(BID SET)

HILLSBOROUGH COUNTY
AVIATION AUTHORITY

PROJECT MANUAL

(Containing Bidding and Contract Requirements and Specifications)

FOR

Airside D Development Program
Guideway Structure

HCAA PROJECT NO. 8500 23
FAA AIP PROJECT NUMBER 03-12-0078-086-2025

TAMPA INTERNATIONAL AIRPORT
TAMPA, FLORIDA

Prepared By: Procurement Department

POST DATE: April 17, 2025

Hillsborough County Aviation Authority
Solicitation Addendum

Addendum No.:	1
Solicitation Title:	Airside D Development Program Guideway Structure
Addendum Date:	May 7, 2025
Procurement Agent:	April Kelly

NOTE: The due date for submission of the Bid remains on **May 28, 2025, no later than 2:00 p.m. E.T**.

THE FOLLOWING ITEMS ARE MADE AND HEREBY BECOME A PART OF THIS SOLICITATION AS PREPARED BY PROCUREMENT:

Remove and Replace:

REMOVE	SECTION 00840 – DAVIS-BACON WAGE RATES.
REPLACE WITH	The attached revised SECTION 00840 – DAVIS-BACON WAGE RATES, in its entirety.
REMOVE	SECTION 00850 – DRAWING INDEX.
REPLACE WITH	The attached revised SECTION 00850 – DRAWING INDEX, in its entirety.
REMOVE	Specifications Section 000110 - Table of Contents.
REPLACE WITH	The attached revised Specifications Section 000110 - Table of Contents, in its entirety.
REMOVE	Sheet Cover Page.
REPLACE WITH	The attached revised Sheet Cover Page, in its entirety.
REMOVE	Sheet GY-G001 – Sheet Index and Code Summary.
REPLACE WITH	The attached revised Sheet GY-G001 - Sheet Index and Code Summary, in its entirety.

REMOVE	Sheet GY-G006 – General Notes.
REPLACE WITH	The attached revised Sheet GY-G006 – General Notes, in its entirety.
REMOVE	Sheet GY-G010 – Main Terminal Shuttle Platform – Existing.
REPLACE WITH	The attached revised Sheet GY-G010 – Main Terminal Shuttle Platform - Existing, in its entirety.
REMOVE	Sheet GY-G011 – Main Terminal Shuttle Platform – Phase 1.
REPLACE WITH	The attached revised Sheet GY-G011 – revised title to Main Terminal Shuttle Platform – Scope Delineation 1, in its entirety.
REMOVE	Sheet GY-G012 – Main Terminal Shuttle Platform – Phase 2.
REPLACE WITH	The attached revised Sheet GY-G012 – revised title to Main Terminal Shuttle Platform – Scope Delineation 2, in its entirety.
REMOVE	Sheet GY-G013 – Main Terminal Shuttle Platform – Phase 3.
REPLACE WITH	The attached revised Sheet GY-G013 – revised title to Main Terminal Shuttle Platform – Scope Delineation 3, in its entirety.
REMOVE	Sheet GY-G014 – Main Terminal Shuttle Platform – Phase 4.
REPLACE WITH	The attached revised Sheet GY-G014 – revised title to Main Terminal Shuttle Platform – Scope Delineation 4, in its entirety.
REMOVE	Sheet GY-D-A120N– Main Terminal Shuttle Station – Demo.
REPLACE WITH	The attached revised Sheet GY-D-A120N– Main Terminal Shuttle Station – Demo, in its entirety.
REMOVE	Sheet GY-D-A401 – Building Section - Main Terminal Shuttle Station – Demo.
REPLACE WITH	The attached revised Sheet GY-D-A401– Building Section - Main Terminal Shuttle Station – Demo, in its entirety.
REMOVE	Sheet GY- A120N - Main Terminal Shuttle Station.
REPLACE WITH	The attached revised Sheet GY- A120N - Main Terminal Shuttle Station, in its entirety.
REMOVE	Sheet GY- A300 - Train Tube Entrance Elevation.
REPLACE WITH	The attached revised Sheet GY- A300 - Train Tube Entrance Elevation, in its entirety.
REMOVE	Sheet GY- A401 – Building Sections – Landside Shuttle Station.
REPLACE WITH	The attached revised Sheet GY- A401 – Building Sections – Landside Shuttle Station, in its entirety.

REMOVE Sheet GY- A600 – Train Tube Entrance Details.
REPLACE WITH The attached revised Sheet GY- A600 – Train Tube Entrance Details, in its entirety.

REMOVE Sheet GY- E001 – Guideway Photometric Plan.
REPLACE WITH The attached revised Sheet GY- E001 – Guideway Photometric Plan, in its entirety.

REMOVE Sheet GY- E160K – Level 2 – Guideway – Sector K - Lighting.
REPLACE WITH The attached revised Sheet GY- E160K – Level 2 – Guideway – Sector K - Lighting, in its entirety.

REMOVE Sheet GY- E160L – Level 2 – Guideway – Sector L - Lighting.
REPLACE WITH The attached revised Sheet GY- E160L – Level 2 – Guideway – Sector L - Lighting, in its entirety.

REMOVE Sheet GY- E160M – Level 2 – Guideway – Sector M - Lighting.
REPLACE WITH The attached revised Sheet GY- E160M – Level 2 – Guideway – Sector M - Lighting, in its entirety.

REMOVE Sheet GY- E160N – Level 2 – Guideway – Sector N - Lighting.
REPLACE WITH The attached revised Sheet GY- E160N – Level 2 – Guideway – Sector N - Lighting, in its entirety.

REMOVE Sheet GY- E901 – Details - Electrical.
REPLACE WITH The attached revised Sheet GY- E901 – Details - Electrical, in its entirety.

Add
ADD Specification 074213.23 - Metal Composite Material Wall Panels.

Remove
REMOVE Sheet GY- A010 – Exterior Assemblies.

Questions and Responses:

Q.1 The wage rates in section 00840 are not coming up on SAMS. FL20230116 & FL20230208 were in SAMS but under FL2025, FL20230169 is found under any year. Please update the wage determination numbers.

R.1 See attached revised Section 00840 – DAVIS-BACON WAGE RATES.

Q.2 General Conditions 00700, Section 2.06 allows for Owner Direct Purchases (ODP). Please advise if the Owner intends to utilize this option on this Contract? If yes, please specify on which item(s) to anticipate ODP.

R.2 The Owner will work with the Contractor to identify ODP opportunities. The Contractor will provide a list of the materials they will need for the Project and the Owner will determine what the Owner will purchase. On similar past projects, the contractor(s) have recommended opportunities that included concrete, rebar, structural steel, handrails, and light fixtures. The Owner does not typically target items under $10,000.

Q.3 Drawing GY-SB-012, shows Proposed Airside D Truck Court and Proposed Bessie Coleman Blvd in the Partial Elevation view. Please confirm this work is not part of the Contract.

R.3 The proposed Airside D Truck Court and Proposed Bessie Coleman Blvd. shown in the Partial Elevation is not part of the Contract. Proposed roadways under the guideway bridge structure are shown in this Addendum for information only. Existing roadways are shown to highlight areas of conflict requiring MOT and restoration.

Q.4 In the bid item quantities provided, the drilled shaft and excavation for drilled shaft quantities match for the 54", but not the 42". Please provide the assumed calculations used to derive the quantities.

R.4 Drilled shaft lengths are measured from the Cutoff Elevation to the Tip Elevation as specified on drawing GY-SB-020, which includes the length of shaft embedded in the footing, where applicable. Excavation quantities are measured from the Bottom of Footing Elevation (GY-SB-021) to the Tip Elevation (GY-SB-020). As there is no footing and therefore no embedment length to consider for the 54" drilled shafts, the drilled shaft and excavation quantities are the same for the 54" drilled shafts.

Q.5 Please furnish a breakdown of the quantity for pay item 0460-2-2, Structural Steel, Low Alloy. Is this item to be used only for the structural steel plate girders? Or will other steel items (such as anchor bolts, embeds, platforms, grating, etc.) be compensated under this bid item unit price per pound?

R.5 Pay Item 0460-2-2 shall include all structural steel items not otherwise assigned an item-specific pay item. Pay item 0460-2-2 Structural Steel, Low Alloy shall include, but is not limited to, structural steel plate girders, stiffeners, diaphragms, connection plates, sole plates, wash platform members, baggage handling support system and embedded assemblies, filler plates, shim plates, fascia skirt supports, grating, and all associated hardware (e.g. shear studs, bolts, nuts, washers, etc.).

Q.6 Drawing GY-SB-052 details the baggage handling support system. The Bracket Installation Detail calls out a "2"x3/16" Grate w/Diamond Plate Cover". Is a specific product intended here? Or is the intent to provide and install two separate items (grating and diamond plate)? Additionally, the Notes on the same plan sheet state, "provide galvanized steel floor grating per project specification section 05 53 13 Bar Grating". However, Section 2.2.B of this specification appears to combine properties of different standard gratings, creating a non-standard, specialty item. Swaged/Pressed

grating, fabricated in galvanized steel, with 2" crossbar spacing, is not a common product. Is a specialty item intended?

R.6 The callout for Grate w/Diamond Plate Cover is intended as two separate items as indicated in Sheet GY-SB-052 Notes 1 and 2. Specialty items should not be necessary. Grating is covered by Project Specification Section 05 53 13 - Bar Grating while the floor plate is covered by Project Specification Section 05 50 00 - Metal Fabrications. Plan callouts on Sheet GY-SB-052 will be updated to reference these items and associated specifications and clarify that a maximum 2" grating height is required to meet the minimum 6'-8" vertical clearance within the baggage handling system right-of-way.

Q.7 Please furnish a copy of the Florida Department of Transportation Public Transportation Grant Agreement that is referenced throughout the documents.

R.7 There are no FDOT grants funding the Project.

Q.8 Can you please confirm the budget for this project?

R.8 The engineer's estimate will be provided at the Bid Opening.

End of Addendum

INSTRUCTIONS:
Respondent must acknowledge receipt of this Addendum as instructed in the solicitation document. Failure to acknowledge receipt of this Addendum may result in the disqualification of the Respondent's response.

Hillsborough County Aviation Authority
Solicitation Addendum

Addendum No.:	2
Solicitation Title:	Airside D Development Program Guideway Structure
Addendum Date:	May 13, 2025
Procurement Agent:	April Kelly

NOTE: The due date for submission of the Bid remains on **May 28, 2025, no later than 2:00 p.m. E.T**.

THE FOLLOWING ITEMS ARE MADE AND HEREBY BECOME A PART OF THIS SOLICITATION AS PREPARED BY PROCUREMENT:

Note:
A revised Bid Schedule has been posted in the Owner's e-Procurement Portal with the posting of this Addendum No. 2.

Remove and Replace:

REMOVE	Section 01020 – OWNER'S ALLOWANCES.
REPLACE WITH	The attached revised Section 01020 – OWNER'S ALLOWANCES, in its entirety.
REMOVE	Specifications Section 00 01 10 - Table of Contents
REPLACE WITH	The attached revised Specifications Section 00 01 10 - Table of Contents, in its entirety.
REMOVE	Sheet GY-G001 – Sheet Index and Code Summary.
REPLACE WITH	The attached revised Sheet GY-G001 - Sheet Index and Code Summary, in its entirety.
REMOVE	Sheet GY-G007 – Airside D Guideway Phasing Plan.
REPLACE WITH	The attached revised Sheet GY-G007 – Airside D Guideway Phasing Plan, in its entirety.

REMOVE Sheet GY-G008 – Airside D Guideway Site Access Plan – Piers 3, 4 & 5.
REPLACE WITH The attached revised Sheet GY-G008 – Airside D Guideway Site Access Plan – Piers 3, 4 & 5, in its entirety.

REMOVE Sheet GY-G009 – Airside D Guideway Site Access Plan – Piers 1 & 2.
REPLACE WITH The attached revised Sheet GY-G009 – Airside D Guideway Site Access Plan – Piers 1 & 2, in its entirety.

REMOVE Sheet GY-UD-001 – Guideway Utility Plan.
REPLACE WITH The attached revised Sheet GY-UD-001 – Guideway Utility Plan, in its entirety.

REMOVE Sheet GY-UD-002 – Guideway Utility Plan (2).
REPLACE WITH The attached revised Sheet GY-UD-002 – Guideway Utility Plan (2), in its entirety.

REMOVE Sheet GY-SB-005 – Traffic Control General notes.
REPLACE WITH The attached revised Sheet GY-SB-005 – Traffic Control General notes, in its entirety.

REMOVE Sheet GY-SB-006 – Traffic Control Phase I Guideway Foundations.
REPLACE WITH The attached revised Sheet GY-SB-006 – Traffic Control Phase I Guideway Foundations, in its entirety.

REMOVE Sheet GY-SB-007 – Traffic Control Phase II TPA Access Road Closure.
REPLACE WITH The attached revised Sheet GY-SB-007 – Traffic Control Phase II TPA Access Road Closure, in its entirety.

REMOVE Sheet GY-SB-008 – Traffic Control Phase III Guideway Detour.
REPLACE WITH The attached revised Sheet GY-SB-008 – Traffic Control Phase III Guideway Detour, in its entirety.

Add:

ADD: Specification Section 32 92 23 - Turf and Grasses.

ADD: Specification Section 32 84 00 - Irrigation.

ADD: Sheet GY-LS001 – Landscape Planting Plan.

ADD: Sheet GY-LS002 – Irrigation Plan.

ADD: Sheet GY-LS003 – Notes and Details.

ADD: Sheet GY-SB055 – Laydown Site Grading and Restoration.

End of Addendum

INSTRUCTIONS:
Respondent must acknowledge receipt of this Addendum as instructed in the solicitation document. Failure to acknowledge receipt of this Addendum may result in the disqualification of Respondent's response.

Hillsborough County Aviation Authority

Solicitation Addendum

Addendum No.:	3
Solicitation Title:	Airside D Development Program Guideway Structure
Addendum Date:	May 23, 2025
Procurement Agent:	April Kelly

NOTE: The due date for submission of the Bid has been revised to **May 30, 2025, no later than 2:00 p.m. E.T**.

THE FOLLOWING ITEMS ARE MADE AND HEREBY BECOME A PART OF THIS SOLICITATION AS PREPARED BY PROCUREMENT:

Note:

A revised Bid Schedule has been posted in the Owner's e-Procurement Portal with the posting of this Addendum No. 3.

Add

ADD	Sheet GY-SB-054 - Guideway Bill of Reinforcement (2 of 2).
ADD	Sheet GY-SB-056 - Existing Topographic Survey.
ADD	Sheet GY-SB-057 - Erosion Control.
ADD	Sheet GY-SB-058 - Erosion Control Details.
ADD	Section 02 35 29.25 - Contaminated Soils.
ADD	Section 02 35 29.27 - Contaminated Groundwater.
ADD	Item C-102 - Temporary Air and Water Pollution, Soil Erosion, and Siltation Control.

ADD Item M-102 - Maintenance of Traffic and Temporary Construction Items.

ADD Item M-103 - Project Survey and Stakeout.

ADD Item M-104 - Safety and Security.

ADD Exhibit - EB03 - Contamination Testing Results dated July 30, 2024.

ADD Exhibit - EB04 - HCAA Asset Tagging ASD Request.

Remove and Replace:

REMOVE SECTION 00020 – INVITATION TO BID.
REPLACE WITH The attached revised SECTION 00020 – INVITATION TO BID, in its entirety

REMOVE SECTION 00300 – BID FORM.
REPLACE WITH The attached revised SECTION 00300 – BID FORM, in its entirety.

REMOVE SECTION 00510 – CONTRACT.
REPLACE WITH The attached revised SECTION 00510 – CONTRACT, in its entirety.

REMOVE Section 00 01 10 - Table of Contents.
REPLACE WITH The attached revised Section 00 00 01 - Table of Contents, in its entirety.

REMOVE Section 02 06 30 - Pilot Hole Borings.
REPLACE WITH The attached revised Section 02 06 30 – Pilot Hole Borings, in its entirety.

REMOVE Section 03 30 00 - Cast-in-Place Concrete.
REPLACE WITH The attached revised Section 03 30 00 - Cast-in-Place Concrete, in its entirety.

REMOVE Section 03 41 00 - Precast Structural Concrete.
REPLACE WITH The attached revised Section 03 41 00 - Precast Structural Concrete, in its entirety.

REMOVE Section 05 01 00 - Post-Installed Structural Anchors.
REPLACE WITH The attached revised Section 05 01 00 - Post-Installed Structural Anchors, in its entirety.

REMOVE Section 05 12 00 - Structural Steel Framing.
REPLACE WITH The attached revised Section 05 12 00 - Structural Steel Framing, in its entirety.

REMOVE Section 05 31 00 - Steel Decking.
REPLACE WITH The attached revised Section 05 31 00 - Steel Decking, in its entirety.

REMOVE	Section 05 40 00 - Cold-Formed Metal Framing.
REPLACE WITH	The attached revised Section 05 40 00 - Cold-Formed Metal Framing, in its entirety.
REMOVE	Section 07 95 16 - Exterior Expansion Joint Cover Assemblies.
REPLACE WITH	The attached revised Section 07 95 16 - Exterior Expansion Joint Cover Assemblies, in its entirety.
REMOVE	Section 09 91 13 - Exterior Painting.
REPLACE WITH	The attached revised Section 09 91 13 - Exterior Painting, in its entirety.
REMOVE	Section 26 51 10 - Interior Lighting.
REPLACE WITH	The attached revised Section 26 51 10 - Interior Lighting, in its entirety.
REMOVE	Section 31 63 29 – Drilled Concrete Piers and Shafts.
REPLACE WITH	The attached revised Section 31 63 29 – Drilled Concrete Piers and Shafts, in its entirety
REMOVE	Section 32 84 00 - Irrigation.
REPLACE WITH	The attached revised Section 32 84 00 - Irrigation, in its entirety.
REMOVE	Section 32 92 23 - Turf and Grasses.
REPLACE WITH	The attached revised Section 32 92 23 - Turf and Grasses, in its entirety.
REMOVE	Sheet GY-G001 – Sheet Index and Code Summary
REPLACE WITH	The attached revised Sheet GY-G001 – Sheet Index and Code Summary, in its entirety.
REMOVE	Sheet GY-G007 - Airside D Guideway Phasing Plan.
REPLACE WITH	The attached revised Sheet GY-G007 - Airside D Guideway Phasing Plan, in its entirety.
REMOVE	Sheet GY-G008 - Airside D Guideway Site Access Plan - Piers 3, 4 & 5.
REPLACE WITH	The attached revised Sheet GY-G008 - Airside D Guideway Site Access Plan - Piers 3, 4 & 5, in its entirety.
REMOVE	Sheet GY-G009 - Airside D Guideway Site Access Plan - Piers 1 & 2.
REPLACE WITH	The attached revised Sheet GY-G009 - Airside D Guideway Site Access Plan - Piers 1 & 2, in its entirety.
REMOVE	Sheet GY-SB-001 - Guideway General Notes (1 of 2).
REPLACE WITH	The attached revised Sheet GY-SB-001 - Guideway General Notes (1 of 2), in its entirety.

REMOVE Sheet GY-SB-002 - Guideway General Notes (2 of 2).
REPLACE WITH The attached revised Sheet GY-SB-002 - Guideway General Notes (2 of 2), in its entirety.

REMOVE Sheet GY-SB-003 - Guideway Threshold Inspection Plan (1 of 2).
REPLACE WITH The attached revised Sheet GY-SB-003 - Guideway Threshold Inspection Plan (1 of 2), in its entirety.

REMOVE Sheet GY-SB-020 - Guideway Foundation Layout.
REPLACE WITH The attached revised Sheet GY-SB-020 - Guideway Foundation Layout, in its entirety.

REMOVE Sheet GY-SB-021 - Guideway Foundation Details.
REPLACE WITH The attached revised Sheet GY-SB-021 - Guideway Foundation Details, in its entirety.

REMOVE Sheet GY-SB-022 - Guideway Pier 1 Details.
REPLACE WITH The attached revised Sheet GY-SB-022 - Guideway Pier 1 Details, in its entirety.

REMOVE Sheet GY-SB-023 - Guideway Pier 2 Details.
REPLACE WITH The attached revised Sheet GY-SB-023 - Guideway Pier 2 Details, in its entirety.

REMOVE Sheet GY-SB-024 - Guideway Pier 3 Details.
REPLACE WITH The attached revised Sheet GY-SB-024 - Guideway Pier 3 Details, in its entirety.

REMOVE Sheet GY-SB-025 - Guideway Pier 4 Details.
REPLACE WITH The attached revised Sheet GY-SB-025 - Guideway Pier 4 Details, in its entirety.

REMOVE Sheet GY-SB-026 - Guideway Pier 5 Details.
REPLACE WITH The attached revised Sheet GY-SB-026 - Guideway Pier 5 Details, in its entirety.

REMOVE Sheet GY-SB-029 - Guideway APM Superstructure Plan & Sections (1 of 2).
REPLACE WITH The attached revised Sheet GY-SB-029 - Guideway APM Superstructure Plan & Sections (1 of 2), in its entirety.

REMOVE Sheet GY-SB-030 - Guideway APM Superstructure Plan & Sections (2 of 2).
REPLACE WITH The attached revised Sheet GY-SB-030 - Guideway APM Superstructure Plan & Sections (2 of 2), in its entirety.

REMOVE	Sheet GY-SB-031 - Guideway APM Superstructure Finish Grade Elevations.
REPLACE WITH	The attached revised Sheet GY-SB-031 - Guideway APM Superstructure Finish Grade Elevations, in its entirety.
REMOVE	Sheet GY-SB-033 - Guideway APM Superstructure Steel Girder Details (2 of 3).
REPLACE WITH	The attached revised Sheet GY-SB-033 - Guideway APM Superstructure Steel Girder Details (2 of 3), in its entirety.
REMOVE	Sheet GY-SB-035 - Guideway APM Superstructure Fascia Skirt Details.
REPLACE WITH	The attached revised Sheet GY-SB-035 - Guideway APM Superstructure Fascia Skirt Details, in its entirety.
REMOVE	Sheet GY-SB-036 - Guideway APM Superstructure Running Surface Details.
REPLACE WITH	The attached revised Sheet GY-SB-036 - Guideway APM Superstructure Running Surface Details, in its entirety.
REMOVE	Sheet GY-SB-037 - Guideway Landside Platform Running Surface Details.
REPLACE WITH	The attached revised Sheet GY-SB-037 - Guideway Landside Platform Running Surface Details, in its entirety.
REMOVE	Sheet GY-SB-038 - Guideway Guidebeam Horizontal & Vertical Control.
REPLACE WITH	The attached revised Sheet GY-SB-038 - Guideway Guidebeam Horizontal & Vertical Control, in its entirety.
REMOVE	Sheet GY-SB-039 - Guideway Walkway Superstructure Plan & Sections (1 of 2).
REPLACE WITH	The attached revised Sheet GY-SB-039 - Guideway Walkway Superstructure Plan & Sections (1 of 2), in its entirety.
REMOVE	Sheet GY-SB-040 - Guideway Walkway Superstructure Plan & Sections (2 of 2).
REPLACE WITH	The attached revised Sheet GY-SB-040 - Guideway Walkway Superstructure Plan & Sections (2 of 2), in its entirety.
REMOVE	Sheet GY-SB-041 - Guideway Walkway Superstructure Finish Grade Elevations.
REPLACE WITH	The attached revised Sheet GY-SB-041 - Guideway Walkway Superstructure Finish Grade Elevations, in its entirety.
REMOVE	Sheet GY-SB-042 - Guideway Walkway Superstructure Building Connection.

REPLACE WITH The attached revised Sheet GY-SB-042 - Guideway Walkway Superstructure Building Connection, in its entirety.

REMOVE Sheet GY-SB-043 - Guideway Florida-I Beam Table of Beam Variables.
REPLACE WITH The attached revised Sheet GY-SB-043 - Guideway Florida-I Beam Table of Beam Variables, in its entirety.

REMOVE Sheet GY-SB-044 - Guideway Florida-I Beam Data Tables.
REPLACE WITH The attached revised Sheet GY-SB-044 - Guideway Florida-I Beam Data Tables, in its entirety.

REMOVE Sheet GY-SB-046 - Guideway Florida-I Beam Modified FIB-96 Details.
REPLACE WITH The attached revised Sheet GY-SB-046 - Guideway Florida-I Beam Modified FIB-96 Details, in its entirety.

REMOVE Sheet GY-SB-047 - Guideway Handrail & Lighting Details (1 of 2).
REPLACE WITH The attached revised Sheet GY-SB-047 - Guideway Handrail & Lighting Details (1 of 2), in its entirety.

REMOVE Sheet GY-SB-048 - Guideway Handrail & Lighting Details (2 of 2).
REPLACE WITH The attached revised Sheet GY-SB-048 - Guideway Handrail & Lighting Details (2 of 2), in its entirety.

REMOVE Sheet GY-SB-052 - Guideway Baggage Handling Support System (3 of 3).
REPLACE WITH The attached revised Sheet GY-SB-052 - Guideway Baggage Handling Support System (3 of 3), in its entirety.

REMOVE Sheet GY-SB-053 - Guideway Bill of Reinforcement (1 of 2).
REPLACE WITH The attached revised Sheet GY-SB-053 - Guideway Bill of Reinforcement (1 of 2), in its entirety.

REMOVE Sheet GY-D-A401 - Building Section - Main Terminal Shuttle Station - Demo.
REPLACE WITH The attached revised Sheet GY-D-A401 - Building Section - Main Terminal Shuttle Station – Demo, in its entirety.

REMOVE Sheet GY-E160K - Level 2 - Guideway - Sector K - Lighting.
REPLACE WITH The attached revised Sheet GY-E160K - Level 2 - Guideway - Sector K - Lighting, in its entirety.

REMOVE Sheet GY-E160L - Level 2 - Guideway - Sector L - Lighting.
REPLACE WITH The attached revised Sheet GY-E160L - Level 2 - Guideway - Sector L - Lighting, in its entirety.

REMOVE Sheet GY-E160M - Level 2 - Guideway - Sector M - Lighting.
REPLACE WITH The attached revised Sheet GY-E160M - Level 2 - Guideway - Sector M - Lighting, in its entirety.

REMOVE Sheet GY-E160N - Level 2 - Guideway - Sector N - Lighting.
REPLACE WITH The attached revised Sheet GY-E160N - Level 2 - Guideway - Sector N - Lighting, in its entirety.

REMOVE Sheet GY-E901 - Details - Electrical.
REPLACE WITH The attached revised Sheet GY-E901 - Details - Electrical, in its entirety.

Questions and Responses:

Q.1 Drawing GY-SB-053 indicates, the "Bill of Reinforcement will be included in the Addendum". Please advise the anticipated date that the Addendum will be issued.

R.1 See the attached revised Sheets GY-SB-053 and GY-SB-054 for the Bill of Reinforcement.

Q.2 Please consider extending the bid date. The current bid date of May 28, 2025, occurs immediately following a holiday weekend when many subcontractors and suppliers have prior commitments.

R.2 The Bid Submittal Time and Date is largely driven by deadlines for the Federal Grants funding this Project and must be closely adhered to. However, given the adjacency to the Memorial Day holiday, the Bid Opening date is being extended by two days to May 30, 2025. Refer to the attached revised Section 00020.

Q.3 Drawing GY-SB-001, Note S, indicates the Contractor is responsible for removals and restoration. We presume that restoration to the pre-construction condition is not desired, since additional work will be taking place. Are there any specific plan details that can be provided to clearly identify the anticipated restoration required upon completion of this contract's work?

R.3 The restoration notes are applicable to areas that have not been disturbed by presently ongoing construction activities (e.g. hotel parking lot, existing roadways), specifically in the vicinity of the footings for Piers 3, 4, and 5. Additional restoration areas were depicted on Sheet GY-SB-055 Laydown Site Grading and Restoration in Addendum No. 2.

Q.4 Project Manual Section 020630, Pilot Hole Borings, indicates, "contaminated soils and groundwater exist at the site to a depth of 20 feet below existing ground surface…" Section 312000.3, Earth Moving, mentions, "the contamination area…" However, The Geotechnical Report does not provide any information relative to contamination. Please furnish additional details related to the contamination type and requirements anticipated under this contract.

R.4 See the attached revised Section 02 06 30 - Pilot Hole Borings. Pilot hole borings at each drilled shaft location have been completed and are no longer required, except for the pilot hole borings required at each method shaft (per General Note L.4, Sheet GY-SB-001) for informational purposes on the soil/rock conditions to assist in the installation of the method shaft. See the attached added Exhibit EB03, Contamination Testing Results dated July 30, 2024. Depending on the location of the pilot hole for the method shaft, contamination procedures for the pilot hole drilling as described in Section 02 06 30 - Pilot Hole Borings may still be required. Section 02 35 29.25 - CONTAMINATED SOIL should be reviewed for contamination procedures.

Q.5 Please clarify the expected quality control testing requirements for this contract. Division 1, Section 01410 requires the Contractor to provide an independent testing laboratory. However, Project Manual Section 316329, Section 3.6, Field Quality Control, indicates the Design-Builder will engage inspectors and a testing agency.

R.5 Section 01410 requires the Contractor to engage the services of an independent testing laboratory to perform all necessary Quality Control inspections, sampling, testing, etc. to ensure the adequacy of materials and construction methods. The Owner will provide independent Quality Assurance inspectors to ensure that all procedures and testing are being completed in accordance with all Project requirements and specifications. Note also that references to the "Design-Builder" have been revised to state "Contractor" throughout the Project Specifications.

Q.6 Refer to Drawing GY-SB-031. The Span 1 & 2 Typical Section shows the dimensions for *Exterior and *Interior Offsets. Please confirm the dimensions in the Girder Offset Dimensions table. Specifically, many of the Interior Girder Offset dimensions appear to be from a different reference than the Centerline of Guideway Track.

R.6 See the attached revised Sheet GY-SB-031 for the updated Girder Offset Dimensions table.

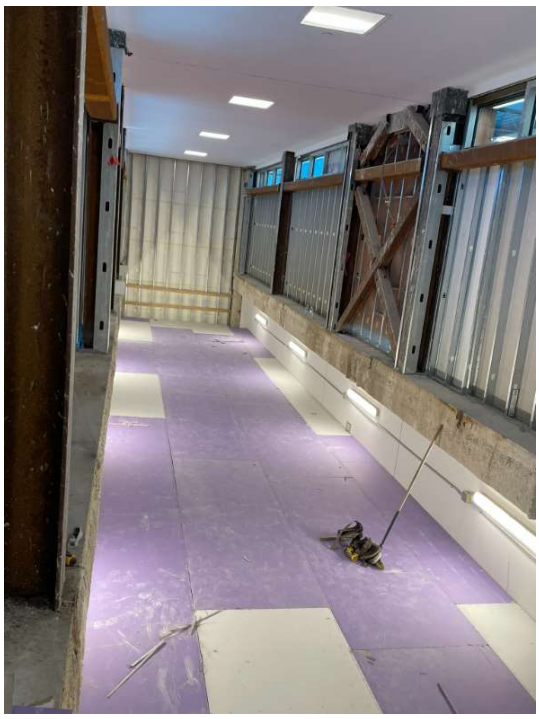
Q.7 Refer to Drawing GY-SB-037, Section B-B and Note 3. The plan shows existing composite steel deck to remain and the note indicates lapping with existing reinforcing steel. Drawing GY-D-A120N shows demolition of the shaftliner enclosure. We are trying to determine the demolition requirements inside the existing train tube. However, we were unable to access the area during the site visit. Is it possible to provide additional details or pictures to help clarify the demolition needed?

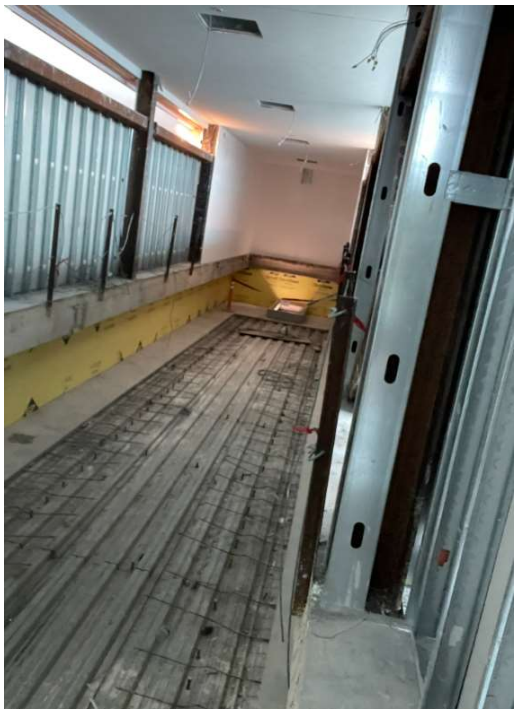
R.7 See the attached revised Sheet GY-D-A401 - Building Section - Main Terminal Shuttle Station - Demo, that shows the cross-section demolition extents and shaft liner placement. The full extent of the shaft liner along the train tubes is shown on Sheet GY-D-A120N. The shaft liner construction follows a typical UL415-rated assembly. Detail E4 Existing Train Tube Pit on Sheet GY-A401 - Building Sections - Landside Shuttle Station, issued with Addendum No. 1, shows the new concrete deck installation, with additional

details provided in the attached revised Sheet GY-SB-037 - Guideway Landside Platform Running Surface Detail.

See the photographs below for reference. The photo on the left is the work in progress of the shaftliner installation. The photo on the right is of the train tube conditions before the shaftliner installation.

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Q.8 Please confirm the quantity of Line Item 0515 2 111, PEDESTRIAN/BICYCLE RAILING, 1508 LF. If possible, provide a breakdown to help verify the locations/quantities.

R.8 See the revised Bid Schedule posted with this Addendum No. 3. The quantity of line item 0515 2 111 PEDESTRIAN/BICYCLE RAILING has been updated to reflect 1016 LF based on the length of railing required on each side of the walkway between the main and airside terminals as shown on Sheets GY-SB-039 and GY-SB-040.

Q.9 Please confirm the quantity of Line Item 26 05 33, 4"x4"x2" WEATHERPROOF JUNCTION BOX, 228 EA. If possible, provide a breakdown to help verify the locations/quantities.

R.9 There are a total of 149 junction boxes for line item 26 05 33, 4"x4"x2" WEATHERPROOF JUNCTION BOX: 102 junction boxes for walkway lighting (type G), 33 junction boxes for BHS (type B), 12 junction boxes for receptacles, and 2 junction boxes for blue light stations.

Q.10 Refer to Drawing GY-SB-035, Panel Opening at CL Spans detail. Please confirm the length of the C6x8.2 channel. Also, does the CL of Span refer to the Guideway spans? Or is the CL of Span referring to the span between fascia bracket posts (C5x9's at 6' o.c.)?

R.10 See the attached revised Sheet GY-SB-035 with a detail for an Intermediate Panel Opening. All fascia supports will be spaced at 6' maximum. Should the panel manufacturer recommend during the shop drawing process that intermediate open joints be provided, then the Intermediate Panel Openings detail can be used.

Q.11 Can TIA please consider extending the bid due date at least a week since the current bid due date falls immediately following a holiday weekend?

R.11 See R.2.

Q.12 Will the airport be performing their own threshold inspections or will that be responsibility of the GC?

R.12 Refer to Sheet GY-SB-003, Guideway Threshold Inspection Plan (1 of 2), Part I, Section D, Contractor's Responsibilities. The Contractor will be responsible for holding the contract of the threshold inspector and is to have a geotechnical engineer for monitoring the drilled shafts.

Q.13 Are there any prescribed pour sequences for the APM or Walkway decks (related to beam camber and/or substructure loading)?

R.13 No. Each span unit from expansion joint to expansion joint is to be poured in its entirety without intermediate construction joints.

Q.14 Please provide a summary table of the mass concrete quantities per location. We are coming up with a larger quantity and would like to find the discrepancy.

R.14 See attached revised Sheet GY-SB-001. Mass concrete is required for all pier footings, substructure caps and columns at Piers 2, 3, 4 and 5. Mass concrete is not required at Pier 1. Note that beam seat (pedestal) and backwall concrete are not included in the mass concrete quantities.

Q.15 Please provide a breakdown of the Superstructure Concrete. Is the Type F Lightweight Concrete paid under the Class IV Superstructure Concrete pay item?

R.15 The Superstructure Concrete quantity includes the running surfaces, deck slab, and beam build-up for Guideway APM spans 1 through 4; the cast-in-place running surface beams for Guideway APM span 5; the deck slab and beam build-up for Walkway spans 1 through 5; and the deck slab, plunger pad, and running surfaces within the Landside terminal station. Yes, the Class F Lightweight Concrete for the deck slab within the Landside terminal station has been quantified with the Class IV Superstructure Concrete pay item.

Q.16 Is there a required Test Shaft as part of the Foundation Package and if yes, where is it to be located and what size is required?

R.16 See the attached revised Sheet GY-SB-001, Guideway General Notes (1 of 2), Paragraph L. Method Shafts. A test/method shaft for each size shaft is required and is to be located within 50 feet of a permanent shaft.

Q.17 On page GY-SB-009 of the Plans it shows the requirements for TCW-1 and TCW-2, may you clarify where these walls are located onsite?

R.17 See the attached revised Sheet GY-SB-020 for locations of temporary critical walls. TCW-1 is adjacent to the Pier 3 footing along George Bean Parkway and TCW-2 is adjacent to the Pier 4 footing along the service road.

Q.18 On page GY-SB-020 under note 6, the permanent casing is required for drilled shaft within 10' of existing footing, please clarify which shaft you are specifically talking about to generate the quantities for items 0455 107 4 and 0455 107 8 on the bid schedule.

R.18 See the revised Bid Schedule updated with this Addendum No. 3. Permanent casing is required for the drilled shafts at Piers 1 and 5. The quantities for bid items 0455 107 4 (64 LF) and 0455 107 8 (41 LF) have be updated to only include casings for the shafts in those footings.

Q.19 We are in receipt of Addendum 2. Please consider moving the bid date a minimum of two days (5/30/25), considering 5/28 is one day after a holiday break.

R.19 See R.2.

Q.20 As a follow-up to Question 11, can the EOR furnish a breakdown of their steel quantity? A steel qty by page would be very helpful. It is difficult to discern what misc. steel items are being paid within this item.

R.20 No.

Q.21 Please provide a detail for the bearings at pier 5 for the span 5 walkway plate girders.

R.21 See Sheet GY-SB-042, Note 6 which points to the applicable bearing details on Sheet GY-SB-033. See attached revised Sheet GY-SB-033 for additional information for all steel spans.

Q.22 Bridge drains details are shown on drawing GY-SB-039 and noted to be installed in two locations. There are no details on the termination of the trench drainage system or downspout collection and drain system shown on the drawings. How are the trench drains to terminate, or do they simply flow off the sides of the deck?

R.22 The bridge trench drains span the full width of the walkway and allow flow off the sides of the deck.

Q.23 MOT plans do not show advanced warning signage/devices for southbound traffic on North Hoover Blvd. Will the owner require advance warning in this location during the project?

R.23 Advanced signage along Hoover Blvd. is not required per Manual on Uniform Traffic Control Devices (MUTCD) Typical Application 20.

Q.24 Can the owner please clarify which portions of the substructure concrete is considered "Mass" concrete elements versus standard substructure concrete?

R.24 See R.14.

Q.25 Does the owner expect there to be a need for Temporary Critical Walls as support for foundation excavation adjacent to the Existing Landside Shuttle Station?

R.25 No. Temporary critical walls are not needed adjacent to the existing Landside Shuttle Station, but temporary support of excavation may be needed for utility protection depending on Contractor means and methods. Note that permanent casing of the drilled shafts is required for Pier 5.

Q.26 The legends on the Maintenance of Traffic sheets indicate the need for crash cushions, PCMS's, etc. However, these items are not shown on the drawings. Can the owner please confirm or deny the need for these items?

R.26 There are no crash cushions called out in the plans. However, see Sheet GY-SB-008 for PCMS on Traffic Control Phase III Guideway Detour.

Q.27 MOT Sheet GY-SB-008 seems to indicate the need for a 6" White line, pavement marking removal/replacement and directional arrows. However, these items are not called out as they are on the previous sheets. Can the owner please verify the need for these items?

R.27 The items that appear to be directional arrow markings and 6" white are meant to illustrate the defined path of the detour/diversion and direction of travel. For Traffic Control Phase III Guideway Detour, per Sheet GY-SB-008, no temporary markings are anticipated as this phase is only allowed as night-time closure.

Q.28 Plan sheet GY-SB-049 shows details for a handrail at the wash platforms. Is this handrail included under item 0515-2-111 Pedestrian/Bicycle Railing or item 0460-2-2 Structural Steel?

R.28 The wash platform handrail is included in Bid Item 0460-2-2 Structural Steel. Only the walkway handrail is included in Bid Item 0515-2-111 Pedestrian/Bicycle Railing.

Q.29 Will the owner require milling and resurfacing for restoration of pavement markings?

R.29 Yes.

Q.30 Addendum #2 adjusted the durations on the Phasing Plan. However, the provided bar chart states July 2026, visually depicts February of 2027 and calls for the Fueling package to be complete in February of 2026. The contract duration is shown at 695 calendar days (22.8 months). With a start date in August of 2025 as shown in addendum #2, substantial completion would be July 2027. Can the owner please clarify the timeline of this project and any associated liquidated damages?

R.30 See attached revised Section 00300 - Bid Form. Contractor shall have 540 calendar days after notice to proceed (NTP) to achieve Substantial Completion. NTP is assumed to be 2 weeks following Board award of the Contract. Liquidated damages will be calculated at $10,000 per day.

Q.31 Can the owner please provide an existing topographical plan to verify the earthwork required by Addendum #2?

R.31 See attached added Sheet GY-SB-056.

Q.32 1. Addendum #2, Sheet GY-G008, note #3 states that the " GUIDEWAY STRUCTURE CONTRACTOR IS RESPONSIBLE FOR ALL REQUIRED IMPROVEMENTS, PREPARATION, AND MAINTENANCE OF ASSIGNED AREAS INCLUDING BUT NOT LIMITED TO CONTRACTOR STAGING AREA, CONTRACTOR PARKING, BATCH PLANT, STOCKPILE, ETC.? The Guideway Contractor is not a part of batch plant and stockpile areas of the project. Can the owner please verify that the Guideway Contractor is in fact NOT responsible for any required improvements, preparation and/or maintenance of the batch plant or stockpile areas? It is this contractor's interpretation that daily cleanup will be the only requirement of the Contractor parking area and those that are used by this contractor as shown on the above-mentioned sheet.

R.32 Confirmed.

Q.33 Is the contractor expected to remove and reset the entire detour route each workday within the allotted time frame of 12:00 a.m. to 4:00 a.m. or is this window intended to be the only active construction?

R.33 The window includes setup and removal of MOT each night during Work in these respective areas. Any deviations from these restrictions must be coordinated with and approved by the Owner.

Q.34 There are no erosion control drawings provided with this project. Is erosion control not a requirement for this project?

R.34 Refer to added Sheets GY-SB-057 and GY-SB-058 and the following added Sections:

- C-102 - TEMPORARY AIR AND WATER POLLUTION, SOIL EROSION, AND SILTATION CONTROL
- M-102 - MAINTENANCE OF TRAFFIC AND TEMPORARY CONSTRUCTION ITEMS
- M-103 - PROJECT SURVEY AND STAKEOUT
- M-104 - SAFETY AND SECURITY
- Exhibit EB03 - CONTAMINATION TESTING RESULTS dated July 30, 2024

Q.35 Are DBE certified subcontractors the only subs acceptable to meet the goal or will WBE, MBE, VBE, SBE, etc certified subcontractors also be acceptable?

R.35 Only DBE certified subcontractors will be considered for contribution to achieving the minimum DBE requirement.

Q.36 Sheet GY-G007 preliminary construction scheudle work area column states substantial completion for guideway July 2026 but the schedule shows July 2027. Which is correct?

R.36 See R.30.

Q.37 Please indicate the badging cost.

R.37 Refer to R.38. SIDA badging is $60 per person. Only personnel working in the AOA without an escort require badging.

Q.38 Would TIA consider installing a temporary AOA fence? If so, will a layout be provided?

R.38 See attached revised Sheet GY-009. The extents of the AOA fence has been revised. The AOA fence will now encapsulate the work area surrounding the future Airside D terminal building (including the area where Piers 1 and 2 will be installed). At the time of the Contractor's Work, the primary AOA access will be via the Haul Route as depicted on the attached revised Sheet GY-G009, with procedures for utilizing this route fully outlined on Sheet GY-G006.

Q.39 Which software is used as the owners project management information system?

R.39 Kahua.

Q.40 Per phasing notes #02, will be the elevated guideway contractor responsible for the constructing and removing temporary haul routes?

R.40 The Contractor will not be responsible for the construction and removal of temporary haul routes. The Contractor is responsible for maintaining construction access as indicated on the attached revised Sheet GY-G008.

Q.41 On page GY-SB-020 under note 8, it states that up to ten (10) non-redundant shafts will be selected for Cross-Hole Sonic Logging. However, the Bid Items call for 4 Each of the 42" shafts and 2 EA for the 54" shafts; how many shafts will be tested?

R.41 See the attached revised Sheet GY-SB-020. Note 8 has been corrected to state that up to 10 (ten) redundant shafts will be selected for CSL testing. The bid items quantify TITDS testing that will be required for four 42" shafts (one shaft each at Piers 2, 3, 4, and 5), and two 54" shafts (both Pier 1 shafts) as noted in Notes 4 and 7 on the attached revised Sheet GY-SB-020. There is no separate bid item for CSL testing. Based on Note 8, the Contractor shall include the cost for CSL testing in the unit cost of Line Item 0455 147 1, THERMAL INTEGRITY TESTING, UP TO 4' SHAFT DIAMETER.

Q.42 Will the contractor know before installing the shafts if they will be selected testing or will the shaft be selected after all the shaft is installed? This is important to know because it is the difference between setting up all shafts with CSL tubes and grouting or only setting up the tubes for the preselected shafts saving time and money.

R.42 See the attached revised Sheet GY-SB-020. Shafts for TITDS will be pre-selected for testing by the GEOR. See the attached revised Sheet GY-SB-001, General Note J.3. Per Section 455-16.4, access tubes for TITDS and CSL testing are required in all shafts.

Q.43 Were the moratorium dates considered in the Preliminary Construction Schedule shown on sheet GY-G007?

R.43 The number of Contract days provided is inclusive of limitations to construction activities as outlined in Section 01110 - Airport Project Procedures, subsection 1.06.A.2.d.

Q.44 What's the max allowed height for construction lifting equipment in the elevated guideway area?

R.44 A maximum crane height of 150' above ground level was submitted to the FAA. The Contractor should assume this to be the maximum allowed. All crane erection plans will be required to be coordinated with the Owner and/or the FAA for approval prior to the work taking place.

Q.45 Section 01520 – Temporary Signage is included in the specifications; however, the drawings do not show any temporary signage. Will drawings for the temporary signage be provided?

R.45 All temporary signage in the drawings are standard Manual on Uniform Traffic Control Devices (MUTCD) signs. No custom signage is anticipated.

Q.46 Page GY-SB-013 indicates that the top of the guidebeam will be provided by the train manufacturer. Please confirm whether the profile grade line will also be provided by the train manufacturer.

R.46 The design and installation of the guide beam and anchorage is the responsibility of the train manufacturer. All geometry needed for construction is provided in the Solicitation. Profile grade line geometry is provided on Sheets GY-SB-011 and GY-SB-038.

Q.47 Section 26 05 19 – Low-Voltage Electrical Power Conductors and Cables outlines the requirements for low-voltage electrical power wiring. However, the drawings do not appear to show any low-voltage scope. Can you please confirm whether the low-voltage work will be provided by the General Contractor?

R.47 The associated low voltage scope in the Solicitation is limited to conduits tying to devices, which are not part of the Solicitation and are to be installed by a separate contractor.

Q.48 Page GY-DU-000 includes a utility legend table. Will these utilities be in place at the start of the project, or will they be installed afterward?

R.48 The utilities near Piers 1 and 2 are new, will be installed by a separate contractor, and are not part of the Solicitation. Although not in the immediate vicinity of these piers, the installation of these utilities may overlap with the pier installation timeline, and coordination of activities between both contractors may be required. Utilities around the remaining piers are existing to remain.

Q.49 Per Phasing Notes #11, the contractor is expected to mobilize multiple times for bollard installation. However, no bollards are shown on the drawings. Please Advise.

R.49 See the attached revised Sheet GY-007. Note 11 has been updated to remove the bollard installation reference.

Q.50 The project description on Sheet 13 of the Mandatory Pre-Bid Conference indicates that the scope of work includes design services. Can you please confirm if this is correct?

R.50 Design services for this project are limited to items affected by Contractor means and methods (e.g. temporary shoring, formwork) and delegated designs.

Q.51 Will the 3" concrete slab at the main terminal train tubes be by the elevated guideway contractor? Please advise.

R.51 Yes, as noted on Sheet GY-G012 and detailed on added Sheet GY-SB-037, construction of the slab, plunger anchorage, and running surfaces within the main terminal train tube are included in this Project.

Q.52 Sheets GY-SB-003 and GY-SB-004 show a threshold inspection plan. Whos is responsible for the special inspections?

R.52 See R.12.

Q.53 According to sheet GY-E001, the project includes 103 Type G light fixtures. However, our takeoff from sheets GY-E160K, GY-E160L, and GY-E160M shows only 102. Please advise.

R.53 See the revised Bid Schedule posted with this Addendum No. 3.

Q.54 Please confirm that the 4000 PSI 3-1/4" thickness interior concrete deck slab will be by the guideway contractor.

R.54 See R.51.

Q.55 Could you please confirm whether the anchor plates and anchors for the camera pole fall under the GC's scope or the Airside D Contractor's scope? Please advise.

R.55 Yes, the embedded anchor plate and anchors for the camera and antenna poles must be installed during placement of the deck slab concrete. Per Notes 1 and 2 on Sheets GY-SB-039 and GY-SB-040, the exact details will be coordinated during construction, as the design for these poles is by others.

Q.56 According to General Notes S on sheet GY-SB-001, the project includes curb and gutter removal. Will the quantities for this scope be provided? The drawings are not to scale, so we're unable to accurately determine the quantities. Please advise.

R.56 This note addresses the limited impacted area due to the installation of footings for Piers 3, 4, and 5. The restoration cost is to be included in the cost of the footing concrete cost per Note S.4 on Sheet GY-SB-001. The plans and MOT sheets are to scale. Limits of restoration are dependent upon means and methods, so quantities will not be provided.

Q.57 Please confirm the quantities provided on the bid form are to be used for bidding meaning if a takeoff quantity differs then the provided unit cost will be used for price adjustment after contract award.

R.57 Yes.

Q.58 According to General Notes S on sheet GY-SB-001, the project includes existing roadway and parking lot removal. Will the quantities for this scope be provided? The drawings are not to scale, so we're unable to accurately determine the quantities. Please advise.

R.58 See R.56.

Q.59 According to General Notes S on sheet GY-SB-001, the project includes sod and landscaping removal. Will the quantities for this scope be provided? The drawings are not to scale, so we're unable to accurately determine the quantities. Please advise.

R.59 See Sheets GY-LS-001 and GY-LS-003 through GY-SB-055 that were added in Addendum No. 2.

Q.60 Section 099600 "High-Performance Coatings" is not included in the specifications. Please advise.

R.60 See SECTION FDOT-100 – FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, DATED 2025.

Q.61 Based on the specification provided, the Contractor is responsible for the development of the Design Intent Model and its coordination, clash detection, and updates throughout the construction process. However, it is not explicitly stated whether the trade contractors (MEP, etc.) will provide their own models or require modeling support from the BIM facilitator. Please clarify if MEP trades will be responsible for developing their own models and shop drawings, or if you expect our BIM team to handle modeling and drafting for these trades as well.

R.61 MEP trades will be responsible for creating their own models, which will make up the construction models. The Models the design team submits are used as a reference by trades when developing the construction models.

Q.62 Addendum 01 includes Section 074213.23 – Metal Composite Wall Panels. Please confirm whether this section applies to the metal panels at the Landside Shuttle Building.

R.62 Confirmed. That Section was included to cover any damaged metal panels needing to be replaced as part of the connection of the new guideway structure to the landside shuttle building.

Q.63 The typical existing metal panel wall section shown on GY-D-A401, shows a wall assembly. The graphic identifies all components except the exterior element on the right. Please clarify the material and how its finish will be provided.

R.63 The existing wall assembly is described below from exterior to interior:

1. Metal panel
2. 7/8" hat channel
3. Fluid applied air barrier.
4. 5/8" glass matt-gypsum sheathing
5. 6" metal stud

This overall wall assembly is to be considered in cases where the existing to remain panels are damaged or need to be repaired.

Q.64 What is the maximum allowable height for construction lifting equipment within the limits of the elevated guideway and adjacent airside operational areas? Please confirm any height restrictions established by airport authorities or project-specific clearance requirements.

R.64 See R.44.

Q.65 Please confirm the required dimensions of the wood blocking shown in Detail A3 on Sheet GY-A600.

R.65 Since the wood blocking is set on existing conditions, this will need to be field verified after Contract award to provide the finishes alignment shown on the architectural details.

Q.66 Per my takeoff in the orginal nid package and the addendum drawings, the 42" Code Compliant Guardrail came up up to 1,017 LF. However, the Bid Form shows 1,508 LF. Please advise.

R.66 See R.8.

Q.67 Sheet GY-D-A401 shows two layers of 5/8" glass-mat gypsum sheathing, while Details D3 and D1 on GY-A600 show only one. Please confirm the correct wall assembly.

R.67 There is a single layer per the wall assembly described in R.63.

Q.68 Regarding the Asset Management and BIM requirements outlined in Section 01350, does Tampa International Airport have established standards for spaces, equipment, and components? If so, could you please provide the relevant documentation to support our planning efforts?

R.68 The Owner has provided specific asset parameters to be tracked. Asset parameter fields will be provided in the Design Models, to be completed by the Contractor, or designated Construction Team, at the time of installation. (ex. Asset Discipline, Asset_Type, Building, Level, Room, Asset_ID, Area, Asset_CW_ID, Asset_Manufacturer, Asset Model, Asset Specs and Manual). See attached Exhibit EB04 - HCAA Asset Tagging ASD Request, which specifies the Revit Categories and Families that will be tracked.

Q.69 Regarding the Asset Management and BIM requirements outlined in Section 01350, is there a specific Asset Management standard that we are required to follow for this project? If so, could you please clarify its applicability and share any associated documentation?

R.69 See R.68.

Q.70 Regarding the Asset Management and BIM requirements outlined in Section 01350, could you please specify which assets must be captured and what attributes should be

associated with them for each of the following deliverables: B5, B6, C5, C6, D6, and D7? This information will help us accurately assess the level of effort required.

R.70 See R.68.

Q.71 Regarding the Asset Management and BIM requirements outlined in Section 01350, we would also like to inquire about how the associated information for these assets—such as technical specifications, warranties, and similar documentation—should be delivered. Clarification on this process will help ensure our proposal aligns with your requirements and deliverables.

R.71 See. R.68.

Q.72 How long the Temporary Cantilever Walls will be required? Please advise.

R.72 The Temporary Cantilever Walls are required for construction of the Pier 3 and 4 footings as shown on sheet GY-SB-020. The time required for use of TCW is based on Contractor's means and methods.

Q.73 Would the owner consider accepting a helical pile system as an alternate foundation solution in lieu of the specified drilled shafts?

R.73 No.

Q.74 The Preliminary Construction Schedule shown on Sheet GY-G007 includes two red markers—one in October 2026 and another in July 2027. What specific activities do these red markers represent? Please advise.

R.74 The markers are related to the completion of the activities listed on the work area column listed on the same chart.

Q.75 Do Phases I, II, and III of the temporary traffic control plan shown on Sheet GY-SB-005 align with the durations indicated in the Preliminary Construction Schedule on Sheet GY-G007? Please advise.

R.75 No. The Phasing shown on Sheet GY-SB-005 is the overall construction phasing. The phasing in the MOT plans is maintenance of traffic phasing, and the phase names do not equate with the construction phasing. However, please note, there is a correlation. On Sheet GY-G007, Construction Phasing labeled as "phase 2" (blue) correlates to the Phase I: Guideway Foundations. The duration restrictions on the construction phasing apply to the MOT phases where applicable.

Q.76 Will fire extinguishers be required for temporary placement? Please confirm.

R.76 The Contractor's responsibilities as part of the Solicitation include ensuring construction safety and adhering to all worker safety standards, such as OSHA, to provide a safe working environment.

Q.77 What levels of Development (LOD) are required per discipline and milestone?

R.77 The target LOD for our Design Models on this project is LOD300.

Q.78 Regarding the BIM scope of work; Are civil/site models expected in Civil 3D or another platform?

R.78 Refer to Section 01350 – Building Information Modeling Requirements.

Q.79 Regard the BIM scope of work; What software platforms are required (Revit, Civil 3D, Navisworks, Synchro, BIM 360)?

R.79 Refer to Section 01350 – Building Information Modeling Requirements.

Q.80 What BIM uses are expected (clash detection, 4D, 5D, asset data, FM)?

R.80 Refer to Section 01350 – Building Information Modeling Requirements.

Q.81 Are as-built models or COBie/asset data deliverables part of the BIM scope of work?

R.81 Refer to Section 01350 – Building Information Modeling Requirements.

Q.82 Are laser scanning or point cloud services included in the BIM scope of work?

R.82 Refer to Section 01350 – Building Information Modeling Requirements.

Q.83 Will existing condition models or surveys be provided for the BIM scope of work?

R.83 Design Models will be provided for reference after Contract award.

Q.84 The Partial Section Through Superstructure details on Sheet GY-SB-034 state 'design deck thickness.' Is it the intent that the Airside D Guideway contractor is responsible for designing the concrete deck thickness? Please advise.

R.84 No. The reference to “design deck thickness” in this detail illustrates that the stay-in-place metal form depth is not counted toward the design deck thickness required. For example, the deck thickness of 9” shown at the crown of the Typical Section on Sheet GY-SB-029 is the “design deck thickness,” and any stay-in-place metal form depth is in addition to those 9 inches.

Q.85 According to the plan view on Sheet GY-SB-020, the steel sheet pile (TCW 1) appears to be in contact with the asphalt and curb of the George J. Bean Expressway. Does the scope include removal of the existing concrete curb and asphalt, as well as installation of new concrete curb, asphalt, and striping? If so, will quantities be provided? If this scope is to be included what line item on the bid form should costs be allocated to?

R.85 See the attached revised Sheet GY-SB-001, Note S, Partial Roadway and Parking Lot Removal and Restoration, 4., Payment.

Q.86 Please clarify the location of the trench drain shown in the detail on Sheet GY-SB-039. Will it be connected to a drainage pipe, and if so, where will the trench drain discharge?

R.86 See R.22.

End of Addendum

INSTRUCTIONS:
Respondent must acknowledge receipt of this Addendum as instructed in the solicitation document. Failure to acknowledge receipt of this Addendum may result in the disqualification of Respondent's response.

DIVISION 0

BIDDING AND CONTRACT REQUIREMENTS

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Authority Project No. 8500 23

TAMPA INTERNATIONAL AIRPORT
Tampa, Florida

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END OF SECTION

HILLSBOROUGH COUNTY AVIATION AUTHORITY

INVITATION TO BID

Sealed Bids will be received no later than **2:00 p.m., May 3028, 2025,** via the Owner's e-Procurement Portal located at https://procurement.opengov.com/portal/tampaairport. The Owner's e-Procurement Portal Clock is the official clock for determination of all deadline dates and times. Without exception, Bids will not be accepted after the submission deadline regardless of any technical difficulties such as poor internet connections. The Owner strongly recommends completing and submitting Bids well ahead of the deadline. All Bids received will be publicly opened and read aloud thereafter at 2:00 p.m. in the SkyCenter Conference Room – SC4-C3, located on the fourth Floor of the SkyCenter One Office Building at 5411 SkyCenter Drive, Tampa, FL 33607 and via Microsoft Teams video and audio. No Bid will be considered unless received on or before the time and at the place designated above.

The Bidder must supply all information required by the Solicitation Documents, to include the Bid Form and required attachments (Contract Documents) through the Owner's e-Procurement Portal located at https://procurement.opengov.com/portal/tampaairport by the Bid Submittal Time and Date.

In addition to providing a scanned copy of the Bid Bonds, Surety Bond Affidavit, Power of Attorney, and Cashier's Check (if applicable) through the Owner's e-Procurement Portal located at https://procurement.opengov.com/portal/tampaairport by the Bid Submittal Time and Date, Bidders will also submit such documents to the Owner within seven (7) calendar days after the date of the Bid Opening as an original hardcopy with corporate seals for Bidder and Surety.

Bidders are invited to submit Bids for the work on the Bid Forms provided in the Contract Documents. Other Bid Forms will not be accepted.

Scheduled Item	**Significant Dates**
Contract Documents posted on Owner's e-Procurement Portal	April 17, 2025
Deadline for Microsoft Teams attendance registration for the Mandatory Pre-Bid Conference	April 29, 2025, by 5:00 p.m.
Mandatory Pre-Bid Conference	April 30, 2025, at 10:00 a.m.
Non-Mandatory Site Inspection	April 30, 2025, Details will be announced during the Mandatory Pre-Bid Conference.
Request for Clarification Deadline	May 14, 2025, by 5:00 p.m.
Addendum posted on Owner's e-Procurement Portal website	May 231, 2025
Bid Submittal Due Date and Time	May 3028, 2025, by 2:00 p.m.
Award by Authority's Board	August 7, 2025

A **MANDATORY** Pre-Bid Conference for all Bidders will be held in the SkyCenter Boardroom, which is located on the fourth floor of the SkyCenter One Office Building at 5411 SkyCenter Dr, Tampa, FL 33607 on **April 30, 2025, at 10:00 a.m**. Questions relating to the Contract and Contract Documents will be answered at that time. Attendance by all prospective Bidders is mandatory. Bids submitted by Bidders not

in attendance at the scheduled MANDATORY Pre-Bid Conference will be rejected. **Attendance may be in person or via Microsoft Teams.** To be considered as attending in person, Bidder must have signed in on one of the sign-in sheets. Attendees are warned that the sign-in sheets will be collected once the Pre-Bid Conference begins. Any attendees arriving late after the sign-in sheets are collected will not be considered to have attended the Pre-Bid Conference as required. **Contact the Procurement Agent listed below (Page 00020-3) via email to register as an on-line attendee by Microsoft Teams. To be considered as attending via Microsoft Teams, the attendee must be identified by the Procurement Agent at the start of the Pre-Bid Conference and must stay on-line through the end of the Pre-Bid Conference. The on-line attendance registration deadline is listed above. Pre-registration is <u>not</u> required for in person attendees.**

A **NON-MANDATORY** site inspection of the Project areas at Tampa International Airport (TPA) will occur as a part of the scheduled Pre-Bid Conference. Details will be announced during the Pre-Bid Conference.

IMPORTANT NOTICE

All Bidders are hereby notified that they must comply with the Disadvantaged Business Enterprise (DBE) Program requirements as defined in the Owner's DBE Policy.

DBE – This Project is partially federally funded and has a DBE Goal of ten percent (10%).

Title VI Solicitation Notice:

The Hillsborough County Aviation Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, Disadvantaged Business Enterprises (DBEs) will be afforded a full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Complete examination and understanding of the Contract Documents, including the bidding documents, general conditions of the Contract, specifications, construction drawings and the site of the proposed work, are necessary to properly submit a Bid.

A cashier's check on any national or state bank or a bid bond on the form contained in the Contract Documents in an amount not less than five percent (5%) of the total amount bid, made payable to the Hillsborough County Aviation Authority, must accompany each Bid as a guarantee that the Bidder will not withdraw its Bid for a period of one hundred fifteen (115) calendar days after opening of the Bids, and as a guarantee that, in the event the Contract is awarded to the Bidder, Bidder will, within seven (7) calendar days after the date of award of the Contract, enter into a Contract with the Owner and furnish the required and executed contracts, insurance policy endorsements, certificates of insurance and performance and payment bonds. If Bidder fails to do this, Bidder will forfeit the amount of the cashier's check or bid bond as liquidated damages. By submitting its Bid, the Bidder agrees that these liquidated damages are not a penalty. The bid bond and performance and payment bonds are required to be secured by an agency of the surety, which agency will have an established place of business in the State of Florida and will be duly licensed to conduct business therein.

The Owner reserves the right to waive any formalities, technicalities, or irregularities, and reject any or all bids, re-advertise for Bids and avoid or refrain from awarding the contract for the work.

Bidders shall submit all inquiries regarding this Invitation to Bid via the Owner's e-Procurement Portal, located at https://procurement.opengov.com/portal/tampaairport. Please note the deadline for submitting inquiries. All answers to inquiries will be posted on the Owner's e-Procurement Portal. Bidders may also click "Follow" on this Project to receive an email notification when answers are posted. It is the responsibility of the Bidder to check the website for answers to inquiries.

If you have any questions pertaining to this Project, please contact the Procurement Agent, April Kelly, at (813) 215-6851 or email at akelly@TampaAirport.com.

END OF SECTION

SECTION 00100 - INSTRUCTIONS TO BIDDERS

1.01 GENERAL

A. This Contract may be financed in part by a grant from the United States Department of Transportation (DOT) under the Airport Improvement Program ("AIP"). Award of this Contract is subject to the approval of the Hillsborough County Aviation Authority (Authority or Owner) and the Federal Aviation Administration (FAA). If this Contract is financed in whole or part by an AIP grant, the award of this Contract is also subject to approval of the Federal Aviation Administration ("FAA").

B. The Owner, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all Bidders or Offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, businesses and disadvantaged business enterprises will be afforded full and fair opportunity to submit bids or responses in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

C. PROHIBITION AGAINST CONSIDERATION OF SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS

Bidders are hereby notified of the provisions of Section 287.05701, Florida Statutes, which state that the Owner will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible vendor and that Bidders are further notified that the Owner's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

D. Non-Discrimination and Non-Segregated Facilities:

1. Each Bidder will complete, sign and include in their Bid the Certification of Non-Segregated Facilities. If not submitted with the Bid, the Bid may be considered irregular and may be rejected. When a determination has been made to award a Contract to a specific Contractor, such Contractor will, prior to award, furnish such other pertinent information regarding compliance with Federal Regulation and the Contractor's own employment policies and practices as the FAA, the Owner, and/or the Secretary of the Labor, Office of Federal Contract Compliance (OFCC) may require. Contractor will require similar compliance with its subcontractors. Where the Contract Price is $10,000.00 or greater, the Contractor will comply with Part 152 of the Federal Aviation Regulations as amended and specifically FAR 152.411 (c) and (d), incorporated herein by this reference. All such information required of a Subcontractor will be furnished by the Contractor.

2. The Equal Employment Opportunity Report Statement, Certificate of Non-Segregated Facilities, Equal Opportunity Clause, and all other EEO requirements will be included in all non-exempt subcontracts entered into by the Contractor. Subcontracts entered into by the Contractor will also include all other applicable labor provisions. No subcontract will be awarded to a non-complying

Subcontractor.

3. Affirmative Action: If the Contract is an Aviation Related Activity as defined in 14 CFR Part 152, and is a Construction Contract of $10,000.00 or more, the Contractor assures that it will undertake an Affirmative Action Program as required by 14 CFR Part 152 Subpart E, to insure that no person will, on the grounds of race, creed, color, national origin, or sex, be excluded from participating in or receiving the services or benefits of any program or activity covered by this Subpart. Contractor assures that it will require that its covered suborganizations provide assurances to the Contractor that they similarly will undertake Affirmative Action Programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E to the same effect.

4. In addition, the Bidder will also insert in each of Bidder's subcontracts a clause requiring the Subcontractor to include these provisions in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

E. Compliance with Governmental Requirements:

1. The Bidder covenants and agrees that Bidder and Bidder's agents and employees will comply fully with all applicable federal, state, county, municipal or other governmental laws, executive orders, wage, hour and labor, equal employment opportunity, Disadvantaged Business Enterprises (DBE), pollution control, and environmental regulations, applicable national and local codes, and Hillsborough County Aviation Authority Rules, Regulations and Manuals, and that Bidder will obtain all necessary permits, pay all required fees and taxes, and otherwise perform these services in a legal manner. To the maximum extent permitted by applicable law, the Bidder will indemnify and hold harmless the Owner, its Board members, officers, employees, agents, and volunteers from any fees, damages, fines or costs of any kind arising out of Bidder's or any of the Bidder's consultants, subcontractors, suppliers or agents of any tier or their respective employees' failure to comply with such governmental regulations. This obligation to indemnify and hold harmless will be construed separately and independently. If this clause is found to be in conflict with applicable law, the clause will be considered modified by such laws to the extent necessary to remedy the conflict.

2. Bidder certifies that all materials, equipment, etc. contained in their Bid meets all Occupational Safety and Health Administration (OSHA) requirements.

3. Bidders must comply with applicable provisions of Title VI of the Civil Rights Act of 1964, the Davis-Bacon Act, the Fair Labor Standards Act, the Anti-Kickback Act, and the Contract Work hours and Safety Standard Act.

4. It is the Authority's policy to promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted

with, or benefiting from, funds received from this Procurement. Bidder agrees to abide by this Policy.

Using the definitions of activity, facility and program as found and defined in §§21.23 (b) and 21.23 (e) of 49 CFR §21, the Authority and Bidder will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to FAA Grant Assurance 30.

F. Procurement Protest Policy:

Failure to follow the procurement protest policy set out in the Owner's policies constitutes a waiver of Bidder's protest and resulting claims. A copy of the Policy P512, Procurement Policy may be obtained by contacting the Owner via telephone at 813-870-8700 or via mail to Hillsborough County Aviation Authority, Post Office Box 22287, Tampa, Florida 33622. The policy is also available on the Owner's website: www.TampaAirport.com > Business and Community > Business Opportunities > Supplier Resources and Training > Procurement Policies & Procedures > P512 Procurement Protests. The Authority will post on its website, and make available for public access, any and all formal protest documents received on this solicitation.

G. Restricted Vendor Lists:

1. By submitting a Bid, Bidder represents that it is not precluded from submitting a Bid under Section 287.133 (2)(a), Florida Statutes, which provides as follows: a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

2. A person or affiliate who has been placed on the discriminatory vendor list kept by the Florida Department of Management Services 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 as provided in Section 287.134 of the Florida Statutes.

3. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by FDOT to be a non-responsible contractor, may not perform work under this Contract.

H. General Bond Requirements:

1. The bid security will be as specified; only the Bid Bond and Surety's Bond Affidavit as bound within these documents or a Cashier's Check is acceptable. Each separate Bid will be accompanied by a Cashier's Check or Bid Bond on the form provided in the Contract Documents herein in an amount of not less than five percent (5%) of the total amount Bid, made payable to the Hillsborough County Aviation Authority. If a Bid Bond is provided in lieu of a Cashier's Check, it must be accompanied by a valid Power of Attorney indicating that the person signing the Bond on behalf of the surety has full legal authority to do so. Failure to provide the Bid Bond or Cashier's check will result in a Bid being found as non-responsive. If the Power of Attorney is not provided with the Bid Bond, the Bid may be considered irregular and may be rejected.

2. The amount of such Bid Bond or the Cashier's check of the Bidder whose Bid is accepted will be forfeited and paid to the Owner as liquidated damages if said Bidder fails to enter into a Contract with the Owner and fails to furnish the required and executed contracts, certificates of insurance and performance and payment bonds within seven days after the date of the Award of the Contract or such other time as provided in writing by the Owner. The Bidder agrees that the liquidated damages are not a penalty and five percent (5%) of the total bid amount is reasonable.

3. Contract Payment and Performance Bonds will be as specified; only the Payment and Performance Bonds and Surety's Bond Affidavits as bound within these Contract Documents are acceptable.

4. The Surety of the Bid Bonds will be a corporate Surety authorized under the laws of Florida the State in which the Project is located to do business in Florida said State and authorized to write that type of bond through a licensed agent of the Surety corporation(s) located in Florida said State. The agent authorized to represent the Surety on the Bid Bond must be listed on the State website: www.myfloridacfo.com. If the agent is not listed on the state website as an authorized representative of the Surety, the Bid may be considered irregular and may be rejected.

5. PERFORMANCE BOND AND PAYMENT BOND

   a. The Contractor will furnish a Statutory Payment Bond and a Common Law Performance Bond (Bonds) for the full and faithful performance of the Work, meeting the standards specified herein, on the bond forms attached to this Contract as Sections 00610 and 00620, with a certified Power of Attorney Affidavit attached, each in the full amount of the Contract Sum.

   b. All Bonds required under this Contract will be written through a reputable and responsible surety bond agent, licensed to do business in the State of Florida and with an acceptable Surety company which holds a Certificate of Authority authorizing it to write surety bonds in Florida.

Bonds will be furnished to the Owner not later than seven (7) calendar days after Notice of Award. Prior to the commencement of any of the Work, but not later than thirty (30) calendar days from the date of Notice of Award, the Contractor will record the Bonds in the public records of Hillsborough County, Florida.

c. An acceptable Surety company must meet all of the following requirements:

i. Hold a Certificate of Authority authorizing it to write surety bonds in Florida.

ii. Have been in business and have a record of successful continuous operations for the last five (5) years.

iii. Be listed and maintain a current Certificate of Authority as acceptable surety on federal bonds and as acceptable reinsuring companies in accordance with U.S. Department of Treasury Circular 570, current revision. The amount of Bonds issued pursuant to this Contract will not exceed the underlying limitation in the Federal Register for that Surety.

iv. Have a current rating by A.M. Best Company of "A-" or higher.

v. Be a responsible Surety company at the time of the Bond execution.

d. Should the Surety lose its Certificate of Authority according to the current Federal Register published by the U.S. Department of the Treasury and/or should its Best rating be reduced below the rating required in Paragraph c. iv, the Owner will have the right to require the Contractor to change the Surety to an acceptable Surety company, all at the Contractor's expense without reimbursement from the Owner.

e. The Surety company will have a Florida licensed agent who is authorized to execute bonds for the Surety company and whose name is listed in the prescribed space on the bond forms and affidavit for all Bonds required by the Owner.

f. Upon the request of any person or entity appearing to be a potential beneficiary of the Bonds covering payment of obligations arising under this Contract, the Contractor will promptly furnish a copy of the Bonds or will permit a copy to be made.

g. If the Surety on any Bond furnished by the Contractor under this Contract is declared bankrupt, becomes insolvent, has its right to do business in the State of Florida terminated, ceases to be licensed to conduct business in the State of Florida, if the Owner deems the Surety upon any Bond to be unsatisfactory, or if for any reason such Bond ceases to be adequate,

the Contractor will, at its expense, within five days after such occurrence, furnish additional or replacement Bond or Bonds in such form, amount, and with such Surety or Sureties as will be acceptable to the Owner. In such event, no further payment to the Contractor will be deemed to be due under this Contract until such new or additional security for the faithful performance of the Work is furnished in a manner and form acceptable to the Owner.

h. In the event the Bonds required in this Article are not provided, the Owner will have the right to terminate this Contract for cause.

i. Bond coverage shall be adjusted during the term of this Contract to reflect additions or deductions made by Change Orders.

j. The Owner is entitled to receive any refunded bond premiums resulting from Bond coverage adjustments.

I. Insurance Requirements:

1. Insurance requirements will be as specified herein in Section 00650 - INSURANCE REQUIREMENTS.

J. One Responsive and Responsible Bidder

1. In the event the Owner receives only one responsive and responsible Bid, in accordance with Policy P410, the Owner reserves the right to negotiate with the one responsive and responsible Bidder to obtain the best value for the Owner. Negotiations may include, but are not limited to, adjustments to the scope of work, adjustments to line-item quantities and unit prices, lump sum prices, revisions to Technical Specifications and Plans, and revisions to the Contract duration to ensure the best overall Project delivery, cost management and Owner satisfaction.

1.02 EXAMINATION OF CONDITIONS AFFECTING WORK

A. Prior to submitting a Bid, each Bidder will examine and thoroughly familiarize itself with all existing conditions, including all applicable laws, codes, ordinances, rules and regulations that will affect their Work. Bidders will visit the Project Site, examine the grounds and all existing buildings, utilities, pavements and systems and will ascertain all conditions that will in any manner affect the Work. Bidders will make a request to the Owner, in writing, for any additional information deemed necessary for Bidder to be fully informed as to exactly what is to be expected prior to submitting a Bid.

B. The Owner will make available Record Documents and Drawings pertaining to the existing Site and Facilities at the Airport. These Record Documents and Drawings will not be considered a part of the Contract Documents but are provided by the Owner for information only to assist Bidders in ascertaining conditions that may affect the Work. Record Documents and Drawings have been maintained by the Owner solely for the Owner's own benefit, and do not necessarily indicate all existing conditions fully or

accurately. Bidders will be solely responsible for all assumptions made in reliance upon Record Documents and Drawings.

C. The Contract Documents describe the Work to be performed under this Contract and include, but are not limited to, the Bidding Documents, Bonds, Affidavits, Compliance Forms, Statements, Insurance Requirements and Documents, the Contract between the Owner and Contractor (Contract), Conditions of the Contract (General Conditions), General Requirements and other Requirements, Reports, and Specifications.

D. Bidders shall be responsible for obtaining any and all information that they consider necessary for the purpose of preparing and submitting their Bid.

E. By submitting a Bid, Bidder certifies that it has carefully examined the site of the proposed Work and Contract Documents. Bidder will satisfy itself to the character, quality, and quantities of the Work to be performed, materials to be furnished, and to the requirements of the Contract. The submission of the Bid shall be prima facie evidence that the Bidder has made such examination and is satisfied to the conditions to be encountered in performing the Work and the requirements of the Contract Documents.

Boring logs and other records of subsurface investigations and tests (to the extent that they exist) are available for inspection by the Bidder. It is understood and agreed that such subsurface information, whether included in the Contract Documents, or otherwise made available to the Bidder, was obtained and is intended for the Owner's design and estimating purposes only. Such information has been made available for the convenience of all Bidders. It is further understood and agreed that each Bidder is solely responsible for all assumptions, deductions, or conclusions which each Bidder may make or obtain from its own examination of the boring logs and other records of subsurface investigations and tests that are furnished by the Owner.

1.03 CONE OF SILENCE

The Owner has established a cone of silence applicable to all competitive procurement processes, including this Bid. The cone of silence will be imposed on this Solicitation beginning on the date the Solicitation documents are posted on the Owner's website and ending with Board award.

A. The cone of silence prohibits any communications regarding this Invitation to Bid between:

1. A potential respondent (which includes vendors, service providers, bidders, proposers, lobbyists and consultants) and their representative(s) and Owner's staff, or Owner consultants engaged to assist the Owner on a specific Invitation to Bid, except for communications with the Owner's procurement agent or other supporting procurement staff responsible for administering the procurement, provided the communication is strictly limited to procedural matters; and

2. A potential respondent (which includes vendors, service providers, bidders, proposers, lobbyists and consultants) and their representative(s) and a Board member.

B. Unless specifically provided otherwise, in addition to the exceptions set forth above, the cone of silence does not apply to:

1. Communications with the Owner's Legal Affairs Department; and

2. Oral communications at the Pre-Bid Conference; and

3. Oral communications during any duly noticed Board meeting; and

4. Communications relating to protests made in accordance with the Owner's Procurement Protest Policy.

C. Any communications regarding matters of process or procedure from a potential Bidder must be referred to the Procurement Agent listed in the Contact Information Section on the Owner's e-Procurement Portal. Please refer to the Owner's e-Procurement Portal for updated information pertaining to any addenda or revisions to the Bid Schedule.

D. No oral interpretation or clarification of the Contract Documents will be made to any Bidder. If the Bidder requires clarification or finds any ambiguities, discrepancies, omissions, or there is doubt as to the true meaning of any part of the Contract Documents, the Bidder shall submit all inquiries regarding this Solicitation via the Owner's e-Procurement Portal. Please note the deadline for submitting inquiries. All answers to inquiries will be posted on the Owner's e-Procurement Portal.

E. All such interpretations and any supplemental instructions will be in the form of a written addendum posted on the Owner's e-Procurement Portal. It is the responsibility of the Bidder to verify that the Owner has received its request by contacting the Procurement Agent listed in Owner's e-Procurement Portal, located at https://procurement.opengov.com/portal/tampaairport. Failure of any Bidder to review any addendum will not relieve it from any obligation contained therein.

F. Bidders are required to register for an account via the Owner's e-Procurement Portal. Once Bidder has completed registration, Bidder will receive addenda notifications to Bidder's email by clicking "Follow" on this Solicitation. It is the sole responsibility of each Bidder to periodically check the website for any addenda at the Owner's e-Procurement Portal.

G. Any violation of the cone of silence will render the Bid voidable, as well as the awarded Contract.

1.04 SUBSTITUTIONS

A. The materials, products and equipment described in the Contract Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution. The Bidder is responsible for assuring that all suppliers, subcontractors and vendors conform to the Contract requirements.

B. No substitution will be considered prior to the specified Bid submittal time and date unless written request for approval has been submitted via the Owner's e-Procurement

Portal. The burden of proof on the merit for the proposed substitution is solely upon the Bidder. The Owner's decision to approve or disapprove a proposed substitution is final.

1. In making requests for substitutions, the Bidder will list the particular system, product, or material the Bidder wishes to substitute, and the justification for the substitution. Requests submitted will include any and all resulting adjustments of that and any other Work affected thereby.

C. If the Owner approves any proposed substitution prior to the specified Bid submittal time and date, such approval will be set forth in an Addenda. Bidders will not rely on approvals made in any other manner.

D. No substitutions will be considered after the Bid submittal time and date except as specifically provided for in the Contract Documents.

1.05 ADDENDA

A. Any Addenda issued by the Owner prior to the Bid submittal time and date for the purpose of changing the intent of the Contract Documents or clarifying the meaning of same, will be binding in the same way as if written in the Contract Documents. Since all Addenda are available to Bidders on the Owner's e-Procurement Portal, it is the sole responsibility of each Bidder to periodically check the website for any addenda at the Owner's e-Procurement Portal before submitting Bids. Each Bidder will acknowledge receipt of each and every Addendum directly in the Owner's e-Procurement Portal. If acknowledgment is not given, the Bid may be considered irregular and may be rejected.

B. Bidders shall submit all inquiries regarding this Solicitation via the Owner's e-Procurement Portal. Please note the deadline for submitting inquiries. All answers to inquiries will be posted on the Owner's e-Procurement Portal. Bidders may also click "Follow" on this Solicitation to receive an email notification when answers are posted. It is the responsibility of the Bidder to check the Owner's website for answers to inquiries.

C. Any issue that may affect Bidder's ability to bid or to construct the Project may be submitted to the Procurement Agent after the Request for Clarification Deadline. The Owner will determine if the issue affects the Bidder's ability to bid or construct the Project and, if it substantially does so, will issue an Addendum addressing the issue.

1.06 CONTRACT DOCUMENTS

A. Complete sets of the Contract Documents are available on the Owner's e-Procurement portal located at https://procurement.opengov.com/portal/tampaairport.

B. Bidders are expected to use complete sets of Contract Documents in preparing Bids. Bidder shall be solely responsible and liable for errors or misinterpretations resulting from the use of incomplete sets of Contract Documents.

C. A Bidder who discovers discrepancies or omissions with the Contract Documents will immediately notify the Owner of the matter. A Bidder that has doubt as to the true meaning of a Project requirement may submit to the Owner a written request for

interpretation no later than the Request for Clarification Deadline.

Any interpretation of the Contract Documents by the Owner will be by written Addendum issued by the Owner. The Contractor will not consider any instructions, clarifications or interpretations of the Contract Documents in any manner other than written Addendum.

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D. By submitting a Bid, the Bidder certifies that it has thoroughly and fully examined the Contract Documents and that it has informed the Owner of any questions, ambiguities, discrepancies in, or omissions from the Contract Documents.

1.07 RESPONSIVE AND RESPONSIBLE BIDDER

A. A responsive Bid conforms to all significant terms and conditions contained in the Owner's Invitation to Bid. It is the Owner's responsibility to decide if the exceptions taken by a Bidder to the Invitation to Bid are material or not and the extent of deviation the Owner is willing to accept.

B. The Owner reserves the right to investigate and determine the responsibility of the Bidders. The Owner will not award the Contract to any Bidder determined by the Owner to be non-responsible. Among the criteria which the Owner may use in making such determination are the following:

1. Failure to comply with any minimum qualification requirements of the Owner, as specified for this Solicitation on the Owner's e-Procurement Portal.

2. Failure to supply such accurate information as the Owner may require in evaluating the responsibility of Bidders or failure to supply the Owner with such documents or information as the Owner may request to assist the Owner in evaluating the responsibility of prospective Bidders.

3. Failure of the Bidder to obtain proper license (if any is required) prior to bidding, i.e. the Bidder is not certified and licensed in accordance with the appropriate State of Florida Statutes and appropriate State of Florida construction or professional licensing boards, including but not limited, to the requirements of Chapters 255 and 287 of the Florida Statutes. In addition, applicable licenses must be current and active throughout the life of the Project.

4. Past performance of the Bidder, one or more of the listed Subcontractors or any affiliated or related entity.

5. Failure of the Bidder or any affiliated related entity to pay or satisfactorily settle all bills for labor and materials on any former contract with Owner.

6. The outstanding obligations of the Bidder, whether previously assumed or to be assumed in the future.

7. Unsatisfactory, defective, or non-conforming work on any previous contract with the Owner by the Bidder, one (1) or more of the listed subcontractors, or any affiliated or related entity.

8. The present relationship between the Owner and the Bidder (or any affiliated or related entity), including the existence of any unresolved disputes arising out of past projects.

9. The financial condition of the Bidder. The Bidder shall furnish the Owner satisfactory evidence of the Bidder's financial responsibility. Such evidence of financial responsibility will consist of a confidential statement or report of the Bidder's financial resources and liabilities as of the last calendar year or the Bidder's last fiscal year If the Project is financed in whole or in part by an AIP Grant, then such statements or reports will be certified by a Certified Public Accountant or Public Accountant. At the time of submitting such financial statements or reports, the Bidder will further certify whether their financial responsibility is approximately the same as stated or reported by the Certified Public Accountant or Public Accountant. If the Bidder's financial responsibility has changed, the Bidder will qualify the Certified Public Accountants or Public Accountant's statement or report to reflect the (Bidder's) true financial condition at the time such qualified statement or report is submitted to the Owner. Evidence that the Bidder is prequalified with FDOT and is on the current Bidder's list for FDOT is sufficient evidence of financial responsibility in lieu of the certified statements or reports specified above.

10. Experience of the Bidder and its listed subcontractors in performing Work of this nature.

11. Submission of appropriate Disadvantaged Business Enterprise (DBE) or Woman and Minority Business Enterprise (W/MBE) information.

12. Past compliance with the Owner's DBE Policy and Program on Owner projects only.

13. Submission, upon request, of the Bid Documents.

14. Lack of Competency of Bidder. The Contract will be awarded only to a Bidder considered to be capable of performing the Work as required by the Contract Documents. The Owner may declare any Bidder ineligible at any time during the process of receiving bids or awarding the Contract where developments arise which, in the opinion of the Owner, adversely affect the Bidder's competency to perform the Work and to discharge its responsibilities under the Contract.

1.08 PREPARATION AND SUBMISSION OF BID

A. Sealed Bids for the construction of the Work generally described will be received until the time and date stated in the Section 00020 - INVITATION TO BID.

B. Bids received without Section 00300 – BID FORM will be found non-responsive.

C. Bids received without completion of the Bid Schedule found in the Owner's e-Procurement Portal will be found non-responsive. The Bidder shall submit their Bid on

the Bid forms furnished by the Owner. All blank spaces in the Bid forms, unless explicitly stated otherwise, must be correctly filled in where indicated for each and every item for which a quantity is given. The Bidder shall enter the price in numerals which they propose for each pay item furnished in the Bid. Prices should generally be written in whole dollars and cents. The extended total amount of each item should not be rounded.

The Bidder shall scan a copy of its signed Section 00300 - BID FORM and upload it into the Owner's e-Procurement Portal. If the Bid is made by an individual, the individual's name and post office address must be shown. If the Bid is made by a partnership, the name and post office address of each member of the partnership must be shown and the Bid will be signed in the partnership name by one of the partners of the partnership. If the Bid is made by a corporation, the person signing the Bid shall be the President, Vice President or other person authorized by an attached corporate resolution and shall give the name of the state where the corporation was chartered and the name, titles, and business address of the president, secretary, and the treasurer. If the Bid is made by a limited liability company, the name of each of the managing members will be shown and the Bid will be signed in the limited liability company name by one of the managing members. Anyone signing a Bid as an agent shall attach evidence of his or her authority to do so and that the signature is binding upon the firm or corporation.

D. Due to the allocation of funds, successful Bidders will be required to provide a Schedule of Values in a manner acceptable to the Owner, and in accordance with the Contract Documents.

E. Each Bid and any attachments submitted will be submitted through the Owner's e-Procurement Portal.

No Bid will be considered unless received through the Owner's e-Procurement Portal before the Bid submittal time and date specified for opening all Bids. Bids will not be accepted after the specified Bid submittal time and date.

Bidder will submit the following as a response to the Invitation to Bid:

1. All required documents as specified for this Solicitation in the Owner's e-Procurement Portal.

2. File Uploads: All electronic files submitted must be in a common format accessible by software programs the Owner uses. Such common formats are generally described as Microsoft® Word (.doc or .docx), Microsoft® Excel (.xls or .xlsx), JPEG, or Adobe Portable Document Format (.pdf).

Bidder will not secure, password protect or lock uploaded files. The Owner must be able to open and view the contents of uploaded files. Bidder will not disable or restrict the ability of the Owner to print the contents of an uploaded file.

Scanned documents or images must be of sufficient quality, no less than 150 dpi, to allow for reading and interpreting the words, drawings, images or sketches.

It is the Bidder's responsibility to ensure the files uploaded to the Owner's software

programs are not corrupt.

F. The Bidder will have downloaded Contract Documents from the Owner's website and must submit their Bid on the forms furnished by the Owner in the Owner's e-Procurement Portal. Bids submitted by Bidders who have not downloaded Contract Documents from the Owner's e-Procurement Portal may be rejected.

G. Bids will be submitted as indicated in the Bid Schedule located in the Owner's e-Procurement Portal. If the Bid Schedule located in the Owner's e-Procurement Portal is not submitted with the Bid, the Bid will be found non-responsive.

H. Bids containing reservations, conditions, exceptions, omissions, unexplained erasures or alterations, items not required in the Bid or irregularities of any kind may be rejected by the Owner.

I. Each Bid will indicate the full business name and address of the Bidder and will be signed by the Bidder with the Bidder's usual signature.

J. A Bid submitted by a partnership will list the names of all partners and will be signed in the partnership name by one of the members of the partnership.

K. A Bid submitted by a limited liability company will list the names of all managing members and will be signed in the limited liability company name by one of the managing members.

L. A Bid submitted by a corporation will be executed in the legal name of the corporation. If the Bid Affidavit is signed by a person other than the President or Vice President of the corporation, such person must furnish a corporate resolution showing their authority to bind the corporation. The name of each person signing the Bid will be typed or printed below the signature.

M. Notwithstanding any of the foregoing, when requested by the Owner, a Power of Attorney, corporate resolution or other satisfactory evidence of the authority of the officer signing on behalf of the corporation will be furnished for the Owner's records.

N. The Bid will be accompanied by a Bid Bond and Surety's Bond Affidavit executed on the forms provided, or a Cashier's Check payable to the Owner, in an amount not less than five percent (5%) of the bid amount. If a Bidder withdraws its Bid within one hundred fifteen (115) calendar days from the date on which Bids are opened, or if a Bidder is awarded the Contract but fails, refuses or neglects to execute and return the Contract or to furnish acceptable Insurance Documents, and the required Certificates of Insurance, and/or Payment and Performance Bonds within seven days after the date of Award of the Contract, then the amount of the Bid Bond or cashier's check will be paid to, or retained by, the Owner as liquidated damages. The Bidder agrees that the liquidated damages are not a penalty and five percent (5%) of the total bid amount is reasonable.

O. The Bidder will supply all information required by the Bid Form and Contract Documents.

1.09 MODIFICATIONS OR WITHDRAWAL OF BIDS

A. A Bidder may withdraw and resubmit a Bid, provided that Bidder's request for withdrawal is received by the Owner in writing before the time specified for submittal of Bids. Revised Bids must be received at the place specified in the Invitation to Bid before the time and date specified for submittal of Bids. Modifications will not reveal original amount of bids. Bid Bonds must reflect modifications.

B. Negligence on the part of the Bidder in the preparation of their Bid will not be grounds for modification or withdrawal of the Bid after the Bid Submittal Time and Date.

1.10 PUBLIC OPENING OF BIDS

A. Bids will be opened and read publicly at the time and place specified in the Contract Documents. Bidders, their authorized agents, and other interested persons are invited to attend.

B. The Owner reserves the right to correct, in all Bids, obvious mathematical or transposition errors within the Bid Prices or Total Bid Price, as long as the intent of the Bidder is reasonably clear from the Bid. Such intent shall be determined in the Owner’s sole and absolute discretion.

C. All Bids and other materials or documents submitted by a Bidder for this Project will become property of the Owner. The Owner is subject to the public records requirements of Florida State Statute Chapter 119, and as such, all materials submitted by the Bidder to the Owner are subject to public disclosure. The Bidder specifically waives any claims against the Owner related to the disclosure of any materials if made under a public records request.

1.11 REJECTION OF BIDS

A. Bids containing any omission, alterations of form, additions or conditions not called for, conditional or alternate bids unless called for, incomplete bids, or Bids otherwise regular which are not accompanied by a Cashier's Check or Bid Bond may be considered irregular and may be rejected.

B. The Owner reserves the right, in Owner’s judgment and sole discretion, to reject any or all Bids, to waive any formalities, technicalities or irregularities therein, to avoid or refrain from awarding a contract for Work, and to re-advertise for Bids.

C. Bids shall be considered irregular for the following reasons:

1. If Section 00300 – BID FORM is on a form other than that furnished by the Owner, or if the Owner's form is altered, or if any part of the Bid Form is deleted.

2. If there are unauthorized additions, conditional or alternative pay items, or irregularities of any kind which made the Bid incomplete, indefinite or otherwise ambiguous.

3. If the Bid does not contain a unit price for each pay item listed in the Bid, except in the case of authorized pay items for which the Bidder is not required to furnish

a unit price.

4. If the Bid contains unit prices that are obviously unbalanced, as determined in the sole and absolute discretion of the Owner.

5. If the Bid is not accompanied by all the documents listed in the Respondent Questionnaire Section on the Owner's e-Procurement Portal, including but not limited to, Bid Guaranty and Section 00417 – DISADVANTAGED BUSINESS ENTERPRISE (DBE) ASSURANCE AND PARTICIPATION.

6. Submitting more than one Bid from the same partnership, firm or corporation under the same or different name.

7. Evidence of collusion among Bidders. Bidders participating or previously participating in such collusion will be disqualified as Bidders for this and any future work of the Owner until any such participating Bidder has been reinstated by the Owner as a qualified Bidder.

8. Failure to comply with any prequalification regulations of the Owner, if such regulations are cited, or otherwise included, in the Bid as a requirement for bidding.

9. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force with the Owner at the time the Owner posts the Invitation to Bid in the Owner's e-Procurement Portal.

10. Documented record of Contractor default under previous contracts with the Owner.

11. Documented record of unsatisfactory work on previous contracts with the Owner.

12. Evidence that Bidder has a financial interest in the firm of another Bidder for the same Work.

13. If the Bidder, employee or agent of the Bidder has a Conflict of Interest as determined by the Vice President of Procurement in his or her sole discretion.

14. If Bidder is considered to be "non-responsible" for any reason specified in Section 1.07 - RESPONSIVE AND RESPONSIBLE BIDDER.

The Owner reserves the right to reject any irregular Bid and the right to waive technicalities if such waiver is in the best interest of the Owner and conforms to laws, rules and ordinances pertaining to the letting of constructions contracts.

D. Bids will be considered non-responsive for the following reasons:

1. If the bid is not accompanied by the Bid Schedule or Section 00400-1 BID BOND.

2. Bids received that do not meet the requirements specified in Section 1.13 DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM AND OWNER'S DBE POLICY.

3. If Bidder cannot demonstrate ability to obtain Contract required insurance specified in Section 00650 – INSURANCE REQUIREMENTS.

E. The Owner reserves the right to reject any and all Bids for any reason including but not limited to that the Bid is higher than the Owner approved budget or estimated project cost.

1.12 ESCROW OF BID DOCUMENTS

A. Each Bidder agrees that all documents relied upon in making or supporting their Bid will be retained in escrow, in a manner satisfactory to the Owner, prior to the date the Contract is awarded and preserved and maintained during the course of the Work until Final Payment is made. The Owner will have the right to inspect any and all such Bid Documents and to verify that such Bid Documents are properly escrowed prior to the time of the Award of the Contract, or at any time thereafter during the course of the Work.

1.13 DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM AND OWNER'S DBE POLICY

A. If the Project is funded in whole or in part by Federal funds.

1. Policy: It is the policy of the Owner that DBEs, as defined in 49 CFR Part 26, will have maximum opportunity to participate in the performance of all Owner Federally Funded projects and the Bidder will take all necessary and reasonable steps to ensure that DBEs have the maximum opportunity to compete for and perform subcontracts. Bidders will demonstrate that they will subcontract with certified DBEs, or clearly demonstrate in a manner acceptable to the Owner their "Good Faith Efforts" to obtain DBE subcontractors. The successful Bidder's DBE commitment as stated on their Letter(s) of Intent will be incorporated into the Contract and will be enforceable under the terms of the Contract.

Bidders are encouraged to refer to the Owner's DBE Policy and Program which is posted on the Owner's website: www.TampaAirport.com. Bidders should refer to the directory of DBE companies certified by the Florida Unified Certification Program (FLUCP) at https://fdotxwp02.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/CustomSearch.aspx.

2. DBE Obligation: The Contract the Owner executes with the Bidder and each subcontract the Bidder executes with a Subcontractor, must include the following clause:

"The bidder/proposer, contractor, supplier/vendor and subcontractor will not discriminate on the basis of race, creed, color, national origin, or sex in the performance of this Contract. The bidder/proposer, contractor, supplier/vendor or subcontractor will carry out applicable requirements of 49 CFR Part 26 in the

award and administration of USDOT assisted contracts. Failure by the bidder/proposer, contractor, supplier/vendor or subcontractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the Owner deems appropriate which may include, but not be limited to:

(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Assessing liquidated damages; and/or
(4) Disqualifying the bidder/proposer, contractor, supplier/vendor or subcontractor from future bidding as non-responsible."

3. DBE Goals: DBE Goals may be established for contracts with subcontracting opportunities. The Bidder will subcontract with DBEs certified by the FLUCP at least ten percent (10%) of the dollar value of the Contract. Only DBEs certified under the FLUCP will count toward the Contract Goals. If the Bidder is a DBE, the Bidder must submit a Letter of Intent for work the Bidder proposes to self-perform and count toward the Goal. In accordance with 49 CFR Part 26.55 (e) (1) (i) "A recipient may count expenditures of materials and supplies obtained from a DBE Manufacturer at 100% of the cost of the materials or supplies toward DBE Goals." In accordance with 49 CFR Part 26.55 (e) (2) (i), a recipient or Contractor may count toward its DBE Goals sixty percent (60%) of its expenditures for materials and supplies required under a Contract and obtained from a DBE regular dealer. In accordance with 49 CFR Part 26.55 (e) (3), a recipient may count toward its DBE Goals forty percent (40%) of the cost of materials or supplies obtained from a DBE distributor. For each DBE listed as a regular dealer or distributor, complete and submit the DBE Regular Dealer/Distributor Affirmation Form as defined in Section 26.53 (c) (1) of Title 49 CFR.

   The Bidder will be required to submit a DBE Assurance and Participation Form and a Letter of Intent for each DBE that the Bidder proposes to participate in this Contract at the time the Bid is submitted to the Owner. If the Bidder is a DBE, the Bidder must submit a Letter of Intent for work the Bidder proposes to self-perform and count toward the Goal. Failure of the Bidder to submit the required DBE information in its Bid may render the Bid non-responsive. If the Bidder fails to achieve the Contract Goals stated herein, the Bidder will be required to provide documentation demonstrating that the Bidder made good faith efforts in attempting to do so.

4. Bidder Efforts to Meet DBE Subcontract Goals:

   a. In all contracts, the apparent successful Bidder will satisfy the Owner that it has made good faith efforts to utilize certified DBEs in meeting the established DBE Goals. Good faith efforts are those efforts that could reasonably be expected to result in DBE Goal attainment by a Bidder who aggressively and actively seeks to obtain DBE participation. Efforts that are merely "Pro Forma" are not good faith efforts to meet DBE goals. In determining whether or not the apparent successful Bidder has made such good faith efforts, the Owner may consider the following factors:

i. Whether the Bidder attended any pre-solicitation or pre-bid meetings scheduled by the Owner to inform certified DBEs of contracting and subcontracting opportunities;

ii. Whether the Bidder advertised at least ten days prior to bid opening in newspapers of general circulation, trade associations and/or minority-focus media concerning the subcontracting opportunities;

iii. Whether the Bidder provided written notice by certified mail at least ten (10) calendar days prior to bid opening to a reasonable number of specific certified DBEs that their interest in the Contract was being solicited;

iv. Whether the Bidder followed up initial solicitations of interest by contacting certified DBEs to determine with certainty whether the certified DBEs were interested;

v. Whether the Bidder selected portions of the Work to be performed by certified DBEs in order to increase the likelihood of meeting the DBE Goals (including, where appropriate, breaking down contracts into economically feasible units to facilitate DBE participation);

vi. Whether the Bidder provided interested certified DBEs with adequate information about the plans, specifications or requirements of the Contract;

vii. Whether the Bidder negotiated in good faith with interested certified DBEs, not rejecting certified DBEs as unqualified without sound reasons after a thorough investigation of their capabilities;

viii. Whether the Bidder made efforts to assist interested certified DBEs in obtaining bonding, lines of credit, or insurance required by the Owner or Contractor;

ix. Whether the Bidder effectively used the services of available minority community organizations, minority Contractor groups, local, state and federal minority business assistance offices, and/or other organizations that provide assistance in the recruitment and placement of certified DBEs;

x. Whether the scope of work submitted by the Bidder to any certified DBE contractor, certified DBE subcontractor, certified DBE sub-subcontractor, certified DBE supplier, certified DBE sub-supplier or certified DBE sub-sub-supplier, and so on, was either directly or in-directly, was intended to achieve, in whole or in part, the specified certified DBE participation;

xi. Whether the replies or quotes from certified DBEs in response to scopes of work submitted to them by contractors, either directly or indirectly, were fair and responsive; and

xii. Whether the Bidder fairly represented quotations from certified DBEs in the formulation of the Bidder's bid as shown on the Contractor's bid tabulation or other work documents to support the Bidder's bid.

b. Bidders who do not meet the DBE Goal may satisfy the good faith efforts requirement by documenting their efforts to do so, and on a finding by the Owner that the Bidder did not meet the good faith efforts, are entitled, at their option, to the administrative reconsideration process as outlined in the Owner's DBE policy.

c. Any Bidder who meets the DBE Goals will be deemed to have made the necessary good faith efforts without the need for further proof. Failure to meet the Goals may be grounds for refusing to award the Contract to the Bidder if, upon investigation by the Owner, such investigation shows that the Bidder refused to make good faith efforts to meet the Goals, or that the failure was due to discrimination.

d. The Owner will require Bidders to submit documents that show that they obtained enough participation from certified DBEs to meet the DBE Goals. Failure to provide such information may render the Bid non-responsive. However, the Owner reserves the right to require such additional and supplemental information as necessary for the purpose of clarifying the DBE information submitted by the Bidder. The individual responsible for making initial good faith efforts determinations for the Owner will be the DBE Program Manager.

5. Bidder's DBE Assurance: Each Bidder will submit written assurance of its ability to meet the prescribed Goals in its Bid. Bidders may be considered non-responsive and may be ineligible for award of Contract if their Bid does not contain this DBE Assurance. The Bidder agrees to indemnify the Owner from the loss of any funds or other damages that may result from Bidder's failure to achieve the DBE Goals set forth herein or to establish Good Faith Efforts to do so, including attorney's fees and costs associated with said failure by Bidder or good faith investigation by Owner. Failure of Bidder to achieve the DBE Goals as bid without showing good faith efforts to do so will be considered a material breach of the Contract. The determination of whether Bidder's efforts were made in "good faith" will be made by Owner.

1.14 BUY AMERICAN - STEEL AND MANUFACTURED PRODUCTS FOR CONSTRUCTION CONTRACTS

The Buy-American preference requirements established within 49 USC § 50101 require that all steel and manufactured goods used on AIP projects must be produced in the United States. It also gives the FAA the ability to issue a waiver to the sponsor to use non-domestic materials on the AIP-funded project subject to meeting certain conditions. The FAA requires that these waivers be

requested in advance of use of the materials on the AIP-funded project. The sponsor may request that the FAA issue a waiver from the Buy American preference requirements if the FAA finds that:

1) applying the provision is not in the public interest;

2) the steel or manufactured goods are not available in sufficient quantity or quality in the United States;

3) the cost of components and subcomponents produced in the United States is more than sixty percent (60%) of the total components of a facility or equipment, and final assembly has taken place in the United States. Items that have an FAA standard specification item number (such as specific airport lighting equipment) is considered the equipment in this case.

4) applying this provision would increase the cost of the overall project by more than twenty-five percent (25%).

Executive Order 14005 advances the Administration's priority to use terms and conditions of Federal financial assistance awards to maximize the use of goods, products, and materials produced in, and services offered in, the United States. The Order directs, to the extent appropriate and consistent with applicable law, agencies shall partner with the Hollings Manufacturing Extension Partnership (MEP) to conduct supplier scouting in order to identify American companies that are able to produce goods, products, and materials in the United States that meet Federal procurement needs, prior to consideration of using non-domestic products.

The Bipartisan Infrastructure Law, Build America, Buy America (BABA) Act strengthens Made in America Laws and bolsters America's industrial base, protects national security, and supports high-paying jobs. Under BABA, iron, steel, and certain construction materials are required to be 100% produced in the United States.

Under the Bipartisan Infrastructure Law (Pub. L. No. 117-58) BABA three waivers are available for iron and steel, manufactured products, and construction materials when a Federal agency finds that –

1) Applying the domestic content procurement preference would be inconsistent with the public interest (a "public interest waiver");

2) Types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality (a "nonavailability waiver"); or

3) The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than twenty-five percent (25%) (an "unreasonable cost waiver").

BABA defines construction materials, items that are or consists primarily of non-ferrous metals, plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables), glass (including optic glass), lumber, or drywall.

Items that consist of two or more of the aforementioned materials that have been combined

together through a manufacturing process, and items that include at least one of the listed materials combined with a material that is not listed through a manufacturing process, should be treated as manufactured products, rather than as construction materials. For example, a plastic framed sliding window should be treated as a manufactured product while plate glass should be treated as a construction material.

The Buy America Preference requirements flow down from the Sponsor to first-tier contractors, who are responsible for ensuring that lower-tier contractors and subcontractors are also in compliance.

Note: The Buy American Preference does not apply to temporary equipment a contractor uses as a tool of its trade and which does not remain as part of the project.

1.15 SUSTAINABLE PROCUREMENT

When deemed appropriate by the Bidder and not in conflict with the Contract Documents, Bidders are encouraged to reduce use of products and materials that negatively impact human health and/or the environment.

1.16 TRENCH SAFETY ACT/STANDARDS

A. Section 553.62, Florida Statutes incorporates the Occupational Safety and Health Administration's (OSHA) Safety Standards, 29 CFR, Section 1926.650 Subpart P, as the State standard.

B. All trench excavation performed in excess of 5-feet in depth will comply with Florida Statutes, Sections 553.63(1)(a), 553.63(1)(b), and 553.63(1)(c).

C. The cost of trench excavation in excess of 5-feet in depth will be identified in Section 00415 - TRENCH SAFETY CERTIFICATION. All costs to comply with trench safety standards will be incidental to the Project or various related Pay Items.

D. Bids received without Section 00415 – TRENCH SAFETY CERTIFICATION may be considered irregular and may be rejected.

END OF SECTION

SECTION 00300 - BID FORM

TO: **HILLSBOROUGH COUNTY AVIATION AUTHORITY**
OWNER
Tampa International Airport
Post Office Box 22287
Tampa, Florida 33622

FROM:

BIDDER NAME The Middlesex Corporation

STREET ADDRESS One Spectacle Pond Road

CITY, STATE, ZIP Littleton, MA 01460

DATE May 30, 2025 PHONE 407-515-3566

E-MAIL esergeant@middlesexco.com
(Person to receive recommendation of award notification)

1.01 The undersigned Bidder hereby certifies the following: (1) it has accurately identified all persons required by the applicable signature block; (2) the Bid Prices are fair, in all respects, and made in good faith, without collusion or fraud; (3) no officer, employee or agent of the Owner and no spouse or child of an officer, employee, or agent of the Owner, has, or will have during the performance of the Contract, any material interest in the business of the Bidder, and (4) Bidder has no knowledge of any potential conflict of interest.

The Bidder further represents that it has carefully examined the site of the Work, the Contract Documents, the Addenda furnished prior to the opening of the Bids and existing Owner records for the Work contemplated during the Bid submittal period. By submitting a Bid, the Bidder represents to the Owner that the Bid and the Contract are inclusive of sufficient compensation for performing adequate investigations of existing site conditions, the Contract Documents, and existing records to sufficiently support the design. The Bidder further acknowledges that any information provided by the Owner was to assist the Bidder in completing adequate investigations. In addition, the Bidder represents that it has investigated and is fully informed of the conditions to be encountered, of the character, quality and quantities of Work to be performed and materials to be furnished and has included in the Bid and Contract all items necessary for the proper execution and completion of the Work in accordance with the requisite time frame, applicable laws, statutes, building codes, regulations, or as otherwise required by the Contract Documents.

