



(BID SET)

HILLSBOROUGH COUNTY  
AVIATION AUTHORITY

**PROJECT MANUAL**

(Containing Bidding and Contract Requirements, and Specifications)

FOR

**NEW TAXIWAY A AND BRIDGE**

AUTHORITY PROJECT NUMBER: 8825 18

TAMPA INTERNATIONAL AIRPORT  
TAMPA, FLORIDA

Prepared By: Procurement Department

SOLICITATION NUMBER: 19-411-012

ISSUE DATE: February 11, 2019



Hillsborough County Aviation Authority  
**Solicitation Addendum**

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**Addendum No.:** 1  
**Solicitation No.:** 19-411-012  
**Solicitation Title:** New Taxiway A and Bridge  
**Addendum Date:** February 27, 2019  
**Procurement Agent:** James Hanney

**NOTE:** The due date for submission of the Response has been revised to **March 27, 2019** by **2:00 p.m.**

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**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.

**REPLACE WITH** The attached revised Section 00020 – INVITATION TO BID, in its entirety.

**Questions and Responses:**

**Q.1 We are very interested on bidding this project as a General contractor, please advise if the prime contractor must be a FDOT certified company.**

R.1 The Bidder is not required to be an FDOT certified company.

**Q.2 Is there an engineer's estimate, or budget, for this project?**

R.2 The Engineer's Estimate will be disclosed after the Bid Opening. The total budget for this Project, to include construction, professional services, and other project costs, is \$57,840,000.

**Q.3 Is there a list of approved TIA Subs /Suppliers available?**

R.3 No. The Authority does not have a list of approved subcontractors or suppliers.



**Q.4 Please refer to the elevation on S-100, S-130 And S-140. What is the width of the unreinforced 6" slabs in between the drilled shaft caps?**

R.4 The width shall be 3'-0".

**Q.5 Please refer to the elevation on S-100, S-130 And S-140. Please specify the ready mix for the unreinforced 6" slabs in between the drilled shaft caps.**

R.5 Use concrete FDOT Concrete Class IV Substructure (pay item 400-4-5).

**Q.6 The plans specify grout filled post-tensioned (PT) ducts which contradicts the waxed filled ducts required in the 2018 FDOT Standard Specifications. Please confirm that the Contractor shall include grout filled PT ducts as shown in the bid set.**

R.6 All PT Ducts in this Project shall be grout filled as shown on the Plans.

**Q.7 In order to verify bid quantities to nearest unit, can the Authority provide the CAD files for existing and proposed grades?**

R.7 CAD files for existing and proposed grades have been posted on the Authority website with the posting of this Addendum No. 1. No further CAD files will be provided during the bidding process. Files shall be used for informational purposes only. Contract Documents (pdf) will govern if there are any differences between the CAD files and the Plans.

**Q.8 Please refer to the Holiday Blackout Periods outlined in the Technical Specifications. Are the days in the blackout periods chargeable days against the 660 day contract time?**

R.8 Blackout periods are included in the 660 days. Blackout scopes are limited in nature so review the specific restrictions in the Contract Documents.

**Q.9 Please provide the timetable for the Hillsborough County Aviation Authority and Frontier Airlines duct banks to be relocated by others?**

R.9 The work indicated for relocation of the Authority and Frontier Communications fiber optic duct banks by others is anticipated to be complete before the Notice to Proceed is issued to the successful Bidder.

**Q.10 We were looking for prospective bidders that would want to provide a quote to us. Is there a list of document holders?**

R.10 As of February 25, 2019, the following companies have downloaded the Contract Documents for this Solicitation:

Infrastructure and Industrial Constructors Southeast Inc  
Zep Construction Inc  
Hubbard Construction Company  
Florida Hydroseeding Erosion Control  
The Middlesex Corporation  
Anthony Allega Cement Contractor Inc  
Crouse Hinds Airport Lighting Products  
Crisdel Group Inc  
Prince Contracting LLC  
Kiewit Infrastructure South Co  
Pepper Contracting  
Hughey Phillips  
Lagan Construction LLC  
Superior Construction  
Interstate Sealant Concrete Inc  
Allen Enterprises  
Precision Approach LLC  
Lumacurve Airfield Signs  
Danton Hydroblasting  
Penhall Company  
ABC Construction Inc  
Preferred Materials  
Astronics DME  
Himes Electric Inc  
MRS Airfield Lights Supplies LLC  
Matcon Construction Services  
Ajax Paving Industries of Florida LLC  
Hypower Inc  
Civil Site Constructors Inc  
JMD Building Products  
Multi Electric Mfg  
Johnson Bros  
FH Electric  
Gibbs Register Inc  
Tierra Inc  
SPC Construction Group  
LS Diversified LLC  
American Infrastructure Services  
Test Lab Inc  
Bandes Construction Company Inc  
Cone & Graham Inc  
David Nelson Construction Co  
Axtells Pavement Solution

Astra  
American Bridge Company  
McCarthy Improvement Company  
John B Webb Associates  
Case Atlantic Company  
Florida Hydroseeding and Erosion Control  
Florida Concrete Pipe Association  
Coordinated Construction Project Control Services  
North Electric  
MC Squared Inc  
BAUER Foundation Corp

**Q.11 The existing taxiway bridge directly beside the proposed bridge was constructed with a 1'8" tall concrete parapet and railing. The plans for the proposed bridge show a shorter (1'0" high) concrete parapet and no railing. Please confirm that a railing for the bridge is not included in this contract.**

R11 The railing is not included in this Contract. The 1'-0" parapet in the Plans is required.

**Q.12 After reviewing the contract documents for this project, we have identified there is a high level of complexity throughout the project scope. This will require us to recruit highly competent subs and suppliers to provide the best end product. We respectfully request the bid date be extended two weeks so that we can provide you with the most qualified, economical bid. Is HCAA open to extending the bid date?**

R.12 Yes. See attached revised Section 00020 – INVITATION TO BID. Bid Submittal Time and Date has been revised to March 27, 2019 by 2:00 p.m. In addition, the Request for Clarification Deadline has been revised to March 13, 2019 by 2:00 p.m. and the Final Addendum Date has been revised to March 20, 2019 by 5:00 p.m.

**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**

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**Addendum No.:** 2  
**Solicitation No.:** 19-411-012  
**Solicitation Title:** New Taxiway A and Bridge  
**Addendum Date:** March 8, 2019  
**Procurement Agent:** James Hanney

**NOTE:** The due date for submission of the Response remains on **March 27, 2019 by 2:00 p.m.**

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

**Remove and Replace:**

**REMOVE** Section 00340 – BID SCHEDULE.  
**REPLACE WITH** The attached revised Section 00340 – BID SCHEDULE, in its entirety.

**REMOVE** Section 01020 – OWNER’S ALLOWANCES, Page 01020-1.  
**REPLACE WITH** The attached revised Section 01020 – OWNER’S ALLOWANCES, Page 01020-1, in its entirety.

**REMOVE** Section 01040 – PROJECT COORDINATION, Page 01040-4.  
**REPLACE WITH** The attached revised Section 01040 – PROJECT COORDINATION, Page 01040-4, in its entirety.

**REMOVE** Section 01110 – AIRPORT PROJECT PROCEDURES, Pages 01110-7 through 01110-11.  
**REPLACE WITH** The attached revised Section 01110 – AIRPORT PROJECT PROCEDURES, Pages 01110-7 through 01110-11, in their entirety.

**REMOVE** Section 01315 – SCHEDULES, PHASING, Page 01315-1.  
**REPLACE WITH** The attached revised Section 01315 – SCHEDULES, PHASING, Page 01315-1, in its entirety.

**REMOVE** Section 01340 – SHOP DRAWINGS, Page 01340-7.  
**REPLACE WITH** The attached revised Section 01340 – SHOP DRAWINGS, Page 01340-7, in its entirety.

**REMOVE** Section 01400 – QUALITY CONTROL SERVICES, Pages 01400-12 through 01400-22.  
**REPLACE WITH** The attached revised Section 01400 – QUALITY CONTROL SERVICES, Pages 01400-12 through 01400-22, in their entirety.

**REMOVE** Section 01410 – TESTING LABORATORY SERVICES.  
**REPLACE WITH** The attached revised Section 01410 – TESTING LABORATORY SERVICES, in its entirety.

**REMOVE** Section 01545 - UTILITIES.  
**REPLACE WITH** The attached revised Section 01545 - UTILITIES, in its entirety.

**REMOVE** Section 01650 – CONSTRUCTION SALVAGE AND WASTE MANAGEMENT, Page 01650-4.  
**REPLACE WITH** The attached revised Section 01650 – CONSTRUCTION SALVAGE AND WASTE MANAGEMENT, Page 01650-4, in its entirety.

**REMOVE** Specification P-100 – FDOT Standard Specifications.  
**REPLACE WITH** The attached revised Specification P-100 – FDOT Standard Specifications, in its entirety.

**REMOVE** Specification P-101 – Preparation/Removal of Existing Pavements.  
**REPLACE WITH** The attached revised Specification P-101 – Preparation/Removal of Existing Pavements, in its entirety.

**REMOVE** Specification P-501 – Cement Concrete Pavement.  
**REPLACE WITH** The attached revised Specification P-501 – Cement Concrete Pavement, in its entirety.

**REMOVE** Specification P-610 – Concrete for Miscellaneous Structures.  
**REPLACE WITH** The attached revised Specification P-610 – Concrete for Miscellaneous Structures, in its entirety.

**REMOVE** Plan Sheets G-208, EL313, EL316, EL317, EL413, EL416, EL417, EL503, EL504 and EL508.

**REPLACE WITH** The attached revised Plan Sheets G-208, EL313, EL316, EL317, EL413, EL416, EL417, EL503, EL504 and EL508, in their entirety.

**Add:** Attached Section 01540 – CONSTRUCTION SAFETY AND SECURITY REQUIREMENTS.

**Add:** Attached HILLSBOROUGH COUNTY AVIATION AUTHORITY CONSTRUCTION SAFETY & SECURITY GUIDELINES MANUAL.

**Add:** Attached Master Plan Construction Phase Processes.

**Questions and Responses:**

**Q.1 Regarding the subject project, can welded wire fabric be used as a substitute in the reinforced concrete panels in lieu of the #4 bars 12” OC (Each Way)?**

R.1 No. Use bars as indicated in the plans.

**Q.2 Pay Item 415-1-5. Refer to sheets S-106 & S-105. Plan sheet S-106 elevation plan shows a quantity of 21 ea. Dowels (section BB, sheet S-105). Section AA represented on the plan sheet S- 105, illustrates that Dowels continue throughout that section as well. Please clarify quantity for the Dowels at Abutment 4.**

R.2 As shown on Plan Sheet S-105, there are 21 dowels along half of abutment and all information shown on Plan Sheet S-105 is symmetrical about CL of structure. Therefore, there are a total of 42 dowels along abutment 4.

**Q.3 Please clarify composition for bid item 400- 2 4 CONC CL II, BR SUPERSTR- 90 CY. Please confirm that the bid item CONC CL II, APPR SLABS- 854 CY includes Sleeper Slab.**

R.3 Pay Item 400-2-4 covers concrete in parapet along the bridge and over MSE walls. It also includes the concrete for junction slab next to MSE wall shown on Sheet S-600. The quantity for Pay Item 400-2-10 includes concrete for sleeper slabs.

