

Tenant Work Permit Handbook



CHAPTER 1 GENERAL 1-1

1. Tenant Work Permit (TWP)..... 1-1

2. Basis for an Authority TWP 1-1

3. Definitions..... 1-2

CHAPTER 2 TENANT WORK PERMIT APPLICATION REQUIREMENTS 2-1

1. Permit Fee 2-1

2. Complete a TWP Application Form FA-23 2-1

3. Attach Supporting Documentation..... 2-1

4. Preconstruction Conference 2-4

5. Submit for Approval..... 2-4

6. Completion of Work..... 2-5

7. Permit Closure 2-5

CHAPTER 3 BONDS 3-1

1. General..... 3-1

2. Commercial Real Estate 3-2

3. Verification..... 3-2

CHAPTER 4 INSURANCE AND INDEMNIFICATION 4-1

1. Indemnification and Hold Harmless 4-1

2. Contractual Insurance Terms and Conditions..... 4-3

3. Insurance Requirements..... 4-8

4. Contractor’s Minimum Required Insurance Coverage and Limits – (See Tables A and B 4-10

Sample Accord Form 4-11

CHAPTER 5 GENERAL CONSTRUCTION STANDARDS 5-1

1. Change Orders 5-1

2. Coordination and Inspection 5-1

3. General..... 5-1

4. Standards of Construction 5-2

A. Codes, Rules, and Regulations 5-2

B. Permits..... 5-2

C. Equipment..... 5-3

D. Material Storage 5-3

E. Demolition 5-3

F. Temporary Construction Barricades..... 5-4

G. Building 5-7

H. Telecommunications and Network Infrastructure Standards 5-8

I. General Electrical..... 5-9

J. Antennas 5-9

K. Fire Alarm and Detection Systems..... 5-11

L. Heating, Ventilation, and Air Conditioning (HVAC) 5-11

M. Cutting, Welding and Patching 5-11

TABLE OF CONTENTS
TENANT WORK PERMIT HANDBOOK

N.	Airfield Paving: Runways, Taxiways, and Aprons.....	5-12
O.	Landscaping	5-12
P.	Confined Space Entry	
5.	Environmental Protection.....	5-12
6.	Storage Tank Systems	5-13
7.	Pollution Control.....	5-14
8.	Collection and Disposal of Waste	5-14
9.	Pest Control	5-15
10.	Limits of Construction.....	5-15
11.	Construction Layout and Stakes	5-15
12.	Environmental Management, Groundwater	5-15
13.	Familiarization of Existing Conditions.....	5-16
14.	Safety and Protection	5-16
15.	Work Hours.....	5-17
16.	Maintenance of Traffic.....	5-18
17.	Cleaning and Protection of Property	5-22
18.	Conservation and Salvage.....	5-23
19.	Sustainability.....	5-23
20.	Testing.....	5-24
21.	Final Cleaning.....	5-24
CHAPTER 6 SAFETY AND SECURITY REQUIREMENTS		6-1
1.	Safety Plan	6-1
2.	General Safety Requirements.....	6-1
3.	Special Written Safety Plans	6-3
4.	Emergency Procedures	6-4
5.	Security and Protection of Facilities	6-4
A.	Securing Work Area	6-4
B.	Staging, Stockpile, and Spoil Areas	6-4
C.	Intermittent Construction Operations on the AOA	6-6
D.	Limitation of Operations on the AOA	6-6
E.	Obstructions to Navigation.....	6-6
F.	Access to the Construction Site	6-7
6.	Tenant and Contractor's Security Requirements.....	6-8
CHAPTER 7 UTILITIES		7-1
1.	General.....	7-1
2.	Protection of Existing Utilities.....	7-1
CHAPTER 8 HEIGHT-ZONING PERMITS		8-1
1.	Submission of Height Zoning Permits for Construction Activity Located on Aviation Authority Property.....	8-1
2.	Application Requirements	8-1

CHAPTER 1 GENERAL

1. Tenant Work Permit (TWP)

These provisions specify certain minimum requirements by which the Tenant and Contractor agree to be bound while completing work under an approved TWP. The Contractor must comply with any other governing agency requirements or regulations. Except for routine maintenance on installed equipment, TWP is required any time a Tenant performs or hires a Contractor to perform construction or modification work on any Authority property.

Any Tenant work undertaken without the prior approval of the Authority may at the discretion of the Chief Executive Officer or designee, be required to be removed from the Tenant's lease premises and the leased premises restored to its prior condition at the sole expense of the Tenant.

2. Basis for an Authority TWP

The TWP program is designed to assure compliance with all of the legal restrictions imposed on the Authority by Florida Statutes, Authority Bond Covenants, Authority Grant Obligations, Hillsborough County Aviation Authority Rules and Regulations, Restatement and Amendment to Declaration of Development Standards and the Authority's provisions pertaining to construction activities within the boundaries of Tampa International Airport by parties other than the Authority. This assures all improvements have been reviewed for compliance with Authority objectives including public safety, security, workmanship, and project record documentation. The TWP Handbook contains detailed instructions on how to complete the required documents, along with Tenant and Contractor responsibilities under the program. Excerpts from the documents and a brief explanation of the basis of some of the provisions follow:

A. Hillsborough County Aviation Authority Policy P743, Development Standards.

The development standards of Authority-owned property will ensure that development of all facilities and improvements are compatible with performance, appearance, and general operating characteristics. The Chief Executive Officer will recommend to the Board, and the Board will adopt, development standards regarding land use and area regulations within the premises of the airports under the Authority's control and supervision. All Authority real property will be subject to development in accordance with these standards. The Chief Executive Officer or designee will ensure compliance with these standards.

B. Rules and Regulations, R340 Tampa International Airport, dated April 2022, Section 2 – General Regulations, paragraphs 2.1 and 2.2 are quoted as follows:

C. Any permission granted by the Authority, directly or indirectly, expressly or by implication or otherwise, to any Person to enter or to use the Airport or any part

thereof, is conditioned upon strict compliance with these Rules and Regulations, as well as the Authority's Policies, Standard Procedures, and Operating Directives.

- D. Any permission granted by the Authority under these Rules and Regulations is conditioned upon the payment of any and all applicable fees and charges established by the Authority.
- E. Any privilege granted by the Authority for using the Airport and its facilities is conditioned upon the assumption by the user thereof of full responsibility and risk for such use.
- F. Any Person failing to comply with these Rules and Regulations may be denied use of the Airport.
- G. No lessee or sublessee of Airport property shall allow such property to be used or occupied for any purpose prohibited by these Rules and Regulations.
- H. Commercial Activity, Advertising, Display and Speech shall be in compliance with the Authority's Policies, Standard Procedures and Operating Directives, no Person for any business, commercial, or revenue producing purposes, will occupy or rent space, conduct any business, commercial enterprise or activity, post, distribute, or display signs, advertisements, circulars, pictures, sketches or drawings, or engage in any other forms of commercial speech on the Airport without first obtaining a written contract, permit, or other form of written authorization from the Authority.

3. Definitions

Whenever the following terms are used in TWP documents or any other documents or instruments pertaining to this program, the intent and meaning shall be interpreted as follows:

Air Operations Area (AOA): Area of the airport used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft, and the paved and unpaved areas within the security fenced area.

Authority: Hillsborough County Aviation Authority, whose address is Post Office Box 22287, Tampa, Florida 33622.

Contractor: The person, firm or corporation performing construction activities on Authority-owned or controlled property.

Co-obligee Payment Bond: The approved form of security, naming both the tenant (the contracting agent) and Authority (the property owner), furnished by the Contractor and its surety, on the form provided by the Authority, as a guaranty that the Contractor will pay all sub-Contractors and suppliers.

Co-obligee Performance Bond: The approved form of security, naming both the tenant (the contracting agent) and Authority (the property owner), furnished by the Contractor and its surety, on the form provided by the Authority, as a guaranty that the Contractor will complete the work in accordance with the terms of the contract, the TWP.

Concessions Design Criteria Manual: This manual provides a familiarization to Concessionaires with the various special conditions of the Main Terminal and Airsides A, C, D, E, and F at TPA and offers their design and construction teams guidelines for preparing and submitting designs for review and approval.

Confined Space: a space that: (1) is large enough and so configured that an employee can bodily enter it; (2) has limited or restricted means for entry and exit; and (3) is not designed for continuous occupancy. Confined spaces include, but are not limited to, tanks, vessels, silos, storage bins, hoppers, vaults, pits, manholes, tunnels, equipment housings, ductwork, pipelines, etc.

Commercial Real Estate: Property owned by the Hillsborough County Aviation Authority leased and or developed for commercial uses. Examples include International Mall and Corporate Centers and Sky Center.

Fixed Base Operator (FBO): The operator of general aviation facilities on Tampa International Airport (TPA) or Authority General Aviation Airports.

Surety: The corporation, partnership, or individual other than the Contractor, executing bonds which are furnished to the Owner by the Contractor.

Sustainable Design Criteria Manual (SDCM): Sustainable strategy recommendations, requirements, and tracking protocols for design and construction projects.

Sustainable Management Plan (SMP): Defines the context for the Authority's sustainability program, initiatives and implementation plans.

Tenant: Refers to that person, firm or corporation having a leasehold or sublease on Authority-owned or controlled property.

Tenant Work Permit Coordinator: The individual designated by the Authority to oversee and facilitate the TWP program.

CHAPTER 2 TENANT WORK PERMIT APPLICATION REQUIREMENTS

All applicants completing a Tenant Work Permit (TWP) will give special attention to the required attachments, which must accompany the application, especially the bonding and insurance requirements. When completed and signed, the application and attachments will be forwarded to the Authority Maintenance Department. General instructions for completing the Application are as follows:

1. Permit Fee

The Authority does not charge a fee for the TWP. However, work completed without an approved TWP will be subject to Tenant charges or removal at the Tenant's expense. All other building permit and project development fees required to complete the work are the responsibility of the Tenant and Contractor.

2. Complete a TWP Application Form FA-23

- A. Complete the TWP application in its entirety and submit to the TWP coordinator for the processing and review of the permit application. Both the Tenant and Contractor must sign the TWP application. The TWP application can be found at:

<http://www.tampaairport.com/airport-operations>

- 1) Tenant: Complete page one of the TWP permit application. Provide a detailed description of the Scope/nature of request, dates required for work, airport location and all contact information.
- 2) Contractor: Complete applicable sections of page two of the TWP permit application.

3. Attach Supporting Documentation

- A. Performance and Payment Bonds

See Chapter 3 - Bonds for specific requirements.

- B. Insurance

All work must have proper insurance and must be approved by the Authority. For specific requirements, see Chapter 4 – Insurance.

- C. Drawings and Specifications

- 1) Two sets of complete drawings and specifications will be submitted with the TWP Application. The drawings should be to scale and submitted in a size, and in sufficient detail, to permit easy review and a clear understanding of the proposed work. At a minimum, the drawings shall contain a dimensioned plan view of the work, a location map of the work site, and as much additional information as necessary to define the scope of work, staging area, haul routes, and exact work requirements.
- 2) Drawings involving public safety, structural modifications, facility systems, or environmentally sensitive or hazardous work, etc., must be signed and sealed by an appropriately licensed professional. At the Authority's option, this requirement may be waived after a review of the planned work. If changes are made to the approved plans and specifications, the proposed changes must be certified signed and sealed and shall be submitted to the Authority for review prior to proceeding.
- 3) Tenants or Contractors designing projects using Building Information Modelling (BIM) shall include the Revit files along with all external references as part of their closeout documents in addition to required CAD files.

D. Storage Tanks

Work involving the installation or removal of storage tanks, retention ponds, asbestos, and other environmentally sensitive items may require substantial additional detailed specifications, plans, and permits to be submitted prior to approval and before project closure. Additional guidelines for storage tank systems are contained in Chapter 5.6 – Storage Tanks Systems.

E. Antennas

For work involving new antennas, the Tenant will submit the proposed frequencies to the Authority for review to ensure there is no interference with existing frequencies. All antennas with an above ground level height greater than 10 feet will require an additional height-zoning permit(s) as described in Chapter 8 – Height-Zoning Permits.

F. Welding and Cutting Permit

The welding & cutting permit and instructions attached hereto are provided for the Contractor's use as may be required. The Contractor and tenant will execute the application and submit it to the Authority Maintenance Department at least two (2) work days prior to the date any welding, cutting, brazing or other hot work are expected to occur on the job site. See Chapter 5 – General Construction

Standards for additional information. Welding and Cutting Permit Application can be found at

<http://www.tampaairport.com/airport-operations>

G. Maintenance/Construction Notices (MCN)

Occasional interruptions to utilities and operations are required to complete projects. An MCN must be submitted to the Authority Maintenance Department 72 hours prior to the proposed interruption of the following systems.