The undersigned, as Bidder, does hereby declare that having familiarized itself with the local conditions affecting the cost of the Work, Owner's policies, procedures, rules, regulations and manuals affecting the cost of the Work, Contract Documents including the Project Manual (consisting of Bidding and Contract Requirements, and the Specifications), Drawings, and other related Contract Documents prepared by the Owner and titled: Airside D Development Program Guideway Structure together with all Addenda to such Contract Documents as acknowledged in the Owner's e-Procurement Portal, it proposes to furnish all materials and labor specified and perform all Work required in strict accordance with the provisions of Contract Documents noted

above for the consideration of the prices quoted in Bid Schedule in the Owner's e-Procurement Portal, titled the same as written above, attached hereto and incorporated by reference.

The undersigned understands that the estimated quantities shown in the Bid Schedule are approximate only and are intended principally to serve as a guide in evaluating Bids and are subject to either increase or decrease.

1.02 The undersigned affirms that in making such Bid, neither Bidder nor any company that Bidder may represent, nor anyone on behalf of Bidder or Bidder's company, directly or indirectly, has entered into any combination, collusion, undertaking or agreement with any other Bidder or Bidders to control the prices of said Work, or any compact to prevent any other Bidder or Bidders from bidding on said Contract or Work, and further affirms that such Bid is made without regard or reference to any other Bidder or Bid and without any agreement or understanding or combination, either directly or indirectly, with any other person or persons with reference to such bidding in any way or manner whatsoever. The undersigned acknowledges that the Owner is relying on the statements made herein.

1.03 Each Bidder agrees that all documents relied upon in making or supporting their Bid will be retained in escrow prior to the date the Contract is awarded and will be preserved and maintained during the course of the Work until Final Payment is made. The Owner will have the right to inspect any and all such Bid Documents and to verify that such Bid Documents are properly escrowed, in a manner satisfactory to the Owner, prior to the time of the award of the Contract, or at any time thereafter during the course of the Work.

1.04 The undersigned, when notified of the acceptance of this Bid, does hereby agree to enter into a Contract and return such signed (executed) Contract to the Owner along with the fully executed Performance Bond and Payment Bond with good and sufficient Surety and furnish the required Certificates of Insurance and Insurance Policy endorsements, within seven days after the date of award of the Contract or such other time as provided in writing by the Owner.

A preliminary Construction Schedule (based on major items) as required by Section 01315 - SCHEDULES, PHASING will be provided to the Owner by the undersigned within 15 days from the date of the award of the Contract and will be in accordance with the provisions of the Contract Documents.

The undersigned further agrees that if awarded the Contract, Bidder will commence the Work within ten days after the date of Notice to Proceed and that Bidder will achieve Substantial Completion within ~~six hundred ninety-five~~five hundred forty (~~695~~540) calendar days after Notice to Proceed.

The Owner may issue a Notice to Proceed seven days after the date of award of the Contract or later. However, the Contractor will not use or occupy Owner's premises in connection with the Contract until all documentation required by the Contract Documents has been submitted, accepted and executed by the Owner. Refer to Section 00500 - AWARD OF CONTRACT AND EXECUTION OF CONTRACT BONDS and Section 00650 – INSURANCE REQUIREMENTS.

Should the undersigned fail to achieve Substantial Completion within the time(s) specified in the Contract and the Contract Documents, the Owner may retain the sum specified in the Contract for each day that the Work remains incomplete beyond the time limit(s), which sum will represent

not a penalty but liquidation of a reasonable portion of the damages that will be incurred by the Owner by failure of the undersigned to complete the Work within the days stipulated. The undersigned agrees that the assessment of actual damages at the time the Contract is entered into is uncertain. By bidding on the project, the undersigned signifies that it agrees that the sum specified in the Contract for the liquidated damages is reasonable. The undersigned agrees that the liquidated damages in the Contract are solely for delay and loss of use.

1.05 In submitting this Bid, it is understood that the right is reserved by the Owner to waive formalities, technicalities and irregularities and to reject all Bids. It is agreed that this Bid may not be withdrawn for a period of one hundred fifteen (115) calendar days after the opening thereof.

1.06 The Bidder attaches hereto a Cashier's Check or Bid Bond payable to the Hillsborough County Aviation Authority, as required under Section 00020 – INVITATION TO BID, and the Bidder agrees that in case Bidder fails to fulfill obligations under the Bid, the Owner, may, at its option, determine that the Bidder has abandoned Bidder's rights and interest in such Bid and that the Cashier's Check or Bid Bond accompanying their Bid has been forfeited to the Owner as liquidated damages. Otherwise, the Cashier's Check or Bid Bond will be returned to the Bidder upon the execution and return of the Contract and the acceptance of the Bonds and Insurance, or upon rejection of the Bid. The Bidder agrees that the liquidated damages referenced in the paragraph are not a penalty and five percent (5%) of the total bid amount is reasonable.

1.07 The undersigned affirms that Bidder has completed, signed and included in its Bid submission all documents as specified in the Minimum Qualifications on the Owner's e-Procurement Portal.

When a determination has been made to award a Contract to a specific Bidder, such Bidder will, prior to award, furnish such other pertinent information and assurances regarding Bidder's proposed subcontractors, as the Owner, the FAA, the Secretary of Labor, FDOT, and/or the Office of Federal Contract Compliance (OFCC) may require. The Bidder will furnish similar statements executed by each of Bidder's first-tier and second-tier subcontractors whose contracts equal $10,000 or more and will obtain similar compliance by such subcontractors before awarding such subcontracts. No subcontract will be awarded to any non-complying Subcontractor.

It is understood and agreed that all workmanship and materials under all items of work are guaranteed for one year from the date of Substantial Completion, unless otherwise specified within the Contract Documents.

The undersigned agrees that the Contract Sum will be decreased or increased where planned quantities shown on the Drawings are decreased or increased, and that such increases or decreases will be determined by use of the applicable Unit Price shown on the Unit Price "Bid Schedule."

The undersigned agrees that Mobilization is limited to ten percent (10%) of the total Project cost, including the Owner's Allowance.

1.08 The legal status of the undersigned is: (The Bidder will complete A. and the appropriate portion of B. through F. and strike out the other one.)

A. Federal Employer Identification (FEI) number: 04-2534615

B. Corporation:

1. A corporation, duly organized and doing business under the laws of the State of Massachusetts, for whom, bearing official title of Senior Vice President Preconstruction, whose signature is affixed to this bid, is duly authorized to execute contracts.

Date of Incorporation: 01/23/1974

Name and address of Florida registered agent for service of process:

Cogency Global, Inc.
115 North Calhoun St., Suite 4
Tallahassee, FL 32301

2. If Foreign Corporation (non-Florida):
Date of Certificate of Authority to transact business in Florida: 02/12/1991

Name and address of Florida registered agent for service of process:

Cogency Global, Inc.
115 North Calhoun St., Suite 4
Tallahassee, FL 32301

C. Partnership:

A partnership, all of the members of which, with addresses are: (Designate general partners as such).

continue if required . . .

If all partners are non-residents of Florida: Designate name and address of Florida registered agent required for service of process.

Name and address of Florida registered agent for service of process:

D. Limited Liability Company:

Limited Liability Company, all of the managing members of which, with addresses are:

_____ _____ _____

_____ _____ _____

_____ _____ _____

continue if required . . .

If all managing members are non-residents of Florida: Designate name and address of Florida registered agent required for service of process.

Name and address of Florida registered agent for service of process:

_____

_____

_____

E. Other Entity

A _____, duly organized and duly doing business under the laws of the State of _____, for whom, bearing the title of _____, whose signature is affixed to this bid, is duly authorized to execute contracts.

Name and address of Florida registered agent for service of process:

_____

_____

_____

F. Individual

_____

_____

_____

Name and address of Florida registered agent for service of process:

_____

1.09 The undersigned affirms that in making such Bid, Bidder and/or Bidder's subcontractors have required licenses, sufficient staffing, equipment, material and resources to perform the Work in the quality and quantities of Work to be performed and materials to be furnished, and have included in the Bid and Contract all items necessary for the proper execution and completion of the Work in accordance with the requisite time frame, applicable laws, statutes, building codes, regulations, or as otherwise required by the Contract Documents.

ALL BIDDERS MUST SIGN AND EXECUTE THE FOLLOWING:

Dated and signed at 10801 Cosmonaut Blvd, Orlando, FL 32824

on this 30th day of May, 2025.

NAME OF BIDDER The Middlesex Corporation

By: _____
(Signature) Thomas Grondine

TITLE Senior Vice President, Preconstruction

BUSINESS ADDRESS One Spectacle Pond Road

Littleton, MA 01460

WITNESSES:

By: _____
(Signature)

By: _____
(Signature)

END OF SECTION

SECTION 00350 - BID AFFIDAVIT

The following affidavit will be executed in order that your Bid may be considered:

STATE OF Florida

COUNTY OF Orange

Thomas Grondine, Sr., V.P. Preconstruction, of lawful age, being first duly sworn, deposes and says: That it executed the accompanying Bid on behalf of the Contractor named herein, and that it had lawful authority so to do, and said Contractor has not directly or indirectly entered into any agreement, express or implied, with any contractor or contractors, having for its object the controlling of the price or amount of such Bid or any Bids, the limiting of the Bid of contractors, the parceling or farming out to any contractor or contractors or to other persons of any part of the Contract or any of the subject matter of the Bids, or of the profits thereof, and that it has not and will not divulge the sealed Bid to any person whomsoever, except those having a partnership or other financial interest with them in said Bid or Bids, until after the sealed Bid or Bids are opened.

Signed By: _____
Thomas Grondine, Senior Vice President, Preconstruction

THE MIDDLESEX CORP INCORPORATED 1974 MASSACHUSETTS

Subscribed and sworn to before me this 30th day of May, 2025.

My Commission Expires:
July 24, 2027

FLORIDA NOTARY ASSOCIATION SINCE 1976

EVELYN S. SERGEANT
Notary Public
State of Florida
Comm# HH425179
Expires 7/24/2027

By: _____
Notary Public (Signature)

[Affix Corporate Resolution if not signed by the President or Vice President of the Company]

END OF SECTION

MIDDLESEX CORPORATION

At a meeting of the Board of Directors of THE MIDDLESEX CORPORATION held on May 16, 2025, at which all the Directors were present or waived notice, it VOTED, that Robert W. Pereira, Chairman and Chief Executive Officer; Robert W. Pereira II, President and Chief Operating Officer; Neil T. Mulrooney, Senior Vice President Construction; Thomas M. Grondine, Senior Vice President Preconstruction; Peter J. Martinkus, Senior Vice President Finance, CFO & Secretary; Joshua S. Wernig, Senior Vice President, Chief Legal Officer, and General Manager; James M. Wills, Senior Vice President Business Development; Edward Taylor Cox Sr., Vice President Business Development; James E. Reardon, Vice President Alternative Delivery; Joseph B. Phinney, Vice President Construction Operations; Seth K. Whiteman, Vice President Operations Northeast Region; Michael J. Iapaluccio, Vice President Paving and Mark A. Landry, Vice President Plants; be and they hereby are authorized to execute bids, contracts, bonds, and owners' payment requisitions in the name and on behalf of said Corporation, and affix its Corporate Seal thereto; and such execution of any contract or obligation in the Corporation's name on its behalf by such Chief Executive Officer, President, Vice President, and Secretary under seal of the Corporation, shall be valid and binding upon this Corporation.

A true copy

ATTEST: _____
Peter J. Martinkus
Secretary

Place of Business: One Spectacle Pond Road
Littleton, MA 01460
Date: 5/30/2025

THE MIDDLESEX CORP INCORPORATED ★ 1974 ★ MASSACHUSETTS

I hereby certify that I am the Secretary of THE MIDDLESEX CORPORATION, that Robert W. Pereira is the duly elected Chairman and Chief Executive Officer, Robert W. Pereira II is the duly elected President and Chief Operating Officer, Neil T. Mulrooney is the duly elected Senior Vice President Construction, Thomas Grondine is the is the duly elected Senior Vice President Preconstruction, Peter J. Martinkus is the duly elected Senior Vice President Finance, CFO & Secretary, Joshua S. Wernig is the duly elected Senior Vice President, Chief Legal Officer, and General Manager, James M. Wills is the duly elected Senior Vice President Business Development, Edward Taylor Cox is the duly elected Vice President Business Development, James R. Reardon is the duly elected Vice President Alternative Delivery, Joseph B. Phinney is the duly elected Vice President Construction Operations, Seth K. Whiteman is the duly elected Vice President Operations Northeast Region, Michael J. Iapaluccio is the duly elected Vice President Paving and Mark A. Landry is the duly elected Vice President Plants of said Corporation, and that the above vote has not been amended or rescinded and remains in full force and effect as of this date.

_____
Peter J. Martinkus
Secretary

THE MIDDLESEX CORP INCORPORATED ★ 1974 ★ MASSACHUSETTS

SECTION 00400 1-BID BOND BOND NO. N/A

(NOT TO BE FILLED OUT IF A CASHIER'S CHECK IS SUBMITTED)

KNOW ALL MEN BY THESE PRESENTS: That the undersigned The Middlesex Corporation,

as Principal, and Travelers Casualty and Surety Company of America, as **Surety**, are held and firmly bound unto the **Hillsborough County Aviation Authority** in the sum of 5% of the bid amount shown on Bid Schedule for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

THE CONDITION OF THIS OBLIGATION is such that if Principal:

1. Does not withdraw the attached Bid Amount shown on Bid Schedule for the Authority **Project No. 8500 23 entitled Airside D Development Program Guideway Structure at Tampa International Airport** for a period of one hundred fifteen (115) calendar days after the date on which the Bids are opened; and

2. Enters into a written Contract and furnishes the required Insurance, Certificates of Insurance and Payment and Performance Bonds with surety or sureties acceptable to the **Hillsborough County Aviation Authority** within seven days after the date of award of the Contract, then this obligation will be void; Otherwise the same will be in full force and the full amount of this Bid Bond will be paid to the **Hillsborough County Aviation Authority** as stipulated herein.

Signed this 22nd day of May, 2025.

CONTRACTOR MUST INDICATE WHETHER CORPORATION, PARTNERSHIP, COMPANY, (OR INDIVIDUAL). THE PERSON SIGNING FOR THE CONTRACTOR WILL SIGN HIS/HER OWN NAME AND SIGN CORPORATE TITLE. WHEN THE PERSON SIGNING FOR A CORPORATION IS OTHER THAN THE PRESIDENT OR VICE PRESIDENT, HE/SHE MUST FURNISH A CORPORATE RESOLUTION SHOWING HIS/HER AUTHORITY TO BIND THE CORPORATION

(Affix Contractor's Corporate Seal)

The Middlesex Corporation
Name of Contractor

By: _____
(Signature)

Type Name and Title Below:
Thomas Grondine, Senior Vice President, Preconstruction

Address: One Spectacle Pond Road
Littleton, MA 01460
978-742-4409 978-742-4434
Telephone Number Fax Number

(Affix Surety's Corporate Seal)

Travelers Casualty and Surety Company of America
Name of Surety

By: _____
Attorney in Fact for Surety (Signature)

Type name of Attorney in Fact: Laurie Rothwell

Attorney in Fact Address: 125 High Street, Suite 2205
Boston, MA 02110
(617) 535-7200 (617) 535-7204
Telephone Number Fax Number

By: _____
Florida Licensed Agent (Signature)

Type name of Fla. Licensed Agent: Nicole Roy
License Number: W051277
Agent Address: 125 High Street, Suite 2205
Boston, MA 02110
(617) 535-7200 (617) 535-7204
Telephone Number Fax Number

SECTION 00400 2-SURETY BOND AFFIDAVIT

STATE OF MASSACHUSETTS
COUNTY OF SUFFOLK

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED Nicole Roy (AGENT), WHO, BEING DULY SWORN, DEPOSES AND SAYS THAT THEY ARE A DULY AUTHORIZED FLORIDA LICENSED INSURANCE AGENT, PROPERLY LICENSED UNDER THE LAWS OF THE STATE OF Florida, TO REPRESENT Travelers Casualty and Surety Company of America OF One Tower Square, Hartford, CT 06183, A COMPANY AUTHORIZED TO MAKE CORPORATE SURETY BONDS UNDER THE LAWS OF THE STATE OF Florida (THE "SURETY").

AGENT FURTHER CERTIFIES THAT AS AGENT FOR THE SURETY, HE OR SHE HAS SIGNED THE ATTACHED BOND AS A LICENSED AGENT, IN THE SUM OF 5% OF THE BID AMOUNT SHOWN ON BID SCHEDULE, ON BEHALF OF Travelers Casualty and Surety Company of America, TO THE **HILLSBOROUGH COUNTY AVIATION AUTHORITY COVERING PROJECT NO. 8500 23 AIRSIDE D DEVELOPMENT PROGRAM GUIDEWAY STRUCTURE at TAMPA INTERNATIONAL AIRPORT, TAMPA, FLORIDA.**

AGENT FURTHER CERTIFIES THAT:

i. SURETY HOLDS A CERTIFICATE OF AUTHORITY AUTHORIZING IT TO WRITE SURETY BONDS IN FLORIDA.

ii. SURETY HAS BEEN IN BUSINESS AND HAS A RECORD OF SUCCESSFUL CONTINUOUS OPERATIONS FOR THE LAST FIVE YEARS.

iii. SURETY IS LISTED AND MAINTAINS A CURRENT CERTIFICATE OF AUTHORITY AS AN ACCEPTABLE SURETY ON FEDERAL BONDS AND AS ACCEPTABLE REINSURING COMPANIES IN ACCORDANCE WITH U.S. DEPARTMENT OF TREASURY CIRCULAR 570, CURRENT REVISION. THE AMOUNT OF BONDS ISSUED PURSANT TO THIS CONTRACT WILL NOT EXCEED THE UNDERLYING LIMITATION IN THE FEDERAL REGISTER FOR THAT SURETY.

iv. SURETY HAS A CURRENT RATING BY A.M. BEST COMPANY OF "A-" OR HIGHER.

AGENT:

By: _____

Florida Licensed Insurance Agent (Signature)
Nicole Roy; FL Non-Resident License No. W051277

125 High Street, Suite 2205, Boston, MA 02110
Address Of Agent

(617) 535-7200
Phone Number of Agent

(617) 535-7204
Fax Number of Agent

One Tower Square, Hartford, CT 06183
Address Of Surety

(617) 535-7200
Phone Number of Agent

(617) 535-7204
Fax Number of Agent

SURETY:

By: _____

Attorney-In-Fact (Signature)
Laurie Rothwell

Acknowledgment For
Attorney-In-Fact

The foregoing instrument was acknowledged before me by means of ■ physical presence or □ online notarization this 22nd day of May, 2025, by Laurie Rothwell
(name of person)
as Attorney-In-Fact

By: _____
(Signature of Notary Public)

SANDRA C. LOPES
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires On
June 05, 2026

Sandra C. Lopes
Print, Type, or Stamp Commissioned Name of Notary

(Personally Known) OR Produced Identification
Type of Identification Produced

END OF SECTION

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and the Companies do hereby make, constitute and appoint **LAURIE ROTHWELL** of **BOSTON**, **Massachusetts**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **16th** day of **February, 2024**.

SEAL — TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
SEAL — TRAVELERS CASUALTY AND SURETY COMPANY
SEAL — ST. PAUL FIRE AND MARINE INSURANCE CO.

State of Connecticut

By: _____
Bryce Grissom, Senior Vice President

City of Hartford ss.

On this the **16th** day of **February**, **2024**, before me personally appeared **Bryce Grissom**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**

ANNA P NOWIK NOTARY PUBLIC CONNECTICUT

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **22nd** day of **May**, **2025**.

SEAL — TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
SEAL — TRAVELERS CASUALTY AND SURETY COMPANY
SEAL — ST. PAUL FIRE AND MARINE INSURANCE CO.

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and the Companies do hereby make, constitute and appoint **NICOLE ROY** of **BOSTON** , **Massachusetts** , their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **16th** day of **February, 2024**.

SEAL SEAL SEAL

State of Connecticut

By: _____
Bryce Grissom, Senior Vice President

City of Hartford ss.

On this the **16th** day of **February, 2024**, before me personally appeared **Bryce Grissom**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**

ANNA P NOWIK NOTARY PUBLIC CONNECTICUT

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **22nd** day of **May** , **2025** .

SEAL SEAL SEAL

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

SECTION 00415 - TRENCH SAFETY CERTIFICATION

Section 553.62, Florida Statutes incorporates the Occupational Safety and Health Administration's (OSHA) safety standards, 29 CFR Section 1926.650 Subpart P, as the State standard. The Department of Labor and Employment Security may adopt updated or revised versions by rule. Other State or political subdivisions may also have standards that are applicable.

If trench excavation is required on the Project in excess of five feet (5') in depth, the Bidder will identify the cost of compliance with the applicable trench safety standards in the table below. If there is no trench excavation on the Project in excess of five feet (5') in depth, write "not applicable" below. All costs to comply with trench safety standards will be incidental to the Project or various related Pay Items.

Trench Safety Measure (Description)	Units of Measure	Quantity	Unit Cost	Extended Cost
1. N/A				
2.				
3.				
4.				
5.				
6.				

(Attach Separate Sheet if Necessary)

If applicable, this certifies that all trench excavation performed within the control of the Contractor will be in accordance with all applicable standards and with the Specifications, and with all requirements of Florida Statute, Sections 553.63(1)(a), 553.63(1)(b), and 553.63(1)(c).

The Middlesex Corporation
(Name of Bidder)

By: _____
(Signature*) Thomas Grondine

Title: Senior Vice President, Preconstruction

Date: May 30, 2025

THE MIDDLESEX CORP INCORPORATED 1974 MASSACHUSETTS

* Must be same signature on Bid Form.

END OF SECTION

SECTION 00417 - DISADVANTAGED BUSINESS ENTERPRISE (DBE) ASSURANCE AND PARTICIPATION

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Select one of the following responses. Failure to complete this section may be grounds for rejection of the Bid.

[X] **Yes – Bidder Assures Prescribed DBE Goal.**

The Bidder assures that it will meet the DBE requirements stated in this Solicitation and the Hillsborough County Aviation Authority's DBE Policy and Program and will subcontract with DBE firms certified under the Florida Unified Certification Program (FLUCP) in an amount equal to at least ten percent (10%) of the total dollar amount of the awarded Contract. The DBE goal stated above is the minimum prescribed goal; however, additional DBE participation is encouraged. The Bidder is required to submit a Letter of Intent for each DBE that will participate in the awarded Contract at the time the Bid is submitted to the Owner. The actual DBE contractual commitment will be the total amount of participation shown on the validated Letter(s) of Intent submitted by the Bidder. It is understood that the amounts shown on the Letter(s) of Intent are estimates and that actual amounts paid to DBE subcontractors may vary depending on the final adjustments of the estimated quantities; however, the Bidder's DBE contractual commitment can only be modified by an amendment or change order.

OR

[ ] **No - Bidder Does NOT Assure Prescribed DBE Goal.**

The Bidder is unable to assure DBE participation of the prescribed goal of ten percent (10%) but will subcontract with DBE firms in an amount equal to at least ____% of the total dollar amount of the awarded Contract. The Bidder must submit with its Bid a completed DBE Subcontractor Good Faith Effort Worksheet documenting Bidder's good faith effort to meet the prescribed goal. In determining whether or not the Bidder made sufficient good faith efforts to meet the goal, the Owner will consider the factors listed in the DBE Policy and Program. The Bidder is required to submit a Letter of Intent for each DBE that will participate in the awarded Contract at the time the Bid is submitted to the Owner. The actual DBE contractual commitment will be the total amount of participation shown on the validated Letter(s) of Intent submitted by the Bidder. It is understood that the amounts shown on the Letter(s) of Intent are estimates and that actual amounts paid to DBE subcontractors may vary depending on the final adjustments of the estimated quantities; however, the Bidder's DBE contractual commitment can only be modified by an amendment or change order.

By: Name of Bidder: The Middlesex Corporation Date: May 30, 2025

Bidder Representative's Name:
Thomas Grondine Title: Senior V.P. Preconstruction

(Bidder Representative's Signature)

THE MIDDLESEX CORP INCORPORATED 1974 MASSACHUSETTS

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Letter of Intent Instructions Checklist

Follow this checklist when completing the Letter of Intent.

[X] A separate Letter of Intent has been completed for each proposed DBE firm.

[X] The Bidder's name, address, telephone number, FAX number and e-mail address has been entered.

[X] The proposed DBE firm's name, address, telephone number, FAX number and e-mail address has been entered.

[X] The description of the work to be performed by the DBE firm has been entered.

[X] The amount of the proposed DBE firm's subcontract has been entered.

[X] The Bidder has completed and signed the Commitment section.

[X] The DBE firm has completed and signed the Affirmation section.

[X] A copy of the DBE firm's certification letter under the Florida Unified Certification Program (FLUCP) is attached to the Letter of Intent. DBE firm should be certified in the NAICS code and/or description of work that Bidder has indicated as scope of services DBE will perform under the Contract.

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Letter of Intent

NOTE: Failure to complete this section may be grounds for rejection of the Bid.

Name of Bidder's firm: The Middlesex Corporation
Address: One Spectacle Pond Road
City: Littleton State: MA Zip Code: 01460
Phone: 321-229-5662 Fax number: 407-206-3558
E-mail: jcarr@middlesexco.com

Name of DBE firm: CDS Manufacturing, Inc.
Address: 106 Charles Hayes Sr Dr
City: Gretna State: FL Zip Code: 32332
Phone: 850-875-4651 Fax number: 850-875-4660
E-mail: RYANG@CDSManufacturing.net

Description of work to be performed by DBE firm: Pile / Beam

Amount of the DBE firm's subcontract $ 639,082.00

Commitment

The Bidder is committed to utilizing the above-named DBE firm for the work described above.

By: Name of Bidder: The Middlesex Corporation Date: May 30, 2025

Bidder Representative's Name:
Thomas Grondine Title: Senior Vice President, Preconstruction

(Bidder's Representative Signature)

Affirmation

By: Name of DBE Firm: CDS Manufacturing, Inc. Date: 5/23/25

DBE Representative's Name:
CDS Manufacturing, Inc. Title: VP, Operations

(DBE Representative's Signature)

AIRSIDE D DEVELOPMENT PROGRAM GUIDEWAY STRUCTURE
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Letter of Intent

If the Bidder does not receive award of the Contract, any and all representations in this Letter of Intent will be null and void.

NOTE: The cost of materials and/or supplies obtained and/or equipment leased by the DBE to perform the subcontract work (except supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate) may be included in the subcontract amount. In addition, the Owner will count 100% of the expenditures on materials and/or supplies obtained from a DBE manufacturer and 60% of the expenditures on materials and/or supplies obtained from a DBE regular dealer toward the DBE contract goal. With respect to materials or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer, the Owner will count only the amount of fees or commissions charged for assistance with the procurement of the material or supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site.

Florida UCP DBE Directory

Number of Vendors Returned: 1
Selection Criteria:
Vendor : CDS MANUFACTURING INC

Vendor Name: **CDS MANUFACTURING INC**
DBE: CERTIFIED **MBE:** **ACDBE Status:** N **SBE:** N **Avail Statewide:** Y

Business Description: MANUFACTURE PRESTRESSED AND PRECAST CONCRETE

Mailing Address: 106 CHARLES HAYES SR DR
GRETNA FL 32332

Contact Name: MELANIE D SEMBLER **Phone:** (850)875-4651 **Fax:** (850)875-4660
Email: MELANIES@CDSMANUFACTURING.NET **Web Site:**

Certified NAICS

327332	Concrete Pipe Manufacturing
327390	Other Concrete Product Manufacturing

Letter of Intent

NOTE: Failure to complete this section may be grounds for rejection of the Bid.

Name of Bidder's firm: The Middlesex Corporation
Address: One Spectacle Pond Road
City: Littleton State: MA Zip Code: 01460
Phone: 321-229-5662 Fax number: 407-206-3558
E-mail: jcarr@middlesexco.com

Name of DBE firm: Florida Keys Electric Inc
Address: 905 Overseas Hwy
City: Key West State: FL Zip Code: 33040
Phone: (305)296-4028 Fax number: (305)296-9283
E-mail: CVazquez@FLKeyselectric.com

Description of work to be performed by DBE firm: Stadard electrical services and low voltage solutions

Amount of the DBE firm's subcontract $ 418,383.00

Commitment

The Bidder is committed to utilizing the above-named DBE firm for the work described above.

By: Name of Bidder: The Middlesex Corporation Date: 5/30/2025

Bidder Representative's Name:
Thomas Grondine Title: Senior Vice President, Preconstruction

(Bidder's Representative Signature)

Affirmation

By: Name of DBE Firm: Florida Keys Electrical Inc Date: 5/22/2025

DBE Representative's Name:
Christopher Vazquez Title: Senior Estimator

(DBE Representative's Signature)

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Letter of Intent

If the Bidder does not receive award of the Contract, any and all representations in this Letter of Intent will be null and void.

NOTE: The cost of materials and/or supplies obtained and/or equipment leased by the DBE to perform the subcontract work (except supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate) may be included in the subcontract amount. In addition, the Owner will count 100% of the expenditures on materials and/or supplies obtained from a DBE manufacturer and 60% of the expenditures on materials and/or supplies obtained from a DBE regular dealer toward the DBE contract goal. With respect to materials or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer, the Owner will count only the amount of fees or commissions charged for assistance with the procurement of the material or supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site.

FDOT BROWARD COUNTY FLORIDA

LEE COUNTY PORT AUTHORITY

GREATER ORLANDO AVIATION AUTHORITY

JACKSONVILLE TRANSPORTATION AUTHORITY

Florida Unified Certification Program

Disadvantaged Business Enterprise (DBE)

Certificate of Eligibility

FLORIDA KEYS ELECTRIC INC

MEETS THE REQUIREMENTS OF 49 CFR, PART 26

APPROVED NAICS CODES:

238210

Samuel Febres

Samuel (Sammy) Febres

DBE & Small Business Development Manager

Florida Department of Transportation

MIAMI-DADE COUNTY

Tampa International Airport

TALLAHASSEE

Volusia

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Letter of Intent

NOTE: Failure to complete this section may be grounds for rejection of the Bid.

Name of Bidder's firm: The Middlesex Corporation
Address: One Spectacle Pond Road
City: Littleton State: MA Zip Code: 01460
Phone: 321-229-5662 Fax number: 407-206-3558
E-mail: jcarr@middlesexco.com

Name of DBE firm: Gulf Coast Rebar INC.
Address: 3609-A East 10th AVE
City: TAMPA State: FL Zip Code: 33605
Phone: 813-247-1200 Fax number: 813-247-9400
E-mail: mike@gulfcoastrebar.com

Description of work to be performed by DBE firm: to install concrete reinforcement, SIP

Amount of the DBE firm's subcontract $ 151,224.00

Commitment

The Bidder is committed to utilizing the above-named DBE firm for the work described above.

By: Name of Bidder: The Middlesex Corporation Date: 5/30/2025

Bidder Representative's Name:
Thomas Grondine Title: Senior Vice President, Preconstruction

(Bidder's Representative Signature)

Affirmation

By: Name of DBE Firm: Gulf Coast Rebar INC Date: 5/23/2025

DBE Representative's Name:
Mike Adams Title: Operations Manager

(DBE Representative's Signature)

AIRSIDE D DEVELOPMENT PROGRAM GUIDEWAY STRUCTURE
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Letter of Intent

If the Bidder does not receive award of the Contract, any and all representations in this Letter of Intent will be null and void.

NOTE: The cost of materials and/or supplies obtained and/or equipment leased by the DBE to perform the subcontract work (except supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate) may be included in the subcontract amount. In addition, the Owner will count 100% of the expenditures on materials and/or supplies obtained from a DBE manufacturer and 60% of the expenditures on materials and/or supplies obtained from a DBE regular dealer toward the DBE contract goal. With respect to materials or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer, the Owner will count only the amount of fees or commissions charged for assistance with the procurement of the material or supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site.

Florida UCP DBE Directory

Number of Vendors Returned: 1
Selection Criteria:
Vendor : GULF COAST REBAR INC

Vendor Name: **GULF COAST REBAR INC**
DBE: CERTIFIED **MBE:** CERTIFIED **ACDBE Status:** N **SBE:** N **Avail Statewide:** Y

Business Description: STRUCTURAL REINFORCED STEEL/REBAR AND PRECAST CONCRETE CONTRACTORS

Mailing Address: 4560 SHILOH MILL BLVD
JACKSONVILLE FL 32246

Contact Name: CHAD E JONES **Phone:** (904)982-0521 **Fax:**
Email: JESSICA@GULFCOASTREBAR.COM **Web Site:**

Certified NAICS

238120	Structural Steel and Precast Concrete Contractors
238990	All Other Specialty Trade Contractors

AIRSIDE D DEVELOPMENT PROGRAM GUIDEWAY STRUCTURE
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Letter of Intent

NOTE: Failure to complete this section may be grounds for rejection of the Bid.

Name of Bidder's firm: The Middlesex Corporation
Address: One Spectacle Pond Road
City: Littleton State: MA Zip Code: 01460
Phone: 321-229-5662 Fax number: 407-206-3558
E-mail: jcarr@middlesexco.com

Name of DBE firm: J. Mori Painting, Inc.
Address: 2561 W 80 Street
City: Hialeah State: FL Zip Code: 33016
Phone: 305-825-7144 Fax number: 305-825-7145
E-mail: jlmori@jmoripainting.com

Description of work to be performed by DBE firm: Painting

Amount of the DBE firm's subcontract $ 259,354.00

Commitment

The Bidder is committed to utilizing the above-named DBE firm for the work described above.

By: Name of Bidder: The Middlesex Corporation Date: 5/30/2025

Bidder Representative's Name:
Thomas Grondine Title: Senior Vice President, Preconstruction

(Bidder's Representative Signature)

Affirmation

By: Name of DBE Firm: J. Mori Painting, Inc. Date: 5/29/25

DBE Representative's Name:
Joe L. Mori Title: President

Joe L. Mori Digitally signed by Joe L. Mori Date: 2025.05.29 15:44:26 -04'00'

(DBE Representative's Signature)

AIRSIDE D DEVELOPMENT PROGRAM GUIDEWAY STRUCTURE
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Letter of Intent

If the Bidder does not receive award of the Contract, any and all representations in this Letter of Intent will be null and void.

NOTE: The cost of materials and/or supplies obtained and/or equipment leased by the DBE to perform the subcontract work (except supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate) may be included in the subcontract amount. In addition, the Owner will count 100% of the expenditures on materials and/or supplies obtained from a DBE manufacturer and 60% of the expenditures on materials and/or supplies obtained from a DBE regular dealer toward the DBE contract goal. With respect to materials or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer, the Owner will count only the amount of fees or commissions charged for assistance with the procurement of the material or supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site.

Florida UCP DBE Directory

Number of Vendors Returned: 1
Selection Criteria:
Vendor : J MORI PAINTING INC

Vendor Name: **J MORI PAINTING INC**
DBE: CERTIFIED **MBE:** CERTIFIED **ACDBE Status:** N **SBE:** Y **Avail Statewide:** Y

Business Description: PAINTING AND WATERPROOFING

Mailing Address: 2561 WEST 80TH STREET
HIALEAH FL 33016

Contact Name: JOE L MORI **Phone:** (305)825-7144 **Fax:** (305)825-7145
Email: JLMORI@JMORIPAINTING.COM **Web Site:**

Certified NAICS

237310	Highway, Street, and Bridge Construction
238320	Painting and Wall Covering Contractors

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Letter of Intent

NOTE: Failure to complete this section may be grounds for rejection of the Bid.

Name of Bidder's firm: The Middlesex Corporation
Address: One Spectacle Pond Road
City: Littleton State: MA Zip Code: 01460
Phone: 321-229-5662 Fax number: 407-206-3558
E-mail: jcarr@middlesexco.com

Name of DBE firm: Pacifica Engineering Services, LLC
Address: 601 N Congress Ave Suite 303
City: Delray Beach State: Florida Zip Code: 33445
Phone: 561-419-8460 Fax number: N/A
E-mail: wesley.foster@pacificaes.com

Description of work to be performed by DBE firm: QC

Amount of the DBE firm's subcontract $ 471,815.00

Commitment

The Bidder is committed to utilizing the above-named DBE firm for the work described above.

By: Name of Bidder: The Middlesex Corporation Date: 5/30/2025

Bidder Representative's Name:
Thomas Grondine Title: Senior Vice President, Preconstruction

(Bidder's Representative Signature)

Affirmation

By: Name of DBE Firm: Pacifica Engineering Services, LLC Date: 05/28/2025

DBE Representative's Name:
Wesley Foster Title: President

Wesley Foster, P.E. Digitally signed by Wesley Foster, P.E. Date: 2025.05.28 14:59:11 -04'00'

(DBE Representative's Signature)

AIRSIDE D DEVELOPMENT PROGRAM GUIDEWAY STRUCTURE
AUTHORITY PROJECT NO. 8500 23
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Letter of Intent

If the Bidder does not receive award of the Contract, any and all representations in this Letter of Intent will be null and void.

NOTE: The cost of materials and/or supplies obtained and/or equipment leased by the DBE to perform the subcontract work (except supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate) may be included in the subcontract amount. In addition, the Owner will count 100% of the expenditures on materials and/or supplies obtained from a DBE manufacturer and 60% of the expenditures on materials and/or supplies obtained from a DBE regular dealer toward the DBE contract goal. With respect to materials or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer, the Owner will count only the amount of fees or commissions charged for assistance with the procurement of the material or supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site.

Florida UCP DBE Directory

Number of Vendors Returned: 1
Selection Criteria:
Vendor : PACIFICA ENGINEERING SERVICES LLC

Vendor Name: **PACIFICA ENGINEERING SERVICES LLC**
DBE: CERTIFIED **MBE:** CERTIFIED **ACDBE Status:** N **SBE:** Y **Avail Statewide:** N

Business Description: SOIL EXPLORATION, GEOTECHNICAL CLASSIFICATION LAB TESTING, HIGHWAY MATERIAL TESTING, STANDARD FOUNDATION STUDEIS, GEOTECHNICAL SPECIALITY LAB TESTING, ROASWAY CONSTRUCTION ENGINEER

Mailing Address: 601 N CONGRESS AVE STE 303
DELRAY BEACH FL 33445

Contact Name: WESLEY FOSTER **Phone:** (561)419-8460 **Fax:**
Email: WESLEY.FOSTER@PACIFICAES.COM **Web Site:** HTTP:/PACIFICAES.COM

Certified NAICS
541330 Engineering Services

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Letter of Intent

NOTE: Failure to complete this section may be grounds for rejection of the Bid.

Name of Bidder's firm: The Middlesex Corporation
Address: One Spectacle Pond Road
City: Littleton State: MA Zip Code: 01460
Phone: 321-229-5662 Fax number: 407-206-3558
E-mail: jcarr@middlesexco.com

Name of DBE firm: RFE Construction & Fence
Address: 4622 Castlewood Dr E
City: jacksonville **State:** florida **Zip Code:** 32206
Phone: 904613-1752 **Fax number:**
E-mail: ronetheridge@hotmail.com

Description of work to be performed by DBE firm: Pedestrian Steel Railing

Amount of the DBE firm's subcontract $ 219,569.00

Commitment

The Bidder is committed to utilizing the above-named DBE firm for the work described above.

By: Name of Bidder: The Middlesex Corporation Date: 5/30/25

Bidder Representative's Name:
Thomas Grondine Title: Senior Vice President, Preconstruction

(Bidder's Representative Signature)

Affirmation

By: **Name of DBE Firm:** RFE Construction & Fence **Date:** 5/28/25

DBE Representative's Name:
ronald etheridge **Title:** owner

ronald etheridge
(DBE Representative's Signature)

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Letter of Intent

If the Bidder does not receive award of the Contract, any and all representations in this Letter of Intent will be null and void.

NOTE: The cost of materials and/or supplies obtained and/or equipment leased by the DBE to perform the subcontract work (except supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate) may be included in the subcontract amount. In addition, the Owner will count 100% of the expenditures on materials and/or supplies obtained from a DBE manufacturer and 60% of the expenditures on materials and/or supplies obtained from a DBE regular dealer toward the DBE contract goal. With respect to materials or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer, the Owner will count only the amount of fees or commissions charged for assistance with the procurement of the material or supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site.

Florida UCP DBE Directory

Number of Vendors Returned: 1
Selection Criteria:
Vendor : RFE CONSTRUCTION AND FENCE SERVICES INC

Vendor Name: **RFE CONSTRUCTION AND FENCE SERVICES INC**
DBE: CERTIFIED **MBE:** CERTIFIED **ACDBE Status:** N **SBE:** N **Avail Statewide:** Y

Business Description: FENCE AND GATE INSTALLATION HANDRAIL AND GUARD RAIL SERVICES

Mailing Address: 4622 CASTLEWOOD DRIVE EAST
JACKSONVILLE FL 32206

Contact Name: RON ETHERIDGE **Phone:** (904)613-1752 **Fax:** (904)354-7922
Email: RONETHERIDGE@HOTMAIL.COM **Web Site:**

Certified NAICS

237310	Highway, Street, and Bridge Construction
238320	Painting and Wall Covering Contractors
238990	All Other Specialty Trade Contractors

AIRSIDE D DEVELOPMENT PROGRAM GUIDEWAY STRUCTURE
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Letter of Intent

NOTE: Failure to complete this section may be grounds for rejection of the Bid.

Name of Bidder's firm: The Middlesex Corporation
Address: One Spectacle Pond Road
City: Littleton State: MA Zip Code: 01460
Phone: 321-229-5662 Fax number: 407-206-3558
E-mail: jcarr@middlesexco.com

Name of DBE firm: CPG Enterprises of Orlando, Inc.
Address: 1105 Tucker Ave., Suite A,
City: Orlando State: FL Zip Code: 32807
Phone: 407-382-4500 Fax number:
E-mail: Dispatch@cpgorlando.com

Description of work to be performed by DBE firm: Transportation / Hauling

Amount of the DBE firm's subcontract $ 107,676.00

Commitment

The Bidder is committed to utilizing the above-named DBE firm for the work described above.

By: Name of Bidder: The Middlesex Corporation Date: 5/30/2025

Bidder Representative's Name:
Thomas Grondine Title: Senior Vice President, Preconstruction

(Bidder's Representative Signature)

Affirmation

By: Name of DBE Firm: CPG Enterprises of Orlando, Inc. Date: 5/28/25

DBE Representative's Name:
Nicole Paez Title: Vice President

(DBE Representative's Signature)

AIRSIDE D DEVELOPMENT PROGRAM GUIDEWAY STRUCTURE
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Letter of Intent

If the Bidder does not receive award of the Contract, any and all representations in this Letter of Intent will be null and void.

NOTE: The cost of materials and/or supplies obtained and/or equipment leased by the DBE to perform the subcontract work (except supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate) may be included in the subcontract amount. In addition, the Owner will count 100% of the expenditures on materials and/or supplies obtained from a DBE manufacturer and 60% of the expenditures on materials and/or supplies obtained from a DBE regular dealer toward the DBE contract goal. With respect to materials or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer, the Owner will count only the amount of fees or commissions charged for assistance with the procurement of the material or supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site.

Florida UCP DBE Directory

Number of Vendors Returned: 1
Selection Criteria:
Vendor : CPG ENTERPRISES OF ORLANDO INC

Vendor Name: CPG ENTERPRISES OF ORLANDO INC
DBE: CERTIFIED **MBE:** **ACDBE Status:** N **SBE:** N **Avail Statewide:** Y

Business Description: TRANSPORT-CONSTRUCTION EQUIPMENT AND PRECAST, FORMS, BARRICADES, MACHINERY ON FLATBED TRUCKS.

Mailing Address: PO BOX 678358
ORLANDO FL 32867

Contact Name: CARLOS PAEZ **Phone:** (407)382-4500 **Fax:** (866)982-6040
Email: ACCOUNTING@CPGORLANDO.COM **Web Site:**

Certified NAICS
484220 Specialized Freight (except Used Goods) Trucking, Local

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DBE Subcontractor Good Faith Effort Worksheet N/A

In determining if the Bidder made sufficient good faith efforts to meet the prescribed DBE Contract Goal, the Owner will consider the factors listed in the DBE Policy and Program. If the Bidder is unable to meet the prescribed DBE contract goal, this Worksheet must be completed and submitted with the Bid. Failure to complete this Worksheet may be grounds for rejection of the Bid. Bidders must attach to this form sufficient documentation to enable the Owner to verify the information provided. Failure to complete this Worksheet form or provide sufficient supporting documentation may be grounds for rejection of the Bid. The Owner reserves the right to conduct further investigation concerning the Good Faith Efforts indicated and reserves the right to find that the Bidder did not make a Good Faith Effort even if this form is filled out. The Bidder may, although it is not required, document any other good faith efforts on separate sheets.

NOTE: Thorough written backup documentation in addition to this worksheet is required to substantiate the good faith effort.

Name of DBE Firm	Date of contact with DBE Firm	How DBE Firm contacted	Follow-Up (Telephone calls, e-mails, other contact)	Response to Follow-Up	Did DBE Firm submit a quote?		Explain
					Yes	No	
					☐	☐	
					☐	☐	
					☐	☐	
					☐	☐	
					☐	☐	
					☐	☐	
					☐	☐	
					☐	☐	
					☐	☐	
					☐	☐	
					☐	☐	

AIRSIDE D DEVELOPMENT PROGRAM GUIDEWAY STRUCTURE
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The following is a list of types of actions which the Owner will consider as part of the Bidder's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases. The Owner reserves the right to conduct further investigation concerning the Good Faith Efforts indicated and reserves the right to find that the Bidder did not make a Good Faith Effort even if this form is filled out. The Bidder may, although it is not required, document any other good faith efforts on separate sheets.

Good Faith Efforts: (Check Yes or No for each statement below)	**Yes**	**No**	**Explain**
1. Advertised in newspapers of general circulation, websites, trade associations, and minority-focus media concerning subcontracting opportunities prior to the Bid Due Date.	☑	☐	
2. Selected portions of the work to be performed by DBEs in order to increase the likelihood of meeting the prescribed DBE goal including, where appropriate, breaking down contracts into economically feasible units to facilitate DBE participation.	☐	☐	N/A
3. Provided interested DBEs with adequate information about the plans, specifications or requirements of the Contract.	☐	☐	
4. Negotiated in good faith with interested DBEs, not rejecting DBEs as unqualified without sound reasons after a thorough investigation of their capabilities.	☐	☐	
5. Made efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance required by the Owner or the Bidder.	☐	☐	
6. Effectively used the services of available minority community organizations; minority trade or business groups; local, state and federal minority business assistance offices; and other organizations that provide assistance in the recruitment and placement of DBEs.	☐	☐	Goal Met
7. Submitted a scope of work to DBE subcontractors, DBE sub-subcontractors, DBE suppliers, DBE sub-suppliers and so on, either directly or indirectly, with the intention of achieving, in whole or in part, the specified DBE goal.	☐	☐	
8. Fairly represented the DBE quotations in the formulation of its Bid.	☐	☐	
9. Conducted Outreach Meeting(s)	☐	☐	

END OF SECTION

SECTION 00418 - CERTIFICATE OF NON-SEGREGATED FACILITIES

CERTIFICATION TO BE SUBMITTED BY CONSTRUCTION CONTRACTORS OF APPLICANTS AND THEIR SUBCONTRACTORS (APPLICABLE TO CONSTRUCTION CONTRACTS AND RELATED SUBCONTRACTS EXCEEDING TEN THOUSAND DOLLARS (US $10,000.00) WHICH ARE NOT EXEMPT FROM THE EQUAL OPPORTUNITY CLAUSE)

The construction Contractor certifies that it does not maintain or provide, for its employees, any segregated facilities at any of its establishments and that construction Contractor does not permit its employees to perform their services at any location, under construction Contractor's control, where segregated facilities are maintained. The construction Contractor certifies that it will not maintain or provide, for its employees, segregated facilities at any of its establishments and that construction Contractor will not permit its employees to perform their services at any location, under construction Contractor's control, where segregated facilities are maintained. The construction Contractor agrees that a breach of this certification is a violation of the equal opportunity clause in this Contract. As used in this certification, the term "segregated facilities" means any waiting room, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, and transportation and housing facilities provided for employees which are segregated by explicit directives or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The construction Contractor agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding ten thousand dollars (US $10,000.00) which are not exempt from the provisions of the equal opportunity clause and that construction Contractor will retain such certifications in its files.

The Middlesex Corporation
(Name of Bidder)

THE MIDDLESEX CORP INCORPORATED 1974 MASSACHUSETTS

By: _____
(Signature*) Thomas Grondine

Title: Senior Vice President, Preconstruction

Date: May 30, 2025

* Must be same signature on Bid Form.

END OF SECTION

FAA
Airports

AIP Federal Contract Provisions

Buy American Preference

Applicability: The sponsor must meet the Buy American preference requirements found in 49 USC § 50101, Executive Order 14005, and Build America, Buy America (BABA) in all AIP-funded projects. The Buy America requirements flow down from the sponsor to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance. The Buy American preference also applies to professional service agreements if the agreement includes any manufactured product as a deliverable.

Requirements: The Buy-American preference requirements established within 49 USC § 50101 require that all steel and manufactured goods used on AIP projects must be produced in the United States. It also gives the FAA the ability to issue a waiver to the sponsor to use non-domestic materials on the AIP funded project subject to meeting certain conditions. The FAA requires that these waivers be requested in advance of use of the materials on the AIP funded project. The sponsor may request that the FAA issue a waiver from the Buy American preference requirements if the FAA finds that:

1) applying the provision is not in the public interest;

2) the steel or manufactured goods are not available in sufficient quantity or quality in the United States;

3) the cost of components and subcomponents produced in the United States is more than 60 percent of the total components of a facility or equipment, and final assembly has taken place in the United States. Items that have an FAA standard specification item number (such as specific airport lighting equipment) is considered the equipment in this case.

4) applying this provision would increase the cost of the overall project by more than twenty-five percent (25%).

Executive Order 14005 advances the Administration's priority to use terms and conditions of Federal financial assistance awards to maximize the use of goods, products, and materials produced in, and services offered in, the United States. The Order directs, to the extent appropriate and consistent with applicable law, agencies shall partner with the Hollings Manufacturing Extension Partnership (MEP) to conduct supplier scouting in order to identify American companies that are able to produce goods, products, and materials in the United States that meet Federal procurement needs, prior to consideration of using non-domestic products.

The Bipartisan Infrastructure Law, Build America, Buy America (BABA) Act strengthens Made in America Laws and bolsters America's industrial base, protects national security, and supports high-paying jobs. Under BABA, iron, steel and certain construction materials are required to be 100% produced in the United States.

Under the Bipartisan Infrastructure Law (Pub. L. No. 117-58) BABA three waivers are available for iron and steel, manufactured products, and construction materials when a Federal agency finds that –

1) Applying the domestic content procurement preference would be inconsistent with the public interest (a "public interest waiver");
2) Types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality (a "nonavailability waiver"); or
3) The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent (an "unreasonable cost waiver").

BABA defines construction materials, items that are or consists primarily of non-ferrous metals, plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables), glass (including optic glass), lumber or drywall.

Items that consist of two or more of the aforementioned materials that have been combined together through a manufacturing process, and items that include at least one of the listed materials combined with a material that is not listed through a manufacturing process, should be treated as manufactured products, rather than as construction materials. For example, a plastic framed sliding window should be treated as a manufactured product while plate glass should be treated as a construction material.

The Buy America Preference requirements flow down from the Sponsor to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are also in compliance.

Note: The Buy American Preference does not apply to temporary equipment a contractor uses as a tool of its trade and which does not remain as part of the project.

Mandatory Contract Clause/Language

The contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A Bidder or Offeror must submit the appropriate Buy America certification (below) with all bids or offers on AIP funded projects. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

State of Florida
County of Orange

Certificate of Compliance with FAA Buy American Preference – Equipment/Building Projects

As a matter of bid responsiveness, the Bidder or Offeror must complete, sign, date, and submit this certification statement with their proposal. The Bidder or Offeror must indicate how they intend to comply with 49 USC § 50101, and other Made in America Laws, U.S. statutes, guidance, and FAA policies by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

☒ Bidder or Offeror hereby certifies that it will comply with 49 USC § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:

a) Only installing steel and manufactured products produced in the United States;
b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.
c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the Bidder or Offeror agrees:

a) To provide to the Airport Sponsor or FAA evidence that documents the source and origin of the steel and manufactured product.
b) To faithfully comply with providing U.S. domestic product.
c) To furnish U.S. domestic product for any waiver request that the FAA rejects.
d) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

☐ The Bidder or Offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for a Type 3 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent Bidder or Offeror with the apparent low bid agrees:

a) To submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive Bidder, a formal waiver request and required documentation that supports the type of waiver being requested.

b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
d) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 2 Waiver (Nonavailability) - The iron, steel, manufactured goods or construction materials are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is:

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire
b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;
c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

Type 3 Waiver – The cost of the item components and subcomponents produced in the United States is more that 60 percent of the cost of all components and subcomponents of the "item". The required documentation for a Type 3 waiver is:

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;
b) Listing of all product components and subcomponents that are not comprised of 100 percent U.S. domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108 (products of unknown origin must be considered as non-domestic products in their entirety).
c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
d) Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver (Unreasonable Costs) - Applying this provision for iron, steel, manufactured goods or construction materials, would increase the cost of the overall project by more than 25 percent. The required documentation for this waiver is:

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire from
b) At minimum two comparable equal Bidders and/or Offerors;
c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;
d) Completed waiver applications for each comparable bid and/or offer.

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

May 30, 2025
Date

Signature Thomas Grondine

The Middlesex Corporation
Company Name

Senior Vice President, Preconstruction
Title

Notary for (Company Name) The Middlesex Corporation
STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ⊠ physical presence or □ online notarization, his 30th day of May, 2025, by Thomas Grondine as
(Name of person)
Sr. V.P. Preconstruction, for The Middlesex Corporation.
(type of authority) (name of party on behalf of whom certification was executed)

EVELYN S. SERGEANT
Notary Public
State of Florida
Comm# HH425179
Expires 7/24/2027

Signature of Notary

Evelyn S Sergeant
Print, Type, or Stamp Commissioned Name of Notary

Personally Known OR Produced Identification
Type of Identification Produced N/A

SECTION 00420 - BIDDER'S GENERAL BUSINESS INFORMATION

(Bidders will fully respond to all items)

Each Bidder will furnish with their Bid the following completed and signed statement pertaining to the Bidder's general business information. In addition, the Owner reserves the right to conduct additional investigations into the Bidder's financial viability, work experience and available assets as the Owner may deem necessary to facilitate administration of the Contract in accordance with the Contract Documents. Each Bidder will fully cooperate with all such investigations.

FIRM: The Middlesex Corporation

ADDRESS: One Spectacle Pond Road
Littleton, MA 01460

PHONE: 978-742-4409

Contact in your firm for inquiries: Thomas Grondine, Sr. V.P. Preconstruction

Years in business under present name: 39 Years

Date of Incorporation: 01/23/1974

Place of Incorporation: Massachusetts

Contracting specialties: Heavy Civil Highway, Airport, and Rail

Years performing work specialties: 53 Years

Geographic areas of business operation: Florida, Massachusetts, Maine, Connecticut, New Hampshire

List all Projects presently under contract:

See backlog attached, Attachment 1A

(Attach additional sheet(s) if necessary)

Work performed in last two years:

See Attachment 1B

(Attach additional sheet(s) if necessary)

Contract value of work presently under construction: $ 1,096,395,574

Average annual contract value of construction work last three years: $ 796,168,728.00

Total bonding capacity: $ 2,500,000,000

Value of work presently bonded: $ 1,300,000,000

Bonding Company: Travelers Casualty and Surety Company of America
Address: One Tower Square, Hartford, CT 06183

Insurance Agent: Alliant Insurance Services, Inc.
Address: 125 High Street, Suite 2205, Boston, MA 02110
Phone: 617-535-7259

What types of work are generally performed by your own forces?

Earthwork, underground utilities, asphalt paving, milling, bridge, concrete, demolition, erosion control Maintenance of Traffic, survey, grading, and all work qualified by the Florida Department of Transportation

(Attach additional sheet(s) if necessary)

What work will be performed by your own forces on this Project?

Cast-in-Place Concrete
Bearing Pads
Earthwork
Maint. of Traffic
Hatch Doors
Expansion Joints
Field Welding

(Attach additional sheet(s) if necessary)

Total employees employed by firm: 868

Engineers & Design Professionals	0	Estimators	15
CPM Schedulers	4	Tradesmen	204
Project Managers	16	Purchasing Agents	5
Superintendents	16	Other(Describe)	489

Mechanics, Safety, Project Executives, I.T. Project Engineers, Field Engineers, etc.

In-House Engineering or fabrication capability: N/A

Fabricating floor area (square feet): N/A

Value of capital equipment owned by firm: $ 68,500,000

Bank references and addresses:

Thomas F. Brennan
Senior Vice President
Bank of America, N.A.
100 Federal Street
Boston, MA 02110

Does the firm have experience with projects of a similar nature and scope within the past ten years? If yes, describe:

Project and Location	Design Professional	Contract with (Firm, Address, Person, Phone)	Amount	Date Completed
SEE ATTACHMENT 1C				

(Attach additional sheet(s) if necessary)

Has the firm failed to complete a contract within the past ten years? If yes, describe:

No

(Attach additional sheet(s) if necessary)

Has the firm been debarred, suspended or prohibited from contracting or bidding with a Federal, State or local Government entity during the past ten years? If yes, describe:

No

(Attach additional sheet(s) if necessary)

Has the firm been involved in a bankruptcy or reorganization within the past ten years? If yes, describe:

No

(Attach additional sheet(s) if necessary)

Does the firm have any pending claims or suits by others against firm? If yes, describe:

Yes, Middlesex is occasionally involved with minor litigation with subcontractors and/or property casualty claims on it's projects.

(Attach additional sheet(s) if necessary)

Does the firm have any pending claims or suits against others? If yes, describe:

Yes, Middlesex is occasionally involved with minor litigation with subcontractors and/or property casualty claims on it's projects.

(Attach additional sheet(s) if necessary)

Has the firm filed written claims or suits against others within the past two years? If yes, describe:

1. The Middlesex Corporation (Middlesex) v. Massachusetts Bay Transportation Authority (MBTA) and Railroad -SPS New England, A Joint Venture (JV). Action sought to enjoin MassDOT from illegally entering contract with the JV in violation of public bidding laws where Middlesex was the lowest responsible bidder. Complaint filed May 2024; dismissed April 22, 2024.
2. The Middlesex Corporation v. Massachusetts Department of Transportation (MassDOT) Action against MassDOT for violation of public bidding laws for not properly determining that the apparent low bidder was ineligible based upon RFP requirements. Complaint filed February 2025; dismissal pending.
3. The Middlesex Corporation (Middlesex) v. Massachusetts Department of Transportation (MassDOT) Action against MassDOT to enforce public records filed February 2025; MassDOT ordered to produce documents and pay Middlesex's attorney fees.

(Attach additional sheet(s) if necessary)

Has the firm been assessed liquidated damages within the past five years? If yes, describe:

No

(Attach additional sheet(s) if necessary)

Has the firm been refused a bond within the past five years? If yes, describe:

No

(Attach additional sheet(s) if necessary)

Is the firm in compliance with all EEO requirements? Yes

List three most significant projects presently under construction:

Project and Location	Design Professional	Contract with (Firm, Address, Person, Phone)	Amount	Date Completed
Terminal Rdwy Mods RSW -LCPA	AtkinsRealis	LCPA 11000 Terminal Access Rd, Ft Myers Melissa Wendel 239-590-4557	$62,068,414.00	12/1/2027
BP-498 Taxiways G&H MCO	AECOM Technical Services, Inc.	GOAA-11312 Terminal C Service Rd Orl Scott Shedek, P.E. 407-825-2465	$21,767,646.00	9/17/2025
SR 429 Widening Orlando	KCA Corp.	CFX-4974 ORL Tower Blvd, Orlando Christopher Nolan 863-651-9105	$91,705,657.00	6/30/2025

(Attach additional sheet(s) if necessary)

List of equipment available for the Work:

See Attached

Key Personnel available for the Work:

Name	Title	Experience in this type of Work (years)	Area of Responsibility
Patric Tuuk	Project Manager	15	Overall project responsibility
Richard Harris	General Superintendent	27	Supervise and direct all const. personnel to meet all safety and quality goals
Wesley Eveld	Assistant PM	8	Oversee & direct all engineering task

Name of individual with direct managerial responsibility for this entire Project:

Kevin Bennett or Cary Strzepek

List the name, title, experience, and area of responsibility of each Project Manager and Field Supervisor, which Bidder will use on this Project:

Name	Title	Experience in this type of work (years)	Area of Responsibility
Patric Tuuk	Project Manager	15	Overall project responsibility
Richard Harris	General Superintendent	27	Supervise and direct all const. personnel to meet safety and quality goals
Wesley Eveld	Assistant PM	8	Oversee & direct all engineering task

(Attach additional sheet(s) if necessary)

ENCLOSE A COPY OF LATEST FINANCIAL STATEMENT. SEE FDOT PREQUALIFICATION

This form will be signed by an Officer of the firm or an individual so authorized by an Officer of the firm.

Type of firm:

Corporation: The Middlesex Corporation
Partnership: _____
Individual: _____
Company: _____

Name: Thomas Grondine

Signature



Title: Senior Vice President, Preconstruction

Date: May 30, 2025

END OF SECTION

SECTION 00421 - SCRUTINIZED COMPANY CERTIFICATION

This certification is required pursuant to Florida Statute Section 287.135.

As of July 1, 2018, a company that, at the time of bidding or submitting a bid/response for a new contract/agreement or when entering into or renewing a contract/agreement for goods or services, is on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statute Section 215.4725, or is engaged in a boycott of Israel, is ineligible for, and may not bid on, submit a proposal/response for, or enter into or renew a contract/agreement with an agency or local governmental entity for goods or services of any amount.

Additionally, as of July 1, 2018, a company that, at the time of bidding or submitting a bid/response for a new contract/agreement or when entering into or renewing a contract/agreement for goods or services, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Florida Statute Section 215.473, or has been engaged in business operations in Cuba or Syria, is ineligible for, and may not bid on, submit a proposal/response for, or enter into or renew a contract/agreement with an agency or local governmental entity for goods or services of $1 million or more.

Each Bidder and any subcontractor(s) it proposes for contracts/agreements of $1 million or more, or for any amount if on the Scrutinized Companies that Boycott Israel List or if engaged in a boycott of Israel, must submit a fully executed copy of this form. If the Bidder is found to have submitted a false certification, been placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, or for any contract for goods or services of $1 million or more, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is found to have been engaged in business operations in Cuba or Syria, the Owner may terminate any resulting contract.

Company: The Middlesex Corporation FID or EIN No.: 04-2534615

Address: One Spectacle Pond Road City/State/Zip: Littleton, MA 01460

I, Thomas Grondine, as a representative of The Middlesex Corporation

certify and affirm that this company, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Cuba or Syria if the resulting contract/agreement is for goods or services of $1 million or more, and certify and affirm that this company, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, is not on the Scrutinized Companies that Boycott Israel List and is not engaged in a boycott of Israel if the resulting contract/agreement is for goods or services of any amount.

I understand and agree that the Owner may immediately terminate any contract resulting from this solicitation upon written notice if the undersigned entity (or any of those related entities as set out above) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of $1 million or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

Signature

Senior Vice President, Preconstruction
Title

Thomas Grondine
Printed Name

May 30, 2025
Date

THE MIDDLESEX CORP INCORPORATED 1974 MASSACHUSETTS

★ END OF SECTION

SECTION 00422 - E-VERIFY CERTIFICATION

This certification is required in accordance with the State of Florida, Office of the Governor, Executive Order Number 11-116 (Verification of Employment Status) and Fla. Stat. Section 448.095.

The State of Florida, Office of the Governor, Executive Order Number 11-116 (Verification of Employment Status), and any projects with Florida Department of Transportation (FDOT) funding as part of a Joint Participation Agreement between FDOT and the Authority, require, as a condition of all contracts for the provision of goods or services, an express requirement that contractors 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 the contract, and an express requirement that contractors include in subcontracts the requirement that subcontractors performing work or providing services pursuant to the contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

Company: The Middlesex Corporation FID or EIN No.: 04-2534615

Address: One Spectacle Pond Road City/State/Zip: Littleton, MA 01460

I, Thomas Grondine, as a representative of The Middlesex Corporation,

certify and affirm that this company will comply with the E-Verification requirements of Executive Order Number 11-116 and Fla. Stat. Section 448.095.

Signature — Senior Vice President, Preconstruction (Title)

Thomas Grondine (Printed Name) — May 30, 2025 (Date)

THE MIDDLESEX CORP INCORPORATED 1974 MASSACHUSETTS

[Affix Corporate Resolution if not signed by the President or Vice President of the Company]

END OF SECTION

An official website of the United States government Here's how you know

My Company Profile

Company Information

Company Name
The Middlesex Corporation, Inc.

Doing Business As (DBA) Name

Company ID
392284

Enrollment Date
Feb 14, 2011

Employer Identification Number (EIN)
042534615

Unique Entity Identifier (UEI)

DUNS Number
062185517

Total Number of Employees
500 to 999

NAICS Code
237

Sector
Construction

Subsector
Heavy and Civil Engineering Construction

MIDDLESEX CORPORATION

At a meeting of the Board of Directors of THE MIDDLESEX CORPORATION held on May 16, 2025, at which all the Directors were present or waived notice, it VOTED, that Robert W. Pereira, Chairman and Chief Executive Officer; Robert W. Pereira II, President and Chief Operating Officer; Neil T. Mulrooney, Senior Vice President Construction; Thomas M. Grondine, Senior Vice President Preconstruction; Peter J. Martinkus, Senior Vice President Finance, CFO & Secretary; Joshua S. Wernig, Senior Vice President, Chief Legal Officer, and General Manager; James M. Wills, Senior Vice President Business Development; Edward Taylor Cox Sr., Vice President Business Development; James E. Reardon, Vice President Alternative Delivery; Joseph B. Phinney, Vice President Construction Operations; Seth K. Whiteman, Vice President Operations Northeast Region; Michael J. Iapaluccio, Vice President Paving and Mark A. Landry, Vice President Plants; be and they hereby are authorized to execute bids, contracts, bonds, and owners' payment requisitions in the name and on behalf of said Corporation, and affix its Corporate Seal thereto; and such execution of any contract or obligation in the Corporation's name on its behalf by such Chief Executive Officer, President, Vice President, and Secretary under seal of the Corporation, shall be valid and binding upon this Corporation.

A true copy

ATTEST: _____
Peter J. Martinkus
Secretary

Place of Business: One Spectacle Pond Road
Littleton, MA 01460
Date: 5/30/2025

THE MIDDLESEX CORP INCORPORATED ★ 1974 ★ MASSACHUSETTS

I hereby certify that I am the Secretary of THE MIDDLESEX CORPORATION, that Robert W. Pereira is the duly elected Chairman and Chief Executive Officer, Robert W. Pereira II is the duly elected President and Chief Operating Officer, Neil T. Mulrooney is the duly elected Senior Vice President Construction, Thomas Grondine is the is the duly elected Senior Vice President Preconstruction, Peter J. Martinkus is the duly elected Senior Vice President Finance, CFO & Secretary, Joshua S. Wernig is the duly elected Senior Vice President, Chief Legal Officer, and General Manager, James M. Wills is the duly elected Senior Vice President Business Development, Edward Taylor Cox is the duly elected Vice President Business Development, James R. Reardon is the duly elected Vice President Alternative Delivery, Joseph B. Phinney is the duly elected Vice President Construction Operations, Seth K. Whiteman is the duly elected Vice President Operations Northeast Region, Michael J. Iapaluccio is the duly elected Vice President Paving and Mark A. Landry is the duly elected Vice President Plants of said Corporation, and that the above vote has not been amended or rescinded and remains in full force and effect as of this date.

_____
Peter J. Martinkus
Secretary

THE MIDDLESEX CORP INCORPORATED ★ 1974 ★ MASSACHUSETTS

SECTION 00423 - NON-COLLUSION CERTIFICATION

The essence of competitive bidding is that the Owner shall receive bona fide competitive Bids from all those bidding. In recognition of this principle, the undersigned certifies that this is a bona fide Bid, intended to be competitive, and that Bidder has not fixed or adjusted the amount of the Bid price by, or under, or in accordance with any agreement or arrangement with any other person or entity. The undersigned, who has Authority to make the following representation on behalf of the Bidder, also certifies that Bidder has not done and will not do at any time before the hour and date specified for the submission of the Bid any of the following acts:

(a) communicate to a person other than the person soliciting for these Bids the amount or approximate amount of the Bid price, except where the disclosure, in confidence, of the approximate amount of the Bid price is necessary to obtain insurance premium and/or bond quotations required for the preparation of the Bid;

(b) enter into any agreement or arrangement with any other person or entity that such person or entity shall refrain from bidding or as to the amount of any Bid price to be submitted;

(c) offer, pay, give or agree to pay, offer or give any sum of money or valuable consideration directly or indirectly to any person or entity for doing or having done or having caused to be done in relation to any other Bid or Bid price for the said work, act or thing of the sort described above.

In this certificate, the word "person" includes any persons or anybody or association, corporate or unincorporated; and any agreement or arrangement includes any such transaction, formal or informal and whether legally binding or not.

Signed: _____ Witnessed By: _____

Name: Thomas Grondine, Sr. V.P. Preconstruction

Date: May 30, 2025

For and on behalf of : The Middlesex Corporation
[*Bidder's Name*]

THE MIDDLESEX CORP INCORPORATED 1974 MASSACHUSETTS

Signed: _____ Witnessed by: _____

Name: Thomas Grondine, Sr., V.P. Preconstruction

Date: May 30, 2025

END OF SECTION

00424 – AIRPORT IMPROVEMENT PROGRAM CERTIFICATION

1.0 **BUY AMERICAN PREFERENCE** - 49 USC § 50101, Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers Bipartisan Infrastructure Law (Pub. L. No. 117-58), Build America, Buy America (BABA) – See Section 00419 - Buy American Certification

2.0 **DEBARMENT AND SUSPENSION (NON-PROCUREMENT)** - 2 CFR part 180 (Subpart CB), 2 2 CFR Part 200, Appendix II(H), 2 CFR part 1200, DOT Order 4200.5, Executive Orders 12549 and 12689

A. CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the Bidder or Offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

B. CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful Bidder, by administering each lower tier subcontract that exceeds $25,000 as a "covered transaction", must confirm each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful Bidder will accomplish this by:

1. Checking the System for Award Management at website: http://www.sam.gov

2. Collecting a certification statement similar to the Certificate of Offeror/Bidder Regarding Debarment and Suspension (Bidder or Offeror), above.

3. Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

3.0 **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT** - 2 CFR § 200, Appendix II(K), 2 CFR § 200.216

Contractor and Subcontractors agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

4.0 **LOBBYING AND INFLUENCING FEDERAL EMPLOYEES** - 31 USC § 1352 – Byrd Anti-Lobbying Amendment, 2 CFR Part 200, Appendix II(I), 49 CFR Part 20, Appendix A

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:

A. 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.

B. 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.

C. 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.

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.

5.0 TAX DELINQUENCY AND FELONY CONVICTIONS – Section 8113 of the Consolidated Appropriations Act, 2022 (Public Law 117-103) and similar provisions in subsequent appropriations acts, DOT Order 4200.6 – Appropriations Act Requirements for Procurement and Non-Procurement Regarding Tax Delinquency and Felony Convictions

CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

The applicant represents that it is ( ) is not (X) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

The applicant represents that it is ( ) is not (X) a corporation that was convicted of a criminal violation

under any Federal law within the preceding twenty-four (24) months.

Note
If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the Sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant, therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify Guidelines for Contract Provisions for Obligated Sponsors and Airport Improvement Program Projects the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

6.0 **TRADE RESTRICTION CERTIFICATION** - 49 USC § 50104, 49 CFR Part 30

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror -

1. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);

2. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S firms as published by the U.S.T.R.; and

3. has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

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

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

(1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
(2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
(3) who incorporates in the public works project any product of a foreign country on such

U.S.T.R. list;

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

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the Offeror has knowledge that the certification is erroneous.

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

7.0 **DOMESTIC PREFERENCES FOR PROCUREMENTS** - 2 CFR § 200.322, 2 CFR Part 200, Appendix II(L)

CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

AIRPORT IMPROVEMENT PROGRAM CERTIFICATION

State of Florida

County of Orange

Company: The Middlesex Corporation

Address: One Spectacle Pond Road

City/State/Zip: Littleton, MA 01460

I, Thomas Grondine, as a representative of The Middlesex Corporation certify and affirm that this company will comply with the above requirements for the Airport Improvement Program.

I understand and agree that the Owner may immediately terminate any Contract resulting from this Solicitation upon written notice if the undersigned entity is found to have submitted a false certification.

SIGNATURE

THE MIDDLESEX CORP INCORPORATED 1974 MASSACHUSETTS

Sr. V.P. Preconstruction
TITLE

Thomas Grondine
PRINTED NAME

May 30, 2025
DATE

Notary for (Company Name) The Middlesex Corporation
STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 30th day of May, 2025, by Thomas Grondine (Name of person) as Senior Vice President, Preconstruction (type of authority), for The Middlesex Corporation (name of party on behalf of whom certification was executed).

Signature of Notary

FLORIDA NOTARY ASSOCIATION SINCE 1978

EVELYN S. SERGEANT
Notary Public
State of Florida
Comm# HH425179
Expires 7/24/2027

Evelyn S. Sergeant
Print, Type, or Stamp Commissioned Name of Notary

Personally Known OR Produced Identification
Type of Identification Produced

END OF SECTION

OMB Control #2105-0586 (Exp. 5/31/2027)

U.S. Department of Transportation

DBE Regular Dealer/Distributor Affirmation Form

N/A

Bidder Name: The Middlesex Corporation

Contract Name/Number:

Sections 26.53(c)(1) of Title 49 Code of Federal Regulations requires recipients to make a preliminary counting determination for each DBE listed as a regular dealer or distributor to assess its eligibility for 60 or 40 percent credit, respectively, of the cost of materials and supplies based on its demonstrated capacity and intent to perform as a regular dealer or distributor, as defined in section 26.55(e)(2)(iv)(A),(B),(C), and (3) under the contract at issue. The regulation requires the recipient's preliminary determination to be made based on the DBE's written responses to relevant questions and its affirmation that its subsequent performance of a commercially useful function will be consistent with the preliminary counting of such participation. The U.S. Department of Transportation is providing this form as a tool for recipients, prime contractors, regular dealers, and distributors to use to carry out their respective responsibilities under this regulation. The form may be used by each DBE supplier whose participation is submitted by a bidder for regular dealer or distributor credit on a federally-assisted contract with a DBE participation goal. The form may also be used by prime contractors in connection with DBE regular dealer or distributor participation submitted after a contract has been awarded provided such participation is subject to the recipient's prior evaluation and approval. If this form is used, it should be accompanied by the bidder's commitment, contract, or purchase order showing the materials the DBE regular dealer or distributor is supplying. Use of this tool is not mandatory. If a recipient chooses a different method for complying with Section 26.53(c)(1), it must include that method in its DBE Program Plan.

DBE Name:

Total Subcontract/Purchase Order Amount:

Authorized DBE Representative (Name and Title):

NAICS Code(s) Related to the Items to be Sold/Leased:

1. Will **all** items sold or leased be provided from the on-hand inventory at your establishment? ☐ **YES** ☐ **NO**

(If "YES," you have indicated that your performance will satisfy the regular dealer requirements and may be counted at 60%. STOP here. Read and sign the affirmation below. If "NO" Continue.)

a) Are you selling bulk items (e.g., petroleum products, steel, concrete, concrete products, sand, gravel, asphalt, etc.) or items not typically stocked due to their unique characteristics (aka specialty items)?

☐ **YES** ☐ **NO** **(If "YES," Go to Question 2. If "NO" Continue.)**

b) Will at least 51% of the items you are selling be provided from the inventory maintained at your establishment, and will the minor quantities of items delivered from and by other sources be of the general character as those provided from your inventory?

☐ **YES** ☐ **NO*** **(If "YES," you have indicated that your performance will satisfy the regular dealer requirements and may be counted at 60%. STOP here. Read and sign the affirmation below.**

***If 1.,1.a), and 1. b) above are "NO," your performance on the whole will not satisfy the regular dealer requirements; therefore, only the value of items to be sold or leased from inventory can be counted at 60%. (Go to Question 3. to determine if the items delivered from and by other sources are eligible for Distributor credit.)**

2. Will you deliver all bulk or specialty items using distribution equipment you own (or under a long-term lease) and operate?

☐ **YES** ☐ **NO[1]**

(If "YES," you have indicated that your performance will satisfy the requirements for a regular dealer of bulk items and may be counted at 60%. STOP here. Read and sign the affirmation below.)

[1] If "NO," your performance will not satisfy the requirements for a regular dealer of bulk items; the value of items to be sold or leased cannot be counted at 60%. (Go to Question 3.)

3. Will the written terms of your purchase order or bill of lading from a third party transfer responsibility, including risk for loss or damage, to your company at the point of origin (e.g. a manufacture's facility) ? ☐ **YES[2]** ☐ **NO[3]**

a) Will you be using sources **other than** the manufacturer (or other seller) to deliver or arrange delivery of the items sold or leased ? ☐ **YES[2]** ☐ **NO[3]**

[2] If your responses to 3 and 3.a) are "YES," you have indicated that your performance will satisfy the requirements of a distributor; therefore, the value of items sold or leased may be counted at 40%.

[3] If you responded "NO" to either 3 or 3.a), counting of your participation is limited to the reasonable cost of fees or commissions charged, including transportation charges for the delivery of materials or supplies; the cost of materials or supplies may not be counted.

I affirm that the information that I provided above is true and correct and that my company's subsequent performance of a commercially useful function will be consistent with the above responses. I further affirm that my company will independently negotiate price, order specified quantities, and pay for the items listed in the bidder's commitment. This includes my company's responsibility for the quality of such items in terms of necessary repairs, exchanges, or processing of any warranty claims for damaged or defective materials.

Printed Name and Signature of DBE Owner/Authorized Representative:

The bidder acknowledges its responsibility for verifying the information provided by the DBE named above and ensuring that the counting of the DBE's participation is accurate. Any shortfall caused by errors in counting are the responsibility of the bidder.

Printed Name and Signature of Bidder's Authorized Representative:

SECTION 00430 - SUBCONTRACTORS LIST

THIS SUBCONTRACTORS LIST IS REQUIRED FOR SUBMISSION WITH BID DOCUMENTS.

This list is attached to and is made an integral part of the Bid submitted by: (Bidder to insert full name and address)

The Middlesex Corporation
One Spectacle Pond Road
Littleton, MA 01460

For the construction of:

AIRSIDE D DEVELOPMENT PROGRAM GUIDEWAY STRUCTURE
AUTHORITY NO. 8500 23
AIP NO. 03-12-0078-086-2025
TAMPA INTERNATIONAL AIRPORT
Tampa, Florida

The undersigned, hereinafter called "Bidder", lists below the names of the subcontractors who will perform the portions of the Work indicated. If Bidder, instead of a subcontractor, will perform the portions of the Work indicated, Bidder will insert its own name on the appropriate lines. All blank lines will be filled in with the name of the Bidder or a subcontractor. The Subcontractor will meet the experience requirements of the appropriate specification section.

The Bidder declares that it has fully investigated each subcontractor listed, has received and has in its files evidence that each subcontractor maintains a fully equipped organization capable, technically and financially, of performing the pertinent Work, and that Bidder has performed similar installations in a satisfactory manner. The Bidder further declares that it will not change any of these designated subcontractors for Work under this Contract without the Owner's written permission.

The Middlesex Corporation
Name of Bidder

By: _____
(Signature*) Thomas Grondine

Title: Senior Vice President, Preconstruction

THE MIDDLESEX CORP INCORPORATED 1974 MASSACHUSETTS

* Must be the same signature on the Bid Form.

Subcontractors List

Subcontract Trade	Name	Address (City, State, Zip Code)	DBE (Y or N)	Race/ Gender of Majority Owner	NAICS Code(s) of Scope(s) Bid http://www.naics.com/search/	Age of the firm in years	Prior year gross receipts (1) < $1M (2) $1M-$3M (3) $3M-$6M (4) $6-$10M (5) > $10M
Drilled Shaft	RW Harris, Inc.	12300 44th St. N, Clearwater, FL 33762	N	N/A	N/A	30+	3
Cast-in-Place Concrete	The Middlesex Corporation	1 Spectacle Pond Rd., Littleton, MA 01460	N	N/A	N/A	53	5
Electrical	Florida Keys Electrical	905 Overseas Hwy, Key West, FL 33040	Y	Hispanic	238210	37	4
Reinforcing Steel	Gulf Coast Rebar	3609-A East 10th Ave, Tampa, FL 33605	Y	Hispanic	238110 238120 238990	17	5
Structural Steel Fabricator	Tampa Steel Erecting	5127 Bloomingdale Ave., Tampa, FL 33619	N	N/A	N/A	79	3
Miscellaneous Steel Fabricator	Tampa Steel Erecting	5127 Bloomingdale Ave., Tampa, FL 33619	N	N/A	N/A	79	3
Prestress Precast Concrete Fabricator	CDS Manufacturing, Inc.	106 Charles Hayes Sr Drive Gretna, FL 32332	Y	F	327390	26	5
Fascia Panels	N-RG Cladding	90 S. Bradshaw Rd., Apopka, FL 32703	N	N/A	N/A	15	3
Bearing Pad	The Middlesex Corporation	1 Spectacle Pond Rd., Littleton, MA 01460	N	N/A	N/A	53	5
Hatch Doors	The Middlesex Corporation	1 Spectacle Pond Rd., Littleton, MA 01460	N	N/A	N/A	53	5
Expansion Joints	The Middlesex Corporation	1 Spectacle Pond Rd., Littleton, MA 01460	N	N/A	N/A	53	5
Field Welding	The Middlesex Corporation	1 Spectacle Pond Rd., Littleton, MA 01460	N	N/A	N/A	53	5

Fireproofing	Architectural Coatings, Inc.	3100 Morris Street North St. Petersburg, FL 33713	N	W	078100	40	4
Concrete Painting	N/A	N/A	N/A	N/A	N/A	N/A	N/A
High Performance Coating System	J. Mori Painting, Inc.	2561 W. 80th Street, Hialeah, FL 33016	Y	Hispanic	238320	35	3

END OF SECTION

SECTION 00440 - BIDDER'S SELECTION OF PAYMENT METHOD

The Authority offers suppliers the option of receiving payments via ePayables **or** via Automated Clearing House (ACH).

A. Bidder has the option to receive payments utilizing an ePayables solution during the entire term of this Contract. Payment will be processed by Accounts Payable using the ePayable system upon Account Payable's receipt of a Pay Application. After the payment is processed, the Pay Application will be reviewed and verified by the Authority Project Manager. Bidder retains the right to request a review of the rejected or corrected Pay Application. Any further adjustment to the Pay Application resulting from the review will be made in the next billing period. Merchant services fees will apply and are determined by Bidder's agreement with its bank or financial institution that processes credit or debit card payments on behalf of Bidder (Merchant Acquirer). The Authority is not responsible for any agreed upon terms between Bidder and Bidder's Merchant Acquirer.

OR

B. Bidder also has the option to receive payments via Automated Clearing House (ACH). Payment will be issued within twenty (20) calendar days after Authority's verification and approval of a Pay Application. Authority may reject a Pay Application or correct the Pay Application when errors are found. Bidder retains the right to request a review of the rejected or corrected Pay Application. Any further adjustment to the Pay Application resulting from the review will be made in the next billing period.

Bidder may at any time during the term of this Contract elect to change its payment method to ePayables upon written notice to the Vice President of Planning and Development and the completion of Authority's ePayables application process. If the payment method is changed to ePayables, the information and process described above in Paragraph A, ePayables, will apply.

Please select one of the following electronic payment methods based on the information provided above:

1. ePayables:

☐ Bidder would like to receive payments via ePayables.

OR

2. ACH:

☒ Bidder would like to receive payments via ACH.

Please provide name and contact information for Bidder's Accounts Receivable Representative that will be responsible for invoicing the Authority during the term of this Contract.

Name: Jeffrey Boyden

Title: Accounting Supervisor

Office Mailing Address: One Spectacle Pond Road

City: Littleton **State:** MA **Zip Code:** 01460

Phone: 978-742-4576 **Ext:** N/A **Fax:** N/A

Email: jboyden@middlesexco.com

Signature

THE MIDDLESEX CORP INCORPORATED 1974 MASSACHUSETTS

Senior Vice President, Preconstruction
Title

Thomas Grondine
Printed Name

May 30, 2025
Date

END OF SECTION

SECTION 00450 – AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

In accordance with Section 787.06 (13), Florida Statutes, the undersigned, on behalf of the Bidder listed below, hereby attests under penalty of perjury that:

1. Bidder does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."

The undersigned is authorized to execute this Affidavit on behalf of Bidder.

Date: May 30, 20 25

Signed:

Entity: The Middlesex Corporation

Name: Thomas Grondine

Title: Senior Vice President, Preconstruction



END OF SECTION

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

May 05,2025

MIDDLESEX CORPORATION (THE)
ONE SPECTACLE POND ROAD
LITTLETON, MASSACHUSETTS 01460

RE: CERTIFICATE OF QUALIFICATION

The Department of Transportation has qualified your company for the type of work indicated below.

FDOT APPROVED WORK CLASSES:
BASCULE BRIDGE REHABILITATION, DEBRIS REMOVAL (EMERGENCY), DRAINAGE, FENCING, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, HOT PLANT-MIXED BITUM. COURSES, INTERMEDIATE BRIDGES, MAJOR BRIDGE - BASCULE SPANS, MAJOR BRIDGE - BRIDGES OF CONVENTIONAL CONSTRUCTION WHICH ARE OVER A WATER OPENING OF 1,000 FEET OR MORE, MAJOR BRIDGE - CONCRETE SEGMENTAL CONSTRUCTION, MAJOR BRIDGE - CURVED STEEL GIRDERS, MAJOR BRIDGE - MULTI-LEVEL ROADWAYS, MINOR BRIDGES, PORTLAND CEMENT CONCRETE ROADWAY PAVING, R&R INTERMEDIATE BRIDGES ("R&R" IS REPAIR AND REHABILITATE), R&R MINOR BRIDGES, ROADWAY SIGNING, SIDEWALK, WATER MAINS, SEWER, PUMPING STATONS, MARINE CONSTRUCTION, STREETSCAPE IMPROVEMENT, SOIL ANCHORS, CONCRETE RETAINING WALLS, RAILROAD CONSTRUCTION.

Unless notified otherwise, this Certificate of Qualification will expire **6/30/2026.**

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:
HTTPS://fdotwp1.dot.state.fl.us/ContractorPreQualification

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

The company may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing the most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that the company has performed such work.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

James E. Taylor II

James E. Taylor II, Prequalification Supervisor
Contracts Administration Office

JTII

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

PEREIRA, ROBERT WILLIAM II

(THE) MIDDLESEX CORPORATION
ONE SPECTACLE POND RD
LITTLETON MA 01460

LICENSE NUMBER: CGC061926

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 06/04/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

MIDDLESEX CORPORATION

At a meeting of the Board of Directors of THE MIDDLESEX CORPORATION held on May 16, 2025, at which all the Directors were present or waived notice, it VOTED, that Robert W. Pereira, Chairman and Chief Executive Officer; Robert W. Pereira II, President and Chief Operating Officer; Neil T. Mulrooney, Senior Vice President Construction; Thomas M. Grondine, Senior Vice President Preconstruction; Peter J. Martinkus, Senior Vice President Finance, CFO & Secretary; Joshua S. Wernig, Senior Vice President, Chief Legal Officer, and General Manager; James M. Wills, Senior Vice President Business Development; Edward Taylor Cox Sr., Vice President Business Development; James E. Reardon, Vice President Alternative Delivery; Joseph B. Phinney, Vice President Construction Operations; Seth K. Whiteman, Vice President Operations Northeast Region; Michael J. Iapaluccio, Vice President Paving and Mark A. Landry, Vice President Plants; be and they hereby are authorized to execute bids, contracts, bonds, and owners' payment requisitions in the name and on behalf of said Corporation, and affix its Corporate Seal thereto; and such execution of any contract or obligation in the Corporation's name on its behalf by such Chief Executive Officer, President, Vice President, and Secretary under seal of the Corporation, shall be valid and binding upon this Corporation.

A true copy

ATTEST: _____
Peter J. Martinkus
Secretary

Place of Business: One Spectacle Pond Road
Littleton, MA 01460
Date: 5/30/2025

THE MIDDLESEX CORP INCORPORATED ★ 1974 ★ MASSACHUSETTS

I hereby certify that I am the Secretary of THE MIDDLESEX CORPORATION, that Robert W. Pereira is the duly elected Chairman and Chief Executive Officer, Robert W. Pereira II is the duly elected President and Chief Operating Officer, Neil T. Mulrooney is the duly elected Senior Vice President Construction, Thomas Grondine is the is the duly elected Senior Vice President Preconstruction, Peter J. Martinkus is the duly elected Senior Vice President Finance, CFO & Secretary, Joshua S. Wernig is the duly elected Senior Vice President, Chief Legal Officer, and General Manager, James M. Wills is the duly elected Senior Vice President Business Development, Edward Taylor Cox is the duly elected Vice President Business Development, James R. Reardon is the duly elected Vice President Alternative Delivery, Joseph B. Phinney is the duly elected Vice President Construction Operations, Seth K. Whiteman is the duly elected Vice President Operations Northeast Region, Michael J. Iapaluccio is the duly elected Vice President Paving and Mark A. Landry is the duly elected Vice President Plants of said Corporation, and that the above vote has not been amended or rescinded and remains in full force and effect as of this date.

_____
Peter J. Martinkus
Secretary

THE MIDDLESEX CORP INCORPORATED ★ 1974 ★ MASSACHUSETTS

SECTION 00500 - AWARD OF CONTRACT AND EXECUTION OF CONTRACT BONDS

1.01 CONSIDERATION OF BIDS

A. After the Bids are publicly opened and read, they will be compared on the basis of the summation of the products obtained by multiplying the estimated quantities shown in the Bid Schedule by the Unit Bid Prices shown in the Bid Schedule.

1. An estimate of quantities of Work to be performed and materials to be furnished under these Specifications is given in the Bid Schedule of the Bids. It is the result of careful calculations and is believed to be correct. It is given only as a basis for comparison of Bids and the award of the Contract. The Owner does not expressly or impliedly agree that the actual quantities involved will correspond exactly therewith, nor will the Bidder plead misunderstanding or deception because of such estimates of quantities or of the character, location, or other conditions pertaining to the Work. Payment to the Contractor will be made only for the actual quantities of Work performed or materials furnished in accordance with the Drawings and Specifications. It is understood that the quantities may be increased or decreased as hereinafter provided in SECTION 00700, GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, Paragraph 7.01, without in any way invalidating the Unit Bid Prices.

B. Until the award of a Contract is made, the Owner reserves the right to reject a Bidder's Bid if the Bid is irregular as specified in Subsection 1.11 entitled REJECTION OF BIDS of Section 00100.

C. In addition, until the award of Contract is made, the Owner reserves the right to reject any or all Bids, including but not limited to any and all Bids that are higher than the Owner approved budget or estimated project cost, waive technicalities if such waiver is in the best interest of the Owner and is in conformance with applicable State and local laws or regulations pertaining to the letting of construction contracts, advertise for new Bids, or proceed with the Work otherwise. All such actions will promote the Owner's best interests.

1.02 AWARD OF CONTRACT

A. The award of the Contract, if it is awarded, will be to the lowest responsible Bidder whose qualifications indicate the award will be in the best interest of the Owner and whose Bid complies with all the prescribed requirements. No award will be made until the Owner has concluded such investigations as it deems necessary to establish the responsibility, qualifications, and financial ability of the Bidder to do the Work in accordance with the Contract Documents to the satisfaction of the Owner within the time prescribed. The Owner reserves the right to reject the Bid of any Bidder who does not pass such investigation to the Owner's satisfaction. If the Contract is awarded, the Owner will give the successful Bidder written notice of the award within one hundred fifteen (115) calendar days after the opening of the Bids. Until the final award of the Contract, the Owner reserves the right to reject any or all Bids, to waive technicalities and to advertise for new Bids, or to proceed to do the Work otherwise when the best interests of the Owner will be promoted thereby.

B. The date of the award of the Contract will be the date that the Contract is awarded by the Owner.

1.03 CANCELLATION OF AWARD

Owner reserves the right to cancel the award without liability to the Bidder, except return of Bid security, at any time before a Contract has been fully executed by all parties and is approved by the Owner in accordance with Subsection 1.07 entitled APPROVAL OF CONTRACT of this Section 00500.

1.04 RETURN OF BID SECURITY

As soon as the Bids have been compared and all required original documents have been received, the Owner will attempt to return the Cashier's Checks or other collateral accompanying those Bids which, in its judgment, would not be considered in making the award. When award is made, the successful Bidder's security and that of the next low Bidder will be retained until the Contract and Bonds have been executed, and all required original documents have been received, after which it will be returned to the Bidders. Should the award be delayed more than one hundred fifteen (115) calendar days after opening of Bids, all Bidders' security will be returned, unless such delay is from causes beyond the control of the Owner.

1.05 REQUIREMENTS OF CONTRACT BONDS

A. A separate Common Law Performance Bond and a separate Statutory Payment Bond in the forms contained herein, each in the sum of not less than one hundred percent (100%) of the Contract Sum, with a surety company satisfactory to the Owner and licensed to conduct business in the State of Florida, will be required of the Contractor, guaranteeing that the Contract, including the various guarantee periods thereunder, will be faithfully performed and that no later than ten (10) calendar days from receipt of each payment the Contractor receives from the Owner, the Contractor will make payment to and release retainage to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Contractor with labor, materials, or supplies, used directly or indirectly by the Contractor in the prosecution of the Work provided for in the Contract.

B. The Bonds, along with appropriate Power of Attorney, will be executed and delivered to Owner, not later than seven (7) calendar days from the date of award of the Contract. Prior to commencing any Work under the Contract, the Contractor will record the Payment and Performance Bonds in the public records of Hillsborough County, Florida. If, at any time after the execution of the Contract and the Contract Bonds as required, the Owner reasonably deems the surety or sureties of such Bond or Bonds to be unsatisfactory, or if, for any reasons, such Bond or Bonds cease to be adequate to cover the performance of the Work or prompt payment as above specified, Contractor will, at its own expense and within five days after written notice from the Owner to do so, furnish additional Bond or Bonds in such form and amount and with such surety or sureties as will be satisfactory to the Owner. In such event, no further payment to the Contractor will be deemed due under the Contract until such new or additional Bond or Bonds are furnished in a manner and form satisfactory to the Owner.

1.06 EXECUTION OF CONTRACT

The successful Bidder will sign (execute) the necessary agreements for entering into the Contract and return such signed Contract to the Owner, along with the fully executed Surety Bond or Bonds specified and along with required Insurance Certificates and Endorsements, within seven (7) calendar days after the date of award of the Contract. If the Contract is mailed, special handling is recommended.

1.07 APPROVAL OF CONTRACT

The Owner will review, accept and complete the execution of the Contract in accordance with local laws or ordinances, and will return the fully executed Contract to the Contractor. Delivery of the fully executed Contract to the Contractor shall constitute the Owner's approval to be bound by the successful Bidder's Bid and the terms of the Contract.

1.08 FAILURE TO EXECUTE CONTRACT

Failure of the successful Bidder to execute the Contract and furnish acceptable Insurance Certificates, and Endorsements, and Surety Bond or Bonds within seven (7) calendar days after the date of award of the Contract will be just cause for cancellation of the Contract and forfeiture of the Bid guaranty, not as a penalty, but as liquidation of damages to the Owner. The Bidder agrees that the liquidated damages are not a penalty and five percent (5%) of the total bid amount is reasonable. Award of the Contract may then be made to the next best responsive and responsible Bidder, or the Work re-advertised, or handled as the Owner may elect.

END OF SECTION

SECTION 00510 - CONTRACT

This **CONTRACT** is made and entered into this **7th** day of **August** 2025, by and between **The Middlesex Corporation,** hereinafter designated as the **Contractor**, and the **Hillsborough County Aviation Authority**, Tampa, Florida, hereinafter referred to as the **Owner**.

WITNESSETH:

CONTRACTOR, agrees with the Owner to the following:

1. THAT THE CONTRACTOR will provide the materials and labor specified and perform, in a first-class manner, all Work in connection with the **AIRSIDE D DEVELOPMENT PROGRAM GUIDEWAY STRUCTURE AT TAMPA INTERNATIONAL AIRPORT**, in the manner and form as provided by the following Contract Documents, which are incorporated by reference and made a part hereof, as if fully contained herein:

PROJECT MANUAL entitled, **Airside D Development Program Guideway Structure,** dated **April 17, 2025.**

DRAWINGS entitled **Airside D Development Program Guideway Structure** dated **April 10, 2025.**

ADDENDUM numbered 1 to 3, inclusive.

2. THAT THE CONTRACTOR will commence the Work within ten (10) calendar days of the date set by the Owner in a written Notice to Proceed, or at such other time as specified, and will achieve Substantial Completion of all Work under this Contract within five hundred forty (540) calendar days after issuance of the Notice to Proceed.

3. The Owner hereby enters into this Contract with the Contractor in the Contract Sum amount of Twenty-Two Million Two Hundred Fourteen Thousand Three Hundred Ninety-Seven and Seventy-One Hundredths Dollars (U. S.) ($22,214,397.70) for the Work in accordance with the Contractor's listed unit prices and lump sums specified for the various items in the bid tabulation, acknowledged by the Contractor, and included as Attachment 1. Payments will be based solely on the unit prices and lump sums listed in Attachment 1 for the Work actually performed rather than the sums for the items specified in Attachment 1 which are based upon estimated quantities. Payments will be made upon presentation of the proper certificates to the Owner and upon terms set forth in the Contract Documents.

4. It is mutually agreed between the parties hereto that time is of the essence of this Contract, and in the event the Work has not achieved Substantial Completion by the completion date(s) or within the calendar days herein specified, it is agreed that from any money due or to become due the Contractor or its surety, the Owner may retain the sum of Ten Thousand and No One Hundredth Dollars ($10,000) per day, for each day thereafter, Sundays and holidays included, that the Work remains incomplete, not as a penalty but as liquidation of a reasonable portion of damages that will be incurred by the Owner by failure of the Contractor to complete the Work within the time(s) stipulated. The Parties agree that the assessment of actual damages at the time this Contract is made is uncertain. The parties agree that the sum of $10,000 per day is reasonable. The parties agree that the liquidated damages described in this paragraph are solely for delay and loss of use.

5. It is further mutually agreed between the parties hereto that if, at any time after the execution of this Contract (including the various guarantee periods thereunder) and the Bonds hereto attached, the Owner will reasonably deem the surety or sureties of such Bond or Bonds to be unsatisfactory, or if, for any

reason, such Bond or Bonds cease to be adequate to cover the performance of the work or the prompt payment for said labor, materials, supplies and services, the Contractor will, at its own expense within five calendar days from the date of written notice from the Owner to do so, furnish additional Bond or Bonds in such form and amount, and with such surety or sureties, as will be satisfactory to the Owner. In such event, no further payment to the Contractor will be deemed due under this Contract until such new or additional Bond or Bonds are furnished in a manner and form satisfactory to the Owner.

6. Indemnity

A. To the maximum extent permitted by Florida law, in addition to the Contractor's obligation to provide pay for and maintain insurance as set forth elsewhere in this Contract, the Contractor will indemnify and hold harmless the Owner, its members, officers, agents, employees, and volunteers from any and all liabilities, suits, claims, procedures, liens, expenses, losses, costs, royalties, fines and damages (including but not limited to claims for attorney's fees and dispute resolution costs) caused in whole or in part by the:

1. presence on, use or occupancy of Owner property;

2. acts, omissions, negligence (including professional negligence and malpractice), errors, recklessness, intentional wrongful conduct, activities, or operations;

3. any breach of the terms of this Contract;

4. performance, non-performance or purported performance of this Contract;

5. violation of any law, regulation, rule, order, decree, ordinance, Federal directive or Federal circular;

6. infringement of any patent, copyright, trademark, trade dress or trade secret rights; and/or

7. contamination of the soil, groundwater, surface water, storm water, air or the environment by fuel, gas, chemicals or any other substance deemed by the Environmental Protection Agency or other regulatory agency to be an environmental contaminant;

by the Contractor or the Contractor's officers, employees, agents, volunteers, subcontractors, invitees, or any other person directly or indirectly employed or utilized by the Contractor, whether the liability, suit, claim, procedure, lien, expense, loss, cost, royalty, fine or damage is caused in part by an indemnified party. This indemnity obligation expressly applies, and shall be construed to include, any and all claim(s) caused in part by the negligence, acts or omissions of the Owner, its members, officers, agents, employees, or volunteers.

B. In addition to the duty to indemnify and hold harmless, the Contractor will have the separate and independent duty to defend the Owner, its members, officers, agents, employees, and volunteers from all suits, claims, proceedings or actions of any nature seeking damages, equitable or injunctive relief, liens, expenses, losses, costs, royalties, fines, attorney's fees or any other relief in the event the suit, claim, or action of any nature arises in whole or in part from the:

1. presence on, use or occupancy of Owner property;

2. acts, omissions, negligence (including professional negligence and malpractice), errors, recklessness, intentional wrongful conduct, activities, or operations;

3. any breach of the terms of this Contract;

4. performance, non-performance or purported performance of this Contract;

5. violation of any law, regulation, rule, order, decree, ordinance, Federal directive, Federal circular or ordinance;

6. infringement of any patent, copyright, trademark, trade dress or trade secret rights; and/or

7. contamination of the soil, groundwater, surface water, storm water, air or the environment by fuel, gas, chemicals or any other substance deemed by the Environmental Protection Agency or other regulatory agency to be an environmental contaminant

by the Contractor or the Contractor's officers, employees, agents, volunteers, subcontractors, invitees, or any other person directly or indirectly employed or utilized by the Contractor regardless of whether it is caused in part by the Owner, its members, officers, agents, employees, or volunteers or any other indemnified party. This duty to defend exists immediately upon presentation of written notice of a suit, claim or action of any nature to the Contractor by a party entitled to a defense hereunder. This duty to defend obligation expressly applies, and shall be construed to include, any and all claim(s) caused in part by the negligence, acts or omissions of the Owner, its members, officers, agents, employees, or volunteers.

C. If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by Fla. Stat. § 725.06(2)-(3) or Fla. Stat. § 725.08, then with respect to the part so limited, the Contractor agrees to the following: To the maximum extent permitted by Florida law, the Contractor will indemnify and hold harmless the Owner, its members, officers, agents, employees, and volunteers from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Contractor and persons employed or utilized by the Contractor in the performance of this Contract.

D. If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by Florida Statute § 725.06 (1), or any other applicable law, then with respect to the part so limited, the monetary limitation on the extent of the indemnification shall be the greater of the (i) monetary value of this Contract, (ii) coverage amount of Commercial General Liability Insurance required under the Contract or (iii) $1,000,000.00. Otherwise, the obligations of this Article will not be limited by the amount of any insurance required to be obtained or maintained under this Contract.

E. In addition to the requirements stated above, to the extent required by FDOT Public Transportation Grant Agreement and to the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the State of Florida, FDOT, including the FDOT'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 in this paragraph 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's and FDOT's sovereign immunity.

F. The Contractor's obligations to defend and indemnify as described in this Contract will survive the expiration or earlier termination of this Contract until it is determined by final judgment that any suit, claim or other action against the Owner, its members, officers, agents, employees, and volunteers if fully and finally barred by the applicable statute of limitations or repose.

G. Nothing in this Contract will be construed as a waiver of any immunity from or limitation of liability the Owner, or its members, officers, agents, employees, and volunteers may have under the doctrine of sovereign immunity under common law or statute.

H. The Owner and its members, officers, agents, employees, and volunteers reserve the right, at their option, to participate in the defense of any suit, without relieving the Contractor of any of its obligations under this Article.

I. If Paragraphs 7A-7H or any part of Paragraphs 7A-7H is deemed to conflict in any way with any law, the Paragraph or part of the Paragraph will be considered modified by such law to remedy the conflict.

8. It is specifically agreed between the parties executing the Contract that it is not intended by any of the provisions of any part of the Contract to create in the public or any member thereof any rights as a third party beneficiary or to authorize anyone not a party to the Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the Contract.

9. This Contract will be terminated in accordance with Florida Statute Section 287.135 if it is found that the Contractor submitted a false Scrutinized Company Certification as provided in Florida Statute Section 287.135(5) or has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, or is engaged in business operations in Cuba or Syria. The termination will be subject to the dollar amount limitations included in the respective Florida Statute.

10.

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 CUSTODIAN OF PUBLIC RECORDS AT:
(813) 870-8721, ADMCENTRALRECORDS@TAMPAAIRPORT.COM,
HILLSBOROUGH COUNTY AVIATION AUTHORITY, P.O. BOX 22287, TAMPA FL 33622.

The Contractor agrees in accordance with Florida Statute Section 119.0701 to comply with public records laws including the following:

A. Keep and maintain public records required by the Owner in order to perform the Work contemplated by this Contract.

B. Upon request from the Owner's custodian of public records, provide the Owner 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, Fla. Stat. or as otherwise provided by law.

C. Ensure that 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 Contract Term and following completion of the Contract.

D. Upon completion of this Contract, keep and maintain public records required by the Owner to perform the Work. The Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Owner, upon request from the Owner's custodian of public records, in a format that is compatible with the information technology systems of the Owner.

The Owner maintains its records in electronic form in accordance with the State of Florida records retention schedules. As a result, the paper original version of this document (to the extent it exists) will be scanned and stored electronically as the authoritative record copy as part of the Owner's record management process. Once that occurs, the paper original version of this document will be destroyed. Notwithstanding the foregoing, to the extent the contract documents include any bonds or other security, those bonds or other security will be maintained in their original form and not destroyed.

11. Press releases or other specialized publicity documents, including the Contractor's advertising news bulletins, which are related to this Contract and are intended by the Contractor for the press, broadcasting, or television, will be drawn up in consultation with the Owner. Except as otherwise required by law or regulation, the Contractor will not release or distribute any materials or information relating to this Contract or containing the name of the Owner or any of its employees or Board Members without prior written approval by an authorized representative of the Owner. The Contractor shall require all consultants, subcontractors and suppliers of any tier to comply with this paragraph.

12.

The Contractor represents that, in connection with this Contract or any property included or planned to be included in this Contract, it has not entered into a contract or arrangement with any officer, director or employee of the Owner, or any business entity of which the officer, director or employee of the officer's, director's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer, director or employee or the 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 percent (5%) of the total assets or capital stock of any business entity.

The Contractor represents that, in connection with this Contract or any property included or planned to be included in this Contract, it has not entered into a contract or arrangement with any person or entity who at any time during the immediately preceding two years was an officer, director or employee of the Owner.

The provisions of this subsection shall not be applicable to any agreement between the Owner and its fiscal depositories, any agreements for utility services the rates for which are fixed or controlled by the government, or any agreement between the Owner and an agency of state government.

The following provision is made a part of this Contract and will be inserted in each of the Contractor's subcontracts:

"No member, officer, or employee of the Hillsborough County Aviation Authority during their tenure or for two years thereafter will have any interest, direct or indirect, in this Contract or the proceeds

thereof."

13.

A. Compliance with Nondiscrimination Provisions: During the performance of this Agreement, Contractor, for itself, its assignees, and successors in interest (hereinafter collectively referred to as "Contractor") agrees as follows:

1. Compliance with Regulations: Contractor will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.

2. Non-discrimination: Contractor, with regard to the work performed by it during the term of this Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of Contractors, including procurements of materials and leases of equipment. Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. Solicitations for Agreements, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential Contractor or supplier will be notified by Contractor of Contractor's obligations under this Agreement and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

4. Information and Reports: Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the FAA to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish the information, Contractor will so certify to Authority or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of Contractor's noncompliance with the Non-discrimination provisions of this contract, Authority will impose such sanctions as it or the FAA may determine to be appropriate, including, but not limited to: withholding payments of the Contractor under the Contract until the Contractor complies and/or cancelling, terminating, or suspending the Agreement, in whole or in part.

6. Incorporation of Provisions: Contractor will include the provisions of paragraphs 1 through 6 of this Section in every contract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Contractor will take action with respect to any contract or procurement as Authority or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Contractor becomes involved in, or is threatened with litigation by a Contractor, or supplier because of such direction, Contractor may request Authority to enter into any litigation to protect the interests of Authority. In addition, Contractor may request the United States to enter into the litigation to protect the interests of the United States.

B. Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program: Contractor for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (2) that Contractor will furnish its services in compliance with all other requirements imposed by or pursuant to the List of Nondiscrimination Acts And Authorities.

C. Title VI List of Pertinent Nondiscrimination Acts and Authorities: During the performance of this Agreement, Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);

2. 49 CFR Part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

4. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq*.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq*.), (prohibits discrimination on the basis of age);

6. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

7. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Contractors, whether such programs or activities are Federally funded or not);

8. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR Parts 37 and 38;

9. The FAA's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with

disproportionately high and adverse human health or environmental effects on minority and low-income populations;

11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, Contractor must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); and

12. Title IX of the Education Amendments of 1972, as amended, which prohibits Contractors from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

D. General Civil Rights Provision: Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If Contractor transfers its obligation to another, the transferee is obligated in the same manner as Contractor. This provision obligates Contractor for the period during which the property is owned, used or possessed by Contractor and the airport remains obligated to the FAA. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

E. Subcontracts: Contractor agrees that it shall insert the above four provisions (Section (A) through Section (D)) in any agreement by which Contractor grants a right or privilege to any person, firm, or corporation to render accommodations and/or services to the public under this Agreement.

For federally funded projects, the Contractor will provide a copy of their subcontract agreement template to the Owner prior to the execution of any subcontracts for the Owner's review of required contract provisions.

14. Federal Participation

The United States Government may have agreed to reimburse the Owner for some portion of the Contract costs. The Contract Work may be subject to the inspection and approval of duly authorized representatives of the FAA Administrator. No requirement of this Contract shall be construed as making the United States a party to the Contract nor will any such requirement interfere, in any way, with the rights of either party to the Contract.