**Q.4 Regarding P306 Lean Concrete and Existing Concrete Demolition: Will there be crushed concrete aggregate from other projects on site that is available for the contractor to use and incorporate into this project?**

R.4 No. Contractor may only use material generated from work included (demolished) in this Project.

**Q.5 Regarding P306 Lean Concrete and Existing Concrete Demolition: 2)If it is to be used in this project does the crushed concrete meet specifications?**

R.5 All material must meet specifications for the Project. Contractor to determine amount and viability of existing material to meet specifications.

- Q.6 Regarding P306 Lean Concrete and Existing Concrete Demolition: Will crushing be allowed on site at staging area shown on the plans for the existing demolition on this project?**
- R.6 Yes. Crushing will be allowed in the staging area. Contactor is responsible for permitting and all other necessities required for that operation including dust control.
- Q.7 Regarding P306 Lean Concrete and Existing Concrete Demolition: If there is excess crushed material will that be the property of the contractor or the Owner?**
- R.7 Excess crushed concrete material will be allowed to be used within the Project if it meets specifications for the work items identified for use by the Contractor. All material not used in the Project will become the property of the Owner. In addition, if the Contractor elects not to crush the material on site, then existing concrete and lean concrete material shall be stockpiled in the staging area for future crushing by the Owner.
- Q.8 Please reference specification P306 and P501 Acceptance....The Contractor shall make all cylinders/beams, cure cylinder/beams, and deliver cylinders/beams to the Owner's Q/A testing organization lab cure room within ... 5)Question: Who will be the Owners QA testing organization and will they have a facility located on site for specimen delivery? If not what is the address of the QA testing facility?**
- R.8 The Owner's testing organization is Tierra, Inc. Their address is: 7351 Temple Terrace Highway, Tampa, Florida 33637.
- Q.9 Please reference the P501 Specification P501-2.1b Fine Aggregate: The chart shows that the FM of the fine aggregate for concrete shall be  $2.50 < FM < 3.40$ . The FM of natural locally available FDOT approved concrete sand is  $< 2.50$ . 6)Question: Will the FM requirements for fine aggregate be waived so locally available FDOT approved concrete sand can be used on this project?**
- R.9 See attached revised Specification P-501 – Cement Concrete Pavement. The following sentence is added to paragraph 501-2.1(b) "Fineness Modulus (FM) for fine aggregate may be lower than specified target range but must meet all other material requirements and be certified by FDOT for use in concrete pavement."
- Q.10 The P501 specification for concrete paving allows the use of Blast Furnace Slag and Crushed Concrete for Coarse aggregate. Please Reference: P501 2.1 c. Coarse aggregate. Aggregates delivered to the mixer shall consist of crushed stone, crushed or uncrushed gravel, air-cooled iron blast furnace slag, crushed recycled concrete pavement, or a combination. Question is it the intent to allow slag or crushed concrete as Coarse Aggregate for the P501 in this project?**

- R.10 Slag will not be allowed for use as an aggregate.
- Q.11 P501-6.6.b.(4) Project calls for Profilograph testing: Project of this nature (low speed and changing grade) not necessary. In lieu of Profilograph QA Acceptance testing is a straight edge testing plan acceptable as on past projects of this nature at TIA?**
- R11 No. Follow profilograph testing as indicated.
- Q.12 Note #6 on plan sheet G-208 contains 6 bullet points defining a sequence of construction. If the existing airfield signs are removed prior to installing new signs at a later date (after new sign pads have cured), it seems that during Phase 1F significant portions of the airfield could be operating without any signs. Is our understanding correct?**
- R.12 See attached revised Plan Sheet G-208.
- Q.13 Is there an Engineers Estimate for this project?**
- R.13 See R.2 in Addendum No. 1.
- Q.14 Pay Item 548-12 0548 12 RETAINING WALL SYSTEM, PERMANENT, EXCLUDING BARRIER. Refer to sheet S-610 through 611 – Please confirm the MSE Wall quantity.**
- R.14 The MSE wall quantity has been reviewed and updated. The new quantity is 16,042 SF.
- Q.15 Refer to sheets S-616, S-618. Please Identify pay item for Temporary Sheet Pile Walls.**
- R.15 The temporary sheet pile wall was shown under Pay Item 548-13 but it is now revised to Pay Item 455-133-2.
- Q.16 I have the following questions/requests for clarifications.**
- Regarding replacement panels: Would it be possible to identify the specific manufacturer's signs?**
- R.16 Refer to revised Plan Sheets EL503 and EL504 for manufacturer information.
- Q.17 Regarding replacement panels: Panel counts (33) don't match bid count (35) for L-125-5.9. However, unclear what is required for sign #430 (planset pg EL503).**
- R.17 See attached revised Section 00340 – BID SCHEDULE and the attached revised Plan Sheet EL503.



- Q.18** Regarding replacement panels: FAA requires all panels in the same message, or co-located of same color, be replaced to maintain color consistency. Signs affected are: **440, 442, 445, 530, 533 (planset pg EL504).**
- R.18 See attached revised Section 00340 – BID SCHEDULE and attached revised Plan Sheet EL504.
- Q.19** Regarding new signs: Sign counts (98) don't match bid count (100). L-125-5.5: Sign Count (17); Bid Count (18). L-125-5.6: Sign Count (66); Bid Count (67).
- R.19 See attached revised Section 00340 – BID SCHEDULE.
- Q.20** Regarding new signs: Centered Sign ID Label: Adhesive 3" letters, white reflective on black background. Adhesive labels have a tendency to become FOD. Will 2" black letters on yellow background and screw-mounted in a black holder suffice as an accepted equivalent?
- R.20 Adhesive letters will remain the requirement for this Project.
- Q.21** Pay Item 548-13 RETAINING WALL SYSTEM, TEMPORARY, EXCLUDING BARRIER – 2,157 Sf.  
Refer to sheets S-613  
Please confirm the wall quantity, per plan sheet S-613 it appears that Wire Face MSE wall quantity is much greater than represented in the pay item 548-13.
- R.21 The wire face MSE wall quantity is included with Pay Item 548-12, Retaining wall system, Permanent excluding barrier. Pay Item 548-13 was to cover quantity of temporary steel sheet pile wall shown on plan sheets S-616 through S-618. This Pay Item will be replaced with Pay Item 455-133-2, Sheet piling steel, temporary-critical.
- Q.22** 101-3.2, Preparation of Joints and Cracks prior to overlay/surface treatment is part of this specification, however the method of payment 101-4.2 specific to this item of work has been removed. How will this work be paid?
- R.22 This item is incidental to P-403 Asphalt Mix Pavement.
- Q.23** 101-3.4, Concrete Spall or Failed Asphaltic Concrete Pavement Repair is part of this specification, however the method of payment for 101-4.4 specific to this item of work has been removed. How will this work be paid?
- R.23 This item is incidental to P-403 Asphalt Mix Pavement.
- Q.24** 101-3.6, Preparation of Asphalt Pavement Surfaces prior to surface treatment is part of this specification, however there is no method of payment for 101-3.6a, removal or replacement of damaged pavement. How will this work be paid?

- R.24 This item is incidental to P-608 Emulsified Asphalt Seal Coat.
- Q.25 101-3.6, Preparation of Asphalt Pavement Surfaces prior to surface treatment is part of this specification, however there is no method of payment for 101-3.6b, repair joints or cracks. How will this work be paid?**
- R.25 This item is incidental to P-608 Emulsified Asphalt Seal Coat.
- Q.26 101-3.8, Preparation of Joints in Rigid Pavement prior to resealing is part of this specification, however there is no method of payment. How will this work be paid?**
- R.26 This item is incidental to P-501 Portland Cement Concrete Pavement.
- Q.27 101-3.8.1, Removal of Existing Joint Sealant is part of this specification, however there is no method of payment. How will this work be paid?**
- R.27 This item is incidental to P-501 Portland Cement Concrete Pavement.
- Q.28 101-3.8.2, Cleaning prior to Sealing is part of this specification, however there is no method of payment. How will this work be paid?**
- R.28 This item is incidental to P-501 Portland Cement Concrete Pavement.
- Q.29 101-3.8.3, Joint Sealant is part of this specification, however there is no method of payment. How will this work be paid?**
- R.29 This item is incidental to P-501 Portland Cement Concrete Pavement.
- Q.30 101-3.9.2, Joint Sealant is part of this specification, however there is no method of payment. How will this work be paid?**
- R.30 This item is incidental to P-501 Portland Cement Concrete Pavement.
- Q.31 101-3.9.3, Crack Sealant is part of this specification, however there is no method of payment. How will this work be paid?**
- R.31 This item is incidental to P-501 Portland Cement Concrete Pavement.
- Q.32 Section 501-6.2 (2nd paragraph) States the contractor shall make all beams and deliver to QA lab. Section 501-6.5 (2) The CM will be responsible for casting, initial curing, transportation and curing of specimens as per ASTM C31. These appear to contradict. Please clarify.**

- R.32 The Contractor is required to make the beams and deliver to the QA Lab. See attached revised Section P-501 – Cement Concrete Pavement, where Paragraph 501-6.5 (2) is modified to delete “CM” and replace with “Contractor”.
- Q.33 Section 610-4.1 The 2nd sentence states the CM will basically sample and cast test cylinders. The 4th sentence states the contractor will make sample and make test cylinders and deliver to QA lab. Please clarify.**
- R.33 The Contractor is required to make the cylinders. See attached revised Specification P-610 – Concrete for Miscellaneous Structures, where the 2<sup>nd</sup> sentence is modified to delete “CM” and replace with “Contractor”.
- Q.34 The Project Schedule shown on sheet G-201 shows Phase 1F (airfield signage replacement) being completed concurrently with Phase 1A and prior to the start of Phases 1B, 1C, 1D, 1E, 1G, 2 and 3. Sheet G-213 calls for the replacement of sign 641 in Phase 1F-12. This sign falls outside of the limits of the work area for Phase 1F-12, and lies within the limits of existing taxiway B6. This taxiway remains active until Phase 3B. Please confirm when this sign is to be installed and that it is not needed for airport operations until such time as it can be installed.**
- R.34 Existing sign S641 shall be removed during Phase 1F-12. New sign S641 shall be constructed during Phase 3.
- Q.35 Follow up to my message,,,will there be a Fabrication Signage Scope?**
- R.35 See Specification L-125 for airfield signage scope.
- Q.36 Please clarify what the expectation of progress photographs are, as described in Section 01040 – PROJECT COORDINATION, Page 01040-4, Item 1.06, A.**
- R.36 See attached revised Section 01040 – PROJECT COORDINATION, Page 01040-4. Progress photographs are required for three different aerial views and will be provided monthly to the Owner.

**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

## CONSTRUCTION SAFETY & SECURITY GUIDELINES MANUAL



## Preface

It is the responsibility of the Contractor/Design Builder (C/DB) to maintain total control of safety and security to ensure that employees and the general public are provided with an environment free of hazards during construction and renovation activities. This program does not relieve the C/DB of its responsibilities regarding the safety and security of its employees, the employees of its Subcontractors, protection of the general public and the preservation of property.