Electrical Outages	Work on Live Electrical Feeds
Chilled Water	Shuttle Systems
Fire Sprinkler	HVAC
Fire Alarm	Tele/Data Systems
Roadways	Other (any system that may affect any Operations)
Domestic Water	

Interruptions to Traffic will require the Tenant or contractor to submit to the Tenant Work Permit Coordinator a Management of Traffic Plan (MOT) including barricades, lighting and flagmen where required.

The Authority has the right to reject or cancel any MCN in the event the work may be accomplished through other means or other that are unforeseeable circumstances. See Chapter 5, paragraph 16 for further Management of Traffic requirements.

H. Confined Space Entry Notification (CSN)

A CSN must be submitted to the Authority Maintenance TWP Coordinator a minimum of 48 hours prior to entry for planned maintenance or repairs. Notification must be distributed as soon as possible in the event of an emergency that requires immediate access to the location. Confined Space Entry is not permitted prior to CSN submission.

The CSN serves as notification that work will occur in the confined space(s) noted and identifies the responsible party, the contractor or parties performing the work, and the time that the work will take place. During normal business hours, the completed document should be sent to Maintenance Work Control at workcontrol@tampaairport.com for distribution. Afterhours or on weekends, the notification should be sent directly to csentry@tampaairport.com followed by a phone call to the Terminal Operations Manager at 813-380-5853.

4. Preconstruction Conference

Prior to approving the TWP, the Contractor and Tenant may be required to attend a preconstruction conference with the TWP Coordinator and other Authority representatives. The Tenant requesting the work permit will notify the TWP Coordinator a minimum of two working days in advance of when they would like to schedule the meeting and will provide a list of Contractors and a proposed schedule of work activity. The Authority will not schedule a conference until it has reviewed the proposed project plans and specifications.

The agenda for the pre-construction meeting will include, but is not limited to, the following:

- A. Scope of Work
- B. Start and completion dates
- C. Contractor's staffing and list of subcontractors and emergency phone numbers
- D. Material and equipment (delivery and storage)
- E. Job site safety and Barricade plan
- F. Work hours, noise, construction lights, hard hats
- G. Accessing the work site
- H. Utilities (service interruption request)
- I. Cutting and welding permit
- J. Confined space entry
- K. Waste Removal and Sustainability
- L. Contractor parking
- M. Fire alarms
- N. Change Orders
- O. Inspections (City, County and HCAA)
- P. Insurance and bonds
- Q. Safety and emergency (OSHA/HCAA requirements)
- R. Security
- S. Progress meetings
- T. Project close out documents
- U. Special provisions

5. Submit for Approval

The Authority's Maintenance Department will coordinate a review of all documentation with the appropriate Authority staff. Any issues raised will be brought to Tenant or Contractor attention for resolution. The work permit will not be approved until all requirements specified in the TWP Handbook have been met. *If all submittals are complete, the TWP will be processed within five business days. Work on the project cannot begin until an approved Work Permit has been issued by the Authority.*

6. Completion of Work

Time is of the essence in the completion of an approved TWP. It is agreed that if a permit is not completed in a timely manner by the Tenant that the Authority may complete the work at Tenant's expense. Additionally, Tenant agrees to correct to the Authority's satisfaction any latent defects discovered after the work is completed.

7. Permit Closure

The Tenant will notify the Authority in writing when the work is complete. At that time, the Authority will schedule a final inspection of the project. Any discrepancies noted will be forwarded to the Tenant for resolution prior to final closeout of the permit.

Upon completion of the work, the Contractor shall submit to the Authority a signed and sealed reproducible set of record or as built drawings along with a PDF file that contains all the relevant disciplines. The Contractor is required to submit all CAD and/or BIM files, along with any external references, on digital media (such as a memory stick, hard disk, or CD-ROM). These files should include the as-built drawings and must be provided in the appropriate BIM or CAD software versions, in accordance with Authority CAD Specifications.

Upon receipt of the notice of completion, and the required record drawings, the Authority will review and close the TWP. All Contractor insurance and bonds will remain current and in force until the TWP is closed by the Authority.

CHAPTER 3 BONDS

1. General

- A. The tenant/Contractor will furnish co-obligee payment and performance bonds for all projects where the cost of construction is over \$25,000. The bonds will be in the full amount of their contract, on the forms provided by or deemed acceptable by the Authority, with a surety or sureties for the full and faithful performance of the work. The surety on any bond will be a corporate surety, satisfactory to the Authority, authorized under the laws of Florida to do business in the state of Florida and authorized to write that type of bond through a resident agent of the corporation located in the state of Florida. Bonds must be approved by the Authority prior to the commencement of any on-site work. Any forms used other than the Authority form will require a legal review. Such review may cause a delay in the final approval of a permit.

Be advised the Florida Construction Lien Law in Chapter 713 of the Florida Statutes, may not be applicable to the Authority, as a public agency. Any Claim of Lien purporting to attach to the real property owned by public agencies maybe invalid.

If a payment bond is associated with the work, under Florida Statute, Chapter 713 and 255 this creates a right of action, if necessary, against the Contractor and the surety.

- B. For work done for and by a Tenant, where the Tenant is a federal government entity, the Authority may accept a co-obligee rider to the Contractor-provided payment and performance bonds issued to the federal government agency for whom it is doing work on the airport. The rider must name the Authority as a co-obligee of the bonds and must be submitted with an executed original copy of the bonds and power of attorney. It is the governmental agency's responsibility to verify the applicability of this provision before proceeding.
- C. In lieu of the bond required by this section, a tenant or Contractor may file with the Authority an alternative form of security acceptable to the Authority. Any such alternative form of security will be for the same purpose and be subject to the same conditions as those applicable to the bond required by this chapter. The Tenant and Contractor may also be required to pay for the Authority's additional costs associated with the review. Bond forms can be located at.

<http://www.tampaairport.com/airport-operations>

2. Commercial Real Estate

A. Work Requiring Bonds

The following types of construction will require bonding according to the provisions above.

- 1) Original construction of a facility
- 2) Additions to facility
- 3) Major exterior renovations

B. Work that may be Exempt from Authority Bonding Requirements depending on total cost.

- 1) Initial interior fit-outs
- 2) Interior refurbishment and renovations

3. Verification

The Authority reserves the right to verify compliance with these bonding provisions. Bonds will remain in force for a minimum of one year after the close out of the TWP by the Authority or until all obligations by the Tenant and Contractor have been fulfilled, as determined by the Authority, whichever is later. The Tenant will ensure the Contractor's bonds or bonding instruments are current and in force until released of the obligation by the Authority.

END OF CHAPTER

CHAPTER 4 INSURANCE AND INDEMNIFICATION

1. Indemnification and Hold Harmless

- A. By applying for the Tenant Work Permit, the Tenant and Contractor agree to the following:

To the maximum extent permitted by Florida Law, in addition to Tenant and Contractor's obligation to provide pay for and maintain insurance as set forth elsewhere in the Handbook, Tenant and Contractor will indemnify and hold harmless the Authority, its members, officers, agents, employees, and volunteers from any and all liabilities, suits, claims, expenses, losses, costs, fines and damages (including but not limited to claims for attorney's fees and court costs) caused in whole or in part by the:

- 1) presence on, use or occupancy of Authority 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 Handbook;
- 4) performance, non-performance or purported performance of the Lease;
- 5) violation of any law, regulation, rule, order, decree, ordinance, Federal Director or Federal Circular;
- 6) infringement of any patent, copyright, trademark, trade dress or trade secret rights;
- 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 Tenant or Contractor or the Tenant or Contractor's officers, employees, agents, volunteers, subcontractors, invitees, or any other person directly or indirectly employed or utilized by the Tenant or Contractor regardless of whether the liability, suit, claim, procedure, lien, expense, loss, cost, royalty, fine or damages 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 Authority, its members, officers, agents, employees, or volunteers.

B. In addition to the duty to indemnify and hold harmless, Tenant and Contractor will have the separate and independent duty to defend the Authority, its members, officers, agents, employees, and volunteers from all suits, claims or actions of any nature seeking damages, equitable or injunctive relief expenses, 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 Authority 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 Handbook;
- 4) performance, non-performance or purported performance for this Lease;
- 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;
- 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 Tenant or Contractor or the Tenant or Contractor's officers, employees, agents, volunteers, subcontractors, invitees, or any other person directly or indirectly employed or utilized by the Tenant or Contractor regardless of whether it is caused in part by the Authority, its members, officers, agents, employees, or volunteers. 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 Authority, 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, Tenant and Contractor agrees to the following: To the maximum extent permitted by Florida Law, Tenant and Contractor will indemnify and hold harmless the Authority, its members, officers, agents, employees, and volunteers from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fee, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Tenant or Contractor and persons employed or utilized by the Tenant or Contractor in the performance of the Work governed by this manual.

D. If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by Fla. Stat. § 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 the Contract between Tenant and Contractor, (ii) coverage amount of Commercial General Liability Insurance required under this manual or contract (whichever is greater 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 manual.

- E. Tenant and Contractor's obligations to defend and indemnify as described in this Article will survive the expiration or earlier termination of the permit providing for the work under this Manual or until it is determined by final judgment that any suit, claim or other action against the Authority, its members, officers, agents, employees, and volunteers is fully and finally barred by the applicable statute of limitations or repose.
- F. 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 Tenant and 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 Tenant and Contractor and persons employed or utilized by the Tenant and Contractor in the performance of work under this Manual. This indemnification in this paragraph shall survive the termination of work under this Manual. 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.
- G. Nothing in this Provision will be construed as a waiver of any immunity from or limitation of liability the Authority, or its members, officers, agents, employees, and volunteers may have under the doctrine of sovereign immunity under common law or statute.
- H. The Authority and its members, officers, agents, employees, and volunteers reserve the right, at their option, to participate in the defense of any suit, without relieving Tenant/Contractor of any of its obligations under this Provision.
- H. If this Provision or any part of this Provision is deemed to conflict in any way with any law, the Provision or part of the Provision will be considered modified by such law to remedy the conflict.

2. Contractual Insurance Terms and Conditions

- A. Procurement of Coverage

With respect to each of the required coverage, Tenant or Contractor will, at the its expense, procure, maintain and keep in force the amounts and types of insurance conforming to the minimum requirements set forth in this document. 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 or companies with AM Best ratings lower than A- or financial size category lower than VII may be approved on a case by case basis by the Authority's Risk Management Department.

B. Terms of Coverage

Except as otherwise specified in this document, the insurance will commence on or prior to the effective date of this document and will be maintained in force throughout the duration of this document.

C. Reduction of Aggregate Limits

If any reduction of an aggregate limit occurs, the Tenant or Contractor will take immediate steps to have it reinstated.

D. Cancellation Notice

Each of the insurance policies will be specifically endorsed to require the insurer to provide the Authority with 30 days' written notice (10 days for non-payment of premium) prior to the cancellation of the policy. 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

E. No Waiver by Approval/disapproval

The Authority accepts no responsibility for determining whether the Tenant or Contractor's insurance is in full compliance with the insurance required by this document. Neither the approval by the Authority nor the failure to disapprove the insurance furnished by the Tenant or Contractor will relieve the tenant or Contractor of their full responsibility to provide the insurance required by this document.

F. Changes in Coverage and Required Limits of Insurance

The coverage and minimum limits of insurance required by this document are based on circumstances in effect at the inception of this document. If, in the opinion of the Authority, circumstances merit a change in such coverage or minimum limits of insurance required by this document, the Authority may change the coverage and minimum limits of insurance required, and that the Tenant or Contractor will, within 60 days of receipt of written notice of a change in the coverage and minimum limits required, comply with such change and provide evidence of such compliance in the manner required by this document. Provided, however, that no change in the coverage or minimum limits of insurance required will be made by the Authority until at least two years after inception of this this document. Subsequent changes in the coverage or minimum limits of insurance will not be made by the Authority until at least two years after any prior change by the Authority unless extreme conditions warrant such change and are agreeable to both parties.

If, in the opinion of the Authority, compliance with the insurance requirements is not commercially practical for the tenant/Contractor, at the written request of the tenant/Contractor, the Authority 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 tenant/Contractor. Any such modification will be subject to the prior written approval of the Authority, and subject to the conditions of such approval.

G. Specified Coverage Requirements

If, in the opinion of the Authority, tenant or Contractor's general liability, automobile liability, or workers' compensation will not adequately insure against specified risks the Authority reserves the right to require tenant or Contractor to purchase additional coverage including but not limited to builder's risk or environmental liability.

H. Proof of Insurance Coverage

Tenant and Contractor will not commence work or use or occupy Authority premises in connection with this document, until the required insurance is in force, preliminary evidence of insurance acceptable to the Authority has been provided to the Authority, and the Authority has granted permission to the tenant or Contractor to commence work or use or occupy the premises in connection with this document.

