:

CONTRACTED: Amherst Consulting
By: *[Signature]* Date: 12/08/2020

By: *[Signature]* Date: _____
By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



\$ 119,649.45

Bond #

DICKERSON FLORIDA, INC.
P.O. BOX 910
Ft. Pierce, FL 34954-0910

Owner: City of Avon Park
Avon Park Executive Airport - Realign and Extend Taxiway F
FAA AIP No. 3-12-0004-019-2019

FDOT FM No. 446304-1-94-01

CONTRACTOR'S REQUEST FOR PAYMENT

4053
Start 6/1/2020
End 7/31/2020
Estimate Z
Retainage

		CONTRACT			Quantities			Amount (\$)				Retention		
CODE	ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT	Previous	Current	Total	Previous	Period	To Date	Balance to finish	withheld	% Completion To Date
1	MOBILIZATION	1	LS	\$103,500.00	\$ 103,500.00	1.00		1.00	\$103,500.00	\$0.00		\$0.00	\$10,350.00	100.00%
2	RESIDENT PROJECT REPRESENTATIVE OFFICE	112	DAY	\$150.00	\$ 16,800.00	112.00		112.00	\$16,800.00	\$0.00		\$0.00	\$1,680.00	100.00%
3	TRAFFIC CONTROL	1	LS	\$25,000.00	\$ 25,000.00	1.00		1.00	\$25,000.00	\$0.00		\$0.00	\$2,500.00	100.00%
4	ASPHALTIC PAVEMENT REMOVAL (SURFACE AND BASE)	4,400	SY	\$5.00	\$ 22,000.00	4400.00		4400.00	\$22,000.00	\$0.00		\$0.00	\$2,200.00	100.00%
5	CONCRETE PAVEMENT REMOVAL	225	SY	\$20.00	\$ 4,500.00	225.00		225.00	\$4,500.00	\$0.00		\$0.00	\$450.00	100.00%
6	MISCELLANEOUS/INCIDENTAL DEMOLITION	1	LS	\$15,000.00	\$ 15,000.00	1.00		1.00	\$15,000.00	\$0.00		\$0.00	\$1,500.00	100.00%
7	UNCLASSIFIED EXCAVATION	6,000	CY	\$3.00	\$ 18,000.00	6000.00		6000.00	\$18,000.00	\$0.00		\$0.00	\$1,800.00	100.00%
8	BORROW EXCAVATION (RELATED TO UNSUITABLE)	500	CY	\$15.00	\$ 7,500.00		500.00	500.00	\$0.00	\$7,500.00		\$0.00	\$750.00	100.00%
9	UNSUITABLE EXCAVATION	500	CY	\$10.00	\$ 5,000.00		500.00	500.00	\$0.00	\$5,000.00		\$0.00	\$500.00	100.00%
10	TEMPORARY ENVIRONMENTAL CONTROLS	1	LS	\$5,000.00	\$ 5,000.00	1.00		1.00	\$5,000.00	\$0.00		\$0.00	\$500.00	100.00%
11	LIMEROCK BASE COURSE (6" THICK) LBR100	8,150	SY	\$24.00	\$ 195,600.00	8150.00		8150.00	\$195,600.00	\$0.00		\$0.00	\$19,560.00	100.00%
12	BITUMINOUS SURFACE COURSE	1,850	TON	\$225.00	\$ 416,250.00	1776.90	73.10	1850.00	\$399,802.50	\$16,447.50		\$0.00	\$41,625.00	100.00%
13	BITUMINOUS PRIME COAT	2,500	GAL	\$0.01	\$ 25.00	370.00	2130.00	2500.00	\$3.70	\$21.30		\$0.00	\$2.50	100.00%
14	BITUMINOUS TACK COAT	825	GAL	\$0.01	\$ 8.25		825.00	825.00	\$0.00	\$8.25		\$0.00	\$0.83	100.00%
15	RUNWAY AND TAXIWAY PAINTING, YELLOW REFLECTIVE	1,600	SF	\$1.50	\$ 2,400.00	1600.00		1600.00	\$2,400.00	\$0.00		\$0.00	\$240.00	100.00%
16	RUNWAY AND TAXIWAY PAINTING, BLACK NONREFLECTIVE	3,200	SF	\$1.50	\$ 4,800.00	3200.00		3200.00	\$4,800.00	\$0.00		\$0.00	\$480.00	100.00%
17	SODDING (AREGENTINE BAHIA)	22,450	SY	\$2.50	\$ 56,125.00	22450.00		22450.00	\$56,125.00	\$0.00		\$0.00	\$5,612.50	100.00%
18	PIPE CULVERT, CONCRETE, CLASS V, ELLIPTICAL, 12" X18"	454	LF	\$65.00	\$ 29,510.00	454.00		454.00	\$29,510.00	\$0.00		\$0.00	\$2,951.00	100.00%
19	MITERED END SECTION, CONCRETE, ELLIPTICAL, 12" X18"	8	EA	\$2,500.00	\$ 20,000.00	8.00		8.00	\$20,000.00	\$0.00		\$0.00	\$2,000.00	100.00%
20	CONCRETE SPILLWAY	1	LS	\$3,000.00	\$ 3,000.00	1.00		1.00	\$3,000.00	\$0.00		\$0.00	\$300.00	100.00%
21	CONCRETE SWALE	160	LF	\$90.00	\$ 14,400.00	160.00		160.00	\$14,400.00	\$0.00		\$0.00	\$1,440.00	100.00%
22	L-824, 1/C, NO. 8, TYPE "C", STRANDED COPPER, 5 KV, CABLE INCLUDING L-823 CONNECTORS INSTALLED IN DUCT OR CONDUIT	10,750	LF	\$2.00	\$ 21,500.00	10750.00		10750.00	\$21,500.00	\$0.00		\$0.00	\$2,150.00	100.00%
23	#6 BARE COPPER COUNTERPOISE WIRE INSTALLED IN TRENCH OR DUCT INCLUDING GROUND RODS AND GROUND CONNECTORS, INCL. TRENCH	4,200	LF	\$2.00	\$ 8,400.00	4200.00		4200.00	\$8,400.00	\$0.00		\$0.00	\$840.00	100.00%
24	EXISTING RUNWAY 5-23 AND 10-28 CIRCUIT MODIFICATION (INCLUDING SIGN CONNECTION, AND SPLICING CONDUCTORS)	6	EA	\$600.00	\$ 3,600.00	6.00		6.00	\$3,600.00	\$0.00		\$0.00	\$360.00	100.00%

