

(BID SET)

HILLSBOROUGH COUNTY AVIATION AUTHORITY

PROJECT MANUAL Volume 1

(Containing Bidding and Contract Requirements, and Specifications)

FOR

SKYCENTER SITE DEVELOPMENT, ATRIUM AND PEDESTRIAN BRIDGE

AUTHORITY PROJECT NUMBER 8225 17 FDOT FM PROJECT NUMBER 441181-1

TAMPA INTERNATIONAL AIRPORT
TAMPA, FLORIDA

Prepared By: Procurement Department

SOLICITATION NUMBER: 18-411-037 ISSUE DATE: September 11, 2018



Hillsborough County Aviation Authority Solicitation Addendum

Addendum No.: 1

Solicitation No.: 18-411-037

Solicitation Title: SkyCenter Site Development, Atrium and Pedestrian Bridge

Project No.: 8225 17

Addendum Date: August 29, 2018

Procurement Agent: James Hanney

NOTE: The due date for submission of the Prequalification Response remains on

September 5, 2018 by 2:00 p.m.

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

Questions and Responses:

- Q.1 Please clarify if the selected contractor from ITB #8225 17 or a third party developer will be constructing the atrium building and pedestrian bridge.
- R.1 The atrium building and pedestrian bridge will be constructed by the contractor that is awarded the contract for Solicitation No. 18-411-037, Project No. 8225 17, SkyCenter Site Development, Atrium and Pedestrian Bridge.
- Q.2 I was wondering if you could provide what the estimated budget is for the SkyCenter Site Development, Atrium and Pedestrian Bridge Project.
- R.2 The engineer's estimate for construction will be announced at the Bid Opening.
- Q.3 Could you clarify the following as it relates to the project requirements. In the qualification package section 5.2 B it states that at least one of the projects submitted must have been a design-Build OR CM@Risk project. In the meeting I thought I heard that the two references must have ONE of each. Could you please confirm the requirements.

- R.3 The Bidder must have completed two construction projects of similar scope and complexity as a Prime Contractor with a construction value of \$30,000,000 or greater since January 1, 2008. At least one of these projects must have been a Design-Build or CM@Risk project.
- Q.4 In regards to Financial Statements in Appendix A. Bidder Information section L., can you please confirm that it will be acceptable to submit this information in a separate sealed envelope marked "Confidential" and will not become public information.
- R.4 Respondents may submit their Financial Statements in a sealed envelope marked "Confidential" with their Response and it will not be subject to a Public Records Request.
- Q.5 Section 4.1 of the RFQ prohibits responding as a joint venture "to satisfy some specific purpose", which implies that each member of a Joint venture, standing alone, must be able to satisfy the requirements of the RFQ. Bidder intends to submit its response to the RFQ individually. If Bidder prequalifies individually, is Bidder permitted to form a joint venture with another Prequalified Bidder for the ITB phase?
- R.5 No.

End of Addendum

INSTRUCTIONS:

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



Hillsborough County Aviation Authority Solicitation Addendum

Addendum No.: 2

Solicitation No.: 18-411-037

Solicitation Title: SkyCenter Site Development, Atrium and Pedestrian Bridge

Project No.: 8225 17

Addendum Date: October 1, 2018

Procurement Agent: James Hanney

NOTE: The due date for submission of the Bid remains on October 24, 2018 by 2:00 p.m.

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

Remove and Replace:

REMOVE Sheet C212A0.

REPLACE WITH Attached revised Sheet C212A0, in its entirety.

REMOVE Sheet C213B0.

REPLACE WITH Attached revised Sheet C213B0, in its entirety.

REMOVE Sheet C401.

REPLACE WITH Attached revised Sheet C401, in its entirety.

REMOVE Sheet C603.

REPLACE WITH Attached revised Sheet C603, in its entirety.

REMOVE Sheet G001.

REPLACE WITH Attached revised Sheet G001, in its entirety.

Add:

ADD Attached Sheet C402.

End of Addendum

INSTRUCTIONS:

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



Hillsborough County Aviation Authority Solicitation Addendum

Addendum No.: 3

Solicitation No.: 18-411-037

Solicitation Title: SkyCenter Site Development, Atrium and Pedestrian Bridge

Project No.: 8225 17

Addendum Date: October 9, 2018

Procurement Agent: James Hanney

NOTE: The due date for submission of the Bid has been revised to October 31, 2018 by

2:00 p.m.

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

Remove and Replace:

REMOVE Section 00020 – INVITATION TO BID, Pages 00200-1 and 00200-2.

REPLACE WITH Attached Section 00020 – INVITATION TO BID, Pages 00200-1 and 00200-

2, in their entirety.

REMOVE Section 00030 – BID FORM.

REPLACE WITH Attached Section 00030 – BID FORM, in its entirety.

REMOVE Section 00510 - CONTRACT.

REPLACE WITH Attached Section 00510 - CONTRACT, in its entirety.

REMOVE Section 01020 – OWNER'S ALLOWANCES, Page 01020-3.

REPLACE WITH Attached Section 01020 – OWNER'S ALLOWANCES, Page 01020-3, in its

entirety.

REMOVE Section 00-0110 – TABLE OF CONTENTS, Vol. 2.

REPLACE WITH Attached Revised Section 00-0110 – TABLE OF CONTENTS, Vol. 2, in its

entirety.

REMOVE Section 05-5000 – METAL FARBICATION.

REPLACE WITH Attached Revised Section 05-5000 – METAL FABRICATION, in its entirety.

REMOVE Section 07-7100 – ROOF SPECIALITIES.

REPLACE WITH Attached Revised Section 07-7100 – ROOF SPECIALITIES, in its entirety.

REMOVE Section 10-1400 – SIGNAGE.

REPLACE WITH Attached Revised Section 10-1400 – SIGNAGE, in its entirety.

REMOVE Section 10-2813 – TOILET ACCESSORIES.

REPLACE WITH Attached Revised Section 10-2813 – TOILET ACCESSORIES, in its entirety.

REMOVE Section 00-0110 – TABLE OF CONTENTS, Vol. 3.

REPLACE WITH Attached Revised Section 00-0110 - TABLE OF CONTENTS, Vol. 3, in its

entirety.

REMOVE Section 22-0700 – INSULATION FOR PLUMBING SYSTEMS.

REPLACE WITH Attached Revised Section 22-0700 – INSULATION FOR PLUMBING

SYSTEMS, in its entirety.

REMOVE Section 22-4000 – PLUMBING FIXTURES.

REPLACE WITH Attached Revised Section 22-4000 – PLUMBING FIXTURES, in its entirety.

REMOVE Section 23-0010 – BASIC MECHANICAL REQUIREMENTS.

REPLACE WITH Attached Revised Section 23-0010 – BASIC MECHANICAL REQUIREMENTS,

in its entirety.

REMOVE Section 23-0593 – TESTING, ADJUSTING, AND BALANCING FOR HVAC.

REPLACE WITH Attached Revised Section 23-0593 – TESTING, ADJUSTING, AND

BALANCING FOR HVAC, in its entirety.

REMOVE Section 23-07-19 – HVAC PIPING INSULATION.

REPLACE WITH Attached Revised Section 23-07-19 – HVAC PIPING INSULATION, in its

entirety.

REMOVE Section 23-0900 – BUILDING CONTROL SYSTEM.

REPLACE WITH Attached Revised Section 23-0900 – BUILDING CONTROL SYSTEM, in its

entirety.

REMOVE Section 23-1113 – FACILITY FUEL OIL SYSTEM.

REPLACE WITH Attached Revised Section 23-1113 – FACILITY FUEL OIL SYSTEM, in its

entirety.

REMOVE Section 23-2116 – HYDRONIC PIPING SPECIALTIES.

REPLACE WITH Attached Revised Section 23-2116 – HYDRONIC PIPING SPECIALTIES, in its

entirety.

REMOVE Section 23-3113 – METAL DUCTS.

REPLACE WITH Attached Revised Section 23-3113 – METAL DUCTS, in its entirety.

REMOVE Section 23-3300 – AIR DUCT ACCESSORIES.

REPLACE WITH Attached Revised Section 23-3300 – AIR DUCT ACCESSORIES, in its

entirety.

REMOVE Section 23-3600 – AIR TERMINAL UNITS.

REPLACE WITH Attached Revised Section 23-3600 – AIR TERMINAL UNITS, in its entirety.

REMOVE Section 23-3713 – DIFFUSERS, REGISTERS, AND GRILLES.

REPLACE WITH Attached Revised Section 23-3713 – DIFFUSERS, REGISTERS, AND

GRILLES, in its entirety.

REMOVE Section 23-7200 – AIR-TO-AIR ENERGY RECOVERY EQUIPMENT.

REPLACE WITH Attached Revised Section 23-7200 – AIR-TO-AIR ENERGY RECOVERY

EQUIPMENT, in its entirety.

REMOVE Section 23-8219 – FAN COIL UNITS.

REPLACE WITH Attached Revised Section 23-8219 – FAN COIL UNITS, in its entirety.

REMOVE Section 27-1000 – STRUCTURED CABLING SYSTEM.

REPLACE WITH Attached Revised Section 27-1000 – STRUCTURED CABLING SYSTEM, in its

entirety.

REMOVE Section 27-5113 – PUBLIC ADDRESS BACKGROUND MUSIC SYSTEM.

REPLACE WITH Attached Revised Section 27-5113 – PUBLIC ADDRESS BACKGROUND

MUSIC SYSTEM, in its entirety.

REMOVE Section 28-1000 – ELECTRONIC SECURITY SYSTEM.

REPLACE WITH Attached Revised Section 28-1000 – ELECTRONIC SECURITY SYSTEM, in its

entirety.

REMOVE Section 28-2000 – ELECTRONIC SURVEILLANCE.

REPLACE WITH Attached Revised Section 28-2000 – ELECTRONIC SURVEILLANCE, in its

entirety.

REMOVE Section 32-1313 – CAST-IN-PLACE CONCRETE PAVING.

REPLACE WITH Attached Revised Section 32-1313 – CAST-IN-PLACE CONCRETE PAVING,

in its entirety.

REMOVE Sheet G001.

REPLACE WITH Attached Revised Sheet G001, in its entirety.

REMOVE Sheet G002.

REPLACE WITH Attached Revised Sheet G002, in its entirety.

REMOVE Sheet C205-2.

REPLACE WITH Attached Revised Sheet C205-2, in its entirety.

REMOVE Sheet C205-3.

REPLACE WITH Attached Revised Sheet C205-3, in its entirety.

REMOVE Sheet C205-4.

REPLACE WITH Attached Revised Sheet C205-4, in its entirety.

REMOVE Sheet C205-5.

REPLACE WITH Attached Revised Sheet C205-5, in its entirety.

REMOVE Sheet C-205.

REPLACE WITH Attached Revised Sheet C-205, in its entirety.

REMOVE Sheet C206.

REPLACE WITH Attached Revised Sheet C206, in its entirety.

REMOVE Sheet C212A0.

REPLACE WITH Attached Revised Sheet C212A0, in its entirety.

REMOVE Sheet C213B0.

REPLACE WITH Attached Revised Sheet C213B0, in its entirety.

REMOVE Sheet C221A0.

REPLACE WITH Attached Revised Sheet C221AO, in its entirety.

REMOVE Sheet C231B0.

REPLACE WITH Attached Revised Sheet C231BO, in its entirety.

REMOVE Sheet C233B0.

REPLACE WITH Attached Revised Sheet C233B0, in its entirety.

REMOVE Sheet C242.

REPLACE WITH Attached Revised Sheet C242, in its entirety.

REMOVE Sheet C-261C0.

REPLACE WITH Attached Revised Sheet C-261CO, in its entirety.

RE REMOVE Sheet C-262C0.

REPLACE WITH Attached Revised Sheet C-262CO, in its entirety.

REMOVE Sheet C-264C0.

REPLACE WITH Attached Revised Sheet C-264CO, in its entirety.

REMOVE Sheet C-263C0.

REPLACE WITH Attached Revised Sheet C-263CO, in its entirety.

REMOVE Sheet C501.

REPLACE WITH Attached Revised Sheet C501, in its entirety.

REMOVE Sheet L001.

REPLACE WITH Attached Revised Sheet L001, in its entirety.

REMOVE Sheet L002.

REPLACE WITH Attached Revised Sheet L002, in its entirety.

REMOVE Sheet L101.

REPLACE WITH Attached Revised Sheet L101, in its entirety.

REMOVE Sheet L210A0.

REPLACE WITH Attached Revised Sheet L210A0, in its entirety.

REMOVE Sheet L211B0.

REPLACE WITH Attached Revised Sheet L211B0, in its entirety.

REMOVE Sheet L212C0.

REPLACE WITH Attached Revised Sheet L212CO, in its entirety.

REMOVE Sheet L220A0.

REPLACE WITH Attached Revised Sheet L220A0, in its entirety.

REMOVE Sheet L222C0.

REPLACE WITH Attached Revised Sheet L222CO, in its entirety.

REMOVE Sheet L223D0.

REPLACE WITH Attached Revised Sheet L223D0, in its entirety.

REMOVE Sheet L230A0.

REPLACE WITH Attached Revised Sheet L230A0, in its entirety.

REMOVE Sheet L233D0.

REPLACE WITH Attached Revised Sheet L233D0, in its entirety.

REMOVE Sheet L510.

REPLACE WITH Attached Revised Sheet L510, in its entirety.

REMOVE Sheet L520.

REPLACE WITH Attached Revised Sheet L520, in its entirety.

REMOVE Sheet L720.

REPLACE WITH Attached Revised Sheet L720, in its entirety.

REMOVE Sheet L730.

REPLACE WITH Attached Revised Sheet L730, in its entirety.

REMOVE Sheet L221B0.

REPLACE WITH Attached Revised Sheet L221B0, in its entirety.

REMOVE Sheet S200B3-E.

REPLACE WITH Attached Revised Sheet S200B3-E, in its entirety.

REMOVE Sheet S200B8.

REPLACE WITH Attached Revised Sheet S200B8, in its entirety.

REMOVE Sheet S201A1.

REPLACE WITH Attached Revised Sheet S201A1, in its entirety.

REMOVE Sheet S201B3.

REPLACE WITH Attached Revised Sheet S201B3, in its entirety.

REMOVE Sheet S202A1.

REPLACE WITH Attached Revised Sheet S202A1, in its entirety.

REMOVE Sheet S202B3-E.

REPLACE WITH Attached Revised Sheet S202B3-E, in its entirety.

REMOVE Sheet S203B3.

REPLACE WITH Attached Revised Sheet S203B3, in its entirety.

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REPLACE WITH Attached Revised Sheet AL201A1, in its entirety.

REMOVE Sheet AL201B3.

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REMOVE Sheet A104B8.

REPLACE WITH Attached Revised Sheet A104B8, in its entirety.

REMOVE Sheet A201A0.

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REMOVE Sheet I201A1.

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REMOVE Sheet I201B3.

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REMOVE Sheet I301A1.

REPLACE WITH Attached Revised Sheet I301A1, in its entirety.

REMOVE Sheet I301B3.

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REPLACE WITH Attached Revised Sheet I401A1, in its entirety.

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REPLACE WITH Attached Revised Sheet I401B3, in its entirety.

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REPLACE WITH Attached Revised Sheet I401B8, in its entirety.

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REPLACE WITH Attached Revised Sheet F204B8, in its entirety.

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REMOVE Sheet M301B3.

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REMOVE Sheet M305B3.

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REMOVE Sheet E001.

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REMOVE Sheet E301B7.

REPLACE WITH Attached Revised Sheet E301B7, in its entirety.

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REMOVE Sheet E302B3.

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REMOVE Sheet E401B3.

REPLACE WITH Attached Revised Sheet E401B3, in its entirety.

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REMOVE Sheet T201B7.

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REPLACE WITH Attached Revised Sheet T201B8, in its entirety.

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REPLACE WITH Attached Revised Sheet T201B9, in its entirety.

REMOVE Sheet T201B13.

REPLACE WITH Attached Revised Sheet T201B13, in its entirety.

REMOVE Sheet T201B18.

REPLACE WITH Attached Revised Sheet T201B18, in its entirety.

REMOVE Sheet T201C1.

REPLACE WITH Attached Revised Sheet T201C1, in its entirety.

REMOVE Sheet T301B3.

REPLACE WITH Attached Revised Sheet T301B3, in its entirety.

REMOVE Sheet T305B3.

REPLACE WITH Attached Revised Sheet T305B3, in its entirety.

REMOVE Sheet T401.

REPLACE WITH Attached Revised Sheet T401, in its entirety.

REMOVE Sheet T403.

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REMOVE Sheet T502.

REPLACE WITH Attached Revised Sheet T502, in its entirety.

REMOVE Sheet T601.

REPLACE WITH Attached Revised Sheet T601, in its entirety.

REMOVE Sheet T604.

REPLACE WITH Attached Revised Sheet T604, in its entirety.

REMOVE Sheet T605.

REPLACE WITH Attached Revised Sheet T605, in its entirety.

REMOVE Sheet T702.

REPLACE WITH Attached Revised Sheet T702, in its entirety.

Add:

ADD Attached Sheet C-205-1.

ADD Attached Sheet AG201A1.

ADD Attached Sheet AG841.

ADD Attached Sheet A415.

ADD Attached Sheet A416.

ADD Attached Sheet A508.

ADD Attached Sheet A826.

ADD Attached Sheet A827.

ADD Attached Sheet T404.

Remove:

REMOVE Duplicate Section 12 1700 – ART GLASS.

Note: The Contractor will comply with the current Master Plan Construction

Phase Processes that can be found at:

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

Questions and Responses:

Q.1 Sheet S001 –General structural notes/ Foundation point #1.B indicates –final report of geotechnical engineering service: Tampa international airport gateway development area project #H4175062, prepared by Terracon, Inc. Report dated December 1, 2017.

After reviewing all the bid documents, it is been noticed that this geotechnical report is not included. Please provide a copy of this document.

- R.1 The geotechnical report has been posted on the Authority website with the posting of this Addendum No. 3.
- Q.2 The drawings and the furniture specifications are just descriptions of what each piece is, however, there is no manufacturer or basis of design that I can find? Is that information available yet? Has the actual furniture portion been specified and bid on?
- R.2 The Owner will directly procure the furniture and deliver it to the Project site. The Contractor will be responsible for the placement and installation of furniture.
- Q.3 We have been reviewing the specifications for the minority requirements. To clarify, does the minority business have to be based in the state of Florida? We are located in Georgia and do business throughout the southeastern US. We are a Minority Business Enterprise certified by the National Minority Supplier Development Council.

- R.3 See the Authority's Woman and Minority-Owned Business Enterprise Policy and Program, Section 3 Eligibility where it states, "A business certified as a W/MBE by Hillsborough County, City of Tampa, or the State of Florida Department of Management Services Office of Supplier Diversity, or as a DBE by the Florida Unified Certification Program will be eligible to participate on Authority-funded contracts as a W/MBE".
- Q.4 Will the client be able to provide the latest CAD files for the project.
- R.4 No, CAD or Revit files will not be provided to the Bidders.
- Q.5 We would like to request the client provide a cross-section for the proposed haul road. Since the haul road will be utilized by another contractor we would like the client to ensure that it is suitable to support the proposed traffic from the neighboring Contractor who would be working on the Office Building Package.
- R.5 The construction of the haul route falls under the Contractor's means and methods.
- Q.6 Since the maintenance of the haul road would fall under this contract, it is difficult to allocate maintenance costs for damages caused by another GC. Would the client consider allocating an allowance for this maintenance scope of work?
- R.6 No.
- Q.7 Is there a minimum self-performance requirement on this contract?
- R.7 No.
- Q.8 Can you please provide an estimate contract value?
- R.8 The engineer's estimate for construction will be announced at the Bid Opening.
- Q.9 Can you please provide the Geotechnical and Environmental report for the project?
- R.9 See R.1.
- Q.10 Please clarify On the slider panels drawings, (EX AG802). Are there slider panels for each line of copy on sign or only the measurements on designated lines of copy?
- R.10 Slider panels are only required where specifically indicated on the drawings.
- Q.11 With reference to Sheet C214C0, Drainage Inlet DI-21 shows a 18" RCP extending and tying into a 15" Headwall. Please confirm Headwall/Pipe Size.
- R.11 Both the storm pipe and the headwall are 18" in size.

- Q.12 With reference to Sheet C212A0, & C213B0 the Underdrain Size near Zone AE is missing on the sheet. Also termination point of 2 Underdrains is hidden behind text boxes. Kindly confirm Underdrain size and termination points of the 2 underdrains.
- R.12 See sheet C604 for underdrain length, type, size and inverts.
- Q.13 Please confirm if the Temporary Type D Inlets shown on the Paving Grading and Drainage plans are to remain or be removed.
- R.13 The temporary type 'D' inlets shall remain until the development of the parcels in which they are located (i.e. the east portion of the cell phone lot and the commercial outparcels), which is not in the scope of this Work.
- Q.14 When my Sr. Estimator tried printing the Vol.2 drawing set for the electrical and technology drawings, the electrical drawings printed just fine, but the technology drawings gave us a, "File Corrupt", error and would print a blank page. What actions could be taken to look into this?
- R.14 The Owner has printed the drawings and incurred no issues.
- Q.15 Is the Englert Series 2500 Wall Panel H-Series an acceptable manufacturer for "Formed Metal Wall Panels, based on the performance criteria established in Specification Section 07 4113.13?
- R.15 No. The specifications call for an exposed fastener system, Formed Metal Panel Louver Blade System, 0.040 inch Panel thickness and Warranties (2 years) for failures in workmanship for manufacturer/installer. The proposed Metal Wall panel substitution is for a concealed fastener system, does not include a Formed Metal Panel Louver Blade System, specifies a 24 gauge (0.025 inch) Metal Panel thickness, and the warranty doesn't reference any requirements as specified in contract documents.
- Q.16 Is the Englert Series 2500 Metal Roof an acceptable manufacturer for "Formed Metal Wall Panels, based on the performance criteria established in Specification Section 07 4113.16?
- R.16 No. The specification calls for a 20 year watertight/weathertight warranty as well as a 10 year workmanship warranty. The proposed Standing Seam Metal Panel Roofing substitution only allows for a 2 year watertight/weathertight warranty and does not reference a workmanship warranty. The project details call for a ¼" per 12" slope on the standing seam metal roof system. The proposed system has a minimum slope of ½" per 12" slope.

End of Addendum

INSTRUCTIONS:

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



Hillsborough County Aviation Authority Solicitation Addendum

Addendum No.: 4

Solicitation No.: 18-411-037

Solicitation Title: SkyCenter Site Development, Atrium and Pedestrian Bridge

Project No.: 8225 17

Addendum Date: October 18, 2018

Procurement Agent: James Hanney

NOTE: The due date for submission of the Bid remains on October 31, 2018 by 2:00 p.m.

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

Remove and Replace:

REMOVE Section 00650 – INSURANCE REQUIREMENTS.

REPLACE WITH Attached Section 00650 – INSURANCE REQUIREMENTS, in its entirety.

REMOVE Section 01025 – FIELD OFFICES.

REPLACE WITH Attached Section 01025 – FIELD OFFICES, in its entirety.

REMOVE Section 01350 – BUILDING INFORMATION MODELING REQUIREMENTS.

REPLACE WITH Attached 01350 – BUILDING INFORMATION MODELING REQUIREMENTS,

in its entirety.

REMOVE Specification Sections 00-0110 – TABLE OF CONTENTS VOL. 3, 05 5000 –

METAL FABRICATIONS, 05 7300 – DECORATIVE METAL & GLASS RAILINGS, 07 7200 – ROOF ACCESSORIES, 07 7617 – ROOF PEDESTAL PAVER SYSTEM, 08 3493 – OVERHEAD COILING FABRIC SMOKE CURTAIN WITH EGRESS, 09 5113 – ACOUSTICAL PANEL CEILINGS, 10 2813 – TOILET ACCESSORIES, 23 0800 – COMMISSIONING OF HVAC, 26 0800 – COMMISSIONING OF ELECTRICAL, 26 0943 – NETWORK LIGHTING CONTROL SYSTEM, 26 2653 – ELECTRIC VEHICLE CHARGING EQUIPMENT,

26 2913 – ENCLOSED CONTROLLERS, 27 1000 – STRUCTURED CABLING SYSTEM, and 32 1723 – PAVEMENT SIGNING AND MARKINGS.

REPLACE WITH

Attached Revised Specification Sections 00-0110 – TABLE OF CONTENTS VOL. 3, 05 5000 – METAL FABRICATIONS, 05 7300 – DECORATIVE METAL & GLASS RAILINGS, 07 7200 – ROOF ACCESSORIES, 07 7617 – ROOF PEDESTAL PAVER SYSTEM, 08 3493 – OVERHEAD COILING FABRIC SMOKE CURTAIN WITH EGRESS, 09 5113 – ACOUSTICAL PANEL CEILINGS, 10 2813 – TOILET ACCESSORIES, 23 0800 – COMMISSIONING OF HVAC, 26 0800 – COMMISSIONING OF ELECTRICAL, 26 0943 – NETWORK LIGHTING CONTROL SYSTEM, 26 2653 – ELECTRIC VEHICLE CHARGING EQUIPMENT, 26 2913 – ENCLOSED CONTROLLERS, 27 1000 – STRUCTURED CABLING SYSTEM, and 32 1723 – PAVEMENT SIGNING AND MARKINGS, in their entirety.

REMOVE

General Sheets G001 and G002.

REPLACE WITH

Attached Revised General Sheets G001 and G002, in their entirety.

REMOVE

Civil Sheets C000, C205-1, C206, C208A0, C209B0, C211D0, C212A0, C213BO, C214C0, C215D0, C222B0, C225A0, C226BO, C227C0, C228D0, C231B0, C233B0, C241, C252, C-261C0, C-262C0, C-263C0, C-264C0, C-402B0, C501, C700, C701, C702, C703, C704, C705, C706, C707, C708, C709.

REPLACE WITH

Attached Revised Civil Sheets C000, C205-1, C206, C208A0, C209B0, C211D0, C212A0, C213BO, C214C0, C215D0, C222B0, C225A0, C226BO, C227C0, C228D0, C231B0, C233B0, C241, C252, C-261C0, C-262C0, C-263C0, C-264C0, C-402B0, C501, C700, C701, C702, C703, C704, C705, C706, C707, C708, C709, in their entirety.

REMOVE

Landscape Sheets L001, L211B0, L221B0, L510, L520, L611, L720, L905, L906.

REPLACE WITH

Attached Revised Landscape Sheets L001, L211B0, L221B0, L510, L520, L611, L720, L905, L906, in their entirety.

REMOVE

Structural Sheets S200B8, S202B3, S202B3-E, S206B3, S210B8, S416, S302, S412, S501, S708.

REPLACE WITH

Attached Revised Structural Sheets S200B8, S202B3, S202B3-E, S206B3, S210B8, S416, S302, S412, S501, S708, in their entirety.

REMOVE

Architectural Sheets A201A0, A201B3, A201B7, A201B8, A201B9, A201B18, A202B3, A202B7, A202B8, A202B9, A202B18, A203B8, A205B3, A301, A302, A303, A305, A320, A321, A322, A353, A401, A415, A420, A423, A425, A427, A429, A463, A490, A501, A502, A504, A506, A507, A508, A530, A531, A532, A533, A534, A535, A536, A538, A539, A551, A601B3, A602B3, A603B3, A603B8, A604B3, A604B8, A605B3, A610,

A611, A702, A811, A820, A822, A823, A824, A825, A826, A827, A902, A903, A904, A905, A906, A907.

REPLACE WITH

Attached Revised Architectural Sheets A201A0, A201B3, A201B7, A201B8, A201B9, A201B18, A202B3, A202B7, A202B8, A202B9, A202B18, A203B8, A205B3, A301, A302, A303, A305, A320, A321, A322, A353, A401, A415, A420, A423, A425, A427, A429, A463, A490, A501, A502, A504, A506, A507, A508, A530, A531, A532, A533, A534, A535, A536, A538, A539, A551, A601B3, A602B3, A603B3, A603B8, A604B3, A604B8, A605B3, A610, A611, A702, A811, A820, A822, A823, A824, A825, A826, A827, A902, A903, A904, A905, A906, A907, in their entirety.

REMOVE Architectural Graphics Sheets AG101-6 and AG816.

REPLACE WITH Attached Revised Architectural Graphics Sheets AG101-6 and AG816, in

their entirety.

REMOVE Interior Design Sheets 1000, 1201B3, 1202B3, 1203B3, 1204B3, 1205B3,

1301A1, I401B3, I405B3.

REPLACE WITH Attached Revised Interior Design Sheets 1000, 1201B3, 1202B3, 1203B3,

I204B3, I205B3, I301A1, I401B3, I405B3, in their entirety.

REMOVE Fire Protection Sheet F201B3.

REPLACE WITH Attached Revised Fire Protection Sheet F201B3, in its entirety.

REMOVE Plumbing Sheets P000 and P201B7-9.

REPLACE WITH Attached Revised Plumbing Sheets P000 and P201B7-9, in their entirety.

REMOVE Mechanical Sheets M302B3, M303B3, M304B3, M401, M402, M504,

M604, M702, M801.

REPLACE WITH Attached Revised Mechanical Sheets M302B3, M303B3, M304B3, M401,

M402, M504, M604, M702, M801, in their entirety.

REMOVE Electrical Sheets E001, E002, E100, E101, E201A1, E201B3, E201B7,

E201B8, E201B9, E202B3, E203B3, E204B3, E204B8, E205B3, E301A1,

E401B3, E405B3, E501, E602, E700, E701, E800, E900.

REPLACE WITH Attached Revised Electrical Sheets E001, E002, E100, E101, E201A1,

E201B3, E201B7, E201B8, E201B9, E202B3, E203B3, E204B3, E204B8, E205B3, E301A1, E401B3, E405B3, E501, E602, E700, E701, E800, E900, in

their entirety.

REMOVE Technology Sheets T100, T101, T201A1, T201B8, T201B18, T201C1,

T205B3, T401, T403, T404, T501, T502, T605, T721.

REPLACE WITH Attached Revised Technology Sheets T100, T101, T201A1, T201B8,

T201B18, T201C1, T205B3, T401, T403, T404, T501, T502, T605, T721, in

their entirety.

Add:

ADD Civil Sheet C710

ADD Structural Sheet S002A

ADD Furniture Manufacturer Information Binder

ADD Gresham Smith Digital Data Release and Waiver

Questions and Responses:

- Q.1 Specification Section 01540 states we are to follow HCAA's Safety & Health Manual IF HCAA implements an OCIP. Please clarify that the Authority is not implementing an OCIP.
- R.1 The Owner does not plan to implement an Owner Controlled Insurance Program (OCIP) on this Project.
- Q.2 Initial Testing and Inspection Costs:
 - Sections 01400 (para. 1.02.A) and 01410 (para. 1.5), states that the Contractor will pay for initial Testing Lab services.
 - Section 01 4529 (para. 1.3.A) state's that the Testing Laboratory's proposal is to contain unit pricing and be submitted to the Owner.
 - Section 03 4131 (para. 1.8) requests the Testing Laboratory to submit unit pricing.
 - Sections 01 4529 (para. 1.3.B) and 03 3000 (para. 3.15.A), state that the Owner will pay for the initial testing costs.
 - Drawing C000 General Notes, Construction Note 12 states that the contractor shall provide soils and materials testing services from a licensed geotechnical engineer at his own expense.

Please confirm who pays for initial testing and inspection costs.

- R.2 The Contractor will assume all responsibility and costs associated with testing and inspection.
- Q.3 There is a note on the C205's drawings Construction Phasing Plan drawings, that the SkyCenter GC is responsible for maintaining the haul route in serviceable condition for all contractors' vehicular use throughout the duration of this project and that of the office development.
 - Is the entire Office Development going to occur beyond the duration of this (SkyCenter) project?

- If yes, Please confirm that it the intent is for the GC of the SkyCenter to continue maintenance after the SkyCenter is substantially complete. Please provide the time frame and schedule for the Office Development.
- R.3 Work for the Office Development Project will extend beyond that of the SkyCenter Project. In order to complete the SkyCenter Project, the Contractor must construct a new road through the site which, upon completion, will serve as the haul route for the Office Development Project after the completion of the SkyCenter Project.
- Q.4 There is a note on the C205's drawings Construction Phasing Plan drawings, that the construction fencing for developer site by SkyCenter GC. as part of pad ready delivery. Is the construction fencing in question to be:
 - Of permanent construction, and removed by the contractor of the Developer Site?
 - Of temporary construction and removed by the SkyCenter GC?
 - If the construction fencing is to be temporary construction and removed by the SkyCenter GC, is the entire Developer Site going to occur beyond the duration of this (SkyCenter) project? If yes, please provide the time frame and schedule for the developer site.
- R.4 The construction fencing is temporary in nature and shall be removed by the Contractor. The duration of the Office Development Project will extend beyond that of the SkyCenter project. Exact dates/schedules are not available for the Office Development Project at this time.
- Q.5 Floor Framing Note #1 for the Crossover Bridge on Drawing S210B8 indicates that the typical floor framing shall be 2" 20 gage composite galvanized metal deck with 3 1/4" light weight concrete topping. There is no specification for light weight concrete. Please provide additional information regarding the light weight concrete desired.
- R.5 Normal Weight Concrete shall be used for this deck concrete over metal deck.
- Q.6 Can the Subcontractor's List (Section 00430) be condensed to the key trades: Site Development, Structure, Building Closure, and MEP?
- R.6 No. See R.7.
- Q.7 Can the Subcontractor's List (Section 00430) be submitted within 48 hours after the pricing proposal, to assist in staying focused on providing the most cost-effective proposal?
- R.7 Yes.

- Q.8 To assist in staying focused on providing the most cost-effective proposal, can the W/MBE Assurance and Participation listing (Section 00417) be submitted within 48 hours after the pricing proposal?
- R.8 No.
- Q.9 Section 23 0800, para. 1.2.B Commissioning of HVAC, and Section 26 0800, para. 1.2.B Commissioning of Electrical both refers to Section 01 9113 General Commissioning Requirements. This section does not exist. Please clarify.
- R.9 Refer to attached revised Specifications 23 0800 and 26 0800. The references to Section 01 9113 in Section 23 0800, 1.2.B and Section 26 0800, 1.2.B have been removed.
- Q.10 For the glass railings, the 2017 Florida Building Code requires a min. 9/16" laminated glass, however, the drawings call for 1/2" tempered low iron. Please clarify.
- R.10 Per 2407.1 of the FBC, the minimum nominal thickness for glass in a handrail or guardrail is ¼". The drawing requirement for low-iron glass has been removed. Refer to attached revised Sheets A702, A824 and A825.
- Q.11 28 1000 Electronic Security. 1.1.B Indicates that the door hardware installer shall provide and install all electronic door locking hardware and low voltage power supplies for delayed egress devices and then indicates that the security system installer shall provide the low voltage power supplies for all electric locks.
 - Drawing T721, details 1 and 3, show the power supply as being provided by the DHI. Spec section 28 1000 3.1.D & E reverses this requirement. Please clarify who should provide the power supply.
 - Drawing T721, detail 4 does not show a local electronic lock power supply, but specification section 28 1000 2.9.B indicates that each access controlled door shall have one power supply located above the door. Spec section 28 1000 3.1.F does not indicate a lock power supply for this door type.
 - Please clarify whether doors referenced by this detail will have a power supply located at the door.
- R.11 Power supplies for locks are specified on Specification Section 281000, 2.9. References to whom provides what are eliminated in the attached revised Sheet T721. The power supplies are included in this contract. Responsibility of work/scope split to be determined by the Contractor.

All doors with electromagnetic locks shall have a power supply above each door. The doors with electric strikes will have a power supply by the access control panel as indicated in details 1 and 2 on Sheet T402.

- Q.12 28 1000 Electronic Security. 2.10 Is the SSI responsible for installing the custom reader/camera/intercom pedestal?
- R.12 This item is included in the Project. Responsibility of work/scope split to be determined by the Contractor.
- Q.13 28 1000 Electronic Security. 2.11-14 Is the SSI responsible for installing sliding gates, loops, impact sensors, equipment housing, etc.?
- R.13 This item is included in the Project. Responsibility of work/scope split to be determined by the Contractor.
- Q.14 28 1000 Electronic Security. 2.16 Is the SSI responsible for providing and installing the PLC gate controller?
- R.14 This item is included in the Project. Responsibility of work/scope split to be determined by the Contractor.
- Q.15 28 1000 Electronic Security. 2.17 Is the SSI responsible for installing Traffic Lights at the AOA gate?
- R.15 This item is included in the Project. Responsibility of work/scope split to be determined by the Contractor.
- Q.16 28 1000 Electronic Security. 2.20 Is the SSI responsible for AED monitoring/Moducom system?
- R.16 This item is included in the Project. Responsibility of work/scope split to be determined by the Contractor.
- Q.17 28 1000 Electronic Security. Is the SSI responsible for installing conduit, junctions boxes and cable tray/raceway?
- R.17 This item is included in the Project. Responsibility of work/scope split to be determined by the Contractor.
- Q.18 28 2000 Electronic Surveillance. 1.1.B Is the CI responsible for network cabling to cameras?
- R.18 This item is included in the Project. Responsibility of work/scope split to be determined by the Contractor.
- Q.19 28 2000 Electronic Surveillance. 1.1.B Is the CI responsible for Fiber Optic Cabling, termination and LIUs?
 - o Is the CI responsible for conduit, junction boxes and NEMA enclosures?

- R.19 This item is included in the Project. Responsibility of work/scope split to be determined by the Contractor.
- Q.20 28 2000 Electronic Surveillance. 1.1.C Is the CI responsible for providing camera poles?
- R.20 This item is included in the Project. Responsibility of work/scope split to be determined by the Contractor.
- Q.21 28 2000 Electronic Surveillance. 1.1.E.4 Indicates no Licenses beyond 12 months but 2.2.A Indicates 12 months plus 'Gap' Coverage? If the CI must provide Gap coverage, please indicate the current license coverage period with expiration date.
- R.21 The current date of the SMA is 8/31/2019. Have 3 licenses for each of the Pelco Optera 180 deg. cameras.
- Q.22 Technology Plans. T100 Site Plan.
 - Camera CT100-1 Indicates fiber run to the Cell Lot enclosure.
 - Will the fiber media convertor for this camera be located in the Cell Lot enclosure with a copper connection in the enclosure to the Cisco IE4500 Switch?
 - Is the fiber single or multi-mode?
 - Cameras CT100-2, 3, 4, 5, 6 indicate camera mounted on dedicated technology pole and fiber optic connection.
 - Is the CI responsible for providing the technology pole?
 - Is the CI responsible for the Pole Enclosure?
- R.22 Regarding camera CT100-1, the media converter shall be installed in telecom room C205. Refer to attached revised Sheet T100. The fiber type is indicated in note 7, detail 4, of Sheet T601.
 - Regarding cameras CT100-2,3,4,5,6, both items are included in the Project. Responsibility of work/scope split to be determined by the Contractor.
- Q.23 Technology Plans. T101 Site Plan Gate.
 - There are (3) cameras on this plan with no camera numbering information. Please confirm that these three cameras are in the scope.
 - Please confirm that the (3) cameras will be copper cabling from the camera location to the gate security enclosure indicated by note 4 and drawing T403.
 - Drawing T403 & T605 have elevations of the gate security enclosure
 - Is the CI responsible for the enclosure?

R.23 Yes, those 3 cameras are part of the scope. Copper cabling for those cameras is acceptable. The security enclosure is included in the Project. Responsibility of work/scope split to be determined by the Contractor.

Q.24 Technology Plans. T201B8 – Level 01 Part 8.

- Cams C201B8-1, 2 and 3 and Cams C201B8-5, 6 and 7 indicate fiber optic cabling and note 4 on drawing T201B8 indicates a NEMA 4x enclosure. There is a detail referencing detail 5 & 6 on drawing T401 but that detail does not include an elevation of this enclosure.
 - Is the CI responsible for this enclosure?
 - Is the 4 strand OM3 fiber indicated by note 1 on drawing T201B8 intended to be a separate 4-strand fiber for each camera, or one run from Comm 205 to the NEMA enclosure?
 - Will there be a Cisco IE4500 PoE switch in this enclosure?
 - Drawing T502 Comm Room 205 Rack Elevations show a shelf for media convertors for cameras and emergency phones in the canopy and a separate card cage for media convertors for PTZ cameras in the roadway. Would using the same card cage for both roadway and canopy camera media convertors be acceptable?
 - The camera #'s referenced by the detail title for detail 5 & 6 on page T401 do not match the camera numbers in the camera information fields on the same page or the camera numbers on drawing T201B8.
- R.24 Refer to Sheet T201B8 issued with Addendum No. 3 and revised as attached to this Addendum No. 4. The camera numbers have been adjusted. There are two separate elevations shown in T410 that correspond to 2 separate locations in the floor plans.

Responsibility of work/scope split to be determined by the Contractor.

Q.25 Technology Plans. T201B18 – Level 01 Part B18 & T201C1 – Level 01 Part C1.

- Cams C201B18-1 and 2 and Cam C201C-1 indicate fiber optic cabling and note 3 on drawing T201B18 and note 4 on drawing T201C1 indicates a NEMA 4x enclosure.
 There is no detail or elevation referencing this enclosure.
 - Is the CI responsible for this enclosure?
 - Is the 4 strand OM3 fiber indicated by the drawing notes intended to be a separate 4-strand fiber for each camera, or one run from Comm R123 to each NEMA enclosure?
 - Will there be a Cisco IE4500 PoE switch in the enclosures?
 - Drawing T502 has a rack elevation for Comm Room 205 but there is no equivalent rack elevation for comm room R123. Is a rack mounted card cage for the media convertors for cameras and emergency call stations acceptable for comm room R123?

R.25 Refer to Sheet T201B18 issued with Addendum No. 3 and revised as attached to this Addendum No. 4.

Responsibility of work/scope split to be determined by the Contractor.

Cisco switches will only be located in enclosure that show a Cisco IE4500 switch in the drawings.

Rack elevations of existing telecom rooms were not done. Final location of devices in existing telecom rooms will be coordinated during construction.

- Q.26 Technology Plans. T604 1 Emergency/Assistance Call Station Riser.
 - Sky Center Canopy call stations indicate CAT6 cabling from the station, through a NEMA enclosure, to Comm 205. The cabling & conduit path on drawings T201B7, B8, B9 and B18 show the connection to the field mounted NEMA enclosure and notes for the nearby cameras indicate fiber optic cabling. Please confirm that the intent for these emergency call stations is home run CAT 6 & 2 Conductor 14-AWG wiring from the call stations to Comm 205, and not fiber optic cabling.
- R.26 There are no call stations going in fiber anywhere. All call stations are to be wired to the closest termination point (comm. room or enclosure) with copper so they can be plugged directly to a network switch.
- Q.27 Scranton products substitution request email from 10.1.18.
- R.27 The substitution requests identifies the alternate material to be HDPE (plastic), while the Specification requires the partitions to be stainless steel. The substitution request is denied.
- Q.28 Referencing specification Section 07 7617 Roof Pedestal Paver System, para. 2.1.A; HandyDeck is one of the indicated approved manufacturers. HandyDeck, which is now called Architrex, does not sell a concrete paver system. Architrex sells porcelain pavers. Will a porcelain paver system be allowed as the pedestal paver system?
- R.28 No. Refer to the attached revised Specification 07 7617.
- Q.29 Referencing the skylight on the West Canopy (drawings 1/A601B3, 1/A504, 1 & 2/A423, and 4&5/A302): The height of the canopy (and skylight) is less than 30' 0" above grade, therefore requiring a large missile tested system. The glass spacing at this area seems to indicate four bays at 9' 0" on center and a slope of 9' 9" both without interruptions. It is our understanding that to accommodate the design intent, the length must be divided into 8 bays of 4' 6" and the slope divided in half. This will allow for the use of a glass size that most manufacturers have tested for hurricane impact systems. It is also our understanding that no skylight systems have been tested

and passed with an 87 sq. ft. lite of glass in either a large or small missile certification. Spanning almost 20' 0" horizontally across the opening with a nominal 1/12 pitch will produce tremendous lateral thrust at the sill.

Thus, to accommodate the design intent of this skylight and achieve the tested hurricane impact system, please consider providing a continuous steel member under the ridge, allowing the skylight to attach to steel at this point and minimize outward thrust under hurricane wind loads, and dividing the length of the skylight into 8 bays of 4' 6" and the slope divided in half. Please advise accordingly.

- R.29 Refer to attached revised Sheet A907.
- Q.30 Are the insurance requirements for a subcontractor, the same as that which is listed in "SECTION 00650 INSURANCE REQUIREMENTS"?
- R.30 Contractor shall require that all subcontractors maintain insurance meeting all the requirements stated in Section 00650 INSURANCE REQUIREMENTS with the sole exception that Contractor shall determine the applicable limits of coverage and deductible amounts for its subcontractors and have all applicable policies endorsed to name the Owner, members of the Owner's governing body, and the Owner's officers, agents, volunteers and employees as Additional Insureds. Before any subcontractor commences work, Contractor will affirm to Owner that the subcontractor has complied with this provision.
- Q.31 Specification Section 27 1000, para. 2.1.B.1, states that "CAT6A for WAPs, CAT6A for all other applications". The plans call for CAT6 (example, sheet T601, keyed note 3). Please verify which source is correct.
- R.31 Note 3 in Sheet T601 is indicating a patch cord for the CCTV system. The complete CCTV system is CAT6. Specification Section 271000 2.1.B.1. clearly indicates that CAT6A is to be used only for WAPS. Cameras are not WAPs; therefore there is no contradiction in the documents.
- Q.32 Specification Section 27 1000, para. 2.6 D states the cable for the category 6A shall be plenum rated. Para. 2.7 D states the category 6 cable shall have the appropriate cable jacket for the environment it is installed. Please confirm is all category 6A and 6 cable needs to be plenum rated?
- R.32 Use all Plenum rated cabling.
- Q.33 Specification Section 27 1000, para. 1.1.G.4 states "eVIDS AND OUTDOOR LED SIGN INSTALLATION. The SCS installer shall provide the labor and all installation materials for the owner provided flat panel displays and outdoor LED signs this scope of work includes providing the display mounts, screens, anchors and patch cords to connect to

the owner provided computers in the signs. The supply and installation of the fiber optic transceivers used to take the video signal to the eVIDS system are also included in this scope of work.

- a. Do the EVID enclosures need to be included in the AV bid or will they be supplied and installed by others? If they need to be included, do you have detailed drawings for the enclosures?
- b. Also, in this statement, it says that the "flat panel displays" are owner provided but also says with regard to the SCS installer "this scope of work includes providing the screens." Was the "provide the screens" statement a typo or is a screen required? If so, what kind of screen?
- c. These appear to be outdoors (aside from the enclosures). With that in mind, are there any special requirements (material, or a specific manufacturer or model number?) for the mounts?
- d. What flat panel displays (size, manufacturer model number) will be supplied by the owner? Referencing drawing T604, detail #1: Please provide specifications for the Emergency/Assistance Call Station phones.
- R.33 a. Refer to Sheet A810. Also see R.266.
 - b. Yes, it is a typo. Flat panel displays are Owner provided. See attached, revised Specification 27 1000.
 - c. Not yet. The signs will be provided by Owner.
 - d. Specific part numbers are not available now since they will be purchased shortly before they are needed. Regarding the emergency Assistance call station types, see Specification 28 1000, paragraph 2.19
- Q.34 There are details for the camera mounts (drawing T723), but no detail on the cameras. Is there a camera schedule available?
- R.34 The details on the cameras are in the Specification Section 282000. There will not be a camera schedule as it is not needed to bid the project. All camera types, quantities and locations are provided in the floor plans and specifications.
- Q.35 Is there a mounting detail available for "ceiling microphones" (see drawing T603), and what is the requester model?
- R.35 The requested model is indicated in Specification Section 275113 2.4.G. It mounts in a double gang box.
- Q.36 Per drawing E001, circuits U2-1, U3-1, U4-1, U5-1, and HCLP-3 are indicated to be run through the normal lighting control panel. Do these circuits have to be run through the normal lighting control panel?

- R.36 No. These circuits will be controlled by a local photocell.
- Q.37 Referencing E201A1, does HCPL-1 lighting circuit have any type of control?
- R.37 Yes. Local switches with occupancy sensors.
- Q.38 Drawing E913 indicates a push button lighting control station, but none can be found on the drawings. Please clarify?
- R.38 The diagram represents a typical system device. If none exist per plans then they are not used.
- Q.39 The luminaire schedule on E002 indicates type S1 as an RGB projector, but it is indicated on drawings E700 and E701 as being located on the stairs. Are these references correct?
- R.39 Fixture on E700 and E701 should be type 'SA'.
- Q.40 The luminaire schedule on E002 indicates fixture types L, LD, and SA, yet none can be found within the drawings. Please clarify
- R.40 See attached revised Sheet E002.
- Q.41 Drawing E101 indicates eight (8) type D fixtures on a grass area. Please confirm that this reference is correct?
- R.41 Fixture type should be 'LD'. See attached revised Sheet E101.
- Q.42 Drawing E101, Lighting General Notes, refer to remote motion sensors for Cell Phone Lot and Façade Lighting, but there are not any sensors indicated on the drawings. Please clarify.
- R.42 Cell phone lot is local occupancy only. Cell lot exterior is connected to lighting control contactor.
- Q.43 Referencing drawing E001: The Occupancy Sensor Schedule has the Photocell model type DLC-PD-DIM. This photocell does not match with lighting control diagram on drawing E913. Please clarify?
- R.43 All occupancy sensors are local. Lighting control panel schedule has been updated on drawings.

- Q.44 Drawings E201B3 and E202B3 indicate 5 escalator light fixtures per escalator (1st to 3rd floor). However, drawing E700 detail 2 indicates 6 fixtures per escalator. What is the correct quantity?
- R.44 Provide quantity indicated on Sheet E700 detail 2.
- Q.45 Combination motor starters are indicated with the drawings, yet neither specification Divisions 23 or 26 provide criteria for these items. Request a specification section for these.
- R.45 Refer to attached Specification 26 2913, added to the electrical specifications.
- Q.46 Referencing drawing A201B3: Sheet note 055113.00 states the North and South stairs should be galvanized, the specs say prime painted. Please clarify.
- R.46 Both the North and South stairs shall be constructed from galvanized material and are to receive a prime and painted finish.
- Q.47 Referencing drawing A201B3: Sheet note 055213.01 states that the rail around the 1st floor Monument stair and escalator are galvanized steel, this rail as shown on 4/A702 is a stainless-steel lighted rail. Please clarify.
- R.47 Refer to Sheet A704 for material and construction of Level 1 "Cane Rail" at the base of the escalator and monument stairs. Detail 4 on Sheet A702 references the handrail extensions at the top/bottom of the monument stairs. There are no galvanized handrails associated with the monument stair and/or escalators.
- Q.48 Referencing drawing A206B3 between 8.5 and 9 north of line 0.7. Sheet note 055000.00 calls this area out to be metal fabrications but nothing specific is shown, also refer to 1, 2/A420. Please clarify.
- R.48 Information pertaining to this note was added to Specification 05 5000.00 in Addendum No. 3.
- Q.49 Referencing drawing S202A1: Toilet partition supports are specifically shown at the cellphone lot restrooms, should they also be included at the atrium restrooms?
- R.49 Refer to Sheet S201B3 issued with Addendum No. 3 for vanity & partition support for the atrium restrooms.
- Q.50 Referencing drawing C211D0: Guardrail is shown at the very southeast corner of the concrete trail, a description or detail for this guardrail cannot be located. Please provide additional information.

- R.50 The description of the guardrail can be found on Sheet C211D0. A note referencing this sheet has been added to the attached revised Sheet C215D0.
- Q.51 Referencing Specification Section 055117: Where are the alternating tread stairs located?
- R.51 Refer to attached revised Sheet A501.
- Q.52 Referencing drawing S202B3: The beam lines for this framing elevation are double-dashed lines, but solid lines everywhere else, does this designate something special about the beams at this framing elevation? Please clarify.
- R.52 No, this is a graphical print issue and does not signify special framing.
- Q.53 Please provide additional information for the work in the AOA area (drawings C700-C709), including:
 - a. Thickness of gate operator pads.
 - b. Thickness of pads for access control.
 - c. Desired paving type and composition.
 - d. Size of Bollards
 - i. Painted or Galvanized
- R.53 a. It will be per gate company details. A generic detail is shown on Sheet C709 for informational purposes only. Contractor shall solicit and obtain signed & sealed shop drawings and submit to the Engineer of Record for approval.
 - b. See response to (a)
 - c. Refer to revised attached Sheet C709.
 - d. Refer to revised attached Sheet C709.
 - i. Please clarify what item(s) this question applies to.
- Q.54 2.15 Intercom Stations indicate TOA N-8640DS to be compatible with the existing system. Does the existing system exchange have enough spare capacity to add (2) new stations, or will a new exchange be required. If a new exchange is required, please provide the model #.
- R.54 Those IP intercom stations do not need an exchange. They can be added to the system without adding a new exchange. Nevertheless the existing exchange is a TOA N-8000EX.
- Q.55 Drawing T100, not 20, indicates to provide an enclosure for AVI readers but there is no specification or detail that indicates what the AVI readers are or who is to provide/install them. Please clarify.

- R.55 See responsibility matrix in Specification Section 27 0010. The AVI readers and the wiring is not in this Project.
- Q.56 Drawing T724 shows details for the pole mounted PTZ cameras with the Media Converter mounted and a electrical power outlet in a Pole mounted NEMA box.

 The question is does that supersede Specification Section 271000 Page 20 of 34, 2.20 Media Converters regarding providing power to the Cameras. If so, does that eliminate the Hybrid fiber optic and AWG 12 one pair copper cable for the remote end power.
- R.56 No. The drawings and Specification were drafted carefully to differentiate 2 types of devices, media converters and fiber optic transceivers. Media converters described the Berk-Tek One-reach devices to be used close to the building. The fiber optics transceivers are the Comnet devices to be used for far reaching devices like the cameras indicated in drawing T724.
- Q.57 According to 1000, under Interior General Notes, it states "All Furniture and Fixtures listed in specification section 12 500 are to be owner furnished, contractor installed. Owner will procure all furniture and ensure delivery to the site." 1.Will we be provided manufacturer information or a basis of design for the following furniture/site furnishings called out; BN-1, C-1, C-2, C-3, C-4, C-5, C-6, CD-1, S-1, S-2, ST-1, ST-2, T-1, T-2, T-3, T-4, T-5, T-6, T-7, T-8, T-9, T-10, T-11, T-12, WR-1, WR-2?
 - If not, do we provide a bid to the best of our ability based on the information we have for the Oct. 19th, 2018 bid due date?
 - Will the Owner (Tampa International Airport) be releasing a separate bid for purchasing furniture at a later date?
- R.57 Refer to the attached Owner Furniture Procurement package for manufacturer information. As stated, this scope will be procured directly by the Owner and will not be part of the Bidder's Bid. The Owner anticipates using a State contract to purchase the furniture at a later date.
- Q.58 I see summary of furniture identified in Section 12 5000. Page 3, sub-section 2.4 identifies schedule of owner-supplied, contractor-installed furnishings. Will there be an opportunity to provide a competitive bid for these items. If so, can you please provide the following information? Manufacture, Series, Model numbers, options and finishes. In addition, please clarify contractor-installed furnishings.
- R.58 See R.57.
- Q.59 Structured Cabling System. Section 27 1000 Structured Cabling 2.6 D states the cable for the category 6A shall be plenum rated. 2.7 D states the category 6 cable shall have

- the appropriate cable jacket for the environment it is installed. Please confirm is all category 6A and 6 cable needs to be plenum rated?
- R.59 See R.32.
- Q.60 Structured Cabling System. Sheet T604 detail #1, please provide specifications for the Emergency/Assistance Call Station phones.
- R.60 See Specification Section 281000, Paragraph 2.19.
- Q.61 Audio / Video System. Section 27 1000 Page 2 of 34 states "eVIDS AND OUTDOOR LED SIGN INSTALLATION. The SCS installer shall provide the labor and all installation materials for the owner provided flat panel displays and outdoor LED signs this scope of work includes providing the display mounts, screens, anchors and patch cords to connect to the owner provided computers in the signs. The supply and installation of the fiber optic transceivers used to take the video signal to the eVIDS system are also included in this scope of work.
- R.61 No questions have been asked in Q.61. The scope of work is indicated correctly. The part numbers for the fiber optic transceivers for the eVIDs are indicated in detail 2 on Sheet T603.
- Q.62 Audio / Video System. Do the EVID enclosures need to be included in the AV bid or will they be supplied and installed by others? If they need to be included, do you have detailed drawings for the enclosures?
- R.62 Responsibility of work/scope split to be determined by the Contractor. Refer to Sheet A810 for details.
- Q.63 Audio / Video System. Also, in this statement it says that the "flat panel displays" are owner provided but also says with regard to the SCS installer "this scope of work includes providing the screens". Was the "provide the screens" statement a typo or is a screen required? If so, what kind of screen?
- R.63 See R.33.
- Q.64 Audio / Video System. These appear to be outdoors (aside from the enclosures). With that in mind, are there any special requirements (material, or a specific manufacturer or model number?) for the mounts?
- R.64 See R.33.
- Q.65 Audio / Video System. What flat panel displays (size, manufacturer model number) will be supplied by the owner?

- R.65 The size and manufacturer model number for the flat panel displays have not been procured by the Owner and are subject to change based on availability. See Sheet A810 for approximate size.
- Q.66 Electrical System. Do U2-1, U3-1, U4-1, U5-1 and HCLP-3 circuits have to be run through the normal lighting control panel?
- R.66 See R.36.
- Q.67 Electrical System. Does HCPL-1 lighting circuit (Cell Phone Lot) have any type control?
- R.67 See R.37.
- Q.68 Electrical System. Print E913 shows a push button lighting control station but there is no any on the prints?
- R.68 See R.38.
- Q.69 Electrical System. Lighting schedule shows S1 as an RGB projector but it's located on stairs' prints E700 and E701, are these references correct?
- R.69 See R.39.
- Q.70 Electrical System. Fixtures L, LD and SA not on the prints.
- R.70 See R.40.
- Q.71 Electrical System. Print E101 has 8 type D fixtures on a grass area, is this reference correct?
- R.71 See R.41.
- Q.72 Electrical System. Print E101 general lighting notes refer to remote motion sensors for Cell Phone Lot and Façade Lighting but there are not any sensors on the prints
- R.72 See R.42.
- Q.73 Electrical System. Occupancy sensor schedule has the Photocell type DLC-PD-DIM, this photocell does not match with lighting control diagram on print E913.
- R.73 See R.43.
- Q.74 Electrical System. Escalator lights (1st to 3rd floor), prints E201B3 and E202B3 has 5 fixtures per escalator, print E700 detail 2 has 6 fixtures per escalator. What quantities are correct?

- R.74 See R.44.
- Q.75 Electrical System. No spec has been provided in Divisions #23 or #26 for combination motor starters and we have quite a few of them in our scope. Request a spec for same.
- R.75 See R.45.
- Q.76 DAS Scope of Work. Is there a spec for the carrier DAS?
- R.76 The DAS system specified is strictly for Life Safety not for phones. Refer to Specification 28 0537.
- Q.77 Painted Striping and Marking (FDOTSPEC Section 710) include Stalls, Stop Bars, Hash Areas and Arrows?
- R.77 Yes, except raised RPMs shall be installed where shown on the plans.
- Q.78 On the Turn Lane Plan said all striping and marking to be painted, but It is part of a principal road, Could it be thermoplastic?
- R.78 Yes, see revised attached Sheet C241.
- Q.79 I wanted to follow up on the SkyConnect furniture scope. Clark has reached out with the bid documents but they did not include the actual furniture specifications (which I believe GS&P developed). Andrew with Clark sent an RFI to GS&P requesting the specs but I also understand the HCAA will be procuring directly. Do you have those specs or do you plan to distribute them? I wanted to start quoting and giving my manufacturers a heads up if appropriate. Looks like the products used over the past couple years will be repeating for the most part.
- R.79 See R.57.
- Q.80 Bid Form point #1.04 /Third paragraph indicates: "the undersigned further aggress that if awarded the contract, Bidder will commence the Work with then days after the date of Notice to Proceed and that bidder will substantially complete all Work under this contract on or before May 1, 2020" Please provide the anticipated notice to proceed date.
- R.80 The Owner anticipates issuing the Notice to Proceed no later than December 20, 2018 upon approval of Contractor's insurance and Bonds. See Section 0300 BID FORM that was revised with Addendum No. 3.

- Q.81 We understand the bid requirements for this project. However, we would like to know if there is a possibility to submit the following documents 24 hours after bid submittal time and date: (On October 25th, 2018 by 2:00 PM)
 - Section 00417
 - Section 00430
- R.81 See R.7 and R.8.
- Q.82 Volume 1/ Section 00510 –Contract /Page 2 indicates that the rental car center curbside expansion and the cell phone lot and ancillary system are due on November 1st, 2019. Sheet C205-3 indicates delivery of cell phone lot and Sheet C205-4 indicates deliver of the atrium, bride, curbside and the RCC curbside extension. Are phase 3 and 4 together?
- R.82 See revised phasing plans issued with Addendum No. 3.
- Q.83 Sheet C205-5 indicates delivery of the office and garage by the Developer contractor. Please provide the following clarifications:
 - A. When is the completion date for Phase 5?
 - B. Per bidding instructions, Skycenter contractor is responsible for maintaining the haul route in serviceable condition for all contractor's vehicular use throughout the duration of the office and garage development. If Phase 5 has a later date than the Skycenter contract, please confirm that the Developer contractor will cover the maintenance cost of the haul route.
- R.83 See R.3 and R.4.
- Q.84 Sheet C-205-2 indicates delivery of pad ready site. Please provide the following clarifications:
 - A. Please confirm if underground utilities are supposed to be delivered within five feet (5'-0") of the future Developer General Contractor structures.
 - B. May the underground utilities be delivered to the Developer General Contractor site during construction or needs to done before their project starts?
 - C. Please provide the anticipated construction start for the Developer General Contractor.
- R.84 a. No. Utilities shall be delivered to five feet inside the parcel boundary.
 - b. Location for utility tie-in/connection shall be in place as part of the requirement for Pad Ready delivery. Delivery of the actual utilities may occur at a later date.
 - c. Anticipated start for the Developer GC is based on the date indicated for "Pad Ready" delivery in the project Front End documents. Any prior mobilization of the Developer GC shall be coordinated with the Owner.