15. DBE Obligation

The Contract the Owner executes with the Bidder and each subcontract the Bidder executes with a Subcontractor, must include the following clause:

"The bidder/proposer, contractor, supplier/vendor and subcontractor will not discriminate on the basis of race, creed, color, national origin, or sex in the performance of this Contract. The bidder/proposer, contractor, supplier/vendor or subcontractor will carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT assisted contracts. Failure by the bidder/proposer, contractor, supplier/vendor or subcontractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the Owner deems appropriate

which may include, but not be limited to:
(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Assessing liquidated damages; and/or
(4) Disqualifying the bidder/proposer, contractor, supplier/vendor or subcontractor from future bidding as non-responsible."

16. DBE Termination and Substitution

Contractor is prohibited from terminating or altering or changing the scope of work of a DBE subcontractor except upon written approval of Owner in accordance with Owner's procedures relating to DBE terminations contained in the DBE Policy and Program. Failure to comply with the procedure relating to DBE terminations or changes during the Contract will be a material violation of the Contract and will invoke the sanctions for non-compliance specified in this Contract and the DBE Policy and Program.

(REMAINDER OF PAGE LEFT BLANK)

IN WITNESS WHEREOF, the parties hereto have set their hands and corporate seals by their proper officers, duly authorized to do so;

By the Contractor this _____ day of _____, 202__.

ATTEST:

THE MIDDLESEX CORPORATION

_____

By: _____

Title: _____

Print Name

_____

Print Address

_____

_____

Signed, sealed, and delivered
in the presence of:

_____
Witness

_____
Print Name

_____
Witness

_____
Print Name

Notary for The Middlesex Corporation
STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this ____ day of _____, 202__, by _____ as
(Name of person)
_____, for _____ .
(type of authority) (name of party on behalf of whom contract was executed)

_____
Signature of Notary

_____
Print, Type, or Stamp Commissioned Name of Notary

Personally Known OR Produced Identification
Type of Identification Produced

By the Owner this _____ day of _____, 202___.

HILLSBOROUGH COUNTY AVIATION AUTHORITY

(*Affix Corporate Seal*)

By: _____
Arthur F. Diehl III, Chairman

ATTEST:

_____
Jane Castor, Secretary

Signed, sealed, and delivered
in the presence of:

_____
Witness

_____
Print Name

_____
Witness

_____
Print Name

LEGAL FORM APPROVED AS TO FORM FOR LEGAL SUFFICIENCY:

By: _____
Michael T. Kamprath, Assistant General Counsel

Notary for Hillsborough County Aviation Authority

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online authorization, this ____ day of _____, 202__, by Arthur F. Diehl III, in the capacity of Chairman, and by Jane Castor in the capacity of Secretary, for Hillsborough County Aviation Authority, a public body corporate under the laws of the State of Florida, on its behalf.

_____
Signature of Notary

_____
Print, Type, or Stamp Commissioned Name of Notary

Personally Known OR Produced Identification
Type of Identification Produced

ATTACHMENT 1

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
C-102-5.1	INSTALLATION AND REMOVAL OF SILT FENCE	1568	LF	$4.00	$6,272.00
C-102-5.2	INLET PROTECTION	14	EA	$385.00	$5,390.00
C-102-5.3	SOIL TRACKING PREVENTION DEVICES	1	EA	$48,000.00	$48,000.00
C-105	MOBILIZATION - BASE BID (Limited to 10% of the total Project cost)	1	LS	$2,200,000.00	$2,200,000.00
M-102-1	MAINTENANCE OF TRAFFIC AND TEMPORARY CONSTRUCTION ITEMS	1	LS	$1,225,000.00	$1,225,000.00
M-103-1	PROJECT SURVEY AND STAKEOUT	1	LS	$790,000.00	$790,000.00
M-104-1	SAFETY AND SECURITY	1	LS	$375,000.00	$375,000.00
07 42 13.13	STEEL FASCIA PANELS	7035	SF	$91.00	$640,185.00
07 81 00	APPLIED FIREPROOFING	1	LS	$575,000.00	$575,000.00
08 31 13	FLOOR HATCHES	2	EA	$7,500.00	$15,000.00
09 24 00	STUCCO	353	SF	$275.00	$97,075.00
09 91 13	EXTERIOR PAINTING (6" YELLOW SAFETY STRIPE)	510	SF	$20.00	$10,200.00
0400 4 4	CONCRETE CLASS IV, SUPERSTRUCTURE	1077	CY	$1,770.00	$1,906,290.00
0400 4 5	CONCRETE CLASS IV, BRIDGE SUBSTRUCTURE	74	CY	$3,000.00	$222,000.00
0400 4 25	CONCRETE CLASS IV, MASS, SUBSTRUCTURE	546	CY	$1,400.00	$764,400.00
0400 147	COMPOSITE NEOPRENE PADS	43	CF	$2,700.00	$116,100.00
0415 1 4	REINFORCING STEEL - BRIDGE SUPERSTRUCTURE	168663	LB	$1.50	$252,994.50

ATTACHMENT 1

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
0415 1 5	REINFORCING STEEL- BRIDGE SUBSTRUCTURE	225083	LB	$1.50	$337,624.50
0450 2 54	PREST BEAMS: FLORIDA-I BEAM 54"	916	LF	$640.00	$586,240.00
0450 2 96	PREST BEAMS: FLORIDA-I BEAM 96"	970	LF	$840.00	$814,800.00
0455 88 4	DRILLED SHAFT, 42" DIA	1122	LF	$810.00	$908,820.00
0455 88 8	DRILLED SHAFT, 54" DIA	111	LF	$1,120.00	$124,320.00
0455 107 4	DRILLED SHAFT CASING, 42" DIAMETER	64	LF	$450.00	$28,800.00
0455 107 8	DRILLED SHAFT CASING, 54" DIAMETER	41	LF	$500.00	$20,500.00
0455 122 4	EXCAVATION UNCLASSIFIED SHAFT, 42" DIA	1116	LF	$780.00	$870,480.00
0455 122 8	EXCAVATION UNCLASSIFIED SHAFT, 54" DIA	111	LF	$1,075.00	$119,325.00
0455 133 2	SHEET PILING STEEL, TEMPORARY-CRITICAL	3527	SF	$85.00	$299,795.00
0455 147 1	THERMAL INTEGRITY TESTING, UP TO 4' SHAFT DIAMETER	4	EA	$3,100.00	$12,400.00
0455 147 2	THERMAL INTEGRITY TESTING, 4.5'-6' SHAFT DIAMETER	2	EA	$3,100.00	$6,200.00
0458 1 11	BRIDGE DECK EXPANSION JOINT, NEW CONSTRUCTION, F&I POURED JOINT WITH BACKER	112	LF	$220.00	$24,640.00
0458 1 12	BRIDGE DECK EXPANSION JOINT, NEW CONSTRUCTION, F&I STRIP SEAL	73	LF	$1,300.00	$94,900.00
0460 2 2	STRUCT STEEL, LOW ALLOY	847405	LB	$7.10	$6,016,575.50

ATTACHMENT 1

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
0506 3	BRIDGE DRAINS	2	EA	$35,000.00	$70,000.00
0515 2 111	PEDESTRIAN/BICYCLE RAILING	1016	LF	$275.00	$279,400.00
0560-1-101	COATING NEW STRUCTURAL STEEL - HIGH PERFORMANCE COATING SYSTEM	1	LS	$600,000.00	$600,000.00
26 56 29	RAILING LIGHT FIXTURE TYPE G	102	EA	$600.00	$61,200.00
26 05 33	4"x4"x2" WEATHERPROOF JUNCTION BOX	149	EA	$325.00	$48,425.00
26 05 33	4"x4"x4" WEATHERPROOF JUNCTION BOX	18	EA	$360.00	$6,480.00
26 05 33	1" GRC CONDUIT	2350	LF	$50.00	$117,500.00
0630 2 16	1" SCH 80 PVC (EMBEDDED CONDUIT)	854	LF	$58.00	$49,532.00
26 05 33	1" LFMC CONDUIT	54	LF	$82.00	$4,428.00
26 05 33	1 1/4" LFMC CONDUIT	3	LF	$440.00	$1,320.00
0630 2 16	1 1/2" SCH 80 PVC (EMBEDDED CONDUIT)	65	LF	$120.00	$7,800.00
26 05 33	1 1/2" LFMC CONDUIT	36	LF	$82.20	$2,959.20
0630 2 16	2" SCH 80 PVC (EMBEDDED CONDUIT)	875	LF	$72.00	$63,000.00
26 05 33	2" LFMC CONDUIT	161	LF	$105.00	$16,905.00
26 05 19	#8 COPPER STRANDED CONDUCTORS FOR LIGHT FIXTURE TYPE G	9960	LF	$4.70	$46,812.00
26 05 19	#8 COPPER STRANDED CONDUCTORS FOR LIGHT FIXTURE TYPE B	1530	LF	$4.70	$7,191.00

ATTACHMENT 1

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
26 05 19	#10 COPPER STRANDED CONDUCTORS FOR BLUE LIGHT STATION	660	LF	$2.80	$1,848.00
26 05 26, 26 05 19	#4/0 COPPER STRANDED CONDUCTORS FOR GROUNDING SYSTEM AT EACH PIER	1030	LF	$24.00	$24,720.00
31 20 00	EXCAVATION	4004	CY	$18.00	$72,072.00
31 20 00	FILL	3147	CY	$32.00	$100,704.00
32 92 23	TURF AND GRASSES	57775	SF	$1.00	$57,775.00
32 84 00	IRRIGATION SYSTEM	1	LS	$60,000.00	$60,000.00
OA	OWNER'S ALLOWANCE	1	OA	$1,000,000.00	$1,000,000.00
	Total				$22,214,397.70

NOTE: Basis of payment will be in accordance with the technical specifications applicable to each Bid Item Number.

The undersigned accepts as true and correct the Total Bid Amount and DBE Commitment Percentage calculation contained in this Bid Tabulation.

DBE Participation Commitment		
	A	**B**
Total DBE Commitment Amount from Validated Letter of Intent	$2,267,103.00	
Total Bid Amount		$22,214,397.70
DBE Commitment Percentage (equals A/B)	10.2%	

Name of Contractor: _____

Signature of Contractor: _____

Title: _____

Date: _____

NOTE:

The DBE Commitment percentage is established in accordance with the Owner's DBE Policy as stated in Section 00100 INSTRUCTIONS TO BIDDERS and supported by the Letter(s) of Intent submitted by the Contractor with the bid. The Total DBE Commitment Percentage may only be modified by a Change Order.

SECTION 00610
COMMON LAW PERFORMANCE BOND

Hillsborough County Official Use Only

BOND NO. _____

STATE OF _____

COUNTY OF _____

BY THIS BOND The Middlesex Corporation, whose principal business address is _____
_____,
business phone number is _____ as Principal, hereinafter "Contractor", and_____, whose principal business address is _____, business phone number is _____as Surety, hereinafter "Surety", are held and firmly bound to the Hillsborough County Aviation Authority, whose principal address is P.O. Box 22287, Tampa, Florida 33622, business phone number is (813) 870-8700, as Obligee, hereinafter "Owner", in the amount of Twenty-Two Million Two Hundred Fourteen Thousand Three Hundred Ninety-Seven and Seventy-One Hundredths Dollars (U. S.) ($22,214,397.70) for the payment of which Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, as provided herein.

WHEREAS, Contractor has by written Contract dated **August 7, 2025,** entered into an agreement with Owner for **AUTHORITY PROJECT NUMBER 8500 23 AIRSIDE D DEVELOPMENT PROGRAM GUIDEWAY STRUCTURE at TAMPA INTERNATIONAL AIRPORT** to perform in accordance with the Contract, and the Contract Documents incorporated by reference in the Contract or otherwise. The Contract is incorporated by reference into this Performance Bond, hereinafter "Bond".

It is the condition of this Bond that if the Contractor performs its Contract obligations (the "Work"), then the Surety's obligations under this Bond are null and void; otherwise, the Surety's obligations will remain in full force and effect.

The Contractor will perform, carry out, and abide by all the terms, conditions, and provisions of the Contract and complete the Work in accordance with its terms. If the Contractor fails to perform its Contract obligations, it will be the duty of the Surety to promptly assume responsibility for the performance of the Contract, including but not limited to completion of the Work. The Surety must and does hereby agree to indemnify the Owner and hold it harmless of, from and against any and all liability, loss, cost, damage, expense, attorney fees, including appellate proceedings, engineering and architectural fees or other professional services which the Owner may incur or which may accrue or be imposed upon the Owner by reason of any negligence, default, breach or misconduct on the part of the Contractor, Contractor's agents, servants, subcontractors or employees, in, about, or on account of the Work or performance of the Contract. Surety will be required to repay and reimburse the Owner, promptly upon demand, all sums of money including, but not limited to, attorney, architect, engineer, and any other professional fees reasonably paid out or expended by the Owner on account of the failure or refusal of the Contractor to carry out, perform, or comply with any of the terms, conditions or provisions of the Contract including, but not limited to, the guarantee of the Work and materials furnished under the Contract for the time specified in the Contract.

Hillsborough County Official Use Only

The Surety hereby stipulates and agrees that any modification, omission, or addition, in or to the terms of the Contract, including the Contract Documents, will not affect the obligation of the Surety under this Bond.

Signed and sealed this _____ day of _____, 20___.

CONTRACTOR MUST INDICATE WHETHER CORPORATION, PARTNERSHIP, COMPANY, (OR INDIVIDUAL). THE PERSON SIGNING FOR THE CONTRACTOR WILL SIGN HIS/HER OWN NAME AND SIGN CORPORATE TITLE. WHEN THE PERSON SIGNING FOR A CORPORATION IS OTHER THAN THE PRESIDENT OR VICE PRESIDENT, HE/SHE MUST FURNISH A CORPORATE RESOLUTION SHOWING HIS/HER AUTHORITY TO BIND THE CORPORATION.

(Affix Contractor's Corporate Seal)

_____ By: _____

Name of Contractor (Signature)

Type Name and Title Below: Address:_____

_____

_____ _____

Telephone Number Fax Number

(Affix Surety's Corporate Seal)

_____

Name of Surety

By: _____ By: _____

Attorney in Fact for Surety (Signature) Florida Licensed Agent (Signature)

Type name of Attorney in Fact: _____ Type name of Fla. Licensed Agent: _____

Attorney in Fact Address:_____ License Number_____

Attorney in Fact Address:_____ Agent Address:_____

_____ _____

_____ _____

Telephone Number Fax Number Telephone Number Fax Number

(ATTACH "SURETY'S BOND AFFIDAVIT" ON COPY OF FORM BOUND IN THESE SPECIFICATIONS).
(ATTACH "POWER OF ATTORNEY" FOR SURETY COMPANY REPRESENTATIVE).

Hillsborough County Aviation Authority

THE FOREGOING BOND IS HEREBY APPROVED FOR LEGAL SUFFICIENCY:

By:_____ By:_____

Michael Kamprath, Assistant General Counsel

THIS BOND MUST BE RECORDED IN THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, PRIOR TO COMMENCING ANY WORK UNDER THE CONTRACT.

Hillsborough County Official Use Only

SECTION 00620
STATUTORY PAYMENT BOND

BOND NO. _____

STATE OF _____

COUNTY OF _____

BY THIS BOND, The Middlesex Corporation whose principal business address is _____, business phone number is _____ as Principal, hereinafter "Contractor", and_____, whose principal business address is _____, business phone number is _____ as Surety, hereinafter "Surety", are held and firmly bound to the Hillsborough County Aviation Authority, whose principal business address is P.O. Box 22287, Tampa, Florida 33622, business phone number is (813) 870-8700, as Obligee, hereinafter "Owner", in the amount of Twenty-Two Million Two Hundred Fourteen Thousand Three Hundred Ninety-Seven and Seventy-One Hundredths Dollars (U. S.) ($22,214,397.70) for the payment of which Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, as provided herein.

THE CONDITION OF THIS BOND is that if Contractor:

1. Performs the Contract dated **August 7, 2025,** between Contractor and Owner for **AUTHORITY PROJECT NUMBER 8500 23 AIRSIDE D DEVELOPMENT PROGRAM GUIDEWAY STRUCTURE at TAMPA INTERNATIONAL AIRPORT,** the Contract being made a part of this Bond by reference, at the times and in the manner prescribed in the Contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Contractor with labor, materials, or supplies, used directly or indirectly by Contractor in the prosecution of the work provided for in the Contract; and

3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Contractor under the Contract; and

4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this Bond is void; otherwise it remains in full force.

Any action instituted by claimant under this Bond for payment must be in accordance with the notice and time limitation provisions in Sections 255.05(2) and (10), Florida Statutes.

Hillsborough County Official Use Only

SECTION 00620
STATUTORY PAYMENT BOND

Any changes in or under the Contract Documents and compliance or non-compliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this Bond.

Signed and sealed this _____ day of _____, 202___.

CONTRACTOR MUST INDICATE WHETHER CORPORATION, PARTNERSHIP, COMPANY, (OR INDIVIDUAL). THE PERSON SIGNING FOR THE CONTRACTOR WILL SIGN HIS/HER OWN NAME AND SIGN CORPORATE TITLE. WHEN THE PERSON SIGNING FOR A CORPORATION IS OTHER THAN THE PRESIDENT OR VICE PRESIDENT, HE/SHE MUST FURNISH A CORPORATE RESOLUTION SHOWING HIS/HER AUTHORITY TO BIND THE CORPORATION.

(Affix Contractor's Corporate Seal)

_____ By: _____
Name of Contractor (Signature)

Type Name and Title Below: Address:_____

_____ _____
Telephone Number Fax Number

(Affix Surety's Corporate Seal)

_____
Name of Surety

By: _____ By: _____
Attorney in Fact for Surety (Signature) Florida Licensed Agent (Signature)

Type name of Attorney in Fact:_____ Type name of Fla. Licensed Agent:_____
License Number:_____

Attorney in Fact Address:_____ Agent Address:_____

_____ _____

_____
Telephone Number Fax Number Telephone Number Fax Number

(ATTACH "SURETY'S BOND AFFIDAVIT" ON COPY OF FORM BOUND IN THESE SPECIFICATIONS).
(ATTACH "POWER OF ATTORNEY" FOR SURETY COMPANY REPRESENTATIVE).

Hillsborough County Aviation Authority

By:_____

THE FOREGOING BOND IS HEREBY APPROVED FOR LEGAL SUFFICIENCY:

By:_____
Michael Kamprath, Assistant General Counsel

THIS BOND MUST BE RECORDED IN THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY FLORIDA PRIOR TO COMMENCING ANY WORK UNDER THE CONTRACT.

Hillsborough County Official Use Only

SECTION 00620
STATUTORY PAYMENT BOND

STATE OF _____
COUNTY OF _____

BEFORE ME, the undersigned authority, personally appeared _____, who being duly sworn, deposes and says that they are a duly authorized Florida agent, properly licensed under the laws of the State of Florida, to represent _____, a company authorized to make corporate surety bonds under the laws of the State of Florida (the "Surety").

Said _____ further certifies that as agent for the said Surety, they have countersigned the attached Bond as the Florida Licensed Agent in the sum of Twenty-Two Million Twenty-Two Million Two Hundred Fourteen Thousand Three Hundred Ninety-Seven and Seventy-One Hundredths Dollars (U. S.) ($22,214,397.70) on behalf of _____ to the **HILLSBOROUGH COUNTY AVIATION AUTHORITY** covering **the PROJECT NO. 8500 23 AIRSIDE D DEVELOPMENT PROGRAM GUIDEWAY STRUCTURE at TAMPA INTERNATIONAL AIRPORT**.

Said _____ further certifies that the premium on the said Bonds is _____, which will be paid in full directly to them as agent and included in their regular accounts to the said Surety, and that they will receive their regular commission as agent for the execution of said Bond and that their commission will not be divided with anyone except to _____, who is a duly authorized insurance agent properly licensed under the laws of the State of Florida.

SIGNED:

By: _____
Florida Licensed Insurance Agent (Signature)

Type Name or Agent Below:

_____

Address of Agent: _____

_____

Telephone Number: _____

FAX Number: _____

Florida License Number: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this ____ day of _____, 2025, by _____ as
(Name of person)
_____, for _____ .
(type of authority) (name of party on behalf of whom contract was executed)

_____
Signature of Notary

_____
Print, Type, or Stamp Commissioned Name of Notary

Personally Known OR Produced Identification
Type of Identification Produced

SECTION 00650 - INSURANCE REQUIREMENTS

PART 1 - GENERAL CONDITIONS

1.01 INSURANCE COVERAGE AND LIMITS

A. Contractor agrees to provide its full limits for every policy specified herein, without restriction or reduction, and to the extent required by the Florida Department of Transportation Public Transportation Grant Agreement, shall require the same of all of its contractors, subcontractors, suppliers, consultants, and sub consultants at each tier. To the extent that there is any exclusion, deficiency, reduction, or gap in a policy, which makes the insurance more restrictive than the coverage required, the Contractor agrees to remain responsible and obligated to make the Owner whole as if the Contractor and all of its contractors, subcontractors, suppliers, consultants, and subconsultants at each tier fully met the insurance requirements of the contract. Every policy shall be maintained without interruption or amendment throughout the life of this Contract, including but not limited to any warranty or limitation periods and for any period of extension described herein. In the event the Contractor becomes in default of any requirements the Owner reserves the right to take whatever actions deemed necessary to protect its interests. The Contractor shall require every policy, other than Workers' Compensation, Employer's Liability, and Professional Liability, to be endorsed to include the Owner, members of the Owner's governing body, and the Owner's officers, volunteers, agents, and its employees as additional insureds. To the extent required by the Florida Department of Transportation Public Transportation Grant Agreement, the Contractor shall also ensure that the Florida Department of Transportation is added as an additional insured on the Commercial General Liability policy of the Contractor. There shall be no language in any policy, endorsement, or exclusion that reduces or limits recovery to any amount less than the full policy limits. The Contractor will submit evidence that it, and to the extent required by the Florida Department of Transportation Public Grant Agreement, all subcontractors, suppliers, consultants, and subconsultants at each tier have complied with this provision to the Owner before any work or service commences under this contract. Such evidence shall describe the full policy limits along with any deductible, retentions, attachment points, and any deviation from a fully insured program.

1. Workers' Compensation/Employer's Liability:

   The Contractor shall not allow its coverage, or that of any of its contractors, subcontractors, suppliers, consultants, or subconsultants at each tier, to drop below or become encumbered below the following minimum limits of insurance:

Part One:	"Statutory"
Part Two:	
Each Accident	$1,000,000
Disease - Policy Limit	$1,000,000
Disease - Each Employee	$1,000,000

   It is the responsibility of the Contractor to ensure that all entities and person(s) working for or behalf of itself or any contractor, subcontractor, supplier, subconsultant, independent contractor, sole proprietorship, partner, “leased employee”, person obtained through a professional employer organization (“PEO’s”), operator, and any personnel obtained under

an agreement, including equipment rental agreements have Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law.

2. Commercial General Liability:

The Contractor will maintain and ensure that all contractors, subcontractors, suppliers, consultants, and subconsultants at each tier has Commercial General Liability insurance providing continuous coverage for all liability resulting out of, or in connection with, any ongoing operations performed by, including the use or occupancy of Owner premises, or on behalf of the Contractor under this Contract. The insurance required under this contract shall be the full policy limits without reduction or limitation.

The limits of coverage required shall apply fully to the work or operations performed under this Contract and may not be shared with or diminished by claims unrelated to this Contract. The coverage cannot contain any deductible, retention or self-insurance without prior approval of the Owner and must clearly identify any such deductible, retention or other than a fully insured plan. Any deductible, retention, or self-insurance will be the responsibility of and paid by the First Named Insured and not by the Owner. To the extent required by the Florida Department of Transportation Public Transportation Grant Agreement, the Commercial General Liability insurance of Contractor may not contain or be subject to any self-insured retentions.

Such coverage shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. It is to be written on an "occurrence" basis on a form no more restrictive than ISO Form CG 00 01 10 01 and shall include Products/Completed Operations coverage. Additional insured coverage shall be provided on a form no more restrictive than ISO Form CG 20 10 10 01 and CG 20 37 10 01. The policy or policies shall not include a Contractual Liability Limitation (ISO CG 21 39), a Limitation of Coverage to Designated Premises or Project (CG 21 44), or any endorsement that similarly restricts or limits coverage to the Owner. The Contractor shall not allow its coverage to drop below or become encumbered below the following minimum limits of insurance:

	Contract Specific
General Aggregate	$20,000,000
Each Occurrence	$20,000,000
Personal and Advertising Injury Each Occurrence	$20,000,000
Products/Completed Operations Aggregate	$20,000,000

To the extent required by the Florida Department of Transportation Public Transportation Grant Agreement, Contractor shall ensure that all of its contractors, subcontractors, suppliers, consultants, or subconsultants at each tier procure and maintain Commercial Liability Insurance with the following minimum limits of insurance:

General Aggregate	$5,000,000
Each Occurrence	$1,000,000

Products and Completed operations coverage will be maintained for a period of three (3)

years from the date of termination of this Contract.

3. Business Auto Liability:

The Contractor agrees to provide its full policy limits for commercial auto coverage, without restriction or reduction, on all owned, hired and non-owned vehicles. Coverage shall be provided on a form no more restrictive than ISO Form CA 00 01. The Contractor shall not allow its coverage to drop below or become encumbered below the following minimum limits of insurance:

Each Occurrence – Bodily Injury and Property Damage Combined	$1,000,000

4. Builders Risk Coverage:

Builders Risk Coverage will be maintained by the Contractor and evidenced on the certificate during the life of the project. The required limits for this coverage will be the Contract sum amount or $5,000,000 whichever is the lesser amount).

Limits of Coverage will be: $_____
(amount to be inserted after bid is opened)

5. Environmental Impairment (Pollution) Liability: NOT USED.

Utility and Railroad Protective Liability

When work performed under this Contract is on or in the vicinity of utility-owned property or facilities the utility shall also be listed as an additional insured along with the Owner and State of Florida, Department of Transportation in the manner as described herein.

If the work performed is on or in the vicinity of a railroad right-of-way, including any encroachments thereon from such work or operations, the entities and persons involved shall require, procure, and maintain Railroad Protective Liability Coverage. Such coverage shall be no more restrictive than that provided by the latest occurrence form edition of the Railroad Protective Liability Coverage (ISO Form CG 00 35) as filed for use in the State of Florida.

Contractor agrees to provide its full policy limits for any Utility or Railroad, without restriction or reduction, and shall require the same of all of its contractors, subcontractors, consultants, and subconsultants at each tier. The Contractor shall not allow its coverage or that of any of its contractors, subcontractors, consultants, or subconsultants at each tier required to have this coverage to drop below or become encumbered below $2,000,000 combined single limit for bodily injury and/or property damage for each occurrence or have an annual aggregate of less than a $6,000,000, inclusive of amounts provided by an umbrella or excess policy.

The coverage shall include the railroad and utility along with the Owner and State of Florida, Department of Transportation as additional insureds in the manner as described herein.

CONTRACTUAL INSURANCE TERMS AND CONDITIONS

This Section incorporates the Owner's Standard Procedure S250.06 and establishes the insurance terms and conditions associated with contractual insurance requirements. This Section is applicable to all Contractors with Owner contracts, and to the extent required by the Florida Department of Transportation Public Transportation Grant Agreement, includes every contractor, subcontractor, consultant, and subconsultant at each tier. Unless otherwise provided herein, any exceptions to the following conditions or changes to required coverages or coverage limits must have prior written approval from the Owner.

INSURANCE COVERAGE:

A. Procurement of Coverage:

With respect to each of the required coverages, the Contractor will, at the Contractor's expense, procure, maintain and keep in force the types and amounts of insurance conforming to the minimum requirements set forth in the applicable contract. In addition to the extent required by Florida Department of Transportation Public Transportation Grant Agreement, the Contractor shall further require that all contractors, subcontractors, suppliers, consultants, and sub-consultants at each tier satisfy and meet all the requirements of the applicable Grant Agreement, including the terms and conditions of this Standard Procedure. Coverage will be provided by insurance companies eligible to do business in the State of Florida and having an AM Best rating of A- or better and a financial size category of VII or better. Utilization of non-rated companies, companies with AM Best ratings lower than A-, or companies with a financial size category lower than VII must be submitted by the company to the Owner Director of Risk Management for approval prior to use. The Owner retains the right to approve or disapprove the use of any insurer, policy, risk pooling or self-insurance program.

B. Term of Coverage:

Except as otherwise specified in the contract, the insurance will commence on or prior to the effective date of the contract and will be maintained in force throughout the duration of the contract, including but not limited to any warranty or limitation periods and for any period of extended coverage required in the contract. If a policy is written on a claims-made form, the retroactive date must be shown and this date must be before the earlier of the date of the execution of the contract or the beginning of contract work, and the coverage must respond to all claims reported within three years following the period for which coverage is required unless a longer period of time is otherwise stated in the contract.

C. Reduction of Aggregate Limits:

Each insurance policy will be specifically endorsed to require the insurer to provide written notice to the Owner at least thirty (30) calendar days (or ten (10) calendar days prior notice for non-payment of premium) prior to any cancellation, non-renewal or adverse change, initiated by the insurer, and applicable to any policy or coverage described in the contract or in this Standard Procedure. The endorsement will specify that such notice will be sent to:

Hillsborough County Aviation Authority
Attn.: Chief Executive Officer

Tampa International Airport
Post Office Box 22287
Tampa, Florida 33622

Additionally, to the extent required by Florida Department of Transportation Public Transportation Grant Agreement, the workers' compensation, commercial general liability and railroad protective insurance of every contractor, subcontractor, consultant, and sub-consultant at each tier shall be specifically endorsed to require the insurer to provide the Florida Department of Transportation notice within 10 days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described in the contract or this Standard Procedure.

D. No waiver by approval/disapproval:

The Owner accepts no responsibility for determining whether the company or any contractor, subcontractor, consultant, or sub-consultant at each tier is in full compliance with the insurance coverage required by the contract. The Owner's approval or failure to disapprove any policy, endorsement coverage, or Certificate of Insurance does not relieve or excuse the company of any obligation to procure and maintain the insurance required in the contract or in this Standard Procedure, nor does it serve as a waiver of any rights or defenses the Owner may have.

E. Future Modifications – Changes in Circumstances:

1. Changes in Coverage and Required Limits of Insurance

The coverages and minimum limits of insurance required by the contract are based on circumstances in effect at the inception of the contract. If, in the opinion of the Owner, circumstances merit a change in such coverage or minimum limits of insurance required by the contract, the Owner may change the coverage and the minimum limits of insurance required, and the Contractor will, within sixty (60) calendar days of receipt of written notice of a change in the coverage and/or the minimum limits required, comply with such change and provide evidence of such compliance in the manner required by the contract. Provided, however, that no change in the coverages or minimum limits of insurance required will be made by the Owner until at least two (2) years after inception of the contract. Subsequent changes in the coverage or minimum limits of insurance required will not be made by the Owner until at least two (2) years after any prior change by the Owner unless extreme conditions warrant such change and are agreeable to both parties. To the extent required by Florida Department of Transportation Public Transportation Grant Agreement, any such change or modification in coverage or limits shall also apply to the contractors, subcontractors, suppliers, consultants, and sub-consultants at each tier.

If, in the opinion of the Owner, compliance with the insurance requirements is not commercially practicable for the Contractor, contractors, subcontractors, suppliers, consultants or subconsulants at any tier, at the written request of the Contractor, the Owner may, at its sole discretion and subject to any conditions it deems appropriate, relax or temporarily suspend, in whole or in part, the insurance requirements which would otherwise apply to the Contractor, contractors, subcontractors, suppliers, consultants, and sub-consultants at any tier. Any such modification will be subject to the prior written approval of the Owner's General Counsel and Executive Vice President of Legal Affairs or designee, and subject to the conditions of such approval.

F. Proof of Insurance – Insurance Certificate:

1. Prior to Work, Use or Occupancy of Owner's Premises

The Contractor and, to the extent required by Florida Department of Transportation Public Transportation Grant Agreement, the Contractor's contractors, subcontractors, suppliers, consultants, and sub-consultants at each tier will not commence work, or use or occupy Owner's premises in connection with the contract until the required insurance is in force, preliminary evidence of insurance acceptable to the Owner has been provided to the Owner, and the Owner has granted permission to the company to commence work or use or occupy the premises in connection with the contract.

2. Proof of Insurance Coverage

As preliminary evidence of compliance with the insurance required by the contract, the Contractor will furnish the Owner with an ACORD Certificate of Liability Insurance (Certificate) reflecting the required coverage described in the contract and this Standard Procedure.

The Certificate must:

a. Be signed by an authorized representative of the insurer. Contractor will furnish the Owner with endorsements effecting coverage required by the contract. The endorsements are to be signed by a person authorized by insurer to bind the coverage on the insurer's behalf;
b. State that: "Hillsborough County Aviation Authority, members of the Authority's governing body and the Authority's officers, volunteers, agents, and its employees are additional insureds for all policies described above other than workers' compensation employer's liability and professional liability";
c. To the extent required by Florida Department of Transportation Public Transportation Grant Agreement, state that the Florida Department of Transportation is an additional insured for commercial general liability;
d. The insurers for all policies shown on the Certificate have waived their subrogation rights against the Authority;
e. Indicate that the Certificate has been issued in connection with the contract;
f. Indicate the amount of any deductible or self-insured retention applicable to all coverages;
g. State that the deductible or self-insured retention is the responsibility of the Contractor; and
h. Identify the name and address of the Certificate holder as:

Hillsborough County Aviation Authority
Attn.: Chief Executive Officer
Tampa International Airport
Post Office Box 22287
Tampa, Florida 33622;

If requested by the Owner, the Contractor will, within fifteen (15) calendar days after receipt of written request from the Owner, provide the Owner, or make available for review, a certified complete copy of the policies of insurance. The Contractor may redact those portions of the insurance policies that are not relevant to the coverage required by the contract. The Contractor will provide the Owner with

renewal or replacement evidence of insurance, acceptable to the Owner, prior to expiration or termination of such insurance.

G. Deductibles, Self-Insurance, Alternative Risk or Insurance Programs:

1. All deductibles, as well as all self-insured retentions and any alternative risk or insurance programs (including, but not limited to, the use of captives, trusts, pooled programs, risk retention groups, or investment-linked insurance products), must be approved by the Owner's General Counsel and Executive Vice President of Legal Affairs or designee. The Contractor agrees to provide all documentation necessary for the Owner to review the deductible, self-insurance or alternative risk or insurance program.

2. The Contractor will pay on behalf of the Owner, members of the Owner's governing body, the Owner's officers, volunteers, agents and its employees and to the extent required by the Florida Department of Transportation Grant Agreement, any deductible, self-insured retention (SIR), or difference from a fully insured program which, with respect to the required insurance, is applicable to any claim by or against the Owner, or any member of the Owner's governing body, or any officer or employee of the Owner.

3. The contract by the Owner to allow the use of a deductible, self-insurance or alternative risk or insurance program will be subject to periodic review by the Director of Risk Management. If, at any time, the Owner deems that the continued use of a deductible, self-insurance, or alternative risk or insurance program by the Contractor should not be permitted, the Owner may, upon sixty (60) calendar days' written notice to the company, require the Contractor to replace or modify the deductible, self-insurance, or alternative risk or insurance program in a manner satisfactory to the Owner.

4. Any deductible amount, self-insurance, or alternative risk or insurance program's retention will be included and clearly described on the Certificate prior to any approval by the Owner. This is to include fully insured programs as to a zero deductible per the policy. Owner reserves the right to deny any Certificate not in compliance with this requirement.

5. To the extent required by Florida Department of Transportation Public Transportation Grant Agreement, the commercial general liability may not be subject to a self-insured retention. Subject to approval by the Owner under sub-paragraphs 1-4 above, the commercial general liability may contain a deductible, provided that such deductible shall be paid by the named insured.

H. Contractor's Insurance Primary:

The insurance required by the contract will apply on a primary and non-contributory basis. Any insurance or self-insurance maintained by the Owner will be excess and will not contribute to the insurance provided by or on behalf of the Contractor.

To the extent required by Florida Department of Transportation Public Transportation Grant Agreement, the coverage afforded to the Florida Department of Transportation as an additional insured under the Commercial General Liability policy shall be primary coverage.

I. Incident Notification:

In accordance with the requirements of Standard Procedure S250.02, the Contractor will promptly notify the Airport Operations Center (AOC) of all incidents involving bodily injury or property damage occurring on Authority-owned property, tenant owned property or third-party property.

J. Customer Claims, Issues, or Complaints:

In addition to complying with all terms outlined in Standard Procedure S250.02, all customer claims, issues, or complaints involving property damage or bodily injury related to the Contractor will be promptly handled, addressed and resolved by the Contractor.

The Contractor will track all customer claims, issues, or complaints involving property damage or bodily injury and their status on a Claims Log available for review, as needed, by Risk Management. The Claims Log should include a detailed report of the incident along with the response and/or resolution. Risk Management has the option to monitor all incidents, claims, issues or complaints where the Owner could be held liable for injury or damages.

K. Applicable Law:

With respect to any contract entered into by the Owner with a value exceeding $10,000,000, if any required policy or program is: (i) issued to a policyholder outside of Florida or (ii) contains a "choice of law" or similar provision stating that the law of any state other than Florida shall govern disputes concerning the policy, then such policy or program must be endorsed so that Florida law (including but not limited to Part II of Chapter 627 of the Florida Statutes) will govern any and all disputes concerning the policy or program in connection with claims arising out of work performed pursuant to the Contract. The Contractor will ensure that all contractors, subcontractors, suppliers, consultants, and subconsultants at each tier are contractually bound and remain in compliance with this provision.

L. Waiver of Subrogation:

The Contractor, for itself and on behalf of its insurers, to the fullest extent permitted by law without voiding the insurance required by the Contract, waives all rights against the Owner, members of the Owner's governing body and the Owner's officers, volunteers, agents and its employees, as well as the State of Florida, Department of Transportation, including the Department's officers and its employees for damages or loss to the extent covered and paid for by any insurance maintained by the Contractor. The Contractor shall require all contractors, subcontractors, suppliers, consultants and subconsultants at each tier for themselves and their insurers, to the fullest extent permitted by law without voiding the insurance required by the Contract, to waive all rights against the Owner, members of the Owner's governing body and the Owner's officers, volunteers, agents and its employees, as well as the State of Florida, Department of Transportation, including the Department's officers and its employees for damages or loss to the extent covered and paid for by any insurance maintained by the Contractor to the extent covered and paid for by any insurance maintained by the Contractor's contractors, subcontractors, suppliers, consultants and subconsultants at each tier. The Contractor shall further require that all contractors, subcontractors, suppliers, consultants, and subconsultants at each tier include the following in every contract and on each policy the following:

"Hillsborough County Aviation Authority, members of the Authority's governing body and the

Authority's officers, volunteers, agents, and its employees, as well as the State of Florida, Department of Transportation, including the Department's officers and its employees are additional insureds for the coverages required by all policies as described above other than workers compensation and professional liability."

M. Contractor's Failure to Comply with Insurance Requirements:

1. Owner's Right to Procure Replacement Insurance

If, after the inception of this Contract, the Contractor or any of its contractors, subcontractors, suppliers, consultants, or subconsultants fails to fully comply with the insurance requirements of the Contract, in addition to and not in lieu of any other remedy available to the Owner provided by the Contract, the Owner may, at its sole discretion, procure and maintain on behalf of the Contractor, insurance which provides, in whole or in part, the required insurance coverage.

2. Replacement Coverage at Sole Expense of Contractor

The entire cost of any insurance procured by the Owner pursuant to this Attachment will be paid by the Contractor. At the option of the Owner, the Contractor will either directly pay the entire cost of the insurance or immediately reimburse the Owner for any costs incurred by the Owner, including all premiums, fees, taxes, and fifteen percent (15%) for the cost of administration.

a. Contractor to Remain Fully Liable

The Contractor agrees to remain fully liable for full compliance with the insurance requirements in the Contract and shall require the same of all of its contractors, subcontractors, suppliers, consultants, and subconsultants at each tier. To the extent that there is any exclusion, deficiency, reduction, or gap in a policy which makes the insurance more restrictive than the coverage required, the Contractor agrees to remain responsible and obligated to make the Owner whole as if the Contractor and all of its contractors, subcontractors, suppliers, consultants, and subconsultants at each tier fully met the insurance requirements of the contract.

b. Owner's Right to Terminate, Modify, or Not Procure

Any insurance procured by the Owner is solely for the Owner's benefit and is not intended to replace or supplement any insurance coverage which otherwise would have been maintained by the Contractor or by any of its contractors, subcontractors, suppliers, consultants, or sub-consultants at each tier. Owner is not obligated to procure any insurance pursuant to these requirements and retains the right, at its sole discretion, to terminate or modify any such insurance which might be procured by the Owner pursuant to this Attachment.

END OF SECTION

SECTION 00700 – GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

PART 1 – GENERAL CONDITIONS

1.01 BASIC DEFINITIONS

A. THE CONTRACT DOCUMENTS

The Contract Documents consist of:

1. The Project Manual containing the Bidding Documents, Bonds, Affidavits, Compliance Forms, Statements, Insurance Requirements and Documents, the Contract between the Owner and Contractor (herein referred to as the Contract), Conditions of the Contract (General Conditions), General Requirements and other Requirements, Reports, and Specifications.

2. The Drawings are the graphic and pictorial portions of the Contract Documents, wherever located and whenever issued, to the extent approved by Owner, showing the design, location and dimensions of the Work, and generally include plans, elevations, sections, details, models, electronic data, Building Information Modeling (BIM) schedules and diagrams.

3. All Addenda issued prior to, and all Modifications issued after, execution of the Contract.

   a. A Modification is a written amendment to the Contract signed by both parties including but not limited to a Supplemental Agreement. A Modification is also a Change Order, Work Order or written order for a change in the Work issued by the Owner.

B. THE CONTRACT

1. The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The parties will not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein.

2. No changes, amendments or modifications of any of the terms or conditions of the Contract will be valid unless reduced to writing and signed by both parties. The Contract may be amended or modified only by a Modification. Except as provided in Section 00510 – CONTRACT, paragraph 6, A, nothing contained in the Contract Documents will be construed to create any contractual relationship (1) between the Design Professional and the Contractor, (2) between the Owner or the Design Professional and a Subcontractor or Sub-Subcontractor, (3) between the Owner and the Design Professional, or (4) between any persons or entities other than the Owner and the Contractor. The Contract will be construed in accordance with the laws of the State of Florida. In any action initiated by one party against the other, venue will lie in Hillsborough County, Florida. The Design

Professional will, however, be entitled to performance and enforcement or obligations under the Contract intended to facilitate performance of the Design Professional's duties.

a. The Contractor will not assign, transfer, convey or otherwise dispose of the Contract or its right, title or interest in it without previous consent of the Owner which consent will not be unreasonably withheld. Owner's consent to any assignment will not relieve the Contractor of any of its agreements, responsibilities, or obligations under this Contract, and the Contractor will be and remain as fully responsible and liable for the defaults, acts, and omissions of the Contractor's assignees and Subcontractors arising in connection with the performance of this Contract.

b. Subject to the limitations upon assignment and transfer herein contained, this Contract will be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

c. The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

C. THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner or by separate contractors.

D. THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents, wherever located and whenever issued, showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

E. THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the Work, and performance of related services.

F. THE PROJECT MANUAL

The Project Manual is the volume(s) usually assembled for the Work which may include the bidding requirements, sample forms, Conditions of the Contract and Specifications.

1.02 EXECUTION, CORRELATION AND INTENT

A. The Contract Documents must be signed by the Owner and Contractor as provided in the Contract Documents.

B. Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be

performed and correlated personal observations with requirements of the Contract Documents.

C. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary and what is required by one will be as binding as if required by all. Performance by the Contractor will be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results.

D. Organization of the Specifications into divisions, sections and parts, and arrangement of Drawings, will not control the Contractor in dividing the Work among subcontractors or in establishing the extent of Work to be performed by any trade.

1. The Contractor and all Subcontractors will refer to all of the Drawings, including those showing primarily the Work of the mechanical, electrical and other specialized trades, and to all of the Sections of the Specifications, and will perform all Work reasonably inferable therefrom as being necessary to produce the indicated results.

E. Unless otherwise stated in the Contract Documents, words which have well-known technical, or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

F. If Work is required by the Drawings and Specifications in a manner which makes it impossible to produce first class Work, or should discrepancies appear among the Contract Documents, the Contractor will request an interpretation before proceeding with the Work. If the Contractor fails to make such a request, no excuse will thereafter be entertained for failure to carry out the Work in a satisfactory manner. Should conflict occur in or between the Drawings and Specifications, the Contractor is deemed to have estimated the more expensive way of doing the Work unless the Contractor will have asked for and obtained a written decision before submission of Contractor's Bid as to which method or materials will be required.

G. All Work mentioned or indicated in the Contract Documents will be performed by the Contractor as part of this Contract unless it is specifically indicated in the Contract Documents that such construction is not in the Contract. In the event of any conflict(s) among the Contract Documents, the precedence in resolving such conflict(s) will be as follows:

1. General Requirements will govern over General Conditions.

2. General Conditions will govern over Technical Specifications.

3. Technical Specifications will govern over Drawings.

4. Schedules will govern over Drawings.

5. Large-scale Drawings will govern over smaller scale Drawings.

6. Greater quantities will govern over lesser.

7. Higher quality, as adjudged by the Owner, will govern over lesser.

(The above precedence are in numerical order and they will be construed to mean the order of precedence.)

H. All indications or notations which apply to one of a number of similar situations, materials or processes will be deemed to apply to all such situations, materials or processes wherever they appear in the Work, except where a contrary result is clearly indicated by the Contract Documents.

I. Where codes, standards, requirements and publications of public and private bodies are referred to in the Contract Documents, references will be understood to be the latest edition, including all amendments thereto, in effect on the date of receiving bids, except where otherwise indicated.

J. Where no explicit quality or standards for materials or workmanship are established for Work, such Work is to be of first-class quality for the intended use and consistent with the quality of the surrounding Work and of the construction of the Project generally.

K. All manufactured articles, materials, and equipment will be applied, installed, connected, erected, started up, commissioned, tested, cleaned, and conditioned in accordance with the manufacturer's written or printed directions and instructions unless otherwise indicated in the Contract Documents.

L. The Mechanical, Electrical and Fire Protection Drawings are diagrammatic only and are not intended to show the alignment, exact physical locations or configurations of such Work. Such Work will be installed, without additional cost to the Owner, to clear all obstructions, permit proper clearances for the Work of other trades, and present an orderly appearance where exposed. Prior to beginning such Work, the Contractor will prepare coordination drawings and complete detailed layout drawings showing the exact alignment, physical location and configuration of the mechanical, electrical and fire protection installations and demonstrating to the Owner's satisfaction that the installations will comply with the preceding sentence. Coordination drawings and complete detailed layout drawings will be submitted for the Owner's review prior to the commencement of the Work.

M. Exact locations of fixtures and outlets will be obtained from the Owner as provided in Subparagraph 3.02 E. before the Work is roughed in. Work installed without such information from the Owner will be relocated at the Contractor's expense.

N. Test boring or soil test information included with the Contract Documents or otherwise made available to the Contractor was obtained by the Owner in the design of the Project or Work. The Owner does not warrant such information to the Contractor as an accurate (an exact) indication but is an approximate indication of subsurface conditions, and no claim for extra cost or extension of time resulting from reliance by the Contractor on such information will be allowed.

O. Where the Work is to fit with existing conditions or construction not included in this Contract, the Contractor will fully and completely join the Work with such conditions or construction, unless otherwise specified.

1.03 OWNERSHIP AND USE OF DESIGN PROFESSIONAL'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

All Drawings, Specifications and other documents furnished by the Design Professional or Owner are and will remain the property of the Owner. The Drawings, Specifications and other documents prepared by the Design Professional or Owner are instruments of the Design Professional's or Owner's service through which the work to be executed by the Contractor is described. The Contractor may retain one contract record set. Neither the Contractor nor any Subcontractor, Sub-Subcontractor or material or equipment supplier will own or claim a copyright in the Drawings, Specifications and other documents prepared by the Design Professional or Owner, and unless otherwise indicated, the Design Professional or Owner will be deemed the author of them and will retain all common law, statutory, copyright and other reserved rights. All copies of them, except the Contractor's record set, will be returned or suitably accounted for to the Design Professional or Owner, on request, upon completion of the Work. The Drawings, Specifications and other documents prepared by the Design Professional or Owner, and copies thereof furnished to the Contractor, are for use solely with respect to this Project. They are not to be used by the Contractor or any Subcontractor, Sub-Subcontractor or material or equipment supplier on other projects or for additions to this Project outside the scope of the work without the specific written consent of the Owner. The Contractor, Subcontractors, Sub-Subcontractors and material or equipment suppliers are granted a limited license to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Design Professional or owner appropriate to and for use in the execution of their work under the Contract Documents. All copies made under this license will bear the statutory copyright notice, if any, shown on the Drawings, Specifications and other documents prepared by the Design Professional or Owner. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Design Professional's or Owner's copyright or other reserved rights.

1.04 CAPITALIZATION

Terms capitalized in these general conditions include those which are (1) specifically defined, (2) the titles of numbered Parts and identified references to paragraphs, subparagraphs and clauses in the document or (3) the titles of other documents published.

1.05 INTERPRETATION

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

PART 2 – OWNER

2.01 DEFINITION

The Owner is the Hillsborough County Aviation Authority (Authority) and is referred to throughout the Contract Documents as if singular in number. The term "Owner" means Authority or the Owner's authorized representative.

2.02 INFORMATION AND SERVICES REQUIRED OF THE OWNER

A. The Owner will make available Record Documents and Drawings pertaining to the existing buildings and/or facilities relative to this Project. The Owner does not warrant the

accuracy and completeness of such Record Documents and Drawings, and they are not a part of the Contract Documents.

B. Information or services required of the Owner will be furnished by the Owner with reasonable promptness after receipt from the Contractor of a written request for such information or services.

C. The Contractor will be furnished free of charge, one copy of the Drawings and conformed Project Manuals. Additional sets can be made from the CD provided with the conformed set.

D. The foregoing are in addition to other duties and responsibilities of the Owner enumerated in Section 00700 –GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION.

2.03 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents as required by Paragraph 11.02 or persistently fails to carry out Work in accordance with the Contract Documents, the Owner, the Design Professional, or other authorized representatives, by written order signed personally, may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work will not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Subparagraph 6.01 C.

2.04 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven (7) calendar day period after receipt of written Notice from the Owner to begin and prosecute correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate change order will be issued deducting from payments then or thereafter due the Contractor the cost of correcting such deficiencies, including compensation for the Design Professional's or Owner's additional services and expenses made necessary by such default, neglect or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor will pay the difference to the Owner.

2.05 PERSONAL LIABILITY OF PUBLIC OFFICIALS

In carrying out any of the Contract provisions or in exercising any power or authority granted to it by this Contract, there will be no liability upon the Design Professional or Owner, its authorized representatives, or any officials of the Owner either personally or as an official of the Owner. It is understood that in such matters they act solely as agents and representatives of the Owner. The Contractor agrees to waive any personal claims it may have against the Design Professional, its authorized representative or any officials of the Owner including its Board members, officers, employees, agents and volunteers.

2.06 OWNER DIRECT PURCHASES

The Owner reserves the right, at the Owner's option, to direct purchase materials, equipment, supplies and furnishings involved in the Project, so as to save sales tax which would otherwise

have been due with regard to the purchase of the materials, equipment, supplies and furnishings. Pursuant to Section 212.08 Fla. Stat. and Rules 12A-1.094 and 12A-1.038 Fla. Admin. Code, the Owner and Contractor agree to the following procedure regarding the Owner's direct purchase from suppliers, vendors and materialmen of certain material, equipment, supplies and furnishings to be used in the Project:

A. The Contractor shall provide the Owner a list of all materials, equipment, supplies and furnishings required for the project and the proposed suppliers, vendors and materialmen for those materials, equipment, supplies and furnishings as well as the date upon which those materials, equipment, supplies and furnishings are required to be delivered to the site, a description of the materials, estimated quantities and prices. This list shall be submitted at the same time as the preliminary schedule of values and the Construction Schedule.

B. The Owner shall determine the materials, equipment, supplies and furnishings it will direct purchase and provide that information to the Contractor no later than sixty (60) calendar days after award of the Contract.

C. In order to not delay the project, the Contractor shall submit to the Owner no later than ten (10) calendar days prior to the date that the purchase order must be issued for timely delivery of the materials, equipment, supplies and/or furnishings a Purchase Order Requisition Form indicating the proposed supplier, vendor or materialman for the materials, equipment, supplies and furnishings, the description of the materials, equipment, supplies and furnishings and the price, quantity, delivery terms, delivery location, warranties and guarantees. Prior to the delivery of the Purchase Order Requisition Form, the Contractor must enter into a contractual relationship with the supplier, vendor or materialman that includes the materials, equipment, supplies and furnishings to be direct purchased and incorporates these terms. All purchase orders made by the Owner that direct purchase materials, equipment supplies or furnishings shall be subject to the Owner's standard PO terms and conditions which are made a part hereof.

D. The Contractor, prior to initiating the Purchase Order Requisition Form, will prepare and submit to the Owner a deductive change order request to the Contract. It is agreed that the Owner's purchase order will not be processed until the deductive change to the prime contract has been completed. No later than ten (10) calendar days after receipt of the Purchase Order Requisition Form, Owner shall prepare its Purchase Order for materials, equipment, supplies and furnishings specified by the Contractor which the Owner chooses to purchase directly. The Owner will deliver the Purchase Order to the Contractor and promptly upon receipt of each Purchase Order, Contractor shall verify the terms and conditions of the Purchase Order prior to Owner's issuance to supplier and in a manner to assure proper and timely delivery of items. After such verification by the Contractor, the Owner shall issue the Purchase Order to the supplier, vendor or materialman. The Purchase Order shall require that the supplier, vendor or materialman provide the required shipping and handling insurance and retain ownership until received in an acceptable condition by the Contractor. The Purchase Order shall also require that the supplier, vendor or materialman invoice the Owner directly for the purchase price of the Owner Direct Purchased materials, equipment, supplies and furnishings. The Purchase Order shall also require the delivery of the Owner Direct Purchased materials, equipment,

supplies and furnishings on the delivery date provided by the Contractor in the Purchase Order Requisition Form and shall indicate F.O.B. jobsite. The Owner's Purchase Orders shall contain or be accompanied by the Owner's exemption certificate and must include the Owner's name, address, and exemption number with issue and expiration date shown. The Owner shall issue each supplier, vendor or materialman a Certificate of Entitlement on the Certificate of Entitlement Form attached hereto with each Purchase Order.

E. Contractor shall be fully responsible for all matters relating to the receipt of materials, equipment, supplies and furnishings in accordance with these Procedures, including, but not limited to, verifying correct quantities, verifying documentation of orders in a timely manner, coordinating purchases, providing and obtaining all warranties and guarantees in favor of and for the benefit of the Owner required by the Contract Documents, inspection and acceptance of the goods at the time of delivery and insuring that all materials, equipment, supplies and furnishings meet the contract requirements and specifications. At the time of, and subsequent to, the delivery of such materials, equipment, supplies and furnishings, the Owner shall be liable for all loss or damage to materials, equipment, supplies and furnishings purchased pursuant to the Purchase Order. To the maximum extent permitted by law and in addition to the Contractor's obligations to provide insurance and defend the Owner, the Contractor agrees to indemnify and hold harmless the Owner, and its Board Members, officers, employees, servants, volunteers, and agents, from any and all claims of whatever nature resulting from non-payment of goods to suppliers, vendors and materialmen arising from the actions or directions of Contractor. In addition to the duty to indemnify and hold harmless, the Contractor agrees to defend the Owner, and its Board Members, officers, employees, servants, volunteers and agents from any and all claims of whatever nature resulting from non-payment of goods to suppliers, vendors and materialmen resulting from the actions or directions of the Contractor. Notwithstanding the foregoing, the Owner shall be responsible for payment of the invoices issued by the supplier, vendor or materialman pursuant to the procedures outlined herein and will rely on the Contractor's proper acceptance of the delivered materials, equipment, supplies and furnishings.

F. Upon receipt of the materials, equipment, supplies and furnishings, the Contractor shall verify in writing to the Owner that the materials, equipment, supplies and furnishings were received and agree to approve the invoice for payment. The invoice shall be thereupon furnished to the Owner for processing and payment in the manner as all other Owner invoices are processed. The Owner and Contractor shall agree to a deductive change order for the amount of the materials plus the amount of the sales tax saved through the direct purchase. These deductive change orders may be combined and issued monthly for the convenience of the Owner at the Owner's discretion.

G. The Contractor shall be responsible for obtaining and managing all warranties and guarantees in favor of and for the benefit of the Owner for all materials, equipment, supplies and furnishings as required by the Contract. All repairs, maintenance or damage repair calls shall be forwarded to the Contractor for resolution with the appropriate supplier, vendor or materialman pursuant to the terms of the warranty provisions contained elsewhere in the Agreement.

H. The transfer of possession of Owner Direct Purchased materials, equipment, supplies and furnishings from the Owner to the Contractor shall constitute a bailment for mutual benefit of the Owner and the Contractor. The Owner shall be considered the bailor and the Contractor the bailee of the Owner Direct Purchased materials, equipment, supplies and furnishings. Owner Direct Purchased materials, equipment, supplies and furnishings shall be considered returned to the Owner for purposes of its bailment at such time as they are incorporated into the Project or consumed in the process of completing the Project. Bailee shall have the duty to safeguard, store and protect all Owner Direct Purchased materials, equipment, supplies and furnishings.

I. The Contractor shall maintain insurance in favor of and for the benefit of the Owner pursuant to the Contract requirements which shall be sufficient to protect against any loss of or damage to Owner Direct Purchased materials, equipment, supplies and furnishings. Such insurance shall cover the full value of any Owner Direct Purchased materials, equipment, supplies and furnishings not yet incorporated into the Project from the time the Owner first takes title which shall be at the time of delivery and acceptance of the materials, equipment, supplies and furnishings by the Contractor as provided in above.

J. In order to arrange for the prompt payment to the supplier, vendor or materialman, the Contractor shall provide to the Owner, a list indicating the acceptance of the materials, equipment, supplies and furnishings in accordance with the established monthly Payment Request Schedule. The list shall include a copy of the applicable Purchase Order, invoices, delivery tickets, written acceptance of the delivered items, and such other documentation as may be reasonably required by the Owner. Upon receipt and verification of the appropriate documentation, the Owner shall prepare a payment to the supplier, vendor or materialman based upon the receipt of data provided. This payment will be released, delivered and remitted directly to the supplier, vendor or materialman by the Owner. The Contractor agrees to assist the Owner to immediately obtain partial or final release of lien waivers or bond waivers as appropriate.

K. From the time of delivery and acceptance, the Owner shall have and retain title to any and all Owner Direct Purchased materials, equipment, supplies and furnishings.

L. Risk of Loss

1. Notwithstanding any provision in this Agreement to the contrary, except with respect to tangible personal property purchased by the Owner for the purpose of receiving a tax exemption under Section 212.08(6), Fla. Stat., if any, the risk of loss shall remain with the Contractor until Final Completion.

2. The Owner shall retain the risk of loss of and damage to Owner furnished materials, equipment, supplies and furnishings for the purpose of receiving a tax exemption under Section 212.08(6), Fla. Stat., which meets the criteria in Rule 12A 1.094(4)(b)(1-4), Fla. Admin. Code, to determine if the Owner is the purchaser for the purposes of the tax exemption under Section 212.08(6), Fla. Stat.

3. The Owner shall be solely entitled to the proceeds paid and attributable to damage or loss to Owner furnished materials, equipment, supplies and furnishings under the Property/Builders Risk policies.

M. The Contractor shall provide a final summary of the materials, equipment, supplies and furnishings purchased directly by the Owner and the sales tax savings recognized by the Owner at the close out of the Project.

N. The current State Sales Tax is six percent (6%) and the current Hillsborough County Discretionary Sales Tax is one and a half percent (1.5%). The sales tax calculation is six percent (6%) on the total purchase and one and a half percent (1.5%) on the purchase up to and including the first $5,000.00.

2.07 FURNISHING RIGHTS-OF-WAY

The Owner will be responsible for furnishing all rights-of-way upon which the Work is to be constructed in advance of the Contractor's operations.

PART 3 – CONTRACTOR

3.01 DEFINITION

The Contractor is the person or entity identified as such in the Contract and is referred to throughout the Contract Documents as if singular in number. The term "Contractor" means the Contractor or the Contractor's authorized representative.

3.02 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

A. Prior to starting the Work, and at frequent intervals during the process thereof, the Contractor will carefully study and compare the Contract Documents with each other and with the information furnished by the Owner pursuant to Paragraph 2.02 B and will at once report to the Owner, any error, inconsistency or omission the Contractor may discover. Any necessary change will be ordered as provided in Part 7, CHANGES IN THE WORK, subject to the requirements of Paragraph 1.02 and other provisions of the Contract Documents.

1. If the Contractor proceeds with the Work without such notice to the Owner, having discovered such errors, inconsistencies or omissions, or if by reasonable study of the Contract Documents, the Contractor could have discovered such, the Contractor will bear all costs arising therefrom.

B. The Contractor will take field measurements and verify field conditions and will carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing activities. Errors, inconsistencies or omissions discovered will be reported to the Owner at once.

C. The Contractor will perform the work in accordance with the Contract Documents and submittals approved pursuant to Paragraph 3.12.

D. The Contractor will give the Owner timely notice of all additional Drawings, Specifications, or instructions required to define the Work in greater detail, or to permit the progress of the Work.

E. The Contractor will not proceed with any Work not clearly and consistently defined in detail in the Contract Documents, but will request additional Drawings or instructions from the Owner as provided in Subparagraph 3.02 D. If the Contractor proceeds with such Work without obtaining further Drawings, Specifications or instructions, the Contractor will correct Work incorrectly done at the Contractor's own expense.

3.03 SUPERVISION AND CONSTRUCTION PROCEDURES

A. The Contractor will supervise and direct the Work, using the Contractor's best skill and attention. The Contractor will be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract.

B. The Contractor will be responsible to the Owner for the acts and omissions of all entities or persons performing or supplying the Work under the Contract.

C. The Contractor will not be relieved of obligations for performing the Work in accordance with the Contract Documents either by activities or duties of the Owner in the administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the Contractor.

D. The Contractor will be responsible for inspection of portions of Work already performed under the Contract to determine that such portions are in proper condition to receive subsequent work.

E. All Work by the Contractor will be performed in a workmanlike manner, satisfactory to the Owner. The Contractor will provide adequate supervision and inspections to assure competent performance of the Work.

3.04 LABOR AND MATERIALS

A. Unless otherwise provided in the Contract Documents, the Contractor will provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. The word "provide" will mean furnish and install complete, including connections, unless otherwise specified.

B. The Contractor will enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor will not permit employment of unfit persons or persons not skilled in tasks assigned to them.

3.05 WARRANTY

A. In addition to any other warranties in this Contract, the Contractor warrants that Work performed under this Contract conforms to the Contract requirements and is free of any fault or defect in equipment, material, workmanship, or design furnished, or performed by the Contractor or any subcontractor or supplier at any tier. Furthermore, the warranty

provided in this Paragraph 3.05 will be in addition to and not in limitation of any other warranty provided by the Contract Documents or otherwise prescribed by Law.

B. The Contractor warrants that the materials and equipment furnished under the Contract will be new and of recent manufacture unless otherwise specified, and that all work will be of good quality.

Work not conforming to the requirements of Paragraph 3.05, including substitutions not properly approved and authorized, may be considered defective.

C. All defective Work or Work found not to be in compliance with the requirements of the Contract, or applicable law, building codes, rules or regulations, appearing within one year of the date of Substantial Completion of the whole Work will be promptly corrected by the Contractor at the Contractor's own cost.

The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Owner real or personal property, when that damage is the result of the Contractor's failure to conform to Contract requirements; or any defect of equipment, material, workmanship, or design furnished by the Contractor.

D. The Contractor will be responsible for determining that all materials furnished for the Work meet all requirements of the Contract Documents. The Owner may require the Contractor to produce reasonable evidence that a material meets such requirements, such as certified reports of past tests by qualified testing laboratories, report of studies by qualified experts, or other evidence which in the opinion of the Owner would lead to a reasonable certainty that any material used, or proposed to be used, in the Work meets the requirements of the Contract Documents.

1. All such data will be furnished at the Contractor's expense. This provision will not require the Contractor to pay for periodic testing of different batches of the same material, unless such testing is specifically required by the Contract Documents to be performed at the Contractor's expense.

E. In all cases in which a manufacturer's name, trade name or other proprietary designation is used in connection with materials or articles to be furnished under this Contract, whether or not the phrase "or equal" is used after such name, the Contractor will furnish the product of the named manufacturer(s) without substitution, unless a written request for a substitution has been submitted by the Contractor and approved by the Design Professional as provided in Subparagraph 3.05 D. Refer to Section 01605 – PRODUCTS AND SUBSTITUTIONS for additional requirements.

F. If the Contractor proposes to use a material which, while suitable for the intended use, deviates in any way from the detailed requirements of the Contract Documents, the Contractor will inform the Owner in writing of the nature of such deviation at the time the material is submitted for approval and will request written approval of the deviation from the requirements of the Contract Documents.

G. In requesting approval of deviations or substitutions, the Contractor will provide, upon request, evidence leading to a reasonable certainty that the proposed substitution or deviation will provide a quality or result at least equal to that otherwise attainable. If, in the opinion of the Owner, the evidence presented by the Contractor does not provide a

sufficient basis for such reasonable certainty, the Owner may eject such substitution or deviation without further investigation.

H. The Contract Documents are intended to produce a structure of consistent character and quality of design. All components of the structure including visible items of mechanical and electrical equipment have been selected to have a coordinated design in relation to the overall appearance and function of the Project. The Design Professional or Owner will judge the design and appearance of proposed substitutes on the basis of their suitability in relation to the overall design of the Project, as well as for their intrinsic merits. The Design Professional or Owner will not approve as equal to the materials specified, proposed substitutes which, in the Design Professional's or Owner's opinion, would be out of character, obtrusive, or otherwise inconsistent with the character or quality of design of the Project. In order to permit coordinated design of color and finishes, the Contractor will, if required by the Design Professional or Owner, furnish the substituted material in any color, finish, texture, or pattern which would have been available from the manufacturer originally specified, at no additional cost to the Owner.

I. Any additional cost, or any loss or damage arising from the substitution of any material or any method from those originally specified, will be borne by the Contractor, notwithstanding approval or acceptance of such substitution by the Owner or the Design Professional, unless such substitution was made at the written request or direction of the Owner or the Design Professional.

J. The Contractor will procure and deliver to the Owner, prior to Final Payment, all special warranties required by the Contract Documents. Delivery by the Contractor will constitute the Contractor's guarantee to the Owner that the warranty will be performed in accordance with its terms and conditions. Refer to Sections 01700 – PROJECT CLOSEOUT and 01740 – WARRANTIES for additional requirements.

K. The warranties set out herein are not in lieu of any other warranties, express or implied, including any implied warranty of merchantability or fitness for a particular purpose. The warranties set out herein are not in lieu of any other contractual, legal or equitable remedies available to the Owner. If the Contractor fails to correct any defective Work or Work found not to be in compliance with the requirements of the Contract Documents, or applicable laws, building codes, rules or regulations, within a reasonable time after receipt of written notice from the Owner, the Owner may correct it in accordance with Owner's right to carry out the Work. If such case occurs prior to final payment, an appropriate Change Order shall be issued deducting the cost of correcting such deficiencies from payments then or thereafter due to the Contractor. If payments then or thereafter due Contractor are not sufficient, the Contractor shall pay the difference to the Owner. All claims, costs, losses, and damages arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work by others) will be paid by Contractor.

L. If the Contractor's correction or removal of defective Work causes damage to or destroys other completed or partially completed construction, the Contractor shall be responsible for the cost of correcting the destroyed or damaged construction.

M. Nothing contained in Article 3.05 shall be construed to establish a period of limitations with respect to other obligations the Contractor has under this Contract. Establishment of the one-year, or other, period for correction of Work as described in this Article relates

only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than to specifically correct the Work.

N. If after the one year, or other, correction period, but before the applicable limitations period, the Owner discovers any defective Work or Work found not to be in compliance with the requirements of the Contract Documents, or applicable laws, building codes, rules or regulations, the Owner shall, unless the defective Work or Work found not to be in compliance with the requirements of the Contract Documents, or applicable laws, building codes, rules or regulations requires emergency correction, notify the Contractor. If the Contractor elects to correct the Work, it shall provide written notice of such intent within fourteen (14) calendar days of its receipt of notice from the Owner. The Contractor shall complete the correction of Work within a mutually agreed time frame. If the Contractor does not elect to correct the Work, the Owner may correct the Work by itself or others and charge the Contractor for the reasonable costs of the correction. Owner shall provide Contractor an accounting of such correction costs incurred.

O. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of the Work that is not in accordance with the Contract Documents or release the Contractor's obligation to perform the Work in accordance with the Contract Documents: (1) observations by the Owner or the Owner's agents; (2) recommendations for payment made to the Owner or payment by the Owner (whether progress or final); (3) issuance of Certificates of Substantial or Final Completion; (4) use or occupancy of the Work or any part thereof by the Owner; (5) any review and approval of a Shop Drawing or sample submittal; (6) any inspection, test or approval by others; or (7) any correction of defective Work by the Owner.

P. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for Work performed and materials furnished under this Contract, the Contractor shall: (1) Obtain all warranties that would be given in normal commercial practice; (2) Require all warranties to be executed, in writing, for the benefit of the Owner, as directed by the Owner, and (3) Enforce all warranties for the benefit of the Owner.

Q. None of these warranties shall limit the Owner's rights with respect to latent defects, gross mistakes, or fraud.

R. Notwithstanding the forgoing, this will not relieve the Contractor from corrective items required by the Final Acceptance of the project work including but not limited to Light Emitting Diode emitting diode (LED) light fixtures with the exception of obstruction lighting, which must be warranted by the manufacturer for a minimum of four (4) years after date of installation inclusive of all electronics.

3.06 TAXES

A. The Contractor will pay sales, consumer, use and similar taxes for the Work or portions thereof provided by the Contractor which are legally enacted when Bids are received or

negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

B. Pursuant to Sales and Use Tax Law, Chapter 212, Florida Statutes, the Hillsborough County Aviation Authority is exempt from the payment of sales tax. The Hillsborough County Aviation Authority Certificate Number is 85-8013883484C-4. Unless otherwise indicated in the Contract Documents, all goods and services performed by Subcontractor (Sub-Subcontractors) or by suppliers are not exempt from State Sales Tax. All work performed by subcontractors for the Contractor and all supplies provided to the Subcontractor or Contractor are not exempt from State Sales Tax. All questions regarding the State of Florida Sales and Use Tax Law should be referred to the State of Florida Department of Revenue, Tallahassee, Florida.

3.07 PERMITS, FEES AND NOTICES

A. The Contractor will secure and pay for all necessary and required permits and licenses including, but not limited to, batch plant permit(s), building permit(s), and all other permits, as well as all other fees, charges, taxes, licenses and inspections necessary for proper execution of the Contract and which are legally required when Bids are received. The Contractor will secure and pay for all Certificates of Inspection and of Occupancy that may be required by authorities having jurisdiction over Work. No extension of time for completion will be granted. All appropriate sites, building and electrical permits, etc. shall be obtained and paid for by the Contractor. In addition, jurisdiction over this Work, and all required Certificates of Inspection and Occupancy, will be obtained from the appropriate jurisdiction as listed below:

Tampa International Airport (TPA)	Hillsborough County Board of County Commissioners (BOCC) and/or City of Tampa
Peter O. Knight Airport (TPF)	City of Tampa
Plant City Airport (PCM)	City of Plant City
Tampa Executive Airport (VDF)	BOCC

B. The Contractor will comply fully with all applicable federal, state, county, municipal and other governmental laws, executive orders, wage, hour and labor, equal employment opportunity, disadvantaged business enterprises, pollution control and environmental regulations, applicable national and local codes, Florida Department of Transportation (FDOT) Policies, Guidelines, Standards, Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly referred to as the “Florida Green Book”), Manual on Uniform Traffic Control Devices and requirements, FAA Advisory Circulars, and Owner’s Rules and Regulations. Any projects with FDOT funding require the Contractor to comply with all applicable provisions of the FDOT Public Transportation Grant Agreement. The Contractor will obtain all necessary permits, pay all required charges, fees and taxes and otherwise perform these services in a legal manner. In the event that any construction occurs on FDOT right of way, the Contractor shall comply with all FDOT requirements contained in Exhibit C of the FDOT Public Transportation Grant Agreement. The Contractor will obtain all necessary permits, pay all required fees and taxes, and otherwise perform these services in a legal manner.

The Contractor will give all notices necessary and incidental to the due and lawful prosecution of the Work so as not to delay the completion of the Work.

C. If the Contractor observes that portions of the Contract Documents are at variance with applicable laws, statutes, ordinances, building codes, and rules and regulations, the Contractor will promptly notify the Owner in writing, and necessary changes will be accomplished by appropriate Modification.

D. If the Contractor performs Work that it knew or should have known to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the Owner and Design Professional, the Contractor will assume full responsibility for such Work and will bear all attributable costs.

E. The Contractor will keep fully informed of all Federal and State Laws, all local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the Work, or which in any way affect the conduct of the Work. To the maximum extent permitted by law, the Contractor will at all times observe and comply with all such laws, ordinances, regulations, orders and decrees.

3.08 ALLOWANCES

A. The Contractor will include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances will be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor will not be required to employ persons or entities against which the Contractor makes reasonable objection.

B. Unless otherwise provided in the Contract Documents:

1. Allowances will cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

2. Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts will be included in the allowances;

3. Whenever costs are more than or less than allowances, the Contract Sum will be adjusted accordingly by Change Order. The amount of the Change Order will reflect (1) the difference between actual costs and the allowances under Subparagraph 3.08 B.1. and (2) changes in the Contractor's costs under Subparagraph 3.08 B.2.

3.09 CONTRACTOR'S MANAGEMENT TEAM

A. The Contractor will employ a competent, full-time Project Management Team (Team) reasonably acceptable to the Owner and the Design Professional, consisting of at least one Field Supervisor and necessary representatives who will be in attendance at the Project site full time during the progress of the Work until the date of Substantial Completion of the whole Work, or for such additional time thereafter as the Owner may determine to be necessary for the expeditious completion of the Work.

1. The names and qualifications of this Team for this Work will be submitted as part of Section 00420 – BIDDER'S GENERAL BUSINESS INFORMATION. They will have a minimum of five years of experience on similar projects of equal difficulty.

2. The Owner will not recognize any subcontractor on the Work. The Contractor will at all times when Work is in progress be represented either in person by a qualified superintendent, or by other designated, qualified representative who is duly authorized to receive and execute orders of the Owner or the Design Professional.

3. The Team will each have full authority to act on the Contractor's behalf. It is agreed and understood that, if requested in writing by the Owner or the Design Professional, the Contractor will replace any member of the Team with another individual meeting the required qualifications within three days of the receipt of the request if the Team member is found to be unsatisfactory to the Owner or the Design Professional for whatever reason. The Team will represent the Contractor and communications given to the Team will be as binding as if given to the Contractor. Important communications will be similarly confirmed on written request for each case. Should the Owner or the Design Professional find any person(s) employed on the Project to be incompetent, unfit, or otherwise objectionable for its duties, the Contractor will immediately cause the employee to be dismissed and said employee will not be re-employed on this Project without written consent of the Owner or the Design Professional.

3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

A. The Contractor will submit a preliminary and CPM (or bar chart) Construction Schedule in accordance with requirements under Section 01315 – SCHEDULES, PHASING. The schedule will not exceed time limits current under the Contract Documents. The schedule will be revised at appropriate intervals as required by the conditions of the Work and Project, will be related to the entire Project to the extent required by the Contract Documents, and will provide for expeditious and practicable execution of the Work.

B. The Contractor will prepare and keep current, for the Design Professional's and Owner's approval, a schedule of submittals which is coordinated with the Contractor's Construction Schedule and allows the Design Professional and Owner reasonable time to review submittals.

C. The Contractor's performance will conform to the most recent schedules.

3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor will maintain at the site for the Owner one as-built set of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to record changes and selections made during construction, as well as approved Shop Drawings, Product Data, Samples and similar required submittals. These will be available to the Owner and Design Professional and will be delivered to the Design Professional for submittal to the Owner upon completion of the work. As-Built drawings will be reviewed monthly as part of the pay application process.

3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

A. Shop Drawings are drawings, diagrams, schedules, models and other data (including electronic data) specifically prepared for the work by the Contractor or a Subcontractor, Sub-Subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

B. Product data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

C. Samples are physical examples which illustrate materials, equipment or workmanship and established standards by which the Work will be judged.

D. Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of its submittal is to demonstrate for those portions of the Work for which submittals are required the way the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents. Review by the Design Professional or Owner is subject to the limitations of Subparagraph 4.02 G.

E. The Contractor will review, approve and submit to the Design Professional Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. Submittals made by the Contractor which are not required by the Contract Documents may be returned without action.

F. The Contractor will perform no portion of the Work requiring submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Design Professional. Such work will be in accordance with approved submittals.

G. By approving and submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor thereby represents that the Contractor has determined and verified all dimensions, qualities, field dimensions, relations to existing work, coordination with work to be installed later, coordination with information on previously accepted Shop Drawings, Product Data, Samples, or similar submittals and verification of compliance with all the requirements of the Contract Documents. The accuracy of such information is the responsibility of the Contractor. In reviewing Shop Drawings, Product Data, Samples, and similar submittals, the Owner will be entitled to rely upon the Contractor’s representation that such information is correct and accurate.

H. The Contractor will not be relieved of responsibility for deviations from requirements of the Contract Documents by the Owner’s approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Owner in writing of such deviation at the time of submittal and the Owner has given written approval to the specific deviation. The Contractor will not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Owner’s approval thereof.

I. The Contractor will direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Design Professional or Owner on previous submittals. Unless such written notice has been given, the Design Professional’s or Owner's approval of a resubmitted Shop Drawing,

Product Data, Sample, or similar submittal will not constitute approval of any changes not requested on the prior submittal.

J. Informational submittals upon which the Owner is not expected to take responsive action may be so identified in the Contract Documents.

K. When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, the Design Professional or Owner will be entitled to rely upon such certifications, and the Design Professional or Owner will not be required to make any independent examination with respect thereto.

L. The Contractor will keep one clean copy of each submittal brochure and each Shop Drawing, bearing the Design Professional's or Owner's review stamp, at the Job Site.

M. The Design Professional's or Owner's review is only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. The Contractor is responsible for dimensions to be confirmed and correlated at the Job Site, for information processes or techniques of construction, and for coordination of the Work of all trades.

N. Burden-of-proof that products, materials, Shop Drawings, samples and submittals comply with the Contract Documents in every respect and that any substitutions, variations, deviations or modifications do exactly what is specified and will, in fact, work well in coordination and harmony and will serve the intended purpose will rest entirely with the Contractor. It will not be the Design Professional's or Owner's responsibility to have the burden-of-proof to prove the contrary.

O. Submittals, requisitions, requests for interpretation, Shop Drawings and other items received by the Design Professional or Owner on Friday, Saturday, Sunday, on any normally recognized holiday, or on a day preceding such a holiday, will be considered received on the first working day (except Friday) which follows.

P. Owner's date stamp of receipt will evidence date of receipt, modified per Paragraph 3.12 O. above. Date indicated on Owner's transmittal letter or transmittal form will be considered as date returned to Contractor.

Q. Refer to Section 01340 – SHOP DRAWINGS, PRODUCT DATA AND SAMPLES for additional requirements.

3.13 USE OF SITE

A. The right of possession of the premises and the improvements made thereon by the Contractor will remain at all times with the Owner. The Contractor's right to entry and use thereof arises solely from the permission granted by the Owner under the Contract Documents.

1. The Contractor will confine the Contractor's apparatus, the storage of materials and the operations of the Contractor's personnel to limits indicated by law, ordinances, the Contract Documents and permits and/or directions of the Design Professional and will not unreasonably encumber the premises with the Contractor's materials. The Owner will not be liable to the Contractor, the

Subcontractors, their employees or anyone else with respect to the conditions of the premises.

2. Material will be arranged and maintained in an orderly manner with use of walks, drives, roads and entrances unencumbered. Store, place and handle material and equipment delivered to the Project Site so as to preclude inclusion of foreign substances or causing of discoloration. Pile neatly and compactly and barricade to protect public from injury. Protect material as required to prevent damage from weather or ground. Should it be necessary to move material at any time, or move sheds or storage platforms, the Contractor will move them as and when required at no additional cost to the Owner.

3. The Owner assumes no responsibility for materials stored in buildings or on the Project site. The Contractor will assume full responsibility for damage due to storing of materials. Repairing of areas used for placing of sheds, offices and storage of materials will be performed by the Contractor.

B. The Contractor shall obtain approval from the Owner prior to beginning any of the Work in all areas of the airport. No operating runway, taxiway, or air operations area (AOA) shall be crossed, entered, or obstructed while it is operational. The Contractor shall plan and coordinate Work in accordance with the approved Construction Safety and Phasing Plan (CSPP) and Safety Plan Compliance Document (SPCD).

3.14 CUTTING AND PATCHING

A. The Contractor will be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

B. The Contractor will not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor will not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent will not be unreasonably withheld. The Contractor will not unreasonably withhold from the Owner or a separate contractor the Contractor’s consent to cutting or otherwise altering the Work.

C. Refer to Section 01045 – CUTTING AND PATCHING for additional requirements.

3.15 CLEAN UP

A. The Contractor will keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor will remove from and about the Project waste materials, rubbish, the Contractor’s tools, construction equipment, machinery and surplus materials.

B. If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so, and the cost thereof will be charged to the Contractor.

C. Daily Clean-Up: The Contractor will keep the premises free from accumulation of waste materials or rubbish caused by Contractor’s operations on a daily basis. In areas used by

the public or exposed to public view, the Contractor will keep these areas in such a state of cleanliness so as not to reflect unfavorably upon the image of the Owner or any other entity at the Airport. In areas near airport operations, the Contractor will keep areas free from materials or Foreign Object Debris ("FOO") which could possibly be ingested into an aircraft engine, or which could cause damage by being blown by aircraft engine blast effects.

D. Refer to Sections 01110 – AIRPORT PROJECT PROCEDURES and 01700 – PROJECT CLOSEOUT for additional requirements.

3.16 ACCESS TO WORK

The Contractor will provide the Owner and Design Professional access to the Work in preparation and progress wherever located.

3.17 ROYALTIES AND PATENTS

The Contractor will pay all royalties and license fees. If the Contractor is required or desires to use any design, device, material, or process covered by letters of patent or copyright, the Contractor shall provide for such use by suitable legal agreement with the Patentee or Owner. If the Contractor has reason to believe that the required design, process or product is an infringement of a patent; the Contractor will be responsible for such loss unless such information is promptly furnished to the Owner.

3.18 RECORDS AND DOCUMENTS

The Contractor will maintain all records and documents relating to the Contract during the course of the Work and for a period of at least seven (7) years after the date of Final Acceptance. This includes all books and other evidence (including but not limited to subcontracts, subcontract change orders, purchase orders, bid tabulations, proposals, and other documents associated with the Contract) bearing on the Contractor's costs and expenses under this Contract. The Contractor will make these records and documents available for inspection by the Owner at the Contractor's office at all reasonable times, without direct charge, and will provide electronic copies of all requested documents including but not limited to subcontracts, subcontractor change orders, purchase orders, bid tabulations, proposals, and all other documents associated with the project at no cost to the Owner. If approved by the Owner, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents. If the Contractor fails to make the records and documents available, the Owner may, after written notice to the Contractor, take such action as may be necessary including the withholding of any further payment. Furthermore, failure to make such records and documents available may be grounds for termination pursuant to Paragraph 13.01 or grounds for Owner to seek damages from Contractor.

3.19 SANITARY, HEALTH, AND SAFETY PROVISIONS

The Contractor's worksite and facilities shall comply with applicable federal, state, and local requirements for health, safety and sanitary provisions.

3.20 ENVIRONMENTAL PROTECTION

The Contractor will comply with all federal, state, and local laws and regulations controlling pollution of the environment. The Contractor will take necessary precautions to prevent pollution

of streams, lakes, ponds, and reservoirs with fuels, oils, asphalts, chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter.

3.21 SUBCONTRACTS

For federally funded projects, the Contractor will provide a copy of their subcontract agreement template to the Owner prior to the execution of any subcontracts for the Owner's review of required contract provisions. With the Contractor's payment applications, the Contractor shall provide copies of all new subcontracts to the Owner along with the new Subcontractor's initial payment application. At a minimum, the information shall include the following:

A. Subcontractor's legal company name.

B. Subcontractor's legal company address, including County name.

C. Principal contact person's name and telephone number.

D. Complete narrative description, and dollar value of the work to be performed by the subcontractor.

E. Copies of required insurance certificates in accordance with the Contract Documents.

F. DBE or W/MBE status.

G. All exhibits to the subcontract.

H. Any applicable licenses required to perform the Work.

The Contractor shall provide copies of all subcontract change orders no later than seven (7) calendar days following its execution.

3.22 USE OF ARTIFICIAL INTELLIGENCE

3.22.1 Artificial Intelligence (AI) Means any machine learning, deep learning, or other automated systems that use algorithms to learn from and make predictions or decisions based on data.

3.22.2 The Owner's Project Information includes all data, drawings, specifications, reports, and any other information provided by the Owner or generated by the Owner or the Contractor in the course of the Work or Project.

3.22.3 Any use of AI including, but not limited to generative AI, via platforms, tools, and software must be consistent with the Owner's Policies, Standard Procedures, Rules and Regulations, and applicable laws.

3.22.4 To maintain the security of the Owner's data and IT systems, the Contractor is prohibited from attempting to gain access to unapproved AI applications when using the Owner's data. To avoid potential data leaks or security incidents, the Contractor is prohibited from inputting, uploading, or otherwise integrating any of the Owner's Project Information into AI without the prior written consent of the Owner following the Contractor's request for approval to use AI. Examples of uses that are prohibited unless the Owner grants prior written consent include but are not limited to: design, planning, decision making and on-site operations.

3.22.5 The Contractor acknowledges and agrees that any of the Owner's data obtained using AI technology is the property of the Owner, and the Contractor shall not use such data for any purpose other than to provide the contracted services to the Owner. Specifically, the Contractor shall not use the Owner's data as training data for any AI models or algorithms that will be used by any third-party organization or individual outside of the Contractor, without the express written consent of the Owner. The Contractor shall take reasonable measures to ensure that the Owner's data is not inadvertently used as training data for any third-party AI models or algorithms and shall promptly notify the Owner in the event of any unauthorized use or disclosure of the Owner's data.

3.22.6 The Contractor's request for approval to use AI must be submitted in writing and contain the following:

3.22.6.1 The specific Owner's Project Information to be used;

3.22.6.2 The purpose and intended use of the AI;

3.22.6.3 The potential benefits and risks associated with using the AI;

3.22.6.4 The measures in place to ensure data security and confidentiality;

3.22.6.5 The mechanisms in place for ensuring compliance with applicable Laws, including but not limited to data privacy and data protection laws; and

3.22.6.6 A dataflow diagram which illustrates the flow of data within the Project as well as detailed identification of data sources, data stores, data processing, networks, and AI utilized.

3.22.7 The Owner shall have sole and absolute discretion to approve or deny the use of AI for any aspect of the Project or the Work.

3.22.8 To maintain the confidentiality of the Owner's data, the Contractor must only share information with approved personnel and must not input Sensitive Security Information (SSI) into AI systems. The Contractor should not input the Owner's intellectual property into non-approved generative AI applications or enter Personally Identifiable Information (PII) for the Owner's employees, customers, or other third-parties into any non-approved AI application. The Contractor should contact the Owner's Vice President of Planning and Development if it is unsure whether it should input certain information.

3.22.9 The Contractor must implement robust security measures to protect the Owner's Project Information from unauthorized access, use or disclosure. This includes but is not limited to: Encryption of data in both transit and at rest; access controls limiting data access to authorized personnel only; and regular security audits and assessments.

3.22.10 To maintain transparency and protect the Owner from claims against copyright infringement and/or theft of intellectual property, all AI generated content must be cited and reviewed when used for the Owner's purposes. At a minimum, a footnote stating "This content generated with the assistance of AI" should exist on any document or work

product created with the assistance of AI. The Contractor should clearly attribute any output to the AI application that created the output through a footnote or other means visible to any reader or user. The Contractor should also maintain a record of AI use that can be shared with the Owner's authorized personnel upon request. The Contractor will provide the Owner with regular reports detailing any use of AI involving the Owner's Project Information including any incidents of unauthorized access or breaches. The Contractor must be able to demonstrate that AI has controlled bias and third-party infringement mitigation in place.

3.22.11 The Contractor should not use AI applications to create text, audio, or visual content for purposes of committing fraud or misrepresenting an individual's identity.

3.22.12 The Contractor is fully liable for any damages arising out of use of AI and the Owner's Project Information.

3.22.13 Upon Final Completion or termination of the Contract, the Contractor agrees to return all of the Owner's Project Information to the Owner and securely destroy any copies in its possession, including those stored in any AI or other databases.

3.23 OWNER'S IT INFRASTRUCTURE

3.23.1 Information Technology (IT) Infrastructure: refers to the hardware, software, networks, data centers, and facilities that support the delivery of IT services and enable the operation of an organization's information systems.

3.23.1.1 Background Check Requirement: The Contractor agrees to conduct background checks, as set out below, on all employees, contractors, and subcontractors who will have access to the Owner's IT infrastructure, whether directly or remotely. These background checks must be completed prior to granting such access and must be updated annually thereafter.

3.23.1.2 Scope of Background Checks: The background checks must include, at a minimum:
3.23.1.2.1 Verification of identity
3.23.1.2.2 Criminal history checks using the guidelines required in Airport
3.23.1.2.3 Security 49 CFR 1542
3.23.1.2.4 Employment history verification
3.23.1.2.5 Education and qualification verification

3.23.1.3 Certification of Compliance: The Contractor shall provide the Owner a written certification on an annual basis, signed by an officer duly authorized to sign on behalf of the Contractor, verifying compliance with the background check requirements outlined in this Contract. The certification must confirm that all Contractor Personnel with access to the Owner's IT Infrastructure have passed the background checks and do not have any disqualifying offenses, as stated in Airport Security 49 CFR 1542.

3.23.1.4 Right to Audit: The Owner reserves the right to audit the Contractor's background check processes and records to ensure compliance with this

Contract. Such audits may be conducted upon reasonable notice and during the Owner's business hours.

Immediate Termination: The Owner reserves the right to immediately terminate access to the Owner's IT Infrastructure for any Contractor personnel who are found to have disqualifying offenses as stated in Airport Security 49 CFR 1542, or if the Contractor fails to comply with these background check requirements.

PART 4 – ADMINISTRATION OF THE CONTRACT

4.01 Design Professional

A. The Design Professional is referred to throughout the Contract Documents as if singular.

1. Wherever the term "Design Professional" appears in the Contract Documents, it will mean the Design Professional on record for the project or Owner's other authorized representative(s).

2. Wherever the term "Owner's authorized representative(s)" appears in the Contract Documents, it will include Owner, or Owner's other authorized representative(s).

B. In case of termination of employment of the Design Professional, the Owner will appoint a Design Professional against whom the Contractor makes no reasonable objection and whose status under the Contract Documents will be that of the former Design Professional.

4.02 DESIGN PROFESSIONAL'S ADMINISTRATION OF THE CONTRACT

A. The Design Professional will provide administration of the Contract as described in the Contract Documents and will be the Owner's representative (1) during construction, (2) until final payment is due and (3) with the Owner's concurrence, from time to time during the correction period described in Paragraph 11.02. The Design Professional will advise and consult with the Owner. The Design Professional will have authority to act on behalf of the Owner.

B. The Design Professional will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the completed Work and to determine in general if the Work is being performed in a manner indicating that the Work, when completed, will be in accordance with the Contract Documents. However, the Design Professional will not be required to make exhaustive or continuous on-site inspections to check quality or quantity of the Work. On the basis of on-site observations, the Design Professional will keep the Owner informed of the progress of the Work and will endeavor to guard the Owner against defects and deficiencies in the Work.

C. The Design Professional will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility as provided in Paragraph 3.03. The Design Professional will not be responsible for the Contractor's failure to carry out the Work in accordance with the

Contract Documents. The Design Professional will not have control over or charge of, and will not be responsible for, acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

D. Communications Facilitating Contract Administration. Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor will endeavor to communicate through the Design Professional. Communications by and with the Design Professional's consultants will be through the Design Professional. Communications by and with subcontractors and material suppliers will be through the Contractor. Communications by and with separate contractors will be through the Owner.

E. Based on the Design Professional's observations and evaluations of the Contractor's Applications for Payment, the Design Professional will review and certify the amounts due the Contractor and will approve or disapprove the Application for Payment.

F. The Owner and Design Professional will have authority to reject Work which does not conform to the Contract Documents. Whenever the Owner or Design Professional considers it necessary or advisable for implementation of the intent of the Contract Documents, the Owner or Design Professional will have authority to require additional inspection or testing of the Work in accordance with Subparagraphs 12.05 B. and 12.05 C., whether or not such work is fabricated, installed or completed. However, neither this authority of the Owner or Design Professional nor a decision made in good faith either to exercise or not to exercise such authority will give rise to a duty or responsibility of the Owner or Design Professional to the Contractor, subcontractors, material and equipment suppliers, their agents or employees, or other persons performing portions of the Work.

G. The Design Professional will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents and only to the extent which the Owner or Design Professional believes desirable to protect the Owner's interests. The Design Professional's action will be taken with reasonable promptness, while allowing sufficient time in the Design Professional's professional judgment to permit adequate review, taking into account the time periods set forth in the latest recognized Construction Schedule prepared by the Contractor and reviewed by the Design Professional. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Design Professional's review of the Contractor's submittals will not relieve the Contractor of the obligations under Paragraphs 3.03, 3.05 and 3.12. The Design Professional's review will not constitute approval of safety precautions or of any construction means, methods, techniques, sequences or procedures. The Design Professional's approval of a specific item will not indicate approval of an assembly of which the item is a component.

H. The Design Professional or Owner will prepare Change Orders and Construction Change Directives and may authorize minor changes in the Work as provided in Paragraph 7.04.

I. The Design Professional will conduct inspections in conjunction with the Owner to determine the date or dates of Substantial Completion and the date of Final Acceptance, will receive and forward to the Owner for the Owner's review and records written warranties and related documents required by the Contract and assembled by the Contractor, and will review and certify a final Application for Payment upon compliance with the requirements of the Contract Documents.

J. The Design Professional, in conjunction with the Owner, will interpret and decide matters concerning performance under and requirements of the Contract Documents on written request of the Contractor. The Design Professional's response to such requests will be made with reasonable promptness and within time limits agreed upon. The Design Professional may, as the Design Professional judges desirable, issue additional drawings or instructions indicating in greater detail the construction or design of the various parts of the Work. Such drawings or instructions may be affected by other supplemental instruction or other notice to the Contractor and, provided such drawings or instructions are reasonably consistent with the previously existing Contract Documents, the Work will be executed in accordance with such additional drawings or instructions without additional cost or extension of the Contract Time.

K. Interpretations and decisions of the Design Professional, in conjunction with the Owner, will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Design Professional will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions so rendered in good faith.

L. The Design Professional's decisions on matters relating to aesthetic effect and functionality will be final if consistent with the intent expressed in the Contract Documents.

M. When the Contractor considers that the Work included in the Contract, or a portion thereof designated in the Contract documents for separate completion, is complete, the Contractor will notify the Owner and Design Professional in writing of the completion of the portion or the whole of the construction; and for all design work that originally required certification by a Professional Engineer, the Design Professional shall provide an Engineer's Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached to the FDOT Public Transportation Grant Agreement to the Owner and Contractor in a timely manner. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans or specifications, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

4.03 CLAIMS AND DISPUTES

A. Definition. A Claim is a written demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, or an extension of time or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. Claims must be made by written notice. The responsibility to substantiate claims will rest with the party making the claim.

1. If for any reason the Contractor deems that additional cost or Contract Time is due to the Contractor for Work not clearly provided for in the Contract Documents or previously authorized changes in the Work, the Contractor will notify the Owner in writing of its intention to claim such additional cost or Contract Time before the Contractor begins the Work on which the Contractor bases the claim. If such notification is not given or the Owner is not afforded proper opportunity by the Contractor for keeping strict account of actual cost or time as required, then the Contractor hereby agrees to waive any claim for such additional cost or Contract Time.

2. Such notice by the Contractor and the fact that the Owner or Design Professional has kept account of the cost or time of the Work will not in any way be construed as proving or substantiating the validity of the Claim. When the Work on which the Claim for additional cost or Contract Time is based has been completed, the Contractor will, within 21 calendar days, submit Contractor's written Claim to the Owner. The failure to give notice as required herein will constitute a waiver of said Claim. Claims arising prior to Final Payment or the earlier termination of the Contract will be referred initially to the Owner for action as provided in Paragraph 4.04.

3. Nothing in this subsection 4.03 shall be construed as a waiver of the Contractor's right to dispute final payment based on differences in measurements or computations.

B. Claims must be made within twenty-one (21) calendar days after occurrence of the event giving rise to such Claim or within twenty-one (21) calendar days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. If the Contractor wishes to reserve its rights under this Paragraph, written notice of any event that may give rise to a Claim must be given within twenty-one (21) calendar days of the event, whether or not any impact in money or time has been determined. Claims must be made by written notice. Any change or addition to a previously made Claim will be made by timely written notice in accordance with this Paragraph. The failure to give notice as required herein will constitute a waiver of said Claim.

C. Continuing Contract Performance. Pending final resolution of a Claim, unless otherwise agreed in writing, the Contractor will proceed diligently with performance of the Contract. Owner, however, will be under no obligation to make payments on or against such disputed claims, disputes or other matters in question during the pendency of any proceedings to resolve such disputed claims, disputes or other matters in question.

D. Non-Waiver of Claims by Owner for Final Payment. The making of final payment will not constitute a waiver of claims by the Owner.

E. Claims For Concealed or Unknown Conditions. Owner may make available to the Contractor prior to the bid opening and during the performance of the Work, Record Documents and Drawings pertaining to the existing structures and/or facilities relative to this Project. Record Documents and Drawings will not be considered a part of the Contract Documents. Owner does not warrant the accuracy of such Record Documents and Drawings to the Contractor and the Contractor will be solely responsible for all assumptions made in reliance thereupon. Record Documents and Drawings are not warranted or intended to be complete depictions of existing conditions, nor do they

necessarily indicate concealed conditions. The locations of electrical conduit, telephone lines and conduit, computer cables, FAA cables, storm lines, sanitary lines, irrigation lines, gas lines, mechanical apparatus and appurtenances, HVAC piping/ductwork, and plumbing may only appear schematically, if at all, and the actual location of such equipment is in many cases unknown. Contractor will take the foregoing into consideration when preparing its bid and will not be entitled to any additional compensation on account of concealed conditions except as specifically set forth below.

1. Should the Contractor encounter concealed conditions in an existing structure or below the surface of the ground, not discoverable by a careful inspection and differing materially from conditions ordinarily encountered and generally recognized in or about a site of this type, the Contractor will stop work at the location where the concealed condition was discovered and give immediate written notice of the condition to the Owner. The Owner and Design Professional shall investigate and adjust the Contract Sum and/or time by Change Order upon claim by either party, if made before conditions are disturbed and in no event later than 21 days after the first observance of the conditions. Nothing herein is intended to limit or modify the obligations of the Contractor set forth in Section 01545 – UTILITIES. Contractor shall not be entitled to a Change Order for the Contract Sum and/or time if the Contractor knew of the existence of such conditions at the time Contractor bid, or the existence of such conditions could have been reasonably discovered or revealed as a result of any examination, investigation, exploration, test, or study of the site and contiguous areas as required by the Contract, or if Contractor failed to give written notice as required by this Article.

2. There will be no adjustment of the Contract Sum on account of other costs resulting from soil or water conditions including, without limitation, costs on account of delay, administration, operations, temporary construction, cave-in or collapse of excavations, or pumping.

F. Claims for additional cost. If the Contractor wishes to make a claim for an increase in the Contract Sum, written notice as provided herein will be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under paragraph 10.03. Claim will be filed in accordance with the procedure established herein. Anticipated, unanticipated, abnormal or adverse weather conditions will not be the basis of a claim for additional cost. The Contract Sum will not be increased for any weather-related conditions.

G. CLAIMS FOR ADDITIONAL TIME

1. If the Contractor wishes to make claim for an increase in the Contract Time, written notice as provided herein will be given. The Contractor will have the burden of demonstrating the effect of the claimed delay on the Contract Time and will furnish the Owner with such documentation relating thereto as the Owner will reasonably require. In the case of a continuing delay only one claim is necessary.

2. The Contract Time will not be increased for any reasonably anticipated weather-related delay. The Owner may consider adverse weather conditions not reasonably anticipated as a basis of a claim for additional time.

H. ESCROW OF BID DOCUMENTS

1. The Contractor agrees that all documents relied upon in making or supporting its Bid will be retained in escrow prior to the date the Contract is awarded and preserved and updated during the course of the Work until Final Payment is made. The Owner will have the right to inspect any and all such Bid Documents and to verify that such Bid Documents are properly escrowed prior to the time of the Award of the Contract, or at any time thereafter during the course of the Work.

   a. If any Claim is made pursuant to the Contract, the Contractor will provide for the Owner's review, at the Owner's request, all escrowed Bid Documents. If the Owner requests to review the escrowed Bid Documents and the Contractor fails to timely provide them or has failed to preserve them, no claim by the Contractor will be honored by the Owner.

   b. If the Contractor contends that such Bid Documents are proprietary or otherwise confidential, the Contractor will so state as to any such documents, will provide them to the Owner as part of the Claim process, and will identify all such documents as exempted from disclosure under Florida Statute Chapter 119.

   c. Said escrowed Bid Documents referred to in this Part will be subject to review in the event of any audit. The Owner may require that an appropriate audit be conducted. In the event the audit supports the Contractor's claim, the Owner will pay for the audit. In the event the audit does not support the Contractor's claim, the Contractor will pay for the audit.

   d. The Contractor will provide all information and reports requested by the Owner, or any of its duly authorized representatives, or directives issued pursuant thereto, and will permit access, for the purpose of audit and examination to the Contractor's books, records, accounts, documents, papers or other sources of information and its facilities, as may be determined by the Owner to be pertinent to ascertain compliance with this Part. The Contractor will keep all Project accounts and records which fully disclose the amount of the Bid. The accounts and records will be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

4.04 RESOLUTION OF CLAIMS AND DISPUTES

A. The failure of the Owner to enforce at any time or for any period of time any one or more provisions of this Contract will not be construed to be and will not be a waiver of any such provision or provisional or of its right thereafter to enforce each and every provision.

B. The following shall occur as a condition precedent to the Owner's review of a claim unless waived in writing by the Owner:

Field Representatives' Meeting: Within five (5) calendar days after a dispute occurs, the Contractor's senior project management personnel who have authority to resolve the

dispute shall meet with the Design Professional and Owner's project representative who have authority to resolve the dispute, in a good faith attempt to resolve the dispute. If a party intends to be accompanied at a meeting by legal counsel, the other party shall be given notice at least three (3) business days and also may be accompanied by legal counsel. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of rules of evidence.

Management Representatives' Meeting: If the Field Representatives' Meeting fails to resolve the dispute, a senior executive for the Contractor and for the Owner, neither of which have day to day Project management responsibilities, shall meet, within ten days (10) after a dispute occurs, in an attempt to resolve the dispute and any other identified disputes or any unresolved issues that may lead to dispute. The Owner may invite the Design Professional to this meeting. If a party intends to be accompanied at a meeting by legal counsel, the other party shall be given notice at least three (3) business days and also may be accompanied by legal counsel. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of rules or evidence.

Following the Field Representatives' Meeting and the Management Representatives' Meeting, the Owner will review the Contractor's claims and may (1) request additional information from the Contractor which will be immediately provided to Owner, or (2) render a decision on all or part of the claim. The Owner will endeavor to notify the Contractor in wiring of the disposition of the claim within twenty-one (21) calendar days following the receipt of such claim or receipt of additional information requested.

1. If the Owner decides that the Work relating to such Claim should proceed regardless of the Owner's disposition of such Claim, the Owner will issue to the Contractor a written directive to proceed. The Contractor will proceed as instructed.

2. Any action initiated by either party associated with a claim or dispute will be brought in the Circuit Court in and for Hillsborough County, Florida, such Court having sole and exclusive jurisdiction. Mediation with a mediator approved by the Owner shall be a condition precedent to litigation. Any such mediation will be subject to Rule 1.700 et seq, Florida Rules of Civil Procedure and Chapter 44 Fla. Statutes.

PART 5 – SUBCONTRACTORS

5.01 DEFINITIONS

A. A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate Contractor or subcontractors of a separate Contractor.

B. A Sub-Subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work. The term "Sub-Subcontractor" is

referred to throughout the Contract Documents as if singular in number and means a Sub-Subcontractor or an authorized representative of the Sub-Subcontractor.

C. The Owner or Design Professional will not recognize any Subcontractor or Sub-Subcontractor on the Work. The Contractor will at all times, when Work is in progress, be represented either in person by a qualified superintendent, or by other designated, qualified representative who is duly authorized to receive and execute orders of the Owner or Design Professional.

5.02 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

A. Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, will furnish in writing to the Owner, the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. After due investigation, the Owner will promptly reply to the Contractor in writing stating whether or not the Owner has reasonable objection to any such proposed person or entity. Failure of the Owner to reply will constitute notice of no reasonable objection.

B. The Owner reserves the right to investigate the prequalification and qualifications and responsibility of proposed or actual Subcontractors, and to prohibit same from performing Work on the Project where such investigation, in the judgment of the Owner, reveals that such Subcontractors are unqualified and/or non-responsible. The Owner's criteria for such determination may include, without limitation: financial condition, experience, character of workers and equipment, and past performance. The Contractor will not contract with a proposed person or entity to which the Owner has made reasonable and timely objection. The Contractor will not be required to contract with anyone to whom the Contractor has made reasonable objection.

C. If the Owner has reasonable objection to any such proposed person or entity, the Contractor will submit a substitute to whom the Owner have no reasonable objection.

D. The Contractor will not change a Subcontractor, person or entity listed in Section 00430 – SUBCONTRACTOR'S LIST without permission of the Owner.

E. The Owner reserves the right but does not assume the obligation to pay any and all Subcontractors, Sub-Subcontractors and Suppliers directly or by joint check if a dispute arises with the Contractor. The Contractor agrees that any such payment would not be an interference with contractual relations.

5.03 SUBCONTRACTUAL RELATIONS

By appropriate contract, written where legally required for validity, the Contractor will require each Subcontractor, to the extent of the work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by the Contract Documents, assumes toward the Owner and Design Professional. Each subcontract agreement will preserve and protect the rights of the Owner and Design Professional under the Contract Documents with respect to the work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and will allow to the Subcontractor, unless specifically provided otherwise in the subcontract, the benefit of all rights, remedies and redress against the Contractor that the

Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor will require each Subcontractor to enter into similar contracts with Sub-Subcontractors. The Contractor will make available to each proposed Subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract which may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-Subcontractors. The Contractor will include a provision providing the Owner the same rights to audit at the subcontractor level in all of its subcontracts executed related to this Contract.

PART 6 – CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

6.01 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

A. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation.

B. When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case will mean the Contractor who executes each separate Owner-Contractor contract.

C. The Contractor, with the Owner's assistance, will coordinate each separate contractor with the Work of the Contractor, who will cooperate with them. The Owner will provide for the coordination of the Owner's own forces with the Work of the Contractor, who will cooperate with them. The Contractor will coordinate with other separate contractors and the Owner in reviewing construction schedules. The Contractor will make any revisions to the Construction Schedule deemed necessary after a joint review and mutual agreement. The construction schedules will then constitute the schedule to be used by the Contractor, separate contractors and the Owner until subsequently revised.

6.02 MUTUAL RESPONSIBILITY

A. The Contractor will afford the Owner and separate contractors' reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities and will connect and coordinate the separate contractors' construction and operations with the contractors' construction and operation as required by the Contract Documents.

B. If any part of the Contractor's Work depends, for proper execution or operation, upon the Work or any applicable portion thereof, of any other separate contractor, the Owner will give the Contractor written notice of the date when the other contractor will have completed its construction or any applicable portion thereof and the Contractor will have fifteen (15) calendar days from the date so specified within which to inspect the other contractor's construction or any applicable portion thereof and to accept said construction or to reject in a written statement to the Owner reciting all discrepancies or defects which affect Contractor's work and, therefore, must be remedied. Upon receipt

of such statement, the Design Professional will see that necessary corrections are made and will notify the Contractor when such corrective work is to be complete. The Contractor will have fifteen (15) calendar days from the date so specified within which to inspect and report again, in order to determine that discrepancies or defects have been corrected.

1. Failure of the Contractor to inspect and report, as set forth above, will constitute an acceptance of the other contractor's construction or any applicable portion thereof as fit and proper to receive Contractor's Work, except as to latent defects which may develop in the separate contractor's construction or any applicable portion thereof after the execution of the Contractor's work.

2. Upon completion of the other contractor's construction or any applicable portion thereof, the area will be turned over to the Contractor.

C. Costs caused by delays or defective construction will be borne by the party responsible, therefore.

D. The Contractor will promptly remedy damage wrongfully caused by the Contractor to be completed or partially completed construction or to property of the Owner or separate contractors as provided in Subparagraph 10.02 E.

E. Should the Contractor cause damage to the work or property of any separate contractor on the Project, the Contractor will, upon due notice by the Owner, settle with such other contractor by contract if other contractor will so settle. If such separate contractor sues the Owner on account of any damage alleged to have been so sustained, the Owner will notify the Contractor who will defend such proceedings with the cooperation of the Owner and, if any judgment against the Owner arises therefrom, the Contractor will pay or satisfy same and will reimburse the Owner for all reasonable attorneys' fees and court costs which the Owner has incurred.

F. The Owner and each separate contractor will have the same responsibilities for cutting and patching as are described for the Contractor in Paragraph 3.14.