As preliminary evidence of compliance with the insurance required by this document, the tenant and Contractor will furnish the Authority with a certificate(s) of insurance satisfactory to the Authority. This certificate must be

signed by an authorized representative of the insurer. If requested by the Authority, the tenant or Contractor will, within (15) days after receipt of written request from the Authority, provide the Authority with copies of required endorsements and/or a certified complete copy of the policies of insurance. The tenant and Contractor may redact those portions of the insurance policies that are not relevant to the coverage required by this document. The tenant and Contractor will provide the Authority with renewal or replacement evidence of insurance, acceptable to the Authority, prior to expiration or termination of such insurance.

I. Certificate of Insurance

For the purposes of this document, a certificate of insurance must be completed in a manner which clearly indicates that, to the extent required by this document:

Indicates the Authority, members of the Authority's governing body, and the Authority's officers, volunteers and employees are included as "Additional Insureds" on all policies other than workers compensation and professional liability;

Indicates insurers for all policies have waived their subrogation rights against the Authority, members of the Authority's governing body and the Authority's officers, volunteers and employees;

Indicates that the certificate has been issued in connection with this document;

Indicates the amount of any deductible or self-insured retention applicable to all Coverages;

Identify the name and address of the additional insured as:

Hillsborough County Aviation Authority
Attn.: Chief Executive Officer
Post Office Box 22287
Tampa, Florida 33622
and;

Be signed and dated using approved methods by an individual who is an authorized representative of each insurer, whose insurance is the subject of the certificate and who is authorized by each such insurer to issue the certificate of insurance . Facsimile signatures are acceptable.

J. Deductibles / Self Insurance (SIR)

- 1) All deductibles, self-insured retentions or any structures other than a fully insured program must be approved by the Authority. The Tenant and Contractor agree to provide all necessary documentation necessary for the Authority to review the deductible self-insured retention or alternative program structure.
- 2) Tenant and Contractor will pay on behalf of the Authority, or any member of the Authority's governing body, or any officer, volunteer or employee of the Authority, any deductible or self-insured retention which, with respect to the required insurance, is applicable to any claim by or against the Authority, or any member of the Authority's governing body, or any officer, volunteer or employee of the Authority.
- 3) Any agreement by the Authority to allow the use of a deductible or self-insurance program will be subject to periodic review by the Authority. If, at any time, the Authority deems that the continued use of a deductible or self-insurance program by the Tenant or Contractor will not be permitted, the Authority may, upon 60 days' written notice to the Tenant or Contractor, require the Tenant or Contractor to replace or modify the deductible or self-insurance in a manner satisfactory to the Authority.
- 4) Any deductible amount or SIR program will be included and clearly described on the certificate of insurance prior to any approval by the Authority. This is to include fully insured programs which have a zero deductible applicable to the policy. Authority reserves the right to deny any certificate not in compliance with this requirement.

K. Tenant and Contractor's Insurance Primary

Tenant and Contractor's required insurance will apply on a primary basis. Any insurance maintained by the Authority will be excess and will not contribute to the insurance provided by or on behalf of the Tenant or Contractor.

L. Waiver of Subrogation:

The Tenant and Contractor, for themselves and on behalf of their insurers, to the fullest extent permitted by law without voiding the insurance required by this document, waive all rights against the Authority, members of the Authority's governing body and the Authority's officers, volunteers and employees, for damages or loss to the extent covered and paid for by any insurance maintained by the them.

M Tenant or Contractor's Failure to Comply with Insurance Requirements**1) Authority's Right to Procure Replacement Insurance**

If, after the inception of this document, Tenant or Contractor fail to fully comply with the insurance requirements of this document, in addition to, and not in lieu of any other remedy available to the Authority provided by this document the Authority may at its sole discretion procure and maintain on behalf of the Tenant or Contractor, insurance which provides, in whole or in part, the required insurance.

2) Replacement Coverage at Sole Expense of Tenant or Contractor

The entire cost of any insurance procured by the Authority pursuant to this section will be paid by the Tenant and Contractor. At the option of the Authority, the Tenant and Contractor will either directly pay the cost of the insurance or immediately reimburse the Authority for any costs incurred by the Authority including premium and a 15% administration cost.

3) Tenant and Contractor to Remain Fully Liable

Except to the extent any insurance procured by the Authority pursuant to this section actually provides the insurance coverage required by this document, the Tenant and Contractor will remain fully liable for full compliance with the insurance requirements in this document.

4) Authority's Right to Terminate, Modify, or Not Procure

Any insurance procured by the Authority pursuant to this section is solely for the Authority's benefit and is not intended to replace or supplement any insurance coverage which otherwise would have been maintained by the Tenant or Contractor. Authority is not obligated to procure any insurance pursuant to these requirements and retains the right, at its sole discretion, to terminate any such insurance which might be procured by the Authority pursuant to this section.

3. Insurance Requirements

- A. In general, the Authority does not require proof of insurance for TWPs which are completed by the tenant on their facilities using their own employees or for Tenant or Contractor performing routine maintenance work on tenant facilities and equipment. The Contractor will furnish the Authority with properly completed and signed original certificates of insurance, in the amounts and types of insurance specified by the Authority. Specific TWP requirements are based on the location

and type of work to be performed. The Tenant will be responsible for insuring that the Contractor maintains the required insurance coverage in force and current until the TWP is closed by the Authority. It is paramount that the insurance agent issuing the certificate of insurance read and follows the instructions carefully.

In general, the required minimum general liability limits for a TWP are primarily a function of the work location and are as follows:

For work on Tampa International Airport, \$1 Million for non-redevelopment construction or ongoing repair or work, outside the fenced air operations area (AOA); \$5 Million for Non-AOA redevelopment construction by general Contractors; \$5 Million for all projects inside the fences and on the ramp areas around parked aircraft; and \$10 Million for all projects inside the AOA fenced area and on or near the runways and taxiways. The final decision on the specific types and limits of coverage's required will be determined by Authority Risk Management based on information submitted with the TWP Application and as otherwise determined by the Authority based on other considerations. Environmentally sensitive or hazardous types of work such as the removal of asbestos, storage tanks systems, and other similar work will require a minimum of \$1 Million general Liability coverage regardless of the project costs and may require other specialized forms of coverage such as an additional policy covering Contractor pollution liability.

- B. For General Aviation Airports (Plant City, Peter O. Knight, and Tampa Executive), same as Tampa International Airport, except the limits for non-AOA redevelopment construction by General Contractors is reduced to \$2 Million; work inside the AOA and on the ramps are reduced to \$2 Million, and work on or near the runways or taxiways will require \$5 Million of coverage.
- C. The amounts and types of insurance will conform to the following minimum requirements. The wording of all policies, forms, and endorsements must be acceptable to the Authority.
- D. Based on the project location and type of work proposed, the category of coverage and limits as specified in Tables A and B herein will generally apply. The minimum required coverage and limits stated therein may be changed by the Authority based on information discovered before the completion of the TWP. When notified of such changes, the Contractor will provide any new coverage or limits as may be required before proceeding with the work.

4. Contractor’s Minimum Required Insurance Coverage and Limits – (See Tables A and B

A. Workers' Compensation and Employers' Liability Insurance - will be maintained by the Contractor during the term of the TWP for all employees engaged in this work under the TWP. The amount of such insurance will not be less than:

Workers' Compensation	Statutory
Employers' Liability	\$ Limit Each Accident
	\$ Limit Disease Policy Limit
	\$ Limit Disease Each Employee.

B. Commercial General Liability Insurance - The minimum limits of insurance (inclusive of any amounts provided by an umbrella or excess policy) covering the work performed pursuant to this TWP will be the amounts specified herein. Coverage will be provided for liability resulting out of, or in connection with, ongoing operations performed by, or on behalf of, the Contractor under this TWP or the use or occupancy of Owner premises by, or on behalf of, the Contractor in connection with this TWP. Coverage shall be on a form no more restrictive than ISO Form CG 00 01. Additional insured coverage shall be on a form no more restrictive than ISO Form CG 20 10 10 01 and CG 20 37 10 01. Coverage shall be provided with limits of not less than:

Bodily Injury and Property Damage Liability	\$ Combined Single Limit Each Occurrence and Aggregate with the General Aggregate Limit Specific for this project.
--	---

C. Business Auto Liability Insurance - will be maintained by the Contractor as to ownership, maintenance, and use of all owned, hired and non-owned, vehicles. Coverage shall be provided on a form no more restrictive than ISO Form CA 00 01. The minimum limits of insurance (inclusive of any amounts provided by an umbrella or excess policy) covering the work performed pursuant to this TWP will be:

Bodily Injury and Property Damage Liability	\$Combined Limit Each Occurrence
--	----------------------------------

D. Contractor's Pollution Liability Insurance - Contractors performing work involving the installation, use, or disposal of substances, systems, or products which are classified as possible environmental pollutants, will obtain and maintain a Contractor's Pollution Liability Insurance policy for the project. The limits of coverage will not be less than, \$1,000,000 Combined Single Limit Each Occurrence.

- E. Professional Liability Insurance – Tenant or Contractor shall be required to either 1) maintain Professional Liability Insurance (as described herein); or 2) provide proof that Professional Liability Insurance (as described herein) is maintained by the project’s design professional. Such Professional Liability Insurance shall, at a minimum, provide coverage retroactively to commencement of design work on the project, shall be issued on a form acceptable to the Authority and shall, at a minimum, provide coverage for claims which are made within five (5) years of substantial completion of the work which is the subject of the architectural, engineering or design services. Any deductible amount in excess of \$25,000 per claim must be approved, in writing, by the Authority. The limits of coverage will not be less than, \$ Item 6 per claim. The limits of coverage will not be less than, \$ Item 6 per claim.

Insurance Limits - The project categories and insurance limits in Table A are guidelines for projects located on Tampa International Airport property including general aviation activities. Table B covers work located at the general aviation airports of Peter O. Knight, Plant City, and Tampa Executive. The limits are subject to adjustment by the Authority’s Risk Management Department for specific projects.

- F. Insurance Limits
Category 1 Project - Non-AOA, non redevelopment, construction, ongoing maintenance or repair work for tenant.

Category 2 Project Non-AOA, redevelopment construction by general Contractors.

Category 3 Project -Work on the AOA other than work near or on the taxiways and runways.

Category 4 Project - Work on the AOA on or near the taxiways and runways.

Tenant Work Permit Handbook
TABLE A (TIA)

<u>Item</u>	<u>Coverage</u>	<u>Cat 1 Limits</u>	<u>Cat 2 Limits</u>	<u>Cat 3 Limits</u>	<u>Cat 4 Limits</u>
1	Workers Comp & Employer’s Liability – Each Accident	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
2	Workers Comp & Employer’s Liability – Disease Aggregate	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
3	Workers Comp & Employer’s Liability – Each Disease	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
4	General Liability	\$1,000,000	\$5,000,000	\$5,000,000	\$10,000,000
5	Business Auto Liability	\$1,000,000	\$1,000,000	\$5,000,000	\$10,000,000
6	Professional Liability ¹	N/A	\$1,000,000	\$1,000,000	\$1,000,000
7	Pollution Liability ²	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000

TABLE B (General Aviation Airports)

<u>Item</u>	<u>Coverage</u>	<u>Cat 1 Limits</u>	<u>Cat 2 Limits</u>	<u>Cat 3 Limits</u>	<u>Cat 4 Limits</u>
1	Workers Comp & Employer’s Liability – Each Accident	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
2	Workers Comp & Employer’s Liability – Disease Aggregate	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
3	Workers Comp & Employer’s Liability – Each Disease	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
4	General Liability	\$1,000,000	\$2,000,000	\$2,000,000	\$5,000,000
5	Business Auto Liability	\$1,000,000	\$1,000,000	\$2,000,000	\$5,000,000
6	Professional Liability ¹	N/A	\$1,000,000	\$1,000,000	\$1,000,000
7	Pollution Liability ²	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000

¹ Only if applicable. (this is for architect and engineering firms)

² Pollution liability is only required for Contractors performing work involving the installation, use, or disposal of substances, systems, or products which are classified as possible environmental pollutants.

Sample Accord Form

SAMPLE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
REQUIRED

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

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

PRODUCER REQUIRED	CONTACT NAME:		
	PHONE (A/C, No, Ext):	REQUIRED	FAX (A/C, No):
	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED #1 Named Insured must be identical to the company's name as stated in the Agreement	INSURER A:		
	INSURER B:		
	INSURER C:	REQUIRED	
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR #4 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	#2 X X	REQUIRED	REQUIRED		EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS #5	X X	REQUIRED	REQUIRED		COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A <input checked="" type="checkbox"/> X		REQUIRED	REQUIRED		<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) #3

Hillsborough County Aviation Authority, members of the Authority's governing body and the Authority's officers, volunteers, agents, and it's employees are all additional insureds for all liability policies described above, other than workers compensation and professional liability (if required by contract).

A waiver of subrogation applies in favor of Hillsborough County Aviation Authority, members of the Authority's governing body, and the Authority's officers, volunteers, agents, and employees for damages or loss to the extent covered and paid for by any insurance maintained by the company.