DICKERSON FLORIDA, INC.
P.O. BOX 910
FL Pierce, FL 34954-0910

Owner: City of Avon Park
Avon Park Executive Airport - Realign and Extend Taxiway F
FAA AIP No. 3-12-0004-019-2019 FDOT FM No. 446304-1-94-01

4053
Start 6/1/2020
End 7/31/2020
Estimate 2
retainage

CONTRACTOR'S REQUEST FOR PAYMENT

CODE	ITEM	QUANTITY	UNIT	CONTRACT		TOTAL AMOUNT	Quantities			Amount (\$)					Retainage withheld	% Completion To Date
				UNIT PRICE			Previous	Current	Total	Previous	Period	To Date	Balance to finish			
25	ELECTRICAL DEMOLITION	1 LS		\$10,000.00	\$	10,000.00	1.00		1.00	\$10,000.00	\$0.00	\$10,000.00	\$0.00	\$1,000.00	100.00%	
26	2 WAY 4" CONCRETE ENCASED DUCT BANK	350 LF		\$50.00	\$	17,500.00	350.00		350.00	\$17,500.00	\$0.00	\$17,500.00	\$0.00	\$1,750.00	100.00%	
27	1 WAY 2" PVC SCHEDULE 40 CONDUIT, INCL TRENCH	5,500 LF		\$7.00	\$	38,500.00	5817.00	(317.00)	5500.00	\$40,719.00	(\$2,219.00)	\$38,500.00	\$0.00	\$3,850.00	100.00%	
28	INSTALL NEW INCANDESCENT ELEVATED MEDIUM INTENSITY L-5671 RUNWAY EDGE LIGHT ON L-867 CONCRETE BASE CAN, BI-DIRECTIONAL, YELLOW AND WHITE LENS, INCLUDING CONNECTION TO EXISTING CIRCUIT	2 EA		\$1,600.00	\$	3,200.00	2.00		2.00	\$3,200.00	\$0.00	\$3,200.00	\$0.00	\$320.00	100.00%	
29	L-861T LED TAXIWAY EDGE LIGHT (BLUE UV RESISTANT LENS, OMNIDIRECTIONAL), MOUNT NEW LED FIXTURE INCLUDING ALL PARTS NECESSARY USING FRANGIBLE COUPLING AND NEW L-867B BASE	55 EA		\$1,600.00	\$	88,000.00	55.00		55.00	\$88,000.00	\$0.00	\$88,000.00	\$0.00	\$8,800.00	100.00%	
30	L-867E JUNCTION CAN IN TURF INCLUDING ALL DUCT CONNECTIONS	12 EA		\$1,900.00	\$	22,800.00	12.00		12.00	\$22,800.00	\$0.00	\$22,800.00	\$0.00	\$2,280.00	100.00%	
31	SPARE PARTS (MUST EQUAL 10% OF THE VALUE OF THE SUM TOTAL OF LIGHT AND SIGN AND REGULATOR PAY ITEMS)	1 LS		\$7,400.00	\$	7,400.00	1.00		1.00	\$7,400.00	\$0.00	\$7,400.00	\$0.00	\$740.00	100.00%	
32	L-858 Y/R/L SINGLE OR DOUBLE FACE (1 MODULE) LED SIGN, POWER CORDSET THROUGH SIDE OF SIGN, MOUNTED ON NEW CONCRETE BASE W/ NEW LEGEND PANELS	3 EA		\$5,500.00	\$	16,500.00	3.00		3.00	\$16,500.00	\$0.00	\$16,500.00	\$0.00	\$1,650.00	100.00%	
33	L-858 Y/R/L SINGLE OR DOUBLE FACE (2 MODULE) LED SIGN, POWER CORDSET THROUGH SIDE OF SIGN, MOUNTED ON NEW CONCRETE BASE W/ NEW LEGEND PANELS, COMPLETE	3 EA		\$7,300.00	\$	21,900.00	3.00		3.00	\$21,900.00	\$0.00	\$21,900.00	\$0.00	\$2,190.00	100.00%	
34	L-858 Y/R/L SINGLE OR DOUBLE FACE (3 MODULE) LED SIGN, POWER CORDSET THROUGH SIDE OF SIGN, MOUNTED ON NEW CONCRETE BASE W/ NEW LEGEND PANELS, COMPLETE	1 EA		\$8,500.00	\$	8,500.00	1.00		1.00	\$8,500.00	\$0.00	\$8,500.00	\$0.00	\$850.00	100.00%	
35	MODIFY EXISTING AIRFIELD ELECTRICAL VAULT AND ELECTRICAL DISTRIBUTION SYSTEM, COMPLETE	1 LS		\$5,000.00	\$	5,000.00	1.00		1.00	\$5,000.00	\$0.00	\$5,000.00	\$0.00	\$500.00	100.00%	
36	NEW 4.0KW FERRORESONANT, AIR COOLED, CONSTANT CURRENT REGULATOR, INSTALLED COMPLETE	2 EA		\$14,000.00	\$	28,000.00	2.00		2.00	\$28,000.00	\$0.00	\$28,000.00	\$0.00	\$2,800.00	100.00%	
ORIGINAL CONTRACT =				\$	1,265,218.25					\$1,238,460.20	\$26,758.05	\$1,265,218.25		\$126,521.83	100.00%	

DICKERSON FLORIDA, INC.
P.O. BOX 910
Ft. Pierce, FL 34954-0910

Owner: City of Avon Park
Avon Park Executive Airport - Realign and Extend Taxiway, F
FAA AIP No. 3-12-0004-019-2019 FDOT FM No. 446304-1-94-01