- Q.85 Please provide the working hours for this project.
- R.85 See Section 01110 AIRPORT PROJECT PROCEDURES, Page 01110-6.
- Q.86 Volume 1/ Section 01540 -Point 1.01a indicates; "... In the event the Owner implements and Owner Controlled Insurance Program (OCIP)..." Please confirm that this project is not under an OCIP program.
- R.86 The Owner does not plan to implement an Owner Controlled Insurance Program (OCIP) on this project.
- Q.87 Volume 1/ Section 01315 –Page #4 Point F.1.a indicates: cost loading shall be provided on summary level activities within the WBS structure so that the WBS structure and cost loading in the schedule can be rolled up to correspond to the accepted schedule of values for the contract. Please indicate if this a standard specification or a requirement for this project.
- R.87 Standard Specification.
- Q.88 Please indicate if a temporary trailer for Owner's use should be provided by Skycenter General Contractor.
- R.88 See attached revised Section 01025 Field Offices with attached Exhibit.
- Q.89 After reviewing Volume 1/ Section 1540 -Construction safety and security requirements, it is our understanding that all Skycenter General Contractors employees should have a TPA ID badge, and subcontractors will be ok with an internal identification following one of the options as described in page 10&11 point Q.3 1st paragraph; "All employees of the Contractor or subcontractors requiring access to the construction site are required to be supplied with identification badges to be worn at all times while within the area. Badges will be supplied by the Contractor and will state "TPA - SkyCenter Site Development, Atrium and Pedestrian Bridge Contractor. Badges can be plastic wallet size, metal pin or sticker with a minimum of 2-1/2" diameter and worn on outer garments so as to be clearly visible. Badging is to be uniform in appearance and sufficiently distinctive in design or color to clearly distinguish, on sight, employees assigned to this Contract. The badge number will be prominent for easy identification. Badges are to be identified numerically and issued individually to whom it was assigned. Blocks of numbers can be assigned to subcontractors. Responsibility for supply issuance and control of identification badges will be that of the Contractor, through the CSO" Please confirm.

- R.89 Work within the AOA will require SIDA badges. The Contractor will be responsible for its own ID Badge program. Any work within the AOA will require compliance to FAA Regulations and require the Contractor to obtain SIDA badges.
- Q.90 Please confirm that there is not a TPA ID vehicle identification charge. Just follow the instructions in Volume 1/ Section 01540 –Point #Q.4
- R.90 Confirmed.
- Q.91 Volume 1/ Section 00340-1 Bid Schedule includes an Owner's allowance of \$1,700,000. If possible, please indicate the scope of work to be covered by this amount.
- R.91 See Section 01020 OWNER'S ALLOWANCES for items that may be included in Work Orders at the discretion of the Owner.
- Q.92 If this information is available, please provide the overall budget for the Skycenter scope of work.
- R.92 The total Project budget, to include construction, design and in-house administration, is \$79,269,000.
- Q.93 Specification section 01-350 "Building Information Modeling Requirements", subsections 1.02/B, 1.03/A/3, 1.03/A/4, 1.03/A/6, 1.03/A/7, 1.03/A/13, 1.04/A, 1.05/A, 1.06/A/1, 1.06/a/2, 1.07/B, 1.07/C, (as examples, not an exhaustive list) references "design phase" and/or "design intent" models. As this project is currently already at the 100% CD phase and the design phase is completed, please confirm the intent is for the Contractor to produce models based on the bid documents for the purposes of coordination of the work.
- R.93 Confirmed.
- Q.94 It appears that the bid documents have been prepared in Autodesk Revit.
 - A. Will the design model be made available to the Contractor? If so, at what phase?
 - B. To what LOD has the model been prepared?
 - C. Will the Design BIM Execution Plan be made available to the Contractor? If so, when?
- R.94 a. Once the project has been awarded by the Owner, the design model(s) will be made available to the General Contractor upon receipt of the attached, executed Digital Data Release.
 - b. LOD 300.
 - c. No.

- Q.95 Specification Section 01-350 "Building Information Modeling Requirements", subsection 1.08/B lists the requirements for the "Final As-Built BIM Model". Please provide specific details to include an LOD Matrix, minimum LOD, minimum size requirements for all model elements to be included (e.g. "all conduits 2-in diameter and greater"), and any other required parameters.
- R.95 The minimum LOD for model elements during the various design phases shall be reflected in the BIM Project Execution Plan. The minimum LOD for the Final As-Built BIM model shall be 350. The Owner recommends following the BIMForum 2018 Specification for information regarding the level of development equivalent to 350 for model elements.
- Q.96 Specification Section 01-350 "Building Information Modeling Requirements", subsection 1.08/C lists the requirements for the Operations and Maintenance Documentation. Please provide a detailed list of all equipment and building elements to be included under this requirement. Additionally, this section references "of sufficient quality and accuracy". What is the basis of determination for sufficient quality and accuracy?
- R.96 Equipment and building elements to be included in this requirement shall include, but not be limited to, the following: mechanical, electrical and plumbing equipment and fixtures; lighting fixtures, equipment and controls; security equipment and controls; doors and windows; elevators, escalators and moving sidewalks and equipment; elements specified which will have an O&M manual transferred at Project Closeout: "Sufficient quality and accuracy" shall be defined at a minimum as the following: manufacturer, type, make/model/serial number, and regularly replaced parts and numbers (as applicable). A coordination meeting with the design team's BIM Manager and the Owner is preferred early in the design process to establish asset data collection goals in BIM.
- Q.97 Does TPA require pollution liability insurance for General Contractor, Subcontractor or both?
- R.97 See R.30.
- Q.98 Please confirm that existing fire hydrant for temporary water, the 400 AMP service panel and hand hole with loop of fiber cable showing on Sheet C205-1 at Southeast of property can be used by Skycenter General Contractor for temporary service throughout the construction process.
- R.98 Confirmed.

- Q.99 Sheet S001 –General structural notes/ Foundation point #1.B indicates –final report of geotechnical engineering service: Tampa international airport gateway development area project #H4175062, prepared by Terracon, Inc. Report dated December 1, 2017.
 - After reviewing all the bid documents, it is been noticed that this geotechnical report is not included. Please provide a copy of this document.
- R.99 Geotechnical reports were issued in Addendum No. 3.
- Q.100 Please provide the completion date for Phase 1, sheet C205-1.
- R.100 Phase 1 does not have a required completion date. The Contractor may complete this phase as they deem fit in order to successfully deliver the subsequent phases by the required dates.
- Q.101 Do the existing trailers in the southeast corner of the property will stay or temporary construction or are they to be demolished?
- R.101 The site will be clear of the existing trailers.
- Q.102 Reference Specification Section 034500 (Precast Architectural Concrete) Please clarify whether an APA (Architectural Precast Association) Certification is acceptable. APA certified plants can follow and fabricate all precast in accordance with PCI Manual 117.
- R.102 APA certification alone is not acceptable. PCI certification is required.
- Q.103 Reference Drawing Sheets S200B7 thru S200B9 and S501 Please clarify where details S24 and S25/AS501 apply along the length of the canopy. The canopy foundation plans do not indicate where each of these details apply.
- R.103 S24 applies beyond the extents of the rain shield glazing (North of Gridline Q & South of gridline Z) at each centerline denoted on plan.
- Q.104 Reference Drawings A465 and L906 Please clarify if any reinforcing is required in the concrete leveling courses indicated beneath the architectural precast walls and curbs indicated on the referenced drawings.
- R.104 Reinforcing is not required in the leveling course.
- Q.105 Reference specification section 04 4000 Please clarify which items in the drawings this specification applies. The specification makes reference to stone paving, flooring, and stair units. We could not locate any items in the architectural drawings and the ID plans also do not appear to schedule any of these items.

- R.105 This Specification relates to the granite pavers illustrated on the landscape plans.
- Q.106 Reference specification section 04 4100 Please clarify where cut granite wall and trim units are located. We could not locate any granite on the project other than pavers. The ID plans also do not schedule and granite materials.
- R.106 See R.105.
- Q.107 Reference Drawing A205B3 This drawing indicates column cover at grid I/8 to be stainless steel yet detail 1/A811 referenced at grid H/7.5 appears to indicate roof column covers to be aluminum per specification 07 4213.23. Please clarify if the rooftop columns covers are per specification 05 5813 or 07 4213.23.
- R.107 Rooftop column covers are per detail 1 on Sheet A811, Specification Section 07 4213.33.
- Q.108 Reference Details S21/S501 and S31/S708 Both details indicate the forks to be stainless steel at each end of the pipe braces yet these pieces are painted steel at the existing Rental Car canopy structure. Please confirm whether these forks are to be stainless steel finish.
- R.108 The forks are to be carbon steel with a high performance coating finish.
- Q.109 Interior Design drawing 1000 indicates stainless steel base and to reference specification 05 5000 Metal Fabrications. This product does not appear to be listed in this specification section. Please provide a specification section for this product, if required.
- R.109 Refer to Specification 10 2600, Part 2.3 for product information.
- Q.110 Interior Design drawing I203B3 indicates SST-1, stainless steel base, at all lobby locations. 3/A702 indicates precast terrazzo base over rail shoe and stringer located at the level 3 monumental stair guardrail. Please clarify all locations to receive terrazzo base in lieu of stainless steel base as the interior design bid documents do not appear to indicate terrazzo base in any locations.
- R.110 Terrazzo base is located at monumental stairs only. Refer to attached revised Sheets I201B3, I202B3, I203B3, I204B3, and I205B3 for clarification of base materials.
- Q.111 Reference Drawing S707 and TI201B6 Drawing S707 indicates a foundation and steel structure for an AVI System. We could not locate this structure on architectural or civil documents. There is an AVI reader indicated on drawing T201B6 yet the structure location is not indicated. Please clarify locations for the structure indicated on drawing S707.

- R. 111 See attached revised Sheets C231B0 and C264C0.
- Q.112 Reference Drawing S707 Please clarify number of locations for detail D45/S707.
- R.112 Coordinate with civil & technology drawings.
- Q.113 Reference drawing S200A2 Please confirm whether the display board structure is required to be galvanized steel. Notes in detail E1 indicate all steel to receive high performance coating.
- R.113 Structural Steel framing for the EVID Display boards shall receive high performance coating only.
- Q.114 Reference detail S2/S200A2 The walk platform is indicated to be galvanized steel and also indicates a high performance coating system. Please confirm that the galvanized walk platform is also to receive a high performance coating.
- R.114 Walk Platform for the EVID Display boards shall receive high performance coating only.
- Q.115 Reference drawing AG850 & AG853 Structural steel note 1.C indicates all steel to be galvanized. Please confirm galvanized steel sign structures are not required to have the high performance coating system.
- R.115 No high performance coating is required for the structures identified on Sheet AG853.
- Q.116 Specification 06 4116/1.6/B Plastic-Laminate-Clad Architectural Cabinets indicates installers to be required to have AWI certification. Please confirm if this is required as it will reduce the number of participants who will be able to bid the scope of work.
- R.116 AWI certification is required.
- Q.117 Reference detail 2 on A550 Detail 2 indicates a 4" backsplash. Details 1&4 on A530 appear to indicate a full tile backsplash with no solid surface backsplash. Please confirm that the solid surface countertop does not require a backsplash per the elevations.
- R.117 Detail 2 on Sheet A550 refers to the base cabinets in Room 309, Breakroom, not the counters in Room 107, Men's Restroom, as elevated on Sheet A530.
- Q.118 Reference Drawing A352, detail 3. The wall section indicates "07 4213.24?" at the interior wall. There does not appear to be a specification associated with this. Please indicate the intended callout and/or finish at this location and the appropriate specification.

- R.118 Refer to Sheet A352 issued with Addendum No. 3.
- Q.119 Reference specification section 07 7200 2.4. Calls out for a customized stainless steel roof hatch with a customized 16" curb, high R value and remote control operation. Please confirm if all the roof hatches require these customized features.
- R.119 Remote control operation is not required. Refer to attached revised Specification Section 07 7200.
- Q.120 Reference A401 / SBS1. Please identify material shown in metal roof deck flutes. Are the upper flutes to be infilled with a material? Please identify material if so.
- R.120 Refer to attached revised Sheet A401. Detail revised to reflect precast hollow-core deck construction. No fire proofing is required.
- Q.121 Reference A425 detail 4. Please define items currently noted as "?"
- R.121 Refer to attached revised Sheet A425.
- Q.122 Reference A427 detail 1 & 2. Please define items currently noted as "?"
- R.122 Refer to attached revised Sheet A427.
- Q.123 Reference A430 detail 1. Please define items currently noted as "07 4213.03?"
- R.123 Refer to Sheet A430 issued with Addendum No. 3.
- Q.124 Reference A440 detail 3. Please define items currently noted as "07 4213.03?"
- R.124 Refer to Sheet A440 issued with Addendum No. 3.
- Q.125 Reference A450 detail 4. Please define items currently noted as "07 4213.03?"
- R.125 Refer to Sheet A450 issued with Addendum No. 3.
- Q.126 Specification 07 2100 Thermal Insulation does not appear to indicate the R-value required for spray insulation locations. Please provide the R-value required.
- R.126 Spray insulation shall be an R-19. Refer to attached revised Sheet A401.
- Q.127 Specification 07 2100 Thermal Insulation indicates both spray-applied cellulosic insulation and spray polyurethane foam insulation. Please confirm which product to include at thermal spray insulation locations. Reference HRA1/A401 for detail of thermal spray insulation.

- R.127 The spray-applied insulation indicated in Detail HRA1 on Sheet A401 is Spray-Applied Cellulosic Insulation.
- Q.128 Reference Specification Section 083493 OH Coiling Smoke Curtains (Para. 2.3 A.1) the specification calls for a Fire Rating of 120 minutes. Fire Rated curtains cost more than just the Smoke Rated curtains. Drawings and Life Safety sheets call for a Smoke Rating not a fire rating for this area. Please clarify if these smoke curtains are to be fire rated or just a smoke rated system.
- R.128 Smoke curtain does not require a fire rating. Refer to attached revised Specification Section 08 3493.
- Q.129 The West Glass Canopy identified on Sheet A202B3, A302, A423, and A504 is less than 30' 0" above grade, therefore requiring a large missile tested system. The glass spacing at this area seems to indicate four bays at 9' 0" on center and a slope of 9' 9" both without interruptions. In order to accommodate the design intent, the length must be divided into 8 bays of 4' 6" and the slope divided in half. This allows for use of a glass size that most manufacturers have tested for hurricane impact systems. Please note that no skylight systems have been tested and passed with an 87 square feet lite of glass in either a large or small missile certification. Spanning almost 20'-0" horizontally across the opening with a nominal 1:12 pitch will produce tremendous lateral thrust at the sill. It is been Suggested that the steel subcontractor should provide a continuous steel member under the ridge, allowing the skylight to attach to steel at this point and minimize outward thrust under hurricane wind loads. Please advice
- R.129 See R.29.
- Q.130 The bid documents include specification section 09 2400 Cement Plaster. It does not appear applicable to the job based on the drawings. Please confirm if there is cement plaster on this job.
- R.130 Refer to Detail 2 on Sheet A490.
- Q.131 Specification 09 3000 Ceramic Tile does not appear to indicate where or if crack isolation and waterproofing is required beneath tile floors or behind tile walls. If any, please provide locations to provide crack isolation and waterproofing.
- R.131 Refer to Specification 09 3000, Sections 2.4 and 2.5. Both materials are required beneath all tile installations for both floors and walls.

- Q.132 Specification 09 3000/2.6 Ceramic Tile indicates a list of options to mitigate both moisture-vapor and allowable plumb and flatness variations in the slab. The following issues arise with this specification: 1) The building is designed for thin-set tile application. The mitigation indicates to provide a mud-bed application followed by thin-set. This would add thickness to the floor slab that is not accounted for in the design. It is also not possible to determine the amount of product that would be required as the plumbness will vary across the slab. 2) The tile specification does not appear to indicate what the allowable moisture vapor emission rate is therefore it can't be determined if we meet this or not 3) The tile specification does not appear to indicate any testing requirements for the moisture vapor emission rate of the slab. Please provide how we are to incorporate this portion of the specification into the scope of work, if at all.
- R.132 1) Mitigation measures are to be applied in compliance with TCNA standards, as referenced in Specification 09 3000 Part 3.2.B.1.c.
 - 2) and 3) Specification 09 3000 references Specification 09 0565, which addresses the allowable emission rates and the testing requirements. Please note, per Part 2.4.B of Specification 09 3000, a fluid-applied waterproof membrane is required beneath all tile installations. Refer to Response R.131.
- Q.133 Specification 09 5113/1.3/A Acoustical Panel Ceilings indicates sustainable design submittals to be required for recycled content. The specifications do not appear to indicate sustainable requirements. Please confirm if these submittals will be required.
- R.133 Refer to attached revised Specification 09 5113.
- Q.134 Specification 09 5113/3.5/A Acoustical Panel Ceilings indicates to perform the following tests and inspections of completed installations of acoustical panel ceiling hangers and anchors and fasteners in successive stages and when installation of ceiling suspension systems on each floor has reached 20 percent completion, but no panels have been installed. The bid documents do not appear to indicate what testing is to be included. Please clarify what testing to provide.
- R.134 Refer to Specification 09 5113, Part 3.4.B.1.a and Part 3.4.B.1.b for testing method.
- Q.135 Specification 09 0565 Vapor Emission Treatment for Concrete Slabs indicates post installation of vapor sealer on all concrete floors to include 3 tests for every 1,000 square feet. Typical flooring specifications (Reference specification 09 6513/3.2/1) indicates to provide this same testing prior to the installation of finish floor products. Please confirm if this testing is required prior to the installation of each floor product or if the testing data from the contractor who installs the initial vapor sealer is sufficient.
- R.135 All slabs are to be tested prior to installation of all flooring materials.

- Q.136 Specification 09 9123/3.1/B Interior Painting references the maximum moisture content of surfaces prior to painting. The specifications do not appear to lay out the requirements of how many tests are required to confirm the moisture content. Please provide this information.
- R.136 The number of tests required to sufficiently determine the moisture level of any given substrate is considered part of the Contractor's means and methods. All substrates must adequately be demonstrated to have met moisture content requirements, per Specification 09 9123 Part 3.1.B, prior to painting.
- Q.137 Specification 09 3000/2.9/C/5 Ceramic Tile indicates to provide corner guard protection full height in all locations. It does not appear the bid documents indicates what locations are required. Please clarify where corner guards are to be included, if any.
- R.137 Refer to attached revised restroom plans. Heights are to be determined based on ceiling heights per the reflected ceiling plans.
- Q.138 Please see attached a request substitution form for an alternate Terrazzo material to the specified in the project manual. Let us know if this may be an acceptable material.
- R.138 The Terrazzco Brand Products Substitution Request was reviewed in depth by the Design Team who were unable to determine if the submitted product is a "performance based" equal due to the following information not being available for review:
 - 1) Specification 09 6623 requires ANSI/NFSI testing to determine acceptable levels for both a Static and Dynamic Coefficient of Friction. The materials provided for review did not address SCOF or DCOF testing.
 - 2) The product submitted is a proprietary product which has not previously been utilized at Owner facilities. Due to its unique chemical composition, the Owner was unable to determine if the product would react adversely to the standard cleaning/polishing methods and/or chemicals/products currently employed by Owner to care for other terrazzo installations on its campus.
- Q.139 Reference specification section 27 1000 Page 2 of 34 indicates; "Evids and outdoor LED sign installation". The SCS installer shall provide the labor and all installation materials for the Owner provided flat panel displays and outdoor LED signs this scope of work includes providing the display mounts, screens, anchors and patch cords to connect to the owner provided computers in the signs. The supply and installation of the fiber optic transceivers used to take the video signal to the eVIDS system are also included in this scope of work. Please confirm if the EVID enclosures need to be included or will

they be furnished by Owner? If they need to be included, please provide detailed drawings for the enclosures?

R.139 See R.33.

Q.140 Reference specification section 10 1200 Page 1 of 74 Indicates; "Enclosure shall match in all aspects existing EVIDS enclosure in adjacent Rental Car Center Facility". The SCS installer shall provide the labor and all installation materials for the owner provided flat panel displays and outdoor LED signs this scope of work includes providing the display mounts, screens, anchors and patch cords to connect to the owner provided computers in the signs. The supply and installation of the fiber optic transceivers used to take the video signal to the eVIDS system are also included in this scope of work. Please confirm if the EVID enclosures need to be included or will they be furnished by others? If they need to be included, please provide detailed drawings for the existing Rental Car Center enclosures?

R.140 See R.33.

- Q.141 If possible, please provide the information of the fire alarm company at the existing Tampa International Airport. Also, if there is fire Sprinkler Company that covers the services, please provide this information too.
- R.141 The Owner's sole-source fire alarm contractor is Johnson Controls (Simplex). The Owner does not have an exclusive fire sprinkler service provider; however, the Owner has contracted with Piper Fire Protection and Cox Fire Protection in the past for inspections and repair work.
- Q.142 Reference E001. Will U2-1, U3-1, U4-1, U5-1 and HCLP-3 circuits need to be run through the normal lighting control panel? Please note that routing is not included in bid documents.
- R.142 See R.36.
- Q.143 Reference E001 Does HCPL-1 lighting circuit (Cell Phone Lot) have any type control? Controls are not noted.
- R.143 See R.37.
- Q.144 Reference E101. Page E101 notes (8) type D fixtures on a grass area. Please note that Type D fixture is a wall washer. Please advice
- R.144 See R.41.

Q.145 Reference E101. Page E101 general lighting notes refer to remote motion sensors for Cell Phone Lot and Façade Lighting but there are not sensors in the drawings. Please identify sensors, if required.

R.145 See R.42.

Q.146 Reference E700. Lighting schedule identifies S1 as an RGB projector. Please note that it is shown located in stairs on E700 & E701. Are these references/ locations correct?

R.146 See R.39.

Q.147 Reference fixture schedule E002. Fixtures L, LD, and SA do not appear to be indicated at any locations. Please confirm if these fixtures are to be included in the lighting package.

R.147 See R.40.

- Q.148 Reference E913 -Lighting control diagram indicated a push button lighting control station. This station does not appear to be included in the bid documents. Please indicate location of the push button lighting control station.
- R.148 See R.38.
- Q.149 Reference E913. Occupancy sensor schedule on E001 indicated the Photocell type DLC-PD-DIM, this photocell does not match with lighting control diagram on print E913. Please confirm photocell to be used.
- R.149 See R.43.
- Q.150 Drawings include motor starters, and specification #23 or #26 does not include any details for these motors starters. If possible, please provide a specification.
- R.150 See R.45.
- Q.151 Reference specification section 27 1000/ Structured Cabling 2.6 D indicates that the cable for the category 6A shall be plenum rated. Point 2.7 D indicates that a category 6 cable shall have the appropriate cable jacket for the environment it is installed. Please confirm is all category 6A and 6 cable needs to be plenum rated?
- R.151 See R.32
- Q.152 Reference specification section 27 1000. Panduit is called for as the manufacturer of the low voltage (voice /data) products, with an extended warranty. Please confirm if a Hitachi cable and Panduit termination product is acceptable with Hitachi holding the warranty.

- R.152 No. TPA design guideline does not approve Hitachi cable.
- Q.153 Reference specification section 27 1000 F. indicates that for all WAPs a 10G CAT6A solution is required. For all other applications a 1GB CAT6 solution is required. Sheet T601 keynote 3 states that CAT6 is required. Please verify which source is correct.
- R.153 See R.31.
- Q.154 Reference specification section 27 1000. Page 2 of 34 indicates that the "flat panel displays" are Owner provided but also says with regard to the SCS installer "this scope of work includes providing the screens". Please confirm is referenced screens will be furnished by Owner. If so, please provide screen specification.
- R.154 See R.33.
- Q.155 Reference T604 detail #1, please provide specifications for the Emergency/Assistance Call Station phones.
- R.155 See R.60.
- Q.156 Reference T502. Comm Room 205 Rack Elevations show a shelf for media convertors for cameras and emergency phones in the canopy and a separate card cage for media convertors for PTZ cameras in the roadway. Would using the same card cage for both roadway and canopy camera media convertors be acceptable?
- R.156 See R.56.
- Q.157 Reference T502. A rack elevation is noted for Comm Room 205 but there is no equivalent rack elevation for comm room R123. Is a rack mounted card cage for the media convertors for cameras and emergency call stations acceptable for comm room R123?
- R.157 See R.25.
- Q.158 Reference T603. Please provide a mounting detail for ceiling microphones.
- R.158 See R.35.
- Q.159 Reference T604. Emergency/Assistance Call Station Riser. Sky Center Canopy call stations indicate CAT6 cabling from the station, through a NEMA enclosure, to Comm 205. The cabling & conduit path on drawings T201B7, B8, B9 and B18 show the connection to the field mounted NEMA enclosure and notes for the nearby cameras indicate fiber optic cabling. Please confirm that the intent for these emergency call

stations is home run CAT 6 & 2 Conductor 14-AWG wiring from the call stations to Comm 205, and not fiber optic cabling.

R.159 See R.26.

Q.160 Reference T721. Detail 4 does not show a local electronic lock power supply, but specification section 28 1000 2.9.B indicates that each access controlled door shall have one power supply located above the door. Specification section 28 1000 3.1.F does not indicate a lock power supply for this door type. Please clarify whether doors referenced by this detail will have a power supply located at the door.

R.160 See R.11.

Q.161 Reference T100. Camera CT100-1 Indicates fiber run to the Cell Lot enclosure. Will the fiber media convertor for this camera be located in the Cell Lot enclosure with a copper connection in the enclosure to the Cisco IE4500 Switch? Is the fiber single or multi-mode?

R.161 See R.22.

Q.162 Reference T101. There are (3) cameras on this plan with no camera numbering information. Please confirm that these three cameras are in the scope.

R.162 See R.23.

Q.163 Reference T403. Please confirm that the (3) cameras will be copper cabling from the camera location to the gate security enclosure indicated by note 4 and drawing T403.

R.163 See R.23.

Q.164 Reference T201B8.Level 01 Part 8. Cams C201B8-1, 2 and 3 and Cams C201B8-5, 6 and 7 indicate fiber optic cabling and note 4 on drawing T201B8 indicates a NEMA 4x enclosure. There is a detail referencing detail 5 & 6 on drawing T401 but that detail does not include an elevation of this enclosure. Is the 4 strand OM3 fiber indicated by note 1 on drawing T201B8 intended to be a separate 4-strand fiber for each camera, or one run from Comm 205 to the NEMA enclosure? Will there be a Cisco IE4500 PoE switch in this enclosure?

R.164 See R.24 and R.25.

Q.165 Reference T401. The camera #'s referenced by the detail title for detail 5 & 6 on page T401 do not match the camera numbers in the camera information fields on the same page or the camera numbers on drawing T201B8. Please identify correct camera numbers.

- R.165 See Sheet T401 issued with Addendum No. 3.
- Q.166 Reference T201B18. Level 01 Part B18 & T201C1 Level 01 Part C1. Cameras C201B18-1 and 2 and Cam C201C-1 indicate fiber optic cabling and note 3 on drawing T201B18 and note 4 on drawing T201C1 indicates a NEMA 4x enclosure. There is no detail or elevation referencing this enclosure. Is the 4 strand OM3 fiber indicated by the drawing notes intended to be a separate 4-strand fiber for each camera, or one run from Comm R123 to each NEMA enclosure? Will there be a Cisco IE4500 PoE switch in the enclosures?
- R.166 See R.24 and R.25.
- Q.167 Bid documents include 30% drawings from C701 to C709 for the AOA area. Is this part of the Skycenter General Contractor scope of work? If it is; where is this area?
- R.167 Yes, it is located north of the Gateway development area on Bessie Coleman Blvd. The general site plan has been updated to show more information on the location of the AOA Access Area: See Sheet C206.
- Q.168 Reference Drawing C704 & C709 Please provide design/details for the concrete curb islands and bollards at the access control equipment.
- R.168 Per FDOT Index #300.
- Q.169 Reference Drawing C609 The enlarged pump station plan indicates a fence around the station. Please clarify what type fence is required here and also the height of the fence.
- R.169 As indicated on Sheet C609, the fence is a 6-ft high PVC fence.
- Q.170 Reference L905 detail 6. Plan indicated 36" height of voided area between intensive profiles for palms. Please confirm structure at perimeter will be structurally sound to hold weight of adjacent soil.
- R.170 As part of the green roof drain chamber submission, a letter from the manufacturer or fabricator is needed confirming they've provided sufficient internal bracing.
- Q.171 Pavement section A-A on sheet C262-CO shows type D curb on one side of the profile detail, and the call out says type F. Please clarify.
- R.171 Addendum No. 3 corrected this callout to indicate FDOT Type 'D' curb.

- Q.172 Phasing notes indicate a "paved temporary staging area for developer G.C." Please clarify what material is proposed for this area. Is it required to be asphalt paved or will a crushed concrete laydown be sufficient?
- R.172 Asphalt pavement is the minimum requirement for this area.
- Q.173 In 00700 2.06(I), it says that the Contractor shall maintain insurance in favor and for the benefit of the Owner for all Owner Direct purchase materials, equipment, supplies and furnishings. It is unclear if the Owner Direct Purchase items referenced in 00700 2.06(I) are.3 only items that would otherwise be purchased by Contractor to build the Project but for the tax savings program, or if other Owner Purchased Items are expected to be covered (e.g.- FF&E, etc.). In order to properly price insurance coverage for "other" Owner provided items (if any), it is helpful to know what the items are going to be, and an approximate value. For the purposes of the bid, can the Owner provide a list and approximate values of all "other" items that are to be furnished by Owner but insured by Contractor?
- R.173 The estimated value of FF&E is approximately \$2.8 million. The Contractor will provide insurance for the Owner's FF&E.
- Q.174 Section 00650, 1.01 (a)(4) states that the Contractor is to procure Builders Risk insurance and the coverage limits are the lessor of the contract sum or \$5,000,000 whichever is less. Later in the same section it states that the limits of coverage will be \$(bid amount) amount to be inserted after bid is open. For a project of this size it is industry standard to have the builders risk limits match the contract amount, and not have an arbitrary lower limit. Is it the authority's intent to have the required limits of builder's risk be the full contract value, or the lessor of the contract value or \$5,000,000 whichever is less?
- R.174 Contractor shall provide "all risk" or special perils Builder's Risk coverage including Named Wind with a sufficient limit, including "soft costs", extra and expediting expense coverage to fully protect and make the Owner whole from a loss. The Owner anticipates the coverage limit purchased to equal or exceed the contract amount with deductibles or retention amounts acceptable to the Owner. See attached revised Section 00650 INSURANCE REQUIREMENTS.
- Q.175 Is badging required at the AOA work areas? If yes, what are the costs of the badges?
- R.175 Yes, SIDA badges are required to be in the AOA; however, if a Contractor or subcontractor is on property for 1-2 weeks, then Contractor or subcontractor could be under escort by an authorized SIDA badge holder with "Escort" printed on Contractor or subcontractor's badge. See R.278.

- Q.176 Are the costs for the Building Permits to be paid by the Owner or the GC?
- R.176 Building permits will be paid for by Contractor.
- Q.177 Is this a USGBA LEED certified project?
- R.177 No.
- Q.178 Please provide a copy of the Geotechnical Report?
- R.178 The geotechnical report was posted on the Authority website with the posting of Addendum No. 3.
- Q.179 Can you please confirm whether there is any contaminated soils or hazardous materials on the existing site?
- R.179 The former Thrifty petroleum site (FAC ID 298625617) is in the process of being closed by FDEP and Hertz Corporation. A small area of low level PAH-impacted soils will remain onsite in accordance with Florida Statutes. There are no special requirements for this soil. The location is provided on the attached specific-purpose survey provided by Hertz Corporation entitled Sketch & Description, TIA Former Thrifty Car Rental, prepared by Survtech Solutions, Inc., dated 9/27/18. FDEP's forthcoming site rehabilitation completion order is expected to include a reference to FDEP's Oculus electronic document management system. Oculus is the official document repository for this site. At the former Avis petroleum site (FAC ID 298624865) contaminated soils are being removed at the time of this writing with substantial completion scheduled for 12/6/18. Soils associated with the former Hertz arsenic site are addressed in the documents. The Owner is not aware of any hazardous materials on the site.
- Q.180 Spec section 024116 paragraph 1.8.F states "a report on the presence of hazardous materials in on file for review and use". Please provide a copy of this report.
- R.180 See the asbestos survey for the cell lot restrooms that was posted on the Authority website with the posting of this Addendum No. 4. The report indicates no asbestos requiring abatement was identified. The Owner is not aware of any hazardous materials on the site. See R.179.
- Q.181 Are 2ND-tier subcontractors and vendors acceptable for inclusion for the MWBE goal of 14.4%? If yes, what is the proper procedure for submitting the WMBE Letters of Intent from these 2nd tier subcontractors?
- R.181 Participation by second tier W/MBE subcontractors can be counted toward the W/MBE goal. Please note, if the first tier subcontractor is a not a W/MBE firm, only the value of the work performed by the second tier W/MBE subcontractor can be counted toward

the goal. The letter of intent should be signed by the Bidder (not the first tier subcontractor) as written documentation of the Bidder's commitment to use the W/MBE subcontractor whose participation it is submitting to meet the goal. The letter of intent also should be signed by the W/MBE subcontractor as written confirmation of the kind and amount of work the W/MBE is to perform and commitment to participate in the Bid.

Woman and Minority-Owned Business Enterprise (W/MBE) Policy and Program full version can be accessed at http://www.tampaairport.com/dbe-policies.

- Q.182 Sheet C704 new proposed road does not indicate what materials should be assumed, Asphalt/Concrete, FDOT standard/ Light duty/Heavy Duty? Please provide cut detail similar to sheet C601 for correct application.
- R.182 Refer to attached revised Sheet C709.
- Q.183 Sheet C704 indicated new fencing to be installed, but no reference detail is provided for Height/materials/footing requirements. Please provide missing detail.
- R.183 Match existing material/height/footings. Refer to attached revised Sheet C704.
- Q.184 Sheet C704 indicated two 12' wide gates, but the detail provided on sheet C709 is for a cantilevered sliding gate system. Is the intent to have one full length sliding gate that operates in two different directions. Please clarify
- R.184 See R.53 (a). Refer to attached revised Sheet C709. The intent of the design is to have two 12' gates.
- Q.185 Sheet C707, pipe size and material is not identified from MES # 4 to MES #5. Please provide missing information.
- R.185 Refer to the attached revised Sheet C707.
- Q.186 Sheet C205-1 indicates during phase 1 operations a requirement for Temporary ADA accessible luxury restroom facilities which must be plumbed and wired to adjacent facilities. Please provide layout of temporary facilities.
- R.186 Temporary facilities shall, at a minimum, equal the fixture counts/types and user services/amenities provided by the existing restroom building to be demolished. Final temporary restroom facility/layout shall be approved by Owner prior to installation.
- Q.187 Sheet C208AO what is the ground condition underneath the proposed flight boards? Concrete pavement? Please clarify and thickness required.

- R.187 The ground underneath the flight boards are Floritam St. Augustine sod, See Sheet L220A0.
- Q.188 Sheet C212A0 shows a Retaining wall along the stormwater pond expansion area but no detail information regarding the wall components. Is this part of our scope of work? IF so, what is the footing size, what is the wall made of (CMU or Concrete). Please provide detail cut section.
- R.188 A generic detail is shown on Sheet C602 for informational purposes only. Contractor shall solicit and obtain signed & sealed wall construction details from a specialty wall contractor, chosen by the Contractor. The wall design, permitting and installation shall be by the Contractor. The Contractor shall submit to the engineer the signed & sealed shop drawings for review and approval.
- Q.189 On Sheet C215DO please provide the description or cut detail for the barrier wall that is shown adjacent to the 10' pedestrian walkway connects to existing at the bottom right hand of the sheet.
- R.189 No barrier walls are proposed. Guardrail is proposed and a description is included on Sheet C211D0. See attached revised Sheet C215D0 for clarification.
- Q.190 Please confirm that the 8" PCV fire lines which are capped for future use as identified on sheet C221A0 are correct and not 8" DIP lines.
- R.190 8" PVC fireline has been substituted to DIP as part of this Addendum No. 4. Refer to attached revised Sheet C221AO.
- Q.191 Sheet C222B0 shows a sanitary storm line of 6" running adjacent to the roundabout, but the arrow designation indicates 8" PVC SS @ 1.8%. Which is the correct pipe size?
- R.191 The correct size is 6" sanitary sewer. Refer to attached revised Sheet C222B0 for length / slope.
- Q.192 Spec Section 083493 OH Coiling Smoke Curtains Paragraph 2.3 A 1 Calls for a Fire Rating: 120 minutes. Fire Rated curtains cost more than just the Smoke Rated curtains. Drawings and Life Safety sheets call for a Smoke Rating not a fire rating for this area? Do we need to bid a fire rated system or just a smoke rated system?
- R.192 See R.128.
- Q.193 Please provide the locations and fire ratings for the Intumescent Mastic Fireproofing.
- R.193 Intumescent mastic coating is required for all curtain wall wind beam structures. Refer to Detail 6 on Sheet A470.

- Q.194 Please provide sizes for the steel members shown on drawing A810 and A814.
- R.194 Per Specification 10 1200, Part 1.4.A and 1.4.B, the details shown on Sheets A810 and A814 refer to "delegated design" items. Submittals will require drawings prepared, signed and sealed by an Engineer registered in the State of Florida.
- Q.195 Who will be providing the vehicle charging stations for this project?
- R.195 The Contractor is responsible for providing vehicle charging stations. Refer to new Specification 26 2653.
- Q.196 Where is the interconnection for the Low Voltage system for this project coming from?
- R.196 Design drawings show a riser for each low voltage system included in the Project. Depending on the system, those interconnections points are different. See Sheets T601 to T605.
- Q.197 Will set screw connectors and couplings be allowed in the walls and not accessible areas?
- R.197 No. Owner design guidelines and specifications do not allow set screw fittings for EMT. EMT fittings are to use compression type with insulation throat for connectors.
- Q.198 Can MC cable be allowed for fixture whips from the junction box?
- R.198 No.
- Q.199 Drawing AG801 General Note 12-Please indicate if signage vendor is required to change out light fixtures.
- R.199 Yes.
- Q.200 Drawing AG801 General Note 14-Please indicate the longest time-period for shutting down a single lane.
- R.200 See R.243.
- Q.201 Drawing AG801 General Note 14-Please indicate the maximum number of lanes that can be shut down at one time.
- R.201 See R.244.

- Q.202 Drawing AG801 General Note 17-Please indicate the size, quantity and placement of sign covers.
- R.202 Refer to Exterior Signage Detail Drawings AG802, AG803 and AG804 for new and replacement sign panel sizes, quantities and locations.
- Q.203 Spec Section 10400 Paragraph 3.5.A: a.When patching and painting how much of the area is to be covered? b.Responsibility of approved paint color not matching (IE. Fading of original color)?
- R.203 a. The damaged area must be painted and patched and blended with adjacent surfaces so as to conceal that a repair has occurred
 - b. Contractor must match the existing paint color.
- Q.204 Base Connection 1 (sheet AG858) a.Responsibility for floor correction? b.Verify 6' whip is supplied. c.Is base plate to be installed prior to floor pour? d.Due date for base plate to be installed?
- R.204 a. Responsibility of work/scope split to be determined by the Contractor.
 - b. Responsibility of work/scope split to be determined by the Contractor.
 - c. Sequence of installation to be determined by Contractor as means and methods of construction.
 - d. Timing of installation to be determined by Contractor as means and methods of construction.
- Q.205 Sign Type B4. D a.Please indicate metal to be used currently shows aluminum post to be welded to steel.
- R.205 Aluminum.
- Q.206 Base Connection 2 & 5 (sheet AG858) a. Verify connection from connection plate to steel beam is by others. b. Verify 6' whip is supplied. c. Verify alteration of pole cover by others.
- R.206 a. Responsibility of work/scope split to be determined by the Contractor.
 - b. Responsibility of work/scope split to be determined by the Contractor.
 - c. Responsibility of work/scope split to be determined by the Contractor.
- Q.207 Base Connection 3 (sheet AG858) a.What is the preferred method of attachment?
- R.207 Connection to floor framing members shall be designed by an engineer licensed in the State of Florida, and signed and sealed drawings and calculations provided to the design team for review.

- Q.208 Sign Type F1 a.Is the security equipment and connections by others? b.Verify 10' whip is supplied. c.Verify sign face attachment.
- R.208 a. Responsibility of the scope of work split is to be determined by the Contractor
 - b. Responsibility of the scope of work split is to be determined by the Contractor
 - c. Refer to Detail 3 on Sheet AG829.
- Q.209 Sign Type H1 a. Verify 6' whip is supplied.
- R.209 Responsibility of the scope of work split is to be determined by the Contractor.
- Q.210 Sign Type G1 G3 G4: a.Please supply attachment method.
- R.210 Sign Types G1, G3 and G4 install into the Glass Elevator Cladding system, per Sheet A534. Refer to Sheet A813 for details pertaining to this finish system.
- Q.211 Please provide the steel member sizes for the Steel Fencing shown on 1/A355 and 1/A356. What is the finish of this fence?
- R.211 Refer to Sheet S501 for steel sizes shown in Detail 1 on Sheet A355. A fence is not depicted on Sheet A355, but a glass screen wall. There are no steel sections shown for the Architectural Fence shown in Detail 1 on Sheet A356. Fence is to receive a powder coated finish to match the adjacent existing fence. Refer to attached revised Sheet A429.
- Q.212 Please provide details for the Steel Fence shown on Drawing A201B3. It is located just South of Column Line P.3.
- R.212 Refer to the attached revised Sheet A201B3.
- Q.213 Note 05 5000.01 "Metal Bollards" on drawing A201B3 Please provide details.
- R.213 Refer to Sheet S302.
- Q.214 Who is to provide lighting control system, Electrical Contractor or BAS Contractor? See riser diagram on drawing E913 (indicates Electrical Contractor) See spec section 26 0943, page 1 of 18, 1.1 (indicates BAS Contractor. Please clarify.
- R.214 Electrical Contractor to provide. The BAS system will monitor through connection.
- Q.215 Is this project to be modeled (BIM)? If so, can you provide outlined scope? Please clarify.
- R.215 See R.95 and R.96.

- Q.216 Who is to provide motorized shade system? On drawing E900, Note #3 refers to Electrical install but this system is listed in spec section 12 2413. Please clarify.
- R.216 The Contractor.
- Q.217 Can we substitute CSA approval for an acceptable substitute for UL approval for our manufactured signs?
- R.217 CSA/US is an acceptable alternate to UL approval. CSA alone is not.
- Q.218 Should we assume there is a temporary printed cover for each of the 20 Roadway signs or is there a lesser number needed?
- R.218 All new and replacement signs need a cover. See R.202.
- Q.219 C209B0 L510 Drawing C209B0 calls out concrete sidewalk surrounding proposed fountain, however drawing L510 shows this sidewalk as unit paver (P-101). Please clarify.
- R.219 Refer to Sheet C213B0 issued with Addendum No. 3. Hardscape area to be paver (P-101). See Sheet L510.
- Q.220 C206 L511 Drawing C206 shows area around proposed cell lot restroom as concrete sidewalk, however drawing L511 shows this sidewalk as unit paver (P-105). Please clarify.
- R.220 Hardscape area to be poured concrete. Joints illustrated in plan and detail on Sheets L511 and L610 respectively.
- Q.221 Spec 12 5000 Spec 12 5000 doesn't include information on manufacturer and model of furniture. Please provide.
- R.221 See R.58.
- Q.222 14 2123 Please provide elevator interior elevations and plans.
- R.222 Refer to attached new Sheet A551.
- Q.223 AG203E1 Drawing calls out sign "3-04 Primary A" but there are no details on signage sizing and graphics. Please advise to the nature of this sign.
- R.223 Sign is an existing internally illuminated, sign box similar to all other directional signs at the Airport. The scope is replacing the existing acrylic sign message panel with a new one. Same material as all new directional signs, 3/16" acrylic. Size is indicated on the drawing.

- Q.224 Spec 27 1000 Section 27 1000 Structured Cabling 2.6 D states the cable for the category 6A shall be plenum rated. 2.7 D states the category 6 cable shall have the appropriate cable jacket for the environment it is installed. Please confirm is all category 6A and 6 cable needs to be plenum rated?
- R.224 See R.32.
- Q.225 Sheet T604, detail #1 Sheet T604 detail #1, please provide specifications for the Emergency/Assistance Call Station phones.
- R.225 See R.60.
- Q.226 Spec 27 1000 Section 27 1000 Page 2 of 34 states "eVIDS AND OUTDOOR LED SIGN INSTALLATION. The SCS installer shall provide the labor and all installation materials for the owner provided flat panel displays and outdoor LED signs this scope of work includes providing the display mounts, screens, anchors and patch cords to connect to the owner provided computers in the signs. Is the supply and installation of the fiber optic transceivers used to take the video signal to the eVIDS system are also included in this scope of work? Also, in this statement it says that the "flat panel displays" are owner provided but also says with regard to the SCS installer "this scope of work includes providing the screens". Was the "provide the screens" statement a typo or is a screen required? If so, what kind of screen?
- R.226 See R.33.
- Q.227 Spec 27 1000 Do the EVID enclosures need to be included in the AV bid or will they be supplied and installed by others? If they need to be included, do you have detailed drawings for the enclosures?
- R.227 See R.62.
- Q.228 Spec 27 1000 The screens appear to be outdoors (aside from the enclosures). With that in mind, are there any special requirements (material, or a specific manufacturer or model number?) for the mounts?
- R.228 See R.64.
- Q.229 Spec 27 1000 What flat panel displays (size, manufacturer model number) will be supplied by the owner?
- R.229 See R.65.

Q.230 Electrical System Do U2-1, U3-1, U4-1, U5-1 and HCLP-3 circuits have to be run through the normal lighting control panel?

R.230 See R.36.

Q.231 Electrical System Does HCPL-1 lighting circuit (Cell Phone Lot) have any type control?

R.231 See R.37.

Q.232 E913 Print E913 shows a push button lighting control station but there is no any on the prints?

R.232 See R.38.

Q.233 E700, E701 Lighting schedule shows S1 as an RGB projector but it's located on stairs' prints E700 and E701, are these references correct?

R.233 See R.39.

Q.234 Electrical Fixtures Fixtures L, LD and SA are not on the prints.

R.234 See R.40.

Q.235 E101 Print E101 has 8 type D fixtures on a grass area, is this reference correct?

R.235 See R.41.

Q.236 E101 "Print E101 general lighting notes refer to remote motion sensors for Cell Phone Lot and Façade Lighting but there are not any sensors on the prints."

R.236 See R.42.

Q.237 E913 Occupancy sensor schedule has the Photocell type DLC-PD-DIM, this photocell does not match with lighting control diagram on print E913.

R.237 See R.43.

Q.238 E201B3, E202B3, E700 Escalator lights (1st to 3rd floor), prints E201B3 and E202B3 has 5 fixtures per escalator, print E700 detail 2 has 6 fixtures per escalator. What quantities are correct?

R.238 See R.44.

- Q.239 Div 23, Div 26 No spec has been provided in Divisions #23 or #26 for combination motor starters and there are quite a few of them in this scope. Please provise a spec for same.
- R.239 See R.45.
- Q.240 T601 "The spec book states that "CAT6A for WAPs, CAT6A for all other applications" plans call for CAT6 (example sheet T601 keyed note 3). Please verify which source is correct."
- R.240 See R.31
- Q.241 T723 "There are details for the camera mounts (T723), but no detail on the cameras. Is there a camera schedule available?"
- R.241 See R.34
- Q.242 T603 "Is there a mounting detail available for "ceiling microphones" (T603) and what is the requested model?"
- R.242 See R.35
- Q.243 10 14 00 Please indicate the longest period of time for shutting down a single traffic lane during signage install.
- R.243 Typical overnight lane closures are for six hours. See Section 01110 AIRPORT PROJECT PROCEDURES.
- Q.244 10 14 00 Please indicate the maximum number of lanes of traffic that can be shut down at once.
- R.244 One lane in each direction must be maintained. See Section 01110 AIRPORT PROJECT PROCEDURES.
- Q.245 10 14 00 Please indicate sign cover location, size, and quantity.
- R.245 See R.202.
- Q.246 10 14 00 Section 3.5 Please indicate how much of the area is to be covered when patching and painting existing signage. Please also indicate who is liable in the event that approved paint color does not match that of existing signage.
- R.246 See R.203.

- Q.247 AG858 Detail 1/AG858 indicates base connection for sign type B4.D. Please confirm if 6' whip is supplied by owner, if base plate must be installed prior to floor pour, and please indicate due date for base plate to be installed.
- R.247 See R.204.
- Q.248 AG858 Please indicate if sign type B4.D is aluminum or steel. Drawing currently shows aluminum post welded to steel sign.
- R.248 See R.205.
- Q.249 AG858 Connection for sign type A6.D is not specified in detail 3/AG858. Please indicate preferred method for attachment.
- R.249 See R.207.
- Q.250 Div. 0 Please advise if there is a wage scale determination to be followed for this project.
- R.250 Davis Bacon wages do not apply to this Project.
- Q.251 00100, 1.09 00417 W/MBE Participation / 00430 Subcontractor's List Please consider changing the submission of the Subcontractors Listing (Section 00430) and the W/MBE Assurance & Participation (Section 00417) to 24 hours after submission of the price proposal which will allow the prime bidders to focus on the Price. This will enable more competitive pricing to HCAA. Both the price proposal and subcontractor listing could be opened simultaneously. HCAA would simply hold the price proposals for 24 hours then open publicly along with the subcontractor listing and M/WBE listing.
- R.251 See R.7 and R.8.
- Q.252 Spec section 26 0943, page 1 of 18, 1.1,. Drawing E-913 Who is to provide lighting control system -- Electrical Contractor or BAS Contractor? See riser diagram on drawing E913 (indicates Electrical Contractor) See spec section 26 0943, page 1 of 18, 1.1 (indicates BAS Contractor) Please clarify.
- R.252 See R.214.
- Q.253 Drawing E900, Note #3 Spec section 12 2413 Who is to provide motorized shade system? On drawing E900, Note #3 refers to Electrical install but this system is listed in spec section 12 2413. Please clarify.
- R.253 See R.216.

- Q.254 9/AG801 Are Holophane light fixtures used on roadway overhead sign panels owner provided or to be provided by GC?
- R.254 The fixtures identified are not Owner provided.
- Q.255 Please consider extending the RFI deadline by one additional week to allow more time to vet the documents with the bid being 3 weeks away.
- R.255 The October 3, 2018 Request for Clarifications deadline remains. The due date for submission of the Bid was revised to October 31, 2018 by 2:00 p.m. with Addendum No. 3.
- Q.256 AG812 Detail E on AG812 indicates that structural steel sheet will display signage attachment details. Please provide sheet number or detail sign cabinet mounting details.
- R.256 Refer to Sheets AG850 through AG858.
- Q.257 10 14 00 Please indicate spaces in atrium that can be temporarily used to store interior signs. Please also provide schedule for signage installation on roadways and in building interior, and clarify vehicular accessibility for interior signage installation.
- R.257 Locations for temporary storage of interior signs is to be determined by the Contractor.

 Refer to Sheet AG801, "General Notes Roadway Signs" for direction on installation schedule. Vehicular access for interior signage installation to be determined by the Contractor.
- Q.258 AG830 Please indicate party responsible for building security camera installation.
- R.258 Responsibility of work/scope split to be determined by the Contractor.
- Q.259 051200, 1.4B Div 051200, section 1.4B references LRFD Bridge Design Specification/Construction Specifications. This is normally done on DOT/Highway projects, not necessarily for pedestrian bridges. Please confirm that the LRFD Third Edition Manual of Steel Construction for Buildings will suffice for this project.
- R.259 Correct. AISC Manual of Steel Construction for Buildings will be used for this Project.
- Q.260 051213, 1.6 Div 051213, section 1.6, A requires shop painting applicators to be qualified according to the AISC Sophisticated or SSPC-QP3 certifications. Please confirm that these certifications can be waived.
- R.260 Yes, this requirement will be waived.

Q.261 08 6300 "The west glass canopy is less than 30' 0" above grade, therefore requiring a large missile tested system. The glass spacing at this area seems to indicate four bays at 9' 0" on center and a slope of 9' 9" – both without interruptions. In order to accommodate the design intent, the length must be divided into 8 bays of 4' 6" and the slope divided in half. This allows for use of a glass size that most manufacturers have tested for hurricane impact systems.

No skylight systems have been tested and passed with an 87 sq. ft. lite of glass in either a large or small missile certification. Spanning almost 20' 0" horizontally across the opening with a nominal 1/12 pitch will produce tremendous lateral thrust at the sill.

We suggest for the steel subcontractor to provide a continuous steel member under the ridge, allowing the skylight to attach to steel at this point and minimize outward thrust under hurricane wind loads."

- R.261 See R.29.
- Q.262 Referencing drawing AG830 Please provide method of attachment for the face of sign F1.C.
- R.262 Refer to Detail 3, Part B, on Sheet AG830. Countersunk screws.
- Q.263 Referencing drawing AG833 and AG834 Please provide method of attachment for signs G1, G3, G4.
- R.263 See R.210.
- Q.264 Referencing drawing AG801 General Notes: Roadway Signage. Please clarify if the signage subcontractor is to change all lights for the roadway structure being worked on, or just at the sign panel being changed.
- R.264 See Note 12---add lighting as required to match existing.
- Q.265 Referencing drawing A820 detail 5. Detail shows an entrance floor mat and it references section 12 48 19 for additional information. We cannot find an entrance floor mat in the Architectural /Interior design drawings or a depression on the structural drawings for this floor mat. Also, there is no section 12 48 19 provided in the specifications. Please confirm that the entrance floor mats are not part of this project and recessed in the concrete slab is not required.
- R.265 Refer to attached revised Sheet A820. Detail 5 has been deleted.

- Q.266 Referencing drawing A810 EVIDS structure inside the Atrium Building. Drawing refers to structural drawings for post and structural information. The structural drawings do not show this structure. How are these anchored to the structure at the ground level and 4th floor locations where they are located? and Please clarify.
- R.266 See R.194.
- Q.267 Who is to provide lighting control system Electrical Contractor or BAS Contractor? See riser diagram on drawing E913 (indicates Electrical Contractor). See spec section 26 0943, page 1 of 18, 1.1 (indicates BAS Contractor). Please clarify.
- R.267 See R.214.
- Q.268 Who is to provide the motorized shade system? On drawing E900, detail 7, General Note #3 indicates that they are Owner Furnished, yet this is not mentioned in spec section 12 2413. Please clarify.
- R.268 See R.216.
- Q.269 Referencing drawings A461 and A401. What is the R-value for spray thermal insulation?
- R.269 See R.126.
- Q.270 Drawings C205-1 through C205-4 are the Construction Phasing Plan drawings. C205-3 indicates Phase 3 and the delivery of the Cell Phone Lot, while C205-4 indicates Phase 4 and the delivery of the Atrium, Bridge, and Rental Car Center Curbside Extension. Section 00510 indicates that the Milestone Dates for the Cell Phone Lot and the Rental Car Center Curbside Expansion are both to be November 1, 2019. Is the RCC Curbside Expansion milestone date May 1, 2020 to match the Phasing drawings, or November 1, 2018 to match Section 00510? Please clarify.
- R.270 Refer to revised phasing plans issued with Addendum No. 3.
- Q.271 Referencing drawing S200A2. This drawing shows the structural framing for the flight information display boards at the cell phone lot. We do not have any other information on these signs in the architectural or signage drawings. Are we just to provide the structure only? Are we to provide any other finishes besides the high-performance coatings? Please confirm.
- R.271 Only structural framing is shown. Any ancillary items will be provided by and installed by vendor.

- Q.272 One of the clarifications we would like is the "digital printed glass" as noted on the architectural drawings -vs- the specifications. In regard to the "wall cladding" mounting systems (Captured Frame System), we can also offer a system that does not require any plywood as called out in the specification along with multiple other economical saving options.
- R.272 The scope of work shall be bid according to the Project drawings.
- Q.273 Plan Sheet C251 shows 16 Inspection Boxes however no detail of Inspection Box is provided. Kindly provide detail of the proposed Inspection Boxes.
- R.273 Inspection boxes are detailed in the FDOT Design Standards, Index 245. Refer to attached revised Sheet C252 referencing this index.
- Q.274 Is this project a prevailing wage project? If so can we get provided with the latest wage scale being used on this project?
- R.274 See R.250.
- Q.275 Will the fire alarm system be provided by the owner on this project or will it need to be included on the electrical bids?
- R.275 Electrical bids.
- Q.276 Will the security system and CCTV system need to be included or will it be provided by the owner?
- R.276 See responsibility matrix for low voltage system is indicated in Specification Section 270010 pages 20 and 21.
- Q.277 Will structured cabling and low voltage systems need to be included in the electrical pricing?
- R.277 See R.276.
- Q.278 What will be the badging cost and requirements for this project?
- R.278 The current cost for a SIDA construction badge cost is \$60 per new badge and \$300 for lost/unaccounted badges.
- Q.279 Will there be any supplemental labor requirements for this project? Ex. disadvantaged employees
- R.279 See Section 00417 WOMAN AND MINORITY OWNED BUSINESS ENTERPRISE ASSURANCE AND PARTICIPATION.

Q.280 Where are the cutsheets for any owner provided equipment?

R.280 Cut sheets for Owner provided equipment are not available at this time.

Q.281 Will there be any night work requirements for the work on the bridge? If so when will the work be allowed?

R.281 See R.85.

Q.282 Will the buy American Act be in effect on this project?

R.282 No.

Q.283 Who will conduct the GPR if needed on this project?

R.283 GPR has been conducted by Stantec for the purposes of developing the design. If any further GPR is required, the Contractor will be responsible for the GPR.

Q.284 Who will be providing the vehicle charging stations for this project?

R.284 See R.195.

Q.285 Is NEMA 4X going to be required for this project or can NEMA 3R be used in the wet locations?

R.285 Wherever NEMA 4X is called for, it shall be used. NEMA 3R plastic shall not be used anywhere outdoors. For electrical disconnect switches and/or starters, the Owner Design Criteria Manual states all disconnects mounted at exterior needs to be rated NEMA 4X.

Q.286 Where is the interconnection for the Low Voltage system for this project coming from?

R.286 See R.196

Q.287 Will set screw connectors and couplings be allowed in the walls and not accessible areas?

R.287 See R.197.

Q.288 Can MC cable be allowed for fixture whips from the junction box?

R.288 No.

Q.289 The West Glass Canopy is less than 30' 0" above grade, therefore requiring a large missile tested system. (Linel NOA Report attached hereto) The glass spacing at this area seems to indicate four bays at 9' 0" on center and a slope of 9' 9" – both without interruptions. In order to accommodate the design intent, the length must be divided into 8 bays of 4' 6" and the slope divided in half. This allows for use of a glass size that most manufacturers have tested for hurricane impact systems. No skylight systems have been tested and passed with an 87 sq. ft. lite of glass in either a large or small missile certification. Spanning almost 20' 0" horizontally across the opening with a nominal 1/12 pitch will produce tremendous lateral thrust at the sill. Suggest for the steel subcontractor to provide a continuous steel member under the ridge, allowing the skylight to attach to steel at this point and minimize outward thrust under hurricane wind loads.

R.289 See R.29.

- Q.290 Note that the Miami/Dade County NOA 15-1124.05 for the current listed skylight manufacturer is set to expire on November 18, 2018. The Miami/Dade County NOA approval for Linel (attached) are valid until 2023.
- R.290 See R.29.
- Q.291 Section 27 1000 Structured Cabling 2.6 D states the cable for the category 6A shall be plenum rated. 2.7 D states the category 6 cable shall have the appropriate cable jacket for the environment it is installed. Please confirm is all category 6A and 6 cable needs to be plenum rated?
- R.291 See R.32.
- Q.292 Sheet T604 detail #1, please provide specifications for the Emergency/Assistance Call Station phones.
- R.292 See R.60
- Q.293 Section 27 1000 Page 2 of 34 states "eVIDS AND OUTDOOR LED SIGN INSTALLATION. The SCS installer shall provide the labor and all installation materials for the owner provided flat panel displays and outdoor LED signs this scope of work includes providing the display mounts, screens, anchors and patch cords to connect to the owner provided computers in the signs. The supply and installation of the fiber optic transceivers used to take the video signal to the eVIDS system are also included in this scope of work. a.Do the EVID enclosures need to be included in the AV bid or will they be supplied and installed by others? If they need to be included, do you have detailed drawings for the enclosures? b.In this statement it says that the "flat panel displays" are owner provided but also says with regard to the SCS installer "this scope of work includes providing the screens". Was the "provide the screens" statement a typo or is

a screen required? If so, what kind of screen? c.eVID's appear to be outdoors (aside from the enclosures). With that in mind, are there any special requirements (material, or a specific manufacturer or model number?) for the mounts?

