

CONTRACT

THIS CONTRACT, pursuant to City Council approval granted on _____, is made and entered into this _____ day of _____, 2017, by and between the City of Venice, Florida, hereinafter referred to as the City, and **Slack Construction, Inc.**, hereinafter referred to as the Contractor.

W I T N E S S E T H:

THAT FOR and in consideration of the mutual covenants and obligations hereafter set forth, the parties hereto agree as follows:

1. The Contract Documents consist of this Contract, Performance and Payment Bonds attached hereto as composite Attachment A and, the City's Invitation to Bid (ITB) # **3065-17, T-Hangar Building No. 901 Construction**, including: standard general conditions, bid submittal forms, required forms, standard forms, supplemental conditions, special provisions, general requirements, technical specifications, drawings, Attachment B - Contractor's bid proposal for ITB # 3062-17, Attachment C – Insurance Requirements, Attachment D - Required provisions for Florida Department of Transportation Projects and Attachment E – Contract Time and Liquidated Damages, all of which are incorporated herein by reference. All of the Contract Documents are made a part of this Contract.
2. The Contractor shall perform all the work required by the Contract Documents and shall include installation of the listed items per the bid specifications.
3. The work to be performed under this Contract shall be completed within **two hundred twenty-four (224)** days of the issuance of the Notice to Proceed by the City.
4. The City shall pay the Contractor for the performance of the work, in accordance with Attachment B, subject to the terms and conditions of the Contract Documents and any written change orders, the contract sum not to exceed: **one million five hundred thirteen thousand four hundred dollars & 00/100s (\$1,513,400.00)**.
5. Time is of the essence in this contract. In the event that the work is not completed within the required time as specified in Section 3 herein, then from the compensation otherwise to be paid to the Contractor, the City may retain the sum specified in Attachment E for the applicable Work Item for each calendar day that the work remains incomplete beyond the time limit, which sum shall represent the actual damage which the City will have sustained per day by failure of the Contractor to complete the work within the required time, said sum not being a penalty but being the stipulated damages the City will have sustained in the event of such default by the Contractor.
6. During the performance of this contract, the contractor agrees as follows:
 - (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identify or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to

employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 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 required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however,* That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

7. Contractor must secure and maintain any and all permits and licenses required to complete the work under this Contract, unless the Contract Documents provide otherwise.

8. Throughout the term of this Contract, the Contractor must maintain insurance in at least the amounts and coverage required as shown in Attachment C. The Contractor must provide a Certificate of Insurance to the City evidencing such coverage prior to issuance of the Notice to Proceed by the

City.

9. Contractor agrees to comply with Florida's public records law by keeping and maintaining public records that ordinarily and necessarily would be required by the public agency in order to perform the work under this Contract; upon the request of the City's Custodian of Public Records, by providing the City with copies of or access to public records on the same terms and conditions that City would provide the records and at a cost that does not exceed the cost provided by Florida law; by ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed excepts as authorized by law for the duration of the term of the Contract and following completion of the Contract if the Contractor does not transfer the records to the City; and upon completion of the Contract by transferring, at no cost, to City all public records in possession of Contractor or by keeping and maintaining all public records required by the City to perform the work under this Contract. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

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 CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS LORI STELZER, MMC, CITY CLERK, AT 401 WEST VENICE AVENUE, VENICE, FLORIDA 34285, (941) 882-7390, LSTELZER@VENICEGOV.COM.

10. Contractor shall indemnify, pay the cost of defense, including attorneys' fees, and hold harmless the City from all suits, actions, or claims of any kind brought on account of any injuries or damages received or sustained by any person or property by or from the Contractor or in consequence of any neglect in safeguarding the work; or by the use of any unacceptable materials related to the work; or on account of any act or omission, neglect or misconduct of the Contractor; or on account of any claim or amounts received under the "Workers' Compensation Law" or any other laws or ordinances, except only such injury or damage as shall have been caused by the negligence of the City. The first ten dollars (\$10.00) of compensation received by the Contractor represents specific consideration for this indemnification obligation.

