HILLSBOROUGH COUNTY
AVIATION AUTHORITY

PROJECT MANUAL

(Contract Requirements and Specifications)

FOR

EMERGENCY GENERATORS
&
DOCKING STATIONS

AUTHORITY PROJECT NUMBER 7325 25

TAMPA INTERNATIONAL AIRPORT
TAMPA, FLORIDA

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Emergency Generators & Docking Stations

Authority Project No. 7325 25

TAMPA INTERNATIONAL AIRPORT
Tampa, Florida

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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.

_____
(Name of Bidder)

By: _____
(Signature*)

Title: _____

Date: _____

* Must be same signature on Bid Form.

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: _____ FID or EIN No.: _____

Address: _____ City/State/Zip: _____

I, _____, as a representative of_____

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	Title
Printed Name	Date

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: _____ FID or EIN No.: _____

Address: _____ City/State/Zip: _____

I, _____, as a representative of_____,

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	Title
Printed Name	Date

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

END OF SECTION

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 Bid submitted by: (Bidder to insert full name and address)

_____

_____

_____

For the construction of:

EMERGENCY GENERATORS & DOCKING STATIONS
AUTHORITY NO. 7325 25

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. Subcontractor will meet the experience requirements of the appropriate specification section.

SUBCONTRACT	NAME, ADDRESS AND PHONE NUMBER OF SUBCONTRACTOR
Electrical	
Mechanical	
Maintenance of Traffic (MOT)	

SUBCONTRACT	NAME, ADDRESS AND PHONE NUMBER OF SUBCONTRACTOR
Crane and Rigging	
Site Work	
OTHERS	

The Bidder declares that it has fully investigated each subcontractor listed, has received and has in it's 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 Owner's written permission.

_____
Name of Bidder

By: _____
(Signature*)

Title: _____

* Must be same signature on Bid Form.

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 20 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: _____

Title: _____

Office Mailing Address: _____

City: _____ **State: _____** **Zip Code: _____**

Phone: _____ **Ext: _____** **Fax: _____**

Email: _____

_____ _____

Signature Title

_____ _____

Printed Name 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 Contractor listed below, hereby attests under penalty of perjury that:

1. Contractor 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 Contractor.

Date: _____, 20_____ Signed: _____

Entity: _____ Name: _____

Title: _____

END OF SECTION

SECTION 00510 - CONTRACT

This **CONTRACT** is made and entered into this 2nd day of October 2025, by and between Ring Power 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 **EMERGENCY GENERATORS & DOCKING STATIONS, AUTHORITY PROJECT NO. 7325 25, 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, **EMERGENCY GENERATORS & DOCKING STATIONS** and dated **October 2, 2025**.

DRAWINGS entitled **EMERGENCY GENERATORS & DOCKING STATIONS** and dated **July 31, 2025.**

2. THAT THE CONTRACTOR will commence the Work within ten 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 512 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 Three Million Six Hundred Thousand and No One Hundredth Dollars (U. S.) ($3,600,000) 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 One Thousand Two Hundred and No Hundredth Dollars ($1,200) 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 assessment of actual damages at the time this Contract is made is uncertain. The parties agree that the sum of $2,000 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. 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; provided, however, that Contractor shall not be obligated to defend for that portion of any loss or damages proximately caused by the sole negligence, acts or omissions of Owner, its members, officers, agents, employees, or volunteers.

J. If Paragraphs 6A-6H or any part of Paragraphs 6A-6H are 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.

7. 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.

8. 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.

9.

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.

10. 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.

11.

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 5 percent 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."

12.

A. Compliance with Nondiscrimination Provisions: During the performance of this Contract, Contractor, for itself, its assignees, and successors in interest 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 Contract.

2. Non-discrimination: Contractor, with regard to the work performed by it during the term of this Contract, 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 Contract 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 Owner 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, Owner 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 Contract, Contractor, for itself, its assignees, and successors in interest 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. Not Used.

11. Not Used.

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 Contract.

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.

13. Federal Participation – N/A?

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.

16. Section 255.0993, Florida Statutes

In accordance with Section 255.0993, Florida Statutes, for public works projects as defined in Section 255.0933 (1)(e) that are paid for with any state-appropriated funds or state funds administered by a

governmental entity as defined in Section 255.0993 (1) (a), the Contractor will ensure that any iron or steel product as defined in Section 255.0993 (1)(b), permanently incorporated in the Project be produced in the United States. The Contractor will provide the Owner with documentation when this requirement does not apply per exceptions provided in Section 255.0993, Florida Statutes.

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:

RING POWER CORPORATION

_____

By: _____

Title: _____

Print Name

_____

Print Address

_____

_____

Signed, sealed, and delivered
in the presence of:

_____
Witness

_____
Print Name / Address

_____
Witness

_____
Print Name / Address

Notary for (Ring Power 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

END OF SECTION

Attachment 1

Power Systems Division

Ring Power Corporation
500 World Commerce Parkway
St. Augustine FL 32092
(904) 201-7464

09/05/2025

Re: 7325 25 Emergency Generators & Docking Stations at TPA

Subject: Proposal Summary

Ring Power is pleased to present the following proposal to provide upgrades to the generator systems at Tampa International Airport. This proposal includes the following upgrades and modifications to the below listed Airsides.

Airside A-Provide and install a new 1000kW diesel generator with fuel tank and docking station. $766,489.50
Airside C-Provide and install a new docking station $155,022.00
Airside E-Provide and install a new docking station $184,948.00
Airside F-Provide and install a new 1000kW diesel generator with fuel tank, enclosure, and docking station $755,804.00
Long Term Parking-Provide and install a new 1500kW diesel generator with fuel tank, enclosure, and docking station $1,254,553.00
Owners Allowance $483,183.50

The total value of the above scope of supply and owner's allowance is $3,600,000.00.

Ring Power is offering a trade-in value of $30,000.00 for all three generators. The cost to remove the generators from the site is part of our existing scope of supply.

Please contact me if you have any questions or need additional information. Thank you for the opportunity and we are looking forward to working with you on this project.

Sincerely,

Chad Taurman

Chad Taurman
Electric Power/Industrial Sales
Ring Power Corporation
O: 813-671-3700
M: 813-277-4784
E: Chad. Taurman@RingPower.com

Ring Power CAT

OLYMPIAN™ GENERATORS

CAT Power Systems

Your North and Central Florida Caterpillar Dealer

ST. AUGUSTINE	TALLAHASSEE	OCALA	ORLANDO	TAMPA
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St. Augustine, FL 32092	Midway, FL 32343	Ocala, FL 34475	Orlando, FL 32824	Riverview, FL 33578
904-737-7730	**850-562-1622**	**352-732-4600**	**407-855-6195**	**813-671-3700**

SALES ***SERVICE*** ***PARTS*** ***LEASING*** ***RENTALS***

QUOTATION / SALES AGREEMENT / SECURITY AGREEMENT

DATE: **9/17/2025**

QUOTATION NO: **CTIV 31468842-25**

CUSTOMER NAME: **HILLSBOROUGH COUNTY AVIATION AUTHORITY**
ADDRESS:
CITY/STATE/ZIP: , **FL**
PHONE:

ESTIMATED SHIPPING LEAD TIME: **35-40 Weeks ADA**
SHIPPING VIA/FOB: **Truck/Jobsite**
ESTIMATED SUBMITTAL LEAD TIME: **4-6 Weeks**
JOBSITE ADDRESS:
CITY/STATE/ZIP: **FL**
PROJECT NAME: **TIA AIRSIDE A-100%**

TERMS: *Full payment is due from buyer within 10 days of delivery or pickup of the equipment.*