R.293 See R.33.

Q.294 What flat panel displays (size, manufacturer model number) will be supplied by the owner?

R.294 See R.65.

Q.295 Do U2-1, U3-1, U4-1, U5-1 and HCLP-3 circuits have to be run through the normal lighting control panel?

R.295 See R.36.

Q.296 Does HCPL-1 lighting circuit (Cell Phone Lot) have any type control?

R.296 See R.37

Q.297 Drawing # E913 shows a push button lighting control station but there is not any shown on the documents.

R.297 See R.38

Q.298 Lighting schedule shows S1 as an RGB projector but it's located on stairs' prints E700 and E701, are these references correct?

R.298 See R.39

Q.299 We cannot find Fixtures L, LD and SA on the Construction Documents as described in the electrical documents.

R.299 See R.40.

Q.300 Drawing #E101 has 8 type D fixtures on a grass area, is this reference correct?

R.300 See R.41.

Q.301 Drawing #E101 general lighting notes refer to remote motion sensors for Cell Phone Lot and Façade Lighting but there are not any sensors on the prints

R.301 See R.42.

Q.302 Occupancy sensor schedule has the Photocell type DLC-PD-DIM, this photocell does not match with lighting control diagram on drawing #E913.

R.302 See R.43.

Q.303 Escalator lights (1st to 3rd floor), prints E201B3 and E202B3 have 5 fixtures per escalator, print E700 detail 2 has 6 fixtures per escalator. Please verify quantity required?

R.303 See R.44.

Q.304 Please provide specifications for Divisions #23 or #26 for combination motor starters.

R.304 See R.45.

Q.305 Is this project a prevailing wage project? a.lf so can we get provided with the latest wage scale being used on this project?

R.305 See R.250.

Q.306 Will the fire alarm system be provided by the owner on this project?

R.306 See R.275.

Q.307 Will the security system and CCTV system need to be included.

R.307 See R.276.

Q.308 What will be the badging cost and requirements for this project?

R.308 See R.278.

Q.309 Are there cutsheets for any owner provided equipment available?

R.309 See R.280.

Q.310 Is NEMA 4X going to be required for this project or can NEMA 3R be used in the wet locations?

R.310 See R.285.

Q.311 Will set screw connectors and couplings be allowed in the walls and not accessible areas?

R.311 See R.197.

- Q.312 Can MC cable be allowed for fixture whips from the junction box?
- R.312 See R.288
- Q.313 In reference to the specification 10 2813, individual purse/bag holders at stalls in Women's restrooms A-1/CA-1 are not shown on the plans, but locations are called out in the specifications. Please confirm this item is within the base contract.
- R.313 Refer to attached revised Drawings A502, A506, A530, A531 & A538.
- Q.314 In reference to the specification 10 2813, automatic soap dispensers A-9/CA-9 are called out to be wall-mounted. The interior elevations show them to be sink-mounted. Are the soap dispensers to be wall-mounted per the spec or sink-mounted per the drawings (as this requires holes in the vanity counters)?
- R.314 A-9/CA-9 automatic soap dispensers are to be wall mounted per Specification 10 2813. A-24/CA-24, as added in Addendum No. 3, are to be sink-mounted soap dispensers and will require coordination with the vanities. All locations on drawings updated per this Addendum No. 4.
- Q.315 In reference to the specification 10 2813, paper towel dispensers for Janitor Closets are called out in the spec, but not shown on the floor plans or elevations. Please confirm these items to be within the base contract.
- R.315 Paper Towel dispenser B-1 as listed in specification 10 2813 is to be included in the base Contract. Refer to attached revised Drawings A506 & A502 for Atrium and Cell Lot Toilet Rooms.
- Q.316 In reference to the specification 10 2813, liquid soap dispensers for Janitor Closets are called out in the spec, but not shown on the floor plans or elevations. Please confirm these items to be within the base contract.
- R.316 Liquid Soap Dispenser J-6 as listed in Specification 10 2813 is to be included within the base Contract. Refer to attached revised Drawings A506 & A502 for Atrium and Cell Lot Toilet Rooms.
- Q.317 Women's restroom on first floor has a sanitary napkin vendor A-6 and the cellphone lot women's restroom does not. Is an A-6 vendor unit to be located in women's cellphone lot restroom?
- R.317 Yes. CA-6 has been added to the cellphone lot restrooms. Refer to attached revised Sheet A502.

- Q.318 In reference to the specification 10 2813, Basis-of-Design manufacturer and model is not provided for item A-4 Waste Receptacle. Please provide approved Basis-of-Design manufacturer(s) and model(s) for the assembly called for in the specs. If manufacturer or model are not available, please provide details.
- R.318 Refer to Sheet A416 issued with Addendum No. 3.
- Q.319 On Life Safety floor plans, please indicate locations of stainless steel corner guards called out in the specifications as well as indicate their length(s) on the interior elevations.
- R.319 Stainless steel corner guards will not be shown on the Life Safety plans.
- Q.320 Please indicate on life safety plans, where the AED is to be located.
- R.320 Refer to Sheets A201B3 and A204B3 for locations of EVIDs structures (Detail 5 on Sheet A810). AED's are housed in the EVIDs structure.
- Q.321 Please define what is meant by "Wainscot" height in spec 10 2813, relating to the installation of 48" x 96" sheeting of Abuse Resistant Wall Coverings.
- R.321 Material to extend up to 48" AFF.
- Q.322 Please provide paving, grading, and drainage plans and details for temporary staging area as shown on C205-2
- R.322 Grading of that area shall mimic the proposed grading as shown on Sheet C212A0.
- Q.323 Have the plans been submitted for permitting review? Please advise permitting schedule.
- R.323 Yes. Plans are currently being reviewed/commented on by the City.
- Q.324 No geotechnical report has been provided indicating soil conditions, estimated water table heights, and other site information required for bidding. Please advise if a geotechnical report will be issued with the forthcoming addendum.
- R.324 See R.178.
- Q.325 Please advise the location of the existing fountain that is being relocated.
- R.325 Main Terminal, Blue Side Arrivals, First Floor.

- Q.326 Sheet C602 references a handrail to be provided "by others". Please advise if the aforementioned handrail will be provided outside the contract and not included in our bid.
- R.326 No handrail is proposed. The detail shown on Sheet C602 is a generic detail for informational purposes. See R.188.
- Q.327 Due to the extent of the above requests for information, we respectfully request an extension to the bid date of at least one week to review all information in detail and distribute to subcontractors and vendors for correct bidding.
- R.327 The due date for submission of the Bid was revised to October 31, 2018 by 2:00 p.m. with Addendum No. 3.
- Q.328 The highest point of the building is 88 feet above grade (103.0 NAVD) so cranes utilized for construction may extend as high as 70-90 feet above the bldg. approaching 200.00 NAVD. The structural steel erector will likely have the largest crane. Are there maximum height restrictions for cranes for this area?
- R.328 Yes, there are maximum allowable heights. Refer to Sheet C-205 issued with Addendum No. 3.
- Q.329 Referencing Specification Section 083493 OH Coiling Smoke Curtains Paragraph 2.3 A 1 Specifications Call for a Fire Rating: 120 minutes. Fire Rated curtains cost more than just the Smoke Rated curtains. Drawings and Life Safety sheets call for a Smoke Rating not a fire rating for this area? Do we need to bid a fire rated system or just a smoke rated system?
- R.329 See R.128.
- Q.330 Referencing Specification Section 10 2600 Wall and Door Protection, Part 2.4, and the interior design drawings The specifications and drawing 1000 call for WP-1 plastic sheet wall covering but the interior design drawings do no show a location. Please confirm that WP-1 is not required on this project.
- R.330 Refer to attached revised Sheets I201B3, I202B3, I203B3, and I204B3.
- Q.331 Referencing drawings C212A0, C213B0, and C214C0 There is a retaining wall shown along the Stormwater Pond Expansion Area. Drawing C401 details 2,4 and 7 appear to show this retaining wall as a cast-in-place concrete wall but does not provide construction details. C602 shows a typical detail for a modular block retaining wall. There is not currently a specification for modular block retaining walls included. Please confirm this wall is to be cast-in-place concrete and provide construction details include sizes and reinforcing requirements.

- R.331 See R.188.
- Q.332 Referencing drawing C602 for a typical modular block retaining wall. This detail shows a handrail located next to this wall, but this handrail is not located on any other site drawing for this wall. Please confirm a handrail is not to be installed along this wall.
- R.332 See R.327.
- Q.333 Referencing the two crosswalks across Sky Center Blvd indicated on drawings C209B0, C213B0, and L510: The Civil drawings say see landscape drawings, while the Landscape drawings say see the civil drawings. Please clarify the design intent of these two crosswalks.
- R.333 The crosswalk has been revised and now shows continuous asphalt along Sky Center Blvd with special emphasis crosswalk pavement marking. See attached revised Sheet C209B0.
- Q.334 Detail 2/L905 indicates an FRP Grate and then refers to detail 6/L906. Detail 6/L906 does not specifically identify FRP grating. Where and to what extent is this FRP grating required?
- R.334 Refer to attached revised Sheet L906.
- Q.335 Please provide for reference purposes the following various Geotechnical Reports stated within the contract documents, including:
 - •Final Report of Geotechnical Engineering Services indicated in Foundation Note 1 on drawing S001, as being prepared by Terracon.
 - •Those referenced in Specification Sections 31 2000, 31 2316, and 31 6329
- R.335 See R.99.
- Q.336 Drawing S707 provide details for new AVI Structure and AVI Pole Mounted Reader. Reference is made to see Civil drawings for locations. Where can these be found on the Civil drawings and how do they integrate with the surrounding utilities and grades?
- R.336 See R.111.
- Q.337 Drawing T100 indicates two locations where an enclosure is to be provided for an AVI reader. Drawings T201B6 and T201C1 each indicate a concrete pad for an AVI reader enclosure. Where can these be found on the Civil drawings and how do they integrate with the surrounding utilities and grades?

R.337 See R.111.

- Q.338 Please provide the foundation plan, and foundation details for Pedestrian/Crossover Bridge column supports per EN3/S503 & D29/S504.
- R.338 Refer to Sheet S200B8.

End of Addendum

INSTRUCTIONS:

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

GSP Project #: 42927.00 **Issue Date:** July 2018

GSP Contact: Jessica Smith: 813-251-6838 Draft Submission

Product Information

Product type: Outdoor Bench **Location:** See Amenities Drawings

Manufacturer: Forms & Surfaces Project Quantity: 30

Model/Style: Trio Bench Quantity by Area: • Curbside: 8

Dimensions: 74.8" W x 20.1" D x 21.9" H, Seat: 17.7"

Description:

Surface Mounted Solid Cast Aluminum Frame with Powdercoat Finish. Extruded Aluminum slats with grooved surface, clear anodized finish.

Surfaces mounted, per manufacturer's standard method in locations shown

on plans.

Manufacturer's Rep. Info: Landscape Forms: Kelly Moore 800.441.1945 ext.1322

Finishes Backless Configuration: Extruded aluminum slat material with clear anodized.

Armrests: Two (External)

Surface Mounted

Trim/Frame: Solid Cast Aluminum w/Powdercoat Finish

Upholstery: N/A
Laminate Finish: N/A
Wood Finish: N/A

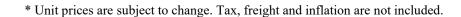
Pricing

Unit Price:
Total Price:

** Image not representative of product finish selections

Note: Dealer to confirm all quantities, Refer to Furniture Plans.







Curbside Drop off: 22

Cell Lot: 0

Level One: 0

Level Three: 0

Level Four: 0

Rooftop: 0

GSP Project #: 42927.00 **Issue Date:** July 2018

GSP Contact: Jessica Smith: 813-251-6838 Draft Submission

Product Information

Product type: Upholstered Lounge Seating **Location:** See Amenities Drawings

Manufacturer: Knoll Project Quantity: 21

Model/Style: Barcelona Chair Quantity by Area: • Curbside: 0

Dimensions: 29.5" W x 30" D x 30.25" H, Seat: 17"

Description: Individual panels are cut, hand-welted, and hand-tufted with leather buttons produced from a single cowhide. Cushions are premium quality, highly resilient urethane foam with down-like dacron polyester fiberfill. Upholstery straps are cowhide belting leather and 17 straps are used for cushion support. Frame is polished chrome hand-ground and hand-buffed to a mirror finish. The KnollStudio logo and signature of Ludwig Mies van der Rohe are stamped into the led.

Cell Lot: 0

Level One: 17

Level Three: 0

Level Four: 4

Manufacturer's Rep. Info: Knoll: Grant Eichler (404).222.7129 geichler@knoll.com • Rooftop: 0

Finishes Ludwig Mies Van Der Rohe Barcelona Chair, Chrome Frame.

OPT: Standard

Trim/Frame: Polished Chrome

Upholstery: Spinneybeck – Acqua - AU 0640

Laminate Finish: N/A Wood Finish: N/A

Pricing

Unit Price: Total Price:

Product / Finish Images

Note: Dealer to confirm all quantities, Refer to Furniture Plans.

Curbside Drop off: 0



^{*} Unit prices are subject to change. Tax, freight and inflation are not included.



GSP Project #: 42927.00 **Issue Date:** July 2018

Draft Submission

Level Four: 16

GSP Contact: Jessica Smith: 813-251-6838

Product Information

Product type: Upholstered Lounge Seating **Location:** See Amenities Drawings

Manufacturer: Knoll Project Quantity: 53

Model/Style: Florence Knoll Chair Quantity by Area: • Curbside: 0

Dimensions: 32.25" W x 32.25" D x 31.25" H, Seat: 17.5", Arm: 23.5" • Curbside Drop off: **0**

Description: • Cell Lot: 0

Exposed metal frame and legs in heavy gauge steel with polished chrome • Level One: **26** finish. KnollStudio logo and Florence Knoll's signature stamped into the base

frame. • Level Three: **11**

Manufacturer's Rep. Info:Knoll: Grant Eichler (404).222.7129 geichler@knoll.com Rooftop: 0

Finishes *Mock up required for approval Florence Knoll Lounge Chair, polished chrome base

OPT: Standard

3 upholstery options. Placement and quantity of each color to be coordinated with the Architect and owner

before purchasing and installation.

Trim/Frame: Polished Chrome

Upholstery: Spinneybeck – Acqua - AU 0616, AU 0639 and AU 0649

Laminate Finish: N/A **Wood Finish:** N/A

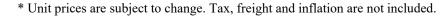
Pricing

Unit Price:

Total Price:

** Image not representative of product finish selections







GSP Project #: 42927.00 **Issue Date:** July 2018

GSP Contact: Jessica Smith: 813-251-6838



Draft Submission

Product Information

Product type: Table Height Chair Location: See Amenities Drawings

Manufacturer: Coalesse Project Quantity: 12

Model/Style: Enea Lottus Armless Chair Quantity by Area: • Curbside: 0

Dimensions: 20.75 " W x 20.75 "" D x 30.5 " H

Description: • Cell Lot: 0

A polypropylene shell with an upholstered seat insert and sled base stool. • Level One: **0**

• Level Three: 6

Level Four: 6

• Rooftop: 0

 Manufacturer's Rep. Info:
 Coalesse: Hethre Strickland (813).787.2043 hethre.strickland@coalesse.com

Finishes *Mock up required for approval

Chair-side, no arms, upholstered insert.

Trim/Frame: 4218 Platinum Silver

Upholstery: Spinneybeck – Acqua – AU 0649 – Hispaniola

Laminate Finish: Polypropylene back: White 003

Wood Finish: N/A

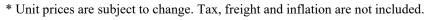
Pricing

Unit Price:

Total Price:

Product / Finish Images







GSP Project #: 42927.00 **Issue Date:** July 2018

GSP Contact: Jessica Smith: 813-251-6838 Draft Submission

2 ~ 1

Product Information

Product type: Chair with Tablet Arm **Location:** See Amenities Drawings

Manufacturer: Steelcase Project Quantity: 6

Model/Style: Brody WorkLounge Quantity by Area: • Curbside: 0

Dimensions: • Curbside Drop off: 0

Description: • Cell Lot: 0

Providing high-performance comfort and support, the Brody WorkLounge features patented LiveLumbar technology – bringing thoughtful ergonomic design to the lounge posture. The adjustable, personal worksurface holds

• Level Three: 6

technology at eye level, reducing neck and shoulder strain. • Level Four: **0**

Manufacturer's Rep. Info: Coalesse: Hethre Strickland (813).787.2043 hethre.strickland@coalesse.com

*Mock up required for approval Side Surface Finish: Woodgrain HPL 2410 –

Lower surround finish: Cogent: Trails 5592 – Topaz Graphite Walnut (HPL)

Foot Finish: Lux coating 4B22 – MaHe Brass Edge Finish: Plastic PGI – 6231 Graphite Walnut

Color Scheme: Matte Brass Side Surface Location: Users Right

Upholstery: Seat Finish: Elmsoft Leather L140 – Garnet 45065

Nema 5-15 3-Prong

Plastic - PG16059 - Sterling Dark Solid

Laminate Finish: Seat Shell Finish: Plastic – PG6059 – Sterling Dark Solid
Power Finish: Plastic – PGI 6527 - Merle

Wood Finish:

Trim/Frame:

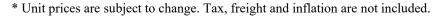
Pricing

Unit Price:

Total Price:

Product / Finish Images







GSP Project #: 42927.00 **Issue Date:** July 2018

GSP Contact: Jessica Smith: 813-251-6838 Draft Submission

Product Information

Product type: Outdoor Lounge Chair **Location:** See Amenities Drawings

Manufacturer: Knoll Project Quantity: 22

Model/Style: 1966 Lounge Chair Quantity by Area: • Curbside: 0

Dimensions: 26" W x 28.25" D x 26" H Seat: 14" Arm: 20.5" • Curbside Drop off: 0

Description:

resistant polyester powder coat. Stainless steel supports and connectors.

Seat back are woven vinyl coated polyester mesh and straps are solid pure vinyl with no fillers and sewn onto the mesh seat and back with tefton thread.

The frame is welded cast and extruded aluminum finished in weather

Manufacturer's Rep. Info: Knoll: Grant Eichler (404).222.7129 geichler@knoll.com Rooftop: 22

Finishes

Trim/Frame: Knoll - Bronze Z (Vinyl Strap) / White (Frame)

Upholstery: Knoll – Mesh Aluminum

Laminate Finish: N/A Wood Finish: N/A

Pricing

Unit Price:
Total Price:

Product / Finish Images

** Image not representative of product finish selections

Note: Dealer to confirm all quantities, Refer to Furniture Plans.

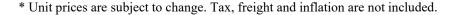
Cell Lot: 0

Level One: 0

Level Three: 0

Level Four: 0







GSP Project #: 42927.00 **Issue Date:** July 2018

GSP Contact: Jessica Smith: 813-251-6838

Draft Submission

Product Information

Product type: Outdoor Dining Chair **Location:** See Amenities Drawings

Manufacturer: Knoll Project Quantity: 16

Model/Style: 1966 Dining Chairs Quantity by Area: • Curbside: 0

Dimensions: 23" W x 24.25" D x 31" H Seat: 18" Arm: 25" • Curbside Drop off

Description:

Seat back are woven vinyl coated polyester mesh and straps are solid pure vinyl with no fillers and sewn onto the mesh seat and back with tefton thread.

The frame is welded cast and extruded aluminum finished in weather resistant polyester powder coat. Stainless steel supports and connectors.

Manufacturer's Rep. Info:Knoll: Grant Eichler (404).222.7129 geichler@knoll.com • Rooftop: 16

Curbside Drop off: **0**Cell Lot: **0**

Level One: 0Level Three: 0

• Level Four: 0

Finishes

Trim/Frame: Knoll - Bronze Z (Vinyl Strap) / White (Frame)

Upholstery: Knoll – Mesh Aluminum

Laminate Finish: N/A Wood Finish: N/A

Pricing

Unit Price:

Total Price:

Product / Finish Images





^{*} Unit prices are subject to change. Tax, freight and inflation are not included.

GSP Project #: 42927.00 **Issue Date:** July 2018

GSP Contact: Jessica Smith: 813-251-6838 Draft Submission

Product Information

Product type: Cigarette Disposal Stand **Location:** See Amenities Drawings

Manufacturer: Magnuson Group Project Quantity: 3

Model/Style: Fum Quantity by Area: • Curbside: 2

Dimensions: 9 5/8" W x 9 5/8" D x 39 11/16" H • Curbside Drop off: **0**

Description:

Outdoor vertical Fixed Ash/Cigarette Disposal. Color: Black.

Level Three: 0Level Four: 0

Level One: 0

Cell Lot: 1

Manufacturer's Rep. Info: Magnuson Group: Amanda Wolverton 864.616.0189 • Rooftop: 0

Finishes

Studying Ashtray. Can be secured to the ground

Trim/Frame: Satin Black Ral 9011

Upholstery: N/A Laminate Finish: Wood Finish:

Pricing

Unit Price:
Total Price:

Product / Finish Images

Note: Dealer to confirm all quantities, Refer to Furniture Plans.

** Image not representative of product finish selections





^{*} Unit prices are subject to change. Tax, freight and inflation are not included.



GSP Project #: 42927.00 **Issue Date:** July 2018

GSP Contact: Jessica Smith: 813-251-6838 Draft Submission

Product Information

Product type: Pet Waste Station **Location:** See Amenities Drawings

Manufacturer: Glasdon, Inc. Project Quantity: 1

Model/Style: Retriever City Quantity by Area: • Curbside: 1

Dimensions: 17" W x 14" D x 45" H • Curbside Drop off: **0**

Description:

Design Features: Secure, tamper resistant chute system/ Clear graphics • Level One: **0** encourage correct use/ Secure, vandal resistant locking mechanism/ Dooropening design provides easy access for removal and replacement of bags. • Level Three: **0**

• Level Four: 0

Manufacturer's Rep. Info: Glasdon Inc.: 1.855.874.5273

• Rooftop: 0

Finishes Ground Lock Fixing

Trim/Frame: Anthracite Grey Housing with Ground Lock Fixing

Upholstery: Laminate Finish: Wood Finish:

Pricing

Unit Price:
Total Price:

** Image not representative of product finish selections

Note: Dealer to confirm all quantities, Refer to Furniture Plans.

Cell Lot: 0



^{*} Unit prices are subject to change. Tax, freight and inflation are not included.



GSP Project #: 42927.00 **Issue Date:** July 2018

GSP Contact: Jessica Smith: 813-251-6838

S-1
Product Code

Draft Submission

Product Information

Product type: Outdoor Lounge Chair **Location:** See Amenities Drawings

Manufacturer: Knoll Project Quantity: 6

Model/Style: 1966 Two Seat Lounge Chair Quantity by Area: • Curbside: 0

Dimensions: 46" W x 28.25" D x 26" H Seat: 14" Arm: 20.5" • Curbside Drop off: **0**

Description:

Seat back are woven vinyl coated polyester mesh and straps are solid pure vinyl with no fillers and sewn onto the mesh seat and back with tefton thread.

The frame is welded cast and extruded aluminum finished in weather resistant polyester powder coat. Stainless steel supports and connectors.

Manufacturer's Rep. Info:Knoll: Grant Eichler (404).222.7129 geichler@knoll.com • Rooftop: 6

Cell Lot : **0**Level One: **0**

• Level Three: 0

• Level Four: 0

Finishes

Trim/Frame: Knoll - Bronze Z (Vinyl Strap) / White (Frame)

Upholstery: Knoll – Mesh Aluminum

Laminate Finish: N/A **Wood Finish:** N/A

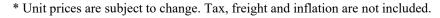
Pricing

Unit Price:
Total Price:

rotal Price:

Product / Finish Images







GSP Project #: 42927.00 **Issue Date:** July 2018

GSP Contact: Jessica Smith: 813-251-6838

S-2
Product Code

Draft Submission

Level One: 0

Level Three: 0

Level Four: 0

Product Information

Product type: Outdoor Lounge Chair **Location:** See Amenities Drawings

Manufacturer: Knoll Project Quantity: 4

Model/Style: 1966 Three Seat Lounge Chair Quantity by Area: • Curbside: 0

Dimensions: 66" W x 28.25" D x 26" H Seat: 14" Arm: 20.5" • Curbside Drop off: **0**

Description: • Cell Lot: 0

Seat back are woven vinyl coated polyester mesh and straps are solid pure vinyl with no fillers and sewn onto the mesh seat and back with tefton thread.

The frame is welded cast and extruded aluminum finished in weather resistant polyester powder coat. Stainless steel supports and connectors.

Manufacturer's Rep. Info:Knoll: Grant Eichler (404).222.7129 geichler@knoll.com * Rooftop: 4

Finishes

Trim/Frame: Knoll - Bronze Z (Vinyl Strap) / White (Frame)

Upholstery: Knoll – Mesh Aluminum

Laminate Finish: N/A **Wood Finish:** N/A

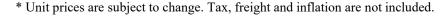
Pricing

Unit Price:

Total Price:

Product / Finish Images Note: Dealer to confirm all quantities, Refer to Furniture Plans.







GSP Project #: 42927.00 Issue Date: July 2018

Draft Submission GSP Contact: Jessica Smith: 813-251-6838

Product Information

Product type: Bar Height Chair Location: See Amenities Drawings

Manufacturer: Coalesse **Project Quantity:** 24

Model/Style: Quantity by Area: • Curbside: 0 **Enea Lottus Sled Stool**

Dimensions: 18.25 " W x 18 " D x 34.5 " H Curbside Drop off: 0

Cell Lot: 0 Description:

A polypropylene shell with an upholstered seat insert and sled base stool. Level One: 0

> Level Three: 18 Level Four: 6

Rooftop: 0 Manufacturer's Rep. Info: Coalesse: Hethre Strickland (813).787.2043 hethre.strickland@coalesse.com

Finishes *Mock up required for approval

Chair Stool 1 – bar height, No arms, upholstered Sled base

Fab back: * Opt. Acrylic latex backing

Trim/Frame: 4218 Platinum Silver

Upholstery: Spinneybeck - Acqua - AU 0649 - Hispaniola

Laminate Finish: Back Polupropylene: White 003

Wood Finish: N/A

Pricing

Unit Price:

Total Price:

Product / Finish Images ** Image not representative of product finish selections



^{*} Unit prices are subject to change. Tax, freight and inflation are not included.



GSP Project #: 42927.00 Issue Date: July 2018

Draft Submission GSP Contact: Jessica Smith: 813-251-6838

Product Information

Product type: Outdoor Dining Chair Location: See Amenities Drawings

Manufacturer: Knoll **Project Quantity:** 24

Model/Style: 1966 Barstool Quantity by Area: Curbside: 0

Dimensions: Curbside Drop off: 0 19" W x 24.25" D x 44.5" H Seat: 31"

Description: Cell Lot: 0

Seat back are woven vinyl coated polyester mesh and straps are solid pure vinyl with no fillers and sewn onto the mesh seat and back with tefton thread.

The frame is welded cast and extruded aluminum finished in weather resistant polyester powder coat. Stainless steel supports and connectors.

Rooftop: 24 Manufacturer's Rep. Info: Knoll: Grant Eichler (404).222.7129 geichler@knoll.com*

Level Four: 0

Level One: 0

Level Three: 0

Finishes

Trim/Frame: Knoll - Bronze Z (Vinyl Strap) / White (Frame)

Upholstery: Knoll - Mesh Aluminum

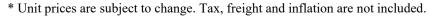
Laminate Finish: N/A Wood Finish: N/A

Pricing

Unit Price:

Total Price:







GSP Project #: 42927.00 **Issue Date:** July 2018

GSP Contact: Jessica Smith: 813-251-6838 Draft Submission

Product Information

Product type: End Table Location: See Amenities Drawings

Manufacturer: Knoll Project Quantity: 6

Model/Style: Florence Knoll Table Quantity by Area: • Curbside:0

Dimensions: 29.5" W x 29.5" D x 19" H • Curbside Drop off: **0**

Description:

Frame is welded square steel tube with polished chrome finish. Table top is a quartz top finish. Knoll Studio logo and Florence Knoll's signature are stamped

into the frame.

Level One: 2Level Three: 2

Cell Lot: 0

• Level Four: 2

Manufacturer's Rep. Info:Knoll: Grant Eichler (404).222.7129 geichler@knoll.com • Rooftop: 0

Finishes *Mock up required for approval

2515T Florence Knoll Table Pattern # QG78144A2515T

Trim/Frame: Polished Chrome Base

Upholstery: N/A

Laminate Finish: Quartz Top: Silestone - Polished Bianco Calacatta - Natural Finish

Wood Finish: N/A

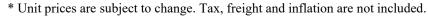
Pricing

Unit Price:

Total Price:

Product / Finish Images







GSP Project #: 42927.00 **Issue Date:** July 2018

GSP Contact: Jessica Smith: 813-251-6838 Draft Submission

T-2
Product Code

Cell Lot: 0

Level One: 0

Level Three: 4

Level Four: 2

Product Information

Product type: Power Charging Table – Bar Height **Location:** See Amenities Drawings

Manufacturer: Agati Project Quantity: 6

Model/Style: Power Bar Quantity by Area: • Curbside: 0

Dimensions: 120" W x 36" D x 42" H • Curbside Drop off: 0

Description:

A charging station with three power outlets per side that line the edge of the work surface. Wire management is contained behind the side panels, so all you see is a modern and inviting space to recharge instead of cable spaghetti all over your floor.

Manufacturer's Rep. Info: Agati: Beret Ek (612).749.1856 beretek@agati.com • Rooftop: 0

Finishes PRB-TBL012036-42-STN-SSB

Electrical notes: Standard power connection to the floor is hardwired – 110V plug is optional. 4-trac is a hardwire connection which requires an electrician to wire to a junction box. Access panel on both legs.

_ . ._ Stainless Steel Base

Upholstery:

Laminate Finish: Quartz Top: Silestone – Polished Bianco Calacatta and side on side panels

Wood Finish: N/A

Pricing

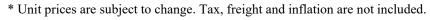
Unit Price:

Trim/Frame:

Total Price:

Product / Finish Images







GSP Project #: 42927.00 **Issue Date:** July 2018

Draft Submission

Cell Lot: 0

GSP Contact: Jessica Smith: 813-251-6838

Product Information

Product type: Power Charging Table **Location:** See Amenities Drawings

Manufacturer: Berco Designs Project Quantity: 2

Model/Style: Core – Seated Height – 36" Quantity by Area: • Curbside: 0

Dimensions: 120 "W x 36 "D x 30"H • Curbside Drop off: **0**

Description:

The top is supported with a four leg steel frame. Frame is structurally
supported to provide reinforcement and the ability to span large distances.

All tables are equipped with 1" diameter glides with stainless steel cover. The glide is suitable for carpet as well as hard floors.

• Level Three: 1

• Level Four: 1

Manufacturer's Rep. Info:
OED: Amanda Wolverton (864).616.0189 amanda@oedreps.com

Finishes *Mock up required for approval

Edge: ease Slab Ends – silestone – Polished Bianco Calacatta

(3) Cove connected power units Ea. Unit contains: (2) Power (2) Power (2)USB, Jumpers requires 15 amp

plug ins- single circuit

Trim/Frame: Silver
Upholstery: N/A

Laminate Finish: Quartz Top: Silestone – Polished Bianco Calacatta with Slab Ends

Wood Finish: N/A

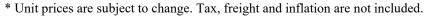
Pricing

Unit Price:

Total Price:

Product / Finish Images







GSP Project #: 42927.00 **Issue Date:** July 2018

GSP Contact: Jessica Smith: 813-251-6838 Draft Submission

Product Information

Product type: Outdoor Dining Table **Location:** See Amenities Drawings

Manufacturer: Knoll Project Quantity: 2

Model/Style: 1966 High Table Quantity by Area: • Curbside: 0

Dimensions: 38" W x 38" D x 42" H • Curbside Drop off: **0**

Description: • Cell Lot: 0

Tabletop is porcelain enamel on steel. Frame is welded cast and extruded aluminum finished in weather resistant polyester powder coat. Stainless steel

supports and connectors.

Manufacturer's Rep. Info: Knoll: Grant Eichler (404).222.7129 geichler@knoll.com • Rooftop: 2

Finishes

Trim/Frame: Porcelain, White

Upholstery: N/A

Laminate Finish: Knoll – Porcelain Light Bronze 13 (Table Top)

Wood Finish: N/A

Pricing

Unit Price:

Total Price:

** Image not representative of product finish selections

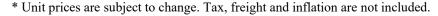
Note: Dealer to confirm all quantities, Refer to Furniture Plans.

Level One: 0

Level Three: 0

Level Four: 0







GSP Project #: 42927.00 **Issue Date:** July 2018

GSP Contact: Jessica Smith: 813-251-6838



Draft Submission

Product Information

Product type: Outdoor Dining Table **Location:** See Amenities Drawings

Manufacturer: Knoll Project Quantity: 2

Model/Style: 1966 Dining Table Quantity by Area: • Curbside: 0

Dimensions: 60" W x 38" D x 28" H • Curbside Drop off: **0**

Description: • Cell Lot: 0

Tabletop is porcelain enamel on steel. Frame is welded cast and extruded aluminum finished in weather resistant polyester powder coat. Stainless steel

supports and connectors.

Level One: 0Level Three: 0Level Four: 0

Manufacturer's Rep. Info: Knoll: Grant Eichler (404).222.7129 geichler@knoll.com

Finishes

Trim/Frame: Porcelain, White

Upholstery: N/A

Laminate Finish: Knoll – Porcelain Light Bronze 13 (Table Top)

Wood Finish: N/A

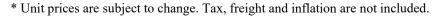
Pricing

Unit Price:

Total Price:

Product / Finish Images







GSP Project #: 42927.00 **Issue Date:** July 2018

GSP Contact: Jessica Smith: 813-251-6838 Draft Submission

T-6
Product Code

Product Information

Product type: Outdoor Dining Table **Location:** See Amenities Drawings

Manufacturer: Knoll Project Quantity: 2

Model/Style: 1966 Dining Table Quantity by Area: • Curbside: 0

Dimensions: 38" W x 38" D x 28" H • Curbside Drop off: **0**

Description: • Cell Lot: 0

Tabletop is porcelain enamel on steel. Frame is welded cast and extruded aluminum finished in weather resistant polyester powder coat. Stainless steel

supports and connectors.

Level One: 0Level Three: 0Level Four: 0

Manufacturer's Rep. Info: Knoll: Grant Eichler (404).222.7129 geichler@knoll.com

Finishes

Trim/Frame: Porcelain, White

Upholstery: N/A

Laminate Finish: Knoll – Porcelain Light Bronze 13 (Table Top)

Wood Finish: N/A

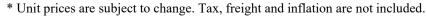
Pricing

Unit Price:

Total Price:

Product / Finish Images







GSP Project #: 42927.00 **Issue Date:** July 2018

GSP Contact: Jessica Smith: 813-251-6838



Draft Submission

Product Information

Product type: Outdoor Coffee Table **Location:** See Amenities Drawings

Manufacturer: Knoll Project Quantity: 8

Model/Style: 1966 Coffee Table Quantity by Area: • Curbside: 0

Dimensions: 28" W x 28" D x 15" H • Curbside Drop off: **0**

Description: • Cell Lot: 0

Tabletop is porcelain enamel on steel. Frame is welded cast and extruded aluminum finished in weather resistant polyester powder coat. Stainless steel

supports and connectors.

Level One: 0Level Three: 0

Level Four: 0

Manufacturer's Rep. Info: Knoll: Grant Eichler (404).222.7129 geichler@knoll.com

Finishes

Trim/Frame: Porcelain, White

Upholstery: N/A

Laminate Finish: Knoll – Porcelain Light Bronze 13 (Table Top)

Wood Finish: N/A

Pricing

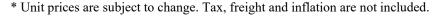
Unit Price:

Total Price:

Product / Finish Images

Note: Dealer to confirm all quantities, Refer to Furniture Plans.

** Image not representative of product finish selections





GSP Project #: 42927.00 **Issue Date:** July 2018

GSP Contact: Jessica Smith: 813-251-6838 Draft Submission

Product Code

Product Information

Product type: Outdoor Coffee Table **Location:** See Amenities Drawings

Manufacturer: Knoll Project Quantity: 4

Model/Style: 1966 End Table Quantity by Area: • Curbside: 0

Dimensions: 18" W x 18" D x 15" H • Curbside Drop Off: **0**

Description: • Cell Lot: 0

Tabletop is porcelain enamel on steel. Frame is welded cast and extruded
aluminum finished in weather resistant polyester powder coat. Stainless steel
Level Three: 0

supports and connectors.

• Level Four: 0

Manufacturer's Rep. Info: Knoll: Grant Eichler (404).222.7129 geichler@knoll.com

Finishes

Trim/Frame: Porcelain, White

Upholstery: N/A

Laminate Finish: Knoll – Porcelain Light Bronze 13 (Table Top)

Wood Finish: N/A

Pricing

Unit Price:

Total Price:

Product / Finish Images

** Image not representative of product finish selections



^{*} Unit prices are subject to change. Tax, freight and inflation are not included.



GSP Project #: 42927.00 **Issue Date:** July 2018

GSP Contact: Jessica Smith: 813-251-6838

T-9
Product Code

Draft Submission

Product Information

Product type: Outdoor Standing Height Table **Location:** See Amenities Drawings

Manufacturer: Landscape Forms Project Quantity: 2

Model/Style: GO Outdoor Table Quantity by Area: • Curbside: 0

Dimensions: 114" W x 30" D x 40.5" H • Curbside Drop off: 0

Description:

The table's frame is hollow, channeling technology out of sight. It's rounded edges make for a comfortable perch and it is finished in a powder coated

metal.

Level One: 0Level Three: 0

Cell Lot: 0

Level Four: **0**Rooftop: **2**

Manufacturer's Rep. Info: Landscape Forms: Kellie Moore kmoore@landscapeforms.com

Finishes Power option: HW (hardwired). Power Garage 1 Option: PGG Power Garage – GCFI

Power Garage 2 Option: PGHU Power Garage HW USB

Surface Mounted

Trim/Frame: Metal-Polyester Powdercoat Finish - Stone

Upholstery: N/A

Laminate Finish: Metal-Polyester Powdercoat Finish - Stone

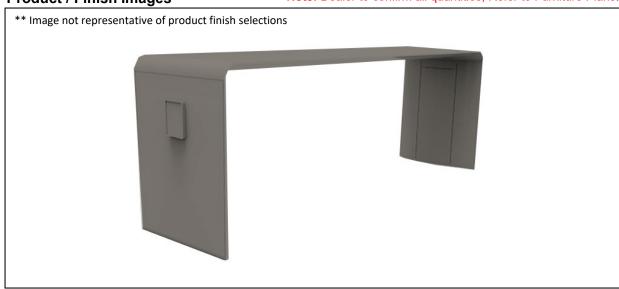
Wood Finish: N/A

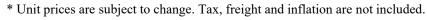
Pricing

Unit Price:

Total Price:

Product / Finish Images







GSP Project #: 42927.00 Issue Date: July 2018

Draft Submission GSP Contact: Jessica Smith: 813-251-6838

Product Information

Product type: Coffee Charging Table Location: See Amenities Drawings

Manufacturer: Berco **Project Quantity:** 16

Model/Style: 24" Steep Charging Table Quantity by Area: Curbside: 0

Curbside Drop off: 0 Dimensions: 24" W x 24" D x 20" H

Description: Cell Lot: 0

The table is made up of a solid surface body with an inserted quartz surface, Level One: 10 where the two materials meet at a flush edge. Integrated power is included.

Level Three: 2 Level Four: 4

Rooftop: 0 Manufacturer's Rep. Info: OED: Amanda Wolverton (864).616.0189 amanda@oedreps.com

Finishes

Power: 1 cove COV108 - P2U2 2 outlets - 2USB - 108in, cord - white

*mock up required for approval

Black Toe Kick Trim/Frame:

N/A **Upholstery:**

Quartz top: Wilsonart Q4034 Rain Shadow Quartz 2cm Solid Surface bottom: LGS05 Gray Solid Laminate Finish:

Surface

Wood Finish: N/A

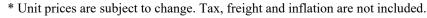
Pricing

Unit Price:

Total Price:

Product / Finish Images







GSP Project #: 42927.00 **Issue Date:** July 2018

GSP Contact: Jessica Smith: 813-251-6838 Draft Submission

Product Information

Product type: Coffee Charging Table **Location:** See Amenities Drawings

Manufacturer: Berco Project Quantity: 3

Model/Style: 48" Steep Charging Table Quantity by Area: • Curbside: 0

Dimensions: 24" W x 48" D x 15" H • Curbside Drop off: **0**

Description: • Cell Lot: 0

The table is made up of a solid surface body with an inserted quartz surface, where the two materials meet at a flush edge. Integrated power is included.

Level Three: 0Level Four: 1

Level One: 2

Manufacturer's Rep. Info: • Rooftop: 0
OED: Amanda Wolverton (864).616.0189 amanda@oedreps.com

Finishes

Power: 1 cove COV108 – P2U2 2 outlets – 2USB – 108in. cord – white

*mock up required for approval

Trim/Frame: Black Toe Kick

Upholstery: N/A

Laminate Finish: Quartz top: Wilsonart Q4034 Rain Shadow Quartz 2cm Solid Surface bottom: LGS05 Gray Solid

Surface

Wood Finish:

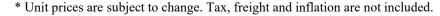
Pricing

Unit Price:

Total Price:

Product / Finish Images







GSP Project #: 42927.00 **Issue Date:** July 2018

GSP Contact: Jessica Smith: 813-251-6838



Draft Submission

Product Information

Product type: Outdoor Coffee Table **Location:** See Amenities Drawings

Manufacturer: Knoll Project Quantity: 4

Model/Style: 1966 Coffee Table Quantity by Area: • Curbside: 0

Dimensions: 60" W x 38" D x 15" H • Curbside Drop Off: **0**

Description: • Cell Lot: 0

Tabletop is porcelain enamel on steel. Frame is welded cast and extruded
aluminum finished in weather resistant polyester powder coat. Stainless steel
Level Three: 0

supports and connectors.

• Level Four: 0

Manufacturer's Rep. Info: Knoll: Grant Eichler (404).222.7129 geichler@knoll.com

Finishes

Trim/Frame: Porcelain, White

Upholstery: N/A

Laminate Finish: Knoll – Porcelain Light Bronze 13 (Table Top)

Wood Finish: N/A

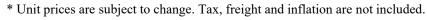
Pricing

Unit Price:

Total Price:

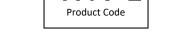
Product / Finish Images







GSP Project #: 42927.00 **Issue Date:** July 2018



GSP Contact: Jessica Smith: 813-251-6838 Draft Submission

Product Information

Product type: Waste Receptacle **Location:** See Amenities Drawings

Manufacturer: Forms & Surfaces Project Quantity: 16

Model/Style: Axis Quantity by Area: • Curbside: 0

Dimensions: 36" W x 18.07" D x 35.7" H • Curbside Drop off: **0**

Description:

Freestanding Waste and Recycling receptacle with solid bottom / Stainless Steel with Seastone Mist finish housing & Powdercoated cast Aluminum Lid and Base / Fire Rated Polyethylene Liner / 2 separate lid openings with graphics and different colors / (2) 32 gallon compartments totaling a 64 gallon

capacity side-hinged front access.

Manufacturer's Rep. Info: Forms & Surfaces: Roger Wilson: 678.296.4043

Cell Lot: 0

Level One: 4
Level Three: 3

Level Four: 8

Rooftop: 1

Finishes

Exterior Units to be fixed to ground, per manufacturer's standard method. Locations as shown on construction drawings. Confirm positioning and access to bins with owner prior to

placement. Freestanding with levelers

Seastone Mist Finish Housing, Two Color Lid w/Custom Graphics, as selected by HCAA with

ceramiloc.

Upholstery: $_{\rm N/A}$ Laminate Finish: $_{\rm N/A}$ Wood Finish: $_{\rm N/A}$

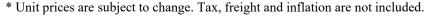
Pricing

Unit Price:

Total Price:

** Image not representative of product finish selections







GSP Project #: 42927.00 **Issue Date:** July 2018



GSP Contact: Jessica Smith: 813-251-6838 Draft Submission

Product Information

Product type: Waste Receptacle **Location:** See Amenities Drawings

Manufacturer: Forms & Surfaces Project Quantity: 17

Model/Style: Apex Quantity by Area: • Curbside: 10

Dimensions: 32" W x 15" D x 41" H • Curbside Drop off: 2

Description:

Freestanding Waste and Recycling receptacle with solid bottom / Stainless Steel with Seastone Mist finish housing & Powdercoated cast Aluminum Lid and Base / Fire Rated Polyethylene Liner / 2 separate lid openings with graphics and different colors / (2) 32 gallon compartments totaling a 64 gallon

capacity side-hinged front access.

Manufacturer's Rep. Info: Forms & Surfaces: Roger Wilson: 678.296.4043

Cell Lot: 2

Level One: 0

Level Three: 0Level Four: 0

• Rooftop: 3

Finishes

Exterior Units to be fixed to ground, per manufacturer's standard method. Locations as shown on construction drawings. Confirm positioning and access to bins with owner prior to

placement.

Trim/Frame: Seastone Mist Finish Housing, Two Color Lid w/Custom Graphics, as selected by HCAA.

Upholstery: N/A
Laminate Finish: N/A
Wood Finish: N/A

Pricing

Unit Price:

Total Price:

** Image not representative of product finish selections



^{*} Unit prices are subject to change. Tax, freight and inflation are not included.





DIGITAL DATA RELEASE AND WAIVER

(Please complete a Waiver for each new request)

Project Name: SkyCenter Atrium, Pedestrian Bridge and Site Development

Gresham Smith Project #: 42927.00

Owner: Hillsborough County Aviation Authority ("HCAA")

Owner Project Number: 8225 17

FROM: Gresham Smith ("GS") Representative Name: Matt DeLoatche, AIA

DATE:

TO: [INSERT GC HERE]

Having received our client's (HCAA) verbal approval, and upon receipt of this signed waiver, the digital files ("Digital Data") you have requested will be provided to you with a restricted license for use solely on the above-named project for your convenience as authorized below (Authorized Use), subject to the terms and conditions contained herein. Use of digital files shall be limited solely to [INSERT GC HERE] employees, [INSERT GC HERE] subcontractors, [INSERT GC HERE] subconsultants, [INSERT GC HERE] suppliers or vendors related to the project who have the need to know, any Digital Data received by you hereunder.

<u>DIGITAL DATA REQUESTED:</u> BIM (.rvt) files, CAD (.dwg), and/or any additional digital media file types/sources requested for the above-named project.

NOTES:

- 1. Any individual digital drawing files, alone and when taken together, are only partial representation of the design intent.
- 2. No title block identification of the design firm, design consultants, or of any individual as the author will be included.
- 3. All Digital Data will be used at your sole risk and without liability or legal exposure to GS, their sub-consultants or HCAA.
- 4. In some cases, two-dimensional CAD files are translations from 3-D models and the 2-D information can change/vary from the original digital files.
- 5. The 2-D CAD and 3-D BIM files do not replace or take precedence over the Contract Documents.
- 6. The 2-D CAD and 3-D BIM files are editable and [INSERT GC HERE] is solely responsible for all edits or revisions made to the digital files.

AUTHORIZED USE: Reference, store and review

<u>FILE FORMAT AND TRANSMISSION METHOD:</u> File format-.rvt / .dwg (native and exported / translated from Revit) / miscellaneous file types as requested; Transmission via Newforma

LICENSE FEE: (if applicable): None

Genuine Ingenuity

Firm's Florida Cert. No. AAP000034 / CA3806 / IB26000797 / LC26000381

302 Knights Run Avenue

Suite 900

Tampa, FL 33602

813.251.6838

GreshamSmith.com



AGREEMENT AND WAIVER:

By signing where indicated below you acknowledge acceptance of these terms and conditions, agree to make no claim and hereby waive, to the fullest extent permitted by law, any claim or cause of action of any nature against Gresham Smith and sub-consultants ("GS") and its client, Hillsborough County Aviation Authority ("HCAA"), which may arise out of or in connection with your use of these files. Furthermore, you shall, to the fullest extent permitted by law, indemnify and hold GS and its client, HCAA, harmless from and against all damages, liabilities or costs, including attorney's fees and defense costs, arising out of or resulting from your use of these files or any usage by a firm or individual which obtained these files from you. You also agree to make known the terms and conditions contained herein to all firms or individuals which obtain Digital Data from you.

A. It is expressly understood for BIM and CAD files that: 1) these files are not construction documents; 2) differences may exist between these files and existing conditions; and 3) you are not relieved of your duty to fully comply with the need to check, confirm and coordinate all dimensions and details, take field measurements, and verify field conditions; 4) differences may exist between these files and the construction documents.

GRESHAM SMITH MAKES NO REPRESENTATIONS REGARDING THE ACCURACY OF COMPLETENESS OF THE INFORMATION REPRESENTED IN BY THE DIGITAL DATA YOU RECEIVE. GRESHAM SMITH MAKES NO REPRESENTATION AS TO THE COMPATIBILITY OF THESE DIGITAL FILES WITH YOUR HARDWARE OR SOFTWARE; AND ANY USE OR REUSE BY YOU OR BY OTHERS TO WHOM YOU PROVIDE DIGITAL DATA WILL BE AT YOUR SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO GRESHAM SMITH, THEIR AGENTS OR CONSULTANTS AND THEIR CLIENT, HCAA. UNDER NO CIRCUMSTANCES SHALL DELIVERY OF DIGITAL DATA BE DEEMED A SALE BY GRESHAM SMITH, AND GRESHAM SMITH MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, OF THEIR MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. IN NO EVENT, WHATSOEVER, SHALL GS AND THEIR CLIENT, HCAA, BE LIABLE FOR ANY COST OR DAMAGE YOU MAY INCUR AS A RESULT OF YOUR USE OR REUSE OF THIS DIGITAL DATA. TO THE EXTENT THERE ARE DISCREPANCIES BETWEEN THIS DIGITAL DATA AND THE CONSTRUCTION DOCUMENTS FOR THE PROJECT, THE PHYSICAL CONSTRUCTION DOCUMENTS MUST BE RELIED UPON.

As the signer of this Waiver, you acknowledge that you direct control over the received files and that you have the authority to execute this document.

ACCEPTED BY:	DATE:
PRINTED NAME:	EMAIL:
ADDRESS:	PHONE:

Gresham Smith



Hillsborough County Aviation Authority Solicitation Addendum

Addendum No.: 5

Solicitation No.: 18-411-037

Solicitation Title: SkyCenter Site Development, Atrium and Pedestrian Bridge

Project No.: 8225 17

Addendum Date: October 19, 2018

Procurement Agent: James Hanney

NOTE: The due date for submission of the Bid has been revised to November 7, 2018 by

2:00 p.m.

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

Remove and Replace:

REMOVE Section 00020 – INIVITATION TO BID.

REPLACE WITH Attached Section 00020 – INVITATION TO BID, in its entirety.

End of Addendum

INSTRUCTIONS:

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



Hillsborough County Aviation Authority Solicitation Addendum

Addendum No.: 6

Solicitation No.: 18-411-037

Solicitation Title: SkyCenter Site Development, Atrium and Pedestrian Bridge

Project No.: 8225 17

Addendum Date: October 24, 2018

Procurement Agent: James Hanney

NOTE: The due date for submission of the Bid remains on November 7, 2018 by 2:00 p.m.

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

Remove and Replace:

REMOVE Section 00300 – BID FORM.

REPLACE WITH Attached revised Section 00300 – BID FORM, in its entirety.

REMOVE Specification 09 9600, High-Performance Coatings.

REPLACE WITH Attached revised Specification 09 9600, High-Performance Coatings, in its

entirety.

REMOVE Sheet G001.

REPLACE WITH Attached revised Sheet G001, in its entirety.

REMOVE Sheet C623.

REPLACE WITH Attached revised Sheet C623, in its entirety.

REMOVE Sheet A501.

REPLACE WITH Attached revised Sheet A501, in its entirety.

Questions and Responses:

Q.1 As a result of Response No. 2 (R.2) of Addendum 4, prequalified general contractors that are bidding on the Skycenter project have requested Test Lab, Inc.. a UCP D/WBE firm, to provide quotes for threshold inspection services, as well as for footing subgrade and drilled pier installation inspections. In view of the technical specifications in the Project Manual, Volume 2, Structural Testing and Inspection, Section 01 4529 - Page 3, Owner's Responsibilities, Article 1.4 (A and B), and Page 26, Article 3.10 (C-1,2,&3), A) "The Owner will engage a separate agency to serve as a Threshold Inspector to provide Threshold Inspection services......", and, B) "The Owner will engage a Geotechnical Engineer to provide inspection services for the foundations as outlined below in Article 3.10." Item C of Article 3.10 specifies that the Geotechnical Engineer of Record will provide the specific services related to the project's building foundations.

Based on the above, is it then a fact that it is the Owner's Responsibility to engage and pay for Threshold Inspection services and Project Geotechnical Engineer of Record foundation inspection services for this project? It is understood that the contractor is responsible for all other construction materials inspection and testing services.

- R.1 The above interpretation is correct. It will be the Owner's responsibility to engage and pay for both Threshold and Geotechnical Inspectors. All other inspection costs are the responsibility of the Contractor.
- Q.2 In Section 099600, there are a few areas where very different technologies are being listed alongside each other as equals. This is ensuring you're going to get the lowest-quality (cheapest) finish possible.

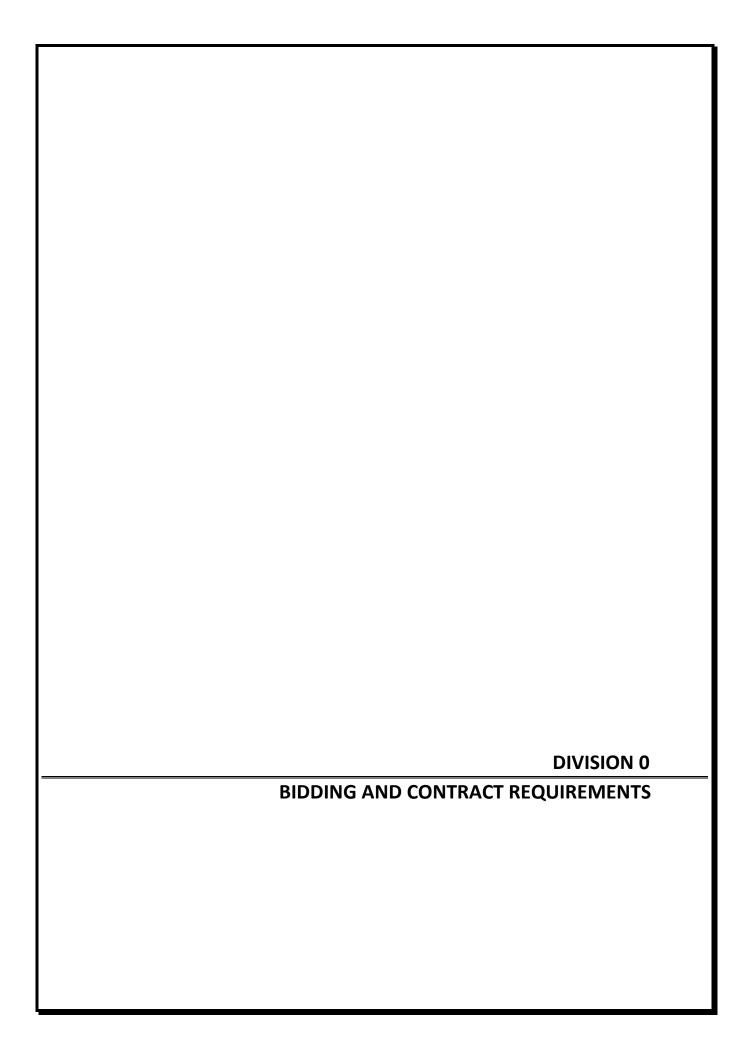
The most dramatic example would be in Article 2.5.A "Epoxy, Gloss - Concrete" where we have 3 different topcoats from 3 different manufacturers. Nothing listed is equal to each other in generic makeup or performance. The PPG product is a 2 component Acrylic Urethane, the SW product is a Latex, and the Tnemec product is a Fluoropolymer. Please confirm this is the design intent.

R.2 Refer to attached revised Specification 09 9600 for modifications to the specified coating systems. Also refer to attached revised Sheet A501 for location of high-performance coating on concrete/stucco.

End of Addendum

INSTRUCTIONS:

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



SkyCenter Site Development, Atrium and Pedestrian Bridge

Authority Project No. 8225 17

TAMPA INTERNATIONAL AIRPORT Tampa, Florida

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END OF SECTION

HILLSBOROUGH COUNTY AVIATION AUTHORITY

INVITATION TO BID

Sealed bids will be received from prequalified Bidders (Bidder) by the Hillsborough County Aviation Authority (Owner) in the Airport Administrative Offices Building, front office located on the Second Level, Red Side, Tampa International Airport, for the Project listed below, until **2:00 p.m., November 7, 2018**. The deadline for submitting a response to the prequalification package was September 5, 2018 and the prequalification results were posted on the Authority website on September 11, 2018. All bids received will be publicly opened and read aloud thereafter in the Airport Administrative Offices Lobby Conference Room A, Second Level, Red Side. No bid will be considered unless received on or before the time and at the place designated above:

Airport Name: Tampa International Airport

Authority Project No.: 8225 17

FDOT FM Number: 441181-1

Project Title: SkyCenter Site Development, Atrium and Pedestrian Bridge

Project Description:

This Project consists of construction of a new 4-story, 40,000+ square foot Atrium structure, a 230-foot long elevated pedestrian walkway (between the SkyCenter Development area and the SkyConnect People Mover system and Rental Car Center), a new 600-foot long remote, commercial curbside, a 230-foot extension of the existing remote commercial curbside canopy, phased reconfiguration of the existing Airport Cell Phone Waiting Lot (including construction of a new restroom facility and FIDS boards), and civil/site preparations of surrounding 35 acre parcels for eventual real estate development.

Detailed Project Description:

The SkyCenter Site Development, Atruim and Pedestrian Bridge Project is located on the southern portion of the Tampa International Airport campus west of the new Rental Car Center. The Project consists of a new 4-story, 40,000+ square foot Atrium structure (including a 17,000 square foot planted, roof terrace), a 230-foot long elevated pedestrian walkway (connecting the SkyCenter Development area and the recently constructed SkyConnect People Mover system and Rental Car Center), a new 600-foot long remote, commercial curbside (with a 300-foot drop-off canopy), a 230-foot extension of the existing remote commercial curbside canopy, phased reconfiguration of the existing Airport Cell Phone Waiting Lot (including construction of a new restroom facility and FIDS boards while keeping existing lot operations fully functional), and phased delivery of civil/site preparations (including earthwork, utility and roadway improvements and new roadway construction and landscaping) of surrounding 35 acre parcels to support eventual real estate development.

Bidders are invited to submit bids for the work on the bid forms provided in the Contract Documents. Other bid forms will not be accepted.

Scheduled Item	Significant Dates
Contract Documents Available	September 11, 2018 after 1:30 p.m.
Mandatory Pre-Bid Conference	September 19, 2018 at 2:00 p.m.
Request for Clarification Deadline	October 3, 2018 by 2:00 p.m.
Addendum posted on Authority website	October 17, 2018 by 5:00 p.m.
Bid Submittal Time and Date	November 7, 2018 by 2:00 p.m.
Award by Authority's Board	December 6, 2018 at 9:00 a.m.

A MANDATORY Pre-Bid Conference for all Bidders will be held in the Authority Boardroom, Main Terminal Building, Third Level, Blue Side, Tampa International Airport on September 19, 2018 at 2:00 p.m. Questions relating to the Contract and Contract Documents will be answered at that time. Attendance by all prospective Bidders is mandatory. Bids submitted by Bidders not in attendance at this scheduled MANDATORY Pre-Bid Conference will be rejected. To be considered as attending in person, Bidder must have signed in on one of the sign-in sheets. Attendees are warned that the sign-in sheets will be collected once the Pre-Bid Conference begins. Any Attendees arriving late after the sign-in sheets are collected will not be considered to have attended the Pre-Bid Conference as required.

A **MANDATORY** site inspection of the Project areas at Tampa International Airport will occur as a part of the scheduled Pre-Bid Conference. Details will be announced during the Pre-Bid Conference. Attendance by all prospective Bidders at this scheduled site inspection is mandatory.

IMPORTANT NOTICE

All Bidders are hereby notified that they must comply with the Woman and Minority Business Enterprise (W/MBE) Program requirements as defined in the Owner's W/MBE Policy.

W/MBE – This Project has no federal funding and has a W/MBE Goal of 14.4%.

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

To download Contract Documents, fill out the form on the "Request to Download Contract Documents" link on the Authority's website. This form must be completed and submitted in order to download the Contract Documents. Contract Documents will be available for downloading on the date and time as listed on Page 00020-2.

A cashier's check on any national or state bank or a bid bond on the form contained in the Contract Documents in an amount not less than 5% of the total amount bid, made payable to the Hillsborough County Aviation Authority, must accompany each bid as a guarantee that the Bidder will not withdraw its bid for a period of 85 calendar days (or 115 calendar days if federal funds are applicable) after opening of the bids, and as a guarantee that, in the event the Contract is awarded to the Bidder, Bidder will, within seven days after the date of award of the Contract, enter into a Contract with the Owner and

furnish the required and executed contracts, insurance policy endorsements, certificates of insurance and performance and payment bonds. If Bidder fails to do this, Bidder will forfeit the amount of the cashier's check or bid bond as liquidated damages. The Bidder agrees that these liquidated damages are not a penalty. The bid bond and performance and payment bonds are required to be secured by an agency of the surety, which agency will have an established place of business in the State of Florida and will be duly licensed to conduct business therein.