11. Contractor shall be responsible for compliance with the requirements under Chapter 556, Florida Statutes, the "Underground Facility Damage Prevention and Safety Act." Contractor's obligations to defend, indemnify, and hold harmless the City, as provided for under Section 10 of this Contract, shall specifically apply to any violations alleged against the City under the Underground Facility Damage Prevention and Safety Act related to the performance of the work under this Contract. Contractor acknowledges that included in the various items of the proposal and in the total bid price, are costs for complying with the Florida Trench Safety Act (90-96 Laws of Florida) effective October 1, 1990.

12. Termination. This Contract may be terminated by the City without cause, by giving thirty (30) days prior written notice to contractor of the intention to cancel, or with cause at any time contractor fails to fulfill or abide by any of the terms or conditions specified. Failure of contractor to comply with any of the provisions of this agreement shall be considered a material breach of contract and shall be cause for immediate termination of the agreement at the discretion of the city. This

Contract may be terminated by the Contractor only by mutual consent of both parties. If this Contract is terminated before performance is completed, the Contractor shall be paid only for that work satisfactorily performed for which costs can be substantiated.

13. The laws of the State of Florida shall govern all provisions of this Contract. Venue for any dispute shall be Sarasota County, Florida. If any court proceeding or other action occurs between the parties as a result of this Contract or any other document or act required by this Contract, the prevailing party shall be entitled to recover attorney's fees and all court costs, including attorney's fees and court costs incurred in any pre-trial, trial, appellate, and/or bankruptcy proceedings, as well as, attorney's fees and costs incurred in determining entitlement to and reasonableness of fees and costs.

14. This Contract and the Contract Documents constitute the entire agreement of the parties and may not be changed or modified, except by a written document signed by both parties hereto. This Contract shall be binding upon the successors and assigns of the parties.

IN WITNESS WHEREOF, the parties to the agreement have hereunto set their hands and seals and have executed this agreement, the day and year first above written.

(SEAL)

ATTEST:

CITY OF VENICE
IN SARASOTA COUNTY, FLORIDA

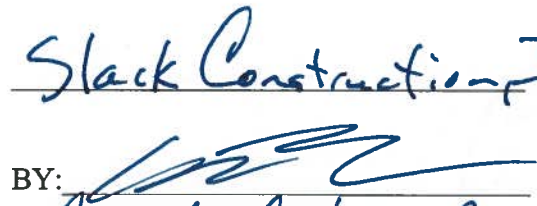
CITY CLERK

BY: _____
MAYOR JOHN HOLIC

ATTEST:



Raymond Dean, VP
Signed by (typed or printed)


Slack Construction, Inc.
BY: _____
Cynthia C. Slack, President
Signed by (typed or printed)

Approved as to Form and Correctness

David Persson, City Attorney

ATTACHMENT A

SURETY BONDS

At the time of executing the Contract Documents, the successful proposer shall append to this sheet separate performance and payment bonds each equal to one-hundred percent (100%) of the contract amount. Said bonds become an integral part of these Contract Documents and shall meet the following requirements:

1. Surety bonds submitted shall be written by a surety company that is approved by the City Finance Director and authorized to do business in the State of Florida, shall be accompanied by evidence of the authority of the issuing agent, and shall be on a form to be approved by the City Attorney. No bond in an amount greater than \$5,000 required by the City Charter, the Ordinances of The City of Venice, or the laws of the State of Florida shall be approved by the City Finance Director unless the surety company executing the bond is listed by the United States Treasury Department as being approved for writing bonds for Federal projects and its current list in an amount not less than the amount of the bond tendered to The City of Venice.

2. Both the separate payment and performance bonds shall be in the general form of AIA documents A311. Additionally, the payment bond shall state as follows:
"This bond is issued in compliance with Section 255.05, Florida Statutes (1994 Supp.), as may be amended. A claimant, except a laborer, who is not in privity with the contractor and who has not received payment for his labor, materials, or supplies shall, within 45 days after beginning to furnish labor, materials, or supplies for the prosecution of the work, furnish the contractor with a notice, that he intends to look to the bond for protection. A claimant who is not in privity with the contractor and who has not received payment for his labor, materials, or supplies shall, within 90 days after performance of the labor or after complete delivery of the materials or supplies, or with respect to rental equipment, within 90 days after the date that the rental equipment was last on the job site available for use, deliver to the contractor and to the surety written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment. No action for the labor, materials, or supplies may be instituted against the contractor or the surety unless both notices have been given. No action shall be instituted against the contractor or the surety on the payment bond or the payment provisions of a combined payment and performance bond after 1 year from the performance of the labor or completion of delivery of the materials or supplies. A claimant may not waive in advance his right to bring an action under the bond against the surety. In any action brought to enforce a claim against a payment bond under this section, the prevailing party is entitled to recover a reasonable fee for the services of his attorney for trial and appeal or for arbitration, in an amount to be determined by the court, which fee must be taxed as part of his costs, as allowed in equitable actions."