**Contractors/Design Builders are required to develop their own written site-specific safety and security plans for the work.** At a minimum, the safety and security plan shall meet the requirements of 29CFR1926, OSHA Construction Industry Regulations, applicable state and local safety requirements, the C/DBC/DB safety plan, and the requirements established in this Hillsborough County Aviation Authority (“Owner”) Construction Safety and Security Guidelines Manual and Specification Section 01540 – Construction Safety and Security Requirements.

The guidelines in this manual supplement all government rules, codes and regulations. They do not negate, abrogate, alter or otherwise change any provisions of any applicable laws, rules, codes and/or regulations, and are intended to supplement the safety program of the C/DB and the overall safety and security effort. It is understood that the ultimate responsibility for providing a safe place to work rests with the C/DB.

These guidelines are established to aid in the prevention of job-related accidents and health problems during the construction at Tampa International Airport and ensure the Airport remains a secure environment. These guidelines set forth elements which all C/DBs and Subcontractors shall include in their safety and security plans. This manual is not all-inclusive. Other elements may be added, or conveyed individually to the C/DB and Subcontractors to whom they expressly apply. There are other essentials which the C/DBs, by nature of the specific type of work being performed, must integrate within their own safety and security plans.

These guidelines set forth basic rules for all personnel involved in the construction of the Project. The intent of these guidelines is to enhance and supplement the safety and security standards which are required by the contract documents. C/DB and its Subcontractors shall not assume that they are responsible only for those requirements which are referenced in these guidelines, nor that they are current and quoted as published. It is the responsibility of the C/DB and its Subcontractors and their employees to ensure that they are in compliance and that their safety and security plans are in compliance with all contract documents.

The C/DB and Subcontractor shall not receive additional payment or reimbursement for safety items and procedures which have been identified as required by the Contract Documents.

Failure to comply with the contract safety requirements will be considered a breach of contract and may result in remedial action including withholding of progress payments due the Design Builder and Subcontractor and/or termination of the C/DB from the site. Nothing herein shall limit Owner’s remedies for Contractor/Design-Builder safety or security violations.

In the event the work or any portion thereof is shut down by either an outside agency or because of an unsafe condition as determined by the Owner, the responsible C/DB shall bear the total cost caused by that shut down.

In no case shall the C/DB be relieved of overall responsibility for compliance with the requirements of federal, state and local safety and health laws, rules and regulations for all work to be performed under the contract.

In the event of a conflict between the provisions of these guidelines and applicable local, State or Federal laws, regulations and/or standards, the contract documents or the C/DB's Safety and Security Plan, the more stringent requirements shall apply.

The following requirements apply to the Contractor/Design-Builder and all Subcontractors:

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## 1 Site-Specific Safety and Security Plan.

The C/DB's Safety and Security Plan shall clearly describe the C/DB's commitments for meeting its obligations to provide a safe and secure work environment for its employees and its Subcontractors' employees, to protect consultants, suppliers, visitors, and members of the general public and the Owner's property.

As a condition of their contract, all C/DBs and Subcontractors shall submit to the Owner:

- A site-specific safety and security plan within fifteen (15) days after receipt of notice to proceed and prior to start of any on-site construction activities.
- The names and qualifications (resume') of designated on-site Safety Representative(s).
- An immediate copy of all citations and/or warning of safety violations received from any state or federal jurisdiction, agency, insurance company, or by any Subcontractor

At a minimum, the C/DB's Site-Specific Safety and Security Plan shall include the following:

1. Overview and Objectives
2. Safety Organization, Qualifications and Responsibilities
3. Site-Specific Safety and Security Orientation
4. Accident/Incident Investigation and Reporting
5. Site Safety Inspections
6. Safety Meetings and Safety Briefings
7. Safety Records and Documentation
8. Pre-Tasking Planning
9. Personal Protective Equipment (PPE)
10. Site Work Permits and Controls
11. Competent and Qualified Persons
12. Hazard Communication
13. Site-Specific Project Safety Requirements
  - a. Scaffolds, Stair Towers and Work Platforms
  - b. Walking and Working Surfaces
  - c. Fall Protection
  - d. Confined Space Entry
  - e. Energy Isolation
  - f. Hoisting and Rigging
  - g. Welding and Cutting
  - h. Moveable Equipment and Trucks
  - i. Housekeeping
  - j. Employee Ground Transportation and Traffic Control
  - k. Others
14. Appendix
  - a. Substance Abuse Policy
  - b. Harassment-Free Work Policy
  - c. Disciplinary Policy
  - d. Emergency Response Plan
  - e. Security Plan
  - f. Others as appropriate to the specific site or nature of the work



At a minimum, the safety and security plan shall conform to the requirements addressed in the Occupational Safety and Health Act of 1970 and all additions and revisions thereto, and the requirements established elsewhere in the contract documents. In short, as required by law, the C/DB and Subcontractors are responsible for protecting the health and safety of its employees while ensuring they have a safe place to work.

C/DB will monitor Subcontractors for implementation of their respective safety & security programs at the work site. The C/DB and Owner and its representatives shall have the authority to stop work when either site conditions and/or work practices present an imminent danger. C/DB will be notified of any non-compliance observed by Owner. This notice, when delivered to the C/DB or its representative at the work site, shall be deemed sufficient notice of non-compliance. After receiving the notice, the C/DB shall immediately take corrective action. If the C/DB fails or refuses to take appropriate corrective action promptly, a stop work order may be issued. The cost to bring the work activity into compliance shall be incurred by the C/DB. The C/DB shall not submit a request for extension of time or increased costs as a result of any such stop work order. The Owner and its representatives shall not be liable for any damages experienced by the C/DB due to the stop work order. Progress payments may also be stopped until the C/DB and/or Subcontractors are in full compliance with all applicable safety and security rules, standards and regulations.

## **2 Safety Organization, Qualifications and Responsibilities.**

The C/DB shall designate an on-site Safety Representative (and sufficient assistants based on the magnitude and Scope of Work) who is charged with the responsibility of on-site safety management. The Owner reserves the right to approve all Safety Representatives. The Safety Representative's sole duty shall be safety management and shall not have other collateral duties. At a minimum, the Safety Representative shall meet the requirements of a "competent person" as defined by OSHA for all phases of construction, complete an OSHA 30 Hour Construction course and have a minimum of three (3) years construction safety experience. C/DB's and Subcontractors' Safety Representatives with more than 50 employees under their direction are required to have a current OSHA 30 Hour card. A resume shall be provided that outlines such items as: work experience, education, safety training completed and professional organizations, etc. The Safety Representative shall remain on the Project until contract acceptance (full-term of contract). Any replacement of the Safety Representative shall be subject to the prior written approval of the Owner. C/DB shall enforce similar requirements on its Subcontractors.

The C/DB shall assure that employees acting in a supervisory capacity understand and enforce all safe work practices. C/DB's superintendents, foremen and other field supervisors responsible for more than ten (10) personnel are required to have completed a 10 or 30-hour OSHA Outreach hazard recognition course within two (2) years prior to directing work on the project. Documentation must be made available for review.

## **3 Site-Specific Safety and Security Orientation Program.**

All personnel working on the site or with the ability to have unescorted access to the site shall receive orientation regarding the general safety and security rules and regulations as well as the site specific policies and hazards prior to starting work on the construction site. Material delivery personnel and visitors only on site briefly will be given an abbreviated safety orientation. The C/DB shall be responsible for the orientation of its employees, Subcontractors' employees, and visitors. Bilingual training shall be available as necessary. Documentation of this orientation shall be maintained on file for review. Hard hat stickers are to be issued to each person following his/her orientation and documented on training records. Safety orientation of all personnel shall include at a minimum the following topics:

- Unique hazards of the project
- Employer/personnel responsibilities under OSHA Standards – location of required posters
- Personal protective equipment, including appropriate work attire
- Site Work Permits
- Pre-Task Planning – Safe Plan of Action (SPA)
- Incident/Accident Investigation
- Incident/Accident Reporting
- First-aid facilities - Emergency procedures
- Progressive Disciplinary Policy
- Hazard Communication/Right to Know, location of Safety Data Sheets (SDSs)
- Substance abuse policy
- Confined space entry
- Fall Protection – 6ft fall rule - 100% continuous fall protection
- Energy Isolation, Lock-out/Tag-out
- 100% eye protection, 100% hard hat protection
- Appropriate guarding and other warning devices
- Housekeeping
- Fire protection
- Crane and lifting hazards
- Scaffolding tagging requirements
- Trenching & excavation
- Electrical hazards
- Ladders
- Mobile Equipment – spotters
- Airport Security

Employees shall be advised that disregard for these rules, or any other applicable safety and security regulations, shall be subject to company disciplinary action and/or removal from the project. All workers shall complete an acknowledgment that indicates the worker has read, understood, and will abide by the rules and regulations. The following information shall be obtained from all employees: worker's name, date of orientation, C/DB's name and project name.

#### **4 Accident Reporting, Investigation and Records**

All accidents and incidents resulting in injury, property and equipment damage, or involving the general public including near misses that could have resulted in similar injury or damage shall be reported immediately to the Owner's representative and the C/DB's Project Manager and Safety Representative. Each accident or incident shall be noted in the C/DB's and Subcontractor's Daily Logs, investigated, reported in written accident/incident reports and appropriate correction actions taken.

The C/DB and Subcontractor shall complete a Supervisor's Incident Report and submit the report to the Project Safety Representative for all job-related incidents involving any of the following:

1. All injuries to the Owner's, C/DB's or Subcontractor's employees.
2. All injuries and/or incidents with the general public (including any alleged injuries reported by a member of the general public).
3. All Near Miss incidents.
4. All Equipment and Vehicle incidents.
5. All Property Damage.

A post-incident drug and alcohol test shall be administered within 24 hours of incident to employee(s) injured and/or any employees in a work crew involved in an accident involving bodily injury or property damage.

All accidents and incidents shall be investigated by the C/DB's Project Safety Representative. An accident investigation report and "First Report of Injury" shall be submitted to the Owner within twenty-four (24) hours of the occurrence. Pertinent facts that are not available within the above time shall be submitted as soon as available in a supplemental report. The Owner may, at its option, participate in all accident and incident investigations.

The accident investigation should generate appropriate recommendations for corrective actions to prevent recurrence of similar accidents. Depending upon severity of the accident, the foreman of the injured worker may be requested to appear at the job safety and coordination meeting to:

1. Describe all pertinent facts surrounding the accident.
2. Evaluate the root cause of the accident.
3. Report as to what corrective action has been initiated to avoid future accidents.

Maintain a current OSHA 300 log at the jobsite. The log shall be available for review by the Owner at any time.

Submit on a monthly basis a summary of accident/incidents/near misses on the project that month identifying key facts, root causes and corrective actions taken.

Maintain a master or central file for safety and security related documentation on the jobsite. Files shall be maintained in such a manner that distinguishes each Subcontractor from other Subcontractors.

At the minimum, maintain at the jobsite and have available at all times for Owner's review, the following safety documentation and records:

- Site-Specific Safety & Security Plan
- Site emergency plans
- All required safety & health permits
- Site Safety Orientations with attendance records
- Accident/Incident Investigations and Reports
- Competent Person and Qualified Person Lists and qualifications
- Environmental monitoring and compliance records
- Crane Inspection Reports - daily and monthly reports plus current annual certification
- Chemical Inventory
- Daily Safety Briefings and Toolbox Safety Meetings with attendance records
- Weekly Safety Inspections
- Monthly Safety Summaries
- Critical Lift Checklists
- First Reports of Injury
- Incident Investigations
- Safety Data Sheets (SDS)
- OSHA 300 Logs
- OSHA Citations
- Safety Observations

- Safe Plans of Action (SPA) or Job Safety Analyses (JSA)
- Safety Statistics
- Safety Training
- Substance Abuse Policy compliance notarized letters
- Daily equipment / Vehicle Inspections

The Owner and its Representatives shall have the right to review all documentation at any time upon request. The C/DB and Subcontractors shall give full cooperation during these reviews.