4053
6/1/2020
7/31/2020
Estimate Z
Retainage

CONTRACTOR'S REQUEST FOR PAYMENT

CONTRACT		Quantities		Amount (\$)		Retainage withheld	% Completion To Date									
ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT	Previous			Current	Total	Previous	Period	To Date	Balance to finish			
CHANGE ORDER #1																
37	1/C # 8 L-824C 5KV Cable	330	LF	\$2.00	\$	660.00	330.00		330.00		\$660.00	\$0.00	\$66.00	100.00%		
38	L-824 1/C No. 8 Cable 600V	4,200	LF	\$1.70	\$	7,140.00	4200.00		4200.00		\$7,140.00	\$0.00	\$714.00	100.00%		
39	1W2" SCH 40 PVC Non Concrete	(160)	LF	\$7.00	\$	(1,120.00)	(160.00)		(160.00)		(\$1,120.00)	\$0.00	(\$112.00)	100.00%		
40	L-867E Junction can	3	EA	\$1,900.00	\$	5,700.00	3.00		3.00		\$5,700.00	\$0.00	\$570.00	100.00%		
41	#6 Copper Counterpoise, Incl. trench, rods	350	LF	\$2.00	\$	700.00	350.00		350.00		\$700.00	\$0.00	\$70.00	100.00%		
42	4KW Constant Current Regulator, complete	(1)	EA	\$14,000.00	\$	(14,000.00)	(1.00)		(1.00)		-\$14,000.00	\$0.00	(\$1,400.00)	100.00%		
SUBTOTAL =					\$	(920.00)					(\$920.00)		(\$92.00)	100.00%		
CHANGE ORDER #2																
43	Lot 3 pay factor	(1)	LS	\$25,045.71	\$	(25,045.71)	(1.00)		(1.00)		(\$25,045.71)	\$0.00	(\$2,504.57)	100.00%		
45	DELETE BORROW EXCAVATION (RELATED TO UNSUITABLE)	(500)	CV	\$15.00	\$	(7,500.00)	(500.00)		(500.00)		(\$7,500.00)	\$0.00	(\$750.00)	100.00%		
46	DELETE UNSUITABLE EXCAVATION	(500)	CV	\$10.00	\$	(5,000.00)	(500.00)		(500.00)		(\$5,000.00)	\$0.00	(\$500.00)	100.00%		
47	DELETE BITUMINOUS SURFACE COURSE	(73.10)	TON	\$225.00	\$	(16,447.50)	(73.10)		(73.10)		(\$16,447.50)	\$0.00	(\$1,644.75)	100.00%		
48	DELETE BITUMINOUS PRIME COAT	(2,130.00)	GAL	\$0.01	\$	(21.30)	(2130.00)		(2130.00)		(\$21.30)	\$0.00	(\$2.13)	100.00%		
49	DELETE BITUMINOUS TACK COAT	(825.00)	GAL	\$0.01	\$	(8.25)	(825.00)		(825.00)		(\$8.25)	\$0.00	(\$0.83)	100.00%		
50	ADD 1 WAY 2" PVC SCHEDULE 40 CONDUIT, INCL. TRENCH	317	LF	\$7.00	\$	2,219.00	317.00		317.00		\$2,219.00	\$0.00	\$221.90	100.00%		
DELETE INSTALL NEW INCANDESCENT ELEVATED MEDIUM INTENSITY L-5671 RUNWAY EDGE LIGHT ON L-867 CONCRETE BASE CAN, BI-DIRECTIONAL, YELLOW AND WHITE LENS, INCLUDING CONNECTION TO EXISTING CIRCUIT																
51	EXISTING CIRCUIT	(1.00)	EA	\$1,600.00	\$	(1,600.00)	(1.00)		(1.00)		\$0.00	\$0.00	(\$160.00)	100.00%		
SUBTOTAL =					\$	(53,403.76)					(\$25,045.71)		(\$5,340.38)	100.00%		
CONTRACT TOTAL =					\$	1,210,894.49					\$	1,212,494.49		\$	121,089.45	100.00%