Each bid and any attachments submitted will be placed in an opaque, sealed envelope plainly marked on the outside with:

"Bid for:

SkyCenter Site Development, Atrium and Pedestrian Bridge Authority Project No. 8225 17 FDOT FM Number: 441181-1 Tampa International Airport Tampa, Florida"

and with the name and address of the Bidder. Each bid will be delivered to the Owner or mailed to the Owner at Hillsborough County Aviation Authority, P. O. Box 22287, Tampa, Florida 33622, at the time and place stated on Page 00020-1.

The physical address of the Owner for overnight delivery, courier or express services is Hillsborough County Aviation Authority, Tampa International Airport, 4160 George J. Bean Parkway, Suite 2400, Administrative Building, Second Level, Red Side, Tampa, Florida 33607.

If mailed, the bid will be sent by certified/registered mail, with return receipt requested.

The Bidder must supply all information required by the bid form, Contract Documents and required attachments.

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

If you have any questions pertaining to this Project, please contact the Procurement Agent, James Hanney, at (813) 870-8779 or email at JHanney@TampaAirport.com.

END OF SECTION

1.01 GENERAL

- A. This Contract is to be financed in part by the Florida Department of Transportation (FDOT). Award of Contract is subject to the approval of the Hillsborough County Aviation Authority (Owner).
- B. Owner, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.
- C. Non-Discrimination and Segregated Facilities:
 - 1. Each Bidder will complete, sign and include in their Bid the Certification of Non-Segregated Facilities. If not submitted with the Bid, the Bid may be considered irregular and may be rejected. When a determination has been made to award a Contract to a specific Contractor, such Contractor will, prior to award, furnish such other pertinent information regarding compliance with Federal Regulation and Contractor's own employment policies and practices as the Federal Aviation Administration, the Owner, or the Secretary of the Labor Office of Federal Contract Compliance (OFCC) may require. Contractor will require similar compliance with its subcontractors. Where the Contract Price is \$10,000.00 or greater, Contractor will comply with Part 152 of the Federal Aviation Regulations as amended and specifically FAR 152.411 (c) and (d), incorporated herein by this reference. All such information required of a subcontractor will be furnished by the Contractor.
 - 2. The Equal Employment Opportunity Report Statement, Certificate of Non-Segregated Facilities, Equal Opportunity Clause, and all other EEO requirements will be included in all non-exempt subcontracts entered into by the Contractor. Subcontracts entered into by Contractor will also include all other applicable labor provisions. No subcontract will be awarded to a non-complying subcontractor.
 - 3. Affirmative Action: If the Contract is an Aviation Related Activity as defined in 14 CFR Part 152, and is a Construction Contract of \$10,000.00 or more, Contractor assures that it will undertake an Affirmative Action Program as required by 14 CFR Part 152 Subpart E, to insure that no person will, on the grounds of race, creed, color, national origin, or sex, by excluded from participating in or receiving the services or benefits of any program or activity covered by this Subpart. Contractor assures that it will require that its covered suborganizations provide assurances to the Contractor that they similarly will undertake Affirmative Action Programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E to the

Authority No. 8225 17

same effect.

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

D. Compliance with Governmental Requirements:

- The Bidder covenants and agrees that Bidder and Bidder's agents and 1. employees will comply fully with all applicable federal, state, county, municipal or other governmental laws, executive orders, wage, hour and labor, equal employment opportunity, Woman and Minority Owned Business Enterprises, pollution control, and environmental regulations, applicable national and local codes, and Hillsborough County Aviation Authority Rules and Regulations, and that Bidder will obtain all necessary permits, pay all required fees and taxes, and otherwise perform these services in a legal manner. To the maximum extent permitted by applicable law, the Bidder will indemnify and hold harmless the Owner, its Board members, officers, employees, agents, and volunteers from any fees, damages, fines or costs of any kind arising out of Bidder's or any of the Bidder's consultants, subcontractors, suppliers or agents of any tier or their respective employees' failure to comply with such governmental regulations. This obligation to indemnify and hold harmless will be construed separately and independently. If this clause is found to be in conflict with applicable law, the clause will be considered modified by such laws to the extent necessary to remedy the conflict.
- 2. Bidder certifies that all materials, equipment, etc., contained in their Bid meets all OSHA requirements.
- 3. Bidders must comply with the Fair Labor Standards Act.
- 4. It is the Authority's policy to promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this Procurement. Bidder agrees to abide by this Policy.
 - a. Using the definitions of activity, facility and program as found and defined in §§21.23(b) and 21.23(e) of 49 CFR §21, the Authority and Bidder will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non- discrimination requirements imposed by, or pursuant to FAA Grant Assurance 30.

E. Procurement Protest Policy:

1. Failure to follow the procurement protest policy set out in the Owner's policies constitutes a waiver of Bidder's protest and resulting claims. A copy of the procurement protest policy may be obtained by contacting the Owner via telephone at 813-870-8700 or via mail to Hillsborough County Aviation

Authority, Post Office Box 22287, Tampa, Florida 33622. The policy is also available on the Owner's website: www.TampaAirport.com > Learn about TPA > Airport Business > Procurement > Procurement Protest Policy. The Authority will post on its website, and make available for public access, any and all formal protest documents received on this solicitation.

F. Public Entity Crime Convicted Vendor List:

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

G. General Bond Requirements:

- 1. The bid security will be as specified; only the Bid Bond and Surety's Bond Affidavit as bound within these documents or a Cashier's Check is acceptable. Each separate Bid will be accompanied by a Cashier's Check or Bid Bond on the form provided herein in an amount of not less than 5% of the total amount bid, made payable to the Hillsborough County Aviation Authority. If a Bid Bond is provided in lieu of a Cashier's Check, it must be accompanied by a valid Power of Attorney indicating that the person signing the Bond on behalf of the Surety has full legal authority to do so. Failure to provide the Bid Bond or Cashier's check will result in your bid being found as non-responsive. If the Power of Attorney is not provided with the Bid Bond, the Bid may be considered irregular and may be rejected.
- 2. The amount of such Bid Bond or the Cashier's Check of the Bidder whose Bid is accepted will be forfeited and paid to the Owner as liquidated damages if said Bidder fails to enter into a Contract with the Owner and fails to furnish the required and executed contracts, certificates of insurance and performance and payment bonds within seven days after the date of the award of the Contract. The Bidder agrees that the liquidated damages are not a penalty and 5% of the total bid amount is reasonable.
- 3. Contract Payment and Performance Bonds will be as specified; only the Payment and Performance Bonds and Surety's Bond Affidavits as bound within these Contract Documents are acceptable.
- 4. The Surety of the Bond will be a corporate Surety authorized under the laws of Florida to do business in Florida, and authorized to write that type of bond through a licensed agent of the Surety located in Florida. The agent authorized to represent the Surety on the Bid Bond must be listed on the State website:

www.myfloridacfo.com. If the agent is not listed on the State website as an authorized representative of the Surety, the Bid may be considered irregular and may be rejected.

H. Insurance Requirements:

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

1.02 EXAMINATION OF CONDITIONS AFFECTING WORK

- A. Prior to submitting a Bid, each Bidder will examine and thoroughly familiarize itself with all existing conditions, including all applicable laws, codes, ordinances, rules and regulations that will affect their Work. Bidders will visit the Project Site, examine the grounds and all existing buildings, utilities, pavements and systems and will ascertain all conditions that will in any manner affect Work. Bidders will make a request to the Owner, in writing, for any additional information deemed necessary for Bidder to be fully informed as to exactly what is to be expected prior to submitting a Bid.
- B. The Owner will make available during normal business hours, at its offices, Record Documents and Drawings pertaining to the existing Site and Facilities at the Airport listed on Section 00020 INVITATION TO BID, Page 00020-1. These Record Documents and Drawings will not be considered a part of the Contract Documents but are provided by the Owner for information only to assist Bidders in ascertaining conditions that may affect the Work. Record Documents and Drawings have been maintained by the Owner solely for the Owner's own benefit, and do not necessarily indicate all existing conditions fully or accurately. Bidders will be solely responsible for all assumptions made in reliance upon Record Documents and Drawings.
- C. The Contract Documents describe the Work to be performed under this Contract and include, but are not limited to, the Bidding Documents, Bonds, Affidavits, Compliance Forms, Statements, Insurance Requirements and Documents, the Contract between Owner and Contractor (herein referred to as the Contract), Conditions of the Contract (General Conditions), General Requirements and other Requirements, Reports, and Specifications.
- D. The Bidders shall be responsible for obtaining any and all information that they consider necessary for the purpose of preparing and submitting their Bid.
- E. By submitting a Bid, Bidder certifies that it has investigated and is fully informed of the conditions to be encountered, of the character, quality and quantities of Work to be performed and materials to be furnished, and it has included in its Bid all items and costs necessary for the proper execution and completion of the Work.

1.03 CONE OF SILENCE AND INTERPRETATIONS

The Owner has established a cone of silence applicable to all competitive procurement processes, including this Bid. The cone of silence will be imposed beginning with the advertisement for this Bid and will end upon the Board's award of the Bid.

- A. The cone of silence prohibits any communications regarding this Invitation to Bid between:
 - 1. A potential respondent (which includes vendors, service providers, bidders, proposers, lobbyists and consultants) and their representative(s) and Owner's staff, except for communications with the Owner's procurement agent or other supporting procurement staff responsible for administering the procurement, provided the communication is strictly limited to procedural matters; and
 - 2. A potential respondent and their representative(s) and a Board member.
- B. Unless specifically provided otherwise, in addition to the exceptions set forth above, the cone of silence does not apply to:
 - 1. Communications with the Owner's Legal Affairs Department; and
 - 2. Oral communications at the Pre-Bid Conference; and
 - 3. Oral communications during any duly noticed Board meeting; and
 - 4. Communications relating to protests made in accordance with the Owner's Procurement Protest Policy.
- C. Any communications regarding matters of process or procedure from a potential Bidder must be referred to the Procurement Agent listed in Section 00020 INVITATION TO BID, Page 00020-3. Please refer to the Owner's website at www.TampaAirport.com > Learn about TPA > Airport Business > Procurement > Current Solicitation Opportunities for updated information pertaining to any addenda or revisions to the Bid schedule.
- D. No oral interpretation or clarification of the Contract Documents will be made to any Bidder. If Bidder requires clarification or finds any ambiguities, discrepancies in, or omissions or there is doubt as to the true meaning of any part of the Contract Documents, a written request for clarification or interpretation must be submitted to the Procurement Agent listed in Section 00020 INVITATION TO BID, Page 00020-3.
- E. All such interpretations and any supplemental instructions will be in the form of a written addendum posted on the Owner's website at www.TampaAirport.com > Learn about TPA > Airport Business > Procurement > Current Solicitation Opportunities. It is the responsibility of the Bidder to verify the Owner received their request by contacting the Procurement Agent listed in Section 00020 INVITATION TO BID, Page 00020-3. Failure of any Bidder to review any addendum will not relieve them from any obligation contained therein.
- F. The Owner will notify prospective Bidders of any changes by posting the addenda on the Owner's website.
- G. Any violation of the cone of silence will render voidable the bid, as well as the awarded Contract.

1.04 SUBSTITUTIONS

- A. The materials, products and equipment described in the Contract Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution. The Contractor is responsible for assuring that all suppliers, subcontractors and vendors conform to the Contract requirements.
- B. No substitution will be considered prior to the specified Bid submittal time and date unless written request for approval has been submitted in the proper format as a Request for Clarification. The burden of proof on the merit for the proposed substitution is upon the Bidder. The Owner's decision to approve or disapprove a proposed substitution is final.
 - In making requests for substitutions, the Bidder will list the particular system, product, or material Bidder wishes to substitute, and the justification for the substitution. Requests submitted will include any and all adjustments of that and any other Work affected thereby.
- C. If the Owner approves a proposed substitution prior to the specified Bid submittal time and date, such approval will be set forth in an Addenda. Bidders will not rely on approvals made in any other manner.
- D. No substitutions will be considered after the Bid submittal time and date except as specifically provided for in the Contract Documents.

1.05 ADDENDA

- A. Any Addenda issued by the Owner prior to the Bid submittal time and date for the purpose of changing the intent of the Contract Documents or clarifying the meaning of same, will be binding in the same way as if written in the Contract Documents. Since all Addenda are available to Bidders on the Owner's website, it is each Bidder's responsibility to check with the Procurement Department and immediately secure all Addenda before submitting Bids. It is the usual practice for the Owner to e-mail Addenda to known Bidders, but it cannot be guaranteed that all Bidders will receive Addenda in this manner. Each Bidder will acknowledge receipt of each and every Addendum by notation on the Bid Form. If acknowledgment is not given on the Bid Form, the Bid may be considered irregular and may be rejected.
- B. Request for Clarifications are due on the date listed in Section 00020 INVITATION TO BID, PAGE 00020-1. If addenda are to be issued, they will be posted on www.TampaAirport.com > Learn about TPA > Airport Business > Procurement > Current Solicitation Opportunities on the date listed in Section 00020 INVITATION TO BID, Page 00020-1.
- C. Any issue that may affect Bidder's ability to bid or to construct the Project may be submitted to the Procurement Agent after the Request for Clarification Deadline. The Owner will determine if the issue affects the Bidder's ability to bid or construct the Project and, if it substantially does so, will issue an Addendum addressing the issue.

1.06 CONTRACT DOCUMENTS

- A. Complete sets of the Contract Documents can be obtained from the Owner as designated in Section 00020 INVITATION TO BID.
- B. Bidders are expected to use complete sets of Contract Documents in preparing Bids. Bidder shall be solely responsible and liable for errors or misinterpretations resulting from the use of incomplete sets of Contract Documents.
- C. If Bidder has any questions or finds ambiguities, discrepancies in, or omissions from the Contract Documents, the Bidder shall promptly notify the Owner by submitting a Request for Clarification.
- D. By submitting a Bid, the Bidder certifies that it has thoroughly and fully examined the Contract Documents and that it has informed the Owner of any questions, ambiguities, discrepancies in, or omissions from the Contract Documents.

1.07 ISSUANCE OF BID FORMS

- A. The Owner reserves the right to refuse to issue the Contact Documents and Bid Form to a prospective Bidder should such Bidder be determined by the Owner to be non-responsible. Among the criteria which the Owner may use in making such determination are the following:
 - 1. Failure to comply with any qualification requirements of the Owner, including failure to supply such information as the Owner may require in evaluating the qualifications of Bidders or failure to supply the Owner with such documents or information as the Owner may request to assist the Owner in evaluating the responsibility of prospective Bidders.
 - 2. Past performance of the Bidder or any affiliated or related entity.
 - 3. Failure of the Bidder or any affiliated or related entity to pay or satisfactorily settle all bills for labor and material on any former contract with the Owner.
 - 4. The outstanding obligations of the Bidder, whether previously assumed or to be assumed in the future.
 - 5. Unsatisfactory, defective, or non-conforming work on any previous contract with the Owner by the Bidder or any affiliated or related entity.
 - 6. The present relationship between the Owner and the Bidder (or any affiliated or related entity), including the existence of any unresolved disputes arising out of past projects.
- B. The issuance of the Contract Documents and Bid Form to a particular Bidder will not prevent or preclude the Owner from determining at a later date that a particular Bidder or entity is non-responsible. The Owner at all times reserves the right to refrain from issuing the Contract Documents or awarding this Contract to a non-responsible entity or to any affiliated or related entity, including the Owner of any non-responsible entity and

subsidiaries of such Owner, as well as any successor, assignee, transferee or majority interest holder of any non-responsible entity.

1.08 RESPONSIBILITY OF BIDDERS

- A. The Owner reserves the right to investigate and determine the responsibility of the Bidders before and after Bids are received. Owner will not award the Contract to any Bidder determined by Owner to be non-responsible. Among the criteria which Owner may use in making such determination are the following:
 - 1. Failure to comply with any qualification requirements of the Owner, including failure to supply such accurate information as the Owner may require in evaluating the responsibility of Bidders or failure to supply the Owner with such documents or information as the Owner may request to assist the Owner in evaluating the responsibility of prospective Bidders.
 - 2. Failure of the Bidder to obtain proper license (if any is required) prior to bidding, i.e. if Bidder is not certified and licensed in accordance with the appropriate State of Florida Statutes and appropriate State of Florida construction or professional licensing boards, including but not limited to the requirements of Chapters 255 and 287 of the Florida Statutes. In addition, applicable license(s) must be current and active throughout the life of the project.
 - 3. Past performance of the Bidder, one or more of the listed Subcontractors or any affiliated or related entity.
 - 4. Failure of Bidder or any affiliated related entity to pay or satisfactorily settle all bills for labor and materials on any former contract with Owner.
 - 5. The outstanding obligations of the Bidder, whether previously assumed or to be assumed in the future.
 - 6. Unsatisfactory, defective, or non-conforming work on any previous contract with the Owner by the Bidder, one or more of the listed subcontractors, or any affiliated or related entity.
 - 7. The present relationship between the Owner and the Bidder (or any affiliated or related entity), including the existence of any unresolved disputes arising out of past projects.
 - 8. The financial condition of the Bidder. Such evidence of financial responsibility will consist of a confidential statement or report of the Bidder's financial resources and liabilities as of the last calendar year or the Bidder's last fiscal year. Such statements or reports will be certified by a public accountant. At the time of submitting such financial statements or reports, the Bidder will further certify whether their financial responsibility is approximately the same as stated or reported by the public accountant. If the Bidder's financial responsibility has changed, the Bidder will qualify the public accountant's statement or report to reflect the Bidder's true financial condition at the time such qualified statement or report is submitted to the Owner.

- 9. Experience of the Bidder and/or its listed subcontractors in performing Work of this nature.
- 10. Submission of appropriate Women and Minority Owned Business Enterprise (W/MBE) information.
- 11. Past compliance with the Owner's W/MBE Policy and Program on Owner projects only.
- 12. Submission, upon request, of the Bid Documents.
- 13. Bidders, subcontractors or material suppliers listed on the State or Federal convicted list or FDOT Suspension list.
- 14. Lack of Competency of Bidder. The Contract will be awarded only to a Bidder considered to be capable of performing the Work as required by the Contract Documents. Owner may declare any Bidder ineligible at any time during the process of receiving bids or awarding the Contract where developments arise which, in the opinion of the Owner, adversely affect the Bidder's competency to perform the Work and to discharge its responsibilities under the Contract.
- 15. If Bidder is not registered with the Florida Division of Corporations and authorized to do business in Florida.
- 16. If Bidder is listed on any of the following lists:
 - a. State Convicted Vendor List.
 - b. Federal Convicted Vendor List.
 - c. FDOT Suspension List
 - d. Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector.
- 17. Failure to register with the Owner as a Supplier (www.TampaAirport.com >Learn about TPA > Business Opportunities > Procurement > Supplier Registration). For general questions concerning the Supplier Registration process call 813-870-8796.

1.09 PREPARATION AND SUBMISSION OF BID

- A. Sealed Bids for the construction of the Work generally described will be received until the time and date stated in the Section 00020 INVITATION TO BID.
- B. Bids received without Section 00300 BID FORM will be found non-responsive.
- C. Bids received without Sections 00340 BID SCHEDULE will be found non-responsive.

- D. Bids received without Section 00400-1 Bid Bond or a Cashier's Check will be found non-responsive. Bids received without Section 00400-2 –SURETY BOND AFFIDAVIT may be considered irregular and may be rejected.
- E. Bids received without Section 00415 TRENCH SAFETY CERTIFICATION may be considered irregular and may be rejected.
- F. Bids received without Section 00417 WOMAN AND MINORITY OWNED BUSINESS ENTERPRISE (W/MBE) ASSURANCE AND PARTICIPATION may be considered irregular and may be rejected.
- G. Bids received without Section 00418 CERTIFICATE OF NON-SEGREGATED FACILITIES may be considered irregular and may be rejected.
- H. Bids received without Section 00420 Bidder's General Business Information may be considered irregular and may be rejected.
- I. Bids received without Section 00421 SCRUTINIZED COMPANY CERTIFICATION may be considered irregular and may be rejected.
- J. Bids received without Section 00422 E-VERIFY CERTIFICATION may be considered irregular and may be rejected.
- K. Bids received without Section 00423 NON-COLLUSION CERTIFICATION may be considered irregular and may be rejected.
- L. Bids received without Section 00430 SUBCONTRACTORS LIST may be considered irregular and may be rejected.
- M. Bids received without Section 00440 BIDDER'S SELECTION OF PAYMENT METHOD may be considered irregular and may be rejected.
- N. Each bid submitted will include one set of signed originals of all the items listed in Paragraph R of this Section with the exception of those marked with an asterisk.
- O. Due to the allocation of funds, successful Bidders will be required to provide a Schedule of Values in a manner acceptable to the Design Professional and Owner, and in accordance with the Contract Documents.
- P. Each Bid and any attachments submitted will be placed in a sealed opaque envelope plainly marked on the outside with:

"Bid for:

SkyCenter Site Development, Atrium and Pedestrian Bridge Authority Project No. 8225 17 FDOT FM No. 441181-1 Tampa International Airport Tampa, Florida" When sent by mail, certified/registered, the sealed Bid, marked as indicated above, should be enclosed in an additional envelope. No Bid will be considered unless received at the place specified in the Contract Documents before the Bid submittal time and date specified for opening all Bids. Bids received after the specified Bid submittal time and date will be returned to the Bidder unopened.

The envelope will contain one set of signed originals of the following documents except those with an asterisk. Those documents with an asterisk may have copies of the completed, signed originals submitted.

SECTION	TITLE
00300	BID FORM
00340	BID SCHEDULE
00350	BID AFFIDAVIT
00400-1	BID BOND or (Cashier's Check)
00400-2	SURETY BOND AFFIDAVIT
00415	TRENCH SAFETY CERTIFICATION
00417*	WOMAN AND MINORITY OWNED BUSINESS ENTERPRISE ASSURANCE AND PARTICIPATION
00418	CERTIFICATE OF NON-SEGREGATED FACILITIES
00420	BIDDER'S GENERAL BUSINESS INFORMATION
00421	SCRUTINIZED COMPANY CERTIFICATION
00422	E-VERIFY CERTIFICATION
00423	NON-COLLUSION CERTIFICATION
00430	SUBCONTRACTORS LIST
00440	BIDDER'S SELECTION OF PAYMENT METHOD

- Q. The Bidder will have downloaded Contract Documents from the Owner and must submit their Bid on the forms furnished by the Owner in the Contract Documents. Bids submitted by Bidders who have not downloaded Contract Documents from the Owner's website may be rejected. All blank spaces in the Bid forms must be correctly filled in where indicated and the Bidder must state the price(s) (written in ink) both in words and numerals. The words, unless obviously incorrect, will govern.
- R. Bids will be submitted as indicated in Section 00300 BID FORM and will be signed in ink

- by an official of the firm submitting the Bid. If Section 00300 BID FORM is not submitted with the Bid, the Bid will be found non-responsive.
- S. Erasures or other changes in a Bid will be explained or noted over the signature of the Bidder.
- T. Bids containing reservations, conditions, omissions, unexplained erasures or alterations, items not required in the Bid or irregularities of any kind may be rejected by the Owner.
- U. Each Bid will indicate the full business name and address of the Bidder and will be signed by Bidder with Bidder's usual signature.
- V. A Bid submitted by a partnership will list the names of all partners and will be signed in the partnership name by one of the members of the partnership.
- W. A Bid submitted by a corporation will be executed in the legal name of the corporation. If the Bid Affidavit is signed by a person other than the President or Vice President of the corporation, such person must furnish a corporate resolution showing their authority to bind the corporation. The name of each person signing the Bid will be typed or printed below the signature.
- X. When requested by the Owner, a Power of Attorney or other satisfactory evidence of the authority of the officer signing in behalf of the corporation will be furnished for the Owner's records.
- Y. The Bid will be accompanied by a Bid Bond and Surety's Bond Affidavit executed on the forms provided or a Cashier's Check payable to the Owner, in an amount not less than 5% of the bid amount. If a Bidder withdraws its Bid within 85 calendar days (or 115 calendar days if federal funds are applicable) from the date on which Bids are opened, or if a Bidder is awarded the Contract but fails, refuses or neglects to execute and return the Contract or to furnish acceptable Insurance Documents and the required Certificates of Insurance, Payment and Performance Bonds within seven calendar days after the date of award of the Contract, then the amount of the Bond or cashier's check will be paid to, or retained by, the Owner as liquidated damages. The Bidder agrees that the Liquidated Damages are not a penalty and 5% of the total bid amount is reasonable.
- Z. When sent by mail, the sealed Bid, marked as indicated in this Section, will be enclosed in an additional envelope and sent by certified/registered mail with return receipt requested. No Bid will be considered unless received on or before the time and at the place designated in the INVITATION TO BID. The Owner will in no way be responsible for delays caused by the U.S. Postal Service or any other deliverer of the Bid, or for delay caused by any other occurrence.
- AA. The Bidder will supply all information required by the Bid Form and Contract Documents.

1.10 MODIFICATIONS OR WITHDRAWAL OF BIDS

A. A Bidder may withdraw and resubmit a Bid, provided that Bidder's request for withdrawal is received by the Owner in writing before the time specified for submittal of Bids. Revised Bids must be received at the place specified in the Contract Documents

- before the time and date specified for submittal of Bids. Modifications will not reveal original amount of bids. Bid Bonds must reflect modifications.
- B. Negligence on the part of the Bidder in the preparation of their Bid will not be grounds for modification or withdrawal of the Bid after the Bid Submittal time and date.

1.11 PUBLIC OPENING OF BIDS

- A. Bids will be opened and read publicly at the time and place specified in the Contract Documents. Bidders, their authorized agents, and other interested persons are invited to attend.
- B. Bids that have been withdrawn (by written or e-mail request) or received after the time and date specified for submittal of Bids will be returned to the Bidder unopened.
- C. Owner reserves the right to correct, in all Bids, obvious mathematical or transposition errors within the Bid Prices or Total Bid Price, as long as the intent of the Bidder is reasonably clear from the Bid.
- D. All Bids and other materials or documents submitted by a Bidder for this Project will become property of the Owner. The Owner is subject to the public records requirements of Florida State Statute Chapter 119, and as such, all materials submitted by the Bidder to the Owner are subject to public disclosure. The Bidder specifically waives any claims against the Owner related to the disclosure of any materials if made under a public records request.

1.12 REJECTION OF BIDS

- A. Bids containing any omission, alterations of form, additions or conditions not called for, conditional or alternate bids unless called for, incomplete bids, or Bids otherwise regular which are not accompanied by a Cashier's Check or Bid Bond may be considered irregular and may be rejected.
- B. The Owner reserves the right, in Owner's judgment and sole discretion, to reject any or all Bids, to waive any formalities, technicalities or irregularities therein, to avoid or refrain from awarding a contract for Work, and to re-advertise for Bids.
- C. Bids may be considered irregular for the following reasons:
 - 1. If the Bid is on a form other than that furnished by the Owner, or if the Owner's form is altered.
 - 2. If there are unauthorized additions, conditional or alternative pay items, or irregularities of any kind which made the Bid incomplete, indefinite or otherwise ambiguous.
 - 3. If the Bid is not accompanied by all the Documents listed in Item 1.09 Q.
 - 4. Submitting more than one Bid from the same partnership, firm or corporation under the same or different name.

- 5. Evidence of collusion among Bidders. Bidders participating or previously participating in such collusion will be disqualified as Bidders for this and any future work of the Owner until any such participating Bidder has been reinstated by Owner as a qualified Bidder.
- 6. Evidence that Bidder has a financial interest in the firm of another Bidder for the same Work.
- 7. If the Bidder, employee or agent of the Bidder has a Conflict of Interest as determined by the Director of Procurement.
- 8. If Bidder is considered to be "non-responsible" for any reason specified in Item 1.08-RESPONSIBILITY OF BIDDERS of this Section.
- D. Bids will be considered non-responsive for the following reasons:
 - 1. If the bid is not accompanied by Section 00340-BID SCHEDULE or Section 00400-1-BID BOND.
 - Bids received that do not meet the requirements specified in Section 1.14 -WOMAN AND MINORITY OWNED BUSINESS ENTERPRISE (W/MBE) POLICY AND PROGRAM.
 - 3. If Bidder cannot demonstrate ability to obtain Contract required insurance specified in Section 00650 INSURANCE REQUIREMENTS.
- E. The Owner reserves the right to reject any and all Bids for any reason including but not limited to that the Bid is higher than the Owner approved budget or estimated project cost.

1.13 ESCROW OF BID DOCUMENTS

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

1.14 WOMAN AND MINORITY OWNED BUSINESS ENTERPRISE (W/MBE) POLICY AND PROGRAM

A. Policy: It is the policy of the Owner that W/MBE as defined herein will have full and fair opportunities to compete for and participate in the performance of all non-federally funded contracts or in the purchase of goods and services procured by the Owner and the Bidder will take all necessary and reasonable steps to ensure that W/MBEs have full and fair opportunities to compete for and perform subcontracts. Bidders will demonstrate that they will subcontract with certified W/MBEs, or clearly demonstrate in a manner acceptable to the Owner its good faith efforts to obtain W/MBE

subcontractors. The successful bidder's W/MBE commitment <u>as stated on their Letter(s)</u> of Intent will be enforceable under the terms of the Contract.

A business certified as a W/MBE by Hillsborough County, City of Tampa, State of Florida Office of Supplier Diversity (OSD) or as a DBE certified under the FLUCP program, will be eligible to participate on Owner funded contracts as a W/MBE firm pursuant to the Owner's W/MBE Policy and Program.

Bidders are encouraged to refer to the Owner's W/MBE Policy and Program which is posted on the Owner's website: www.TampaAirport.com. Links to the various websites that have directories of certified W/MBE firms are also available on the Owner's website.

B. W/MBE Obligation: Each contract the Owner executes with the Bidder and each subcontract the Bidder executes with a subcontractor, must include the following clause:

"The bidder/proposer, contractor, supplier/vendor and subcontractor will not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The bidder/proposer, contractor, supplier/vendor or subcontractor will carry out applicable requirements in the Owner's W/MBE policies and programs in the award and administration of Owner contracts. Failure of bidder/proposer, contractor, supplier/vendor or subcontractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the Owner deems appropriate which may include, but not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Assessing liquidated damages; and/or
- (4) Disqualifying the bidder/proposer, contractor, supplier/vendor or subcontractor from future bidding as non-responsible."
- C. Certification of Eligible W/MBEs: To ensure the eligibility of W/MBEs proposed to participate on the Contract, all W/MBEs must be certified by the FLUCP, City of Tampa, Hillsborough County or the State of Florida Office OSD. W/MBEs must be certified with the appropriate agencies at the time bids are received and Letters of Certification must be included in the sealed bid envelope when submitted to the Owner.
- D. W/MBE Goals: W/MBE Goals may be established for contracts with subcontracting opportunities. The Bidder will subcontract with certified W/MBEs at least 14.4% of the dollar value of the Contract. Only certified W/MBEs will count toward the Contract Goal.

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

- E. Bidder Efforts to Meet W/MBE Subcontract Goals:
 - The Bidder will satisfy the Owner that it has made "Good Faith Efforts" to utilize W/MBEs in meeting the established Goal. "Good Faith Efforts" are those efforts that could reasonably be expected to result in W/MBE Goal attainment by a Bidder who aggressively and actively seeks to obtain W/MBE participation. Efforts that are merely "Pro Forma" are not "Good Faith Efforts" to meet W/MBE Goals. In determining whether or not the apparent successful Bidder has made such "Good Faith Efforts" to meet the Goal, some of the factors the Owner will consider are the following:
 - a. Whether the Bidder advertised in newspapers of general circulation, websites, trade association, and minority-focus media concerning the subcontracting opportunities prior to bid opening;
 - Whether the Bidder provided written notice by certified mail, facsimile
 or electronic mail prior to the bid submission date to a reasonable
 number of W/MBEs that their interest in the Contract was being
 solicited and giving W/MBE sufficient time to prepare a response to the
 request;
 - Whether the Bidder followed up initial solicitations of interest by contacting W/MBEs to determine with certainty whether the W/MBEs were interested;
 - d. Whether the Bidder selected portions of the Work to be performed by W/MBEs in order to increase the likelihood of meeting the W/MBE Goals including, where appropriate, breaking down contracts into economically feasible units to facilitate W/MBE participation;
 - e. Whether the Bidder provided interested W/MBEs with adequate information about the Drawings, Specifications or requirements of the Contract;
 - f. Whether the Bidder negotiated in good faith with interested W/MBEs, not rejecting W/MBEs as unqualified without sound reasons based on a thorough investigation of their capabilities;
 - g. Whether the Bidder made efforts to assist interested W/MBEs in obtaining bonding, lines of credit, or insurance required by the Owner or Contractor;
 - h. Whether the Bidder effectively used the services of available minority community organizations, minority trade or business groups, local, state and federal minority business assistance offices, and other organizations that provide assistance in the recruitment and placement of W/MBEs;
 - Whether the Scope of Work submitted by the Bidder to any W/MBE contractor, W/MBE subcontractor, W/MBE sub-subcontractor, W/MBE supplier, W/MBE sub-supplier or W/MBE sub-sub-supplier, and so on,

- either directly or in-directly, was intended to achieve, in whole or in part, the specified W/MBE participation;
- j. Whether the replies or quotes from W/MBEs in response to Scopes of Work provided to them by contractors, either directly or indirectly, were fair and responsive;
- k. Whether the Bidder fairly represented W/MBE quotations in the formulation of the Bidder's bid as shown on the Contractor's bid tabulation or other work documents supporting the Bidder's bid; and
- Ι. Whether all other bidders met the W/MBE Goal but the apparent low bidder or most qualified bidder did not.
- 2. Bidders who do not meet the W/MBE Goal may satisfy the Good Faith Efforts requirement by documenting their efforts to do so. If the Owner subsequently determines that the Bidder did not satisfy the Good Faith Efforts, the Bidder is entitled, at their option, to the administrative reconsideration process as outlined in the Owner's W/MBE policy.
- 3. Any Bidder who meets the W/MBE Goal will be deemed to have made the necessary "Good Faith Efforts" without the need for further proof. Failure to meet the Goal or satisfy the Good Faith Efforts requirements, may cause the Bid to be determined to be non-responsive.
- 4. The Owner reserves the right to require such additional and supplemental information solely for the purpose of clarifying the W/MBE information submitted by the Bidder. The determination of whether Bidder's efforts were made in "good faith" will be made by Owner.

1.15 TRENCH SAFETY ACT/STANDARDS

TPA / SkyCenter Site Development, Atrium and Pedestrian Bridge

- A. Section 553.62, Florida Statutes incorporates the Occupational Safety and Health Administration's (OSHA) Safety Standards, 29 CFR, Section 1926.650 Subpart P, as the State standard.
- В. All trench excavation performed in excess of 5-feet in depth will comply with Florida Statutes, Section 553.63(1)(a), 553.63(1)(b), and 553.63(1)(c).
- C. The cost of trench excavation in excess of 5-feet in depth will be identified in Section 00415 - TRENCH SAFETY CERTIFICATION. All costs to comply with trench safety standards will be incidental to the Project or various related Pay Items.
- D. Bids received without Section 00415 - TRENCH SAFETY CERTIFICATION may be considered irregular and may be rejected.

END OF SECTION

TO:

HILLSBOROUGH COUNTY AVIATION AUTHORITY

OWNER Tampa International Airport Post Office Box 22287 Tampa, Florida 33622

FROM:

BIDDER NAME Hensel Phelps Construction Co.						
STREET AD	DRESS	6557 Hazeltine National Dr., Suite 1				
CITY, STATE, ZIP		Orlando, FL 32822				
	DATE	November 7, 2018	PHONE	(407) 856-2400		
E-MAIL		khazen@henselphelps.com				
		(Person to receive recommendation of award notification)				

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

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

The undersigned, as Bidder, does hereby declare that, having familiarized itself with the local conditions affecting the cost of the Work, Owner's policies, procedures, rules, regulations and manuals affecting the cost of the Work, Contract Documents including the Project Manual (consisting of Bidding and Contract Requirements, and the Specifications), Drawings, and other related Contract Documents prepared by the Owner and titled: SkyCenter Site Development, Atrium and Pedestrian Bridge.

Tampa International Airport Airport Name:

Authority Project No.: 8225 17

FDOT FM Number: 441181-1

Project Title: SkyCenter Site Development, Atrium and Pedestrian Bridge

Dated: September 11, 2018

together with all Addenda to such Contract Documents as listed herein (Paragraph 1.08), it proposes to furnish all materials and labor specified and perform all Work required in strict accordance with the provisions of Contract Documents noted above for the consideration of the prices quoted in Section 00340 - BID SCHEDULE, titled the same as written above, attached hereto and incorporated by reference.

- The undersigned affirms that in making such Bid, neither Bidder nor any company that Bidder 1.02 may represent, nor anyone on behalf of Bidder or Bidder's company, directly or indirectly, has entered into any combination, collusion, undertaking or agreement with any other Bidder or Bidders to control the prices of said Work, or any compact to prevent any other Bidder or Bidders from bidding on said Contract or Work, and further affirms that such Bid is made without regard or reference to any other Bidder or Bid and without any agreement or understanding or combination, either directly or indirectly, with any other person or persons with reference to such bidding in any way or manner whatsoever. The undersigned acknowledges that the Owner is relying on the statements made herein.
- Each Bidder agrees that all documents relied upon in making or supporting their Bid will be 1.03 retained in escrow prior to the date the Contract is awarded and will be preserved and maintained during the course of the Work until Final Payment is made. The Owner will have the right to inspect any and all such Bid Documents and to verify that such Bid Documents are properly escrowed, in a manner satisfactory to the Owner, prior to the time of the award of the Contract, or at any time thereafter during the course of the Work.
- The undersigned, when notified of the acceptance of this Bid, does hereby agree to enter into a 1.04 Contract and return such signed (executed) Contract to the Owner along with the fully executed Performance Bond and Payment Bond with good and sufficient Surety and furnish the required Certificates of Insurance and Insurance Policy endorsements, within seven days after the date of award of the Contract.

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

The undersigned further agrees that if awarded the Contract, Bidder will commence the Work within ten days after the date of Notice to Proceed and that Bidder will achieve Substantial Completion within 500 days after issuance of the Notice to Proceed.

The Owner may issue a Notice to Proceed seven days after the date of award of the Contract. However, the Contractor will not use or occupy Owner's premises in connection with the

TPA / SkyCenter Site Development, Atrium and Pedestrian Bridge

Contract until all documentation required by the Contract Documents has been submitted, accepted and executed by the Owner. Refer to Section 00500 - AWARD OF CONTRACT AND EXECUTION OF CONTRACT BONDS and Section 00650 – INSURANCE REQUIREMENTS.

Should the undersigned fail to achieve Substantial Completion within the time(s) specified in the Contract and the Contract Documents, the Owner may retain the sum specified in the Contract for each day that the Work remains incomplete beyond the time limit(s), which sum will represent not a penalty but liquidation of a reasonable portion of the damages that will be incurred by the Owner by failure of the undersigned to complete the Work within the days stipulated. The undersigned agrees that the assessment of actual damages at the time the Contract is entered into is uncertain. By bidding on the project, the undersigned signifies that it agrees that the sum specified in the Contract for the Liquidated Damages is reasonable. The undersigned agrees that the Liquidated Damages in the Contract are solely for delay and loss of use.

- 1.05 In submitting this Bid, it is understood that the right is reserved by the Owner to waive formalities, technicalities and irregularities and to reject all Bids. It is agreed that this Bid may not be withdrawn for a period of 85 calendar days (or 115 calendar days if federal funds are applicable) after the opening thereof.
- 1.06 The Bidder attaches hereto a Cashier's Check or Bid Bond payable to the Hillsborough County Aviation Authority, as required under Section 00020 INVITATION TO BID, and the Bidder agrees that in case Bidder fails to fulfill obligations under the Bid, the Owner, may, at its option, determine that the Bidder has abandoned Bidder's rights and interest in such Bid and that the Cashier's Check or Bid Bond accompanying their Bid has been forfeited to the Owner as liquidated damages. Otherwise, the Cashier's Check or Bid Bond will be returned to the Bidder upon the execution and return of the Contract and the acceptance of the Bonds and Insurance, or upon rejection of the Bid. The Bidder agrees that the Liquidated Damages are not a penality and 5% of the total bid amount is reasonable.
- 1.07 The undersigned affirms that Bidder has completed, signed and included in its Bid submission all documents as listed in Section 00100 INSTRUCTIONS TO BIDDERS, Item 1.09, Q.

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

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

The undersigned affirms that Bidder has completed all of the blank spaces in the "Bid Schedule" with an amount in words and numbers and agrees that where a discrepancy occurs between the prices quoted in words and/or numbers, the figure quoted in words will take precedence and govern when determining costs or award of Contract.

TPA / SkyCenter Site Development, Atrium and Pedestrian Bridge Addendum No. 6

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

1.08 The undersigned acknowledges receipt of the following Addenda:

1.09

2.

TPA / SkyCenter Site Development, Atrium and Pedestrian Bridge

	ENDUM NUMBER	DATED		
water#	1	-	8/29/18	
	2		10/1/18	
	3		10/9/18	
	4		10/18/18	
	5		10/19/18	
	6		10/24/18	
	or C. and strike out the	e other one.)	he Bidder will complete A. and the appropriate port FEI) number: 84-0876644	
В.	Corporation:			
υ.	'			
υ.	1. A corporati	on, duly orga	nized and doing business under the laws of the Stat , for whom, bearing official title of	e of
Ь.	1. A corporati		nized and doing business under the laws of the Stat , for whom, bearing official title of re is affixed to this bid, is duly authorized to execute	
Б.	1. A corporati		, for whom, bearing official title of	
ь.	1. A corporati	hose signatur	, for whom, bearing official title of e is affixed to this bid, is duly authorized to execute	
Б.	1. A corporati N/A , w contracts. Date of Incorporati	hose signatur	, for whom, bearing official title of e is affixed to this bid, is duly authorized to execute	

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

Addendum No. 6

Date of Certificate of Authority to transact business in Florida: $\underline{\text{N/A}}$

If Foreign Corporation (non-Florida):

Partnership:		
A partnership, all of the mem partners as such).	bers of which, with addres	ses are: (Designate general
Hensel Phelps Parent 1, Inc.	47-3860340	420 6th Ave., Greeley, Co
Hensel Phelps Parent 2, Inc.	47-3859357	420 6th Ave., Greeley, C
continue if required		
registered agent required for	service of process.	
Name and address of	f Florida registered agent f	or service of process:
	f Florida registered agent f	or service of process:
Corporation Service Co	f Florida registered agent f ompany	or service of process:
Corporation Service Co	f Florida registered agent f ompany	or service of process:
Corporation Service Co	f Florida registered agent f ompany	or service of process:
Corporation Service Control 1201 Hays Street Tallahassee, FL 3230 Other Entity A N/A duly organic	f Florida registered agent fompany 1 ized and duly doing busine	ss under the laws of the State of
Corporation Service Control 1201 Hays Street Tallahassee, FL 3230 Other Entity A N/A duly organic	f Florida registered agent fompany 1 ized and duly doing busine aring the title of	or service of process: ss under the laws of the State of, whose signature is affixed
Corporation Service Control 1201 Hays Street Tallahassee, FL 3230 Other Entity A N/A, duly organized for whom, beauto this bid, is duly authorized.	f Florida registered agent fompany 1 ized and duly doing busine aring the title of I to execute contracts.	ss under the laws of the State of, whose signature is affixed
Corporation Service Control 1201 Hays Street Tallahassee, FL 3230 Other Entity A N/A, duly organized for whom, beauto this bid, is duly authorized.	f Florida registered agent fompany 1 ized and duly doing busine aring the title of	ss under the laws of the State of, whose signature is affixed
Corporation Service Control 1201 Hays Street Tallahassee, FL 3230 Other Entity A N/A, duly organized for whom, beauto this bid, is duly authorized.	f Florida registered agent fompany 1 ized and duly doing busine aring the title of I to execute contracts.	ss under the laws of the State of, whose signature is affixed
Corporation Service Control 1201 Hays Street Tallahassee, FL 3230 Other Entity A N/A, duly organized for whom, beauto this bid, is duly authorized.	f Florida registered agent fompany 1 ized and duly doing busine aring the title of I to execute contracts.	ss under the laws of the State of, whose signature is affixed

ALL BIDDERS MUST SIGN AND EXECUTE THE FOLLOWING:

Dated and signed at Orlando, Flo	rida,
on this ^{7th}	_ day of <u>November</u> , 20 <u>18</u> .
	NAME OF BIDDER Hensel Phelps Construction Co. By:
	(Signature) TITLE Vice President
	BUSINESS ADDRESS 6557 Hazeltine National Dr., Suite 1
	Orlando, FL
WITNESSES:	allo
(Signature)	l
By: V CS (Signature)	

END OF SECTION

00300-6

Authority Project No. 8225 17 SkyCenter Site Development, Atrium and Pedestrian Bridge Tampa International Airport

Tampa, Florida	Total Amount Bid Price Per Item	Item Description and Bid Price (In Numbers) Qnty Unit Qnty (In Words)	1 All work for SkyCenter Site Development, Atrium and Pedestrian Bridge 1 All work for SkyCenter Site Development, Atrium and Pedestrian Bridge 1 LS \$ 64,316,000 1 LS \$ 64,316,000 1 RS \$ 64,316,000	ance One Million Seven Hundred Thousand Dollars ZERO Cents \$ 1,700,000.00 In Numbers	Sixty - Six Million Sixteen Thousand Signature of Bidder: Cents Total for all Bid Items including Owner's Allowance (in numerals) Signature of Bidder: Hensel Phelps Construction Co. (Same of Bidder: Kirk J. Hazen, Vice President Date: November 7, 2018
		Bid Item Number	Sixty - Faur Millian Th	2 Owner's Allowance	Total for all Bid Items including Owner's Allowance (in words) Sixty - Six Million Sixteen No

TPA / SkyCenter Site Development, Atrium and Pedestrian Bridge

Authority Project No. 8225 17

BID SCHEDULE

00340-1

SECTION 00350 - BID AFFIDAVIT

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

STATE OF	FLORIDA
COUNTY OF ORANG	GE
and that it had law into any agreement controlling of the parceling or farming Contract or any of will not divulge the	, of lawful age, being first duly sworn, That it executed the accompanying Bid on behalf of the Contractor named herein, iful authority so to do, and said Contractor has not directly or indirectly entered it, express or implied, with any contractor or contractors, having for its object the price or amount of such Bid or any Bids, the limiting of the Bid of contractors, the ing out to any contractor or contractors or to other persons of any part of the the subject matter of the Bids, or of the profits thereof, and that it has not and a sealed Bid to any person whomsoever, except those having a partnership or erest with them in said Bid or Bids, until after the sealed Bid or Bids are opened.
Signed By:	Wirk J. Hazen, Vice President day of November
, 20 <u>18</u> .	vorn to before me this 7th day of November
My Commission E	xpires: By: Notary Public (Signature)
My Comm.	OWALTERS Ertstandfloridt signed by the President or Vice President of the Company] on # GG 079145 Expires Jun 28, 2021 gh National Notary Assn.
1	END OF SECTION

		NI/A	
BOND	NO.	N/A	

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

KNOW ALL MEN BY THESE PRESENTS: That the undersign	led Hensel Phelps Construction
as Principal, and Travelers Casualty and Surety Con	npany Aviation Authority in the sum of
as Surety , are held and firmly bound unto the Hillsbor 5% of the bid amount shown on 00340 – BID SCHEDULE fo we hereby jointly and severally bind ourselves, our heirs, 6	r the payment of which, well and truly to be made,
THE CONDITION OF THIS OBLIGATION is such that if Princ	cipal:
 Does not withdraw the attached Bid Amount sho Project No. 8225 17 entitled SkyCenter Site Development International Airport for a period of 85 calendar days (o applicable) after the date on which the Bids are opened; 	n t, Atrium and Pedestrian Bridge at Tampa r 115 calendar days if federal funds are
2. Enters into a written Contract and furnishes the Payment and Performance Bonds with surety or sureties Authority within seven days after the date of award of to Otherwise the same will be in full force and the full amo Hillsborough County Aviation Authority as stipulated he Signed this	he Contract, then this obligation will be void; unt of this Bid Bond will be paid to the crein.
CONTRACTOR MUST INDICATE WHETHER CORPORATION, PAF PERSON SIGNING FOR THE CONTRACTOR WILL SIGN HIS/HER THE PERSON SIGNING FOR A CORPORATION IS OTHER THAN T FURNISH A CORPORATE RESOLUTION SHOWING HIS/HER AUT	OWN NAME AND SIGN CORPORATE TITLE. WHEN THE PRESIDENT OR VICE PRESIDENT, HE/SHE MUST
(Affix Contractor's Corporate Seal)	Bu hill Hygan
Hensel Phelps Construction	(Signature)
Name of Contractor	()
Type Name and Title Below:	Address: 6557 Hazeltine National Drive, Suite One Orlando, FL 32822
Kirk J. Hazen, Vice President	407-856-2400 407-856-6111
	Telephone Number Fax Number
(Affix Surety's Corporate Seal)	
Travelers Casualty and Surety Company Name of Surety	
By: Attorney in Fact for Surety (Signature)	By:
Type name of Attorney in Fact: Kelly T. Urwiller	Type name of Fla. Licensed Agent: Kelly T. Urwiller License Number: W485802
Attorney in Fact Address:	Agent Address:
4687 W. 18th Street, Greeley, CO 80634	4687 W. 18th Street, Greeley, CO 80634
970-506-3204 970-506-6864	970-506-3204 970-506-6864 Telephone Number Fax Number
Telephone Number Fax Number	Telephone Number Fax Number

SECTION 00400 2-SURETY BOND AFFIDAVIT

STATE OF	Florida		
COUNTY OF	Hillsborough		
DEFORE ME THE HINDER	SIGNED ALITHORITY PERSO	DNALLY APPEARED	
Kally T. Unwiller			, WHO, BEING
DULY SWORN DEPOSES	AND SAYS THAT THEY ARE	A DULY AUTHORIZED FLORIDA LIC	CENSED INSURANCE
AGENT PROPERLY LICEN	ISFD UNDER THE LAWS OF	THE STATE OF Florida, TO R	EPRESENT
Travelers Casualty and	Surety Company	OF	
Hartford Connecticut		,A (COMPANY
ALITHORIZED TO MAKE	CORPORATE SURETY BOND	S UNDER THE LAWS OF THE STATE	OF <u>Florida</u>
(THE "SURETY").			
(IIIL JONETT).			
SAID Kelly T. Urwille	r	FURTHER	CERTIFIES THAT
AC ACENT FOR THE SAIL	Travelers Casualty and	Surety Company	
THEY HAVE SIGNED THE	ATTACHED BOND AS A LICE	NSED AGENT, IN THE SUM OF 5%	OF THE BID AMOUNT
CHOWN ON 00340-BID	SCHEDULE ON BEHALF OF	Hensel Phelps Construction	
TO THE HILL SROROLIGH	COUNTY AVIATION AUTHO)RITY COVERING PROJECT NO. 822	5 17, SKYCENTER SITE
DEVELOPMENT, ATRIUN	AND PEDESTRIAN BRIDGE	at TAMPA INTERNATIONAL AIRPO	RT, TAMPA, FLORIDA.
SIGNED: By: Letter T.	Mrwilles	SURETY: By: Kelly T.	Urwiller
Florida Licensed Insurai	nce Agent (Signature)	Attorney-In-Fact (S	ignature) Kelly T. Urwille
V		Acknowledgment For	
		Attorney-In-Fact	
Address Of Agent		Attorney-in-i act	
4687 W. 18th Street, Gr	eeley, CO 80634	Sworn To And Subscribed	
Phone Number		Before Me This	Day
970-506-3204		Of November	, 20 <u>/8</u> .
Fax Number			
		OILLI MA.	
One Tower Square, Har	tford, CT 06183	By: Rebellah Tolie	The state of the s
Address Of Bond Comp	any	(Signature of Notary Public	·)
		NOTARY PUBLIC	
720-200-8412		STATE OF Colorado	
Phone Number		MY COMMISSION EXPIRES	06/20/2021
		INTERCONSTITUTION EXPINES	
720-200-8398		REBEKK	AH MCGUIRE
Fax Number		NOTA STATE C NOTARY I MY COMMISSIO	RY PUBLIC F COLORAD O D 2017402590 4 N EXPIRES 06/20/ 2021

END OF SECTION



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

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Kelly T. Urwiller, of Greeley, Colorado, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.







State of Connecticut

City of Hartford ss.

By: Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, **2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

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

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

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

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

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this

7th da

day of November, 2018







Kevin E. Hughes, Assistant Secretary

SECTION 00415- TRENCH SAFETY CERTIFICATION

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

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

Trench Safety Measure (Description) 1. Trench Box	Units of Measure LF	Quantity 1,000	Unit Cost \$1.00	Extended Cost \$1,000.00
2				
3				
4				
5				
6				

(Attach Separate Sheet if Necessary)

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

Hensel Phelps Construction Co.

(Name of Bidder)

By:

(Signature*)

Title:

November 7, 2018

* Must be same signature on Bid Form.

END OF SECTION

SECTION 00417 - WOMAN AND MINORITY OWNED BUSINESS ENTERPRISE (W/MBE) ASSURANCE AND PARTICIPATION

SKYCENTER SITE DEVELOPMENT, ATRIUM AND PEDESTRIAN BRIDGE AUTHORITY PROJECT NO. 8225 17 TAMPA INTERNATIONAL AIRPORT

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

Select one of the responses below. Failure to con	There this section may be grounds for rejection of the
× Yes - Bidder Assures Prescribed W/MBE	Goal.
Hillsborough County Aviation Authority's firms certified as a woman-owned or mind State of Florida Department of Manageme Disadvantaged Business Enterprise (DBE) unamount equal to at least 14.4% of the tot stated above is the minimum prescribed The Bidder is required to submit a Letter Contract at the time the Bid is submitted be the total amount of participation show is understood that the amounts shown on paid to W/MBE subcontractors may vary	//MBE requirements stated in this Solicitation and the W/MBE Policy and Program, and will subcontract with W/MBE prity-owned business by the City of Tampa, Hillsborough County, and Services, Office of Supplier Diversity (OSD), or as a under the Florida Unified Certification Program (FLUCP), in an all dollar amount of the awarded Contract. The W/MBE Goal Goal; however, additional W/MBE participation is encouraged. of Intent for each W/MBE that will participate in the awarded to the Owner. The actual W/MBE contractual commitment will wn on the validated Letter(s) of Intent submitted by the Bidder. It in the Letter(s) of Intent are estimates and that actual amounts depending on the final adjustments of the estimated quantities; tment can only be modified by an amendment or change order.
OR	
No - Bidder Does NOT Assure Prescribed	W/MBE Goal.
with W/MBE firms in an amount equal to Contract. The Bidder must submit with it documenting Bidder's good faith efforts	articipation of the prescribed Goal of 14.4%, but will subcontract at least% of the total dollar amount of the awarded is Bid a completed W/MBE Good Faith Effort Worksheet to meet the prescribed Goal. In determining whether or not the to meet the Goal, the Owner will consider the factors listed in the
By: Name of Bidder: Hensel Phelps Construction C	o. Date: November 7, 2018
Bidder Representative's Name: Kirk J. Hazen	Title: Vice President
(Bidder Representative's Signature)	

SECTION 00417 - WOMAN AND MINORITY OWNED BUSINESS ENTERPRISE (W/MBE) ASSURANCE AND PARTICIPATION

SKYCENTER SITE DEVELOPMENT, ATRIUM AND PEDESTRIAN BRIDGE AUTHORITY PROJECT NO. 8225 17 TAMPA INTERNATIONAL AIRPORT

Letter of Intent Instructions Checklist

Follow this checklist when completing the Letter of Intent.			
	A separate Letter of Intent has been completed for each proposed W/MBE firm.		
	The Bidder's name, address, telephone number, FAX number and e-mail address has been entered.		
	The proposed W/MBE firm's name, address, telephone number, FAX number and e-mail address has been entered.		
	The description of the work to be performed by the W/MBE firm has been entered.		
	The amount of the proposed W/MBE firm's subcontract has been entered.		
	The Bidder has completed and signed the Commitment section.		
	The W/MBE firm has completed and signed the Affirmation section.		
	A copy of the W/MBE firm's certification letter by the City of Tampa, Hillsborough County, State of Florida Department of Management Services, Office of Supplier Diversity (OSD) or DBE certification letter under the Florida Unified Certification Program (FLUCP) is attached to the Letter of Intent.		

SECTION 00417 - WOMAN AND MINORITY OWNED BUSINESS ENTERPRISE (W/MBE) ASSURANCE AND **PARTICIPATION**

SKYCENTER SITE DEVELOPMENT, ATRIUM AND PEDESTRIAN BRIDGE AUTHORITY PROJECT NO. 8225 17 TAMPA INTERNATIONAL AIRPORT

Letter of Intent			
NOTE: Failure to complete this statement may be grounds for rejection of the Bid.			
Name of Bidder's firm: Hensel Phelps Construction Co.			
Address: 6557 Hazeltine National Dr., Suite 1			
City: Orlando	State: FL	Zip Code: <u>32822</u>	
Phone: (407) 856-2400	Fax number: <u>(407)</u> 856-6	<u> </u>	
E-mail: khazen@henselphelps.com	_		
Name of W/MBE firm: Acclaim Service Group, Inc.			
Address: 11504 Perpetual Drive			
City: Odessa	State: FI	Zip Code: 33556	
Phone: 727-848-3200	Fax number: 727-848-3		
E-mail: Jamie@AcclaimServiceGroup.Com			
Description of work to be performed by W/MBE firm: Concrete			
Amount of the W/MBE firm's subcontract $$3,901,000$			
Commitment			
The Bidder is committed to utilizing the above-named W/MBE firm for the work described above.			
By: Name of Bidder: Hensel Phelps Construction Co	<u>).</u>	Date: November 7, 2018	
Bidder Representative's Name:			
Kirk J. Hazen	Title: Vice	President	
Thirty/kgen			
(Bidder Representative's Signature)			
Affirmation			
By: Name of W/MBE Firm: Acclaim Service Group,	Inc.	Date: <u> 0 4 8</u>	
N/MBE Representative's Name:			
Jamie S. Jones	ident		
W/MBE Representative's Signature)			
TDA / ShuContar Sita Davidsoment Atrium and Reduction Reides			

TPA / SkyCenter Site Development, Atrium and Pedestrian Bridge



inority an Sm Business Development

Certification Program
This is to certify that in accordance with City of Ta pa Ordinance 2008-89

Acclaim Service Group, Inc.

is hereby certified as a

Women Business Enterprise (WBE)

In the following speci Ity(ies)

General Contractor

This certification is valid from June 6, 2018 to Jur

Updates for recertification are required prior to the expiration date listed above. If at any time what we were the solution and the concert with our eligibility require—ents, you agree to report those changes to us for Grasseloh: HastCNAPPES pares reserves the right to terminate this certification at anytime it determines eligibility requirements are not benefit and Small Business Development



oard of Co y Com ssioners

Economic Development Departme
Mi ority and Disadvantaged Business Development

Mi ority/Woman usi ess Certificat on

Acclaim Service Group, Inc.

HC-2371/18

Valid from July 30, 2018 - July 30, 2020

Approved Lines of Business:

Contractor - General Class A, Concrete and Masonry

Mus Longs

Theresa Kempa Minority and Disadvantaged Business Manager Economic Development Department



SECTION 00417 - WOMAN AND MINORITY OWNED BUSINESS ENTERPRISE (W/MBE) ASSURANCE AND PARTICIPATION

SKYCENTER SITE DEVELOPMENT, ATRIUM AND PEDESTRIAN BRIDGE AUTHORITY PROJECT NO. 8225 17 TAMPA INTERNATIONAL AIRPORT

Letter of Intent NOTE: Failure to complete this statement may be grounds for rejection of the Bid. Name of Bidder's firm: Hensel Phelps Construction Co. Address: __6557 Hazeltine National Dr., Suite 1 Zip Code: ___32822 State: City: Orlando Phone: 407.856.2400 Fax number: _ E-mail: khazen@henselphelps.com Name of W/MBE firm: Advanced Cable Connection Inc Address: 1333 6 N . Oral Ave FL Zip Code: 33612 City: Tampa State: Fax number: <u>813-972-30</u>38 Phone: 813-978-0101 E-mail: Strick@accicable.com Description of work to be performed by W/MBE firm: Low Voltage Cabling Amount of the W/MBE firm's subcontract \$ 342,000.00 Commitment The Bidder is committed to utilizing the above-named W/MBE firm for the work described above. By: Name of Bidder: Hensel Phelps Construction Co. Date: November 7, 2018 Bidder Representative's Magne: Vice President Title: Kirk J. Hazen (Bidder Representative's Signature) **Affirmation** By: Name of W/MBE Firm: Advanced Cable Connection Inc Date: 11/5/2018 W/MBE Representative's Name: Title: Engineer Mike Strickland me

TPA / SkyCenter Site Development, Atrium and Pedestrian Bridge

(W/MBE Representative's Signature)

Authority No. 8225 17

WOMAN AND MINORITY OWNED BUSINESS ENTERPRISE ASSURANCE AND PARTICIPATION

JONATHAN ZACHEM, SECRETARY



STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ELECTRICAL CONTRACTORS LICENSING BOARD

THE SPECIALTY ELECTRICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

SCHEMITSCH, RICHARD C

ADVANCED CABLE CONNECTION, INC.
PO BOX 8097
TAMPA FL 33674

LICENSE NUMBER: ES0000181

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

State of Florida

Minority Business Certification

Advanced Cable Connection, Inc.