CERTIFICATE HOLDER Hillsborough County Aviation Authority ATTN: Chief Executive Officer Tampa International Airport P.O. Box 22287 Tampa, FL 33622 #6	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE #7 REQUIRED

ACORD 25 (2010/05)

© 1988-2010 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

THIS IS AN EXAMPLE ONLY

CHAPTER 5 GENERAL CONSTRUCTION STANDARDS

1. Change Orders

If changes to the scope of work or equipment to be installed occur, the Contractor, through the Tenant, will submit those proposed changes to the Authority for review and acceptance prior to proceeding. The Tenant will be solely responsible for the full cost of the work authorized under the permit. The Authority will not be responsible for any costs relating to the work, any change order, or other related expenses whether they were requested by the Tenant or required by the Authority or any other regulatory agency.

2. Coordination and Inspection

The Authority's Maintenance Department will be the point of contact for all Authority TWP inspection and coordination.

The Authority may attend scheduled progress meetings or require additional meetings to be held at a time and place suitable to the Authority. The Authority will be advised as to the time and place of any general project coordination and progress meetings held by the Contractor/Engineer/Tenant during the construction. Contractor or Tenant will record minutes of any such meetings and distribute copies to Authority for review.

The Authority 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. The Authority reserves the right to issue a stop work notice at any time if unsafe conditions are observed, airport security is compromised, or the Contractor fails to follow the provisions of the TWP Program.

Other federal, state and local agencies may require the Contractor to have permits and inspections in addition to those required by the Authority. The Authority will have no responsibility for ensuring that these permits or inspections are properly scheduled or completed. It is the Tenant's and Contractor's responsibility to ensure these items are properly completed and copies of the final signed documents forwarded to the Authority.

3. General

- A. These requirements and standards are in addition to and not in lieu of all other applicable local, state, and federal requirements or standards and are not all-inclusive.
- B. The Tenant is responsible for all subtenant compliance with the TWP program.

- C. The Tenant and Contractor will in no way interfere with normal operational characteristics of any airport facility except as specifically indicated and specified in the TWP approved by the Authority.

4. Standards of Construction

- A. Codes, Rules, and Regulations

- 1) Commercial Real Estate

Commercial Real Estate comprising of all facilities which are land leases where the Authority does not own or maintain the facility such as International Plaza, Corporate Centers, Privately owned Hangers and other type of commercial businesses.

All work will comply with the Florida Building Code, local, state, and federal laws, rules, regulations, and codes, and accepted good architectural and engineering standards and practices.

- 2) Authority Owned, Operated and Maintained Facilities

These facilities are comprised primarily of the Main Terminal, Airsides and support buildings.

All work will comply with the Florida Building Code, local, state, and federal laws, rules, regulations, and codes, and accepted good architectural and engineering standards and practices. Construction Standards for the below listed components will comply with the Authority's Design Criteria Manual which can be found at:

<http://www.tampaairport.com/capital-development>

- B. Permits

Any Tenant or Contractor doing work on Authority property will be fully trained and appropriately licensed to perform the work and will be familiar with and comply with all Authority, city, county, state, and federal codes, requirements, and standards affecting the proposed work. The Tenant or Contractor will obtain all required city, county state or federal agency permits and submit copies to the Authority prior to the issuance of a TWP.

C. Equipment

- 1) Only non-marking rubber-tired dollies and equipment will be used inside buildings. All lifts and materials handling equipment operating in terminal areas with tiled floors will only be moved with plywood underneath them to prevent tile cracking.
- 2) All carpeted floor areas in a work site will be protected by placing drop cloths, heavy plastic, or tarpaulins on the floor. A "walk off" mat will be placed just inside of the barricade access. Any damage to carpeting in public spaces, due to construction activity, will be repaired or replaced by the Authority at Tenant's expense.
- 3) The use of gas, diesel or propane engines in unventilated areas is prohibited.
- 4) The cleaning of concrete trucks on Authority property is prohibited.
- 5) The use of any types of explosives, or the possession of firearms on Airport property, unless specifically approved by the Authority in writing, is prohibited.
- 6) The Authority and the FAA will not permit penetrations of the imaginary surfaces defined in FAR Part 77 without advance notification and approval. This includes any penetrations whatsoever by the Tenant or Contractor, including, but not limited to vehicles, cranes, other construction equipment, structures, stockpiled materials or excavated earth. See Chapter 10 for specific height-zoning requirements.

D. Material Storage

Construction material is to be stored only in spaces and in a manner specified by the Authority for the particular project. Generally, construction material must be stored out of public view. If storage in or near a public area is permitted, a solid 4-foot barricade, at a minimum, must separate the stored materials from public access. The Contractor and all subcontractors will work cooperatively with all other contracts and Authority employees. This coordination will include sharing of material and equipment staging areas, and proper connections to adjoining facilities.

E. Demolition

- 1) Any demolition that will cause dust must be done behind closed doors of the tenant's space or protected from the public. If the area to be

demolished is in an open area, not confined by doors, a dust barrier must be constructed to confine the work area. (See section F below.)

- 2) Air conditioning ducts (supply and return) in the work area will be closed off in a manner acceptable to the Maintenance Department during demolition phases of the work to prevent dust from entering the system.
- 3) Transport of debris through public spaces, if permitted, will be made only after coordination of times and routes with the Authority.
- 4) To ensure asbestos is properly investigated and addressed on demolition and renovation projects on Authority property, the state Florida Department of Environmental Protection's (FDEP's) Notice of Renovation or Demolition Form process must be followed. The state asbestos removal program requirements of section 376.60, Florida Statutes (F.S.), and the renovation or demolition notice requirements of the National Emission Standards for Hazardous Air Pollutants, 40 CFR Part 61, Subpart M, as embodied in Rule 62-257, Florida Administrative Code (F.A.C.), are included on this Notice of Renovation or Demolition Form. FDEP's Notice of Renovation or Demolition Form process can be found at:

<https://floridadep.gov/air/permitting-compliance/forms/notice-renovation-or-demolition>

- 5) Additional discussion on hazardous substances including per-and polyfluoroalkyl substances (PFAS) is provided below in Section 12, *Radon Gas and Other Property Condition Notifications*.

F. Temporary Construction Barricades

- 1) Tenant or Contractor will furnish barricades, which are neat and uniform in appearance to provide security and protection of the work area. The Tenant or Contractor will be fully responsible for the protection of the public and adjacent areas during the construction process. Tenant or Contractor will safely isolate the construction areas while maintaining normal airport operations. All work and/or material storage areas will be separated from the common use public areas of the airport by use of barricades of a type and size approved by the Authority. A barricade plan will be submitted to and approved by the Authority prior to the start of any work. Following approval and subsequent installation of barricades, a representative from the Authority's Maintenance Department will inspect the work to ensure compliance with the barricade plan and the following requirements.

- 2) When the work site is behind the ticket counter, the Tenant or Contractor will seal off the nearest baggage "pass through" by securing a barricade panel to the opening. A barricade of stanchions connected with a rope will be erected behind the counter.
- 3) If at any time barricades are not maintained to these standards, or if the public areas are not protected from excessive noise, dust, or other interference, the Tenant or Contractor will be required to cease all work until the non-conforming situation is corrected.
- 4) No Contractor company names or logos are to be displayed unless otherwise approved by the Authority. Tenant or Contractor must post "Coming Soon" signs on the exterior of the barricades depicting a rendering of the proposed concept.
- 5) Tenant or Contractor will provide warning signs and lighting where needed, including flashing red lights where appropriate. Tenant or Contractor will comply with recognized standards and code requirements.
- 6) Tenant and Contractor will cooperate and coordinate with the Authority for installation of all barricades to allow continuous Airport operations. Access will be maintained into all building tenant spaces and existing mechanical and electrical control device spaces.
- 7) The Tenant or Contractor will use temporary barricades of the following types as required by the space, location of work and duration of project and directed by the Authority. Barricade construction standards are as follows;
 - a) Solid panels, either 4' or 8' high, using a minimum of 1/2" AC-1 plywood, or drywall securely fastened to 1" x 2" wood framing or metal studs (minimum of 24" on center). Panels will be hinged with all hardware on the non-public side.
 - b) All bracing will be on the non-public side of the barricade.
 - c) All barricade material will be pre-painted to represent a finished appearance that is compatible with adjacent areas with a color approved by the Authority. All screws on the public side, as well as doors and frames, will be painted. Barricades will be painted to represent a finished appearance that is compatible with adjacent areas.
 - d) Barricade sections will be fitted together to prevent accidental entry into the work area by airport patrons.

- e) Fastening devices will not protrude or present a hazard on the public side. Floor covering inside the barricade will be protected with 1/2" plywood and 6-mil plastic.
- f) The Tenant or Contractor will provide walk-off mats (4' x 6' minimum) inside the barricade area and keep the mats and the area in front of the mats clean.
- g) All barricades will be constructed with doors for access and outfitted with a lock to keep the public out. The Authority's Maintenance Department will be given copies of all barricade keys or codes.
- h) Erecting and dismantling of all barricades will be performed between the hours of 10:00 PM and 6:00 AM and with prior approval of and coordination with the Authority.
- i) **Road Barricades:** Roadway barricades will be in accordance with FDOT roadway and design standard.
- j) **Airfield Barricades (Non-movement areas):** Runway and taxiway barricades will be in accordance with Standard Low Profile Barricade Specifications and indicate construction locations on non-movement areas in which no part of an aircraft may enter by using barricades that are marked with diagonal, alternating orange and white stripes. Supplement these barricades with alternating orange and white flags at least 20 by 20 inches (50 by 50cm) square and made and installed so they are always in an extended position, properly oriented, and securely fastened to eliminate jet engine ingestion. Such barricades may be of many different shapes and made from various materials, including railroad ties, sawhorses, jersey barriers, or barrels. During reduced visibility or night hours, supplement barricades with yellow or red lights, either flashing or steady burning. If an aircraft would normally have access to these areas, use red lights. The intensity of the lights and spacing for barricade flags and lights must adequately and without ambiguity, delineate the hazardous area. The construction specification must include a provision requiring the tenant or Contractor to have a person on call 24 hours a day for emergency maintenance of airport hazard lighting and barricades. The tenant/Contractor must file this information with the airport.
- k) **Airfield Barricades (Movement areas):** Use alternating orange and white flag lines, traffic cones, omni-directional red flashers, and/or

signs to separate all construction/maintenance areas from the movement area. All barricades, temporary markers, flag line supports, and other objects placed and left in safety areas associated with any open runway, taxiway, or taxi-lane must be as low as possible to the ground and of low mass; easily collapsible upon contact with an aircraft or any of its components; weighted or sturdily attached to the surface to prevent displacement from prop wash, jet blast, wing vortex, or other surface wind currents; and, if affixed to the surface, frangible at grade level or as low as possible, but not to exceed 3 inches (7.6 cm) above the ground. Do not use non-frangible hazard markings, such as railroad ties, jersey barricades, and/or metal-drum-type barricades in aircraft movement areas. Barricade taxiways leading to closed runways with highly reflective barriers with flashing or solid red lights. Evaluate all operating factors when dealing with temporary closures that can last from 15 to 20 minutes to a much longer period of time. However, the Authority strongly recommends that, even for closures of relatively short duration, major taxiway/runway intersections be marked. Mark them with barricades with a flashing red light spaced at 20 feet (6m) intervals. At a minimum, use a single barricade placed on the taxiway centerline.

G. Building

- 1) Materials and finishes used in the work must have a fire rating at least equal to the rating required for the type of space in which the work is to be performed.
- 2) No work may be performed which, when complete, will result in the degradation of the fire rating for the space.
- 3) Any penetration of existing ceilings or walls which will break the fire rating of the ceiling or wall must be patched with 5/8" Type X fire code sheet rock as necessary to restore the fire rating. All new cored holes in the slab and any existing abandoned holes will be properly sealed and made watertight.
- 4) Any ceiling access panel, now existing, must remain in its present location and cannot be covered in a manner to prevent access.
- 5) Any ceiling that must be accessed or crossed from above will be done only with prior permission of the Maintenance Department.
- 6) Tenant and Contractor will not walk on the ceiling T-bar suspension system.

- 7) The Authority must approve all floor and wall coverings. Proposed designs for floor and wall coverings in public areas should be submitted for approval prior to the purchase of materials. Carpeting for public areas will be commercial Class I, glued down without backing or padding Class II commercial carpet without backing or padding will be the minimum carpet grade permitted in non-public areas. For Concessions and Rental Car Operations, refer to the Concessions Design Criteria Manual and the CONRAC, Concessionaire Improvement Handbook
- 8) Interior and exterior spray painting is prohibited unless specifically authorized in writing by the Authority.
- 9) All building roof systems and building roof replacement systems will include a minimum 10-year manufacturer's warranty naming the Authority as the Owner unless otherwise approved in writing by the Authority.
- 10) Plumbing Standards will conform to the City of Tampa Building Code, and as applicable to the Authority's requirements as specified in the Authority's Design Criteria Manual which can be found at:

<http://www.tampaairport.com/capital-development>

- 11) All attachments to building support columns or to the ceilings of post tensioned facilities requiring drilling and/or anchors inserted into the concrete will be designed and sealed by an appropriately licensed professional engineer and specifically approved and accepted by the Authority.