Public Work
F.S. Chapter 255.05 (1)(a)
Cover Page

Executed in 6 Counterparts

THIS BOND IS GIVEN TO COMPLY WITH SECTION 255.05 OR SECTION 713.23 FLORIDA STATUTES, AND ANY ACTION INSTITUTED BY A CLAIMANT UNDER THIS BOND FOR PAYMENT MUST BE IN ACCORDANCE WITH THE NOTICE AND TIME LIMITATION PROVISIONS IN SECTION 255.05(2) OR SECTION 713.23 FLORIDA STATUTES.

BOND NO: 54-217240

CONTRACTOR NAME: Slack Construction, Inc.

CONTRACTOR ADDRESS: 2011 NE 8th Road
Ocala, FL 34470

CONTRACTOR PHONE NO: (352) 622-9568

SURETY COMPANY: United Fire & Casualty Company
PO Box 73909
Cedar Rapids, IA 52407-3909 (319) 399-5700

OWNER NAME: City of Venice, Florida

OWNER ADDRESS: 401 West Venice Avenue
Venice, FL 34285

OWNER PHONE NO.: (941) 882-7422

OBLIGEE NAME: (If contracting entity is different from the owner, the contracting public entity) _____

OBLIGEE ADDRESS: _____

OBLIGEE PHONE NO.: _____

BOND AMOUNT: \$1,513,400.00

CONTRACT NO.: (If applicable) ITB No. 3065-17

DESCRIPTION OF WORK: T-Hangar Building No. 901 Construction

PROJECT LOCATION: Venice Municipal Airport, 150 Airport Avenue East, Venice, FL 34285

LEGAL DESCRIPTION: (If applicable) _____

FRONT PAGE

All other bond page(s) are deemed subsequent to this page regardless of any page number(s) that may be printed thereon.

PUBLIC WORKS PERFORMANCE BOND

Bond No. 54-217240

Executed in 6 Counterparts

KNOW ALL MEN BY THESE PRESENTS:

THAT **Slack Construction, Inc.**, as Principal, hereinafter called Contractor; and **United Fire & Casualty Company**, a corporation of the State of ~~Florida~~ ^{Iowa}, as surety, hereinafter called Surety, are held and firmly bound unto the City of Venice as Obligee, hereinafter called the City, in the amount of **(\$1,513,400.00) one million five hundred thirteen thousand four hundred dollars & 00/100's**, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

* Iowa

WHEREAS, Contractor has by written agreement dated the _____ day of _____, 2017, entered into a contract with the City of Venice for the following described project: **ITB# 3065-17: T-Hangar Building No. 901 Construction**, which contract is by reference incorporated herein and made a part hereof, and is hereinafter referred to as the contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Contractor shall promptly and faithfully perform the Contract during the original term thereof and any extensions thereof which may be granted by the City with or without notice to the Surety and during any guarantee or warranty period, including the obligation to correct any latent defects not discovered until after acceptance of the project by the City, and if he shall satisfy all claims and demands incurred under said Contract and shall fully indemnify and save harmless the City, its agents, Engineer and employees from all losses, damages, expenses, costs and Attorney's Fees, including appellate proceedings which it may suffer by reason of failure to do so, and shall reimburse and repay the City all outlay and expense which the City may incur in making good any default, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED FURTHER, whenever Contractor shall be, and declared by the City to be in default under the Contract, the City having performed its obligations thereunder, the Surety may promptly remedy the default or shall promptly:

- (1) Complete the Contract in accordance with its terms and conditions; or
- (2) Obtain a bid or bids for submission to the City for completing the Contract in accordance with its terms and conditions and upon determination by the City and Surety of the lowest responsible bidder, arrange for a contract between such bidder and City and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion, less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price" as used in this paragraph, shall mean the total

amount payable by the City to Contractor under the Contract and any amendments thereto, less the amount properly paid by the City to the Contractor.