6.03 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish as described in Paragraph 3.15, the Owner may clean up and allocate the cost among those responsible as the Owner, in its sole discretion, determines to be just.

PART 7 – CHANGES IN THE WORK

7.01 CHANGES

A. Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, only by Modification, subject to the limitations stated in this Part and elsewhere in the Contract Document.

1. Any Claim for payment for changes in the Work that is not covered by written Modification will be rejected by the Owner. The Contractor, by submitting the

Bid, acknowledges and agrees that the Contractor will not be entitled to payment for changes in the Work unless such Work is specifically authorized in writing by the Owner in advance. The terms of this Part may not be waived by the Owner unless such waiver is in writing and makes specific reference to this Part.

B. A Change Order will be based upon contract among the Owner and Contractor. A Construction Change Directive requires a contract by the Owner and may or may not be agreed to by the Contractor. Work Order or written order for a change in the Work may be issued by the Owner alone.

C. Changes in the Work will be performed under applicable provisions of the Contract Documents, and the Contractor will proceed promptly, unless otherwise provided in the Modification.

D. If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are so changed in a proposed Modification that application of such unit prices to quantities of Work proposed will cause substantial unfairness to the Owner or Contractor, the applicable unit prices will be adjusted.

E. ALTERATION OF WORK AND QUANTITIES.

1. The Owner reserves the right to make such changes in quantities and Work as may be necessary or desirable to complete, in a satisfactory manner, the original intended Work. Unless otherwise specified in the Contract, the Owner shall be and is hereby authorized to make, in writing, such in-scope alterations in the Work and variation of quantities as may be necessary to complete the Work, provided such action does not represent a significant change in the character of the Work.

2. For purpose of this Section, a significant change in character of Work means: any change (increase or decrease) in the total Contract cost by more than twenty-five percent (25%); or any change in the total cost of a major Contract item by more than twenty-five percent (25%). A major Contract item is defined as any item that is listed in the Bid, the total cost of which is equal to or greater than twenty percent (20%) of the total amount of the awarded Contract.

3. Work alterations and quantity variances that do not meet the definition of significant change in character of Work shall not invalidate the Contract nor release the surety. The Contractor agrees to accept payment for such Work alterations and quantity variances.

4. Should the value of altered work or quantity variance meet the criteria for significant change in character of Work, such altered work and quantity variance shall be covered by a Supplemental Agreement. Supplemental Agreements shall also require consent of the Contractor's surety and separate performance and payment bonds. If the Owner and the Contractor are unable to agree on a unit adjustment for any Contract item that requires a Supplemental Agreement, the Owner reserves the right to terminate the Contract with respect to the item and make other arrangements for its completion.

7.02 CHANGE ORDERS

A. A Change Order is a written instrument prepared by the Owner and signed by the Owner, Contractor and Design Professional, stating their agreement upon all of the following:

1. a change in the Work;

2. the amount of the adjustment in the Contract Sum, if any;

3. the extent of the adjustment in the Contract Time, if any; and

4. changes to the terms and conditions of this Contract including the W/MBE or DBE percentage, if any.

B. Methods used in determining adjustments to the Contract Sum will include those listed in Paragraph 7.03 B.1.

C. Supplemental Agreement is a written agreement between the Contractor and the Owner covering (1) work that would increase or decrease the total amount of the awarded Contract, or any major Contract item, by more than twenty-five percent (25%), such increased or decreased Work being within the scope of the originally awarded Contract; or (2) Work that is not within the scope of the originally awarded Contract.

7.03 CONSTRUCTION CHANGE DIRECTIVES

A. A Construction Change Directive is a written order prepared by the Owner or Design Professional and signed by the Owner, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum, Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

B. A Construction Change Directive will be used in order to expedite the Work and avoid or minimize delays in the Work which may affect the Contract Sum or Contract Time. When determined by the Owner to be in the Owner's best interest, the Owner may, with or without the Contractor's agreement, direct or order the Contractor to proceed with changes in the Work by the issuance of a Construction Change Directive.

1. If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment will be based on one of the following methods:

a. Mutual acceptance of a lump sum, properly itemized and supported by sufficient substantiating data to permit evaluation;

b. By unit prices stated in the Contract Documents or otherwise mutually agreed upon;

c. By the cost estimated method as described in Paragraph 7.03 C., plus the accepted percentage, if applicable. The Contractor's estimate will become a fixed price which will not be changed by any variation in the actual cost of executing the Work covered by the change;

d. Cost to be determined in a manner agreed upon by the parties, plus, if applicable, percentage; or

e. As provided in Paragraph 7.03 F., by actual cost determined after the Work covered by the change is completed, plus, if applicable, percentage.

2. As used in this Paragraph 7.03, Construction Change Directive's "cost" will mean the estimated or actual net increase in cost to the Contractor or Subcontractor for performing the Work covered by the change, including actual payments for materials, equipment rentals, expendable items, wages and associated benefits to workers and to supervisors employed full time at the site where the Work is performed, insurance, bonds, and other provable direct costs, but not including any administrative, accounting or expediting costs, or other indirect or overhead costs, or any wages or benefits of supervisory personnel not assigned full time to the site, or any amount for profit or fee to the Contractor, Subcontractor, or Sub-Subcontractor. Rates for the Contractor and Subcontractor owned equipment will not exceed the rates listed in the Associated Equipment Distributors rental rate book as adjusted to the regional area of the Work under this Contract.

3. "Percentage" will mean an amount to be added to the cost for overhead and profit and any other expense which is not included in the cost of the Work covered by the change, as defined above. The maximum percentage for total overhead and profit and any other expense which is not included in the cost of the Work will be as follows:

a. For the Contractor, fifteen percent (15%) of any net increase of costs of any Work performed by the Contractor's own forces on-site only.

b. For the Subcontractor, ten percent (10%) of any net increase of cost of any Work performed by the Subcontractor's own forces on-site only, plus 5% of any net increase in the cost of the Work for the Contractor on-site only.

c. Per the Contract negotiations and as noted in the exhibit(s).

4. When in the reasonable judgment of the Owner a series of Construction Change Directives or Change Orders affect a single change, the percentage will be calculated on the cumulative net increase in cost, if any.

5. Overhead will include the following:

a. Supervision wages, timekeepers, watchmen and clerks, hand tools, incidentals, general office expense, and all other expenses not included in "cost."

C. Upon request of the Owner, the Contractor will, without cost to the Owner, submit to the Owner, in such form as the Owner may require an accurate written estimate of the cost of any proposed extra work or change. The estimate will indicate the quantity and unit cost of each item of materials, and the number of hours of work and hourly rate for each class of labor, as well as the description and amounts of all other costs chargeable under the terms of this Part. Unit labor costs for the installation of each item of materials will be shown if required by the Owner. The Contractor will promptly revise and resubmit

such estimate if the Owner determines that it is not in compliance with the requirements of this Part, or that it contains errors of fact or mathematical errors.

1. If required by the Owner, in order to establish the exact cost of new Work added or of previously required Work omitted, the Contractor will obtain and furnish to the Owner bona fide proposals from recognized suppliers for furnishing any material included in such Work. Such estimates will be furnished promptly so as to occasion no delay in the Work and will be furnished at the Contractor's expense. The Contractor will state in the estimate any extension of time required for the completion of the Work if the change or extra work is ordered.

D. Upon receipt of a Construction Change Directive, the Contractor will promptly proceed with the change in the Work involved and advise the Owner of the Contractor's agreement or disagreement with the method provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum and/or Contract Time.

E. A Construction Change Directive signed by the Contractor indicates the agreement of the Contractor therewith, including the adjustment in Contract Sum and/or Contract Time or the method for determining them. Such agreement will be effective immediately and will be subsequently recorded in/as a Change Order.

F. If the Contractor does not respond promptly or disagrees with the method for adjustment of the Contract Sum, the method and the adjustment will be determined by the Owner on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, a percentage for overhead and profit. In such case, and also under Paragraph 7.03 B.1.(e), the Contractor will keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Subparagraph will be limited to the following:

1. Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;

2. Costs of materials, supplies and equipment, including costs of transportation, whether incorporated or consumed;

3. Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others; and

4. Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work.

G. The amount of credit to be allowed by the Contractor to the Owner for a deletion or change which results in a net decrease in the Contract Sum will be actual net cost as confirmed by the Owner. When both additions and credits covering related Work or substitutions are involved in a change, the percentage for overhead and profit will be figured on the basis of net increase, if any, with respect to that change.

H. If the Owner and Contractor do not agree with the adjustment in Contract Time or the method for determining it, the adjustment or the method will be referred to the Design Professional for determination.

I. When the Owner and Contractor agree with the determination made by the Design Professional concerning the adjustments in the Contract Sum and/or Contract Time, or otherwise reach agreement upon the adjustments, such agreement will be effective immediately and will be subsequently recorded in preparation and execution of an appropriate Change Order.

7.04 CHANGES IN THE WORK

The Owner will have authority to order minor changes in the Work not involving adjustment to the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be affected by written order and will be binding on the Owner and Contractor. The Contractor will carry out such written orders promptly.

7.05 EXTRA WORK

Should acceptable completion of the Contract require the Contractor to perform an item of Work not provided for in the awarded Contract as previously modified by Change Order or Supplemental Agreement, Owner may issue a Change Order to cover the necessary extra work. Change Orders for extra work shall contain agreed unit prices for performing the Change Order work in accordance with the requirements specified in the order and shall contain any adjustment to the Contract Time that, in the Owner's opinion, is necessary for completion of the extra work.

When determined to be in the Owner's best interest, the Owner may order the Contractor to proceed with extra work. Extra work that is necessary for acceptable completion of the Project but is not within the general scope of the Work covered by the original Contract shall be covered by a Supplemental Agreement.

If extra work is essential to maintaining the Project critical path, the Owner may order the Contractor to commence the extra work under a Time and Material contract method. Once sufficient detail is available to establish the level of effort necessary for the extra work the Owner shall initiate a Change Order, Work Order or Supplemental Agreement to cover the extra work.

Any claim for payment of extra work that is not covered by written agreement (Change Order, Work Order or Supplemental Agreement) shall be rejected by the Owner.

PART 8 – TIME

8.01 DEFINITIONS

A. Unless otherwise provided, the Contract Time(s) is the period of time allotted in the Contract Documents for Substantial Completion of the Work or designated portion thereof as defined in Paragraph 8.01 C., including adjustments thereto.

B. The date of commencement of the Work is the date established in a written Notice to Proceed. The Contractor will not commence any actual operations prior to the date on

which the Notice to Proceed is issued by the Owner. Notwithstanding the previous sentence, preliminary work such as procuring Insurance Policy Endorsements, Certificates of Insurance and Payment and Performance Bonds can proceed after the Contract is signed and prior to the Notice to Proceed. The Contractor will begin the work to be performed under the Contract within ten days of the date set by the Owner in a written Notice to Proceed but, in any event, the Contractor will notify the Owner at least 48 hours in advance of the time actual construction operations will begin. The date will not be postponed by the failure to act of the Contractor or of persons or entities for whom the Contractor is responsible.

C. The date of Substantial Completion is the date certified by the Owner in accordance with Paragraph 9.07.

D. The term "day" as used in the Contract Documents will mean calendar day unless otherwise specifically defined.

E. The Contractor's plea that insufficient Contract Time was specified will not be a valid reason for extension of Contract Time. No extension of Contract Time for completion will be granted.

8.02 PROGRESS AND COMPLETION

A. Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Contract, the Contractor confirms that the Contract Time is a reasonable period for performing the Work. In the event the Contractor fails to promptly complete the Work herein within the Contract Time(s) provided, liquidated damages will accrue in the amount(s) and manner specified in the Contract.

Should a review indicate the Work has fallen behind the recognized Construction Schedule, at the sole discretion of the Owner, funds equal to the established liquidated damages for the number of days behind schedule may be withheld until the Work is brought back on schedule.

B. The Contractor will furnish sufficient forces, construction plant and equipment, and will work such hours, including night shifts and other overtime operations, as may be necessary to ensure prosecution of the Work in accordance with the Construction Schedule and the time limit set forth in the Contract. The Contractor will take such steps as may be necessary or as may be directed by the Owner to improve Contractor's progress by increasing the number of shifts, overtime operations, days of work, and amount of construction plant, as may be required, at no additional cost to the Owner.

C. Maintenance of Schedule: The Contractor will prosecute the Work with sufficient forces, materials, and equipment to maintain progress in accordance with the Construction Schedule. Should the Work in whole or in part fall behind the Construction Schedule, or should the progress of the Work appear to the Owner to be inadequate to assure completion on the completion date(s) specified in the Contract, the Contractor will, upon written notice from the Owner, take appropriate steps within seven (7) calendar days of such notice to put the Work back on schedule and meet the specified completion date(s).

1. Should the Contractor fail to institute appropriate measures within seven days, or should the measures taken fail to put the Work back on schedule within fourteen (14) calendar days of such notice, the Owner may, but will not be required to, supplement the Contractor's forces, materials and/or equipment with other forces, materials and/or equipment. The cost of such other forces, materials and/or equipment will be deducted by the Owner from sums otherwise owing to the Contractor. The Owner's use of such supplemental forces, materials and/or equipment will not excuse the Contractor from performing all of its obligations under the Contract Documents or relieve the Contractor from liquidated damages. The Contractor will coordinate and work together with such supplemental forces, materials and/or equipment.

2. Failure of the Contractor to comply with the requirements under this Paragraph will be grounds for determination that the Contractor is not prosecuting the Work with such diligence as will ensure completion within the time(s) specified and such failure constitutes a material breach of the Contract Documents. Upon such determination, the Owner may terminate the Contractor's right to proceed with the Work, or any separate part thereof, in accordance with Part 13, TERMINATION OR SUSPENSION OF THE CONTRACT.

D. The Contractor will proceed expeditiously with adequate forces and will achieve Substantial Completion within the Contract Time(s).

E. Should the execution of the Work be discontinued for any reason, the Contractor will notify the Owner at least twenty-four (24) hours in advance of resuming operations.

8.03 DELAYS AND EXTENSIONS OF TIME

A. No claim for damages or any claim other than for an extension of time will be made or asserted against the Owner by reason of any Delay, whether such Delay is related to (i) late or early completion, (ii) delay in the commencement, prosecution or completion of the Work, (iii) hindrance or obstruction in the performance of the Work, (iv) loss of productivity, or (v) other similar claims (collectively "Delay"), whether or not such Delay is foreseeable, unless the Delay is caused by acts of the Owner constituting fraud or active interference with the Contractor's performance of the Work, and only to the extent such acts continue after the Contractor furnishes the Owner with notice of such fraud or active interference. The Contractor will not be entitled to an increase in the Contract Sum or payment or compensation of any kind from the Owner for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to: damages related to loss of business, loss of opportunity, impact damages, loss of financing, principal office overhead and expenses, loss of profits, loss of bonding capacity and loss of reputation; costs of acceleration or inefficiency, arising because of Delay, disruption, interference or hindrance from any cause whatsoever; provided, however, that this provision will not preclude recovery of direct and actual damages by the Contractor for hindrances or Delays due solely to fraud or active interference on the part of the Owner. Otherwise, the Contractor may be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting Delay, in accordance with and to the extent specifically provided above. The Owner's exercise of any of its rights or remedies under the Contract Documents (including but not limited to, order changes in the Work,

directing suspension, rescheduling or correction of the Work), regardless of the extent or frequency of Owner's exercise of such rights or remedies, shall not be construed as active interference with the Contractor's performance of the Work.

B. Claims relating to time will be made in accordance with applicable provisions of Paragraph 4.03. Contractor's plea that insufficient time was specified will not be a valid reason for extension of the Contract time. Contract time will not be extended for a weather-related Delay except as provided in Paragraph 4.03.

1. Permitting the Contractor to continue and finish the Work or any part of it after the time fixed for its completion, or after that date to which the time for completion may have been extended, will in no way operate as a waiver on the part of the Owner of any of its rights under the Contract.

PART 9 – PAYMENTS AND COMPLETION

9.01 CONTRACT SUM

The Contract Sum is stated in the Contract and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

9.02 SCHEDULE OF VALUES

A. Before submitting the first Application for Payment, the Contractor will submit to the Owner and the Design Professional a Schedule of Values. Refer to Section 01370 – SCHEDULE OF VALUES for additional information.

1. The Schedule of Values will be approved by the Owner and the Design Professional prior to submitting the initial Application for Payment.

2. The Schedule of Values will be in a form as required by the Owner and the Design Professional to adequately establish costs of the Work.

3. This Schedule of Values will be prepared in such a form and supported by such data to substantiate its accuracy in reflecting the above breakdown for administrative and payment purposes as the Owner or Design Professional may require and will be revised later if found by the Design Professional to be inaccurate. If the Contract involves multiple projects and/or airports, project and/or airport sub-totals will be required.

4. This Schedule of Values, unless objected to by either the Owner or the Design Professional, will be used only as a basis for the Contractor's Application for Payment.

5. The Schedule of Values must be sent electronically in Microsoft Excel format along with the Application for Payment.

6. Initial Payment Application: The principal administrative actions and submittals which will precede or coincide with submittal of the Contractor's first Application for Payment are as follows, but not necessarily by way of limitation:

a. Listing of Subcontractors and principal suppliers and fabricators.

b. Schedule of Values.

c. Initial recognized CPM (or Bar Chart) Construction Schedule.

d. Schedule of submittals.

e. Stored Material spreadsheet and verification form.

f. Subcontractor signed agreements.

g. E-Verify compliance plans for Contractor and Subcontractors per Article 12.06, E-Verify Requirement.

h. E-Verify Certifications for Subcontractors. Subsequent applications for payment will include E-Verify Certifications for Subcontractors not included with the initial application for payment.

i. E-Verify reports for any new employees hired by the Contractor and Subcontractors since the start of the Contract Term. Subsequent applications for payment will include E-Verify reports for any new employees hired by the Contractor and Subcontractors not included with the initial application for payment. E-Verify reports will only be required when the Contractor and Subcontractors hire new employees and will not be required if the Contractor and Subcontractors do not hire any new employees.

9.03 APPLICATIONS FOR PAYMENT

A. The Contractor will, as a condition precedent to the right to receive any monthly payment, submit to the Owner, an Application for Payment, sample attached herein and identified as Exhibit A – Aviation Authority Application for Payment.

1. Scope of Payment: For performance of this Contract, the Owner will make payments in U.S. Dollars to the Contractor in accordance with the Owner approved Schedule of Values, which will be based on the Contract Sum amount established by the Contractor in. It is understood that the Contract Sum amount to be paid to the Contractor will be totally based on the said amount contained in Section and made a part of this Contract for the Work actually complete.

a. The Contractor will receive and accept compensation provided for in the Contract as full payment for furnishing all materials, for performing all Work under the Contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of whatever character arising out of the nature of the Work or the prosecution thereof, subject to the provisions of Paragraph 11.02 G., herein.

b. When the “basis of payment” subsection of a technical specification requires that the Contract price (price bid) include compensation for certain Work or material essential to the item, this same Work or material will not also be measured for payment under any other Contract item

which may appear elsewhere in the Contract Documents. For the purposes of clarification, this certain Work or material essential to the item is incidental and included in the basis of payment.

2. With the exception of the month of September, all notarized Applications for Payment will be submitted to the Owner by the third of each month. In the event that the third of the month falls on a Saturday, Sunday, or non-working day, Applications for Payment are due the prior business day. Payment will be made on the twenty fifth of the month. If the twenty fifth of the subsequent month falls on a Saturday, Sunday or non-working day, then payment will be made on the next business day. Applications for Payment submitted more than 25 days prior to the third of the month will be rejected and returned. Due to the end of fiscal year financial closeout, September Applications for Payment will be required to be submitted by September 15th, and in the event that the 15th falls on a Saturday, Sunday, or non-working day, Applications for Payment are due the next business day and a subsequent payment will be made the second Thursday of October. The Owner requires the Contractor to have a pencil copy review and approval of all Applications for Payment with the Owner's Construction Project Manager prior to its submittals.

3. The Contractor will submit to the Owner via email to AppforPayment@TampaAirport.com, one electronic copy of an executed and notarized original of an itemized Application for Payment prepared on a form supplied by the Owner at the pre-construction meeting and based on the agreed Schedule of Values and copy (pdf) of all submitted backup documents, supported by such data substantiating the Contractor's right to payment as the Owner or Design Professional may require and reflecting retainage for all Work performed through the last day of each month or agreed upon date. The Application for Payment will be certified by a person duly authorized in writing to execute contractual instruments on behalf of the Contractor.

   a. Each Application for Payment will include the Contractor's signed notarized statement, based on the agreed Schedule of Values of the value of the Work. The total payment for each month will be broken down according to the specific items from the Schedule of Values that have been completed/delivered for which payment is requested. All such payments will be commensurate with the actual progress of the Work which must be substantiated and itemized in the Monthly Construction Schedule. Payment will not be made for any Work which cannot be so substantiated. Refer to Section 01315 – SCHEDULES, PHASING.

   b. All progress payments will be subject to correction following the discovery of an error, misrepresentation, or unallowable cost in any previous Application for Payment. Approval of such erroneous Application for Payment will not in any respect be taken as an admission by the Owner of the amount of Work completed, or the release of the Contractor from any of its responsibility under the Contract.

4. The Contractor's design and Construction Schedule will be updated on a monthly basis and a copy thereof submitted with each of the Contractor's Applications for

Payment. This schedule update shall include a minimum thirty (30) day "look-ahead schedule", projected variances and calculation of the number of days difference between the as-built critical path and the Construction Schedule critical path. The Contractor shall, with each Application for Payment, provide completed monthly updated information for the previous month on the Construction Schedule and updated information on manpower indicated as-built and as-planned conditions. The updated information in the Construction Schedule shall not modify any milestone dates in the Construction Schedule that Owner has previously approved. The Owner will not approve for payment an Application for Payment not containing the Contractor's submission of an approved monthly design and Construction Schedule update. Refer to General Requirements Section 1315 – SCHEDULES, PHASING. Submission of the design and Construction Schedule will not relieve the Contractor of overall responsibility for scheduling, sequencing, and coordinating all Work to comply with the requirements of the Contract Documents.

5. In addition to the schedule updates required above, with each Application for Payment, Contractor shall, in addition to documentation required under the Contract, submit the following information which is required to process any Application for Payment including a monthly status report concisely but completely describing in narrative form, the current status of the Work including, without limitation:

   a. A review of actual progress during the month in comparison to the Construction Schedule and, if actual progress is behind schedule, discussion of any "work around" or "catch up plan" that Contractor has employed or will employ to recover the original Construction Schedule;

   b. A concise statement of the outlook for meeting future Construction Schedule dates, and the reasons for any change in outlook from a previous report;

   c. A concise statement of significant progress on major items of Work during the report period, with progress photographs as necessary to document the current status of the Work;

   d. A review of any significant technical problems encountered during the pay application period and the resolution or plan for resolution of the problems;

   e. An explanation of any corrective action taken or proposed;

   f. A complete review of the status of Change Orders, including a review of any changes in the critical path for the Construction Schedule which result from Change Orders approved by Owner during the month, as well as a review of the schedule impact of Change Order requests then pending;

   g. A summary of any claims anticipated by the Contractor with respect to the Work, including the anticipated cost and schedule impacts of any such claims;

h. A cumulative summary of the number of days of, and the extent to which the progress of the Work was delayed by, any of the causes for which Contractor could be entitled to an extension of the Contract Time; and

i. An updated material purchase log.

6. Further, the Design Professional will not recommend for payment by the Owner an Application for Payment without satisfactory documentation of material and services purchases scheduled to have been issued during the period of time covered by the Application for Payment. Copies of issued Purchase Orders and Contract (subcontracts) will be considered satisfactory documentation. Refer to Section 01315 – SCHEDULES, PHASING.

a. Entries will match current data of the Schedule of Values and Construction Schedule. Listing will include amounts of fully executed Change Orders per project approved by the Owner prior to the last day of the "period of work" covered by the Application for Payment. Incomplete Applications for Payment will be returned by the Owner without action.

b. For Contracts with a prescribed DBE or W/MBE goal or participation, the Contractor will submit via email to AppforPayment@TampaAirport.com with each Application for Payment the completed Commitment Form showing the detailed accounting for all DBE or W/MBE participation as applicable. Contractor will submit one (1) in electronic format.

This accounting will include:

(1) the names and addresses of DBE or W/MBE firms that have participated on the Contract;

(2) a description of the Work each named DBE or W/MBE form has performed;

(3) the value of Work performed by each named DBE or W/MBE firm;

(4) addition or replacement of approved DBE or W/MBE firms;

(5) at 50% completion – a plan of action properly reflecting anticipated DBE or W/MBE achievement of commitment; and

c. This accounting will also include original Certified Payrolls or electronic Certified Payrolls that include a verifiable electronic signature such as DocuSign, submitted to Owner on a weekly basis. The Owner must be in receipt of all original Certified Payrolls or electronic Certified Payrolls through the previously processed Application period of billing. All certified payrolls for the Project must be submitted in a single consistent format (either all paper copy or all electronic). All certified payroll interview deficiencies must be resolved at time of submission.

7. The Contractor will submit with each Application for Payment a detailed accounting of the value of Work performed to date by its Subcontractors. Submission detail will be organized identifying the supporting information.

   This accounting will include:

   a. the names and addresses of its Subcontractors that have participated on the Contract;

   b a description of the Work each of its Subcontractors has performed;

   c. the value of Work performed by each of its Subcontractors;

   d. fully signed and complete Subcontractor agreements;

   e. copies of Waivers of Right to Claim against the Payment Bond given by each Subcontractor, supplier, and Subcontractor and supplier for Sub-Contractor for the period up to the date of the Application for Payment; and

   f. equipment purchased for and paid by the Owner must be identified when invoiced so that an asset tag can be attached to that equipment. A detailed listing in Excel format must be submitted with the invoice when equipment is purchased. Final accounting for all assets will be performed at the completion of the project. Any assets unaccounted for will be reimbursed to the Owner.

8. The Design Professional will not recommend for payment by the Owner an Application for Payment without the Contractor's submission of the detailed DBE or W/MBE accounting.

9. The Design Professional will approve or disapprove the Contractor's Application for Payment within seven days after the receipt thereof and, upon approval, promptly issue to the Owner an Application for Payment recommending payment to the Contractor. Upon receipt by the Owner of the approved Application for Payment, the Owner will make payment according to the Owner's standard payment procedures following the month in which the Application for Payment was submitted. The Contractor agrees to pay each Subcontractor for satisfactory performance of its subcontract within ten (10) calendar days after the Contractor's receipt of payment from the Owner. The Contractor agrees further to release retainage payments to each Subcontractor within ten (10) calendar days upon receipt from Owner and after the Subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written notice to the Owner. This clause applies to both DBE or W/MBE and non-DBE or W/MBE Subcontractors.

10. The Owner will pay to the Contractor ninety-five percent (95%) of the amount of all Applications for Payment submitted by Contractor. The Applications for Payment will represent the actual value, based on the Contract amount, of the Work satisfactorily performed on the Schedule of Values, less the aggregate of all previous payments, and will reflect a retainage of five percent (5%) of the

total amount payable for Work satisfactorily completed to date. Upon written request from the Contractor, retainage may be released to the Contractor, in the sole discretion of the Owner, for the Work or designated portions thereof upon reaching Substantial Completion, as defined in Section 9.07, Substantial Completion. Any amounts that are the subject of a good-faith dispute, the subject of a claim brought pursuant to F.S. § 255.05, or are otherwise the subject of a claim or demand, will not be released. Retainage will not be withheld on design and construction administration fees, if any.

The Contractor is required to pay all Subcontractors for satisfactory performance of their contracts no later than ten (10) calendar days after the Contractor has received a partial payment. The Contractor is required to fully pay retainage to the Subcontractor within ten (10) calendar days after the subcontractor's work is satisfactorily completed. A Subcontractor's work is satisfactorily completed when (1) all the tasks called for in the subcontract have been accomplished and documented as required by the Owner, (2) the Work or a designated portion of the Work which the Subcontractor worked on has reached Substantial Completion (incremental acceptance) and (3) no good-faith disputes or claims involving the Subcontractor have manifested.

Notwithstanding the foregoing, at the Owner's sole option, when at least ninety-five percent (95%) of the Work has been completed, the Engineer shall, at the Owner's discretion and with the consent of the surety, prepare estimates of both the Contract value and the cost of the remaining Work to be done. Subject to Fla. Stat. Section 255.078 (if applicable), the Owner may retain an amount not less than twice the Contract value or estimated cost, whichever is greater, of the Work remaining to be done. Upon written request from the Contractor, the remainder (if any) may be released to the Contractor.

Notwithstanding the foregoing, at the Contractor's option, the Contractor may request that the Owner deposit the retainage into an escrow account. The Owner's deposit of retainage into an escrow account is subject to the following conditions:

a. The Contractor shall bear all expenses of establishing and maintaining an escrow account and escrow agreement acceptable to the Owner.

b. The Contractor shall deposit to and maintain in such escrow only those securities or bank certificates of deposit as are acceptable to the Owner and having a value not less than the retainage that would otherwise be withheld from partial payment.

c. The Contractor shall enter into an escrow agreement satisfactory to the Owner.

d. The Contractor shall obtain the written consent of the surety to such agreement.

11. In addition, the Owner may withhold or suspend additional payments or portions thereof to such extent as may be necessary to protect itself from loss on account of:

a. Work or execution thereof not performed or not in accordance with the Contract Documents.

b. The cost of the Work performed by the Owner, or contracted to others by the Owner, on behalf of the Contractor where said Work or the costs thereof are identified in the Contract Documents as the responsibility of the Contractor.

c. Whether items of Work remain to be corrected or completed following Substantial Completion or Final Acceptance.

d. Non-compliance with the Owner's DBE or W/MBE Policy or failure to meet the prescribed DBE goal or W/MBE expectancy set forth in this Contract, or to establish good faith efforts to do so.

(1) Failure of the Contractor to make a good faith efforts to achieve the DBE goal or W/MBE goal may be a material breach of this Contract. The determination of whether the Contractor's efforts were made in "good faith" will be made by the Owner.

(2) Unless otherwise provided in the Contract Documents, payment will only be for Work in place.

e. Other non-compliance with the Contract, Owner Policies or Procedures.

B. The Owner will have the right to omit or order non-performance of a portion of the Work in the best interest of the Owner.

1. Should the Owner omit or order non-performance of a portion of the Work, the Contract Sum will be reduced accordingly. However, the Contractor will be paid for any such work actually completed and acceptable prior to the order to omit or non-perform.

2. Should the Owner omit or order non-performance of a portion of the Work, acceptable materials ordered by the Contractor or delivered to the Work prior to the date of the Owner's order will be paid for at the actual cost to the Contractor and will become the property of the Owner.

3. In addition to the reimbursement hereinbefore provided, the Contractor shall be reimbursed for all actual costs incurred for the purpose of performing the omitted Contract item prior to the date of the Owner's order. Such additional costs incurred by the Contractor must be directly related to the deleted Contract item and will be supported by certified statements by the Contractor as to the nature the amount of such costs.

C. Payments may be made on account of non-perishable materials or equipment not incorporated in the Work but delivered and suitably stored at the site, upon the following conditions being met:

1. The Materials have been stored or stockpiled in a manner acceptable to the Owner and Design Professional.

2. The Contractor has furnished the Design Professional with satisfactory evidence that the materials and transportation costs have been paid.

3. The Contractor has furnished the Design Professional with acceptable evidence of the quantity and quality of such stored or stockpiled materials.

4. The Contractor has furnished the Owner legal title (free of liens or encumbrances of any kind) to materials so stored or stockpiled.

5. The Contractor has furnished to the Owner and Design Professional copies of paid invoices of all stored materials and all stored material listed in Excel format and as a hard copy and a stored material verification form. All supporting backup must be labeled with the Schedule of Values item number and calculation of item number listed on the Schedule of Values.

6. Documentation that all material meets specification requirements.

7. The Contractor will be responsible for all loss or damage of any type to such materials or equipment and will make suitable replacement or repair as necessary at the Contractor's own expense.

8. The Contractor will be responsible for security with respect to all such stored materials and equipment.

9. The Contractor has furnished the Owner evidence that the material so stored or stockpiled is insured against loss by damage to or disappearance of such materials at any time prior to use in the Work.

10. Payments for material on hand for delivered material to be used in one item of Work must exceed $3,000.00, and not scheduled to be incorporated into the work within sixty days after delivery.

11. It is understood and agreed that the transfer of title and the Owner's payment for such stored or stockpiled materials will in no way relieve the Contractor of its responsibility for furnishing and placing such materials in accordance with the requirements of the Contract Documents.

12. No partial payment will be made for stored or stockpiled living or perishable plant materials.

13. The Contractor will bear all costs associated with the partial payment of stored or stockpiled materials in accordance with the provisions of this subsection.

14. In no case will the amount of payments for materials on hand exceed the Contract Price for such materials or the Contract Price for the Contract Item in which the material is intended to be used.

Notwithstanding the foregoing, the Owner may in its sole and absolute discretion, in special circumstances approve in writing in advance the waiver or one or more of the above conditions for payment of non-perishable materials or equipment not incorporated in the Work.

D. The Contractor warrants that title to all work covered by an Application for Payment will pass to the Owner upon receipt of payment by the Contractor. The Contractor further warrants that upon submittal of an Application for Payment, all work for which certificates for payment have been previously issued and payments received from the Owner will, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances (hereinafter referred to in this Part as liens) in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials or equipment relating to the Work.

E. When the accepted quantities of Work vary from the quantities in the Bid, the Contractor shall accept as payment in full, so far as Contract items are concerned, payment at the original Contract price for the accepted quantities of Work actually completed and accepted. No allowance will be made for any increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor which results directly from such alterations or indirectly from its own unbalanced allocation of overhead and profit among the Contract items, or from any other cause.

F. Extra work, performed in accordance with Part 7, Changes in the Work, will be paid for at the Contract prices or agreed prices specified in the Modification or Work Order authorizing the extra Work.

9.04 CERTIFICATES FOR PAYMENT

A. The Design Professional will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Design Professional determines is properly due, or notify the Contractor and Owner in writing of the Design Professional's reasons for withholding certification in whole or in part as provided in Subparagraph 9.05 A.

B. The issuance of a Certificate for Payment will constitute a representation by the Design Professional to the Owner, based on the Design Professional's observations at the site and review of the data comprising the Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Design Professional's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the Design Professional. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Design Professional has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the work, (2) reviewed construction means, methods, techniques, sequences or procedures, or (3) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

C. In taking action on the Contractor's Applications for Payment, the Design Professional will be entitled to rely on the accuracy and completeness of the information furnished by the Contractor and will not be deemed to represent that the Design Professional has made a

detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Subparagraph 9.04 B. or other supporting data, that the Design Professional has made exhaustive or continuous on-site inspection or that the Design Professional has made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner will be performed by the Owner, acting in the sole interest of the Owner.

9.05 DECISIONS TO WITHHOLD CERTIFICATION

A. The Design Professional may decide not to certify the Application for Payment and may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Design Professional's opinion the representations to the Owner required by Subparagraph 9.04 B. cannot be made. If the Design Professional is unable to certify payment in the amount of the Application for Payment, the Design Professional will notify the Contractor and Owner as provided in Subparagraph 9.04 A. If the Contractor and Design Professional cannot agree on a revised amount, the Design Professional will promptly issue an Application for Payment for the amount for which the Design Professional is able to make such representations to the Owner. The Design Professional may also decide not to certify payment, or because of subsequently discovered evidence or subsequent observations may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Design Professional's opinion to protect the Owner from loss because of:

1. defective Work not remedied;

2. third party claims filed or reasonable evidence indicating probable filing of such claims;

3. failure of the Contractor to make payment properly to Subcontractors or for labor, materials or equipment;

4. reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

5. damage to the Owner or another Contractor;

6. reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to complete the Work and to cover actual or liquidated damages for the anticipated delay;

7. persistent failure to carry out the Work in accordance with the Contract Documents; and/or

8. failure of the Contractor to provide satisfactory documentation of material and services purchased in accordance with the Construction Schedule.

9. other failure of the Contractor to comply with the Contract, Owner Policies or Procedures.

B. When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

9.06 PROGRESS PAYMENTS

A. After the Design Professional has certified the Application for Payment, the Owner will endeavor to make payment according to the Owner's standard payment procedures. If deficiencies are found, a standard deficiency e-mail will be sent to the Contractor to resolve within twenty-four (24) hours. If the deficiency is not resolved within that time, the Application will be returned.

B. Prompt Payment Clause. The Contractor agrees to pay each Subcontractor under the Contract for satisfactory performance of its contract no later than ten (10) calendar days from the receipt of each payment the Contractor receives from the Owner. The Contractor agrees further to release retainage payments to each Subcontractor upon receipt from Owner and within ten (10) calendar days after the Subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written notice to the Owner. This clause applies to both D/W/MBE and non-D/W/MBE Subcontractors.

C. Neither the Owner nor the Design Professional will have an obligation to pay or to see to the payment of money to a Subcontractor, Sub-Subcontractor or material supplier.

D. The payment of any Application for Payment prior to Final Acceptance of the Work by the Owner will in no way constitute an acknowledgement of the acceptance of the Work, or in any way prejudice or affect the obligation of the Contractor to repair, correct, renew, or replace, at the Contractor's expense, any defects, imperfections or design errors or omission in the design, construction, or in the strength or quality of the equipment or materials used in or about the construction of the Work under Contract and its appurtenances, or any damage due or attributed to such defects The Contractor will be liable to the Owner for failure to correct same as provided herein.

E. An Application for Payment, a certified progress payment, or partial or entire use or occupancy of the Project by the Owner will not constitute acceptance of Work not in accordance with the Contract Documents.

F. The Owner may deduct from the balance due the Contractor under the provisions of the Contract Documents any liquidated damages which may have accrued.

G. Provision for assessment of liquidated damages for delay will in no manner affect the Owner's right to terminate the Contract as provided in Part 13, TERMINATION OR SUSPENSION OF THE CONTRACT or elsewhere in the Contract Documents. The Owner's exercise of the right to terminate will not release the Contractor from its obligation to pay said liquidated damages in the amounts set out in the Contract.

9.07 SUBSTANTIAL COMPLETION

A. Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

B. When the Contractor considers that the whole Work, or a portion thereof designated in the Contract Documents for separate completion, is substantially complete and the premises comply with Paragraph 3.13 A., the Contractor will submit to the Design Professional: (1) the permits and certificates referred to in Paragraph 12.05 D., and (2) the Contractor's request for inspection by the Owner and Design Professional.

1. The Owner and Design Professional will then make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the inspection discloses any item which is not in accordance with the requirements of the Contract Documents, the Design Professional will then prepare and submit to the Contractor a comprehensive list of items to be completed and/or corrected. The Contractor will proceed promptly to complete and correct items on the list before issuance of the Certificate of Substantial Completion by the Owner. The Contractor will then submit a request for another inspection to determine Substantial Completion. Repeat inspections will be performed prior to issuance of the Certificate of Substantial Completion by the Owner.

2. All Work items or Contract requirements which remain incomplete/unsatisfied at the Date of Substantial Completion will become part of the Final Acceptance punch list. For projects with a value under $10 million, within thirty (30) calendar days after Substantial Completion, the Owner will develop the Final Acceptance punch list and will provide it to the Contractor within five days after its completion. The Contractor will be allowed a minimum of thirty (30) calendar days after delivery of the Final Acceptance punch list to complete the items listed on the Final Acceptance punch list. However, for projects with a value over $10 million, within sixty (60) calendar days after Substantial Completion, the Owner will develop the Final Acceptance punch list and will provide it to the Contractor within five days after its completion. The Contractor will be allowed a minimum of 30 days after delivery of the Final Acceptance punch list to complete the items listed on the Final Acceptance punch list.

3. When the Work or designated portion thereof is substantially complete, the Owner will prepare a Certificate of Substantial Completion which will establish: the date of Substantial Completion; responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work; and insurance. All Warranties required by the Contract Documents will commence on the date of Substantial Completion. The Certificate of Substantial Completion will be submitted to the Design Professional and Contractor for their written acceptance of responsibilities assigned to them in such Certificate.

C. Upon Substantial Completion of the whole Work and upon application by the Contractor and certification by the Design Professional, the Owner will make payment, reflecting adjustment in retainage, if any, for such Work as provided in the Contract Documents.

D. After Substantial Completion of the whole Work, the Design Professional may, at the Design Professional's discretion and with the consent of the Contractor's Surety, approve an Application for Payment from which will be retained an amount not less than 1.5 times the Contract value or 1.5 times the estimated cost, whichever is greater, of the Work remaining to be done. Remaining retainage will be released with Final Payment after Final Acceptance of the whole Work.

E. After Substantial Completion, closeout documents as required in Section 01700, Project Closeout, can be submitted to the Owner. The Owner will provide a detailed list of the closeout documents required after receipt and acceptance of the Final Acceptance punch list.

9.08 PARTIAL OCCUPANCY OR USE

A. The Owner or separate contractors may occupy or use any completed or partially completed portion of the Work at any stage. Such partial occupancy or use may commence whether or not the portion is substantially complete.

B. If at any time during the execution of the project the Contractor substantially completes a usable unit or portion of the work, the occupancy of which will benefit the Owner, the Contractor may request the Owner to make final inspection of that unit and the Contractor will prepare and submit the comprehensive list of items to be completed and/or corrected to the Design Professional as provided under Subparagraph 9.07 B.

C. Immediately prior to such partial occupancy or use, the Owner, Contractor and Design Professional will jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work. If the Owner finds upon inspection that the unit has been satisfactorily completed in compliance with the Contract, the Owner may accept it as being complete, and the Contractor may be relieved of further responsibility for that unit.

D. Such partial acceptance and beneficial occupancy by the Owner shall not void or alter any provision of the Contract. Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work will not constitute acceptance of the Work not complying with the requirements of the Contract Documents.

9.09 FINAL COMPLETION AND FINAL PAYMENT

A. Upon due notice from the Contractor of presumptive completion of the entire Project, the Owner will make an inspection. If all construction provided for and contemplated by the Contract is found to be complete in accordance with the Contract Documents, such inspection shall constitute the final inspection. When the Owner and Design Professional find the Work acceptable under the Contract Documents and the Contract fully performed, the Owner will promptly issue a Certificate of Final Acceptance stating that to the best of the Owner's and Design Professional's knowledge, information and belief, and on the basis of the Owner's and Design Professional's observations and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents. The Owner shall notify the Contractor in writing of final acceptance as of the date of the final inspection. The Design Professional's Certification of the Final Application

for Payment will constitute a further representation that conditions listed in Paragraph 9.09 B. as precedent to the Contractor's being entitled to Final Application for Payment have been fulfilled. In the Final Certificate for Payment, the Design Professional will state the date on which the whole Work was fully complete and acceptable, which date will be the date of Final Acceptance.

If, however, the inspection discloses any Work, in whole or in part, as being unsatisfactory, the Owner will notify the Contractor, and the Contractor shall correct the unsatisfactory Work. Upon correction of the Work, another inspection will be made which shall constitute the final inspection, provided the Work has been satisfactorily completed. In such event, the Owner will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of final inspection.

B. Neither final payment nor any remaining retained percentage will become due until the Contractor submits to the Design Professional:

1. an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied,

2. a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be cancelled or allowed to expire until at least thirty (30) calendar days' prior written notice has been given to the Owner,

3. a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents,

4. consent of surety, if any, to final payment,

5. Provide weekly payroll records (not previously received) from the Contractor and all Subcontractors,

6. If required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If the Contractor fails to furnish such releases or waivers as the Owner reasonably requires satisfying the Owner that there are no outstanding liens, the Owner may require the Contractor, at the Contractor's expense, to furnish a bond satisfactory to the Owner to indemnify the Owner against such liens. If such lien remains unsatisfied after payments are made, the Contractor will refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

7. Provide two (2) copies of all manufacturer's warranties specified for materials, equipment, and installations,

8. Provide a certified statement signed by the Subcontractors, indicating actual amounts paid to the Women and Minority Business Enterprise (W/MBE) or

Disadvantaged Business Enterprise (DBE) subcontractors and/or suppliers associated with the Project,

9. Manufacturer's certifications for all items incorporated in the Work,

10. All required record drawings, as-built drawings or as-constructed drawings,

11. Project Operation and Maintenance (O&M) Manual(s),

12. Security for Construction Warranty, and

13. Equipment commissioning documentation submitted, if required.

Upon satisfactory final acceptance of all Work required by the Contract Documents, receipt of notice of final acceptance from the Design Professional, compliance with project closeout of Section 01700 – PROJECT CLOSEOUT, completion of final cleanup and completion of all punch list items, the Contractor will make Application for Final Payment in the same format as progress payments.

C. Acceptance of final payment by the Contractor, a Subcontractor or material supplier will constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of Final Application for Payment. Such waivers will be in addition to the waiver described in Subparagraph 4.03 D.

D. All closeout documentation shall be furnished at least seven days before submission of Application for Final Payment.

E. The Contractor is required to provide all information and supporting documentation required to enable the Owner to receive any applicable state or federal grants.

PART 10 – PROTECTION OF PERSONS AND PROPERTY

10.01 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

10.02 SAFETY OF PERSONS AND PROPERTY

A. The Contractor will take reasonable precautions for safety of, and will provide reasonable protection to prevent damage, injury or loss to;

1. employees performing Work and other persons who may be affected thereby;

2. the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, or under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-Subcontractors.

3. other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction; and

4. any other property of the Owner, or construction by separate contractors.

B. The Contractor will give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

C. The Contractor will erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying Owner and users of adjacent sites and utilities.

D. When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor will exercise utmost care and carry on such activities under supervision of properly qualified personnel.

E. The Contractor will promptly remedy damage and loss to property referred to in Paragraphs 10.02 A.2. and 10.02 A.3. caused in whole or in part by the Contractor, a Subcontractor, a Sub-Subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable, except damage or loss solely attributable to acts or omissions of the Owner or Design Professional or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable in whole or in part to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Paragraph 3.18.

F. The Contractor will designate a competent person of the Contractor's organization at the site whose duty will be the prevention of accidents. This person will be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Design Professional.

G. The Contractor will not load or permit any part of the construction or site to be loaded so as to endanger its safety.

H. The Contractor will comply with the provisions of the Occupational Safety and Health Act of 1970, 84 Stat. 1190, 29 U.S.C. 611 et seq. (as amended), and applicable regulations and requirements under said Act. The Contractor will maintain an accurate record of all accidents causing death, traumatic injury, occupational disease, or damage to property, materials, supplies and equipment incidental to Work performed under this Contract.

I. The Contractor will be responsible for the preservation of all public and private property and will protect carefully from disturbance or damage all land monuments and property markers until the Design Professional has witnessed or otherwise referenced their location and will not move them until directed.

J. The Contractor will be responsible for all damage or injury to property of any character during the prosecution of the Work resulting from any act, omission, neglect, or misconduct in the Contractor's manner or method of executing the Work, or at any time due to defective Work or materials and said responsibility will not be released until the Project will have been completed and accepted.

K. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution

of the Work, or in consequence of the non-execution thereof, by the Contractor, Contractor will restore, such property, at the Contractor's own expense, to a condition similar or equal to that existing before such damage or injury was done, by repairing, or otherwise restoring, as may be directed, or Contractor will make good such damage or injury in an acceptable manner.

L. Work that is to remain in place which is damaged or defaced by reason of Work performed under this Contract will be restored at no additional cost to the Owner.

M. Until the Owner's Final Written Acceptance of the whole Work, excepting only those portions of the Work accepted in accordance with Paragraph 9.07 B. herein, the Contractor will have the charge and care thereof and will take every precaution against injury or damage to any part due to the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the Work. The Contractor will rebuild, repair, restore, and make good all injuries or damages to any portion of the Work occasioned by any of the above causes before Final Completion and will bear the expense thereof.

N. If the Work is suspended for any cause whatsoever, the Contractor will be responsible for the Work during such suspension and will take such precautions necessary to prevent damage to the Work. The Contractor will provide for normal drainage and will erect necessary temporary structures, signs, or other facilities at the Contractor's own expense. If the Owner orders the suspension of the Work, additional compensation or extension of time may be claimed by the Contractor. During such period of suspension of Work, the Contractor will properly and continuously maintain in an acceptable growing condition all living material in newly established plantings, seedlings, and sod furnished under the Contract, and will take adequate precautions to protect new tree growth and other important vegetative growth against injury.

O. The Contractor will be solely responsible for the means, methods, techniques, sequences, and procedures of construction. The Contractor will be responsible to the Owner for the acts and omissions of all Contractor's employees and Subcontractors, their agents and employees, and all other persons performing any of the Work under a contract with the Contractor.

10.03 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor will act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency will be determined as provided in Paragraph 4.03 and Part 7, CHANGES IN THE WORK.

PART 11 – UNCOVERING AND CORRECTION OF WORK

11.01 UNCOVERING OF WORK

A. If a portion of the Work is covered contrary to the Owner's/Design Professional's request or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the Owner/Design Professional, be uncovered for the Owner's/Design Professional's observation and be replaced at the Contractor's expense without change in the Contract Time.

B. If a portion of the Work has been covered which the Design Professional has not specifically requested to observe prior to its being covered, the Owner/Design Professional may request to see such Work and it will be uncovered by the Contractor. If such work is in accordance with the Contract Documents, costs of uncovering and replacement will, by appropriate Change Order, be charged to the Owner. If such Work is not in accordance with the Contract Documents, the Contractor will pay such costs unless the condition was caused by the Owner or a separate contractor in which event the Owner will be responsible for payment of such costs.

11.02 CORRECTION OF WORK

A. The Contractor will promptly correct Work rejected by the Owner/Design Professional for failing to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Contractor will bear costs of correcting such rejected Work, including additional testing and inspections and compensation for the Design Professional's services and expenses made necessary thereby.

B. If, within one year after the Date of Substantial Completion of the whole Work or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, the Contractor will correct it promptly after receipt of a written notice from the Owner to do so. This obligation will survive termination of the Contract. The Owner will give such notice promptly after discovery of the condition.

C. The Contractor will remove from the site portions of the Work which are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

D. If the Contractor fails to correct non-conforming work within a reasonable time, the Owner may correct it in accordance with Paragraph 2.04. If the Contractor does not proceed with correction of such non-conforming work within a reasonable time fixed by written notice from the Owner or Design Professional, the Owner may remove it and store the salvageable materials or equipment at the Contractor's expense. If the Contractor does not pay costs of such removal and storage within ten days after written notice, the Owner may, upon ten additional days' written notice, sell such materials and equipment at auction or at private sale and will account for the proceeds thereof, after deducting costs and damages that should have been borne by the Contractor, including compensation for the Owner's or Design Professional's services and expenses made necessary thereby. If such proceeds of sale do not cover costs which the Contractor should have borne, the Contract Sum will be reduced by the deficiency. If payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor will pay the difference to the Owner.

E. The Contractor will bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate Contractors caused by the contractor's correction or removal of Work which is not in accordance with the requirements of the Contract Documents.

F. Nothing contained in Paragraph 11.02 will be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents. Establishment of the time period of one year as described in Subparagraph 11.02 B relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

G. Upon completion of the whole Work, the Owner and the Design Professional will expeditiously make final inspection in accordance with Section 01700 – PROJECT CLOSEOUT and will notify the Contractor of Final Acceptance. Such Final Acceptance, however, will not preclude or stop the Owner from correcting any measurement, estimate, or certificate made before or after completion of the whole Work, nor will the Owner be precluded or stopped from recovering from the Contractor or Contractor's Surety, or both, such overpayment as may be sustained, by failure on the part of the Contractor to fulfill Contractor's obligations under the Contract. A waiver on the part of the Owner of any breach of any part of the Contract will not be held to be a waiver of any other or subsequent breach.

H. The Contractor, without prejudice to the terms of the Contract, will be liable to the Owner for latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards to the Owner's rights under any warranty or guaranty.

11.03 ACCEPTANCE OF NON-CONFORMING WORK

If the Owner prefers to accept Work which is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate as determined by the Owner in its reasonable discretion Such adjustment will be affected whether or not Final Payment has been made.

PART 12 – MISCELLANEOUS PROVISIONS

12.01 GOVERNING LAW

The Contract will be governed by the law of the State of Florida. Venue for any action, arising from or related to the Contract, will be in the Florida State Circuit Court in and for the 13th Circuit, Hillsborough County, such court having sole and exclusive jurisdiction. Confidential mediation with a mediator selected by the Owner shall be a condition precedent to litigation.

12.02 SUCCESSORS AND ASSIGNS

A. The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, contracts and obligations contained in the Contract Documents. Except as hereinafter provided, the Contractor will not assign or sublet this Contract in whole or in part without the written consent of the Owner, nor will the Contractor assign any monies due or to become due to Contractor hereunder without the previous written consent of the Owner. If the

Contractor attempts to make such assignment without such consent, the Contractor will nevertheless remain legally responsible for all obligations under the Contract.

B. The Owner reserves the right to transfer its interests herein to any other governmental body created or authorized by law to operate the Airport.

12.03 WRITTEN NOTICE

Written notice will be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended, on the date of delivery, or if delivered at or sent by registered or certified mail to the last business address known to the party giving notice on the date of mailing.

12.04 RIGHTS AND REMEDIES

A. Except as otherwise provided in the Contract Documents, duties and obligations imposed by the Contract Documents and rights and remedies available thereunder will be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

B. No action or failure to act by the Owner or Design Professional will constitute a waiver of a right or duty afforded them under the Contract, nor will such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

C. Continued performance by the Owner as to the terms of this Contract after default by the Contractor will not be deemed a waiver by the Owner of the right to cancel for any subsequent default. Inspections, measurements or certificates issued by the Owner, payments of money, acceptance of any Work, grants of any extension of time, or any other action taken by the Owner will not operate as a waiver of any provisions of the Contract or any power therein reserved to the Owner of any rights to damages therein provided. Any waiver of any breach of Contract will not be held to be a waiver of any other or subsequent breach.

D. To the maximum extent permitted by applicable law, the Contractor agrees it will not seek equitable adjustment of the terms of this Contract and that its remedies are limited to those specified herein.

12.05 TESTS AND INSPECTIONS

A. Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction will be made at an appropriate time. The Contractor will give the Owner and Design Professional timely notice of its readiness so the Design Professional may observe such inspections, tests or approvals conducted by the Contractor or public authorities other than the Owner. (Refer to Section 01410 – Testing Laboratory Services).

B. If the Owner, Design Professional, or other public authority having jurisdiction determines that portions of the Work require additional testing, inspection or approval not included under Subparagraph 12.05 A., the Design Professional will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional

testing, inspection or approval and the Contractor will give timely notice to the Owner and Design Professional of when and where such tests, inspections or approvals are to be made so the Design Professional may observe such procedures. The Owner will bear such costs except as provided in Subparagraph 12.05 C.

C. If such procedures for testing, inspection or approval under Subparagraphs 12.05 A. and 12.05 B. reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, the Contractor will bear all costs made necessary by such failure including those of repeated procedures and compensation for the Design Professional's services and expenses.

D. The Contractor will secure and promptly deliver to the Owner or Design Professional any required certificates of testing, inspection or approval, any occupancy permits, any certificates of final inspection of any part of the Contractor's Work and any operating permits for any mechanical apparatus, such as elevators, boilers, air compressors, etc., which may be required by law to permit full use and occupancy of the premises by the Owner. Receipt of such permits or certificates by the Owner or Design Professional will be a condition precedent to Substantial Completion of the Work or designated portion thereof.

E. Tests or inspections conducted pursuant to the Contract Documents will be made promptly to avoid unreasonable delay in the Work.

F. Notwithstanding any dispute which may arise out of the Work, the Contractor will carry on the work and maintain effective progress to complete same within the Contract Time(s) set forth in the Contract Documents.

12.06 E-VERIFY REQUIREMENTS/UNAUTHORIZED ALIENS

A. The Contractor agrees to comply with all applicable E-Verify requirements, including but not limited to, the State of Florida, Office of the Governor, Executive Order Number 11-116 (Verification of Employment Status), which states that all agencies under the direction of the Governor are to include, as a condition of all state contracts for the provision of goods or services to the state in excess of nominal value, an express requirement that contractors 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 contract term, and an express requirement that contractors include in such subcontracts the requirement that Subcontractors performing work or providing services pursuant to the state contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the Subcontractor during the contract term. Any projects with Florida Department of Transportation (FDOT) funding will contain this assurance as a condition for any new Joint Participation Agreements dated after January 4, 2011. The Contractor will verify all of its new employees and will require that its Subcontractors verify all of its new employees in accordance with the E-verify requirements set out above.

B. FDOT considers the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation will be cause of unilateral cancellation of this Contract.

C. By entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all Subcontractors to provide an affidavit attesting that the Subcontractor uses the E-verify system and subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Contract, or if a Subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the Section 448.095 by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

12.07 LOBBYING AND INFLUENCING FEDERAL OR STATE EMPLOYEES - 49 CFR part 20, Appendix A

The Contractor certifies by signing and submitting its bid and this Contract, to the best of its knowledge and belief, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, 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.

B. 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.

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.

The Contractor or offeror must place the language of this certification in all contracts, purchase orders and other documents binding contractors, Subcontractors and suppliers and require that all contractors, Subcontractors and suppliers execute such certification and disclose accordingly.

No funds received pursuant to this Contract may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

PART 13 – TERMINATION OR SUSPENSION OF THE CONTRACT

13.01 TERMINATION BY THE OWNER FOR CAUSE

A. The Owner may terminate this Contract for cause if the Contractor:

1. Fails to commence the Work within the time specified, fails to maintain adequate progress toward completion of the Work, abandons the prosecution of the Work; or

2. Fails to perform the Work, fails to provide a sufficient number of adequately skilled workers or supervisory staff who actively staff the Project and prosecute the Work, or fails to have available at the site proper equipment or materials to assure completion of the Work in accordance with the terms of the Contract Documents; or

3. Performs the Work unsuitably, or neglects or refuses to remove materials or to perform anew such Work as may be rejected by Owner as unacceptable or unsuitable; or

4. Discontinues the execution of the Work; or

5. Fails to resume the Work which has been discontinued within a reasonable time after notice to do so; or

6. Becomes insolvent, is declared bankrupt, files for reorganization under the bankruptcy code or commits any act of bankruptcy or insolvency, either voluntarily or involuntarily; or

7. Allows any final judgment against it to remain unsatisfied for a period of thirty (30) calendar days; or

8. Makes an assignment for the benefit of creditors or attempts to assign its rights or obligations under this Contract or any part thereof to any third-party without the prior written consent of the Owner; or

9. Fails to comply with Contract requirements regarding minimum wage payment EEO, W/MBE or DBE requirements; or

10. Disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction; or

11. Consents to or is the subject of any order or decree of any court or governmental authority or agency having jurisdiction appointing a receiver, trustee, or liquidator to take possession or control of all or substantially all of the Contractor's property for the benefit of creditors; or

12. Materially breaches any provision in this Contract; or

13. If at any time the Surety executing the bonds is determined by the Owner to be unacceptable and the Contractor fails to furnish an acceptable substitute Surety within ten days after notice from the Owner; or

14. Fails or refuses to perform any other obligation under this Contract, or fails to remedy such nonperformance within seven (7) calendar days after notice of the occurrence by the Owner; or

15. Fails to achieve the required dates of Substantial and/or Final Completion.

B. When any of the above reasons exist, the Owner may, without prejudice to any other rights or remedies available, give notice, in writing, to the Contractor and the Contractor's Surety. If the Contractor within a period of ten days after receiving such notice has not commenced in good faith to cure such cause or breach, or if having commenced such cure is not proceeding diligently to complete the cure, the Owner will have full power and authority, without violating this Contract, to immediately take the prosecution of the Work out of the hands of the Contractor, may declare the Contractor in default, and may terminate, in whole or in part, this Contract.

1. Upon termination of this Contract, the Owner may, subject to any prior rights of the Contractor's Surety:

a. Take possession of the site and of all materials, equipment, tools, electronic drawings, including but not limited to BIM models, shop drawings and machinery thereon owned by the Contractor; and

b. Finish the Work by whatever method the Owner may deem expedient and necessary.

C. When the Owner terminates this Contract for cause, the Owner will be entitled to hold all amounts due the Contractor at the date of termination until completion of the Work and final evaluation of the Owner's damages associated with the termination. The Contractor will be liable to the Owner for costs and expenses incurred by the Owner in completing the Work, and also for losses, damages, costs and expenses including, but not limited to, direct, indirect and consequential damages. If such costs and expenses exceed the sum that would have been payable under this Contract, then the Contractor and the Surety will be liable and will pay to the Owner the amount of such excess. If the unpaid balance of the Contract Sum exceeds the cost of finishing the Work, including any and all additional costs and expenses to the Owner, such excess, to the extent earned, will be paid to the Contractor and/or Contractor's Surety.

D. Upon termination of this Contract, the Owner has no liability for anticipated profits for unfinished Work.

E. Termination of this Contract, or any portion thereof, will not relieve the Contractor or the Contractor's Surety of their liability for past and future damages, losses or claims on Work performed or on account of any act, omission, or breach by the Contractor. Liability for liquidated damages, if any, will continue to accrue as set forth in the Contract Documents.

F. The Owner's right to termination, as set forth herein, shall be in addition to and not a limitation of any and all other rights and remedies available to the Owner, at law, in equity or under the terms of this Contract. If the Owner improperly terminates this Contract for cause, this termination for cause will be converted to and deemed to be a termination for convenience in accordance with the provisions of Paragraph 13.03. In such case, Contractor shall only be entitled to those rights and remedies expressly stated in Paragraph 13.03 and in no event shall Contractor be entitled to any damages or remedies for wrongful termination.

G. Termination of this Contract, or portion thereof, under this Article does not relieve the Contractor or the Contractor's Surety of its responsibilities for the completed portion of the Work or its obligation for and concerning any just claims arising out of the Work performed.

13.02 SUSPENSION BY THE OWNER

The Owner will have the authority to suspend the Work wholly, or in part, for such period or periods the Owner may deem necessary, with or without cause, due to unsuitable weather, or other conditions considered unfavorable for the execution of the Work, or for any other reason or for such time necessary due to the failure on the part of the Contractor to carry out orders given or perform any or all provisions of the Contract. If the whole Work is suspended, all days elapsing due to causes not the fault of the Contractor between the effective dates of the Owner's order to suspend and subsequent order to resume the Work will be excluded from the Contract Time.

Notwithstanding Subsection 8.03 herein, in the event that the Contractor is ordered by the Owner, in writing, to suspend Work for some unforeseen cause not otherwise provided for in the Contract and over which the Contractor has no control, the Contractor may be reimbursed for actual money expended on the Work during the period of shutdown. No allowance will be made for anticipated profits. The period of shutdown shall be computed from the effective date of the written order to suspend Work to the effective date of the written order to resume the Work. Claims for such compensation shall be filed with the Owner within the time period stated in the Owner's order to resume Work. No provision of this article shall be construed as entitling the Contractor to compensation for delays due to inclement weather or for any other delay provided for in the Contract Documents.

If it becomes necessary to suspend Work for an indefinite period, the Contractor shall store all materials in such manner that they will not become an obstruction nor become damaged in any way. The Contractor shall take every precaution to prevent damage or deterioration of the Work performed and provide for normal drainage of the Work. The Contractor shall erect temporary structures where necessary to provide for traffic on, to, or from the airport.

13.03 TERMINATION FOR CONVENIENCE OF OWNER

A. Notwithstanding anything else in this Contract, the Owner may terminate the performance of the Work under this Contract in whole or in part if the Owner determines that a termination is in the Owner's best interest or its sole and absolute discretion. The Owner will terminate by delivery to the Contractor a Notice of Termination specifying the extent of termination and the effective date.

B. After receipt of a Notice of Termination, and except as directed by the Owner, the Contractor will immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this Paragraph:

1. Complete Work not terminated and stop Work as specified in the Notice of Termination.

2. Place no further subcontracts or orders (referred to as subcontracts in this paragraph) for materials, services, or facilities, except as necessary to complete the continued portion of the Contract.

3. Terminate all subcontracts to the extent they related to the Work terminated.

4. Assign to the Owner, as directed, all rights, title, and interest of the Contractor under the subcontract terminated, in which case the Owner will have the right to settle or to pay any termination settlement proposal arising out of those terminations.

5. With approval or ratification to the extent required by the Owner, settle all outstanding liabilities and termination settlement proposals arising from the terminations of subcontracts (the approval or ratification will be final for purposes of this paragraph).

6. As directed by the Owner, transfer title and deliver to the Owner (1) the fabricated or unfabricated parts, Work in progress, completed Work, supplies, and other material produced or acquired for the Work terminated, and (2) the completed or partially completed plans, drawings, information, and other property that, if the Contract had been completed, would be required to be furnished to the Owner.

7. Complete performance of the Work not terminated. If it should become necessary to suspend Work for an indefinite period, the Contractor will store all materials in such a manner that they will not become an obstruction nor become damaged in any way. The Contractor will take every precaution to prevent damage or deterioration of the Work performed and provide for normal drainage of the Work. The Contractor will erect temporary structures where necessary to provide for traffic on, to, or from the Airport.

8. Take any action that may be necessary, or that the Owner may direct, for the protection and preservation of the property related to this Contract that is in the possession of the Contractor and in which the Owner has or may acquire an interest.

9. Use its best effort to sell, as directed or authorized by the Owner, any property of the types referred to in Subparagraph 13.03 B.6. above, provided, however, that the Contractor (1) is not required to extend credit to any purchaser and (2) may acquire the property under the conditions prescribed by, and at process approved by, the Owner. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Owner under this Contract, credited to the price or cost of the Work, or paid in any manner directed by the Owner.

C. The Contractor may submit to the Owner a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Owner. Within 30 days, the Owner will accept title of those items and

remove them or enter into a storage contract. The Owner may verify the list upon removal of the items or, if stored, within forty-five (45) calendar days from submission of the list, and will correct the list, as necessary, before final settlement.

D. After termination, the Contractor will submit a final termination settlement proposal to the Owner in the form and with the certification prescribed by the Owner. The Contractor will submit the proposal promptly, but no later than sixty (60) calendar days from the effective date of termination, unless extended in writing by the Owner upon written request of the Contractor. If the Contractor fails to submit the proposal within the time allowed, the Owner may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and will pay the amount determined. No further compensation will be considered if the Contractor fails to meet the submittal requirements.

1. Subject to Paragraph 13.03 D. above, the Contractor and the Owner may agree upon the whole or any part of the amount to be paid because of the termination. The amount may include a reasonable allowance for profit of Work done. However, the agreed amount may not exceed the total Contract Sum as reduced by (1) the amount of payments previously made and (2) the Contract Sum of Work not terminated. The Contract will be amended, and the Contractor paid the agreed amount. Paragraph 13.03 F. below will not limit, restrict, or affect the amount that may be agreed upon to be paid under this Paragraph.

E. If the Contractor and the Owner fail to agree on the whole amount to be paid the Contractor because of termination of the Work, the Owner will pay the Contractor the amounts determined as follows, but without duplication of any amounts agreed upon under Paragraph 13.03 D.1. above:

1. For Contract Work performed before the effective date of termination, the total (without duplication of any items) of:

a. The cost of this Work;

b. The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the termination portion of the Contract if not included in subdivision a. above; and

c. A sum, as profit on a. above, which will not exceed 5%. If it appears, however, that the Contractor would have sustained a loss on the entire Contract had it been completed, the Owner will allow no profit under this subparagraph c. and will reduce the settlement to reflect the indicated rate of loss.

d. When the Contract, or any portion thereof, is terminated before completion of all items of Work in the Contract, payment will be made for the actual number of units of Work completed at the Bid Unit Price or as mutually agreed for items of Work partially completed. No claims or loss of anticipated profits will be considered for items of Work completed at the Bid Unit Prices.

2. The reasonable costs of settlement of the Work terminated, including:

a. Reasonable accounting, clerical, and other expenses necessary only for the preparation of termination settlement proposals and support data;

b. The termination and settlement of subcontracts (excluding the amounts of such settlements);

c. Storage, transportation, and other costs incurred reasonably necessary for the preservation, protection, or disposition of the termination inventory; and

d. Reimbursement for organization of the Work and other overhead expenses (when not otherwise included in the Contract), and moving equipment and materials to and from the site will be considered.

F. Except for normal spoilage, and except to the extent that the Owner expressly assumed the risk of loss, the Owner will exclude from the amounts payable to the Contractor under Paragraph 13.03 E. above, the fair value, as determined by the Owner, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the Owner or to the buyer.

G. In arriving at the amount due the Contractor under this paragraph, there will be deducted:

1. All unliquidated advance or other payments to the Contractor under the terminated portion of the Contract;

2. Any claim which the Owner has against the Contractor under this Contract;

3. The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this paragraph and not recovered by or credited to the Owner; and

4. Contractor expressly waives any claim for loss of anticipated profit, overhead of any kind, including home office and jobsite overhead, or other indirect impacts.

H. Unless otherwise provided in this Contract or by statute, the Contractor will maintain all records and documents (including but not limited to subcontracts, Subcontractor change orders, purchase orders, bid tabulations, proposals, and all other documents associated with the project) relating to the termination portion of this Contract for seven years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this Contract. The Contractor will make these records and documents available to the Owner, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Owner, photographs, microphotographs, electronic media or other authentic reproductions may be maintained instead of original records and documents.

13.04 Termination for National Emergencies

A. The Owner shall terminate the Contract or portion thereof by written notice when the Contractor is prevented from proceeding with the Contract as a direct result of an Executive Order of the President with respect to the execution of war or in the interest of national defense.

B. When the Contract, or any portion thereof, is terminated before completion of all items of Work in the Contract, payment will be made for the actual number of units or items of Work completed at the contract price or as mutually agreed for items of Work partially completed or not started. No claims or loss of anticipated profits shall be considered.

C. Reimbursement for organization of the Work, and other overhead expenses, (when not otherwise included in the Contract) and moving equipment and materials to and from the job will be considered.

D. Acceptable materials, obtained or ordered by the Contractor for the work and that are not incorporated in the work shall, at the option of the Contractor, be purchased from the Contractor at actual cost as shown by receipted bills and actual cost records at such points of delivery as may be designated by the Owner.

E. Termination of the Contract or a portion thereof shall neither relieve the Contractor of its responsibilities for the completed Work nor shall it relieve its surety of its obligation for and concerning any just claim arising out of the Work performed.

PART 14 – AUDIT REQUIREMENTS

14.01 PAYMENTS

In connection with payments to the Contractor under this Contract, it is agreed the Contractor will maintain full, accurate and detailed books of account and records customarily used in this type of business operation in accordance with generally accepted accounting principles. The Owner, FAA, Federal Highway Administration, Florida Department of Transportation and the Comptroller General of the United States, or any duly authorized representative of each, may have the right to audit the Contractor's records for the purpose of making audits, examinations, excerpts, and/or transcriptions and to determine payment eligibility under this Contract and compliance with this Contract. The Owner also has the right to perform inspections or attestation engagements. Access will be to any and all of the Contractor's records, including books, documents, papers, accounting procedures and practices, and any other supporting evidence the Owner deems pertinent to this Contract, as well as records of parent, affiliate and subsidiary companies. The Contractor shall maintain such books and records for seven years after the end of the term of this Contract.

14.02 ACCESS TO RECORDS

If the records are kept at locations other than the Airport, the Contractor will arrange for said records to be brought to a location convenient to the Owner's auditors to conduct the engagement as set forth in this Article or the Contractor may transport the Owner's team to the location of the records for purposes of undertaking said engagement. In such event, the Contractor will pay reasonable costs of transportation, food and lodging for the Owner's team.

14.03 RECORDS FORMAT

In the event the Contractor maintains its accounting or Project information in electronic format, upon request by the Owner's auditors, the Contractor will provide a download of its accounting or Project information in an electronic format allowing readership in Microsoft Office products or Adobe Acrobat software.

14.04 RECORDS DELIVERY

The Contractor agrees to deliver or provide access to all records requested by the Owner's auditors within 14 calendar days of the request at the initiation of the engagement and to deliver or provide access to subsequent requests during the engagement within 7 calendar days of each request. The parties recognize that the Owner will incur additional costs if records requested by the Owner's auditors are not provided in a timely manner and that the amount of those costs is extremely difficult to determine with certainty. Consequently, the parties agree that Contractor may be assessed liquidated damages of $100.00, in addition to other contractual financial requirements, for each item in a records request, per calendar day, for each time the Contractor is late in submitting requested records to perform the engagement. Accrual of fees will continue until specific performance is accomplished. The parties expressly agree that these liquidated damages are not a penalty and represent reasonable estimates of fair compensation for the losses that reasonably may be anticipated from such failure to comply.

14.05 ENGAGEMENT

The Owner has the right during any engagement to interview the Contractor's employees, Subcontractors, subconsultants, suppliers or any other persons associated with the Work or this Contract, to make photocopies, and to inspect any and all records upon request. The right to initiate an engagement, inspection or attestation engagement will extend during the Contract period and for six years after the completion date of the Work, or six years after the termination of this Contract, whichever occurs later.

14.06 RECORDS RETENTION

The Contractor will provide all information and reports requested by the Owner, or any of its duly authorized representatives, or directives issued pursuant thereto, and will permit access, for the purpose of performing an audit, examination, inspection, or attestation engagement, to the Contractor's books, records, accounts, documents, papers, or other sources of information, and its facilities as may be determined by the Owner to be pertinent to ascertain compliance with this Article. The Contractor will keep all Project accounts and records which fully disclose the amount of the Contractor's Bid. The accounts and records will be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984, as amended.

14.07 OVERCHARGE PROVISIONS

In the event the Contractor has overcharged the Owner, the Contractor will re-pay the Owner the amount of the overcharge, plus interest on the overcharge amount up to 12% per year from the date the overcharge occurred. In addition, if the Contractor has overcharged the Owner by more than 3% of the correct reimbursable amount, the Owner may assess, and the Contractor will pay for the entire cost of the audit.

14.08 SUBCONTRACT AUDIT PROVISIONS

The Contractor will include in all Subcontractor, subconsultant and supplier contracts a provision which provides the Owner the same rights to audit as provided in this Article.

14.09 OWNER'S RIGHT TO AUDIT

Approvals by the Owner's staff for any services not included in this Contract do not act as a waiver or limitation of the Owner's right to audit.

14.10 NOTIFICATION TO OWNER

The Contractor will notify the Owner no later than seven days after receiving knowledge that it is subject to any other audit, inspection, or attestation engagement related to this Contract and provide a copy of any audit documents so received.

14.11 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.

END OF SECTION

SECTION 00820 - DISADVANTAGED BUSINESS ENTERPRISE (DBE)

PART 1 - GENERAL

1.01 DESCRIPTION

A. Disadvantaged Business Enterprise (DBE) documents include:

1. Authority Federally Funded DBE Policy 49 CFR Part 26

2. Authority Non-Federally Funded Policy

3. FLUCP Certified DBE Directory

4. DBE Application

5. Personal Statement of Net Worth

B. The above-listed DBE documents are not included herein but can be obtained in Adobe Acrobat format by accessing the Owner's website, www.tampaairport.com, Business & Community > Business Opportunities > Business Diversity.

END OF SECTION

00830 - CONSTRUCTION CONTRACT CLAUSES AIRPORT IMPROVEMENT PROGRAM – CONTRACT ATTACHMENT

GENERAL REQUIREMENT FOR CONTRACTS.

Subject to the applicability criteria noted in the specific contract provisions, these contract provisions apply to all work performed on the Contract.

A. Failure to comply with the terms of these contract provisions may be sufficient grounds to:

1. Withhold progress payments or final payment,

2. Terminate the contract,

3. Seek suspension/debarment, or

4. Any other action determined to be appropriate by the sponsor or the FAA.

1.0 ACCESS TO RECORDS AND REPORTS - 2 CFR § 200.326334, 2 CFR § 200.333337, FAA Order 5100.38

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives, access to any books, documents, papers, and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this Contract for a period of not less than three years after final payment is made and all pending matters are closed.

2.0 AFFIRMATIVE ACTION REQUIREMENT - Refer to Section 00425 Solicitation Attachment - Airport Improvement Program

3.0 BREACH OF CONTRACT TERMS - 2 CFR § 200 Appendix II(A)

Any violation or breach of terms of this Contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this Contract or such other action that may be necessary to enforce the rights of the parties of this Contract.

Owner will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Contractor must correct the breach. Owner may proceed with termination of the contract if the Contractor fails to correct the breach by deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

4.0 BUY AMERICAN PREFERENCE - - Refer to Section 00425 Solicitation Attachment - Airport Improvement Program and Section 00419 - Buy American Certification

5.0 CIVIL RIGHTS – GENERAL - 49 USC § 47123

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and subcontractors from the Invitation to Bid solicitation period through the completion of the Contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program. In cases where Federal assistance provides, or is in the form of personal property; real property or interest therein; structures or improvements thereon, this provision obligates the party or any transferee for the longer of the following periods:

A. The period during which the property is used by the airport Owner or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or

B. The period during which the airport Owner or any transferee retains ownership or possession of the property.

6.0 CIVIL RIGHTS – TITLE VI ASSURANCES - 49 USC § 47123, FAA Order 1400.11

A. Compliance with Nondiscrimination Requirements

During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

1. Compliance with Regulations:

The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Contract.

2. Non-discrimination:

The Contractor, with regard to the work performed by it during the Contract, will not discriminate on the grounds of race, color, or national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and

leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:

In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this Contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

4. Information and Reports:

The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Owner or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Owner or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance:

In the event of a contractor's noncompliance with the non-discrimination provisions of this Contract, the Owner will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

a. Withholding payments to the Contractor under the Contract until the Contractor complies; and/or

b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions:

The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Owner or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Owner to enter into any litigation to protect the interests of the Owner. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

B. Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);

2. 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

4. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);

5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);

6. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

7. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

8. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

9. The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 (2005)); and

12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

7.0 CLEAN AIR AND WATER. POLLUTION CONTROL- 2 CFR Part 200, Appendix II(G), 42 USC § 7401, et seq, 33 USC § 1251, et seq

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds $150,000.

8.0 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS- 2 CFR Part 200, Appendix II(E), 2 CFR § 5.5(b), 40 USC § 3702, 40 USC § 3704

A. Overtime Requirements.

No contractor or subcontractor contracting for any part of the Contract Work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph A of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph A of this clause, in the sum of $29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph A of this clause.

C. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration(FAA) or the Owner shall upon its own action or upon written

request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph B of this clause.

D. Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs A. through D. and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs A. through D. of this clause.

9.0 COPELAND "ANTI-KICKBACK" ACT - 2CFR § 200 Appendix II(D), 29 CFR parts 3 and 5

Contractor must comply with the requirements of the Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

10.0 DAVIS-BACON REQUIREMENTS - 2 CFR § 200 Appendix II (D), 29 CFR Part 5, 49 USC § 47112(b), 40 USC §§ 3141-3144, 3146, and 3147

A. Minimum Wages

1. All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (A)(4) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics

performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (A)(2) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

2. (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

   a. The work to be performed by the classification requested is not performed by a classification in the wage determination; and

   b. The classification is utilized in the area by the construction industry; and

   c. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

   (B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

   (C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

   (D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (A)(2) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

3. Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor

shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

4. If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

B. Withholding.

The Federal Aviation Administration or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this Contract or any other Federal contract with the same Contractor, or any other Federally-assisted Contract subject to Davis-Bacon prevailing wage requirements, which is held by the same Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the Contract, the Federal Aviation Administration may, after written notice to the Contractor, Owner, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

C. Payrolls and basic records.

1. Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

2. a. The Contractor shall submit weekly for each week in which any contract work is

performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the Contract, but if the agency is not such a party, the Contractor will submit the payrolls to the Owner, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The Contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the Contract, but if the agency is not such a party, the Contractor will submit them to the applicant, Owner, or owner, as the case may be, for transmission to the Federal Aviation Administration, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime Contractor to require a subcontractor to provide addresses and social security numbers to the prime Contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or Owner).

b. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

i. That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i) and that such information is correct and complete;

ii. That each laborer and mechanic (including each helper, apprentice and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3; and

iii. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

c. The weekly submission of a properly executed certification set forth on the reverse

side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (C)(2)(b) of this section.

d. The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

3. The Contractor or subcontractor shall make the records required under paragraph (C)(1) of this section available for inspection, copying or transcription by authorized representatives of the Owner, the Federal Aviation Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, Owner, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Each month, the Contractor shall submit an updated signed sub-contractor listing to the Owner with its pay application. The sub-contractor listing shall accurately and completely list all active as well as inactive sub-contractors as of the pay application date. Active sub-contractors continue to perform work on the Project and have not submitted a final certified payroll. Inactive sub-contractors have completed work on the Project and have submitted a final certified payroll. Sub-contractors include all lower sub-tiers of all sub-contractors.

D. Apprentices and Trainees.

1. Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every

apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

2. Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

3. Equal Employment Opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

E. Compliance with Copeland Act Requirements.

The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this Contract.

F. Subcontracts.

The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

G. Contract Termination: Debarment.

A breach of the Contract clauses in paragraph A through J of this section may be grounds for termination of the Contract, and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.

H. Compliance With Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this Contract.

I. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

J. Certification of Eligibility.

1. By entering into this Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

2. No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

3. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

11.0 DEBARMENT AND SUSPENSION (NON-PROCUREMENT) – Refer to Section 00424 - Airport Improvement Program Certification

12.0 DISADVANTAGED BUSINESS ENTERPRISE - Refer to Section 00425 Solicitation Attachment - Airport Improvement Program

Contract Assurance (§ 26.13) - The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the

termination of this Contract or such other remedy, as the recipient deems appropriate, which may include, but is not limited to:

1) Withholding monthly progress payments;
2) Assessing sanctions;
3) Liquidated damages; and/or
4) Disqualifying the Contractor from future solicitations as non-responsible..

Prompt Payment (§26.29) The prime Contractor agrees to pay each subcontractor under this Contract for satisfactory performance of its Contract no later than ten (10) days from the receipt of each payment the Contractor receives from Owner. The Contractor agrees further to return retainage payments to each subcontractor within ten (10) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Owner. This clause applies to both DBE and non-DBE subcontractors.

Termination of DBE Subcontracts (49 CFR § 26.53(f) - The Contractor must not terminate a DBE subcontractor listed in response to a solicitation (or an approved substitute DBE firm) without prior written consent of the Owner. This includes, but is not limited to, instances in which the Contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm. The Contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent from the Owner. Unless Owner consent is provided, the Contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. The Owner may provide such written consent only if the Owner agrees, for reasons stated in the concurrence document, that the Contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR §26.53. Before transmitting to the Owner its request to terminate and/or substitute a DBE subcontractor, the Contractor must give notice in writing to the DBE subcontractor, with a copy to the Owner, of its intent to request to terminate and/or substitute, and the reason for the request. The Contractor must give the DBE five days to respond to the Contractor's notice and advise the Owner and the Contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Owner should not approve the Contractor’s action. If required in a particular case as a matter of public necessity (e.g., safety), the Owner may provide a response period shorter than five days. In addition to post-award terminations, the provisions of this section apply to pre-award deletions of or substitutions for DBE firms put forward by Offerors in negotiated procurements.

13.0 DISTRACTED DRIVING – Executive Order 13513, DOT Order 3902.10

TEXTING WHEN DRIVING
In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 “Text Messaging While Driving” (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding $10,000 and

involve driving a motor vehicle in performance of work activities associated with the project.

14.0 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT – Refer to Section 00424 - Airport Improvement Program Certification

15.0 DRUG FREE WORKPLACE REQUIREMENTS - 49 CFR Part 32

The Owner is required to comply with the Drug Free Workplace Act of 1988 (41 USG § 8101-8106, as amended) which requires it to agree to provide a drug free workplace. Contractor, when working on site, must maintain a drug free workplace.

16.0 EQUAL EMPLOYMENT OPPORTUNITY (EEO) - 2 CFR Part 200, Appendix II(C), 41 CFR § 60-1.4, 41 CFR § 60-4.3, Executive Order 11246

EQUAL OPPORTUNITY CLAUSE

During the performance of this Contract, the Contractor agrees as follows:

A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, 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.

B. 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, sexual orientation, gender identity, or national origin.

C. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

D. 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 by the agency contracting officer, advising the said labor union or workers' representative of the Contractor's commitments under this section202 of Executive Order 11246 of September 24, 1965,

and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. 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.

F. 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.

G. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any such 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 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.

H. The Contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) 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 may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: *Provided,* however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

A. As used in these specifications:

1. "Covered area" means the geographical area described in the solicitation from which this Contract resulted;

2. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;

3. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;

4. "Minority" includes:

a. Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

c. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);

d. Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

e. American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

B. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation, and which is set forth in the solicitations from which this Contract resulted.

C. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

D. The Contractor shall implement the specific affirmative action standards provided in paragraphs G.1 through G.16 of these specifications below. The goals set forth in the solicitation from which this Contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

E. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Contractor has a collective bargaining agreement to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246 or the regulations promulgated pursuant thereto.

F. In order for the non-working training hours of apprentices and trainees to be counted in meeting

the goals, such apprentices and trainees shall be employed by the Contractor during the training period and the Contractor shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.

G. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

1. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

2. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

3. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the Contractor may have taken.

4. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or female sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

5. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under G.2 above.

6. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female

employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

7. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such a superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

8. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and subcontractors with whom the Contractor does or anticipates doing business.

9. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

10. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.

11. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

12. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

13. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

14. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

15. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

16. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

H. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (G.1 through G.16). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under G.1 through G.16 of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

I. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

J. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

K. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

L. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

M. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph G of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

N. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if

any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

O. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

17.0 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE) - Refer to Section 00425 Solicitation Attachment - Airport Improvement Program

18.0 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES – Refer to Section 00424 - Airport Improvement Program Certification

19.0 PROHIBITION of SEGREGATED FACILITIES - 2 CFR Part 200, Appendix II(C), 41 CFR Part 60-1

A. The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

B. "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

C. The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

20.0 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 - 29 CFR Part 1910

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

21.0 PROCUREMENT OF RECOVERED MATERIALS - 2 CFR § 200.323, 2 CFR Part 200, Appendix II(J), 40 CFR Part 247, 42 USC § 6901, et seq (Resource Conservation and Recovery Act (RCRA))

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this Contract and to the extent practicable, the Contractor and subcontractors are to use of products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

a) The contract requires procurement of $10,000 or more of a designated item during the fiscal year; or,
b) The contractor has procured $10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at http://www.epa.gov/smm/comprehensive-procurement-guidelines-construction-productsSection 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
b) Fails to meet reasonable contract performance requirements; or
c) Is only available at an unreasonable price.

22.0 RIGHT TO INVENTIONS - 2 CFR Part 200, Appendix II(F), 37 CFR Part 401

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This Contract incorporates by reference the patent and inventions rights as specified within in the 37 CFR §401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental or research work.

23.0 SEISMIC SAFETY - 49 CFR Part 41

In the performance of design services, the Design Professional has agreed to furnish a building design and associated construction specification that conform to a building code standard which provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Design Professional has agreed to furnish the Owner a “certification of compliance” that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

The Contractor agrees to ensure that all work performed under this contract, including work performed by subcontractors, conforms to a building code standard that provides a level of seismic safety substantially equivalent to standards established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety.

24.0 TAX DELINQUENCY AND FELONY CONVICTIONS – Refer to Section 00424 - Airport Improvement Program Certification

25.0 TERMINATION OF CONTRACT - 2CFR Part 200, Appendix II(B), FAA Advisory Circular 150/5370-10, Section 80-09

Termination for Convenience (Construction & Equipment Contracts)

The Owner may terminate this Contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

1. Contractor must immediately discontinue work as specified in the written notice.
2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
3. Discontinue orders for materials and services except as directed by the written notice.
4. Deliver to the owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work and as directed in the written notice.
5. Complete performance of the work not terminated by the notice.
6. Take action as directed by the owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay Contractor for:

a) completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
b) documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;
c) reasonable and substantiated claims, costs and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
d) reasonable and substantiated expenses to the contractor directly attributable to Owner's termination action

Owner will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner's termination action.

The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

Termination for Default (Construction)

Section 80-09 of FAA Advisory Circular 150/5370-10 establishes conditions, rights and remedies associated with Owner termination of this Contract due to default of the Contractor.

Termination for cause (Professional Services)

Either party may terminate this Contract for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Contract. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party seven (7) days advance written notice of its intent to terminate the Contract. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this Contract.

a) Termination by Owner: The Owner may terminate this Contract for cause in whole or in part, for the failure of the Consultant to:
    1. Perform the services within the time specified in this contract or by Owner approved extension;
    2. Make adequate progress so as to endanger satisfactory performance of the Project; or
    3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Contractor must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Contract, the Contractor must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Contractor under this Contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Contractor for satisfactory work completed up through the date the Contractor receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Contractor harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Contractor was not in default of the Contract, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

b) Termination by Contractor: The Contractor may terminate this Contract for cause in whole or in part, if the Owner:
    1. Defaults on its obligations under this Contract;
    2. Fails to make payment to the Contractor in accordance with the terms of this Contract;
    3. Suspends the project for more than [180] days due to reasons beyond the control of the Contractor.

Upon receipt of a notice of termination from the Contractor, Owner agrees to cooperate with Contractor for the purpose of terminating the Contract or portion thereof, by mutual consent. If Owner and Contractor cannot reach mutual agreement on the termination settlement, the Contractor may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Contract based upon the Owner's breach of the Contract.

In the event of termination due to Owner breach, the Contractor is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Contract and all justified reimbursable expenses incurred by the Contractor through the effective date of termination action. Owner agrees to hold Contractor harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

26.0 TRADE RESTRICTION CERTIFICATION – Refer to Section 00424 - Airport Improvement Program Certification

27.0 VETERAN'S PREFERENCE - 49 USC § 47112(c)

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

28.0 DOMESTIC PREFERENCES FOR PROCUREMENTS – Refer to Section 00424 - Airport Improvement Program Certification

END OF SECTION

SECTION 00840 – DAVIS-BACON WAGE RATES

For this Contract, payment of predetermined minimum wages applies. The U.S. Department of Labor Wage Rates applicable to this Contract are listed in Wage Rate Decision Number(s) FL202~~3~~50116, FL202~~3~~50208, and FL202~~3~~50169, as modified up to ten days prior to the opening of bids. The applicable wage rates for Hillsborough County can be found on the following website: https://sam.gov/wage-determinations.

1. There are three general types of construction that the Owner oversees. These are Highway, Heavy, and Building. On some contracts, there are different types of construction to be performed, or the project limits exceed the area coverage of just one wage table. In these cases, more than one wage table may be assigned to a contract.

   The following are some examples of the type of work that ~~are~~ is covered by the three types of construction that the Owner is usually involved in:

   (a) Heavy

   Antenna towers, bridges designed for commercial navigation, canals, channels, drainage (not incidental to highway), dredging, railroad construction, sewers (not incidental to highway), subways (other than buildings), tunnels, water and sewage treatment plants (other than buildings) and other work of similar character. Any work that supports this construction. ~~The applicable wage rates for Hillsborough County can be found on the following website:~~

   ~~https://www.wdol.gov/~~

   (b) Building

   Automobile parking garages, office buildings, toll facility buildings, water and sewage treatment plants (building only), and all other building construction not incidental to Highway or Heavy construction. Any work that supports this construction. ~~The applicable wage rates for Hillsborough County can be found on the following website:~~

   ~~https://www.wdol.gov/~~

   (c) Highway

   Roads, streets, highways, runways, taxiways, alleys, trails, paths, parking areas, highway bridges (that are not considered to be Heavy construction), and other work of similar character. Any work that supports this construction. ~~The applicable wage rates for Hillsborough County can be found on the following website:~~

   ~~https://www.wdol.gov/~~

2. Additional notes:

   (a) The contractor has the option of paying the highest rates from each of the tables for each classification to satisfy the minimum requirements for their employees and avoid the complexity of keeping up with each worker and ~~what~~ which table they are working under. Example: Assume

the project has Highway and Heavy wage tables assigned to it. The Highway wage table lists a carpenter for $8.00 per hour. The Heavy wage table lists a carpenter for $10.50 per hour. The contractor can pay $10.50 per hour for all work done by carpenters in all areas of the project.

OR

The contractor may elect to pay the wages contained in each table when the table is applicable to the work that is being performed on the project. For example: from the example project above, the carpenters could be paid $8.00 per hour for all work done that pertained to the Highway wage table and $10.50 per hour for all work that pertained to the Heavy wage table. When this option is chosen, the contractor must know where each table is to be used and keep accurate records supporting the payment of different rates.

Any questions concerning the applicability or use of wage tables in this Contract should be submitted in writing to the Procurement Agent listed in Section 00020 – INVITATION TO BID, Page 00020-3. Such questions should be submitted in writing before bids are due for the project.

END OF SECTION

SECTION 00850 - DRAWING INDEX

DRAWING NUMBER	TITLE
GY-G000	COVER SHEET
GY-G001	SHEET INDEX & ~~RESPONSIBILITY MATRIX~~CODE SUMMARY
GY-G002	ABBREVIATIONS
GY-G003	CONTEXT PLAN~~CODE SUMMARY~~
GY-G004	~~CONTEXT~~ SITE PLAN
GY-G005	~~SITE PLAN~~UL ASSEMBLIES
GY-G006	GENERAL NOTES
GY-G007	AIRSIDE D GUIDEWAY PHASING PLAN
GY-G008	AIRSIDE D GUIDEWAY SITE ACCESS PLAN – PIERS 3, 4 & 5
GY-G009	AIRSIDE D GUIDEWAY SITE ACCESS PLAN – PIERS 1 & 2
GY-G010	MAIN TERMINAL SHUTTLE PLATFORM – EXISTING
GY-G011	MAIN TERMINAL SHUTTLE PLATFORM – SCOPE DELINEATION 1
GY-G012	MAIN TERMINAL SHUTTLE PLATFORM – SCOPE DELINEATION 2
GY-G013	MAIN TERMINAL SHUTTLE PLATFORM – SCOPE DELINEATION 3
GY-G014	MAIN TERMINAL SHUTTLE PLATFORM – SCOPE DELINEATION 4
GY-SB-001	GUIDEWAY GENERAL NOTES (1 OF 2)
GY-SB-002	GUIDEWAY GENERAL NOTES (2 OF 2)
GY-SB-003	GUIDEWAY THRESHOLD INSPECTION PLAN (1 OF 2)
GY-SB-004	GUIDEWAY THRESHOLD INSPECTION PLAN (2 OF 2)
GY-SB-005	GUIDEWAY MAINTENANCE OF TRAFFIC ~~AND PUBLIC SAFETY~~ PLAN (1 OF 4)
GY-SB-006	GUIDEWAY MAINTENANCE OF TRAFFIC PLAN (2 OF 4)~~GUIDEWAY PROJECT CONTROLS~~
GY-SB-007	GUIDEWAY MAINTENANCE OF TRAFFIC PLAN (3 OF 4)~~GUIDEWAY ALIGNMENT AND PROFILE~~
GY-SB-008	GUIDEWAY MAINTENANCE OF TRAFFIC PLAN (4 OF 4)~~GUIDEWAY PLAN & ELEVATION~~
GY-SB-009	GUIDEWAY CRITICAL TEMPORARY RETAINING WALLS ~~GUIDEWAY TYPICAL SECTIONS~~
GY-SB-010	GUIDEWAY PROJECT CONTROLS ~~GUIDEWAY FOUNDATION LAYOUT~~
GY-SB-011	GUIDEWAY ALIGNMENT AND PROFILE ~~GUIDEWAY FOUNDATION DETAILS~~
GY-SB-012	GUIDEWAY PLAN & ELEVATION ~~GUIDEWAY PIER 1 DETAILS~~
GY-SB-013	GUIDEWAY TYPICAL SECTIONS ~~GUIDEWAY PIER 2 DETAILS~~
GY-SB-014	GUIDEWAY REPORT OF CORE BORINGS (1 OF 6) ~~GUIDEWAY PIER 3 DETAILS~~
GY-SB-015	GUIDEWAY REPORT OF CORE BORINGS (2 OF 6) ~~GUIDEWAY PIER 4 DETAILS~~
GY-SB-016	GUIDEWAY REPORT OF CORE BORINGS (3 OF 6) ~~GUIDEWAY PIER 5 DETAILS~~
GY-SB-017	GUIDEWAY REPORT OF CORE BORINGS (4 OF 6) ~~GUIDEWAY FRAMING PLAN (1 OF 2)~~
GY-SB-018	GUIDEWAY REPORT OF CORE BORINGS (5 OF 6) ~~GUIDEWAY FRAMING PLAN (2 OF 2)~~
GY-SB-019	GUIDEWAY REPORT OF CORE BORINGS (6 OF 6) ~~GUIDEWAY APM~~

~~SUPERSTRUCTURE PLAN & SECTIONS (1 OF 2)~~

GY-SB-020 GUIDEWAY FOUNDATION LAYOUT~~GUIDEWAY APM SUPERSTRUCTURE PLAN & SECTIONS (2 OF 2)~~

GY-SB-021 GUIDEWAY FOUNDATION DETAILS~~GUIDEWAY APM SUPERSTRUCTURE FINISH GRADE ELEVATIONS~~

GY-SB-022 GUIDEWAY PIER 1 DETAILS~~GUIDEWAY APM SUPERSTRUCTURE RUNNING SURFACE DETAILS~~

GY-SB-023 GUIDEWAY PIER 2 DETAILS~~GUIDEWAY APM SUPERSTRUCTURE STEEL GIRDER DETAILS (1 OF 3)~~

GY-SB-024 GUIDEWAY PIER 3 DETAILS~~GUIDEWAY APM SUPERSTRUCTURE STEEL GIRDER DETAILS (2 OF 3)~~

GY-SB-025 GUIDEWAY PIER 4 DETAILS~~GUIDEWAY APM SUPERSTRUCTURE STEEL GIRDER DETAILS (3 OF 3)~~

DRAWING NUMBER	**TITLE**

GY-SB-026 GUIDEWAY PIER 5 DETAILS~~GUIDEWAY APM SUPERSTRUCTURE FASCIA SKIRT DETAILS~~

GY-SB-027 GUIDEWAY FRAMING PLAN (1 OF 2)~~GUIDEWAY WALKWAY SUPERSTRUCTURE PLAN & SECTIONS (1 OF 2)~~

GY-SB-028 GUIDEWAY FRAMING PLAN (2 OF 2)~~GUIDEWAY WALKWAY SUPERSTRUCTURE PLAN & SECTIONS (2 OF 2)~~

GY-SB-029 GUIDEWAY APM SUPERSTRUCTURE PLAN & SECTIONS (1 OF 2)

GY-SB-030 GUIDEWAY APM SUPERSTRUCTURE PLAN & SECTIONS (2 OF 2)

GY-SB-031 GUIDEWAY APM SUPERSTRUCTURE FINISH GRADE ELEVATIONS

GY-SB-032 GUIDEWAY APM SUPERSTRUCTURE STEEL GIRDER DETAILS (1 OF 3)

~~GY-SB-029 GUIDEWAY WALKWAY SUPERSTRUCTURE FINISH GRADE ELEVATIONS~~

~~GY-SB-030 GUIDEWAY WALKWAY BUILDING CONNECTION DETAILS~~

~~GY-SB-031 GUIDEWAY BEARING DETAILS~~

~~GY-SB-032 GUIDEWAY GUIDEBEAM HORIZONTAL & VERTICAL CONTROL~~

GY-SB-033 GUIDEWAY APM SUPERSTRUCTURE STEEL GIRDER DETAILS (2 OF 3)~~GUIDEWAY CAMBER DIAGRAM & TABLES~~

GY-SB-034 GUIDEWAY APM SUPERSTRUCTURE STEEL GIRDER DETAILS (3 OF 3)~~GUIDEWAY FLORIDA-I BEAM TABLE OF BEAM VARIABLES~~

GY-SB-035 GUIDEWAY APM SUPERSTRUCTURE FASCIA SKIRT DETAILS

GY-SB-036 GUIDEWAY APM SUPERSTRUCTURE RUNNING SURFACE DETAILS

GY-SB-037 GUIDEWAY LANDSIDE PLATFORM RUNNING SURFACE DETAILS

GY-SB-038 GUIDEWAY ~~LANDSIDE PLATFORM RUNNING SURFACE DETAILS~~GUIDEBEAM HORIZONTAL & VERTICAL CONTROL

GY-SB-039 GUIDEWAY ~~BILL OF REINFORCEMENT~~WALKWAY SUPERSTRUCTURE PLAN & SECTIONS (1 OF 2)

GY-SB-040 GUIDEWAY WALKWAY SUPERSTRUCTURE PLAN & SECTIONS (2 OF 2)

~~GUIDEWAY HANDRAIL & LIGHTING DETAILS (1 OF 2)~~

GY-SB-041 GUIDEWAY WALKWAY SUPERSTRUCTURE FINISH GRADE ELEVATIONS ~~GUIDEWAY HANDRAIL & LIGHTING DETAILS (2 OF 2)~~

GY-SB-042 GUIDEWAY WALKWAY SUPERSTRUCTURE BUILDING CONNECTION ~~GUIDEWAY WASH PLATFORM DETAILS~~

GY-SB-043 GUIDEWAY FLORIDA-I BEAM TABLE OF BEAM VARIABLES ~~GUIDEWAY BAGGAGE HANDLING SUPPORT SYSTEM (1 OF 3)~~

GY-SB-044 GUIDEWAY FLORIDA-I BEAM DATA TABLES~~GUIDEWAY BAGGAGE HANDLING SUPPORT SYSTEM (2 OF 3)~~

GY-SB-045 GUIDEWAY FLORIDA-I BEAM MODIFIED FIB-54 DETAILS~~GUIDEWAY BAGGAGE HANDLING SUPPORT SYSTEM (3 OF 3)~~

GY-SB-046 GUIDEWAY FLORIDA-I BEAM MODIFIED FIB-96 DETAILS

GY-SB-047 GUIDEWAY HANDRAIL & LIGHTING DETAILS (1 OF 2)

GY-SB-048 GUIDEWAY HANDRAIL & LIGHTING DETAILS (2 OF 2)

GY-SB-049 GUIDEWAY WASH PLATFORM DETAILS

GY-SB-050 GUIDEWAY BAGGAGE HANDLING SUPPORT SYSTEM (1 OF 3)

GY-SB-051 GUIDEWAY BAGGAGE HANDLING SUPPORT SYSTEM (2 OF 3)

GY-SB-052 GUIDEWAY BAGGAGE HANDLING SUPPORT SYSTEM (3 OF 3)

GY-SB-053 GUIDEWAY BILL OF REINFORCEMENT

GY-D-A120N ~~LEVEL 2- CONCOURSE PLAN – SECTOR APM LANDSIDE – DEMO~~MAIN TERMINAL SHUTTLE STATION – DEMO

GY-D-A401 BUILDING SECTION – MAIN TERMINAL ~~APM~~SHUTTLE STATION – DE~~– DE~~MO

~~GY-A010 EXTERIOR ASSEMBLIES~~

~~GY-A060 FIREPROOFING – DEPARTURES LEVEL~~

GY-A120N ~~LEVEL 2 – CONCOURSE – SECTOR N APM LANDSIDE~~MAIN TERMINAL SHUTTLE STATION

GY-A300 TRAIN TUBE ENTRANCE ELEVATION

GY-A401 BUILDING SECTION – LANDSIDE SHUTTLE~~APM~~ STATION

GY-A600 ~~GUIDEWAY DETAILS~~TRAIN TUBE ENTRANCE DETAIL

GY-E000 LEGEND - ELECTRICAL

GY-E001 GUIDEWAY PHOTOMETRIC PLAN

GY-E160 LEVEL 2 – GUIDEWAY OVERALL PLAN

GY-E160K LEVEL 2 – GUIDEWAY – SECTOR K – LIGHTING

GY-E160L LEVEL 2 – GUIDEWAY – SECTOR L – LIGHTING

GY-E160M LEVEL 2 – GUIDEWAY – SECTOR M – LIGHTING

GY-E160N LEVEL 2 – GUIDEWAY – SECTOR N – LIGHTING

DRAWING NUMBER	**TITLE**
GY-E901	DETAILS - ELECTRICAL
GY-UD-000	OVERALL GUIDEWAY UTILITY PLAN
GY-UD-001	GUIDEWAY UTILITY PLAN
~~GY-A800~~	~~MAIN TERMINAL SHUTTLE PLATFORM – AXO – PH1~~
~~GY-A801~~	~~MAIN TERMINAL SHUTTLE PLATFORM – AXO – PH2~~

GY-A802	MAIN TERMINAL SHUTTLE PLATFORM – AXO – PH4
GY-A803	MAIN TERMINAL SHUTTLE PLATFORM – AXO – PH3
GY-A804	MAIN TERMINAL SHUTTLE PLATFORM – AXO – PH8
GY-A805	MAIN TERMINAL SHUTTLE PLATFORM – AXO – PH7
GY-A806	MAIN TERMINAL SHUTTLE PLATFORM – AXO – PH6
TBGY-SB-001	GUIDEWAY GENERAL NOTES (1 OF 2)
GY-SB-002	GUIDEWAY GENERAL NOTES (2 OF 2)
GY-SB-003	THRESHOLD INSPECTION PLAN (1 OF 2)
GY-SB-004	THRESHOLD INSPECTION PLAN (2 OF 2)
GY-SB-005	MAINTENANCE OF TRAFFIC AND PUBLIC SAFETY PLAN
GY-SB-006	GUIDEWAY PROJECT CONTROLS
GY-SB-007	GUIDEWAY ALIGNMENT AND PROFILE
GY-SB-008	GUIDEWAY PLAN & ELEVATION
GY-SB-009	GUIDEWAY TYPICAL SECTIONS
GY-SB-010	GUIDEWAY FOUNDATION LAYOUT
GY-SB-011	GUIDEWAY FOUNDATION DETAILS
GY-SB-012	GUIDEWAY PIER 1 DETAILS
GY-SB-013	GUIDEWAY PIER 2 DETAILS
GY-SB-014	GUIDEWAY PIER 3 DETAILS
GY-SB-015	GUIDEWAY PIER 4 DETAILS
GY-SB-016	GUIDEWAY PIER 5 DETAILS
GY-SB-017	GUIDEWAY FRAMING PLAN (1 OF 2)
GY-SB-018	GUIDEWAY FRAMING PLAN (2 OF 2)
GY-SB-019	GUIDEWAY APM SUPERSTRUCTURE PLAN & SECTIONS (1 OF 2)

DRAWING NUMBER	TITLE
GY-SB-020	GUIDEWAY APM SUPERSTRUCTURE PLAN & SECTIONS (2 OF 2)
GY-SB-021	GUIDEWAY APM SUPERSTRUCTURE FINISH GRADE ELEVATIONS
GY-SB-022	GUIDEWAY APM SUPERSTRUCTURE RUNNING SURFACE DETAILS
GY-SB-023	GUIDEWAY APM SUPERSTRUCTURE STEEL GIRDER DETAILS (1 OF 3)
GY-SB-024	GUIDEWAY APM SUPERSTRUCTURE STEEL GIRDER DETAILS (2 OF 3)
GY-SB-025	GUIDEWAY APM SUPERSTRUCTURE STEEL GIRDER DETAILS (3 OF 3)
GY-SB-026	GUIDEWAY APM SUPERSTRUCTURE FASCIA SKIRT DETAILS
GY-SB-027	GUIDEWAY WALKWAY SUPERSTRUCTURE PLAN & SECTIONS (1 OF 2)
GY-SB-028	GUIDEWAY WALKWAY SUPERSTRUCTURE PLAN & SECTIONS (2 OF 2)
GY-SB-029	GUIDEWAY WALKWAY SUPERSTRUCTURE FINISH GRADE ELEVATIONS
GY-SB-030	GUIDEWAY WALKWAY BUILDING CONNECTION DETAILS
GY-SB-031	GUIDEWAY BEARING DETAILS
GY-SB-032	GUIDEWAY GUIDEBEAM HORIZONTAL & VERTICAL CONTROL
GY-SB-033	GUIDEWAY CAMBER DIAGRAM & TABLES
GY-SB-034	GUIDEWAY FLORIDA-I BEAM TABLE OF BEAM VARIABLES
GY-SB-038	GUIDEWAY LANDSIDE PLATFORM RUNNING SURFACE DETAILS

~~GY-SB-039 GUIDEWAY BILL OF REINFORCEMENT~~
~~GY-SB-040 GUIDEWAY HANDRAIL & LIGHTING DETAILS (1 OF 2)~~
~~GY-SB-041 GUIDEWAY HANDRAIL & LIGHTING DETAILS (2 OF 2)~~
~~GY-SB-042 GUIDEWAY WASH PLATFORM DETAILS~~
~~GY-SB-043 GUIDEWAY BAGGAGE HANDLING SUPPORT SYSTEM (1 OF 3)~~
~~GY-SB-044 GUIDEWAY BAGGAGE HANDLING SUPPORT SYSTEM (2 OF 3)~~
~~GY-SB-045 GUIDEWAY BAGGAGE HANDLING SUPPORT SYSTEM (3 OF 3)~~

END OF SECTION

DIVISION 01

GENERAL REQUIREMENTS

SECTION 01010 - SUMMARY OF WORK

PART 1 - GENERAL

1.01 DESCRIPTION

A. Project/Work Identification:

1. The general overall description of the Work of the Contract for the:

Airside D Development Program Guideway Structure
Tampa International Airport
Tampa, Florida

can be summarized for purposes of administration and payment in the manner of project segments as follows:

Authority Project Number: 8500 23

FAA AIP Project Number: 03-12-0078-086-2025

Description: The scope of work for the Airside D Development Program Guideway Structure includes the construction of an elevated concrete structure serving the new Automated People Mover (APM), connecting the main terminal to the new Airside D terminal. The Guideway Structure will include, but not be limited to, foundation, vertical piers, horizontal structure, and associated utility infrastructure required for the APM. The Guideway Structure will also provide a pathway for utilities that extend from the existing main terminal to the new Airside D, including support and enclosure for the baggage handling conveyor system. The scope of work also includes the connection to the Main Terminal and Airside D train tube stations.

B. Contract Documents:

Requirements of the Work are contained in the Contract Documents. Cross-references in the Contract Documents to published information are not necessarily bound with the Contract Documents.

C. Intent:

The intent of the Contract is to provide for construction and completion in full compliance with the Contract requirements, with all Work performed and completed in a first-class, workmanlike manner in every detail. It is further intended that the Contractor will furnish all labor, materials, equipment, tools, transportation, and supplies required to complete the Work in a first-class workmanlike manner in accordance with the Contract

Documents.