DESCRIPTION OF MATERIAL	UNIT PRICE	EXTENSION
Please ensure quote meets your expectations. One (1) New Caterpillar Diesel Generator - Model C32, Rated 1000KW standby at 0.8 PF, 277/480 Volts, 3 Phase, 4 Wire, 60 Hz at 1800 RPM, with following options: • UL 2200 Listed Genset, NFPA 110 alarms • Main UL circuit breaker, 3 Pole, 2000 Amp, generator mounted • CAT EMCP 4.2B Control panel with safety shutdowns, Engine controls and gauges • 130 degrees C rise generator with voltage regulator, PMG excitation • ADEM electronic governor • Jacket water heater, 120VAC input • Battery charger UL 10 amp, 120VAC input • Generator space heater, 120VAC input • 2 Year / 1000 hour Caterpillar limited warranty		

Quotation Accepted By: _____ Date: _____ Tax No.: _____

Customer: _____ Salesman's Signature: *Chad Taurman*

Chad Taurman, EP/Ind Sales. Central Florida

DESCRIPTION OF MATERIAL	UNIT PRICE	EXTENSION
Caterpillar List Price		$379,807.00
Deduct per Sourcewell Contract (33% of list price)		-$125,337.00
Subtotal		$254,470.00
-Caterpillar Platinum ESC, 5 year /2500 hours		$0.00
-Freight ($16,250 List, 5% discount)		$15,437.00
-Commissioning, 4 hour load test, and owner training session ($18,750 List, 5% discount)		$17,812.00
-Generator Docking Station, 2000A Rated, NEMA 3R Enclosure, Male and female Camlocks ($22,850.00 List, 5% Discount)		$21,707.00
-Rental Temporary Generator, 1000kW with 50' cables ($55,850 List, 10% Discount)		$50,265.00
-Exhaust Silencer, Flex, and insulation blankets ($17,500 List, 5% Discount)		$16,625.00
-Fuel Tank, UL2085, stand-alone model, 1000 gallon capacity, fuel monitoring panel with level sensing ($53,900.00 List, 5% Discount)		$51,205.00
-Installation to include the following: Required permits, connect temporary generator to system during installation. Remove existing generator, exhaust silencer, fuel tank, day tank, and piping. Clean fuel tank for permit closure. Remove existing generator for trade-in. Offload and set new generator and main tank within building. install new exhaust silencer, install new docking station, provide and install new wire and conduit between new generator, docking station, and existing switchgear, provide and install new fuel piping between fuel tank and generator ($350,000 List, 5% Discount)		$332,500.00
-Payment and Performance Bonds ($8.50 per thousand)		$6,468.50
Total net price for above		$766,489.50
Clarifications:		
-Quotation in accordance with Ring Power's understanding of drawing E501.A received 8/25/25. Quotation to be limited to the products and scope specifically listed above. Items and services not specifically listed above are not considered part of this quotation.		
-Equipment provided as a part of this proposal will be limited to the BOM above.		
-Warranty coverage for non-Caterpillar equipment shall commence upon shipment from the manufacturer.		
-Pricing does not include any specialized testing (NETA, infrared scanning, etc…) unless specifically listed above.		
-Pricing does not include any coordination study, arc flash study, or protective settings. Protective relay and circuit breaker settings to be determined by others. Ring Power to set customer provided protective settings into generator mounted circuit breaker.		
-Pricing does not include any new intake or discharge louvers. Existing louvers to remain and be reused.		
-Replacement fuel tank to be installed indoors in lieu of exterior of the building.		
-No replacement day tank provided.		
-Exhaust insulation blankets provided in lieu of calcium silicate with aluminum jacket.		

Notes:

1. The above price includes start-up, testing, and customer training.
2. No fuel is included
3. No sales tax included
4. Audio or video recording of training permitted with signed waiver.
5. Ring Power Corporation does not participate in any Contractor Controlled Insurance Programs (CCIP)
6. General exception is taken to any other specifications and drawings not available at time of quotation. Equipment supplied will be limited to that described in this proposal.
7. Ring Power will be supplying equipment as described in the attached documentation.
8. Ring Power will not release equipment for production until we have received the signed sales agreement and signed and approved submittal from our customer. This is done to ensure that we are providing quality equipment that fits our customer's needs. If you need any assistance, please contact your sales representative.
9. **Pricing in accordance with Sourcewell Contract 092222-CAT. Ring Power Corporation will honor this pricing schedule and will extend it to Hillsborough County Aviation Authority for this sale**

DESCRIPTION OF MATERIAL	UNIT PRICE	EXTENSION

Thank you for considering Ring Power Systems for your equipment needs

Chad Taurman
Chad Taurman
Ring Power Systems, Generator Sales Central Florida,
813 671 3700 Office – 813 671 2957 Fax – 813 277 4784 Cell
Chad.taurman@ringpower.com

Ring Power CAT

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CAT Power Systems

Your North and Central Florida Caterpillar Dealer

ST. AUGUSTINE	TALLAHASSEE	OCALA	ORLANDO	TAMPA
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St. Augustine, FL 32092	Midway, FL 32343	Ocala, FL 34475	Orlando, FL 32824	Riverview, FL 33578
904-737-7730	**850-562-1622**	**352-732-4600**	**407-855-6195**	**813-671-3700**

SALES ***SERVICE*** ***PARTS*** ***LEASING*** ***RENTALS***

QUOTATION / SALES AGREEMENT / SECURITY AGREEMENT

DATE: **9/17/2025**

QUOTATION NO: **CTIV 31468842-25**

CUSTOMER NAME: **HILLSBOROUGH COUNTY AVIATION AUTHORITY**
ADDRESS:
CITY/STATE/ZIP: , **FL**
PHONE:

ESTIMATED SHIPPING LEAD TIME: **30-35 Weeks ADA**
SHIPPING VIA/FOB: **Truck/Jobsite**
ESTIMATED SUBMITTAL LEAD TIME: **4-6 Weeks**
JOBSITE ADDRESS:
CITY/STATE/ZIP: **FL**
PROJECT NAME: **TIA AIRSIDE C-100%**

TERMS: *Full payment is due from buyer within 10 days of delivery or pickup of the equipment.*

DESCRIPTION OF MATERIAL	UNIT PRICE	EXTENSION
Please ensure quote meets your expectations.		
One (1) New Foxfab Docking Station ($14,125 List Price, 5% Discount) • 3 Pole, 1200 Amp, 480 volts • NEMA 3R Enclosure • Kirk Key Interlocks • Male and Female Camlocks		$14,868.00
Installation Services ($126,250.00, 5% Discount) • Required Permits • Connect temporary generator to system during installation • Set new 1200A rated docking station outside of existing generator room • Intercept existing electrical feeds between generator and ATS • Provide and install new conduit and wiring between generator and new docking station • Provide and install new electrical feeds between docking station and existing distribution panel • Provide and install new housekeeping pad for docking station • Provide and install bollards around docking station • Test system with temporary generator after completion		$119,937.00

Quotation Accepted By: _____ Date: _____ Tax No.: _____

Customer: _____ Salesman's Signature: Chad Taurman

Chad Taurman, EP/Ind Sales. Central Florida

DESCRIPTION OF MATERIAL	UNIT PRICE	EXTENSION
Temporary Generator, 750kW ($17,090.00 List, 10% Discount)		$15,381.00
Payment and Performance Bonds ($8.50 per thousand)		$1,326.00
Freight ($3,695 List, 5% Discount)		$3,510.00
Total NET for above		$ 155,022.00

Clarifications:

-Quotation in accordance with Ring Power's understanding of drawing E201.C received 8/25/25. Quotation to be limited to the products and scope specifically listed above. Items and services not specifically listed above are not considered part of this quotation.

-Equipment provided as a part of this proposal will be limited to the BOM above.

-Warranty coverage for non-Caterpillar equipment shall commence upon shipment from the manufacturer.

-Pricing does not include any specialized testing (NETA, infrared scanning, etc…) unless specifically listed above.

-Pricing does not include any coordination study, arc flash study, or protective settings. Protective relay and circuit breaker settings to be determined by others.