H. Telecommunications and Network Infrastructure Standards

- 1) Commercial Real Estate

Telecommunications and Network Infrastructure shall conform to Building Industry Consulting Service International (BICSI) standard .

- 2) Authority Owned, Operated and Maintained Facilities

The Hillsborough County Aviation Authority currently specifies the requirements for the installation and use of copper and fiber optic telecommunications cabling to support voice, data, video, security and other low voltage applications and services at Tampa International Airport. This Document describes the general requirements, standards,

specifications, and methods of execution pertaining to the telecommunications cable infrastructure for use at the Airport. It includes the furnishing, installation, testing and documentation of telecommunications copper and fiber optic cable, terminations, outlets, and related items for use throughout the Airport facilities. Telecommunication standards can be found in the Airport's Design Criteria Manual located at.

<http://www.tampaairport.com/capital-development>

I. General Electrical

- 1) City of Tampa Electric Permit must be obtained and displayed at the work site. Additionally a copy of the permit must be on file with the Authority prior to the approval of the TWP.
- 2) All work must conform to the National Electric Code, the City of Tampa Electric Code, and as applicable, and the Authority requirements as specified herein. The Authority's electrical standards can be found in the Airport's Design Criteria Manual, at.

<http://www.tampaairport.com/capital-development>

- 3) Design, Drawings, Specifications, and Materials Standards

Tenant or Contractor shall submit detailed electrical drawings that show all work to be performed. Drawings will show new branch or feeder circuits and identify panel and breaker numbers where originating, size of conduit, size of wire, number of conductors and full load current. Provide a complete riser diagram if any electrical panels are added and include layout and elevations of all multiple raceways.

J. Antennas

1. All requests for installation approval must be presented on the standard tenant work permit application. Each permit application should list, under the scope of work section, type of system, transmitter/receiver location, antenna location, owner, call numbers, frequency and any other pertinent information available. This information will be used for the review and approval process and maintenance of records.
2. All antenna installations will be in accordance with the following:

- a) All proposed new radio frequency (RF) antennas must be reviewed and accepted by the Authority and FAA for non-interference with existing equipment prior to installation. See Chapter 8 Height Zoning for application form and height-zoning requirements. Acceptance will be provisional and the radio equipment must be immediately removed from service and modified, by the tenant, to the Authority's/FAA's satisfaction if the new frequency or equipment causes any interference with existing equipment when it is put into service.
- b) All cable/wire must be placed in concealed conduit or other approved raceways.
- c) Antennas must be supported by brackets attached to permanent masts, designed and installed for this purpose, or they must be attached to some permanent stanchion light poles extending from roofs of buildings. Exposed cables on the sides of poles must be secured a minimum of every three feet utilizing stainless steel bonding straps.
- d) All antenna masts, guys and roof penetration ducts must be grounded for lightning protection.
- e) All roof penetrations must be made by licensed and bonded roofing contractors.
- f) Generally, antennas shall not be supported by brackets attached to the side walls of buildings. Certain antenna mast attachments to the passenger loading bridges may be acceptable. Requests for these types of installation will be approved on a case-by-case basis.
- g) Certain weighted base type antenna installations may be acceptable. Details on the specific type of base to be used must be submitted for consideration.
- h) The antenna and related equipment must be for the sole purpose of enabling or enhancing communications for a specific airport tenant for their use in operations or maintenance. There can be no commercial use of the system without approval of the Authority.
- i) The antenna must be in compliance with the Authority's height zoning regulations. Any proposed antenna that exceeds the height

of the existing structure must obtain a height zoning permit from the Authority.

- j) Any questions regarding antenna installation should be directed to the Tenant Work Permit Coordinator in Maintenance.
- k) The proponent to be used, must have an approved FCC application for the proposed frequencies

K. Fire Alarm and Detection Systems

The Airport operates and maintains a Simplex fire alarm and detection system. Any construction activities that require the modification, relocation and/or addition devices must first be submitted and approved by the Authority Maintenance Department.

All new security/access control, EMCS, fire protection, communications, paging, or other facility system additions or modifications must match and be compatible with the Authority's existing systems. Coordination with the Authority's Maintenance Contractor(s) will be required. Additionally, the Authority reserves the right to specify the equipment manufacturer and Contractor for any proposed changes to its systems. Tenants will be responsible for all costs associated with any changes to the existing Maintenance contracts caused by their addition of new equipment or requirements.

L. Heating, Ventilation, and Air Conditioning (HVAC)

- 1) Submittal drawings by Tenant or Contractor for any proposed modification to the HVAC System must describe the modification in detail. Modifications must be fully compatible with the existing system.
- 2) All HVAC controls will be compatible with existing systems. Where the Johnson Controls "METASYS" control system is modified all work will be performed by the manufacturer. All affected control drawings will be revised, and one set of Revised Drawings will be laminated for insertion into the Authority Master Set.
- 3) Modifications must comply with the Airport Mechanical System Standards which be found in the Authority's Design Criteria manual at.

<http://www.tampaairport.com/capital-development>

M. Cutting, Welding and Patching

- 1) Do not cut and patch the following categories of work without Authority's written acceptance of procedures:

Structural steel

Miscellaneous structural metals, including lintels, equipment supports, stair systems, and similar categories of work.

Structural concrete

Foundation construction

Bearing and retaining walls

Structural decking

Exterior wall construction

Piping, ductwork, vessels, and equipment

Water, moisture, vapor, air, and smoke barriers, membranes, and flashing

Noise and vibration control elements and systems

Control, communication, conveying, and electrical wiring systems

Primary operational systems and equipment

Roads and ramps

- 2) Cutting, welding, open flames, spark producing equipment, and use of explosive operated fastening devices within the confines of the Landside building, airside buildings, aircraft aprons, fuel farms, or other enclosures is prohibited unless an approved Welding & Cutting Permit is obtained from the Authority for the operation. The welding and cutting permit application can be found at:

<http://www.tampaairport.com/airport-operations>

- N. Airfield Paving: Runways, Taxiways, and Aprons

All construction involving Runways, Taxiways and Aprons will conform to the Authority's Design Criteria Manual, which can be found at:

<http://www.tampaairport.com/capital-development>

- O. Landscaping

Tenant and Contractor will obtain prior written approval from the Authority before making any additions, deletions, or other changes to the landscaping, landscape materials, or irrigation systems.

5. Environmental Protection

- A. Tenant and Contractor will provide protection, operate temporary facilities, and

conduct construction in ways and by methods that comply with environmental regulations and minimize the possibility that air, waterways, and subsoil might be contaminated or polluted, or that other undesirable effects might result. Tenant and Contractor will avoid the use of tools and equipment which produce harmful noise and will restrict the use tools and equipment creating excessive or disturbing noise to hours that will minimize complaints from persons or firms near the work site.

- B. Tenant and Contractor will designate one person to be responsible for and enforce strict soil, water, and atmosphere pollution prevention discipline at the work site.
- C. Tenant or Contractor that installs monitoring wells or collecting soil samples will notify the TWP Coordinator and coordinate with the Authority's Environmental Manager and obtain an approved TWP prior to initiating any on-site work.

6. Storage Tank Systems

- A. This Section specifies certain minimum requirements to be followed for work involving storage tank systems regardless of methods and means selected for performance of the work, but not by way of limitation, and as an assurance of compliance with governing regulations. Use of alternate methods and procedures may be permitted subject to Authority's approval and acceptance.
- B. Storage tanks which are regulated by federal, state and local agencies must be registered with the Florida Department of Environmental Protection (FDEP). As defined by FDEP, a storage tank system includes all tanks, integral piping, dispenser, and release detection equipment. See Chapter 62-761 Florida Administrative Code (FAC) for complete definitions and rules pertaining to underground storage tanks (UST's) and aboveground storage tanks (AST's). Regulated systems generally consist of:
 - 1) Underground storage tanks (UST) with capacities of greater than 110 gallons.
 - 2) Stationary above-ground storage tanks (AST) with capacities of greater than 550 Gallons that store pollutants or hazardous substances.

In addition, if a facility has a single AST with a capacity greater than 1,320 gallons, the facility must also comply with the federal Oil Pollution Prevention regulation (40 CFR 112). Once a container exceeds the 1,320-gallon threshold, all containers with a capacity of 55 gallons or more are regulated under this rule. In compliance with this regulation, a Spill Pollution Control and Countermeasure (SPCC) plan must be prepared and implemented.

All design and construction involving Fueling Systems: Aircraft and Automotive will conform to the Authority's Design Criteria Manual, which can be found at:

<http://www.tampaairport.com/capital-development>

7. Pollution Control

The Tenant and Contractor will:

- A. Provide methods, means, and facilities required to prevent contamination of soil, water, or atmosphere by discharge of noxious substances from construction operations. The Tenant and Contractor will take special precautions such that noxious fumes and odors from any construction activities do not enter any facility or the facility HVAC system.
- B. Provide equipment and personnel to perform emergency measures required to contain any spillage and to remove or remediate contaminated soil or liquids.
- C. Excavate and dispose of contaminated earth off site, and replace with suitable compacted fill and topsoil.
- D. Take special measures to prevent harmful substances from entering waters.
- E. Prevent disposal of wastes, effluents, chemicals, or other such substances adjacent to streams, or in sanitary or storm sewers.
- F. Provide systems for control of atmospheric pollutants.
- G. Prevent toxic concentrations of chemicals.
- H. Prevent harmful dispersal of pollutants into atmosphere.

8. Collection and Disposal of Waste

Tenant and Contractor will:

- A. Collect and dispose of waste from work areas daily. Comply with requirements of NFPA 241 for removal of combustible waste material and debris. Enforce requirements strictly. Handle hazardous, dangerous, or unsanitary waste materials separately from other waste by containerizing properly. Dispose of materials in a lawful manner. Disposal of hazardous waste will be at a public facility properly licensed to dispose of the waste, in accordance with all current rules and regulations, and the Tenant or Contractor will furnish the Authority with appropriate certificates of proper disposal.

- B. Make reasonable provisions to maximize construction material recycling. Accumulation of trash will not be allowed, and the Authority representative may at any time direct the Tenant or Contractor to immediately remove trash and debris from the site of the work when in the opinion of the Authority such trash constitutes a nuisance or in any way hinders the work or the Airport's operations. If the Tenant or Contractor should fails to remove trash and debris from the work site in a timely manner, the Authority may perform this work and collect the cost (plus 15% administrative costs) of such from Tenant or Contractor, Make or their surety.
- C. Burying or burning of any materials on Authority property or washing waste materials down sewers or drains is prohibited.
- D. No hazardous material will be stored within the terminal complex.

9. Pest Control

Provide proof of rodent and pest control on job site and require the proper removal of wastes that attract pests by construction personnel.

10. Limits of Construction

Any surface disturbed outside the construction limits as shown on the approved plans will be restored to the Authority's satisfaction at the tenant/Contractor's expense.

11. Construction Layout and Stakes

Tenant or Contractor will furnish all lines, grades, and measurements necessary to the proper prosecution and control of the work.

12. Radon Gas and Other Property Condition Notifications

- A. Local, state, and federal regulatory agencies have established air and water quality standards which are in effect at the Authority's airports. The Authority provides criteria for dealing with potentially hazardous substances. Three topics include: property notifications, limitations on bringing hazardous substances onto construction projects, and a roadmap for managing pre-existing hazardous substance conditions on construction projects. Reference is made to the Authority's Design Criteria Manual, which can be found at: <http://www.tampaairport.com/capital-development>.
- B. The Authority worked with FDEP to develop Soil and Groundwater Use Regulations that establish controls for managing low level soil and groundwater contamination on Authority property that is the result of historical airport operations, commercial and

industrial activities that occurred prior to property acquisition, and/or naturally occurring conditions. The Soil Use Regulation provides a process for the Authority to review and approve in advance all plans for soil excavation or disturbance. The Groundwater Use Regulation restricts drilling for water and requires that buildings used for human occupancy be piped to the public water system. Although the Soil and Groundwater Use Regulations apply to TPA, the same protections and standards are generally applied at all Authority property including the general aviation airports.