1.02 [RESERVED]

1.03 ARCHAEOLOGICAL AND HISTORICAL FINDINGS

A. Unless otherwise specified in this subsection, the Contractor is advised that the site of the Work is not within any property, district, or site, and does not contain any building, structure, or object, listed in the current National Register of Historic Places published by the United States Department of Interior.

B. Should the Contractor encounter, during its operations, any building, part of a building, structure, or object that is incongruous with its surroundings, it will immediately cease operations in that location and notify the Owner. The Owner will immediately investigate the Contractor's finding and the Owner will direct the Contractor to either resume its operations or to suspend operations.

C. Should the Owner order suspension of the Contractor's operations in order to protect an archaeological or historical finding, or order the Contractor to perform extra work, such will be covered by an appropriate Contract modification (change order or supplemental contract). If appropriate, the Contract modification will include an extension of Contract Time.

1.04 REMOVAL OF EXISTING STRUCTURES

A. All existing structures encountered within the established lines, grades, or grading sections will be removed by the Contractor, unless such existing structures are otherwise specified to be relocated, adjusted up or down, salvaged, abandoned in place, reused in the Work or to remain in place. The cost of removing such existing structures will not be measured or paid for directly but will be included in the Contract Sum.

B. Wherever existing structures interfere with Contractor’s Work, Contractor shall be responsible for all modifications, including removal if appropriate, to fit the Contractor’s Work.

C. Should the Contractor encounter an existing structure that interferes with Contractor’s Work, the Owner will be notified prior to disturbing such structure. The disposition of existing structures so encountered will be determined by the Owner in accordance with the provisions of the Contract.

D. Where existing structures are determined to be removed, the Contractor shall remove and dispose of the material. Where such structures are determined to remain and are integrated into the Contractor’s Work, such materials and structures will remain the property of the Owner when so utilized in the Work.

1.05 RIGHTS IN AND USE OF MATERIALS FOUND IN THE WORK

A. Should the Contractor encounter any material such as, but not restricted to, sand, stone, gravel, slag, or concrete slabs, within the established lines, grades, or grading

sections, the use of which is intended by the terms of the Contract to be either embankment or waste, the Contractor may at its option either:

1. Use such material in another Contract item, providing such use is approved by the Owner and is in conformance with the Contract Specifications applicable to such use; or

2. Remove such material from the Project site, upon written approval of the Owner; or

3. Use such material for the Contractor's own temporary construction on the Project site; or

4. Use such material as intended by the terms of the Contract.

B. Should the Contractor wish to exercise option 1. 2., or 3., the Contractor will request the Owner's approval in advance of such use.

C. Should the Owner approve the Contractor's request to exercise option 1., 2., or 3., the Contractor will be paid for the excavation or removal of such material at an agreed upon unit price. The Contractor will replace, at Contractor's own expense, such removed or excavated material with an agreed equal volume of material that is acceptable for use in constructing embankment, backfills, or otherwise to the extent that such replacement material is needed to complete the Work. The Owner will not be charged for Contractor's use of such material so used in the Work or removed from the Project site.

D. Should the Owner approve the Contractor's exercise of any of the options in paragraph A., the Contractor shall be paid, at the applicable Contract price, for furnishing and installing such material in accordance with requirements of the Contract item in which the material is used.

E. It is understood and agreed that the Contractor will make no claim for delays by reason of Contractor's exercise of option 1., 2., or 3.

F. The Contractor will not excavate, remove, or otherwise disturb any material, structure, or part of a structure which is located outside the lines, grades, or grading sections established for the Work, except where such excavation or removal is provided for in the Contract Documents.

1.06 SCHEDULING

A. Refer to Section 01315.

1.07 LIST OF RELATED WORK

A. During the performance of the Work under this Contract, the following other contracts will be under construction:
- Main Terminal Station Under the Red Express Curbside
- 8500 23 Airside D Development Program

i. New Terminal
ii. Apron, Site, and Hydrant Fueling
iii. Passenger Boarding Bridges

- Alstom Shuttle Car Installation
- 8515 24 Westside Checked Baggage Screening System

1.08 COOPERATION BETWEEN CONTRACTORS

A. The Owner reserves the right to contract for and perform other or additional construction on or near the Work covered by this Contract.

B. When separate contracts are awarded for different portions of the Project, the contractor in each case will be the person other than the Owner who signs each separate contract.

C. When separate contracts are let within or near the limits of this Project, the Contractor will conduct its Work so as not to interfere with or hinder the progress of completion of the construction performed by other contractors. Contractors working near each other will cooperate with each other as directed by the Contract Documents and the Owner.

D. The Contractor will assume all liability, financial or otherwise, in connection with Contractor's Work and will protect and save harmless the Owner from any and all damages or claims that may arise because of inconvenience, delays or loss experienced by the Contractor because of the presence and operations (or lack thereof) of other contractors working within or near the limits of this Project.

E. The Contractor will arrange the Work and will place and dispose of the materials as not to interfere with the operations of the other contractors within or near the limits of this Project. The Contractor will join the Work with that of the others in an acceptable manner and will perform it in proper sequence to that of the others.

F. The terms of this Section may not be waived by the Owner unless such waiver is in writing and makes specific reference to this Section.

1.09 COOPERATION OF CONTRACTOR

The Contractor shall be supplied with an electronic PDF of the Contract Documents. The Contractor shall have available on the construction site at all times one hard copy of the Contract Documents. Hard copies of Contract Documents may be obtained by the Contractor for the cost of reproduction.

The Contractor shall give constant attention to the Work to facilitate the progress thereof, and shall cooperate with the Owner and its inspectors and with other Contractors in every way possible. The Contractor shall have a competent superintendent on the Work at all times who is fully authorized as their agent on the Work. The superintendent shall be capable of reading and thoroughly understanding the Contract Documents and shall receive and fulfill instructions from the Owner or their authorized representative.

1.10 COORDINATION WITH CONTRACTS

A. The Contractor will be responsible for directly coordinating and reviewing all schedule dates with the contracts listed above in Item 1.07 LIST OF RELATED WORK, Paragraph A., and shall plan its Work accordingly to not cause any delays or hinder the progress of its Work or that of the Related Work.

B. It is the sole and full responsibility of the Contractor to coordinate the whole Work directly with the contracts listed above in Item 1.07 LIST OF RELATED WORK, Paragraph A.

C. The listing of contracts under 1.07 LIST OF RELATED WORK, Paragraph A., may not be inclusive of other related work performed at the Project site; however, the Contractor will be required to coordinate same as directed under Paragraphs A. and B. above.

PART 2 – PRODUCTS

Not used.

PART 3 – EXECUTION

Not used.

END OF SECTION

SECTION 01015 - MOBILIZATION

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope:

The Work specified as Mobilization consists of preparatory work and operations in mobilizing for beginning work on the Project, including, but not limited to, those operations necessary for the movement of personnel, equipment, supplies, and incidentals to the Project site, building permit costs, and for the establishment of temporary offices, building facilities, utilities, safety equipment and first aid supplies, sanitary and other facilities, as required by these Contract Documents and State and local laws and regulations. The costs of bonds, all required insurance, and other preconstruction expenses necessary for starting the Work, excluding the cost of construction materials, will also be included in Mobilization.

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

3.01 BASIS OF PAYMENT

Not Used.

END OF SECTION

SECTION 01020 - OWNER'S ALLOWANCES

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

A. Owner's allowances in the amounts indicated and as described below have been established for certain types of work. The Contractor will perform such Work only upon receipt of written work orders from the Owner. For this purpose, a Work Order will have the same meaning for requirements pertaining to submittals, approvals, etc., as in Section 00700, GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, Paragraph 7.3 CONSTRUCTION CHANGE DIRECTIVES, as modified, except the Work Order is only signed by the Owner.

B. If the Work Order directs that the allowance work be performed, the provisions of Section 00700, GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, as modified, will govern the conduct and payment for this Work.

C. Definitions and Explanations: All Work, including any allowance work if authorized, shall be performed in full compliance with the requirements of the Contract. All allowance work, if and when authorized, shall be performed by the Contractor in accordance with the Work Order.

1. Contractor shall coordinate allowance Work with related Work to ensure that each selection is completely integrated and interfaced with related Work and shall include all aspects of Work to fully integrate the Work with all other Work and Related Work.

D. "Purchase and Installation" means the allowance covers both the purchase and installation of the indicated Work. The Contractor will bear the cost of coordinating the Work, providing the installer with access to the Work, temporary heat, ventilation, light, workspace, storage space, parking, and toilet facilities, the cost of which will be included in the Contract Sum and not in the allowance.

E. Work Order Data: Where applicable, Contractor shall include in each Work Order proposal both the quantities of products being purchased and units requested and furnish survey-of-requirements data to substantiate quantities. Indicate applicable taxes, delivery charges, and amounts of applicable trade discounts.

F. Upon issuance of a Work Order, the Work Order funds will be tracked separately on the Contractor's Schedule of Values by Work Order number and the amount of the Cost of Work. If multiple subcontractors are employed for the Work Order, each Subcontractor's Pay Requisition will include a separate line with the description Work Order number that will flow to the Contractor's Schedule of Values. Once work is complete on the Work Order, the Contractor has 30 days in which to reconcile the Work Order, as follows:

1. Provide Owner Project Management with a package containing cost support documents totaling the Cost of Work.

2. Calculate mark-ups and fee using the same formula/calculations used to create the original Work Order budget.

3. Any unused Work Order funds will be returned to the Owner's Allowance budget via a negative Work Order.

The Contractor will forfeit their fee on the Work Order for any Work Orders that have not been reconciled within 30 days of the completion of the work, following the process above.

G. Work Order Mark-Up: The amount of each Work Order resulting from the final selection and installation of products and systems covered by an allowance will be the difference between the amount of installed Work and the allowance. This is a procedural clarification of Section 00700, GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, as modified.

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

3.01 SCHEDULE OF OWNER'S ALLOWANCES

A. These allowances will cover the total cost of all Work authorized under a Work Order, including but not limited to design, cost of materials and equipment delivered and unloaded at the Project site, and all applicable taxes, permits, fees, labor, installation costs and integration as applicable. The Contractor's percentage, overhead, and profit for the allowance will be included in the Work Order amount.

B. Should the aggregate of charges for all approved Work Orders issued by the Owner under the allowances be less than the amount of the allowance, the final Contract Sum will be decreased by the amount of the difference. No Work will be performed that would cause total charges under the allowances to exceed the authorized allowance amount. The authorized allowance amount may be increased by Change Order. Should the aggregate charge for an approved Work Order issued by the Owner under the Allowance be less than the amount of the Work Order, the Owner may issue another Work Order in a negative amount to reconcile the Work Order. Such reconciliation Work Orders do not require executive management approval.

C. The following allowance amounts will be included in the Contract Sum bid amount on the Bid Form:

OWNER'S ALLOWANCE: Allow an amount of $1,000,000 ~~750,000~~ of the Contract Sum for:

1. **Utilities** – Owner's Allowance may be used for resolution of unforeseen conditions relating to utilities including, but not limited to: sanitary and storm sewer, grouting of abandoned in place pipes, potable water, fire

protection, irrigation lines, duct banks, vaults, conduits, electrical conductors, communication cabling, security lines, fiber optic lines, etc. This addresses any work that would exceed the original contract requirements.

2. **Coordination with Tenant Spaces** - Owner's Allowance may be used for resolution of unforeseen conditions required to maintain all MEPF and other services to tenant spaces throughout the demolition, construction and closeout scopes of work in all work areas associated with the project. This addresses any work that would exceed the original contract requirements.

3. **Temporary Services & Facilities** - Owner's Allowance may be used for resolution of temporary services and facilities required to maintain public service requirements. This addresses any work that would exceed the original contract requirements.

4. **Coordination between projects** - Owner's Allowance may be used for coordination between proposed work and the work of other projects. This includes civil, structural, architectural, mechanical, plumbing and electrical disciplines. Also includes staging, sequencing, scheduling, and other coordination elements that could not have been known by the contractor(s). This addresses any work that would exceed the original contract requirements.

5. **Building Systems** – Owner's Allowance may be used for adjustments to Distributed Antenna Systems (DAS), Wireless Internet System (WIFI), Building Systems, Flight Information Display System (FIDS), Electronic Variable Information Displays (EVIDS), Cameras, Life Safety Devices, Automated Teller Machine (ATM), Pay per use Luggage Carts, Tension Cable, Surface Mounted Graphic Systems, and other building systems that conflict with the new scope of work. This addresses any work that would exceed the original contract requirements.

6. **Hazardous Material Remediation** - Owner's Allowance may be used for remediation of hazardous materials. This addresses any work that would exceed the original contract requirements.

7. **Temporary Signage** - Owner's Allowance may be used for temporary signage not shown on the Contract Documents, but which is deemed necessary to inform the public regarding facilities usage during construction. This addresses any work that would exceed the original contract requirements.

8. **Design deficiencies** - Owner's Allowance may be used to address Design discrepancies in the Contract drawings, necessary to provide complete and functioning systems. Includes civil, architectural, structural, MEPF, Technology, etc.

9. **Authority Having Jurisdiction (AHJ)** – Owner's Allowance may be used for resolution of scope of work related with any Authority Having Jurisdiction. AHJ include, but are not limited to: City of Tampa (COT), Federal Aviation

Administration (FAA), TECO/Peoples Gas, Florida Department of Transportation (FDOT). This addresses any work that would exceed the original contract requirements.

10. **Increase To Bid Quantities** – Owner's Allowance may be used to pay for increased quantities shown in the schedule of values.

11. **Executive Approval**—The Owner's Allowance may be used for desired Work not shown on the Contract Documents with the approval of the Owner's executive management.

12. **Unforeseen/Concealed Conditions:** Any work that is required to address unforeseen/ concealed conditions that is outside of the Project's scope of Work. The determination of "outside the scope of Work" would be at the absolute and sole discretion of the Owner.

13. **Acceleration Contingency:** The owner's Allowance may be used to accelerate the Work, or any portion of the Work, with the approval of the Owner's executive management.

14. **Tariffs:** Owner's Allowance may be used for costs for any after-imposed Federal tax, provided Contractor warrants in writing that no amount for such newly imposed Federal tax was included in the contract sum as a contingency or otherwise.

15. **Scope Changes as a Result of Airside D Terminal Building Changes:** Owner's Allowance may be used for costs associated with scope changes as a direct result of changes that occur with the design, construction, or phasing of the Airside D Terminal Building.

D. Contract Time will not be extended as a result of the issuance of any Work Order under this Section 01020 – OWNER'S ALLOWANCES.

E. The Contract Sum will not be adjusted for any costs of acceleration resulting from the issuance of Work Orders under this Section 01020 – OWNER'S ALLOWANCES. In addition, the Contract Sum will not be adjusted for any costs of acceleration of the whole work resulting from the issuance of Work Orders under this Section 01020 – OWNER'S ALLOWANCES.

END OF SECTION

SECTION 01025 – FIELD OFFICES

PART 1 – GENERAL

1.01 REQUIREMENTS

For the purpose of prosecuting its Work, including but not limited to conducting onsite Project and Contract meetings, the Contractor will furnish, install, and maintain temporary field offices for the Owner's representatives and the Contractor during the entire construction period and Contractor will furnish, install and maintain storage and work sheds needed for its on-site activities, including storage of equipment, materials and construction. Upon completion of the Work, the Contractor will remove field offices, sheds, and contents and restore the site to its original condition.

1.02 OTHER REQUIREMENTS

Prior to installation of offices, the Contractor will consult and coordinate with the Owner on location, access and related facilities. Contractor's field offices, staging and laydown areas, and Contractor's employee parking, will be located within the construction trailer complex located north of the Airside D Apron Site, Tampa International Airport. Such areas will not be exclusive to the Contractor. Contractor shall coordinate its requirements with others having access to the areas through the Owner.

1.03 REQUIREMENTS FOR FACILITIES

A. Construction will:

1. Be structurally sound, weather tight, with floors raised above ground.

2. Have temperature transmission resistance compatible with occupancy and storage requirements.

3. At Contractor's option consist of portable or mobile buildings subject to the following:

a. Mobile trailers, when used, will be modified for office use.

b. Mobile trailers will not be used for living quarters.

B. Contractor's Office and Facilities shall:

1. Be sized as required for Contractor's general use. Will also provide separate office accommodations for Owner's staff and general use.

2. Have lighting and temperature control as follows:

a. Lighting: 50-foot candles at desk top height.

b. Exterior lighting at entrance door.

c. Automatic heating and mechanical cooling equipment sufficient to maintain comfort conditions.

3. Have racks and files for Project Record Documents.

4. Have other furnishings at Contractor's option.

5. Have at least one copy machine with reduction and enlargement capabilities.

C. The Contractor will make all provisions and pay for all installations and other costs including maintenance and supplies in order to provide, high speed internet service, power service, exterior lights, copy machine and facsimile machine at the Project site available for the Owner's use. The Contractor will pay all monthly charges for the various services throughout the period of use and until 60 days after the Contractor has reached Final Completion of the Work (including "punch list" items), or until Contractor removes the facilities, whichever is later.

D. The Contractor will pay for the installation of all utilities required to support the Contractor's and Owner's temporary field offices.

PART 2 – PRODUCTS

2.01 MATERIALS, EQUIPMENT, FURNISHINGS

Materials, equipment and furnishings may be new or used, but must be serviceable, adequate for required purpose, and must comply with all applicable Laws and Regulations.

PART 3 – EXECUTION

3.01 PREPARATION

The Contractor will fill and grade sites for temporary structures to provide adequate surface drainage.

3.02 INSTALLATION

The Contractor will construct temporary field offices on proper foundations; provide connections for utility services; secure portable or mobile buildings when used; provide steps and landings at entrance doors; and provide hurricane or high wind tie-downs, all in accordance with all applicable Laws and Regulations.

3.03 MAINTENANCE AND CLEANING

The Contractor will provide regular maintenance and cleaning for temporary structures, furnishings, equipment and services to maintain such facilities in good hygienic condition compatible with their intended use.

3.04 REMOVAL

A. The Contractor will remove temporary field offices, contents, and services at a time when

no longer needed and as approved by the Owner.

B. The Contractor will remove foundations and debris, grade the site to the required elevations, and clean the areas.

3.05 LOCATION OF FIELD OFFICES

The Contractor will locate all temporary field offices on the Owner's property at the location(s) to be coordinated with the Owner per Paragraph 1.02 above or per agreement between the Contract parties if no on site space is available. No additional compensation will be provided to the Contractor for the offsite rental/purchase of space.

Contractor's Office and Facilities shall be located at the trailer complex located north of the Airside D site. Contractor shall coordinate with Airside D general building contractor for exact location and requirements.

END OF SECTION

SECTION 01040 - PROJECT COORDINATION

PART 1 - GENERAL

1.01 DESCRIPTION

The minimum administration and supervisory requirements necessary for the coordination of work on the Project include but are not necessarily limited to the following:

A. Preconstruction Conference.

B. Coordination and Progress Meetings.

C. Preinstallation Conferences.

D. Preconstruction and Progress Photographs.

E. Reporting and Schedules.

F. Special Reports.

G. Service Interruption Requests.

H. Drawing Log (updated weekly).

I. Safety

J. Quality Control

1.02 COVENANT OF GOOD FAITH AND FAIR DEALING

A. This Contract imposes an obligation of good faith and fair dealing in its performance and enforcement.

B. The Contractor and the Owner, with a positive commitment to honesty and integrity, agree to the following mutual duties:

1. Each will function within the laws and statutes applicable to their duties and responsibilities.

2. Each will assist in the other's performance.

3. Each will avoid hindering the other's performance.

4. Each will proceed to fulfill its obligations diligently.

5. Each will cooperate in the common endeavor of the Contract.

1.03 PRECONSTRUCTION CONFERENCE

A. Before beginning work at the Project site, the Contractor will attend a preconstruction conference and bring the Project Management Team, including, but not limited to, the Project Manager and Superintendent employed for this Project. This conference will be requested by the Contractor and called by the Owner who will arrange for other interested parties to be present.

B. The Contractor will also notify its major subcontractors and suppliers of this meeting if their attendance is required. At this time, all parties will discuss the Project under Contract and prepare a program of procedure in keeping with requirements of the Contract Documents. The Contractor's Project Management Team will make every effort to expeditiously coordinate all phases of the Work, including the required reporting procedure, to obtain the end result within the full purpose and intent of the Contract Documents for this Project.

1.04 COORDINATION AND PROGRESS MEETINGS

The Contractor will:

A. Prepare a written memorandum on required coordination activities. Included will be such items as required notices, reports, and attendance at meetings. This memorandum will be distributed to each entity performing construction at the Project site. All meeting minutes for all meetings will be recorded in the Owner’s Project Management Information Software (PMIS) according to the Owner’s process.

B. In addition to specific coordination and preinstallation meetings for each element of Work, and other regular project meetings for other purposes, hold general progress meeting each week with time coordinated with preparation of payment request. Require each party then involved in planning, coordination, or performance of Work to be properly represented at each meeting. Review present and future needs including interface requirements, time, sequences, deliveries, access, site utilization, temporary facilities and services, hours of work, hazards and risks, housekeeping, change orders, and documentation of information for payment requests.

C. Discuss whether each element of current Work is ahead of schedule, on time, or behind schedule in relation with updated progress schedule. Determine how behind schedule Work will be expedited and secure commitments from parties involved. Discuss whether schedule revisions are required to ensure that current Work and subsequent Work will be completed within Contract Time.

D. Review everything of significance which could affect progress of Work or potential claims.

E. Prepare written minutes of the meeting and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting in format required by Owner.

1.05 PREINSTALLATION CONFERENCES

The Contractor will:

A. Well in advance of installation of every major unit of Work which requires coordination and interfacing with other Work, meet at Project site with installers and representatives of manufacturers and fabricators who are involved in or affected by unit of Work, and in coordination or integration with other Work which has preceded or will follow. Preinstallation and coordination meetings shall also occur prior to a new trade or new scope of work starting. These meetings are also intended to review the approved submittals, means and methods, testing requirements, mock-up requirements, egress, MOT, and other relevant items.

The Contractor shall have a preinstallation and coordination meeting prior to starting work in a new area that could potentially impact the Authority. This pertains to multiple phased projects. Prior to transitioning to a new area of work, a preinstallation and coordination meeting shall occur to discuss impacts, schedule, temp signage, potential utility interruptions, MOT, delivery options, and other relevant items.

The Owner shall be invited to all preinstallation and coordination meetings. At the Owner's discretion, they may invite other parties that could include other contractors, engineers, department heads, or any other personnel that they deem necessary. These meeting should occur well in advance of any mobilization so as to allow the Owner to communicate to other team members and review the contract documents prior to the meetings. An agenda shall be distributed by the Contractor no later than 48 hours in advance.

B. Advise Owner of schedule meeting dates.

C. At each conference, review progress of other Work and preparations for particular Work under consideration, including requirements of Contract Documents, options, related change orders, purchases, deliveries, shop drawings, product data, quality control samples, possible conflicts, compatibility problems, time schedules, weather limitations, temporary facilities, space and access limitations, structural limitations, governing regulations, safety, inspection and testing requirements, required performance results, recording requirements, and protection.

D. Record significant discussions of each conference. Record agreements and disagreements. Record final plan of action. Distribute written minutes of conference promptly to everyone concerned, including Owner and others in attendance in format required by Owner.

1.06 PRECONSTRUCTION AND PROGRESS PHOTOGRAPHS

The Contractor will provide:

A. Preconstruction and progress photographs are required by the Contract. Contractor will promptly forward electronic copies to the Owner.

B. Photographs, videotape(s) or other video recording media will be labeled with the item and date and properly identified and categorized with the name of the person taking the photographs and/or video.

1.07 REPORTING AND SCHEDULES

A. Within 48 hours after each conference/meeting date, distribute copies of minutes-of-the-meeting in format required by the Owner to each entity present and to others who should have been present.

B. Include brief summary, in narrative form, of progress of the Work since previous conference/meeting and report.

C. Schedule Updating:

1. Immediately following each conference/meeting, where revisions to Progress Schedule have been made or recognized, revise Progress Schedule.

2. Reissue revised Project Schedule concurrently with report of each conference/meeting where appropriate but no later than five days after the conference/meeting.

1.08 SPECIAL REPORTS

A. Reporting Unusual Events: When an event of an unusual and significant nature, including, but not limited to an accident, injury, or criminal activity, occurs at the Project site, Contractor will prepare and submit a special report to the Owner. The special report will list chain of events, persons participating, response by the Contractor's personnel, an evaluation of the results or effects and similar pertinent information. The Contractor will advise the Owner as soon as possible when such events are known. Time is of the essence.

B. The Contractor will submit special reports directly to the Owner no later than one day of occurrence. The Contractor will also submit a copy of the special reports to other entities that are affected by the occurrence no later than one day of the occurrence.

1.09 COORDINATION DURING CONSTRUCTION

The Contractor will:

A. Coordinate construction operations included in various Sections of these Specifications to ensure efficient and orderly installation of each part of the Work.

Coordinate construction operations included under different Sections that depend on each other for proper installation, connection, and operation, including, but not limited to:

1. Scheduling construction operations in the sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.

2. Coordinating installation of different components to assure maximum accessibility for required maintenance, service, and repair.

3. Making provisions to accommodate items scheduled for later installation.

B. Where necessary, prepare memoranda for distribution to each party involved, outlining special procedures required for coordination; include such items as required notices, reports, and attendance at conference/meeting; and prepare similar memoranda for the Owner and separate contractors where coordination of their work is required.

C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:

1. Preparation of schedules.
2. Installation and removal of temporary facilities.
3. Delivery and processing of submittals.
4. Progress meetings.
5. Project closeout activities.

D. Conservation: Coordinate construction operations to assure that operations are carried out with consideration given to conservation of energy, water, and materials and Owner's Sustainability Master Plan and salvage materials and equipment involved in performance of, but not actually incorporated in, the Work.

1.10 GENERAL COORDINATION PROVISIONS

The Contractor will:

A. Require the Installer of each major component to inspect both the substrate and conditions under which Work is to be performed and not proceed until unsatisfactory conditions have been corrected in an acceptable manner.

B. Coordinate temporary enclosures with required inspections and tests to minimize the necessity of uncovering completed construction for that purpose.

1.11 STAFF NAMES

The Contractor will:

A. At the Preconstruction and Preinstallation conferences, submit a list of the Contractor's principal staff assignments, including the superintendent and other personnel in attendance at the Project Site. Identify individuals and their duties and responsibilities. List their telephone numbers and email addresses. The Contractor will update the list as required. The list will be entered into the Owner's software management system. The Contractor will coordinate with the Owner's Document Control Manager to ensure that this information is up to date on a quarterly basis by providing this list and indicating all changes to the list each time.

1.12 PROJECT MANAGEMENT INFORMATION SOFTWARE (PMIS)

Access to the PMIS will be provided by the Owner to the Contractor. All transmittal documents to the Owner will be sent via the PMIS unless otherwise approved in writing by the Owner.

END OF SECTION

SECTION 01045 - CUTTING AND PATCHING

PART 1 - GENERAL

1.01 REQUIREMENTS INCLUDED

A. Cutting and patching includes cutting into existing construction to provide for installation or performance of other Work, subsequent fitting, and patching required to restore surfaces to original condition.

B. The Contractor will proceed with cutting and patching at earliest feasible time to complete the Work without delay.

C. The Contractor will execute cutting, fitting, and patching, including excavation and backfill, required to perform Work and to:

1. Make several parts fit together properly.

2. Uncover portions of Work to make provisions for installation of ill-timed Work.

3. Remove and replace defective Work.

4. Remove and replace Work not conforming to requirements of Contract Documents.

5. Remove samples of installed Work as required for testing.

6. Make routine penetrations of non-structural surfaces for installation of piping and electrical conduit.

7. Uncover Work to allow for Owner's observation of covered Work, which has been covered prior to required observation of Owner.

D. Cutting and patching performed during manufacture of products or during initial fabrication, erection or installation processes is not considered to be cutting and patching. Drilling of holes to install fasteners and similar operations is also not considered to be cutting and patching.

E. Refer to other sections of Specifications for specified cutting and patching requirements and limitations applicable to individual units of Work. Do not cut and patch Work without Owner's written acceptance of procedures.

F. The Contractor will for new Work, retain original installer or fabricator or another recognized, experienced and specialized firm to perform cutting and patching.

G. The Contractor will locate all utilities and structural elements within a slab or deck.

1.02 BUILDING MODIFICATIONS

A. Modifications to the structure and its mechanical and electrical parts will be provided as indicated and as necessary to accomplish the Work of these Contract Documents.

B. Modifications will include the removal of existing structure or parts as applicable, relocation of materials and/or parts, termination and relocation of utilities, cutting, patching, cleaning, adjusting, and refinishing, and all incidental Work related to these tasks.

C. It is the Owner's intent to maintain daily occupancy functions during the progress of this Work. The Contractor will closely coordinate this Work to minimize inconvenience thereto.

D. No utilities will be interrupted without first notifying the Owner and obtaining concurrence with the interruption. Refer to Section 01545 - UTILITIES for requirements.

1.03 SUBMITTALS

A. Procedural Proposal for Cutting and Patching:

1. Where prior acceptance of cutting and patching is required, the Contractor will submit proposed procedures for Work well in advance of time Work will be performed.

2. The Contractor will include the following information, as applicable, in submittal:

a. Nature of Work and how it is to be performed, indicating why cutting and patching cannot be avoided. Describe the extent of the cutting and patching required and how it is to be performed.

b. Anticipated results of Work in terms of change to existing conditions including structural, operational and visual changes, as well as other significant elements.

c. List products to be used and firms that will perform Work.

d. Dates when cutting and patching are to be performed.

e. List utilities that will be disturbed or otherwise be affected by Work, including utilities that will be relocated and utilities that will be out-of-service temporarily.

f. Indicate how long utility service will be disrupted.

B. Where cutting and patching of structural Work involves addition of reinforcement, the Contractor will submit details and engineering calculations to show how reinforcement is integrated with original structure to satisfy requirements.

C. Review of procedural proposal by Owner does not waive Owner's right to later require complete removal and replacement of Work found to be cut and patched in unsatisfactory manner.

D. The Contractor will not cut or patch structural elements in a manner that would impact their load carrying capacity or load-deflection ratio.

PART 2 - PRODUCTS

2.01 MATERIALS

A. The Contractor will use materials for cutting and patching that are identical to existing materials. If identical materials are not available, or cannot be used, use materials that match existing adjacent surfaces to fullest extent possible with regard to visual effect.

B. The Contractor will use materials for cutting and patching that will result in equal-or-better performance characteristics.

C. The Contractor will comply with specifications and standards for each specific product involved.

D. Should conditions of Work or schedule indicate change of products from original installation, the Contractor will submit requirements for substitution with sufficient documentation to substantiate that the proposed substitution is equivalent in terms of performance to the original installation.

PART 3 – EXECUTION

3.01 EXAMINATION

The Contractor will:

A. Before cutting, examine surfaces and conditions under which Work is to be performed. If unsafe or otherwise unsatisfactory conditions are encountered, take corrective action before proceeding with Work.

B. Before the start of cutting Work, meet at Work site with all parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict between various trades. Coordinate layout of Work and resolve potential conflict before proceeding with Work.

C. Slabs and walls shall be X-rayed for locations of any utilities and structural elements before coring or cutting begins. Due to the inability of GPR (ground penetrating radar) to properly locate PVC piping and conduit, GPR shall only be used with written approval by Owner.

3.02 PREPARATION

The Contractor will:

A. Provide adequate temporary support as necessary to assure structural value or integrity of affected portion of Work.

B. Protect other work during cutting and patching to prevent damage. Provide protection from adverse weather conditions for that part of Project that may be exposed during cutting and patching operations.

C. Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.

D. Take precautions not to cut existing pipe, conduit, or duct serving building(s) scheduled to be relocated until provisions have been made to bypass them.

3.03 CUTTING

The Contractor will:

A. Cut Work using methods that are least likely to damage Work to be retained or adjoining Work.

B. Use handheld small power tools designed for sawing or grinding, not hammering and chopping. Cut through concrete and masonry using cutting machine such as carborundum saw or core drill to ensure a neat hole. Cut holes and slots neatly to size required with minimum disturbance of adjacent Work. To avoid marring existing finished surfaces, cut or drill from exposed or finished side into concealed surfaces. Temporarily cover openings when not in use.

C. Bypass utility services such as pipe and conduit before cutting, where such utility services are shown or required to be removed, relocated, or abandoned. Cut-off conduit and pipe in walls or partitions to be removed. After bypass and cutting, cap, valve, or plug and seal tight remaining portion of pipe and conduit to prevent entrance of moisture or other foreign matter.

D. Not cut and patch operational elements or safety related components in a manner that would result in reduction of capacity to perform in manner intended, including energy performance, or that would result in increased maintenance, decreased operational life or decreased safety.

E. Not cut and patch Work exposed on building's exterior or in occupied spaces, in a manner that would result in lessening building's aesthetic qualities. Do not cut and patch Work in a manner that would result in substantial visual evidence of cut and patch Work. Remove and replace Work judged by the Owner to be cut or patched in a visually unsatisfactory manner.

F. Where structural members and/or other construction elements penetrate smoke and fire rated assemblies and sound barriers, including walls around and floor below mechanical equipment rooms, provide acoustical fire rated sealant between such Work and barrier to maintain acoustical attenuation, as well as smoke and fire integrity of the

barrier.

3.04 PATCHING

The Contractor will:

A. Patch with seams which are durable and as invisible as possible. Comply with specified tolerances for Work.

B. Where feasible, inspect and test patched areas to demonstrate integrity of Work.

C. Restore exposed finishes of patched areas and where necessary extend finished restoration into retained adjoining Work in a manner which will eliminate evidence of patching and refinishing.

D. Install new products to complete Work in accordance with requirements of Contract Documents.

E. Where removal of walls or partitions extends one finished area into another finished area, patch and repair floor and wall surfaces in new space to provide an even surface or uniform color appearance. If necessary to achieve uniform color and appearance, remove existing floor and wall coverings and replace with new materials.

F. Where patch occurs in smooth painted surface, extend final paint coat over entire unbroken surface containing patch, after patched area has received prime and base coat.

3.05 ADJUSTING

The Contractor will:

A. Restore damaged pipe covering to original conditions.

B. Remove and replace Work cut and patched in visually unsatisfactory manner.

3.06 CLEANING

The Contractor will:

Thoroughly clean areas and spaces where Work is performed or used as access to Work. Remove paint, mortar, oils, putty, and items of similar nature. Thoroughly clean piping, conduit, and similar features before painting or other finish is applied.

END OF SECTION

SECTION 01050 - FIELD ENGINEERING

PART 1 - GENERAL

1.01 REQUIREMENTS INCLUDED

A. The Owner shall furnish horizontal and vertical monuments, which may be outside the limits of the Project site. The establishment of Survey Control and/or reestablishment of survey control shall be by a State Licensed Land Surveyor. The Contractor is responsible for preserving the integrity of horizontal and vertical controls established by the Owner. If Contractor or its employees causes the destruction or damage of any horizontal and vertical control, any resulting costs will be deducted from the Contract Sum.

As applicable, prior to the start of construction, the Contractor will check all control points for horizontal and vertical accuracy and certify in writing to the Owner that the Contractor concurs with survey control established for the Project. All lines, grades and measurements from control points necessary for the proper execution and control of the work on this Project will be provided to the Owner. The Contractor is responsible to establish all layout required for the construction of the Project.

Copies of survey notes will be provided to the Owner for each area of construction and for each placement of material as specified to allow the Owner to make periodic checks for conformance with plan grades, alignments and grade tolerances required by the applicable material specifications. Surveys will be provided to the Owner prior to commencing Work items that cover or disturb the survey staking. Survey(s) and notes shall be provided in the following format(s): PDF and AutoCAD

Laser, GPS, string line, or other automatic control shall be checked with temporary control as necessary. In the case of error, on the part of the Contractor, its surveyor, employees or subcontractors, resulting in established grades, alignment or grade tolerances that do not concur with those specified or shown on the plans, the Contractor is solely responsible for correction, removal, replacement and all associated costs at no additional cost to the Owner.

No direct payment will be made, unless otherwise specified in Contract Documents, for this labor, materials, or other expenses. The cost shall be included in the price of the Bid for the various items of the Contract.

B. The Contractor will:

1. Furnish all lines, grades, and measurements necessary for the proper prosecution and control of the Work under these Contract Documents. The Work will include performing all calculations required and setting all controls needed such as offsets, reference points, and other reference marks or points necessary to provide lines and grades for construction. The Contractor is responsible to maintain these control points for use by subsequent contractors.

2. Establish the building grades, lines, levels, columns, walls and partition lines required.

3. Calculate and measure required dimensions indicated within recognized tolerances.

4. Not scale drawings to determine dimensions.

5. Advise Subcontractors performing Work of marked lines and levels provided for use in layout of Work.

1.02 SURVEY

A. Surveyor:

The Contractor will retain a competent Professional Engineer or Land Surveyor, experienced and specialized in land survey work, registered and licensed by the State of Florida, and acceptable to the Owner, who will establish the exterior lines and required elevations of all buildings and structures to be erected on the Project site and will establish sufficient lines and grades for the construction of associated Work such as, but not limited to, roads, utilities, aircraft aprons, and site grading. The Professional Engineer or Land Surveyor will certify as to the actual location of the constructed facilities in relation to property lines, building lines, easements, and other restrictive boundaries.

B. Procedures:

The Contractor will:

1. Verify layout information indicated in relation to property survey and existing benchmarks before proceeding with layout of actual Work.

2. As Work proceeds, check major element for line, levels, and plumb.

3. Maintain accurate surveyor's log or record book of such checks, available for Owner's reference at reasonable times.

4. Record deviations from required lines and levels.

5. Advise Owner promptly upon detection of deviations exceeding indicated or recognized tolerances.

6. Record deviations which are accepted on Project Record Drawings.

1.03 RECORDS

The Contractor will:

A. Maintain complete accurate log of control and survey Work as it progresses, updated monthly and accessible to Owner for review on an as needed basis.

B. Upon completion of foundation walls and major Project site improvements, prepare

certified survey showing dimensions, locations, angles, and elevations of construction.

C. Final Survey:

1. Immediately before time of Substantial Completion, prepare final survey showing significant features resulting from construction of Project.

2. Include on survey certification, signed by surveyor, to effect that principal lines and levels of Project are accurately positioned as shown on survey.

D. Survey Copies: Furnish electronic copy, submitted through the Owner's PMIS, and one hard copy, if requested by Owner, of the final survey.

E. Records of Actual Work: Furnish electronic copy and one hard copy, if requested by Owner, one of which will be returned for inclusion in Project Record Documents as specified in Section 01700 - PROJECT CLOSEOUT.

1.04 UNDERGROUND OBSTRUCTIONS

A. The Contractor acknowledges that pipe lines, existing underground installation, and underground structures in vicinity of the Work are shown on the drawings according to best information available.

B. The Contractor will verify the location of underground pipe lines, conduits, and structures by contacting owners of underground utilities and by prospecting in advance of excavation.

C. The Contractor will secure written permission from the proper authority before initiating new construction over existing utilities. The Contractor will submit copy or original written permission before commencing Work. Furnish release from proper authority before Final Acceptance of Work.

D. The Contractor will repair cuts to existing utilities made during the construction process as part of Project Work to the satisfaction of the utility Owner, unless otherwise stated in the Contract Documents.

PART 2 – PRODUCTS

Not used.

PART 3 – EXECUTION

Not used.

END OF SECTION

SECTION 01095 - DEFINITIONS AND STANDARDS

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

A. General:

1. This section specifies procedural and administrative requirements for compliance with governing regulations and the codes and standards imposed upon the Work. These requirements include the obtaining of permits, licenses, inspections, releases and similar requirements associated with regulations, codes and standards.

2. Regulations are defined to include laws, statutes, ordinances, and lawful orders issued by governing authorities, as well as those rules, codes, conventions and agreements within the construction industry which effectively control the performance of the Work, as well as applicable FAA Advisory Circulars and TSA Security Directives, regardless of whether they are lawfully imposed by governing authority or not.

3. Codes, standards and requirements of the Owner are identified within the Contract Documents. Contractor must examine, determine and identify other codes, standards and requirements that may be applicable to the Contractor's Work, such that the intent of the Contract is fully realized.

B. Governing Regulations:

Refer to Section 00700, GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, as modified, for requirements related to compliance with governing regulations.

1.02 DEFINITIONS

A. General Requirements:

The provisions or requirements of Division 01 sections apply to the entire Work of this Contract and supplement the requirements in the Contract Documents.

A substantial amount of specification language consists of definitions of terms found in the Contract Documents. Certain terms used in Contract Documents are defined in this section. Definitions and explanation contained in this section are not necessarily either complete or exclusive but are general for the Work to the extent they are not stated more explicitly in another element of the Contract Documents.

B. Whenever the following terms are used in the Contract Documents or any other documents or instruments pertaining to the construction of this Project, the intent and meaning will be interpreted as follows:

1. AASHTO. The American Association of State Highway and Transportation Officials.

2. ACCESS ROAD. The right-of-way, the roadway and all improvements constructed thereon connecting the airport to a public highway.

3. ADVERTISEMENT. A public announcement, as required by local law, inviting bids for Work to be performed and materials to be furnished. Also referred to as "Invitation to Bid" or "Notice to Bidders."

4. AIR OPERATIONS AREA (AOA). For the purpose of these Specifications, the term AOA means any area of the airport used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft. An AOA includes such paved or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiway or apron.

5. AIRPORT. Airport means Tampa International Airport.

6. AIRPORT IMPROVEMENT PROGRAM (AIP). AIP means a grant-in-aid program administrated by the Federal Aviation Administration.

7. APPROVE. Where used in conjunction with the Owner's response to submittals, requests, applications, inquiries, reports, and claims by the Contractor, the term "approved" will be held to limitations of the Owner's responsibilities and duties as specified in the Contract Documents. In no case will "approval" by the Owner be interpreted as a release of the Contractor from responsibilities to fulfill the requirements of the Contract Documents.

8. APM: Automated People Mover. A guided transit mode with fully automated operation, featuring vehicles that operate on guideways with exclusive right-of-way.

9. APM SYSTEM: The vehicles, running surfaces or track, switches, other guideway equipment, active graphics, any platform barrier doors, power distribution, central control, communications, maintenance equipment, and all other equipment, which when integrated results in the operation of the APM trains.

10. APRON. Area where aircraft are parked, unloaded or loaded, fueled, and/or serviced.

11. ASTM INTERNATIONAL (ASTM). Formerly known as the American Society for Testing and Materials (ASTM).

12. AWARD. The acceptance by the Owner of the successful Bidder's Bid.

13. BID. The written offer of the Bidder to perform the Work and furnish the necessary materials and labor in accordance with the provisions of the Contract Documents.

14. BID BOND. The security is furnished with a Bid to guarantee that the Bidder will enter into a Contract if the Bidder's Bid is accepted by the Owner.

15. BIDDER. Any individual, partnership, firm or corporation, acting directly or through a duly authorized representative, who submits a Bid for the Work contemplated.

16. BUILDING AREA. An area on the airport to be used, considered, or intended to be used for airport buildings or other airport facilities or rights-of-way, together with all airport buildings and facilities located thereon.

17. CERTIFICATE OF ANALYSIS (COA). The COA is the manufacturer's Certificate of Compliance (COC) including all applicable test results required by the specifications.

18. CERTIFICATE OF COMPLIANCE (COC). The manufacturer's certification stating that materials or assemblies furnished fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer's authorized representative.

19. CHANGE ORDER. A written order to the Contractor covering changes in the Contract, plans, specifications, or proposal quantities and establishing the basis of payment and contract time adjustment, if any, for work within the scope of the contract and necessary to complete the project.

20. CONSTRUCTION SCHEDULE. The Contractor-prepared schedule as adjusted from time to time in accordance with the Contract Documents showing planned and actual progress by items of the Work.

21. CONTRACT. A written agreement between the Owner and the Contractor that establishes the obligations of the parties including but not limited to performance of work, furnishing of labor, equipment and materials and the basis of payment.

    The awarded contract includes but may not be limited to the Contract Documents.

22. CONTRACT ITEM (PAY ITEM). A specific unit of work for which a price is provided in the contract.

23. CONTRACT TIME. The number of calendar days or working days, stated in the proposal, allowed for completion of the contract, including authorized time extensions. If a calendar date of completion is stated in the proposal, in lieu of a number of calendar or working days, the contract shall be completed by that date.

24. CONTRACTOR. The individual, partnership, firm, or corporation primarily liable for the acceptable performance of the work contracted and for the payment of all legal debts pertaining to the work who acts directly or through lawful agents or employees to complete the contract work.

25. CONTRACTOR'S QUALITY CONTROL (QC) FACILITIES. The Contractor's QC facilities in accordance with the Contractor Quality Control Program (CQCP).

26. CONTRACTOR QUALITY CONTROL PROGRAM (CQCP). Details the methods and procedures that will be taken to assure that all materials and completed construction required by the contract conform to contract plans, technical specifications, and other requirements, whether manufactured by the Contractor or procured from subcontractors or vendors.

27. CONTROL STRIP. A demonstration by the Contractor that the materials, equipment, and construction processes result in a product meeting the requirements of the specification.

28. CONSTRUCTION SAFETY AND PHASING PLAN (CSPP). The overall plan for safety and phasing of a construction project developed by the airport operator or developed by the airport operator's consultant and approved by the airport operator. It is included in the invitation for bids and becomes part of the project specifications.

29. DAY. As used in the Contract Documents means calendar day unless otherwise specifically defined.

30. DESIGN PROFESSIONAL: The individual, partnership, firm, or corporation duly authorized by the Owner (Sponsor) to be responsible for the architectural and engineering supervision of the contract work and acting directly or through an authorized representative.

31. CONTRACT DOCUMENTS. The Contract Documents consist of: Advertisement, Contract Form, Proposal, Bid form, Exhibits, Performance Bond, Payment Bond, General Provisions, certifications and representations, Division 0 Documents, Division 01 Documents, Technical Specifications, Plans, Supplemental Provisions, standards incorporated by reference and issued Addenda.

32. DIRECTED, REQUESTED, ETC. Where not otherwise explained, terms such as "directed," "requested," "authorized," "selected," "accepted," and "permitted" mean "directed by Owner or Design Professional," "requested by the Owner or Design Professional," and similar phrases. However, no such implied meaning will be interpreted to extend the Owner's or Design Professional's responsibility into the Contractor's area of Contractor, including but not limited to construction supervision.

33. DRAINAGE SYSTEM. The system of pipes, ditches, ponds, and structures by which surface or subsurface waters are collected and conducted from the airport area.

34. DRAWINGS. The official Drawings or exact reproductions which show the location, character, dimensions and details of the airport and the Work to be done.

35. ENGINEER. The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for engineering, inspection, and/or observation of the contract work and acting directly or through an authorized representative.

36. EQUIPMENT. The articles, devices, software, control system, and other assets used to serve a function in the operation of the Project. Also, used to refer to all machinery, together with the necessary supplies for upkeep and maintenance, as well as all tools and apparatus necessary for the proper construction and acceptable completion of Work.

37. EXPERIENCED. The term "experienced" when used with the term "Installer" means having previous projects similar in size and scope to the installation to be performed, being familiar with the procedures required, and having complied with the requirements of the authority having jurisdiction.

38. EXTRA WORK. An item of Work not provided for in the awarded Contract as previously modified by work order or change order, but which is found by the Owner to be necessary to complete the Work within the intended scope of the Contract as previously modified.

39. FAA (Federal Aviation Administration). When used to designate a person, FAA means the Administrator or its duly authorized representative.

40. FAA SUPPLEMENT. It is understood that federal grant funds may be used in the Project. In the event federal grant funds are used, the Contract Documents will be governed by all applicable rules and regulations of the FAA and U.S. Department of Transportation, as well as applicable requirements incorporated in any grant agreement between the Owner and the FAA with regard to said funding, which requirements are set forth in the attached "FAA Construction Contract Clauses, Airport Improvement Program," and which will be incorporated herein if federal grant funds are utilized.

41. FEDERAL SPECIFICATIONS. The Federal Specifications and Standards, and all supplements, amendments, and indices thereto as prepared and issued by the General Services Administration of the Federal Government. They may be obtained from the Specifications Unit, 7th and D Street, SW, Washington, DC 20406, Tele: (202) 472-2205 or 472-2140.

42. FHWA (Federal Highway Administration). When used to designate a person, FHWA will mean the Administrator or its duly authorized representative.

43. Reserved.

44. FURNISH. Except as otherwise defined in greater detail, the term "furnish" is used to mean supply and delivery to the Project site, ready for unloading, unpacking, assembly, installation, etc., as applicable in each instance for incorporation and installation into the Work.

45. INDICATED. The term "indicated" is a cross-reference to graphic representations, notes, or schedules on drawings, to other paragraphs or schedules in the Specifications, and to similar means of recording requirements in Contract Documents. Where terms such as "shown," "noted," "scheduled," and "specified" are used in lieu of "indicated," it is for the purpose of helping the reader locate the cross-reference, and no limitation of location is intended except as specifically

noted.

46. INSPECTOR. An authorized representative of the Owner is assigned to make all necessary inspections and/or tests of the Work performed or being performed or of the materials furnished or being furnished by the Contractor.

47. INSTALL. Except as otherwise defined in greater detail, the term "install" is used to describe operations at the Work site including unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations, as applicable in each instance, to incorporate the element being installed into the Work.

48. INSTALLER. The term "installer" is the entity (person or firm) engaged by the Contractor, its Subcontractor, or Sub-subcontractor for the performance of a particular unit of Work at the Project site, including installation, erection, application, and similar required operations. It is a general requirement that such entities (installers) be experts in the operations they are engaged to perform.

49. INTENTION OF TERMS. Whenever, in the Contract Documents, the words "directed," "required," "permitted," "ordered," "designated," "prescribed," or words of like import are used, it will be understood that the direction, requirement, permission, order, designation, or prescription of the Design Professional is intended; and similarly, the words "approved," "acceptable," "satisfactory," or words of like import will mean approved by, acceptable to, or satisfactory to the Design Professional.

    a. Any reference to a specific requirement of a numbered paragraph of the Contract Document or a cited standard will be interpreted to include all general requirements of the entire section, specification item, or cited standard that may be pertinent to such specific reference.

50. LABORATORY. The official testing laboratories of the Contractor or Owner or such other laboratories as may be designated by the Owner.

51. LIGHTING. A system of fixtures providing or controlling the light sources used on or near the airport or within the airport buildings. The field lighting includes all luminous signals, markers, floodlights, and illuminating devices used on or near the airport or to aid in the operation of aircraft landing at, taking off from, or taxiing on the airport surface.

52. MAJOR AND MINOR CONTRACT ITEMS. A major contract item will be any item that is listed in the Bid, the total cost of which is equal to or greater than 20% of the total amount of the awarded Contract. All other items will be considered minor contract items.

53. MATERIALS. Any substance to be used in the Work.

54. MODIFICATION: A Modification is also a Change Order, Work Order, or written order for a change in the Work issued by the Owner.

55. MODIFICATION OF STANDARDS (MOS). Any deviation from standard specifications applicable to material and construction methods in accordance with FAA Order 5300.1.

56. NO EXCEPTIONS TAKEN. The term "No Exceptions Taken" where used in conjunction with the Design Professional's action on the Contractor's submittals, applications, and requests, is limited to the Design Professional's duties and responsibilities as stated in Section 00700, GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, as modified.

    a. Refer to Section 01340 - SHOP DRAWINGS, PRODUCT DATA AND SAMPLES for more specific information.

57. NOT APPROVED. Where used in conjunction with the Design Professional's response to submittals, requests, applications, inquires, reports, and claims by the Contractor, indicates that the item or material is unsatisfactory, and must be revised, new material prepared in accordance with notations, and the item or material resubmitted. Material marked in this manner will not be released for any Work.

58. NOTE MARKINGS. Where used in conjunction with the Owner's response to submittals, requests, applications, inquires, reports, and claims by the Contractor, “Note Markings” indicates that the item or material submitted is approved subject to corrections noted. Correction and re-submittal of the item is not required unless specifically called for in the notations. Approval of the Contractor’s submitted item does not constitute approval of the design. Approval does not permit any deviation from the Contractor’s requirements and does not relieve the Contractor of the responsibility for errors or deficiencies in design, dimension, details, or for coordinating installation and/or construction with actual conditions at the Project site.

59. NOTICE TO PROCEED (NTP). A written notice to the Contractor to begin the actual Contract Work. If applicable, the NTP will state the date on which the Contract Time begins.

60. OWNER (SPONSOR). The term Owner or Sponsor will mean the party of the first part or the contracting agency signatory to the Contract. The Hillsborough County Aviation Authority is the Owner, and will include its agents, employees, representatives and contractors when acting at its direction or on its behalf. The Hillsborough County Aviation Authority is also referred to as the "Owner" or “Authority” in these Contract Documents. For AIP Contracts, the term Sponsor will have the same meaning as the term Owner.

61. PAVEMENT. The combined surface or friction course, structural course, base course, and sub-base course, if any, considered as a single unit.

62. PAYMENT BOND. The approved form of security furnished by the Contractor and Contractor’s surety as a guarantee that the Contractor will pay in full all bills and accounts for material and labor used in the construction of the Work under the contract.

63. PERFORMANCE BOND. The approved form of security furnished by the Contractor and Contractor's surety as a guarantee that the Contractor will complete the Work in accordance with the terms of the Contract and will complete the guarantee of the Work specified therein.

64. PLANS. The official drawings or exact reproductions which show the location, character, dimensions and details of the airport and the work to be done and which are to be considered as a part of the contract, supplementary to the specifications. Plans may also be referred to as 'contract drawings.'

65. PROJECT. The Work defined in the Contract Documents.

66. PROJECT MANAGEMENT INFORMATION SOFTWARE (PMIS). The Owner's Project Management software that will be used to manage the project. Access to the PMIS will be provided by the Owner to the Contractor. All transmittal documents to the Owner will be sent via the PMIS unless otherwise approved in writing by the Owner.

67. PROJECT SITE. The term "Project Site" is defined as the space available to the Contractor for performance of the Work, either exclusively or in conjunction with others performing other Work, as part of the Project. The extent of the Project Site may or may not be identical with the description of the land upon which the Project is to be built but it is within or near the Airport.

68. PROPOSAL. The written offer of the bidder (when submitted on the approved proposal form) to perform the contemplated work and furnish the necessary materials in accordance with the provisions of the plans and specifications.

69. PROPOSAL GUARANTY. The security furnished with a proposal to guarantee that the bidder will enter into a contract if their own proposal is accepted by the Owner.

70. PROVIDE. Except as otherwise defined in greater detail, the term "provide" means furnish and install, complete, and ready for intended use, as applicable in each instance.

71. QUALITY ASSURANCE (QA). Owner's responsibility to ensure that construction work completed complies with specifications for payment.

72. QUALITY CONTROL (QC). Contractor's responsibility to control material(s) and construction processes to complete construction in accordance with project specifications.

73. QUALITY ASSURANCE (QA) INSPECTOR. An authorized representative of the Engineer and/or Resident Project Representative (RPR) assigned to make all necessary inspections, observations, tests, and/or observation of tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.

74. QUALITY ASSURANCE (QA) LABORATORY. The official quality assurance testing laboratories of the Owner or such other laboratories as may be designated by the Engineer or RPR. May also be referred to as Engineer's, Owner's, or QA Laboratory.

75. RESIDENT PROJECT REPRESENTATIVE (RPR). The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for all necessary inspections, observations, tests, and/or observations of tests of the contract work performed or being performed, or of the materials furnished or being furnished by the Contractor and acting directly or through an authorized representative.

76. RETENTION. Retention (or Retainage) is the amount of compensation for Work accomplished by the Contractor which is retained by the Owner to be paid to the Contractor as specified herein.

77. RUNWAY. The area on the airport designated for the landing and takeoff of aircraft.

78. RUNWAY SAFETY AREA (RSA). A defined surface surrounding the runway prepared or suitable for reducing the risk of damage to aircraft. See the construction safety and phasing plan (CSPP) for limits of the RSA.

79. SAFETY PLAN COMPLIANCE DOCUMENT (SPCD). Details how the Contractor will comply with the CSPP.

80. SHOP DRAWINGS. All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Contractor, a subcontractor, manufacturer, supplier or distributor and which illustrate the equipment, material or some portion of the Work.

81. SHUTTLE. A guided transit mode with fully automated operation, featuring vehicles that operate on guideways between the Main Terminal and Airsides

82. SPECIFICATIONS. A part of the Contract Documents containing the written directions and requirements for completing the Contract Work. Standards for specifying materials or testing which are cited in the Contract Specifications by reference will have the same force and effect as if included in the Contract physically.

83. SPONSOR. See "Owner".

84. STRUCTURES. Airport facilities such as buildings, aprons, bridges, culverts, catch basins, inlets, retaining walls, cribbing, storm and sanitary sewer lines, waterlines, underdrains, electrical ducts, manholes, handholes, lighting fixtures and bases, transformers, flexible and rigid pavements, navigational aids, buildings, vaults, and other manmade features of the airport that may be encountered in the Work and not otherwise classified herein.

85. SUBGRADE. The soil which forms the pavement foundation.

86. SUPERINTENDENT. The Contractor's executive representative who is present on the Work during progress, authorized to receive and fulfill instructions from the Owner, and who will supervise and direct the construction.

87. SUPPLEMENTAL CONTRACT. A written agreement between the Contractor and the Owner covering (1) Work that would increase or decrease the total amount of the awarded Contract, or any major Contract item, by more than 25%, such increased or decreased work being within the scope of the originally awarded Contract; or (2) Work that is not within the scope of the originally awarded Contract.

88. SURETY. The corporation, partnership, or individual, other than the Contractor, executing Payment and Performance Bonds which are furnished to the Owner by the Contractor.

89. TAXILANE. A taxiway designed for low speed movement of aircraft between aircraft parking areas and terminal areas.

90. TAXIWAY. The portion of the AOA of an airport that has been designated by the airport authority for movement of aircraft to and from the airport's runways or aircraft parking areas.

91. TAXIWAY/TAXILANE SAFETY AREA (TSA). A defined surface alongside the taxiway is prepared or suitable for reducing the risk of damage to an aircraft. See the construction safety and phasing plan (CSPP) for limits of the TSA.

92. TESTING LABORATORIES. An independent entity engaged to perform specific inspections or tests of the Work, either at the Project site or elsewhere, and to report and (if required) interpret results of those inspections or tests.

93. TRADES. Use of titles such as "carpentry" is not intended to imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to tradespersons of the corresponding generic name.

94. UNIT PRICE. Cost per unit of Work.

95. WORK. The construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor’s obligations. The Work may constitute the whole or a part of the Project.

96. WORKING DAY. A working day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the Contractor may proceed with regular work for at least six (6) hours toward completion of the contract. When work is suspended for causes beyond the Contractor’s control, it will not be counted as a working day. Saturdays, Sundays, and holidays on which the Contractor’s forces engage in regular work will be considered as working days.

1.03 SPECIFICATION FORMAT AND CONTENT EXPLANATION

A. General:

1. This article is provided to help the user of the Specifications to more readily understand the format, language, implied requirements and similar conventions of content. None of the following explanations will be interpreted to modify the substance of the Contract requirements.

B. Specification Content:

1. The Project Specifications and the Contract Documents have been produced employing certain conventions in the use of language as well as conventions regarding the intended meaning of certain terms, words, and phrases when used in particular situations or circumstances. These conventions are explained as follows:

a. In certain circumstances, the language of the Specifications and other Contract Documents is of the abbreviated type. It implies words and meanings that will be interpreted as plural. Plural words will be interpreted as singular where applicable and where the full context of the Contract Documents so indicates.

b. Imperative Language is used generally in the Specifications. Requirements expressed imperatively are to be performed by the Contractor. At certain locations in the text, for clarity, contrasting subjective language is used to describe responsibilities which must be fulfilled indirectly by the Contractor or by others when so noted.

1.04 INDUSTRY STANDARDS

A. Applicability of Standards:

Except where more explicit or stringent requirements are written into the Contract Documents, applicable industry standards have the same force and effect as if bound into or copied directly into the Contract Documents. Such industry standards are made a part of the Contract Documents by reference. Contractor shall keep available copies of all applicable codes and standards at locations where Work is being performed, including the Project Site.

B. Publication Dates:

Except as otherwise indicated, where compliance with an industry standard is required, comply with the standard in effect as of the date of Contract Documents.

C. Conflicting Requirements:

Where compliance with two or more standards is specified, and where these standards establish different or conflicting requirements, the Contractor shall call the conflict to the Owner's attention and the most stringent requirement may be enforced as determined by the Owner.

D. Copies of Standards:

1. The Contract Documents require that each entity performing Work be experienced in that part of the Work being performed. Each entity is also required to be familiar with industry standards applicable to that part of the Work. Copies of applicable industry standards are not bound with the Contract Documents.

   a. Where copies of industry standards are needed for proper performance of the Work, the Contractor is required to obtain such copies directly from the publication source.

   b. Although certain copies of industry standards needed for enforcement of the requirements may be required submittals, the Owner reserves the right to require the Contractor to submit additional copies of these standards as necessary for enforcement of requirements.

E. Abbreviations and Names:

Trade association names and titles of general standards are frequently abbreviated. Where acronyms or abbreviations are used in the Specifications or other Contract Documents they are defined to mean the recognized name of the trade association, standards generating organization, governing authority or other entity applicable to the context of the text provision. Refer to the "Encyclopedia of Associations," published by Gale Research Co.

F. Comply with applicable standards for work promulgated by organizations, associations, institutes, societies, boards and generally recognized organizations including but not limited to:

Acoustical Materials Association……	AMA
Air Conditioning & Refrigeration Institute……	ARI
Air Moving & Conditioning Association……	AMCA
Aluminum Association……..	AA
American Association of State Highway and Transportation Officials	AASHTO
American Concrete Institute……	ACI
American Gas Association……	AGA
American Institute of Steel Construction……	AISC
American National Standards Institute……	ANSI
American Petroleum Institute……	API
American Plywood Association……..	APA
American Society of Civil Engineers ……	ASCE
American Society of Mechanical Engineers……	ASME
American Society for Testing and Materials……	ASTM
American Society of Heating, Refrigerating & Air Conditioning Engineers.	ASHRAE
American Water Works Association……	AWWA
American Welding Society……	AWS

American Wood Preservers Bureau	AWPB
Architectural Precast Association	APA
Architectural Woodworking Institute	AWI
Cast Iron Pipe Research Association	CIPRA
Concrete Reinforcing Steel Institute	CRSI
Contracting Plasterers and Lathers International Association	CPLIA
Factory Mutual Engineering Corporation	FM
Federal Specifications	FED. SPEC.
Flat Glass Jobbers Association	FGJA
Gypsum Association	GA
Industrial Power Cable Engineers Association	IPCEA
Institute of Boiler & Refrigeration	IBR
Institute of Electrical & Electronic Engineers	IEEE
Joint Industry Council	JIC
Metal Lath Manufacturers Association	MLMA
Metal Lath/Steel Framing Association	ML/SFA
Military Specifications	MIL. SPEC.
National Association of Architectural Metal	NAAM
National Bureau for Lathing and Plastering	NBLP
National Concrete Masonry Association	NCMA
National Electric Code	NEC
National Electrical Manufacturers Association	NEMA
National Fire Protection Association	NFPA
National Lumber Manufacturers Association	NLMA
National Roofing Contractors Association	NRCA
National Terrazzo & Mosaic Association	NTMA
National Woodwork Manufacturers Association	NWMA
Occupational Safety and Health Administration	OSHA
Portland Cement Association	PCA
Post-Tensioning Institute	PTI
Precast Concrete Institute	PCI
Product Standards	PS
Research Council on Riveted and Bolted Structural Joints	RCRBSJ
Rubber Manufacturer's Association	RMA
Sealing and Waterproofers Institute	SWI
Sheet Metal & Air Conditioning Contractors National Assoc	SMACNA
Southern Pine Inspection Bureau	SPIB
Steel Boiler Institute	SBI
Steel Door Institute	SDI
Steel Joist Institute	SJI
Steel Structures Painting Council	SSPC
Stucco Manufacturer's Association	SMA
Tile Council of America	TCA
Tubular Exchange Manufacturers Association	TEMA

Underwriter's Laboratories……	UL
United States Department of Commerce - Commercial Standards……	CS
United States Department of Commerce – Products Standards	PS
United States Gypsum Company……	USG
United States Postal Service……..	USPS
Vermiculite Institute……..	VI
Warnock Hersey……	WH
West Coast Lumber Inspection Bureau……..	WCLIB

G. Where more than one quality or requirement is set forth in such standards and reference is not made in these Specifications to which specific quality or requirement is intended, the conflict shall be brought to the attention of the Owner who will determine which one to follow. The Contractor will be deemed to have bid the most stringent and furnished the most stringent. Where under such standards options occur, the Owner will be called upon to designate which applies.

H. No provisions of any referenced standard, specification, manual, or code (whether or not specifically incorporated by reference in the Contract Documents) will be effective to change the duties and responsibilities of the Owner, Contractor, or any of their consultants, agents or employees, from those set forth in the Contract Documents, nor will it be effective to assign to the Owner any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of the Contract Documents.

1.05 CODES/MANUFACTURER'S RECOMMENDATIONS

A. Applicable code requirements are included herein by this reference. However, such are minimum criteria and no reduction from Drawings or Specifications will be permitted, even if allowed by applicable code.

B. Electrical and mechanical apparatus, fixtures, and equipment will bear the approved device label of Underwriter's Laboratories.

C. The local building code and the Florida Building Code (Latest Edition) apply to all Work. In the event a conflict occurs between the local and Florida Building Codes, the greater requirements will govern. The Contractor shall call to the attention of the Owner any conflict which may arise due to revisions to codes and regulations subsequent to the Contract Date.

D. Specifically, comply with the following codes and regulations:

1. Florida Building Code, Latest Edition.
2. Florida Plumbing Code, Latest Edition.
3. Florida Mechanical Code, Latest Edition.
4. Florida Fire/Gas Code, Latest Edition.
5. Local Building Code.
6. Local Public Utility regulations.

7. City of Tampa Water Department "Developer-Install" Manual.
8. City of Tampa Department of Sanitary Sewer Developer Review Package.
9. National Standard Plumbing Code.
10. National Electric Code (NEC).
11. ASME Code for unfired pressure vessels.
12. Building exits code (life safety code), NFPA 101.
13. Standards of National Board of Fire Underwriters.
14. ASHRAE Safety Code for Mechanical Refrigeration.
15. National Fire Codes.
16. National Fire Protection Association.
17. Occupational Safety and Health Administration (OSHA).
18. International Council of Building officials.
19. Housing and Urban Development.
20. Council of American Building Officials.
21. ANSI A17.1-1987 Safety Code for Elevators and Escalators.
22. American National Standards Institute (ANSI).
23. Florida Department of Environmental Regulation.
24. United States Environmental Protection Agency.
25. Americans with Disabilities Act (ADA).
26. Hillsborough County Environmental Protection Commission.
27. Florida Department of Transportation (FDOT).
28. Federal Aviation Administration (FAA)(Including, but not limited to applicable Advisory Circulars.) applicable Advisory Circulars.)
29. Transportation Security Administration (TSA).

E. Comply with recommendations of pertinent manufacturers to achieve first-quality work.

1.06 ABBREVIATED SPECIFICATIONS

A. In order to shorten these Specifications, certain terminology and forms common in specification writing are employed. The following words are often omitted when the meaning remains clear without the same, i.e., "the," "the Contractor will," "of," "a," "will comply with," etc.

B. Uses of a period or colon after a general mention of a material list means "will be" or "will comply with." Example:

"Portland Cement: ASTM C 150, Type 1."

PART 2 – PRODUCTS

Not used.

PART 3 – EXECUTION

Not used.

END OF SECTION

SECTION 01110 - AIRPORT PROJECT PROCEDURES

PART 1 - GENERAL

The Contractor shall control its operations and those of its subcontractors and all suppliers, to assure the least inconvenience to the traveling public. Under all circumstances, safety shall be the most important consideration.

1.01 AIRPORT OPERATIONS

Airport operations will be maintained throughout this Contract. The Contractor will in no way curtail or handicap normal operational characteristics of the airport facility except as specifically indicated and specified in these Contract Documents.

1.02 PERMITS, LICENSES AND TAXES

A. The Contractor will be required to procure and pay for all permits, licenses, fees, duties and taxes and arrange for all inspections and similar procedural items as required by the authorities having jurisdiction.

B. The Contractor will procure all necessary and required permits and licenses, including batch plant permit(s), pay all charges, fees and taxes and give all notices necessary and incidental to the due and lawful prosecution of the Work so as not to delay the completion of the Project. No extensions of Contract for the foregoing will be granted. The Contractor's claim that insufficient Contract Time was specified will not be a valid reason for extension of Contract Time. No extensions of Contract Time for completion will be granted for failure to timely procure all necessary and required permits and licenses, including Cutting & Welding permits, batch plant permit(s), or failure to pay all charges, fees and taxes, or failure to give all notices in a timely manner.

1.03 VERIFICATION OF EXISTING CONDITIONS

Prior to bidding and commencing with construction, the Contractor will familiarize itself with the existing conditions of the Project and requirements of the Contract Documents. Should the Contractor discover any inaccuracies, errors, or omissions between the actual existing conditions and the Contract Documents, the Contractor will, within 7 calendar days from the time it was discoverable, notify the Owner, in writing or otherwise, otherwise the Contractor will be deemed to have waived any claim arising therefrom. Submission of Bid by the Contractor will be held as an acceptance of the existing conditions and the requirements of the Contract Documents by the Contractor.

1.04 MAINTENANCE OF TRAFFIC

A. It is the explicit intention of the Contract that the safety of aircraft, the public and other personnel, as well as the Contractor's equipment and personnel, is the most important consideration. The Contractor shall maintain traffic in the manner detailed in the Construction Safety and Phasing Plan (CSPP). The Contractor will maintain the free and unobstructed movement of aircraft and vehicular traffic in the AOA of the Airport, including approach and departure surfaces, with respect to Contractor’s own operations

and the operations of all Contractor's Subcontractors, as follows:

1. The Contractor shall control its operations and the operations of its Subcontractors and all suppliers to provide for the free and unobstructed movement of aircraft in the air operations areas (AOA) of the Airport.

2. When the Work requires the Contractor to conduct its operations within an AOA of the airport, the work shall be coordinated with airport operations (through the Owner) at least 48 hours prior to commencement of such Work. The Contractor shall not close an AOA until so authorized by the Owner and until the necessary temporary marking, signage and associated lighting is in place as provided in the CSPP.

When the Contract Work requires the Contractor to work within an AOA of the Airport on an intermittent basis (intermittent opening and closing of the AOA), the Contractor shall maintain constant communications as specified; immediately obey all instructions to vacate the AOA; and immediately obey all instructions to resume Work in such AOA. Failure to maintain the specified communications or to obey instructions shall be cause for suspension of the Contractor's operations in the AOA until satisfactory conditions are provided. The areas of the AOA identified in the CSPP and as listed below, cannot be closed to operating aircraft to permit the Contractor's operations on a continuous basis and will therefore be closed to aircraft operations intermittently as follows:

1. The Contractor shall be required to conform to safety standards contained in the latest edition of AC 150/5370-2, Operational Safety on Airports During Construction and the approved CSPP.

2. All Contractors' operations shall be conducted in accordance with the approved project CSPP and the Safety Plan Compliance Document (SPCD) and the provisions set forth within the latest edition of AC 150/5370-2, Operational Safety on Airports During Construction. The CSPP included within the Contract Documents conveys minimum requirements for operational safety on the airport during construction activities. The Contractor shall prepare and submit a SPCD that details how it proposes to comply with the requirements presented within the CSPP.

3. The Contractor shall implement all necessary safety plan measures prior to commencement of any work activity. The Contractor shall conduct routine checks to assure compliance with the safety plan measures.

4. The Contractor is responsible to the Owner for the conduct of all subcontractors it employs on the project. The Contractor shall ensure that all subcontractors are made aware of the requirements of the CSPP and SPCD and that they implement and maintain all necessary measures.

5. No deviation or modifications may be made to the approved CSPP and SPCD unless approved in writing by the Owner. The necessary coordination actions to review Contractor proposed modifications to an approved CSPP or approved SPCD can require a significant amount of time.

It is further understood and agreed that the Contractor will provide for the uninterrupted operation of visual and electronic signals (including power supplies thereto) used in the guidance of aircraft while operating to, from, and upon the airport.

The Contractor shall cooperate with the owner of any public or private utility service, FAA or NOAA, or a utility service of another government agency that may be authorized by the Owner to construct, reconstruct or maintain such utility services or facilities during the progress of the work. In addition, the Contractor shall control its operations to prevent the unscheduled interruption of such utility services and facilities.

To the extent that such public or private utility services, FAA, or NOAA facilities, or utility services of another governmental agency are known to exist within the limits of the Contract Work, the approximate locations have been indicated on the plans and/or in the Contract Documents.

It is understood and agreed that the Owner does not guarantee the accuracy or the completeness of the location information relating to existing utility services, facilities, or structures that may be shown on the plans or encountered in the Work. Any inaccuracy or omission in such information shall not relieve the Contractor of the responsibility to protect such existing features from damage or unscheduled interruption of service.

It is further understood and agreed that the Contractor shall, upon execution of the Contract, notify the Owners of all utility services or other facilities of its plan of operations. Such notification shall be in writing addressed to “The Person to Contact” as provided in this paragraph and subsection 1.02, Section 01545 - UTILITIES. A copy of each notification shall be given to the Owner.

In addition to the general written notification provided, it shall be the responsibility of the Contractor to keep such individual Owners advised of changes in its plan of operations that would affect such Owners.

Prior to beginning the work in the general vicinity of an existing utility service or facility, the Contractor shall again notify each such Owner of its plan of operation. If, in the Contractor’s opinion, the Owner’s assistance is needed to locate the utility service or facility or the presence of a representative of the Owner is desirable to observe the work, such advice should be included in the notification. Such notification shall be given by the most expeditious means to reach the utility owner’s “Person to Contact” no later than two normal business days prior to the Contractor’s commencement of operations in such general vicinity. The Contractor shall furnish a written summary of the notification to the Owner.

The Contractor’s failure to give the two days’ notice shall be cause for the Owner to suspend the Contractor’s operations in the general vicinity of a utility service or facility.

Where the outside limits of an underground utility service have been located and staked on the ground, the Contractor shall be required to use hand excavation methods within 3 feet (1 m) of such outside limits at such points as may be required to ensure protection from damage due to the Contractor’s operations.

Should the Contractor damage or interrupt the operation of a utility service or facility by accident or otherwise, the Contractor shall immediately notify the proper authority and the Owner and shall take all reasonable measures to prevent further damage or interruption of service. The Contractor, in such events, shall cooperate with the utility service or facility owner and the Owner continuously until such damage has been repaired and service restored to the satisfaction of the utility or facility owner.

The Contractor shall bear all costs of damage and restoration of service to any utility service or facility due to its operations whether due to negligence or accident. The Owner reserves the right to deduct such costs from any monies due or which may become due the Contractor, or its own surety.

The Contractor is hereby advised that the construction limits of the project include existing facilities and buried cable runs that are owned, operated and maintained by the FAA. The Contractor, during the execution of the project work, shall comply with the following:

1. The Contractor shall permit FAA maintenance personnel the right of access to the project work site for purposes of inspecting and maintaining all existing FAA owned facilities.

2. The Contractor shall provide notice to the FAA Air Traffic Organization (ATO)/Technical Operations/System Support Center (SSC) Point-of-Contact through the Owner's construction manager a minimum of seven (7) calendar days prior to commencement of construction activities in order to permit sufficient time to locate and mark existing buried cables and to schedule any required facility outages.

3. If execution of the project work requires a facility outage, the Contractor shall contact the FAA Point-of-Contact a minimum of 72 hours prior to the time of the required outage.

4. Any damage to FAA cables, access roads, or FAA facilities during construction caused by the Contractor's equipment or personnel whether by negligence or accident will require the Contractor to repair or replace the damaged cables, access road, or FAA facilities to FAA requirements. The Contractor shall not bear the cost to repair damage to underground facilities or utilities improperly located by the FAA.

5. If the Project Work requires the cutting or splicing of FAA owned cables, the FAA Point-of-Contact shall be contacted a minimum of 72 hours prior to the time the cable work commences. The FAA reserves the right to have a FAA representative on site to observe the splicing of the cables as a condition of acceptance. All cable splices are to be accomplished in accordance with FAA specifications and require approval by the FAA Point-of-Contact as a condition of acceptance by the Owner. The Contractor is hereby advised that FAA restricts the location of where splices may be installed. If a cable splice is required in a location that is not permitted by FAA, the Contractor shall furnish and install a sufficient length of new cable that eliminates the need for any splice.

B. The cost of maintaining the aircraft and vehicular traffic will be borne by the Contractor as part of its Work and is included in the Contract Sum Bid Amount.

C. The Contractor will not prevent public traffic from using active aviation and public areas in and around the Airport. The Work will be coordinated with the Owner and other agencies having an interest in the capability of the Airport and will be programmed and stated accordingly so that public traffic may be routed over partially completed Work. Appropriate safety precautions will be provided by the Contractor to protect employees, the public and the Work.

D. If it is necessary for the Contractor to complete portions of the Contract Work for the beneficial occupancy of the Owner prior to completion of the whole Work, such "phasing" of the Work will be specified herein and indicated on the Drawings. When so specified, the Contractor will complete such portions of the Work on or before the date specified or as otherwise specified.

E. If the Contractor, with the concurrence of the Owner, elects to complete one increment of Work prior to completion of the whole Work, the Owner may accept the Work for beneficial occupancy. Upon completion of any portion of the Work listed above, such portion will be accepted by the Owner in accordance with the Contract.

F. No portion of the Work may be opened by the Contractor for use until ordered by the Owner in writing. Should it become necessary to open a portion of the Work to traffic on a temporary or intermittent basis, such openings will be made when, in the opinion of the Owner, such portion of the Work is in an acceptable condition to support the intended traffic. Temporary or intermittent openings are considered to be inherent in the Work and will not constitute either acceptance of the portion of the Work so opened or a waiver of any provision of the Contract. Any damage to the portion of the Work so opened that is not attributable to traffic which is permitted by the Owner will be repaired by the Contractor at Contractor's expense.

G. The Contractor will make its own estimate of the inherent difficulties involved in completing the Work under the conditions herein described and will not claim any added compensation by reason of delay or increased cost due to opening a portion of the Contract Work.

H. When the Work is in or near vehicular traffic and pedestrian areas, the Contractor will arrange the Work so as to avoid disruption of normal traffic patterns. The Contractor will provide, erect and maintain effective barricades, danger signals, signs and equipment to provide protection of the Work and the safety of the public throughout the area in accordance with the "FDOT Roadway and Traffic Design Standards."

I. The Contractor will maintain traffic within the limits of the Project for the duration of the construction period, including all temporary suspensions of Work. It will include the construction and maintenance of all necessary detour facilities; the furnishing, installing and maintaining of traffic control and safety devices during construction; the control of dust; and any other special requirements for safe and expeditious movement of aircraft, vehicular traffic and pedestrians. Before contracting with any outside agency for a

uniformed law enforcement officer to assist in the maintenance of traffic, the Contractor will first coordinate availability of TPA Police with the Police Department dispatch office at (813) 870-8760.

1. Beginning Date of Contractor's Responsibility: The Contractor's responsibility for maintenance of traffic will begin on the day Contractor starts Work on the Project at the Project site and will continue until the date of Final Acceptance of the Work.

2. Number of Traffic Lanes: Unless otherwise specified, the Contractor will close no more than one lane on each roadway and ramp. Unless otherwise specified, the effective width of each lane used for maintenance of traffic will be at least as wide as the traffic lanes existing in the area prior to commencement of construction. Traffic control and warning devices will not encroach on lanes used for maintenance of traffic. All closures on any traffic lanes will be coordinated with the Owner a minimum of seven calendar days prior to any closure.

3. High Traffic Areas: When the Work is in or near vehicular traffic and pedestrian areas, arrange the Work so as to avoid disruption of normal traffic patterns. Provide, erect and maintain effective barricades, variable message boards, danger signals, signs and equipment to provide protection of the Work and the safety of the public throughout the area.

J. The Contractor will be responsible for performing daily inspections, including weekends and holidays with some inspections at night time, of the installations on the Project and replacing all equipment and devices not conforming to the approved standards during that inspection. The Owner will be advised of the schedule of these inspections and be given the opportunity to join in the inspection as deemed necessary.

K. Sections Not Requiring Traffic Maintenance: The Contractor will not be required to maintain traffic over those portions of the Project where no Work is to be accomplished or where construction operations will not affect existing roads. The Contractor, however, will not obstruct nor create a hazard to any traffic during the prosecution of the Work and will be responsible for repair of all damage to existing pavement or facilities caused by its operations.

L. Traffic Plan: If applicable, the Contractor will present its Maintenance of Traffic Plan at the Pre-construction Conference/meeting. The Maintenance of Traffic Plan will be in written form and include plan sheets which indicate the type and location of all signs, lights, barricades, variable message boards, arrow boards, striping and barriers to be used for the safe passage of pedestrians, vehicular and aircraft traffic through the Project. The plan will indicate conditions and set-up for each phase of the Contractor's activities. In no case may the Contractor begin Work until the Maintenance of Traffic Plan has been approved in writing by the Owner. Modifications to the Maintenance of Traffic Plan that may become necessary will also be accepted in writing. Except in an emergency, no changes to the accepted Maintenance of Traffic Plan will be allowed until acceptance of the change has been received.

M. Traffic During Construction: All construction vehicles are required to use existing public

traffic routes. Normal public traffic lanes are not to be used as staging areas for arriving delivery vehicles. The Contractor's employees will utilize the designated Contractor employee parking area.

1. Adequate accommodations for intersecting and crossing traffic will be provided and maintained and, except where specific permission is given, no road or street crossing the Project will be blocked or unduly restricted.

N. The "FDOT Roadway and Traffic Design Standards" manual sets forth the basic principles and prescribes minimum standards to be followed in the design, application, installation, maintenance, and removal of all traffic control devices and all warning devices and barriers which are necessary to protect the public and workers from hazards within the Project limits. The standards established in the aforementioned manual constitute the minimum requirements for normal conditions and additional traffic control devices, warning devices, barriers or other safety devices will be required where unusual, complex or particular hazardous conditions exist.

O. Installation: The responsibility for installation and maintenance of adequate traffic control devices, warning devices and barriers for the protection of the public and workers, as well as to safeguard the Work, is exclusively the Contractor's. The required traffic control devices, warning devices and barriers will be erected by the Contractor prior to creation of any hazardous condition and in conjunction with any necessary re-routing of traffic. The Contractor will immediately remove, turn or cover any devices or barriers which do not apply to existing conditions.

1. The Contractor will make the Owner aware of any scheduled operation which will affect patterns or safety sufficiently in advance of commencing such operation to permit the Owner's review of the plan for installation of traffic control devices or barriers proposed by the Contractor.

2. The Contractor will assign one of its employees the responsibility of maintaining the position and condition of all traffic control devices, warning devices and barriers throughout the duration of the Contract including holidays and blackout periods. The Owner will be kept advised at all times as to the identification and means of contacting this employee on a 24 hour basis.

P. Furnishing of Devices and Barriers: All traffic control devices including signs, warning devices, variable message boards, arrow boards, and barriers will be furnished by the Contractor.

1. When the Work requires closing an AOA of the airport or portion of such area, the Contractor will furnish, erect, and maintain temporary markings and associated lighting conforming to the requirements specified in the Contract Documents or FAA Advisory Circular 150/5340-latest edition, "Marking of Paved Areas on Airports," as applicable.

2. The Contractor will furnish and erect all barricades, warning signs, and markings for hazards prior to commencing Work which requires such erection and will maintain the barricades, warning signs, and markings for hazards until their

dismantling is directed by the Owner.

Q. Maintenance of Devices and Barriers: Traffic control devices, warning devices, and barriers will be kept in the correct position, properly directed, clearly visible and clean, at all times. Damaged, defaced or dirty devices or barriers will immediately be repaired, replaced or cleaned as directed.

R. Flagger: The Contractor will provide competent flagger to direct traffic where one-way operation in a single lane is in effect and in other situations as may be required by the standards established herein.

S. Contractor Signing: The Contractor may furnish and install construction traffic directional signs along the existing traffic route. The signs will depict the Contractor's logo and name, directional arrows, and "deliveries." Signs will be of sufficient size to have 6" high lettering and will be located at each decision point. All signs and their locations will be approved by the Owner. NO OTHER SIGNS ARE PERMITTED ON OWNER PROPERTY. There will be no writing or signing on printed screen fences unless directed by the Owner.

T. Material Deliveries: The Contractor will make its own material and equipment deliveries. No deliveries will be made by vendors or suppliers without escort by a representative of the Contractor.

1. All trash is to be sealed and tied down in such a manner that it will not dirty the floor. The removal, in dustproof sealed containers, of debris will be scheduled the same as deliveries. Specific requirements will be covered at the Preconstruction Conference.

U. Elevator Use: Existing passenger elevators and escalators will not be used without written permission by the Owner. However, the existing "Service Elevator" may be used if requested.

V. All dollies, floats, or other conveyances used for debris removal will be rubber tired, box type, and lined with plastic barrier to prevent debris falling from the cart. All carts are to be loaded within the confines of the dust barrier. Transport of debris through public spaces, if permitted, will be made only after coordination of times and routes with the Owner.

W. Notification: On days when construction traffic is expected to be extra heavy or when oversized pieces of equipment are to be delivered, the Contractor will provide the Owner a minimum of 72-hour notice prior to the event.

X. Interference Request:

1. The Contractor will be responsible for notifying the Owner in writing of, and securing approval for, any and all interruptions or interference with traffic (pedestrian, automobile), or other necessary function of the Airport or any of the airlines.

2. The request will include a traffic control plan indicating barricades, arrow boards, variable message boards, lighting and flagmen where required.

3. Such notification will be made as soon as possible but in no case less than 48 hours prior to the interference.

4. The Contractor should utilize a standard Maintenance / Construction Notification (MCN) form addressed to the Owner with a blank space for a description of the interference, the exact area affected, map of the location, and the exact times and dates the interference will take place and blanks for Owner's approval. The forms will be submitted in electronic format. No interference will be allowed until the Contractor has received back a copy of the approved interference request form.

Y. Personnel Traffic:

1. General: All construction personnel will be restricted to construction areas. They will wear shirts with sleeves and long pants at all times.

2. Walkways: When walking from the Contractor's parking lot to the job site, existing walkways and crossings will be used. The Contractor will not use vehicle traffic lanes as walkways.

3. Elevators/Escalators: Existing elevators and escalators will not be used at any time for the transporting of construction personnel or construction materials. The entry to all elevators will not be blocked at any time.

4. Use of Public Areas: The Contractor's workers will not utilize public areas for taking their "work breaks" or "lunch breaks." Areas for this purpose can be designated by the Owner upon request. No public toilets will be used by any workers at any time.

5. Use of Restaurants: The Contractor 's workers may use restaurants, lounges or other concession areas within the Airport, unless otherwise directed by the Owner.

Z. Character of Workers:

1. The Contractor will, at all times, employ sufficient labor and equipment for prosecuting the Work to full completion in the manner and time required by the Contract Documents.

2. All workers will have sufficient skill and experience to properly perform the Work assigned to them. Workers engaged in special Work or skilled Work will have sufficient experience in such Work, and in the operation of the equipment required, to perform the Work satisfactorily. This includes proper certification or training for equipment operators. Upon request by the Owner, the Contractor shall supply copies of all certification or training certificates.

3. The failure to provide adequate labor and equipment may be considered cause for terminating the Contract.

4. Any person employed by the Contractor or a Subcontractor who, in the opinion of the Owner, does not perform their Work in a proper and skillful manner or is intemperate or disorderly, will, at the written request of the Owner, be removed forthwith by the Contractor or Subcontractor employing such person and will not be employed again in any portion of the Work without the approval of the Owner.

5. Should the Contractor or Subcontractor fail to remove such person or persons or fail to furnish suitable and sufficient personnel for the proper prosecution of the Work, the Owner may suspend the Work by written notice until compliance with such orders.

6. No firearms are permitted on the Project site at any time.

AA.

1. With respect to its own operations and the operations of all its Subcontractors, the Contractor shall provide marking, lighting, and other acceptable means of identifying personnel, equipment, vehicles, storage areas, and any work area or condition that may be hazardous to the operation of aircraft, fire-rescue equipment, or maintenance vehicles at the Airport in accordance with the CSPP and the SPCD.

2. When the Contract requires the maintenance of an existing road, street, or highway during the Contractor's performance of work that is otherwise provided for in the Contract Documents, the Contractor shall keep the road, street, or highway open to all traffic and shall provide maintenance as may be required to accommodate traffic. The Contractor, at its expense, shall be responsible for the repair to equal or better than preconstruction conditions of any damage caused by the Contractor's equipment and personnel. The Contractor shall furnish, erect, and maintain barricades, warning signs, flag person, and other traffic control devices in reasonable conformity with the Manual on Uniform Traffic Control Devices (MUTCD) (http://mutcd.fhwa.dot.gov/), unless otherwise specified. The Contractor shall also construct and maintain in a safe condition any temporary connections necessary for ingress to and egress from abutting property or intersecting roads, streets or highways.

AB. The Contractor must conform to safety standards contained in the latest edition of AC 150/5370-2 and the approved CSPP. The Contractor shall refer to the Contract Documents and the approved CSPP to identify barricade requirements, temporary and/or permanent markings, airfield lighting, guidance signs and other safety requirements prior to opening up sections of work to traffic.

1.05 METHODS AND EQUIPMENT

A. All equipment that is proposed to be used on the Work shall be of sufficient size and in such mechanical condition as to meet requirements of the Work and to produce a

satisfactory quality. Equipment used on any portion of the Work shall not cause injury to previously completed work, adjacent property, or existing Airport facilities due to its use.

B. When the methods and equipment to be used by the Contractor in accomplishing the Work are not prescribed in the Contract Documents, the Contractor is free to use any methods or equipment that will accomplish the Work in conformity with the requirements of the Contract Documents.

C. When the Contract Documents specify the use of certain methods and equipment, such methods and equipment shall be used unless otherwise authorization by the Owner. If the Contractor desires to use a method or type of equipment other than specified in the Contract, the Contractor may request authority from the Owner to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed and of the reasons for desiring to make the change. If approval is given, it will be on the condition that the Contractor will be fully responsible for producing work in conformity with Contract Document requirements. If, after trial use of the substituted methods or equipment, the Owner determines that the work produced does not meet Contract Document requirements, the Contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining work with the specified methods and equipment. The Contractor shall remove any deficient work and replace it with work of specified quality, or take such other corrective action as the Owner may direct. No change will be made in basis of payment for the Contract items involved nor in Contract time as a result of authorizing a change in methods or equipment under this paragraph.

D. The Contractor will remove any deficient Work and replace it with Work of specified quality, or take such other corrective action as the Owner may direct. No change will be made in basis of payment for items in the Contract involved or in Contract Time as a result of authorizing a change in methods or equipment under this Section.

1.06 HOURS OF WORK

A. Work hours will comply with the Construction Schedule requirements specified in Section 01315 - SCHEDULES, PHASING. In addition, the following limitations apply:

1. Work may proceed at any time (24 hours a day) unless otherwise indicated on Drawings with the following exceptions (all hours subject to Owner approval).

2. Holiday blackout periods

a. FAA Moratorium at Thanksgiving: Saturday in November before Thanksgiving through Monday in November following Thanksgiving. No work allowed near navigational aid critical areas and working in proximity to FAA cables. No runway closures.

b. FAA Moratorium at Christmas: 3rd Saturday in December until January 2. No work allowed near navigational aid critical areas and working in proximity to FAA cables. No runway closures.

c. Spring Break: First day in March through mid-April.

d. All three blackout periods noted above will have limited or restricted work hours throughout the campus and airfield. Work shall not impact the normal operations of the airport. Close coordination and Owner approval will be required for all work activities during these time periods. This includes all roadways, bridges, curbsides, and service roads.

3. Disruptive Work will be defined as any activity (including excessive noise, air pollution [dust, etc.] and similar events) that adversely disrupts, hinders or impacts normal Airport operations. These activities will be conducted so as not to interfere with the normal operation of the Airport. Work which may be considered disruptive may be conducted by the Contractor during middle of the night hours as designated by the Owner. When directed by the Owner to cease Disruptive Work, the Contractor will immediately suspend and discontinue the Disruptive Work. Work will not be resumed until directed by the Owner. Contractor's claim for additional cost or additional Contract Time for suspending Disruptive Work will not be accepted.

1.07 DAILY CLEAN-UP AND TRASH REMOVAL

A. Debris from Work will be promptly removed from the Project site at least daily. Debris will not be allowed to become a hazard to the safety of the public. Areas occupied by the Owner and Building Tenants will be kept clean at all times.

B. The Contractor will be responsible for clean-up and trash removal. Accumulation of trash and debris will not be allowed and the Owner may at any time direct the Contractor to immediately remove its trash and debris from the site of the Work when, in the opinion of the Owner, such trash constitutes a nuisance, hazard, or in any way hinders the Work or the Airport's operations. If the Contractor should fail to remove its trash and debris from the site of the Work in a timely manner, the Owner may have this Work performed and deduct the cost of such from Contractor's payment.

1.08 CLEANING AND PROTECTION

The Contractor will comply with the following:

A. General: During all Work at the Project Site, clean and protect Work in progress and adjoining Work on the basis of continuous daily maintenance. Apply protective covering on installed Work to ensure freedom from damage or deterioration.

B. Clean and perform maintenance on installed Work as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.

C. Limiting Exposures of Work: To the extent possible through appropriate control and protection methods, supervise performance of the Work in such a manner and by such means which will ensure that none of the Work, whether completed or in progress, will be subjected to harmful, dangerous, damaging or otherwise deleterious exposure during

the construction period. Such exposures include, where applicable, but are not limited to, the following:

1. Excessive static or dynamic loading.

2. Excessive internal or external pressures.

3. Excessive electrical loading.

4. Solvents.

5. Chemicals.

6. Light.

7. Puncture.

8. Abrasion.

9. Heavy Traffic.

10. Soiling.

11. Combustion.

12. High speed operation, improper lubrication, unusual wear.

13. Improper shipping or handling.

14. Theft.

15. Vandalism.

D. Protection at Openings: Contractor will provide protection at all openings in structures and finishes to maintain the building weather and dust tight. All protection will be of solid material and substantial so that it will not be disturbed by wind and weather normal to the area and season, and will also be tight fitting to prevent noise infiltration.

E. Protection of Improvements:

1. Damage to Existing Facilities: Existing surfaces and materials of the Owner's property not requiring work by the Contract Documents that are damaged by the Contractor's operations will be immediately repaired. Repaired surfaces and materials will match existing adjacent undamaged surfaces and materials. Repair work will be coordinated with the Owner with regards to time and method.

2. All roads used by the Contractor during construction will be restored and/or replaced to their original condition.

3. Accidental Demolition: All structures or parts thereof that may become damaged due to accident or Contractor's error will be restored to their original condition at no cost to the Owner. Materials and equipment being used in the repair or replacement resulting from damage will be new and will perform at the manufacturer's published capacities. If the existing equipment or materials cannot be identified, or if unavailable, the selection of the replacement will be subject to approval by the Owner in writing.

4. Flooring: Where new carpeting, tile, terrazzo, or other flooring material has been installed, Contractor will fully protect such flooring from all damage and staining by Contractor's forces and the Owner may deduct from the Contractor's Contract Sum such sums as may be necessary to cover the cost of repairing and replacing such new flooring.

F. Owner's - Standards of Construction:

1. Hazardous Materials:

a. Any product or material that contains asbestos material will not be permitted on this project.

b. Any paint containing lead will not be used on this project.

c. Construction products or material containing Per- and Polyfluorinated Substances (PFAS) will not be permitted on this project.

2. Building:

a. Materials and finishes used in the Work will have a fire rating at least equal to the rating required for the type of space in which the Work is to be performed.

b. No work will be performed which, when complete, will result in the degradation of the fire rating for the space.

c. Any penetration of existing ceilings or walls which will break the fire rating of the ceiling or wall will be patched to obtain the same fire rating and to the satisfaction of the Owner.

d. Any ceiling access panel now existing will remain in its present location and cannot be covered in a manner to prevent access.

e. Any ceiling, other than Contractor's own space, that must be accessed or crossed from above will be done only with prior permission of the Owner.

f. Wood framing is prohibited for partitioning.

G. Overhead Protection:

1. No cranes with or without loads or other construction equipment will cross over non-construction personnel, their travel ways which include but are not limited to, walkways, roadways, or passenger transfer system tracks.

2. The plan of operation of cranes and other hoisting equipment will be established in writing by the Contractor. This plan of operation will be subject to review by the Owner.

3. Specific areas affected by construction may require protective covering. These protection coverings will be adequate to ensure the protection of life and property and the continuous operation of the Airport. The layout and location of the protective systems will be subject to review and rejection by the Owner. Structural integrity of protection systems will be the responsibility of the Contractor.

4. The use of helicopters to lift, place, or otherwise maneuver equipment is expressly prohibited.

1.09 CONSERVATION AND SALVAGE

A. General:

Contractor shall refer to the Owner's Sustainability Master Plan for Owner's conservation and salvage policies prior to the start of construction.

1. It is a requirement for supervision and administration of the Work that construction operations be carried out with the maximum possible consideration given to conservation of energy, water and materials. In addition, maximum consideration will be given to salvaging materials and equipment involved in performance of the Work but not incorporated therein.

2. Refer to other sections for required disposition of salvage materials which are the Owner's property.

1.10 AUTHORITY AND DUTIES OF QUALITY ASSURANCE (QA) INSPECTORS

A. QA inspectors shall be authorized to inspect all Work done and all material furnished. Such QA inspection may extend to all or any part of the Work and to the preparation, fabrication, or manufacture of the materials to be used. QA inspectors are not authorized to revoke, alter, or waive any provision of the Contract. QA inspectors are not authorized to issue instructions contrary to the plans and specifications or to act as foreman for the Contractor.

B. QA Inspectors are authorized to notify the Contractor or its representatives of any failure of the Work or materials to conform to the requirements of the contract, plans, or specifications and to reject such nonconforming materials in question until such issues can be referred to the Owner for a decision. Refer to Section 01400 – QUALITY CONTROL SERVICES.

PART 2 – PRODUCTS

Not used.

PART 3 – EXECUTION

Not used.

END OF SECTION

SECTION 01150 - MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.01 MEASUREMENT AND PAYMENT

A. Measurement of Quantities: The following requirements, in general, apply to those items listed by unit prices in the Contract Documents:

1. All "Unit Price" Work completed under the Contract will be measured by the Owner or Design Professional in conjunction with the Contractor, using United States Customary Units of Measurement. Any measurements made by the Contractor without the Owner or Design Professional present shall not be the basis for, or otherwise used for, payment.

2. The method of measurement and computations to be used in the determination of quantities of material furnished and of Work performed under the Contract will be those methods generally recognized as conforming to good engineering practice.

3. Unless otherwise specified, longitudinal measurements for area computations will be made horizontally, and no deductions will be made for individual fixtures (or leave-outs) having an area of 9 square feet or less. Unless otherwise specified, transverse measurements for area computations will be the neat dimensions shown on the Drawings or ordered in writing by the Design Professional.

4. Structures will be measured according to neat lines shown on the Drawings or as altered to fit field conditions.

5. Unless otherwise specified, all Contract Unit Price Items which are measured by the linear foot such as electrical ducts, conduits, pipe culverts, underdrains, and similar items will be measured parallel to the base or foundation upon which such items are placed.

6. In computing volumes of excavation, the average end area method or other acceptable methods as approved by Owner will be used.

7. The thickness of plates and galvanized sheets used in the manufacture of corrugated metal pipe, metal plate pipe culverts and arches, and metal cribbing will be specified and measured in decimal fraction of inches.

8. The term "ton" will mean the short ton consisting of 2,000 pounds avoirdupois. All materials which are measured or proportioned by weights will be weighed on a certified, approved scale by competent, qualified personnel. If material is shipped by rail, the car weight may be accepted, provided that only the actual weight of material be paid for. However, car weights will not be acceptable for material to be passed through mixing plants. Trucks used to haul material being paid for by weight will be weighed empty daily at such times as the Owner or Design Professional directs, and each truck will bear a plainly legible identification

mark.

9. Materials to be measured by volume in the hauling vehicle will be hauled in approved vehicles and measured therein at the point of delivery. Vehicles for this purpose may be of any size or type acceptable to the Owner or Design Professional, provided that the body is of such shape that the actual contents may be readily and accurately determined. All vehicles will be loaded to at least their water level capacity and all loads will be leveled when the vehicles arrive at the point of delivery.

10. When requested by the Contractor and approved by the Owner in writing, material specified to be measured by the cubic yard may be weighed and such weights will be converted to cubic yards for payment purposes. Factors for conversion from weight measurement to volume measurement will be determined by the Owner or Design Professional and will be agreed to by the Owner and Contractor before such method of measurement of pay quantities is used.

11. Asphalt materials will be measured by the gallon (liter) or ton (kg). When measured by volume, such volumes will be measured at 60°F (16°C) or will be corrected to the volume at 60°F (16°C) using ASTM D1250 for asphalts. Net certified scale weights or weights based on certified volumes in the case of rail shipments will be used as a basis of measurement, subject to correction when asphalt material has been lost from the car or the distributor, wasted, or otherwise not incorporated in the work. When asphalt materials are shipped by truck or transport, net certified weights by volume, subject to correction for loss or foaming, will be used for computing quantities.

12. Not Used.

13. Cement will be measured by the ton (kg) or hundredweight (km).

14. Concrete will be measured by the yard.

15. Timber will be measured by the thousand feet board measure (MFBM) actually incorporated in the structure. Measurement will be based on nominal widths and thickness and the extreme length of each piece.

16. The term “lump sum” when used as an item of payment will mean complete payment for the Work described in the Contract. When a complete structure or structural unit (in effect, “Lump Sum” Work) is specified as the unit of measurement, the unit will be construed to include all necessary fittings and accessories. However, payment of a lump sum item may be paid over several or all pay applications.

17. When a complete structure or structural unit (in effect, "Lump Sum" Work) is specified as the unit of measurement, the unit will be construed to include all necessary fittings and accessories.

18. When standard manufactured items are specified such as fence, wire, plates,

rolled shapes, pipe conduit, etc. and these items are identified by gage, unit weight, section dimensions, etc., such identification will be considered to be nominal weights or dimensions. Unless more stringently controlled by tolerances in cited specifications, manufacturing tolerances established by the industries involved will be accepted.

19. Scales must be tested for accuracy and serviced before use. Scales for weighing materials which are required to be proportioned or measured and paid for by weight shall be furnished, erected, and maintained by the Contractor, or be certified permanently installed commercial scales. Platform scales shall be installed and maintained with the platform level and rigid bulkheads at each end. Scales shall be accurate within 0.5% of the correct weight throughout the range of use. The Contractor shall have the scales checked under the observation of the Owner before beginning work and at such other times as requested. The intervals shall be uniform in spacing throughout the graduated or marked length of the beam or dial and shall not exceed 0.1% of the nominal rated capacity of the scale, but not less than one pound (454 grams). The use of spring balances will not be permitted. In the event inspection reveals the scales have been "overweighing" (indicating more than correct weight) they will be immediately adjusted. All materials received subsequent to the last previous correct weighting-accuracy test will be reduced by the percentage of error in excess of 0.5%. In the event inspection reveals the scales have been under-weighing (indicating less than correct weight), they shall be immediately adjusted. No additional payment to the Contractor will be allowed for materials previously weighed and recorded. Beams, dials, platforms, and other scale equipment shall be so arranged that the operator and the Owner can safely and conveniently view them. Scale installations shall have available ten standard 50-pound (2.3 km) weights for testing the weighing equipment or suitable weights and devices for other approved equipment. All costs in connection with furnishing, installing, certifying, testing, and maintaining scales; for furnishing check weights and scale house; and for all other items specified in this subsection, for the weighing of materials for proportioning or payment, shall be included in the unit contract prices for the various items of the Project.

20. Rental of equipment will be measured by time in hours of actual working time and necessary traveling time of the equipment within the limits of the work. Special equipment ordered in connection with extra work will be measured as agreed in the Change Order or Supplemental Agreement authorizing such work.

21. Not Used.

22. Not Used.

23. Not Used.

24. Not Used.

25. Not Used.

26. When the estimated quantities for a specific portion of the Work are designated

as the pay quantities in the Contract, they will be the final quantities for which payment for such specific portion of the Work will be made, unless the dimensions of said portion of the Work shown on the Drawings are revised by the Design Professional. If revised dimensions result in an increase or decrease in the quantities of such Work, the final quantities for payment will be revised in the amount represented by the authorized changes in the dimensions.

27. The Contractor and Owner will meet and conduct a quantity-in-place meeting (QIP meeting) on a monthly basis to review and agree to the quantities prior to pencil copy pay application submission.

28. The Contractor will establish a written process for managing and tracking all unit rate scopes of work identified within their subcontracts. This process will be reviewed with Owner and shall be accepted by Owner or modified as agreed upon. The Contractor will meet with Subcontractor(s) and Owner on a routine basis to confirm and document agreed upon quantities. The Meeting shall occur at a minimum of once per month and prior to the pencil copy pay application submission. More frequent meetings shall occur at the Owner's request.

PART 2 – PRODUCTS

Not used.

PART 3 – EXECUTION

Not used.

END OF SECTION

SECTION 01315 - SCHEDULES, PHASING

PART 1 - GENERAL

1.01 DESCRIPTION

Scope includes construction scheduling and phasing/sequencing required for proper execution of the Work as described herein. These requirements supplement the other requirements in the Contract Documents. In cases of conflict, the more stringent requirement shall govern as determined by the Owner.

1.02 SUMMARY

This Section is to provide for the comprehensive depiction, measurement, assessment and reporting of project progress and status pursuant to the sub-articles entitled "Contractor's Construction Schedules" of the Contract Provisions. The Contractor's responsibility shall include scheduling of all work within its contractual scope of work, creation of a Preliminary Schedule, a Baseline Schedule, production of reports, narratives, execution of the plan described by the current accepted schedule, participation in meetings with the Owner, and submission of Progress Schedules and revision data, as set forth herein and in the Contract Documents. Conventional Critical Path Method (CPM) techniques must be utilized to satisfy the requirements of this section.

1.03 Schedule Requirements:

1. Contractor shall employ, and include in Contractor’s jobsite staff, sufficient full-time qualified schedulers whose primary duties and responsibilities shall be creating, tracking, and modifying the schedule as required herein.

2. The Contractor’s scheduling staff should be trained on the scheduling software being used in accordance with paragraph 1.3 B. 1. (Scheduling Software). The lead scheduler shall have at least 5 recent years of scheduling experience on projects similar in scope, complexity, and magnitude; previous experience shall include the development of project schedules and maintenance of scheduling activities. Upon request by the Owner, the Contractor shall produce a written statement or references that will establish the required training, experience and scheduling competency.

3. The scheduling staff’s duties and responsibilities shall include the development, implementation, and updating of the project schedules and associated reports and data. They shall be accessible throughout the project duration and shall conduct regular site visits (but no less than once per month) to field verify as-built information and the current progress of work. They shall possess the skills to understand the construction work processes and translate the construction plan into a viable schedule, and be capable of analyzing schedule variances and making recommendations for corrective actions.

4. Owner may order that persons in the Contractor’s scheduling staff be removed and replaced with a competent scheduler if the person in question does not meet acceptable qualifications or performance standards.

5. Representatives of the Contractor's scheduling staff including superintendent(s) and project manager(s) shall attend all progress meetings, as well as all scheduling meetings.

A. Scheduling Software

1. Contractor shall use the version of Primavera P6 Professional Project Management (P6) currently utilized by the Owner unless the Owner approves an alternative. The required scheduling software shall be free from any passwords or applied access restrictions to allow proper review and interrogation by the Owner.

2. Any and all schedule related submissions and transmittals must include a Primavera XER format of the schedules contained therein.

3. The following Primavera P6 Professional Project Management (P6) Schedule Settings will be used unless otherwise approved by the Owner:

    a) Make open-ended activities critical

    b) When scheduling progresses activities use Retained Logic

    c) Calculate "Start-to-Start" lag from early start

    d) Define critical activities as Longest Path

    e) Calculate float based on the finish date of each project

    f) Calculate total float as Finish Float

    g) Calendar for scheduling Relationship Lag is Predecessor Activity Calendar

B. Schedule Activities

1. Activities will be grouped and sorted by an appropriate Work Breakdown Structure (WBS) to identify phase, area of work, location, etc. The WBS shall be structured in such a way that activities may be sorted into logical work areas and phases, with respect to their associated milestones and subject to Owner's approval.

2. All identified milestones in the Contract, including but not limited to " Award," "Notice to Proceed," "Substantial Completion" and "Final Completion," etc., shall be included in a separate node at the top of the WBS structure.

3. All schedule Contract Milestones shall be based on Calendar Days.

4. In addition to construction activities, the Baseline Schedule shall include activities for submittals, shop drawings, testing, turnover and training, review and approval cycles, meetings and operations by other agencies and all other activities that will affect the Contractor's schedule. Material selections, procurement, delivery, receiving and issuing restrictions shall be accounted for by additional activities. Contractual milestones, such as "Notice of Award," "Notice to Proceed," "Substantial Completion" and "Final

Completion," etc., shall be included along with other Contract Milestones and the Contractor's own milestones. The Owner may identify additional interfaces during the course of the Work and the Contractor will incorporate these in the Progress Schedule as required.

5. The Owner may identify additional interfaces during the course of the Work and the Contractor will incorporate these in the Progress Schedule as required.

C. Relationships: The relationships defined between activities shall be restricted to the following:

1. FS - Predecessor must finish before successor starts.

2. SS - Predecessor must start before successor starts.

3. FF - Predecessor must finish before successor finishes.

4. SF – Predecessor must start before successor finishes.

D. Relationships shall also include, where necessary, definition of lag times between predecessors and successors. The use of lags is not encouraged; it is preferable to use an activity to represent the reason for the waiting period between activities.