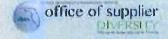
Is certified under the provisions of 287 and 295.187, Florida Statutes, for a period from:

02/01/2018

to

02/01/2020

Erin Flock, Secretary
Florida Department of Management Services





Minority and Small Business Development

Certification Program

This is to certify that in accordance with City of Tampa Ordinance 2008-89

Advanced Cable Connection Inc. DBA ACCI

is hereby certified as a

Minority Business Enterprise (MBE)

In the following specialty(ies)

LOW VOLTAGE CABLE INSTALLATION

This certification is valid from May 3, 2018 to May 3, 2020

Updates for recertification are required prior to the expiration date listed above. If at any time changes are made in your firm that are not in concert with our eligibility requirements, you agree to report those changes to us for evaluation. The City of Tampa reserves the right to terminate this certification at anytime it determines eligibility requirements are not being met.

Gregory K. Hart, Manager Minority and Small Business Development



Advanced Cable Connection, Inc.

Active

Profile

Commodity Codes

Name:

Advanced Cable Connection, Inc.

Shortname:

ACCI

Business Designation:

corporation

Contact:

John Kline

Address:

13336 N Central Ave

Tampa, FL 33612

County:

Hillsborough

Phone:

813-978-0101

Fax:

813-972-3038

Email:

willcall@accicable.com

Designations

HISPANIC AMERICAN:

February 1, 2018 - February 1, 2020



Board of County Commissioners Economic Development Department Minority and Disadvantaged Business Development

Minority/Woman Business Certification

Advanced Cable Connection Inc. DBA ACCI

HC-1853/17

Valid from November 14, 2017 - November 14, 2019

Approved Lines of Business:

Cable Assemblies, Computer Cabling & Network Integration

Theresa Kempa Minority and Disadvantaged Business Manager

Economic Development Department



SECTION 00417 - WOMAN AND MINORITY OWNED BUSINESS ENTERPRISE (W/MBE) ASSURANCE AND PARTICIPATION

SKYCENTER SITE DEVELOPMENT, ATRIUM AND PEDESTRIAN BRIDGE AUTHORITY PROJECT NO. 8225 17 TAMPA INTERNATIONAL AIRPORT

Letter of Intent NOTE: Failure to complete this statement may be grounds for rejection of the Bid. Hensel Phelps Construction Co. Name of Bidder's firm: Address: 6557 Hazeltine National Dr., Suite 1 **Zip Code**: ___32822 State: FL City: Orlando Phone: 407.856.2400 Fax number: E-mail: _ khazen@henselphelps.com Name of W/MBE firm: _All-In-One E Lectric, Inc._ Address: ____ 1201 W. Waters Ave. State: _Florida_ Zip Code: 33604 City: ___ Tampa Fax number: <u>813-514-0473</u> Phone: 813-849-6331 E-mail: rjones@aioelectric.com Description of work to be performed by W/MBE firm: Electrical Work Amount of the W/MBE firm's subcontract $\$_750$, 000.00 **Commitment** The Bidder is committed to utilizing the above-named W/MBE firm for the work described above. By: Name of Bidder: Hensel Phelps Construction Co. Date: November 7, 2018 Bidder Representative's Norde/ Vice President Title: (Bidder Representative's Signature) **Affirmation** By: Name of W/MBE Firm: All-In-One Electric, Inc. Date: 11/05/2018 W/MBE Representative's Name: Title: President Rodney W. Jones (W/MBE Representative's Signature)

TPA / SkyCenter Site Development, Atrium and Pedestrian Bridge

Authority No. 8225 17

WOMAN AND MINORITY OWNED BUSINESS ENTERPRISE ASSURANCE AND PARTICIPATION

00417-3



Minority and Small Business Development

Certification Program

This is to certify that in accordance with City of Tampa Ordinance 2008-89

All In One Electric Inc DBA All-In-One Electric, Inc.2

is hereby certified as a

Minority Business Enterprise (MBE)

In the following specialty(ies)

Electrical Contractor

This certification is valid from April 10, 2018 to April 10, 2020

Updates for recertification are required prior to the expiration date listed above. If at any time changes are made in your firm that are not in concert with our eligibility requirements, you agree to report those changes to us for evaluation. The City of Tampa reserves the right to terminate this certification at anytime it determines eligibility requirements are not being met.

Gregory K. Hart, Manager

Minority and Small Business Development

Aviation Authority

Florida Unified Certification Program

Grants certification to

All-In-One Electric, Inc.

as a certified DBE

Certification is applicable under:

NAICS Code - 238210 - Electrical Contractors and Other Wiring Installation Contractors

ANNIVERSARY DATE: ANNUALLY ON JUNE 11

Tampa International Airport

Cheryl L. Hawkins DBE Program Manager

ElFlora Reed

From:

Bonnie Yauilla [BYauilla@TampaAirport.com]

Sent:

Tuesday, June 26, 2018 3:38 PM

To:

'ElFlora Reed'

Subject:

Florida UCP, 2018 DBE No Change Declaration

Importance:

High

The Hillsborough County Aviation Authority (Authority) has approved the No Change Declaration for **ALL-IN-ONE ELECTRIC, INC.** and determined that the firm continues to meet DBE eligibility in accordance with the Authority's DBE Policy and Program.

In order to remain certified and in good standing, you must annually submit a No Change Declaration. The Authority will send a declaration form 60 days prior to the firm's next anniversary date.

Should the submitted information change, you are required to notify the Authority within 30 days of the change.

Note: Pursuant to 49 CFR Part 26.83(i), whenever there are any changes in circumstances affecting your firm's eligibility status, your firm must provide written notification to the Authority within 30 days of the occurrence of the change. If you fail to make timely notification, it may result in the loss of your firm's certification.

If you have any questions, please contact the me.

Regards.

Bonnie Yauilla / Tampa International Airport / Business Diversity Specialist

Primary: (813) 801-6023 | Cell: (813) 947-0943 | Email: byauilla@TampaAirport.com

***** Important Notice *****

The Hillsborough County Aviation Authority is a public agency subject to Chapter 119 of Florida Statutes concerning public records.

E-mail messages are covered under such laws and thus subject to disclosure. All e-mail sent and received is captured by our server and kept as a public record.

THIS CERTIFIES THAT



All-In-One Electric, Inc.

· Nationally certified by the: FLORIDA STATE MINORITY SUPPLIER DEVELOPMENT COUNCIL

*NAICS Code(s): 238210

* Description of their product/services as defined by the North American Industry Classification System (NAICS)

12/31/2017

Issued Date

Certificate Number

Louis Green

Expiration Date

FL03268

Certificate Number

Blank

Beatrice Louissaint, President & CEO

By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: http://mmsdc.org

Certify, Develop, Connect, Advocate.

 ullet MBEs certified by an Affiliate of the National Minority Supplier Development Council, Inc. ullet

SKYCENTER SITE DEVELOPMENT, ATRIUM AND PEDESTRIAN BRIDGE AUTHORITY PROJECT NO. 8225 17 TAMPA INTERNATIONAL AIRPORT

Letter of Intent
NOTE: Failure to complete this statement may be grounds for rejection of the Bid.
Name of Bidder's firm: Hensel Phelps Construction Co. Address: 6557 Hazeltine National Dr., Suite 1 City: Orlando State: EL Zip Code: 32822 Phone: (407) 856-2400 Fax number: (407) 856-6111 E-mail: khazen@henselphelps.com
Name of W/MBE firm: American Asphalt Paving Address: 6436 West Line baugh Are City: TAMPA State: FC Zip Code: 33625 Phone: 813-968-4200 Fax number: 813-962-0800 E-mail: Darren. Holley @ Appaving L.C. Com Description of work to be performed by W/MBE firm: Asphalt Paving
Description of work to be performed by W/MB2 IIIIII
Amount of the W/MBE firm's subcontract $\frac{344}{000}$
Commitment
The Bidder is committed to utilizing the above-named W/MBE firm for the work described above.
By: Name of Bidder: Hensel Phelps Construction Co. Date: \(\lambda \) \(\lambda \) \(\lambda \)
Bidder Representative's Name: Kirk J. Hazer Title: Vice President (Bidder Representative's Signature)
Affirmation
By: Name of W/MBE Firm: American Asphalt Paving Date: 115208
W/MBE Representative's Name: Darren Holley Title: President

TPA / SkyCenter Site Development, Atrium and Pedestrian Bridge



Florida Veteran Business Certification

American Asphalt Paving, LLC.

287 and 295.187, Florida Statutes, for a period from: is certified under the provisions of

06/08/2018

to 06/08/2020

Florida Department of Management Services Erin Rock, Secretary

office of supplier

SKYCENTER SITE DEVELOPMENT, ATRIUM AND PEDESTRIAN BRIDGE AUTHORITY PROJECT NO. 8225 17 TAMPA INTERNATIONAL AIRPORT

	Letter of Intent	(.l = 0: l
NOTE: Failure to complete this statement may	be grounds for rejection of	f the Bid.
Name of Bidder's firm: Hensel Phelps Construction	n Co.	
Address: 6557 Hazeltine National Dr., Suite 1		
City: Orlando	State: FL	Zip Code: <u>32</u> 822
Phone: (407) 856-2400	Fax number: <u>(407)</u> 856-61	111
E-mail: khazen@henselphelps.com	_	
Name of W/MBE firm: Architectural Tile and Marb	le	_
Address: 5303 S. MacDill Ave		
City: Tampa, FL	State:	
Phone: 813-539-2100	Fax number:	
E-mail: karen@archtile.com		
Description of work to be newformed by W/NADE	firm Flooring 100% WARE	
Description of work to be performed by W/MBE	TIPM: FIDOITING TOO 700 VVIVEE	
Amount of the W/MBE firm's subcontract \$	23,000	
Commitment		
The Bidder is committed to utilizing the above-n	amed W/MBE firm for the	work described above.
By: Name of Bidder: Hensel Phelps Construction C	Co	Date: November 7, 2018
Bidder Representative's Name:		
Kirk J. Hazen	Title:_Vice	President
1/2 A 1/6 0		
(Bidder Representative's Signature)		
(Sinasi ingressimany)		
Affirmation		
By: Name of W/MBE Firm: Architectural Tile and	Marble	Date: November 7, 2018
W/MBE Representative's Name:		
Karen Rapke	Title: Direc	ctor of Preconstruction
Kon Prope		
(W/MBE Representative's Signature)		

TPA / SkyCenter Site Development, Atrium and Pedestrian Bridge



Minority and Small Business Development

Certification Program

This is to certify that in accordance with City of Tampa Ordinance 2008-89

Architectural Tile & Marble, Inc.

is hereby certified as a

Minority Business Enterprise (MBE)

In the following specialty(ies)

TILE AND MARBLE CONTRACTOR

This certification is valid from May 18, 2017 to May 18, 2019

Updates for recertification are required prior to the expiration date listed above. If at any time changes are made in your firm that are not in concert with our eligibility requirements, you agree to report those changes to us for evaluation. The City of Tampa reserves the right to terminate this certification at anytime it determines eligibility requirements are not being met.

Gregory K. Hart, Manager
Minority and Small Business Development



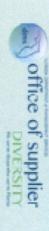
Minority Business Certification

Architectural Tile & Marble, Inc.

287 and 295.187, Florida Statutes, for a period from: Is certified uncer the provisions of

08/09/2017 to 08/09/2019

Florida Department of Management Services Frin Rock, Secretary



SKYCENTER SITE DEVELOPMENT, ATRIUM AND PEDESTRIAN BRIDGE AUTHORITY PROJECT NO. 8225 17 TAMPA INTERNATIONAL AIRPORT

Letter of Intent

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

Name of Bidder's firm: Hensel Phelps Construction			
	n Co.		
Address: 6557 Hazeltine National Dr., Suite 1			
City: Orlando	State: FL	Zip Co	de: 32822
Phone: (407) 856-2400	Fax number: (407) 856-6111		
E-mail: khazen@henselphelps.com			
Name of W/MBE firm: AREHNA Engineering Inc.			
Address: 5012 W Lemon Street			
City: Tampa	State: Florida	Zip Co	de: <u>33 60 9</u>
Phone: 813-944-3464	Fax number: <u>813-944-4959</u>		_
E-mail: SLong@Arehna.com			
a contract to the contract where	C. Materialo Tactino		
Description of work to be performed by W/MBE	firm: Materials lesting		
Amount of the W/MBE firm's subcontract $\frac{18}{8}$	0,000		
Amount of the wylvibe firm's subcontract 3			
Commitment			
The Bidder is committed to utilizing the above-na	med W/MBE firm for the wor	k describ	oed above.
_			
By: Name of Bidder: Hensel Phelps Construction Co	0	Date:_	November 7, 2018
Bidder Representative's Name:			
Kirk J. Hazen	Title: Vice Pres	idont	
		ident	
7/: A 1/6 0		ident	
Kirly/kgen	_	ident	
(Bidder Representative's Signature)	_	ident	
	_	ident	
(Bidder Representative's Signature) Affirmation	_	ideni	
Affirmation			November 7, 2018
		Date:_	November 7, 2018
Affirmation By: Name of W/MBE Firm: AREHNA Engineering,			November 7, 2018
Affirmation By: Name of W/MBE Firm: AREHNA Engineering, W/MBE Representative's Name:	lnc.	Date:_	November 7, 2018
Affirmation By: Name of W/MBE Firm: AREHNA Engineering,		Date:_	November 7, 2018
Affirmation By: Name of W/MBE Firm: AREHNA Engineering, W/MBE Representative's Name:	lnc.	Date:_	November 7, 2018
Affirmation By: Name of W/MBE Firm: AREHNA Engineering, W/MBE Representative's Name:	lnc.	Date:_	November 7, 2018

TPA / SkyCenter Site Development, Atrium and Pedestrian Bridge



Board of County Commissioners Economic Development Department Minority and Disadvantaged Business Development

Minority/Woman Business Certification

Arehna Engineering, Inc.

HC-1811/18

Valid from February 12, 2018 - February 12, 2020

Approved Lines of Business:

Consulting - Geotechnical Engineering, Soil Testing

Mes- Kays

Theresa Kempa Minority and Disadvantaged Business Manager Economic Development Department

SKYCENTER SITE DEVELOPMENT, ATRIUM AND PEDESTRIAN BRIDGE AUTHORITY PROJECT NO. 8225 17 TAMPA INTERNATIONAL AIRPORT

	Letter of Intent	
NOTE: Failure to complete this statement may	be grounds for rejection of t	ne Bid.
Name of Bidder's firm: Hensel Phelps Construction	n Co.	
Address: 6557 Hazeltine National Dr., Suite 1		
City: Orlando	State: FL	Zip Code: <u>32822</u>
Phone: (407) 856-2400	Fax number: <u>(407)</u> 856-6111	<u> </u>
E-mail: khazen@henselphelps.com		
Name of W/MBE firm: Busto Plumbing Services, In	nc.	
Address: 1702 West St Louis Street		
City: Tampa	State: Fl	Zip Code: 33607
Phone: 813-251-1061	Fax number: 813-253-3938	
E-mail: roxy@bustoplumbing.com	Tax Humber:	
E mail:		
Description of work to be performed by W/MBE	firm: Plumbing	
Amount of the W/MBE firm's subcontract $$95$	06,000	
Commitment		
The Billion is a second and a second		
The Bidder is committed to utilizing the above-na	amed W/WBE firm for the wo	ork described above.
By: Name of Bidder: Hensel Phelps Construction C	0.	Date: November 7, 2018
by. Name of Blader		
Bidder Representative's Name:		
Kirk J. Hazen	Title: Vice Pre	esident
9/. 1 . 1/-		
Mily Roen		
(Bidder Representative's Signature)		
Affirmation		
Puoto Plumbing Sorvice	os Inc	Date: November 7, 2018
By: Name of W/MBE Firm: Busto Plumbing Service	55, IIIC.	Date: November 7, 2016
W/MARE Representative's Name		
W/MBE Representative's Name: David Crosby	Title: New co	mmercial Manager
David Crosby	Title: New co	mmercial Manager
David Crosby	Title: New co	mmercial Manager
	Title: New co.	mmercial Manager

TPA / SkyCenter Site Development, Atrium and Pedestrian Bridge



Minority and Small Business Development

Certification Program
This is to certify that in accordance with City of Tampa Ordinance 2008-89

BUSTO PLUMBING SERVICES INC

is hereby certified as a

Minority Business Enterprise (MBE)

In the following specialty(ies)

Plumbing Contractor

This certification is valid from May 22, 2017 to May 22, 2019

Updates for recertification are required prior to the expiration date listed above. If at any time changes are made in your firm that are not in concert with our eligibility requirements, you agree to report those changes to us for evaluation. The City of Tampa reserves the right to terminate this certification at anytime it determines eligibility requirements are not being met.

Gregory K. Hart, Manager

Minority and Small Business Development

Florida Unified Certification Program Aviation Authority

Grants certification to

Busto Plumbing Services, Inc.

as a certified DBE

Certification is applicable under:

NAICS Code - 238220 - Plumbing, Heating and Air-Conditioning Contractors

ANNIVERSARY DATE: ANNUALLY ON FEBRUARY 28





SKYCENTER SITE DEVELOPMENT, ATRIUM AND PEDESTRIAN BRIDGE AUTHORITY PROJECT NO. 8225 17

TAMPA INTERNATIONAL AIRPORT

Name of Bidder's firm: Hensel Phelps Constr	ruction Co.	
Address: 6557 Hazeltine National Dr., Suite 1		
City: Orlando	State: FL	Zip Code: 32822
Phone: (407) 856-2400	Fax number: <u>(407)</u> 856-6111	
E-mail: khazen@henselphelps.com		
Name of W/MBE firm: Cube Care Company		
Address: 6043 N.W. 167th street Suite A-23, His	aleah, FL 33015, USA	
City: Hialeah	State: Miami-Dade	Zip Code: 33015
Phone: 305-556-8700	Fax number: 305-556-8787	21p Code. 000 10
E-mail: wecare@cubecare.com		
Description of work to be performed by W/N	ЛВЕ firm: Window Treatment	
Amount of the W/MBE firm's subcontract $$\underline{2}$$	239,540.40	
	239,540.40	
Amount of the W/MBE firm's subcontract \$2 Commitment	239,540.40	
Commitment		
		described above.
Commitment The Bidder is committed to utilizing the above	e-named W/MBE firm for the work	
Commitment The Bidder is committed to utilizing the above By: Name of Bidder: Hensel Phelps Construction	e-named W/MBE firm for the work	described above. Date: November 7, 2018
Commitment The Bidder is committed to utilizing the above By: Name of Bidder: Hensel Phelps Construction Bidder Representative's Name:	e-named W/MBE firm for the work	
Commitment The Bidder is committed to utilizing the above By: Name of Bidder: Hensel Phelps Construction	e-named W/MBE firm for the work	Date: November 7, 2018
Commitment The Bidder is committed to utilizing the above By: Name of Bidder: Hensel Phelps Construction Bidder Representative's Name:	e-named W/MBE firm for the work on Co.	Date: November 7, 2018
Commitment The Bidder is committed to utilizing the above By: Name of Bidder: Hensel Phelps Construction Bidder Representative's Name: Kirk J. Hazen	e-named W/MBE firm for the work on Co.	Date: November 7, 2018
Commitment The Bidder is committed to utilizing the above By: Name of Bidder: Hensel Phelps Construction Bidder Representative's Name: Kirk J. Hazen	e-named W/MBE firm for the work on Co.	Date: November 7, 2018
Commitment The Bidder is committed to utilizing the above By: Name of Bidder: Hensel Phelps Construction Bidder Representative's Name: Kirk J. Hazen (Bidder Representative's Signature)	e-named W/MBE firm for the work on Co.	Date: November 7, 2018
Commitment The Bidder is committed to utilizing the above By: Name of Bidder: Hensel Phelps Construction Bidder Representative's Name: Kirk J. Hazen (Bidder Representative's Signature)	e-named W/MBE firm for the work on Co.	Date: November 7, 2018
Commitment The Bidder is committed to utilizing the above By: Name of Bidder: Hensel Phelps Construction Bidder Representative's Name: Kirk J. Hazen (Bidder Representative's Signature) Affirmation	e-named W/MBE firm for the work on Co. Title: Vice Presid	Date: November 7, 2018
Commitment The Bidder is committed to utilizing the above By: Name of Bidder: Hensel Phelps Construction Bidder Representative's Name: Kirk J. Hazen (Bidder Representative's Signature) Affirmation By: Name of W/MBE Firm: Cube Care Compan	e-named W/MBE firm for the work on Co. Title: Vice Presid	Date: November 7, 2018
Commitment The Bidder is committed to utilizing the above By: Name of Bidder: Hensel Phelps Construction Bidder Representative's Name: Kirk J. Hazen Bidder Representative's Signature) Affirmation By: Name of W/MBE Firm: Cube Care Compan	e-named W/MBE firm for the work on Co. Title: Vice Presid	Date: November 7, 2018
The Bidder is committed to utilizing the above By: Name of Bidder: Hensel Phelps Construction Bidder Representative's Name: Kirk J. Hazen (Bidder Representative's Signature) Affirmation By: Name of W/MBE Firm: Cube Care Compan	e-named W/MBE firm for the work on Co. Title: Vice Presid	Date: November 7, 2018 dent Date: 01 Nov 2018
Commitment The Bidder is committed to utilizing the above By: Name of Bidder: Hensel Phelps Construction Bidder Representative's Name:	e-named W/MBE firm for the work on Co. Title: Vice Presid	Date: November 7, 2018 dent Date: 01 Nov 2018

enter Site Development, Atrium and Pedestrian Bridge



Minority and Small Business Development

Certification Program

This is to certify that in accordance with City of Tampa Ordinance 2008-89

Cube Care Co.

is hereby certified as a

Minority Business Enterprise (MBE)

In the following specialty(ies)

Window Treatments, Hospital Curtains, Cart Covers, etc.

This certification is valid from November 21, 2017 to November 21, 2019

Updates for recertification are required prior to the expiration date listed above. If at any time changes are made in your firm that are not in concert with our eligibility requirements, you agree to report those changes to us for evaluation. The City of Tampa reserves the right to terminate this certification at anytime it determines eligibility requirements are not being met.

Gregory K. Hart, Manager Minority and Small Business Development

SKYCENTER SITE DEVELOPMENT, ATRIUM AND PEDESTRIAN BRIDGE **AUTHORITY PROJECT NO. 8225 17** TAMPA INTERNATIONAL AIRPORT

Letter of Intent NOTE: Failure to complete this statement may be grounds for rejection of the Bid.
Name of Bidder's firm: Hensel Phelps Construction Co. Address: 6557 Hazeltine National Dr., Suite 1 City: Orlando State: FL Zip Code: 32822 Phone: 407.856.2400 Fax number:
Name of W/MBE firm: JMS Trucking, LLC Address: 3734 131st Ave N, Unit H #15 City: Clarwater State: FL Zip Code: 33762 Phone: 941) -306-8474 Fax number: L727) -221-1653 E-mail: Jyns-trucking 56 & gmail. Com Description of work to be performed by W/MBE firm: Having - Trucking
Amount of the W/MBE firm's subcontract \$ 1.074,000.00 Commitment
The Bidder is committed to utilizing the above-named W/MBE firm for the work described above.
Bidder Representative's Name: Kirk J. Hazen Title: Vice President (Bidder Representative's Signature)
Affirmation By: Name of W/MBE Firm: TMS TWKing, LLC Date: 11/0/18
W/MBE Representative's Name: Teannie M Stathas Title: Drisident/guner (W/MBE Representative's Signature)

Certificate of Eligibility

Granted to

JMS TRUCKING LLC

It has been determined that the firm listed above has met all federal requirements in accordance with the Code of Federal Regulations (49 CFR Part 26) and is thereby eligible to participate in the Disadvantaged Business Enterprise Program in the State of Florida.

Area of Work:

Trucking/Hauling

NAICS: 484220

Issue Date: 02/16/2013

Disadvantaged Business Enterprise Certification Manager

VICTORIA V. SMITH

Florida Department of Transportation



SKYCENTER SITE DEVELOPMENT, ATRIUM AND PEDESTRIAN BRIDGE AUTHORITY PROJECT NO. 8225 17 TAMPA INTERNATIONAL AIRPORT

	Letter of Intent	
NOTE: Failure to complete this statement may	be grounds for rejection of the	e Bid.
Name of Bidder's firm: Hensel Phelps Construction	on Co.	
Address: 6557 Hazeltine National Dr., Suite 1		
City: Orlando	State: FL	Zip Code: 32822
Phone: (407) 856-2400	Fax number: (407) 856-6111	
E-mail: khazen@henselphelps.com		
Name of W/MBE firm: John B. Webb & Associate	6	
	5	
Address: 925 S. Denning Drive	Ctata: Fl	7:- Cada: 32780
City: Winter Park	State: <u>FL</u> Fax number: (407) 622-9325	Zip Code: <u>32789</u>
Phone: (407) 622-9322	Fax number: (407) 022-9328	<u></u>
E-mail: jackie.webb@webbengr.com		
Description of work to be performed by W/MBE	firm: Land Surveying Services	
7	2200	
Amount of the W/MBE firm's subcontract $\$$	8,000	
Commitment		
The Bidder is committed to utilizing the above-n	amed W/MBE firm for the wor	k described above.
By: Name of Bidder: Hensel Phelps Construction C	Co	Date: November 7, 2018
Bidder Representative's Name:		
Kirk J. Hazen	Title: Vice Pres	sident
Kish / Keen		
(Bidder Representative's Signature)		
(Diamo, Hypysoullianty)		
Affirmation		
Affirmation		
Affirmation By: Name of W/MBE Firm: John B. Webb & Asso	ciates	Date: 10/15/2018
By: Name of W/MBE Firm: John B. Webb & Asso	ciates	Date: 10/15/2018
By: Name of W/MBE Firm: John B. Webb & Assortion W/MBE Representative's Name:		
By: Name of W/MBE Firm: John B. Webb & Asso	ciates Title: <u>Preside</u> n	
By: Name of W/MBE Firm: John B. Webb & Assortion W/MBE Representative's Name: Jacqueline E. Webb Macquelre & Wolf-		
By: Name of W/MBE Firm: John B. Webb & Assortion W/MBE Representative's Name: Jacqueline E. Webb		

Authority No. 8225 17

WOMAN AND MINORITY OWNED BUSINESS ENTERPRISE ASSURANCE AND PARTICIPATION



Minority and Small Business Development

Certification Program

This is to certify that in accordance with City of Tampa Ordinance 2008-89

John B. Webb & Associates, Inc.

is hereby certified as a

Women Business Enterprise (WBE)

In the following specialty(ies)

Professional Civil Engineering and Land Surveying, and CADD Drafting

This certification is valid from May 3, 2018 to May 3, 2020

Updates for recertification are required prior to the expiration date listed above. If at any time changes are made in your firm that are not in concert with our eligibility requirements, you agree to report those changes to us for evaluation. The City of Tampa reserves the right to terminate this certification at anytime it determines eligibility requirements are not being met.

Gregory K. Hart, Manager

Minority and Small Business Development













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Florida Unified Certification Program

Disadvantaged Business Enterprise (DBE) Certificate of Eligibility

John B. Webb & Associates, Inc MEETS THE REQUIREMENTS OF 49 CFR, PART 26

APPROVED NAICS CODES:

541330 - 541370

Note: There may be other Approyed NAICS Codes. The online DBE Directory includes a complete list of Approved Codes.

-ALLAHASSEE

George I. Mozning, Director, GOAA - Small Business Development









ANNIVERSARY DATE - July 29, 2019

SKYCENTER SITE DEVELOPMENT, ATRIUM AND PEDESTRIAN BRIDGE AUTHORITY PROJECT NO. 8225 17 TAMPA INTERNATIONAL AIRPORT

Letter of Intent

NOTE: Failure to complete this statement may	be grounds for re		Bid.	
Name of Bidder's firm: Hensel Phelps Construct Address: 6557 Hazletine National Dr., Suite 1	ction Co.			
City: Orlando	State:FL		Zip Code: <u>32822</u>	
Phone: 407.856.2400	Fax number: _			
E-mail: khazen@henselphelps.com				
Name of W/MBE firm: Liberty Have	ling Inc			
Address: 7/44 Evergreen Blud	J			
City: Polk (ity)	State: F		Zip Code: <u>33868</u>	_
Phone: 363-984-1462 E-mail: nut baliberty bauling.	Fax number: _	863-989	1-1542	
	2			
Description of work to be performed by W/MBE	firm. Truck	Haulin	j.	
Amount of the W/MBE firm's subcontract \$_572	2,000.00	_		
Commitment				
The Bidder is committed to utilizing the above-na	amed W/MBE firr	n for the work d	described above.	
By: Name of Bidder: Hensel Phelps Construction	n Co.	D	Date: November 7, 2018	
Bidder Representative's Name:				
Kirk J. Hazen	1	Γitle: <u>Vice Pre</u>	esident	
Thirty/lesen				
(Bidder Representative's Signature)				
Affirmation				
By: Name of W/MBE Firm: Liberty /	Jacking	Inc D	Pate: 11-7-18	
W/MBE Representative's Name:	∀ 1	itle: <u>res</u>		
Clara Tuth Wag				
(W/MBE Representative's Signature)				

TPA / SkyCenter Site Development, Atrium and Pedestrian Bridge

SKYCENTER SITE DEVELOPMENT, ATRIUM AND PEDESTRIAN BRIDGE AUTHORITY PROJECT NO. 8225 17 TAMPA INTERNATIONAL AIRPORT

Letter of Intent

NOTE: Failure to complete this statement may be	e grounds fo	r rejectio	n of the Bid.
Name of Bidder's firm: Hensel Phelps Construc	tion Co.		
Address: 6557 Hazeltine National Dr., Suite 1			/
City: _ Orlando	State:FL		Zip Code: <u>32822</u>
E-mail: khazen@henselphelps.com			
	_		
Name of W/MBE firm: Mill-Rite Woodworking			
Address: 6401 47th Street North			
City: Pinellas Park	State:FL		Zip Code: 33781
Phone: 727.528.6311			
E-mail: tbelcher@mill-rite.com			
Description of work to be performed by W/MBE	firm: BUU	words.	
Amount of the W/MBE firm's subcontract \$	513.00		
Commitment			
The Bidder is committed to utilizing the above-na	med W/MBE	firm for t	he work described above.
By: Name of Bidder: Hensel Phelps Construction	on Co.		Date: November 7, 2018
Bidder Representative's Name:			
Kirk, J. Hazen		Title:	Vice President
9/. 1.			
Mild Regen			
(Bidder Representative's Signature)			
Affirmation			
By: Name of W/MBE Firm: MUC- Rike WED	waithing	_	Date: 11/6/18
W/MBE Representative's Name:		T '41-	Misilart
and Chil	.	Title:	1/162/64/16
(W/MBE Representative's Signature)			
TPA / SkyCenter Site Development, Atrium and Pedestrian Bridge			

Authority No. 8225 17



Woman Business Certification

Mill-Rite Woodworking Company, Inc.

287 and 295.187, Florida Statutes, for a period from: Is certified uncer the provisions of

10/02/2017 to 10/02/2019

Florida Department of Management Services Frin Rock, Secretary



SKYCENTER SITE DEVELOPMENT, ATRIUM AND PEDESTRIAN BRIDGE **AUTHORITY PROJECT NO. 8225 17** TAMPA INTERNATIONAL AIRPORT

NOTE: Failure to complete this statement may be grounds for rejection of the	Bid.
Name of Bidder's firm: Hensel Phelps Construction Co.	
Address: 6557 Hazeltine National Dr., Suite 1	Zip Code:32822
City	Zip Code:
Phone: 407.856.2400 Fax number:	
E-mail: <u>khazen@henselphelps.com</u>	
Name of W/MBE firm: THE PEPE NEPOLE SAPE CO INC. Address: 6648 Oro CHENEY HWY SUITE A City: DALANDO State: FLA Phone: 407 · 282 · 503D Fax number: 407 · 282 · E-mail: PEPE NEPOLE WOMAN DATT. NET	_
Description of work to be performed by W/MBE firm: Prote Values - F	TONG SUPPLIES
Amount of the W/MBE firm's subcontract \$ 703,000.00	
Commitment	
The Bidder is committed to utilizing the above-named W/MBE firm for the work	described above.
By: Name of Bidder: Hensel Phelps Construction Co.	Date: November 7, 2018
Bidder Representative's Name: Kirk J. Hazen Title: Vice Properties (Bidder Representative's Signature)	resident
Affirmation	
By: Name of W/MBE Firm: THE PEPE NEPPLE i Spry Colox	Date: 11-6-2018
W/MBE Representative's Name: W/MBE Representative's Name: W/MBE Representative's Signature) Title: SALE	S MANAGOR

Vendor Information



Vendor Information

Business Name

The Pipe Nipple & Supply Co. Inc

Owner

Lori Orthodox

Address

6648 Old Cheney Hwy # A

> Map This Address

Orlando, FL 32807

Phone

407-282-5030

Fax

407-282-0089

Email

pipenipplewoman@att.net

Ethnicity

Caucasian

Gender

Female

County

Orange (FL)

Certification Information

Certifying Agency

Hillsborough County Board of County Commissioners

Certification Type

DM/DWBE - Disadvantaged Minority/Disadvantaged Woman

Business Enterprise

Expiration Date

8/22/2020

Certified Business

Description

Pipes, Valves, Fittings, Construction Material

Commodity Codes

Code

Description

NIGP 03196

Vent Pipes, Fittings, and Accessories

NIGP 13599

Misc. Building/Construction Materials.

NIGP 15010

Construction Materials (Not Otherwise Classified)

NIGP 340

FIRE PROTECTION EQUIPMENT AND SUPPLIES

NIGP 658

PIPE, TUBING, AND ACCESSORIES (NOT FITTINGS)

NIGP 659

Pipe and Tubing Fittings

NIGP 670

Plumbing Equipment, Fixtures, and Supplies

NIGP 67076

Valves and Valve Parts, Miscellaneous

NIGP 815

Steam and Hot Water Fittings, Accessories, and Supplies

NIGP 890

Water Supply, Groundwater, Sewage Treatment, and Related Equipment (Not for

Air Conditioning, Steam Boiler, or Laboratory Reagent Water)

SKYCENTER SITE DEVELOPMENT, ATRIUM AND PEDESTRIAN BRIDGE AUTHORITY PROJECT NO. 8225 17 TAMPA INTERNATIONAL AIRPORT

Letter of Intent

NOTE: Failure to complete this statement may	be grounds for rejection of the	Bid.
Name of Bidder's firm: Hensel Phelps Construction	n Co.	
Address: 6557 Hazeltine National Dr., Suite 1		
City: Orlando	State: FL	Zip Code: <u>32822</u>
Phone: (407) 856-2400	Fax number: <u>(407)</u> 856-6111	
E-mail: khazen@henselphelps.com	_	
Name of W/MBE firm: Plexi-Chemie Inc. dba Indu Address: 606-6 OLane Ave. N. City: Jacksonville Phone: 904-693-8800 E-mail: jgrant@plexi-chemie.com	State: FL Fax number: 904-693-8700	Zip Code: <u>32254</u>
Description of work to be performed by W/MBE		96723) Div. 9
Amount of the W/MBE firm's subcontract \$ \$35,2	57.95	
Commitment		
The Bidder is committed to utilizing the above-na	amed W/MBE firm for the work	described above.
By: Name of Bidder: Hensel Phelps Construction C	0.	Date: November 7, 2018
Bidder Representative's Name: Kirk J. Hazen	Title: Vice Presi	ident
(Bidder Representative's Signature)		
Affirmation		
By: Name of W/MBE Firm: Plexi-Chemie Inc. dba	ndustrial Floori-	Date: 11/6/18
W/MBE Representative's Name:	- Devil	
Joanne Grant Sicilia	Title: President	
(W/MBE Representative's Signature)	_	

TPA / SkyCenter Site Development, Atrium and Pedestrian Bridge

Florida UCP DBE Directory

Number of Records Returned:

Selection Criteria:

Vendor: PLEXI CHEMIE INC

Vendor Name:

PLEXI CHEMIE INC

DBE Certification:

CERTIFIED

MBE Certification:

Certified

DBA:

Former Name:

1

Business Description: MANUFACTURER AND INSTALLER OF HIGH PERFORMANCE SEAMLESS FLOORING SYSTEMS AND CONCRETE SURFACES

Mailing AddressJ:

606 6 LANE AVENUE NORTH

JACKSONVILLE, FL 32254-

Contact Name:

JOANNE GRANT SICILIA

Phone:

ACDBE Status:

(904) 693-8800

Ν

Fax:

(904) 693-8700

Email: ESICILIA@PLEXI-CHEMIE.COM Statewide Availability:

Ν

Certified NAICS

238330

Flooring Contractors

325510

Paint and Coating Manufacturing

SECTION 00418 - CERTIFICATE OF NON-SEGREGATED FACILITIES

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

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

Hensel Phelps Construction Co.

(Name of Bidder)

J. 1 111

Title: Kirk J. Hazen, Vice President

Date: November 7, 2018

(Signature

* Must be same signature on Bid Form.

END OF SECTION

SECTION 00420 - BIDDER'S GENERAL BUSINESS INFORMATION

(Bidders will fully respond to all items)

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

FIRM:	Hensel Phelps Construction Co.		
ADDRESS:	6557 Hazeltine National Drive, Suite 1		
	Orlando, FL 32822		
PHONE:	(407) 856-2400		
Contact in you	ur firm for inquiries:	Kirk J. Hazen	
Years in busin	ess under present name:	81 years	
Date of Incorp	poration:	March 22, 1982	
Place of Incor	poration:	Delaware	
Contracting sp	pecialties:	General Contractor, Design-Builder, Construction Manager	
Years perform	ning work specialties:	81 years	
Geographic ar	reas of business operation:	National	
0 1	'		
List all Project	es presently under contract:		
Please see atta	ached list of projects currently unde	er contract.	
	ALI . 1.02.00 MINISTER MATERIAL PRESIDENT MATERIAL		
	(Attach add	itional sheet(s) if necessary)	

Work performed in last two years:
Please see attached list of projects completed in the past two years.
(Attach additional sheet(s) if necessary)
What types of work are generally performed by your own forces?
Factorial and in the annual manual annual annual installation of building an original
Earthwork, cast-in-place concrete, rough carpentry, installation of building specialties
(Attach additional sheet(s) if necessary)
(Attach additional sheet(s) if flecessary)
What work will be performed by your own forces on this Project?
what work will be performed by your own forces on this rioject.
Hensel Phelps does not anticipate performing any work with our own forces on this project.
(Attach additional sheet(s) if necessary)

Total employees employed by firm	n: <u>3,038</u>		
Engineers & Design Profes CPM Schedulers Project Managers Superintendents	8 193 459	Estimators Tradesmen Purchasing Agents Other(Describe) IT, Safety, QC, VDC, A	
In-House Engineering or fabricatio or fabrication capabilities.	n capability: <u>Hensel Ph</u>	MATERIAL PROPERTY OF THE PROPE	
Fabricating floor area (square feet): <u>N</u> /A		
Value of capital equipment owned	l by firm: \$ 50,19°	1,000	
Bank references and addresses:			
Bank of America 100 W. 33rd Street New York, NY 10001 Mitchell Zmarzly (888) 715-1000, ext. 66999 Does the firm have experience with	h projects of a similar n	nature and scope within the pa	st ten years? If yes
describe: Project Design Prof and Location Please see attached list of projects of	(Firm, Ad Person,	ddress, Phone) Amount	Date Completed
	Attach additional sheet		

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

Aside from bid protests, Hensel Phelps has never failed to complete a construction contract. Hensel Phelps has not been terminated for cause on any construction project contract. Hensel Phelps has been terminated for convenience on one (1) project within the last ten (10) years. In that instance, the FBI Headquarters Building Project was initially awarded to Hensel Phelps in 2011, but Hensel Phelps was terminated for the Owner's convenience shortly after award due to a pending bid protest. The project was then re-let and re-awarded to Hensel Phelps in 2012. Additionally, Hensel Phelps was awarded a contract to construct a new seismically compliant HVAC system and central plant for the California Department of Corrections and Rehabilitation at the Ironwood Prison. Hensel Phelps started work on the project. West Coast Contracting protested the award of the contract to Hensel Phelps. The Superior Court in San Diego granted the protest and nullified the award to Hensel Phelps. The contract has not been re-awarded as of the date of this submission.

Has the firm been debarred, suspended or prohibited from contracting or bidding with a Federal, State of local Government entity during the past ten years? If yes, describe: No.
(Attach additional sheet(s) if necessary)
Has the firm been involved in a bankruptcy or reorganization within the past ten years? If yes, describe No.
(Attach additional sheet(s) if necessary)
Does the firm have any pending claims or suits by others against firm? If yes, describe: Please see attached Litigation.
(Attach additional sheet(s) if necessary)
Does the firm have any pending claims or suits against others? If yes, describe: Please see attached Litigation.
(Attach additional sheet(s) if necessary)

Has the firm filed w	ritten claims or suits ag	ainst others within the p	ast two years? If	yes, describe:
None other than the n	natters set forth in the atta	ched Litigation.		
			.,	
	(Attach ac	ditional sheet(s) if neces	sary)	
Has the firm been as	ssessed liquidated dam	ages within the past five	vears? If ves. des	scribe:
			, , ,	
No.				
	(Attach ad	ditional sheet(s) if neces	sary)	
			• •	
Has the firm been re	efused a bond within th	e past five years? If yes,	describe:	
NI-				
No.				
				
	(Attach ad	ditional sheet(s) if neces	sary)	
to the firm in compli	ance with all EEO requi	romanto? Yes		
is the firm in compil	ance with an EEO requi	rements: 100.		
List three most signi	ficant projects present	y under construction:		
Project	Design	Contract with		_
and	Professional	(Firm, Address,	A	Date
Location		Person, Phone)	Amount	Completed
Please see attached I	ist of three most significan	t projects presently under co	onstruction.	
	***************************************	MARION MA		

	***************************************	***************************************		
	(Attach ad	ditional sheet(s) if neces	sary)	

Name of individual with Joseph A. Giunta, Operat	n direct managerial respo ions Manager	onsibility for this	entire Project:	
List the name, title, expo Bidder will use on this F		onsibility of each p	project manager a	nd superintendent which
Name	T	- Fitle	Experience in this type of work (years)	Area of Responsibility
John Smalley	Project Manag	er	16	Project-wide office administration
Jarid Richardson	Superintenden		15	Project-wide field operations
This form will be signed Type of firm: Corporation: Partnership: Sole Proprietorship:	(Attach addition) I by an Officer of the firm X	onal sheet(s) if ne on or an individua		an Officer of the firm.
	Name:	Kirk J. Hazen	/ //	
	Signature	/hith-	1. Hg e	
	Title:	Vice President		
	Date:	November 7, 20	18	

END OF SECTION



PROJECTS PRESENTLY UNDER CONTRACT IN SOUTHEAST DISTRICT

List all Projects presently under contract:

Project Name	Location	Client Name	Delivery Method	End Date	Final Contract
Nashville Federal Courthouse	Nashville, TN	General Services Administration	Design- Build	4/1/2021	\$128,084,940
Orlando International Airport - South Terminal C (Phase 1)	Orlando, FL	Greater Orlando Aviation Authority	CM at Risk	10/30/2020	\$675,000,000
Fort Lauderdale Aquatic Complex Renovations	Ft. Lauderdale, FL	City of Fort Lauderdale	Design- Build	10/26/2020	\$26,995,368
Vulcan Launch Infrastructure Activations	Cape Canaveral, FL	United Launch Alliance	CM at Risk	6/1/2020	\$90,000,000
Checked Baggage Renovation - Tampa Intl. Airport	Tampa, FL	Hillsborough County Aviation Authority	Design-Bid- Build	6/1/2020	\$37,000,000
Nashville International Airport - Concourse D & Terminal Wing Expansion	Nashville, TN	Nashville International Airport	Design- Build	6/1/2020	\$203,000,000
P154 Triton Forward Operating Base Hangar (Mayport Naval Station)	Jacksonville, FL	NAVFAC Southeast	Design- Build	10/13/2019	\$38,877,119
Army Reserve Center & Aviation Support Facility - MacDill AFB	Tampa, FL	U.S. Army Corps of Engineers - Mobile District (USACE)	Design-Bid- Build	10/4/2019	\$49,716,180
Navy Federal Credit Union Phase 2 Expansion	Pensacola, FL	Navy Federal Credit Union	CM at Risk	9/30/2019	\$535,000,000
The GEO Group Corporate HQ	Boca Raton, FL	The GEO Group	CM at Risk	1/15/2019	\$40,475,000
Baptist Health South Florida Hotel & Conference Center	Miami, FL	Baptist Health South Florida	CM at Risk	1/15/2019	\$50,360,959
Orlando International Airport (MCO) Airside Four Renovation and Wing Expansion	Orlando, FL	Greater Orlando Aviation Authority	Design-Bid- Build	12/31/2018	\$90,087,074
Operational Support Facility - MacDill AFB	Tampa, FL	U.S. Army Corps of Engineers - Mobile District (USACE)	Design-Bid- Build	12/28/2018	\$37,020,203
Tampa International Airport - Main Terminal Curbside Expansion Program	Tampa, FL	Hillsborough County Aviation Authority	Design- Build	10/31/2018	\$25,262,708



WORK PERFORMED LAST TWO YEARS IN SOUTHEAST DISTRICT

Work performed in last two years:

Project Name	Location	Amount	Completion Date
NASA Headquarters Building	Kennedy Space Center, FL	\$67,138,030	9/30/2018
Universal Project 927 - Aventura Hotel	Orlando, FL	\$112,000,000	6/28/2018
Spacecraft Integration Facility	Exploration Park, FL	\$28,466,241	3/5/2018
Baptist Health South Miami Hospital 3NT Bathroom			
Renovation	Miami, FL	\$1,500,000	12/27/2017
South Airport Automated People Mover (APM)			
Complex	Orlando, FL	\$269,862,032	11/15/2017
Universal Project 620 - Fast & Furious: Supercharged	Orlando, FL	\$64,600,000	10/31/2017
Aventura Mall Expansion III Parking Structure	Ft. Lauderdale, FL	\$24,080,251	7/21/2017
Universal Project 799: Cabana Bay Towers	Orlando, FL	\$59,000,000	5/17/2017
Commercial Crew Transportation Capability (ULA			
CCtCap) - Launch Complex 41	Cape Canaveral, FL	\$33,856,000	5/15/2017
Modify Vehicle Assembly Building (VAB) High Bay 3			
for SLS	Kennedy Space Center, FL	\$124,727,589	4/23/2017
Universal Orlando Data Center	Orlando, FL	\$3,220,000	3/3/2017
Orbital Processing Facility (OPF) 1 & 2 Modifications	Kennedy Space Center, FL	\$22,022,046	12/31/2016
South Miami Hospital B8A3 AHU Replacement	Miami, FL	\$547,570	9/19/2016

SIMILAR PROJECTS - PAST 10 YEARS

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

Project and Location	Design Professional	Contract with (Firm, Address, Person, Phone)	Amount	Date Completed
Orlando International Airport (MCO) Airside Three Rehabilitation & Hurricane Restoration Orlando, FL	C.T. HSU + Associates, P.A.	Greater Orlando Aviation Authority Orlando International Airport 5855 Cargo Rd, Orlando, FL 32827 Mike Patterson (407) 825-2460	\$98,624,085	3/19/2009
Miami International Airport South Terminal Miami, FL	Rodriguez & Quiroga Architects	Miami Dade Aviation Department 525 W. Monroe, Ste. 1600 Chicago, IL 60661 Marty Turner (773) 458-2855	\$269,858,271	5/14/2009
SJC TAIP - Terminal B San Jose, CA	Fentress Architects	City of San Jose 1601 Airport Blvd., San Jose, CA Steven Pagan (408) 487-2121	\$137,679,404	3/1/2010



Project and Location	Design Professional	Contract with (Firm, Address, Person, Phone)	Amount	Date Completed
Terminal Area Improvement Program (TAIP) San Jose, CA	Fentress Architects	City of San Jose, Norman Y Mineta San Jose International Airport 1659 Airport Blvd., San Jose, CA David Mas (408) 392-3630	\$667,202,000	6/30/2010
SFO Terminal 3, Boarding Area E Improvements Project San Francisco, CA	Gensler	San Francisco International Airport Terminal 3 Arrivals, Courtyard 3, San Francisco, CA Judi Mosqueda (650) 821-0163	\$118,000,000	1/28/2014
Love Field Modernization Program Dallas, TX	Corgan Associates Inc.	Southwest Airlines P.O. Box 36611, HDQ-4PF, 2702 Love Field Dr., Dallas, TX 75235 Bob Montgomery (214) 792-4480	\$274,681,383	2/14/2015
SFO Terminal 3 East San Francisco, CA	Gensler	San Francisco International Airport Terminal 3 Arrivals, Courtyard 3, San Francisco, CA Judi Mosqueda (650) 821-0163	\$230,979,409	11/18/2015
SFO Replacement Airport Traffic Control Tower and Integrated Facilities San Francisco, CA	Fentress Architects	San Francisco International Airport P.O. Box 8097, San Francisco, CA 94128 Mark Costanzo (650) 821-7809	\$142,186,261	1/28/2016
South Airport Automated People (APM) Complex Orlando, FL	HKS Architects	Greater Orlando Aviation Authority Orlando International Airport 5855 Cargo Rd, Orlando, FL 32827 Davin Ruohomaki (407) 825-3105	\$269,251,277	11/1/2017

LITIGATION

Claims pursuant to contract are common in the construction industry, with any given project experiencing multiple requests for added or deleted work. Hensel Phelps does not track information regarding contract claims in the ordinary course of its business because, ordinarily, they are resolved amicably and rarely, if ever, lead to litigation. If you require information regarding any specific contract claim, please contact the undersigned. Additionally, and as is customary throughout the industry, Hensel Phelps has, within the last two (2) years, been involved in a small number of construction contract litigation matters. Hensel Phelps works to avoid these situations and, when they do occur, has a strong track record of employing mediation and/or negotiation to obtain a proactive resolution.

Please contact Scott Johnson, Assistant General Counsel, at 970.346.7355, or Mike Ballentine, Corporate Counsel, at 970.346.7360 if additional information is desired.



THREE MOST SIGNIFICANT PROJECTS PRESENTLY UNDER CONSTRUCTION

List three most significant projects presently under construction:

Project and Location	Design Professional	Contract with (Firm, Address, Person, Phone)	Amount	Date Completed
South Terminal C Orlando, FL	Fentress Architects; HNTB Corporation	Greater Orlando Aviation Authority Orlando International Airport, 5855 Cargo Rd, Orlando, FL 32827 Mike Patterson; (407) 825-2460	\$675,000,000	10/30/2020
SFO Terminal 1 Center San Francisco, CA	Gensler	San Francisco International Airport P.O. Box 8097 San Francisco, CA 94128 Geoff Neumayr; (650) 201-0059	\$1,200,000,000	12/1/2022
Navy Federal Credit Union Phase 2 Expansion Pensacola, FL	ASD Architects	Navy Federal Credit Union 4810 West Nine Mile Rd, Pensacola, FL 32526 George Eichert; (703) 255-8509	\$535,000,000	9/30/2019

SECTION 00421 - SCRUTINIZED COMPANY CERTIFICATION

This certification is required pursuant to Florida Statute Section 287.135.

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

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

Company:	Hensel Phelps Construction Co.	FID or EIN No.:	84-0876644
Address:	6557 Hazeltine National Dr., Suite 1	City/State/Zip:	Orlando, FL 32822

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

11. 1 11/2	
my the	Vice President
Signature	Title
Kirk J. Hazen	November 7, 2018
Printed Name	Date

This certification is required pursuant to Florida Statute Section 287.135.

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

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Company:	Acclaim Service Group, Inc	FID or EIN No.:	36-4668231
Address:	11504 Perpetual Drive	City/State/Zip:	Odessa, Fl 33556

Brent Jones	, as a representative of	Acclaim Service Group, Inc.	
,	, as a representative oi_		

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

BAA	Vice President
Signature	Title
Brent Jones	11/8/18
Printed Name	Date

This certification is required pursuant to Florida Statute Section 287.135.

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

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Company:	Acosuti Engineering Company of F	LFID or EIN No.:	59-0543535
Address:	6704 N. 54th Street	City/State/Zip:	Tampa, FL 33610

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

flat	Robert M. Cameron	Digitally signed by Robert M. Cameron Date: 2018,11.08 12:54:16 -05'00'	Branch Manager	(Stockholder)
Signature			Title	
Robert M. Camero	n		_11-8-2018	
Printed Name			Date	

This certification is required pursuant to Florida Statute Section 287.135.

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Company:	BrightView Landscape Development	FID or EIN No.:	95-1590418
Address:	5326 CR 579	City/State/Zip:	Seffner, Florida, 33584

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

Myh	Business Developer	
Signature	Title	
Michael Rushton	11/8/2018	
Printed Name	Date	3

This certification is required pursuant to Florida Statute Section 287,135.

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

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

GMF STEELGROUP FIDOR EIN No.: 56-2457346

4600 DRUNE FIELD RD. City/State/Zip: LAKELAND, FL

33811

I, UASON HALL as a representative of GMF STEEL GROUP

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

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

Signature

Printed Name

EXEC. VICE PRESIDENT

Title

11/8/(<u>8</u>

This certification is required pursuant to Florida Statute Section 287.135.

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

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JMStrucking FID or EIN No.: 46-1061355 373413/8+ Ave N. Unita, City/State/Zip: Clearwater, FL. 33762



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

Signature

Jeannie M. Statnas

Printed Name

Title

Date

This certification is required pursuant to Florida Statute Section 287.135.

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JOHN W. Ma Dougace Co. FID or EIN No.: 62-0435228

3731 Amy Lynn DR City/State/Zip: NASHVILLE /TN/37218 Address:

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

Signature

Title

Jeff Apock

Printed Name

Date

This certification is required pursuant to Florida Statute Section 287.135.

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

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Company:	Kenpat Central Florida, LLC	FID or EIN No.:	46-4840264
Address:	90 S. Bradshaw Road	City/State/Zip:	Apopka/FL/32703

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

Philip Klote DiscrePhilip Klote, o=Kenpat, ou, email=pklote@kenpat.net, c=US Date: 2018.11.08 11:49:37 -05'00'	Vice President
Signature	Title
Philip Klote	11-8-2018
Printed Name	Date

This certification is required pursuant to Florida Statute Section 287.135.

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

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Company:	KHSS Contractors	FID or EIN No.:	59-247-1479	
Address:	5422 Bay Center Drive	City/State/Zip:	Tampa, FL 33609	

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

D. Imal	Sr. Vice President	
Signature	Title	
Ted Malone	11/08/2018	
Printed Name	Date	

This certification is required pursuant to Florida Statute Section 287.135.

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Company:	Leesburg Concrete Company, Incorporated	FID or EIN No.:	59-2344269
Address:	1335 Thomas Ave.	City/State/Zip:	Leesburg, FL 34748

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

	Vice President
Signature	Title
Kirkland J. Rouse	Nov. 7, 2018
Printed Name	Date

This certification is required pursuant to Florida Statute Section 287.135.

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Company:	Malcolm Drilling Co, Inc	FID or EIN No.:	94-1671918
Address:	6426 NW 5+1 Way	City/State/Zip:	Ft. Lauderdale, FL33309

I, Alec Bloem, as a representative of Malcolm Drilling Co, Inc

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

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Signature

Alec Bloem
Printed Name
Date

This certification is required pursuant to Florida Statute Section 287.135.

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Company:	PAA	ROCHING & SHE	THE OF EIN No.:	65-10786f	2
Address:	4495	35th ST	City/State/Zip:	OPCAUSO	FC 3284

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

Title Mesison

This certification is required pursuant to Florida Statute Section 287.135.

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Company: PELicage ELECTRICAL GLOVP TWC FID OF EIN No.: 59-2883151

Address: ZSI Douglas RO E City/State/Zip: OLDSMAR FL. 34677

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

Signature

Title

DAVID L.

11.08.2018

rinted Name

Date

This certification is required pursuant to Florida Statute Section 287.135.

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Company:	RCS Construction Company Inc	FID or EIN No.:	45-5034196	
Address:	295 E SR 50, Ste 1	City/State/Zip:	Clermont, Florida 34711	

I, Lynson Rozar	, as a representative of RCS Construction Company Inc

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

	President	
Signature	Title	
Lynson Rozar	11/8/18	
Printed Name	Date	

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Company:	S&S Roofing Systems, Inc.	FID or EIN No.:	59-3182105
Address:	2949 W. SR 434 STE 300	City/State/Zip:	Longwood, FL 32779

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

S. Sie Colon	Vice President	
Signature	Title	
Ardie Duncan	11/8/18	
Printed Name	Date	

This certification is required pursuant to Florida Statute Section 287.135.

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Company:	Schindler	Plevator	FID or EIN No.:	34-1270050
company.		1 Dya . O.	TID OF LIN NO	51-12/00 3(1)

Address: 5633 Barry Rd City/State/Zip: May Da 33634

1, Marielle Dural, as a representative of Getinder Elevantor

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

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

Signature

Dartien

Sales Representative

Date

This certification is required pursuant to Florida Statute Section 287.135.

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Spectrum Mechanical, LLC	FID or EIN No.:	47-2813128
2160 Sunnydale Blvd,	City/State/Zip:	Clearwater, FL 33765
	A .	

	Steven Schwersky	_ as a representative of Spectrum Mechanical, LLC
,		_, as a representative or _ ·

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

STEEK	President	
Signature	Title	
Steven Schwersky	11-8-18	
Printed Name	Date	

END OF SECTION

11

This certification is required pursuant to Florida Statute Section 287.135.

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

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Company: STABIL Concrete Products, LLC FID or EIN No.: 20-4181303

Address: 4451 8th Avenue South City/State/Zip: St. Petersburg, Fl 33711

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

Herono W. Flore	Executive Vice President
Signature Signature	Title
Gerard M Flach	11/08/18
Printed Name	Date

This certification is required pursuant to Florida Statute Section 287.135.

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Company:	ucc Group Inc.	FID or EIN No.:	<u>51-03529</u>	149
Address:	7380 Sand Lake Rd Sk	City/State/Zip:	Orlando FL	<u> 3281</u> 9

1, Pat DiPaolo, as a representative of UCC Group Inc

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

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ignature Presiden

Pat DiPaolo Nov 8,2018

SECTION 00421 - SCRUTINIZED COMPANY CERTIFICATION

This certification is required pursuant to Florida Statute Section 287.135.

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West Tamps (435 G, FID or EIN No.: 59-3530123

2705 N. 35th St. City/State/Zip: Tamps, FL. 33605

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

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Title

11/7/18

SECTION 00422 - E-VERIFY CERTIFICATION

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

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

Company:	Hensel Phelps Construction Co.	FID or EIN No.:	84-0876644	
Address:	6557 Hazeltine National Dr., Suite 1	City/State/Zip:	Orlando, FL 32822	
I, Kirk J. Hazen, as a representative of Hensel Phelps Construction Co,				
certify and affirm that this company will comply with the E-Verification requirements of Executive Order				
Number 11	-146.			
This	I fly on	Vice President		
Signature	/ 3/	Title		
Kirk J. Hazei	n /	November 7, 2018		
Printed Name		Date		

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

SECTION 00423 - NON-COLLUSION CERTIFICATE

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

- (a) communicate to a person other than the person soliciting for these Bids the amount or approximate amount of the Bid price, except where the disclosure, in confidence, of the approximate amount of the Bid price is necessary to obtain insurance premium and/or bond quotations required for the preparation of the Bid;
- (b) enter into any agreement or arrangement with any other person or entity that such person or entity shall refrain from bidding or as to the amount of any Bid price to be submitted;
- offer, pay, give or agree to pay, offer or give any sum of money or valuable consideration (c) directly or indirectly to any person or entity for doing or having done or having caused to be done in relation to any other Bid or Bid price for the said work, act or thing of the sort described above.

In this certificate, the word "person" includes any persons or any body of	or association, corporate or
unincorporated; and any agreement or arrangement includes any such to	ransaction, formal or informal
and whether legally binding or not.	Charles and
7/2/1/2	Ail Illalla
Signed: Witnessed By:_	X was Mutto

Hazen, Vice President

Date: November 7, 2018

For and on behalf of : Hensel Phelps Construction Co.

[Bidder's Name]

SECTION 00430 - SUBCONTRACTORS LIST

THIS SUBCONTRACTORS LIST IS REQUIRED FOR SUBMISSION WITH BID DOCUMENTS.

This list is attached to and is made an integral part of Bid submitted by: (Bidder to insert full name and address)

Hensel Phelps Construction Co.
6557 Hazeltine National Drive, Suite One
Orlando, FL 32822

For the construction of:

SKYCENTER SITE DEVELOPMENT, ATRIUM AND PEDESTRIAN BRIDGE AUTHORITY PROJECT NUMBER: 5991 14 AUTHORITY NO. 8225 17 FDOT FM NO. 441181-1

TAMPA INTERNATIONAL AIRPORT Tampa, Florida

The undersigned, hereinafter called "Bidder", lists below the names of the subcontractors who will perform the portions of the Work indicated. If Bidder, instead of a subcontractor, will perform the portions of the Work indicated, Bidder will insert its own name on the appropriate lines. All blank lines will be filled in with the name of the Bidder or a subcontractor. Subcontractor will meet the experience requirements of the appropriate specification section.

SUBCONTRACT

NAME, ADDRESS AND PHONE

NUMBER OF SUBCONTRACTOR

Demolition
Site/Existing Conditions
Building/Existing Conditions

RCS Construction Company, Inc.