## **5 Pre-Task Planning.**

In order to provide C/DB's and Subcontractor's employees with a safe workplace through regular pre-task planning for all work, a Safe Plan of Action (SPA), Job Safety Analysis (JSA), or similar document, shall be prepared. A daily SPA/JSA is required for each work crew/team to address the particular planned work/tasks, the potential hazards that may be involved in executing that work/tasks and the safe work processes, equipment, Personal Protective Equipment (PPE) and procedures that will be followed to eliminate/mitigate those potential hazards and prevent injury and/or property damage. The C/DB or Subcontractor shall also prepare an SPA/JSA upon Owner's request.

The SPA/JSA shall be used as a task specific training tool to instruct employees, inspectors, and visitors of potential hazards and required safety precautions. Each employee working on the project shall sign a training log indicating that they understand the hazards of the project as indicated on the SPA/JSA.

At the minimum, examples of activities that should be addressed in SPA/JSA:

- Potential for collapse, (work-in trenching, tunneling, this may include demolition, etc.)
- Potential release of stored energy (electrical, pressure, explosive, etc.)
- Crane supported work plate form use
- Critical crane lifts (two cranes used to lift one load)
- Unusual crane operation as defined by the CIP Team
- Potential exposure to uncontrolled hazardous materials or wastes
- Transportation of hazardous materials or wastes
- Blasting operations
- Abrasive/Sandblasting, Hydro blasting, etc.
- Potential injury from burns, both chemical and thermal
- Work requiring respirator use
- Work requiring hearing protection
- Potential oxygen-deficient environments
- Entry into confined space
- Potential of entanglement in, on, or between objects
- Work in public streets and highways
- Lockout/Tagout
- Work involving fall exposure
- Structural Steel Erection
- Use of new or Hazardous Materials, procedures, equipment
- Powder actuated tool use
- Work on scaffolds or elevated work platforms
- Work in excavations and trenches
- Work near mobile equipment
- Scaffold erection
- Scaffold dismantlement

- Rock drilling
- Work in the AOA
- Work in areas accessible to the General Public

Implement a system of pre-task planning that addresses site safety, security and environmental hazards and safe plans of action to help prevent accidents and incidents. Assure that daily safety briefings are held with workers.

## **6 Safety Meetings.**

Conduct regular weekly documented safety meetings with Owner's Representative, C/DB and Subcontractor supervisory personnel to address, at a minimum, safety performance, incidents, observed trends in unsafe acts and conditions, planned safety activities.

## **7 Competent Persons.**

Assure a Competent Person as defined by OSHA in 29 CFR 1926 is provided at all work locations where required by OSHA. Prepare, maintain and furnish to the Owner the current list of competent persons with their qualifications.

## **8 Personal Protective Equipment (PPE).**

Assure that all PPE is available and workers have been trained on use of PPE and it is being used as required. Assure all construction equipment and motor vehicles certification, inspection, repair and controls are in compliance with the safety requirements of the project and OSHA. Annual crane certification shall be available for review for each crane on the project.

## **9 Critical Lifts.**

Prior to making a critical crane lift, a detailed lift plan shall be submitted and reviewed with the Owner. A critical lift is any lift that exceeds 75% of the rated capacity of the crane or requires the use of more than one crane. It also relates to the installation of equipment and or materials that are critical to the completion of the project where damage to such equipment and/or material or other in-place/existing equipment and/or materials could result in delays to the project.

## **10 Workplace Substance Abuse Policy.**

As a part of its overall Safety and Security Plan, C/DB shall submit a copy of its company Workplace Substance Abuse Policy. Ensure that all Subcontractors are in compliance.

## **11 Emergency Response Plan.**

Prepare and submit a site-specific Emergency Response Plan which, at a minimum, addresses the following:

1. Plan, including personnel and equipment, for rescuing potentially unconscious fall victims suspended in harnesses from the highest and most remote potential locations on the project site, as well as injured persons in excavations, confined spaces and other locations which are difficult to access.
2. Plan to assure proper site access for first responders to minimize time to initiate medical response to victims
3. Hurricane Preparedness Plan
4. Others, as appropriate to the specific site or nature of the work

## **12 Protection of the General Public.**

All necessary precautions to prevent injury to the general public or damage to property of others shall be taken. The "general public" is defined as all persons not employed by or under the Owner, C/DB or Subcontractor. Installation of temporary barriers and/or fencing designated to protect the general public shall be reviewed and approved by the C/DB. Precautions shall include but not be limited to the following:

1. Work shall not be performed in any area occupied by the general public unless specifically permitted according to the terms of the contract or in writing.
2. When necessary to maintain use of work areas involving vehicular roadways, etc., the C/DB and Subcontractor shall protect the general public in accordance with the applicable regulations. Provide adequate barrier separation acceptable to the Owner.
3. Appropriate warnings, signs and instructional safety signs shall be conspicuously posted where necessary. In addition, a signal person shall control the moving of motorized equipment in areas where the general public might be endangered. All signage warnings and traffic control shall comply with the particular agency having jurisdiction. Required signs and symbols shall be visible at all times when work is being performed and shall be removed or covered promptly when the hazards no longer exist.

## **13 Harassment-Free Workplace Policy**

It is the policy of the Owner to provide a workplace free from employee harassment on the basis of race, color, religion, sex, national origin, age, handicap, marital status, etc. Improper interference with the ability of an employee to perform his/her work activities will not be tolerated. Harassment can appear in many forms, including derogatory comments, jokes, slurs, unwanted physical contact, derogatory drawings or threats.

Harassment, including sexual harassment, is prohibited by federal and state laws, including Title VII of the Civil Rights Act of 1964, and is not tolerated by the Owner in any form.

1. Sexual harassment has been defined as unwelcome sexual advances, requests for sexual favors, and other verbal and physical conduct of a sexual nature when:
  - a. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; or
  - b. Submission to or rejection of such conduct by an individual is used as a basis for any employment decision affecting the individual; or
  - c. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creates an intimidating, hostile or offensive work environment.

Sexual harassment may include a range of subtle and not so subtle behaviors and may involve individuals of the same or different gender. Depending on the circumstances, these behaviors may include, but are not limited to:

- Unwanted sexual advances or requests for sexual favors;
- Sexual jokes and innuendo;
- Verbal abuse of a sexual nature;
- Commentary about an individual's body, sexual prowess or sexual deficiencies;
- Leering, whistling or touching;
- Insulting or obscene comments or gestures;
- Displaying or circulating in the workplace, including via e-mail, sexually suggestive objects, magazines, pictures, posters, etc.; and
- Other physical, verbal or visual conduct of a sexual nature.

It is the policy of the Owner to actively investigate and report any alleged incidence of harassment. Anyone who believes they have been harassed should contact the C/DB's Project Manager. Any allegation or complaint will be held in the strictest confidence.

Any employee who commits a wrongful act of harassment shall be subject to disciplinary action, up to and including termination.

#### **14 Group Tours and Site Visitors**

It is particularly important that a high degree of protection be afforded to all persons on authorized tours of construction work-sites. The following instructions shall be complied with, as applicable, by the C/DB and those responsible for arranging such tours:

1. Group tours shall be cleared through the Owner's Vice President for Planning and Development, allowing maximum advance notice.
2. If visitors to the site will be on foot or out of the vehicle/bus, the individual or organization requesting the tour shall ensure that:
  - a. Tour groups be limited to no more than (25) twenty-five persons.
  - b. Visitors be required to wear appropriate clothing, personal protection equipment and foot protection.
  - c. Children under 18 years of age are not be permitted on the Project tours.
  - d. All visitors shall comply with C/DB safety requirements while on the Project site.
  - e. Owner designated personnel will escort Tours.

#### **15 Site Work Permits**

Implement and comply with the Owner's established written Site Work Permit processes for the following:

- Hot Work
- De-energizing and energizing
- Confined Space Entry
- Line Breaks and Valve Turning
- Excavation
- Others as appropriate to the specific site or nature of the work

#### **16 Hazard Communication Program**

Develop and implement a written Hazard Communication Program that contains at a minimum the following elements:

- The name of the program coordinator.
- A list of hazardous substances present within the workplace.
- A written system that ensures Safety Data Sheets (SDS) are obtained and made readily accessible to all employees, including lower tier subcontractor personnel, on each shift. In the event of an emergency, Safety Data Sheets shall be made available on an immediate basis.
- A labeling program that ensures that containers of hazardous substances in the workplace are properly labeled with the name of the substance and any applicable hazard warnings.
- A training program regarding hazards of substances that are used in the workplace and the protective measures that must be taken by the employee or any other persons potentially exposed to the hazardous substances.

Ensure that each employee, prior to working with, or being potentially exposed to hazardous substances, receives initial training on the Hazard Communication Program and the safe use of the hazardous substances. Additional training shall be provided to employees whenever new substances are introduced to the workplace.

Permanent records shall be maintained by the C/DB and Subcontractors describing all Hazard Communication Program training.

#### **17 Disciplinary Program.**

Establish and enforce an effective disciplinary program. C/DB and its Subcontractors shall discipline and/or dismiss employees who violate established rules and regulations. This includes immediate termination or removal from the site for serious violations, repeated violations, or the refusal to follow safety and health rules. C/DB shall not utilize its Project workers who have been removed from other projects on Owner's property for violations of C/DB's Safety and Security Plan or these guidelines.

Owner shall have the authority to remove from the site, any person (including supervisors and management of C/DB or Subcontractor) who violate these Safety and Security Guidelines or who fail to ensure that workers under their supervision are not exposed to serious work hazards. Any C/DB person (including its subcontractors) assigned to identify hazards and eliminate them that fails to perform this duty for any reason shall be replaced by the employer.

#### **18 Airport Safety & Security.**

As part of its Site-Specific Safety & Security Plan, the C/DB shall specifically address the requirements of Specification Section 01540 – Construction Safety and Security Requirements. At a minimum, specific attention should be paid to the following topics:

- Keep supervisors and workers informed of all Airport safety and security regulations;
- Prohibition of driving or walking on any area of the AOA without clearance;
- Procedures for gaining vehicular access to and operating vehicles on the AOA;
- Prevention, transportation, inspection, removal and cleanup of debris, waste and loose material capable of impacting aircraft and the AOA;
- Restrictions on work hours for disruptive work or work in areas that may affect airport operations;
- Preservation and protection of existing pavements, structures and facilities;
- Construction Area limits and required marking, warning, lighting, flagging, fencing and other devices;
- Procedures for requesting closure to select areas by the Owner;
- Procedures for requesting approval for work and equipment that may obstruct navigation;
- Owner defined/approved access routes to the Construction Site;
- Escorting requirements for material and equipment delivery trucks;
- Requirements for verifying and complying with all load restrictions prior to hauling;
- Identification requirements for personnel, including procedures for obtaining and displaying Airport ID Badges;
- Identification requirements for vehicles, including:
  - Identification requirements for equipment
  - Employee parking areas;
- The above topics shall be addressed in the C/DB Site-Specific Safety Orientation



On projects with Owner's Allowance(s) (OA) that are defined in the Contract Documents with the dollar amount and what the Allowance can be used for, it will be the responsibility of the Construction Project Manager (PM) to track the allowance balance and process construction Work Orders (WO) authorizing the Contractor/Design-Builder (C/DB) to perform work against that balance.