-Pricing does not any additional surge protection devices within existing panelboards or switchgear.

Notes:

1. The above price includes start-up, testing, and customer training.
2. No fuel or fuel piping is included
3. No sales tax included
4. Audio or video recording of training permitted with signed waiver.
5. Ring Power Corporation does not participate in any Contractor Controlled Insurance Programs (CCIP)
6. General exception is taken to any other specifications and drawings not available at time of quotation. Equipment supplied will be limited to that described in this proposal.
7. Ring Power will be supplying equipment as described in the attached documentation.
8. Ring Power will not release equipment for production until we have received the signed sales agreement and signed and approved submittal from our customer. This is done to ensure that we are providing quality equipment that fits our customer's needs. If you need any assistance, please contact your sales representative.
9. **Pricing in accordance with Sourcewell Contract 092222-CAT. Ring Power Corporation will honor this pricing schedule and will extend it to Hillsborough County Aviation Authority for this sale**

Thank you for considering Ring Power Systems for your equipment needs

Chad Taurman

Chad Taurman

Ring Power Systems, Generator Sales Central Florida,
813 671 3700 Office – 813 671 2957 Fax – 813 277 4784 Cell
Chad.taurman@ringpower.com

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904-737-7730	**850-562-1622**	**352-732-4600**	**407-855-6195**	**813-671-3700**

SALES ***SERVICE*** ***PARTS*** ***LEASING*** ***RENTALS***

QUOTATION / SALES AGREEMENT / SECURITY AGREEMENT

DATE: **9/17/2025**

QUOTATION NO: **CTIV 31468842-25**

CUSTOMER NAME: **HILLSBOROUGH COUNTY AVIATION AUTHORITY**
ADDRESS:
CITY/STATE/ZIP: , **FL**
PHONE:

ESTIMATED SHIPPING LEAD TIME: **30-35 Weeks ADA**
SHIPPING VIA/FOB: **Truck/Jobsite**
ESTIMATED SUBMITTAL LEAD TIME: **4-6 Weeks**
JOBSITE ADDRESS:
CITY/STATE/ZIP: **FL**
PROJECT NAME: **TIA AIRSIDE E-100%**

TERMS: *Full payment is due from buyer within 10 days of delivery or pickup of the equipment.*

DESCRIPTION OF MATERIAL	UNIT PRICE	EXTENSION
Please ensure quote meets your expectations.		
One (1) New Foxfab Docking Station ($14,125 List Price, 5% Discount) • 3 Pole, 1200 Amp, 480 volts • NEMA 3R Enclosure • Kirk Key Interlocks • Male and Female Camlocks		$14,868.00
Installation Services ($157,500.00, 5% Discount) • Required Permits • Connect temporary generator to system during installation • Set new 1200A rated docking station outside of existing generator room • Intercept existing electrical feeds between generator and ATS • Provide and install new conduit and wiring between generator and new docking station • Provide and install new electrical feeds between docking station and existing distribution panel • Provide and install new housekeeping pad for docking station • Provide and install bollards around docking station • Test system with temporary generator after completion		$149,625.00

Quotation Accepted By: _____ Date: _____ Tax No.: _____

Customer: _____ Salesman's Signature: *Chad Taurman*

Chad Taurman, EP/Ind Sales. Central Florida

DESCRIPTION OF MATERIAL	UNIT PRICE	EXTENSION
Temporary Generator, 750kW ($17,090.00 List, 10% Discount)		$15,381.00
Payment and Performance Bonds ($8.50 per thousand)		$1,564.00
Freight ($3,695 List, 5% Discount)		$3,510.00
Total NET for above		$ 184,948.00

Clarifications:

-Quotation in accordance with Ring Power's understanding of drawing E201.E received 6/9/25. Quotation to be limited to the products and scope specifically listed above. Items and services not specifically listed above are not considered part of this quotation.

-Equipment provided as a part of this proposal will be limited to the BOM above.

-Warranty coverage for non-Caterpillar equipment shall commence upon shipment from the manufacturer.

-Pricing does not include any specialized testing (NETA, infrared scanning, etc…) unless specifically listed above.

-Pricing does not include any coordination study, arc flash study, or protective settings. Protective relay and circuit breaker settings to be determined and implemented by others.

-Pricing does not any additional surge protection devices within existing panelboards or switchgear.

Notes:

1. The above price includes start-up, testing, and customer training.
2. No fuel or fuel piping is included
3. No sales tax included
4. Audio or video recording of training permitted with signed waiver.
5. Ring Power Corporation does not participate in any Contractor Controlled Insurance Programs (CCIP)
6. General exception is taken to any other specifications and drawings not available at time of quotation. Equipment supplied will be limited to that described in this proposal.
7. Ring Power will be supplying equipment as described in the attached documentation.
8. Ring Power will not release equipment for production until we have received the signed sales agreement and signed and approved submittal from our customer. This is done to ensure that we are providing quality equipment that fits our customer's needs. If you need any assistance, please contact your sales representative.
9. **Pricing in accordance with Sourcewell Contract 092222-CAT. Ring Power Corporation will honor this pricing schedule and will extend it to Hillsborough County Aviation Authority for this sale**

Thank you for considering Ring Power Systems for your equipment needs

Chad Taurman

Chad Taurman

Ring Power Systems, Generator Sales Central Florida,
813 671 3700 Office – 813 671 2957 Fax – 813 277 4784 Cell
Chad.taurman@ringpower.com

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904-737-7730	**850-562-1622**	**352-732-4600**	**407-855-6195**	**813-671-3700**

SALES ***SERVICE*** ***PARTS*** ***LEASING*** ***RENTALS***

QUOTATION / SALES AGREEMENT / SECURITY AGREEMENT

DATE: **9/17/2025**

QUOTATION NO: **CTIV 31468842-25**

CUSTOMER NAME: **HILLSBOROUGH COUNTY AVIATION AUTHORITY**
ADDRESS:
CITY/STATE/ZIP: , **FL**
PHONE:

ESTIMATED SHIPPING LEAD TIME: **50-52 Weeks ADA**
SHIPPING VIA/FOB: **Truck/Jobsite**
ESTIMATED SUBMITTAL LEAD TIME: **4-6 Weeks**
JOBSITE ADDRESS:
CITY/STATE/ZIP: **FL**
PROJECT NAME: **TIA AIRSIDE F-100%**

TERMS: *Full payment is due from buyer within 10 days of delivery or pickup of the equipment.*

DESCRIPTION OF MATERIAL	UNIT PRICE	EXTENSION
Please ensure quote meets your expectations. One (1) New Caterpillar Diesel Generator - Model C32, Rated 1000KW standby at 0.8 PF, 277/480 Volts, 3 Phase, 4 Wire, 60 Hz at 1800 RPM, with following options: • UL 2200 Listed Genset, NFPA 110 alarms • Main UL circuit breaker, 3 Pole, 2000 Amp, generator mounted • CAT EMCP 4.2B Control panel with safety shutdowns, Engine controls and gauges • 130 degrees C rise generator with voltage regulator, PMG excitation • ADEM electronic governor • Jacket water heater, 120VAC input • Battery charger UL 10 amp, 120VAC input • Generator space heater, 120VAC input • 2 Year / 1000 hour Caterpillar limited warranty		