297 E. Hwy 50, Suite 3, Clermont, FL 34711

Andy Shepard, 352.394.1717

West Tampa Glass Company

2705 N. 35th St., Tampa, FL 33605

Roger Campla, 813.247.5528, ext. 19

John W. McDougal Co., Inc.

3731 Amy Lynn Dr., Nashville, TN 37218

Bryan Baggett, 615.321.3900

Concrete	Acclaim Service Group	
	11504 Perpetual Dr., Odessa, FL 33556	
	Brent Jones, 727.848.3200	
Pre-cast Concrete	Stabil Concrete Products, LLC	
Tre-cast concrete	4451 8 th Ave. South, St, Petersburg, FL 33711	
	Gerry Flach, 727.321.6000	
	Leesburg Concrete Company, Incorporated	
	1335 Thomas Ave., Leesburg, FL 34748	
	Kirk Rouse, 352.787.4177	
Masonry	Acclaim Service Group	
	11504 Perpetual Dr., Odessa, FL 33556	
	Brent Jones, 727.848.3200	
Metals		
Structural Steel	0145.0: 1.0	
Misc. Steel fabrications	GMF Steel Group	
	4600 Drake Field Rd., Lakeland, FL 33811	
	John Davis, 863.577.0210	
Cold-Formed Metal Framing	KHS&S Contractors	
	5422 Bay Center Dr., Ste. 200, Tampa, FL 33609	
	Mila Glashin, 813.628.9330	
	Kenpat Central Florida, LLC	
	576 Cooper Commerce, Apopka, FL 32703	
	Norm Bastarache, 407.464.7070	
Exterior Sheathing	KHS&S Contractors	
	5422 Bay Center Dr., Ste. 200, Tampa, FL 33609	
	Mila Glashin, 813.628.9330	
	Kenpat Central Florida, LLC	
	576 Cooper Commerce, Apopka, FL 32703	
	Norm Bastarache, 407.464.7070	
	Hensel Phelps Construction Co.	
	6557 Hazeltine National Dr., Ste. 1, Orlando, FL	
	Kirk Hazen, 407.856.2400	

Thermal Insulation	KHS&S Contractors
	5422 Bay Center Dr., Ste. 200, Tampa, FL 33609
	Mila Glashin, 813.628.9330
	Kenpat Central Florida, LLC
	576 Cooper Commerce, Apopka, FL 32703
	Norm Bastarache, 407.464.7070
	· · · · · · · · · · · · · · · · · · ·
Exterior Insulation Finishing System	Not Applicable
	-
	-
Waterproofing and Sealants - (incl. air barrier membrane, vapor barriers)	Ewing Waterproofing Systems, Inc.
(monda same memarane, tape same sy	2521 NW 74 th Pl., Gainesville, FL 32653
	Steve Doll, 352.374.6958
Roofing (incl. built-in gutters)	S&S Roofing Systems, Inc.
A second	2949 W. SR 434, Ste. 300, Longwood, FL 32779
	Ardie Duncan, 407.696.4334
	P&A Roofing & Sheet Metal
	4495 35 th St., Orlando, FL 32811
	John Manzella, 407.650.9541
Exterior Metal Panel Cladding & Soffit Systems	John W. McDougal Co., Inc.
	3731 Amy Lynn Dr., Nashville, TN 37218
	Bryan Baggell, 615.321.3900
Sheet Metal Flashing and Trim	S&S Roofing Systems, Inc.
	2949 W. SR 434, Ste. 300, Longwood, FL 32779
	Ardie Duncan, 407.696.4334
	P&A Roofing & Sheet Metal
	4495 35 th St., Orlando, FL 32811
	John Manzanella, 407.650.9541
Openings	
Doors, Frames and Hardware	Hollow Metal Specialists
	3135 Lakewood Ranch Blvd., Ste. 101,
	Bradenton, FL 34211
	Derek Whetsel, 941.379.1970

Special Openings- Folding Doors, Smoke Curtains,		
Operable Windows	Won-Door Corporation	
	1865 S. 3480 West, Salt Lake City, UT 84104	
	Eric Eiffert, 941.587.1365	
	Specified Architectural Systems, Inc.	
	9942 Currie Davis Dr., Ste. C, Tampa, FL 33619	
	John Kabana, 813.915.6100	
	·	
	West Tampa Glass Company	
	2705 N. 35 th St., Tampa, FL 33605	
	Roger Campla, 813.247.5528, ext. 19	
Curtainwall, Aluminum Entrances/ Storefront		
Systems & Glazing	West Tampa Glass Company	
	2705 N. 35 th St., Tampa, FL 33605	
	Roger Campla, 813.247.5528, ext. 19	
Cement Plaster (Stucco)	KHS&S Contractors	
	5422 Bay Center Dr., Ste. 200, Tampa, FL 33609	
	Mila Glashin, 813.628.9330	
	Kenpat Central Florida, LLC	
	576 Cooper Commerce, Apopka, FL 32703	
	Norm Bastarache, 407.464.7070	
	Norm Bastardone, 167116 117676	
Interior Metal Framing and Drywall	KHS&S Contractors	
<u> </u>	5422 Bay Center Dr., Ste. 200, Tampa, FL 33609	
	Mila Glashin, 813.628.9330	
	K	
	Kenpat Central Florida, LLC	
	576 Cooper Commerce, Apopka, FL 32703	
	Norm Bastarache, 407.464.7070	
Acoustical Ceilings	Acousti Engineering Company of Florida	
	6704 N. 54 th St., Tampa, FL 33610	
	Robert Cameron, 813.620.0718	
Flooring and Base	Architectural Tile	
	5303 S. MacDill Ave., Ste. 100, Tampa, FL 33611	

	Karen Papke, 813.839.2100
	De la Birlanca Tana
	Doyle Dickerson Terrazzo
	1709 University Commercial Pl.,
	Charlotte, NC 28213
	Stan Cociug, 704.921.4940
	Industrial Flooring Specialties/Plexie-Chemie
	606-6 Lane Ave. N., Jacksonville, FL 32254
	Joanne Grant, 904.477.9902
Paint and Coatings	Danniy Painting LLC
Paint and Coatings	Dannix Painting, LLC 11562 Old Hwy 61 N, Bldg. 14-3,
	Robinsonville, MS 38664
	CR Chernik, 662.671.5449
	CR CHCHIR, 002.071.3443
Signage and Graphics	Creative Sign Designs
Signage and Grapines	12801 Commodity Pl., Tampa, FL 33626
	Alex Bennett, 813.749.2310
Specialties	
(Toilet Accessories; Fire Ext./Cabinets)	Bell Architectural Specialties, Inc.
	8516 E. Riverview Dr., Riverview, FL 33569
	Blake Mallard, 813.741.9926
Furnishings	Contract Furniture, Inc.
	4526 Transport Dr., Tampa, FL 33605
	Jeff Overton, 813.247.6622
Millwork/Casework	Mill-Rite Woodworking
	6401 47 th St. N, Pinellas Park, FL 33781
	Tim Belcher, 727.528.6311
	·
Conveying Equipment	
(Elevators, Escalators, Moving Walks)	Schindler
	5833 Barry Rd., Tampa, FL 33634
	Danielle Duval, 813.313.1955
Fire Cumpressian System	St. Detershurg Fire Protection 11.C
Fire Suppression System	St. Petersburg Fire Protection, LLC 1041 75 th St. N, Largo, FL 33777
	Geoffrey Dyce, 727.542.6193
	Geomey Dyce, 727.342.0193
Plumbing and Drainage	Busto Plumbing
	. , , , , , , , , , , , , , , , , , , ,

	1702 St. Louis St., Tampa, FL 33607
	David Crosby, 813.251.1061
HVAC	Spectrum Mechanical
	2160 Sunnydale Blvd., Clearwater, FL 33765
	Steven Schwersky, 727.535.1202
Floctrical (lighting nowor)	Pelican Electrical Group
Electrical (lighting, power)	251 Douglas Rd. E, Oldsmar, FL 34677
	David Williams, 813.855.0114
	David Williams, 015.055.0114
Lightning Protection	Pelican Electrical Group
	251 Douglas Rd. E, Oldsmar, FL 34677
	David Williams, 813.855.0114
Technology (Data, Communications)	Pelican Electrical Group
	251 Douglas Rd. E, Oldsmar, FL 34677
	David Williams, 813.855.0114
Integrated Automation	Spectrum Mechanical
	2160 Sunnydale Blvd., Clearwater, FL 33765
	Steven Schwersky, 727.535.1202
Cocurity	
Security (Access Control, Electronic Safety & Security)	Pelican Electrical Group
(Access control, Electronic surety & Security)	251 Douglas Rd. E, Oldsmar, FL 34677
	David Williams, 813.855.0114
Fire Alarm	Pelican Electrical Group
	251 Douglas Rd. E, Oldsmar, FL 34677
	David Williams, 813.855.0114
Earthwork	RCS Construction Company, Inc.
	297 E. Hwy 50, Suite 3, Clermont, FL 34711
	Andy Shepard, 352.394.1717
St. I	
Site Improvements	DCC Construction Company Inc
(Grading, Site Drainage, Site Utilities)	RCS Construction Company, Inc.
	297 E. Hwy 50, Suite 3, Clermont, FL 34711
	Andy Shepard, 352.394.1717
Site Lighting and Electrical	Pelican Electrical Group
E. C. E. D. M. I. G. C.	251 Douglas Rd. E, Oldsmar, FL 34677
	201 Douglas Har E, Glasifiar, FE 34077

	David Williams, 813.855.0114
	<u> </u>
Pavement	RCS Construction Company, Inc.
ravement	297 E. Hwy 50, Suite 3, Clermont, FL 34711
	Andy Shepard, 352.394.1717
	Acclaim Service Group
	11504 Perpetual Dr., Odessa, FL 33556
	Brent Jones, 727.848.3200
	brent Jones, 727.848.3200
	UCC Group, Inc.
	7380 Sand Lake Rd., Ste. 500, Orlando, FL 32819
	Pat Dipaolo, 407.248.0989
Pavement Markings	RCS Construction Company, Inc.
avement warkings	297 E. Hwy 50, Suite 3, Clermont, FL 34711
	Andy Shepard, 352.394.1717
Landscape & Irrigation	Brightview
	5326 CR 579, Seffner, FL 33584
	Mike Rushton, 813.628.8116
Formwork/Shoring	Acclaim Service Group
	11504 Perpetual Dr., Odessa, FL 33556
	Brent Jones, 727.848.3200
OTHERS	
Column Covers	Tate Ornamental, Inc.
	411 Industrial Dr., White House, TN
	Brian Vincent, 615.672.0348
Class Bails	Stainless Fabricators Inc
Glass Rails	Stainless Fabricators, Inc.
	11107 Challenger Ave., Odessa, FL 33556 Scott Binney, 813.926.7113
	300tt Billiey, 013.320.7113
Sliding Auto Entrances	Door Control, Inc.
	10330 Chedoak Ct., Bldg. 300,
	Jacksonville, FL 32218
	Robert Ciardullo, 904.813.4186
Decorative Glass Wall	Acousti Engineering Company of Florida

	6704 N. 54 th St., Tampa, FL 33610
	Robert Cameron, 813.620.0718
Roller Window Shades	Cube Care Company
	6043 NW 167 th St., Ste. A-23,
	Miami Lakes, FL 33015
	Rod Pyles, 305.556.8700
Fountains	UCC Group, Inc.
	7380 Sand Lake Rd., Ste. 500, Orlando, FL 32819
	Pat Dipaolo, 407.248.0989
Testing	Arehna Engineering
	5012 W. Lemon St., Tampa, FL 33609
	Amanda Pereira, 813.944.3464
Drilled Piers	Malcolm Drilling Company, Inc.
	6426 NW 5 th Way, Ft. Lauderdale, FL 33309
	Paul Kaminski, 954.947.3644
Fencing	Smith Fence
	4699 100 th Ave. N, Clearwater, FL 33762
	Tommy Smith, 727.647.2097
Spray Insulation & Fireproofing	Santa Rosa Insulation & Fireproofing
	6130 NW 74 th Ave., Miami, FL 33166
	Mike Dominguez, 305.240.1123
The Bidder declares that it has fully investigated each su	
evidence that each subcontractor maintains a fully e	
financially, of performing the pertinent Work, and tha	·
satisfactory manner. The Bidder further declares th	· · · · · · · · · · · · · · · · · · ·
subcontractors for Work under this Contract without Ow	ner's written permission.
In witness thereof, the Bidder has hereunto set 7 th day of November	_
day of <u>November</u>	, 20 <u>18</u> .
Hansal D	helps Construction Co.
<u>Hensel F</u>	, Name of Bidder
	11 Marie of Blader
Ву:	fich f./Renen
- Jr	(Signature*)
	(5.6) 5.5 /

Title: Kirk J. Hazen, Vice President

* Must be same signature on Bid Form. END OF SECTION

The Authority offers suppliers the option of receiving payments via ePayables or via Automated Clearing House (ACH).

Bidder has the option to receive payments utilizing an ePayables solution during the entire term Α. of this Contract either by utilizing ePayables with Authority's Reverse Discount or ePayables under the Large Ticket Vendor Program. Payment will be processed by Accounts Payable using the ePayable system upon Account Payable's receipt of a Pay Application. After the payment is processed, the Pay Application will be reviewed and verified by the Authority Project Manager. Bidder retains the right to request a review of the rejected or corrected Pay Application. Any further adjustment to the Pay Application resulting from the review will be made in the next billing period. Merchant services fees will apply and are determined by Bidder's agreement with its bank or financial institution that processes credit or debit card payments on behalf of Bidder (Merchant Acquirer). The Authority is not responsible for any agreed upon terms between Bidder and Bidder's Merchant Acquirer. Bidder will receive a reverse discount of 75 basis points from Authority if Bidder does not utilize the Large Ticket Vendor program with its Merchant Acquirer. The Authority's reverse discount is whereby the Authority will give back to the Bidder .75% of the Merchant services fees to the Bidder for not utilizing the Large Ticket Vendor Program. The Authority reserves the right to suspend or discontinue the reverse discount in the event Bidder consistently overcharges Authority.

OR

B. Bidder also has the option to receive payments via Automated Clearing House (ACH). Payment will be issued within 20 days after Authority's verification and approval of a Pay Application. Authority may reject a Pay Application or correct the Pay Application when errors are found. Bidder retains the right to request a review of the rejected or corrected Pay Application. Any further adjustment to the Pay Application resulting from the review will be made in the next billing period.

Bidder may at any time during the term of this Contract elect to change its payment method to ePayables upon written notice to the Vice President of Planning and Development and the completion of Authority's ePayables application process. If the payment method is changed to ePayables, the information and process described above in Paragraph A, ePayables, will apply.

Please select one of the following electronic payment methods based on the information provided above:

Authority No. 8225 17 PAYMENT METHOD 00440-1

1.	ePayables: (Choose only one on this category)		
	ePayables with Authority Reverse Discount.		
	ePayables under the Large Ticket Vendor F	Program.	
OR			
2.	ACH:		
	☒ Bidder would like to receive payments via	ACH.	
	provide name and contact information for Bidd onsible for invoicing the Authority during the t	er's Accounts Receivable Representative that will erm of this Contract.	
Name:	Kirk Hazen		
Title: <u>\</u>	/ice President		
Office I	Mailing Address: 6557 Hazeltine National Dr., Ste.	1	
City: <u></u>	rlando State: FL	Zip Code : 32822	
Phone:	407.856.2400 Ext:	Fax: 407.856.6111	
Email:	khazen@henselphelps.com		
	1		
Th	Wice President		
Signat	ure	Title	
(
Kirk J. F	Hazen	November 7, 2018	
Printe	d Name	Date	
	FND OF SE	CCTION	

SECTION 00500 - AWARD OF CONTRACT AND EXECUTION OF CONTRACT BONDS

1.01 CONSIDERATION OF BIDS

- A. After the Bids are publicly opened and read, they will be compared on the basis of the Contract Lump Sum Bid Amounts contained therein.
- B. Until the award of a Contract is made, the Owner reserves the right to reject a Bidder's Bid if the Bid is irregular as specified in Subsection 1.12 entitled REJECTION OF BIDS of Section 00100.
- C. In addition, until the award of Contract is made, the Owner reserves the right to reject any or all Bids including but not limited to any and all Bids that are higher than the Owner approved budget or estimated project cost, waive technicalities if such waiver is in the best interest of the Owner and is in conformance with applicable State and local laws or regulations pertaining to the letting of construction contracts, advertise for new Bids, or proceed with the Work otherwise. All such actions will promote the Owner's best interests.

1.02 AWARD OF CONTRACT

- A. The award of the Contract, if it is awarded, will be to the lowest responsible Bidder whose qualifications indicate the award will be in the best interest of the Owner and whose Bid complies with all the prescribed requirements. No award will be made until the Owner has concluded such investigations as it deems necessary to establish the responsibility, qualifications and financial ability of the Bidder to do the Work in accordance with the Contract Documents to the satisfaction of the Owner within the time prescribed. The Owner reserves the right to reject the Bid of any Bidder who does not pass such investigation to the Owner's satisfaction. If the Contract is awarded, the Owner will give the successful Bidder written notice of the award within 85 calendar days (or 115 calendar days if federal funds are applicable) after the opening of the Bids. Until the final award of the Contract, the Owner reserves the right to reject any or all Bids, to waive technicalities and to advertise for new Bids, or to proceed to do the Work otherwise when the best interests of the Owner will be promoted thereby.
- B. The date of the award of the Contract will be the date that the Contract is awarded by the Owner.

1.03 CANCELLATION OF AWARD

Owner reserves the right to cancel the award without liability to the Bidder, except return of Bid security, at any time before a Contract has been fully executed by all parties and is approved by the Owner in accordance with Subsection 1.07 entitled APPROVAL OF CONTRACT of this Section 00500.

1.04 RETURN OF BID SECURITY

As soon as the Bids have been compared, the Owner may, at its discretion, return the Cashier's Checks or other collateral accompanying those Bids which, in its judgment, would not be considered in making the award. When award is made, the successful Bidder's security and that

of the next low Bidder will be retained until the Contract and Bonds have been executed, after which it will be returned to the Bidders. Should the award be delayed more than 85 calendar days (or 115 calendar days if federal funds are applicable) after opening of Bids, all Bidders' security will be returned, unless such delay is from causes beyond the control of the Owner.

1.05 REQUIREMENTS OF CONTRACT BONDS

- A. A good and sufficient Common Law Performance Bond and Statutory Payment Bond in the form contained herein, each in the sum of not less than 100% of the Contract Sum, with a surety company satisfactory to the Owner and licensed to conduct business in the State of Florida, will be required of the Contractor, guaranteeing that the Contract, including the various guarantee periods thereunder, will be faithfully performed and that no later than 10 calendar days from receipt of each payment the Contractor receives from the Owner, the Contractor will make payment to and release retainage to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Contractor with labor, materials, or supplies, used directly or indirectly by the Contractor in the prosecution of the Work provided for in the Contract.
- B. The Bonds, along with appropriate Power of Attorney, will be executed and delivered to Owner, not later than seven days from the date of award of the Contract. Prior to commencing any Work under the Contract, the Contractor will record the Payment and Performance Bonds in the public records of Hillsborough County, Florida. If, at any time after the execution of the Contract and the Contract Bonds as required, Owner reasonably deems the surety or sureties of such Bond or Bonds to be unsatisfactory, or if, for any reasons, such Bond or Bonds cease to be adequate to cover the performance of the Work or prompt payment as above specified, Contractor will, at its own expense and within five days after written notice from the Owner to do so, furnish additional Bond or Bonds in such form and amount and with such surety or sureties as will be satisfactory to the Owner. In such event, no further payment to the Contractor will be deemed due under the Contract until such new or additional Bond or Bonds are furnished in a manner and form satisfactory to the Owner.

1.06 EXECUTION OF CONTRACT

The successful Bidder will sign (execute) the necessary agreements for entering into the Contract and return such signed Contract to the Owner, along with the fully executed Surety Bond or Bonds specified and along with required Insurance Certificates and Endorsements, within seven days after the date of award of the Contract. If the Contract is mailed, special handling is recommended.

1.07 APPROVAL OF CONTRACT

The Owner will review, accept and complete the execution of the Contract in accordance with local laws or ordinances, and will return the fully executed Contract to the Contractor. No Contract is binding upon the Owner until it has been executed by the Owner and delivered to the Contractor.

1.08 FAILURE TO EXECUTE CONTRACT

Failure of the successful Bidder to execute the Contract and furnish acceptable Insurance

Certificates, and Endorsements, and Surety Bond or Bonds within seven days after the date of award of the Contract will be just cause for cancellation of the Contract and forfeiture of the Bid guaranty, not as a penalty, but as liquidation of damages to the Owner. The Bidder agrees that the Liquidated Damages are not a penalty and 5% of the total bid amount is reasonable. Award of the Contract may then be made to the next best responsive and responsible Bidder, or the Work re-advertised, or handled as the Owner may elect.

This **CONTRACT** is made and entered into this 6th day of December, 2018, by and between Hensel Phelps Construction Co., hereinafter designated as the **Contractor**, and the **Hillsborough County Aviation Authority**, Tampa, Florida, hereinafter referred to as the **Owner**.

WITNESSETH:

CONTRACTOR, agrees with the Owner to the following:

1. THAT THE CONTRACTOR will provide the materials and labor specified and perform, in a first class manner, all Work in connection with the **SKYCENTER SITE DEVELOPMENT, ATRIUM AND PEDESTRIAN BRIDGE, at TAMPA INTERNATIONAL AIRPORT**, in the manner and form as provided by the following Contract Documents, which are incorporated by reference and made a part hereof, as if fully contained herein:

PROJECT MANUAL entitled, **SKYCENTER SITE DEVELOPMENT, ATRIUM AND PEDESTRIAN BRIDGE** and dated **SEPTEMBER 11, 2018**.

DRAWINGS entitled **SKYCENTER SITE DEVELOPMENT, ATRIUM AND PEDESTRIAN BRIDGE** and dated **AUGUST 31, 2018**.

ADDENDUM numbered $\underline{1}$ to $\underline{6}$, inclusive.

- 2. THAT THE CONTRACTOR will commence the Work within ten days of the date set by the Owner in a written Notice to Proceed and will achieve Substantial Completion of all Work under this Contract within 500 days after issuance of the Notice to Proceed.
- 3. The Owner hereby enters into this Contract with the Contractor in the Contract Sum amount of Sixty Six Million Sixteen Thousand and No One-Hundredth Dollars (U. S.) (\$66,016,000) for the Work in accordance with the Contractor's listed lump sums specified for the item(s) in the bid tabulation, acknowledged by the Contractor, and included as Attachment 1. Payments will be made for work actually performed upon presentation of the proper certificates to the Owner and upon terms set forth in the Contract Documents.
- 4. It is mutually agreed between the parties hereto that time is of the essence of this Contract, and in the event the Work has not achieved Substantial Completion within the days specified below in COLUMN I of the CONSTRUCTION SCHEDULE, for the whole Work by completion date or within the days herein specified, it is agreed that from any money due or to become due the Contractor or it's Surety, the Owner may retain the dollar amounts shown below in COLUMN II per Phase, per day, for each day thereafter, Sundays and holidays included, that the Work remains incomplete, not as a penalty but as liquidation of a reasonable portion of damages that will be incurred by the Owner by failure of the Contractor to complete the Work within the days stipulated. The Parties agree that assessment of actual damages at the time this Contract is made is uncertain. The Parties agree that the listed amounts are reasonable. The parties agree that the liquidated damages described in this paragraph are solely for delay and loss of use.

	<u>COLUMN I</u>	COLUMN II
MILESTONE WORK PHASES	DAYS PER PHASE	LIQUIDATED DAMAGES PER DAY IF NOT COMPLETED BY THE DAYS SHOWN IN COLUMN I
DEVELOPER'S PAD READY SITE WITH NORTH SIDE OF ATRIUM BUILDING FOUNDATION COMPLETED Phase 2	195 Calendar Days from Notice to Proceed	\$6,500
CELL PHONE LOT AND ANCILLARY SYSTEMS Phase 3	320 Calendar Days from Notice to Proceed	\$1,000
RENTAL CAR CENTER CURBSIDE EXPANSION Phase 3	320 Calendar Days from Notice to Proceed	\$1,000
SUBSTANTIAL COMPLETION	500 Calendar Days From Notice to Proceed	\$6,500

NOTE: Refer to Section 01315 - SCHEDULES, PHASING for additional sequencing requirements.

- 5. It is further mutually agreed between the parties hereto that if, at any time after the execution of this Contract (including the various guarantee periods thereunder) and the Bonds hereto attached, the Owner will reasonably deem the surety or sureties of such Bond or Bonds to be unsatisfactory, or if, for any reason, such Bond or Bonds cease to be adequate to cover the performance of the work or the prompt payment for said labor, materials, supplies and services, the Contractor will, at its own expense within five days from the date of written notice from the Owner to do so, furnish additional Bond or Bonds in such form and amount, and with such surety or sureties, as will be satisfactory to the Owner. In such event, no further payment to the Contractor will be deemed due under this Contract until such new or additional Bond or Bonds are furnished in a manner and form satisfactory to the Owner.
- 6. A. To the maximum extent permitted by Florida law, in addition to Contractor's obligation to provide pay for and maintain insurance as set forth elsewhere in this Contract, 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, royalties, 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), recklessness,
 - 3. intentional wrongful conduct, activities, or operations;
 - 4. any breach of the terms of this Contract;

- 5. performance, non-performance or purported performance of this Contract;
- 6. violation of any law, regulation, rule or ordinance;
- 7. infringement of any patent, copyright, trademark, trade dress or trade secret rights; and/or
- 8. contamination of the soil, groundwater, surface water, storm water, air or the environment by fuel, gas, chemicals or any other substance deemed by the Environmental Protection Agency or other regulatory agency to be an environmental contaminant

by the Contractor or the Contractor's officers, employees, agents, volunteers, subcontractors, invitees, or any other person directly or indirectly employed or utilized by the Contractor, regardless of whether the liability, suit, claim, expense, loss, cost, fine or damages is caused in part by the Authority, its members, officers, agents, employees or volunteers or any other indemnified party. This indemnity obligation expressly applies, and shall be construed to include, any and all claim(s) caused in part by the negligence, acts or omissions of the Owner, its members, officers, agents, employees, and volunteers.

- B. In addition to the duty to indemnify and hold harmless, 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, expenses, losses, costs, royalties, fines or attorney's fees in the event the suit, claim, or action of any nature arises in whole or in part from:
 - 1. the presence on, use or occupancy of Authority property;
 - 2. acts, omissions, negligence (including professional negligence and malpractice), recklessness, intentional wrongful conduct, activities, or operations;
 - 3. any breach of the terms of this Contract;
 - 4. performance, non-performance or purported performance of this Contract;
 - 5. violation of any law, regulation, rule, order, decree or ordinance;
 - 6. infringement of any patent, copyright, trademark, trade dress or trade secret rights; and/or
 - contamination of the soil, groundwater, surface water, storm water, air or the environment by fuel, gas, chemicals or any other substance deemed by the Environmental Protection Agency or other regulatory agency to be an environmental contaminant

by the Contractor or the Contractor's officers, employees, agents, volunteers, subcontractors, invitees, or any other person directly or indirectly employed or utilized by the Contractor regardless of whether it is caused in part by the Authority, its members, officers, agents, employees, or volunteers or any other indemnified party. This duty to defend exists immediately upon presentation of written notice of a suit, claim or action of any nature to the Contractor by a party entitled to a defense hereunder. This defense obligation expressly applies, and shall be construed to include, any and all claim(s) caused in part by the negligence, acts or omissions of the Owner, its members, officers, agents, employees, and 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, Contractor agrees to the following: To the maximum extent permitted by Florida law,

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 Contractor and persons employed or utilized by the Contractor in the performance of this Contract.

- D. If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by Florida Statute § 725.06 (1), or any other applicable law, then with respect to the part so limited, the monetary limitation on the extent of the indemnification shall be the greater of the (i) monetary value of this Contract, (ii) coverage amount of Commercial General Liability Insurance required under the Contract or (iii) \$1,000,000.00. Otherwise, the obligations of this Article will not be limited by the amount of any insurance required to be obtained or maintained under this Contract.
- E. Contractor's obligations to defend and indemnify as described in this Contract will survive the expiration or earlier termination of this Contract until it is determined by final judgment that any suit, claim or other action against the Owner, its members, officers, agents, employees, and volunteers if fully and finally barred by the applicable statute of limitations or repose.
- F. Nothing in this Contract will be construed as a waiver of any immunity from or limitation of liability the Owner, or its members, officers, agents, employees, and volunteers may have under the doctrine of sovereign immunity under common law or statute.
- G. The Owner and its members, officers, agents, employees, and volunteers reserve the right, at their option, to participate in the defense of any suit, without relieving Contractor of any of its obligations under this Article.
- H. If Paragraphs 6A 6G or any part of Paragraphs 6A 6G is deemed to conflict in any way with any law, the Paragraph or part of the Paragraph will be considered modified by such law to remedy the conflict.
- 7. THIRD PARTY BENEFICIARY CLAUSE. It is specifically agreed between the parties executing the Contract that it is not intended by any of the provisions of any part of the Contract to create in the public or any member thereof any rights as a third party beneficiary or to authorize anyone not a party to the Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the Contract.
- 8. This Contract will be terminated in accordance with Florida Statute Section 287.135 if it is found that the Contractor submitted a false Scrutinized Company Certification as provided in Florida Statute Section 287.135(5) or has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, or is engaged in business operations in Cuba or Syria. The termination will be subject to the dollar amount limitations included in the respective Florida Statute.
- 9. CHAPTER 119, FLA. STATUTE REQUIREMENTS

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

(813) 870-8721, <u>ADMCENTRALRECORDS@TAMPAAIRPORT.COM</u>, HILLSBOROUGH COUNTY AVIATION AUTHORITY, P.O. BOX 22287, TAMPA FL 33622.

Contractor agrees in accordance with Florida Statute Section 119.0701 to comply with public records laws including the following:

- a. Keep and maintain public records required by the Owner in order to perform the Work contemplated by this Contract.
- b. Upon request from the Owner's custodian of public records, provide the Owner with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat. or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract Term and following completion of the Contract.
- d. Upon completion of this Contract, keep and maintain public records required by the Owner to perform the Work. Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Owner, upon request from the Owner's custodian of public records, in a format that is compatible with the information technology systems of the Owner.
- 10. Press releases or other specialized publicity documents, including the Contractor's advertising news bulletins, which are related to this Contract and are intended by the Contractor for the press, broadcasting, or television, will be drawn up in consultation with the Owner. Except as otherwise required by law or regulation, the Contractor will not release or distribute any materials or information relating to this Contract or containing the name of the Owner or any of its employees or Board Members without prior written approval by an authorized representative of the Owner. Contractor shall require all consultants, subcontractors and suppliers of any tier to comply with this paragraph.

11. Prohibited Interest

The Contractor represents that, in connection with this Contract or any property included or planned to be included in this Contract, it has not entered into a contract or arrangement with any officer, director or employee of the Owner, or any business entity of which the officer, director or employee of the officer's, director's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer, director or employee or the officer's, director's or employee's spouse or child, or any combination of them, has a material interest.

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

The Contractor represents that, in connection with this Contract or any property included or planned to be included in this Contract, it has not entered into a contract or arrangement with any person or entity who at any time during the immediately preceding two years was an officer, director or employee of the Owner.

The provisions of this subsection shall not be applicable to any agreement between the Owner and its

fiscal depositories, any agreements for utility services the rates for which are fixed or controlled by the government, or any agreement between the Owner and an agency of state government.

The following provision is made a part of this Contract and will be inserted in each of the Contractor's subcontracts:

"No member, officer, or employee of the Hillsborough County Aviation Authority during their tenure or for two years thereafter will have any interest, direct or indirect, in this Contract or the proceeds thereof."

12. Nondiscrimination

A. Compliance with Nondiscrimination Requirements

During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

- 1. Compliance with Regulations: The Contractor (hereinafter includes subcontractors and consultants) will comply with the Title VI List of Pertinent Nondiscrimination Statutes and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Contract.
- 2. Nondiscrimination: The Contractor, with regard to the work performed by it during the Contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- 3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this Contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- 4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Owner or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Owner or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- 5. Sanctions for Noncompliance: In the event of Contractor's noncompliance with the Nondiscrimination provisions of this Contract, the Owner will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate,

including, but not limited to:

- a. Withholding payments to the Contractor under the Contract until the Contractor complies; and/or
- b. Cancelling, terminating, or suspending the contract, in whole or in part.
- 6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through five in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Owner or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in or is threatened with litigation by a subcontractor or supplier because of such direction, the Contractor may request the Owner to enter into any litigation to protect the interests of the Owner. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.
- B. Title VI List of Pertinent Nondiscrimination Authorities During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:
 - 1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
 - 2. 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
 - 3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 - 4. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
 - 5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
 - 6. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
 - 7. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- 8. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- 9. The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- 10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- 11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, Contractor must take reasonable steps to ensure that LEP persons have meaningful access to Contractor's programs (70 Fed. Reg. at 74087 to 74100); and
- 12. Title IX of the Education Amendments of 1972, as amended, which prohibits Contractor from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
- C. Duration: Contractor must comply with this section during the period during which Federal financial assistance is extended to Owner, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case this provision obligates the Contractor for the longer of the following periods:
 - 1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
 - 2. So long as the Owner retains ownership or possession of the property.

REMAINDER OF PAGE LEFT BLANK

By the Contractor this	day of __	, 201
ATTEST:		HENSEL PHELPS CONSTRUCTION CO.
	By:	
	Title:	
		Print Name
		Print Address
Signed, sealed, and delivered in the presence of:		
in the presence of.		
Witness	_	
Print Name		
Witness	_	
Print Name		
Notary for Hensel Phelps Construction Co.		
STATE OF	_	
byin the capac	city of	efore me this day of, 201 , of
(Name of organization or company, if any)		
(Its / His / Her) (They are / He is / She is) and) (Persor	nally known to me <u>/not</u> personally known to me) take an oath.
and has produced the following document of ic	dentification	take an oath. on) (they / he / she) (did / did not)
(Seal of Notary)		
		Signature of Notary

IN WITNESS WHEREOF, the parties hereto have set their hands and corporate seals by their proper

officers, duly authorized to do so;

By the Authority this	_ day of	, 201
	HILLSB	SOROUGH COUNTY AVIATION AUTHORITY
(Affix Corporate Seal)		
	Ву:	
	,	Robert I. Watkins, Chairman
ATTEST:		
Victor D. Crist, Secretary		
Signed, sealed, and delivered		
in the presence of:		
Witness		
Witness		
Print Name		
Witness		
Print Name		
		LEGAL FORM APPROVED AS TO FORM FOR LEGAL SUFFICIENCY:
	В	y:
		Michael T. Kamprath, Assistant General Counsel
Notary for Hillsborough County Aviation	on Authorit	Y.Y.
STATE OF FLORIDA COUNTY OF HILLSBOROUGH		
by Robert I. Watkins, in the capacity of	Chairman, ,, a public b	ged before me this day of, 201, and by Victor D. Crist, in the capacity of Secretary, ody corporate under the laws of the State of Florida, d they did not take an oath.
	_	Signature of Notary
	END (Print, Type, or Stamp Commissioned Name of Notary OF SECTION

Authority Project No. 8225 17 SkyCenter Site Development, Atrium and Pedestrian Bridge Tampa International Airport Attachment 1, Bid Tabulation

Tampa, Florida

Bid Item Number	·		Bid Price (In Numbers)	Qnty Unit	Total Amount Per Item Bid Price Times Qnty
	[(4.10	3.1.9
1	All work for SkyCenter Site Development, Atrium and Pedestrian Bridge				
	,				
-	Sixty Four Million Three Hundred Sixteen Thousand Dollars Zero	Cents \$	64,316,000.00	<u>1</u> LS	\$ 64,316,000.00
	Bid Price In Words		In Numbers		
2	Owner's Allowance				
	and the second s				
	One Million Seven Hundred Thousand Dollars Zero	Cents \$	1,700,000.00	1 OA	\$ 1,700,000.00
	Bid Price In Words		In Numbers		
	on a recommenda				

WAMPED AND A CONTROL OF THE PROPERTY OF THE PR		
W/MBE Participation Commitmen	A A	В
Total W/MBE Commitment Amount from Validated Letter of Intent	\$9,842,053.40	
Total Bid Amoun	t	\$66,016,000.00
W/MBE Commitment Percentage (equals A/B)	14.9%	

NOTE:

The W/MBE Commitment percentage is established in accordance with the Owner's W/MBE Policy as stated in Section 00100 INSTRUCTIONS TO BIDDERS and supported by the Letter(s) of Intent submitted by the Contractor with the bid. The Total W/MBE Commitment Percentage may only be modified by Change Order.

Bid Tabulation Amount	\$ 66,016,000.00
Name of Contractor:	
Signature of Contractors	
Signature of Contractor:	
Title:	
Date:	

Bid Tabulation Attachment 1

SECTION 00610 COMMON LAW PERFORMANCE BOND	Hillsborough County Official Use Only
BOND NO.	
STATE OF	
COUNTY OF	
BY THIS BOND, <u>Hensel Phelps Construction Co.,</u> whose principa CO 80631, business phone number is (407) 856-2400 as Principa	
<u>co 80631</u> , business phone number is <u>(407) 856-2400</u> as Princip and , whose principal busin	

WHEREAS, Contractor has by written Contract dated <u>December 6, 2018</u> entered into an agreement with Owner for **AUTHORITY PROJECT NUMBER 8225 17, SKYCENTER SITE DEVELOPMENT, ATRIUM AND PEDESTRIAN BRIDGE at TAMPA INTERNATIONAL AIRPORT** to perform in accordance with the Contract, and the Contract Documents incorporated by reference in the Contract or otherwise. The Contract is incorporated by reference into this Performance Bond, hereinafter "Bond".

It is the condition of this Bond that if the Contractor performs its Contract obligations (the "Work"), then the Surety's obligations under this Bond are null and void; otherwise the Surety's obligations will remain in full force and effect.

The Contractor will perform, carry out and abide by all the terms, conditions and provisions of the Contract and complete the Work in accordance with its terms. If the Contractor fails to perform its Contract obligations, it will be the duty of the Surety to promptly assume responsibility for performance of the Contract including but not limited to completion of the Work. The Surety must and does hereby agree to indemnify the Owner and hold it harmless of, from and against any and all liability, loss, cost, damage, expense, attorney fees, including appellate proceedings, engineering and architectural fees or other professional services which the Owner may incur or which may accrue or be imposed upon the Owner by reason of any negligence, default, breach or misconduct on the part of the Contractor, Contractor's agents, servants, subcontractors or employees, in, about, or on account of the Work or performance of the Contract. Surety will be required to repay and reimburse the Owner, promptly upon demand, all sums of money including, but not limited to, attorney, architect, engineer and any other professional fees reasonably paid out or expended by the Owner on account of the failure or refusal of the Contractor to carry out, perform, or comply with any of the terms, conditions or provisions of the Contract including, but not limited to, the guarantee of the Work and materials furnished under the Contract for the time specified in the Contract.

The Surety hereby stipulates and agrees that any modi Contract, including the Contract Documents, will not aff	fication, omission, or addition, in or to the terms of the fect the obligation of the Surety under this Bond.		
Signed and sealed this day of	, 20		
CONTRACTOR MUST INDICATE WHETHER CORPORATION, PARTNERSHIP, COMPANY, (OR INDIVIDUAL). THE PERSON SIGNING FOR THE CONTRACTOR WILL SIGN HIS/HER OWN NAME AND SIGN CORPORATE TITLE. WHEN THE PERSON SIGNING FOR A CORPORATION IS OTHER THAN THE PRESIDENT OR VICE PRESIDENT, HE/SHE MUST FURNISH A CORPORATE RESOLUTION SHOWING HIS/HER AUTHORITY TO BIND THE CORPORATION.			
(Affix Contractor's Corporate Seal)			
Name of Contractor	By:(Signature)		
Name of Contractor	(6.8.1868.2)		
Type Name and Title Below:	Address:		
	Telephone Number Fax Number		
(Affix Surety's Corporate Seal)			
Name of Surety			
By:	Ву:		
Attorney in Fact for Surety (Signature)	Florida Licensed Agent (Signature)		
Type name of Attorney in Fact: Type name of Fla. Licensed Agent:			
ttorney in Fact Address: License Number			
Attorney in Fact Address:	Agent Address:		
Telephone Number Fax Number	Telephone Number Fax Number		
(ATTACH "SURETY'S BOND AFFIDAVIT" ON COPY OF FORM BOUND IN THESE SPECIFICATIONS). (ATTACH "POWER OF ATTORNEY" FOR SURETY COMPANY REPRESENTATIVE).			
Hillsborough County Aviation Authority	THE FOREGOING BOND IS HEREBY APPROVED FOR LEGAL SUFFICIENCY:		
By:	•		
Michael Kamprath, Assistant General Counsel THIS BOND MUST BE RECORDED IN THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY FLORIDA PRIOR TO			
	K UNDER THE CONTRACT.		

Hillsborough County Official Use Only

TPA / SkyCenter Site Development, Atrium and Pedestrian Bridge

	Hillsborough County Official Use Only
SECTION 00620 STATUTORY PAYMENT BOND	
BOND NO.	
STATE OF	
COUNTY OF	

BY THIS BOND, Hensel Phelps Construction Co., whose principal business address is 420 Sixth Avenue Greeley, CO 80631, business phone number is (407) 856-2400 as Principal, hereinafter "Contractor", and _______, whose principal business address is ______, business phone number is ______ as Surety, hereinafter "Surety", are held and firmly bound to the Hillsborough County Aviation Authority, whose principal business address is P.O. Box 22287, Tampa, Florida 33622, business phone number is (813) 870-8700, as Obligee, hereinafter "Owner", in the amount of Sixty Six Million Sixteen Thousand and No One-Hundredth Dollars (U.S.) (\$66,016,000) for the payment of which Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, as provided herein.

THE CONDITION OF THIS BOND is that if Contractor:

- 1. Performs the Contract dated <u>December 6, 2018</u>, between Contractor and Owner for **AUTHORITY PROJECT NUMBER 8225 17, SKYCENTER SITE DEVELOPMENT, ATRIUM AND PEDESTRIAN BRIDGE at TAMPA INTERNATIONAL AIRPORT,** the Contract being made a part of this Bond by reference, at the times and in the manner prescribed in the Contract; and
- 2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Contractor with labor, materials, or supplies, used directly or indirectly by Contractor in the prosecution of the work provided for in the Contract; and
- 3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Contractor under the Contract; and
- 4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this Bond is void; otherwise it remains in full force.

Any action instituted by claimant under this Bond for payment must be in accordance with the notice and time limitation provisions in Sections 255.05(2) and (10), Florida Statutes.

Hillsborough County Official Use Only	
rety's obligation under this Bond.	
, 201	

SECTION 00620 STATUTORY PAYMENT BOND

Any changes in or under the Contract Documents and compliance or non-compliance with any formalities connected with the Contract or the changes does not affect Su Signed and sealed this _____ day of _____ CONTRACTOR MUST INDICATE WHETHER CORPORATION, PARTNERSHIP, COMPANY, (OR INDIVIDUAL). THE PERSON SIGNING FOR THE CONTRACTOR WILL SIGN HIS/HER OWN NAME AND SIGN CORPORATE TITLE. WHEN THE PERSON SIGNING FOR A CORPORATION IS OTHER THAN THE PRESIDENT OR VICE PRESIDENT. HE/SHE MUST FURNISH A CORPORATE RESOLUTION SHOWING HIS/HER AUTHORITY TO BIND THE CORPORATION. (Affix Contractor's Corporate Seal) Name of Contractor Type Name and Title Below: Fax Number Telephone Number (Affix Surety's Corporate Seal) Name of Surety Attorney in Fact for Surety (Signature) Florida Licensed Agent (Signature) Type name of Attorney in Fact:_____ Type name of Fla. Licensed Agent: License Number:_____ Agent Address: Attorney in Fact Address:_____ Telephone Number Fax Number Telephone Number Fax Number (ATTACH "SURETY'S BOND AFFIDAVIT" ON COPY OF FORM BOUND IN THESE SPECIFICATIONS). (ATTACH "POWER OF ATTORNEY" FOR SURETY COMPANY REPRESENTATIVE). THE FOREGOING BOND IS HEREBY APPROVED Hillsborough County Aviation Authority FOR LEGAL SUFFICIENCY: Michael Kamprath, Assistant General Counsel

THIS BOND MUST BE RECORDED IN THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY FLORIDA PRIOR TO COMMENCING ANY WORK UNDER THE CONTRACT.

TPA / SkyCenter Site Development, Atrium and Pedestrian Bridge

	Hillsborough County Official Use Only
SECTION 00620 STATUTORY PAYMENT BOND	
STATE OF	
COUNTY OF	
BEFORE ME, the undersigned authority, personally appeared who being duly sworn, deposes and says that they are a duly auth under the laws of the State of Florida, to represent a company authorized to make corporate surety bonds under the	
Said furthe	er certifies that as agent for the said Surety,
they have countersigned the attached Bond as the Florida License Sixteen Thousand and No One-Hundredth Dollars (U.S.) (\$66,01 Construction Co. to the HILLSBOROUGH COUNTY AVIATION AUTH 8225 17, SKYCENTER SITE DEVELOPMENT, ATRIUM AND PEDESTI AIRPORT.	16,000) on behalf of <u>Hensel Phelps</u> HORITY covering the PROJECT NUMBER
Said further certifies that	
them as agent and included in their regular accounts to the said S regular commission as agent for the execution of said Bond and the with anyone except to, who is a dulicensed under the laws of the State of Florida. SIGNED:	nat their commission will not be divided
Ву:	
Florida Licensed Insurance Agent (Signature)	
Type Name or Agent Below:	
Address of Agent:	
Telephone Number:	
FAX Number:	
Florida License Number:	
STATE OF	
COUNTY OF	
The foregoing instrument was acknowledged before me this	
2016, by who is personally know identification, and who c	
Signate END OF SECTION	ure of Notary

PART 1 - GENERAL CONDITIONS

1.01 INSURANCE COVERAGE AND LIMITS

- A. Contractor must maintain the following limits and coverages uninterrupted or amended through the term of this Contract. In the event the Contractor becomes in default of the following requirements, the Owner reserves the right to take whatever actions deemed necessary to protect its interests. Required liability and property insurance policies, other than Workers' Compensation/Employer's Liability and Professional Liability, will provide that the Hillsborough County Aviation Authority (HCAA), members of the HCAA governing body, and the HCAA officers, volunteers, and employees are included as additional insureds.
 - 1. Workers' Compensation/Employer's Liability:

The minimum limits of insurance (inclusive of any amounts provided by an umbrella or excess policy) will be:

Part One:	"Statutory"
Part Two:	
Each Accident	\$1,000,000
Disease - Policy Limit	\$1,000,000
Disease - Each Employee	\$1,000,000

2. Commercial General Liability:

The minimum limits of insurance (inclusive of any amounts provided by an umbrella or excess policy) covering the work performed pursuant to this Contract 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, Contractor under this Contract or the use or occupancy of Owner premises by, or on behalf of, Contractor in connection with this Contract. Completed operations coverage in the amount of \$25,000,000 will be maintained for a period of five (5) years from the date of termination of contract. Coverage shall be on a form no more restrictive than ISO form CG 00 01. Additional insurance coverage shall be provided on a form no more restrictive than ISO Form CG 20 10 10 01 and CG 20 37 10 01.

	Contract Specific
General Aggregate	\$100,000,000
Each Occurrence	\$50,000,000
Personal and Advertising Injury Each Occurrence	\$50,000,000
Products/Completed Operations Aggregate	\$50,000,000
XCU Risk coverage for explosion, collapse and	
underground liability	\$25,000,000

Contract Specific

3. Business Auto Liability:

Coverage will be provided for 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 Contract will be:

Each Occurrence - Bodily Injury and Property Damage Combined

\$10,000,000

4. Builders Risk Coverage:

Builders Risk Coverage will be maintained by the Contractor and evidenced on the certificate during the life of the project. The required limits for this coverage will be the Contract sum amount.

Limits of Coverage will be:

\$(bid amount)

(amount to be inserted after bid is opened)

5. Environmental Impairment (Pollution) Liability:

Such insurance will be maintained by the Contractor for liability resulting from pollution or other environmental impairment, without any asbestos abatement exclusion, which arises out of, or in connection with, work or occupancy of Owner property in the Contractor's performance under this Contract. The Contractor will provide and maintain environmental coverage from the inception of the Contract. If on an occurrence basis, the insurance must be maintained throughout the duration of the Contract. If on a claims-made basis, insurance must respond to claims reported within 5 years after termination of the Contract. Such insurance coverage in the amount of \$5,000,000 will be maintained for a period of five (5) years from the date of termination of contract.

Limits of Coverage will be:

Each Occurrence \$5,000,000 Annual Aggregate \$5,000,000

6. Professional Liability

Such insurance will be maintained throughout the duration of the Contract and for two years following substantial completion. Any deductible amount over \$50,000 must be approved in writing by the Owner. This policy shall be endorsed to include contractual liability. Coverage will include all work of the Contractor, including but not limited to, areas with possible environmental impact, without any exclusions,

unless approved in writing by the Owner. Coverage shall remain in force for a period of two years following substantial completion in the amount of \$5,000,000. The limits of coverage will not be less than:

Each Claim \$5,000,000 Annual Aggregate \$5,000,000

CONTRACTUAL INSURANCE TERMS AND CONDITIONS - STANDARD PROCEDURE \$250.06

This Section incorporates the Owner's Standard Procedure S250.66 and establishes the insurance terms and conditions associated with contractual insurance requirements. This Section is applicable to all Contractors with Authority contracts. Unless otherwise provided herein, any exceptions to the following conditions or changes to required coverages or coverage limits must have prior written approval from the Vice President of Facilities and Administration or designee.

INSURANCE COVERAGE:

A. Procurement of Coverage:

With respect to each of the required coverages, the Contractor will, at the Contractor's expense, procure, maintain and keep in force the amounts and types of insurance conforming to the minimum requirements set forth in the Contract. Coverages 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 a financial size category lower than VII may be approved on a case by case basis by Risk Management.

B. Term of Coverage:

Except as otherwise specified in the contract, the insurance will commence on or prior to the effective date of the Contract and will be maintained in force throughout the duration of the Contract. Completed operations coverage may be required to be maintained on specific commercial general liability policies effective on the date of substantial completion or the termination of the Contract, whichever is earlier. If a policy is written on a claims made form, the retroactive date must be shown and this date must be before the earlier of the date of the execution of the Contract or the beginning of contract work, and the coverage must respond to all claims reported within three years following the period for which coverage is required unless stated otherwise in the Contract.

C. Reduction of Aggregate Limits:

If the aggregate limit is exhausted, the Contractor will immediately take all possible steps to have it reinstated. The general liability policies shall include a per policy endorsement providing that the limits of such insurance specified in the Contract shall apply solely to the work under the Contract without erosion of such limits by other claims or occurrences.

1. Cancellation Notice

Each of the insurance policies will be specifically endorsed to require the insurer to provide the Owner with 30 days written notice (or 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

D. No waiver by approval/disapproval:

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

- E. Future Modifications Changes in Circumstances:
 - 1. Changes in Coverages and Required Limits of Insurance

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

If, in the opinion of the Owner, compliance with the insurance requirements is not commercially practicable for the Contractor, at the written request of the Contractor, the Owner may, at its sole discretion and subject to any conditions it deems appropriate, relax or temporarily suspend, in whole or in part, the insurance requirements which would otherwise apply to the Contractor. Any such modification will be subject to the prior written approval of the Vice President of Facilities and Administration or designee, and subject to the conditions of such approval.

- F. Proof of Insurance Insurance Certificate:
 - 1. Prior to Work, Use or Occupancy of Owner's Premises

The Contractor will not commence work, use or occupy Owner's premises in connection with the Contract until the required insurance is in force, preliminary evidence of insurance acceptable to the Owner has been provided to the Owner, and the Owner has granted permission to the Contractor to commence work, use or occupy the premises in connection with the Contract.

2. Proof of Insurance Coverage

As preliminary evidence of compliance with the insurance required by the Contract, the Contractor will furnish the Owner with a certificate(s) of insurance satisfactory to the Owner. This certificate must be signed by an authorized representative of the insurer. If requested by the Owner, the Contractor will, within 15 days after receipt of written request from the Owner, provide the Owner, or make available for review, certificates of insurance, copies of required endorsements and/or a certified complete copy of the policies of insurance. The Contractor may redact those portions of the insurance policies that are not relevant to the coverage required by the Contract. The Contractor will provide the Owner with renewal or replacement evidence of insurance, acceptable to the Owner, prior to expiration or termination of such insurance.

The insurance certificate must:

- a. Indicate that, to the extent required by the Contract:
 - the Owner, members of the Owner's governing body, and the Owner's officers, volunteers and employees are included as Additional Insureds on all policies other than workers compensation and professional liability, and
 - ii. the insurers for all policies have waived their subrogation rights against the Owner;
- b. Indicate that the certificate has been issued in connection with the Contract;
- c. Indicate the amount of any deductible or self-insured retention applicable to all coverages;
- d. Identify the name and address of the certificate holder as:

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

e. 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 as modified. Facsimile signatures are acceptable.

G. Deductibles / Self Insurance:

 All property and builders risk deductibles, as well as all self-insured retentions or any schemes other than a fully insured program, must be approved by the Vice President of Facilities and Administration or designee. The Contractor agrees to provide all documentation necessary for the Owner to review the deductible or alternative program.

- 2. The Contractor will pay on behalf of the Owner, or any member of the Owner's governing body or any officer or employee of the Owner, any deductible or self-insured retention (SIR) which, with respect to the required insurance, is applicable to any claim by or against the Owner, or any member of the Owner's governing body, or any officer or employee of the Owner.
- 3. The Agreement by the Owner to allow the use of a deductible or self-insurance program will be subject to periodic review by the Risk Manager. If, at any time, the Owner deems that the continued use of a deductible or self-insurance program by the Contractor should not be permitted, the Owner may, upon 60 days written notice to the Contractor, require the Contractor to replace or modify the deductible or self-insurance in a manner satisfactory to the Owner.
- 4. Any deductible amount or SIR program will be included and clearly described on the certificate prior to any approval by the Owner. This is to include fully insured programs as to a zero deductible per the policy. Owner reserves the right to deny any certificate not in compliance with this requirement.

H. Contractor's Insurance Primary:

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

I. Applicable Law:

With respect to any contract entered into by the Owner with a value exceeding \$10,000,000, if any required policy is: (i) issued to a policyholder outside of Florida or (ii) contains a "choice of law" or similar provision stating that the law of any state other than Florida shall govern disputes concerning the policy, then such policy must be endorsed so that Florida law (including but not limited to Part II of Chapter 627 of the Florida Statutes) will govern any and all disputes concerning the policy in connection with claims arising out of work performed pursuant to the Contract.

J. Waiver of Subrogation:

The Contractor, for itself and on behalf of its insurers, to the fullest extent permitted by law without voiding the insurance required by the Contract, waives all rights against the Owner, members of the Owner's governing body and the Owner's officers, volunteers and employees, for damages or loss to the extent covered and paid for by any insurance maintained by the Contractor.

- K. Contractor's Failure to Comply with Insurance Requirements:
 - 1. Owner's Right to Procure Replacement Insurance

If, after the inception of the Contract, the Contractor fails to fully comply with the insurance requirements of the Contract, in addition to and not in lieu of any other remedy available to the Owner provided by the Contractor, insurance which provides, in whole or in part, the required insurance coverage.

2. Replacement Coverage at Sole Expense of Contractor

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

a. Contractor to Remain Fully Liable

Except to the extent any insurance procured by the Owner actually provides the insurance coverage required by the Contract, the Contractor will remain fully liable for full compliance with the insurance requirements in the Contract.

b. Owner's Right to Terminate, Modify, or Not Procure

Any insurance procured by the Owner is solely for the Owner's benefit and is not intended to replace or supplement any insurance coverage which otherwise would have been maintained by the Contractor. 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 Owner.

END OF SECTION

PART 1 - GENERAL CONDITIONS

1.01 BASIC DEFINITIONS

A. THE CONTRACT DOCUMENTS

The Contract Documents consist of:

- The Project Manual containing the Bidding Documents, Bonds, Affidavits, Compliance Forms, Statements, Insurance Requirements and Documents, the Contract between Owner and Contractor (herein referred to as the Contract), Conditions of the Contract (General Conditions), General Requirements and other Requirements, Reports, and Specifications.
- 2. The Drawings are the graphic and pictorial portions of the Contract Documents, wherever located and whenever issued, to the extent approved by Owner, showing the design, location and dimensions of the Work, and generally include plans, elevations, sections, details, models, electronic data, Building Information Modeling (BIM) schedules and diagrams.
- 3. All Addenda issued prior to, and all Modifications issued after, execution of the Contract.
- 4. A Modification is a written amendment to the Contract signed by both parties, or a Change Order, work order or written order for a minor change in the Work issued by the Owner

B. THE CONTRACT

- 1. The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The parties will not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein.
- 2. No changes, amendments or modifications of any of the terms or conditions of the Contract will be valid unless reduced to writing and signed by both parties. The Contract may be amended or modified only by a Modification. Except as provided in Paragraph 3.18, nothing contained in the Contract Documents will be construed to create any contractual relationship (1) between the Design Professional and the Contractor, (2) between the Owner or the Design Professional and a Subcontractor or Sub-Subcontractor, (3) between the Owner and the Design Professional, or (4) between any persons or entities other than the Owner and the Contractor. The Contract will be construed in accordance with the laws of the State of Florida. In any action initiated by one party against the other, venue will lie in Hillsborough County, Florida. The Design Professional will, however, be entitled to performance and enforcement or obligations under the Contract intended to facilitate performance of the Design Professional's duties.

- a. The Contractor will not assign, transfer, convey or otherwise dispose of the Contract or its right, title or interest in it without previous consent of the Owner which consent will not be unreasonably withheld. Owner's consent to any assignment will not relieve the Contractor of any of its agreements, responsibilities, or obligations under this Contract, and the Contractor will be and remain as fully responsible and liable for the defaults, acts, and omissions of Contractor's assignees and Subcontractors arising in connection with the performance of this Contract.
- b. Subject to the limitations upon assignment and transfer herein contained, this Contract will be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.
- c. The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

C. THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner or by separate contractors.

D. THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents, wherever located and whenever issued, showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

E. THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the Work, and performance of related services.

F. THE PROJECT MANUAL

The Project Manual is the volume(s) usually assembled for the Work which may include the bidding requirements, sample forms, Conditions of the Contract and Specifications.

1.02 EXECUTION, CORRELATION AND INTENT

- A. The Contract Documents must be signed in not less than duplicate by the Owner and Contractor as provided in the Contract Documents.
- B. Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

- C. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary and what is required by one will be as binding as if required by all. Performance by the Contractor will be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results.
- D. Organization of the Specifications into divisions, sections and Parts, and arrangement of Drawings, will not control the Contractor in dividing the Work among subcontractors or in establishing the extent of Work to be performed by any trade.
 - The Contractor and all Subcontractors will refer to all of the Drawings, including those showing primarily the Work of the mechanical, electrical and other specialized trades, and to all of the Sections of the Specifications, and will perform all Work reasonably inferable therefrom as being necessary to produce the indicated results.
- E. Unless otherwise stated in the Contract Documents, words which have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.
- F. If Work is required by the Drawings and Specifications in a manner which makes it impossible to produce first class Work, or should discrepancies appear among the Contract Documents, the Contractor will request an interpretation before proceeding with the Work. If the Contractor fails to make such a request, no excuse will thereafter be entertained for failure to carry out the Work in a satisfactory manner. Should conflict occur in or between the Drawings and Specifications, the Contractor is deemed to have estimated the more expensive way of doing the Work unless Contractor will have asked for and obtained a written decision before submission of Contractor's Bid as to which method or materials will be required.
- G. All Work mentioned or indicated in the Contract Documents will be performed by the Contractor as part of this Contract unless it is specifically indicated in the Contract Documents that such construction is not in the Contract. In the event of any conflict(s) among the Contract Documents, the precedence in resolving such conflict(s) will be as follows:
 - 1. General Requirements will govern over General Conditions.
 - 2. General Conditions will govern over Technical Specifications.
 - 3. Technical Specifications will govern over Drawings.
 - 4. Schedules will govern over Drawings.
 - 5. Large-scale Drawings will govern over smaller scale Drawings.
 - 6. Greater quantities will govern over lesser.
 - 7. Higher quality, as adjudged by the Owner, will govern over lesser.

(The above precedence are in numerical order and they will be construed to mean the order of precedence.)