- C. The latest definition of hazardous substance is provided in the Authority's Design Criteria Manual in Section 4.2.D.1, *Hazardous Substance Definition*. The latest definition of hazardous substance includes PFAS. Limitations on bringing hazardous substances onto construction projects is provided in the Authority's Design Criteria Manual in Section 4.2.B, *Hazardous Substance Limitations on Construction Projects*. This section provides a list of new product material classes the contractor is not normally authorized to bring onto Authority property. This includes PFAS-related products including but not limited to fire protection equipment and supplies, foam, carpeting, etc.
- D. All design and construction involving hazardous substances, soil disturbance and water supply will conform to the Authority's Design Criteria Manual. The advanced planning and management of pre-existing hazardous substance conditions on construction projects is discussed in the Authority's Design Criteria Manual in Section 4.2.C, *Management of Existing Site Conditions*. In addition to other hazardous substances, this section discusses how PFAS is commonly found in soil and groundwater, carpet products, and various firefighting and fire protection equipment and supplies including foam. The tenant's design professional will develop a plan to identify all potential occurrences of pre-existing hazardous substances to ensure worker and occupant/tenant safety, environmental, disposal, remediation and/or encapsulation requirements are met. This plan will be included in the special written safety plan required under Chapter 6, *Safety and Security Requirements*, Section 3, *Special Written Safety Plans*.

13. Familiarization of Existing Conditions

Prior to commencing construction, the Tenant and Contractor will become familiar with existing conditions. Such familiarization will include a tour of the proposed work site with Authority staff. Should the Tenant or Contractor discover any inaccuracies, errors, or omissions between the actual existing conditions and the contract documents, Contractor will immediately notify the Tenant and verify any change order with the Authority prior to proceeding.

14. Safety and Protection

- A. Since work areas may be accessible to and used by the public, the Authority, and other companies doing business at the Airport during the construction period, it is

the tenant/Contractor's responsibility to maintain each work area in a safe, hazard free condition at all times. Should the Authority find the area unsafe at any time, it will notify the Tenant and Contractor, and the Tenant and Contractor will immediately stop work and take whatever steps necessary to remedy the unsafe condition. Should the Tenant or Contractor not be immediately available for corrective action, the Authority will remedy the problem and the Tenant or Contractor will reimburse the Authority for the expense of such correction, including any administrative fees.

- B. Fixed structures, equipment, paving, landscaping and vehicles (automobiles, trucks, etc.) will be protected with drop cloths, shielding and other appropriate measures to ensure maximum protection of all property and vehicles.

15. Work Hours

- A. Work hours within existing buildings will comply with any special Authority requirements and the following limitations:
 - 1) Unless otherwise specified, work may proceed at any time (24 hours a day) with the following exceptions:
 - a) All work areas above suspended ceilings which are above areas open to access by the public, Tenant, and non-construction personnel will be restricted to times when these areas are unoccupied, typically 1:00 AM to 6:00 AM on the Baggage Claim Level and 10:00 PM to 5:00 AM on the Ticketing Level unless specifically approved in writing. See barricades.
 - b) All work in areas above roadways will be restricted to periods between 1:00 AM and 8:00 AM on the Baggage Claim Level and 10:00 PM and 5:00 AM on the Ticketing Level unless specifically approved in writing. See barricades.
 - c) Work inside a total isolation area (i.e., barricaded floor to the underside of the deck) of a site may proceed at any time (24 hours a day) unless it causes a problem with passengers or tenants.
 - 2) Disruptive work, including excessive noise, vibration, offensive fumes, and similar events, will be conducted so as not to interfere with the normal operation of the Airport. Disruptive work will be scheduled and conducted by the Tenant or Contractor between the hours of 10:00 PM and 6:00 AM. When directed by the Authority to cease disruptive work, the Tenant or Contractor will immediately suspend and discontinue the disruptive work and will not resume until remedial action is taken.

- B. Work hours on the AOA will comply with any special Authority requirements for the specific work and will be approved in writing, in advance, by the Authority.

16. Maintenance of Traffic

- A. When the work is in a vehicular traffic or pedestrian area, arrange the work so as to avoid disruption of normal traffic patterns. Tenant or 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. Tenant or Contractor will maintain traffic within the limits of the project for the duration of the construction period, including all temporary suspension of work as well as the construction and maintenance of any 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 traffic and pedestrians. The Tenant or 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 roadways. Maintenance of traffic will include all facilities, devices and operations required for safety and convenience of the public and to minimize public nuisances.
- B. Tenant or Contractor will not obstruct or create a hazard during the prosecution of the work and will be responsible for repair of all damage to existing pavement or facilities caused by the operations.

- 1) Commencement

The Tenant and Contractor's responsibility for maintenance of traffic will begin on the day work begins on the Airport and will continue until the Authority accepts the completed work.

- 2) Traffic Lanes

All closures of traffic lanes or parking spaces will be coordinated in advance in writing with the Authority Police Department and Parking and Ground Transportation Department a minimum of forty-eight (48) hours prior to any closure. Tenant or Contractor will not close more than one lane on each roadway or 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. At parking exit facilities, a minimum of ten (10) booths will be available for operation at all times, to include one electronic reader, and at the parking entrance facilities, a minimum of three (3) ticket dispensers will

be available for operation at all times, including an electronic reader, however during heavy traffic conditions on lane closures may not be allowed.

3) High Traffic Area

When the work is in or near a high vehicular traffic and pedestrian area the Tenant and Contractor will arrange the work so as to avoid disruption of normal traffic patterns. The Tenant and 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.

C. Daily Inspection of Control Devices

The Tenant or Contractor will be responsible for performing inspections as directed by the Authority at the pre-construction meeting, of all installed temporary traffic control devices on the project. Tenant or Contractor will replace all equipment and devices not conforming to the approved standards during an inspection. The Authority will be advised of the schedule of these inspections and be given the opportunity to join an inspection survey as deemed necessary.

D. Traffic Plan

If required, the Tenant or Contractor will present maintenance of traffic plan at the pre-construction conference.

1) The maintenance of traffic plan will be in written form and include drawings which indicate the type and location of all signs, lights, barricades, arrow boards, striping and barriers to be used for the safe passage of pedestrians, frequency of inspection, and vehicular traffic through the project for the protection of the workmen. The plan will indicate conditions and setups for each phase of the Tenant or Contractor's activities.

2) The Tenant or Contractor will not be permitted to begin work until the maintenance of traffic plan has been approved in writing by the Authority. Any modifications to the maintenance of traffic plan must also be approved in writing by the Authority before implementation. Except in an emergency, no changes to the approved plan will be allowed until approval to change such plan has been received.

E. Haul Routes

All construction vehicles are required to use established project haul traffic routes. Normal Airport traffic lanes will not to be used as staging areas for delivery vehicles.

The Tenant and Contractor's employees will utilize the designated Tenant and 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.
- 2) The State of Florida, Manual of Traffic Control and Safe Practices for Street and Highway Construction, Maintenance and Utility Operations, 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 particularly hazardous conditions exist.

F. Traffic Control Devices

Adequate traffic control devices, warning devices, and barriers are the responsibility of the Tenant and Contractor. Traffic control devices, warning devices, and barriers will be erected by the Tenant and Contractor prior to work start to avoid the creation of any hazardous condition and in conjunction with any necessary re-routing of traffic. The Tenant and Contractor will immediately remove, turn or cover any devices or barriers which do not apply to existing conditions.

- 1) The Tenant and Contractor will make the Authority aware of any scheduled operation which will affect traffic patterns or safety, sufficiently in advance of commencing such operation to permit review of the plan for installation of traffic control devices, warning devices or barriers proposed by the Tenant and Contractor a minimum of forty-eight (48) hours in advance.
- 2) The Tenant and Contractor will assign an employee the responsibility of maintaining the position and condition of all traffic control devices, warning devices and barriers throughout the duration of the contract. The Authority representative will be kept advised at all times as to the identification and means of contacting this employee on a twenty-four (24) hour basis.
- 4) Use of flashing arrow boards is mandatory with lane closures on the inbound or outbound Terminal Parkway and during night construction.

G. Flagmen

The Tenant or Contractor will provide competent flagmen to direct traffic where one-way operation in a single lane is in effect and in other situations as may be required by the Authority.

H. Traffic Signs

The Tenant or Contractor may furnish and install construction traffic directional signs along the existing traffic route. The signs will depict Tenant or Contractor's logo or name, directional arrows and "Deliveries." Signs will be sufficient size to have a 6-inch high message and will be located in advance of at each decision point. All signs and their locations will be pre-approved by the Authority.

I. Notification

Tenant or Contractor will give the Authority and any affected other tenants a minimum of forty-eight (48) hours advance notice of days when construction traffic is expected to be heavy or when oversized pieces of equipment are to be delivered.

J. Material Deliveries

All Tenant or Contractor's material orders for delivery to the Airport will use as a delivery address, the street name, and number assigned to the job site. The name "Tampa International Airport" will not be used in the delivery address at any time. All Tenant or Contractor materials will be delivered to the work site receiving area, and all deliveries will be made only during the Tenant or Contractor's working hours.

K. Work Personnel

- 1) To the maximum extent possible, all construction personnel will be restricted to the Tenant and Contractor's work areas. Workmen will be appropriately attired to perform their work. Additionally, workers will have at a minimum the Tenant or Contractor's company name displayed on their outer garment. Tampa Airport ID badges must be properly displayed, if appropriate.
- 2) When walking from the Tenant or Contractor's parking lot to the job site, existing walkways and crossings will be used. The Tenant or Contractor will not use vehicle traffic lanes as walkways.
- 3) The Tenant or Contractor's workers will not utilize public areas when taking their work breaks or lunch breaks. The Authority or Tenant will designate areas for this purpose upon request. Workers will not use public toilets at any time.

- 4) The Tenant or Contractor's personnel will not use restaurants, lounges or other concession areas within the Airport.
- 5) Public elevators and escalators will not be used at any time for the transporting of construction personnel or materials. Additionally, the entry to all elevators and escalators will not be blocked at any time.

17. Cleaning and Protection of Property

Tenant and Contractor will:

- A. During handling and installation of work at the work site, clean and protect work in progress and adjoining areas.
- B. Apply protective covering on installed work to ensure freedom from damage or deterioration.
- C. Adjust and lubricate operable components to ensure operability without damaging effects.
- D. To the extent possible through appropriate control and protection methods, supervise performance of the work in such a manner and by such means so as to ensure the work and adjoining areas, whether completed or in progress, will not be subjected to harmful, dangerous, damaging or otherwise deleterious exposure during the construction period. Such exposures include, where applicable, but not by way of limitation the following:
 - 1) Excessive static or dynamic loading
 - 2) Excessive internal or external pressures
 - 3) Solvents
 - 4) Chemicals
 - 5) Light
 - 6) Puncture
 - 7) Abrasion
 - 8) Heavy Traffic
 - 9) Soiling
 - 10) Combustion
 - 11) High speed operation, improper lubrication, unusual wear
 - 12) Improper shipping or handling
 - 13) Theft
 - 14) Vandalism
 - 15) Excessive moisture

- E. 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 wind and weather normal to the area and season will not disturb it and will be tight fitting to prevent noise infiltration.
- F. Tenant and Contractor will be responsible for any damage to Authority property. Materials and equipment used in the repair or replacement of damaged property will be new and will perform at the manufacturer's published capacities and Authority approval.
- G. Overhead Protection
 - 1) No cranes or other construction equipment will cross over non-construction personnel, their travel ways or ride systems.
 - 2) The Tenant and Contractor will establish a plan of operation for cranes and other hoisting equipment in writing. This plan of operation will be subject to approval by the Authority.
 - 3) Specific areas within the Terminal Complex will require protective covering. These protective 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 approval by the Authority. Structural integrity of protection systems will be the responsibility of the Tenant and Contractor.
 - 4) The use of helicopters to lift, place, or otherwise maneuver equipment is expressly prohibited.

18. Conservation and Salvage

All work will be carried out with the maximum possible consideration of 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. Contractor will provide salvageable materials and equipment to the Authority for review. The Authority will direct the Contractor to deliver it for Authority storage or direct Contractor to dispose of it by acceptable means.

19. Sustainability

TPA's SDCM communicates TPA's expectations and encourages and document green building measures incorporated into project advance planning, design, and construction. All work will be carried out with the maximum possible consideration of applicable sustainable design criteria in accordance with the SDCM. The manual can be located at: <http://www.tampaairport.com/capital-development>

20. Testing

Unless otherwise specified in writing, all testing costs will be borne by the Tenant and Contractor.

21. Final Cleaning

Tenant and Contractor will:

- A. Provide final cleaning of the work site consisting of cleaning each surface or unit of work to normal "clean" condition.
- B. Remove temporary protection devices and facilities which were installed during course of the work.
- C. Comply with safety standards and governing regulations for cleaning operations. Tenant and Contractor will not burn waste materials, bury debris, discharge volatile or other harmful or dangerous materials into drainage systems. Tenant and Contractor will remove waste materials from site and will dispose of such materials in a lawful manner

CHAPTER 6 SAFETY AND SECURITY REQUIREMENTS

1. Safety Plan

- A. The purpose of the Safety Plan is to set forth guidelines concerning construction safety while performing work on an approved tenant work permit (TWP). Described herein are methods, procedures, rules and directives to be adhered to during said construction period.
- B. Following are the Safety Plan objectives that must be achieved in order to maximize safety and to minimize time and economic loss to Airport patrons, the aviation community, construction Contractors, and others directly affected by the Project.
 - 1) Keep the airport operational for all users.
 - 2) Minimize delays to airport operations.
 - 3) Maintain safety of airport operations.
 - 4) Minimize delays to construction operations.
 - 5) Minimize airport-operation/construction-activity conflicts.