Quotation Accepted By: _____ Date: _____ Tax No.: _____

Customer: _____ Salesman's Signature: *Chad Taurman*

Chad Taurman, EP/Ind Sales. Central Florida

DESCRIPTION OF MATERIAL	UNIT PRICE	EXTENSION
Caterpillar List Price		$378,205.00
Deduct per Sourcewell Contract (33% of list price)		-$124,808.00
Subtotal		$253,397.00
-Caterpillar Platinum ESC, 5 year / 2500 hours		$0.00
-Freight ($13,150 List, 5% discount)		$12,492.00
-Commissioning, 4 hour load test, and owner training session ($18,750 List, 5% discount)		$17,812.00
-Generator Docking Station, 2000A Rated, NEMA 3R Enclosure, distribution breakers 600A x 1, 400A x 3,, Male and Female Camlocks ($46,950 List, 5% Discount)		$44,602.00
-Rental Temporary Generator, 1000kW with 50' cables ($55,850 List, 10% Discount)		$50,265.00
-Custom fuel tank and enclosure package, 1000 gallon capacity ($177,880.00 List, 5% Discount)		$168,986.00
-Installation to include the following: Required permits, connect temporary generator to system during installation. Remove existing generator. Clean existing tank for permit closure. Modify existing concrete pad for new generator package. Offload and set new generator package. Remove existing generator for trade-in. Provide new housekeeping pad for docking station within equipment yard. Install new docking station inside of equipment yard, provide and install new wire and conduit between new generator, and docking station. ($212,500 List, 5% Discount)		$201,875.00
-Payment and Performance Bonds ($8.50 per thousand)		$6,375.00
Total NET for above		$ 755,804.00
Recommended Owner Allowances to replace wiring if required:		
Docking Station to Fire Pump ATS 400A		$62,500.00
Docking Station to EMCC1 400A		$62,500.00
Docking Station to EMCC2 400A		$62,500.00
Docking Station to EDPA 600A		$93,750.00
Clarifications:		
-Quotation in accordance with Ring Power's understanding of drawing E501.F received 8/25/25. Quotation to be limited to the products and scope specifically listed above. Items and services not specifically listed above are not considered part of this quotation.		
-Equipment provided as a part of this proposal will be limited to the BOM above.		
-Warranty coverage for non-Caterpillar equipment shall commence upon shipment from the manufacturer.		
-Pricing does not include any specialized testing (NETA, infrared scanning, etc…) unless specifically listed above.		
-Pricing does not include any coordination study, arc flash study, or protective settings. Protective relay and circuit breaker settings to be determined by others. Ring Power to set customer provided protective settings into generator mounted circuit breaker.		
-Pricing does not any additional surge protection devices within existing panelboards or switchgear.		
-Existing TECO transformer to remain in place.		
-Ring Power to attempt to reuse existing feeders from generator to ATS's. Owner's allowance to replace feeders provided above.		

Notes:

1. The above price includes start-up, testing, and customer training.
2. No fuel or fuel piping is included
3. No sales tax included
4. Audio or video recording of training permitted with signed waiver.
5. Ring Power Corporation does not participate in any Contractor Controlled Insurance Programs (CCIP)
6. General exception is taken to any other specifications and drawings not available at time of quotation. Equipment supplied will be limited to that described in this proposal.
7. Ring Power will be supplying equipment as described in the attached documentation.

DESCRIPTION OF MATERIAL	UNIT PRICE	EXTENSION
8. **Ring Power will not release equipment for production until we have received the signed sales agreement and signed and approved submittal from our customer. This is done to ensure that we are providing quality equipment that fits our customer's needs.** If you need any assistance, please contact your sales representative.		
9. Pricing in accordance with Sourcewell Contract 092222-CAT. Ring Power Corporation will honor this pricing schedule and will extend it to Hillsborough County Aviation Authority for this sale		

Thank you for considering Ring Power Systems for your equipment needs

Chad Taurman
Chad Taurman
Ring Power Systems, Generator Sales Central Florida,
813 671 3700 Office – 813 671 2957 Fax – 813 277 4784 Cell
Chad.taurman@ringpower.com

Ring Power CAT

OLYMPIAN™ GENERATORS

CAT Power Systems

Your North and Central Florida Caterpillar Dealer

ST. AUGUSTINE	TALLAHASSEE	OCALA	ORLANDO	TAMPA
500 World Commerce Prkwy	32000 Blue Star Hwy	6202 N US 301/441	9901 Ringhaver Dr.	10421 Fern Hill Dr
St. Augustine, FL 32092	Midway, FL 32343	Ocala, FL 34475	Orlando, FL 32824	Riverview, FL 33578
904-737-7730	**850-562-1622**	**352-732-4600**	**407-855-6195**	**813-671-3700**

SALES ***SERVICE*** ***PARTS*** ***LEASING*** ***RENTALS***

QUOTATION / SALES AGREEMENT / SECURITY AGREEMENT

DATE: **9/17/2025**

QUOTATION NO: **CTIV 31468842-25**

CUSTOMER NAME: **HILLSBOROUGH COUNTY AVIATION AUTHORITY**
ADDRESS:
CITY/STATE/ZIP: , **FL**
PHONE:

ESTIMATED SHIPPING LEAD TIME: **50-55 Weeks ADA**
SHIPPING VIA/FOB: **Truck/Jobsite**
ESTIMATED SUBMITTAL LEAD TIME: **4-6 Weeks**
JOBSITE ADDRESS:
CITY/STATE/ZIP: **FL**
PROJECT NAME: **TIA LONG TERM PARKING-100%**

TERMS: *Full payment is due from buyer within 10 days of delivery or pickup of the equipment.*

DESCRIPTION OF MATERIAL	UNIT PRICE	EXTENSION
Please ensure quote meets your expectations. One (1) New Caterpillar Diesel Generator - Model 3512C, Rated 1500KW standby at 0.8 PF, 277/480 Volts, 3 Phase, 4 Wire, 60 Hz at 1800 RPM, with following options: • EPA Tier 2 Certified Engine • UL 2200 Listed Genset, NFPA 110 alarms • Main UL circuit breaker, 3 Pole, 2500 Amp, generator mounted • CAT EMCP 4.2B Control panel with safety shutdowns, Engine controls and gauges • 130 degrees C rise generator with voltage regulator, PMG excitation • ADEM electronic governor • Jacket water heater, 208VAC input • Battery charger UL 10 amp, 120VAC input • Batteries, lead acid • Generator space heater, 120VAC input • 2 Year / 1000 hour Caterpillar Limited Warranty		

Quotation Accepted By: _____ Date: _____ Tax No.: _____

Customer: _____ Salesman's Signature: *Chad Taurman*

Chad Taurman, EP/Ind Sales. Central Florida

DESCRIPTION OF MATERIAL	UNIT PRICE	EXTENSION
Caterpillar List Price		$710,751.00
Deduct per Sourcewell Contract (36% of list price)		-$255,871.00
Subtotal		$454,880.00
-Caterpillar Platinum ESC, 5 year / 2500 hours ($3,380 List, 10% Discount)		$3,755.00
-Freight ($25,500 List, 5% discount)		$24,225.00
-Commissioning, 4 hour load test, and owner training session ($43,750 List, 5% discount)		$41,562.00
-Generator Docking Station, 2800A Rated, NEMA 3R Enclosure, male and female camlocks ($24,780 List, 5% Discount)		$23,541.00
-Rental Temporary Generators, 400kW x 4 with 300' cables ($135,400.00 List, 10% Discount)		$121,860.00
-Custom fuel tank and enclosure package, 1500 gallon capacity ($229,375.00 List, 5% Discount)		$217,906.00
-Installation to include the following: Required permits, connect temporary generator to system during installation. Modify existing concrete pad for new generator package. Crane and rigging to remove existing generator package for trade-in. Offload and set new generator package. Install new docking station inside of generator walled area, provide and install new wire and conduit between new generator, and docking station. ($375,000 List, 5% Discount)		$356,250.00
Payment and Performance Bonds ($8.50 per thousand)		$10,574.00
Total NET for above		$ 1,254,553.00

Clarifications:

-Quotation in accordance with Ring Power's understanding of drawing E501.C received 8/25/25. Quotation to be limited to the products and scope specifically listed above. Items and services not specifically listed above are not considered part of this quotation.

-Equipment provided as a part of this proposal will be limited to the BOM above.