- H. All indications or notations which apply to one of a number of similar situations, materials or processes will be deemed to apply to all such situations, materials or processes wherever they appear in the Work, except where a contrary result is clearly indicated by the Contract Documents.
- Where codes, standards, requirements and publications of public and private bodies are referred to in the Specifications, references will be understood to be the latest edition, including all amendments thereto, in effect on the date of receiving bids, except where otherwise indicated.
- J. Where no explicit quality or standards for materials or workmanship are established for Work, such Work is to be of good quality for the intended use and consistent with the quality of the surrounding Work and of the construction of the Project generally.
- K. All manufactured articles, materials, and equipment will be applied, installed, connected, erected, started up, tested, cleaned, and conditioned in accordance with the manufacturer's written or printed directions and instructions unless otherwise indicated in the Contract Documents.
- L. The Mechanical, Electrical and Fire Protection Drawings are diagrammatic only and are not intended to show the alignment, exact physical locations or configurations of such Work. Such Work will be installed, without additional cost to the Owner, to clear all obstructions, permit proper clearances for the Work of other trades, and present an orderly appearance where exposed. Prior to beginning such Work, the Contractor will prepare coordination drawings and complete detailed layout drawings showing the exact alignment, physical location and configuration of the mechanical, electrical and fire protection installations and demonstrating to the Owner's satisfaction that the installations will comply with the preceding sentence. Coordination drawings and complete detailed layout drawings will be submitted to the for Owner's review prior to the commencement of the Work.
- M. Exact locations of fixtures and outlets will be obtained from the Owner as provided in Subparagraph 3.02 E. before the Work is roughed in. Work installed without such information from the Owner will be relocated at the Contractor's expense.
- N. Test boring or soil test information included with the Contract Documents or otherwise made available to the Contractor was obtained by the Owner in the design of the Project or Work. The Owner does not warrant such information to the Contractor as an accurate (an exact) indication but is an approximate indication of subsurface conditions, and no claim for extra cost or extension of time resulting from reliance by the Contractor on such information will be allowed.
- O. Where the Work is to fit with existing conditions or construction not included in this Contract, the Contractor will fully and completely join the Work with such conditions or construction, unless otherwise specified.
- 1.03 OWNERSHIP AND USE OF DESIGN PROFESSIONAL'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

All Drawings, Specifications and other documents furnished by the Design Professional or Owner are and will remain the property of the Owner. The Drawings, Specifications and other documents prepared by the Design Professional or Owner are instruments of the Design Professional's or Owner's service through which the work to be executed by the Contractor is described. The Contractor may retain one

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contract record set. Neither the Contractor nor any Subcontractor, Sub-Subcontractor or material or equipment supplier will own or claim a copyright in the Drawings, Specifications and other documents prepared by the Design Professional or Owner, and unless otherwise indicated, the Design Professional or Owner will be deemed the author of them and will retain all common law, statutory, copyright and other reserved rights. All copies of them, except the Contractor's record set, will be returned or suitably accounted for to the Design Professional or Owner, on request, upon completion of the Work. The Drawings, Specifications and other documents prepared by the Design Professional or Owner, and copies thereof furnished to the Contractor, are for use solely with respect to this Project. They are not to be used by the Contractor or any Subcontractor, Sub-Subcontractor or material or equipment supplier on other projects or for additions to this Project outside the scope of the work without the specific written consent of the Owner. The Contractor, Subcontractors, Sub-Subcontractors and material or equipment suppliers are granted a limited license to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Design Professional or owner appropriate to and for use in the execution of their work under the Contract Documents. All copies made under this license will bear the statutory copyright notice, if any, shown on the Drawings, Specifications and other documents prepared by the Design Professional or Owner. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Design Professional's or Owner's copyright or other reserved rights.

1.04 CAPITALIZATION

Terms capitalized in these general conditions include those which are (1) specifically defined, (2) the titles of numbered Parts and identified references to paragraphs, subparagraphs and clauses in the document or (3) the titles of other documents published.

1.05 INTERPRETATION

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

PART 2 - OWNER

2.01 DEFINITION

The Owner is the Hillsborough County Aviation Authority (Authority) and is referred to throughout the Contract Documents as if singular in number. The term "Owner" means Authority or the Owner's authorized representative.

2.02 INFORMATION AND SERVICES REQUIRED OF THE OWNER

- A. The Owner will make available Record Documents and Drawings pertaining to the existing buildings and/or facilities relative to this Project. The Owner does not warrant the accuracy and completeness of such Record Documents and Drawings and they are not a part of the Contract Documents.
- B. Information or services required of the Owner will be furnished by the Owner with reasonable promptness after receipt from the Contractor of a written request for such information or services.

- C. The Contractor will be furnished free of charge, one copy of the Drawings and conformed Project Manuals. Additional sets can be made from the CD provided with the conformed set.
- D. The foregoing are in addition to other duties and responsibilities of the Owner enumerated in Section 00700 –GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION.

2.03 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents as required by Paragraph 11.02 or persistently fails to carry out Work in accordance with the Contract Documents, the Owner, the Design Professional, or other authorized representatives, by written order signed personally, may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work will not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Subparagraph 6.01 C.

2.04 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written Notice from the Owner to begin and prosecute correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate change order will be issued deducting from payments then or thereafter due the Contractor the cost of correcting such deficiencies, including compensation for the Design Professional's or Owner's additional services and expenses made necessary by such default, neglect or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor will pay the difference to the Owner.

2.05 PERSONAL LIABILITY OF PUBLIC OFFICIALS

In carrying out any of the Contract provisions or in exercising any power or authority granted to it by this Contract, there will be no liability upon the Design Professional or Owner, its authorized representatives, or any officials of the Owner either personally or as an official of the Owner. It is understood that in such matters they act solely as agents and representatives of the Owner. Contractor agrees to waive any personal claims it may have against Design Professional, its authorized representative or any officials of the Owner including its Board members, officers, employees, agents and volunteers.

2.06 OWNER DIRECT PURCHASES

The Owner reserves the right, at the Owner's option, to direct purchase materials, equipment, supplies and furnishings involved in the Project, so as to save sales tax which would otherwise have been due with regard to the purchase of the materials, equipment, supplies and furnishings. Pursuant to Section 212.08 Fla. Stat. and Rules 12A-1.094 and 12A-1.038 Fla. Admin. Code, the Owner and Contractor agree to the following procedure regarding the Owner's direct purchase from suppliers, vendors and materialmen of certain material, equipment, supplies and furnishings to be used in the Project:

A. The Contractor shall provide the Owner a list of all materials, equipment, supplies and furnishings required for the project and the proposed suppliers, vendors and materialmen for those materials, equipment, supplies and furnishings as well as the date upon which those materials, equipment, supplies and furnishings are required to be delivered to the site, a description of the materials, estimated quantities and prices.

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- This list shall be submitted at the same time as the preliminary schedule of values and the Project schedule.
- B. The Owner shall determine the materials, equipment, supplies and furnishings it will direct purchase and provide that information to the Contractor no later than 60 days after award of the Contract.
- C. In order to not delay the project, the Contractor shall submit to the Owner no later than ten calendar days prior to the date that the purchase order must be issued for timely delivery of the materials, equipment, supplies and/or furnishings a Purchase Order Requisition Form indicating the proposed supplier, vendor or materialman for the materials, equipment, supplies and furnishings, the description of the materials, equipment, supplies and furnishings and the price, quantity, delivery terms, delivery location, warranties and guarantees. Prior to the delivery of the Purchase Order Requisition Form, the Contractor must enter into a contractual relationship with the supplier, vendor or materialman that includes the materials, equipment, supplies and furnishings to be direct purchased and incorporates these terms. All purchase orders made by the Owner that direct purchase materials, equipment supplies or furnishings shall be subject to the Owner's standard PO terms and conditions which are made a part hereof.
- D. The Contractor, prior to initiating the Purchase Order Requisition Form, will prepare and submit to the Owner a deductive change order request to the Contract. It is agreed that the Owner's purchase order will not be processed until the deductive change to the prime contract has been completed. No later than 10 calendar days after receipt of the Purchase Order Requisition Form, Owner shall prepare its Purchase Order for materials, equipment, supplies and furnishings specified by the Contractor which the Owner chooses to purchase directly. The Owner will deliver the Purchase Order to the Contractor and promptly upon receipt of each Purchase Order, Contractor shall verify the terms and conditions of the Purchase Order prior to Owner's issuance to supplier and in a manner to assure proper and timely delivery of items. After such verification by the Contractor, the Owner shall issue the Purchase Order to the supplier, vendor or materialman. The Purchase Order shall require that the supplier, vendor or materialman provide the required shipping and handling insurance and retain ownership until received in an acceptable condition by the Contractor. The Purchase Order shall also require that the supplier, vendor or materialman invoice the Owner directly for the purchase price of the Owner Direct Purchased materials, equipment, supplies and furnishings. The Purchase Order shall also require the delivery of the Owner Direct Purchased materials, equipment, supplies and furnishings on the delivery date provided by the Contractor in the Purchase Order Requisition Form and shall indicate F.O.B. jobsite. The Owner's Purchase Orders shall contain or be accompanied by the Owner's exemption certificate and must include the Owner's name, address, and exemption number with issue and expiration date shown. The Owner shall issue each supplier, vendor or materialman a Certificate of Entitlement on the Certificate of Entitlement Form attached hereto with each Purchase Order.
- E. Contractor shall be fully responsible for all matters relating to the receipt of materials, equipment, supplies and furnishings in accordance with these Procedures, including, but not limited to, verifying correct quantities, verifying documentation of orders in a timely manner, coordinating purchases, providing and obtaining all warranties and guarantees

in favor of and for the benefit of the Owner required by the Contract Documents, inspection and acceptance of the goods at the time of delivery and insuring that all materials, equipment, supplies and furnishings meet the contract requirements and specifications. At the time of, and subsequent to, the delivery of such materials, equipment, supplies and furnishings, the Owner shall be liable for all loss or damage to materials, equipment, supplies and furnishings purchased pursuant to the Purchase Order. To the maximum extent permitted by law and in addition to the Contractor's obligations to provide insurance and defend the Owner, the Contractor agrees to indemnify and hold harmless the Owner, and its Board Members, officers, employees, servants, volunteers, and agents, from any and all claims of whatever nature resulting from non-payment of goods to suppliers, vendors and materialmen arising from the actions or directions of Contractor. In addition to the duty to indemnify and hold harmless, the Contractor agrees to defend the Owner, and its Board Members, officers, employees, servants, volunteers and agents from any and all claims of whatever nature resulting from non-payment of goods to suppliers, vendors and materialmen resulting from the actions or directions of the Contractor. Notwithstanding the foregoing, the Owner shall be responsible for payment of the invoices issued by the supplier, vendor or materialman pursuant to the procedures outlined herein and will rely on the Contractor's proper acceptance of the delivered materials, equipment, supplies and furnishings.

- F. Upon receipt of the materials, equipment, supplies and furnishings, the Contractor shall verify in writing to the Owner that the materials, equipment, supplies and furnishings were received and agree to approve the invoice for payment. The invoice shall be thereupon furnished to the Owner for processing and payment in the manner as all other Owner invoices are processed. The Owner and Contractor shall agree to a deductive change order for the amount of the materials plus the amount of the sales tax saved through the direct purchase. These deductive change orders may be combined and issued monthly for the convenience of the Owner at the Owner's discretion.
- G. The Contractor shall be responsible for obtaining and managing all warranties and guarantees in favor of and for the benefit of the Owner for all materials, equipment, supplies and furnishings as required by the Contract. All repairs, maintenance or damage repair calls shall be forwarded to the Contractor for resolution with the appropriate supplier, vendor or materialman pursuant to the terms of the warranty provisions contained elsewhere in the Agreement.
- H. The transfer of possession of Owner Direct Purchased materials, equipment, supplies and furnishings from the Owner to the Contractor shall constitute a bailment for mutual benefit of the Owner and the Contractor. The Owner shall be considered the bailor and the Contractor the bailee of the Owner Direct Purchased materials, equipment, supplies and furnishings. Owner Direct Purchased materials, equipment, supplies and furnishings shall be considered returned to the Owner for purposes of its bailment at such time as they are incorporated into the Project or consumed in the process of completing the Project. Bailee shall have the duty to safeguard, store and protect all Owner Direct Purchased materials, equipment, supplies and furnishings.
- I. The Contractor shall maintain insurance in favor of and for the benefit of the Owner pursuant to the Contract requirements which shall be sufficient to protect against any loss of or damage to Owner Direct Purchased materials, equipment, supplies and

furnishings. Such insurance shall cover the full value of any Owner Direct Purchased materials, equipment, supplies and furnishings not yet incorporated into the Project from the time the Owner first takes title which shall be at the time of delivery and acceptance of the materials, equipment, supplies and furnishings by the Contractor as provided in above.

- J. In order to arrange for the prompt payment to the supplier, vendor or materialman, the Contractor shall provide to the Owner, a list indicating the acceptance of the materials, equipment, supplies and furnishings in accordance with the established monthly Payment Request Schedule. The list shall include a copy of the applicable Purchase Order, invoices, delivery tickets, written acceptance of the delivered items, and such other documentation as may be reasonably required by the Owner. Upon receipt and verification of the appropriate documentation, the Owner shall prepare a payment to the supplier, vendor or materialman based upon the receipt of data provided. This payment will be released, delivered and remitted directly to the supplier, vendor or materialman by the Owner. The Contractor agrees to assist the Owner to immediately obtain partial or final release of lien waivers or bond waivers as appropriate.
- K. From the time of delivery and acceptance, the Owner shall have and retain title to any and all Owner Direct Purchased materials, equipment, supplies and furnishings.

L. Risk of Loss

- 1. Notwithstanding any provision in this Agreement to the contrary, except with respect to tangible personal property purchased by the Owner for the purpose of receiving a tax exemption under Section 212.08(6), Fla. Stat., if any, the risk of loss shall remain with the Contractor until Final Completion.
- 2. The Owner shall retain the risk of loss of and damage to Owner furnished materials, equipment, supplies and furnishings for the purpose of receiving a tax exemption under Section 212.08(6), Fla. Stat., which meets the criteria in Rule 12A 1.094(4)(b)(1-4), Fla. Admin. Code, to determine if the Owner is the purchaser for the purposes of the tax exemption under Section 212.08(6), Fla. Stat.
- 3. The Owner shall be solely entitled to the proceeds paid and attributable to damage or loss to Owner furnished materials, equipment, supplies and furnishings under the Property/Builders Risk policies.
- M. The Contractor shall provide a final summary of the materials, equipment, supplies and furnishings purchased directly by the Owner and the sales tax savings recognized by the Owner at the close out of the Project.

PART 3 - CONTRACTOR

3.01 DEFINITION

The Contractor is the person or entity identified as such in the Contract and is referred to throughout the Contract Documents as if singular in number. The term "Contractor" means the Contractor or the Contractor's authorized representative.

3.02 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

- A. Prior to starting the Work, and at frequent intervals during the process thereof, the Contractor will carefully study and compare the Contract Documents with each other and with the information furnished by the Owner pursuant to Paragraph 2.02 B and will at once report to the Owner, any error, inconsistency or omission the Contractor may discover. Any necessary change will be ordered as provided in Part 7, CHANGES IN THE WORK, subject to the requirements of Paragraph 1.02 and other provisions of the Contract Documents.
 - 1. If the Contractor proceeds with the Work without such notice to the Owner, having discovered such errors, inconsistencies or omissions, or if by reasonable study of the Contract Documents, the Contractor could have discovered such, the Contractor will bear all costs arising therefrom.
- B. The Contractor will take field measurements and verify field conditions and will carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing activities. Errors, inconsistencies or omissions discovered will be reported to the Owner at once.
- C. The Contractor will perform the work in accordance with the Contract Documents and submittals approved pursuant to Paragraph 3.12.
- D. The Contractor will give the Owner timely notice of all additional Drawings, Specifications, or instructions required to define the Work in greater detail, or to permit the progress of the Work.
- E. The Contractor will not proceed with any Work not clearly and consistently defined in detail in the Contract Documents, but will request additional Drawings or instructions from the Owner as provided in Subparagraph 3.02 D. If the Contractor proceeds with such Work without obtaining further Drawings, Specifications or instructions, the Contractor will correct Work incorrectly done at the Contractor's own expense.

3.03 SUPERVISION AND CONSTRUCTION PROCEDURES

- A. The Contractor will supervise and direct the Work, using the Contractor's best skill and attention. The Contractor will be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract.
- B. The Contractor will be responsible to the Owner for the acts and omissions of all entities or persons performing or supplying the Work under the Contract.
- C. The Contractor will not be relieved of obligations for performing the Work in accordance with the Contract Documents either by activities or duties of the Owner in the administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the Contractor.
- D. The Contractor will be responsible for inspection of portions of Work already performed under the Contract to determine that such portions are in proper condition to receive subsequent work.

E. All Work by the Contractor will be performed in a workmanlike manner, satisfactory to the Owner. The Contractor will provide adequate supervision and inspections to assure competent performance of the Work.

3.04 LABOR AND MATERIALS

- A. Unless otherwise provided in the Contract Documents, the Contractor will provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. The word "provide" will mean furnish and install complete, including connections, unless otherwise specified.
- B. The Contractor will enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor will not permit employment of unfit persons or persons not skilled in tasks assigned to them.

3.05 WARRANTY

- A. The warranty provided in this Paragraph 3.05 will be in addition to and not in limitation of any other warranty provided by the Contract Documents or otherwise prescribed by Law.
- B. All defective Work or Work found not to be in compliance with the requirements of the Contract, or applicable law, building codes, rules or regulations, appearing within one year of the date of Substantial Completion of the whole Work will be promptly corrected by the Contractor at the Contractor's own cost.
- C. The Contractor warrants that the materials and equipment furnished under the Contract will be new and of recent manufacture unless otherwise specified, and that all work will be of good quality, free from faults and defects, and in conformance with the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.
- D. The Contractor will be responsible for determining that all materials furnished for the Work meet all requirements of the Contract Documents. The Owner may require the Contractor to produce reasonable evidence that a material meets such requirements, such as certified reports of past tests by qualified testing laboratories, report of studies by qualified experts, or other evidence which in the opinion of the Owner would lead to a reasonable certainty that any material used, or proposed to be used, in the Work meets the requirements of the Contract Documents.
 - All such data will be furnished at the Contractor's expense. This provision will
 not require the Contractor to pay for periodic testing of different batches of the
 same material, unless such testing is specifically required by the Contract
 Documents to be performed at the Contractor's expense.
- E. In all cases in which a manufacturer's name, trade name or other proprietary designation is used in connection with materials or articles to be furnished under this Contract, whether or not the phrase "or equal" is used after such name, the Contractor will furnish the product of the named manufacturer(s) without substitution, unless a written request for a substitution has been submitted by the Contractor and approved

- by the Design Professional as provided in Subparagraph 3.05 D. Refer to Section 01605 PRODUCTS AND SUBSTITUTIONS for additional requirements.
- F. If the Contractor proposes to use a material which, while suitable for the intended use, deviates in any way from the detailed requirements of the Contract Documents, the Contractor will inform the Owner in writing of the nature of such deviation at the time the material is submitted for approval and will request written approval of the deviation from the requirements of the Contract Documents.
- G. In requesting approval of deviations or substitutions, the Contractor will provide, upon request, evidence leading to a reasonable certainty that the proposed substitution or deviation will provide a quality or result at least equal to that otherwise attainable. If, in the opinion of the Owner, the evidence presented by the Contractor does not provide a sufficient basis for such reasonable certainty, the Owner may eject such substitution or deviation without further investigation.
- H. The Contract Documents are intended to produce a structure of consistent character and quality of design. All components of the structure including visible items of mechanical and electrical equipment have been selected to have a coordinated design in relation to the overall appearance and function of the Project. The Design Professional or Owner will judge the design and appearance of proposed substitutes on the basis of their suitability in relation to the overall design of the Project, as well as for their intrinsic merits. The Design Professional or Owner will not approve as equal to the materials specified, proposed substitutes which, in the Design Professional's or Owner's opinion, would be out of character, obtrusive, or otherwise inconsistent with the character or quality of design of the Project. In order to permit coordinated design of color and finishes, the Contractor will, if required by the Design Professional or Owner, furnish the substituted material in any color, finish, texture, or pattern which would have been available from the manufacturer originally specified, at no additional cost to the Owner.
- I. Any additional cost, or any loss or damage arising from the substitution of any material or any method from those originally specified, will be borne by the Contractor, notwithstanding approval or acceptance of such substitution by the Owner or the Design Professional, unless such substitution was made at the written request or direction of the Owner or the Design Professional.
- J. The Contractor will procure and deliver to the Owner, prior to Final Payment, all special warranties required by the Contract Documents. Delivery by the Contractor will constitute the Contractor's guarantee to the Owner that the warranty will be performed in accordance with its terms and conditions. Refer to Sections 01700 PROJECT CLOSEOUT and 01740 WARRANTIES for additional requirements.
- K. The warranties set out herein are not in lieu of any other warranties, express or implied, including any implied warranty of merchantability or fitness for a particular purpose. The warranties set out herein are not in lieu of any other contractual, legal or equitable remedies available to the Owner. If the Contractor fails to correct any defective Work or Work found not to be in compliance with the requirements of the Contract Documents, or applicable laws, building codes, rules or regulations, within a reasonable time after receipt of written notice from the Owner, the Owner may correct it in accordance with Owner's right to carry out the Work. If such case occurs prior to final payment, an appropriate Change Order shall be issued deducting the cost of correcting such

deficiencies from payments then or thereafter due to the Contractor. If payments then or thereafter due Contractor are not sufficient, the Contractor shall pay the difference to the Owner. All claims, costs, losses, and damages arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work by others) will be paid by Contractor.

- L. If the Contractor's correction or removal of defective Work causes damage to or destroys other completed or partially completed construction, the Contractor shall be responsible for the cost of correcting the destroyed or damaged construction.
- M. Nothing contained in Article 3.05 shall be construed to establish a period of limitations with respect to other obligations the Contractor has under this Contract. Establishment of the one-year period for correction of Work as described in this Article relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than to specifically correct the Work.
- N. If after the one year correction period, but before the applicable limitations period, the Owner discovers any defective Work or Work found not to be in compliance with the requirements of the Contract Documents, or applicable laws, building codes, rules or regulations, the Owner shall, unless the defective Work or Work found not to be in compliance with the requirements of the Contract Documents, or applicable laws, building codes, rules or regulations requires emergency correction, notify the Contractor. If the Contractor elects to correct the Work, it shall provide written notice of such intent within fourteen (14) days of its receipt of notice from the Owner. The Contractor shall complete the correction of Work within a mutually agreed time frame. If the Contractor does not elect to correct the Work, the Owner may correct the Work by itself or others and charge the Contractor for the reasonable costs of the correction. Owner shall provide Contractor an accounting of such correction costs incurred.
- O. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of the Work that is not in accordance with the Contract Documents or release the Contractor's obligation to perform the Work in accordance with the Contract Documents: (1) observations by the Owner or the Owner's agents; (2) recommendations for payment made to the Owner or payment by the Owner (whether progress or final); (3) issuance of Certificates of Substantial or Final Completion; (4) use or occupancy of the Work or any part thereof by the Owner; (5) any review and approval of a Shop Drawing or sample submittal; (6) any inspection, test or approval by others; or (7) any correction of defective Work by the Owner.

3.06 TAXES

- A. The Contractor will pay sales, consumer, use and similar taxes for the Work or portions thereof provided by the Contractor which are legally enacted when Bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.
- B. Pursuant to Sales and Use Tax Law, Chapter 212, Florida Statutes, the Hillsborough County Aviation Authority is exempt from the payment of sales tax. The Hillsborough County Aviation Authority Certificate Number is 85-8013883484C-4. Unless otherwise

indicated in the Contract Documents, all goods and services performed by Subcontractor (Sub-Subcontractors) or by suppliers are not exempt from State Sales Tax. All work performed by subcontractors for the Contractor and all supplies provided to the Subcontractor or Contractor are not exempt from State Sales Tax. All questions regarding the State of Florida Sales and Use Tax Law should be referred to the State of Florida Department of Revenue, Tallahassee, Florida.

3.07 PERMITS, FEES AND NOTICES

A. The Contractor will secure and pay for all necessary and required permits and licenses including, but not limited to, batch plant permit(s), building permit(s), and all other permits, as well as all other fees, charges, taxes, licenses and inspections necessary for proper execution of the Contract and which are legally required when Bids are received. The Contractor will secure and pay for all Certificates of Inspection and of Occupancy that may be required by authorities having jurisdiction over Work. No extension of time for completion will be granted. All appropriate sites, building and electrical permits, etc. shall be obtained and paid for by the Contractor. In addition, jurisdiction over this Work, and all required Certificates of Inspection and Occupancy, will be obtained from the appropriate jurisdiction as listed below:

Tampa International Airport (TPA) Hillsborough County Board of County

Commissioners (BOCC) and/or City of

Tampa

Peter O. Knight Airport (POK) City of Tampa

Plant City Airport (PCA) City of Plant City

Tampa Executive Airport (TEA) BOCC

- B. The Contractor will fully comply with all applicable federal, state, county, municipal or other governmental laws, executive orders, wage, hour and labor, equal employment opportunity, disadvantaged business enterprises, pollution control, and environmental regulations, applicable national and local codes, Owner Rules and Regulations, and the Contractor will obtain all necessary permits, pay all required fees and taxes, and otherwise perform these services in a legal manner. To the maximum extent permitted by law, the Contractor will indemnify and hold Owner harmless from any fees, damages, fines or costs of any kind arising out of Contractor's failure to comply with such governmental regulations. This obligation to indemnify and hold harmless will be construed separately and independently. It is the parties mutual intent that if this change is found to be in conflict of the law, the clause will be considered modified by such law to the extent necessary to remedy the conflict. The Contractor will give all notices necessary and incidental to the due and lawful prosecution of the Work so as not to delay the completion of the Work.
- C. If the Contractor observes that portions of the Contract Documents are at variance with applicable laws, statutes, ordinances, building codes, and rules and regulations, the Contractor will promptly notify the Owner in writing, and necessary changes will be accomplished by appropriate Modification.
- D. If the Contractor performs Work that it knew or should have known to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice

- to the Owner and Design Professional, the Contractor will assume full responsibility for such Work and will bear the attributable costs.
- E. The Contractor will keep fully informed of all Federal and State Laws, all local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the Work, or which in any way affect the conduct of the Work. To the maximum extent permitted by law, the Contractor will at all times observe and comply with all such laws, ordinances, regulations, orders and decrees.

3.08 ALLOWANCES

- A. The Contractor will include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances will be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor will not be required to employ persons or entities against which the Contractor makes reasonable objection.
- B. Unless otherwise provided in the Contract Documents:
 - 1. Allowances will cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
 - Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts will be included in the allowances;
 - 3. Whenever costs are more than or less than allowances, the Contract Sum will be adjusted accordingly by Change Order. The amount of the Change Order will reflect (1) the difference between actual costs and the allowances under Subparagraph 3.08 B.1. and (2) changes in Contractor's costs under Subparagraph 3.08 B.2.

3.09 CONTRACTOR'S MANAGEMENT TEAM

- A. The Contractor will employ a competent, full-time Project Management Team (Team) reasonably acceptable to the Owner and the Design Professional, consisting of at least one Field Supervisor and necessary representatives who will be in attendance at the Project site full time during the progress of the Work until the date of Substantial Completion of the whole Work, or for such additional time thereafter as the Owner may determine to be necessary for the expeditious completion of the Work.
 - 1. The names and qualifications of this Team for this Work will be submitted as part of the Bidder's Qualification Form. They will have a minimum of five years of experience on similar projects of equal difficulty.
 - The Owner will not recognize any subcontractor on the Work. The Contractor
 will at all times when Work is in progress be represented either in person by a
 qualified superintendent, or by other designated, qualified representative who
 is duly authorized to receive and execute orders of the Owner or the Design
 Professional.
 - 3. The Team will each have full authority to act on the Contractor's behalf. It is agreed and understood that, if requested in writing by the Owner or the Design Professional, the Contractor will replace any member of the Team with another

individual meeting the required qualifications within three days of the receipt of the request if the Team member is found to be unsatisfactory to the Owner or the Design Professional for whatever reason. The Team will represent the Contractor and communications given to the Team will be as binding as if given to the Contractor. Important communications will be similarly confirmed on written request for each case. Should the Owner or the Design Professional find any person(s) employed on the Project to be incompetent, unfit, or otherwise objectionable for its duties, the Contractor will immediately cause the employee to be dismissed and said employee will not be re-employed on this Project without written consent of the Owner or the Design Professional.

3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

- A. The Contractor will be responsible for the planning, scheduling and coordination of all Work performed under the Contract Documents and the entire Project as a whole so that materials will arrive on schedule and Work will proceed without delay.
- B. The Contractor will submit preliminary and baseline construction schedules for Owner's review and approval in accordance with requirements specified under General Requirements Section 01315 SCHEDULES, PHASING. These schedules will not exceed time limits set forth in the Contract Documents, will be revised at appropriate intervals as required by the conditions of the Work and Project (but not less frequently than monthly), will be related to the entire Project to the extent required by the Contract Documents and will provide for expeditious and practicable execution of the Work. These schedules and any subsequent changes thereto will be incorporated into the Contract Documents by reference.
- C. The Contractor will prepare and keep current, for the Owner's approval, a schedule of submittals which is coordinated with the Contractor's construction schedule and allows the Owner reasonable time to review submittals.
- D. The Contractor will conform to the most recent approved schedules.

3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor will maintain at the site for the Owner one as-built set of the Drawings, Specifications, addenda, Change Orders and other Modifications, in good order and marked currently to record changes and selections made during construction, as well as approved Shop Drawings, Product Data, Samples and similar required submittals. These will be available to the Owner and Design Professional and will be delivered to the Design Professional for submittal to the Owner upon completion of the work. As-Built drawings will be reviewed monthly as part of the pay application process.

3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

- A. Shop Drawings are drawings, diagrams, schedules, models and other data (including electronic data) specifically prepared for the work by the Contractor or a Subcontractor, Sub-Subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.
- B. Product data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

- C. Samples are physical examples which illustrate materials, equipment or workmanship and established standards by which the Work will be judged.
- D. Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required the way the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents. Review by the Design Professional or Owner is subject to the limitations of Subparagraph 4.02 G.
- E. The Contractor will review, approve and submit to the Design Professional Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. Submittals made by the Contractor which are not required by the Contract Documents may be returned without action.
- F. The Contractor will perform no portion of the Work requiring submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Design Professional. Such work will be in accordance with approved submittals.
- G. By approving and submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor thereby represents that the Contractor has determined and verified all dimensions, qualities, field dimensions, relations to existing work, coordination with work to be installed later, coordination with information on previously accepted Shop Drawings, Product Data, Samples, or similar submittals and verification of compliance with all the requirements of the Contract Documents. The accuracy of such information is the responsibility of the Contractor. In reviewing Shop Drawings, Product Data, Samples, and similar submittals, the Owner will be entitled to rely upon the Contractor's representation that such information is correct and accurate.
- H. The Contractor will not be relieved of responsibility for deviations from requirements of the Contract Documents by the Owner's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Owner in writing of such deviation at the time of submittal and the Owner has given written approval to the specific deviation. The Contractor will not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Owner's approval thereof.
- I. The Contractor will direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Design Professional or Owner on previous submittals. Unless such written notice has been given, the Design Professional's or Owner's approval of a resubmitted Shop Drawing, Product Data, Sample, or similar submittal will not constitute approval of any changes not requested on the prior submittal.
- J. Informational submittals upon which the Owner is not expected to take responsive action may be so identified in the Contract Documents.
- K. When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, the Design Professional or Owner

- will be entitled to rely upon such certifications, and the Design Professional or Owner will not be required to make any independent examination with respect thereto.
- L. The Contractor will keep one clean copy of each submittal brochure and each Shop Drawing, bearing the Design Professional's or Owner's review stamp, at the Job Site.
- M. The Design Professional's or Owner's review is only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. The Contractor is responsible for dimensions to be confirmed and correlated at the Job Site, for information processes or techniques of construction, and for coordination of the Work of all trades.
- N. Burden-of-proof that products, materials, Shop Drawings, samples and submittals comply with the Contract Documents in every respect and that any substitutions, variations, deviations or modifications do exactly what is specified and will, in fact, work well in coordination and harmony and will serve the intended purpose will rest entirely with the Contractor. It will not be the Design Professional's or Owner's responsibility to have the burden-of-proof to prove the contrary.
- O. Submittals, requisitions, requests for interpretation, Shop Drawings and other items received by the Design Professional or Owner on Friday, Saturday, Sunday, on any normally recognized holiday, or on a day preceding such a holiday, will be considered received on the first working day (except Friday) which follows.
- P. Owner's date stamp of receipt will evidence date of receipt, modified per Paragraph 3.12 O. above. Date indicated on Owner's transmittal letter or transmittal form will be considered as date returned to Contractor.
- Q. Refer to Section 01340 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES for additional requirements.

3.13 USE OF SITE

- A. The right of possession of the premises and the improvements made thereon by the Contractor will remain at all times with the Owner. The Contractor's right to entry and use thereof arises solely from the permission granted by the Owner under the Contract Documents.
 - The Contractor will confine the Contractor's apparatus, the storage of materials and the operations of the Contractor's personnel to limits indicated by law, ordinances, the Contract Documents and permits and/or directions of the Design Professional and will not unreasonably encumber the premises with the Contractor's materials. The Owner will not be liable to the Contractor, the Subcontractors, their employees or anyone else with respect to the conditions of the premises.
 - 2. Material will be arranged and maintained in an orderly manner with use of walks, drives, roads and entrances unencumbered. Store, place and handle material and equipment delivered to the Project Site so as to preclude inclusion of foreign substances or causing of discoloration. Pile neatly and compactly and barricade to protect public from injury. Protect material as required to prevent damage from weather or ground. Should it be necessary to move material at

- any time, or move sheds or storage platforms, the Contractor will move them as and when required at no additional cost to the Owner.
- 3. The Owner assumes no responsibility for materials stored in buildings or on the Project site. The Contractor will assume full responsibility for damage due to storing of materials. Repairing of areas used for placing of sheds, offices and storage of materials will be performed by the Contractor.

3.14 CUTTING AND PATCHING

- A. The Contractor will be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.
- B. The Contractor will not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor will not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent will not be unreasonably withheld. The Contractor will not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.
- C. Refer to Section 01045 CUTTING AND PATCHING for additional requirements.

3.15 CLEAN UP

- A. The Contractor will keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor will remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials.
- B. If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the cost thereof will be charged to the Contractor.
- C. Daily Clean-Up: The Contractor will keep the premises free from accumulation of waste materials or rubbish caused by Contractor's operations on a daily basis. In areas used by the public or exposed to public view, the Contractor will keep these areas in such a state of cleanliness so as not to reflect unfavorably upon the "image" of the Owner or any airport authority concerned. In areas near airport operations, the Contractor will keep areas free from materials which could possibly be ingested into an aircraft engine or which could cause damage by being blown by aircraft engine blast effects.
- D. Refer to Sections 01110 AIRPORT PROJECT PROCEDURES and 01700 PROJECT CLOSEOUT for additional requirements.

3.16 ACCESS TO WORK

The Contractor will provide the Owner and Design Professional access to the Work in preparation and progress wherever located.

3.17 ROYALTIES AND PATENTS

The Contractor will pay all royalties and license fees. The Contractor will defend suits or claims for infringement of patent rights and will hold the Owner and Design Professional harmless from loss on

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account thereof, but will not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a patent; the Contractor will be responsible for such loss unless such information is promptly furnished to the Owner.

3.18 RECORDS AND DOCUMENTS

The Contractor will maintain all records and documents relating to the Contract during the course of the Work and for a period of seven years after the date of Final Acceptance. This includes all books and other evidence (including but not limited to subcontracts, subcontract change orders, purchase orders, bid tabulations, proposals, and other documents associated with the Contract) bearing on the Contractor's costs and expenses under this Contract. The Contractor will make these records and documents available for inspection by the Owner at the Contractor's office at all reasonable times, without direct charge, and will provide electronic copies of all requested documents including but not limited to subcontracts, subcontractor change orders, purchase orders, bid tabulations, proposals, and all other documents associated with the project at no cost to the Owner If approved by the Owner, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents. If the Contractor fails to make the records and documents available, the Owner may, after written notice to the Contractor, take such action as may be necessary including the withholding of any further payment. Furthermore, failure to make such records and documents available may be grounds for termination pursuant to Paragraph 13.01 or grounds for Owner to seek damages from Contractor.

PART 4 – ADMINISTRATION OF THE CONTRACT

4.01 Design Professional

- A. The Design Professional is referred to throughout the Contract Documents as if singular.
 - 1. Wherever the term "Design Professional" appears in the Contract Documents, it will mean the Design Professional on record for the project or Owner's other authorized representative(s).
 - 2. Wherever the term "Owner's authorized representative(s)" appears in the Contract Documents, it will include Owner, or Owner's other authorized representative(s).
- B. In case of termination of employment of the Design Professional, the Owner will appoint a Design Professional against whom the Contractor makes no reasonable objection and whose status under the Contract Documents will be that of the former Design Professional.

4.02 DESIGN PROFESSIONAL'S ADMINISTRATION OF THE CONTRACT

A. The Design Professional will provide administration of the Contract as described in the Contract Documents, and will be the Owner's representative (1) during construction, (2) until final payment is due and (3) with the Owner's concurrence, from time to time during the correction period described in Paragraph 11.02. The Design Professional will advise and consult with the Owner. The Design Professional will have authority to act on behalf of the Owner.

- B. The Design Professional will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the completed Work and to determine in general if the Work is being performed in a manner indicating that the Work, when completed, will be in accordance with the Contract Documents. However, the Design Professional will not be required to make exhaustive or continuous on-site inspections to check quality or quantity of the Work. On the basis of on-site observations, the Design Professional will keep the Owner informed of the progress of the Work and will endeavor to guard the Owner against defects and deficiencies in the Work.
- C. The Design Professional will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility as provided in Paragraph 3.03. The Design Professional will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The Design Professional will not have control over or charge of, and will not be responsible for, acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.
- D. Communications Facilitating Contract Administration. Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor will endeavor to communicate through the Design Professional. Communications by and with the Design Professional's consultants will be through the Design Professional. Communications by and with subcontractors and material suppliers will be through the Contractor. Communications by and with separate contractors will be through the Owner.
- E. Based on the Design Professional's observations and evaluations of the Contractor's Applications for Payment, the Design Professional will review and certify the amounts due the Contractor and will approve or disapprove the Application for Payment.
- F. The Owner and Design Professional will have authority to reject Work which does not conform to the Contract Documents. Whenever the Owner or Design Professional considers it necessary or advisable for implementation of the intent of the Contract Documents, the Owner or Design Professional will have authority to require additional inspection or testing of the Work in accordance with Subparagraphs 12.05 B. and 12.05 C., whether or not such work is fabricated, installed or completed. However, neither this authority of the Owner or Design Professional nor a decision made in good faith either to exercise or not to exercise such authority will give rise to a duty or responsibility of the Owner or Design Professional to the Contractor, subcontractors, material and equipment suppliers, their agents or employees, or other persons performing portions of the Work.
- G. The Design Professional will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents and only to the extent which the Owner or Design Professional believes desirable to protect the Owner's interests. The Design Professional's action will be taken with reasonable promptness, while allowing sufficient time in the Design Professional's professional judgment to permit adequate review, taking into account the time periods set forth in the latest recognized

Construction Schedule prepared by the Contractor and reviewed by the Design Professional. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Design Professional's review of the Contractor's submittals will not relieve the Contractor of the obligations under Paragraphs 3.03, 3.05 and 3.12. The Design Professional's review will not constitute approval of safety precautions or of any construction means, methods, techniques, sequences or procedures. The Design Professional's approval of a specific item will not indicate approval of an assembly of which the item is a component.

- H. The Design Professional or Owner will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Paragraph 7.04.
- I. The Design Professional will conduct inspections in conjunction with the Owner to determine the date or dates of Substantial Completion and the date of Final Acceptance, will receive and forward to the Owner for the Owner's review and records written warranties and related documents required by the Contract and assembled by the Contractor, and will review and certify a final Application for Payment upon compliance with the requirements of the Contract Documents.
- J. The Design Professional, in conjunction with the Owner, will interpret and decide matters concerning performance under and requirements of the Contract Documents on written request of the Contractor. The Design Professional's response to such requests will be made with reasonable promptness and within time limits agreed upon. The Design Professional may, as the Design Professional judges desirable, issue additional drawings or instructions indicating in greater detail the construction or design of the various parts of the Work. Such drawings or instructions may be affected by other supplemental instruction or other notice to the Contractor and, provided such drawings or instructions are reasonably consistent with the previously existing Contract Documents, the Work will be executed in accordance with such additional drawings or instructions without additional cost or extension of the Contract Time.
- K. Interpretations and decisions of the Design Professional, in conjunction with the Owner, will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Design Professional will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions so rendered in good faith.
- L. The Design Professional's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

4.03 CLAIMS AND DISPUTES

A. Definition. A Claim is a written demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, or an extension of time or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. Claims must be made by written notice. The responsibility to substantiate claims will rest with the party making the claim.

- 1. If for any reason the Contractor deems that additional cost or Contract Time is due to the Contractor for Work not clearly provided for in the Contract Documents or previously authorized changes in the Work, the Contractor will notify the Owner in writing of its intention to claim such additional cost or Contract Time before the Contractor begins the Work on which the Contractor bases the claim. If such notification is not given or the Owner is not afforded proper opportunity by the Contractor for keeping strict account of actual cost or time as required, then the Contractor hereby agrees to waive any claim for such additional cost or Contract Time.
- 2. Such notice by the Contractor and the fact that the Owner or Design Professional has kept account of the cost or time of the Work will not in any way be construed as proving or substantiating the validity of the Claim. When the Work on which the Claim for additional cost or Contract Time is based has been completed, the Contractor will, within 21 calendar days, submit Contractor's written Claim to the Owner. The failure to give notice as required herein will constitute a waiver of said Claim. Claims arising prior to Final Payment or the earlier termination of the Contract will be referred initially to the Owner for action as provided in Paragraph 4.04.
- B. Claims must be made within 21 calendar days after occurrence of the event giving rise to such Claim or within 21 calendar days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. If the Contractor wishes to reserve its rights under this Paragraph, written notice of any event that may give rise to a Claim must be given within 21 calendar days of the event, whether or not any impact in money or time has been determined. Claims must be made by written notice. Any change or addition to a previously made Claim will be made by timely written notice in accordance with this Paragraph. The failure to give notice as required herein will constitute a waiver of said Claim.
- C. Continuing Contract Performance. Pending final resolution of a Claim, unless otherwise agreed in writing, the Contractor will proceed diligently with performance of the Contract. Owner, however, will be under no obligation to make payments on or against such disputed claims, disputes or other matters in question during the pendency of any proceedings to resolve such disputed claims, disputes or other matters in question.
- D. Non-Waiver of Claims: Final Payment. The making of final payment will not constitute a waiver of claims by the Owner.
- E. Claims For Concealed or Unknown Conditions. Owner may make available to the Contractor prior to the bid opening and during the performance of the Work, Record Documents and Drawings pertaining to the existing structures and/or facilities relative to this Project. Record Documents and Drawings will not be considered a part of the Contract Documents. Owner does not warrant the accuracy of such Record Documents and Drawings to the Contractor and the Contractor will be solely responsible for all assumptions made in reliance thereupon. Record Documents and Drawings are not warranted or intended to be complete depictions of existing conditions, nor do they necessarily indicate concealed conditions. The locations of electrical conduit, telephone lines and conduit, computer cables, FAA cables, storm lines, sanitary lines, irrigation lines, gas lines, mechanical apparatus and appurtenances, HVAC piping/ductwork, and plumbing may only appear schematically, if at all, and the actual location of such equipment is in many cases unknown. Contractor will take the foregoing into

consideration when preparing its bid, and will not be entitled to any additional compensation on account of concealed conditions except as specifically set forth below.

- 1. Should the Contractor encounter concealed conditions in an existing structure or below the surface of the ground, not discoverable by a careful inspection and differing materially from conditions ordinarily encountered and generally recognized in or about a site of this type, the Contractor will stop work at the location where the concealed condition was discovered and give immediate written notice of the condition to the Owner. The Owner and Design Professional shall investigate and adjust the Contract Sum and/or time by Change Order upon claim by either party, if made before conditions are disturbed and in no event later than 21 days after the first observance of the conditions. Nothing herein is intended to limit or modify the obligations of the Contractor set forth in Section 01545 - UTILITIES. Contractor shall not be entitled to a Change Order for the Contract Sum and/or time if the Contractor knew of the existence of such conditions at the time Contractor bid, or the existence of such conditions could have been reasonably discovered or revealed as a result of any examination, investigation, exploration, test, or study of the site and contiguous areas as required by the Contract, or if Contractor failed to give written notice as required by this Article.
- 2. There will be no adjustment of the Contract Sum on account of other costs resulting from topsoil or water conditions including, without limitation, costs on account of delay, administration, operations, temporary construction, cave-in or collapse of excavations, or pumping.
- F. Claims for additional cost. If the Contractor wishes to make claim for an increase in the Contract Sum, written notice as provided herein will be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under paragraph 10.03. Claim will be filed in accordance with the procedure established herein. Anticipated, unanticipated, abnormal or adverse weather conditions will not be the basis of a claim for additional cost. The Contract Sum will not be increased for any weather related conditions.

G. CLAIMS FOR ADDITIONAL TIME.

- 1. If the Contractor wishes to make claim for an increase in the Contract Time, written notice as provided herein will be given. The Contractor will have the burden of demonstrating the effect of the claimed delay on the Contract Time, and will furnish the Owner with such documentation relating thereto as the Owner will reasonably require. In the case of a continuing delay only one claim is necessary.
- 2. The Contract Time will not be increased for any reasonably anticipated weather related delay. The Owner may consider adverse weather conditions not reasonably anticipated as a basis of a claim for additional time.

H. ESCROW OF BID DOCUMENTS.

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

- a. If any Claim is made pursuant to the Contract, the Contractor will provide for the Owner's review, at the Owner's request, all escrowed Bid Documents. If the Owner requests to review the escrowed Bid Documents and the Contractor fails to timely provide them or has failed to preserve them, no claim by the Contractor will be honored by the Owner.
- b. If the Contractor contends that such Bid Documents are proprietary or otherwise confidential, the Contractor will so state as to any such documents, will provide them to the Owner as part of the Claim process, and will identify all such documents as exempted from disclosure under Florida Statute Chapter 119.
- c. Said escrowed Bid Documents referred to in this Part will be subject to review in the event of any audit. The Owner may require that an appropriate audit be conducted. In the event the audit supports the Contractor's claim, the Owner will pay for the audit. In the event the audit does not support the Contractor's claim, the Contractor will pay for the audit.
- d. The Contractor will provide all information and reports requested by the Owner, or any of their duly authorized representatives, or directives issued pursuant thereto, and will permit access, for the purpose of audit and examination to the Contractor's books, records, accounts, documents, papers or other sources of information and its facilities, as may be determined by the Owner to be pertinent to ascertain compliance with this Part. The Contractor will keep all Project accounts and records which fully disclose the amount of the Bid. The accounts and records will be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

4.04 RESOLUTION OF CLAIMS AND DISPUTES

- A. The failure of Owner to enforce at any time or for any period of time any one or more provisions of this Contract will not be construed to be and will not be a waiver of any such provision or provisional or of its right thereafter to enforce each and every provision.
- B. The following shall occur as a condition precedent to the Owner's review of a claim unless waived in writing by the Owner:
 - Field Representatives' Meeting: Within five days (5) after a dispute occurs, the Contractor's senior project management personnel who have authority to resolve the dispute shall meet with the Design Professional and Owner's project representative who have authority to resolve the dispute, in a good faith attempt to resolve the dispute. If a party intends to be accompanied at a meeting by legal counsel, the other party shall be given at least three (3) working days' notice of such and also may be accompanied by

legal counsel. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of rules of evidence.

Management Representatives' Meeting: If the Field Representatives' Meeting fails to resolve the dispute, a senior executive for the Contractor and for the Owner, neither of which have day to day Project management responsibilities, shall meet, within ten days (10) after a dispute occurs, in an attempt to resolve the dispute and any other identified disputes or any unresolved issues that may lead to dispute. The Owner may invite the Design Professional to this meeting. If a party intends to be accompanied at a meeting by legal counsel, the other party shall be given at least three (3) working days' notice of such and also may be accompanied by legal counsel. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of rules or evidence.

Following the Field Representatives' Meeting and the Management Representatives' Meeting, the Owner will review the Contractor's claims and may (1) request additional information from the Contractor which will be immediately provided to Owner, or (2) render a decision on all or part of the claim. The Owner will notify the Contractor in wiring of the disposition of the claim within 21 days following the receipt of such claim or receipt of additional information requested.

1. If the Owner decides that the Work relating to such Claim should proceed regardless of the Owner's disposition of such Claim, the Owner will issue to the Contractor a written directive to proceed. The Contractor will proceed as instructed.

PART 5 - SUBCONTRACTORS

5.01 DEFINITIONS

- A. A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate Contractor or subcontractors of a separate Contractor.
- B. A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work. The term "Sub-Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-Subcontractor or an authorized representative of the Sub-Subcontractor.
- C. The Owner or Design Professional will not recognize any Subcontractor on the Work. The Contractor will at all times, when Work is in progress, be represented either in person by a qualified superintendent, or by other designated, qualified representative who is duly authorized to receive and execute orders of the Owner or Design Professional.

5.02 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

A. Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, will furnish in writing to

the Owner, the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. After due investigation, the Owner will promptly reply to the Contractor in writing stating whether or not the Owner has reasonable objection to any such proposed person or entity. Failure of the Owner to reply promptly will constitute notice of no reasonable objection.

- B. The Owner reserves the right to investigate the prequalification and qualifications and responsibility of proposed or actual Subcontractors, and to prohibit same from performing Work on the Project where such investigation, in the judgment of the Owner, reveals that such Subcontractors are unqualified and/or non-responsible. The Owner's criteria for such determination may include, without limitation: financial condition, experience, character of workers and equipment, and past performance. The Contractor will not contract with a proposed person or entity to which the Owner has made reasonable and timely objection. The Contractor will not be required to contract with anyone to whom the Contractor has made reasonable objection.
- C. If the Owner has reasonable objection to any such proposed person or entity, the Contractor will submit a substitute to whom the Owner have no reasonable objection.
- D. The Contractor will not change a Subcontractor, person or entity listed in Contractor's Subcontractors List without permission of the Owner.
- E. Owner reserves the right but does not assume the obligation to pay any and all subcontractors and suppliers directly if a dispute arises with the Contractor. Contractor agrees that any such payment would not be an interference with contractual relations.

5.03 SUBCONTRACTUAL RELATIONS

By appropriate contract, written where legally required for validity, the Contractor will require each Subcontractor, to the extent of the work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by the Contract Documents, assumes toward the Owner and Design Professional. Each subcontract agreement will preserve and protect the rights of the Owner and Design Professional under the Contract Documents with respect to the work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and will allow to the Subcontractor, unless specifically provided otherwise in the subcontract, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor will require each Subcontractor to enter into similar contracts with Sub-Subcontractors. The Contractor will make available to each proposed Subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract which may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-Subcontractors. The Contractor will include a provision providing the Owner the same rights to audit at the subcontractor level in all of its subcontractor agreements executed to effect project completion.

PART 6 - CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

6.01 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

- A. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation.
- B. When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case will mean the Contractor who executes each separate Owner-Contractor contract.
- C. The Contractor, with the Owner's assistance, will coordinate each separate contractor with the Work of the Contractor, who will cooperate with them. The Owner will provide for the coordination of the Owner's own forces with the Work of the Contractor, who will cooperate with them. The Contractor will coordinate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor will make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules will then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

6.02 MUTUAL RESPONSIBILITY

- A. The Contractor will afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities and will connect and coordinate the contractors' construction and operations with theirs as required by the Contract Documents.
- B. If any part of the Contractor's Work depends, for proper execution or operation, upon the Work or any applicable portion thereof, of any other separate Contractor, the Owner will give the Contractor written notice of the date when the other contractor will have completed its construction or any applicable portion thereof and the Contractor will have 15 days from the date so specified within which to inspect the other contractor's construction or any applicable portion thereof and to accept said construction or to reject in a written statement to the Owner reciting all discrepancies or defects which affect Contractor's work and, therefore, must be remedied. Upon receipt of such statement, the Design Professional will see that necessary corrections are made and will notify the Contractor when such corrective work is to be complete. The Contractor will have 15 days from the date so specified within which to inspect and report again, in order to determine that discrepancies or defects have been corrected.
 - Failure of the Contractor to inspect and report, as set forth above, will
 constitute an acceptance of the other contractor's construction or any
 applicable portion thereof as fit and proper to receive Contractor's Work,
 except as to latent defects which may develop in the separate contractor's
 construction or any applicable portion thereof after the execution of the
 Contractor's work.
 - 2. Upon completion of the other contractor's construction or any applicable portion thereof, the area will be turned over to the Contractor.
- C. Costs caused by delays or defective construction will be borne by the party responsible therefore.

- D. The Contractor will promptly remedy damage wrongfully caused by the Contractor to completed or partially completed construction or to property of the Owner or separate contractors as provided in Subparagraph 10.02 E.
- E. Should the Contractor cause damage to the work or property of any separate contractor on the Project, the Contractor will, upon due notice by the Owner, settle with such other contractor by contract if other contractor will so settle. If such separate contractor sues the Owner on account of any damage alleged to have been so sustained, the Owner will notify the Contractor who will defend such proceedings with the cooperation of the Owner and, if any judgment against the Owner arises therefrom, the Contractor will pay or satisfy same to the extent caused by the fault of the Contractor and will reimburse the Owner for all reasonable attorneys' fees and court costs which the Owner has incurred.
- F. The Owner and each separate contractor will have the same responsibilities for cutting and patching as are described for the Contractor in Paragraph 3.14.

6.03 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish as described in Paragraph 3.15, the Owner may clean up and allocate the cost among those responsible as the Owner, in its sole discretion, determines to be just.

PART 7 – CHANGES IN THE WORK

7.01 CHANGES

- A. Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, only by Change Order, Supplemental Agreement, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Part and elsewhere in the Contract Documents.
 - 1. Any Claim for payment for changes in the Work that is not covered by written Change Order will be rejected by the Owner. The Contractor, by submitting the Bid, acknowledges and agrees that the Contractor will not be entitled to payment for changes in the Work unless such Work is specifically authorized in writing by the Owner in advance. The terms of this Part may not be waived by the Owner unless such waiver is in writing and makes specific reference to this Part.
- B. A Change Order will be based upon contract among the Owner and Contractor. A Construction Change Directive requires a contract by the Owner and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Owner alone.
- C. Changes in the Work will be performed under applicable provisions of the Contract Documents, and the Contractor will proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.
- D. If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are so changed in a proposed Change Order or

Construction Change Directive that application of such unit prices to quantities of Work proposed will cause substantial unfairness to the Owner or Contractor, the applicable unit prices will be adjusted.

E. ALTERATION OF WORK AND QUANTITIES.

- 1. The Owner reserves and will have the right to make such alterations in the Work as may be necessary or desirable to complete the Work originally intended in an acceptable manner. Unless otherwise specified herein, the Owner will be and is hereby authorized to make such alterations in the Work as may increase or decrease the originally awarded Contract Work, provided that the aggregate of such alterations does not change the total Contract cost or the total cost of any major Contract item by more than 25% (total cost being based on the unit prices and estimated quantities in the awarded Contract). Alterations that do not exceed the 25% limitation will not invalidate the Contract nor release the Surety, and the Contractor agrees to accept payment for such alterations as if the altered Work had been a part of the original Contract. These alterations which are for Work within the general scope of the Contract will be covered by "Change Orders" issued by the Owner. Change Orders for altered Work may include extensions of Contract Time where, in the Design Professional's opinion, such extensions are commensurate with the amount and difficulty of added Work.
- 2. Should the aggregate amount of altered Work exceed the 25% limitation specified above, such excess altered Work will be covered by Supplemental Agreement. If the Owner and the Contractor are unable to agree on a unit adjustment for any Contract item that requires a Supplemental Agreement, the Owner reserves the right to terminate the Contract with respect to the item and make other arrangements for its completion.

7.02 CHANGE ORDERS

- A. A Change Order is a written instrument prepared by the Owner and signed by the Owner, Contractor and Design Professional, stating their agreement upon all of the following:
 - 1. a change in the Work;
 - 2. the amount of the adjustment in the Contract Sum, if any;
 - 3. the extent of the adjustment in the Contract Time, if any; and
 - 4. changes to the terms and conditions of this Contract including the W/MBE or DBE percentage, if any.
- B. Methods used in determining adjustments to the Contract Sum will include those listed in Paragraph 7.03 B.1.
- C. Supplemental Agreement. A written agreement between the Contractor and the Owner covering (1) work that would increase or decrease the total amount of the awarded Contract, or any major Contract item, by more than 25%, such increased or decreased

Work being within the scope of the originally awarded Contract; or (2) Work that is not within the scope of the originally awarded Contract.

7.03 CONSTRUCTION CHANGE DIRECTIVES

- A. A Construction Change Directive is a written order prepared by the Owner or Design Professional and signed by the Owner, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum, Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.
- B. A Construction Change Directive will be used in order to expedite the Work and avoid or minimize delays in the Work which may affect the Contract Sum or Contract Time.
 When determined by the Owner to be in the Owner's best interest, the Owner may, with or without the Contractor's agreement, direct or order the Contractor to proceed with changes in the Work by the issuance of a Construction Change Directive.
 - 1. If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment will be based on one of the following methods:
 - a. Mutual acceptance of a lump sum, properly itemized and supported by sufficient substantiating data to permit evaluation;
 - b. By unit prices stated in the Contract Documents or otherwise mutually agreed upon;
 - c. By the cost estimated method as described in Paragraph 7.03 C., plus the accepted percentage, if applicable. The Contractor's estimate will become a fixed price which will not be changed by any variation in the actual cost of executing the Work covered by the change;
 - d. Cost to be determined in a manner agreed upon by the parties, plus, if applicable, percentage; or
 - e. As provided in Paragraph 7.03 F., by actual cost determined after the Work covered by the change is completed, plus, if applicable, percentage.
 - 2. As used in this Paragraph 7.03, Construction Change Directive's "cost" will mean the estimated or actual net increase in cost to the Contractor or Subcontractor for performing the Work covered by the change, including actual payments for materials, equipment rentals, expendable items, wages and associated benefits to workers and to supervisors employed full time at the site where the Work is performed, insurance, bonds, and other provable direct costs, but not including any administrative, accounting or expediting costs, or other indirect or overhead costs, or any wages or benefits of supervisory personnel not assigned full time to the site, or any amount for profit or fee to the Contractor, Subcontractor, or Sub-Subcontractor. Rates for the Contractor and Subcontractor owned equipment will not exceed the rates listed in the Associated Equipment Distributors rental rate book as adjusted to the regional area of the Work under this Contract.

- 3. "Percentage" will mean an amount to be added to the cost for overhead and profit and any other expense which is not included in the cost of the Work covered by the change, as defined above. The maximum percentage for total overhead and profit and any other expense which is not included in the cost of the Work will be as follows:
 - a. For the Contractor, 15% of any net increase of costs of any Work performed by the Contractor's own forces on-site only.
 - b. For the Subcontractor, 10% of any net increase of cost of any Work performed by the Subcontractor's own forces on-site only, plus 5% of any net increase in the cost of the Work for the Contractor on-site only.
 - c. Per the Contract negotiations and as noted in the exhibit(s).
- 4. When in the reasonable judgment of the Owner a series of Construction Change Directives or Change Orders affect a single change, the percentage will be calculated on the cumulative net increase in cost, if any.
- 5. Overhead will include the following:
 - Supervision wages, timekeepers, watchmen and clerks, hand tools, incidentals, general office expense, and all other expenses not included in "cost."
- C. Upon request of the Owner, the Contractor will, without cost to the Owner, submit to the Owner, in such form as the Owner may require an accurate written estimate of the cost of any proposed extra work or change. The estimate will indicate the quantity and unit cost of each item of materials, and the number of hours of work and hourly rate for each class of labor, as well as the description and amounts of all other costs chargeable under the terms of this Part. Unit labor costs for the installation of each item of materials will be shown if required by the Owner. The Contractor will promptly revise and resubmit such estimate if the Owner determines that it is not in compliance with the requirements of this Part, or that it contains errors of fact or mathematical errors.
 - 1. If required by the Owner, in order to establish the exact cost of new Work added or of previously required Work omitted, the Contractor will obtain and furnish to the Owner bona fide proposals from recognized suppliers for furnishing any material included in such Work. Such estimates will be furnished promptly so as to occasion no delay in the Work and will be furnished at the Contractor's expense. The Contractor will state in the estimate any extension of time required for the completion of the Work if the change or extra work is ordered.
- D. Upon receipt of a Construction Change Directive, the Contractor will promptly proceed with the change in the Work involved and advise the Owner of the Contractor's agreement or disagreement with the method provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum and/or Contract Time.
- E. A Construction Change Directive signed by the Contractor indicates the agreement of the Contractor therewith, including the adjustment in Contract Sum and/or Contract

- Time or the method for determining them. Such agreement will be effective immediately and will be subsequently recorded in/as a Change Order.
- F. If the Contractor does not respond promptly or disagrees with the method for adjustment of the Contract Sum, the method and the adjustment will be determined by the Owner on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, a percentage for overhead and profit. In such case, and also under Paragraph 7.03 B.1.(e), the Contractor will keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Subparagraph will be limited to the following:
 - Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
 - 2. Costs of materials, supplies and equipment, including costs of transportation, whether incorporated or consumed;
 - 3. Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others; and
 - 4. Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work.
- G. The amount of credit to be allowed by the Contractor to the Owner for a deletion or change which results in a net decrease in the Contract Sum will be actual net cost as confirmed by the Owner. When both additions and credits covering related Work or substitutions are involved in a change, the percentage for overhead and profit will be figured on the basis of net increase, if any, with respect to that change.
- H. If the Owner and Contractor do not agree with the adjustment in Contract Time or the method for determining it, the adjustment or the method will be referred to the Design Professional for determination.
- I. When the Owner and Contractor agree with the determination made by the Design Professional concerning the adjustments in the Contract Sum and/or Contract Time, or otherwise reach agreement upon the adjustments, such agreement will be effective immediately and will be subsequently recorded in preparation and execution of an appropriate Change Order.