PROVIDED FURTHER, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Contract Documents accompanying the same shall in any waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Contract Documents.

PROVIDED FURTHER, any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due; except that, when the action involves a latent defect, suit must be instituted within four (4) years from the time the defect is discovered or should have been discovered with the exercise of due diligence.

PROVIDED FURTHER, no right of action shall accrue on this bond to or for the use of any person or corporation other than the City, its successors or assigns.

SIGNED AND SEALED this _____ day of _____, AD., 2017.

IN THE PRESENCE OF:

CONTRACTOR Slack Construction, Inc.

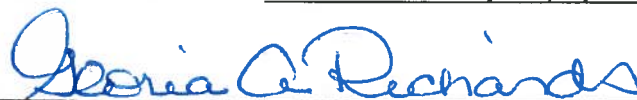


BY:


Cynthia C. Slack, President

INSURANCE COMPANY United Fire & Casualty Company

BY:



~~Agent and~~ Attorney-in-Fact & FL Licensed Resident Agent

Gloria A. Richards

(407) 786-7770

THE ATTACHED STATUTORY COVER PAGE FORMS AND BECOMES A PART OF THIS BOND.

PUBLIC WORKS PAYMENT BOND

Bond No. 54-217240

Executed in 6 Counterparts

KNOW ALL MEN BY THESE PRESENTS:

THAT **Slack Construction, Inc.**, as Principal, hereinafter called Contractor; and United Fire & Casualty Company, a corporation of the State of ~~Florida~~ ^{Iowa}, as surety, hereinafter called Surety, are held and firmly bound unto the City of Venice as Oblige, hereinafter called the City, in the amount of **(\$1,513,400.00) one million five hundred thirteen thousand dollars and 00/100's**, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated the _____ day of _____, 2017, entered into a Contract with the City for the following described project: **ITB#3065-17: T-Hangar Building No. 901 Construction** which contract is by reference incorporated herein and made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if Contractor shall promptly make payments to all persons supplying Contractor labor, materials and supplies, used directly or indirectly by the said Contractor or Subcontractors in the prosecution of the work provided for in said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in anywise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

PROVIDED FURTHER, that this Bond is issued pursuant to Section 255.05, Florida Statutes, and reference is hereby made to the notice and time limitations in said statute for making claims against this Bond.

PROVIDED FURTHER, that any suit under this Bond must be instituted before the expiration of one (1) year from the performance of the labor or completion of delivery of the materials or supplies.

PROVIDED FURTHER, no right of action shall accrue on this Bond to or for the use of any person or corporation other than the City named herein and those persons or corporations provided for by Section 255.05, Florida Statutes, their heirs, executors, administrators, successors or assigns.

SIGNED AND SEALED this _____ day of _____, A.D., 2017.

IN THE PRESENCE OF:

CONTRACTOR Slack Construction, Inc.

BY:

Cynthia C. Slack, President

INSURANCE COMPANY United Fire & Casualty Company

BY:

Gloria A. Richards

~~Agent~~ Attorney-in-Fact
& Florida Licensed Resident Agent
Gloria A. Richards (407) 786-7770



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
FINANCIAL PACIFIC INSURANCE COMPANY, ROCKLIN, CA
CERTIFIED COPY OF POWER OF ATTORNEY
(original on file at Home Office of Company - See Certification)

Inquiries: Surety Department
118 Second Ave SE
Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That UNITED FIRE & CASUALTY COMPANY, a corporation duly organized and existing under the laws of the State of Iowa; UNITED FIRE & INDEMNITY COMPANY, a corporation duly organized and existing under the laws of the State of Texas; and FINANCIAL PACIFIC INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint KIM E. NIV, JEFFREY W. REICH, SUSAN L. REICH, TERESA L. DURHAM, GLORIA A. RICHARDS, DON BRAMLAGE, LISA ROSELAND, CHERYL FOLEY, GLENN ARVANITIS, SONJA AMANDA FLOREE HARRIS, EACH INDIVIDUALLY of MAITLAND FL

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$100,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, AND FINANCIAL PACIFIC INSURANCE COMPANY.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted on May 15, 2013, by the Boards of Directors of UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, and FINANCIAL PACIFIC INSURANCE COMPANY.