The Tenant and Contractor must keep these objectives in mind when formulating work schedules and operational activities.

2. General Safety Requirements

- A. A pre-construction coordination and safety meeting will be conducted prior to issuing an approved TWP or commencing construction. Additional meetings may be scheduled as necessary throughout the duration of the project. Representatives from the Tenant, Tenant and Contractor, architect/engineer, the Authority, and any others deemed necessary by the Authority will attend. The Tenant and Contractor will inform supervisors and workers of the airport activity and operations that are inherent to airport, the safety regulations of the airport, and the prohibition of driving or walking on any area of the (AOA) without authorization. The Tenant and Contractor will conduct construction activities to conform to both routine and emergency requirements.
- B. All Tenant and Contractor vehicles authorized to operate on the airport outside of the construction area limits as defined and cross active runways, safety areas, taxiways, aprons, instrument or approach clear zones or any area within the AOA will do so only under the direct control of a trained, qualified flagman who is in direct

(two-way) radio communication with the ground controller of the Air Traffic Control Tower (Tower). Note: All aircraft have priority over ground vehicles.

- C. The Tenant or Contractor will provide a two-way radio with the required frequency (ground: 121.7 MHz, Tower: 119.5, MHz and backup Tower: 121.35 MHz) for use in communication with the Tower. Construction on the project will not begin until a radio which meets these requirements, to the satisfaction of the Authority, is physically present on the Project. This operator must be familiar with aircraft/ground controller communications and will be on duty whenever vehicles are operating in areas referenced above. Construction may be stopped/suspended by any Authority employee anytime the Authority employed considers that the intent of this Safety Plan is being violated or that a hazardous condition has been or is about to be created. This decision to suspend the operation will be final and will be rescinded by the Authority only when satisfied that the Tenant Contractor has taken action to prevent a hazardous situation. Delays/work stoppage as a result of the suspension of construction will be considered the fault of the Tenant or Contractor.
- D. Between sunset and sunrise, all vehicles operating in the AOA (or on a runway even if closed) will be equipped with an operating yellow flashing beacon.
- E. All Tenant and Contractor vehicles that are authorized to operate on the airport outside of the designated construction area limits or defined haul routes will display 3-feet by 3-feet flags or larger, orange and white checkerboard flag, each checkerboard color being 1-foot square. Vehicles operating in the active AOA must be under the control of the tower. Approved flags can be purchased from the MacDonald Training Center, Tampa, Florida.
- F. Any construction activity within 125 feet of an active runway edge or 83.5 feet from an active taxiway edge requires the closure of the affected runway or taxiway, unless otherwise approved by the Director of Operations. No runway, taxiway or apron area will be closed without prior coordination and written approval of the Director of Operations. The Authority will be given a minimum of 72 hours advanced notice of a requested closing. The Tenant or Contractor will arrange inspection by the Authority's Airfield Operations Manager prior to opening any area to air traffic. This will include areas adjacent to AOA cross-overs or areas used as a haul road by the tenant/Contractor. Any waste material, sand or debris, must be removed from active taxiways or apron promptly to avoid possible damage to aircraft. As necessary, the Tenant or Contractor will keep a sweeper at the tenant/Contractor's entrance checkpoint whenever there is a potential of spills or other debris being dropped on the runway or taxiway.
- G. No loose material waste or FOD capable of causing damage to aircraft or capable of being ingested into jet engines may be placed next to the runways, taxiways or apron

during operational hours. Special attention is directed to the Tenant and Contractor that all pavements which is operational to aircraft during construction must be kept clean and clear of any materials or debris.

- H. If the Tenant or Contractor elects to work at night, Tenant or Contractor will provide lights at the work site and, if on the AOA, along the access route. Type, direction, number and location of lights will be subject to the prior approval of the Authority.
- I. The existing airport pavements and facilities are designed for aircraft on single and dual gear configurations. The Tenant and 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 Tenant and Contractor's expense. The Tenant and Contractor will take immediate action to reconstruct any damaged area which is to remain in service.
- J. Construction Area Limits

FAA Advisory Circular 150/5370-2F, Operational Safety on Airports during Construction. Construction activities are prohibited in safety areas while the associated runway or taxiway is open to aircraft. The Tenant and Contractor will adhere to all of the provisions of this Advisory

Location of Stockpiled Construction Materials. Stockpiled materials and equipment storage are not permitted within the Runway Safety Area (RSA) and Obstacle Free Zone (OFZ), and if possible should not be permitted within the Object Free Area (OFA) of an operational runway. Stockpiling material in the OFA requires submittal of a 7460-1 form and justification provided to the appropriate FAA Airports Regional or District Office for approval. The airport operator must ensure that stockpiled materials and equipment adjacent to these areas are prominently marked and lighted during hours of restricted visibility or darkness. This includes determining and verifying that materials are stabilized and stored at an approved location so as not to be a hazard to aircraft operations and to prevent attraction of wildlife and foreign object damage.

3. Special Written Safety Plans

For hazardous work such as tank or asbestos removal, pollution clean-up or the operation of open flame construction equipment near airport facilities, special written and approved safety and fire plans covering the specific work must be submitted prior to the approval of the work by the Authority.

4. Emergency Procedures

The Tenant and Contractor will have an understanding of the airport Emergency Procedures and will conduct all operations so as not to conflict with them. Clear routes for crash/fire/rescue equipment will be maintained in operable condition at all times.

- A. Emergency Procedure for Tampa International airport: In case of an emergency caused by an accident, fire, or personal injury or illness on Tampa International airport, airport Police are to be immediately notified by page phone found throughout the Terminal Buildings or by calling them at 911 (airport Police Emergency Phone Number). When calling in a report, especially on a cellular phone, the caller must accurately report the exact location and type of emergency. Airport Police will then coordinate with other Authority and/or outside emergency agencies as necessary.
- B. Emergency Procedure for General Aviation airports: In case of an emergency caused by an accident, fire, or personal injury or illness on Peter O. Knight, Tampa Executive or Plant City airports, the Tenant or Contractor will immediately call 911 to notify the appropriate emergency agency. When calling in a report, especially on a cellular phone, the caller must accurately report the exact location and type of emergency. Tenant or Contractor will then notify the Authority Operations Center.
- C. The Tenant or Contractor will submit special root cause reports directly to the Authority within one day of occurrence and will submit a copy of the report to the Tenant and other entities that are affected by the occurrence within one day of the occurrence. The report will list the chain of events, persons participating, response by the Tenant or Contractor's personnel, an evaluation of the results or effects and other pertinent information.

5. Security and Protection of Facilities

A. Securing Work Area

Any construction that will cause disruption to the public or other Tenants must be done behind closed doors of the tenant's space or protected from the public. If the work is in an open area, not confined by doors, a barrier must be erected to confine the work area. See the General Construction Standards for the specific details of the various approved barricades.

B. Staging, Stockpile, and Spoil Areas

- 1) Staging area(s), as approved by the Authority, will be used to house the Tenant or Contractor's and resident inspector's offices, and to store all idle

equipment, supplies, and construction materials (other than bulk materials such as aggregate, sand, and soil). The Tenant or Contractor may erect and maintain throughout the life of the Permit, at Tenant or Contractor's own expense, a 6-foot high fence of chain link and tan or green fabric around the perimeter of each staging area used. Tenant or Contractor may also install vehicle and pedestrian gates, as necessary, to provide adequate ingress/egress. Additionally, the perimeter of any staging area which abuts an active operation pavement will be marked with yellow flashing barricades no more than 50 feet apart. Upon completion of all work, remove all construction fencing and barricades from the project site.

- 2) Tenant and Contractor's vehicles, equipment, and materials will be stored in the area designated by the Authority. Upon completion of the work, the storage area will be cleaned up and returned to its original condition and to the satisfaction of the Authority. Employee services will not be permitted beyond the Tenant and Contractor's parking area. Drivers of vehicles being operated beyond this area will be subject to loss of permission to enter the construction site.
- 3) Equipment not in use during construction, nights, and/or holidays will be parked in the Tenant or Contractor's staging area. Exceptions will only be allowed when approved by the Authority. Parking of construction workers' private vehicles will also be within the staging area construction fence or at other Authority designated sites.
- 4) Stockpile areas, if approved, to store bulk materials will be on the tenants lease area. All material removed by excavation, such as concrete, asphalt, or lime rock, will be transported off the airport limits when it is taken up. It will not be stockpiled on airport property.
- 5) Stockpile areas, if permitted, will be used to store all bulk materials needed for the project and may or may not be fenced at the Tenant or Contractor's option. However, yellow flashing barricades will be installed where potential conflicts with air or ground vehicular traffic might occur. Stockpiles will not penetrate the FAR Part 77 surfaces. All other waste material, including rubble and debris, will be removed from the airport at the tenant/Contractor's expense.
- 6) If additional storage area is needed, the Tenant or Contractor may request it from the Authority. The request will be reviewed on the basis of what is to be stored and the area needed. The Tenant Contractor will provide any necessary fencing and/or security.
- 7) No hazardous materials will be stored within the Terminal Complex.

C. Intermittent Construction Operations on the AOA

- 1) Some construction work may be done on an intermittent basis. The Tenant or Contractor will maintain constant communication with the Tower or designated Authority representative when working on an AOA, and immediately obey all instructions. Failure to obey instructions or maintain constant communications will be cause to suspend the Tenant or Contractor's operations in the areas until satisfactory conditions are assured.
- 2) When directed to cease construction and move from the work area, the Tenant and Contractor will immediately respond and move all material, equipment and personnel away from the taxiways and runways as directed by the Authority. Operations will not be resumed until directed from the Authority. Every reasonable effort will be made by the Authority to cause minimum disturbance to the Tenant and Contractor's operations; however, no guarantee can be made as to the extent to which disturbance can be avoided.
- 3) No drop off or lip in excess of 3 inches will be permitted adjacent to an active taxiway or apron area. If an area is to be opened to aircraft movement, either at night or during the day, the Tenant or Contractor must decrease the drop off to 3 inches by placing compacted fill. This fill will taper away from the paved area at a 5 percent or less slope to the existing grade. The area must be maintained in compliance with FAR Part 130 at all times.

D. Limitation of Operations on the AOA

- 1) The Tenant or Contractor will be responsible for controlling all its operations and those of its subcontractor's so as to provide for the free movement of aircraft on the apron, runways, and taxiway areas of the AOA.
- 2) When the Work requires the Tenant or Contractor to operate on or adjacent to the apron or taxiways, the operation will be coordinated with the Operations Department at least seventy-two (72) hours prior to commencement of the work. Work will not commence on the AOA until closed by the Authority/FAA and until temporary marking and associated lighting is provided and in place as specified in FAA Advisory Circular 150/5340-1G, Marking of Paved Area on airports and/or the Plans and Specifications.

E. Obstructions to Navigation

- 1) The Authority and the FAA Tower Chief will not permit penetrations of the surfaces defined in FAR Part 77 without advance notification of and approval. It may be necessary to file Form 7460-1 with the FAA to obtain approval prior to operation of exceptionally tall equipment. This includes any penetrations whatsoever by the Tenant or Contractor, including but not limited to vehicles, cranes, other construction equipment, structures, stockpiled materials, excavated earth, etc. When penetrations are unavoidable they will be brought to the attention of the Authority 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.
- 2) The Tenant or Contractor will prepare appropriate sketches with precise locations shown on the Airport Layout Plan along with elevations depicting the obstruction object's relationship to the imaginary surfaces.
- 3) Cranes, draglines, derricks or other unusually tall equipment operating on the airport will be in direct radio communication with the control tower. To effect this communication, the Tenant or Contractor must provide two-way very high frequency (VHF) radios capable of operating on ground control frequency. Operators of such construction equipment will be qualified and knowledgeable in the use of radio equipment and capable of following instructions in a timely fashion.
- 4) The maximum height allowed on the AOA is 10-feet above ground level (AGL) unless, in special instances, the Authority and the FAA may waive this requirement. During times when the safety of flight operations could be impaired, particularly during Information Flight Rule (IFR) weather, or when the equipment is idle, all booms, towers and other movable appendages will be lowered to the maximum extent.