-Warranty coverage for non-Caterpillar equipment shall commence upon shipment from the manufacturer.

-All labor to be performed during normal working hours 8am-5pm Monday-Friday, afterhours labor at additional cost.

-Pricing does not include any specialized testing (NETA, infrared scanning, etc…) unless specifically listed above.

-Pricing does not include any coordination study, arc flash study, or protective settings. Protective relay and circuit breaker settings to be determined by others. Ring Power to set customer provided protective settings into generator mounted circuit breaker.

-Docking station will have to be located on top of the existing generator stub up location in order to maintain the existing grounding design.

Notes:

1. The above price includes start-up, testing, and customer training.
2. No fuel or fuel piping is included
3. No sales tax included
4. Audio or video recording of training permitted with signed waiver.
5. Ring Power Corporation does not participate in any Contractor Controlled Insurance Programs (CCIP)
6. General exception is taken to any other specifications and drawings not available at time of quotation. Equipment supplied will be limited to that described in this proposal.
7. Ring Power will be supplying equipment as described in the attached documentation.
8. **Ring Power will not release equipment for production until we have received the signed sales agreement and signed and approved submittal from our customer. This is done to ensure that we are providing quality equipment that fits our customer's needs.** If you need any assistance, please contact your sales representative.
9. **Pricing in accordance with Sourcewell Contract 092222-CAT. Ring Power Corporation will honor this pricing schedule and will extend it to Hillsborough County Aviation Authority for this sale**

DESCRIPTION OF MATERIAL	UNIT PRICE	EXTENSION

Thank you for considering Ring Power Systems for your equipment needs

Chad Taurman
Chad Taurman
Ring Power Systems, Generator Sales Central Florida,
813 671 3700 Office – 813 671 2957 Fax – 813 277 4784 Cell
Chad.taurman@ringpower.com

SECTION 00610
COMMON LAW PERFORMANCE BOND

Hillsborough County Official Use Only

BOND NO. _____

STATE OF _____

COUNTY OF _____

BY THIS BOND, Ring Power 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 Three Million Six Hundred Thousand and No One Hundredth Dollars (U.S.) ($3,600,000) 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 October 2, 2025 entered into an agreement with Owner for **AUTHORITY PROJECT NUMBER 7325 25, EMERGENCY GENERATORS & DOCKING STATIONS 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 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, Ring Power 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 Three Million Six Hundred Thousand and No One Hundredth Dollars (U.S.) ($3,600,000) 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 October 2, 2025, between Contractor and Owner for **AUTHORITY PROJECT NUMBER 7325 25, EMERGENCY GENERATORS & DOCKING STATIONS 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 Three Million Six Hundred Thousand and No One Hundredth Dollars (U.S.) ($3,600,000) on behalf of _____ to the **HILLSBOROUGH COUNTY AVIATION AUTHORITY** covering **the PROJECT 7325 25, EMERGENCY GENERATORS & DOCKING STATIONS 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 _____, 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

END OF SECTION

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 Florida Department of Transportation Public Transportation Grant Agreement, 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. 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 Florida Department of Transportation Public Transportation Grant Agreement, 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 has 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 point, 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	$2,000,000
Each Occurrence	$1,000,000
Personal and Advertising Injury Each Occurrence	$1,000,000
Products/Completed Operations Aggregate	$1,000,000

To the extent required by 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 (3) three year(s) 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:

Not Used.

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 30 days (or 10 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 60 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 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 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 subconsultants 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 15 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 60 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, property damage, data breach, security breach, ransomware (data theft), or an extortion threat 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, bodily injury, data theft, or an extortion threat 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 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

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.

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. Not withstanding anything else in this Contract, the Owner may terminate 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 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:

Emergency Generators and Docking Stations
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: 7325 25

Description: This Project includes the replacement of three (3) existing emergency generators, each at a separate location, and the addition of two (2) docking stations, each at a separate location. These include Airside A (Generator Replacement with Docking Station), Airside C (Docking Station Only), Airside E (Docking Station Only), Airside F (Generator Replacement with Docking Station), and Long Term Parking Garage (Generator Replacement with Docking Station). Each scope is provided with additional details in the Drawings.

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 performance of the Work under this Contract, the following other contracts will be under construction:
   1. 6860 21 Airside C Guideway Rehabilitation
   2. 8910 23 Airside E Shuttle Cars
   3. 7415 25 Ancillary Buildings Roof Rehabilitation
   4. 8525 25 Airside E Roof Replacement
   5. 7490 26 Airside A Chillers Replacement
   6. 7610 26 Airside F Chillers Replacement

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 and all required insurance and other preconstruction expense necessary for the start of 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

A. The Contractor will determine all costs in connection with providing Mobilization. Such costs will be incidental to the Project and will be included in the overall cost of the Contract Sum and will not exceed 3% of the total cost of the Work.

B. Based upon the contract lump sum price for Mobilization, partial payment will be allowed as follows:

a. A negotiated percentage based on documentable costs will be paid with the first pay request. The amount will be negotiated between the Owner, Contractor, and Engineer prior to the first pay request.

b. Each subsequent pay request will include equal payments derived as follows: 100% less the negotiated initial payment divided by the total duration of the project in months.

c. The final equal installment will be paid after final inspection and all work completed and accepted on site.

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 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 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 $483,183.50 of the Contract Sum for:

1. **Utilities** - 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** - 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 and Facilities** - Resolution of temporary services and facilities. This addresses any work that would exceed the original contract requirements.

4. **Coordination between projects** - Resolution of unforeseen conditions 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** – 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** - Remediation of hazardous materials. This addresses any work that would exceed the original contract requirements.

7. **Temporary Signage** - 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 Intent** - Addressing work needed to meet the intent of the Contract Documents but where the design details, drawings or specifications were missing, inadequate or incorrect as determined in the sole discretion of the Authority. This includes all disciplines, but not limited to, including architectural, structural, mechanical, electrical, plumbing, fire protection, communications, civil, information technology, etc.

9. **Authority Having Jurisdiction (AHJ)** – 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** - Owner's Allowance may be used for desired Work not shown on the Contract Documents with the approval of Owner's executive management.

12. **Acceleration Contingency:** Owner's Allowance may be used to accelerate the Work, or any portion of the Work, with approval of Owner's executive management.

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 01040 - PROJECT COORDINATION

PART 1 - GENERAL

1.01 DESCRIPTION

The minimum administration and supervisory requirements necessary for 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).

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.

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 assure 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 assure 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.

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 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). The AIP means a grant-in-aid program administrated by the Federal Aviation Administration.

7. APPROVE. Where used in conjunction with Owner's response to submittals, requests, applications, inquiries, reports and claims by the Contractor, the term "approved" will be held to limitations of Owner's responsibilities and duties as specified in the Contract Documents. In no case will "approval" by Owner be interpreted as a release of Contractor from responsibilities to fulfill 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 furnished with a Bid to guaranty that the Bidder will enter into a Contract if 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 results 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 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 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 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 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 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 expert 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 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 guaranty 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 guaranty 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 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.

67. 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.

68. 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.

69. 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.

70. QUALITY ASSURANCE (QA). Owner's responsibility to assure that construction work completed complies with specifications for payment.

71. QUALITY CONTROL (QC). Contractor's responsibility to control material(s) and construction processes to complete construction in accordance with project specifications.

72. 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.

73. 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.

74. 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.

75. 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.

76. RUNWAY. The area on the airport designated for the landing and takeoff of aircraft.

77. 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.

78. SAFETY PLAN COMPLIANCE DOCUMENT (SPCD). Details how the Contractor will comply with the CSPP.

79. 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.

80. SHUTTLE. A guided transit mode with fully automated operation, featuring vehicles that operate on guideways between the Main Terminal and Airsides

81. 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.

82. SPONSOR. See “Owner”.

83. 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.