"Article VI - Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal of the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.



IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 11th day of October, 2013

UNITED FIRE & CASUALTY COMPANY
UNITED FIRE & INDEMNITY COMPANY
FINANCIAL PACIFIC INSURANCE COMPANY

By:

Dennis J. Richmann Vice President

State of Iowa, County of Linn, ss:

On 11th day of October, 2013, before me personally came Dennis J. Richmann

to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of UNITED FIRE & CASUALTY COMPANY, a Vice President of UNITED FIRE & INDEMNITY COMPANY, and a Vice President of FINANCIAL PACIFIC INSURANCE COMPANY the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Judith A. Davis
Iowa Notarial Seal
Commission number 173041
My Commission Expires 04/23/2018

Judith A. Davis Notary Public
My commission expires: 04/23/2018

I, David A. Lange, Secretary of UNITED FIRE & CASUALTY COMPANY and Assistant Secretary of UNITED FIRE & INDEMNITY COMPANY, and Assistant Secretary of FINANCIAL PACIFIC INSURANCE COMPANY, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations
this _____ day of _____, 20_____.



By:

David A. Lange

Secretary, UF&C
Assistant Secretary, UF&I/FPIC

ATTACHMENT B

T-HANGAR BUILDING NO. 901 CONSTRUCTION
VENICE MUNICIPAL AIRPORT

APRIL 2017
Slack Construction, Inc.
2011 NE 8th Road
Ocala, Florida 34470

BID PRICE FORM

Contractor shall provide in the appropriate spaces of the bid form the unit price(s) and lump sum prices(s), based on the description indicated for that item, the Total Amount of each item in numerical figures and the Total Amount Bid for the entire work.

It is the intent of the OWNER to award all schedules of the project. If a contract is to be awarded, it will be awarded to the lowest responsive and responsible Bidder of the combined total of all schedules of work including the bid alternates.

Contractor shall provide prices for all Schedules. Failure to do so may result in the bid being considered non-responsive and rejected.

Cynthia C. Slack, President
Name of Authorized Individual

[Signature]
Authorized Signature

5/11/17
Date

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH OFFER

BF-3

ATTACHMENT B

T-HANGAR BUILDING NO 901 CONSTRUCTION
VENICE MUNICIPAL AIRPORT

Slack Construction, Inc.
2011 NE 8th Road
Ocala, Florida 34470

Bid Form T-Hangar Building No. 901 Construction Venice Municipal Airport, Venice FL

FDOT FM No. 436988-1-94-01

ITB NO. 3065-17

Spec. No.	Item Description	Plan Quantity	Unit	Unit Price	Total Item Cost
P-100-1	Mobilization	1	LS	39000.00	39000.00
P-102-1	Safety, Security and Maintenance of Airfield Operations	1	LS	4000.00	4000.00
P-151-1	Clearing and Grubbing	1	LS	29000.00	29000.00
P-152-1	Unclassified excavation	4000	CY	9.75	39000.00
P-152-2	Offsite Borrow Excavation	500	CY	17.25	8625.00
F-104	Prevention, Control, And Abatement of Erosion and Water Pollution	1	LS	15536.00	15536.00
P-211-5.1	Lime Rock Base Course (6")	3600	SY	13.22	47592.00
F-334-1-12	Superpave Asphalt Concrete (2")	400	TN	161.00	64400.00
D-701-1	Pipe, Plastic Corrugated, 12"	1020	LF	28.64	29212.80
D-701-2	Pipe Culvert, RCP 23"x14"	80	LF	67.65	5412.00
D-701-3	Pipe, PVC, 2"	110	LF	14.65	1611.50
D-751-1	Inlets, DT BOT, Type H, <10'	1	EA	13478.00	13478.00
D-751-2	Inlets, Plastic, 12"	19	EA	2404.00	45676.00
D-752-1	23"x14" Mitered End Section	2	EA	2385.00	4770.00
D-752-2	12" Mitered End Section	2	EA	2267.00	4534.00
P-610-1	Concrete Control Structure Apron (4")	14	SY	653.75	9152.50
P-610-2	Concrete Inlet Apron (8")	12	SY	1077.50	12930.00
P-620-1	Taxilane Painting (black or yellow)	1800	SF	2.50	4500.00
T-901-1	Seeding	37000	SY	1.50	55500.00
T-904-1	Sodding	6000	SY	4.80	28800.00
Division 03	Concrete	1	LS	122796.00	122796.00
Division 04	Masonry	1	LS	22440.00	22440.00
Division 08	Openings	1	LS	186655.00	186655.00
Division 09	Finishes	1	LS	35420.00	35420.00
Division 13	Special Construction	1	LS	477800.00	477800.00
Division 28	Electrical	1	LS	180559.20	180559.20
A-1	Building Permit Fee Allowance	1	AL	\$20,000.00	\$20,000.00
A-2	Electrical Allowance (directional bore and power connection to transformer)	1	AL	\$5,000.00	\$5,000.00