SECTION 3

EXPLANATION OF ITEMS OVER/UNDER 10%

**FINAL ADJUSTMENT OF
QUANTITIES
(OVER/UNDER 10%)**

**REALIGN & EXTEND TAXIWAY F
DICKERSON FLORIDA, INC.**

Item	Spec. No.	Description	Unit	Orig. or Rev. Qty.	FINAL Qty.	% Change	Explanation Over/Under 10%
BID SCHEDULE A (AIP)							
1	GP-105-1	MOBILIZATION	LS	1	1	0%	
2	SP-14-1	RESIDENT PROJECT REPRESENTATIVE OFFICE	DAY	112	112	0%	
3	P-102-5.1	TRAFFIC CONTROL	LS	1	1	0%	
4	P-103-5.1	ASPHALTIC PAVEMENT REMOVAL (SURFACE AND BASE)	SY	4,400	4,400	0%	
5	P-103-5.2	CONCRETE PAVEMENT REMOVAL	SY	225	225	0%	
6	P-103-5.5	MISCELLANEOUS/INCIDENTAL DEMOLITION	LS	1	1	0%	
7	P-152-4.1	UNCLASSIFIED EXCAVATION	CY	6,000	6,000	0%	
8	P-152-4.2	BORROW EXCAVATION (RELATED TO UNSUITABLE)	CY	500	0	-100%	No unsuitable material was encountered during construction and therefore did not require borrow material to replace what was excavated under pay item P-152-4.3 (Unsuitable Excavation).
9	P-152-4.3	UNSUITABLE EXCAVATION	CY	500	0	-100%	No unsuitable material was encountered during construction and therefore did not require removal under this pay item.
10	P-156-5.1	TEMPORARY ENVIRONMENTAL CONTROLS	LS	1	1	0%	
11	P-211-5.1	LIMEROCK BASE COURSE (6" THICK) LBR=100	SY	8,150	8,150	0%	
12	P-401-8.1	BITUMINOUS SURFACE COURSE	TON	1,850	1,776.9	-4%	
12a	P-401-8.1	LOT 3 PAY FACTOR	LS	0	1	100%	This new pay item accounts for an adjusted <u>REDUCED PAYMENT</u> for P-401 asphalt material installed under Lot 4 after applying the Percentage of Material Within Specification Limits (PWL) as per paragraph 401-8.1 PAYMENT and TABLE 6 - Price Adjustment Schedule (Adjustment = \$25,045.71).
13	P-602-5.1	BITUMINOUS PRIME COAT	GAL	2,500	370	-85%	Dickerson's unit bid price for prime coat was \$0.01 per gallon. The actual cost of the prime coat was included in the Bituminous Surface Course pay item (P-401-8.1). Dickerson exceeded the prime coat costs within the P-401-8.1 pay item and utilized 370 gallons under pay item P-602-5.1.
14	P-603-5.1	BITUMINOUS TACK COAT	GAL	825	0	-100%	Dickerson's unit bid price for tack was \$0.01 per gallon. The actual cost of the tack was included in the Bituminous Surface Course pay item (P-401-8.1). Dickerson did not exceed the cost of tack within the pay item P-401-8.1 and therefore did not utilize any quantities within this pay item.
15	P-620-5.2	RUNWAY AND TAXIWAY PAINTING, YELLOW REFLECTIVE	SF	1,600	1,600	0%	
16	P-620-5.3	RUNWAY AND TAXIWAY PAINTING, BLACK NON-REFLECTIVE	SF	3,200	3,200	0%	
17	T-904-5.1	SODDING (ARGENTINE BAHIA)	SY	22,450	22,450	0%	
18	430-175-124	PIPE CULVERT, CONCRETE, CLASS IV, ELLIPTICAL, 12"x18"	LF	454	454	0%	
19	430-982-133	MITERED END SECTION, CONCRETE, ELLIPTICAL, 12"x18" CD	EA	8	8	0%	
20	PLANS	CONCRETE SPILLWAY	LS	1	1	0%	
21	PLANS	CONCRETE SWALE - 160 LF	LF	160	160	0%	
22	L-108-5.1	L-824, 1/C, NO. 8, TYPE "C", STRANDED COPPER, 5 KV, CABLE INCLUDING L-823 CONNECTORS INSTALLED IN DUCT OR CONDUIT	LF	11,080	11,080	0%	
23	L-108-5.2	#6 BARE COPPER COUNTERPOISE WIRE INSTALLED IN TRENCH OR DUCT INCLUDING GROUND RODS AND GROUND CONNECTORS, INCL. TRENCH	LF	4,550	4,550	0%	

FINAL ADJUSTMENT OF
QUANTITIES
(OVER/UNDER 10%)

REALIGN & EXTEND TAXIWAY F
DICKERSON FLORIDA, INC.

Item	Spec. No.	Description	Unit	Orig. or Rev. Qty.	FINAL Qty.	% Change	Explanation Over/Under 10%
24	L-108-5.3	EXISTING RUNWAY 5-23 AND 10-28 CIRCUIT MODIFICATION (INCLUDING SIGN CONNECTION, AND SPLICING CONDUCTORS)	EA	6	6	0%	
25	L-108-5.4	ELECTRICAL DEMOLITION	LS	1	1	0%	
25a	L-108-5.5	L-824, 1/C, NO. 8, TYPE "C", STRANDED COPPER, 600 KV, CABLE INCLUDING L-823 CONNECTORS INSTALLED IN DUCT OR CONDUIT	LS	4,200	4,200	0%	
26	L-110-5.1	2-WAY 4" CONCRETE ENCASED DUCTBANK	LF	350	350	0%	
27	L-110-5.2	1-WAY 2" PVC SCHEDULE 40 CONDUIT, INCL. TRENCH	LF	5,340	5,657	6%	
28	L-125-5.1	INSTALL NEW INCANDESCENT ELEVATED MEDIUM INTENSITY L-8671 RUNWAY EDGE LIGHT ON L-867 CONCRETE BASE CAN, BI-DIRECTIONAL, YELLOW AND WHITE LENS, INCLUDING CONNECTION TO EXISTING CIRCUIT	EA	2	1	-50%	As part of the FAA's Runway Incursion Mitigation program, this pay item replaced flush mounted runway edge lights with elevated in conjunction with removal of a taxiway connector. However, it was determined in the field that only one (1) light required replacement.
29	L-125-5.2	L-861T LED TAXIWAY EDGE LIGHT (BLUE UV RESISTANT LENS, OMNIDIRECTIONAL), MOUNT NEW LED FIXTURE INCLUDING ALL PARTS NECESSARY USING FRANGIBLE COUPLING AND NEW L-867B BASE	EA	55	55	0%	
30	L-125-5.3	L-867E JUNCTION CAN IN TURF INCLUDING ALL DUCT CONNECTIONS	EA	15	15	0%	
31	L-125-5.4	SPARE PARTS (MUST EQUAL 10% OF THE VALUE OF THE SUM TOTAL OF LIGHT AND SIGN AND REGULATOR PAY ITEMS)	LS	1	1	0%	
32	L-126-9.1	L-858 Y/R/L SINGLE OR DOUBLE FACE (1 MODULE) LED SIGN, POWER CORDSET THROUGH SIDE OF SIGN, MOUNTED ON EXISTING CONCRETE BASE W/ NEW LEGEND PANELS	EA	3	3	0%	
33	L-126-9.2	L-858 Y/R/L SINGLE OR DOUBLE FACE (2 MODULE) LED SIGN, POWER CORDSET THROUGH SIDE OF SIGN, MOUNTED ON EXISTING CONCRETE BASE W/ NEW LEGEND PANELS, COMPLETE	EA	3	3	0%	
34	L-126-9.3	L-858 Y/R/L SINGLE OR DOUBLE FACE (3 MODULE) LED SIGN, POWER CORDSET THROUGH SIDE OF SIGN, MOUNTED ON EXISTING CONCRETE BASE W/ NEW LEGEND PANELS, COMPLETE	EA	1	1	0%	
35	L-109-5.1	MODIFY EXISTING AIRFIELD ELECTRICAL VAULT AND ELECTRICAL DISTRIBUTION SYSTEM, COMPLETE	LS	1	1	0%	
36	L-109-5.2	NEW 4.0KW FERRORESONANT, AIR COOLED, CONSTANT CURRENT REGULATOR, INSTALLED COMPLETE	EA	1	1	0%	