84. SUBGRADE. The soil which forms the pavement foundation.

85. 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.

86. 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.

87. SURETY. The corporation, partnership, or individual, other than the Contractor, executing Payment and Performance Bonds which are furnished to the Owner by the Contractor.

88. TAXILANE. A taxiway designed for low speed movement of aircraft between aircraft parking areas and terminal areas.

89. 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.

90. TAXIWAY/TAXILANE SAFETY AREA (TSA). A defined surface alongside the taxiway prepared or suitable for reducing the risk of damage to an aircraft. See the construction safety and phasing plan (CSPP) for limits of the TSA.

91. 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.

92. 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.

93. UNIT PRICE. Cost per unit of Work.

94. 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.

95. 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 standard in effect as of 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 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 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 manufacturer to achieve first quality work.

1.06 ABBREVIATED SPECIFICATIONS

A. In order to shorten these Specifications, certain terminology and form common in specification writing is employed. The following words are often omitted when 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 lists 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 Contract Documents. The Contractor will maintain the free and unobstructed movement of vehicular traffic with respect to Contractor’s own operations and the operations of all Contractor’s Subcontractors.

B. 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.

C. 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.

D. 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.

E. 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.

F. 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.

G. 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.

H. 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.

I. 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.

J. 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.

K. 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.

L. The cost of maintaining vehicular traffic will be borne by the Contractor as part of its Work and is included in the Contract Sum Bid Amount.

M. 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.

N. 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.

O. 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.

P. 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.

Q. 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.

R. 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.”

S. 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 it so as to avoid disrupting normal traffic patterns. Provide, erect, and maintain effective barricades, variable message boards, danger signals, signs, and equipment to protect the Work and the safety of the public throughout the area.

T. 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.

U. 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.

V. 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.

W. 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.

X. 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.

Y. 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.

Z. 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.

1. 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.

AA. 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.

BB. 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.

CC. 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.

DD. 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.

EE. 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.

FF. 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.

GG. 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.

HH. 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.

1. 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.

II. 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.

JJ. 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 Project site at any time.

KK.

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 fire-rescue equipment, or maintenance vehicles at the Airport in accordance with the Contract Documents.

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.

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 between the hours of 7:30 a.m. and 4:00 p.m. 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: Second week in March through mid-April. No runway closures.

d. All three blackout periods noted above will have limited or restricted work hours throughout the campus. 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.

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 will 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 insure 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 01315 - SCHEDULES, PHASING

PART 1 - GENERAL

1.01 DESCRIPTION

The Scope includes construction scheduling and phasing/sequencing required for proper execution of the Work as described herein and indicated on the Drawings.

1.02 CONSTRUCTION SCHEDULE

A. Preliminary Schedule:

1. Within 15 days after the date of award of the Contract, the Contractor will submit its preliminary network phasing diagram (preliminary schedule) indicating a comprehensive overview of the Project including an activity line for each of the work segments to be performed at the site.

a. Arrange schedule to indicate required phasing of Work as outlined below and in the Contract Documents and to indicate time allowances for submittals and material acquisitions including the scheduled dates for purchase orders or subcontract issuance or execution, inspections, and similar time margins.

b. The Contractor may submit suggestive modifications and revisions to Work sequencing and barricade arrangements indicated in the Drawings. All suggestions are dependent on the Owner's approval.

c. Submitted schedule will be reviewed for comment by Owner and Design Professional for conformance to overall Project completion time criteria. Lack of this information will be cause for rejection of the schedule.

B. Bar-Chart Schedule:

1. Subsequent to review and comment by the Owner of the preliminary schedule, the Contractor will submit a comprehensive bar-chart type Construction Schedule indicating a time bar for each significant category or unit of work to be performed. Arrange schedule to indicate required phasing of units and to show time allowances for submittals and material acquisitions including the scheduled dates for purchase orders or subcontract issuance or execution, inspections, and similar time margins.

a. Show critical submittal dates related to each time bar or prepare separate coordinated listing of critical submittal dates.

b. Superimpose an S-curve on schedule to show "estimated" total dollar-volume of work performed at any date during Contract Time, with a column of cost figures in the left hand margin, ranging from zero to Contract Sum.

c. Submit updated schedule and S-curve with monthly pay request as herein specified.

2. The initial Construction Schedule, along with electronic media containing all activity data including but not limited to early start, early finish, late start, late finish and float, will be submitted to the Owner and Design Professional for review and comment within 30 days after the date of the Notice to Proceed but no later than seven days before the first Application for Payment request is submitted. Owner's review and recognition of this schedule will not relieve the Contractor of responsibility for scheduling of the Work and maintaining progress in accordance with the Contract Documents.

   The Contractor's progress schedule, once accepted by the Owner, will represent the Contractor's baseline plan to accomplish the Project in accordance with the terms and conditions of the Contract.

C. Distribution:

After Owner's and Design Professional's review and recognition, the Contractor will distribute the Construction Schedule to entities as appropriate. The Contractor will also post the Construction Schedule in temporary office space. The Contractor will revise the Construction Schedule at intervals matching payment requests and redistribute.

D. Maintenance of Schedule:

1. The Contractor's recognized Construction Schedule will be updated monthly, and will be submitted with each of the Contractor's Applications for Payment in a method as determined by the Owner. The updated Construction Schedule will include copies of issued Purchase Orders and contracts (subcontracts) for materials and services scheduled to have been purchased during the period of time covered by the Application for Payment. The updated Construction Schedule will describe Work completed during the preceding month, Work in progress, major problems, schedule deviations, organizational changes, Subcontractor progress and "Record Document" schedule progress dates. The updated Construction Schedule will also include a section detailing activities planned for the next month. Progress will be reported in comparison with the recognized Construction Schedule. A special section of the updated Construction Schedule will address any activities that are behind schedule, describing the reason therefore, any impact on the overall Contract Completion Dates and the Contractor's plans for overcoming any delays. Updates will also be made any time that changes in the design, construction, procurement and installation cause any major change in the overall Construction Schedule.

2. The Owner will review the updated Construction Schedule and provide comment with regard to the Construction Schedule's compliance with the provisions of the Contract Documents. The updated Construction Schedule will be recognized by the Owner when it is prepared in accordance with the Contract Documents. The Owner will not approve the Contractor's Application for Payment without the Contractor's monthly submission of a recognized

Construction Schedule. Each monthly Construction Schedule will show all Work substantially complete by the Contract Completion Dates.

3. If the Contractor's monthly schedule update reflects, or Owner or Design Professional determines, that the Contractor is at least 10% behind the original Construction Schedule or 21 or more days behind the original Construction Schedule for:

   a. the Work as a whole;

   b. a major Contract item;

   c. an major item of Work; or

   d. an item of Work not on the original critical path that, because of the delay or anticipated delay, becomes a critical path item;

   then such may constitute a material breach of the Contract. The Contractor must submit with the monthly update of the Construction Schedule, Contractor's proposed plan for bringing the Work back on schedule and completing the Work by the Contract Completion Dates.

4. The Construction Schedule will be coordinated by the Owner and Design Professional with the overall schedule for the total Project as a whole. The Contractor will revise the Construction Schedule promptly in accordance with the conditions of the Work, subject to approval by the Owner and Design Professional.

5. The Contractor will comply fully with all time and other requirements of the Contract Documents. Recommendation of an Application for Payment by the Design Professional and payment thereon by the Owner, without the submission of a recognized monthly schedule update of the Construction Schedule, or plan for bringing Work back on schedule, will not constitute a waiver of the requirements for such updates, nor will it relieve the Contractor from the obligation to complete the Work within the Contract Time(s).

6. Not Used.

7. If the Work is determined to be unsatisfactory for any reason and requires removal and replacement, rework, or any action that will affect the operation of the Airport, it will be considered part of the Construction Schedule and if the time period exceeds that specified, liquidated damages may be assessed, in the sole discretion of the Owner.