TOTAL CONTRACT BID AMOUNT \$1,513,400.00

Addendum #1

BF-4

ATTACHMENT C
INSURANCE REQUIREMENTS

Before performing any work, the Contractor shall procure and maintain, during the life of the Contract, insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the City and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best and Company rating of no less than A:VII. No changes are to be made to these specifications without prior written specific approval by the City.

1. The City of Venice is to be specifically included as an **ADDITIONAL INSURED** (with regards to General Liability).
2. The City of Venice shall be named as Certificate Holder. *Please Note that the Certificate Holder should read as follows:*

The City of Venice
401 West Venice Avenue
Venice, FL 34285

No City Division, Department, or individual name should appear on the certificate. **NO OTHER FORMAT WILL BE ACCEPTABLE.**

3. Required Coverage
 - a) **Commercial General Liability:** including but not limited to bodily injury, property damage, contractual liability, products and completed operations, and personal injury with limits of not less than **\$1,000,000** per occurrence, **\$1,000,000** aggregate covering all work performed under this Contract. Include broad form property damage (provide insurance for damage to property under the care custody and control of the contractor)
 - b) **Business Auto Policy:** including bodily injury and property damage for all vehicles owned, leased, hired and non-owned vehicles with limits of not less than **\$1,000,000** combined single limit covering all work performed under this Contract.
 - c) **Workers Compensation:** Contractor will provide Workers Compensation Insurance on behalf of all employees, including sub-contractors, who are to provide a service under this Contract, as required under Florida Law, Chapter 440, and Employers Liability with limits of not less than **\$100,000** per employee per accident; **\$500,000** disease aggregate; and **\$100,000** per employee per disease.
4. Policy Form:
 - a) All policies required by this Contract, with the exception of Workers Compensation, or unless specific approval is given by the City, are to be written on an occurrence basis, shall name the City of Venice, its Elected Officials, Officers, Agents, Employees as additional insured as their interest may appear under this Contract. Insurer(s), with the exception of Workers Compensation, shall agree to waive all rights of subrogation against the City of Venice, its Elected Officials, Officers, Agents, and Employees.
 - b) Insurance requirements itemized in this Contract, and required of the Contractor, shall be provided on behalf of all subcontractors to cover their operations performed under this Contract. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.
 - c) Each insurance policy required by this Contract shall:
 - (1) apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability;

- (2) be endorsed to state that coverage shall not be suspended, voided or canceled by either party except after thirty (30) calendar days prior written notice by certified mail, return receipt requested, has been given to the City of Venice's Director of Administrative Services.
- d) The City shall retain the right to review, at any time, coverage form, and amount of insurance.
- e) The procuring of required policies of insurance shall not be construed to limit Contractor's liability nor to fulfill the indemnification provisions and requirements of this Contract.
- f) The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of any deductible and/or retention to which such policies are subject, whether or not the City is an insured under the policy. In the event that claims in excess of the insured amounts provided herein are filed by reason of operations under the contract, the amount excess of such claims, or any portion thereof, may be withheld from any payment due or to become due to the contractor until such time the contractor shall furnish additional security covering such claims as may be determined by the City.
- g) Claims Made Policies will be accepted for professional and hazardous materials and such other risks as are authorized by the City. All Claims Made Policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two years. If provided as an option, the Contractor agrees to purchase the extended reporting period on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.
- h) Certificates of Insurance evidencing Claims Made or Occurrence form coverage and conditions to this Contract, as well as the City's Bid Number and description of work, are to be furnished to the City's Director of Administrative Services, 401 West Venice Avenue, Venice, FL 34285, ten (10) business days prior to commencement of work and a minimum of thirty (30) calendar days prior to expiration of the insurance policy.
- i) Notices of Accidents and Notices of Claims associated with work being performed under this Contract, shall be provided to the Contractor's insurance company and the City's Director of Administrative Services, as soon as practicable after notice to the insured.
- j) All property losses shall be payable to, and adjusted with, the City.
- k) The City may increase or decrease the coverage and coverage limits required of the contractor by change order.