SECTION 4

FINAL INVOICES FOR PROFESSIONAL SERVICES



Amherst Consulting Company, LLC
2300 Maitland Center Parkway, Suite 106
Maitland, FL 32751
407-790-7397

TA No. 6 - Amendment 1

City of Avon Park
Danielle Phillips
110 East Main Street
Avon Park, FL 33825

Invoice number 18060.06.A1-06
Date 11/18/2020

Project **18060.06.A1 AVO REALIGN AND
EXTEND TWY F - CEI**

For Services Rendered through October 31st, 2020

Total Due This Invoice	\$23,474.17
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Purchase Order Summary

Basic Services	\$40,142.00
Special Services	\$128,658.00

Contract Amount to Date	\$168,800.00
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Previously Invoiced To Date	\$145,325.83
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<u>This Invoice</u>	<u>\$23,474.17</u>
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Total Invoiced To Date	\$168,800.00
------------------------	--------------

Balance Remaining	<u>\$0.00</u>
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Remit Payment to:

Amherst Consulting Company, LLC
2300 Maitland Center Parkway, Suite 106
Maitland, FL 32751

Invoices are due upon receipt and in accordance with the Florida Statutes. All invoices not paid within 30 days are subject to a statutory interest charge.

Description	Contract Amount	Previous Percent Complete	Total Billed	Percent Complete	Current Billed	Remaining Percent	Balance Remaining
Basic Services							
Construction Phase Services							
	\$40,142.00	98.03%	\$40,142.00	100.00%	\$790.34	0.00%	\$0.00
Special Services							
Construction Management Plan							
	\$4,400.00	100.00%	\$4,400.00	100.00%	\$0.00	0.00%	\$0.00
RPR Services							
	\$88,786.00	95.12%	\$88,786.00	100.00%	\$4,330.08	0.00%	\$0.00
Quality Assurance Testing							
	\$21,087.00	61.65%	\$21,087.00	100.00%	\$8,087.00	0.00%	\$0.00
Grant Administration / Budget Tracking / Qtrly Reports							
	\$4,845.00	85.00%	\$4,845.00	100.00%	\$726.75	0.00%	\$0.00
Project Closeout Report							
	\$3,625.00	0.00%	\$3,625.00	100.00%	\$3,625.00	0.00%	\$0.00
Record Drawings							
	\$5,915.00	0.00%	\$5,915.00	100.00%	\$5,915.00	0.00%	\$0.00
Subtotal	\$128,658.00	82.37%	\$128,658.00	100.00%	\$22,683.83	0.00%	\$0.00
Total							
	\$168,800.00	86.09%	\$168,800.00	100.00%	\$23,474.17	0.00%	\$0.00

Invoice total **\$23,474.17**

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
18060.06.A1-06	11/18/2020	\$23,474.17	\$23,474.17				
	Total	\$23,474.17	\$23,474.17	\$0.00	\$0.00	\$0.00	\$0.00



Amherst Consulting Company, LLC
2300 Maitland Center Parkway, Suite 106
Maitland, FL 32751
407-790-7397

TA No. 6 - Amendment 3

City of Avon Park
Danielle Phillips
110 East Main Street
Avon Park, FL 33825

Invoice number 00001
Date 11/11/2020

Project **18060.06.A3 AVO REALIGN AND
EXTEND TWY F - ADDITIONAL
CONSTRUCTION PHASE SERVICES**

For Services Rendered through September 30, 2020

Total Due This Invoice	\$7,700.00
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Purchase Order Summary

Basic Services	\$2,317.00
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Special Services	\$5,383.00
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Contract Amount to Date	\$7,700.00
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Previously Invoiced To Date	\$0.00
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<u>This Invoice</u>	<u>\$7,700.00</u>
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Total Invoiced To Date	\$7,700.00
------------------------	------------

<i>Balance Remaining</i>	<u>\$0.00</u>
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Remit Payment to:

Amherst Consulting Company, LLC
2300 Maitland Center Parkway, Suite 106
Maitland, FL 32751

Invoices are due upon receipt and in accordance with the Florida Statutes. All invoices not paid within 30 days are subject to a statutory interest charge.

Description	Contract Amount	Previous Percent Complete	Total Billed	Percent Complete	Current Billed	Remaining Percent	Balance Remaining
Basic Services							
Construction Phase Services							
	\$2,317.00	0.00%	\$2,317.00	100.00%	\$2,317.00	0.00%	\$0.00
Special Services							
RPR Services							
	\$5,383.00	0.00%	\$5,383.00	100.00%	\$5,383.00	0.00%	\$0.00
Total	\$7,700.00	0.00%	\$7,700.00	100.00%	\$7,700.00	0.00%	\$0.00

Invoice total

\$7,700.00**Aging Summary**

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
00001	11/11/2020	\$7,700.00	\$7,700.00				
	Total	\$7,700.00	\$7,700.00	\$0.00	\$0.00	\$0.00	\$0.00



Amherst Consulting Company, LLC
2300 Maitland Center Parkway, Suite 106
Maitland, FL 32751
407-790-7397

TA No. 6 - Amendment 2

City of Avon Park
Danielle Phillips
110 East Main Street
Avon Park, FL 33825

Invoice number 18060.06.A2-01
Date 09/17/2020

Project **18060.06.A2 AVO REALIGN AND
EXTEND TWY F - REBIDDING**

For Services Rendered through August 31, 2019

Total Due This Invoice	\$15,136.00
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Purchase Order Summary

Basic Services	\$14,796.00
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Special Services	\$340.00
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Contract Amount to Date	\$15,136.00
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Previously Invoiced To Date	\$0.00
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<u>This Invoice</u>	<u>\$15,136.00</u>
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Total Invoiced To Date	\$15,136.00
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Balance Remaining	<u>\$0.00</u>
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Remit Payment to:

Amherst Consulting Company, LLC
2300 Maitland Center Parkway, Suite 106
Maitland, FL 32751

Invoices are due upon receipt and in accordance with the Florida Statutes. All invoices not paid within 30 days are subject to a statutory interest charge.