F. Access to the Construction Site

- 1) The Tenant and Contractor's access to the site will be as directed by the Authority. Airport employees may also use this access route. No other access routes are authorized unless approved by the Authority.
- 2) All Tenant and Contractor traffic authorized to enter the site will be experienced in the route or guided by Tenant and Contractor personnel. The Tenant and Contractor will be responsible for traffic control to and from the various construction areas on the Site and for the operation of the access gate to the site.
- 3) The Tenant and Contractor will familiarize all its employees with the access route. An employee of the Tenant and Contractor familiar with the route will

accompany material and equipment delivery trucks. The Tenant and Contractor will be responsible for access control through any designated access gate for the duration of the contract. This access control will be for all personnel using the gate for access. This gate will be manned whenever unlocked, by a bonded security agency contracted and paid for by the Tenant and Contractor, not by the Tenant or Contractors personnel.

- 4) The Tenant and Contractor will monitor and coordinate all Tenant and Contractor traffic at the access gate with Authority Security. The Tenant and Contractor will not permit any unauthorized construction personnel or traffic on the site, including food and beverage vendors or caterers.
- 5) The Tenant and Contractor are responsible for immediate cleanup of any debris deposited along the access route as a result of construction traffic. The entire access route and construction site will be kept free and clean of all debris at all times and maintained in good repair by the Tenant and Contractor or Tenant and Contractor's agents, and will be immediately repaired to the satisfaction of the Authority. Directional signing along the delivery route to the storage area, plant site or work site will be as directed by the Authority.
- 6) The following procedure will be used for access to site by AOA unauthorized persons:
 - a) Visitors will inform the gate security guard of their reason for entrance to job site and which Tenant and Contractor they intend to visit.
 - b) Guard will notify the Tenant and Contractor by telephone.
 - c) Tenant or Contractor will go to the gate and escort visitor to Tenant or Contractor facility.
 - d) The Tenant or Contractor will provide and operate an escort vehicle to lead other vehicles when operating within the AOA.

6. Tenant and Contractor's Security Requirements

- A. The Tenant and Contractor will comply with all requirements of the Airport Security Plan and with the Security Plan specified herein. The Tenant or Contractor will designate a Tenant and Contractor Security Officer. The Security Officer will be the Tenant and Contractor's representative on the "Construction Security Committee"

and will be accountable for these security requirements for the Tenant and Contractor.

- B. All work performed in the AOA or the non-public secured areas will require workers and vehicle clearance (badges and passes) obtained through Authority Operations. Tenant and Contractors and their employees requiring security badges must submit through the FBI a fingerprint based criminal history records check (CHRC) and Security Threat Assessment (STA). A fee is associated with the investigation. The Tenant requesting the TWP will comply with the airport Security Program, Title 49 CFR Part 1542.209 or Part 1544.229.

- C. Tenant and Contractor Security Personnel Orientation

The Tenant and Contractor's Security Officer will be responsible for all safety precautions. Prior to the commencement of the work, the Security Officer will provide the Authority an outline of a proposed accident and fire protection plan for all work contemplated under the Tenant Work Permit.

- D. Work Personnel Identification

The Tenant or Contractor's onsite supervisors will be badged with airport ID badges provided by the Operations Department. The Tenant or Contractor will provide all required employee history verification on all supervisors. All other non-supervisory personnel of the Tenant or Contractor and Tenant or Contractor's subcontractor's will be issued a construction worker security badge supplied by the Operations Department. The Tenant or Contractor will maintain a master list of personnel issued badges, and it will be available for the Authority's examination during construction hours. Personnel will wear the badge on outermost garment at all times while on the AOA. All employees of the Tenant, Contractor or Subcontractor requiring access to the construction site are required to be supplied with identification badges to be worn at all times while within the area. Blocks of numbers can be assigned to subcontractors. Responsibility for supply issuance and control of identification badges will be that of the Tenant and Contractor, through the Security Officer. The Tenant or Contractor will be assessed a Sixty-Five Dollars (\$300) charge for each security badge that is not returned to the Authority at the time of badge expiration or job completion. This charge will be paid promptly by the Tenant or Contractor or the amount will be billed to the requesting Tenant.

- E. Vehicle Identification

The Tenant and Contractor, through their Security Officer, will establish and maintain a list of Tenant, Contractor and Subcontractor vehicles authorized to operate on the site. Vehicle permits, issued by badging will be assigned in a manner to assure positive identification of the vehicle at all times. The Authority requires each vehicle

to display a large company sign on both sides of vehicle, and display an airport blue decal and beacon when operating on the AOA.

F. Employee Parking

An area for parking Tenant or Contractor's employee's vehicles will be designated and approved by the Authority. Parking will be accomplished in straight equally spaced rows. Tenant or Contractor will organize traffic flow and parking patterns, and supply traffic control signs and markings subject to approval by the Authority. Tenant or Contractor will maintain the parking surface and pick up trash daily. No storage will be allowed at parking site.

G. Security Breach and Fines

Up to an Eleven-Thousand Dollar (\$11,000) per occurrence charge may be assessed against the Tenant or Contractor if the Tenant or Contractor violates the requirements of the airport Security Plan or the Security requirement specified herein. Notwithstanding the foregoing, repeated and/or flagrant violations of the Security Plan will also be grounds for the suspension of the work at no cost to the Authority or cancellation of the TWP.

H. Tenant and Contractor Security

Tenant and Contractor agrees to abide by the provisions of the Transportation Safety Administration (TSA) and airport security plans. The badging process can take two weeks or more complete, and the Authority will not issue badges until an approved TWP is issued

CHAPTER 7 UTILITIES

1. General

Existing facilities, utilities and features depicted on any plan provided by the Authority are not guaranteed to be accurate with respect to location, condition, and characteristics. Also, there may be additional facilities and features existing that could affect the work which are not depicted or described in the documents. Prior to beginning construction, the Tenant and Contractor will make a thorough investigation of the project area and determine the location, condition, and characteristics of any and all facilities and features which may affect the work by contacting Sunshine State One Call of Florida at:

<http://www.sunshine811.com/>.

The Tenant and Contractor hereby agrees to make no claims against the Authority, and/or its representatives relating to the existence or lack thereof, location, condition, and/or characteristics of any existing facilities or features.

2. Protection of Existing Utilities

- A. FAA cables, electric power lines, telephone cables, computer cables, airport cables, airline communication cables, water lines, irrigation lines, sanitary force mains and fuel and gas lines may be located in the areas of construction. Disruption of these utilities could seriously disrupt the operation of the airport. The Contractor is required to verify actual locations of all cables and all utilities, including fuel and gas lines prior to beginning construction.
- B. Power and control cables leading to and from any FAA Navigational Aids (NAVAIDS) and other facilities will be marked in the field by FAA personnel for the information of Contractor before any work in their general vicinity is started. Thereafter, through the entire time of this construction, they will be protected from any possible damage, including crossing with unauthorized equipment, etc. No grading will be permitted over the FAA cables under any conditions.
- C. There is a requirement to protect FAA NAVAIDS and other facilities and cables by the Contractor at all times.
- D. If damage occurs to any utilities, the Tenant or Contractor will be assessed liquidated damages of \$2,000 per cut, which liquidated damages will only represent the expense incurred by the Authority in coordinating the repair, and which will not prevent the Authority or others from recovering from the Contractor or tenant other costs, damages, or expenses of any other nature on account of damages to utilities. By obtaining a TWP the Tenant and Contractor agree the \$2,000 per cut amount is reasonable and not a penalty. The Contractor will also reimburse the FAA for all

material and labor costs to repair FAA cables. All FAA cable repairs will be accomplished by FAA personnel only.

- E. It is understood and agreed that the Authority 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 any plans or encountered in the work. Any inaccuracy or omission in such information will not relieve Contractor of Contractor's responsibility to protect such existing features from damage or unscheduled interruption of service.
- F. It is further understood and agreed that Tenant or Contractor will, upon execution of the work, notify the owner of all utility services or other facilities of the plan of operations. Such notification will be in writing addressed to the contact person for the utility and a copy of each notification will be given to the Authority. In accordance with Chapter 556, Florida Statutes entitled "Underground Facility Damage Prevention and Safety Act," the tenant will provide notification of excavation or demolition through the "Sunshine State One-Call of Florida, Inc. at:

<http://www.sunshine811.com/>.

The Authority will not be held liable for damage to any utility whether the tenant properly complied with this condition or not.

- G. In addition to the general written notification herein before provided, it will be the responsibility of the Contractor to keep such individual owners of utilities, cables, and lines, and Sunshine advised of any changes in the Plan of Operation that would affect such owners.
- H. Prior to commencing the work in the general vicinity of an existing utility service or facility, the Contractor will again notify each such utility owner and Sunshine in writing of the plan of operations. If, in the Contractor's opinion, the utility owner's assistance is needed to locate the utility service or facility or the presence of a representative of the utility owner is desirable to observe the work, such advice should be included in the written notification. Such notification will be given through the Authority representative by the most expeditious means to reach the utility owner's contact person no later than two normal business days prior to the Contractor's commencement of operations in such general vicinity.
- I. The Contractor's failure to give the two (2) days notice herein above provided will be cause for the Authority to suspend the Contractor's operations in the general vicinity of a utility service or facility.
- J. Where the outside limits of an underground utility service have been located and staked on the ground, the Contractor will be required to use excavation methods

acceptable to the Authority 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.

- K. Should the Tenant or Contractor damage or interrupt the operation of a utility service or facility by accident or otherwise, Contractor will immediately notify the proper utility and the Authority and will take all reasonable measures to prevent further damage or interruption of service. The Contractor, in such events, will cooperate with the utility service or facility owner and the Authority continuously until such damage has been repaired and service restored to the satisfaction of the utility or facility owner.
- L. The Tenant and Contractor will bear all costs of damage and restoration of service to any utility service or facility resulting from Tenant or Contractor's operations, whether or not due to negligence or accident. The Authority reserves the right to collect such costs from the Contractor, tenant or the surety.
- M. Airport owned facilities and properties 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 Tenant or Contractor will, at the election of the Authority, (1) be replaced/repaired by the Tenant or Contractor to the satisfaction of the Authority, or (2) be replaced/repaired by the Authority at the Contractor's and/or the Tenant's expense.
- N. In the event that the Contractor encounters soils exhibiting a petroleum or chemical odor, the Contractor will immediately cease work and notify the TWP coordinator for the project.

3. Construction In the Vicinity Tampa Airport Pipeline

All construction activities that take place in or around the Tampa Airport Pipeline that feeds the Airports Fueling system, located at the Airport must meet the guidelines outlined in the Tampa Airport Pipeline Corporation notice; **GENERAL REQUIREMENTS FOR CROSSING AND WORKING NEAR OUR PIPELINES.** Contact the Tampa Pipeline Corporation at 7403 Hoadley Street, Tampa Fl. 33616. Telephone (813) 839-0426

CHAPTER 8 HEIGHT-ZONING PERMITS

1. Submission of Height Zoning Permits for Construction Activity Located on Aviation Authority Property

A proponent must submit an application to the Aviation Authority to initiate the review process for proposed development or use of construction equipment on airport property. The information obtained from this form allows the Airport to determine height violations or Airport Layout Plan modifications. Height Zoning Instructions, Forms and Applications can be found at:

<http://www.tampaairport.com/airport-height-zoning>

Prior to the submittal of any application for an airport height zoning permit, a prospective applicant should request a pre-application conference with the Airport Zoning Director. The pre-application conference is to advise the applicant of the information needed for submittal and the standards and other requirements so that issues can be identified and costly modifications avoided.

2. Application Requirements

Too file with the Aviation Authority use the link above:

- 1) Go to **“Application Forms and On-Line Process”** Download the Aviation Authority Permit Application – sign and notarize. **Go to “On-Line Application”** and fill out the supplemental data – Attach the following information (zip): a completed Aviation Authority Permit Application; a site survey, with an FAA accuracy code of 1A, which certifies the site coordinates and elevations with an accuracy of +/- 20-feet horizontal and +/- 3-feet vertical (all site coordinates must be based on North American Datum of 1983 and National Geodetic Vertical Datum of 1988); a building elevation plan; a site plan drawing; and other data requested to enable the Airport Zoning Director to determine whether or not the proposal will comply with these regulations.
 - A. For Projects with multiple points the applicant must submit the Multiple Point Template which is available on the Height Zoning Web Page.
 - B. Based on information obtained, the Airport will initiate a review process with the FAA.
 - C. The Aviation Authority requires the elevation of each corner of the building and its highest point including any apparatuses. It is also requested that submission of an AutoCAD drawing file of the proposed site plan in a State Plane Coordinate System.

- D. Each airport height zoning permit will specify an expiration date as a condition. Development authorized by the permit must commence prior to the permit's expiration date and must continue without interruption in good faith until development is complete; otherwise, it shall lapse. The Zoning Director may grant one extension concurrent with an FAA approval up to 180 days. The extension must be requested in writing and justifiable cause demonstrated.
- E. Construction equipment such as a crane will require a separate temporary permit. The use of construction equipment exceeding 48 hours will be subject to FAA review.
- F. A Temporary Permit may be issued in an emergency situation for construction equipment that will not exceed 48 hours and will not create an airspace hazard.