1. Once a need arises on a project for the C/DB to perform work under the areas covered by the Allowance, the PM will discuss the need with the Director of Construction (DOC).
2. Once the need to use OA is identified, the PM will inform the Master Plan Cost Control Team (MPCC). An initial Potential Change Order (PCO) will be entered into Prolog by the MPCC or the PM. The PCO will be numbered using the following numbering sequence: WO-XXXX. The PCO category "Owner's Allowance" will be selected. If an order of magnitude estimate can be provided by the PM, the cost information will be entered into the PCO under the detailed information tab. Note, all items in the WO at this point will be set to "Pending" and "Approved for Budget" will be selected. The potential change amount will be reported at the regular Gateway reporting cycles as a pending commitment. These potential WO's will also appear on the Prolog PCO-600 Owner's Allowance Summary reports, as applicable by Project.
3. The Contract Documents will guide the decision on whether to proceed with an OA Part 2 WO or a Change Order (CO). If it is decided to proceed with a CO, the PM will follow process CD-03 Construction Change Order. If it is decided to proceed with a WO, the PM will follow the process in the steps below. If a CO is to be pursued, the PM will inform the MPCC and the PCO entered in Step 2 will be removed from "Approved for Budget" but will be preserved as a record with the status "Rejected."
4. The PM will designate the WO as either "Lump Sum" or "Not to Exceed." Lump sum will be used when scope is clearly defined and estimates are based on actual cost. Not to Exceed will be used in instances where this criteria is not met.
5. The PM will prepare the WO by assembling the following documents into a WO package, saved within Master Plan Document Management System under Construction WO's, and under a folder that matches the PCO number in Prolog.
  - a. Form PD22 will be used if it is a design bid project or form PD23 will be used if it is a design-build project.

This form contains sections for entering the project, Owner, C/DB, WO number, date of issuance, project number and contract date. A short description must be included, along with a list of all attachments. The following are required attachments:

- Finding of Fact form PD67
- Cost Breakdown PD68
- PCO 600 Owner’s Allowance WO Log
- Copy of the Contract Language authorizing the use of OA and the highlighted specific contract line item providing authorization to utilize OA.

The signature block will remain on the form, however, electronic Workflow approval will be utilized for approval of the WO instead of wet signatures (as described in Step 7).

b. Form PD67, Finding of Fact

This form contains sections for entering the project, WO number, project number, person or department requesting work, specific reason(s) for the request and a detailed description of the request and scope of work.

c. Form PD68, Cost Breakdown

This form contains the breakdown in costs by labor, material, equipment, overhead and profit of the work to be performed. The PM will review all costs for reasonableness before submitting the WO. If the C/DB includes subcontractor pricing support, review for indications the C/DB has verified the pricing, ie: tick marks checks, edits, initials, etc.

d. Prolog Report PCO-600, OA WO Log

This form contains the original OA amount, any previous WO’s assigned against it, and the remaining balance.

e. Attach a copy of the contract language specifying the use of OA.

6. When all attachments are complete and the WO is ready for approvals, the PM will combine them into a single PDF document and upload the final document to the appropriate PCO record in Prolog. The PM will then distribute the WO package for review, utilizing the Workflow capability of Prolog in the following Manner (see graphic representation Figure 1):

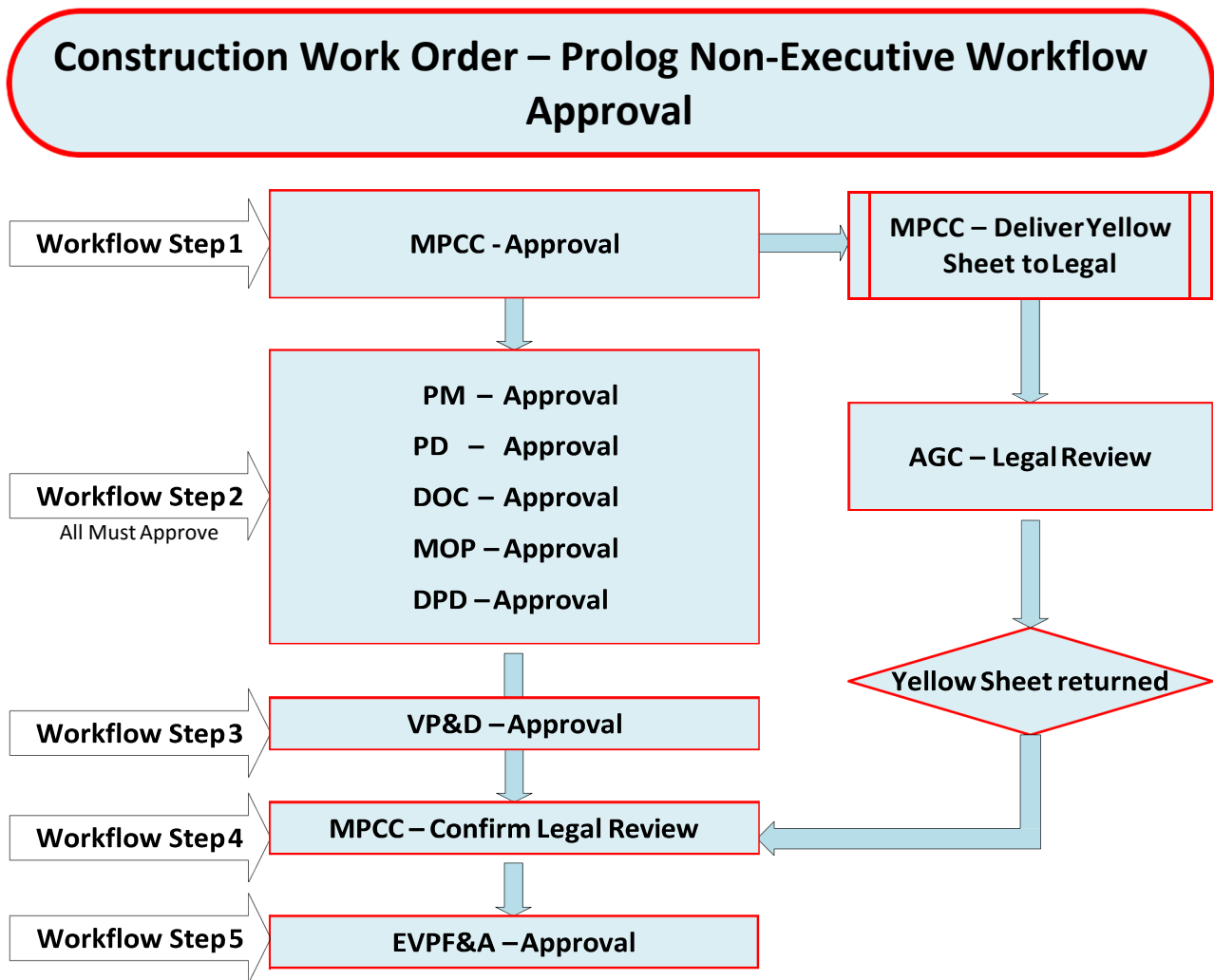
- a. The MPCC (or designee\*\*) will review and approve Workflow. If approved, MPCC will deliver a Legal Review Yellow Sheet to the Airport’s Assistant General Counsel (AGC)\*.
- b. The Design-Builder will review and approve the Workflow indicating recommendation.

- c. The PM (or designee\*\*) will review and approve the Workflow.
- d. The Project Director (PD) (or designee\*\*) will review and approve the Workflow.
- e. The DOC (or designee\*\*) will review and approve the Workflow.
- f. The Manager of Procurement (MOP) (or designee\*\*) will review and approve the Workflow.
- g. The Director of Planning and Design (DPD) (or designee\*\*) will review and approve the Workflow.
- h. The Vice President of Planning and Development (VPP&D) (or designee\*\*) will review and approve the Workflow.
- i. The MPCC (or designee\*\*) will review and approve the Workflow once Legal review has been completed and any necessary updates are made.
- j. The Executive Vice President of Facilities and Administration (EVPF&A) (or designee\*\*) will review and approve Workflow.

\*Note: the AGC started review of Part 2 Construction WO's on May 30, 2017. WO's issued prior to this date did not require the approval of the AGC. Also note that AGC was removed from Workflow in September, 2018, Legal Review Yellow Sheets will be retained with MPCC and saved electronically in the appropriate location in the Master Plan Document Management System.

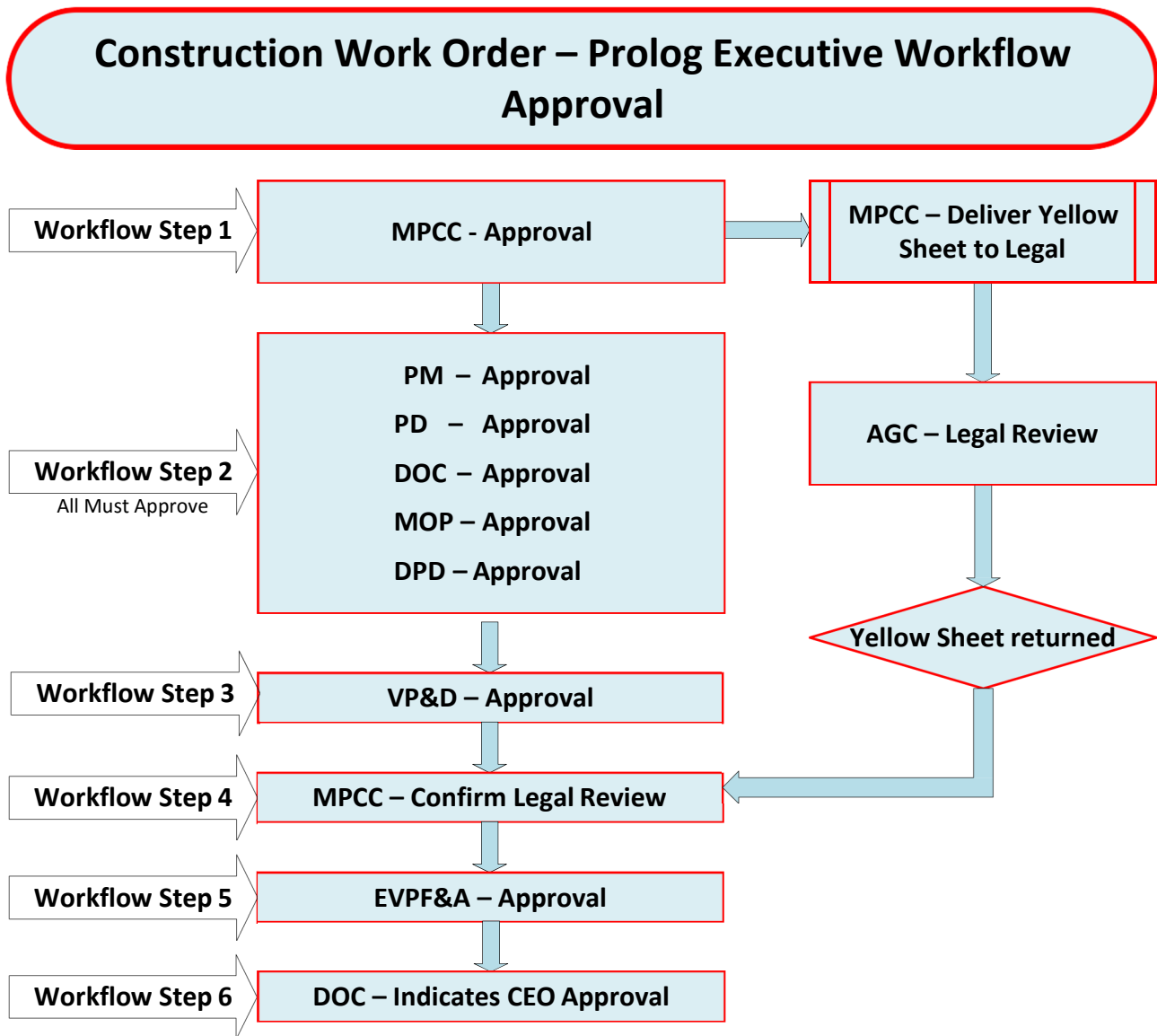
\*\*Note: Designee is to be established by the original signer, via email to MPCC, copying the Designee. This designation email will be attached to the WO.