Description	Contract Amount	Previous Percent Complete	Total Billed	Percent Complete	Current Billed	Remaining Percent	Balance Remaining
Basic Services							
Bidding Phase Services							
	\$14,796.00	0.00%	\$14,796.00	100.00%	\$14,796.00	0.00%	\$0.00
Special Services							
FAA Project Application (Revision Only)							
	\$340.00	0.00%	\$340.00	100.00%	\$340.00	0.00%	\$0.00
Total	\$15,136.00	0.00%	\$15,136.00	100.00%	\$15,136.00	0.00%	\$0.00

Invoice total **\$15,136.00**

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
18060.06.A2-01	09/17/2020	\$15,136.00	\$15,136.00				
	Total	\$15,136.00	\$15,136.00	\$0.00	\$0.00	\$0.00	\$0.00

SECTION 5

OTHER COSTS

SECTION 6

STATEMENT AND DISTRIBUTION OF PROJECT COSTS



ATTACHMENT 2

STATEMENT AND DISTRIBUTION
OF PROJECT COSTSAIP PROJECT NO. 3-12-0004-019-2019
FDOT FM NO. 446304-1-94-01
CITY OF AVON PARK BID NO. 19-06AVON PARK EXECUTIVE AIRPORT
REALIGN AND EXTEND TAXIWAY F

FINAL

		TOTALS		Participation Levels This Grant		
				FAA	FDOT	CITY
I	Construction Costs (Based on Construction Completion)					
	<u>Construction Items Summary - Dickerson</u>					
	1 Realign and Extend Taxiway F (Schedule A)	\$1,265,218				
	2 Change Order No. 1	(\$920)				
	3 Change Order No. 2	(\$51,804)				
	Subtotal Construction Items - Dickerson	\$1,212,494				
	<u>Construction Items Summary - Other</u>					
	1 N/A	\$0				
	Subtotal Construction Items - Other	\$0				
	<u>FAA Ineligible Items Summary</u>					
	1 N/A	\$0				
	Subtotal FAA Ineligible Items	\$0				
	Subtotal Eligible Construction Costs	\$1,212,494		\$1,091,245	\$121,249	\$0
II	Engineering Costs					
	AMHERST TASK AUTHORIZATION NO. 6					
	Basic Services					
	1 Preliminary Design Phase Services	\$43,426				
	2 Final Design Phase Services	\$41,362				
	3 Bidding Phase Services	\$16,264				
	Subtotal Basic Services	\$101,052				
	Subtotal Eligible Basic Services Costs	\$101,052		\$90,947	\$10,105	\$0
	Special Services					
	1 FAA Project Pre-Application	\$4,028				
	2 Predesign Topographical Surveys	\$7,070				
	3 Predesign Geotechnical Investigation	\$5,807				
	4 Grant Administration/Budget Tracking/Quarterly Reports	\$5,020				
	5 SWFWMD Permitting/Agency Coordination	\$10,687				
	6 Update ALP	\$800				
	7 OE/AAA Filing	\$810				
	8 Construction Safety & Phasing Plan	\$5,330				
	9 FAA Project Application	\$3,188				
	Subtotal Special Services	\$42,740				
	Subtotal Eligible Special Services Costs	\$42,740		\$38,466	\$4,274	\$0
Engineering Costs						
AMHERST TASK AUTHORIZATION NO. 6, AMENDMENTS NO.'s 1, 2 & 3						
A	Basic Services					
	1 Construction Phase Services (AMENDMENT NO. 1)	\$40,142				
	2 Bidding Phase Services - Rebid Per FAA (AMENDMENT NO. 2)	\$15,136				
	3 Construction Phase Services (AMENDMENT NO. 3)	\$2,317				
	Subtotal Basic Services	\$57,595				
	Subtotal Eligible Basic Services Costs	\$57,595		\$51,836	\$5,760	\$0
	Special Services					
	1 Construction Management Plan (AMENDMENT NO. 1)	\$4,419				
	2 Resident Project Representative (AMENDMENT NO. 1)	\$88,786				
	3 Resident Project Representative (AMENDMENT NO. 3)	\$5,383				
B	4 Quality Assurance Testing (AMENDMENT NO. 1)	\$21,068				
	5 Grant Administration/Budget Tracking/Quarterly Reports (AMENDMENT NO. 1)	\$4,845				
	6 Project Closeout Report (AMENDMENT NO. 1)	\$3,625				
	7 Record Drawings (AMENDMENT NO. 1)	\$5,915				
	Subtotal Special Services	\$134,041				
	Subtotal Eligible Special Services Costs	\$134,041		\$120,637	\$13,404	\$0
III Administration Costs (Sponsor)						
	1 Advertising Expenses	\$0				
	2 Labor	\$0				
Subtotal Administration Costs		\$0		\$0	\$0	\$0
IV Funding Breakdown (ACTUAL)						
TOTAL ELIGIBLE Project Costs		\$1,547,922		\$1,393,130	\$154,792	\$0
Percentage				90.00%	10.00%	0.00%
TOTAL INELIGIBLE Project Costs		\$0		\$0	\$0	\$0
Percentage				#DIV/0!	#DIV/0!	#DIV/0!
TOTAL ACTUAL Project Costs		\$1,547,922		\$1,393,130	\$154,792	\$0
Percentage				90.00%	10.00%	0.00%
V Grant Summary - Closeout						
1 Federal Grant Amount		\$1,429,029				
2 Actual FINAL Federal Amount		<u>\$1,393,130</u>				
3 OVER/(Under)		(\$35,899)				

SECTION 7

**BREAKDOWN OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION
DICKERSON FLORIDA CERTIFICATION OF PAYMENT TO DBE SUBCONTRACTORS**