6. Except for certain activities such as submittal reviews, curing of concrete, fabrication and delivery of materials, or milestones; activity durations shall not exceed 15 Days, unless otherwise accepted by the Owner.

7. Activity descriptions shall use industry standard terminology and shall clearly identify the work and its respective location.

8. The use of activity descriptions, Notebook Topics, user defined text fields or any other annotation in the scheduling software shall not be considered as Notice to the Owner of a delay, claim or dispute. Any such notification must be in accordance with the relevant provision of the Contract.

9. All activity constraints must be identified and explained in the schedule narrative. Any use of constraints is subject to Owner approval. At the Owner’s request, constraints shall be removed or replaced if appropriate activities and/or logical relationships can perform the same function.

10. The following activity constraints shall not be used: “Start On”, “Finish On”, “Mandatory Start”, and “Mandatory Finish”.

11. “Level of Effort” activities must only be used to summarize other discrete activities in the schedule and not to represent construction tasks. The network logic of any given path of work through the schedule, shall not flow through a Level of Effort activity such that it is possible for a Level of Effort activity to appear on the Longest Path. Level of Effort activities may be used to summarize the duration of a sub-set of logically linked task dependent activities for tracking support work or site infrastructure such as cranes,

equipment maintenance or project management functions. All Level of Effort activities shall be identified in the narrative with an explanation and are subject to Owner approval.

12. Schedule activities following Final Completion shall only be shown following written approval by Owner. Final Completion shall not be constrained.

E. Relationships

1. With the exception of WBS Summary activities, each activity or milestone shall have at least on predecessor and at least one successor, except for the first and last activities.

2. Open ended activities or milestones are not allowed. All open ends must be closed with an appropriate logical relationship (for example, where an activity's only predecessor is Finish to Start and the same activity's only successor is Start to Start the finish would be an open end).

3. Redundant relationships shall not be used.

4. Contradicting relationships shall not be used.

5. All relationship lags or changes to relationship lags must be identified and explained in both the schedule narrative and the P6 software Notebook Topics with an explanation. All relationship lags are subject to Owner approval and shall be replaced at the request of the Owner if the creation of an activity can perform the same function (e.g. concrete cure time).

F. Calendars

1. The Contractor shall employ Work Day calendars that reflect the days that planned to perform the Work.

   Documentation supporting each calendar shall be submitted with the baseline submission. Calendar information will include the number of working days per week and the Contractor's holiday schedule, including any other non-work periods.
2. Any changes to calendars or new calendars will be identified, explained and supported in the schedule narrative accompanying the schedule submission.

3. Calendar days for some tasks may be less than 8 hours depending on the availability of the work as defined elsewhere and shall be reflected in the calendar settings.

G. Cost and Resource Loading

1. Cost and Resource Loading

   a) Cost loading shall be provided on summary level activities within the WBS structure so that the WBS structure and cost loading in the schedule can be rolled up to correspond to the accepted Schedule of Values for the Contract.

b) No resource loading is required.

H. Schedule Submission and Acceptance

1. Preliminary Meeting and Schedule

a) The Contractor shall participate in a preliminary meeting to discuss the proposed schedule and the Contract requirements prior to submission of the Preliminary Schedule. A Preliminary Schedule shall be submitted to the Owner for review as required in the Contract Provisions within sixty (60) days from "Notice of Intent to Award" unless additional time has been approved by the Owner.

b) The Preliminary Schedule must be accompanied by a written narrative and a copy of the native electronic schedule file for review, analysis, archiving and transfer to other Project stakeholders as required.

2. Baseline Schedule

a) The Baseline Schedule shall be developed in concept and sufficient detail to allow to visualize the entire program and be submitted to the Owner as required in the Contract Provisions within thirty (30) calendar days of the issuance of the Notice to Proceed.

b) Where appropriate, and subject to approval by Owner, long term projects may be subject to a phased development of the Baseline Schedule. For phased development, the first Baseline schedule shall be submitted to the Owner as required in the Contract Provisions within thirty (30) days of the issuance of the Notice to Proceed. The first Baseline Schedule shall provide a fully developed WBS structure that accounts for the work of each work discipline at each location. Work that is within 180 days of the issue date of the Baseline Schedule shall be fully developed and schedule in the First Baseline schedule. The remaining work may be represented at a summary level using task dependent activities to summarize the work required under each WBS heading. By agreement with the Owner, dates will be set where the summary level activities will be scheduled out with fully developed detail.

c) The following procedure outlines the steps for adding additional detail to the summary level activities in Baseline Schedule revisions while maintaining a reference to the relevant summary level activities in the first Baseline Schedule.

i. Copy the task dependent summary activity that needs additional detail then paste as a new activity making the activity ID the same but with a suffix in increments of 10 (e.g., for Summary level activity ID: A-1000, the first detailed activity would become A-1000-10 and the second detailed activity would become A-1000-20, etc.).

ii. Repeat this process until the level of detail is fully developed providing the new activities with appropriate activity names, durations, logical relationships and activity codes.

iii. Change the original activity (i.e., A-1000), to a WBS Summary activity. This "parent" activity will automatically summarize the duration and status of the fully developed task dependent "child" activities within the associated WBS heading.

iv. The network logic will now drive the detail activities but the WBS summary activity (and its activity ID) will correlate and provide accountability to the original task dependent activity that was provided in the first Baseline Schedule.

d) All Baseline Schedules must be accompanied by a written narrative and a copy of the native electronic schedule file for review, analysis, archiving and transfer to other Project stakeholders as required.

e) The Contractor shall participate in a review and evaluation of the proposed Baseline Schedule. Any revisions necessary as a result of this review shall be resubmitted for review within fourteen (14) days after the schedule review conference. This review cycle will continue until the Contractor submits a Baseline Schedule that is accepted by the Owner. The accepted Baseline Schedule shall be the schedule used by the Contractor for planning, organizing, directing the Work and reporting progress. Baseline Schedule submittals shall be in accordance with the "Schedule Submittal Format" as outlined in paragraph I.

f) Failure to establish an acceptable Baseline Schedule may result in the Owner withholding the payment for the Application for Payment.

g) The Baseline Schedule must show all Contract Milestones completed within the time frames specified. If contract completion or any other Contract Milestones are shown completing in more or less time than specified, the Baseline Schedule may be rejected by the Owner.

h) The developed schedule shall show the sequence and complete interdependence of construction and project-related activities reasonably required to complete the Work. Contractor shall be responsible for ensuring all work sequences are logical and the schedule shows a coordinated plan of work.

i) Float within the Baseline Schedule shall be reasonable with respect to the type of work and overall project, and is subject to Owner approval.

j) The Baseline Schedule is to remain completely without status or progress unless otherwise approved or agreed by the Owner.

k) Failure by Contractor to include any element of work required for performance of the Contract, or failure to properly sequence the work, shall not excuse Contractor from completing all work within the contractually defined time.

3. Progress Schedules

a) Progress reported by the Contractor shall be determined by the Contractor's actual physical inspection of the Work. Physical inspection of the Work shall be conducted, recorded and entered into the schedule in the form of activity progress percentage and actualized start and finish dates on a weekly basis in line with the Job Coordination Meetings. This is necessary to maintain an up to date Look-Ahead Schedule as required under Section G.4 (Job Coordination Meeting Look-Ahead Schedule) below.

b) Full Progress Schedule reporting frequency shall be monthly as specified in the General Conditions. The specific data date shall be the 25th of the month and the schedule shall be submitted in accordance with pay application submittal procedure. Progress Schedule submittals shall be in accordance with the "Schedule Submittal Format" as outlined in paragraph I.

c) The Contractor must submit a Schedule Update Run each month. The Schedule Update Run will include only the progress information for work performed in the reporting period, including percent completes, adjustments to remaining durations and input of actual start and finish dates. The Schedule Update Run shall NOT include changes or additions to logical relationships, activity constraints, added or deleted activities or changes to original or planned durations.

d) The Contractor may also submit a Schedule Revision Run each month. The Schedule Revision Run is required to be submitted if the Contractor makes any changes to the schedule other than those permitted for the Schedule Update Run. The Schedule Revision Run shall show all the changes that the Contractor made to logic, durations, addition/deletion of activities (including change orders, if any), codes, calendars, etc. The Schedule Update Run shall be used as the basis for the Schedule Revision Run so that all information related to monthly progress is included and consistent in both the Schedule Update Run and the Schedule Revision Run.

e) Each Progress Schedule must be accompanied by a written narrative and a copy of the native electronic schedule file for review, analysis, archiving and transfer to other Project stakeholders as required.

f) The intent of the Contractor's Written Narrative is to effectively communicate and add support to the current Progress Schedule Update. The narrative describes any changes made to the schedule, current issues, potential problems and related schedule notifications to the Owner or Architect. It is a universally important document as the narrative is understood by all Project stakeholders, not just the scheduler. A good

schedule narrative provides an added level of clarity for communication and understanding.

g) Any statements in the Schedule Narrative shall not be considered as Notice to the Owner of a delay, claim or dispute. Any such notification must be in accordance with the relevant provision of the Contract.

h) Contractor shall amend the schedule to include any additional detail and information requested by Owner at any time during the project

4. Job Coordination Meeting (JCM) Look-Ahead Schedule

a) The Look-Ahead schedule shall be in the form of a filtered view of an accurately updated Progress Schedule Update created from within the scheduling software. The filtered view shall show the window of time seven (7) days prior to the meeting and fourteen (14) days after the meeting.

b) The Look-Ahead Schedule is to be accurately updated as of the day before the JCM. The Look-Ahead Schedule should be printed on letter size (8.5”x11”) paper for incorporation into the JCM minutes. The Contractor is to provide copies of the Look-Ahead Schedule to all JCM attendees. If required by the Owner, each Look-Ahead Schedule shall also be provided to the Owner as a copy of the native electronic schedule file from which it was derived.

c) In addition to the filtered view of an accurately updated Progress Schedule Update created from within the scheduling software.

d) Contractor may elect, or Owner may require, that supplementary information be provided to clarify the contents of the Look-Ahead schedule and/or support the function and needs of the JCM process.

5. Recovery Schedule

a) At the discretion of the Owner, or when the most current Progress Schedule Update reflects a calculated schedule status of two weeks later than currently contractually allowed for any contractual milestone (including interim milestones), a Recovery Schedule may be required.

b) The Recovery Schedule shall utilize as its basis, the most current Progress Schedule with reasonable modifications to remaining work sequences, means or methods that will allow the project to complete by the current contractual substantial completion date.

c) If, in the opinion of the Contractor, the current late status is due to Owner caused delays beyond the Contractor’s control, the Contractor shall submit with the Recovery Schedule a Time Impact Analysis in accordance with section 1.06. This requirement shall not excuse the Contractor from all notice or other contractual claims requirements.

6. As-Built Schedule: After all Contract work items are complete, and prior to final payment, the Contractor shall submit the final Progress Schedule that will be called the "As-Built" Schedule, showing actual start and actual finish dates for all schedule activities and milestones.

a) The As-Built Schedule must be accompanied by a copy of the native electronic schedule file for review, analysis, archiving and transfer to other Project stakeholders as required.

I. Changes

1. Change Orders

a) If Contractor determines that a proposed change order will delay work on the critical path, a Time Impact Analysis shall be performed in accordance with section 1.06 and submitted to Owner in conjunction with the cost proposal.

b) Where there are associated time impacts, approved change orders must be incorporated into the next Schedule Revision Run following approval. Activities shall be added in sufficient detail to identify any work required by order. These activities shall then be cost and resource loaded as may be required by the Contract and subject to Owner approval. In the event that a change order includes a time extension, the milestone dates shall be adjusted accordingly.

J. Schedule Submittal Format

1. Time-scaled bar chart schedules shall be submitted on letter, legal or ledger size paper. Font size on the submitted schedules shall not be smaller than 8 point. Each schedule shall contain a title block with the following information.

a. Contractor's name.

b. Owner's Bid Package number and project name.

c. Plot date.

d. Data date.

e. Symbol definitions.

2. All project schedule files shall be submitted as PDF version of requested and one (1) electronic copy of the native electronic schedule files for review, analysis, archiving and transfer to other Project stakeholders as required. The electronic versions shall be transmitted to the Owner via the Owner's Project Management software submittal module. Alternative means of

transmittal.

a. The schedule shall be cost-loaded with the total Contract value. The cost loading in the schedule must correspond to the accepted Schedule of Values for the Contract. Cost loading will be at the detailed activity level and accurately represent the value of the Work contained in each activity.

b. Float: Float or slack is defined as the amount of time between the early start date and the late start date, or the early finish date and the late finish date, of any of the activities in the Schedule. Float or slack time is not for the exclusive use of Contractor or benefit of the Contractor. Extensions of time for performance required under the Contract Terms and Conditions will be granted only to the extent the time adjustment for the activity or activities affected exceeds the total float or slack along the channels involved at the time notice to proceed was issued for the change.

1.04 GENERAL

A. The following phasing constraints will universally apply to all phases and elements of this Work.

1. Work shall be performed in a manner and during times so as to not impact Owner or Airport operations. Work times shall be submitted to the Owner for acceptance.

2. Work area access is not exclusive to the Contractor. Contractor shall coordinate its Work activities, times and schedules so as to not impact work by others having concurrent access to the work area.

1.05 PHASING/SEQUENCING

A. General:

1. The Work of this Contract will be performed in a phased construction schedule which will include all requirements for submittals, material and equipment procurement, material stockpiling, setting up Contractor's staging area, surveying of existing conditions and preparation of necessary schedules to meet the rigid requirements for Project completion according to the specific phases herein outlined and for the Project Substantial Completion, in accordance with Contract Documents. Where clock times are specified for specific work elements, these times will be local times.

2. THE CONTRACTOR WILL NOTIFY THE OWNER, IN WRITING, AT LEAST 72 HOURS PRIOR TO THE DATE OF COMMENCEMENT OF ANY ON-SITE WORK, INCLUDING TEMPORARY FACILITIES, MOBILIZATION AND MATERIAL AND EQUIPMENT DELIVERIES.

3. The Contractor will coordinate with Owner and adjust Project Schedule so as not to interfere with the on-going operations of the Airport, nor impact the previously accepted work schedules of others having concurrent access to the Work area.

B. Work Sequence of Construction:

The sequence of construction, if any, is provided solely for the purpose of indicating the general overview of the progressive steps to the Work so that existing Airport operations and functions and other contracts will be maintained in accordance with the requirements of the Owner. The descriptions of construction sequence will not be considered as definitive explanations of all the Work which may be required during each sequence.

PART 2 – PRODUCTS

Not used.

PART 3 – EXECUTION

Not used.

END OF SECTION

SECTION 01340 - SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

A. Requirements of the Contract Documents, including Division 01. The Contractor will be required to follow the Submittal Management Process for the development of a Submittal Register Log and submission of Submittal Packet.

1.2 SUMMARY:

This Section specifies administrative and procedural requirements for submittal of Shop Drawings, Product Data and Samples to verify that products, materials and systems proposed for use comply with provisions of the Contract Documents.

A. Shop Drawings include, but are not limited to, the following:

1. Fabrication Drawings.
2. Installation Drawings.
3. Setting diagrams.
4. Shop-work manufacturing instructions.
5. Templates and patterns.
6. Schedules.
7. Design mix formulas.
8. Coordination Drawings.

B. Product Data include, but are not limited to, the following:

1. Manufacturer's product specifications.
2. Manufacturer's installation instructions.
3. Standard color charts.
4. Catalog cuts.
5. Roughing-in diagrams and templates.
6. Standard wiring diagrams.
7. Printed performance curves.
8. Operational range diagrams.
9. Mill reports.
10. Standard product operating and maintenance manuals.
11. Material Safety Data Sheets (MSDS).

C. Samples include, but are not limited to, the following:

1. Partial Sections of manufactured or fabricated components.
2. Small cuts or containers of materials.
3. Complete units of repetitively-used materials.
4. Swatches showing color, texture and pattern.
5. Color range sets.

6. Components used for independent inspection and testing.

D. Administrative Submittals: Refer to other Division 01 Sections and other Contract Documents for requirements for administrative submittals. Such submittals include, but are not limited to:

1. Schedule of Submittals.
2. Permits.
3. Applications for payment.
4. Performance and payment bonds.
5. Insurance certificates and endorsements.
6. Listing of subcontractors, subcontracts, and purchase orders.
7. Design-Builder's construction schedule.
8. Progress Schedules.
9. Progress reports.

1.3 SUBMITTAL PROCEDURES:

A. Coordination: Coordinate preparation and processing of submittals with performance of the Work.

1. At the beginning of the Work, the Contractor will prepare and submit a Submittal Register in the template provided by the Owner based on all of the submittal requirements in the specifications. Each item called out shall have an individual record (line) in the Submittal Register and this will be submitted for Owner approval and comment. Once approved, the register will be imported into the Owner's Project Management Information Software (PMIS) and all submittals will be submitted through the Owner's Process. The Owner will provide a Specification list to the Contractor identifying which specifications require Owner Review, and those will be indicated on the register when the Contractor submits it.

2. The Contractor shall review submittals before submitting to the Owner. Transmit each submittal to the Owner sufficiently in advance of scheduled performance of related construction activities to avoid delay. If any submittals will be delayed, inform the Owner in writing giving reasons for the delay and a revised submittal schedule. Delays will be subject to Owner's approval. No extension of time will be authorized because of a Contractor's failure to transmit submittals to the Owner sufficiently in advance of the Work to permit processing.

3. The Owner will review submittals for general conformance with the Contract Documents. The review of the submittals by the Owner will not constitute any release or discharge of Contractor's sole liability and responsibility for all such submittals.

4. Request for payment of stored materials will not be considered until submittals have been received and approved by the Owner.

5. Transmit submittals to the Owner to prevent delays. The Contractor is responsible for delays accruing directly or indirectly from submission or resubmission of submittal date.

6. The Contractor shall coordinate each submittal with other submittals and related activities that require sequential activity including:

    a. Testing.
    b. Purchasing.
    c. Fabrication.
    d. Delivery.

7. The Contractor shall coordinate transmittal of different types of submittals for the same element of the Work and different elements of related parts of the Work so that processing will not be delayed by the Owner's need to review submittals concurrently for coordination.

    a. The Owner reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are delivered to the Owner.

8. Processing: The Contractor shall allow sufficient review time so that Work will not be delayed as a result of the time required to process submittals, including time for re-submittals.

    a. The Contractor shall allow for time for the Owner's initial review of each submittal. The standard time for Owner review will be three weeks unless a different duration has been agreed to by Owner and Contractor. Where processing must be delayed to permit coordination with subsequent submittals, additional time is allowed. The Owner will advise the Contractor promptly when a submittal being processed must be delayed for coordination.

    b. The Contractor shall where necessary to provide an intermediate submittal between the initial and final submittals, process the intermediate submittal in the same manner as the initial submittal.

    c. The Contractor shall allow time for reprocessing of each submittal to meet the schedule.

    d. No extension of time will be authorized because of a Contractor's failure to transmit submittals to the Owner sufficiently in advance of the Work to permit processing.

B. All submittals shall be submitted electronically through the Owner's Management Software and use the Packages to pull register items in for review. Close-out submittals, including O&M Manuals shall be submitted through the Close-out Register for review and tracking purposes.

1. The Contractor shall place a permanent label or title block on each submittal for information.

2. The Contractor shall indicate the name of the firm or entity that prepared each submittal on the label or title block.

3. The Contractor shall provide a space approximately 4 inches by 5 inches on the label or adjacent to the title block to record the Contractor's review and approval markings and the action taken by the Owner.

4. The Contractor shall include the following information on the label for processing and recording action taken.

    a. Project name.
    b. Project Number.
    c. Date.
    d. Name and address of Owner.
    e. Name and address of Contractor.
    f. Name and address of subcontractor.
    g. Name and address of supplier.
    h. Name of manufacturer.
    i. Number and title of appropriate Specification Section.
    j. Drawing number and detail references, as appropriate.
    k. Similar definitive information as necessary.

5. The Contractor shall include on each page (sheet) of the submittal with the Contractor's certification statement, or other approval statement, as follows:

    "Contractor hereby certifies that the (equipment) (material) (article) shown and marked in this submittal is that proposed to be incorporated in the work, is in compliance with the Contract Documents, can be installed in the allocated spaces, and is submitted for review by the Owner. Contractor acknowledges that Owner may rely on the information contained in this submittal.

    Certified by Submittal Reviewer_____. Date:_____"

C. Submittal Transmittal: The Contractor shall package each submittal appropriately for electronic transmittal and handling. The Contractor shall transmit each submittal from Contractor to Owner, as indicated, by use of a transmittal form. Submittals received from sources other than the Contractor will be returned to the sender without action. Submittal descriptions shall follow the Owner's naming conventions. Electronic transmittals must have descriptive subject lines for ease of retrieval. The transmittal form should be the first page in the attached PDF.

1. The Contractor shall record relevant information and requests for data on the transmittal form. On the form, or an attached separate sheet, the Contractor shall

call attention to deviations from requirements of the Contract Documents, including minor variations and limitations.

2. The Contractor shall include the Contractor's signed certification stating that information submitted complies with requirements of the Contract Documents.

3. The Contractor shall prepare a draft of a transmittal form and submit it to the Owner's review and acceptance. The Contractor shall provide places on the form for the following information:

    a. Project name.
    b. Project Number.
    c. Date.
    d. Destination (To:).
    e. Source (From:).
    f. Names of subcontractor, manufacturer and supplier.
    g. Category and type of submittal.
    h. Submittal purpose and description.
    i. Submittal and transmittal distribution record.
    j. Remarks.
    k. Signature of transmitter.

1.4 SPECIFIC SUBMITTAL REQUIREMENTS:

A. Shop Drawings: The Contractor shall submit newly prepared information, drawn to accurate scale. THE CONTRACTOR SHALL NOT REPRODUCE CONTRACT DOCUMENTS OR COPY STANDARD PRINTED INFORMATION AS THE BASIS OF SHOP DRAWINGS.

1. The Contractor shall include the following information on Shop Drawings:

    a. Dimensions.
    b. Identification of products and materials included.
    c. Compliance with specified standards.
    d. Notation of coordination requirements.
    e. Notation of dimensions established by field measurement.

2. The Contractor shall submit Coordination Drawings where required for integration of different construction elements. The Contractor shall show construction sequences and relationships of separate components where necessary to avoid conflicts in utilization of the space available.

3. The Contractor shall encircle, identify with arrow, or otherwise indicate deviations from the Contract Documents on the Shop Drawings.

    a. THE CONTRACTOR SHALL NOT USE COLORED HIGHLIGHTERS TO INDICATE SELECTIONS.

4. The Contractor shall not allow Shop Drawing copies which do not have an

appropriate final stamp or other marking indicating action taken by the Owner to be used for construction.

B. Product Data: The Contractor shall collect Product Data into a single submittal for each element of construction or system.

1. The Contractor shall encircle and identify with an arrow, each copy to show which choices and options are applicable to the Project.

   a. The Contractor shall not use colored highlights to indicate selection.

2. Where Product Data has included information on several similar products, some of which are not required for use on the Project, or are not included in this submittal, the Contractor shall mark copies to clearly indicate which information is applicable.

3. Where Product Data must be specially prepared for required products, materials or systems, because standard printed data are not suitable for use, the Contractor shall submit as "Shop Drawings" not “Product Data."

4. The Contractor shall include the following information in Product Data:

   a. Manufacturer's printed recommendations.
   b. Compliance with recognized trade association standards.
   c. Compliance with recognized testing agency standards.
   d. Application of testing agency labels and seals.
   e. Notation of dimensions verified by field measurement.
   f. Notation of coordination requirements.

5. The Contractor shall not submit Product Data until compliance with requirements of the Contract Documents has been confirmed.

6. The Contractor shall furnish copies of final Product Data submittal to manufacturers, subcontractors, suppliers, fabricators, installers, governing authorities and others as required for performance of the construction activities. The Contractor shall show distribution on transmittal forms.

   a. The Contractor shall not proceed with installation of materials, products and systems until a copy of Product Data applicable to the installation is in the installer's possession.

   b. The Contractor shall not permit use of unmarked copies of Product Data in connection with construction.

C. Samples: The Contractor shall submit Samples physically identical with the material or product proposed for use; submit full-size, fully fabricated Samples, cured and finished in the manner specified.

1. The Contractor shall mount, display, or package Samples in the manner specified to facilitate review of qualities indicated. The Contractor shall prepare Samples to match Designers' Sample where so indicated and include the following information:

    a. Generic description of the Sample.
    b. Size limitations.
    c. Sample source.
    d. Product name or name of manufacturer.
    e. Compliance with recognized standards.
    f. Compliance with governing regulations.
    g. Availability.
    h. Delivery time.

2. The Contractor shall submit a Sample log at the beginning of the project to the Owner based on the required samples per the submittals.
3. In-place samples are only allowed with written approval by Owner.

D. Operating and Maintenance Manuals: Operating and Maintenance Manuals shall be initially submitted for review at the appropriate 30 percent completion stage of Work per requirements under these Sections. The Manuals will be reviewed and comments returned to the Contractor. Corrections shall be made before submittal of the Manuals at subsequent completion levels for Owner review and at Project Close-out.

E. In order to facilitate review of product data and shop drawings, they shall be noted, indicating by cross reference the contract drawing sheet number, note, and specification paragraph numbers, where and what item(s) are used for and where item(s) occur in the contract documents.

1.5 OWNER ACTION:

A. Except for submittals for the record, for information and similar purposes, where action and return on submittals is required or requested, the Owner will review each submittal, mark with appropriate "action," and where possible return within the time period allotted for Owner review. Where the submittal must be held for coordination, the Owner will so advise the Contractor without delay.

1. Compliance with specified characteristics is the Contractor's responsibility, and not considered part of the Owner’s review and indication of action taken.

B. The Owner will mark each submittal to be returned with a uniform, self-explanatory action stamp appropriately marked and executed to indicate whether the submittal returned is accepted, accepted as noted, information only, no exception taken, rejected, or revise and resubmit.

C. The Owner’s review of submittals is for design conformity and general conformance of the Contract Documents only and does not relieve the Contractor from responsibility for any deviations from the requirements of the Contract Documents. The Owner’s review

shall not be construed as a complete check nor shall it relieve the Contractor from responsibility for errors of any sort in shop drawings or schedules, of from the necessity of furnishing any work required by the Contract Documents which may have been omitted on the shop drawings. The Owner's review of a separate item shall not indicate review of the complete assembly in which it functions.

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

3.5 SCHEDULE OF SUBMITTALS DESCRIPTION AND SUBMITTAL REGISTER

A. General: The following is a description of each submittal type, specified in other Sections, required for the Contract. Contractor shall include each submittal description in the Submittal Register included as part of this Section.

1. Product Data means submittals that provide calculations, descriptions or other documentation regarding the work.

2. Manufacturer's Catalog Data (Product Data) means data composed of information sheets, brochures, circulars, specifications and product data, and printed information in sufficient detail and scope to verify compliance with requirements of the Contract Documents.

3. Manufacturer's Standard Color Charts (Product Data) means preprinted illustrations displaying choices of color and finish for a material or product.

4. Shop Drawings means graphic representations illustrating the relationship of various components of the work, schematic diagrams of systems, details of fabrications, layout of particular elements, connections, and other relational aspects of the work.

5. Design Data (Shop Drawings) means design calculations, mix designs, analyses, or other data written and pertaining to a part of the work.

6. Instructions (Product Data) means preprinted material describing installation of a product, system, or material, including special notices and Material Safety Data Sheets, if any, concerning impedance, hazards, and safety precautions.

7. Schedules (Shop Drawings) means a tabular list of data or a tabular listing of locations, features, or other pertinent information regarding products, materials, equipment, or components to be used in the work.

8. Statements (Shop Drawings) means documents, required of the Contractor, or through the Contractor by way of a supplier, installer, manufacturer, or other lower tier contractor, the purpose of which is to further the quality or orderly

progression of a portion of the work by documenting procedures, acceptability of methods or personnel, qualifications, or other verification of quality.

9. Reports (Product Data) mean reports of inspection and laboratory tests, including analysis, an interpretation of test results. Each report shall be properly identified. Test methods used and compliance with recognized test standards shall be described.

10. Test Reports (Product Data) mean reports signed by an authorized official of a testing laboratory that a material, product, or system identical to the material, product or system to be provided has been tested in accordance with requirements specified by naming the test method and material. The test report must state the test was performed in accordance with the test requirements; state the test results; and indicate whether the material, product, or system has passed or failed the test. Testing must have been within three years of the date of award of this Contract. All test and inspections called for in the Contract Documents will be listed in an Inspections & Test register to be submitted along with the Submittal and Close-Out Registers at the beginning of the Project. They will be imported and tracked through the Owner's PMIS.

11. Factory Test Reports (Shop Drawings) mean written reports which include the findings of a test required to be performed by the Contractor or an actual portion of the work or prototype prepared for this project before it is shipped to the job site. The report must be signed by an authorized official of a testing laboratory and must state the test was performed in accordance with the test requirements; state the test results; and indicate whether the material, product, or system has passed or failed the test.

12. Field Test Reports (Shop Drawings) mean written reports which includes the findings of a test made at the job site, in the vicinity of the job site, or on a sample taken from the job site, on a portion of the work, during or after installation. The report must be signed by an authorized official of a testing laboratory or agency and must state the test was performed in accordance with the test requirements; state the test results; and indicate whether the material, product, or system has passed or failed the test.

13. Certificates (Shop Drawings) mean statements signed by responsible officials of a manufacturer of a product, system, or material attesting that the product, system, or material meet specified requirements. The statements must be dated after the award of this contract, name the project, and list the specific requirements which it is intended to address.

14. Warranties (Product Data) include but are not limited to statements signed by responsible officials of a manufacturer of a product, system, or material attesting that the product, system, or material will perform its specific function over a specified duration of time. The statement must be dated, and include the name of the project, the Owner's name, and other pertinent data relating to the warranty. Warranties and all other close out requirements are submitted through

the close-out application in the PMIS, and require a separate log from the submittals log.

15. Samples (Samples) include both fabricated and non-fabricated physical examples of materials, products, and units of work as complete units or as portions of units of work.

16. Color Selection Samples (Samples) mean samples of the available choice of colors, textures, and finishes of a product or material, presented over substrates identical in texture to that proposed for the work.

17. Sample Panels (Samples) mean assemblies constructed at the project site in a location acceptable to the Owner and using materials and methods to be employed in the work; completely finished; maintained during construction; and removed at the conclusion of the work or when authorized by the Owner.

18. Sample Installations (Samples) mean portions of an assembly or material constructed where directed and, if approved, retained as a part of the work.

19. Record means documentation to ensure compliance with an administrative requirement or to establish an administrative mechanism.

20. Operating and Maintenance Manuals (Records) mean data intended to be incorporated in an Operating and Maintenance Manual.

21. Test Reports of Existing Conditions mean documents describing existing conditions and operations of systems and components prior to the start of any work. Testing shall be held in the presence of the Owner. Provide copies of the test reports to the Owner.

22. Demonstration means physical operation of equipment and systems by factory authorized representatives to demonstrate to the Owner's facility personnel proper operation of systems. Provide all required documentation that certified completed demonstration.

23. As-Built Drawings means delineated documentation accurately depicting final installation location of components and systems of the building.

24. Shop Drawings in Electronic format mean that when drawings are required all materials shall be provided in AUTOCAD latest release and PDF and/or BIM on a CD/DVD.

25. Coordination Drawings mean the special type of Shop Drawings that show the relationship and integration of different construction elements that require close and careful coordination during fabrication or during installation to fit in the restricted space provided or to function as intended.

26. Certification of Approved Disposal of Hazardous Materials means the certification

signed by the Contractor indicating legal disposal of hazardous materials.

27. CD/DVD Training Video means the recorded training instructions to be used by the Owner's personnel.

28. Spare Parts Memo means the listing of spare parts required; refer to Section 01700.

29. UL Letter of Finding means a document from Underwriters Laboratories Inc., attesting compliance with UL's standard for connection to an existing lightning protection system; a document from Underwriters Laboratories Inc., attesting compliance with UL's standard for UL Master Label.

30. Equipment Check-Out Memos mean documents signed by the manufacturer's authorized representative stating that equipment has been installed and is operating in accordance with the manufacturer's specifications; refer to Section 01700 B.

B. Submittal Register: The Contractor is to maintain an accurate, updated Submittal Register and will bring this register to each scheduled OAC meeting with the Owner. An import template will be provided to the Contractor to populate. The Submittal Register should include the following items:

1. Submittal-Description and Number assigned.
2. Date to Owner.
3. Date to Designer as appropriate.
4. Date returned to Owner.
5. Date returned to Contractor from Owner.
6. Submittal Status.
7. Date of Re-submittal and Return (as applicable).
8. Date material released (for fabrication).
9. Projected date of fabrication.
10. Projected date of delivery to site.
11. Status of submittal.
12. Specification Section Number.
13. Specification Paragraph Number.
14. Owner Reviewer.
15. Designer Reviewer.
16. Transmittal Control Number.
17. Planned Submittal Date.
18. Action Code.
19. Date of Action.
20. Remarks.

END OF SECTION

SECTION 01350 - BUILDING INFORMATION MODELING REQUIREMENTS

PART 1 – GENERAL

1.01 DESCRIPTION

A. Definitions:

1. Building Information Modeling (BIM): A process focused on the development, use and transfer of facility attribute data of a construction project to improve the design, construction and operations of a project in order to achieve project specific goals.

2. Level of Development (LOD): Level of completeness to which a model element is developed at the end of each design and construction phase.

3. BIM Project Execution Plan: A plan that defines how BIM will be implemented throughout the project lifecycle.

1.02 BIM REQUIREMENTS

A. BIM Project Execution Plan: Contractor will develop a BIM Project Execution Plan documenting the collaborative process, analysis technologies and workflows in which BIM will be implemented throughout the lifecycle of the project. Contractor will include a plan, prior to start of construction, which outlines the process for concurrent as-built documentation for Owner's review.

B. Design Intent Model: Contractor will develop a Design Intent Model that includes accurate and relevant geometry and facility information required to design the Project. Contractor will update the Design Intent Model with all design revisions at agreed upon intervals during Construction.

C. Clash Detection: Contractor will manage, coordinate design disciplines and perform clash detection analyses within the BIM Model at each milestone set by the BIM Project Execution Plan.

D. As-Built BIM Model: Contractor will validate and revise the Design Intent Model to produce a field accurate As-Built BIM Model to be delivered to the Owner prior to final acceptance of the Work.

E. BIM Meetings: Contractor will facilitate coordination meetings as necessary to timely resolve design conflicts and/or coordination issues. Design changes made during this process will be properly documented by the Contractor and the As-Built BIM Model updated as necessary.

1.03 CONTRACTOR'S RESPONSIBILITIES

A. The Contractor's responsibilities include:

1. Overall development and delivery of the As-Built BIM Model.
2. Ensuring compliance with the BIM Project Execution Plan and related BIM Level of Development (LOD) Matrix.
3. Development, coordination, publication, and verification that all BIM configurations are in place as required for the integration of the design phase and construction phase model information, elements, etc.
4. Coordination of the file management procedures and protocols for the Design Intent Model and As-Built BIM Model.
5. Coordination and set-up of shared file servers to be utilized for the BIM, including related access, permissions, protocols, etc.
6. Preparation, assembly, and facilitation of the use of the Design Intent Model for design meetings, coordination meetings, and deliverables.
7. Proper classification of all spaces, equipment, and components within the Design Intent Model and As-Built BIM Model.
8. Schedule, coordinate, and facilitate BIM technical meetings.
9. Facilitation of the use of trade models for the purpose of trade coordination and clash detection (when available or provided by trade contractors).
10. Determine the project BIM geo-reference point(s), and ensure that the models from all design disciplines are properly referenced and coordinated with the geo-reference point(s). The Design Intent Model shall be geolocated, follow the State Plane Coordinate system, and have established BIM Shared Coordinates derived from existing control monuments found in the Tampa International Airport Geodetic Control Map.
11. Serve as the interface between the Contractor and Owner for BIM data and file transfers.
12. Ensuring that the BIM design deliverables comply with Contract requirements.
13. Ensuring that the 2D Project drawings and Project specifications produced for bidding and construction purposes are properly derived from and adequately represent the information contained within the Design Intent Model and As-Built BIM Model.
14. Integration and/or coordination of the construction schedule with the BIM.
15. Updating the Design Intent Model and As-Built BIM Model for design changes that occur after construction has commenced.
16. Coordination with subcontractor fabrication modelers as may be required for procurement and construction activities.
17. Developing the final As-Built BIM Model.

1.04 PROJECT REQUIREMENTS

A. Visualization Requirements: The Design Intent Model will be utilized to aid in visualizing and understanding the design during the early phases of the project.

B. Sustainability/Documentation: When applicable, sustainability data will be incorporated in the As-Built BIM Model.

C. Asset Management/Documentation: When applicable, asset data will be incorporated in the As-Built BIM Model.

D. Coordination/Clash Detection: The Contractor will utilize AutoDesk Revit Architecture, Revit Structure, Revit MEP, and Navisworks Manage to coordinate design disciplines and perform clash detection analyses.

E. Operations and Maintenance Integration: The Contractor will incorporate Revit models and associated data of exterior envelope elements, fixtures/equipment or any other element of sufficient quality and accuracy where available from the manufacturer.

1.05 BIM SOFTWARE AND INFORMATION EXCHANGE

A. Design Tools: The Contractor will develop the design using the latest versions of Autodesk "Revit Architecture" for Architectural content, Autodesk "Revit Structure" for structural content, and Autodesk "Revit MEP" for Mechanical, Electrical, Plumbing, Fire Protection, and Telecom/Technology content. Any deviations shall require approval from the Owner. The Contractor will not change software versions during the project without approval from the Owner.

B. Information Exchange: The Contractor will use an electronic share platform as a means of sharing and storing BIM data.

C. Owner's Use of Models: The Owner will have unlimited use of all BIM Models produced for the Project.

1.06 COORDINATION GUIDELINES

A. Constructability Reviews:

1. The Design Intent Model will be utilized for the purpose of constructability reviews. Use of the Design Intent Model for constructability review shall not be considered as in kind replacement for reviewing the traditional printed 2D line drawing documents but as a supplementary effort to improve the review process.

2. At each design phase, the model maturity shall be developed to the extent that it will generate the drawing document deliverables with the content, level of detail, and format as required by the BIM Project Execution Plan. The resulting output, depicted in traditional two-dimensional drawing format with drawing sheets organized by discipline, dimensioned and detailed, shall serve as validation of the accuracy and completeness contained within the building information model(s).

B. Resolution of Interferences: The Contractor shall participate in the coordination meetings as necessary to timely resolve design conflicts and/or coordination issues. Design changes made during this process shall be properly documented by the Contractor and the Design Intent Model shall be updated as necessary.

C. Navisworks Requirements: Navisworks files will be created at all critical coordination milestones. This record format will document a coordinated section of the Design Intent

Model, either by area of the building or between specific critical trades. The collision report showing all applicable collisions as either approved or resolved along with the Navisworks file will be uploaded together to the project collaboration system. A text or HTML document will also be uploaded which describes and references the approved coordination NWD File with respect to what has and has not been coordinated. Publish reports in a standard XML, HTML, or text format as created by Navisworks and agreed upon by the Contractor. Navisworks Reports will include the following information at a minimum:

1. Description of collision report.
2. Date of collision report run.
3. List of all collisions detected in the Design Intent Model, their status, and the proposed solution to resolve the conflicts.
4. Graphical representation of the model geometry corresponding to each collision detected in the Design Intent Model.

1.07 PROJECT DELIVERABLE REQUIREMENTS

A. 30 Days after NTP

1. BIM Project Execution Plan.

B. Interim Design Submittals

1. Design Intent Model with Project and site Data.
2. Computer Aided Design (CAD) format files from the Design Intent Model.
3. Two dimensional drawing deliverables printed directly from the Design Intent Model in (individual and combined) PDF format.
4. A three dimensional interactive review format of the Design Intent Model in the latest version of Autodesk Navisworks.
5. A report generated from the Design Intent Model of all assets and attributes
6. A report verifying the accuracy of the delivered model elements and asset attributes
7. A clash detection report including resolution to the clash detected.
8. A list of all submitted files. The list will include a description, directory, and file name for each file submitted. Identify files that have been produced from the submitted Design Intent Model and facility attribute data.
9. Other Deliverables specified in the BIM Project Execution Plan.

C. 100% Design Submittal.

1. Design Intent Model including facility and site data.
2. Computer Aided Design (CAD) format files from the Design Intent Model.
3. Two dimensional drawing deliverables printed directly from the Design Intent Model in (individual and combined) PDF format.
4. A three dimensional interactive review format of the Design Intent Model in the latest version of Autodesk Navisworks.
5. A report generated from the Design Intent Model of all assets and attributes.

6. A report verifying the accuracy of the delivered model elements and asset attributes.
7. A clash detection report including resolution to the clash detected. A list of all submitted files. The list will include a description, directory, and file name for each file submitted. Identify files that have been produced from the submitted Design Intent Model and facility attribute data.
8. Other Deliverables specified in the BIM Project Execution Plan.

D. Final As-Built BIM and CAD Data Submittal.

1. Final As-Built BIM Model including all Request For Information (RFI), Architect Supplemental Instructions (ASI), and Change Orders (CO) for clear interpretations for all disciplines The Final As-Built BIM Model is intended to contain all views, legends, schedules, sheets, families and groups necessary for the documentation of the project.
2. Final Record Design Model including all Request For Information (RFI), Architect Supplemental Instructions (ASI), and Change Order (CO) for all disciplines. The Final Record Design Model is intended to reflect as-built conditions but not contain all of the documentation associated with the project.
3. Computer Aided Design (CAD) format files from the Final As-Built BIM Model.
4. Two dimensional drawing deliverables printed directly from the As-Built BIM Model in (Individual and Combined) PDF format.
5. A three dimensional interactive review format of the Final As-Built BIM Model in the latest version of Autodesk Navisworks.
6. A report generated from the Final As-Built BIM Model of all assets and attributes.
7. A report verifying the accuracy of the delivered model elements and asset attributes.
8. Other Deliverables specified in the BIM Project Execution Plan.
9. A list of all submitted files. The list will include a description, directory, and file name for each file submitted. Identify files that have been produced from the submitted As-Built BIM Model and Facility Attribute Data. The BIM Project Execution Plan will define additional intermediate deliverables for the project.

1.08 PROJECT CLOSE OUT

A. <u>Documentation Methodology:</u>

1. During the construction process, the Contractor will incorporate changes triggered by requests for information (RFIs), Supplemental Instructions, and Change Orders into the Architectural, Structural, and MEP design models.

2. At specified periods during the construction process, the Contractor will document in their copy of the Revit BIM model(s), 3D Coordinated Navisworks model(s), or on “red-line” drawings, all changes generated from shop drawings, coordination drawings, and field changes. Optionally, the completed form of the in-place construction may also be verified at these specified dates using laser scanning. The construction team will incorporate all changes as well as as-built model information differing from the basis of design included in the original

construction documents. The finished model shall be reviewed for accuracy and completeness by the Contractor and Owner prior to finalization.

B. Final As-Built BIM Model: Contractor will provide an As-Built BIM model including but not limited to all Architectural Systems, Engineering Systems, structural framing, partition systems with structure, flooring systems, partition systems with bulkheads, partition systems with expansion control, vertical transportation systems, specialty equipment, millwork and casework systems, horizontal ceiling systems with access openings, all finishes information, bulkheads, partitions, exterior skin systems with window openings, structure, roof edge conditions, parapets, roof penetrations, and equipment locations HVAC systems, piping, sewerage and/or conduit systems, HVAC duct runs, fire protection, lighting, power and data outlets, electrical conduits, ceiling grids layouts, audio visual, security and communication distribution systems (cable trays, etc.)

C. Operations and Maintenance Documentation: Contractor will provide an As-Built BIM Model of exterior envelope and interior elements, fixtures and equipment of sufficient quality and accuracy as is available from the manufacturer. Asset information collected during the design and construction process shall be included.

1.09 WARRANTIES

A. By approving and submitting the As-Built BIM Model to the Owner, the Contractor thereby represents that the Contractor has determined and verified all dimensions, quantities, relations to existing work, coordination with work, Product Data, and verification of compliance with contractual requirements. The accuracy of all such information is the responsibility of the Contractor. The Owner will be entitled to rely upon the Contractor's representation that such information in the As-Built BIM Model is correct and accurate.

END OF SECTION

SECTION 01370 - SCHEDULE OF VALUES

PART 1 - GENERAL

1.01 DESCRIPTION

A. This Section includes requirements for preparation and submission of "Schedule of Values."

B. Related work specified elsewhere:

1. SCHEDULES, PHASING: Section 01315.

2. SHOP DRAWINGS, PRODUCT DATA AND SAMPLES: Section 01340.

3. PRODUCTS AND SUBSTITUTIONS: Section 01605.

C. Time Coordination: In coordination of initial submittals and other administrative start-up activities, the Contractor shall submit Schedule of Values to the Owner at earliest feasible date, but in no case later than 14 days before initial payment request is to be submitted.

D. Upon request by the Owner, the Contractor shall support values given with data that will substantiate their correctness.

E. The Contractor shall use Schedule of Values only as a basis for the Contractor's Applications for Payment.

1.02 FORM OF SUBMITTAL

A. The Contractor shall submit the Schedule of Values using a modified AIA Document G-703 "Continuation Sheet". Modifications to the Template Microsoft Excel Schedule of Values will be required per Owner's direction. The basic format structure for the Schedule of Values will be governed by the following elements. Changes or clarification to the format will be at the sole approval of the Owner.

1. No negative line items without Owner approval.
2. Should a negative line item be allowed, it shall be billed out 100% during the first month that the negative line item appears.
3. Any approved negative line items shall have all retainage dropped to 0% by the second pay application following the initial item appearing on the Schedule of Values.
4. Schedule of Values shall be crafted using Excel. Monthly adjustments shall be made using a tracking mechanism. This tracking mechanism will be dictated by the Owner.
5. Each Schedule of Values line item must be specific to one subcontractor once bought out.
6. Once the SOV has been established, the Contractor may not add additional line items to the Schedule of Values without Owner approval unless new work is add by Owner Change Order or by Work Order.
7. Changes to existing work shall not have a new line added to the Schedule of

Values but shall be adjusted using a tracking method approved by the owner.

8. A column will be added to track funding source if required by Owner.
9. Columns will be included to track status of retainage and release of retainage.

1.03 PREPARING SCHEDULE OF VALUES

A. The Contractor shall prepare Schedule of Values in coordination with preparation of Progress Schedule.

B. The Contractor shall provide a breakdown of the Contract Sum in sufficient detail to facilitate continued evaluation of payment requests and progress reports. The Contractor shall breakdown principal separate Contract amounts based on the Work Break Down Structure approved through the Baseline schedule review process.

C. The Contractor shall submit copies of Schedule of Values to the Owner through the Owner's management software.

D. Listing: The Contractor shall arrange Schedule with columns to indicate generic name of item; related Specifications Sections; subcontractor, supplier, manufacturer, or fabricator; change orders which have affected value; dollar value of item; and percentage of Contract Sum to nearest 1/100% and adjusted to total 100%.

E. Margins of Cost:

1. Major cost items which are not directly cost of actual work-in-place, such as distinct temporary facilities, shall be either shown as line items in Schedule of Values as General Conditions or General Requirements.

F. The Contractor shall itemize separate line item cost for Work required by each Section of this Specification including conditions of the Contract.

G. For each line item, the installed value should not exceed more than $20,000.00, this value can be raised as needed with Owner approval.

H. The Contractor shall make sum of total costs of all items listed in schedule equal to total Contract Sum.

1.04 REVIEW AND RESUBMITTAL

A. After review by the Owner and Design Professional, revise and re-submit Schedule (and Schedule of Material Value) as required.

B. The Contractor shall re-submit revised schedule in same manner.

C. Schedule Updating: The Contractor shall update and resubmit the Schedule of Values when Change Orders affect the listing and when actual performance of Work involves necessary changes of substance to values previously listed.

PART 2 – PRODUCTS

Not used.

PART 3 – EXECUTION

Not used.

END OF SECTION

SECTION 01390 - CONTROL OF WORK

PART 1 - GENERAL

1.01 AUTHORITY OF THE OWNER

The Owner has final authority regarding the interpretation of the Contract Documents. The Owner shall determine acceptability of the quality of materials furnished, method of performance of Work performed, and the manner and rate of performance of the Work. The Owner will decide all questions which may arise as to the interpretation of the Contract Documents relating to the Work, the fulfillment of the Contract on the part of the Contractor, and the rights of different Contractors on the Project. The Owner will determine the amount and quality of the several kinds of work performed and materials furnished which are to be paid for the under the Contract. The Owner does not have the authority to accept work that does not conform to the Contract Documents.

1.02 CONFORMITY WITH DRAWINGS AND SPECIFICATIONS

A. All Work and all materials furnished will be in reasonably close conformity with the lines, grades, grading sections, cross sections, dimensions, material requirements, and testing requirements that are specified, including specified tolerances, in the Contract Documents.

B. If the Owner finds the materials furnished, Work performed, or the finished product not within reasonably close conformity with the Contract Documents but that the portion of the Work affected will, in Owner’s opinion, result in a finished product having a level of safety, economy, durability, and workmanship acceptable to the Owner, the affected Work may be accepted and remain in place at the Owner’s sole discretion. In this event, the Owner will document its determination and provide for an adjustment in the Contract Sum for the affected portion of the Work. The Owner's determination and Contract Sum adjustments will be based on good engineering judgment and such tests or retests of the affected Work as are, in Owner’s opinion, needed. Such determinations and changes in the Contract Sum will be covered by Contract modifications as applicable.

C. If the Owner finds the materials furnished, Work performed, or the finished product are not in reasonably close conformity with the Contract Documents and have resulted in an unacceptable finished product, the affected Work or materials will be removed and replaced or otherwise corrected by, and at the expense of, the Contractor in accordance with the Owner's written orders.

D. For the purpose of this section, the term "reasonably close conformity" will not be construed as waiving the Contractor's responsibility to complete the Work in accordance with the Contract Documents. The term will not be construed as waiving the Owner's right to insist on strict compliance with the Contract Documents during the Contractor's prosecution of the Work, when, in the Owner's opinion, such compliance is essential to provide an acceptable finished portion of the Work.

E. For the purpose of this section, the term "reasonably close conformity" is also intended to provide the Owner with the authority, after consultation with the FAA (if required), to use good architectural and engineering judgment in the Owner’s determinations as to

issue Contract Modifications for Work that is not in strict conformity with the original Contract Document but will provide a finished product equal to or better than that intended by the requirements of the original Contract Documents.

F. The Owner will not be responsible for the Contractor's means, methods, techniques, sequences or procedures of construction or the safety precautions incident thereto.

1.03 COORDINATION OF CONTRACT DOCUMENTS

A. The Contract Documents, and all referenced standards cited are essential parts of the Contract requirements. If electronic files are provided and used on the Project and there is a conflict between the electronic files and hard copy plans, the hard copy plans shall govern. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete Work. In case of discrepancy, the Contractor must bring the discrepancy to the Owner's attention. In general, calculated dimensions govern over scaled dimensions; Contract technical specifications govern over Contract general provisions, plans, cited standards for materials or testing, and cited advisory circulars or Directives (ACs); Contract general provisions govern over plans, cited standards for materials or testing, and cited ACs; plans govern over cited standards for materials or testing and cited ACs. If any paragraphs contained in the Special Provisions conflict with General Provisions or Technical Specifications, the Special Provisions govern. Notwithstanding the forgoing paragraph, Owner reserves the right to interpret any contractual discrepancies in its sole discretion.

B. From time to time, discrepancies within cited testing standards occur due to the timing of the change, edits, and/or replacement of the standards. If the Contractor discovers any apparent discrepancy within standard test methods, the Contractor shall immediately ask the Owner for an interpretation and decision, and such decision shall be final.

C. The Contractor shall not take advantage of any apparent error or omission on the plans or specifications. In the event the Contractor discovers any apparent error or discrepancy, Contractor shall immediately notify the Owner or the designated representative in writing requesting their written interpretation and decision.

D. Any table, gradation, size, dimension, rate, mix, method, nomenclature, pay item number, basis of payment or method of measurement shown on the Drawings, which is in variance with the Standard Specifications, will be considered an amendment or supplement to the applicable Specification.

1.04 DESIGN PROFESSIONAL'S DRAWINGS

A. The Drawings furnished by the Design Professional consist of general drawings showing such details as are necessary to give a comprehensive idea of the Work. Roadway Drawings will show, in general, alignment, profile grades, typical cross sections and general cross sections. Structure Drawings, in general, will show in detail all dimensions of the Work contemplated.

B. When the Structure Drawings do not show dimensions in detail, they will show general features and such details as necessary to give a comprehensive idea of the structure.

C. Not all conflicts are known within the Project area. Not all conflicts are shown on the Drawings. The Contractor is solely responsible for the location and protection of all equipment and facilities which are to remain in service and in place during and after all Project Work.

D. No changes (additions, deletions, or substitutions) to the drawings or specifications shall occur without the express written approval of the Owner.

1.05 FIELD NOTES

Adequate field notes and records will be kept as layout work is accomplished. These field notes and records will be available for review by the Owner and Design Professional as the Work progresses and copies will be furnished to the Owner and Design Professional at the time of completion of the Project. An inspection or checking of the Contractor's field notes or layout work by the Owner or Design Professional, and the acceptance of all or any part thereof will not relieve the Contractor of its responsibility to achieve the lines, grades, and dimensions shown in the Drawings and Specifications.

1.06 AUTHORITY AND DUTIES OF INSPECTORS

A. Inspectors employed by the Owner will be authorized to inspect all Work done and all materials furnished. Such inspection may extend to all or any part of the Work and to the preparation, fabrication, or manufacture of the materials to be used. Inspectors are not authorized to revoke, alter, or waive any provision of the Contract. Inspectors are not authorized to issue instructions contrary to the Drawings and Specifications or to act as foreman for the Contractor.

B. Inspectors employed by the Owner are authorized to notify the Contractor or their representatives of any failure of the Work or materials to conform to the requirements of the Contract, Drawings, or Specifications and to reject such nonconforming materials until such issues can be referred to the Design Professional for recommendation and Owner’s approval.

C. Inspectors have the authority to immediately suspend the Work upon observation of any condition that could adversely impact or interfere with the safety or protection of persons or property.

1.07 INSPECTION OF THE WORK

A. All materials and each part or detail of the Work will be subject to inspection by the Owner or Design Professional. The Owner or Design Professional will be allowed access to all parts of the Work and will be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection. Required assistance from the Contractor might include use of qualified personnel and equipment to gain access to the area, safety or personal protection equipment, and other resources to provide safe egress to and from the area to be inspected.

B. If the Owner or Design Professional requests it, the Contractor, at any time before acceptance of the Work, will remove or uncover such portions of the finished Work as

may be directed. After examination, the Contractor will restore said portions of the Work to the standard required by the Specifications. Should the Work thus exposed or examined prove acceptable, the uncovering or removing and the replacing of the covering or making good of the parts removed will be paid for as extra work. Should the Work so exposed or examined prove unacceptable, the uncovering or removing and the replacing of the covering or making good of the parts removed will be at the Contractor's expense.

C. Provide advance written notice to the Owner of Work the Contractor plans to perform each week and each day. Any Work done or materials used without written notice and allowing opportunity for inspection by the Owner may be ordered removed and replaced at the Contractor's expense.

D. Should the Contract Work include relocation, adjustment, or any other modification to existing facilities not the property of the Owner, authorized representatives of the owners of such facilities will have the right to inspect such Work. Such inspection will in no way make any facility owner a party to the Contract and will in no way interfere with the rights of the parties to this Contract. Inspection and/or approval of the Work or any portion thereof will not relieve the Contractor of responsibility for faulty materials or workmanship.

1.08 REMOVAL OF UNACCEPTABLE AND UNAUTHORIZED WORK

A. All Work which does not conform to the requirements of the Contract Documents will be considered unacceptable, unless otherwise determined acceptable by the Owner as provided in Item 1.02 CONFORMITY WITH DRAWINGS AND SPECIFICATIONS of this Section.

B. Unacceptable Work, whether the result of poor workmanship, use of defective materials, damage through carelessness, or any other cause found to exist prior to the Final Completion of the Work, will be removed immediately and replaced in an acceptable manner in accordance with the provisions of Section 00700, GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, PART 11, UNCOVERING AND CORRECTION OF WORK.

C. No removal Work made under provision of this paragraph shall be done without lines and grades having been established by the Owner. Work done contrary to the instructions of the Owner, work done beyond the lines shown on the Drawings or as given, except as herein specified, or any extra work done without authority, will be considered as unauthorized and will not be paid for under the provisions of the Contract. Work so done may be ordered removed or replaced at the Contractor's expense.

D. Upon failure on the part of the Contractor to comply with any order of the Owner made under the provisions of this Section, the Owner will have authority to cause unacceptable work to be remedied or removed and replaced and unauthorized work to be removed and to deduct the costs (incurred by the Owner) from any monies due or to become due the Contractor.

1.09 MAINTENANCE DURING CONSTRUCTION

The Contractor shall maintain the Work during construction and until the Work is accepted.

Maintenance shall constitute continuous and effective work prosecuted day by day, with adequate equipment and forces so that the work is maintained in satisfactory condition at all times.

In the case of a contract for the placing of a course upon a course or subgrade previously constructed, the Contractor shall maintain the previous course or subgrade during all construction operations.

All costs of maintenance work during construction and before the Project is accepted shall be included in the unit prices bid on the various contract items, and the Contractor will not be paid an additional amount for such Work.

1.10 FAILURE TO MAINTAIN THE WORK

A. Should the Contractor at any time fail to maintain the Work as provided in Item 1.09 MAINTENANCE DURING CONSTRUCTION of this Section, the Owner or Design Professional will immediately notify the Contractor of such noncompliance. Such notification will specify a reasonable time within which the Contractor will be required to remedy such unsatisfactory maintenance condition. The time specified will give due consideration to the exigency that exists.

B. Should the Contractor fail to respond to the Owner's or Design Professional's notification, the Owner may suspend any work necessary for the Owner to correct such unsatisfactory maintenance condition, depending on the exigency that exists. Any maintenance cost incurred by the Owner will be deducted from monies due or to become due the Contractor.

PART 2 – PRODUCTS

Not used.

PART 3 – EXECUTION

Not used.

END OF SECTION

SECTION 01400 - CONTRACTOR QUALITY CONTROL SERVICES

PART 1 – GENERAL

1.01 GENERAL

A. The Contractor will establish, provide, and maintain an effective Quality Control Program that details the methods and procedures that will be taken to assure that all materials and completed construction required by this Contract conform to Contract Plans, Technical Specifications, and other requirements, whether manufactured by the Contractor or procured from subcontractors or vendors. Although guidelines are established and certain minimum requirements are specified herein and elsewhere in the Contract Technical Specifications, the Contractor will assume full responsibility for accomplishing the stated purpose.

B. The intent of this Section is to enable the Contractor to establish a necessary level of control that will:

1. Adequately provide for the production of acceptable quality materials.

2. Provide sufficient information to assure both the Contractor and the Design Professional that the Specification requirements can be met.

3. Allow the Contractor as much latitude as possible to develop his or her own standard of control.

C. The Contractor will be prepared to discuss and present, at the Preconstruction conference, its understanding of the Quality Control requirements. The Contractor will not begin any construction or production of materials to be incorporated into the completed Work until the Quality Control Program has been reviewed by the Design Professional. No partial payment will be made for materials subject to specific Quality Control requirements until the Quality Control Program has been reviewed.

D. The Quality Control requirements contained in this Section and elsewhere in the Contract Technical Specifications are in addition to and separate from the acceptance testing requirements. Acceptance testing requirements are the responsibility of the Design Professional.

1.02 DESCRIPTION OF PROGRAM

A. General Description. The Contractor will establish a Quality Control Program to perform inspection and testing of all items of Work required by the Technical Specifications, including those performed by subcontractors. This Quality Control Program will ensure conformance to applicable Specifications and plans with respect to materials, workmanship, construction, finish, and functional performance. The Quality Control Program will be effective for control of all construction work performed under this Contract and will specifically include surveillance and tests required by the Technical Specifications, in addition to other requirements of this Section and any other activities deemed necessary by the Contractor to establish an effective level of Quality Control.

B. Quality Control Program. The Contractor will describe the Quality Control Program in a

written document that will be reviewed by the Design Professional prior to the start of any production, construction, or off-site fabrication. The written Quality Control Program will be submitted to the Design Professional for review at least five days before the start of Work.

C. The Quality Control Program will be organized to address, at a minimum, the following items:

1. Quality Control Organization;

2. Project Progress Schedule;

3. Submittals Schedule;

4. Inspection Requirements;

5. Quality Control Testing Plan;

6. Documentation of Quality Control Activities; and

7. Requirements for corrective action when Quality Control and/or acceptance criteria are not met.

D. The Contractor is encouraged to add any additional elements to the Quality Control Program that it deems necessary to adequately control all production and/or construction processes required by the Contract.

E. Source of Supply and Quality Requirements: The materials used on the Work will conform to the requirements of the Contract Documents. Unless otherwise specified, such materials that are manufactured or processed will be new (as compared to used or reprocessed). Modifications to existing materials will be done in accordance with manufacturer's recommendations and/or the drawings.

1. In order to expedite the inspection and testing of materials, the Contractor will furnish complete statements to the Design Professional as to the origin, composition, and manufacture of all materials to be used in the Work. Such statements will be furnished promptly after execution of the Contract but, in all cases, prior to delivery of such materials.

2. At the Design Professional's option, materials may be approved at the source of supply before delivery is stated. If it is found after trial that sources of supply for previously approved materials do not produce specified products, the Contractor will furnish materials from other sources.

3. In addition, where an FAA Specification for airport lighting equipment is cited in the plans or Specifications, the Contractor will furnish such equipment that is:

a. Listed in FAA Advisory Circular (AC) 150/5345-1, Approved Airport Equipment, that is in effect on the date of advertisement; and

b. Produced by the manufacturer qualified (by FAA) to produce such specified

and listed equipment. (crossed-referenced in both Sections 01400)

1.03 QUALITY CONTROL ORGANIZATION

A. The Contractor Quality Control Program will be implemented by the establishment of a separate Quality Control Organization. An organizational chart will be developed to show all Quality Control personnel and how these personnel integrate with other management/production and construction functions and personnel.

B. The organizational chart will identify all Quality Control staff by name and function and will indicate the total staff required to implement all elements of the Quality Control Program, including inspection and testing for each item of Work. If necessary, different technicians can be utilized for specific inspection and testing functions for different items of Work. If an outside organization or independent testing laboratory is used for implementation of all or part of the Quality Control Program, the personnel assigned will be subject to the qualification requirements contained herein. The organizational chart will indicate which personnel are Contractor employees and which are provided by an outside organization.

C. The Quality Control Organization will consist of the following minimum personnel:

1. Program Administrator. The Program Administrator will be a full-time employee of the Contractor, or a consultant engaged by the Contractor, dedicated full time to the Project. The Program Administrator will have a minimum of five years of experience in airport and/or highway construction and will have had prior quality control experience on a project of comparable size and scope as the Contract.

a. Additional qualifications for the Program Administrator will include at least one of the following requirements:

(1) Professional engineer with one year of airport paving experience acceptable to the Design Professional.

(2) Engineer-in-training with two years of airport paving experience acceptable to the Design Professional.

(3) Three years of highway and/or airport paving experience acceptable to the Design Professional, with a Bachelor of Science Degree in Civil Engineering, Civil Engineering Technology or Construction.

(4) Construction materials technician certified at Level III by the National Institute for Certification in Engineering Technologies (NICET).

(5) Highway materials technician certified at Level III by NICET.

(6) Highway construction technician certified at Level III by NICET.

(7) NICET certified engineering technician in Civil Engineering Technology with five years of highway and/or airport paving experience acceptable to the Design Professional.

b. The Program Administrator will have full authority to institute any and all actions necessary for the successful implementation of the Quality Control Program to ensure compliance with the Contract plans and Technical Specifications. The Program Administrator will report directly to a responsible officer of the Contractor. The Program Administrator may supervise the Quality Control Program on more than one project provided that he/she can be at the job site within two hours after being notified of a problem.

2. Quality Control Technicians. A sufficient number of Quality Control Technicians necessary to adequately implement the Quality Control Program will be provided. These personnel will be either engineers, engineering technicians, or experienced craftsman with qualifications in the appropriate field equivalent to NICET Level II or higher construction materials technician or highway construction technician and will have a minimum of two years of experience in their area of expertise.

The Quality Control Technicians will report directly to the Program Administrator and will perform the following functions:

a. Inspection of all materials, construction, plant, and equipment for conformance to the Technical Specifications.

b. Performance of all quality control tests as required by the Technical Specifications.

c. Certification at an equivalent level, by a state or nationally recognized organization, will be acceptable in lieu of NICET certification.

3. Staffing Levels. The Contractor will provide sufficient qualified quality control personnel to monitor each Work activity at all times. Where material is being produced in a plant for incorporation into the Work, separate plant and field technicians will be provided at each plant and field placement location. The scheduling and coordinating of all inspections and testing must match the type and pace of Work activity. The Quality Control Program will state where different technicians will be required for different Work elements.

1.04 PROJECT PROGRESS SCHEDULE

A. The Contractor will submit a coordinated construction schedule for all work activities. The schedule will be prepared as a network diagram in Critical Path Method (CPM), PERT, or other format, or as otherwise specified in the Contract. At a minimum, the schedule will provide information on the sequence of Work activities, milestone dates, and activity duration.

B. The Contractor will maintain the work schedule and provide an update and analysis of the progress schedule on a twice monthly basis, or as otherwise specified in the Contract. Submission of the work schedule will not relieve the Contractor of overall responsibility for scheduling, sequencing, and coordinating all Work to comply with the requirements of the Contract.

1.05 SUBMITTALS SCHEDULE

The Contractor will submit a detailed listing of all submittals (e.g., mix designs, material certifications) and Shop Drawings required by the Technical Specifications. The listing can be developed in a spreadsheet format and will include:

1. Specification item number;
2. Item description;
3. Description of submittal;
4. Specification paragraph requiring submittal; and
5. Scheduled date of submittal.

1.06 INSPECTION REQUIREMENTS

A. Quality control inspection functions will be organized to provide inspections for all definable features of Work, as detailed below. All inspections will be documented by the Contractor as specified by Section 1.07.

B. Inspections will be performed daily to ensure continuing compliance with Contract requirements until completion of the particular feature of Work. These will include the following minimum requirements:

1. During plant operation for material production, quality control test results and periodic inspections will be utilized to ensure the quality of aggregates and other mix components, and to adjust and control mix proportioning to meet the approved mix design and other requirements of the Technical Specifications. All equipment utilized in proportioning and mixing will be inspected to ensure its proper operating condition. The Quality Control Program will detail how these and other Quality Control functions will be accomplished and utilized.

2. During field operations, Quality Control test results and periodic inspections will be utilized to ensure the quality of all materials and workmanship. All equipment utilized in placing, finishing, and compacting will be inspected to ensure its proper operating condition and to ensure that all such operations are in conformance to the Technical Specifications and are within the plan dimensions, lines, grades, and tolerances specified. The Program will document how these and other quality control functions will be accomplished and utilized.

1.07 QUALITY CONTROL TESTING PLAN

A. As a part of the overall Quality Control Program, the Contractor will implement a Quality Control Testing Plan, as required by the Technical Specifications. The testing plan will include the minimum tests and test frequencies required by each Technical Specification item, as well as any additional quality control tests that the Contractor deems necessary to adequately control production and/or construction processes. The Testing Plan can be developed in a spreadsheet fashion and will, at a minimum, include the following:

1. Specification item number (e.g., P-401);
2. Item description (e.g., Plant Mix Bituminous Pavements);
3. Test type (e.g., gradation, grade, asphalt content);

4. Test standard (e.g., ASTM or AASHTO test number, as applicable);
5. Test frequency (e.g., as required by technical specifications or minimum frequency when requirements are not stated);
6. Responsibility (e.g., plant technician); and
7. Control requirements (e.g., target, permissible deviations).

B. The Testing Plan will contain a statistically-based procedure of random sampling for acquiring test samples in accordance with ASTM D 3665. The Engineer will be provided the opportunity to witness quality control sampling and testing.

C. All Quality Control Test results will be documented by the Contractor as required by Section 1.08.

D. The Tests and Inspections plan register will be imported.

1.08 DOCUMENTATION

A. The Contractor will maintain current quality control records of all inspections and tests performed. These records will include factual evidence that the required inspections or tests have been performed, including type and number of inspections or tests involved; results of inspections or tests; nature of defects, deviations, causes for rejection, etc.; proposed remedial action; and corrective actions taken.

B. These records must cover both conforming and defective or deficient features and must include a statement that all supplies and materials incorporated in the Work are in full compliance with the terms of the Contract. Legible copies of these records will be furnished to the Design Professional daily. The records will cover all work placed subsequent to the previously furnished records and will be verified and signed by the Contractor's Program Administrator.

C. Specific Contractor quality control records required for the Contract will include, but are not necessarily limited to, the following records:

1. Daily Inspection Reports. Each Contractor Quality Control Technician will maintain a daily log of all inspections performed for both Contractor and Subcontractor operations on a form acceptable to the Design Professional. All Contractor Daily Reports will be submitted through the Owner's Project Management Information Software (PMIS) according to the Owner's process. These technician's daily reports will provide factual evidence that continuous quality control inspections have been performed and will, at a minimum, include the following:

   (a) Technical Specification item number and description;
   (b) Compliance with approved submittals;
   (c) Proper storage of materials and equipment;
   (d) Proper operation of all equipment;
   (e) Adherence to Plans and Technical Specifications;
   (f) Review of Quality Control Tests; and
   (g) Safety inspection.

D. The daily inspection reports will identify inspections conducted, results of inspections, location and nature of defects found, causes for rejection, and remedial or corrective actions taken or proposed.

E. The daily inspection reports will be signed by the responsible Quality Control Technician and the Program Administrator. The Design Professional will be provided at least one copy of each daily inspection report on the work day following the day of record.

1. Daily Test Reports. The Contractor will be responsible for establishing a system that will record all Quality Control Test results. Daily test reports will document the following information:

(a) Technical Specification item number and description;
(b) Test designation;
(c) Location;
(d) Date of test;
(e) Control requirements;
(f) Test results;
(g) Causes for rejection;
(h) Recommended remedial actions; and
(i) Retests.

F. Test results from each day's work period will be submitted to the Design Professional prior to the start of the next day's work period. When required by the Technical Specifications, the Contractor will maintain statistical quality control charts. The daily test reports will be signed by the responsible Quality Control Technician and the Program Administrator.

1.09 CORRECTIVE ACTION REQUIREMENTS

A. The Quality Control Program will indicate the appropriate action to be taken when a process is deemed, or is believed to be, out of control (out of tolerance) and detail what action will be taken to bring the process into control. The requirements for corrective action will include both general requirements for operation of the Quality Control Program as a whole, and for individual items of Work contained in the Technical Specifications.

B. The Quality Control Program will detail how the results of Quality Control Inspections and Tests will be used for determining the need for corrective action and will contain clear sets of rules to gauge when a process is out of control and the type of correction to be taken to regain process control.

C. When applicable or required by the Technical Specifications, the Contractor will establish and utilize statistical quality control charts for individual quality control tests. The requirements for corrective action will be linked to the control charts.

1.10 SURVEILLANCE BY THE DESIGN PROFESSIONAL

A. All items of material and equipment will be subject to surveillance by the Design Professional at the point of production, manufacture or shipment to determine if the Contractor, producer, manufacturer or shipper maintains an adequate Quality Control System in conformance with the requirements detailed herein and the applicable Technical Specifications and Plans. In addition, all items of materials, equipment and work in place will be subject to surveillance by the Design Professional at the site for the same purpose.

B. Surveillance by the Design Professional does not relieve the Contractor of performing Quality Control Inspections of either on-site or off-site Contractor's or Subcontractor's work.

1.11 NONCOMPLIANCE

A. The Design Professional will notify the Contractor of any noncompliance with any of the foregoing requirements. The Contractor will, after receipt of such notice, immediately take corrective action. Any notice, when delivered by the Design Professional or its authorized representative to the Contractor or its authorized representative, at the site of the Work, will be considered sufficient notice.

B. In cases where Quality Control activities do not comply with either the Contractor Quality Control Program or the Contract, or where the Contractor fails to properly operate and maintain an effective Quality Control Program, as determined by the Design Professional, the Design Professional may:

(1) Order the Contractor to replace ineffective or unqualified Quality Control personnel or subcontractors.

(2) Order the Contractor to stop operations until appropriate corrective actions are taken.

PART 2 - NUCLEAR GAUGES

2.01 TESTING

A. When the Specifications provide for nuclear gauge acceptance testing of material for Items P-152, P-154, P-208, and P-209, the testing will be performed in accordance with this Section. At each sampling location, the field density will be determined in accordance with ASTM D 6938 using the Direct Transmission Method. The nuclear gauge will be calibrated in accordance with ASTM D 6938. Calibration and operation of the gauge will be in accordance with the requirements of the manufacturer. The operator of the nuclear gauge must show evidence of training and experience in the use of the instrument. The gauge must be standardized daily in accordance with ASTM standards.

B. When using the nuclear method, ASTM 6938 shall be used to determine the moisture content of the material. The calibration curve furnished with the nuclear gauges shall be checked in accordance with ASTM standards. The calibration checks shall be made at the beginning of a job and at regular daily intervals.

C. The material will be accepted on a Lot basis. Each Lot will be divided into eight sublots when ASTM D 6938 is used.

2.02. PERCENTAGE OF MATERIAL WITHIN SPECIFICATION LIMIT (PWL)

A. When PWL concepts are incorporated, compaction will continue until a PWL of 90% or more is achieved using the lower specification tolerance limits (L) below.

B. The percentage of material within specification limits (PWL) will be determined in accordance with the procedures specified in Section 1405 of the General Requirements.

C. The lower specification tolerance limit (L) for density will be:

Specification Item Number	Specification Tolerance (L) for Density, (percent of laboratory maximum)	
Item P-152	90.5 for cohesive material;	95.5 for non-cohesive
Item P-154	95.5	
Item P-208	97.0	
Item P-209	97.0	

D. If the PWL is less than 90 percent, the lot will be reworked and recompacted by the Contractor at the Contractor's expense. After reworking and recompaction, the lot will be resampled and retested. Retest results for the lot will be reevaluated for acceptance. This procedure will continue until the PWL is 90% or greater.

2.03 VERIFICATION TESTING (For Items P-152 and P-154 only)

A. The Design Professional will verify the maximum laboratory density of material placed in the field for each lot. A minimum of one test will be made for each lot of material at the site. The verification process will consist of: (1) compacting the material and determining the dry density and moisture-density in accordance with ASTM D 698 for aircraft gross weights less than 60,0000 pounds or ASTM D 1557 for aircraft gross weights 60,000 pounds or more, and (2) comparing the result with the laboratory moisture-density curves for the material being placed. This verification process is commonly referred to as a "one- point Proctor". If the material does not conform to the existing moisture-density curves, the Design Professional will establish the laboratory maximum density and optimum moisture content for the material in accordance with ASTM D 698 for aircraft gross weights less than 60,0000 pounds or ASTM D 1557 for aircraft gross weights 60,000 pounds or more.

B. Additional verification tests will be made, if necessary, to properly classify all materials placed in the lot.

C. The percent compaction of each sampling location will be determined by dividing the field density of each sublot by the laboratory maximum density for the lot.

END OF SECTION

SECTION 01405 – METHOD OF ESTIMATING PERCENTAGE OF MATERIAL WITHIN SPECIFICATION LIMITS (PWL)

1.01 GENERAL

A. When the Specifications provide for acceptance of material based on the method of estimating percentage of material within specification limits (PWL), the PWL will be determined in accordance with this Section or via an acceptable method of estimating percentage of material agreed to in writing by the Owner's Director of Construction or designee.

B. All test results for a lot will be analyzed statistically to determine the total estimated percent of the lot that is within specification limits. The PWL is computed using the sample average (X) and sample standard deviation (S_n) of the specified number (n) of sublots for the lot and the specification tolerance limits, L for lower and U for upper, for the particular acceptance parameter. From these values, the respective Quality index(s), Q_L for Lower Quality Index and/or Q_U for Upper Quality Index, is computed and the PWL for the lot for the specified n is determined from Table 1.

C. There is some degree of uncertainty (risk) in the measurement for acceptance because only a small fraction of production material (the population) is sampled and tested. This uncertainty exists because all portions of the production material have the same probability to be randomly sampled. The Contractor's risk is the probability that material produced at the acceptable quality level is rejected or subjected to a pay adjustment. The Owner's risk is the probability that material produced at the rejectable quality level is accepted.

C. IT IS THE INTENT OF THIS SECTION TO INFORM THE CONTRACTOR THAT, IN ORDER TO CONSISTENTLY OFFSET THE CONTRACTOR'S RISK FOR MATERIAL EVALUATED, PRODUCTION QUALITY (USING POPULATION AVERAGE AND POPULATION STANDARD DEVIATION) MUST BE MAINTAINED AT THE ACCEPTABLE QUALITY SPECIFIED OR HIGHER. IN ALL CASES, IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO PRODUCE AT QUALITY LEVELS THAT WILL MEET THE SPECIFIED ACCEPTANCE CRITERIA WHEN SAMPLED AND TESTED AT THE FREQUENCIES SPECIFIED.

1.02 METHOD FOR COMPUTING PWL

A. The computational sequence for computing PWL is as follows:

1. Divide the lot into n sublots in accordance with the acceptance requirements of the Specification.

2. Locate the random sampling position within the sublot in accordance with the requirements of the Specification.

3. Make a measurement at each location or take a test portion and make the measurement on the test portion in accordance with the testing requirements of the Specification.

4. Find the sample average (X) for all sublot values within the lot by using the following formula:

$$X = (x_1 + x_2 + x_3 + \ldots x_n) / n$$

Where: X = Sample average of all sublot values within a lot
x_1, x_2 = Individual sublot values
n = Number of sublots

5. Find the sample standard deviation (S_n) by use of the following formula:

$$S_n = [(d_1^2 + d_2^2 + d_3^2)/(n-1)]^{1/2}$$

Where: S_n = Sample standard deviation of the number of sublot values in the set
$d_1, d_2,$ = Deviations of the individual sublot values $x_1, x_2,$ … from the average value X

that is: $d_1 = (x_1 - X)$, $d_2 = (x_2 - X)$ … $d_n = (x_n - X)$

n = number of sublots

6. For single sided specification limits (i.e., L only), compute the Lower Quality Index Q_L by use of the following formula:

$$Q_L = (X - L) / S_n$$

Where: L = specification lower tolerance limit

Estimate the percentage of material within limits (PWL) by entering Table 1 with Q_L, using the column appropriate to the total number (n) of measurements. If the value of Q_L falls between values shown on the table, use the next higher value of PWL.

7. For double-sided specification limits (i.e. L and U), compute the Quality Indexes Q_L and Q_U by use of the following formulas:

$$Q_L = (X - L) / Sn \text{ and } Q_U = (U - X) / Sn$$

Where: L and U = specification lower and upper tolerance limits

Estimate the percentage of material between the lower (L) and upper (U) tolerance limits (PWL) by entering Table 1 separately with Q_L and Q_U, using the column appropriate to the total number (n) of measurements, and determining the percent of material above P_L and percent of material below P_U for each tolerance limit. If the values of Q_L fall between values shown on the table, use the next higher value of P_L or P_U. Determine the PWL by use of the following formula:

$$PWL = (P_U + P_L) - 100$$

Where: P_L = percent within lower specification limit

P_U = percent within upper specification limit

EXAMPLE OF PWL CALCULATION

Project: Example Project
Test Item: Item P-401, Lot A.

A. PWL Determination for Mat Density.

1. Density of four random cores taken

   from Lot A. A-1 96.60
   A-2 97.55
   A-3 99.30
   A-4 98.35
   n = 4

2. Calculate average density for

   the lot. X = (x1 + x2 + x3 + . .

   .xn) / n
   X = (96.60 + 97.55 + 99.30 + 98.35) / 4
   X = 97.95% density

3. Calculate the standard deviation for the lot.

   $Sn = [((96.60 - 97.95)^2 + (97.55 - 97.95)^2 + (99.30 - 97.95)^2 + (98.35 - 97.95)^2)) / (4 - 1)]^{1/2}$
   $Sn = [(1.82 + 0.16 + 1.82 + 0.16) / 3]^{1/2}$
   Sn = 1.15

4. Calculate the Lower Quality Index Q_L for the lot.

   (L=96.3) Q_L $Q_L = (X - L) / Sn$
   $Q_L = (97.95 - 96.30) / 1.15$
   $Q_L = 1.4348$

5. Determine PWL by entering Table 1 with $Q_L = 1.44$

   and n= 4. PWL = 98

B. PWL Determination for Air Voids.

1. Air Voids of four random samples taken from

   Lot A. A-A-1 5.00
   A-2 3.74
   A-3 2.30
   A-4 3.25

2. Calculate the average air voids for

the lot. X X = (x1 + x + x3 . . .n) / n

X = (5.00 + 3.74 + 2.30 + 3.25) / 4

X = 3.57%

3. Calculate the standard deviation Sn for the lot.

$Sn = [((3.57 - 5.00)^2 + (3.57 - 3.74)^2 + (3.57 - 2.30)^2 + (3.57 - 3.25)^2) / (4 - 1)]^{1/2}$

$Sn = [(2.04 + 0.03 + 1.62 + 0.10) / 3]^{1/2}$

Sn = 1.12

4. Calculate the Lower Quality Index Q_L for the lot.

(L= 2.0)

$Q_L = (X - L) / Sn$

$Q_L = (3.57 - 2.00) / 1.12$

$Q_L = 1.3992$

5. Determine P_L by entering Table 1 with $Q_L = 1.41$ and n = 4.

PL = 97

6. Calculate the Upper Quality Index Q_U for the lot. (U= 5.0)

$Q_U = (U - X) / Sn$

$Q_U = (5.00 - 3.57) / 1.12$

$Q_U = 1.2702$

7. Determine P_U by entering Table 1 with $Q_U = 1.29$ and n = 4.

$P_U = 93$

8. Calculate Air Voids PWL

$PWL = (P_L + P_U) - 100$

$PWL = (97 + 93) - 100 = 90$

EXAMPLE OF OUTLIER CALCULATION (Reference ASTM E 78)

Project: Example Project
Test Item: Item P-401, Lot A.

A. Outlier Determination for Mat Density.

1. Density of four random cores taken from Lot A. arranged in descending order.

A-3 99.30
A-4 98.35
A-2 97.55
A-1 96.60

2. Use n=4 and upper 5 percent significance level of to find the critical value for test criterion = 1.463.

3. Use average density, standard deviation, and test criterion value to evaluate density measurements.

a. For measurements greater than the average:
If: (measurement - average)/(standard deviation) is less than test criterion,
Then: the measurement is not considered an outlier for A-3 Check if (99.30 - 97.95) / 1.15 greater than 1.463
1.174 is less than 1.463, the value is not an outlier

b. For measurements less than the average:
If (average - measurement)/(standard deviation) is less than test criterion, the measurement is not considered an outlier

for A-1 Check if (97.95 - 96.60) / 1.15 greater than 1.463
1.0 is less than 1.463, the value is not an outlier

NOTE: In this example, a measurement would be considered an outlier if the density was:
greater than (97.95+1.463x1.15) = 99.63 percent or,
less than (97.95-1.463x1.15) = 96.27 percent

TABLE 1. TABLE FOR ESTIMATING PERCENT OF LOT WITHIN LIMITS (PWL)

Percent Within	Positive Values of Q (Q_L and Q_U)							
	n=3	n=4	n=5	n=6	n=7	n=8	n=9	n=10
99	1.1541	1.4700	1.6714	1.8008	1.8888	1.9520	1.9994	2.0362
98	1.1524	1.4400	1.6016	1.6982	1.7612	1.8053	1.8379	1.8630
97	1.1496	1.4100	1.5427	1.6181	1.6661	1.6993	1.7235	1.7420
96	1.1456	1.3800	1.4897	1.5497	1.5871	1.6127	1.6313	1.6454
95	1.1405	1.3500	1.4407	1.4887	1.5181	1.5381	1.5525	1.5635
94	1.1342	1.3200	1.3946	1.4329	1.4561	1.4717	1.4829	1.4914
93	1.1269	1.2900	1.3508	1.3810	1.3991	1.4112	1.4199	1.4265
92	1.1184	1.2600	1.3088	1.3323	1.3461	1.3554	1.3620	1.3670
91	1.1089	1.2300	1.2683	1.2860	1.2964	1.3032	1.3081	1.3118
90	1.0982	1.2000	1.2290	1.2419	1.2492	1.2541	1.2576	1.2602
89	1.0864	1.1700	1.1909	1.1995	1.2043	1.2075	1.2098	1.2115
88	1.0736	1.1400	1.1537	1.1587	1.1613	1.1630	1.1643	1.1653
87	1.0597	1.1100	1.1173	1.1192	1.1199	1.1204	1.1208	1.1212
86	1.0448	1.0800	1.0817	1.0808	1.0800	1.0794	1.0791	1.0789
85	1.0288	1.0500	1.0467	1.0435	1.0413	1.0399	1.0389	1.0382
84	1.0119	1.0200	1.0124	1.0071	1.0037	1.0015	1.0000	0.9990
83	0.9939	0.9900	0.9785	0.9715	0.9671	0.9643	0.9624	0.9610
82	0.9749	0.9600	0.9452	0.9367	0.9315	0.9281	0.9258	0.9241
81	0.9550	0.9300	0.9123	0.9025	0.8966	0.8928	0.8901	0.8882
80	0.9342	0.9000	0.8799	0.8690	0.8625	0.8583	0.8554	0.8533
79	0.9124	0.8700	0.8478	0.8360	0.8291	0.8245	0.8214	0.8192
78	0.8897	0.8400	0.8160	0.8036	0.7962	0.7915	0.7882	0.7858
77	0.8662	0.8100	0.7846	0.7716	0.7640	0.7590	0.7556	0.7531
76	0.8417	0.7800	0.7535	0.7401	0.7322	0.7271	0.7236	0.7211
75	0.8165	0.7500	0.7226	0.7089	0.7009	0.6958	0.6922	0.6896
74	0.7904	0.7200	0.6921	0.6781	0.6701	0.6649	0.6613	0.6587
73	0.7636	0.6900	0.6617	0.6477	0.6396	0.6344	0.6308	0.6282
72	0.7360	0.6600	0.6316	0.6176	0.6095	0.6044	0.6008	0.5982
71	0.7077	0.6300	0.6016	0.5878	0.5798	0.5747	0.5712	0.5686
70	0.6787	0.6000	0.5719	0.5582	0.5504	0.5454	0.5419	0.5394
69	0.6490	0.5700	0.5423	0.5290	0.5213	0.5164	0.5130	0.5105
68	0.6187	0.5400	0.5129	0.4999	0.4924	0.4877	0.4844	0.4820
67	0.5878	0.5100	0.4836	0.4710	0.4638	0.4592	0.4560	0.4537
66	0.5563	0.4800	0.4545	0.4424	0.4355	0.4310	0.4280	0.4257
65	0.5242	0.4500	0.4255	0.4139	0.4073	0.4030	0.4001	0.3980
64	0.4916	0.4200	0.3967	0.3856	0.3793	0.3753	0.3725	0.3705
63	0.4586	0.3900	0.3679	0.3575	0.3515	0.3477	0.3451	0.3432
62	0.4251	0.3600	0.3392	0.3295	0.3239	0.3203	0.3179	0.3161
61	0.3911	0.3300	0.3107	0.3016	0.2964	0.2931	0.2908	0.2892
60	0.3568	0.3000	0.2822	0.2738	0.2691	0.2660	0.2639	0.2624

59	0.3222	0.2700	0.2537	0.2461	0.2418	0.2391	0.2372	0.2358
58	0.2872	0.2400	0.2254	0.2186	0.2147	0.2122	0.2105	0.2093
57	0.2519	0.2100	0.1971	0.1911	0.1877	0.1855	0.1840	0.1829
56	0.2164	0.1800	0.1688	0.1636	0.1607	0.1588	0.1575	0.1566
55	0.1806	0.1500	0.1406	0.1363	0.1338	0.1322	0.1312	0.1304
54	0.1447	0.1200	0.1125	0.1090	0.1070	0.1057	0.1049	0.1042
53	0.1087	0.0900	0.0843	0.0817	0.0802	0.0793	0.0786	0.0781
52	0.0725	0.0600	0.0562	0.0544	0.0534	0.0528	0.0524	0.0521
51	0.0363	0.0300	0.0281	0.0272	0.0267	0.0264	0.0262	0.0260
50	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

TABLE 1. TABLE FOR ESTIMATING PERCENT OF LOT WITHIN LIMITS (PWL)

Percent Within Limits (P_L and P_U)	Negative Values of Q (Q_L and Q_U)							
	n=3	n=4	n=5	n=6	n=7	n=8	n=9	n=10
49	-0.0363	-0.0300	-0.0281	-0.0272	-0.0267	-0.0264	-0.0262	-0.0260
48	-0.0725	-0.0600	-0.0562	-0.0544	-0.0534	-0.0528	-0.0524	-0.0521
47	-0.1087	-0.0900	-0.0843	-0.0817	-0.0802	-0.0793	-0.0786	-0.0781
46	-0.1447	-0.1200	-0.1125	-0.1090	-0.1070	-0.1057	-0.1049	-0.1042
45	-0.1806	-0.1500	-0.1406	-0.1363	-0.1338	-0.1322	-0.1312	-0.1304
44	-0.2164	-0.1800	-0.1688	-0.1636	-0.1607	-0.1588	-0.1575	-0.1566
43	-0.2519	-0.2100	-0.1971	-0.1911	-0.1877	-0.1855	-0.1840	-0.1829
42	-0.2872	-0.2400	-0.2254	-0.2186	-0.2147	-0.2122	-0.2105	-0.2093
41	-0.3222	-0.2700	-0.2537	-0.2461	-0.2418	-0.2391	-0.2372	-0.2358
40	-0.3568	-0.3000	-0.2822	-0.2738	-0.2691	-0.2660	-0.2639	-0.2624
39	-0.3911	-0.3300	-0.3107	-0.3016	-0.2964	-0.2931	-0.2908	-0.2892
38	-0.4251	-0.3600	-0.3392	-0.3295	-0.3239	-0.3203	-0.3179	-0.3161
37	-0.4586	-0.3900	-0.3679	-0.3575	-0.3515	-0.3477	-0.3451	-0.3432
36	-0.4916	-0.4200	-0.3967	-0.3856	-0.3793	-0.3753	-0.3725	-0.3705
35	-0.5242	-0.4500	-0.4255	-0.4139	-0.4073	-0.4030	-0.4001	-0.3980
34	-0.5563	-0.4800	-0.4545	-0.4424	-0.4355	-0.4310	-0.4280	-0.4257
33	-0.5878	-0.5100	-0.4836	-0.4710	-0.4638	-0.4592	-0.4560	-0.4537
32	-0.6187	-0.5400	-0.5129	-0.4999	-0.4924	-0.4877	-0.4844	-0.4820
31	-0.6490	-0.5700	-0.5423	-0.5290	-0.5213	-0.5164	-0.5130	-0.5105
30	-0.6787	-0.6000	-0.5719	-0.5582	-0.5504	-0.5454	-0.5419	-0.5394
29	-0.7077	-0.6300	-0.6016	-0.5878	-0.5798	-0.5747	-0.5712	-0.5686
28	-0.7360	-0.6600	-0.6316	-0.6176	-0.6095	-0.6044	-0.6008	-0.5982
27	-0.7636	-0.6900	-0.6617	-0.6477	-0.6396	-0.6344	-0.6308	-0.6282
26	-0.7904	-0.7200	-0.6921	-0.6781	-0.6701	-0.6649	-0.6613	-0.6587
25	-0.8165	-0.7500	-0.7226	-0.7089	-0.7009	-0.6958	-0.6922	-0.6896
24	-0.8417	-0.7800	-0.7535	-0.7401	-0.7322	-0.7271	-0.7236	-0.7211
23	-0.8662	-0.8100	-0.7846	-0.7716	-0.7640	-0.7590	-0.7556	-0.7531
22	-0.8897	-0.8400	-0.8160	-0.8036	-0.7962	-0.7915	-0.7882	-0.7858
21	-0.9124	-0.8700	-0.8478	-0.8360	-0.8291	-0.8245	-0.8214	-0.8192
20	-0.9342	-0.9000	-0.8799	-0.8690	-0.8625	-0.8583	-0.8554	-0.8533

19	-0.9550	-0.9300	-0.9123	-0.9025	-0.8966	-0.8928	-0.8901	-0.8882
18	-0.9749	-0.9600	-0.9452	-0.9367	-0.9315	-0.9281	-0.9258	-0.9241
17	-0.9939	-0.9900	-0.9785	-0.9715	-0.9671	-0.9643	-0.9624	-0.9610
16	-1.0119	-1.0200	-1.0124	-1.0071	-1.0037	-1.0015	-1.0000	-0.9990
15	-1.0288	-1.0500	-1.0467	-1.0435	-1.0413	-1.0399	-1.0389	-1.0382
14	-1.0448	-1.0800	-1.0817	-1.0808	-1.0800	-1.0794	-1.0791	-1.0789
13	-1.0597	-1.1100	-1.1173	-1.1192	-1.1199	-1.1204	-1.1208	-1.1212
12	-1.0736	-1.1400	-1.1537	-1.1587	-1.1613	-1.1630	-1.1643	-1.1653
11	-1.0864	-1.1700	-1.1909	-1.1995	-1.2043	-1.2075	-1.2098	-1.2115
10	-1.0982	-1.2000	-1.2290	-1.2419	-1.2492	-1.2541	-1.2576	-1.2602
9	-1.1089	-1.2300	-1.2683	-1.2860	-1.2964	-1.3032	-1.3081	-1.3118
8	-1.1184	-1.2600	-1.3088	-1.3323	-1.3461	-1.3554	-1.3620	-1.3670
7	-1.1269	-1.2900	-1.3508	-1.3810	-1.3991	-1.4112	-1.4199	-1.4265
6	-1.1342	-1.3200	-1.3946	-1.4329	-1.4561	-1.4717	-1.4829	-1.4914
5	-1.1405	-1.3500	-1.4407	-1.4887	-1.5181	-1.5381	-1.5525	-1.5635
4	-1.1456	-1.3800	-1.4897	-1.5497	-1.5871	-1.6127	-1.6313	-1.6454
3	-1.1496	-1.4100	-1.5427	-1.6181	-1.6661	-1.6993	-1.7235	-1.7420
2	-1.1524	-1.4400	-1.6016	-1.6982	-1.7612	-1.8053	-1.8379	-1.8630
1	-1.1541	-1.4700	-1.6714	-1.8008	-1.8888	-1.9520	-1.9994	-2.0362

PART 2 – PRODUCTS

Not used.

PART 3 – EXECUTION

Not used.

END OF SECTION

SECTION 01410 - TESTING LABORATORY SERVICES

PART 1 - GENERAL

1.01 PROCEDURE

A. Contractor's Testing Laboratory:

The Contractor will provide the services of an independent testing laboratory acceptable to the Owner to inspect and test the materials and methods of construction as hereinafter specified for compliance with the requirements of the Contract Documents and to perform such other specialized technical services as may be required by the Contractor or Owner to demonstrate compliance. Inspections or testing performed as part of the Contractor's operations will be included as part of the Work. Employment of a testing laboratory will in no way relieve the Contractor of its obligation to perform the Work in accordance with the Contract Documents.

B. Test Register:

The Contractor shall provide a Test Register identifying all required testing in accordance with the contract documents. Register shall be kept updated and used to track test information including, but not limited to, date, time and location of tests.

1.02 QUALIFICATIONS OF CONTRACTOR'S TESTING LABORATORY

A. The Testing Laboratory:

1. The Testing Laboratory selected will meet the basic requirements of ASTM E329 "Standard of Recommended Practice for Inspection and Testing Agencies for Concrete and Steel as Used in Construction." The Testing Laboratory will submit to the Owner a copy of the report of inspection of their facilities made by the Materials Reference Laboratory of the National Bureau of Standards during the most recent tour of such inspections and will submit a memorandum stating steps taken to remedy all deficiencies reported by this inspection.

2. The Testing Laboratory selected will meet "Recommended Requirements for Independent Laboratory Qualification", latest edition, as published by the American Council of Independent Laboratories.

B. Testing Machines:

Must be calibrated at intervals not exceeding 12 months by devices of accuracy traceable to the National Bureau of Standards or accepted values of natural physical constants.

C. Tests and Inspections:

Must be conducted in accordance with specified requirements, and if not specified, in accordance with the applicable standards of the American Society for Testing and Materials or other recognized and accepted authorities in the field.

1.03 AUTHORITIES AND DUTIES OF THE LABORATORY:

A. Attending Preconstruction Conferences:

The Testing Laboratory will obtain and review the Project plans and specifications with the Contractor as soon as possible prior to the start of construction. The Testing Laboratory will attend preconstruction conferences as required to coordinate materials inspection and testing requirements with the planned construction schedule. The Testing Laboratory will participate in such conferences throughout the course of the Project.

B. Outline Testing Program:

The Testing Laboratory will be responsible for outlining a written detailed testing program conforming to the requirements as specified in the Contract Documents and in consultation with the Owner and Design Professional. The testing program will contain an outline of inspections and tests to be performed with reference to applicable sections of the Contract Documents and the design drawings and specifications.

C. Cooperation with Design Team:

The Testing Laboratory will cooperate with the Owner, Design Professional, and Contractor and provide qualified personnel promptly on notice.

D. Inspections, Sampling, Testing, Reports and Certifications:

1. The Testing Laboratory will perform the required inspections, sampling, and testing of materials as specified under each Section of the Contract Documents and observe methods of construction for compliance with the requirements of the Contract Documents.

2. The Testing Laboratory will perform all inspections and submit all reports and certifications as required by all governing authorities.

E. Notification of Deficiencies in the Work:

The Testing Laboratory will notify the Owner and Contractor first by email of observed irregularities and deficiencies in the Work and other conditions not in compliance with the requirements of the Contract Documents.

F. Reports:

1. Information on Reports:

a. The Testing Laboratory will submit copies of all reports of inspections and tests promptly and directly to the parties named below. All reports will contain at least the following information:

(1) Project Name.
(2) Project Number.
(3) Date report issued.
(4) Testing Laboratory name and address.

(5) Name and signature of inspector.
(6) Date of inspection and sampling.
(7) Date of test.
(8) Identification of product and Specification Section.
(9) Location in the Project.
(10) Identification of inspection or test.
(11) Record of weather conditions and temperature (if applicable).
(12) Results of test regarding compliance with Contract Documents.
(13) Deficiency log, including deficiencies from previous reports.

2. Copies:

a. The Testing Laboratory will submit certified copies of all test and inspection reports promptly and directly to the following parties through the Owners Project Management Software Inspections and Tests modules:

(1) Owner.
(2) Contractor
(3) Designer of Record.
(4) supplier of the material tested.

3. Certification by Notary Public:

Upon completion of the job, the Testing Laboratory will furnish to the Owner a statement, under oath and notarized by a Notary Public, that all required tests and inspections were made in accordance with the requirements of the Contract Documents.

4. Accounting:

The Testing Laboratory will be responsible for separating and billing costs attributed to the Owner and costs attributed to the Contractor where appropriate, in accordance with the Contract Documents.

5. Obtaining Product and Material Certifications:

The Testing Laboratory will be responsible for obtaining all product and material certifications from manufacturers and suppliers as specified in the Specifications.

6. Limitations of Authority:

The Testing Laboratory is not authorized to revoke, alter, relax, enlarge upon or release any requirements of the Specifications or to approve or accept any portion of the Work or to perform any duties of the Contractor and its Subcontractors.

1.04 CONTRACTOR'S RESPONSIBILITY

A. Cooperation:

The Contractor will cooperate with laboratory personnel and provide access to the Work and manufacturer's operations.

B. Furnishing Samples:

The Contractor will provide to the laboratory representative samples of materials proposed for use in the Work in quantities sufficient for accurate testing as specified.

C. Furnishing Labor, Equipment and Facilities:

The Contractor will furnish labor, equipment, and facilities as required for sampling and testing by the laboratory and otherwise facilitate all required inspections and tests.

D. Advance Notice:

The Contractor will be responsible for notifying the Testing Laboratory sufficiently in advance of operations to allow for assignment of personnel and scheduling of tests.

E. Payment for Substitution Testing:

The Contractor will arrange with the Testing Laboratory and pay for any additional samples and tests above those required by the Contract Documents as requested by the Contractor for its convenience in performing the Work.

F. Notification of Source Change:

The Contractor will be responsible for notifying the Owner and Testing Laboratory when the source of any material is changed after the original tests or inspections have been made.

G. Tests for Suspected Deficient Work:

If, in the opinion of the Owner, any of the Work of the Contractor is not satisfactory, the Contractor will make all tests that the Owner deems advisable to determine its proper construction. The Owner will pay all costs if the tests prove the questioned work to be satisfactory.

H. Associated Services: The Contractor shall cooperate with the Owner and with agencies performing required inspections, tests and similar services and provide reasonable auxiliary services as requested. The Contractor shall notify the Owner and the agency sufficiently in advance of operations to permit assignment of personnel. Auxiliary services required of the Contractor include but are not limited to the following:

1. Providing access to the Work and furnishing incidental labor and facilities necessary to facilitate inspections and tests.

2. Taking adequate quantities of representative samples of materials that require testing or assisting the agency in taking samples.

3. Providing facilities for storage and curing of test samples, and delivery of samples to testing laboratories.

4. Providing the agency with a preliminary design mix proposed for use for materials mixes that require control by the testing agency.

5. Security and protection of samples and test equipment at the Project site.

1.05 PAYMENT OF TESTING LABORATORY

The Contractor will pay for the initial Testing Laboratory services for testing of materials for compliance with the requirements of the Contract Documents. The Contractor will pay for testing and retesting of materials that do not comply with the requirements of the Contract Documents and all other items as specified in these Specifications.

PART 2 - PRODUCTS

Not Used.

PART 3 – EXECUTION

3.01 SCOPE OF WORK

The work to be performed by the Testing Laboratory will be as specified in this Section and as determined in meetings with the Owner and Contractor. These are the Owner's minimum requirements; more stringent requirements may be required by the technical specifications.

3.02 EARTHWORK

A. Tests of Proposed Fill Material (if applicable):

The Testing Laboratory will conduct a survey of the Contractor's proposed location of borrow soil materials and will establish the suitability of any proposed fill material by determining the required engineering properties. Soil tests will include soil classification by the Atterberg Limit Tests ASTM D 4318, and grain size determination by ASTM D 422 "Particle Size Analysis of Soils."

B. Moisture Density Relationship for Natural and Fill Materials:

The Testing Laboratory will provide one optimum moisture density curve for each type of soil, natural fill, imported fill, or on-site fill encountered in subgrade and fills under building slabs and paved areas. Curves will be generated in accordance with ASTM D 1557 "Test Methods for Moisture Density Relationships of Soils and Soil Aggregate Mixtures."

C. Quality Control Testing Required During Construction:

1. Inspection of Subgrade and Fill: The Testing Laboratory will inspect and approve the following subgrades and fill layers before further construction work is performed thereon:

a. Paved Areas and Building Slab Subgrade: Make at least one field density test of the natural subgrade for every 2,500 square feet of paved area or building slab but in no case less than three tests. In each compacted fill

layer or lift, make one field density test for every 2,500 square feet of building slab or paved area but in no case less than three tests.

b. Foundation Wall Backfill: Make at least one field density test for each 200 lineal feet of wall with a minimum of four tests for each basement wall around the perimeter of the building and a minimum of one test for every other type of foundation wall on the Project site. Tests will be at random locations and elevations for each wall.

2. Field Density Tests:

Field Density Tests will be run according to ASTM D 1556 "Density of Soil in Place by the Sand Core Method," ASTM D 2167 "Density of Soil in Place by the Rubber Balloon Method" or ASTM D 2922 "Density of Soil and Soil Aggregate in Place by Nuclear Methods" as applicable.

3. Report Copies:

The Testing Laboratory will submit all moisture density curves and results of field density tests to the parties specified at Paragraph 1.03.F.2.a.of this section Additional Testing:

If reports by the Testing Laboratory indicate field densities lower than specified above, additional tests will be run by the Testing Laboratory with at least the frequencies scheduled above on recompacted fill and/or natural subgrade. The Testing Laboratory will notify the Contractor on a timely basis for any required retesting so as not to delay the Work. The costs of such tests will be borne by the Contractor.

Foundation:

a. Mat and Dug Footing Subgrade Inspection: The Contractor's Geotechnical Engineer will provide inspection service of each mat and dug footing subgrade prior to placing foundation concrete. Such inspection will verify that field conditions are consistent with soil report test results and that the foundation is being installed in the proper soil strata at the proper elevation. The Design Professional will submit written field inspection reports promptly after inspection to all parties listed at Paragraph 1.03.F.2.a of this Section and report its findings after each inspection by telephone to the Owner and Design Professional.

b. Field Inspection: The Design Professional may provide inspection of drilled pier installation.

c. Pier Load Test: The Design Professional may supervise the test pier program and submit a written report of its findings to all parties listed at Paragraph 1.03.F.2.1.

3.03 CONCRETE MATERIALS AND POURED IN PLACE CONCRETE, OTHER THAN P-501 CONCRETE PAVING

A. Tests of Portland Cement:

1. Mill certificates certifying that the cement has been tested and meets the requirements of the Specification will be acceptable as test results, provided the cement proposed for use can be identified with test lots. Mill certificates will be submitted by the Contractor prior to use of any such material.

2. Retesting of cement will be required if:

   a. In the opinion of the Testing Laboratory the cement has been damaged in storage or transit or is in any way defective.

   b. The cement has been in storage at the mixing site for over 30 days.

3. Compressive strength cube specimens will be made at the start of the job and at a frequency of one set per 250-tons of cement or whenever the source or brand of cement changes so that the quality of cement can be observed throughout the Project. Each set of two-inch cubes will consist of four cubes tested according to ASTM C 109 at 28-day strengths.

B. Tests of Aggregates:

1. The Testing Laboratory will verify that concrete aggregates proposed for use conform to the following specifications:

   a. ASTM C 33 "Specification for Concrete Aggregates"

   b. ASTM C 330 "Specification for Lightweight Aggregates for Structural Concrete"

2. Tests of aggregates by the Testing Laboratory will be made before the concrete mix is established and thereafter as the character of the aggregate changes and whenever the service of materials is changed. The following tests will be required:

   a. Sampling: The Testing Laboratory will secure samples of aggregate in accordance with ASTM D 75 from the concrete supplier. The proposed aggregate will not be used until the pit source has been approved by the Testing Laboratory and the plant capacity and ability to produce products has been verified.

   b. Sieve Analysis: ASTM C 136.

   c. Organic Impurities: ASTM C 40.

   d. Soundness: ASTM C 88.

   e. Abrasion of Concrete Aggregate: ASTM C 131.

   f. Specific Gravity: ASTM C 127 (coarse aggregate), ASTM C 128 (fine aggregate).

g. Deleterious Materials: ASTM C 33.

h. Materials Passing No. 200 Sieve: ASTM C 177.

3. Suppliers records of such tests run on the proposed material will be adequate provided a written affidavit is furnished as a shop drawing submittal.

C. Concrete Mix Designs:

1. The Contractor will submit for approval by the Owner and Design Professional, at least 15 days prior to the start of construction, concrete mix designs for each class of concrete indicated on the Structural Drawings and in the Specifications. The Contractor will not begin work until the applicable mix design has been approved.

2. The Contractor acting in conjunction with Contractor's concrete supplier and Testing Laboratory will submit in writing the mix designs, indicating whether the concrete is to be proportioned by either of the following methods as outlined in ACI 318:

a. Field Experience Method

b. Laboratory Trial Batch Method

3. When field experience methods are used to select concrete proportions, establish proportions as specified in ACI 301 and ACI 211. When Testing Laboratory trial batches are used to select concrete proportions, the procedure as outlined in ACI 318 will be followed. Prepare test specimens in accordance with ASTM C192 and conduct strength tests in accordance with ASTM C39.

4. Required types of concrete and compressive strengths as specified in the various sections of the Specifications.

5. All mix design will state the following information:

a. Mix design number or code designation by which the Contractor will order the concrete from the supplier.

b. Structural member for whom the concrete is designed (i.e. columns, walls footings, etc.).

c. Type of concrete (whether normal weight or lightweight).

d. 28 day compressive strength.

e. Aggregate type, source, size, gradation, fineness modulus.

f. Cement type and brand.

g. Fly ash type and brand (if any).

h. Admixtures including air entrainment, water reducers, accelerators, and

retarders.

i. Slump.

j. Proportions of each material used.

k. Water cement ratio and maximum allowable water content.

l. Method by which the concrete is intended to be placed (bucket, chute, or pump).

D. Concrete Supplier’s Record of Quality Control:

The concrete supplier's past record of quality control will be used in the design of the concrete mixes to determine the amount by which the average concrete strength f'c should exceed the specified f'c as outlined in ACI 318. If a suitable record of test results is not available, the average strength must exceed the design strength by 1200 PSI as specified in ACI 318. After sufficient data becomes available from the job, the statistical methods of ACI 214 may be used to reduce the amount by which the average strength must exceed f'c as outlined in ACI 318.

E. Admixtures:

1. Admixtures to be used in concrete will be subject to the approval of the Testing Laboratory.

2. Quantities of admixtures to be used will be in strict accordance with the manufacturer's instructions.

3. Admixtures containing chloride ions will not be used.

4. Air entraining admixtures will conform to "Specification for Air Entraining Admixtures for Concrete" ASTM C260.

5. Water reducing admixtures, retarding admixtures, accelerating admixtures, water reducing and retarding admixtures and water reducing and accelerating admixtures will conform to "Specification for Chemical Admixtures for Concrete" ASTM C494.

6. Fly ash or other Pozzolons used as admixtures will conform to "Specification for Fly Ash and Raw or Calcined Natural Pozzolons for use in Portland Cement Concrete" ASTM C618. Obtain mill test reports for approval.

7. Use amounts of admixtures as recommended by the manufacturer for climatic conditions prevailing at the time of placing. Adjust quantities of admixtures as required to maintain quality control.