CERTIFICATE OF LIABILITY INSURANCE

SLACKCO

OP ID: BW

DATE (MM/DD/YYYY)

05/30/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown of Florida, Inc. Ocala Division 1720 SE 16th Avenue, Suite 301 Ocala, FL 34471-4620 Will Thames	CONTACT NAME: Will Thames	
	PHONE (A/C, No, Ext): 352-732-5010	FAX (A/C, No): 352-732-5344
INSURED Slack Construction, Inc. 2011 NE 8th Road Ocala, FL 34470	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Westfield Insurance Company	
	INSURER B: National Builders Ins. Co.	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			TRA3782371	07/22/2016	07/22/2017	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS			TRA3782371	07/22/2016	07/22/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☐ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			TRA3782371	07/22/2016	07/22/2017	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☒ N/A			WCV050156908	10/02/2016	10/02/2017	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Venice, its elected officials, agents, employees are included as additional insureds w/respects to the general liability & auto policies when required by written contract/agreement. Umbrella follows form. see attached

CERTIFICATE HOLDER**CANCELLATION**

VENICEC The City of Venice 401 W. Venice Avenue Venice, FL 34285	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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NOTEPAD:

HOLDER CODE **VENICEC**
INSURED'S NAME **Slack Construction, Inc.**

SLACKCO
OP ID: BW

PAGE 2
Date **05/30/2017**

A waiver of subrogation is applicable in favor of additional insureds with regards to the general liability & auto when required by written contract/agreement. 30 day notice of cancellaiton applies except 10 days for nonpayment.

ATTACHMENT D



REQUIRED PROVISIONS FOR FLORIDA DEPARTMENT OF TRANSPORTATION PROJECTS

The following provisions apply to this Project, which includes the expenditure of Florida Department of Transportation funds:

D-01 DEFINITIONS

“Department” or “FDOT” means the Florida Department of Transportation.

“Offeror” shall mean the “Contractor”.

“Owner” shall mean the “City of Venice, Florida”.

“Vendor” shall also mean the “Contractor”.

D-02 EQUAL EMPLOYMENT OPPORTUNITY

In connection with the carrying out of any work on this project, the contractor shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, age, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The contractor shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development or operation of the Project, except contracts for standard commercial supplies or raw materials. When the Project involves installation, construction, demolition, removal, site improvement, or similar work, the contractor shall post in conspicuous places available to employees and applicants for employment for Project work, notices to be provided by the Department setting forth the provisions of the non-discrimination clause.

D-03 PROHIBITED INTERESTS

ATTACHMENT D

In connection with this Project or any property included or planned to be included in the Project related to this Invitation to Bid, the Contractor certifies that neither it nor any officer director or employee of the Contractor, nor any business entity of which an officer, director or employee of the Contractor or any of the Contractor's officer's, director's or employee's spouse or child, or any combination of them, has a material interest.

"Material interest" means direct or indirect ownership of more than five (5) percent of the total assets of capital stock of any business entity.

The Contractor shall not enter into any subcontract or arrangement in connection with the project or any property included or planned to be included in the project, with any person or entity who was represented before the Contractor by any person who at the time during the immediately preceding two (2) years was an officer, director or employee of the Owner. The provisions of this subsection shall not be applicable to any agreement between the Contractor and its fiscal depositories, any agreement for utility services, the rates for which are fixed or controlled by the government, or any agreement between the Contractor and an agency of state government.

D-04 PUBLIC ACCESS TO RECORDS

The Vendor shall allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Vendor in conjunction with any contract and/or agreement with the City. Specifically, if the Vendor is acting on behalf of a public agency the Vendor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the services provided by the Vendor.
2. Provide the public with access to public records on the same terms and conditions that the Department would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
4. Meet all requirements for retaining public records and transfer, at no cost, to the Department all public records in possession of the Vendor upon the termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Department in a format that is compatible with the information technology systems of the Department.