BREAKDOWN OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

AIP PROJECT NO. 3-12-0004-019-2019
 FDOT FM NO. 446304-1-94-01
 CITY OF AVON PARK BID NO. 19-06

AVON PARK EXECUTIVE AIRPORT
 REALIGN AND EXTEND TAXIWAY F

FINAL DBE

		TOTAL (\$)	DBE (\$)	DBE (%)
I Construction Costs (Based on Construction Completion)				
<u>Construction Items Summary - Dickerson</u>				
1	Realign and Extend Taxiway F (Schedule A)	\$1,265,218		
2	Change Order No. 1	(\$920)		
3	Change Order No. 2	(\$51,804)		
	Subtotal Construction Items - Dickerson	\$1,212,494		
<u>Construction Items Summary - Other</u>				
1	N/A	\$0		
	Subtotal Construction Items - Other	\$0		
<u>FAA Ineligible Items Summary</u>				
1	N/A	\$0		
	Subtotal FAA Ineligible Items	\$0		
	Subtotal Eligible Construction Costs	\$1,212,494	\$39,585	3%
II Engineering Costs				
AMHERST TASK AUTHORIZATION NO. 6				
DESIGN	Basic Services			
	1 Preliminary Design Phase Services	\$43,426		
	2 Final Design Phase Services	\$41,362		
	3 Bidding Phase Services	\$16,264		
	Subtotal Basic Services	\$101,052		
	Subtotal Eligible Basic Services Costs	\$101,052	\$0	0%
DESIGN	Special Services			
	1 FAA Project Pre-Application	\$4,028		
	2 Predesign Topographical Surveys	\$7,070		
	3 Predesign Geotechnical Investigation	\$5,807	\$8,725	
	4 Grant Administration/Budget Tracking/Quarterly Reports	\$5,020		
	5 SWFWMD Permitting/Agency Coordination	\$10,687	\$10,000	
	6 Update ALP	\$800		
	7 OE/AAA Filing	\$810		
	8 Construction Safety & Phasing Plan	\$5,330		
	9 FAA Project Application	\$3,188		
	Subtotal Special Services	\$42,740		
	Subtotal Eligible Special Services Costs	\$42,740	\$18,725	44%
Engineering Costs				
AMHERST TASK AUTHORIZATION NO. 6, AMENDMENTS NO.'s 1, 2 & 3				
CONSTRUCT	Basic Services			
	1 Construction Phase Services (AMENDMENT NO. 1)	\$40,142		
	2 Bidding Phase Services - Rebid Per FAA (AMENDMENT NO. 2)	\$15,136		
	3 Construction Phase Services (AMENDMENT NO. 3)	\$2,317		
	Subtotal Basic Services	\$57,595		
	Subtotal Eligible Basic Services Costs	\$57,595	\$0	0%
CONSTRUCT	Special Services			
	1 Construction Management Plan (AMENDMENT NO. 1)	\$4,419		
	2 Resident Project Representative (AMENDMENT NO. 1)	\$88,786		
	3 Resident Project Representative (AMENDMENT NO. 3)	\$5,383		
	4 Quality Assurance Testing (AMENDMENT NO. 1)	\$21,068	\$17,538	
	5 Grant Administration/Budget Tracking/Quarterly Reports (AMENDMENT NO. 1)	\$4,845		
	6 Project Closeout Report (AMENDMENT NO. 1)	\$3,625		
	Subtotal Special Services	\$134,041		
	Subtotal Eligible Special Services Costs	\$134,041	\$17,538	13%
III Administration Costs (Sponsor)				
	1 Advertising Expenses	\$0		
	2 Labor	\$0		
	Subtotal Administration Costs	\$0	\$0	#DIV/0!
TOTAL FAA ELIGIBLE PROJECT COSTS UNDER THIS GRANT				
		TOTAL (\$)	DBE (\$)	DBE (%)
		\$1,547,922	\$75,848	5%

SECTION 8

FIELD QUALITY ASSURANCE TESTING SUMMARY

FIELD QUALITY ASSURANCE TESTING SUMMARY

for the Project
REALIGN AND EXTEND TAXIWAY F

at the
AVON PARK EXECUTIVE AIRPORT

FAA AIP NO. 3-12-0004-019-2019
FDOT FM NO. 446304-1-94-01
CITY OF AVON PARK Bid NO. 19-06
AHC NO. 18060.06

Item P-152, Excavation and Embankment

The subgrade and pipe backfill material was tested in accordance with the requirements of the P-152 specification within the contract documents. One (1) modified proctor was obtained representing the various soil types or mixtures for the pipe trench backfilling of the concrete pipes and concrete swale. Two (2) modified proctors were obtained representing the various soil types or mixtures for the subgrade in Phases 1 and 2. All excavation and embankment tests met the contract requirements (passing ratios of 95% for unclassified excavation and 100% for embankment).

Item P-156, Temporary Air and Water Pollution, Soil Erosion, and Siltation Control

No quality assurance testing required.

Item P-211, Limerock Base Course

The base material was tested in accordance with the requirements of the P-211 specification within the contract documents. One (1) LBR/proctor was obtained representing site delivered materials and local source stockpiles (LBR = 125). All tests met the contract requirements (passing ratio of 100%).

Item P-401, Hot Mix Asphalt Pavement (HMA)

The HMA Pavement was tested in accordance with the requirements of the P-401 specification within the contract documents. One (1) Test Strip and three (3) LOTS were sampled at the HMA laboratory and site delivered materials. The Test Strip met specification requirements. Lot 1 met all of the acceptance criteria. All four (4) joint cores in LOT 2 failed density testing. However, as per specification P-401 paragraph 401-8.1c, the Lot pay factor is 106%. There was a 5% pay factor reduction for the joint density percentage of material within specification limits (PWL), but remained at maximum pay in accordance with the specification. Additionally, per the specification, removal and replacement of asphalt in Lot 2 was not required. Two of the mat cores failed density testing in Lot 3. This resulted in a mat density PWL of 66. Since the PWL was not below 55 a pay factor reduction was applied and the asphalt remained in place. All other acceptance criteria for Lots 2 and 3 were met.

Item P-610, Structural Portland Cement Concrete

The concrete material was tested in accordance with the requirements of the P-610 specification within the contract documents. Specimens were cast for this project

representing site delivered ready mix materials used for airfield electrical sign and light bases. All laboratory and site sampled tests met contract requirements.