F. Lightweight Structural Concrete:

1. Comply with requirements of ACI 211 and ACI 301.

2. Lightweight concrete aggregate will conform to ASTM C 330 "Specification for Lightweight Aggregates for Structural Concrete."

3. Provide concrete with a dry unit weight of not more than 116-pounds per cubic foot and not less than 95-pounds per cubic foot. Design mix to produce strengths as indicated on the Drawings with a split cylinder strength factor (fct/(f'c) 0.5) of not less than 5.3 (Mpa) and a drying shrinkage limit of 0.03% at 28 days.

G. Slump Limits:

Refer to Drawings and Specifications for slump limits.

H. Adjustments of Concrete Mixes:

Mix design adjustments may be requested by the Contractor when characteristics of materials, job conditions, weather, test results, or other circumstances warrant. Such mix design adjustments will be provided at no additional cost to the Owner. Any adjustments in approved mix designs, including changes in admixtures, will be submitted in writing to the Testing Laboratory for approval prior to field use.

I. Shrinkage:

All concrete will be proportioned for maximum allowable unit shrinkage of 0.03% at 28 days as determined by ASTM C157.

J. Chloride Ion Content:

A written submittal will be made with each mix design proposed for use on the Project that no soluble chloride ion exist in the concrete mixes.

K. Concrete Test Cylinders by the Testing Laboratory:

Molding and Testing: Cylinders for strength tests will be molded and Testing Laboratory cured in accordance with ASTM C31 "Method of Making and Curing Concrete Test Cylinders in the Field" and testing in accordance with ASTM C39 "Method of Testing for Compressive Strength of Cylindrical Concrete Specimens".

L. Field Samples:

Field Samples for strength tests will be taken in accordance with ASTM C172 "Method of Sampling Fresh Concrete".

M. Frequency of Testing:

Each set of test cylinders will consist of a minimum of four standard test cylinders. A set of test cylinders will be made according to the following frequency guidelines:

1. One set for each class of concrete taken not less than once a day.

2. Piers: One set for each 50 cubic yards or fraction thereof.

3. Spread Footings: One set for each 50 cubic yards or fraction thereof.

4. Foundation Walls: One set for each 150 cubic yards.

5. Pier Caps and Spread Footings: One set for each 50 cubic yards or fraction thereof.

6. Floors: One set for each 150 cubic yards or fraction thereof but not less than one set for each 5000 square feet of floor area.

7. Columns: One set for each 50 cubic yards or fraction thereof with a minimum of two sets per floor.

8. All Other Concrete: A minimum of one set for each 150 cubic yards or fraction thereof.

9. No more than one set of cylinders at a time will be made from any single truck.

10. The above frequencies assume that one batch plant will be used for each pour. If more than one batch plant is used, the frequencies cited above will apply for each plant used.

11. The cylinders will be numbered, dated, and the point of concrete placement in the building recorded. Of the four cylinders per set, break one at seven days, two at 28 days, and one automatically at 56 days, only if either 28 day cylinder break is below required strength.

N. Additional Cylinder for Floor Form Stripping:

One additional cylinder per set will be required for formed slab and pan joist floors for the purpose of evaluating the concrete strength at the time of form stripping. This cylinder will be stored on the floor where form removal is to occur under the same exposure conditions as the floor concrete. The cylinder will be cured under field conditions in accordance with ASTM C31 "Method of Making and Curing Concrete Test Specimens in the Field". Field cured test cylinders will be molded at the same time and from the same samples as Testing Laboratory cured test specimens. The cylinder will be broken at the time of form removal as directed by the Contractor.

O. Cylinder Storage Box:

The Contractor will be responsible for providing a protected concrete cylinder storage curing box at a point on the Project site mutually agreeable with the Testing Laboratory for the purpose of storing concrete cylinders until they are transported to the Testing Laboratory. Cylinder storage curing box must meet ACI guidelines.

P. Transporting Cylinders:

The Testing Laboratory will be responsible for transporting the cylinders to the Testing Laboratory in a protected environment such that no damage or ill effect will occur to the concrete cylinders until they are transported to the Testing Laboratory.

Q. Information on Concrete Test Reports:

1. The Testing Laboratory will make and distribute concrete test reports after each job cylinder is broken. Such reports will contain the following information:

    a. Truck number and ticket number.

    b. Concrete Batch Plant.

    c. Mix design number.

    d. Accurate location of pour in the structure.

    e. Strength requirement.

    f. Date cylinders made and broken.

    g. Technician making cylinders.

    h. Concrete temperature at placing.

    i. Air temperature at point of placement in the structure.

    j. Amount of water added to the truck at the batch plant and at the Project site and whether it exceeds the amount allowed by the mix design.

    k. Slump.

    l. Unit weight.

    m. Air content.

    n. Cylinder compressive strengths with type of failure if concrete does not meet Specification requirements. Seven day breaks are to be flagged if they are less than 60% of the required 28 day strength. 28 day breaks are to be flagged if either cylinder fails to meet Specification requirements.

2. Other Required Tests of Concrete by the Testing Laboratory (unless noted otherwise):

    a. Slump Tests: (ASTM C143) will be made at the beginning of concrete placement for each batch plant and for each set of test cylinders made.

    b. Air Entrainment: (ASTM C233) tests will be made at the same time slump tests are made as cited above.

    c. Concrete Temperature: Will be measured at the same time slump tests are made as cited above.

    d. Chloride Ions: If calcium ions are not approved, the following will not apply. If calcium ions are permitted per requirements of Concrete Section(s) of the Specifications, comply with the following.

(1) The Contractor will have Testing Laboratory verify in a written submittal with the mix designs that the chloride ion concentration will not exceed the limits specified.

(2) Tests will be run for each class of concrete according to AASHTO Designation T260-82 “Sampling and Testing for Total Chloride Ion in Concrete and Concrete Raw Materials” to determine that the maximum chloride ion content does not exceed the limits stated in the Concrete Section(s) of the Specifications. One set of tests will be run at the beginning of the Project for each class of concrete.

R. Evaluation and Acceptance of Concrete:

1. Strength Test: Will be defined as the average strength of two 28 day cylinder breaks from each set of cylinders.

2. Quality Control Charts and Logs: The Testing Laboratory will keep the following quality control logs and charts for each class of concrete containing more than 2,000 cubic yards. The records will be kept for each batch plant and submitted on a weekly basis with cylinder test reports:

a. Number of 28 day strength tests made to date.

b. 28 day strength test results containing the average of all strength tests to date, the high test result, the low test result, the standard deviation, and the coefficient of variation.

c. Number of tests under specified 28 day strength.

d. A histogram plotting the number of 28 day cylinders versus compressive strength.

e. Quality control chart plotting compressive strength test results for each test.

f. Quality control chart plotting moving average for strength where each point plotted is the average strength of three previous test results.

g. Quality control charge plotting moving average for range where each point plotted is the average of ten previous ranges.

S. Acceptance Criteria:

1. The strength level of an individual class of concrete will be considered satisfactory if both of the following requirements are met:

a. The average of all sets of three consecutive strength tests equal or exceed the required f'c.

b. No individual strength test (average of two 28 day cylinder breaks) falls below the required f'c by more than 500 PSI.

2. If either of the above requirements is not met, the Testing Laboratory will immediately notify the Contractor and Owner by telephone. Steps will immediately be taken to increase the average of subsequent strength tests.

T. Investigation of Low Strength Concrete Test Results:

1. Contractor Responsibility for Low Strength Concrete:

If any strength test of Testing Laboratory cured cylinders falls below the required f'c by more than 500 PSI, the Contractor will take steps immediately to assure that the load carrying capacity of the structure is not jeopardized.

2. Nondestructive Field Tests:

The Testing Laboratory will, under the direction of the Owner or Design Professional, perform nondestructive field tests of the concrete in question using Swiss Hammer, Windsor Probe, or other appropriate methods as approved by the Owner or Design Professional and report the results in the same manner as for cylinder test reports.

3. Core Tests:

a. If the likelihood of low strength concrete is confirmed and computations indicate that the load carrying capacity of the structure has been significantly reduced, tests of cores by the Testing Laboratory, drilled from the area in question under the direction of the Owner or Design Professional, will be required in accordance with ASTM C42 "Method of Obtaining and Testing Drilled Cores and Sawed Beams of Concrete". In such case, three cores will be taken for each strength test more than 500 PSI below required f'c.

b. If concrete in the structure will be dry under service conditions, cores will be air dried (temperature 60° to 80°F, relative humidity less than 60 %) for seven days before test and will be tested dry. If concrete in the structure will be more than superficially wet under service conditions, cores will be immersed in water for at least 48 hours and tested wet. The Contractor will fill all holes made by drilling cores with an approved drypack concrete.

4. Acceptance Criteria for Core Tests:

Concrete in an area represented by core tests will be considered structurally adequate if the average of three cores is equal to at least 85% of f'c and if no single core is less than 75% of f'c. If approved by the Owner and Design Professional, locations of erratic core strengths may be retested to check testing accuracy.

5. Cost of Investigations for Low Strength Concrete:

The costs of all investigations of low strength concrete will be borne by the Contractor.

U. Concrete Inspection by the Testing Laboratory:

1. The following types of concrete inspection will be provided by the Testing Laboratory for the classes of concrete described in each type of inspection:

a. Continuous concrete inspection at the batch plant and point of discharge at the Project site. This type of inspection will be followed for the following classes of concrete:

(1) Mat Foundations or any other foundation types where more than two columns are supported on a common foundation unit.
(2) All architectural concrete.
(3) Columns.

The Testing Laboratory will assign the required number of technicians with the necessary equipment for each scheduled concrete placement to provide continuous concrete inspection at both the batch plant and the point of discharge at the Project site.

b. Initial concrete inspection at the batch plant for first pour and travel to the Project site with the first truckloadings to inspect concrete placement at the point of discharge. This type of inspection will be followed for all structural concrete for foundation and floors not specified above.

c. The Testing Laboratory will assign a technician with the necessary equipment to each scheduled concrete placement. The technician will initiate concrete mix inspection at the batch plant, then will proceed to the Project site with the first truckloadings to continue to inspect the mix at the point of discharge. The technician will remain at the Project site to inspect the mix for the required consistency for the duration of the concrete placement.

V. Batch Plant Inspection by the Testing Laboratory:

1. The scope of Batch Plant inspection by the Testing Laboratory will include the following:

a. Prior to start of Concrete Work, the Testing Laboratory will inspect batch plant facilities proposed for use in the Work and report, in writing, inspection results to the Contractor, Owner, and Design Professional for approval before the start of the Work. The inspection will follow that outlined in ASTM C 94 and as recommended by the National Concrete Ready Mix Association. Inspection will include:

(1) Batch plant operations and equipment.
(2) Truck mixers.
(3) Scales.

(4) Stockpile Placement.
(5) Material storage.
(6) Admixture dispensers.

b. The duties of the batch plant inspector will include the following:

(1) Perform initial inspection of batch plant facilities as specified above.
(2) Secure samples of aggregates for testing.
(3) Perform visual inspection of aggregate stockpiles to determine uniformity, cleanliness, and moisture variation.
(4) Adjust design weights for moisture in aggregates.
(5) Inspect aggregate conveying system for possible segregation to be performed at each visit.
(6) Observe batching procedure. Verify that concrete mix design number is being batched and randomly monitor weighing operation for correct weights of each mix ingredient, including admixture dosages.
(7) Prior to loading the truck at the batch plant, verify that the drum is free of water, fresh concrete, or aggregates. Check conditions and cleanliness of drum, fins, and blades.
(8) During loading, observe loading procedures.
(9) After loading, hold the truck for proper mix time and inspect concrete for thorough mix and consistency prior to leaving the batch plant.
(10) Check size of batch for rated truck capacity.

W. Job Site Inspection:

1. The scope of the work to be performed by the inspection on the Project site will be as follows:

a. Verify that air temperatures at the point of placement in the structure are within acceptable limits defined above prior to ordering of concrete by the Contractor.

b. Inspect concrete upon arrival to verify that the proper concrete mix number, type of concrete, and concrete strength is being placed at the proper location.

c. Inspect plastic concrete upon arrival at the Project site to verify proper batching. Observe mix consistency and adding of water as required to achieve target slumps in mix designs. Record the amount of water added and note if it exceeds that allowed in the mix design. The responsibility for adding water to trucks at the Project site will rest only with the Contractor's designated representative. The Contractor is responsible for verifying that all concrete placed in the field is in conformance to the Contract Documents.

d. Obtain concrete test cylinders.

e. Perform slump tests and air entrainment tests.

f. Record information for concrete test reports.

g. Verify that all concrete being placed meets Specifications. Report concrete not meeting the specified requirements and immediately notify the Contractor, batch plant inspector, and Owner.

h. Pick up and transport to Testing Laboratory cylinders cast the previous day.

i. Check concrete placing techniques to determine that concrete deposited is uniform and that vertical drop does not exceed six feet.

j. The Project site laboratory inspector will report and irregularities that occur in the concrete at the Project site or test results to the Contractor, Owner, and Design Professional.

2. Cause for Rejection of Concrete:

a. The Contractor will reject all concrete delivered to the Project site for any of the following reasons:

(1) Wrong class of concrete (incorrect mix design number).

(2) Air temperature: Air temperature limits will be as follows:

(a) Cold Weather: Air temperature must be 40°F and rising.

(b) Hot Weather: Air temperature must be cooler than 100°F.

(c) Concrete may be placed at other air temperature ranges only with approval of the job inspector for the Testing Laboratory or other duly appointed representative.

(3) Concrete with temperatures exceeding 95°F may not be placed in the structure.

(4) Air contents outside the limits specified in the mix designs.

(5) Water added outside the limits specified in the mix designs.

(6) Slumps outside the limits specified in the mix designs.

(7) Excessive Age: Concrete will be discharged within 90 minutes of plant departure or before it begins to set if sooner the 90 minutes unless approved by the Testing Laboratory job inspector or Owner representative.

b. The Contractor will be responsible for verifying that all concrete placed

in the field is in conformance with the Contract Documents.

c. Concrete Batch Trip Tickets: All concrete batch trip tickets will be collected and retained by the Contractor. Compressive strength, slump, air, and temperature tests will be identified by reference to a particular trip ticket. All tickets will contain the information specified in ASTM C 94. Each ticket will also show the amount of water that may be added in the field for the entire batch that will not exceed the specified water cement ration for the design mix. The Testing Laboratory will immediately notify the Contractor, Owner, and Design Professional of tickets not meeting the criteria specified.

X. Extent of Services for Reinforcing Steel for Concrete:

1. When the Contractor or reinforcing steel fabricator notifies the Testing Laboratory that a shipment of reinforcing steel is in the final stages of fabrication and ready for shipment, the Testing Laboratory will inspect the shipment to determine the following:

a. The bars will be free from injurious defects and will have a workmanlike finish.

b. Deformations will be of the proper sizes, shapes, and spacing as detailed in ASTM A 615.

c. The bars will not have excessive rust and/or pelting.

d. The bars will not have any unusual twists or bends.

2. Identified Stock:

Where job material is taken from bundles as delivered from the mill, is properly identified as to heat number and is accompanied by mill and analysis test reports, such material will be used without further local tests provided an affidavit is given from the supplier to the Testing Laboratory that the materials conform with the requirements of the ASTM Specification listed on the Structural Drawings. In case of controversy, the procedure as stipulated below for unidentified stock will be followed.

3. Unidentified Stock:

a. For all unidentified stock, the Testing Laboratory will secure samples of the reinforcing steel bars at the time of inspection. The samples will conform to the following:

(1) The sample will include two bars for each ten tons or fraction thereof of each bar size, heat number, and manufacturer being shipped.

(2) The sample bars will be a minimum of 24-inches in length and will be identical to the material being shipped.

(3) The Testing Laboratory will tag each of the steel bundles with the laboratory identification tag and appropriately mark the samples corresponding to the steel being inspected and shipped. The fabricator will supply shipping lists showing the weight of each bar to the Testing Laboratory for tensile strength tests and bend tests according to ASTM A 615.

3.04 STRUCTURAL STEEL

A. Contract Obligations:

1. The Contractor will pay for all initial shop and field inspections and tests as required during the fabrication and erection of the structural steel.

2. The Contractor will pay for and arrange with the Testing Laboratory for the certification of all shop and field welders. Each bolting crew and welder will be assigned an identifying symbol or mark and all shop and field connections will be so identified so that the inspector can refer back to the person or crew performing the work. The costs of all retesting of material or workmanship not in conformance with the Contract Documents will be borne by the Contractor. The fabricator and erector will provide the Testing Laboratory inspector with access to all places where work is being done. A minimum of 24 hours notification will be given prior to commencement of work.

3. The Contractor will provide the Testing Laboratory with the following:

a. A complete set of Contractor's and Design Professional's approved shop and erection drawings including all revisions and addenda.

b. Cutting lists, order sheets, material bills, shipping bills and mill test reports.

c. Information as to time and place of all rollings and shipment of material to shops.

d. Representative sample pieces requested for testing.

e. Full and ample means and assistance for testing all material.

f. Proper facilities, including scaffolding, temporary work platforms, hoisting facilities, etc., for inspection of the work in the mills, shop and field.

B. Testing Laboratory Responsibility:

1. The inspection of shop work by the Testing Laboratory will be performed in the fabricator's shop to the fullest extent possible. Such inspections will be in sequence, timely, and performed in such a manner as to minimize disruptions in operations and to permit the repair of all nonconforming work while the material is in process in the fabricating shop. Inspection of field work will be completed

promptly so that corrections can be made without delaying the progress of the work.

2. Inspections will be performed by qualified technicians with a minimum of two years experience in structural steel testing and inspection. All inspection personnel will be certified in accordance with AWS QC-1. The Testing Laboratory will provide tests reports of all shop and field inspections. Shop test reports will include shop welders certifications. All test reports will indicate types and locations of all defects found during inspection, the measures required and performed to correct such defects, and statements of final approval of all welding and bolting of shop and field connections and other fabrication and erection data pertinent to the safe and proper welding and bolting of ship and field connections. In addition to the parties listed in this Specification, the fabricator and erector will receive copies of all test reports.

C. Rejection of Material or Workmanship:

The Owner, Contractor, and Testing Laboratory reserve the right to reject any material or workmanship not in conformance with the Contract Documents at any time during the progress of the Work. However, this provision does not allow waiving the obligation for timely, in sequence inspections.

D. Mill Tests of Structural Steel:

Mill Order Steel: The fabricator will furnish certified mill test reports and an affidavit stating that the structural steel furnished meets the requirements of the grade specified on the structural drawings for all mill order steel. In case of controversy, tests of the material according to ASTM A6 or A568, as applicable, made by the Testing Laboratory with certified test reports paid for by the Contractor will be made to verify conformity with ASTM standards. Tests will be made for each 10 tons of material used, unless approved otherwise by the Owner.

E. Local Stock Steel:

1. Materials taken from stock by a fabricator for use for structural purposes must be of a quality at least equal to that required by the ASTM specifications applicable to the classification covering the intended use. Certified mill test reports will be accepted as sufficient record of the quality of materials carried in stock by the fabricator provided the stock steel can be identified by heat or melt numbers. In case of controversy, tests by the Testing Laboratory with certified reports as specified for mill order steel will be required.

2. If tests are required, test specimens will be taken by the Contractor under the direction of its Testing Laboratory and will be machined by the Testing Laboratory to dimensions as required by the applicable ASTM standards.

F. Shop Inspections and Tests:

1. The Testing Laboratory will provide inspection at the designated fabrication shops for the designated periods of time to perform shop inspection and tests. The designated fabrication shops and time periods of inspection will be determined

in consultation with the Owner prior to the start of fabrication in a timely manner so as to not delay the fabrication process. The following tests and inspections will be performed:

a. Review shop drawings and shop procedures with fabricator's supervisory personnel.

b. Request and obtain necessary mill certifications of steel and verify proper material throughout the duration of the Project.

c. Verify welding qualifications either by prequalification or by witnessing qualification tests.

d. Verify welder qualifications either by certification and/or by retesting. Obtain welder certificates.

e. Check layout and dimensions of jigs and fixtures for multiple fabrication, joint preparation, and fit up of members.

f. Verify welding electrodes to be used and other welding consumables as the Project progresses.

g. Check preheating procedures for uniformity and thoroughness through the full thickness of the material. Inspect preheating and interpass temperatures for conformance to AWS D1.1, Table 4.2. Verify procedure for control of distortion and shrinkage stresses.

h. Verify procedures for welding in accordance with applicable portions of Section 4, "Technique", AWS D1.1.

i. Inspect welding equipment for capacity, maintenance, and working condition.

j. Perform random dimensional checks of completed members.

k. Provide inspection of surface preparation for coating and coating operations.

l. Check shipping preparation schedules and obtain copies of shipping lists.

m. Check bolted connections according to inspection procedures outlined in the "Specification for Structural Joints" using ASTM A325 or A490 Bolts.

n. Make visual inspection of welding in progress for size, length, and quality.

o. Perform nondestructive examination services for various weldments of shop fabrication determined in consultation with the Contractor and Owner prior to the start of fabrication. The testing agency will submit recommendations to the Owner for approval as to the type of nondestructive inspection methods best suited to the member being tested. Specifically, the Testing Laboratory will provide a qualified

technician with the necessary equipment to perform the following:

(1) Nondestructive examination conduct in accordance with the specific requirements for the item being examined including radiographic, ultrasonic, magnetic particle, or dye penetrate inspection. All nondestructive inspection procedures will conform to Section 6 of AWS D1.1.

(2) Interpret, record, and report all results of the nondestructive tests.

(3) Mark for repair any area not meeting Specifications requirements. Correction of rejected welds will be made in accordance with Paragraph 3.7, "Corrections," AWS D1.1.

(4) Re-examine all repair areas and interpret, record, and report the results of examinations of repair welds.

p. Verify that quality of welds meet the requirements of Paragraph B.15, "Quality of Welds," AWS D1.1.

q. Unless otherwise specified, test all partial and complete penetration welds in connections of beams, girders, columns, trusses, and braces. Test a minimum of 10% of connections with fillet welds. Increase the testing rate for welders having a high rejection rate as required to ensure acceptable welds. Visual inspection is required for all welds. The costs of repairing all defective welds and the costs of retesting by the Testing Laboratory will be borne by the Contractor. If removal of a backing strip is required by the Testing Laboratory to investigate a suspected weld defect, such cost will be borne by the Contractor.

G. Field Inspections and Tests:

1. The Testing Laboratory will provide inspection in the field in a timely manner for a period of time as determined in consultation with the Owner prior to the start of erection so as to not delay the start of erection. The following tests and inspections will be made:

a. Obtain the planned erection procedure and review with the erector's supervisory personnel.

b. Check the installation of base plates for proper leveling, grout type, and grout application.

c. Verify field welding procedures and obtain welder certificates.

d. Check steel as received in the field for possible shipping damage, workmanship, and piece marking.

e. Check plumbness and frame alignment as erection progresses.

f. Check required camber of floor beams.

g. Check joint preparation and fit up, backing strips, and runout plates for welded moment connections and column splices.

h. Check preheating to assure proper temperature, uniformity, and thoroughness through the full material thickness.

i. Review welding sequence.

j. Visually inspect all field welding for size, length, and quality.

k. Perform nondestructive examination services for various weldments of field erection determined in consultation with the Contractor and Owner prior to the start of erection. The Testing Laboratory will furnish a qualified technician with the necessary equipment to perform radiographic, ultrasonic, magnetic particle, or dye penetrant inspection as required for the item being tested and other duties as outlined for shop inspection in the previous Section. Unless specified otherwise, check all partial and complete penetration welds in connections of beams, girders, columns, and braces. Check 10% of connections with fillet welds. Visual inspection is required for all welds.

l. Check calibration of impact wrenches used in field bolted connections.

m. Check high strength friction field bolted connections according to inspection procedures outlined in the "Specification for Structural Joints Using ASTM A3256 or A490 Bolts". Unless specified otherwise, test 10% of the bolts, but not less than two bolts, selected at random in each connection. If any bolt is found to be improperly tightened, test all bolts in the connection. Visually inspect all bearing type bolts to verify that the bolts are snug tight.

n. Visually inspect the welding of metal deck to the structure.

o. Perform field tests on 10% of completed shear connectors in each beam according to inspection procedures outlined in AWS D1.1.

2. The costs of repairing all defective welds and the costs of retesting by the Testing Laboratory will be borne by the Contractor. If removal of a backing strip is required by the Testing Laboratory to investigate a suspected weld defect, such cost will be borne by the Contractor.

H. Tests and Inspection of Sprayed-On Fireproofing:

1. The Testing Laboratory will confirm that sprayed-on fireproofing conforms to all performance criteria as specified in the Project Specifications by obtaining and reviewing manufacturer's certification or test reports.

2. The Testing Laboratory will sample sprayed-on fireproofing at each floor for each day’s operations and verify oven dry density and compression strength as

specified on the Drawings.

3. The Testing Laboratory will verify proper installation method, proper material, and proper material thickness for each day's operation.

4. The Testing Laboratory will randomly inspect the thickness of the sprayed-on fireproofing as specified in the UL designation numbers on the Drawings.

3.05 NON-SHRINK GROUT FOR BASE PLATES AND BEARING PLATES AND PRECAST PAVERS

A. Compressive Strength Tests (by the Testing Laboratory):

1. Compressive strength of grout will be determined by testing four cubes two inches in dimension according to the requirements of ASTM C109 "Compressive Strength of Hydraulic Cement Mortars." Each strength test will be the average of two 28 day strengths. Test one cube at seven days, two at 28 days, and one at 56 days, only if either 28 day test is low.

2. Frequency of Testing: One set of cubes (four cubes) will be made for every ten base plates and bearing plates or fraction thereof cut not less than one set for each day's operation. One set of cubes will be made for each day's operation of grouting wall panels.

3.06 OPEN WEB STEEL JOISTS

A. Scope: The Testing Laboratory will perform inspection of open web steel joists in the field as herein described.

1. Obtaining Manufacturer's Product Certification: The Testing Laboratory will obtain product certification for open web steel joists and joist girders as required by the Specifications.

2. The Testing Laboratory will perform the following field inspections:

a. Inspect joists for damage during shipment.

b. Verify proper bearing of joists supports.

c. Verify camber requirements of joists arriving in the field.

d. Confirm bridging size and location.

e. Confirm attachment of joists to supports (welding or bolting).

f. Confirm bolting of joists to supports at column lines as required by OSHA requirements.

g. Verify that no joists have been damaged during erection.

END OF SECTION

SECTION 01505 - TEMPORARY FACILITIES

PART 1 - GENERAL

1.01 DESCRIPTION

A. Specific administration and procedural minimum requirements are specified in this Section as extensions of this Contract as modified and other Contract Documents. Provisions of this Section are applicable to, but not by way of limitation, utility services, construction facilities, security and protection provisions, and support facilities. This Section specifies requirements for temporary services and facilities, including utilities, construction and support facilities, security and protection.

B. The Contractor will furnish, install, maintain, and protect temporary utilities, construction facilities, and controls necessary for construction at locations and in a manner which will be safe, nonhazardous, sanitary, protective of persons and property, and free of deleterious effects.

C. The Contractor will provide and maintain methods, equipment, and temporary construction as necessary to provide controls over environmental conditions at Project site and related areas under Contractor's control.

D. The Contractor will remove physical evidence of temporary facilities upon completion of Work and restore site to original condition to satisfaction of Owner.

E. The Contractor will provide temporary services and facilities ready for use when first needed to avoid delay in the Work. The Contractor will maintain, expand and modify as needed. Do not remove until no longer needed or replaced by authorized use of permanent facilities. Refer to Section 01315 - SCHEDULES, PHASING for additional requirements.

1. Temporary utilities required include, but are not limited to:

a. Water service and distribution.

b. Temporary electric power and light.

c. Telephone service.

d. Storm and sanitary sewer.

e. Building systems.

f. Internet service.

2. Temporary construction and support facilities required include, but are not limited to:

a. Temporary heat.

b. Field offices, guard shack, and storage sheds.

c. Sanitary facilities, including drinking water.

d. Temporary enclosures.

e. Hoists and temporary elevator use.

f. Temporary Project identification signs and bulletin boards.

g. Waste disposal services.

3. Security and protection requirements include, but are not limited to:

a. Temporary fire protection.

b. Barricades, warning signs, lights.

c. Environmental protection.

d. Temporary enclosures.

1.02 GENERAL DEFINITIONS

A. Energy Considerations: Administer the use of temporary facilities in a manner which conserves energy without delaying Work or endangering persons or property. The Contractor will comply with reasonable requests by the Owner.

B. Costs: Except as otherwise indicated, Contractor will pay for all costs associated with the temporary facilities, including use charges. Temporary facilities remain the property and responsibility of the Contractor.

C. Dust Control: Adequate measures will be taken by the Contractor to prevent the transfer of dust to all other areas.

D. Noise Control: Where Work is being conducted in or adjacent to occupied areas, the Contractor will make every effort to keep construction noise to a minimum.

E. Environmental Protection: Contractor will review exposure to possible environmental problems with the Owner and Design Professional. Contractor will establish procedures and discipline among tradesmen and provide needed facilities which will protect against environmental problems (erosion control at all laydown areas and trailer compounds, pollution of air, air quality, water and soil, excessive noise, and similar problems).

1.03 QUALITY ASSURANCE

A. Regulations: The Contractor shall comply with industry standards and applicable laws and regulations of authorities having jurisdiction, including, but not limited to:

1. Building Code requirements.

2. Health and safety regulations.

3. Utility company regulations.

4. Police, Fire Department and Rescue Squad rules.

5. Environmental protection regulations.

B. Standards: Comply with the requirements of NFPA Code 241, "Building Construction and Demolition Operations", ANSI-A10 Series standards for "Safety Requirements for Construction and Demolition", and the NECA Electrical Design Library, "Temporary Electrical Facilities."

1. The Contractor shall refer to "Guidelines for Bid Conditions for Temporary Job Utilities and Services," prepared jointly by AGC and ASC, for industry recommendations.

2. The Contractor shall comply with NEMA, NECA and UL standards and regulations for temporary electric service. Install service in compliance with National Electric Code (NFPA 70).

C. Inspections: The Contractor shall inspect and test each service before placing temporary utilities in use. The Contractor shall arrange for authorities having jurisdiction to inspect and test each temporary utility before use. The Contractor shall obtain required certifications and permits.

1.04 SUBMITTALS

A. Reports and Tests:

The Contractor shall submit copies of reports and permits required or necessary for installation and operation, including reports of tests, inspections and meter readings performed on temporary utilities and permits and legal description of easements necessary for installation, use and operation.

B. Implementation and Termination Schedule:

The Contractor shall submit a schedule indicating implementation and termination of each temporary utility within 15 days of the date established for commencement of the Work.

1.05 PROJECT CONDITIONS

A. Temporary Utilities:

At the earliest feasible time, when acceptable to the Owner and Design Professional, change over from use of temporary service to use of permanent service.

B. Conditions of Use:

The Contractor shall keep temporary services and facilities clean and neat in appearance. The Contractor shall operate in a safe and efficient manner. The Contractor shall take necessary fire prevention measures. The Contractor shall not overload facilities or permit them to interfere with progress. The Contractor shall not allow hazardous, dangerous or unsanitary conditions, or public nuisances to develop or persist on the Project site.

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

3.01 INSTALLATION

A. General: The Contractor shall use qualified tradesmen for installation of temporary services and facilities, or to disconnect existing services or facilities that must be temporarily removed to complete the Work. The Contractor shall locate temporary services and facilities where they will serve the entire Project adequately and result in minimum interference with performance of the Work and the operation of the Airport.

B. The Contractor shall ensure that the proper permits are secured before starting any utility Work. The Contractor shall require that tradesmen accomplishing this Work be licensed as required by local authority for the Work performed.

C. The Contractor shall relocate, modify, and extend services and facilities, as required, during the course of the Work so as to accommodate the entire Work of the Project. The Contractor shall not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.02 TEMPORARY STAGING AREAS

A. The staging area(s) located within the property defined as Tampa International Airport to be used to house the Contractor's field offices will be coordinated with Owner. The layout of the staging area(s) will be coordinated with the Owner.

B. The Contractor may provide a trailer or portable type field office for its own use. Location of field office will be approved by the Owner. Costs for connections to utilities will be paid for by the Contractor. Water, electric and telephone may be available at that location. The Contractor is responsible for obtaining and paying for all utilities that it requires.

C. The Contractor may erect and maintain throughout the life of the Contract, at Contractor's expense, a floor to ceiling plywood Type 1 barricade around the perimeter of each staging area used (or a six foot high chain link fence around the perimeter of each staging area used). Contractor may also install vehicle and pedestrian gates as necessary to provide adequate ingress/egress to its exclusive sites. The Contractor is solely responsible for its own security. Upon completion of all Work, Contractor shall remove all

construction barricades from the Project site.

3.03 TEMPORARY STORAGE AND SPOIL AREAS

A. The Contractor's vehicles, equipment, and materials will be stored in the staging area designated on the Drawings or as modified per the Owner. Upon completion of the Work, the storage areas will be cleaned-up and returned to their original condition to the satisfaction of the Owner. No special payment will be made for clean-up and restoration of the storage area. Personal vehicles will not be permitted beyond the Contractor's staging area. Drivers of personal vehicles being operated beyond the Contractor's staging area will be subject to loss of permission to enter the construction site.

B. Stockpile areas will be used to store all materials needed for the Project and may or may not be fenced at the Owner's option. However, red flashing barricades will be installed where potential conflicts with air or ground vehicular traffic might occur. Stockpiles will not penetrate the FAR Part 77 imaginary surfaces. Stockpile areas will be used to store all materials needed for the Project and must be accommodated within the work area.

C. If storage areas are needed, the Contractor will request them from the Owner. The request will be reviewed on the basis of what is to be stored and the area needed. The Contractor will provide all necessary fencing and/or security.

D. All waste material, including rubble and debris, and environmental hazardous material will be removed from the Airport at the Contractor's expense. No hazardous materials will be stored within the Airport complex. Burning on Airport property is prohibited.

E. Equipment not in use during construction, nights, and/or holidays will be parked in the staging area. Exceptions will only be approved by the Owner when absolutely necessary. Parking of construction worker's private vehicles will also be within the staging area.

3.04 TEMPORARY UTILITY INSTALLATION

A. General:

1. The Contractor will coordinate the requirements for temporary utilities with the Owner and will install at the Contractor's expense all necessary utilities in a safe, acceptable manner. Should leaks, breaks, etc., occur during installation or use, the Contractor will immediately notify the Owner and the appropriate utility personnel and promptly repair the utility so as to keep disruption of service to a minimum.

2. Engage the appropriate local utility company to install temporary service or connect to existing service. Where the company provides only part of the service, provide the remainder with matching, compatible materials and equipment. Comply with the company's recommendations.

    a. Arrange with the company and existing users for a time when service can be interrupted, where necessary, to make connections for temporary

service.

b. Provide adequate capacity at each stage of construction. Prior to temporary utility availability, provide trucked-in services.

c. Cost or use charges for temporary facilities are not chargeable to the Owner, with exception of the utilities furnished by the Owner as defined under Section 01505, Item 3.04, Paragraph B.1 and Item 3.04, Paragraph C.1., and will not be accepted as a basis of claims for a Change Order. All utility costs shall be at the Contractor's expense.

B. Water Service:

1. General: The Contractor will provide and pay for all water except within existing building structures where, if possible, the Owner will furnish water at the nearest available potable water outlet. Water connection (without charge) to Owner's existing potable water system is limited to one 3/4" pipe-size connection, and a maximum flow of 10 gpm to the cold water supply. The Contractor shall install using vacuum breakers or other backflow preventer as required by local authority.

a. The Contractor shall maintain hose connections and outlet valves in leak proof condition. Where finish work below an outlet might be damaged by spillage or leakage, the Contractor shall provide a drip pan of suitable size to minimize the possibility of water damage. The Contractor shall drain water promptly from pans as it accumulates.

2. Temporary Water Service Connection: Contractor may use the Owner's water as described above in Paragraph 3.04, B.1. for this Project; however, all connections to the Owner's water system will include backflow protection. Valves will be temperature and pressure rated for operation of the temperatures and pressures encountered. After completion of use, connections and fittings will be removed without damage or alteration to existing water piping and equipment. Leaking or dripping valves will be piped to the nearest drain or located over an existing sink or grade where water will not damage existing finishes or equipment.

3. Water Hoses: The Contractor shall employ heavy-duty abrasion-resistant hoses with a pressure rating greater than the maximum pressure of the water distribution system to provide water into each work area. The Contractor shall provide fittings as required to allow for connection to existing wall hydrants or spouts, as well as temporary water heating equipment, branch piping, showers, shut-off nozzles and equipment.

4. The Contractor shall install water service and distribution piping of sizes and pressures adequate for construction until permanent water service is in use.

5. The Contractor shall sterilize temporary potable water piping prior to use.

6. Non-Potable Water: Where non-potable water is used, the Contractor shall mark

each outlet with adequate health-hazard warning signs.

C. Electrical Service:

1. General: The Contractor will provide and pay for all electricity. The Contractor is responsible for obtaining and paying for all required permits and for temporary electric connections, maintenance, installation and removal, and other attributable costs.

a. The Contractor shall provide a weatherproof, grounded temporary electric power service and distribution system of sufficient size, capacity, and power characteristics to accommodate performance of Work during the construction period. The Contractor shall install temporary lighting adequate to provide sufficient illumination for safe work and traffic conditions in every area of Work.

b. The Contractor shall supply temporary electrical service to construction site utilizing a State of Florida Certified Electrician. Contractor will comply with applicable NEMA, NECA and UL standards and governing regulations for materials and layout of temporary electric service.

c. The Contractor shall provide weather tight, grounded, temporary electrical service-entrance and distribution system, with automatic ground-fault circuit interrupters and ground-fault interrupter features of proper types, sizes, electrical ratings and characteristics to fulfill Project requirements during construction period.

d. The Contractor shall provide meters, transformers, and over current protective devices at main distribution panel for power and light circuitry. Provide disconnections for equipment circuits. The Contractor shall coordinate installation of all temporary wiring with the Owner.

e. The Contractor shall connect service to local power company main supply in the manner directed by utility company officials. The Contractor shall pay usage charges for electricity used by entities authorized to perform the Work at the Project site. The Contractor shall exercise control over power usage to conserve energy.

f. Except where overhead service must be used, the Contractor shall install electric power service underground.

g. The Contractor shall provide temporary power, telephone, and system connections, where required by the Owner, to continue operation of existing equipment or systems during construction.

h. The Contractor shall replace all damaged receptacles. The Contractor shall provide temporary extension rings, wiring, boxes, and related hardware to allow power, telephone, and systems to function normally during the interim period between removal of existing surface

treatment(s) and installation of new treatment.

i. All electrical conductors for temporary power and lighting will be placed in conduits if exposed to public view. All temporary wiring for communication, security, fire protection and signal systems will be installed in accordance with all appropriate codes and will also be placed in conduits if exposed to public view.

2. Power Distribution System:

a. All wiring and grounding will meet all safety requirements of the National Electrical Code and all federal, state and local requirements. In addition, all wire will be so sized that it is not overloaded according to the National Electrical Code, and all wire used will be fused to adequately protect that wire according to the National Electric Code referred to.

b. The Contractor shall provide circuits of proper sizes, characteristics, and ratings for each use indicated. The Contractor shall install wiring overhead and risers vertically where least exposed to damage. The Contractor shall provide rigid steel conduit to protect wiring on grade, floors, decks or other areas exposed to possible damage.

c. The Contractor shall provide properly configured NEMA polarized outlets to prevent insertion of 110-120 Volt plugs into higher voltage outlets. The Contractor shall provide receptacle outlets equipped with ground-fault circuit interrupters, reset button and pilot light for connection of power tools and equipment.

d. Electric power will be limited to 120-Volts for lighting and hand tools that can be operated on a circuit protected at 15-Amps.

e. The Contractor shall provide grounded extension cords and use “hard service” cords where exposed to abrasion and traffic. The Contractor shall provide weatherproof connectors to connect separate lengths of electric cords if single lengths will not reach areas where construction activities are in progress.

f. Lockout: In all facilities, wherever possible, the Contractor shall lockout all existing power to or through the Work area as described below. Unless specifically noted otherwise, existing power and lighting circuits to the Work area are not to be used. All power and lighting to the Work area are to be provided from temporary electrical panel described below.

(1) The Contractor shall lockout power to Work area by switching of all breakers serving power or lighting circuits in Work area. The Contractor shall label breakers with tape over breaker with notation “DANGER circuit being worked on.” All panels shall be locked and all keys shall be under the control of Contractor’s Superintendent or the Owner.

(2) The Contractor shall lockout power to circuits running through Work area wherever possible by switching off all breakers serving these circuits. The Contractor shall label breakers with tape over breaker with notation “DANGER Circuit Being Worked On.” The Contractor shall sign and date danger tag All panels shall be locked and all keys shall be under the control of Contractor’s Superintendent or the Owner. If circuits cannot be shut down for any reason, the Contractor shall label at intervals 4'-0" on center with tags reading, “DANGER Live Electric Circuit Electrocution Hazard.”

g. Temporary Electrical Panel: The Contractor shall provide temporary electrical panel sized and equipped to accommodate all electrical equipment and lighting required by the Work. The Contractor shall connect temporary panel to existing facility electrical system. The Contractor shall protect with circuit breaker or fused disconnect. The Contractor shall locate temporary panel as directed by the Owner.

h. Circuit Protection: The Contractor shall protect each circuit with a ground fault circuit interrupter (GFCI) of proper size located in the temporary panel. The Contractor shall not use outlet type GFCI devices.

i. Temporary Wiring: Inside the Work area or above the Work platforms will be type UF non-metallic sheathed cable located overhead and exposed for surveillance. The Contractor shall not wire temporary lighting with plain, exposed (insulated) electrical conductors. The Contractor shall provide liquid tight enclosures or boxes for wiring devices.

j. Number of Branch Circuits: The Contractor shall provide sufficient branch circuits as required by the Work. All branch circuits are to originate at temporary electrical panel.

3. Temporary Lighting:

a. Lockout: In facilities, wherever possible, the Contractor shall lockout all existing power to lighting circuits in Work area. Unless specifically noted otherwise, existing lighting circuits to the Work area are not to be used. All lighting to the Work area is to be provided from temporary electrical panel described above.

b. The Contractor shall provide inside the Work areas or above the Work platforms the following where natural lighting or existing facility lighting does not meet the required light level:

(1) One 200-Watt incandescent lamp per 1,000 square feet of floor area, uniformly distributed, for general construction lighting or equivalent of a similar nature. In corridors and similar construction traffic areas provide one 100-Watt incandescent

lamp every 50 feet. In stairways and at ladder runs in construction areas, provide one lamp minimum per story, located to illuminate each landing and flight. Provide sufficient temporary lighting to ensure proper workmanship everywhere by combined use of daylight, general lighting, and portable plug-in task lighting.

c. The Contractor shall provide lighting in areas where Work is being performed.

d. The Contractor shall provide lighting in any area being subjected to a visual inspection as required to supply a 100 foot candle minimum light level.

e. Wherever overhead floor or roof deck has been installed, the Contractor shall provide temporary lighting with local switching.

f. The Contractor shall install and operate temporary lighting that will fulfill security and protection requirements without operating the entire system, and will provide adequate illumination for construction operations and traffic conditions.

g. The Contractor shall provide general service fluorescent lamps of wattage required for adequate illumination. The Contractor shall protect lamps with guard cages or tempered glass enclosures. The Contractor shall provide exterior type fixtures where exposed to weather or moisture. The Contractor shall provide local switching to allow lights to be turned off in patterns to conserve energy.

h. Number of Lighting Circuits: The Contractor shall provide sufficient lighting circuits as required by the Work. All lighting circuits are to originate at temporary panel.

i. Circuit Protection: The Contractor shall protect each circuit with a ground fault circuit interrupter (GFCI) of proper size located in the temporary panel.

D. Temporary Telephones:

Where existing telephone service is unavailable, the Contractor may install a temporary telephone at the Contractor's own expense. All charges for calls made from such telephone will be paid by the Contractor.

E. Sewers and Drainage:

1. If sanitary sewers are available, the Contractor shall provide temporary connections to remove effluent that can be lawfully discharged. If sanitary sewers are not available or cannot be used, the Contractor shall provide containers to remove and dispose of effluent off the Project site in a lawful manner.

a. The Contractor shall connect temporary sewers to the municipal system as directed by the City of Tampa Sewer Department Officials.

b. The Contractor shall maintain temporary sanitary sewer facilities in a clean, sanitary condition.

2. If drainage systems are available, the Contractor shall provide temporary connections to remove stormwater that can be lawfully discharged. If drainage systems are not available, the Contractor shall provide drainage ditches, dry wells, stabilization ponds and similar facilities. The Contractor shall provide earthen embankments and similar barriers in and around excavations and subgrade construction sufficient to prevent flooding by runoff of stormwater from heavy rains.

a. The Contractor shall filter out excessive amounts of soil, construction debris, chemicals, oils and similar contaminates that might clog storm sewers or pollute waterways before discharge.

b. The Contractor shall maintain drainage facilities in a clean, sanitary condition. Following heavy use, restore normal conditions promptly.

F. Internet Service:

If available, the Contractor may install internet service at the Contractor's own expense. All charges will be paid by the Contractor.

3.05 TEMPORARY CONSTRUCTION AND SUPPORT FACILITIES INSTALLATION

A. General:

1. The Contractor shall locate field offices, storage sheds, sanitary facilities and other temporary construction and support facilities for easy access.

2. The Contractor shall maintain temporary construction and support facilities until no longer necessary for the Work.

3. The Contractor shall provide incombustible construction for offices, shops and sheds located within the construction area, or within 30 feet of building lines. The Contractor shall comply with requirements of NFPA 241.

4. The Contractor will furnish all temporary wiring, piping connection and other apparatus that is needed to operate the utilities and will remove all evidence of same when Work is complete.

5. The Contractor will be responsible for obtaining and paying for utilities that Contractor requests at the Project site, except for the utilities furnished by the Owner as defined under Section 01505, Item 3.04, Paragraph B1 and Item 3.04, Paragraph C1.

6. The Contractor will at all times protect excavations, trenches, buildings, and materials from rain water, ground water, backup and leakage of sewers, drains, other piping, and from water of any other origin, and will remove promptly all accumulation of water. The Contractor will provide and operate all pumps, piping and other equipment necessary to this end.

7. The Contractor shall provide facilities and services as necessary to effectively protect Project from losses and persons from injury during the course of the Work.

8. The existing utilities will not be modified for use by the Contractor.

9. The Contractor shall not interrupt existing services serving occupied or used facilities, except when authorized in writing by the Owner. The Contractor shall provide temporary services during interruptions to existing utilities, as acceptable to the Owner.

10. The Contractor shall provide scaffolds, staging, ladders, stairs, ramps, runways, platforms, railings, hoists, cranes, chutes, other facilities, and equipment required by personnel and required to perform Work and facilitate inspection.

11. The Contractor shall comply with reasonable requests of governing authorities performing inspections.

12. When permanent stairs are available for access during construction, the Contractor shall protect surface by covering to prevent damage and deterioration at time of Substantial Completion.

B. Field Offices:

The Contractor shall provide insulated, weather tight temporary offices of sufficient size to accommodate required office personnel at the Project site. The Contractor shall keep the office clean and orderly for Contractor's use, Owner's use and for progress meetings. The Contractor shall furnish and equip offices with adequate furniture, heat, air conditioning, lights, telephones, water cooler, private toilet complete with water closet, lavatory, mirror, medicine cabinet and janitor services. Location of field office will be approved by the Owner. Costs for connections to utilities (electrical power, water, sanitary sewer, etc.) will be paid for by the Contractor. Contractor is responsible for obtaining and paying for all utilities that Contractor requires, except for the utilities furnished by the Owner under Section 01505, Item 3.04, Paragraph B1 and Item 3.04, Paragraph C1.

C. Storage and Fabrication Sheds:

The Contractor shall install storage and fabrication sheds, sized, furnished and equipped to accommodate materials and equipment involved, including temporary utility service. Sheds may be open shelters or fully enclosed spaces within the building or elsewhere on the Project site.

D. Temporary Heat:

1. The Contractor shall provide temporary heat required by construction activities, for curing or drying of completed installations or protection of installed construction from adverse effects of low temperatures or high humidity. The Contractor shall select safe equipment that will not have a harmful effect on completed installations or elements being installed. The Contractor shall coordinate ventilation requirements to produce the ambient condition required and minimize consumption of energy.

2. The Contractor shall provide adequate forced ventilation of enclosed areas for curing of installed materials, to disperse humidity, and to prevent hazardous accumulations of dust, fumes, vapors, or gases.

3. Prior to enclosure, the Contractor shall provide heating as necessary to protect Work, materials, and equipment against damage from dampness and cold.

4. The Contractor shall provide connections to existing facilities and extend and supplement with temporary units as required to comply with requirements.

5. The Contractor shall provide temporary heating units that have been tested and labeled by UL, FM or other recognized trade associations related to the type of fuel being consumed.

6. Heating Facilities:

a. Except where use of the permanent system is authorized, the Contractor shall provide vented self-contained LP gas or fuel oil heaters with individual space thermostatic control.

b. Use of gasoline-burning space heaters, open flame, or salamander type heating units is prohibited.

E. Temporary Paving:

1. The Contractor shall construct and maintain temporary roads and paving to adequately support the indicated loading and to withstand exposure to traffic during the construction period. The Contractor shall locate temporary paving for roads, storage areas and parking where the same permanent facilities will be located. The Contractor shall review proposed modifications to permanent paving with the Owner.

2. Temporary paving will comply with applicable requirements of the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, latest edition, as amended.

3. The Contractor shall coordinate temporary paving development with subgrade grading, compaction, installation and stabilization of subbase, and installation of

base and finish courses of permanent paving.

4. The Contractor shall install temporary paving to minimize the need to rework the installations and to result in permanent roads and paved areas that are without damage or deterioration when occupied by the Owner.

5. The Contractor shall delay installation of the final course of permanent asphalt concrete paving until immediately before Substantial Completion. The Contractor shall coordinate with weather conditions to avoid unsatisfactory results.

6. The Contractor shall extend temporary paving in and around the construction area as necessary to accommodate delivery and storage of materials, equipment usage, administration and supervision.

F. Sanitary Facilities:

1. The Contractor shall include temporary toilets, wash facilities and drinking water fixtures. The Contractor shall comply with regulations and health codes for the type, number, location, operation and maintenance of fixtures and facilities. The Contractor shall install where facilities will best service the Project's needs.

2. The Contractor shall provide toilet tissue, paper towels, paper cups and similar disposable materials for each facility. The Contractor shall provide covered waste containers for used material.

3. Toilets:

a. Use of the Owner's existing toilet facilities will not be permitted.

b. The Contractor shall install single occupant, self-contained toilet units of a chemical type, properly vented and fully enclosed with a shell of glass fiber, reinforced polyester or other similar non-absorbent material. Use of pit-type privies will not be permitted. The Contractor shall provide minimum ratio of one toilet per 25 construction personnel, or a greater number of toilets if required by governing regulations. The Contractor shall provide separate toilet facilities for male and female personnel. The Contractor shall thoroughly disinfect toilet facility a minimum of two times each week. The Contractor shall provide means to lock door from outside and keep locked at all times except during hours that construction personnel are at Project.

G. Wash Facilities:

1. The Contractor shall install wash facilities supplied with potable water at convenient locations for personnel involved in handling materials that require wash-up for a healthy and sanitary condition. The Contractor shall dispose of drainage properly. The Contractor shall supply cleaning compounds appropriate for each condition.

2. The Contractor shall provide safety showers, eye-wash fountains and similar facilities for convenience safety and sanitation of personnel.

H. Drinking Water Fixtures:

The Contractor shall provide drinking water fountains including paper supply.

I. Drinking Water Facilities:

1. The Contractor shall provide containerized tap-dispenser bottled-water type drinking water units, including paper supply.

2. Where power is accessible, the Contractor shall provide electric water coolers to maintain dispensed water temperature at 45° to 55° F (7° to 13° C).

3. Drinking and Water Fixtures: The Contractor shall provide drinking water fountains where and when piped potable water, approved by local authorities, is reasonably accessible from permanent or temporary lines. Otherwise, the Contractor shall provide electric cooled bottled water type drinking water units spaced so that personnel at Project site will travel not more than 300 feet.

4. The Contractor will provide all temporary lines and connection from existing sources of the water as required for the Work. The Contractor shall be responsible for proper drainage of water used.

J. Dewatering Facilities and Drainage:

The Contractor shall maintain construction work free of water accumulation. The Contractor shall not endanger the Work or adjacent properties.

K. Miscellaneous Facilities:

The Contractor shall provide miscellaneous facilities as needed, including ladders, runways, shoring, scaffolding, railing, bracing, barriers, closures, platforms, temporary partitions, and similar items.

L. Temporary Enclosures:

1. The Contractor shall provide temporary enclosure for protection of construction in progress and completed from exposure, foul weather, other construction operations and similar activities.

2. Where heat is needed and the permanent building enclosure is not complete, the Contractor shall provide temporary enclosures where there is no other provision for containment of heat. The Contractor shall coordinate enclosure with ventilation and material drying or curing requirements to avoid dangerous conditions and effects.

3. The Contractor shall install Type 1 barricades securely with incombustible wood

framing and other materials. The Contractor shall close openings of 25 square feet or less with plywood or similar materials.

4. The Contractor shall close openings through floor or roof decks and horizontal surfaces with load-bearing wood-framed construction.

5. Where temporary wood or plywood enclosure exceeds 100 square feet in area, the Contractor shall use UL-labeled fire-retardant treated material for framing and main sheathing. For job-built temporary offices, shops and sheds within the construction area, the Contractor shall provide UL labeled, fire treated lumber and plywood for framing, sheathing and siding.

M. Temporary Lifts and Hoists:

The Contractor shall provide facilities for hoisting materials and employees. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities. The Contractor shall not permit employees to ride hoists which comply only with requirements for hoisting materials.

N. Temporary Elevator Use:

The Contractor shall use Owner's Service Elevator ONLY, upon Owner's approval.

O. Project Identification and Temporary Signs:

1. The Contractor shall prepare project identification and other signs of the size indicated. The Contractor shall install signs where indicated to inform the public and persons seeking entrance to the Project.

2. Contractor's identification sign located at its staging area:

a. Contractor may provide one 8 foot x 4 foot x 3/4" exterior grade plywood sign, properly supported with bottom 6 foot above grade. The Contractor shall engage professional sign painter to apply graphics and lettering as approved by Owner. NO OTHER SIGNS ARE PERMITTED WITHIN THE AIRPORT COMPLEX.

b. All signs must be pre approved by Owner. Signs must follow the Owner's standards with regards to font, style, color, and size. When appropriate, the temporary sign shall closely resemble the final sign.

P. Stairs:

Until permanent stairs are available, the Contractor shall provide temporary stairs where ladders are not adequate. The Contractor shall cover finished permanent stairs with a protective covering of plywood or similar material so finishes will be undamaged at the time of acceptance.

3.05 SECURITY AND PROTECTION FACILITIES INSTALLATION

A. General:

1. The Contractor shall provide a neat and uniform appearance in security and protection facilities acceptable to the Owner. The Contractor shall maintain site in a safe, lawful and publicly acceptable manner. The Contractor shall take necessary measures to prevent erosion.

2. Temporary Construction Barricades:

a. A barricade plan will be submitted to and approved by the Owner prior to the start of any Work. Following approval and subsequent installation of barricades, a representative from the Owner will inspect the Work to insure compliance with the barricade plan and the following requirements.

b. The Contractor will be fully responsible for the protection of the public and adjacent areas during the construction process. The Contractor shall safely isolate the construction areas while maintaining normal airport operations. The Contractor will use temporary barricades of the following types:

(1) Type 1 Terminal Construction Barricades:

- Barricade walls will be constructed with a minimum of ½" AC-1 plywood panels, UL labeled fire-retardant treated as required, with the grain orientated vertically, securely fastened to 2 x 4 wood or steel stud framing, minimum 24" on center, capable of structurally supporting barricades up to 21' high.

- Fastening devices will not protrude or present a hazard on the public side.

- Framing will be on the non-public side of the barricade.

- Barricades will run from floor to bottom of ceiling secured without nailing to the floor or ceiling, and they will be plumb and aligned in a straight line utilizing appropriate bracing.

- Sections will fit together tightly to present a first class appearance and will not permit light to show through to the public.

- Corners of the barricades will be at four foot wide 45˚ angles with tapered plywood edges.

- Floor covering under the barricade will be protected with

½" plywood and 6 mil. plastic.

- The non-public side of the barricade will be lined with 6 mil. plastic for dust control, and all joints of the plastic will be taped to prevent dust from escaping.

- All barricade material, work platforms, and scaffold systems (including support systems) will be pre-painted prior to delivery to the Project with paint in a color selected by the Owner. The Type 1 barricade material will be pre-painted prior to delivery to the Project with a textured latex paint in a color selected by the Owner.

- All screws on the public side, as well as doors and frames, will be painted.

- Barricades, work platforms, and scaffold systems will be painted to represent a finished appearance in the view of the public that is compatible with adjacent areas.

- Wood doors, 1-3/8" to 1-3/4" hollow core, located in barricades, will swing inward into the construction area and will be locked when not in use with a common key passage door lockset. When fire code dictates, doors will be constructed in a recessed enclosure and swing outward. Doors will be installed in pre-hung frames.

- The Contractor will provide walk-offs (4' x 6' minimum) inside the barricade area and keep the mats and the area in front of the mats clean.

- The Owner will be given copies of all barricade keys.

- Erecting and dismantling of all barricades will be performed between the hours indicated elsewhere in the Contract Documents and with prior approval of and coordination with the Owner.

(2) Type 2 Terminal Short-Term Barricades:

- In the event that very short-term work is required within, overhead or above the ceiling of the public and tenant areas of the Airport Administrative Offices Building, the work side will be separated from the common-use public areas by temporary barricades.

- Work can only be accomplished in (or above) the public and tenant areas between the hours of 12:00 a.m. and 8:00 a.m. on the Transfer Level, 12:00 p.m. midnight and

8:00 a.m. on the Baggage Claim Level, 9:00 p.m. and 5:00 a.m. on the Ticketing Level, and 12:00 p.m. midnight and 8:00 a.m. in the Airport Administrative Offices Building.

- Erecting and dismantling of all barricades will be performed between the hours described above and with prior approval of and coordination with the Owner.

- All temporary barricades will be removed by 8:00 a.m. each morning on the Transfer Level, the Baggage Claim Level and Airport Administrative Offices Building, and by 5:00 a.m. on the Ticketing Level.

- Short-term barricades will be solid panels, a minimum of 4' height, using a minimum of 1/2" AC-1 plywood, securely fastened to 1 x 2 wood framing (minimum of 24" on center). Panels will be hinged with all hardware on the non-public side.

- All bracing will be on the non-public side of the barricade.

- The public side of the panels will be painted with textured latex paint in a color selected by the Owner.

- Barricade sections will be fitted together to prevent accidental entry into the Work area by Airport patrons.

- Fastening devices will not protrude or present a hazard on the public side. Floor covering inside the barricade will be protected with 1/2" plywood and 6 mil plastic.

(3) Road Barricades:

- Roadway barricades will be in accordance with FDOT Roadway and Design Standards and in accordance with the Contract Documents.

(4) Airfield Barricades:

- Runway and taxiway barricades will be in accordance with Owner Standard Low Profile Barricade Specifications.

c. If at any time barricades are not maintained to these standards, or if the public areas are not protected from excessive noise, dust, or other interference, the Contractor will be required to cease all Work until the non-conforming situation is corrected.

d. The Contractor shall provide warning signs and lighting where needed,

including steady burn red lights where appropriate. The Contractor shall comply with recognized standards and code requirements.

e. Contractor will cooperate and coordinate with Owner for installation of all barricades to allow continuous Airport operations. Access will be maintained into all Building Tenant spaces and existing mechanical and electrical control devices.

B. Temporary Fire Protection:

Until fire protection needs are supplied by permanent facilities, the Contractor shall install and maintain temporary fire protection facilities of the types needed to protect against reasonably predictable and controllable fire losses. The Contractor shall comply with NFPA 10 "Standard for Portable Fire Extinguishers," and NFPA 241 "Standard for Safeguarding Construction, Alterations and Demolition Operations."

1. The Contractor shall locate fire extinguishers where convenient and effective for their intended purpose, but not less than one extinguisher on each floor at or near each usable stairwell.

2. The Contractor shall store combustible materials in containers in fire-safe locations.

3. The Contractor shall maintain unobstructed access to fire extinguishers, fire hydrants, temporary fire protection facilities, stairways and other access routes for fighting fires. The Contractor shall prohibit smoking in hazardous fire exposure areas.

4. The Contractor shall provide and maintain temporary fire protection during construction in accordance with requirements of the local protection code.

5. The Contractor shall provide Type "A" fire extinguishers for temporary offices and similar spaces where there is minimal danger of electrical or grease-oil flammable liquid fires. In other locations, the Contractor shall provide type "ABC" dry chemical extinguishers, or a combination of several extinguishers of NFPA recommended types for the exposures in each case. Extinguishers will have a minimum UL rating of AZ-10BC.

6. The Contractor shall provide supervision of welding operations, combustion type temporary heating units, and similar sources of fire ignition.

C. Permanent Fire Protection:

At the earliest feasible date in each area of the Project, the Contractor shall complete installation of the permanent fire protection facility, including connected services, and place into operation and use. Instruct key personnel on use of facilities.

D. Security Enclosure and Lockup:

1. Storage:

   Where materials and equipment must be stored and are of value or attractive for theft, the Contractor shall provide a secure lockup. The Contractor shall enforce discipline in connection with the installation and release of material to minimize the opportunity for theft and vandalism.

2. The Contractor shall erect weatherproof closures for exterior openings.

3. The Contractor shall erect and maintain dustproof partitions composed of gypsum board and wood studs to prevent spread of dust, fumes, and smoke to other parts of the building.

E. Environmental Protection:

1. The Contractor shall provide protection, operate temporary facilities and conduct construction in ways and by methods that comply with environmental regulations and minimize the possibility that air, waterways and subsoil might be contaminated or polluted or that other undesirable effects might result. The Contractor shall avoid use of tools and equipment which produce harmful noise. The Contractor shall restrict use of noise-making tools and equipment to hours that will minimize complaints from persons or firms near the Project site.

2. The Contractor shall install and operate temporary facilities and perform construction activities in a manner which will be reasonably conservative and avoid waste of energy and materials including water.

3. The Contractor shall provide facilities, establish procedures, and conduct construction activities in compliance with regulations controlling construction activities at Project site.

4. The Contractor shall designate one person to enforce strict discipline on activities related to generation of wastes, pollution of air, water, and soil, generation of noise, and similar harmful or deleterious effects which might violate regulations or reasonably irritate persons at or in vicinity of Project site and inform Owner of designee.

F. Dust Control:

The Contractor shall provide positive methods and apply dust control materials to minimize raising dust from construction operations. The Contractor shall provide positive means to prevent airborne dust from dispersing into atmosphere.

G. Water Control:

1. The Contractor shall provide methods to control surface water to prevent damage to Project site and adjoining properties.

2. The Contractor shall control fill, grading, and ditching to direct surface drainage

away from excavations, pits, tunnels, and other construction areas, and to direct drainage to proper runoff.

3. The Contractor shall provide, operate, and maintain hydraulic equipment of adequate capacity to control surface and runoff water.

4. The Contractor shall dispose of drainage water in manner that prevents flooding, erosion, or other damage to any portion of Project site or adjoining areas.

H. Pest and Rodent Control:

1. The Contractor shall provide pest and rodent control as necessary to prevent infestation of construction or storage area.

2. The Contractor shall employ methods and use materials which will not adversely affect conditions at Project site and on adjoining properties.

3. Should use of rodenticides or pesticides be considered necessary, the Contractor shall submit informational copy of proposed program to Owner. Clearly indicate:

a. Area or areas to be treated.

b. Materials to be used, with copy of manufacturer's printed instructions.

c. Pollution preventative measures to be employed.

4. Use of any rodenticide or pesticide will be in full accordance with manufacturer's printed instructions and recommendations.

5. Before foundation Work has been completed, the Contractor shall retain a local exterminator or pest control company to recommend practices to minimize attraction and harboring of rodents, roaches and other pests. The Contractor shall employ this service to perform extermination and control procedures at regular intervals so that the Project will be relatively free of pests and their residues at Substantial Completion of the whole Work. The Contractor shall perform control operations in a lawful manner using environmentally safe materials.

I. Debris Control:

1. The Contractor shall maintain areas under Contractor's control free of extraneous debris.

2. The Contractor shall initiate and maintain specific program to prevent accumulation of debris at construction site, storage and parking area, or along access roads and haul routes.

a. The Contractor shall provide containers for deposit of debris as specified.

b. The Contractor shall prohibit overloading of trucks to prevent spillages on access and haul routes.

c. The Contractor shall provide periodic inspection of traffic areas to enforce requirements.

3. The Contractor shall schedule daily collection and disposal of debris.

4. The Contractor shall provide additional collections and disposal of debris whenever periodic schedule is inadequate to prevent accumulation.

5. The Contractor shall transport debris and waste material in covered trucks.

J. Pollution Control:

The Contractor shall:

1. Provide methods, means, and facilities required to prevent contamination of soil, water, or atmosphere by discharge of noxious substances from construction operations.

2. Provide equipment and personnel and perform emergency measures required to contain any spillage, and remove contaminated soil or liquids.

3. Excavate and dispose of contaminated earth off site in accordance with local environmental regulations and replace with suitable clean, compacted fill and topsoil.

4. Take special measures to prevent harmful substances from entering public waters.

5. Prevent disposal of wastes, effluents, chemicals, or other such substances adjacent to streams or in sanitary or storm sewers.

6. Provide systems for control of atmospheric pollutants.

7. Prevent toxic concentrations of chemicals.

8. Prevent harmful dispersal of pollutants into atmosphere.

K. Erosion Control:

The Contractor shall:

1. Plan and execute construction and earthwork by the following methods to control surface drainage from cuts and fills and borrow and waste disposal areas and to prevent erosion and sedimentation:

a. Hold areas of bare soil exposed at one time to minimum.

b. Provide temporary control measures, such as berms, dikes, and drains.

2. Construct fills and waste areas by selective placement to eliminate surface silts or clays which will erode.

3. Periodically inspect earthwork to detect any evidence of start of erosions. Apply corrective measures as required to control erosion.

4. Maintain all SWPPP (Storm Water Pollution Prevention Plan) protocols during construction and correct any damaged areas due to the failure to maintain such protocols adequately.

L. Collection and Disposal of Waste:

1. The Contractor shall collect waste from construction areas and elsewhere daily. The Contractor shall comply with requirements of NFPA 241 for removal of combustible waste material and debris. The Contractor shall enforce requirements strictly. The Contractor shall not hold materials more than seven days during normal weather or three days when the temperature is expected to rise above 80 deg F (27 deg C). Handle hazardous, dangerous, or unsanitary waste materials separately from other waste by containerizing properly. The Contractor shall dispose of material in a lawful manner.

2. In case of non-compliance with the above, the Owner, after having given a 24-hour notice, has the right to take any corrective action required at the expense of the Contractor.

3. Burying or burning of waste materials on the Project site or washing waste materials down sewers will not be permitted.

4. The Contractor shall provide rodent proof containers on each floor level to encourage depositing of wastes by construction personnel.

3.06 OPERATION, TERMINATION AND REMOVAL

A. Supervision:

The Contractor shall enforce strict discipline in use of temporary facilities. The Contractor shall limit availability of temporary facilities to essential and intended uses to minimize waste and abuse. The Contractor shall not permit temporary installations to be abused or endangered.

B. Maintenance:

1. The Contractor shall maintain facilities in good operating condition until removal. The Contractor shall protect from damage by freezing temperatures and similar elements.

2. The Contractor shall maintain operation of temporary enclosures, heating, cooling, humidity control ventilation and similar facilities on a 24-hour day basis where required to achieve indicated results and to avoid possibility of damage. The Contractor shall not allow unsanitary conditions, public nuisances or hazardous conditions to develop or persist on the Project site.

C. Protection:

The Contractor shall prevent water filled piping from freezing. The Contractor shall maintain markers for underground lines. The Contractor shall protect from damage during excavation operations.

D. Termination and Removal:

1. The Contractor shall remove each temporary service and facility promptly when need for has ended or when replaced by use of a permanent facility, but no later than Final Acceptance of the whole Work. Complete or if necessary restore permanent Work delayed because of interference with the temporary service or facility. The Contractor shall repair damaged Work, clean exposed surfaces and replace Work which cannot be repaired.

2. At Substantial Completion of the whole Work, the Contractor shall clean and renovate permanent services and facilities that have been used to provide temporary services and facilities during the construction period.

3. At Substantial Completion of the whole Work, the Contractor shall clean and renovate permanent facilities that have been used during the construction period, including but not limited to:

   a. Replacing air filters and clean inside of ductwork and housings.

   b. Replacing significantly worn parts and parts that have been subject to unusual operating conditions.

   c. Replacing lamps that are burned out or noticeably dimmed by substantial hours of use.

END OF SECTION

SECTION 01520 - TEMPORARY SIGNAGE

PART 1 - GENERAL

1.01 DESCRIPTION

Provide all Work including all equipment, appliances, labor, materials, related electrical work, transportation and all operations required to provide temporary signs as specified herein or as instructed by the Owner.

1.02 QUALITY ASSURANCE

A. Qualifications:

1. Contractor will submit evidence of having successfully completed a contract of similar nature and magnitude and will have at least five years of documented experience in the type of Work specified herein.

2. Where special job conditions occur or where there is uncertainty as to interpretation, before execution of the Work, Contractor will request clarification from the Owner in writing.

3. Contractor will visit the Project site to determine specific installation and job conditions.

4. Commencement of work will constitute an unqualified acceptance by the Contractor of the installed Work on which signage work depends and that work as installed is suitable for the satisfactory execution of signage work.

B. Requirements of Regulatory Agencies:

1. Work performed under this Section will be strictly governed by local and state authorities of this expertise.

2. Maintain safety amongst persons employed in accordance with latest standards set by OSHA.

1.03 SUBMITTALS

A. In accordance with Section 01340 - SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES, submit the following:

1. Shop Drawings

a. Submit Shop Drawings for review prior to fabrication of all items furnished under this Contract.

b. Submit Shop Drawings for approval prior to fabrication of all items furnished under this Contract.

c. Exact identification of all paint formulas and colors.

2. Contractor will not order any materials or perform any construction, demolition or fabrication until all submittals have been reviewed and approved.

3. Any construction, demolition or fabrication performed or materials ordered prior to the approval of the prototypes will be done at the Contractor's own risk and expense.

4. Approval by the Design Professional of the Contractor's submittal relates to the requirements for design and compliance with the Contract Documents only.

5. Approval does not relieve the Contractor from responsibility for errors in dimension or for inadequate or improper use of materials for construction.

1.04 SEQUENCING AND COORDINATION

Integrate and schedule coordination of removal, installation and all work related to signage with other related trades.

1.05 REMOVAL AND STORAGE

A. This portion of the Work will be included in the Contract Sum and not included in the Allowance.

B. Contractor will remove and reuse all existing signage in accordance with the Contract Documents.

C. All signs, extrusions, graphic or signage material will be carefully disassembled, removed from premises and stored by the Contractor prior to refurbishing and reinstallation.

D. All signs, extrusions, graphic or signage material will be carefully protected with wrapping material and will be on palettes, platforms or other support structures and not stored directly on the floor during construction operations.

E. All signs, extrusions, graphic or signage materials will not be exposed to damaging conditions or abrasion during removal, storage, fabrication, delivery or installation.

PART 2 - PRODUCTS

2.01 MATERIALS

A. To establish a standard of quality, design, and function desired, portions of the Contract Documents have been based on the products of manufacturers mentioned hereafter.

B. All materials shown on the Contract Documents will be of the best quality products available.

C. All additional parts necessary to complete fabrication and installation will be furnished by the Contractor.

D. Should conflicts occur in or between the Drawings, sign schedules, Specifications and on-site conditions, Contractor shall notify Owner and Contractor is deemed to have included under the Contract Sum the more expensive item or method of construction.

E. All message patterns will be die cut.

2.02 VINYL SHEETING (for lettering and Authority Logos)

A. Manufacturer: 3M Traffic Controls Divisions or equal
2860 Bankers Industrial Drive
Atlanta, GA 30360

B. Type: "Scotchlite" Reflective Sheeting Engineer Grade or equal Parkway White 3290 (for lettering) and Blue and Red for logos.

C. Thickness: 3.5 Mils

D. Adhesive Backing: Continuous pressure sensitive backing manufactured by Minnesota Mining and Manufacturing Company or equal.

2.03 POLYURETHANE PAINTS - EXTERIOR

A. Manufacturer: Sherwin Williams

B. Type: Acrylic polyurethane

2.04 PLYWOOD

A. Manufacturer: Simpson or equal

B. Type: MDO

2.05 WOOD

A. All wood will be kiln dried, select furniture of quality A or better, for all exposed surfaces.

B. Interior wood blocking or framing will be kiln dried, Wolmanized “B" grade or better.

PART 3 - EXECUTION

3.01 GENERAL

A. Where adhesive mounting is specified, only adhesives specifically recommended by the manufacturer for compatibility with the base materials and adhesive strength will be used.

B. Sign material lamination will utilize proper adhesives and will be smooth, consistent and free of bubbles, bulging and foreign matter.

C. All message pattern applications will be crisp, sharp, clean and free of nicks, discontinuous

curves, line wavers and other imperfections.

D. All finished work will be smooth, free of scratches, gouges and other imperfections. Sign edges will be straight, smooth, free of cutting marks and other defects.

E. Contractor will repair and replace damaged materials or signs caused by installer or any other related trades.

F. Contractor will coordinate with other related trades the removal and installation of signage and components to insure uninterrupted progress of Work.

3.02 FABRICATION

A. All Work will be fabricated to approved Shop Drawings.

B. All cuffing, fabrication, and assembly will be done in the factory and shipped to the Project site as one complete unit, unless otherwise approved by the Owner.

C. All joints, corners, miters, splices, or signage will be accurately machined, filled, fitted and rigidly framed together at joints and contact points and will be painted smooth to produce a monolithic appearance with visually imperceptible joints.

D. All mechanical fasteners will be counter-sunk, filled, ground smooth, and painted as to render them visually imperceptible, unless otherwise specified as exposed.

E. The heads of removable mounting fasteners will match the color and finish of the sign area where they occur.

F. Work will be erected plumb, level, and true, with proper alignment and proper relationship to the work of the trades.

G. All priming, surface preparation and paint application will be in accordance with the manufacturer's written data, description and instruction.

H. All signs will be flat, true, and free from waviness. All exposed surfaces will not deviate from flat by more than 1/16 inch in any 36 inch distance.

3.03 MESSAGE PATTERNS

A. The Contractor will fabricate sign text from master alphabet and master symbols approved by the Owner and Design Professional. Interior signage will be Furtiger 65 Bold at 106% spacing and exterior signage will be Furtiger 55 Roman at 106% spacing.

B. Full size message patterns for each sign will be prepared by the Contractor. These patterns will be used for correction and/or additions prior to fabrication. Changes will be considered as part of the scope of work.

C. All vinyl message patterns used for final sign application will be die cut and not hand cut from vinyl, unless otherwise approved by the Design Professional in writing.

D. Sign text mechanicals are not to be enlarged for position only and are not to be used for photographic reproduction.

E. All panel or background sizes will be full size showing seam placement.

F. Full scale message patterns will be submitted on paper showing proper size of the alphabet, airport logo or any other message legend. Hand drawn patterns are not acceptable.

3.04 LETTER FORMS AND SYMBOLS

A. Letter forms for all signs will match existing airport sign letter forms and symbol standards.

B. All letter forms and symbols will be free of nicks, burns, cuts, bubbles and any other irregularities.

C. All symbols or forms used for final sign application or final finishing will be die cut. Hand cut letters or symbols are not acceptable.

3.05 MATERIALS CLEANING AND INSTALLATION

A. Examine backup surfaces to determine that corners are plumb and straight, surfaces are smooth, uniform, clean and free from foreign matter, nails countersunk, and holes, joints and cracks filled flush and smooth with adjoining surface prior to attaching signage.

B. Do not commence installation until backup materials are in a condition satisfactory to the Contractor to receive surfacing.

C. Applications of adhesives should comply with adhesive manufacturer's application instructions on the container regarding:

1. Method of application

2. Spread rate

3. Drying-time

4. Open time

5. Temperature and relative humidity limitations.

3.06 VINYL SHEETING AND DIE CUTS

A. Text material for finished letter form, symbol or friskets on all signs, unless otherwise noted, will be die-cut pressure sensitive and will be pre-aligned and pre-spaced on carrier tape according to the sign text layouts.

B. Hand cut finished letter forms, symbols or friskets will not be accepted.

C. Vinyl sign text material for all sign types will be die cut and conform to the prescribed letter forms with a tolerance of +.0l5 inches and will be free of irregularities such as nicks, burrs, broken points and discontinuous curves.

D. All letter sizes indicated on the sign text layouts will be determined by the letter height of the capital "B."

E. All letters, symbols and targets will be pre-aligned and pre-spaced on carrier tape in accordance with the spacing guides.

F. The colors will be as specified and will not be limited to manufacturer's standard colors.

G. All vinyl sign text will be installed as per written instructions and recommendations of the manufacturer.

H. All surfaces receiving application of vinyl sign text will first be cleaned of all dirt and/or accumulated foreign matter.

3.07 PAINTS AND INKS

A. All paints and inks will be of type specially formulated and manufactured for application on the surface material upon which it is to be applied and recommended for such use by the manufacturer on the paint or ink.

B. Priming, surface preparation and application of all materials will be in strict accordance with manufacturer's written product data and description and as otherwise necessary to produce data with a finish free of blistering, bleeding, fading and other imperfections.

C. Order or mix paint for each color in quantity to assure consistent application for all signs in a given color.

D. All paint and ink colors and samples will match specified manufacturer's color number, swatches and/or samples supplied by the Owner and will be as selected and approved by the Owner during shop drawing review.

E. All paint colors will be consistent in chroma and value and will maintain proper opacity or translucency.

F. All paint and inks will be of the finest quality of heat, moisture and fade proof pigments and vehicles. For each color specified on sign schedule, paint will be mixed in sufficient quantity to accommodate every sign application of the specified color.

G. The Contractor will allow paint surfaces to air dry 48 hours prior to the application of masking film which will be applied to protect all sign surfaces during shipping and erection.

3.08 PAINTING APPLICATION

All painting and spraying will be performed in well ventilated conditions and all precautions taken as necessary and as recommended by the paint manufacturer.

3.09 TEMPORARY SIGNAGE

A. Temporary signage will conform to all conditions, Specifications and Drawings.

B. All temporary signage will be finished to appear as permanent signage.

C. All cuts and rounded edges will be smooth sanded prior to painting.

D. All edges will be painted to match the front of sign as per painting specifications.

E. Backs of sign will be painted where installation of sign shows exposed back.

F. Refer to Owner's Allowances Section for temporary signage allocation.3.10 CLEANUP

G. The Contractor will be obliged to keep all areas and items clean, neat, and free of waste material, dirt and debris during construction and installation.

H. After installation is complete, remove and dispose of all packing, packaging, waste materials and debris.

I. All areas and items will be left clean and free from marks, scratches, dust, lint and other defects.

END OF SECTION

SECTION 01540 - CONSTRUCTION SAFETY AND SECURITY REQUIREMENTS

PART 1 – GENERAL

1.01 PURPOSE AND OBJECTIVE

A. The purpose of this section is to set forth guidelines concerning safety and security during construction of the Project. The following methods, procedures, rules and authorities must be adhered to during project construction. The Hillsborough County Aviation Authority (HCAA) Construction Safety & Health Guidelines Manual applies to the project, and the Contractor will also comply with all safety requirements described below, unless in direct conflict with the HCAA Construction Safety & Health Guidelines Manual. In such case, the more stringent requirements will govern, as determined by Owner.

B. The following are the general safety objectives that must be achieved in order to maximize safety and to minimize time and economic loss to the aviation community, construction contractors and others directly affected by the Project.

1. Keep the Airport safe for all users.
2. Keep the Airport operational for all users.
3. Maintain safety of Airport operations.
4. Minimize delays to Airport operations.
5. Minimize delays to construction operations.
6. Minimize Airport-operation/construction-activity conflicts.
7. Minimize impacts to tenants and passengers.

1.02 OPERATIONAL SAFETY ON AIRPORT DURING CONSTRUCTION

A. All of Contractor's operations will be conducted in accordance with this Section. If the operations include work within the AOA or impacts the AOA or aircraft flight surfaces, the operations will be conducted in accordance with FAA Advisory Circular 150/5370-latest edition. The Contractor will prepare and submit a Safety Plan Compliance Document (SPCD or safety plan) that details how it proposes to comply with the Construction Safety and Phasing Plan (CSPP). The CSPP is appended to the Project Manual and is a part of the Contract.

B. The Contractor will implement all necessary measures required by the safety plan prior to commencement of any work activity. The Contractor will conduct routine checks of the safety plan measures to assure compliance with the safety plan.

C. The Contractor is responsible to the Owner for the conduct of all Subcontractors and others it employs on the Project. The Contractor will assure that all Subcontractors are made aware of the requirements of the safety plan and that they implement and maintain all necessary measures.

D. No deviation or modifications may be made to the approved safety plan unless approved in writing by the Owner. The necessary coordination actions to review Contractor proposed modifications to an approved CSPP or approved SPCD can require a significant amount of time.

E. This Contract is intended to provide for the optimum degree of safety to aircraft, both parked and operating; Airport personnel, passengers and general public, equipment, and associated facilities; and to the Contractor's operations consistent with minimum interference to the movement of aircraft, vehicles, and/or personnel engaged in the day-to-day operation of the Airport. To this end, the Contractor will observe all Airport rules and regulations and all other operational limitations which may be imposed from time to time. Contractor will provide marking, lighting, barricades, signs, or other measures which are required to properly identify Contractor's construction areas, Work sites, equipment, vehicles, storage areas, and/or conditions which may be hazardous to Airport operations.

F. If the Contractor fails to maintain the marking, lighting barricades, signs, etc., as required, the Owner will cause appropriate safety measures to be installed by others and all costs thereof will be charged to the Contractor and deducted by the Owner from monies due to the Contractor.

G. The Contractor's responsibility for safety and security will begin on the day the Contractor starts Work or on the date of the Notice To Proceed and will continue until Contractor is complete.

H. The Contractor is fully and solely responsible for all project safety as it pertains to the Contractor's Work. This includes complying with the Hillsborough County Aviation Authority Construction Safety & Health Guidelines Manual implementing and enforcing its safety plan and procedures. Owner's acceptance, directives, approval, comments or any such action regarding Contractor's safety plan or Work shall not relieve the Contractor of its obligations.

1.03 SAFETY PROCEDURES

A. In as much as each Work area will be accessible to and used by the public, the Owner, airlines, and other companies doing business at the Airport during the construction period, it is the Contractor's responsibility to maintain each Work area in a safe, hazard free condition at all times. This will include barricades, fencing, taping up sharp corners or any other precautions necessary to protect the public. Should the Owner find an area unsafe at any time, Owner will notify the Contractor and the Contractor will take whatever steps necessary to remedy the unsafe condition. Should the Contractor not be immediately available for corrective action, the Owner will cause appropriate safety measures to be installed by others and all costs thereof will be charged to the Contractor and deducted by the Owner from monies due to the Contractor.

B. Fire Control: Open flame torch cutting or welding is prohibited unless adequate safety precautions have been taken and approved by the Owner via Owner's cutting and welding permit process. Flame cutting will be permitted only on steel parts that cannot be removed in any other manner and only when at least one person is standing by exclusively with a fire extinguisher within ten feet of the Work and within full view of the area. The fire extinguisher will have been inspected, tagged and ready for use. The Contractor will submit a fire protection plan for approval prior to conducting the Work requiring said protection plan.

C. Work Near Fire Alarm: Caution will be exercised as necessary when working near fire alarms so as not to accidentally activate fire alarms, doors or barriers.

D. Protection of Property: Fixed structures, equipment, paving, landscaping, vehicles (automobiles, trucks, etc.) and aircraft will be protected with drop cloths, shielding and other appropriate measures to assure maximum protection.

E. Use of explosively operated fastening devices within the confines of any Owner facilities or within Tampa International Airport is strictly prohibited, unless Owner provides prior written approval and Design-Builder provides safety plan.

1.04 GENERAL SAFETY REQUIREMENTS

A. An initial construction/safety meeting will be coordinated with the Owner after the award of the Contract, and prior to commencing construction, during which the Contractor will become aware of and assume responsibility for all safety issues. Additional construction/safety meetings may be scheduled as deemed necessary by the Owner throughout the Contract. Representatives from the Owner, Contractor, Design Professional, and any others deemed necessary by the Contractor may attend.

B. The Contractor will inform its supervisors and workers of the Airport activity and operations that are inherent to this Airport, the safety regulations of the Airport, and the prohibition of driving or walking on any area of the AOA without clearance. The Contractor will conduct its construction activities to conform to both routine and emergency requirements. The Contractor will provide initial and continuing instructions to all supervisors, employees, Subcontractors, and suppliers to enable them to conduct their Work in a manner that will provide the maximum safety with the least hindrance to air and ground traffic, the general public, Airport employees, and to the workers employed on the Project site.

C. Work may be stopped/suspended by the Owner anytime the Owner considers that the intent of this Section is being violated or that a hazardous condition has been/was created. This decision to suspend the Work will be final and will only be rescinded by the Owner when satisfied that the Contractor has taken action to prevent recurrence. Delays/work stoppage as a result of the suspension of Work will be considered the fault of the Contractor and will not stop the Contract Time for assessing liquidated damages or other purposes.

D. All Contractor vehicles authorized to operate on the Airport outside of the Construction Area Limits as defined herein and to cross active runways, safety areas, taxiways, aprons, instrument or approach clear zones or any area within the AOA will do so only under the direct control of a trained, qualified flagman who is monitoring (two-way) radio communication with the ground controller of the Air Traffic Control Tower or UNICOM. All aircraft have priority over ground vehicles.

1. When necessary, the Contractor will provide a radio to monitor communications from the Air Traffic Control Tower or UNICOM. This operator will be trained and be familiar with aircraft/ground controller communications and will be on duty whenever vehicles are operating in areas referenced above.

2. All vehicles operating in the AOA will be equipped with an operating yellow flashing beacon.

E. All Contractor vehicles and equipment that are authorized to operate on or near the AOA or the Airport outside of the designated Construction Area Limits or haul routes as defined herein will display 3-foot by 3-foot flags or larger, orange and white checkerboard pattern, each checkerboard color being 1-foot square.

F. Any construction activity within 250-feet of an active runway centerline or 107-feet from an active taxiway centerline requires the closure of the affected runway or taxiway, unless otherwise approved by the Owner. No runway, taxiway or apron area will be closed without approval of the Owner. This will enable "Notices to Airmen" or other advisory communications to be issued. A minimum of 48 hour notice of requested closing will be directed to the Owner who will coordinate the request with Authority Operations.

1. Debris, waste and loose material capable of causing damage to aircraft landing gears, propellers or being ingested in jet engines will be removed from the active portion of the AOA, placed in protected areas or otherwise secured to prevent dispersal into active portions of the AOA. The AOA is defined as all areas used or intended to be used for aircraft operations including active runways, aprons, taxiways, taxi lanes, etc. Debris will be promptly removed from the AOA. The Contractor will exercise care in the transportation of materials within the AOA. Materials tracked or spilled in the AOA will be removed immediately.

2. When hauling, loading, grading, or when any of the Contractor's activities are likely to cause the deposit of loose materials in the AOA, powered vacuum sweepers will patrol the affected areas continuously to remove such deposits. The sweepers will be supplemented by hand sweepers, loaders, trucks, etc., as necessary.

3. Closures:

a. Prior to the commencement of any demolition or other Work which will cause an interruption or modification to existing aircraft operations, the Contractor will confer with and obtain authorization from the Owner.

b. If the Contractor requires access to operational areas not delineated on the Drawing(s), the Contractor will participate in discussions leading to the imposition of restrictions on Airport operations in the affected areas. Contractor will strictly abide by all conditions imposed by the Owner relating to Contractor's entry and use of such areas and Contractor will not enter these areas until granted temporary, conditional entry clearance by the Owner.

c. Unless otherwise described in the Contract Documents, trenching, excavation and other work requiring temporary runway or taxiway closure will be limited by the Contractor to that amount of work that can be completed within the hours of minimal operation. All ditches, excavations, etc., will be restored prior to the end of the Work period and affected pavements returned to service. This Work will be scheduled during hours of minimal operations. Hours of minimal operation will be the hours between 10:00 p.m. and 6:00 a.m. All other hours will be hours

of normal operation.

d. The Contractor may be required to pursue affected portions of the Work on a continuous 24-hour per day basis during construction of the various phases and sub phases shown on the Drawings and described in the Contract Documents (such as when runways or taxiways, aprons, service or access roadways, or service gates are closed for operations or when hazards of any kind arise).

e. The Owner will arrange for inspection prior to opening for aircraft use any taxiway that has been closed for Work, on or adjacent thereto, or that has been used for a crossing point or haul route by the Contractor.

4. Operations Safety Inspections:

a. The entire Project site will be inspected once per work shift and more frequently if construction activities are of a nature that debris may accumulate on AOA pavements. Special inspections will be conducted for each Work area prior to return to service for aircraft operation. The purpose of these inspections is to ascertain that areas returned to aircraft service are in satisfactory condition and that the overall Project site and its activities are within the safety criteria set forth in these Contract Documents. Inspections will be conducted jointly by representatives of the Contractor and the Owner.

b. Any violations of safety criteria found during these inspections will be rectified immediately. If a violation cannot be corrected on an immediate basis by the Contractor, the Contractor will immediately notify the Owner. No areas will be approved for operations with violations occurring unless specifically authorized by the Owner.

G. The Contractor will preserve and/or protect existing and new pavements plus other facilities from damage due to construction operations. Existing pavements and facilities which are damaged will be replaced or reconstructed to original strength at the Contractor's expense. The Contractor will take immediate action to reconstruct any damaged area which is to remain in service. Unless indicated on the Drawings, existing pavements will not be cut for the installation of any utilities. Jack and bore or directional bore method will be required.

H. Construction Area Limits:

1. Contractor will be required to conform to safety requirements contained in the latest edition of FAA Advisory Circular 150/5370-latest edition. Construction within the safety areas or Obstacle Free Zone (OFZ), as defined in the latest edition of FAA Advisory Circular 150/5300-latest edition is prohibited for both runways and taxiways. For Aircraft Group V pavements, this is 250 feet from the runway centerline and 107 feet from the taxiway centerline. The activity limits will be adequately signed and marked by the Contractor to preclude violation of this restriction. The area will be well identified by warning signs and lights at night. The Contractor will install lighting, marking, barricades, signs and other

measures to delineate closed and hazardous areas during construction. The guidance and procedures provided by the latest edition of FAA Advisory Circular AC 150/5340, "Standards for Airport Markings," will be utilized as depicted on the Drawings. Barricades will be weighted or otherwise secured to sufficiently prevent displacement by aircraft engine and propeller blast and ambient winds. Steady burning red obstruction lights may be required in certain instances to supplement lighted barricades or highlight hazardous or potentially dangerous objects. The location of these lights will be as requested in the field by the Owner. Obstruction lights and barricades will not be located within runway, taxiway and/or taxi lane obstacle clearance areas.

2. The limits of construction, material storage area, plant site, equipment storage area, parking area and other areas defined as required for the Contractor's exclusive use during construction will be marked by the Contractor. The Contractor will erect and maintain around the perimeter of these areas suitable marking and warning devices visible for day/night use. Temporary fencing, barricades, flagging and/or flashing warning lights will be required at critical access points. Type of marking and warning devices will be approved by Owner. Open trenches, excavations and stockpiled materials will be permanently marked with flags and lighted by approved light units during hours of reduced visibility and darkness. No separate pay item is included for this Work and all costs must be included in the Contract Sum. Reference Plan Sheet GY-C-GI-100.

I. The Contractor will erect and maintain throughout the Contract, at Contractor's expense, a 6-foot high chain link opaque green fabric fence or barricade, with no advertising or writing visible, around the perimeter of the Construction Area as required. The Contractor will also install vehicular and pedestrian gates/doors as necessary to provide ingress/egress. Additionally, the perimeter of any fenced area which abuts an active operation pavement will be marked with red flashing barricades no more than 50-feet apart. The Contractor will be solely responsible for access control through any access gate leading to the AOA. This access control will be for all personnel using the gate/door for access to the AOA. This gate/door will be manned by the Contractor whenever unlocked. The Contractor is solely responsible for all security within the Construction Area from the date of the Notice to Proceed until the date of Final Acceptance. Equipment not in use during construction, nights and/or holidays will be parked in the Construction Area. The Contractor will at all times conduct all operations under the Contract in a manner to avoid or minimize the risk of loss, theft or damage by vandalism, sabotage or other means to any property. The Contractor will promptly take all reasonable precautions which are necessary and adequate to correct all conditions which threaten a risk of loss, theft, or damage to property.

J. During construction, the Contractor will maintain these areas in a neat condition. Upon completion of the Work, the staging and storage areas will be cleaned-up and returned to their original condition to the satisfaction of the Owner. Remove all construction fencing and barricades from the Project site. No special payment will be made for clean-up and restoration of the storage area. Personal vehicles will not be permitted beyond Contractor's Construction Area. Drivers of personal vehicles being operated beyond this Contractor's Construction Area will be subject to loss of permission to enter the construction site.

K. Intermittent Construction Operations:

1. When the Work requires the Contractor to work within an AOA of the Airport on an intermittent basis (intermittent opening and closing of the AOA), the Contractor shall maintain constant communications as specified; immediately obey all instructions to vacate the AOA; and immediately obey all instructions to resume work in such AOA. Failure to maintain the specified communications or to obey instructions shall be cause for suspension of the Contractor's operations in the AOA until satisfactory conditions are provided. The areas of the AOA identified in the CSPP and on the construction phasing plans, cannot be closed to operating aircraft to permit the Contractor's operations on a continuous basis and will therefore be closed to aircraft operations intermittently as outlined in the Contract.

2. When directed to cease Work and move from the area, the Contractor will immediately respond and move all material, equipment and personnel outside areas. Operations will not be resumed until directed by the Owner. Every reasonable effort will be made by the Owner to cause minimum disturbance to the Contractor's operations. However, no guarantee can be made as to the extent to which disturbance can be avoided. Contractor's claim for additional Contract Time or Contract Sum for any such disruption will not be accepted.

3. Open trenches or excavations exceeding 3-inches in depth and 3-inches in width will not be permitted within 250-feet of the centerline of an active runway or within 100-feet of the centerline of active taxiways and taxi lanes. If an area is to be opened to aircraft movement, either at night or during the day, the Contractor will decrease the drop off to 3-inches by placing compacted fill. This fill will taper away from the paved area at a 5% maximum slope to existing grade. There is no separate payment for this temporary construction.

4. Disruptive Work will be defined as any activity, including excessive noise, air pollution, dust, and similar events that adversely disrupts, hinders or impacts normal Airport operations. These activities will be conducted so as not to interfere with the normal operation of the Airport. Work which may be considered disruptive will be conducted by the Contractor during the middle of the night hours as designated by the Owner. When directed by the Owner to cease Disruptive Work, the Contractor will immediately suspend and discontinue the Disruptive Work. Work will not be resumed until directed by the Owner. Contractor's claim for additional cost or additional Contract Time for suspending of Disruptive Work will not be accepted.

L. Limitation of Operations:

1. When the Work requires the Contractor to operate on or adjacent to any public area, the operation will be coordinated with the Owner at least 72-hours prior to commencement of the Work. At no time will the Contractor close a public area until authorization to do so is granted by the Owner.

2. When the Contract Work requires the Contractor to operate on or adjacent to the apron or taxiway AOA, the operation will be coordinated with the Owner at

least 72-hours prior to commencement of the Work. At no time will the Contractor close an AOA until authorization to do so is granted by the Owner and until temporary marking and associated lighting is provided and in place as specified in the latest edition of FAA Advisory Circular 150/5340, "Marking of Paved Area on Airports" and/or the Drawings and Specifications.

3. The Contractor will be responsible for controlling its operations and those of its Subcontractors and others so as to provide for the free and unobstructed movement of all passengers and private vehicles on the Airport.

4. The Contractor will be responsible for controlling its operations and those of its subcontractors so as to provide for the free and unobstructed movement of aircraft in the apron and taxiway areas of the Airport AOA.

M. Obstructions to Navigation:

1. Penetrations of the imaginary surfaces defined in FAR Part 77 will not be permitted without advance notification of and approval by the Owner and the FAA Tower Chief. It may be necessary to file a Temporary Permit Application with the Owner to obtain approval prior to operation of exceptionally tall equipment. This includes any penetrations whatsoever by the Contractor, including but not limited to vehicles, cranes, other construction equipment, structures, stockpiled materials, excavated earth, etc.

2. When penetrations are unavoidable, they will be brought to the attention of the Owner and the FAA as far in advance as is practical to allow Notices to Airmen (NOTAMS) to be prepared and distributed to appropriate FAA divisions for publication and dissemination.

3. Appropriate sketches will be prepared by the Contractor with precise locations shown on the Airport Layout Plan along with elevations depicting the obstruction object's relationship to the imaginary surfaces.

4. The maximum height allowed on the Airport is subject to review by the Owner unless, in special instances, this requirement is waived by the Owner and the FAA. During times when the safety of flight operations could be impaired, particularly during Instrument Flight Rules (IFR) weather, or when the equipment is idle, all booms, towers and other movable appendages will be lowered to the maximum extent.

N. Emergency Procedures:

1. The Contractor will familiarize itself with Airport emergency procedures and will endeavor to conduct its operations so as not to conflict with them. Clear routes for crash/fire/rescue equipment will be maintained in operable condition at all times.

2. Emergency Procedure: In case of an emergency caused by an accident, fire, or personal injury or illness, Airport Police are to be immediately notified by Page Phone found throughout the Main Terminal and Airsides or by calling 911 or

Airport Police Emergency Phone No. (813) 870-3911. The caller must accurately report the location and type of emergency. Airport Police will then coordinate with Owner and/or other outside emergency agencies as necessary.

O. Access to the Construction Site:

1. The Contractor's access to the site will be defined by the Owner. This access route may also be used by Airport employees or others. **No other access routes will be allowed unless approved by the Owner. At Tampa International Airport, the vertical clearance in the Short Term Parking Garage is 6'-8". No vehicle taller than 6'-8" will be allowed to operate in the Short Term Parking Garage structure. The vertical clearance in the Long Term Parking Garage is 7'-10". No vehicle taller than 7'-10" will be allowed to operate in the Long Term Parking Garage structure. No vehicle taller than 13'-6" will be allowed to operate on the first floor of the Economy Parking Garage structure or 8'-0" on all levels above the first floor.** All Contractor traffic authorized to enter the site will be experienced in the route or guided by the Contractor's personnel. The Contractor will be responsible for traffic control to and from the various construction areas on the site. The Contractor will be responsible to verify and coordinate with all vertical clearances for the Taxiway A and Taxiway B bridges, George J. Bean Parkway, Bessie Coleman Service Road, Red and Blue Side Arrivals, Departure and Crossover Drives, as well as all other ramps, roads, drives and overpasses over and along or otherwise a component of the Contractor's access route.

2. The Contractor will familiarize its employees with the route. Material and equipment delivery trucks will be accompanied by an employee of the Contractor familiar with the route. The Contractor will be responsible for access control through any AOA access gate for the duration of this Contract. This access control will be for all personnel. Any AOA access gate will be manned, whenever unlocked, by a licensed, bonded security agency guard, contracted by the Contractor. Contractor personnel are not acceptable substitutes for the licensed, bonded security agency guard.

3. The Contractor will monitor and coordinate all Contractor traffic with the Owner. The Contractor will not permit any unauthorized construction personnel or traffic on the site, including food and beverage vendors or caterers. If breaches of security occur, the Owner may, at the Owner's option, close the AOA gates until adequate actions have been taken to prevent further breaches of security.

4. The Contractor will provide and operate an escort vehicle to lead other vehicles when operating within the site.

5. The following procedure will be used for access to site by AOA unauthorized persons:

    a. The unauthorized person will inform the gate guard of their reason for entrance to the site and which Contractor they intend to visit.

    b. Guard will notify the Contractor by telephone.

c. Contractor will go to gate and escort visitor to Contractor facility.

The Contractor will provide and operate an escort vehicle to lead other vehicles when operating within the AOA.

6. The Contractor is responsible for immediate cleanup of any debris deposited along the access route as a result of Contractor's construction traffic. The entire access route and construction site will be kept free and clean of all debris at all times, will be maintained in good repair by the Contractor or its agents, and will be immediately repaired to the satisfaction of the Owner. Directional signing along the delivery route to the storage area or work site will be as directed by the Owner.

P. Load Restrictions:

1. The Contractor will comply with all legal load restrictions in the hauling of materials on public roads beyond the limits of the Work. A special permit will not relieve the Contractor of liability for damage which may result from the moving of material or equipment.

2. The operation of equipment of such weight or so loaded as to cause damage to structures or to any other type of construction will not be permitted. Hauling of materials over the base course or surface course under construction will be limited as directed. No loads will be permitted on a concrete pavement, base, or structure before the expiration of the curing period. The Contractor, at its own expense, shall be responsible for the repair to equal or better than preconstruction conditions of any damage caused by the Contractor's equipment and personnel.

3. It is especially noted that the existing Airport pavements may not be capable of supporting certain types of construction equipment. Prior to submitting the Bid, the Contractor will fully satisfy itself as to the ability of the existing Airport pavements to satisfactorily sustain the type of equipment Contractor plans to use. Should damage occur as a result of construction operations, the Contractor will repair the damaged areas to an acceptable condition at Contractor's expense.

1.05 Contractor's Security Requirements:

A. General Intent: It is intended that the Contractor will comply with all requirements of the Airport Security Program, SIDA training, TSA regulations, and with the Safety Plan specified herein. Also, if applicable, the Contractor will execute the Airport Access Request Form and follow all rules and guidelines stated therein. The Contractor will designate to the Owner, in writing, the name of its Contractor Security Officer (CSO). The CSO will be the Contractor's representative on the "Construction Security Committee" and will be accountable for these security requirements for the Contractor. The Contractor will also comply with all requirements concerning sensitive security information as promulgated by the TSA.

B. Contractor Security Personnel Orientation: The CSO will be responsible for all safety precautions. Prior to the commencement of the Work, the CSO will provide the Owner

an outline of a proposed accident and fire protection plan for all Work contemplated under the Contract. The CSO will also conduct safety meetings as directed by the Owner for each shift and require the attendance of all supervisors at such meetings. Copies of the minutes of safety meetings will be kept on file in the Contractor's Office.

C. Identification - Personnel: All employees of the Contractor or Subcontractors requiring access to the construction site are required to be supplied with identification badges to be worn at all times while within the area. Badges will be supplied by the Contractor and will state **"TPA – Airside D Development Program Guideway Structure Contractor."** Badges can be plastic wallet size, metal pin or sticker with a minimum of 2-1/2" diameter and worn on outer garments so as to be clearly visible. Badging is to be uniform in appearance and sufficiently distinctive in design or color to clearly distinguish, on sight, employees assigned to this Contract. The badge number will be prominent for easy identification. Badges are to be identified numerically and issued individually to whom it was assigned. Blocks of numbers can be assigned to Subcontractors. Responsibility for supply issuance and control of identification badges will be that of the Contractor, through the CSO. In lieu of issuing badges, and with the approval of the Owner, the Contractor can require that each employee wear an outer garment with the company name prominently displayed so that all personnel can be identified as being member of the Contractor's work team.

In addition, all contractors working within the AOA at Tampa International Airport for more than 30 days, and requiring access to the Security Identification Display Area (SIDA) are required to obtain a TPA ID Media. They will be subjected to a FBI fingerprint-based Criminal History Records Check (CHRC) and a Transportation Security Administration Security Threat Assessment (STA). A TPA ID Media will not be issued to an individual until they successfully pass a CHRC and STA. Applicants that do not pass the required checks are not allowed to go into the SIDA.

New applicants requesting TPA ID Media must fill out and submit completed application form including the required identification documents. They are required to complete fingerprints and go through the required training. This can take two to four weeks or longer to complete and TPA ID Media must be obtained before the worker can go into the SIDA. There is a fee for new, renewed and unaccounted for TPA ID Media (ie, lost, stolen, or not returned TPA ID Media to the Tampa Airport Badging Office). All TPA ID Media is required to be returned to Tampa Airport Badging Office upon TPA ID Media expiration or project completion. All fees will be paid promptly by the Contractor, by company check, or the amount will be withheld by Owner from payments due to the contractor. Contractor agrees that fees described herein are not a penalty and are reasonable considering the impacts that a Breach of Security could have to public safety and welfare and the operations of the Airport.

Personnel will wear the TPA ID Media badge above the waist and on outermost garment at all times while on the AOA or SIDA area. All employees of Contractor or subcontractor requiring very limited access to the construction site are required to be escorted by a SIDA badged individual, with escort authority, at all times. The need for a TPA ID Media and the escort requirements shall be at the discretion of the Authority.

D. Identification - Vehicles: The Contractor, through the CSO, will establish and maintain a list of Contractor and subcontractor vehicles authorized to operate on the Project site

and for Work within the AOA and SIDA at Tampa International Airport. It is required that the Contractor and all Subcontractors submit a request for a TPA vehicle validation sticker through the TPA Badging office. The Owner requires vehicle details such as make, model, VIN or equipment number, etc. Vehicles are also required to have company indicia on both sides and it needs to be large enough print to be seen from a distance of 200'. TPA vehicle validation sticker will be placed on the front left portion of the vehicles windshield and be assigned in a manner to assure positive identification of the vehicle at all times.

E. Identification – Equipment: The Contractor will clearly identify all on-site equipment such as portable motorized or non-motorized equipment, job boxes, material storage containers, port-a-lets, etc., whether owned or rented, with the Contractor's name. Identification must be physically marked on equipment or attached with a durable removable device such as a wire tie.

F. Employee Parking:

1. Area for parking of the Contractor's employee's vehicles is in the Contractor's Construction Area or Staging Area to be defined by the Owner. Parking will be accomplished in straight equally spaced rows. Contractor will organize traffic flow and parking patterns, and supply traffic control signs and markings subject to approval of the Owner. Maintain the parking surface and pick up trash daily. No storage will be allowed at parking site. The Contractor will restore the shape and grade of this parking area upon Project completion, seed and mulch portions where existing ground cover is damaged and perform all Work required to restore the area to its original condition.
2. When the Contractor's employee parking area is adjacent to another Contractor's parking area performing other construction for the Owner, cooperation is required to avoid any interferences in the performance of each respective construction. Any difficulties experienced will be brought to the attention of the Owner immediately.
3. All vehicles entering any public parking garages will be required to pay the normal parking fee which will be calculated at the exit. Free garage parking will not be authorized.

G. Materials Delivery to the Site: All Contractor's material orders for delivery to the Work site will use as a delivery address the street name and number assigned to the access point onto the Airport.

H. Breach of Security Fine: Contractor agrees that liquidated damages in the amount of Ten Thousand Dollars ($10,000.00) per occurrence may be assessed against the Contractor if the Contractor violates the requirements of the Airport Security Program, SIDA training, TSA regulations, or the Security requirements specified herein. Contractor agrees that actual damages for breach of security are uncertain and the liquidated damages described herein are not a penalty and are reasonable considering the impacts that a Breach of Security could have to public safety and welfare and the operations of the Airport.

Notwithstanding the foregoing, repeated and/or flagrant violations of the Security Plan will be grounds for the suspension of the Work at no cost to the Owner, default of the Contractor and/or termination of the Contract.

I. Amendments to this Safety Plan and Security requirements may be made by the Owner and will be immediately binding on Contractor.

END OF SECTION

SECTION 01545 - UTILITIES

PART 1 - GENERAL

1.01 GENERAL

A. Existing facilities, utilities, and features depicted on the Drawings are not guaranteed to be accurate with respect to location, condition, and characteristics. Also, there may be additional facilities, utilities, and features existing that could affect the construction of the Work which are not depicted or described in the Contract Documents.

B. Prior to bidding, the Contractor will make a thorough investigation of the Project area to satisfy itself as to the location, condition, and characteristics of any and all facilities, utilities, and features which may affect Contractor's Work. No additional compensation will be made for any extra expense relating to an existing facility, utility, or feature.

C. The Contractor hereby agrees to make no claims against the Owner and/or its representatives relating to the existence, or lack thereof, location, condition, and/or characteristics of any existing facilities, utilities, or features.

D. The Contractor will pay for the removal and installation of all utilities required by the Contract Documents.

1.02 PROTECTION OF EXISTING UTILITIES

A. The term "utilities" includes FAA power and control cables, TECO power lines, other power lines, telephone cables, lines and fiber optics, Sheriff's Department lines, elevator control cables, airline communication cables, computer cables, airfield lighting cables, Owner underground electrical and communication lines, cables and fiber optics, water lines, irrigation lines, HVAC equipment, sanitary force mains, sanitary lines, stormwater lines and fuel and gas lines. These utilities may be located in the areas of construction. Disruption of these utilities could seriously disrupt the operation of the airport. Although the Drawings attempt to locate the cables and all utilities including fuel and gas lines, actual locations are uncertain and the Contractor is required to verify all locations.

B. To the extent that such public and private utility services, FAA facilities, or utility services of another government agency are known to exist within the limits of the Work, the approximate locations have been indicated on the Drawings and some, but not all, utility services and FAA facilities are indicated as follows:

Utility Service or Facility "Person to Contact" Telephone Number
(To the best of the Owner's knowledge, the below information is correct, but it may change without notice.)