8. If the Owner or Design Professional has determined that the Contractor should be permitted to extend the time for completion as provided in Section 00700, Paragraph 8.03 of GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, as modified, the date(s) in the Construction Schedule will be adjusted accordingly to retain their same relationship to the adjusted date of Substantial Completion, and the dollar value of Work to be completed as of the

first of each month will be adjusted *pro rata*.

1.03 GENERAL

A. The following phasing constraints will universally apply to all phases and elements of this Work, unless the Plans indicate otherwise, or the Owner has approved an exception.

1. No existing crosswalks and curb cuts will be obstructed at any time during the Work.

2. A 20-foot wide lane on the Service Building road will remain open at all times for public vehicle circulation. Brief closures of a maximum of five minutes will be allowed.

a. The Contractor will submit the proposed detour routing for approval prior to lane closures and detour implementation. This detailed Maintenance of Traffic Plan may include the use of variable message sign boards, flagmen, detour signing, barricades, cones, etc.

3. All roadway or drive closures will be coordinated with and approved by the Owner prior to the closures. The Contractor will make its request in writing at least seven days prior to the planned closure. The request will include the number of lanes and location of the closure. The Contractor will submit a Maintenance of Traffic Plan associated with this requested closure.

4. The Contractor will provide temporary signage of the size and type in the locations specified by the Owner throughout the Work. This temporary signage will be provided under Section 01020 - OWNER'S ALLOWANCE and will include providing, installing, removing and disposing of signs. Temporary signage will be installed during the same work period as the erection of any scaffolding or barricades.

5. The Contractor will arrange the Work so that pedestrians have unrestricted access at all times to the elevators, stairs, automatic sliding doors, fire exits, and elevator equipment rooms.

6. The Contractor will submit a detailed Phasing Plan for review and approval prior to beginning Work on-site.

7. See Contract Plans for Contractor access and staging area(s).

1.04 MAINTENANCE OF OPERATIONS

See Contract Plans for requirement for temporary generators during construction.

1.05 PHASING/SEQUENCING

A. General:

1. The Work of this Contract for Emergency Generators & Docking Stations 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 48 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 tenant and adjust Construction Schedule so as not to interfere with the on-going operations of the airport.

B. Work Sequence of Construction:

The sequence of construction illustrated on the Drawings and in this Section 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.

END OF SECTION

0SECTION 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 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. The Owner will indicate on the Submittal Register those submittals that will be reviewed by the Owner.

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 for unrestricted use (no exceptions taken), final-but-restricted use (as marked), must be revised and resubmitted (use not permitted), or without action (as explained on the transmittal form), or other similar type wording.

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.

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.

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. 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 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.

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 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 - QUALITY CONTROL SERVICES (NON FAA)

PART 1 - GENERAL

1.01 DESCRIPTION

A. General: Required inspection and testing services are intended to assist Owner and Design Professional in the determination of probable compliance of the Work with requirements specified or indicated. These required services do not relieve the Contractor of responsibility for compliance with these requirements or for compliance with requirements of the Contract Documents.

B. Definitions: Quality control services include inspections and tests and related actions, including reports performed by independent agencies and governing authorities, as well as directly by the Contractor. These services do not include contract enforcement activities performed directly by the Owner or Design Professional.

1. Specific quality control requirements for individual units of work are specified in the sections of these Specifications that specify the individual element of the Work. These requirements, including inspections and tests, cover both production of standard products and fabrication of customized work. These requirements also cover quality control of the installation procedures.

2. Inspections, tests and related actions specified in this Section and elsewhere in the Contract Documents are not intended to limit the Contractor's own quality control procedures which facilitate overall compliance with requirements of the Contract Documents. Requirements by the Owner, governing authorities or other authorized entities for the Contractor to provide quality control services are not limited by the provisions of this Section.

C. Quality Control: When the Contract specifies the use of certain methods and equipment, such methods and equipment will be used unless others are authorized by the Design Professional.

1. If the Contractor desires to use a method or type of equipment other than specified in the Contract, Contractor may request authority from the Design Professional to do so. The request will be in writing and will include a full description of the methods and equipment proposed and 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 the Contract Documents.

2. If, after trial use of the substituted methods or equipment, the Design Professional determines that the Work produced does not meet Contract requirements, the Contractor will discontinue the use of the substitute method or equipment and will complete the remaining Work with the specified methods and equipment.

3. The Contractor will remove all deficient work and replace it with work of specified quality, or take such other corrective action as the Design Professional may direct. No change will be made in the Contract Sum or in Contract Time as a result of authorizing a change in methods or equipment under this subsection.

D. 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.

E. Samples, Tests, and Cited Specifications: All materials used in the Work will be inspected and/or tested by the Design Professional before incorporation in the Work. Any Work in which untested materials are used without approval or written permission of the Design Professional will be performed at the Contractor's risk. Materials found to be unacceptable and unauthorized will not be paid for and, if directed by the Design Professional, will be removed at the Contractor's expense. Unless otherwise designated, tests in accordance with the cited standard methods of AASHTO or ASTM Federal Specifications, material descriptions, and all other cited methods which are current on the date of receipt of bids will be made by and at the expense of the Contractor. Samples will be taken by a qualified representative of the Contractor. 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 Owner and Design Professional. Contractor will furnish the required samples without charge. Contractor will give sufficient notification of the placing of orders for materials to permit testing.

1. No approval of materials by the Design Professional or other representative of the Owner will relieve the Contractor of its obligation to provide and use materials that conform in all respects with the Contract requirements, and if the Contractor chooses to rely on the results of such tests or such approvals as evidence or indication that the materials supplied do in fact so conform, the Contractor does so at its sole risk.

F. Certification of Compliance: The Design Professional may permit the use, prior to sampling and testing, of certain materials or assemblies when accompanied by manufacturer's certificate(s) of compliance stating that such materials or assemblies fully comply with the

requirements of the Contract. The certificate(s) will 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.

1. Materials or assemblies used on the basis of certificate(s) 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.

2. The form and distribution of certificate(s) of compliance will be as approved by the Design Professional and the Owner.

3. When a material or assembly is specified by "brand name or equal" and the Contractor elects to furnish the specified "brand name," the Contractor will 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 will clearly identify each lot delivered and will certify as to:

    a. Conformance to the specified performance, testing, quality or dimensional requirements; and,

    b. Suitability of the material or assembly for the use intended in the Contract Work.

4. Should the Contractor propose to furnish an "or equal" material or assembly, Contractor will furnish the manufacturer's certificates of compliance as hereinbefore described for the specified brand name material or assembly. However, the Design Professional will be the sole judge as to whether the proposed "or equal" is suitable for use in the Work.

5. The Design Professional reserves the right to refuse permission for use of materials or assemblies on the basis of certificate(s) of compliance.

G. Plant Inspection: The Owner or its authorized representative may inspect, as 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 Contractor’s acceptance of the material or assembly.

1. Should the Owner or its authorized representative conduct plant inspections, the following conditions must exist:

    a. The Owner or its authorized representative will have the cooperation and assistance of the Contractor and the producer with whom Contractor has contracted for materials.

    b. The Owner or its authorized representative will 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 or its authorized representative, the Contractor will arrange for adequate office or working space that may be reasonably needed for conducting plant inspections. Office or working space should be conveniently located with respect to the plant.

2. It is understood and agreed that the Owner will have the right to retest any material which has been tested and approved at the source of supply after it has been delivered to the Project Site. The Owner or its authorized representative will have the right to reject only material which, when retested, does not meet the requirements of the Contract Documents.