Figure 1: Workflow for Non-Executive Approval WO's:



WO's that apply to specific scopes of work identified in the Division 1, Specification 01020 - Owner's Allowance, require approval through the EVPF&A. The Division 1 specification will be included in the WO document and the specific item will be highlighted.

Figure 2: Workflow for Executive Approval WO's:



WO's that apply to scopes of work necessary to complete the Project, as outlined in the Division 1, Specification 01020 - Owner's Allowance require approval through the Chief Executive Officer (CEO). The Division 1 Specification will be included in the WO document and the specific item will be highlighted.

The CEO will not approve the WO via the Prolog Workflow. The EVPF&A and/or the VP&D will review the WO with the CEO and note in the Workflow comments that the WO was reviewed with the CEO and that approval was provided to proceed with the scope of work. The DOC is added as a secondary last step to ensure that the proper Executive Level CEO approval was received prior to the final executed WO being sent to the C/DB.

Note: Prior to implementation of the Workflow process in Prolog, an e-mail from the EVPF&A or VPP&D should be included as an attachment in the final WO package.

7. If, during review, any changes to the WO package are needed, it is coordinated with the PM and Workflow is reinstated, if necessary.

Once Workflow is approved by all of the above, the C/DB will receive a Workflow Complete Notification, indicating they are authorized to proceed with the new scope of work. If a Workflow is rejected, they will receive a Workflow Rejected Notification, indicating that they are not to proceed with the new scope of work.

8. Once the WO is executed, a notification will be sent to all approvers of the Prolog Workflow, including a copy of the fully executed WO developed by MPCC, a screenshot of the entire completed Workflow, and any other documents supporting approval by any of the members of the Workflow. The MPCC will make any required financial adjustments within the PCO record, and apply the WO against the appropriate Prolog budgets for cost tracking purposes.

1. **Purpose:** The purpose of this document is to establish a process that will be used for the development of the Construction Submittal Register and the Construction submittal review process between the Contractor / Design Builder (C/DB), the Design Team, and HCAA utilizing Prolog as the document control management system.

2. **Submittal Register Development:**

A. The C/DB is responsible for the development of a complete submittal register based on the Contract Documents and Specifications. The C/DB shall amend /add any submittal register items as applicable due to issued Architect's/Engineer's Supplemental Instructions (ASI/ESI), Work Orders, or Change Orders.

The C/DB will utilize the Master Plan Document Control's (MPDC) Import Template to prepare the initial register in Excel format. This template will be uploaded to Prolog by MPDC when it has been reviewed and approved by the Design Team and HCAA (to include Maintenance and the PD/PM team). The C/DB shall coordinate with MPDC prior to the development of the submittal register log to ensure proper formatting. This will ensure accurate importing of data into Prolog.

a. While the register is being reviewed, the C/DB will be able to add individual records for submittals that must be reviewed into Prolog.

The Project Manager, Design Team, and C/DB will coordinate to ensure that all required submittals called out in the contract documents have corresponding submittal register items within 30 days of Construction contract award.

b. The Submittal Register shall not include inspections and tests called out in the Specifications, nor shall it include any close-out requirements called out in the Specifications. These specific items are managed in separate Prolog Modules and when the import template is prepared there are tabs for the Inspections & Tests and the Close-out Requirements.

c. The Submittal Register shall include Monthly Reports, Schedule Submissions, and other monthly requirements. A single record can be created in the template and then each month the record can be copied to create the new one for the month.

d. All Meeting Minutes required by the Contract documents will be maintained in the Meeting Minutes module in Prolog.

- B. Below is a detailed review of the required Submittal Register Prolog Fields and the responsible party.

**General Tab:**

- a. Number & Revision: Prolog automatically generates the Number field; use the auto generated number. If a revised submittal is required, the C/DB will create the revised records through the ‘Create Package Rev’ option within the Submittal Package Module.
- b. Description: The C/DB will enter a detailed description with the following naming convention:

*Spec # - Description – Submittal Type*

Ex. 08 30 00 – Specialty Doors & Frames – Product Data

Ex. 08 30 00 – Specialty Doors & Frames – Shop Drawings

Ex. 08 30 00 – Specialty Doors & Frames – Samples

- c. Design Status: The Design Status field is initially populated as “Pending” in the template, and then when it is pulled into a Package for review, the field will be updated by the Design Team with their recommendation for the specific register item.
- d. Specification Section: At the beginning of the project, the C/DB will provide the table of contents from the Project Manual which will provide a complete listing of the Specifications for the Project. MPDC will add this list to the CSI Listing in Prolog for the Project and will send a copy of the Prolog listing to the C/DB.
- e. The C/DB will enter the Specification Code as it is listed in the CSI (specification) Listing provided. Consistent formatting of the Specification Numbering is important for uniform reporting, so copy and paste from the list is encouraged. All specifications (except FDOT) are formatted as xx xx xx, i.e. 08 30 00. FDOT formatting is xxx.
- f. Spec Sub Section: The Spec Sub Section is used to call out specific sub sections in the specification. This is not a “subsection of the Major Division Number, i.e. your Specification will be 02 41 16 subsection 1.6C, not 02 00 00 and then sub section 02 41 16. For questions about this, please contact MPDC for further clarification.
- g. Type: The Type field is a drop down selection field populated by the C/DB. The list of Submittal Types is provided as a tab in the Import Template called “Category-Type-Options List (bright blue). For submittal types that do not match anything on the list please contact MPDC for assistance.
- h. HCAA Action: This field is populated by HCAA Maintenance where it has a requirement to review the submittal. It provides a recommendation for the register item.



- 
- i. Responsible Company: This field is populated by the C/DB with the name of the company responsible for providing the submittal to the C/DB. This may be a subcontractor or it may be the C/DB.
  - j. Action Logged By: This field will automatically populate with the information of the user who is creating the submittal register item.
  - k. Supplier: The C/DB may enter the supplier (vendor) name in this field for quick reference. This may be good to know if a submittal is rejected and a new supplier is needed due to a change in materials.
  - l. Notes: The C/DB can add notes to the submitted register item as needed.
  - m. Due Date: The Due Date should be updated to align to the C/DB Schedule Dates.
  - n. Returned: The Design Team / HCAA will populate this field when the final review of the submittal is complete and all status fields are filled in.
  - o. Closed: The Design team will close the submittal register items from the Submittal Package Module once fully approved. Items requiring further attention shall remain open.

**Sub Project Tab:**

- a. Sub Project: This field is only required for Projects that have subprojects.
- b. Authority Review: This is a yes/no field that is determined by the specification number and whether it is listed as one that requires Authority Maintenance review. The CSI Listing is attached to this procedure and all specifications that require Maintenance Review are indicated with the reviewer names beside them.
  - 1) When submittal packages are created that require Authority review this list will be used to populate the Reviewers Tab.
- a. Files Tab: Files are uploaded to the submittal register using the Quick Upload button.

**3. Submittal Packages Development:**

- A. The C/DB will be responsible for creating Submittal Packages for the review of all Submittal Register Items. Packages are created by Specification number and can include several register items for review.

Below is a detailed review of the required Submittal Register Prolog Fields and the responsible party.

---

**General Tab:**

- a. Number: The C/DB will click the Next button and the record number will automatically populate. The second field to the right of the “Next” button is the CSI (Specification) Look-up field. The C/DB will select the appropriate CSI (Specification) code to populate this field. This should match the Specification number in the Register items.
- b. Revision: This field is auto-populated when a submittal package is rejected or requires revisions, and the C/DB clicks on the Create a Revised Package record option on the Package tab of the record. This will automatically create a new record, with the revision number, for any open register items in the package.
- c. Description: The C/DB will enter a detailed description including Specification Description, i.e. 08 30 00 – Specialty Doors & Frames Product Data.
- d. Closed: After the submittal package is fully approved and/or revised package has been created, the PM Team will select the Closed check box located to the right of the Description field.
- e. Author Company: Prolog will automatically populate based on the User creating the Submittal Package.
- f. Contact: Prolog will automatically populate based on the User who is creating the Submittal Package.
- g. Importance: The C/DB will select the importance of Normal, Low or High.
- h. Reviewer’s General Comments: Design and HCAA reviewers may add comments to this field as they choose.
- i. Trade: This field is auto-populated based on the Specification selected.

**Package Items:**

- a. Add Submittal: The C/DB will click on the Add Submittal button and select the applicable submittals from the submittal register.
- b. Design Status: Once each Submittal item has been reviewed the Design Team will enter the appropriate status here. If there are multiple design reviewers, the responsible party on the Design Team will make a decision as to what this status shall be based on the reviewer comments received.
- c. HCAA Status: This is completed by the HCAA Maintenance staff when they have responsibility for reviewing a submittal package. Where there is more than one Maintenance reviewer, the primary Maintenance reviewer for that area will make the final decision for the status.
- d. Returned: The Design Team will check the Returned box when the review is complete.

- 
- e. Closed: Check this box if the item under review is acceptable. If the disposition is Revise & Resubmit or Rejected, leave this box blank. All items *not* Closed will have a revision created within the package.

**Reviewers:**

- a. Submittals will be processed for review using the Reviewers Tab. Reviewers selected shall be the Design Team, PM, and any Maintenance staff as required in the CSI Listing.
  - 1) If the C/DB has additional team members they want copied on the submittal package but they have no action, MPDC will create a distribution list for notifications of Submittals. This will keep the Reviewers Tab clean with only reviewers listed.