Failure by the Vendor to grant such public access shall be grounds for immediate unilateral cancellation of any agreement and/or contract by the Department. The Vendor shall promptly provide the Department with a copy of any request to inspect or copy public records in possession of the Vendor and shall promptly provide the Department a copy of the Vendor's response to each such request.

ATTACHMENT D

D-05 PUBLIC ENTITY CRIME

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, F.S. for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

D-06 TITLE VIII – CIVIL RIGHTS ACT OF 1968

Execution of a contract for this Project constitutes a certification that the offeror will comply with all the requirements imposed by Title VIII of the Civil Rights Act of 1968, 42 USC 3601, et seq., which among other things, prohibits discrimination in employment on the basis of race, color, national origin, creed, sex, and age.

D-07 RESTRICTIONS ON LOBBYING

CERTIFICATION REGARDING LOBBYING: The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

ATTACHMENT D

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

STATE RESTRICTIONS ON LOBBYING: No funds received pursuant to this contract may be expended for lobbying the Legislature or a state agency.

D-08 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)

Submittal of a Proposal in response to this Invitation to Bid constitutes a certification that the contractor will comply with all the requirements imposed by the ADA (42 U.S.C. 12102, et. Seq.), the regulations of the federal government issued thereunder, and the assurance by the contractor pursuant thereto.

D-09 E-VERIFY

Contractor/Subcontractor(s):

1. 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 Consultant during the term of the contract; and
2. Shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

D-10 INSPECTOR GENERAL COOPERATION

The contractor agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

D-11 DISCRIMINATION

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

ATTACHMENT D

D-12 COPYRIGHT RESTRICTIONS

No material prepared under this agreement shall be subject to copyright in the United States or any other country.

D-13 FORMAT

All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

D-14 CONTRACTOR RESPONSIBILITIES

For any work related to this Project, the foregoing provisions in these Required Provisions for Florida Department of Transportation Projects shall be conspicuously set forth in every contract and subcontract and solicitation therefore.

ATTACHMENT E

T-HANGAR BUILDING NO. 901 CONSTRUCTION
VENICE MUNICIPAL AIRPORT

Slack Construction, Inc.
2011 NE 8th Road
Ocala, Florida 34470
APRIL 2017

CONTRACT TIME AND LIQUIDATED DAMAGES

Project Name: T-HANGAR BUILDING NO. 901 CONSTRUCTION
VENICE MUNICIPAL AIRPORT

Slack Construction, Inc.
2011 NE 8th Road
Ocala, Florida 34470

It is a requirement of this contract that items listed below are to be sequenced and scheduled as herein stipulated.

1. The Contractor may not proceed with this project prior to a written **NOTICE TO PROCEED** from the Owner on each phase.
2. The contract time shall commence upon the issuance of a written notice to proceed for each phase from the Owner. The Contractor shall complete all work in each phase as specified below or indicated in the contract documents.
3. The Contractor and Owner agree that time is of the essence regarding the work to be performed and that the Owner will suffer a financial loss if the work is not completed within the contract time specified above. A precise determination of actual damages which would be incurred by the Owner for any delay in the completion of the work would be difficult to ascertain. Accordingly, instead of requiring any such proof, the Contractor and Owner agree that as liquidated damages for delay (but not as a penalty) the Contractor shall pay Owner the following amounts per day for each and every day, or portion thereof, for each phase as shown below:

CONTRACT DAYS AND SCHEDULE OF LIQUIDATED DAMAGES		
Work Item	Calendar Days	Liquidated Damages
Mobilization	60	--
Phase 1*	120	--
Phase 1A	60	\$500/day
Phase 1B	120	\$1000/day
Phase 2*	10	\$1000/day
Phase 3*	3	\$1000/day
Phase 4*	17	\$500/day
Phase 5	14	\$500/day
Substantial Completion Airfield	224	\$500/day

*Phasing order is at the Contractor's discretion. However, individual phases shall not exceed the duration shown. Phase 1 can be constructed simultaneously with other phases.

Cynthia C. Slack
Name of Authorized Individual
[Signature]
Authorized Signature
5/11/17
Date

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH OFFER

BF-5