Item T-904, Sodding

No quality assurance testing required.

SECTION 9

FINAL RELEASE FROM CONTRACTOR

FINAL RELEASE FORM

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, for and in consideration of the payment of the sum of One hundred nineteen thousand six hundred forty nine and 45/100 — DOLLARS (\$119,649.45) paid by the CITY OF AVON PARK, (hereinafter referred to as "Owner"), receipt of which is hereby acknowledged as total and complete compensation for performance of the below-described Contract, 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 November 13, 2019, known as REALIGN AND EXTEND TAXIWAY F at the AVON PARK EXECUTIVE AIRPORT, FAA AIP No. 3-12-0004-019-2019/ FDOT FM No. TBD, 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 all sub-contractors, suppliers, material, men and any or all other persons supplying material, supplies, services or labor used directly or indirectly in the prosecution of the work provided for in the Contract have been paid in full.

The undersigned shall maintain in full force and effect the provisions of the Contract Documents respecting the guaranty against defective work and any other special guarantees 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 shall also maintain in full force and affect the bond it posted as a guaranty against defective pavement.

The undersigned represents and warrants that the statements contained in the foregoing Release are true and correct.

IN WITNESS WHEREOF, I hereunto set my hand and seal this 9 day of December, 2020.

WITNESSES:

Kathleen Carbric
Jennifer Ferreira

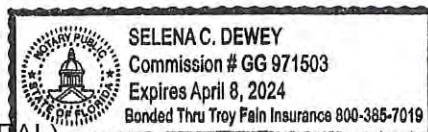
STATE OF: Florida

CONTRACTOR

By: Harry Dal
Title: President

COUNTY OF: St Lucie

Sworn to and subscribed before me this 9 day of December, 2020.



(NOTARY SEAL)

Selena C. Dewey
NOTARY PUBLIC

My Commission expires: 4-8-2024

SECTION 10

SPONSOR CERTIFICATION FOR CONSTRUCTION PROJECT FINAL ACCEPTANCE

**SPONSOR CERTIFICATION FOR
CONSTRUCTION PROJECT FINAL ACCEPTANCE**

**Avon Park Executive Airport
Avon Park, Florida
FAA AIP NO. 3-12-0004-019-2019
FDOT FM NO. 446304-1-94-01**

REALIGN AND EXTEND TAXIWAY F

Section 509(d) of the Airport and Airway Improvement Act of 1982, as amended (herein called the Act), authorizes the Secretary to require certification from sponsors that they will comply with statutory and administrative requirements. The following list of certified items includes major requirements for this aspect of project implementation. However, the list is not comprehensive, nor does it relieve sponsors from fully complying with all applicable statutory and administrative standards. Every certified item must be marked. Each certified item with a "no" response must be fully explained in an attachment to this certification. If the item is not applicable to this project, mark the item "N/A". General requirements for final acceptance and closeout of Federally funded construction projects are in 49 CFR 13.50. The sponsor shall determine that project costs are accurate and proper in accordance with specific requirements of the Grant Agreement and contract documents.

1. The personnel engaged in project administration, engineering supervision, and construction inspection and testing (were) ~~(will be)~~ determined to be qualified and competent to perform the work.

☒ Yes ☐ No ☐ N/A

2. Daily construction records (were) ~~(will be)~~ kept by the resident engineer/construction inspector. These records document work in progress, quality and quantity of materials delivered, test locations and results, instructions provided the contractor, weather equipment use, labor requirements, safety problems, and changes required.

☒ Yes ☐ No ☐ N/A

3. Weekly payroll records and statements of compliance (were) ~~(will be)~~ submitted by the prime contractor and reviewed by the sponsor of Federal labor and civil rights requirements (Advisory Circulars 150/5100-6 and 150/5100-15).

☒ Yes ☐ No ☐ N/A

4. Complaints regarding the mandated Federal provisions set forth in the contract documents (have been) (will be) submitted to FAA.

☒ Yes ☐ No ☒ N/A

5. All tests specified in the plans and specifications (were) ~~(will be)~~ performed and the test results documented. A summary of test results (has been) ~~(will be)~~ available to the FAA.

☒ Yes ☐ No ☐ N/A

6. For any results outside allowable tolerances, appropriate corrective actions (were) ~~(will be)~~ taken.

☒ Yes ☐ No ☐ N/A

7. Payments to the contractor (were) ~~(will be)~~ made in compliance with contract provisions and verified by the sponsor's internal audit of contract records kept by the resident engineer. *[If appropriate, pay reduction factors required by the specifications (were) ~~(will be)~~ applied in computing final payments and a summary of pay reductions (has been) ~~(will be)~~ available to FAA.]***

☒ Yes ☐ No ☒ N/A**

8. The project (was) ~~(will be)~~ accomplished without significant deviations, changes, or modifications from the approved plans and specifications, except where approval (was) ~~(will be)~~ obtained from FAA.

☒ Yes ☐ No ☐ N/A

9. A final project inspection (was) ~~(will be)~~ conducted with representatives of the sponsor and the contractor. Project files (contain) ~~(will contain)~~ documentation of the final inspection.

☒ Yes ☐ No ☐ N/A

10. Work in the Grant Agreement (was) ~~(will be)~~ physically completed and corrective actions required as a result of the final inspection (were) ~~(will be)~~ completed to the satisfaction of the sponsor.

☒ Yes ☐ No ☐ N/A

11. The as-built plans and an equipment inventory, if applicable, (have been) (~~will be~~) submitted to FAA. If requested, a revised airport layout plan (~~was~~) (will be) made available to FAA.

☒ Yes ☐ No ☐ N/A

12. Applicable closeout financial reports (have been) (~~will be~~) submitted to FAA.

☒ Yes ☐ No ☐ N/A

I certify that, for the project identified herein, the responses to the foregoing items are correct as marked, and that the attachments, if any, are correct and complete.



Signed: _____
Sponsor's Authorized Representative

Dated: 07/16/2020

Todd N. Zimmerman, PE
Principal
Amherst Consulting Company, LLC
Typed Name and Title of Sponsor's Representative