**Information:**

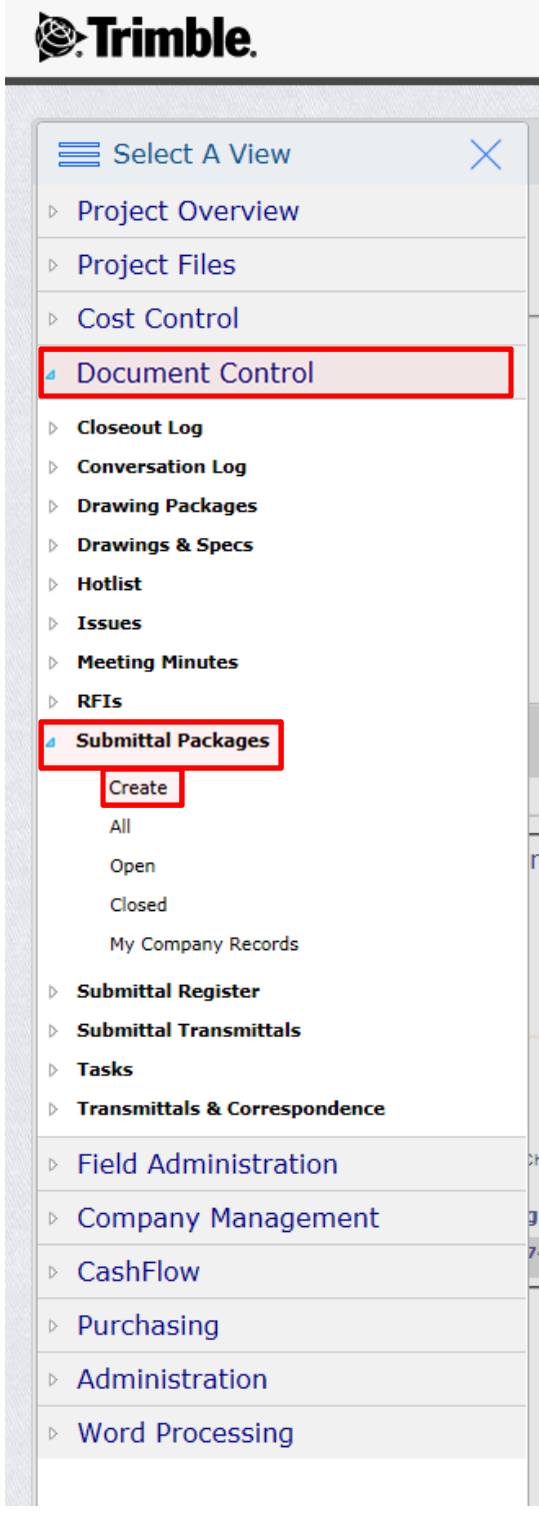
- a. Sub Project: If the project has subprojects the C/DB will select the appropriate Sub Project from the drop down selection available.
- b. The Phase, Space, and Date fields are not utilized on this phase.
- c. Authority Review: This field is populated yes or no based on whether or not Authority Review is required per the CSI Code listing. At the beginning of the Program, Maintenance selected the Specification areas that they wish to review and those are indicated on the specification list provided to the C/DB for preparation of the submittal register. It is the responsibility of the C/DB to add the appropriate reviewer to the Reviewers Tab for each of the submittal items required to be reviewed by the Authority.

The Work Instruction for Submittals is attached to this process for screen-by-screen direction.

**Submittal Packages:**

Submittal Packages are submitted from the Designer (Design Submittals) or Contractor / DB for review. These packages consist of Submittal Register Items (Work Instructions Submittals Register is a separate document). The following work instruction will go through the creation of the Submittal Package with register items being pulled into the package from the existing Register.

1. Log into the Prolog Project
2. Select Document Controls
3. Select Submittal Packages
4. Complete the General Tab
5. Add the Package Items
6. Add Package Reviewers
  - o Package Reviewing
7. Save
8. Package Revisions

<p>Open the Project.</p>	
<p>Select <b>Document Controls</b></p> <p>Select <b>Submittal Packages</b></p> <p>Select Create</p> <p>Submittal Packages can be individual submittal items, or they can be a group of Submittal Register items pulled from the Register for review on the project.</p>	 <p>The screenshot shows the Trimble software interface. At the top, there is a 'Select A View' dropdown menu. Below it, a list of menu items is displayed. The 'Document Control' item is highlighted with a red box. Below it, the 'Submittal Packages' item is also highlighted with a red box. The 'Submittal Packages' sub-menu is open, showing options like 'Create', 'All', 'Open', 'Closed', and 'My Company Records'. The 'Create' option is highlighted with a red box.</p>
	<p>Figure 1.0</p>

The top row of the screen shows the sequential submittal number and description. This row is visible throughout every tab in the record. The *Number* field is a sequential record number. The next field without a label is the specification number - a drop down field. *For Design it will be the "% packages.* The “Rev” field is automatic based on the submittal number selected. If this is the first package for this number, the Rev will be 0.

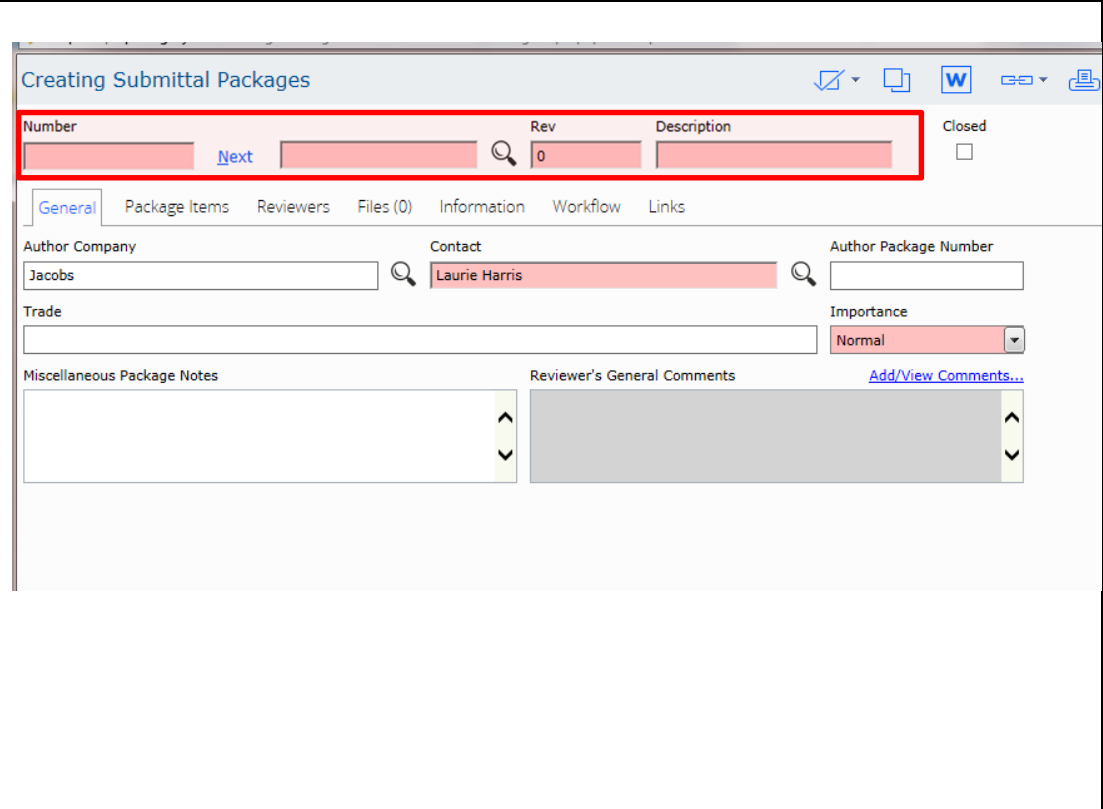


Figure 2.0

**Search Spec number** by clicking on the magnifying glass next to the second red field at the top of the screen. It will open this CSI Search screen so you can select the appropriate specification (CSI) number to pull into the submittal. *Note: If you get a blank screen when this window opens, click on the Refresh button at the top of the window and it will pull in the list.*

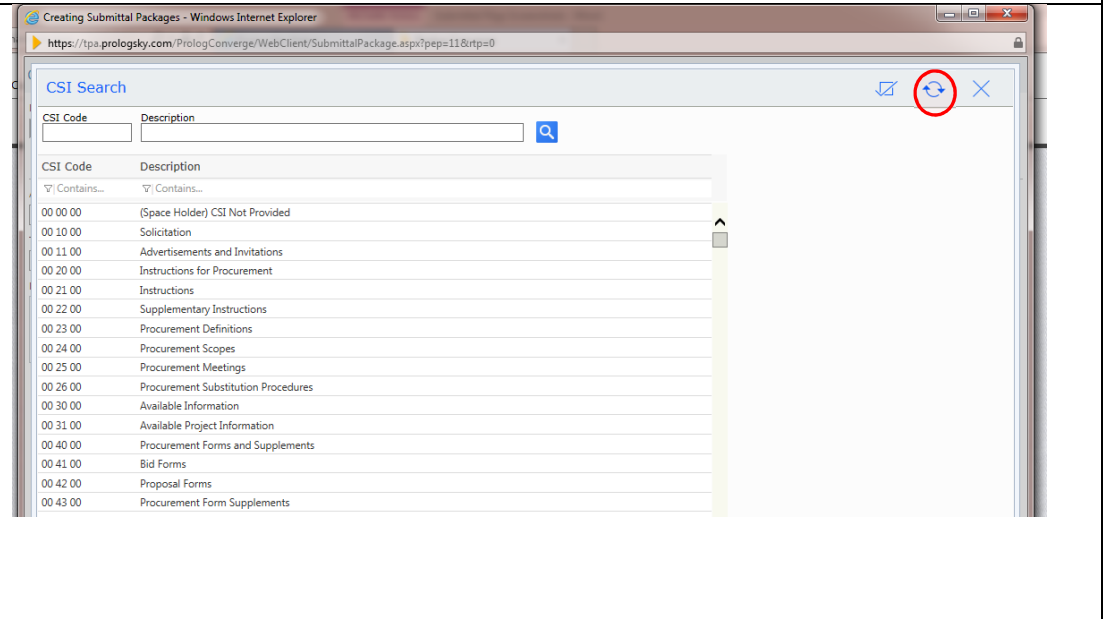


Figure 2.1

**General tab:**

- Enter the Author Company - The default that appears is for the person entering the record. If you need to search for the company, click on the search button to the right of the field.
- Contact: Enter the author contact. A **short cut** is to enter the first 3 letters of the first name and the first 3 letters of the last name, i.e. “lauhar” in the “Contact” field and it will pull in Jacobs as the company and Laurie Harris as the contact.
- If you need to search for a contact, click on the search button. When this Contact Search window opens select the person you are looking for and click on the check mark box at the top of the screen.