H. Storage of Materials: Materials will be so stored as 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 will be located so as to facilitate their prompt inspection. The Contractor will coordinate the storage of all materials with the Owner and Design Professional. Materials to be stored on airport property will not create an obstruction to air navigation nor will they interfere with the free and unobstructed movement of aircraft. Unless otherwise shown on the drawings, the storage of materials and the location of the Contractor's plant and parked equipment or vehicles will be as directed by the Owner. Private property will not be used for storage purposes without written permission of the Owner or lessee of such property. The Contractor will make all arrangements and bear all expenses for the storage of materials on private property. Upon request, the Contractor will furnish the Design Professional a copy of the property Owner's permission.

1. All storage sites on private or airport property will be restored to their original condition by the Contractor at the Contractor’s entire expense, except as otherwise agreed to (in writing) by the owner or lessee of the property.

I. Unacceptable Materials: Any material or assembly that does not conform to the requirements of the Contract Documents will be considered unacceptable and will be rejected. The Contractor will remove any rejected material or assembly from the site of the Work, unless otherwise instructed by the Design Professional.

1. Rejected material(s) or assembly(ies) that have been corrected by the Contractor will not be returned to the site of the Work until such time as the Design Professional has approved its use in the Work.

1.02 TESTING BORNE BY THE CONTRACTOR

A. All initial testing costs will be borne by the Contractor. An independent testing laboratory selected by and responsible to the Contractor and acceptable to the Owner and Design Professional will perform all testing required by the Contract Documents or other testing as directed by the Owner or Design Professional.

B. The Contractor will also bear the cost of testing:

1. If substitute materials or equipment are proposed by the Contractor, Contractor will pay the cost of all tests which may be necessary to satisfy the Design Professional that Specification requirements are satisfied. The Contractor may be required to pay for the Design Professional's time spent in review and administrating such proposed substitution.

2. If materials or workmanship are used which fail to meet Specification requirements, the Contractor will pay the cost of all testing and retesting deemed necessary by the Design Professional to determine the safety or suitability of the material or element.

3. The Contractor will pay for all testing costs including, but not limited to, power, fuel, and equipment costs which may be required for complete testing of all equipment and systems for proper operation.

4. The Contractor will pay for all standby time required when operations are delayed by the Contractor.

1.03 RETEST RESPONSIBILITY

Where results of required inspections, tests or similar services prove unsatisfactory and do not indicate compliance of related work with the requirements of the Contract Documents, then the cost of all retests are the responsibility of the Contractor. The cost of retesting of Work revised or replaced by the Contractor is the Contractor's responsibility, where required tests were performed on original Work.

1.04 RESPONSIBILITY FOR ASSOCIATED SERVICES

A. The Contractor is required to cooperate with the agencies performing required inspections, tests and similar services. Provide such auxiliary services as are reasonably requested. Notify the testing agency sufficiently in advance of operations to permit assignment of personnel. These auxiliary services include but are not necessarily limited to the following:

1. Providing access to the Work.

2. Taking samples or assistance with taking samples.

3. Delivery of samples to testing laboratories.

4. Security and protection of samples and test equipment at the Project site.

1.05 COORDINATION

The Contractor will coordinate with each agency engaged to perform inspections, tests and similar services for the Project and will coordinate the sequence of activities so as to accommodate required services with a minimum of delay in the progress of the Work. In addition, the Contractor will coordinate the Work so as to avoid the necessity of removing and replacing work to

accommodate inspections and tests. The Contractor is responsible for scheduling times for inspections, tests, taking of samples and similar activities. The testing will not be used as justification for claims for extension of Contract Time.

1.06 QUALITY ASSURANCE

Qualification for Service Agencies: Except as otherwise indicated, Contractor will only engage inspection and test service agencies, including independent testing laboratories, which are prequalified as complying with "Recommended Requirements for Independent Laboratory Qualification" by the American Council of Independent Laboratories, and which are recognized in the industry as specialized in the types of inspections and tests to be performed.

1.07 SUBMITTALS

A. General: Refer to Section 01340 - SHOP DRAWINGS, PRODUCT DATA AND SAMPLES for the general requirements on submittals. The Contractor will submit directly to the Owner and Design Professional an electronic report of each inspection, test or similar service, performed by or on behalf of the Contractor. Contractor will also submit additional copies of each report directly to a governing agency, when the agency so directs.

B. Report Data: Written reports of each inspection, test or similar service will include the following:

1. Name of testing agency or test laboratory.

2. Dates and locations of samples, tests and/or inspections.

3. Names of individuals making the inspection, sample and/or test.

4. Designation of the Work and test method. Complete inspection or test data.

5. Test inspection and/or sample results.

6. Interpretations of test sample and/or inspection results.

7. Notation of significant ambient conditions at the time of sample-taking, testing and/or inspection.

8. Comments or professional opinion as to whether inspected, sampled and/or tested Work complies with requirements of the Contract Documents.

9. Recommendations on retesting, if applicable.

10. Other requirements as stated in the Specifications.

1.08 INSPECTION OF CONDITIONS

A. Installer's Inspection of Conditions: Require the installer of each major unit of Work to inspect the substrate to receive Work and conditions under which the Work is to be

performed. The installer will report all unsatisfactory conditions in writing to the Contractor. Do not proceed with the Work until unsatisfactory conditions have been corrected in a manner acceptable to the installer.

B. Manufacturer's Instructions: Where installations include manufactured products, comply with the manufacturer's applicable instructions and recommendations for installation, to the extent that these instructions and recommendations are more explicit or more stringent than requirements indicated in the Contract Documents.

C. Inspect each item of material or equipment immediately prior to installation. Reject damaged and defective items.

D. Provide attachment and connection devices and methods for securing Work. Secure Work true to line and level and within recognized industry tolerances. Allow for expansion and building movement. Provide uniform joint width in exposed Work. Arrange joints in exposed Work to obtain the best visual effect to the satisfaction and approval of the Owner and Design Professional. Refer questionable visual-effect choices to the Owner and Design Professional for final decision.

E. Recheck measurements and dimensions of the Work as an integral step of starting each installation.

F. Install each unit of Work during weather conditions and project status which will insure the best possible results in coordination with the entire Work. Isolate each unit of Work from incompatible Work as necessary to prevent deterioration.

G. Coordinate enclosure of the Work with required inspections and tests so as to minimize the necessity of uncovering Work for that purpose.

H. Mounting Heights: Where mounting heights are not indicated, mount individual units of Work at industry recognized standard mounting heights for the particular application indicated. Refer questionable mounting height choices to the Owner and Design Professional for final decision.

1.09 REPAIR AND PROTECTION

General: Upon completion of inspection, testing, sample-taking and similar services performed on the Work, repair damaged Work and restore substrates and finishes to eliminate deficiencies, including deficiencies in the visual qualities of exposed finishes. Comply with requirements of Section 01045 - CUTTING AND PATCHING. Protect Work exposed by or for quality control service activities and protect repaired Work. Repair and protection will be the Contractor's responsibility, regardless of the assignment of responsibility for inspection, testing or similar services.

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.

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 & Security 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 & Security 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. The Contractor will prepare and submit a Safety Plan that details how it proposes to comply with the Construction Safety requirements.

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.

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, if applicable, 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.

A. 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.

B. 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 and the safety regulations of the Airport. 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. Not Used.

E. All Contractor vehicles and equipment that are authorized to operate on or near the Air Operations Area (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. 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 Contract Documents and any referenced documents.

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.

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 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. Not Used.

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. Not Used.

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. Not Used.

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 and operational constraints are shown on the Contract Plans. 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 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.** 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 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.

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.

4.

5.

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 – (Emergency Generators and Docking Stations) 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.

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 Vehicles are required to have company indicia on both sides and it needs to be large enough print to be seen from a distance of 200'.

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 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 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 01400 – QUALITY CONTROL SERVICES.

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 [Note to Designer: Insert # of applicable waste streams to project scope here, typically no greater than five (5)] 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.

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 will be provided to the Contractor within five days after 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.

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.

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.

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 Division 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 Project Management Software.

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: Joseph W. Lopano 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