FAA Control Cables	Mr. Charles Hinnant, FAA	(813) 371-7751
HCAA	Mr. Nick D'Jimas	(813) 676-4346
TECO	Mr. Drew Sirianni	(813) 228-1639
Fuel Lines	Mr. Christopher Perea	(813) 396-3626
Irrigation Lines	Mr. Bruce Sather	(813) 870-7883
City of Tampa - Water	Mr. Chad Bailey	(813) 274-3344

City of Tampa – Wastewater Mr. Ryan Smith (813) 274-7844

C. Any intentional, temporary interruption of existing utilities for the purpose of carrying out the Work will be carried out so as to minimize the length and scope of the interruption. Before any such interruption, the Contractor will give a minimum of 72 hours written notice to the Owner and will also give at least 72 hours' notice to the appropriate "Person to Contact" listed in Paragraph B of this Section.

D. The Owner reserves the right to authorize the construction, reconstruction, or maintenance of any public or private utility service, FAA or National Oceanic and Atmospheric Administration (NOAA) facility, or a utility service of another government agency at any time during the progress of the Work. To the extent that such construction, reconstruction, or maintenance has been coordinated with the Owner, such authorized work (by others) shall be shown on the plans and identified with specific utility related data (e.g., utility owner, contact information, etc.).

E. Contractor will not permit any individual, firm, or corporation to excavate or otherwise disturb such utility services or FAA facilities located within the limits of the Work without the written permission of the Owner.

F. Should the Owner, public or private utility service, FAA, or NOAA facility, or a utility service of another government agency be authorized to construct, reconstruct, or maintain such utility service or FAA facility during the progress of the Work, the Contractor will cooperate with such utility service or FAA facility by arranging and performing the Work in this Contract so as to facilitate such construction, reconstruction, or maintenance by others. When ordered as Extra Work by the Owner, the Contractor shall make all necessary repairs to the Work, which are due to such authorized Work by others, unless otherwise provided for in the Contract Documents. In addition, the Contractor will control its operations to prevent the unscheduled interruption of such utility services, FAA facility, and other facilities. It is understood and agreed that the Contractor will not be entitled to make any claim due to such authorized construction by others or for any delay to the Work resulting from such authorized construction. The Contractor will coordinate all Work with all utility services, FAA facility, or other facility.

G. To the extent that such public or private utility services, FAA or NOAA facilities, or utility services of another governmental agency are known to exist within the limits of the Contract Work, the approximate locations can be obtained by the Contractor from the Owner.

H. It is understood and agreed that the Owner does not guarantee the accuracy or the completeness of the location information relating to existing utility services, FAA facilities or structures that may be shown on the Drawings or encountered in the Work. Any inaccuracy or omission in such information will not relieve the Contractor of its responsibility to protect such existing features from damage or unscheduled interruption of service.

I. It is further understood and agreed that the Contractor will, upon execution of the Contract, notify all utility services, FAA facility, or other facilities of the Contractor's plan of operations. Such notification will be in writing addressed to the Person to Contact as provided herein. A copy of each notification will be given to the Owner.

J. In addition to the general written notification hereinbefore provided, it will be the responsibility of the Contractor to keep such individual utility service or FAA facility advised of changes in the Contractor's plan of operation that would affect such utility service or FAA facility.

K. Prior to commencing the Work in the general vicinity of an existing utility service or FAA facility, the Contractor will (1) Call Sunshine 811, and (2) again notify each such utility service or FAA facility in writing, copying the Owner, of Contractor's plan of operations. If, in the Contractor's opinion, assistance is needed to locate the utility service or FAA facility or the presence of a representative of the utility service or FAA facility is desirable to observe the Work, such advice will be included in the written notification. Such notification will be given by the most expeditious means to reach the utility service or FAA facility Person to Contact no later than two business days prior to the Contractor's commencement of operations in such general vicinity. The Contractor will furnish a written summary of the notification to the Owner.

L. Failure of the Contractor to provide at least 72 hours' notice and properly coordinate in advance Work on or near existing utilities will be cause for the Owner to suspend Contractor's operations in the general vicinity of such utilities.

M. Power and control cables leading to and from any FAA facilities will be marked in the field by the local FAA Airway Facilities Sector personnel for the information of the Contractor before any Work in the general vicinity is started. Thereafter, through the entire time of the Work, the Contractor will not allow any construction equipment to cross these cables without first protecting the cable with steel boiler plate or similar structural devices on 3-feet either side of the marked cable route. All excavation within 3-feet of existing cables will be accomplished by hand digging only. No grading will be permitted over FAA cables under any conditions.

N. Approval to work in areas where active utility services or FAA facilities are located is subject to withdrawal at any time because of change in the weather, emergency conditions on the existing airfield areas, anticipation of emergency conditions, or for any other reason determined by the Owner or the designated FAA and/or utility service representative. All instructions by the Owner, the utility service, or the FAA facility (by radio or other means) to the Contractor to clear any given area, at any time, will be immediately executed. Construction Work will be commenced in the cleared area only when additional instructions are issued by the Owner.

O. FAA CABLES AND UTILITIES MUST BE PROTECTED AT ALL TIMES.

P. Where the outside limits of an underground utility service or FAA facility have been located and staked on the ground, the Contractor will be required to use excavating methods acceptable to the Owner within 3-feet of such outside limits at such points as may be required to insure protection from damage due to the Contractor's operations.

Q. If damage occurs to any utilities, the Contractor may be assessed a fee of $2,000 liquidated damages per cut per cable, line or strand, which liquidated damages will only represent the expense incurred by the Owner in coordinating the repair, and which will not prevent the Owner or others from recovering from the Contractor other costs,

damages, or expenses of any other nature incurred on account of damages to utilities. The Contractor agrees that coordination damages for cut cables are uncertain and these coordination damages are reasonable and are not a penalty and a reasonable consideration of the coordination of the repair. There is no intention to double count damages under this provision.

R. FAA FACILITIES AND CABLE RUNS. The Contractor is hereby advised that the construction limits of the Project include existing facilities and buried cable runs that are owned, operated and maintained by the FAA. The Contractor, during the prosecution of the Project work, will comply with the following:

1. The Contractor will permit FAA maintenance personnel the right of access to the Project work site for purposes of inspecting and maintaining all existing FAA owned facilities.

2. The Contractor will notify the above named FAA Airway Facilities Point-of-Contact seven days prior to commencement of construction activities in order to permit sufficient time to locate and mark existing buried cables and to schedule any required facility outages.

3. If prosecution of the Project work requires a facility outage, the Contractor will contact the above named FAA Person to Contact a minimum of 72 hours prior to the time of the required outage.

4. Any damage to FAA cables, access roads, or FAA facilities during construction caused by the Contractor's equipment or personnel whether by negligence or accident will require the Contractor to repair or replace the damaged cables, access road, or FAA facilities to FAA requirements. The Contractor shall not bear the cost to repair damage to underground facilities or utilities improperly located by the FAA.

5. If the Project work requires the cutting or splicing of FAA owned cables, the above named FAA Person to Contract will be contacted a minimum of 72 hours prior to the time the cable work commences. The FAA reserves the right to have an FAA Airway Facilities representative on site to observe the splicing of the cables as a condition of acceptance. All cable splices are to be accomplished in accordance with FAA Airway Facilities' specifications and require approval by the above named FAA Point-of-Contact as a condition of acceptance by the Owner. The Contractor is hereby advised that FAA Airway Facilities restricts the location of where splices may be installed. If a cable splice is required in a location that is not permitted by FAA Airway Facilities, the Contractor will furnish and install a sufficient length of new cable that eliminates the need for any splice.

S. Should the Contractor damage or interrupt the operation of a utility service or FAA facility by accident or otherwise, the Contractor will immediately notify the proper utility service or FAA facility and the Owner and will take all reasonable measures to prevent further damage or interruption of service. The Contractor, in such an event, will cooperate with the utility service or FAA facility and the Owner continuously until such damage has been repaired and service restored to the satisfaction of the utility service or FAA facility.

T. The Contractor will immediately repair, at the Contractor's own expense, with identical material by skilled workers, all utilities, FAA cables, and other facilities which are damaged by the Contractor's workers, equipment, or work. Prior approval of the appropriate utility service and/or FAA facility and Owner will be obtained for the materials, workers, time of day or night, method of repairs, and for any temporary or permanent repairs the Contractor proposes to make to any FAA cables or utility service damaged by the Contractor.

The Contractor shall bear all costs of damage and restoration of service to any utility service or facility due to its operations whether due to negligence or accident. The Owner reserves the right to deduct such costs from any monies due or which may become due the Contractor, or its own surety.

U. Airport publicly owned facilities and privately owned facilities located on Airport property, including underground cables, pavements, piping, buildings, turfed areas, vehicles and other facilities/improvements, that are damaged by the Contractor will, at the election of the Owner, (1) be replaced/repaired by the Contractor to the satisfaction of the Owner or (2) be replaced/repaired by the Owner at the Contractor's expense.

PART 2 – PRODUCTS

Not used.

PART 3 – EXECUTION

Not used.

END OF SECTION

SECTION 01560 - PREVENTION, CONTROL AND ABATEMENT OF EROSION AND WATER POLLUTION

PART 1 - GENERAL

1.01 DESCRIPTION

A. This specification includes requirements for prevention, control and abatement of erosion, siltation and water pollution resulting from construction of the Project until Final Acceptance.

B. The Contractor will comply with all applicable provisions of local Codes concerning grading, filling, excavation, and soil removal.

C. The Contractor will comply with all federal, state, and local laws and regulations controlling pollution of the environment. The Contractor will take necessary precautions to prevent pollution of streams, lakes, ponds, and reservoirs with fuels, oils, asphalts, chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter.

1.02 PERMITS

It will be the responsibility of the Contractor to obtain all federal, state, and local permits and to conduct its Work in the manner designated by all applicable permits. Violations of any permit by the Contractor will in no way involve the Owner regardless of who obtained the permit initially.

1.03 ECOLOGICAL REQUIREMENTS

A. The Contractor shall take sufficient precautions to prevent pollution of rivers, streams, lakes, tidal waters, reservoirs, canals and other water impoundments with fuels, oils, bitumens, calcium chloride or other harmful materials. Also, the Contractor shall conduct and schedule operations so as to avoid interference with movement of migratory fish. No residue from dust collectors or washers will be dumped into any live stream.

B. Construction operations in rivers, streams, lakes, tidal waters, reservoirs, canals and other water impoundments will be restricted to those areas where it is necessary to perform filling or excavation to accomplish the Work shown in the Plans and to those areas which must be entered to construct temporary or permanent structures. As soon as conditions permit, rivers, streams, lakes, tidal waters, reservoirs, canals and other water impoundments will be promptly cleared of all obstructions placed therein or caused by construction operations.

C. Except as necessary for construction, excavated material will not be deposited in rivers, streams, lakes, tidal waters, reservoirs, canals and other water impoundments, or in a position close enough thereto to be washed away by high water or runoff.

D. The Contractor shall not disturb lands or waters outside the limits of construction except as may be found necessary and authorized by the Owner.

1.04 SCHEDULING/COORDINATION

A. Clearing and grubbing will be so scheduled and performed that grading operations can follow immediately thereafter. Grading operations will be so scheduled and performed that permanent erosion control features can follow immediately thereafter if conditions on the Project permit.

B. The Contractor shall schedule operations such that the area of unprotected erodible earth exposed at any one time is not larger than the minimum area necessary for efficient construction operations, and the duration of exposed, uncompleted construction to the elements will be as short as practicable.

1.05 PROTECTION OF STORM DRAINS

A. Storm drainage facilities, both open and closed conduit, serving the construction area will be protected from pollutants and contaminants by the Contractor.

B. If the Owner determines that siltation of drainage facilities has resulted due to the Project, the Owner will advise the Contractor to remove and properly dispose of the deposited materials. At the Owner's sole discretion, the Contractor may be directed to camera the line to ensure that all siltation or materials have been removed. Cost for this work will not be an increase to the Contract Sum.

C. Should the Contractor fail to or elect not to remove the deposits, the Owner will provide maintenance cleaning as necessary and charge all costs of such service against the amount of money due or to become due the Contractor.

1.06 PREVENTION, CONTROL AND ABATEMENT REQUIREMENTS

A. The Contractor shall provide, install, construct, and maintain all coverings, mulching, sodding, sand bagging, berms, slope drains, hay and straw bales, sedimentation structures, or other devices necessary to meet City, State and Federal regulatory agency codes, rules and laws, and as indicated on the Drawings.

B. The locations of and methods of operation in all detention areas, borrow pits, material supply pits and disposal areas furnished by the Contractor will meet the approval of the Owner as being such that erosion during and after completion of the Work will not likely result in detrimental siltation or water pollution.

C. The Owner may limit the surface areas of unprotected erodible earth exposed by clearing and grubbing, excavation or filling operations and may direct the Contractor to provide immediate erosion or pollution control measures to prevent siltation or contamination of any river, stream, lake, tidal water, reservoir, canal, and other water impoundment or to prevent damage to the Project or property outside the Project limits.

PART 2 – PRODUCTS

Not used.

PART 2 – EXECUTION

Not used.

END OF SECTION

SECTION 01561 - CONSTRUCTION CLEANING

PART 1 - GENERAL

1.01 REQUIREMENTS INCLUDED

A. Contractor shall execute daily cleaning during progress of Work. Contractor shall execute final cleanup prior to Substantial Completion and again prior to Final Acceptance.

B. Hazards Control:

Contractor shall:

1. Store volatile wastes in covered metal containers.

2. Remove containers from premises daily.

3. Prevent accumulation of wastes which create hazardous conditions.

4. Provide adequate ventilation during use of volatile or noxious substances.

C. Contractor shall conduct cleaning and disposal operations to comply with local ordinances and anti-pollution laws:

1. Contractor shall not burn or bury rubbish and waste materials on Project site.

2. Contractor shall not dispose of volatile wastes, such as mineral spirits, oil, or paint thinner, in storm or sanitary drains.

D. Contractor shall transport waste materials and debris across Airport property in covered trucks.

PART 2 - PRODUCTS

2.01 MATERIALS

Contractor shall use cleaning materials recommended by manufacturer of surface to be cleaned which will not create hazards to health or property and which will not damage surfaces.

PART 3 - EXECUTION

3.01 CLEANING DURING CONSTRUCTION

A. Contractor shall execute periodic cleaning to keep building, grounds, and public properties free of accumulation of waste materials, rubbish, and wind-blown debris resulting from construction operations.

B. Contractor shall apply protective covering on newly installed Work where reasonably required to ensure freedom from damage or deterioration at time of Substantial

Completion and Final Acceptance. Contractor shall clean and perform maintenance on other newly installed Work as frequently as necessary through remainder of construction period.

C. Contractor shall adjust and lubricate operable components to ensure operability without damaging effects.

D. Contractor shall furnish on-site containers for collection of waste materials, debris, and rubbish.

E. Contractor shall remove waste material, debris, and rubbish from Project site daily.

F. Contractor shall not drop or throw materials from heights.

G. Contractor shall continue cleaning daily until building is ready for occupancy.

3.02 DUST CONTROL

Contractor shall:

A. Clean interior building areas prior to start of finish painting or special coatings.

B. Wet down materials and rubbish to prevent blowing dust.

C. Schedule cleaning operations so that dust and other contaminants resulting from cleaning process will not fall on wet, newly painted surfaces.

3.03 FINAL CLEANING

A. Contractor shall provide final cleaning of the Work, including all adjacent protection areas surface or unit of Work to normal "clean" condition expected for a first-class building cleaning and maintenance program. Contractor shall comply with manufacturer's instructions for cleaning operations. The following are examples, but not by way of limitation, of cleaning levels required:

1. Removal of labels which are not required as permanent labels.

2. Cleaning of transparent materials, including mirror, window, and door glass, to polished condition. Remove substances which are noticeable as vision obscuring materials.

3. Replacing of broken glass and damaged transparent materials.

4. Cleaning of exposed exterior and interior hard-surfaced finishes to dirt-free condition, free of dust, stains, films, and similar noticeable distracting substances.

5. Restoring of reflective surface to original reflective condition.

6. Wiping of surfaces of mechanical and electrical equipment clean, including

elevator equipment.

7. Removal of excess lubrication and other substances.

8. Removal of debris and surface dust from limited access spaces including roofs, plenums, shafts, trenches, equipment vaults, manholes, and similar spaces.

9. Broom cleaning of concrete floors in non-occupied spaces.

10. Vacuum cleaning of carpeted surfaces and similar soft surfaces.

11. Cleaning of plumbing fixtures to sanitary condition, free of stains, including those resulting from water exposure.

12. Cleaning of equipment to condition of sanitation ready and acceptable for intended use.

13. Cleaning of light fixtures and lamps to function with full efficiency.

14. Cleaning of Project site, including landscape development areas, of litter and foreign substances.

15. Sweeping of paved areas to broom-clean condition. Remove stains, petro-chemical spills, and other foreign deposits.

16. Raking of grounds which are neither planted nor paved to smooth, even-textured surface.

B. Contractor shall remove waste materials from Project site daily and dispose of in a lawful manner.

C. Protection - Limiting Exposures: Contractor shall supervise construction operations to assure that no part of the construction completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

D. Removal of Protection - Contractor shall remove temporary protection devices and facilities which were installed during course of the Work to protect previously completed Work during remainder of construction period.

END OF SECTION

SECTION 01600 - MATERIALS AND EQUIPMENT

PART 1 - GENERAL

1.01 TRANSPORTATION AND HANDLING

Contractor shall:

A. Deliver, handle, and store products in accordance with manufacturer's recommendations and by methods and means which will prevent damage, deterioration, and loss, including theft.

B. Control delivery schedule to minimize long-term storage of products at Project site from overcrowding of construction spaces. Coordinate delivery and installation to minimize holding of storage times for products recognized to be flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other sources of loss.

C. Deliver products in undamaged conditions, in manufacturer's original containers and prepackaging, with identifying labels intact and legible.

D. Immediately upon delivery, inspect shipments for compliance with requirements of Contract Documents and accepted submittals and to verify that products are properly protected and undamaged.

E. Promptly remove unsatisfactory materials from Project site.

F. Furnish equipment and personnel to handle products by methods to prevent soiling or damage to products or packaging.

G. Provide transportation and delivery F.O.B. Project Site.

1.02 STORAGE

Contractor shall:

A. Store materials subject to damage from exposure to weather in weather tight storage facilities of suitable size with floors raised above ground. Materials not subject to weather damage may be stored on blocks off ground.

B. Store fabricated products in accordance with manufacturer's instructions, with seals and labels intact and legible. Store products subject to damage by elements in weather tight enclosures. Maintain temperature and humidity within range required by manufacturer's instructions.

C. Cover materials which are subject to deterioration with impervious sheet covering providing adequate ventilation to avoid condensation.

D. Store loose granular materials in well-drained area on solid surfaces to prevent mixing with foreign matter and cover during inclement weather. Store cemetitious and clay

products clear of earth or concrete floors, away from walls.

E. Arrange storage in manner to permit easy access for inspections.

F. Protect metal from damage, dirt, or dampness. Furnish flat, solid support for sheet products during storage.

G. Make periodic inspections of stored materials to verify that products are maintained under specified conditions and are free from damage or deterioration.

H. Not use materials in Work which have deteriorated, become damaged, or are otherwise unfit for use.

I. Store and mix paints in assigned room or area kept under lock and key.

J. Remove oil, rags, and other combustible materials daily, store in covered metal containers and take precautions to prevent fire hazards.

K. Not load structure during construction by storing materials with load greater than structure can bear safely.

PART 2 - PRODUCTS

2.01 MATERIAL AND EQUIPMENT INCORPORATED INTO WORK

Contractor shall:

A. Comply with applicable Specifications and Standards.

B. Comply with size, make, type, and quality specified or as specifically accepted in writing by Owner.

C. Design, fabricate, and assemble products in accordance with engineering and shop practices normal to trade.

D. To greatest extent possible, for each unit of Work, provide products, materials, or equipment of singular generic kind and from single source.

E. Manufacture like parts of duplicate units to standard interchangeable sizes and gages. Two or more items of same kind may be identical by same manufacturer.

F. Provide products suitable for service conditions.

G. Adhere to equipment capacities, sizes, and dimensions shown or specified unless variations are specifically accepted in writing.

H. Not use material or equipment for any purpose other than that for which it is designed or is specified.

I. Nameplates:

1. Not permanently attach or imprint manufacturer's or producer's nameplates or trademarks on exposed surfaces of products which will be exposed to view either in occupied spaces or on exterior of Work, except for Testing Laboratory approval labels and operating data.

2. Locate required labels and stamps on concealed surface or, where required for observation after installation, on accessible surface which in occupied spaces are not conspicuous.

J. Equipment Nameplates:

1. Provide permanent nameplate on each item of service-connected or power-operated equipment.

2. Indicate manufacturer, product name, model number, serial number, capacity, speed, ratings, and similar essential operating data.

3. Locate nameplates on an easily accessed surface which, in occupied spaces, is not conspicuous.

K. Provide products which comply with requirements, which are undamaged and unused at time of installation, and which include accessories, trim, finish, safety guards, and other devices and details needed for installation, intended use, and effect.

L. Standard Products: Where available, provide standard products of types which have been produced and used previously and successfully on other projects and in similar applications.

M. Contractor shall affix Owner property tags to all equipment required to be inventoried by Owner. Contractor shall verify requirement with Owner for each purchased equipment.

PART 3 - EXECUTION

3.01 MANUFACTURER'S INSTRUCTIONS

Contractor shall:

A. When Contract Documents require that installation of Work will comply with manufacturer's printed instructions, obtain and distribute copies of instructions to parties in installation, including two copies to the Owner, prior to commencing Work.

B. Maintain one set of complete instructions at Project site during installation and until completion.

C. Maintain copies for Project Record Documents.

D. Handle, install, connect, clean, condition, and adjust products in strict accord with

manufacturer's instructions and in conformity with specified requirements.

E. Inspect substrate to receive Work and conditions under which Work is to be performed.

F. Notify the Owner in writing for further instructions, should job conditions or specified requirements conflict with manufacturer's instructions and not proceed with Work without clear written instructions.

G. Perform Work in accordance with manufacturer's instructions and not omit preparatory steps or installation procedures.

H. Install Work during conditions of temperature, humidity, exposure, forecasted weather, and status of Project completion which will ensure best possible results for each item of material or equipment.

I. Isolate non-compatible materials to prevent deterioration.

J. Mount individual units of Work at industry recognized standard mounting heights for applications indicated and refer questionable mounting height choices to Owner for final decision.

3.02 PROTECTION

Contractor shall:

A. Furnish protection against weather. Cover building openings to protect interior of building from weather.

B. Maintain Work, materials, apparatus, and fixtures free from damage.

C. Protect items having factory finish to prevent damage to finish and equipment.

D. At end of day's Work, cover new Work likely to be damaged or otherwise protect as necessary.

E. After installation, secure substantial coverings as necessary to protect installed products from damage from traffic and subsequent construction operations.

F. Remove protection when no longer needed and upon completion of Work, remove storage facilities from Project site.

G. Install and maintain barricades, stanchions, or other means of protection to keep traffic off of installed product as necessary.

END OF SECTION

SECTION 01605 - PRODUCTS AND SUBSTITUTIONS

PART 1 - GENERAL

1.01 DESCRIPTION

A. Definitions: Definitions used in this paragraph are not intended to negate the meaning of other terms used in the Contract Documents, including such terms as, "specialties", "systems", "structure", "finishes", "accessories", "furnishings", "special construction" and similar terms. Such terms are self-explanatory and have recognized meanings in the construction industry.

1. "Products" are defined to include purchased items for incorporation into the Work, regardless of whether specifically purchased for Project or taken from Contractor's stock of previously purchased products.

2. "Named Products" are products identified by use of the Manufacturer's name for a product, including such items as a make or model designation, as recorded in published product literature, of the latest issue as of the date of the Contract Documents.

3. "Materials" are defined as products which must be substantially cut, shaped, worked, mixed, finished, refined, or otherwise fabricated, processed, installed or applied to form units of Work.

4. "Equipment" is defined as products with operational parts, regardless of whether motorized or manually operated, and particularly including products with service connections (wiring, piping, etc).

B. Substitutions: The Contractor's requests for changes in the products, materials, equipment and methods of construction required by the Contract Documents are considered requests for "substitutions" and are subject to the requirements specified herein.

1. The requirements for substitutions do not apply to specified Contractor options on products and construction methods. Revisions to Contract Documents, where requested by the Owner or Design Professional, are "changes" not "substitutions".

2. Requested substitutions during subcontractor bidding period, which have been accepted prior to Receipt of Bids, are included in Contract Documents and are not subject to requirements for substitutions as specified herein.

3. Contractor's determination of and compliance with governing regulations and orders issued by governing authorities does not constitute "substitutions", and does not constitute a basis for Change Orders, except as provided for in the Contract Documents. Otherwise, Contractor's requests for changes in products, materials and methods of construction required by Contract Documents are

considered requests for "substitutions" and are subject to the requirements hereof.

C. Standards:

Refer to Specification Section 01095 - DEFINITIONS AND STANDARDS for acceptability of industry standards to products of Project and for acronyms used in text of Specification sections.

1.02 REQUIREMENTS INCLUDED

A. Materials specified are to define standard of quality or performance and to establish basis for evaluation of selections.

B. Size of each item of material and equipment shown on the Drawings is based on dimensions of individual manufacturers. While other manufacturers may be acceptable, it will be responsibility of the Contractor to determine whether or not material and equipment proposed will fit into available space.

C. Compliance requirements for individual products as indicated in Contract Documents are multiple in nature and may include generic, descriptive, proprietary, performance, prescriptive, compliance with standards, compliance with codes, conformance with graphic details, and other similar forms and methods of indicating requirements, all of which must be complied with. Allowances, alternatives, and similar provisions of the Contract Documents will have bearing on selection process.

D. Where materials or equipment are specified by trade or brand name, it is not intended to discriminate against an equivalent product of another manufacturer, except where specifically noted NO SUBSTITUTION.

E. Contractor's options for selecting products are limited by Contract Document requirements and governing regulations and are not controlled by industry traditions or procedures experienced by Contractor on previous construction projects.

F. Revisions to Contract Documents, where requested by Owner or Design Professional, are changes not substitutions.

G. When specified products do not comply with requirements or are not a feasible selection, advise Owner in writing before proceeding.

1.03 QUALITY ASSURANCE

A. Source Limitations:

1. To the greatest extent possible for each unit of Work, provide products, materials, or equipment of a singular generic kind from a single source.

2. When it is discovered that specified products are available only from sources that

do not or cannot produce a quality adequate to complete Project requirements in a timely manner, consult with the Design Professional for a determination of the most important product qualities before proceeding. Qualities may include attributes relating to visual appearance, strength, durability, or compatibility. When a determination has been made, select products from sources that produce products that possess these qualities to the fullest extent possible.

B. Compatibility of Options:

When the Contractor is given the option of selecting between two or more products for use on the Project, the product selected will be compatible with products previously selected, even if previously selected products were also options. Complete compatibility between the various choices available to the Contractor is not assured by the various requirements of the Contract Documents but will be provided by the Contractor.

1.04 SUBSTITUTIONS

A. Procedures:

1. During Bidding:

a. Refer to requirements specified under Section 00100 - INSTRUCTIONS TO BIDDERS for substitutions during Bidding.

2. After Contract is Awarded:

a. Contractor's request for substitutions will be received and considered when extensive revisions to Contract Documents are not required and changes are in keeping with general intent of Contract Documents, when timely, fully documented and properly submitted, and when one or more of the following conditions are satisfied, all as judged by the Owner. Otherwise requests will be returned without action except to record non-compliance with these requirements.

(1) Where request is directly related to an "or equal" clause or other language of same effect in Contract Documents.

(2) Where required product, material or method cannot be provided within Contract Time, but not as a result of Contractor's failure to pursue the Work promptly or to coordinate various activities properly.

(3) Where required product, material or method cannot be provided in a manner which is compatible with other materials of the Work, or cannot be properly coordinated therewith, or cannot be warranted as required, or cannot be used without adversely affecting Owner's insurance coverage on completed Work, or will encounter other substantial non-compliances which are not

possible to otherwise overcome except by making requested substitution, which Contractor thereby certifies to overcome such non-compatibility, non-coordination, non-warranty, non-insurability or other non-compliance as claimed.

(4) Where required product, material or method cannot receive required approval by a governing authority and requested substitution can be so approved.

b. Noncomplying requests will be returned without action except to record noncompliance with requirements.

c. Properties of proposed substitution, including but not limited to the following, as applicable, will be considered:

(1) Physical dimension requirements to satisfy space limitations.
(2) Static and dynamic weight limitations, structural properties.
(3) Audible noise levels.
(4) Vibration generation.
(5) Interchangeability of parts or components.
(6) Accessibility for maintenance, possible removal or replacement.
(7) Colors, textures, and compatibility with other materials, products, assemblies, and components.
(8) Equipment capacities and performance characteristics.
(9) Electromagnetic interference.

d. Substitutions will not be considered if:

(1) They are indicated or implied on Shop Drawing, Project Data submittals, or mock-ups without formal request.
(2) Acceptance will require substantial revision of Contract Documents as determined by Owner.
(3) Additional cost to Owner is involved.
(4) Requests for substitutions are not submitted in a timely fashion.

e. Contractor will bear all costs for additional compensation to Owner's Design Professional for redesign and evaluation services, increased costs of other work by Owner or separate contractors, and other incurred costs or similar considerations due to acceptance of substitution.

f. Should substitution be accepted under provisions of above clauses, and substitution subsequently proves defective or otherwise unsatisfactory for service for which it was intended within warranty period, the Contractor will replace defective material with material specified at no additional cost to Owner.

g. Submittal of, and Contractor's acceptance of, shop drawings, product data, or samples which relate to work not complying with requirements

of Contract Documents does not constitute an acceptable and valid request for substitution, nor approval thereof.

h. If proposed substitution is not accepted or all requirements are not entirely complied with, provide specified product or material. Costs for delays will be borne by Contractor.

B. Form of Requests:

1. Submit three copies, fully identified for product or method being replaced by substitution, including related Specifications section and drawing number(s), and fully documented to show compliance with requirements for substitutions.

2. Proposed substitutions will state:

a. Product Data, Drawings.

b. Changes required in other elements of Work because of substitution.

c. Availability of maintenance service and source of replacement parts as applicable.

d. When requested, test data from independent testing laboratory to show compliance with performance characteristics specified.

e. Related Specifications sections and drawing numbers, fully documented to show compliance with requirements for substitutions.

f. Description of methods.

g. Samples where applicable.

h. Detailed comparison of significant qualities between specified item and proposed substitution.

i. Statement of effect on construction time and coordination with other affected work.

j. Statement to the effect that proposed substitution will result in Work equal to or better than Work originally indicated.

k. Cost information or proposal.

C. Shop Drawings, Product Data and Sample Submittals:

Contractor's submittal of (and Owner’s acceptance of) Shop Drawings, mock-ups, Product Data or samples which relate to Work not complying with requirements of Contract Documents does not constitute an acceptable or valid request for a substitution, nor

approval thereof.

1.05 CONTRACTOR'S REPRESENTATIONS

A. Request for substitution constitutes representation that Contractor:

1. Has investigated proposed product and determined that it is equal to or superior in all respects to that specified.

2. Will furnish same warranties or bonds for substitution as for product specified.

3. Will coordinate installation of accepted substitution into Work and make such other changes as may be required to make Work complete in all respects.

4. Waives all claims for additional costs which may subsequently become apparent.

1.06 OWNER'S DUTIES

A. Owner will determine acceptability of proposed substitutions.

B. Owner will review requests for substitutions with reasonable promptness and notify Contractor, in writing, of decision to accept or reject requested substitution. Owners judgment and decision is final.

C. Review of Owner’s acceptance or failure to take exceptions to substitutions or other review documents will not relieve Contractor of its responsibility for item actually meeting performance or other requirements of Contract Documents.

1.07 SUBMITTALS

A. Product List Schedule:

1. Prepare a schedule showing products specified in a tabular form acceptable to the Owner. Include generic names of products required. Include the manufacturer's name and proprietary product names for each item listed.

2. Coordinate the product listing with the Contractor's Construction Schedule and the Schedule of Submittals.

3. Form:

a. Prepare the product listing schedule with information on each item tabulated under the following column headings:

(1) Related Specification heading number.
(2) Generic name used in Contract Documents.

(3) Proprietary name, model number and similar designations.
(4) Manufacturer's name and address.
(5) Supplier's name and address.
(6) Installer's name and address.

4. Initial Submittal:

Within 14 days after date of commencement of the Work, submit initial product list schedule. Provide a written explanation for omissions of data and for known variations from Contract requirements.

5. Owner's Action:

a. The Owner will respond in writing to the Contractor. The Owner's response will include the following:

(1) A list of unacceptable product selections, containing a brief explanation of reasons for this action.

(2) A request for additional data necessary for the review and possible acceptance of the products and manufacturers listed.

PART 2 - PRODUCTS

2.01 GENERAL PRODUCT REQUIREMENTS

A. General:

1. Provide products which comply with requirements, which are undamaged and unused at time of installation, and which are complete with accessories, trim, finish, safety guards, and other devices and details needed for complete installation and for intended use and effect.

2. Compliance with codes, graphic details, allowances, and similar provisions of the Contract Documents also have a bearing on the selection process.

3. Refer to Section 01600 - MATERIALS AND EQUIPMENT.

B. Standard Products:

Where available, provide standard products of types which have been produced and used previously and successfully on other projects and in similar applications.

C. Continued Availability:

Where additional amounts of a product, by nature of its application, are likely to be needed by Owner at a later date for maintenance and repair or replacement work, provide a standard, domestically produced product which is likely to be available to

Owner at such later date.

2.02 PRODUCT SELECTION LIMITATIONS

A. Product Selection Procedures: Contractor's options in product selection are governed by the Contract Documents and governing regulations, not by previous industry tradition or project experience. Procedures governing product selection include, but are not limited to, the following:

1. Proprietary Specification Requirements:

a. Where a single product or manufacturer is named, provide the product indicated. Other products may be considered by the Owner in compliance with provisions concerning substitutions. Where the term NO SUBSTITUTION is indicated, provide only product indicated.

b. Advise the Owner before proceeding when it is discovered that the named product is not a feasible solution.

2. Semi-proprietary Specification Requirements:

a. Where two or more products or manufacturers are named, provide one of the products indicated. No substitutions will be permitted, unless the Specifications indicate possible consideration of other products.

b. Acceptable Manufacturers: When products are specified by one or more manufacturers' model or performance criteria with reference to other acceptable manufacturers, products manufactured by acceptable manufacturers listed must meet minimum performance criteria specified or meet quality of models specified.

c. Advise the Owner before proceeding when it is discovered that the named product is not a feasible solution.

d. Where products or manufacturers are specified by name accompanied by the term "or equal" or "or approved equal," comply with Item 1.04 SUBSTITUTIONS of this Section for procedural requirements governing substitutions to obtain approval for use of an unnamed product.

3. Non-Proprietary Specifications:

When the Contract Documents list products or manufacturers that are available and may be incorporated in the Work but do not restrict the Contractor to use of these products only, the Contractor may propose any available product that complies with Contract Document requirements. Comply with Item 1.04 SUBSTITUTIONS of this Section for procedural requirements to obtain approval for use of an unnamed product.

4. Descriptive Specification Requirements:

   Where Contract Documents describe a product or assembly listing exact characteristics required, with or without use of a brand or trade name, provide a product or assembly that provides those characteristics and otherwise complies with the Contract Documents.

5. Prescriptive Requirements:

   Provide products which have been produced in accordance with prescriptive requirements, using specified ingredients and components and complying with specified requirements for mixing, fabricating, curing, finishing, testing, and similar operations in manufacturing process.

6. Performance Specification Requirements:

   a. Where Contract Documents require compliance with performance requirements, provide products that comply with these requirements and are recommended by the manufacturer for the application indicated. General overall performance of a product is implied where the product is specified for a specific application.

   b. Manufacturer's recommendations may be contained in published product literature or by the manufacturer's certification of performance.

7. Compliance with Standards, Codes and Regulations:

   Where the Contract Documents only require compliance with an imposed code, standard or regulation, select a product that complies with the standards, codes or regulations specified.

8. Visual Matching:

   a. Where Contract Documents require matching an established sample, the Owner’s decision will be final on whether a proposed product matches satisfactorily.

   b. Where no product available within the specified category matches satisfactorily and also complies with other specified requirements, comply with provisions of the Contract Documents concerning "substitutions" for selection of a matching product in another category, or for noncompliance with specified requirements.

9. Visual Selection:

   a. Where specified product requirements include the phrase "…..as selected from manufacturer's standard colors, patterns, textures..." or a similar phrase, select a product and manufacturer that complies with other

specified requirements. The Owner will select the color, pattern and texture from the product line selected.

b. Where specified product requirements include "..as selected from standard colors, patterns, textures available within the industry..", or words to that effect, selection of product complying with requirements and within established cost category is Owner's and Design Professional's selection, including designation of manufacturer where necessary to obtain desired color, pattern, or texture.

10. Compatibility of Products:

a. Where more than one choice is available as an option for Contractor's selection of product or material, select the option which is compatible with other products and materials already selected which may have been from among options for other products and materials.

b. Total compatibility among options is not assured by limitations within Contract Documents, but must be provided by Contractor.

c. Compatibility is basic general requirement of product and material selections.

2.03 NAMEPLATES

A. Except as otherwise indicated for required approval labels and operating data, do not permanently attach or imprint manufacturer's or producer's nameplates or trademarks on exposed surfaces of products which will be exposed to view either in occupied spaces or on exterior of the Work.

1. Labels: Locate required labels and stamps on a concealed surface or, where required for observation after installation, on an accessible surface which, in occupied spaces, is not conspicuous.

2. Equipment Nameplates: Provide permanent nameplate on each item of service-connected or power-operated equipment. Locate nameplates on an easily accessed surface which, in occupied spaces, is not conspicuous. The nameplate will contain the following information and other essential operating data:

a. Name of product and manufacturer.

b. Model and serial number.

c. Capacity.

d. Speed.

e. Ratings.

PART 3 - EXECUTION

3.01 INSTALLATION OF PRODUCTS

A. Except as otherwise indicated in individual sections of the Contract Documents, comply with manufacturer's instructions and recommendations for installation of products in the applications indicated. Anchor each product securely in place, accurately located and aligned with other Work.

B. Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion of the whole Work.

END OF SECTION

SECTION 01610 – CONTROL OF MATERIALS

PART 1 - GENERAL

1.01 SOURCE OF SUPPLY AND QUALITY REQUIREMENTS

A. The materials used in the Work shall conform to the requirements of the Contract, Plans, and Specifications. Unless otherwise specified, such materials that are manufactured or processed shall be new (as compared to used or reprocessed).

B. In order to expedite the inspection and testing of materials, the Contractor shall furnish documentation to the Owner as to the origin, composition, and manufacture of all materials to be used in the Work. Documentation shall be furnished promptly after execution of the Contract but, in all cases, prior to delivery of such materials.

C. At the Owner's option, materials may be approved at the source of supply before delivery. If it is found after trial that sources of supply for previously approved materials do not produce specified products, the Contractor shall furnish materials from other sources.

D. The Contractor shall furnish airport lighting equipment that meets the requirements of the specifications; and is listed in AC 150/5345-53, *Airport Lighting Equipment Certification Program* and *Addendum*, that is in effect on the date of advertisement.

1.02 SAMPLES, TESTS, AND CITED SPECIFICATIONS.

A. All materials used in the Work shall be inspected, tested, and approved by the Owner before incorporation in the Work unless otherwise designated. Any Work in which untested materials are used without approval or written permission of the Owner shall be performed at the Contractor's risk. Materials found to be unacceptable and unauthorized will not be paid for and, if directed by the Owner, shall be removed at the Contractor's expense.

B. Unless otherwise designated, quality assurance tests will be made by and at the expense of the Owner in accordance with the cited standard methods of ASTM, American Association of State Highway and Transportation Officials (AASHTO), Federal specifications, Commercial Item Descriptions, and all other cited methods, which are current on the date of advertisement for bids.

C. The testing organizations performing on-site quality assurance field tests shall have copies of all referenced standards on the construction site for use by all technicians and other personnel. Unless otherwise designated, samples for quality assurance will be taken by a qualified representative of the Owner. All materials being used are subject to inspection, test, or rejection at any time prior to or during incorporation into the Work. Copies of all tests will be furnished to the Contractor's representative at their request after review and approval of the Owner.

D. A copy of all Contractor QC test data shall be provided to the Owner daily, along with printed reports, in an approved format, on a weekly basis. After completion of the project, and prior to final payment, the Contractor shall submit a final report to the Owner showing all test data reports, plus an analysis of all results showing ranges, averages, and

corrective action taken on all failing tests.

1.03 CERTIFICATION OF COMPLIANCE/ANALYSIS (COC/COA).

A. The Owner may permit the use, prior to sampling and testing, of certain materials or assemblies when accompanied by manufacturer's COC stating that such materials or assemblies fully comply with the requirements of the Contract. The certificate shall be signed by the manufacturer. Each lot of such materials or assemblies delivered to the Work must be accompanied by a certificate of compliance in which the lot is clearly identified. The COA is the manufacturer's COC and includes all applicable test results.

B. Materials or assemblies used on the basis of certificates of compliance may be sampled and tested at any time and if found not to be in conformity with Contract requirements will be subject to rejection whether in place or not.

C. The form and distribution of certificates of compliance shall be as approved by the Owner.

D. When a material or assembly is specified by "brand name or equal" and the Contractor elects to furnish the specified "or equal," the Contractor shall be required to furnish the manufacturer's certificate of compliance for each lot of such material or assembly delivered to the Work. Such certificate of compliance shall clearly identify each lot delivered and shall certify as to:

1. Conformance to the specified performance, testing, quality or dimensional requirements; and

2. Suitability of the material or assembly for the use intended in the Work.

E. The Owner shall be the sole judge as to whether the proposed "or equal" is suitable for use in the Work. The Owner reserves the right to refuse permission for use of materials or assemblies on the basis of certificates of compliance.

1.04 PLANT INSPECTION

The Owner or its authorized representative may inspect, at its source, any specified material or assembly to be used in the Work. Manufacturing plants may be inspected from time to time for the purpose of determining compliance with specified manufacturing methods or materials to be used in the Work and to obtain samples required for acceptance of the material or assembly.

Should the Owner conduct plant inspections, the following conditions shall exist:

A. The Owner shall have the cooperation and assistance of the Contractor and the producer with whom the Contractor has contracted for materials.

B. The Owner shall have full entry at all reasonable times to such parts of the plant that concern the manufacture or production of the materials being furnished.

C. If required by the Owner, the Contractor shall arrange for adequate office or working space that may be reasonably needed for conducting plant inspections. Place office or working space in a convenient location with respect to the plant.

It is understood and agreed that the Owner shall have the right to retest any material that has been tested and approved at the source of supply after it has been delivered to the site. The Owner shall have the right to reject only material which, when retested, does not meet the requirements of the Contract, Plans, or Specifications.

1.05 ENGINEER/ OWNER FIELD OFFICE

An Engineer/Owner field office is not required.

1.06 STORAGE OF MATERIALS

Materials shall be stored to assure the preservation of their quality and fitness for the Work. Stored materials, even though approved before storage, may again be inspected prior to their use in the Work. Stored materials shall be located to facilitate their prompt inspection. The Contractor shall coordinate the storage of all materials with the Owner. Materials to be stored on Airport property shall not create an obstruction to air navigation nor shall they interfere with the free and unobstructed movement of aircraft. Unless otherwise shown on the plans and/or CSPP, the storage of materials and the location of the Contractor's plant and parked equipment or vehicles shall be as directed by the Owner. Private property shall not be used for storage purposes without written permission of the Owner or lessee of such property. The Contractor shall make all arrangements and bear all expenses for the storage of materials on private property. Upon request, the Contractor shall furnish the Owner a copy of the property Owner's permission.

All storage sites on private or Airport property shall be restored to their original condition by the Contractor at their expense, except as otherwise agreed to (in writing) by the Owner or lessee of the property.

1.07 UNACCEPTABLE MATERIALS

A. Any material or assembly that does not conform to the requirements of the Contract, Plans, or Specifications shall be considered unacceptable and shall be rejected. The Contractor shall remove any rejected material or assembly from the site of the Work, unless otherwise instructed by the Owner.

B. Rejected material or assembly, the defects of which have been corrected by the Contractor, shall not be returned to the site of the Work until such time as the Owner has approved its use in the Work.

1.08 OWNER FURNISHED MATERIALS

A. The Contractor shall furnish all materials required to complete the Work, except those specified, if any, to be furnished by the Owner. Owner-furnished materials shall be made available to the Contractor at the location specified.

B. All costs of handling, transportation from the specified location to the site of Work, storage, and installing Owner-furnished materials shall be included in the unit price bid for the Contract item in which such Owner-furnished material is used.

C. After any Owner-furnished material has been delivered to the location specified, the Contractor shall be responsible for any demurrage, damage, loss, or other deficiencies that may occur during the Contractor's handling, storage, or use of such Owner-furnished material. The Owner will deduct from any monies due or to become due the Contractor any cost incurred by the Owner in making good such loss due to the Contractor's handling, storage, or use of Owner-furnished materials.

PART 2 – PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.

END OF SECTION

SECTION 01640 - PRODUCT HANDLING

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope:

Contractor shall protect products scheduled for use in the Work by means including, but not necessarily limited to, those described in this Section.

B. Related Work:

Additional procedures also may be prescribed in other Sections of these Contract Documents.

See Section 014000 – Quality Control.

1.02 QUALITY ASSURANCE

Contractor shall:

A. Include within the Contractor's quality assurance program such procedures as are required to assure full protection of Work and materials and:

B. Submit a material receipt, offloading, and storage plan to the Owner for approval that addresses the following at a minimum:

1. Delivery, handling, and storage of products in accordance with manufacturer's recommendations and by methods and means which will prevent damage, deterioration, and loss, including theft.

2. Control delivery schedules to minimize long-term storage of products at Project site and overcrowding of construction spaces.

3. In particular, provide delivery/installation coordination to ensure minimum holding or storage times for products recognized to be flammable, hazardous, easily damaged, or sensitive to deterioration, theft and other sources of loss.

4. Delivery of products to the Project site in the manufacturer's sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting and installing.

5. Inspection of products upon delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected. Submission of a material receipt inspection report including checklists, pictures, etc. along with the daily production report.

6. Storage of products at the Project site in a manner that will facilitate inspection and measurement of quantity or counting of units.

7. Storage of heavy materials away from the Project structure in a manner that will not endanger the supporting construction.

8. Store products subject to damage by the elements above ground, under cover in a weather tight enclosure, with ventilation adequate to prevent condensation. Maintain temperature and humidity within range required by manufacturer's instructions.

9. Compliance with laws and regulations regarding storage of material and equipment such as quantity restrictions, stacking, compatibility with adjacent material, fire protection, containment, etc.

10. Provision of drawings indicating delivery routes, off-loading and lay-down areas, and storage areas.

C. Revise and resubmit the material receipt, offloading, and storage plan to the Owner for approval as onsite conditions change and/or project phasing progresses.

1.03 MANUFACTURER'S RECOMMENDATIONS

Except as otherwise approved by the Owner, Contractor shall determine and comply with manufacturer's recommendations on product handling, storage, and protection.

1.04 PACKAGING

A. Contractor shall deliver products to the Project site in their manufacturer's original containers, with labels intact and legible.

Contractor shall:

1. Maintain packaged materials with seals unbroken and labels intact until time of use.

2. At the time of delivery, inspect and remove damaged material and unsuitable items from the Project site, and promptly replace with material(s) meeting the specified requirements, at no additional cost to the Owner.

B. The Owner may reject as non-complying such material and products that do not bear identification satisfactory to the Owner as to manufacturer, grade, quality, and other pertinent information.

1.05 PROTECTION

Contractor shall:

A. Protect finished surfaces, including jambs and soffits of openings used as passageways, through which equipment and materials are handled.

B. Provide protection for finished floor surfaces in traffic areas prior to allowing equipment or materials to be moved over such surfaces.

C. Maintain finished surfaces clean, unmarred, and suitably protected until accepted by the Owner.

D. Store heavy materials away from the Project structure in a manner that will not endanger the supporting construction.

E. Restore storage areas to their previous condition regarding cleanliness. Remove all trash, debris, and clean up any spills.

1.06 REPAIRS AND REPLACEMENTS

Contractor shall:

A. In event of damage, promptly make replacements and repairs to the approval of the Owner and at no additional cost to the Owner.

B. Additional time required to secure replacements and to make repairs will not be considered by the Owner to justify an extension in the Contract Time.

1.07 REMOVAL OF NON-COMPLIANT MATERIAL AND EQUIPMENT

A. Material or equipment that is determined to be non-compliant with contract requirements shall not be off-loaded or stored onsite. The Contractor shall make prompt arrangements to have the material or equipment removed from the site. In the event the Contractor cannot or refuses to remove the material or equipment, the Owner reserves the right to have the non-compliant material or equipment removed from the site and stored at an appropriate location at the Contractor's expense.

PART 2 – PRODUCTS

Not used.

PART 3 – EXECUTION

Not used.

END OF SECTION

SECTION 01650 – CONSTRUCTION SALVAGE AND WASTE MANAGEMENT

PART 1 - GENERAL

1.01 SUMMARY

A. This section includes demolition and construction salvage and construction waste management requirements. This section does not include hazardous materials removed. Refer to other sections, as applicable, for hazardous materials removed.

1.02 DEFINITIONS

A. Alternative Daily Cover (ADC): Material, other than earthen material, placed on the surface of the active face of a municipal solid waste landfill at the end of each operating day to control vectors, fires, odors, blowing litter and scavenging.

B. Co-mingled or Off-site Separation: Collecting all material types into a single bin or mixed collection System and separating the waste materials into recyclable material types at an off-site facility.

C. Construction and Demolition Waste (CDW): Includes all nonhazardous solid wastes resulting from construction, remodeling, alterations, repair, and demolition. This includes material that is recycled, reused, salvaged or disposed as garbage.

D. Diversion Rate: (Total Waste Diverted from Landfill / Total Waste produced by project) x 100.

E. Garbage: Product or material typically considered to be trash or debris that is unable to be salvaged for resale, salvaged and reused, returned, or recycled.

F. Hazardous Materials/Hazardous Substance: Any substance that (i) the presence of which requires investigation, reporting, removal or remediation under any Environmental Law; (ii) that is or becomes defined as a “hazardous waste,” “hazardous substance,” “hazardous material,” “extremely hazardous substance,” or other type of pollutant or contaminant under any applicable Environmental Law; (iii) that is toxic, reactive, explosive, corrosive, flammable, radioactive, carcinogenic, mutagenic, teratogenic, or otherwise hazardous and is or becomes regulated by any applicable Environmental Law; (iv) that is or contains oil, gasoline, diesel fuel, aviation fuel, or other petroleum hydrocarbons, products or derivatives, other than petroleum, crude oil, and petroleum products to the extent contained within regularly operated motor vehicles; (v) that is or contains PCBs, asbestos, radon, urea formaldehyde or any substance that contains per- and polyfluoroalkyl substances (PFAS); (vi) that is fungi or bacterial matter

which reproduces through the release of spores or the splitting of cells, including but not limited to, mold (including, without limitation, penicillium/aspergillus and stachybotrys chartarum), and Legionella (legionella pneumophila); or (vii) the presence of which causes or threatens to cause a nuisance upon the Property or to adjacent property or poses or threatens to pose a hazard to the health or safety of any person, to plant or animal life, or to the environment, including, but not limited to sewage sludge, industrial slag, solvents and/or any other similar substances or materials.

Notwithstanding the foregoing, “Hazardous Substances” shall not include (i) "de minimis" quantities of such materials; (ii) substances customarily present in the ordinary course of business of ownership, operation and maintenance of a residential and commercial mixed-use property in a prudent manner, but only during the period that the same are stored in reasonable and customary quantities and stored and/or used in accordance with applicable Environmental Laws; or (iii) any quantities of such materials which are permitted to remain in the environment, including soil, sediments, groundwater, or other environmental media pursuant to principles of risk-based corrective action under applicable Environmental Laws.

G. Land Clearing Debris (LCD): Materials that are natural (e.g., rock, soil, stone, vegetation). This also includes uncontaminated soils that are designated as geotechnically unsuitable or excess excavation.

H. Proper Disposal: Disposal pursuant to all laws, rules, regulations and codes of the law.

I. Recyclable Materials: Products and materials that can be recovered and remanufactured into new products.

J. Recycling: The process of sorting, cleaning, treating and reconstituting materials for the purpose of using the material in the manufacture of a new product. This may be conducted on-site (e.g., as in the grinding of concrete).

K. Recycling Facility: An operation that is permitted to accept materials for the purpose of processing the materials into an altered form for the manufacture of a new product.

L. Salvage for Reuse: Existing usable product or material that can be saved and reused in some manner on the project site or other projects off-site.

M. Salvage for Resale: Existing usable product or material that can be saved and removed intact (as is) from the project site to another site for resale to others

without remanufacturing.

N. Solid Waste including Universal Waste: Any waste that is or becomes defined as a “solid waste”, “waste”, “special waste”, “garbage”, or “commercial solid waste” under any environmental law or any waste that can require special handling and management, including but not limited to, white goods, waste tires, used oil, lead-acid batteries, construction and demolition debris, ash residue, yard trash, biological wastes, pesticides, pharmaceuticals and mercury-containing devices and lamps; or any waste that is not hazardous waste and that is not prohibited from disposal in a lined landfill or yard trash, construction and demolition debris, processed tires, asbestos, carpet, cardboard, paper, glass, plastic, or furniture other than appliances.

O. Source Reduction: Eliminating project waste through reduced packaging, prefabrication, modular construction, or incorporating standard material lengths or sizes into construction documents.

P. Source-Separated Materials: Materials that are sorted at the site into separate containers for the purpose of reuse or recycling.

Q. Sources Separation: Sorting the recovered materials into specific material types with no, or a minimum amount of, cross-contamination on site.

R. Time-Based Separation: Collecting waste during each phase of construction or deconstruction that results in primarily one major type of recovered material. The material is removed before it becomes mixed with the material from the next phase of construction.

S. Waste Diversion: A management activity that disposes of waste through methods other than incineration or landfilling. Examples include reuse and recycling.

T. Waste-to-Energy: The conversion of non-recyclable waste materials into usable heat, electricity, or fuel through a variety of processes, including combustion, anaerobic digestion, and landfill gas (LFG) recovery.

1.03 SUBMITTALS

A. Construction Waste Management Plan

B. Contractor Staging Area Site Plan

C. Construction Waste Management Monthly Report

D. Construction Waste Management Final Report

1.04 PERFORMANCE GOALS

A. General: Divert CDW and LCD from landfill disposal by one or more combination of the following activities:

1. Salvage
2. Reuse or refurbishment
3. Source separated recycling
4. Co-mingled recycling
5. Donation to approved non-profit organization
6. Resale in accordance with Authority Standard Procedure S440.05 Transfer/Disposal of Equipment/Construction Salvage
7. Incineration in approved waste-to-energy facility

B. CDW materials that can be salvaged, resold, reused or recycled, include, but are not limited to the following:

1. Clean dimensional wood, pallet wood, plywood, Oriented Strand Board (OSB), and particleboard
2. Asphalt
3. Concrete and concrete masonry units
4. Brick
5. Ferrous and non-ferrous metals
6. Gypsum products
7. Acoustical ceiling tile
8. Glass, both window and bottle
9. Plastics, including plastic film
10. Carpet and pad
11. Cardboard packaging
12. Insulation
13. Field office waste paper, aluminum cans, glass, plastic, and cardboard
14. Non-hazardous solid waste or universal waste

1.05 CONSTRUCTION WASTE MANAGEMENT PLAN

A. Unless specifically waived by the Owner in writing, the Contractor shall include a Construction Waste Management Plan as outlined in this section.

B. Submit to the Owner a Construction Waste Management (CWM) Plan narrative in accordance with these specifications.

C. The Construction Waste Management Plan shall include the following:

1. Name of designated Waste Management Coordinator.
2. The plan must account for all materials, including land-clearing debris, materials to be used for alternative daily cover (ADC), and other materials not contributing to diversion but not included in the diverted waste total.
3. A list of <u>two (2)</u> demolition or construction waste materials that will be diverted from landfill disposal. Materials may be structural or non-

structural.

4. Include approximate percentage of overall project waste each materials represents.
5. Separately track CDW, LCD, landfill disposal, and recycled materials.
6. Identify materials as demolition or construction waste.
7. Include reference to separate hazardous materials removal, tracking and disposal procedures in accordance with other sections, as applicable.
8. Identify waste handling methods to be used, including one or more of the following:

    a. Method 1 - Contractor or subcontractor(s) hauls recyclable materials to an approved recycling facility.
    b. Method 2 - Contracting with diversion/recycling hauler to haul recyclable material to an approved recycling or material recovery facility.
    c. Method 3 - Recyclable material reuse on-site.
    d. Method 4 - Recyclable material salvage for resale.

9. Identification of each recycling or material recovery facility to be utilized, including name, address, types of materials being recycled at each facility and/or how the materials will be disposed or reused onsite.
10. Description of the method to be employed in collecting, and handling, waste materials.
11. Description of methods to communicate Construction Waste Management Plan to personnel and subcontractors.

1.06 CONTRACTOR STAGING AREA SITE PLAN

A. Submit a Contractor Staging Area Site Plan to achieve salvage and waste management goals prior to the start of construction.

    1. Identify designated areas in coordination with the Owner for stockpiling recyclable materials, including non-contaminated soils for re-use on site, including, but not limited to, infrastructure elevation changes, development of noise berms and consideration for landscape needs.
    2. Designate on-airport contractor haul routes in coordination with the Owner, focusing on safety and minimizing on-airport travel distances.

1.07 CONSTRUCTION WASTE MANAGEMENT MONTHLY REPORTS

A. Submit a monthly construction waste management status report.

    1. Include items-to-date as noted in 1.08 CONSTRUCTION WASTE MANAGEMENT FINAL REPORT.

1.08 CONSTRUCTION WASTE MANAGEMENT FINAL REPORT

A. Submit a Construction Waste Management Final Report. The report shall list the following for the project:

1. A record of each waste material type and quantity recycled, reused, salvaged, or disposed from the Project.
2. Include total quantity of waste material removed from the site and hauled to a landfill.
3. Percentage of total waste material generated that was recycled, reused, or salvaged.
4. Documentation of recycling rates for commingled facilities if applicable.
5. Total waste per gross floor area of project if applicable.

B. Quantities shall be reported by weight (tons) unless otherwise approved by the Owner.

C. Submit copies of manifests, weight tickets, recycling/disposal receipts or invoices, which validate the calculations or a signed certification of completeness and accuracy of the final quantities reported.

D. Submit a construction and demolition waste calculator or equivalent tool, tracking total and diverted waste streams.

E. The final reporting of hazardous materials removal will be in accordance with other sections and will not be included in the project's tracking total.

1.09 QUALITY ASSURANCE

A. Regulatory Requirements: The Contractor shall maintain compliance with all applicable Federal, State, or Local laws.

B. Disposal Sites, Recyclers and Waste Materials Processors: All facilities utilized for management of any materials covered under this specification must maintain all necessary permits as required by federal, state and local jurisdictions.

PART 2 – PRODUCTS

Not used.

PART 3 – EXECUTION

3.01 SOURCE-SEPARATED CDW AND LCD RECYCLING

A. Provide individual containers for separate types of CDW and LCD to be recycled clearly labeled with a list of acceptable and unacceptable materials.

3.02 CO-MINGLED CDW AND LCD RECYCLING

A. Provide containers for co-mingled CDW and LCD to be recycled, clearly labeled with a list of acceptable and unacceptable materials.

3.03 LANDFILL

A. Provide containers for CDW and LCD that are to be disposed of in a landfill clearly labeled as such.

3.04 REMOVAL OF CDW and LCD FROM PROJECT SITE

A. Transport CDW and LCD off Owner's property and legally dispose of it.

PART 4 – MEASUREMENT AND PAYMENT

4.01 GENERAL

A. No separate measurement or payment will be made for the work required by this section. The cost for this portion of the Work will be considered incidental to and included in the payments made for the applicable project amount or bid item(s).

END OF SECTION

SECTION 01700 - PROJECT CLOSEOUT

PART 1 - GENERAL

1.01 DESCRIPTION

Closeout is hereby defined as the performance of activities and the preparation and submittal of documents following Substantial Completion as specified in the Contract Documents as necessary to Final Acceptance and Contract closure. Specific requirements for individual units of Work are specified in other Sections. Should phased Substantial Completion be requested by the Owner, the Contractor and Owner will establish the extent of the area and scope that reached Substantial Completion. For each phased Substantial Completion area, the Contractor shall comply with this section. All close-out documentation will be tracked against the approved Closeout register imported in the Owner's Project Management Information Software (PMIS). The closeout register will be prepared and submitted at the beginning of the Project along with the Submittal register and Inspections & Test register. The Contractor will follow the Owner's process for submitting closeout documentation in the PMIS

1.02 PREREQUISITES TO SUBSTANTIAL COMPLETION

A. Prior to requesting Owner's and Design Professional inspection for Certificate of Substantial Completion, for either the whole Work or designated portions thereof, complete the following and list known exceptions in request:

1. In progress payment request, coinciding with, or first following date claimed, show 100% completion for portion of Work claimed as substantially completed, or list incomplete items, value of incompletion, and reasons for being incomplete.

2. Include supporting documentation for completion as indicated in the Contract Documents.

3. Submit statement showing accounting of changes to the Contract sum.

4. Advise Owner of pending insurance change-over requirements.

5. Obtain and submit releases enabling Owner's full and unrestricted use of the Work and access to services and utilities, including, where required, occupancy permits, operating certificates, and similar releases.

6. Deliver tools, spare parts, extra stocks of materials, and similar physical items to Owner.

7. Make final change-over of locks and transmit keys to Owner, and advise Owner's personnel of change-over in security provisions.

8. Complete start-up testing of systems and instructions of Owner's operating-maintenance personnel. Discontinue, or change over, and remove from Project

site temporary facilities and services, along with construction tools and facilities, mock-ups, and similar elements.

In Owner's sole discretion, it may waive the above requirements in writing and provide a deadline after Substantial Completion, but before final completion for compliance.

B. Cleaning and Repairs:

Immediately prior to the Owner's and Design Professional's inspection for Substantial Completion of the whole Work or designated portions thereof, the Contractor will completely clean the premises. Concrete and ceramic surfaces will be cleaned and washed. Resilient coverings will be cleaned, waxed and buffed. Woodwork will be dusted and cleaned. Sash, fixtures, and equipment will be thoroughly cleaned. Stains, spots, dust, marks, and smears will be removed from all surfaces. Hardware and all metal surfaces will be cleaned and polished. Glass and plastic surfaces will be thoroughly cleaned by professional window cleaners. All damaged, broken or scratched glass or plastic will be replaced by the Contractor at the Contractor's expense. Refer to Section 01561 - CONSTRUCTION CLEANING. In the event the Contractor does not strictly comply with these cleaning requirements, Owner may have the Work cleaned and backcharge the Contractor.

C. Inspection Procedures:

1. Incomplete Items Prior to Substantial Completion:

a. One week prior to anticipated date of Substantial Completion, the Contractor will furnish the Owner a list of items which Contractor expects will be incomplete at date of Substantial Completion.

b. The Owner will review the list and confirm its acceptability, or itemize objections and transmit such to the Contractor for action. Approval of this list by Owner will be a precondition for conducting the Substantial Completion inspection.

2. Upon receipt of Contractor's request for inspection, the Owner will either proceed with inspection or advise Contractor of prerequisites that are not fulfilled. Following initial inspection, the Owner will either prepare the Certificate of Substantial Completion or advise Contractor of work which must be performed prior to issuance of certificate. The Owner will repeat inspection when requested and when assured that the work has been substantially completed. A listing of work to be completed or corrected and the submission of closeout documents specified in Paragraph 1.03.A.1 will constitute the Final Acceptance punch list.

a. For projects under $10 million, the Final Acceptance punch list will be developed within 30 days after Substantial Completion and provided to the Contractor within five days of its completion.

b. For projects over $10 million, the Final Acceptance punch list will be developed within 60 days after Substantial Completion and will be provided to the Contractor within five days after its completion.

3. Following Substantial Completion, the Contractor will correct or complete all Final Acceptance punch list items, excluding closeout documents, to the satisfaction of the Owner within 30 days after delivering the Final Acceptance punch list for projects under $10 million and 60 days for projects above $10 million. If subsequent inspections are necessary after the prescribed time in order to eliminate all deficiencies, the cost of all subsequent inspections with respect to Owner's time will be paid by the Contractor. When ready, the Contractor will request in writing a final inspection of the Work. Upon completion of re-inspection, the Owner will either prepare a Certificate of Final Acceptance or advise Contractor of Work that is not completed or obligations that are not fulfilled as required for Final Acceptance. If necessary, procedures will be repeated. In the event of unacceptable Work discovered on the final inspection or if the submission of the closeout document is incomplete, the issuance of the Certificate of Final Acceptance will be withheld until all Final Acceptance punch list items and closeout documents are corrected or submitted to the Owner's satisfaction.

1.03 PREREQUISITES FOR FINAL COMPLETION AND ACCEPTANCE

A. Prior to requesting Owner's final inspection for Certification of Final Acceptance as required by this Contract, complete the following and list known exceptions in requests:

1. Submit certified copy of Final Acceptance punch list with a statement that each item has been completed, submitted or otherwise resolved for acceptance, and has been endorsed and dated by Owner. The Final Acceptance punch list will contain the requirement that the following named items will be submitted as closeout documents on Owner or statutory forms:

a. Consent of Surety to Payment
b. Contractor's Final Affidavit of Payment of Debts and Claims
c. Contractor's Affidavit of Releases of Lien waivers
d. Waiver of Right to Claim Against Payment Bond upon Final Payment
e. List of Contractor's first tier and second tier subcontractors and suppliers, including addresses, phone numbers and a summary of the scope of work.
f. Final release of lien from each subcontractor and supplier listed in d. above
g. Statement of compliance with labor standards and payment of all applicable taxes
h. Statement of Contractor's one-year general warranty
i. Specific warranties as specified in Contract Documents and include the subcontractor or supplier with its contact information when applicable.
j. Accounting of final Contract amount

k. Accounting of actual DBE (W/MBE) participation
l. As-Built drawings sufficient for the production of record drawings
m. O&M manuals, Record Project Manual and record documents (see paragraph 1.06)
n. Evidence of continuing insurance complying with specified requirements
o. Contractor's final pay application
p. Final amendment – when applicable

2. Submit final meter readings for utilities, measured record of stored fuel, and similar data either as of time of Substantial Completion or when Owner took possession of and responsibility for corresponding elements of the Work.

3. Complete final cleaning requirements, including touch-up of marred surfaces. Refer to Section 01561 - CONSTRUCTION CLEANING, Paragraph 3.03 FINAL CLEANING.

4. Touch-up and otherwise repair and restore marred exposed finishes.

1.04 PREREQUISITES TO FINAL PAYMENT

A. Final Payment: Final Payment will be made after Final Acceptance of the whole Work by the Owner upon request by the Contractor and on condition that the Contractor:

1. Acceptance and final payment: The Owner will check the final estimate submitted by the Contractor of the items of Work actually performed. The Contractor will approve the Owner's final estimate or advise the Owner of Contractor's objections to the final estimate which are based on disputes in measurements or computations of the final quantities.

The Contractor and the Owner will resolve all disputes in the measurement and computation of final quantities to be paid within 30 days of the Contractor's submission of the final estimates. If, after such 30 day period, a dispute still exists, the Contractor may approve the Owner's estimate under protest of the portions of Work in dispute, and such disputed quantities will be considered by the Owner as a claim in accordance with the Contract Documents.

a. After the Contractor has approved, or approved under protest, the Owner's final estimate, final payment will be processed based on the entire sum, or the undisputed sum in case of approval under protest, determined to be due the Contractor less all previous payments and all amounts to be deducted under the provisions of the Contract. All prior progress payments will be subject to correction in the final estimate and payment.

b. If the Contractor has filed a claim for additional compensation under the provisions of the Contract, such claims will be considered by the Owner. Upon final resolution of such claims, any additional payment determined

to be due the Contractor, if any, will be paid.

1.05 COMPLIANCES

A. Comply with safety standards and governing regulations for cleaning operations. Do not burn waste materials at Project site, bury debris or excess materials on Owner's property, or discharge volatile or other harmful or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of in a lawful manner.

B. Where extra materials of value remain after Work has been completed and become Owner's property, they will be relocated and stored as directed by Owner.

1.06 RECORD DOCUMENT SUBMITTALS

A. Specific requirements for record documents are shown in this Section. Other requirements are indicated in the General Conditions. General submittal requirements are indicated in submittals sections. Contractor should not use record documents for construction purposes, should protect record documents from deterioration and loss in a secure, fire-resistant location and should provide access to record documents for Owner's reference during normal working hours. All Close-out submittals will be itemized in a register template provided by the Owner.

1. Definition: Record documents are defined to include those documents relating directly to performance of the Work which Contractor is required to prepare or maintain for Owner's records and which record the Work as actually performed. In particular, record documents show changes in the Work in relation to way in which shown and specified by original Contract Documents and show additional information of value to Owner's records but not indicated by original Contract Documents. Record documents include newly-prepared drawings (if any are specified), marked-up copies of Contract Documents, specifications, addenda and change orders, field records for variable and concealed conditions such as excavations and foundations, and miscellaneous record information on Work which is otherwise recorded only schematically or not at all.

2. Record Drawings: Upon receipt of acceptable as-built drawings, Designer of Record will produce the official record drawings in the manner prescribed by the Contract Documents. The Contractor will submit the as-built drawings to the Owner for coordination. Record Drawings shall be sent electronically through the Owner’s Management Software.

3. Record Project Manual: Upon completion of mark-up, submit to Owner for Owner's records. Record Project Manual shall be sent electronically through the Owner’s Management Software.

4. Maintenance Manuals: Contractor will complete, place in order, properly identify and submit to Owner for Owner's records. Maintenance Manuals shall be sent electronically through the Owner’s Management Software (close-out module)

prior to required training and before substantial completion when applicable.

5. Miscellaneous Record Submittals: As defined in F, 1, a-g of this Section: Provide Reports from Owner's Management Software for each of the areas of Miscellaneous Records with Bookmarks for each section. Complete miscellaneous records and place in good order, properly identified and bound or filed, ready for continued use and reference. Submit to Owner for Owner's records through the Owner's Management Software Close-out Module after Substantial Completion.

B. Contractor's as-built drawings:

1. As-built drawings: The Contractor will maintain one conformed set of as-built drawings at the Project site. These will be kept legible and current and will be available for inspection at all times by the Owner. Changes or work added on these drawings will be shown in a contrasting color. Should as-built drawings be maintained electronically, the Owner shall have access to them at all times.

a. Mark-up Procedure: During progress of the Work, maintain a white-set (blue-line or black-line) of contract drawings and shop drawings, with mark-up of actual installations which vary substantially from the Work as originally shown. Mark fully and accurately whatever drawing is most capable of showing actual physical condition. Where shop drawings are marked-up, mark cross-reference on contract drawings at corresponding location. Mark with erasable colored pencil, using separate colors where feasible, or editable in electronic format, to distinguish between changes for different categories of Work at same general location. Mark-up important additional information which was either shown schematically or omitted from original drawings. Give particular attention to information on Work concealed which would be difficult to identify or measure and record at a later date. Note alternate numbers, change order numbers and similar identification. Require each person preparing mark-up to initial and date mark-up and indicate name of firm. Label each sheet "AS-BUILT" in 1/2 inch high letters. Contractor will provide in BIM format if BIM specification submittals are required

b. Show actual position of all underground and otherwise concealed civil, mechanical and electrical lines, conduit, pipes, ducts, etc. Items in areas with accessible ceilings or other ready access will not be considered as being concealed.

c. In showing changes in the Work, use the same legends as used on the original drawings. Indicate exact locations by dimensions and exact elevations by job datum. Give dimensions from a permanent point.

d. When manholes, boxes, underground conduits, plumbing hot or chilled water lines, inverts, etc., are involved as part of the Work, the Contractor will furnish true elevations and locations, all properly referenced by using the original bench mark used for this Project.

e. The Contractor will submit completed as-built drawings to the Owner for coordination. The Contractor will transmit original ½ size hard copy to the Owner and the Contractor will submit a consolidated electronic copy via Owner's Management Software and organized by design packages inclusive of all ASIs/ESIs.

f. As-built drawings will contain the names, addresses and phone numbers of the Contractor and the major subcontractors.

g. As-built drawings will be reviewed monthly for compliance and acceptability.

h. The Owner will be the sole judge of the acceptability of the as-built drawings. Receipt and acceptance of the as-built drawings is a pre-requisite for Final Payment.

C. Record Project Manual:

1. During progress of the work, maintain one copy of the record project manual, including addenda, change orders and similar modifications issued in printed form during construction. Mark-up variations in actual Work in comparison with text of specification and modification as issued. Give particular attention to substitutions, selection of options, and similar information on Work where it is concealed or cannot otherwise by readily discerned at a later date by direct observation. Note related record drawing information and product data, where applicable.

2. Where record project manual is printed on one side of page only, mark variation on blank left-hand pages of record project manual, facing printed right-hand pages containing original text affected by variation.

3. Upon completion of the Work, the document information maintained during construction such as addenda, alternates, construction change directives, change orders, work orders, etc. will be recorded as follows:

a. Neatly cross out the non-conforming portion of the record project manual and add by writing in the revised portion of the record project manual. Do not revise the record project manual by cutting and pasting the actual addenda, alternates, construction change directive, change orders, work orders, etc., as actually issued by the Owner. The revisions have to be actually written by the Contractor.

b. The volume(s) of record project manual will be clearly marked "PROJECT RECORD" in 1/2 inch high letters and bear the name of the Contractor and where applicable, the name of the subcontractor.

c. The Contractor will review the completed record project manual and ascertain that all data furnished in the record project manual is accurate and truly represents the Work as actually installed.

d. Any deviations from the method of executing the record project manual as described above will be considered just cause for disapproval by the Owner and the Design-Builder will be required to conform and resubmit.

e. Submit the record project manual to the Owner for compliance review and approval through the Owner's Management Software Close-out Module

f. Upon Owner's approval, the Contractor will submit the completed record project manual to the Owner through the Owner's Management Software Close-out Module

4. Information maintained during construction such as addenda, alternates, construction change directives, change orders, work orders, etc. will also be electronically recorded in original word processed documents converted to PDF format prior to submittal using strike-throughs for deletions, bold and italic for revisions and additions, and/or other acceptable method(s) where feasible to distinguish between changes. All of this information is to be submitted through the Owner's Management Software in individual records for each document.

D. Record Product Data:

During progress of the Work, maintain electronic copies of each product data submittal and mark-up significant variations in the actual Work in comparison with submitted information. Include both variations in product as delivered to Project site and variations from manufacturer's instructions and recommendations for installation. Give particular attention to concealed products and portions of the Work which cannot otherwise be readily discerned at a later date by direct observation. Note related change orders and mark-up of record drawings and specifications. Product Data should be submitted through the Owner's Management Software Close-out Module by Specification Division with each Specification Subdivision requirement bookmarked. Submit prior to Final Completion.

E. Record Sample Submittal:

After Substantial Completion, and prior to Final Completion, Owner's personnel will meet with Contractor at Project site and will determine if any of submitted samples maintained by Contractor during progress of the Work are to be transmitted to Owner for record purposes. Comply with Owner's instruction for packaging, identification marking, and delivery to Owner's sample storage space. Dispose of other samples in manner specified for disposal of surplus and waste materials, unless otherwise indicated by Owner.

F. Miscellaneous Record Submittals:

1. Refer to other Sections of these Contract Documents for requirements of miscellaneous record keeping and submittals in connection with actual performance of the Work. Immediately prior to date(s) of Substantial Completion, complete miscellaneous records should be properly entered in to the Owner's Management Software in the appropriate modules for the types of records, and ready for continued use and reference. For Close-Out submission, provide reports as described in section 1.06.A.5 above. Categories of requirements resulting in miscellaneous work records are recognized to include, but, the following:

    a. Required field records on excavations, foundations underground construction, wells and similar Work.

    b. Accurate survey showing locations and elevations of underground lines, including invert elevations of drainage piping, valves, tanks and manholes.

    c. Surveys establishing lines and levels of building.

    d. Soil treatment certification.

    e. Inspection and Test Reports, where not processed as shop drawings or product data.

    f. Concrete mix design record.

    g. Concrete Block Certification.

G. Digital Electronic Format:

1. The Contractor will submit Record Documents, after review and approval by the Owner, in digital electronic format as follows:

    a. All textual data will be provided in PDF with Optical Character Recognition (OCR) and a report quality of 300 dpi or higher format. All formatting and tabular data will be preserved. Tabular data will be embedded in the document in Excel for Windows format.

    b. All Drawings will be provided in AutoCAD 2000 (or higher) format, as well as a PDF document of each drawing.

    c. After the documents are in correct digital electronic format, they will be submitted to the Owner on a solid state hard drive containing all documents in an organized document library.

1.07 GUARANTEES AND WARRANTIES

A. After Substantial Completion and prior to Final Acceptance, all guarantees and warranties, as specified under various sections of the Contract Documents, will be obtained by the Contractor, addressed to and in favor of the Owner.

B. Delivery of said guarantees and/or warranties will not relieve the Contractor from any obligations assumed under any other provision of the Contract.

C. If, within any guarantee and/or warranty period, repairs or changes are required in connection with the guaranteed and/or warrantied work, which in the opinion of the Owner is rendered necessary as the result of the use of materials, equipment or workmanship which are defective, inferior or not in accordance with the terms of the Contract, the Contractor will, upon receipt of notice from the Owner, and without expense to the Owner, proceed within seven calendar days to:

1. Place all guaranteed and/or warrantied work in satisfactory conditions correct all defects therein, and make good all damages to the structure or site.

2. Make good all work or materials, or the equipment and contents of structures or site, disturbed in fulfilling any such guarantee and/or warranty.

D. If the Contractor, after notice, fails to comply with the terms of the guarantee and/or warranty, the Owner may have the defects corrected and the Contractor and Contractor's surety will be liable for all expenses incurred, including Owner's fees.

E. All Guarantees and Warranties will be submitted to the Owner through the Owner's Management Software Close-Out Module and via original hard copy, giving a summary of the guarantees and warranties attached and stating the following with respect to each:

1. Description of work included

2. Name of subcontractors

3. Period of guarantee/warranty

4. Conditions of guarantee/warranty

1.08 OPERATING INSTRUCTIONS AND MAINTENANCE MANUALS

A. Prior to any required training, and prior to Final Acceptance, complete operating instructions and maintenance manuals will be obtained by the Contractor for each piece of equipment or system furnished under the Contract. Organize operating and maintenance data into suitable sets of manageable size. Each manual will be uploaded to the Owner's Management Software Close-out Module in a separate record and the documents will be properly bookmarked for ease of use.

1. In addition to the electronic version submitted through Owner's Management

Software, the Contractor will submit one copy of each completed manual on equipment and systems, in final form, to the Owner for review and distribution. There should be an individual manual that is organized and indexed for each unit of equipment, each operating system, and each electric and electronic system.

2. Refer to Specification Sections for individual requirements on operating and maintenance of the various pieces of equipment and operating systems.

B. Equipment and Systems:

1. Provide the following information for each piece of equipment, each building operating system, and each electric or electronic system.

a. Description: Provide a complete description of each unit and related component parts, including the following:

(1) Equipment or system function.
(2) Operating characteristics.
(3) Limiting conditions.
(4) Performance curves.
(5) Engineering data and tests.
(6) Complete nomenclature and number of replacement parts.

b. Manufacturer's Information: For each manufacturer of a component part of a piece of equipment provide the following:

(1) Printed operating and maintenance instructions.
(2) Assembly drawings and diagrams required for maintenance.
(3) List of items recommended to be stocked as spare parts.

c. Maintenance Procedures: Provide information detailing essential maintenance procedures, including the following:

(1) Routine operations.
(2) Trouble-shooting guide.
(3) Disassembly, repair and reassembly.
(4) Alignment, adjusting and checking.

d. Operating Procedures: Provide information on equipment and system operating procedures, including the following:

(1) Start-up procedures.
(2) Equipment or system break-in.
(3) Routine and normal operating instructions.
(4) Regulation and control procedures.
(5) Instructions on stopping.
(6) Shut-down and emergency instructions.

(7) Summer and winter operating instructions.
(8) Required sequences for electric or electronic systems.
(9) Special operating instructions.

e. Servicing Schedule: Provide a schedule of routine servicing and lubrication requirements, including a list of required lubricants for equipment with moving parts.

f. Controls: Provide a description of the sequence of operation and as-installed control diagrams by the control manufacturer for systems requiring controls.

g. Coordination Drawings will be submitted through the BIM Model submittal requirement.

h. Valve Tags: Provide charts of valve tag numbers with the location and function of each valve.

i. Circuit Directories: For electric and electronic systems, provide complete circuit directors of panel-boards, including the following:

(1) Electric service.
(2) Controls.
(3) Communication.

1.09 REPLACEMENT MATERIALS

Prior to Final Acceptance, Contractor will transmit and turn over, at the Project site, in a location directed by Owner, all replacement materials which may be required by other sections of these Contract Documents. A copy of the signed transmittal will be uploaded to the specific record for the items in the Close-Out application.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

3.01 EQUIPMENT OPERATIONAL DEMONSTRATIONS

A. Prior to Substantial Completion of the whole Work or designated portions thereof, and prior to Final Acceptance, the Contractor will provide a competent and experienced person thoroughly familiar with the Work to demonstrate and instruct the Owner's personnel in operation, adjustment and maintenance of products, equipment and systems. This instruction will include normal start-up, run, stop, and emergency operations, location and operation of all controls, alarms and alarm systems, etc. The instruction will include tracing the system in the field and on the diagrams in the

instruction booklets so that the Owner's operating personnel will be thoroughly familiar with both the system and the data supplied. Provide instruction at mutually agreed upon times. A copy of the training sign-in sheet will be uploaded to the training record in the close-out register.

1. Use operation and maintenance manuals for each piece of equipment or system as the basis of instruction. Review contents in detail to explain all aspects of operation and maintenance.

2. For equipment that requires seasonal operation, provide similar instruction during other seasons.

B. If installers and/or Contractor's personnel are not experienced in procedures, provide instruction by manufacturer's representatives. Include a detailed review of the following items:

1. Maintenance manuals.
2. Record documents.
3. Spare parts and materials.
4. Tools.
5. Lubricants.
6. Fuels.
7. Identification systems.
8. Control sequences.
9. Hazards.
10. Cleaning.
11. Warranties and bonds.
12. Maintenance agreements and similar continuing commitments.
13. Similar procedures and facilities.
14. Any other appropriate item.

C. As part of instruction for operating equipment, demonstrate the following procedures:

1. Start-up.
2. Shut down.
3. Emergency operations.
4. Noise and vibration adjustments.
5. Safety procedures.
6. Economy and efficiency adjustments.
7. Effective energy utilization.
8. Similar operations.
9. Any other appropriate procedure.

D. Review maintenance and operations in relation to applicable warranties, agreements to maintain bonds, and similar continuing commitments.

E. Owner will be notified in writing of scheduling and completion of all equipment

operational instructions and demonstrations.

END OF SECTION

SECTION 01740 - WARRANTIES

PART 1 - GENERAL

1.01 SUMMARY

A. This Section specifies general administrative and procedural requirements for warranties required by the Contact Documents, including manufacturer's standard warranties on products and special warranties.

1. Refer to Section 00700, GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, as modified, for terms of the Contractor's special warranty of workmanship and materials.

2. General closeout requirements are included in Section 01700 - PROJECT CLOSEOUT.

3. Specific requirements for warranties for the Work and products and installation that are specified to be warranted are included in the individual Sections of the Specifications.

4. Certifications and other commitments and agreements for continuing services to Owner are specified elsewhere in the Contract Documents.

B. Disclaimers and Limitations:

. Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products, nor does it relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with the Contractor of Contractual warranty requirements.

1.02 DESCRIPTION OF REQUIREMENTS/DEFINITIONS

A. Categories of Specific Warranties:

1. It is recognized that warranties on the Work are in several categories, including those of the conditions of the Contract and including (but not necessarily limited to) the following specific categories related to the individual units of Work specified in the sections of the Specifications:

a. Special Warranty (Guarantee): A warranty specifically written and signed by the Contractor for a defined portion of the Work; and, where required, countersigned by subcontractor, installer, manufacturer or other entity engaged by Contractor. Formerly generally recognized as (and sometimes specified in Contract Documents as) a "guarantee".

b. Specified Product Warranty: A warranty which is required by Contract Documents to be provided for a manufactured product which is incorporated into the Work, regardless of whether the manufacturer has

published the warranty without consideration for specific incorporation of product into the Work, or has written and executed the warranty as a direct result of Contact Documents requirements.

c. Coincidental Product Warranty: A warranty which is not specifically required by Contract Documents (other than as specified in this Section) but which is available on a product incorporated into the Work by virtue of the fact that the manufacturer of the product has published the warranty in connection with purchases and uses of product without regard for specific applications, except as otherwise limited by terms of the warranty.

B. Definition: Manufactured Product:

A physical item for incorporation into the Work which has been produced from raw or natural materials by a manufacturing process and which is purchased from a manufacturer either specifically for the Work or for Contractor's/subcontractor's/ fabricator's/installer's stock from which it is drawn for incorporation into the Work.

C. General Limitations:

1. It is recognized that specific warranties are intended primarily to protect Owner against failure of Work to perform as required and against deficient, defective and faulty materials and workmanship, regardless of sources. Except as otherwise indicated, specific warranties do not cover failures in Work which result from:

a. Damage or defect caused by abuse

b. Modifications not executed by the Contractor

c. Improper or insufficient maintenance

d. Improper operations, or normal wear and tear under normal usage

2. Although manufacturer's commitments in product warranties on products used in the Work are generally written to exclude product failures which result from failure of other Work (such as failure of substrate supporting product), such limitations in product warranties do not relieve Contractor of the more general warranties on Work which incorporates use of such products. Except as otherwise indicated, this same relationship applies to units of Work performed by other entities (other than manufacturers), such as fabricators, installers and subcontractors, who are required to countersign special Project warranties with Contractor for such units of Work.

3. Owner’s signature on any manufacturer’s or other warranties does not excuse the Contractor from its common law warranty obligations or its contractual warranty obligations.

1.03 WARRANTY REQUIREMENTS

A. Related Damages and Losses:

When correcting warranted Work that has failed, remove and replace other Work that has been damaged as a result of such failure or that must be removed and replaced to provide access for correction of warranted Work.

B. Reinstatement of Warranty:

When Work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty will be equal to the original warranty from the date of correction or rebuilding.

C. Replacement Cost:

Upon determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective Work regardless of whether the Owner has benefited from use of the Work through a portion of its anticipated useful service life.

D. Owner's Recourse:

1. Written warranties made to the Owner are in addition to contractual and implied warranties and will not limit the duties, obligations, rights and remedies otherwise available under the law, nor will warranty periods be interpreted as limitations on time in which the Owner can enforce such other duties, obligations, rights, or remedies.

    a. Rejection of Warranties: The Owner reserves the right to reject warranties and to limit selections to products with warranties not in conflict with requirements of the Contract Documents.

2. The Owner reserves the right to refuse to accept Work for the Project where a special warranty, certification, or similar commitment is required on such Work or part of the Work until evidence is presented that entities required to countersign such commitments are willing to do so.

3. Written warranties shall not require the signature of the Owner for compliance.

1.04 SUBMITTALS

A. Submit written warranties to the Owner prior to the date certified for Final Payment.

1. When a special warranty is required to be executed by the Contractor, or the Contractor and a subcontractor, supplier or manufacturer, prepare a written document that contains appropriate terms and identification, ready for execution by the required parties.

Submit a draft to the Owner for approval prior to final execution.

a. Refer to individual sections of Divisions 2 through 16 for specific content requirements and particular requirements for submittal of special warranties.

2. Submit specific warranties for beginning of the warranty periods. Date(s) will be inserted to correspond with certification or acceptance dates, as established and accepted by the Owner.

B. Form of Submittal:

1. Provide one Electronic Copy and one Hard copy of each required warranty properly executed by the Contractor, or by the Contractor, subcontractor, supplier, or manufacturer. Organize the warranty documents into an orderly sequence based on the table of contents of the Record Project Manual. All Warranties should be submitted through the Owners PMIS.

2. Bind warranties in heavy-duty, commercial quality, durable 3-ring vinyl covered loose-leaf binders, with thickness as necessary to accommodate contents, and sized to receive 8-1/2" by 11" paper.

a. Provide heavy paper dividers with celluloid covered tabs for each separate warranty. Mark the tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address and telephone number of the installer.

b. Identify each binder on the front and the spine with the typed or printed title 'WARRANTIES AND BONDS," the Project title or name, and the name of the Contractor.

3. When operating and maintenance manuals are required for warranted construction, provide additional copies of each required warranty, as necessary, for inclusion in each required manual.

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

Not used.

END OF SECTION

Tampa International Airport

AVIATION AUTHORITY
APPLICATION FOR PAYMENT

APPLICATION No.: _____ Application Period From: _____ To: _____

HCAA PROJECT No.: _____

PROJECT DESCRIPTION: _____

☐ Design-Bid ☐ Design-Build ☐ State Funded

APPLICANT : _____

ADDRESS: _____

_____

The undersigned Contractor / Design Builder / Construction Manager certifies that to the best of their knowledge, information and belief, the work covered by this Application has been completed in accordance with the Contract Documents; that all amounts have been paid by the undersigned for work for which previous Certificates for Payment were issued and payments received from the Owner; and that current payment shown herein is now due.

In consideration of the amounts and sums received, the undersigned does hereby waive and release to the Owner any and all claims and liens and rights to liens upon the premises described below, and upon improvements now thereon, and upon the monies or other considerations (due as of the date of the aforesaid payment application or invoices from the Owner or from any other person, firm or corporation), said claims and liens and rights to liens being on account of labor, services, materials, fixtures or apparatus heretofore furnished by or at the request of the undersigned. The premises as to which said claims and liens and right to liens are hereby released as identified above.

The undersigned further represents and warrants that s/he is duly authorized and empowered to sign and execute this waiver on her/his own behalf and on behalf of the company or business for which s/he is signing; that s/he has properly performed all work and furnished all the materials of the specified quality per plans and specifications and in a good and workmanlike manner through the date of said payment application or invoice; that s/he has paid for all the labor, materials, equipment, and services that s/he has used or supplied to the above premises through the date of said payment application or invoice; that s/he has no other outstanding and unpaid payment applications, invoices, retentions, holdbacks, chargebacks or unbilled work or material against the Owner as of the date of the aforementioned payment application; and that any materials which have been supplied or incorporated into the above premises were either taken from his fully-paid or open stock or were fully paid for and supplied as stated on the statements accompanying the said payment application or invoice.

The undersigned further agrees to reimburse and does hold harmless and fully indemnify Owner for any losses or expenses should any such claims, lien or right to a lien be asserted (by the undersigned or by any laborer, materialman or subcontractor or the undersigned), including, without implied limitation, attorneys' fees incurred in the defense thereof.

The undersigned further accepts and acknowledges the receipt of the aforesaid sums in full accord and satisfaction for the aforementioned claims with full knowledge that the Owner, it's successors and assigns, are relying thereon; and furthermore, the undersigned agrees to perform, now and in the future, each and every covenant and provision of his written contract as modified or changed in writing with the Owner, hereby acknowledging that said contract is now in full force and effect.

In addition, for and in consideration of the amounts and sums received, the undersigned hereby waives, releases and relinquishes any and all claims, rights or causes of action whatsoever arising out of or in the course of the work performed on the above-mentioned project, contract or event transpiring prior to the date hereof, excepting the right to receive payment of work performed and properly completed and retainage, if any, after the date of the above-mentioned payment application or invoices.

Created on: 12/07/07
Revised: 12/29/2021

The present status of this Contract is as follows:

ORIGINAL GMP / CONTRACT SUM:		$ -
NET CHANGE BY PREVIOUS CHANGE ORDERS:		$ -
GMP or CONTRACT SUM TO DATE:		$ -
TOTAL COMPLETED & STORED TO DATE:	#DIV/0!	$ -
CURRENT RETAINAGE AMOUNT:	#DIV/0!	$ -
TOTAL EARNED LESS RETAINAGE		$ -
LESS PREVIOUS CERTIFICATES FOR PAYMENT		$ -
CURRENT PAYMENT DUE:		$ -

CONTRACTOR/DESIGN BUILDER/CONSTR. MGR.

By: Date:

State of: County of:

Sworn to (or affirmed) and subscribed before me by means of physical presense or online notarization, this day of year, by

Notary Public Signature:

My commission expires:

Personally Known OR Produced Idenification Type of Identification Produced

DESIGN PROFESSIONAL'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, on-site observations and the data comprising the above application, the Architect / Engineer certifies that the Work has progressed as indicated; that to the best of their knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents; and that the Applicant is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED $ -

Design Professional **Date**

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

HCAA Approval will occur electronically through Oracle Workflow

CHANGE ORDER
HILLSBOROUGH COUNTY AVIATION AUTHORITY

PROJECT:

CHANGE ORDER No:

INITIATION DATE:

OWNER: Hillsborough County Aviation Authority
P.O. Box 22287
Tampa, Florida 33622-2287

HCAA PROJECT No:

FAA AIP No:

FDOT FM No:

CONTRACT DATE:

TO (Contractor):

You are directed to make the following changes in this Contract dated by and between yourself and the Hillsborough County Aviation Authority, in accordance with its conditions. The Contract Documents shall apply to this Change Order. All terms and conditions of the Contract remain unchanged, except as they may be expressly modified by the terms of this Change Order. This Change Order addresses all adjustments to the Contract Terms, Contract Sum and Contract Time for which the Contractor may be entitled with respect to the subject change work, including all labor, materials, equipment, services, overhead and profit necessary to accomplish the change work, which change work includes all items that are expressly identified in this Change Order, as well as all items that are reasonably inferable as being necessary or appropriate for the satisfactory completion of the subject change work by the Contractor. The total cost adjustment to the Contract Sum reflected in this Change Order, if any, includes all direct, indirect and impact costs resulting from the subject change, including, but not limited to, extended or unabsorbed home office overhead costs, extended general conditions and field overhead, extra equipment (whether operating or idle), costs relating to labor and equipment inefficiency, taxes, insurance costs, bonds, profit, interest and all other fees and costs for which the Contractor may have entitlement to under the Contract or otherwise, arising out of or relating to the change work that is the subject of this Change Order. In addition, this Change Order encompasses all time adjustments to the Contract Time, if any, relating to any delay, disruption, acceleration, interference, escalation, or other time related impacts for which the Contractor may be entitled under the Contract or otherwise, arising out of or relating to the change work that is the subject of this Change Order. In addition, this Change Order constitutes a full accord and satisfaction for all of the Contractor's outstanding extra work items, claims, overtime charges, changes to and/or interpretations of the Contract Documents with respect to the Contract. It is agreed and understood that the Contractor, by executing this Change Order, hereby waives all claims, through the date of this Change Order, with respect to the Work or the Project. This Change Order in no way relieves the Contractor from providing all outstanding obligations to the Owner under the Contract, including, but not limited to, close-out obligations, punch list items, warranty and correction of defective and non-conforming work.

Description:

Attachments:

Not valid until signed by the Owner. Signature by the Contractor indicates final agreement herewith, including all adjustments in the Contract Sum and/or the Contract Time.

The original Contract Sum was ..... $ _____
Net change by previously authorized Change Order ..... $ _____
The Contract Sum prior to this Change Order was ..... $ _____
The Amount of this Change Order is ..... $ _____
The new Contract Sum including this Change Order will be ..... $ _____
The Contract Time will be Increased ☐, Decreased ☐, Unchanged ☐, calendar days.
The date of substantial completion will change from .
The DBE goal as a result of this change will change from .

Issued and Approved by:

Architect / Engineer

Address

By: Date

Agreed To:

Contractor

Address

By: Date

Reviewed:
Hillsborough County Aviation Authority
Owner

By: Jeff Siddle, P.E. Date
V.P. of Planning & Development

Authorized:
Hillsborough County Aviation Authority
Owner

By: Michael A. Stephens Date
Chief Executive Officer

WAIVER OF RIGHT TO CLAIM AGAINST PAYMENT BOND UPON FINAL PAYMENT

The undersigned, in consideration of the final payment in the amount of $_____ to the total final contract amount of $_____ hereby waives and releases its right to claim against the Payment Bond for labor services or materials and any lien and right to claim a lien for labor, services, or materials furnished to _____ on
(Insert the name of your customer)

the job of _____to the following described property:
(insert the name of the Owner)

(Description of Property)

STATE OF _____ COUNTY OF_____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this day of ,_____ , by_____
(year) (name of person)
as_____for _____
(type of authority. . . .e.g. officer, trustee, attorney in fact) (name of party on behalf of whom

instrument was executed).

_____
(Signature of Notary Public – State of Florida

_____
(Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known OR Produced Identification Type of Identification Produced

DISPUTE AVOIDANCE AND RESOLUTION PANEL

1. Purpose. The purpose of this dispute avoidance and resolution process is primarily to assist in the prevention of disputes between the Owner and Contractor and the mitigation of impacts to the Project, and secondarily to assist in the resolution of disputes and claims between the Contractor and Owner arising out of the Contract Documents. The intent of the establishment of the Dispute Avoidance and Resolution Panel ("Panel") is to facilitate contemporaneous agreement as to the resolution of events occurring during the progress of the work, and if agreement cannot be quickly reached, then to fairly and impartially consider disputes placed before it and to provide verbal or written recommendations for resolution of these disputes to both the Owner and the Contractor. All decisions of the Panel are non-binding on the parties. **Submission of a disputed matter to the Panel for its written recommendation is an absolute condition precedent to filing suit with regard to the matter.**

2. Panel Scope

2.1 Operations. The Panel will formulate its own rules of operation, which will be kept flexible to adapt to changing situations. The Owner and Contractor will keep the Panel informed of construction activity and progress of the work by submitting to the Panel regular written progress reports and other relevant data. Selected project records including, but not limited to, schedule updates, requests for information, requests for work orders, and requests for change orders, will be furnished to the Panel at the same time as they are initially furnished to the other parties engaged on the projects. The Panel will visit the project at regular intervals and at times of critical construction events and meet with the representatives of the Owner and Contractor.

2.2 Membership of the Panel. The Panel shall consist of three neutral members who shall be the panel selected for the Airside D Program as provided in the Design-Build Contract between the Owner and the Design-Builder for Airside D.

2.3 Meetings' confidentiality. The first meeting of the Panel shall occur within 21 days of the selection of the Panel. Subsequent meetings will be held on site as set forth in Frequency of Meetings below. Statements made in regular meetings of the Panel will be confidential and inadmissible to the same degree as proceedings in a mediation under Florida law. Records of the Panel shall be retained in accordance with Chapter 119, Florida Statutes, but shall remain privileged until the conclusion of the Project or commencement of any litigation resulting from the Project, whichever comes earlier. Each meeting will consist of an informal round table discussion and, if possible, a field inspection of the work. The round table discussion will be attended by representatives of the Owner and Contractor. The round table discussions shall include presentations from the Owner and Contractor to the Panel that address the following items: construction work accomplished since the last meeting, current status of the work, current and future schedule, payment status, potential future problems that may come before the Panel, proposed solutions to those problems, and an update regarding previously handled or ongoing problems. It is contemplated that other project participants will be invited to attend regular Panel meetings, including the project designer and major subcontractors of the Contractor. In addition to round table discussions, agendas for regular meetings of the Panel may include the following:

2.3.1 Presentations by representatives of the parties with respect to any issues that have arisen or have been properly presented to the Panel through the below stated Request for Hearing process. Issues that were not submitted to the Panel pursuant to the procedures delineated herein shall not be presented to the Panel for consideration without the agreement of both parties.

2.3.2 Rebuttals, if requested, by representatives of the parties with respect to presentations made by the representatives of the other party.

2.3.3 Set a tentative date for next meeting.

3. Frequency of Meetings. The Owner and Design Builder shall mutually agree in writing with respect to the frequency of meetings. If conditions warrant, the Contractor and the Owner, may reduce/increase the time between meetings to better serve the parties. Factors to be considered when setting the time between meetings include work progress, occurrence of unusual events and the number and complexity of ongoing or potential disputes.

4. Procedure for scheduling disputed matters before the Panel. The parties should attempt to resolve potential disputes without resorting to use of the Panel. However, in the event that a resolution is unlikely, the following procedures must be followed:

4.1 Before referring a matter to the Panel for a hearing, following the Management Representative's meeting, a party that desires to initiate a Panel hearing must first submit a letter titled Notice of Disagreement to the other party describing the issue that has arisen. The party receiving the notice shall have 7 days from receipt of the letter to submit a response. If, after 14 days from the initial receipt of the Notice of Disagreement, the issue has not been resolved, the party who sent the original Notice may file a written Request for a Hearing to the Panel and the matter will be scheduled before the Panel. The written Request shall contain a copy of the initial Notice of Disagreement and the response to this Notice, if any, by the other party. No Request may be filed with the Panel without first having complied with the Notice of Disagreement requirements of this section, unless both parties agree to an expedited presentation.

4.2 Upon receipt of a Request for a Hearing, the Chair will schedule the matter for Hearing at Tampa International Airport within 30 days. The parties may request that the matter be deferred in the event that additional preparation is necessary. The parties may request an informal verbal Panel recommendation, or the parties may request a formal written recommendation from the Panel.

4.3 The parties shall provide to the Panel position papers with appropriate supporting documentation no later than 7 calendar days before the commencement of the Hearing. The parties shall provide rebuttal papers, if any, no later than 2 calendar days before the Hearing.

4.4 The party submitting the Request shall be responsible to provide the Panel with 3 copies of each document submitted with the Request, one for each Panel member. The party furnishing any written evidence or documentation to the Panel shall also furnish copies of such information to the other party concurrently when furnishing the documents to the Panel. The Panel may

request that additional written documentation and explanations from both parties be sent to each member and to the other party for study before the hearing begins.

4.5 Both parties will be afforded an opportunity to be heard by the Panel and to offer evidence. The Panel members may ask questions, request clarification, or ask for additional data. In large or complex disputes, additional hearing days may be necessary in order to consider and fully understand all the evidence presented by both parties.

4.6 Attorneys may attend the Panel meetings, but are not required. Any participation in a hearing by legal counsel or independent claims or technical experts will be for the sole purpose of facilitating a party's presentation. Legal counsel may not examine directly or by cross-examination any witness, object to questions asked or factual statements made during the hearing, or make or argue legal motions. Either must give the other party 7 calendar days notice that it intends to have its attorney present

4.7 All of the Panel's written recommendations for resolution of disputes will be given to the Owner and the Contractor within 10 days of completing the Hearing(s). In cases of extreme complexity, both parties may agree to allow additional time for the Panel to formulate its recommendations. The Panel's initial 10-day written recommendation will address contractual entitlement and the number of days of extension of milestones and/or Contract Time, if at issue. The parties will have 7 days after the 10-day written recommendation to resolve the issue. The parties may agree to mediate the resolution during this 7-day period. If the parties cannot agree on the resolution of the 10-day recommendation during this 7-day period, the Panel shall issue a written recommendation addressing monetary damages no later than 14 days from completion of the Hearing. The Panel must make its recommendation based on the requirements of the Contract and applicable law.

4.8 No provisions associated with the Panel shall in any way abrogate the Contractor's responsibility for preserving a claim filed in accordance with the requirements set forth in the Contract Documents.

4.9 In the event that the Owner is not in agreement with a decision or recommendation of the Panel, the Owner may elect to issue a Work Order or Change Order, with an appropriate reservation of its rights.

4.10 Although the Panel's recommendations are non-binding, all records and written recommendations of the Panel will be admissible as evidence in any subsequent court proceeding or other dispute resolution procedures.

4.11 By agreement of the parties and the Panel, the steps listed under this section may be omitted and the time periods shortened in order to hasten resolution.

5. Neutrality of Panel members. All Panel members shall act impartially and independently when performing their functions as Panel members including in the consideration of any Contract provisions and the facts and conditions surrounding any written Request to the Panel by the Owner or the Contractor. Ex parte communications between a Panel member and any party are strictly prohibited. Panel members shall not discuss or communicate with any party without the other party being present.

Seeking any Panel member's advice or consultation is expressly prohibited, unless it is done in the open at a Panel meeting and in the presence of the other party.

6. Records of Meetings. While the Panel may take notes or keep other records during the consideration of a Notice of Disagreement, it is not necessary for the Panel to keep a formal record. If possible, it is desirable to keep the hearings completely informal. However, records of the formal Hearings in regards to Notices of Disagreements will be transcribed by a court reporter if requested by one party. The party requesting the court reporter shall be responsible for any costs. Audio and/or video recording of the meeting is prohibited without prior written agreement by the Panel and the parties.

7. Recommendations of the Panel. All written recommendations of the Panel shall be executed by all Panel members and supported by at least two members. Recommendations will be based on the pertinent Contract provisions and the facts and circumstances involved in the dispute. This provision shall not prevent the Panel from issuing informal verbal recommendations.

8. Reconsiderations. Either party may seek written reconsideration of a written recommendation within 3 working days of receipt of such recommendation from the Panel.

9. Construction Site Visits. The Panel members shall visit the site on a regular basis to keep abreast of construction activities and to develop a familiarity of the work in progress. The frequency, exact time, and duration of these visits shall be as mutually agreed between the Owner, the Contractor, and the Panel.

10. Coordination and Logistics. The Owner, in cooperation with the Contractor, will coordinate the operations of the Panel.

11. Time for Beginning and Completion. The Panel is to be in operation until all Requests for Hearing submitted prior to Final Acceptance of the Project are heard or Final Acceptance of the Project, whichever is later.

12. Payment. The maximum not to exceed daily fee to be paid to each Panel member shall be Two Hundred Fifty Dollars ($250.00) per hour up to a maximum of Two Thousand Dollars ($2,000.00) and travel costs in accordance with Owner procedures and Florida law.

12.1 Regular Meetings. The amounts paid to the Chair of the Panel and the other Panel members for their services, including travel costs, shall be paid from an Account established within the Owner's Project budget for that purpose. The Panel members shall submit a request to the Owner for payment of all expenses incurred. Owner shall process and pay Panel members' expenses.

12.2 Payment - Hearings. In the event a party files a Request for a Hearing, the requesting party shall be responsible for 100% of the expenses and fees incurred by the Panel members in connection with the Hearing. Panel members will be compensated at the agreed upon hourly rate. Costs for Hearings are non-reimbursable costs from the GMP.

12.3 Payment – Non-hearing. In addition, Panel members shall be compensated for a maximum of 4 hours per month of time spent reviewing project records outside of meeting or

hearing days; provided however, that this limitation shall not apply to the review of records in connection with the Panel's consideration of a dispute which is the subject of a Hearing.

13. Costs and Accounting Records. The Panel members shall keep available the cost records and accounts pertaining of all of the work by the Panel for inspection by representatives of the Owner or the Contractor for a period of five years after final payment. If any litigation, claim, or audit arising out of, in connection with, or related to the Contract is initiated before the expiration of the five year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records in completed.

14. Termination of Panel. Upon formal written amendment to this Contract, this dispute resolution process may be terminated.

15. Termination or Withdrawal/Replacement of Panel Members.

15.1 Panel members may withdraw from the Panel by providing four weeks written notice to the other Panel members and the Owner.

15.2 Should the need arise to appoint a replacement Panel member, the replacement Panel member shall be selected in the process defined by the Design-Build Contract for Airside D by the Owner and the Design-Builder for Airside D.

15.3 Reserved.

15.4 Panel members may be terminated for cause by any of the parties. The party desiring to terminate a Panel member for cause will notify the other party and the other Panel members and shall provide an explanation for the requested termination. If the other party does not agree that cause exists, the remaining Panel members shall convene and decide whether cause exists and such decision shall be effectuated.

16. Independent Contractor. Each Panel member, in the performance of his or her duties on the Panel, shall act in the capacity of an independent agent and not as an employee of either the Owner or the Contractor. Each Panel member shall have the same immunity as does a mediator appointed by Court order, as provided by Florida law.

17. Public Records. Records of the Panel shall remain privileged until the conclusion of the Project or commencement of litigation, whichever is earlier. Each Panel member, Contractor, and the Owner shall allow public access to all documents, papers, letters, and other material made or received by the parties that are related to this Panel and the activities of this Panel, subject to the provisions of Chapter 119, Florida Statutes. However, upon receipt of any such public records request, the parties hereto shall immediately notify the Owner and obtain prior written consent from the Owner before releasing such records. Plans, schematics, security plans and other project elements may not be eligible for release.

18. Statute Of Limitations. None of the procedures delineated herein will in any way toll any statutes of limitations for either of the parties.

19. No Bonus. Panel members shall not be paid nor will they receive or accept any Commission, percentage, bonus, or consideration of any nature, other than the payment provided for in this Article, for their performance and services.

20. No Conflict. The members of the Panel shall affirm that at no time, while performing their duties under this section, shall they have any direct or indirect ownership or financial interest in or be employed in any capacity by the Owner, the Contractor, any Consultant or Consultant organization working on the Project, any Subconsultant, Subcontractor or supplier of the project, or any other Panel member. The members of the Panel shall affirm and agree that, except for services as a Panel member on other Owner or Contractor projects, that they have not been an employee, Subcontractor, or Consultant to the Owner, Contractor, any Consultant or Consultant organization working on the Project, any Subconsultant or supplier of the Project, or of another Panel member, and that during the term of this Contract they shall not become so involved. The members of the Panel, the Owner, and the Contractor agree that during the life of the Contract, no discussion or agreement will be made between any Panel member and any party to this Contract for employment after the Contract is completed. The members of the Panel Agree to complete and comply with the Owner's Conflict of Interest Checklist.

21. Interpretation. Nothing herein shall in any way limit the rights of the Owner to issue Work Orders or Change Orders, issue any other type of order or instruction, or take any other type of action that is permitted by the Contract. Nor shall any of the provisions herein limit the remedies or obligations of the Contractor pursuant to Contract, except that submission of a disputed matter to the Panel for a written recommendation as to resolution shall be a condition precedent to pursuit of any claim in litigation.

22. Subsequent Proceedings. In the event that a party files suit or initiates arbitration in connection with this project, no member of the Panel shall be called to testify in such proceedings, and the personal notes of Panel members shall not be admissible or used for impeachment. Any and all claims against any of the Panel members arising out of the work of the Panel are waived.