7.04 MINOR CHANGES IN THE WORK

The Owner will have authority to order minor changes in the Work not involving adjustment to the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order and will be binding on the Owner and Contractor. The Contractor will carry out such written orders promptly.

PART 8 - TIME

8.01 DEFINITIONS

- A. Unless otherwise provided, the Contract Time(s) is the period of time allotted in the Contract Documents for Substantial Completion of the Work or designated portion thereof as defined in Paragraph 8.01 C., including adjustments thereto.
- B. The date of commencement of the Work is the date established in a written notice to proceed. Work under this Contract will not commence until the Owner has issued a written notice to proceed. Notwithstanding the previous sentence, preliminary work such as procuring Insurance Policy Endorsements, Certificates of Insurance and Payment and Performance Bonds can proceed after the Contract is signed and prior to the Notice to Proceed. The Contractor will begin the work to be performed under the Contract within ten days of the date set by the Owner in a written notice to proceed but, in any event, the Contractor will notify the Owner at least 48 hours in advance of the time actual construction operations will begin. The date will not be postponed by the failure to act of the Contractor or of persons or entities for whom the Contractor is responsible.
- C. The date of Substantial Completion is the date certified by the Owner in accordance with Paragraph 9.07.
- D. The term "day" as used in the Contract Documents will mean calendar day unless otherwise specifically defined.
- E. The Contractor's plea that insufficient Contract Time was specified will not be a valid reason for extension of Contract Time. No extension of Contract Time for completion will be granted.

8.02 PROGRESS AND COMPLETION

- A. Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Contract the Contractor confirms that the Contract Time is a reasonable period for performing the Work. In the event the Contractor fails to promptly complete the Work herein within the Contract Time(s) provided, liquidated damages will accrue in the amount(s) and manner specified in the Contract.
- B. The Contractor will furnish sufficient forces, construction plant and equipment, and will work such hours, including night shifts and other overtime operations, as may be necessary to insure prosecution of the Work in accordance with the Construction Schedule. Contractor will take such steps as may be necessary or as may be directed by the Owner to improve Contractor's progress by increasing the number of shifts, overtime operations, days of work, and amount of construction plant, as may be required, at no additional cost to the Owner.
- C. Maintenance of Schedule: The Contractor will prosecute the Work with sufficient forces, materials, and equipment to maintain progress in accordance with the Construction Schedule. Should the Work in whole or in part fall behind the Construction Schedule, or should the progress of the Work appear to the Owner to be inadequate to assure completion on the completion date(s) specified in the Contract, the Contractor will, upon written notice from the Owner, take appropriate steps within seven days of such notice to put the Work back on schedule and meet the specified completion date(s).

- Should the Contractor fail to institute appropriate measures within seven days, or should the measures taken fail to put the Work back on schedule within 14 days of such notice, the Owner may, but will not be required to, supplement the Contractor's forces, materials and/or equipment with other forces, materials and/or equipment. The cost of such other forces, materials and/or equipment will be deducted by the Owner from sums otherwise owing to the Contractor. The Owner's use of such supplemental forces, materials and/or equipment will not excuse the Contractor from performing all of its obligations under the Contract Documents or relieve the Contractor from liquidated damages. The Contractor will coordinate and work together with such supplemental forces, materials and/or equipment.
- 2. Failure of the Contractor to comply with the requirements under this Paragraph will be grounds for determination that the Contractor is not prosecuting the Work with such diligence as will insure completion within the time(s) specified and such failure constitutes a material breach of the Contract Documents. Upon such determination, the Owner may terminate the Contractor's right to proceed with the Work, or any separate part thereof, in accordance with Part 13, TERMINATION OR SUSPENSION OF THE CONTRACT.
- D. The Contractor will proceed expeditiously with adequate forces and will achieve Substantial Completion within the Contract Time(s).

8.03 DELAYS AND EXTENSIONS OF TIME

A. No claim for damages or any claim other than for an extension of time will be made or asserted against the Owner by reason of any Delay, whether such Delay is related to (i) late or early completion, (ii) delay in the commencement, prosecution or completion of the Work, (iii) hindrance or obstruction in the performance of the Work, (iv) loss of productivity, or (v) other similar claims (collectively "Delay"), whether or not such Delay is foreseeable, unless the Delay is caused by acts of the Owner constituting fraud or active interference with the Contractor's performance of the Work, and only to the extent such acts continue after Contractor furnishes the Owner with notice of such fraud or active interference. The Contractor will not be entitled to an increase in the Contract Sum or payment or compensation of any kind from the Owner for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to: damages related to loss of business, loss of opportunity, impact damages, loss of financing, principal office overhead and expenses, loss of profits, loss of bonding capacity and loss of reputation; costs of acceleration or inefficiency, arising because of Delay, disruption, interference or hindrance from any cause whatsoever; provided, however, that this provision will not preclude recovery of direct and actual damages by the Contractor for hindrances or delays due solely to fraud or active interference on the part of the Owner. Otherwise, the Contractor may be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above. The Owner's exercise of any of its rights or remedies under the Contract Documents (including but not limited to, order changes in the Work, directing suspension, rescheduling or correction of the Work), regardless of the extent or frequency of Owner's exercise of such rights or remedies, shall not be construed as active interference with the Contractor's performance of the Work.

- B. Claims relating to time will be made in accordance with applicable provisions of Paragraph 4.03. Contractor's plea that insufficient time was specified will not be a valid reason for extension of the Contract time. Contract time will not be extended for a weather related delay except as provided in Paragraph 4.03.
 - Permitting the Contractor to continue and finish the Work or any part of it after the time fixed for its completion, or after that date to which the time for completion may have been extended, will in no way operate as a waiver on the part of the Owner of any of its rights under the Contract.

PART 9 - PAYMENTS AND COMPLETION

9.01 CONTRACT SUM

The Contract Sum is stated in the Contract and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

9.02 SCHEDULE OF VALUES

- A. Before submitting the first Application for Payment, the Contractor will submit to the Owner and the Design Professional a Schedule of Values. Refer to Section 01370 SCHEDULE OF VALUES for additional information.
 - 1. The Schedule of Values will be approved by the Owner and the Design Professional prior to submitting the initial Application for Payment.
 - 2. The Schedule of Values will be in a form as required by the Owner and the Design Professional to adequately establish costs of the Work.
 - 3. This Schedule of Values will be prepared in such a form and supported by such data to substantiate its accuracy in reflecting the above breakdown for administrative and payment purposes as the Owner or Design Professional may require and will be revised later if found by the Design Professional to be inaccurate. If the Contract involves multiple projects and/or airports, project and/or airport sub-totals will be required.
 - 4. This Schedule of Values, unless objected to by either the Owner or the Design Professional, will be used only as a basis for the Contractor's Application for Payment.
 - 5. The Schedule of Values must be sent electronically in Microsoft Excel format along with the Application for Payment.
 - 6. Initial Payment Application: The principal administrative actions and submittals which will precede or coincide with submittal of the Contractor's first Application for Payment are as follows, but not necessarily by way of limitation:
 - a. Listing of Subcontractors and principal suppliers and fabricators.
 - b. Schedule of Values.
 - c. Initial recognized CPM (or Bar Chart) Construction Schedule.

- d. Schedule of submittals.
- e. Stored Material spreadsheet and verification form.
- f. Subcontractor signed agreements.

9.03 APPLICATIONS FOR PAYMENT

- A. The Contractor will, as a condition precedent to the right to receive any monthly payment, submit to the Owner, an Application for Payment, sample attached herein and identified as Exhibit A Aviation Authority Application for Payment.
 - 1. Scope of Payment: For performance of this Contract, the Owner will make payments in U.S. Dollars to the Contractor in accordance with the Owner approved Schedule of Values, which will be based on the Contract Sum amount established by the Contractor in Section 00300 BID FORM. It is understood that the Contract Sum amount to be paid to the Contractor will be totally based on the said amount contained in Section 00300 BID FORM and made a part of this Contract for the Work actually complete.
 - a. The Contractor will receive and accept compensation provided for in the Contract as full payment for furnishing all materials, for performing all Work under the Contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of whatever character arising out of the nature of the Work or the prosecution thereof, subject to the provisions of Paragraph 11.02 G., herein.
 - 2. With the exception of the month of September, all notarized Applications for Payment will be submitted to the Owner by the third of each month. In the event that the third of the month falls on a Saturday, Sunday, or non-working day, Applications for Payment are due the prior business day. Payment will be made on the twenty fifth of the following month. If the twenty fifth of the subsequent month falls on a Saturday, Sunday or non-working day, then payment will be made on the next business day. Applications for Payment submitted more than 25 days prior to the third of the month will be rejected and returned. Due to the end of fiscal year financial closeout, September Applications for Payment will be required to be submitted by September 12th, and in the event that the 12th falls on a Saturday, Sunday, or non-working day, Applications for Payment are due the next business day and a subsequent payment will be made the second Friday of October. The Owner requires the Contractor to have a pencil copy review and approval of all Applications for Payment with the Owner's Construction Project Manager prior to their submittals.
 - 3. The Contractor will submit to the Owner via the Records Management Department, two executed and notarized originals and two copies of an itemized Application for Payment prepared on a form that is on the CD supplied by the Owner at the pre-construction meeting and based on the agreed Schedule of Values and an electronic copy (pdf) of all submitted documents, supported by such data substantiating the Contractor's right to payment as the Owner or Design Professional may require and reflecting retainage for all Work performed through the last day of each month or agreed upon date. The

Application for Payment will be certified by a person duly authorized in writing to execute contractual instruments on behalf of the Contractor.

- a. Each Application for Payment will include the Contractor's signed and notarized statement, based on the agreed Schedule of Values of the value of the Work. The total payment for each month will be broken down according to the specific items from the Schedule of Values that have been completed/delivered for which payment is requested. All such payments will be commensurate with the actual progress of the Work which must be substantiated and itemized in the Monthly Construction Schedule. Payment will not be made for any Work which cannot be so substantiated. Refer to Section 01315 SCHEDULES, PHASING.
- b. All progress payments will be subject to correction following the discovery of an error, misrepresentation, or unallowable cost in any previous Application for Payment. Approval of such erroneous Application for Payment will not in any respect be taken as an admission by the Owner of the amount of Work completed, or the release of the Contractor from any of its responsibility under the Contract.
- 4. The Contractor's design and construction schedule will be updated on a monthly basis and a copy thereof submitted with each of the Contractor's Applications for Payment. This schedule update shall include a thirty (30) day "look-ahead schedule", projected variances and calculation of the number of days difference between the as-built critical path and the Project Schedule critical path. Contractor shall, with each Application for Payment, provide completed monthly updated information for the previous month on the Project Schedule and updated information on manpower indicated as-built and as-planned conditions. The updated information in the Project Schedule shall not modify any milestone dates in the Project Schedule that Owner has previously approved. The Owner will not approve for payment an Application for Payment not containing the Contractor's submission of an approved monthly design and construction schedule update. Refer to General Requirements Section 1315 SCHEDULES, PHASING.
- 5. In addition to the schedule updates required above, with each Application for Payment, Contractor shall, in addition to documentation required under the Contract, submit the following information which is required to process any Application for Payment including a monthly status report concisely but completely describing in narrative form, the current status of the Work including, without limitation:
 - a. A review of actual progress during the month in comparison to the Project Schedule and, if actual progress is behind schedule, discussion of any "work around" or "catch up plan" that Contractor has employed or will employ to recover the original Project Schedule;
 - b. A concise statement of the outlook for meeting future Project Schedule dates, and the reasons for any change in outlook from a previous report;

- c. A concise statement of significant progress on major items of Work during the report period, with progress photographs as necessary to document the current status of the Work;
- d. A review of any significant technical problems encountered during the pay application period and the resolution or plan for resolution of the problems;
- e. An explanation of any corrective action taken or proposed;
- f. A complete review of the status of Change Orders, including a review of any changes in the critical path for the Project Schedule which result from Change Orders approved by Owner during the month, as well as a review of the schedule impact of Change Order requests then pending;
- g. A summary of any claims anticipated by the Contractor with respect to the Work, including the anticipated cost and schedule impacts of any such claims;
- h. A cumulative summary of the number of days of, and the extent to which the progress of the Work was delayed by, any of the causes for which Contractor could be entitled to an extensions of the Contract Time; and
- i. An updated material purchase log.
- 6. Further, the Design Professional will not recommend for payment by the Owner an Application for Payment without satisfactory documentation of material and services purchases scheduled to have been issued during the period of time covered by the Application for Payment. Copies of issued Purchase Orders and Contract (subcontracts) will be considered satisfactory documentation. Refer to Section 01315 SCHEDULES, PHASING.
 - Entries will match current data of the Schedule of Values and
 Construction Schedule. Listing will include amounts of fully executed
 Change Orders per project approved by the Owner prior to the last day
 of the "period of work" covered by the Application for Payment.
 Incomplete Applications for Payment will be returned by the Owner
 without action.
 - b. For Contracts with a prescribed DBE or W/MBE goal or participation, the Contractor will submit via email to AppforPayment@TampaAirport.com with each Application for Payment the completed Commitment Form showing the detailed accounting for all DBE or W/MBE participation as applicable. Contractor will submit one (1) electronic format.

This accounting will include:

- (1) the names and addresses of DBE or W/MBE firms that have participated on the Contract;
- (2) a description of the Work each named DBE or W/MBE form has performed; and
- (3) the value of Work performed by each named DBE or W/MBE firm;
- (4) addition or replacement of approved DBE or W/MBE firms;

- (5) at 50% completion a plan of action properly reflecting anticipated DBE or W/MBE achievement of commitment; and
- 7. The Contractor will submit with each Application for Payment a detailed accounting of the value of Work performed to date by their Subcontractors. Submission detail will be organized identifying the supporting information.

This accounting will include:

- a. the names and addresses of their Subcontractors that have participated on the Contract;
- b. a description of the Work each of their Subcontractors has performed;
- c. the value of Work performed by each of their Subcontractors;
- d. fully signed Subcontractor agreements;
- e. copies of statutory Waivers of Right to Claim against the
 Payment Bond given by each subcontractor, supplier, and sub –
 contractor and supplier for sub-contractor for the period up to
 the date of the Application for Payment; and
- f. equipment purchased for and paid by the Owner must be identified when invoiced so that an asset tag can be attached to that equipment. A detail listing in Excel format must be submitted with the invoice when equipment is purchased. Final accounting for all assets will be performed at the completion of the project. Any assets unaccounted for will be reimbursed to the Owner.
- 8. The Design Professional will not recommend for payment by the Owner an Application for Payment without the Contractor's submission of the detailed DBE or W/MBE accounting.
- 9. The Design Professional will approve or disapprove the Contractor's Application for Payment within seven days after the receipt thereof and, upon approval, promptly issue to the Owner an Application for Payment recommending payment to the Contractor. Upon receipt by the Owner of the approved Application for Payment, the Owner will make payment according to the Owner's standard payment procedures following the month in which the Application for Payment was submitted. The Contractor agrees to pay each Subcontractor for satisfactory performance of its subcontract within 10 days after the Contractor's receipt of payment from the Owner. The Contractor agrees further to release retainage payments to each Subcontractor within 10 days upon receipt from Owner and after the Subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written

- notice to the Owner. This clause applies to both DBE or W/MBE and non-DBE or W/MBE subcontractors.
- 10. Until 50% of the total Contract Sum has been expended, the Owner will pay to Contractor 90% of all Applications for Payment submitted by Contractor. The Applications for Payment will represent the actual value, based on the Contract amount, of the Work satisfactorily performed on the Schedule of Values, less the aggregate of all previous payments, and will reflect a retainage of 10% of the total amount payable for Work satisfactorily completed to date. Upon written request from the Contractor, retainage may be released to the Contractor, in the sole discretion of the Owner, for the Work or designated portions thereof upon reaching Substantial Completion, as defined in Section 9.07, Substantial Completion. Any amounts that are the subject of a good-faith dispute, the subject of a claim brought pursuant to F.S. § 255.05, or are otherwise the subject of a claim or demand, will not be released. Retainage will not be withheld on design and construction administration fees, if any. After 50% completion, the retainage withheld may be reduced to 5% from each subsequent application for payment.

The Contractor is required to pay all subcontractors for satisfactory performance of their contracts no later than 10 days after the Contractor has received a partial payment. The Contractor is required to fully pay retainage to the subcontractor within 10 days after the subcontractor's work is satisfactorily completed. A subcontractor's work is satisfactorily completed when (1) all the tasks called for in the subcontract have been accomplished and documented as required by the Owner, (2) the Work or a designated portion of the Work which the subcontractor worked on has reached Substantial Completion (incremental acceptance) and (3) no good-faith disputes or claims involving the subcontractor have manifested.

Notwithstanding the foregoing, at the Owner's sole option, when at least 95% of the Work has been completed, the Engineer shall, at the Owner's discretion and with the consent of the surety, prepare estimates of both the Contract value and the cost of the remaining Work to be done. Subject to Fla. Stat. Section 255.078 (if applicable), the Owner may retain an amount not less than twice the Contract value or estimated cost, whichever is greater, of the Work remaining to be done. Upon written request from the Contractor, the remainder (if any) may be released to the Contractor.

Notwithstanding the foregoing, at the Contractor's option, the Contractor may request that the Owner deposit the retainage into an escrow account. The Owner's deposit of retainage into an escrow account is subject to the following conditions:

a. The Contractor shall bear all expenses of establishing and maintaining an escrow account and escrow agreement acceptable to the Owner.

- b. The Contractor shall deposit to and maintain in such escrow only those securities or bank certificates of deposit as are acceptable to the Owner and having a value not less than the retainage that would otherwise be withheld from partial payment.
- c. The Contractor shall enter into an escrow agreement satisfactory to the Owner.
- d. The Contractor shall obtain the written consent of the surety to such agreement.
- 11. In addition, the Owner may withhold or suspend additional payments or portions thereof to such extent as may be necessary to protect itself from loss on account of:
 - a. Work or execution thereof not performed or not in accordance with the Contract Documents.
 - b. The cost of the Work performed by the Owner, or contracted to others by the Owner, on behalf of the Contractor where said Work or the costs thereof are identified in the Contract Documents as the responsibility of the Contractor.
 - c. Whether items of Work remain to be corrected or completed following Substantial Completion or Final Acceptance.
 - d. Non-compliance with the Owner's DBE or W/MBE Policy or failure to meet the prescribed DBE goal or W/MBE expectancy set forth in this Contract, or to establish a good faith effort to do so.
 - (1) Failure of the Contractor to make a good faith effort to achieve DBE goal or W/MBE expectancies may be a material breach of this Contract. The determination of whether the Contractor's efforts were made in "good faith" will be made by the Owner.
 - e. Other non-compliance with the Contract, Owner Policies or Procedures.
 - (2) Unless otherwise provided in the Contract Documents, payment will only be for Work in place.
- B. The Owner will have the right to omit or order non-performance of a portion of the Work in the best interest of the Owner.
 - 1. Should the Owner omit or order non-performance of a portion of the Work, the Contract Sum will be reduced accordingly. However, the Contractor will be paid for any such work actually completed and acceptable prior to the order to omit or non-perform.
 - 2. Should the Owner omit or order non-performance of a portion of the Work, acceptable materials ordered by the Contractor or delivered to the Work prior to the date of the Owner's order will be paid for at the actual cost to the Contractor and will become the property of the Owner.

- 3. In addition to the reimbursement hereinbefore provided, the Contractor shall be reimbursed for all actual costs incurred for the purpose of performing the omitted Contract item prior to the date of the Owner's order. Such additional costs incurred by the Contractor must be directly related to the deleted Contract item and will be supported by certified statements by the Contractor as to the nature the amount of such costs.
- C. Payments may be made on account of non-perishable materials or equipment not incorporated in the Work but delivered and suitably stored at the site, upon the following conditions being met:
 - 1. The Materials have been stored or stockpiled in a manner acceptable to the Owner and Design Professional.
 - 2. The Contractor has furnished the Design Professional with satisfactory evidence that the materials and transportation costs have been paid.
 - 3. The Contractor has furnished the Design Professional with acceptable evidence of the quantity and quality of such stored or stockpiled materials.
 - 4. The Contractor has furnished the Owner legal title (free of liens or encumbrances of any kind) to materials so stored or stockpiled.
 - 5. The Contractor has furnished to the Owner and Design Professional copies of paid invoices of all stored materials and all stored material listed in Excel format and as a hard copy and a stored material verification form. All supporting backup must be labeled with the Schedule of Values item number and calculation of item number listed on the Schedule of Values.
 - 6. Documentation that all material meets specification requirements.
 - 7. The Contractor will be responsible for all loss or damage of any type to such materials or equipment and will make suitable replacement or repair as necessary at the Contractor's own expense.
 - 8. The Contractor will be responsible for security with respect to all such stored materials and equipment.
 - The Contractor has furnished the Owner evidence that the material so stored or stockpiled is insured against loss by damage to or disappearance of such materials at any time prior to use in the Work.
 - 10. Payments for material on hand for delivered material to be used in one item of Work must exceed \$3,000.00, and not scheduled to be incorporated into the work within sixty days after delivery.
 - 11. It is understood and agreed that the transfer of title and the Owner's payment for such stored or stockpiled materials will in no way relieve the Contractor of its responsibility for furnishing and placing such materials in accordance with the requirements of the Contract Documents.
 - 12. No partial payment will be made for stored or stockpiled living or perishable plant materials.

- 13. The Contractor will bear all costs associated with the partial payment of stored or stockpiled materials in accordance with the provisions of this subsection.
- 14. In no case will the amount of payments for materials on hand exceed the Contract Price for such materials or the Contract Price for the Contract Item in which the material is intended to be used.
- D. The Contractor warrants that title to all work covered by an Application for Payment will pass to the Owner upon receipt of payment by the Contractor. The Contractor further warrants that upon submittal of an Application for Payment, all work for which certificates for payment have been previously issued and payments received from the Owner will, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances (hereinafter referred to in this Part as liens) in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials or equipment relating to the Work.

9.04 CERTIFICATES FOR PAYMENT

- A. The Design Professional will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Design Professional determines is properly due, or notify the Contractor and Owner in writing of the Design Professional's reasons for withholding certification in whole or in part as provided in Subparagraph 9.05 A.
- В. The issuance of a Certificate for Payment will constitute a representation by the Design Professional to the Owner, based on the Design Professional's observations at the site and review of the data comprising the Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Design Professional's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the Design Professional. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Design Professional has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the work, (2) reviewed construction means, methods, techniques, sequences or procedures, or (3) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.
- C. In taking action on the Contractor's Applications for Payment, the Design Professional will be entitled to rely on the accuracy and completeness of the information furnished by the Contractor and will not be deemed to represent that the Design Professional has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Subparagraph 9.04 B. or other supporting data, that the Design Professional has made exhaustive or continuous on-site inspection or that the Design Professional has made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such

examinations, audits and verifications, if required by the Owner will be performed by the Owner, acting in the sole interest of the Owner.

9.05 DECISIONS TO WITHHOLD CERTIFICATION

- A. The Design Professional may decide not to certify the Application for Payment and may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Design Professional's opinion the representations to the Owner required by Subparagraph 9.04 B. cannot be made. If the Design Professional is unable to certify payment in the amount of the Application for Payment, the Design Professional will notify the Contractor and Owner as provided in Subparagraph 9.04 A. If the Contractor and Design Professional cannot agree on a revised amount, the Design Professional will promptly issue an Application for Payment for the amount for which the Design Professional is able to make such representations to the Owner. The Design Professional may also decide not to certify payment, or because of subsequently discovered evidence or subsequent observations may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Design Professional's opinion to protect the Owner from loss because of:
 - 1. defective Work not remedied;
 - 2. third party claims filed or reasonable evidence indicating probable filing of such claims;
 - 3. failure of the Contractor to make payment properly to Subcontractors or for labor, materials or equipment;
 - 4. reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
 - 5. damage to the Owner or another Contractor;
 - 6. reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to complete the Work and to cover actual or liquidated damages for the anticipated delay;
 - 7. persistent failure to carry out the Work in accordance with the Contract Documents; and/or
 - 8. failure of the Contractor to provide satisfactory documentation of material and services purchased in accordance with the Construction Schedule.
 - 9. other failure of the Contractor to comply with the Contract, Owner Policies or Procedures.
- B. When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

9.06 PROGRESS PAYMENTS

- A. After the Design Professional has certified the Application for Payment, the Owner will endeavor to make payment according to the Owner's standard payment procedures. If deficiencies are found, a standard deficiency e-mail will be sent to the Contractor to resolve within 24 hours. If the deficiency is not resolved within that time, the Application will be returned.
- B. Prompt Payment Clause. The Contractor agrees to pay each subcontractor under the Contract for satisfactory performance of its contract no later than 10 days from the receipt of each payment the Contractor receives from the Owner. The Contractor agrees further to release retainage payments to each subcontractor upon receipt from Owner and within 10 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written notice to the Owner. This clause applies to both D/W/MBE and non-D/W/MBE subcontractors.
- C. Neither the Owner nor the Design Professional will have an obligation to pay or to see to the payment of money to a Subcontractor, Sub-Subcontractor or material supplier.
- D. The payment of any Application for Payment prior to Final Acceptance of the Work by the Owner will in no way constitute an acknowledgement of the acceptance of the Work, or in any way prejudice or affect the obligation of the Contractor to repair, correct, renew, or replace, at the Contractor's expense, any defects, imperfections or design errors or omission in the design, construction, or in the strength or quality of the equipment or materials used in or about the construction of the Work under Contract and its appurtenances, or any damage due or attributed to such defects, which defect, imperfection, or damage will have been discovered on or before the Final Acceptance of the Work. The Contractor will be liable to the Owner for failure to correct same as provided herein.
- E. An Application for Payment, a certified progress payment, or partial or entire use or occupancy of the Project by the Owner will not constitute acceptance of Work not in accordance with the Contract Documents.
- F. The Owner may deduct from the balance due the Contractor under the provisions of the Contract Documents any liquidated damages which may have accrued.
- G. Provision for assessment of liquidated damages for delay will in no manner affect the Owner's right to terminate the Contract as provided in Part 13, TERMINATION OR SUSPENSION OF THE CONTRACT or elsewhere in the Contract Documents. The Owner's exercise of the right to terminate will not release the Contractor from its obligation to pay said liquidated damages in the amounts set out in the Contract.

9.07 SUBSTANTIAL COMPLETION

A. Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

- B. When the Contractor considers that the whole Work, or a portion thereof designated in the Contract Documents for separate completion, is substantially complete and the premises comply with Paragraph 3.13 A., the Contractor will submit to the Design Professional: (1) the permits and certificates referred to in Paragraph 12.05 D., and (2) the Contractor's request for inspection by the Owner and Design Professional.
 - 1. The Owner and Design Professional will then make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the inspection discloses any item which is not in accordance with the requirements of the Contract Documents, the Design Professional will then prepare and submit to the Contractor a comprehensive list of items to be completed and/or corrected. The Contractor will proceed promptly to complete and correct items on the list before issuance of the Certificate of Substantial Completion by the Owner. The Contractor will then submit a request for another inspection to determine Substantial Completion. Repeat inspections will be performed prior to issuance of the Certificate of Substantial Completion by the Owner.
 - 2. All Work items or Contract requirements which remain incomplete/unsatisfied at the Date of Substantial Completion will become part of the Final Acceptance punch list. For projects with a value under \$10 million, within 30 days after Substantial Completion, the Owner will develop the Final Acceptance punch list and will provide it to the Contractor within five days after its completion. The Contractor will be allowed a minimum of 30 days after delivery of the Final Acceptance punch list. However, for projects with a value over \$10 million, within 60 days after Substantial Completion, the Owner will develop the Final Acceptance punch list and will provide it to the Contractor within five days after its completion. The Contractor will be allowed a minimum of 30 days after delivery of the Final Acceptance punch list to complete the items listed on the Final Acceptance punch list.
 - 3. When the Work or designated portion thereof is substantially complete, the Owner will prepare a Certificate of Substantial Completion which will establish: the date of Substantial Completion; responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work; and insurance. All Warranties required by the Contract Documents will commence on the date of Substantial Completion. The Certificate of Substantial Completion will be submitted to the Design Professional and Contractor for their written acceptance of responsibilities assigned to them in such Certificate.
- C. Upon Substantial Completion of the whole Work and upon application by the Contractor and certification by the Design Professional, the Owner will make payment, reflecting adjustment in retainage, if any, for such Work as provided in the Contract Documents.
- D. After Substantial Completion of the whole Work, the Design Professional may, at the Design Professional's discretion and with the consent of the Contractor's Surety, approve an Application for Payment from which will be retained an amount not less than 1.5 times the Contract value or 1.5 times the estimated cost, whichever is greater, of the Work remaining to be done. Remaining retainage will be released with Final Payment after Final Acceptance of the whole Work.

E. After Substantial Completion, closeout documents as required in Section 01700, Project Closeout, can be submitted to the Owner. The Owner will provide a detailed list of the closeout documents required after receipt and acceptance of the Final Acceptance punch list.

9.08 PARTIAL OCCUPANCY OR USE

- A. The Owner or separate contractors may occupy or use any completed or partially completed portion of the Work at any stage. Such partial occupancy or use may commence whether or not the portion is substantially complete. When the Contractor considers a portion substantially complete, the Contractor will prepare and submit a list to the Design Professional as provided under Subparagraph 9.07 B.
- B. Immediately prior to such partial occupancy or use, the Owner, Contractor and Design Professional will jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.
- C. Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work will not constitute acceptance of the Work not complying with the requirements of the Contract Documents.

9.09 FINAL COMPLETION AND FINAL PAYMENT

- A. Upon receipt of written notice that inspection of the whole Work is ready for Final Acceptance, the Owner and Design Professional will promptly make such inspection and, when the Owner and Design Professional finds the Work acceptable under the Contract Documents and the Contract fully performed, the Owner will promptly issue a Certificate of Final Acceptance stating that to the best of the Owner's and Design Professional's knowledge, information and belief, and on the basis of the Owner's and Design Professional's observations and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents. The Design Professional's Certification of the Final Application for Payment will constitute a further representation that conditions listed in Paragraph 9.09 B. as precedent to the Contractor's being entitled to Final Application for Payment have been fulfilled. In the Final Certificate for Payment, the Design Professional will state the date on which the whole Work was fully complete and acceptable, which date will be the date of Final Acceptance.
- B. Neither final payment nor any remaining retained percentage will become due until the Contractor submits to the Design Professional (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be cancelled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) all final certified payrolls, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and

waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If the Contractor fails to furnish such releases or waivers as the Owner reasonably requires satisfying the Owner that there are no outstanding liens, the Owner may require the Contractor, at the Contractor's expense, to furnish a bond satisfactory to the Owner to indemnify the Owner against such liens. If such lien remains unsatisfied after payments are made, the Contractor will refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees. Upon satisfactory final acceptance of all Work required by the Contract Documents, receipt of notice of final acceptance from the Design Professional and compliance with project closeout of Section 01700 – PROJECT CLOSEOUT, the Contractor will make Application for Final Payment in the same format as progress payments.

- C. Acceptance of final payment by the Contractor, a Subcontractor or material supplier will constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of Final Application for Payment. Such waivers will be in addition to the waiver described in Subparagraph 4.03 D.
- D. All closeout documentation shall be furnished at least seven days before submission of Application for Final Payment.

PART 10 - PROTECTION OF PERSONS AND PROPERTY

10.01 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

10.02 SAFETY OF PERSONS AND PROPERTY

- A. The Contractor will take reasonable precautions for safety of, and will provide reasonable protection to prevent damage, injury or loss to;
 - 1. employees performing Work and other persons who may be affected thereby;
 - 2. the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, or under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-Subcontractors;
 - 3. other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction; and
 - 4. any other property of the Owner, or construction by separate contractors.
- B. The Contractor will give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.
- C. The Contractor will erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying Owners and users of adjacent sites and utilities.

- D. When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor will exercise utmost care and carry on such activities under supervision of properly qualified personnel.
- E. The Contractor will promptly remedy damage and loss to property referred to in Paragraphs 10.02 A.2. and 10.02 A.3. caused in whole or in part by the Contractor, a Subcontractor, a Sub-Subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable, except damage or loss solely attributable to acts or omissions of the Owner or Design Professional or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Paragraph 3.18.
- F. The Contractor will designate a competent person of the Contractor's organization at the site whose duty will be the prevention of accidents. This person will be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Design Professional.
- G. The Contractor will not load or permit any part of the construction or site to be loaded so as to endanger its safety.
- H. The Contractor will comply with the provisions of the Occupational Safety and Health Act of 1970, 84 Stat. 1190, 29 U.S.C. 611 et seq. (as amended), and applicable regulations and requirements under said Act. The Contractor will maintain an accurate record of all accidents causing death, traumatic injury, occupational disease, or damage to property, materials, supplies and equipment incidental to Work performed under this Contract.
- The Contractor will be responsible for the preservation of all public and private property and will protect carefully from disturbance or damage all land monuments and property markers until the Design Professional has witnessed or otherwise referenced their location and will not move them until directed.
- J. The Contractor will be responsible for all damage or injury to property of any character during the prosecution of the Work resulting from any act, omission, neglect, or misconduct in the Contractor's manner or method of executing the Work, or at any time due to defective Work or materials, and said responsibility will not be released until the Project will have been completed and accepted.
- K. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the Work, or in consequence of the non-execution thereof, by the Contractor, Contractor will restore, such property, at the Contractor's own expense, to a condition similar or equal to that existing before such damage or injury was done, by repairing, or otherwise restoring, as may be directed, or Contractor will make good such damage or injury in an acceptable manner.
- L. Work that is to remain in place which is damaged or defaced by reason of Work performed under this Contract will be restored at no additional cost to the Owner.

- M. Until the Design Professional's Final Written Acceptance of the whole Work, excepting only those portions of the Work accepted in accordance with Paragraph 9.07 B. herein, the Contractor will have the charge and care thereof and will take every precaution against injury or damage to any part due to the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the Work. The Contractor will rebuild, repair, restore, and make good all injuries or damages to any portion of the Work occasioned by any of the above causes before Final Completion and will bear the expense thereof.
- N. If the Work is suspended for any cause whatsoever, the Contractor will be responsible for the Work during such suspension and will take such precautions necessary to prevent damage to the Work. The Contractor will provide for normal drainage and will erect necessary temporary structures, signs, or other facilities. If the Owner orders the suspension of the Work, additional compensation or extension of time may be claimed by the Contractor. During such period of suspension of Work, the Contractor will properly and continuously maintain in an acceptable growing condition all living material in newly established plantings, seedlings, and sod furnished under the Contract, and will take adequate precautions to protect new tree growth and other important vegetative growth against injury.
- O. The Contractor will be solely responsible for the means, methods, techniques, sequences, and procedures of construction. The Contractor will be responsible to the Owner for the acts and omissions of all Contractor's employees and Subcontractors, their agents and employees, and all other persons performing any of the Work under a contract with the Contractor.

10.03 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor will act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency will be determined as provided in Paragraph 4.03 and Part 7, CHANGES IN THE WORK.

PART 11 – UNCOVERING AND CORRECTION OF WORK

11.01 UNCOVERING OF WORK

- A. If a portion of the Work is covered contrary to the Owner's/Design Professional's request or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the Owner/Design Professional, be uncovered for the Owner's/Design Professional's observation and be replaced at the Contractor's expense without change in the Contract Time.
- B. If a portion of the Work has been covered which the Design Professional has not specifically requested to observe prior to its being covered, the Owner/Design Professional may request to see such Work and it will be uncovered by the Contractor. If such work is in accordance with the Contract Documents, costs of uncovering and replacement will, by appropriate Change Order, be charged to the Owner. If such Work is not in accordance with the Contract Documents, the Contractor will pay such costs unless the condition was caused by the Owner or a separate contractor in which event the Owner will be responsible for payment of such costs.

11.02 CORRECTION OF WORK

- A. The Contractor will promptly correct Work rejected by the Owner/Design Professional for failing to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Contractor will bear costs of correcting such rejected Work, including additional testing and inspections and compensation for the Design Professional's services and expenses made necessary thereby.
- B. If, within one year after the Date of Substantial Completion of the whole Work or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, the Contractor will correct it promptly after receipt of a written notice from the Owner to do so. This obligation will survive termination of the Contract. The Owner will give such notice promptly after discovery of the condition.
- C. The Contractor will remove from the site portions of the Work which are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.
- D. If the Contractor fails to correct non-conforming work within a reasonable time, the Owner may correct it in accordance with Paragraph 2.04. If the Contractor does not proceed with correction of such non-conforming work within a reasonable time fixed by written notice from the Owner or Design Professional, the Owner may remove it and store the salvageable materials or equipment at the Contractor's expense. If the Contractor does not pay costs of such removal and storage within ten days after written notice, the Owner may, upon ten additional days' written notice, sell such materials and equipment at auction or at private sale and will account for the proceeds thereof, after deducting costs and damages that should have been borne by the Contractor, including compensation for the Owner's or Design Professional's services and expenses made necessary thereby. If such proceeds of sale do not cover costs which the Contractor should have borne, the Contract Sum will be reduced by the deficiency. If payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor will pay the difference to the Owner.
- E. The Contractor will bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate Contractors caused by the contractor's correction or removal of Work which is not in accordance with the requirements of the Contract Documents.
- F. Nothing contained in Paragraph 11.02 will be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents. Establishment of the time period of one year as described in Subparagraph 11.02 B relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

- G. Upon completion of the whole Work, the Owner and the Design Professional will expeditiously make final inspection in accordance with Section 01700 PROJECT CLOSEOUT, and will notify the Contractor of Final Acceptance. Such Final Acceptance, however, will not preclude or stop the Owner from correcting any measurement, estimate, or certificate made before or after completion of the whole Work, nor will the Owner be precluded or stopped from recovering from the Contractor or Contractor's Surety, or both, such overpayment as may be sustained, by failure on the part of the Contractor to fulfill Contractor's obligations under the Contract. A waiver on the part of the Owner of any breach of any part of the Contract will not be held to be a waiver of any other or subsequent breach.
- H. The Contractor, without prejudice to the terms of the Contract, will be liable to the Owner for latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards to the Owner's rights under any warranty or guaranty.

11.03 ACCEPTANCE OF NON-CONFORMING WORK

If the Owner prefers to accept Work which is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate as determined by the Owner in its reasonable discretion Such adjustment will be effected whether or not Final Payment has been made.

PART 12 - MISCELLANEOUS PROVISIONS

12.01 GOVERNING LAW

The Contract will be governed by the law of the State of Florida. Venue for any action, arising from or related to the Contract, will be in the Florida State Circuit Court in and for the 13th Circuit, Hillsborough County, such court having sole and exclusive jurisdiction. Confidential mediation with the mediator selected by the Owner shall be a condition precedent to litigation.

12.02 SUCCESSORS AND ASSIGNS

- A. The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, contracts and obligations contained in the Contract Documents. Except as hereinafter provided, the Contractor will not assign or sublet this Contract in whole or in part without the written consent of the Owner, nor will the Contractor assign any monies due or to become due to Contractor hereunder without the previous written consent of the Owner. If the Contractor attempts to make such assignment without such consent, the Contractor will nevertheless remain legally responsible for all obligations under the Contract.
- B. The Owner reserves the right to transfer its interests herein to any other governmental body created or authorized by law to operate the Airport.

12.03 WRITTEN NOTICE

Written notice will be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended, on the date of

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delivery, or if delivered at or sent by registered or certified mail to the last business address known to the party giving notice on the date of mailing.

12.04 RIGHTS AND REMEDIES

- A. Except as otherwise provided in the Contract Documents, duties and obligations imposed by the Contract Documents and rights and remedies available thereunder will be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.
- B. No action or failure to act by the Owner or Design Professional will constitute a waiver of a right or duty afforded them under the Contract, nor will such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.
- C. Continued performance by the Owner as to the terms of this Contract after default by the Contractor will not be deemed a waiver by the Owner of the right to cancel for any subsequent default. Inspections, measurements or certificates issued by the Owner, payments of money, acceptance of any Work, grants of any extension of time, or any other action taken by the Owner will not operate as a waiver of any provisions of the Contract or any power therein reserved to the Owner of any rights to damages therein provided. Any waiver of any breach of Contract will not be held to be a waiver of any other or subsequent breach.
- D. To the maximum extent permitted by applicable law, Contractor agrees it will not seek equitable adjustment of the terms of this Contract and that its remedies are limited to those specified herein.

12.05 TESTS AND INSPECTIONS

- A. Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction will be made at an appropriate time. The Contractor will give the Owner and Design Professional timely notice of its readiness so the Design Professional may observe such inspections, tests or approvals conducted by the Contractor or public authorities other than the Owner. (Refer to Section 01410 Testing Laboratory Services).
- B. If the Owner, Design Professional, or other public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Subparagraph 12.05 A., the Design Professional will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval and the Contractor will give timely notice to the Owner and Design Professional of when and where such tests, inspections or approvals are to be made so the Design Professional may observe such procedures. The Owner will bear such costs except as provided in Subparagraph 12.05 C.
- C. If such procedures for testing, inspection or approval under Subparagraphs 12.05 A. and 12.05 B. reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, the Contractor will bear all costs made necessary by such failure including those of repeated procedures and compensation for the Design Professional's services and expenses.

- D. The Contractor will secure and promptly deliver to the Owner or Design Professional any required certificates of testing, inspection or approval, any occupancy permits, any certificates of final inspection of any part of the Contractor's Work and any operating permits for any mechanical apparatus, such as elevators, boilers, air compressors, etc., which may be required by law to permit full use and occupancy of the premises by the Owner. Receipt of such permits or certificates by the Owner or Design Professional will be a condition precedent to Substantial Completion of the Work or designated portion thereof.
- E. Tests or inspections conducted pursuant to the Contract Documents will be made promptly to avoid unreasonable delay in the Work.
- F. Notwithstanding any dispute which may arise out of the Work, the Contractor will carry on the work and maintain effective progress to complete same within the Contract Time(s) set forth in the Contract Documents.

12.06 E-VERIFY REQUIREMENTS

- The Contractor agrees to comply with the State of Florida, Office of the Governor, A. Executive Order Number 11-116 (Verification of Employment Status), which states that all agencies under the direction of the Governor are to include, as a condition of all state contracts for the provision of goods or services to the state in excess of nominal value, an express requirement that contractors utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor during the contract term, and an express requirement that contractors include in such subcontracts the requirement that subcontractors performing work or providing services pursuant to the state contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. Any projects with Florida Department of Transportation (FDOT) funding will contain this assurance as a condition for any new Joint Participation Agreements dated after January 4, 2011. The Contractor will verify all of their new employees and will require that their subcontractors verify all of their new employees in accordance with the E-verify requirements set out above.
- B. The Contractor will provide the Owner:
 - 1. E-Verify compliance plans for Contractor and subcontractors. Subsequent applications for payment will include E-Verify compliance plans for subcontractors not included with the initial application for payment.
 - 2. E-Verify Certifications for subcontractors. Subsequent applications for payment will include E-Verify Certifications for subcontractors not included with the initial application for payment.
 - 3. E-Verify reports for any new employees hired by the Contractor and subcontractors since the start of the Contract term. Subsequent applications for payment will include E-Verify reports for any new employees hired by the Contractor and subcontractors not included with the initial application for payment. E-Verify reports will only be required with the Contractor and subcontractors hire new employees and will not be required if the Contractor and subcontractors do not hire any new employees.

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12.07 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES - 49 CFR part 20, Appendix A

The Contractor certifies by signing and submitting its bid and this Contract, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

The Contractor must place the language of this certification in all contracts, purchase orders and other documents binding contractors, subcontractors and suppliers and require that all contractors, subcontractors and suppliers execute such certification and disclose accordingly.

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

PART 13 - TERMINATION OR SUSPENSION OF THE CONTRACT

13.01 TERMINATION BY THE OWNER FOR CAUSE

- A. Owner may terminate this Contract for cause if the Contractor:
 - 1. Fails to commence the Work within the time specified, fails to maintain adequate progress toward completion of the Work, discontinues the prosecution of the Work, abandons the prosecution of the Work, or fails to

- resume Work which has been discontinued within a reasonable time after notice to do so; or
- 2. Fails to perform the Work, fails to provide a sufficient number of adequately skilled workers or supervisory staff who actively staff the Project and prosecute the Work, or fails to have available at the site proper equipment or materials to assure completion of the Work in accordance with the terms of the Contract Documents; or
- 3. Performs the Work unsuitably, or neglects or refuses to remove materials or to perform anew such Work as may be rejected by Owner as unacceptable or unsuitable; or
- 4. Fails to comply with Contract requirements regarding minimum wage payments, EEO, W/MBE or DBE requirements; or
- 5. Disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction; or
- 6. Allows any final judgment against it to remain unsatisfied for a period of 30 days; or
- 7. Becomes insolvent, is declared bankrupt, files for reorganization under the bankruptcy code or commits any act of bankruptcy or insolvency, either voluntarily or involuntarily; or
- 8. Makes an assignment for the benefit of creditors or attempts to assign its rights or obligations under this Contract or any part thereof to any third-party without the prior written consent of the Owner; or
- Consents to or is the subject of any order or decree of any court or governmental authority or agency having jurisdiction appointing a receiver, trustee, or liquidator to take possession or control of all or substantially all of the Contractor's property for the benefit of creditors; or
- 10. Materially breaches any provision in this Contract; or
- 11. If at any time the Surety executing the bonds is determined by the Owner to be unacceptable and the Contractor fails to furnish an acceptable substitute Surety within ten days after notice from the Owner or;
- 12. Fails or refuses to perform any other obligation under this Contract, or fails to remedy such nonperformance within seven (7) days after notice of the occurrence by the Owner; or
- 13. Fails to achieve the required dates of Substantial and/or Final Completion.
- B. When any of the above reasons exist, the Owner may, without prejudice to any other rights or remedies available, give notice, in writing, to the Contractor and the Contractor's Surety. If the Contractor within a period of ten days after receiving such

notice has not commenced in good faith to cure such cause or breach, or if having commenced such cure is not proceeding diligently to complete the cure, the Owner will have full power and authority, without violating this Contract, to immediately take the prosecution of the Work out of the hands of the Contractor, may declare the Contractor in default, and may terminate, in whole or in part, this Contract.

- 1. Upon termination of this Contract, the Owner may, subject to any prior rights of the Contractor's Surety:
 - Take possession of the site and of all materials, equipment, tools, electronic drawings, including but not limited to BIM models, shop drawings and machinery thereon owned by the Contractor; and
 - b. Finish the Work by whatever method the Owner may deem expedient and necessary.
- C. When the Owner terminates this Contract for cause, the Owner will be entitled to hold all amounts due the Contractor at the date of termination until completion of the Work and final evaluation of the Owner's damages associated with the termination. The Contractor will be liable to the Owner for costs and expenses incurred by the Owner in completing the Work, and also for losses, damages, costs and expenses including, but not limited to, direct, indirect and consequential damages. If such costs and expenses exceed the sum that would have been payable under this Contract, then the Contractor and the Surety will be liable and will pay to the Owner the amount of such excess. If the unpaid balance of the Contract Sum exceeds the cost of finishing the Work, including any and all additional costs and expenses to the Owner, such excess, to the extent earned, will be paid to the Contractor and/or Contractor's Surety.
- D. Upon termination of this Contract, the Owner has no liability for anticipated profits for unfinished Work.
- E. Termination of this Contract, or any portion thereof, will not relieve the Contractor or the Contractor's Surety of their liability for past and future damages, losses or claims on Work performed or on account of any act, omission, or breach by the Contractor.

 Liability for liquidated damages, if any, will continue to accrue as set forth in the Contract Documents.
- F. The Owner's right to termination, as set forth herein, shall be in addition to and not a limitation of any and all other rights and remedies available to the Owner, at law, in equity or under the terms of this Contract. If the Owner improperly terminates this Contract for cause, this termination for cause will be converted to and deemed to be a termination for convenience in accordance with the provisions of Paragraph 13.03. In such case, Contractor shall only be entitled to those rights and remedies expressly stated in Paragraph 13.03 and in no event shall Contractor be entitled to any damages or remedies for wrongful termination.
- G. Termination of this Contract, or portion thereof, under this Article does not relieve the Contractor or the Contractor's Surety of its responsibilities for the completed portion of the Work or its obligation for and concerning any just claims arising out of the Work performed.

13.02 SUSPENSION BY THE OWNER FOR CONVENIENCE

The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine. If the whole Work is suspended, all days elapsing due to causes not the fault of the Contractor between the effective dates of the Owner's order to suspend and subsequent order to resume the Work will be excluded from the Contract Time.

13.03 TERMINATION FOR CONVENIENCE OF OWNER

- A. Not withstanding anything else in this Contract, the Owner may terminate performance of the Work under this Contract in whole or in part if the Owner determines that a termination is in the Owner's best interest or its sole and absolute discretion. The Owner will terminate by delivery to the Contractor a Notice of Termination specifying the extent of termination and the effective date.
- B. After receipt of a Notice of Termination, and except as directed by the Owner, the Contractor will immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this Paragraph:
 - 1. Complete Work not terminated and stop Work as specified in the Notice of Termination.
 - 2. Place no further subcontracts or orders (referred to as subcontracts in this paragraph) for materials, services, or facilities, except as necessary to complete the continued portion of the Contract.
 - 3. Terminate all subcontracts to the extent they related to the Work terminated.
 - 4. Assign to the Owner, as directed, all rights, title, and interest of the Contractor under the subcontract terminated, in which case the Owner will have the right to settle or to pay any termination settlement proposal arising out of those terminations.
 - 5. With approval or ratification to the extent required by the Owner, settle all outstanding liabilities and termination settlement proposals arising from the terminations of subcontracts (the approval or ratification will be final for purposes of this paragraph).
 - 6. As directed by the Owner, transfer title and deliver to the Owner (1) the fabricated or unfabricated parts, Work in progress, completed Work, supplies, and other material produced or acquired for the Work terminated, and (2) the completed or partially completed plans, drawings, information, and other property that, if the Contract had been completed, would be required to be furnished to the Owner.
 - 7. Complete performance of the Work not terminated. If it should become necessary to suspend Work for an indefinite period, the Contractor will store all materials in such a manner that they will not become an obstruction nor become damaged in any way. The Contractor will take every precaution to prevent damage or deterioration of the Work performed and provide for normal drainage of the Work. The Contractor will erect temporary structures where necessary to provide for traffic on, to, or from the Airport.

- 8. Take any action that may be necessary, or that the Owner may direct, for the protection and preservation of the property related to this Contract that is in the possession of the Contractor and in which the Owner has or may acquire an interest.
- 9. Use its best effort to sell, as directed or authorized by the Owner, any property of the types referred to in Subparagraph 13.03 B.6. above; provided, however, that the Contractor (1) is not required to extend credit to any purchaser and (2) may acquire the property under the conditions prescribed by, and at process approved by, the Owner. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Owner under this Contract, credited to the price or cost of the Work, or paid in any manner directed by the Owner.
- C. The Contractor may submit to the Owner a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Owner. Within 30 days, the Owner will accept title of those items and remove them or enter into a storage contract. The Owner may verify the list upon removal of the items or, if stored, within 45 days from submission of the list, and will correct the list, as necessary, before final settlement.
- D. After termination, the Contractor will submit a final termination settlement proposal to the Owner in the form and with the certification prescribed by the Owner. The Contractor will submit the proposal promptly, but no later than 60 days from the effective date of termination, unless extended in writing by the Owner upon written request of the Contractor. If the Contractor fails to submit the proposal within the time allowed, the Owner may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and will pay the amount determined. No further compensation will be considered if the Contractor fails to meet the submittal requirements.
 - 1. Subject to Paragraph 13.03 D. above, the Contractor and the Owner may agree upon the whole or any part of the amount to be paid because of the termination. The amount may include a reasonable allowance for profit of Work done. However, the agreed amount may not exceed the total Contract sum as reduced by (1) the amount of payments previously made and (2) the Contract Sum of Work not terminated. The Contract will be amended and the Contractor paid the agreed amount. Paragraph 13.03 F. below will not limit, restrict, or affect the amount that may be agreed upon to be paid under this Paragraph.
- E. If the Contractor and the Owner fail to agree on the whole amount to be paid the Contractor because of termination of the Work, the Owner will pay the Contractor the amounts determined as follows, but without duplication of any amounts agreed upon under Paragraph 13.03 D.1. above:
 - 1. For Contract Work performed before the effective date of termination, the total (without duplication of any items) of:
 - a. The cost of this Work;
 - b. The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the

- termination portion of the Contract if not included in subdivision a. above; and
- c. A sum, as profit on a. above, which will not exceed 5%. If it appears, however, that the Contractor would have sustained a loss on the entire Contract had it been completed, the Owner will allow no profit under this subparagraph c. and will reduce the settlement to reflect the indicated rate of loss.
- d. When the Contract, or any portion thereof, is terminated before completion of all items of Work in the Contract, payment will be made for the actual number of units of Work completed at the Bid Unit Price or as mutually agreed for items of Work partially completed. No claims or loss of anticipated profits will be considered for items of Work completed at the Bid Unit Prices.
- 2. The reasonable costs of settlement of the Work terminated, including:
 - a. Reasonable accounting, clerical, and other expenses necessary only for the preparation of termination settlement proposals and support data;
 - b. The termination and settlement of subcontracts (excluding the amounts of such settlements);
 - c. Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory; and
 - d. Reimbursement for organization of the Work and other overhead expenses (when not otherwise included in the Contract), and moving equipment and materials to and from the site will be considered..
- F. Except for normal spoilage, and except to the extent that the Owner expressly assumed the risk of loss, the Owner will exclude from the amounts payable to the Contractor under Paragraph 13.03 E. above, the fair value, as determined by the Owner, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the Owner or to the buyer.
- G. In arriving at the amount due the Contractor under this paragraph, there will be deducted:
 - 1. All unliquidated advance or other payments to the Contractor under the terminated portion of the Contract;
 - 2. Any claim which the Owner has against the Contractor under this Contract;
 - 3. The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this paragraph and not recovered by or credited to the Owner; and
 - 4. Contractor expressly waives any claim for loss of anticipated profit, overhead of any kind, including home office and jobsite overhead, or other indirect impacts.
- H. Unless otherwise provided in this Contract or by statute, the Contractor will maintain all records and documents (including but not limited to subcontracts, subcontractor change

orders, purchase orders, bid tabulations, proposals, and all other documents associated with the project) relating to the termination portion of this Contract for seven years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this Contract. The Contractor will make these records and documents available to the Owner, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Owner, photographs, microphotographs, electronic media or other authentic reproductions may be maintained instead of original records and documents.

PART 14 - AUDIT REQUIREMENTS

14.01 PAYMENTS

In connection with payments to the Contractor under this Contract, it is agreed the Contractor will maintain full, accurate and detailed books of account and records customarily used in this type of business operation in accordance with generally accepted accounting principles. The Owner, FAA, Federal Highway Administration, Florida Department of Transportation, Florida Department of Financial Services, Florida Auditor General, Florida Inspector General, Florida Chief Financial Officer, and the Comptroller General of the United States, or any duly authorized representative of each, may have the right to audit the Contractor's records for the purpose of making audits, examinations, excerpts, and/or transcriptions and to determine payment eligibility under this Contract and compliance with this Contract. The Owner also has the right to perform inspections or attestation engagements. Access will be to any and all of the Contractor's records, including books, documents, papers, accounting procedures and practices, and any other supporting evidence the Owner deems pertinent to this Contract, as well as records of parent, affiliate and subsidiary companies. The Contractor shall maintain such books and records for seven years after the end of the term of this Contract.

14.02 ACCESS TO RECORDS

If the records are kept at locations other than the Airport, Contractor will arrange for said records to be brought to a location convenient to Owner's auditors to conduct the engagement as set forth in this Article or Contractor may transport Owner's team to location of the records for purposes of undertaking said engagement. In such event, Contractor will pay reasonable costs of transportation, food and lodging for Owner's team.

14.03 RECORDS FORMAT

In the event the Contractor maintains its accounting or Project information in electronic format, upon request by the Owner's auditors, the Contractor will provide a download of its accounting or Project information in an electronic format allowing readership in Microsoft Office products or Adobe Acrobat software.

14.04 RECORDS DELIVERY

Contractor agrees to deliver or provide access to all records requested by Owner's auditors within 14 calendar days of the request at the initiation of the engagement and to deliver or provide access to subsequent requests during the engagement within 7 calendar days of each request. The parties recognize that the Owner will incur additional costs if records requested by Owner's auditors are not provided in a timely manner and that the amount of those costs is extremely difficult to determine with certainty. Consequently, the parties agree that Contractor may be assessed liquidated damages of \$100.00, in addition to other contractual financial requirements, for each item in a records request, per calendar day, for each time Contractor is late in submitting requested records to perform the engagement. Accrual of fees will continue until specific performance is accomplished. This liquidated

damage rate is not an exclusive remedy and Owner retains its rights including but not limited to its rights to elect its remedies and pursue all legal and equitable remedies. The parties expressly agree that these liquidated damages are not a penalty and represent reasonable estimates of fair compensation for the losses that reasonably may be anticipated from such failure to comply.

14.05 ENGAGEMENT

The Owner has the right during any engagement to interview the Contractor's employees, subcontractors, sub-consultants, suppliers or any other persons associated with the Work or this Contract, to make photocopies, and to inspect any and all records upon request. The right to initiate an engagement, inspection or attestation engagement will extend during the Contract period and for six years after the completion date of the Work, or six years after the termination of this Contract, whichever occurs later.

14.06 RECORDS RETENTION

The Contractor will provide all information and reports requested by the Owner, or any of their duly authorized representatives, or directives issued pursuant thereto, and will permit access, for the purpose of performing an audit, examination, inspection, or attestation engagement, to the Contractor's books, records, accounts, documents, papers, or other sources of information, and its facilities as may be determined by the Owner to be pertinent to ascertain compliance with this Article. The Contractor will keep all Project accounts and records which fully disclose the amount of the Contractor's Bid. The accounts and records will be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984, as amended.

14.07 OVERCHARGE PROVISIONS

In the event the Contractor has overcharged the Owner, the Contractor will re-pay the Owner the amount of the overcharge, plus interest on the overcharge amount up to 12% per year from the date the overcharge occurred. In addition, if the Contractor has overcharged the Owner by more than 3% of the correct reimbursable amount, the Owner may assess and the Contractor will pay for the entire cost of the audit.

14.08 SUBCONTRACT AUDIT PROVISIONS

The Contractor will include in all subcontractor, sub-consultant and supplier contracts a provision which provides the Owner the same rights to audit as provided in this Article.

14.09 OWNER'S RIGHT TO AUDIT

Approvals by Owner's staff for any services not included in this Contract do not act as a waiver or limitation of the Owner's right to audit.

PART 15 - CIVIL RIGHTS

15.01 GENERAL REQUIREMENT FOR CONTRACTS

Subject to the applicability criteria noted in the specific Contract provisions, these Contract provisions apply to all work performed on the Contract. Failure to comply with the terms of these Contract provisions may be sufficient grounds to:

1. Withhold progress payments or final payment,

- 2. Terminate the Contract,
- 3. Seek suspension/debarment, or
- 4. Any other action determined to be appropriate by the Owner or the FAA.

15.02 CIVIL RIGHTS – GENERAL - 49 USC § 47123

A. The Contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

B. Duration:

- 1. This provision binds the Contractor from the bid solicitation period through the completion of the Contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.
- 2. This provision also obligates the Contractor or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon. In these cases the provision obligates the Contractor for the longer of the following periods:
 - The period during which the property is used by the Owner or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits;

or

ii. The period during which the Owner or any transferee retains ownership or possession of the property.

END OF SECTION

SECTION 00820 – WOMAN AND MINORITY OWNED BUSINESS ENTERPRISE (W/MBE)

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Woman and Minority Owned Business Enterprise (W/MBE) documents include:
 - 1. Authority Non-Federally Funded Policy
 - 2. Certified W/MBE Directory
 - 3. W/MBE Application
 - 4. Personal Statement of Net Worth
- B. The above listed W/MBE documents are not included herein but can be obtained in Adobe Acrobat format by accessing the "Airport Business" section of the Owner's website, www.tampaairport.com.

END OF SECTION

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I401A1	LEVEL 01 PART A1 FURNITURE PLAN
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I401B8	LEVEL 01 PART B8 FURNITURE PLAN
I401B9	LEVEL 01 PART B9 FURNITURE PLAN
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F201B3	LEVEL 01 PART B3 FIRE PROTECTION PLAN
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E201B8	LEVEL 01 PART B8 LIGHTING PLAN
E201B9	LEVEL 01 PART B9 LIGHTING PLAN
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E202B3	LEVEL 02 PART B3 LIGHTING PLAN
E203B3	LEVEL 03 PART B3 LIGHTING PLAN
E204B3	LEVEL 04 PART B3 LIGHTING PLAN
E204B8	LEVEL 04 PART B8 LIGHTING PLAN
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E301A1	LEVEL 01 PART A1 NEW POWER PLAN
E301B3	LEVEL 01 PART B3 NEW POWER PLAN
E301B7	LEVEL 01 PART B7 NEW POWER PLAN
E301B8	LEVEL 01 PART B8 NEW POWER PLAN
E301B9	LEVEL 01 PART B9 NEW POWER PLAN
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T201B8	LEVEL 01 PART B8 TECHNOLOGY PLAN
T201B9	LEVEL 01 PART B9 TECHNOLOGY PLAN
T201B13	LEVEL 01 PART B13 TECHNOLOGY PLAN
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T203B13	LEVEL 03 PART B13 TECHNOLOGY PLAN
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T204B3	LEVEL 04 PART B3 TECHNOLOGY PLAN
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END OF SECTION