You may need to refresh the screen to pull up a list. When you have selected the person you will need to save the selection by clicking on the “**Save**” button at the top right of the screen

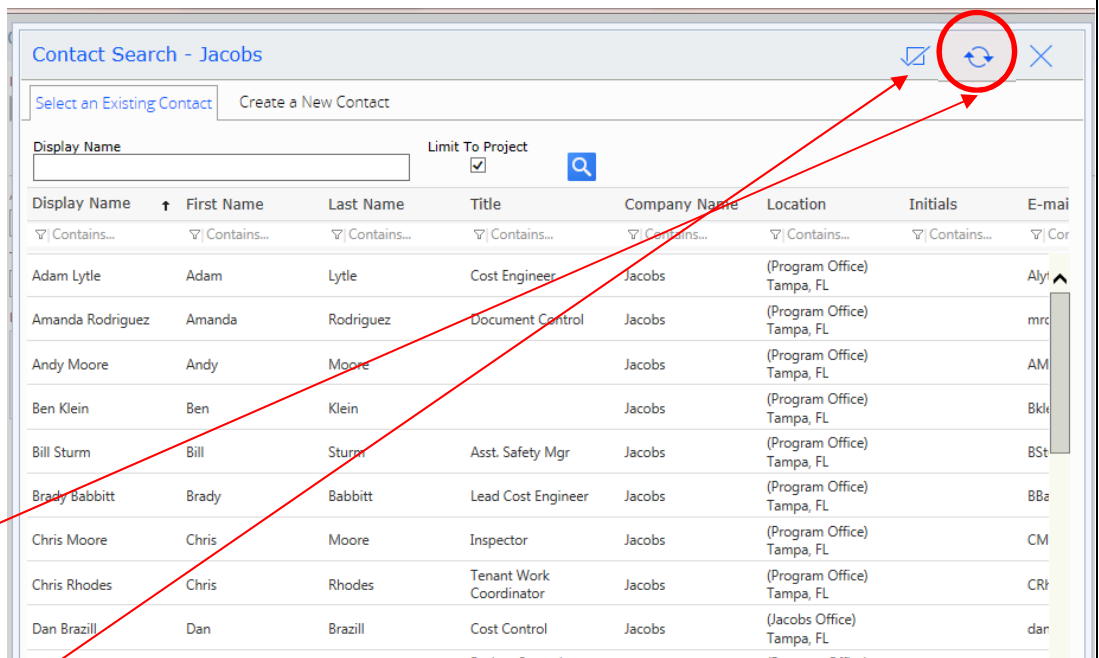
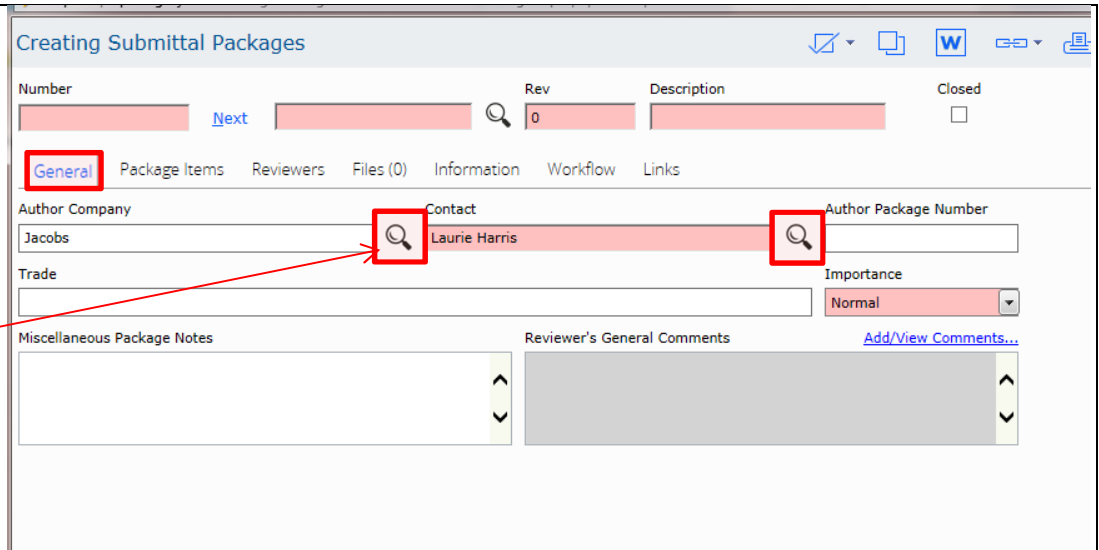


Figure 2.2

**Reviewer’s General Comments Field**  
 The Reviewer will enter comments by clicking on the **Add/View Comments** link to open the Reviewer’s Comments box. This should be done after all of reviewers have completed their review of the submittal package. The Primary Reviewer will compile the comments and enter them here in a summary.

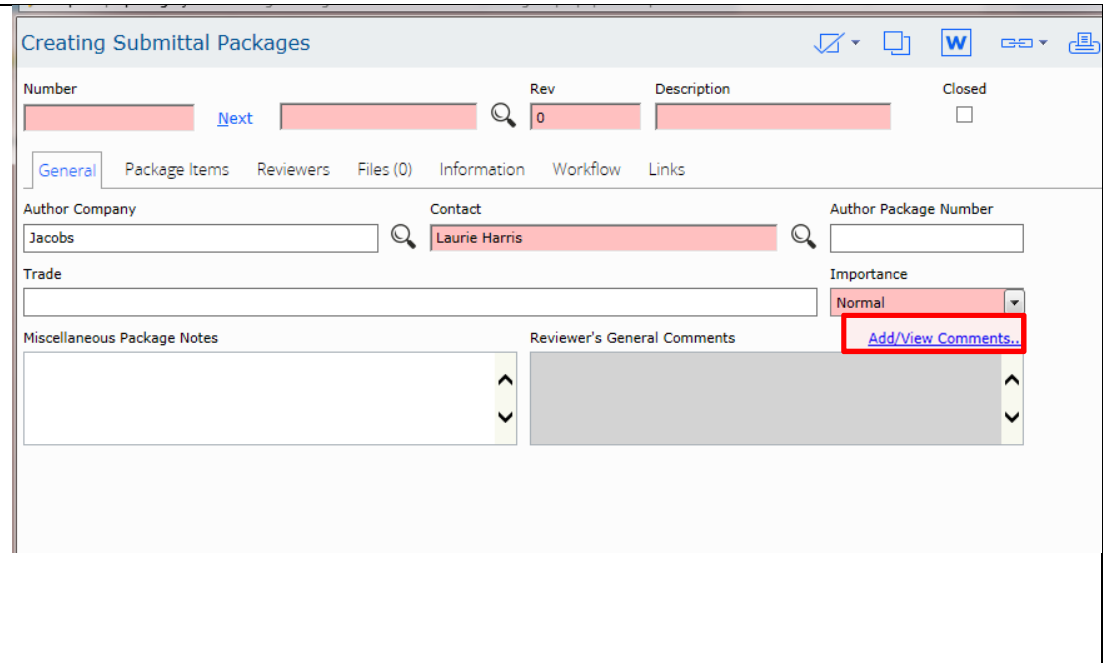


Figure 2.3

When the dialog box opens, it is auditable, meaning that the comments will be date stamped along with the name of the person recording the comments in the field.  
 If additional comments are added later, those comments will also be date and name stamped.

**IMPORTANT NOTE:** *The comments are not editable once saved.*

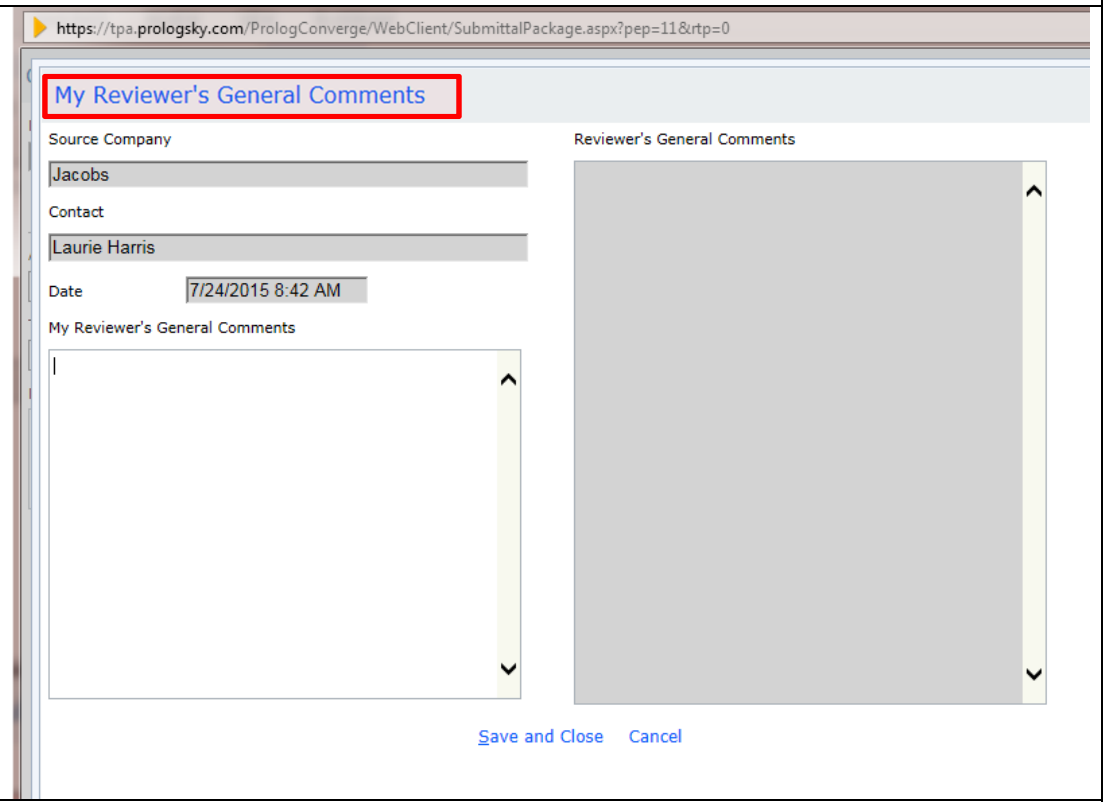


Figure 2.4



**Package Items tab**

General Tips about this screen: If you want to shrink the fields that you don't use, simply drag them closed. They won't disappear, but you can make them minimal and then you will be able to see more of the fields across your screen.

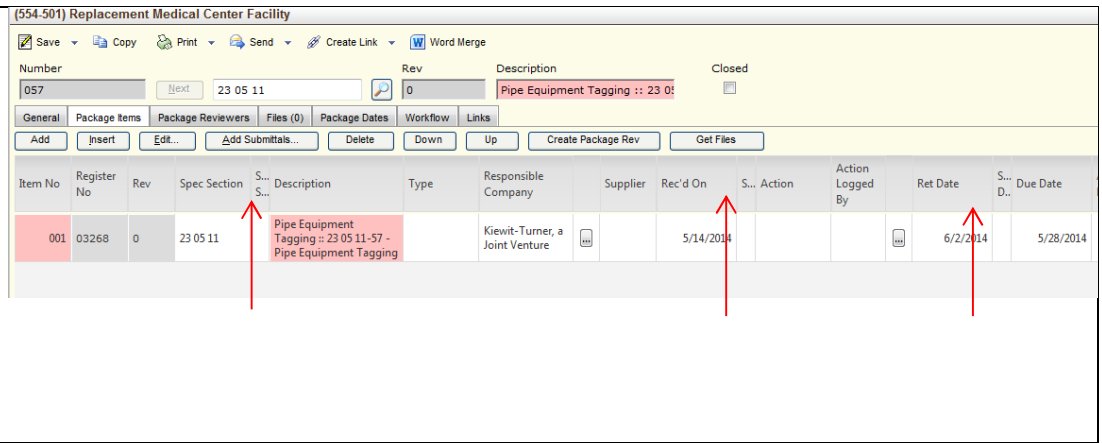


Figure 3.1

**Linking Submittal Items** from the Register to the Package Items by clicking on the “Add Submittals” option in the Package Items.

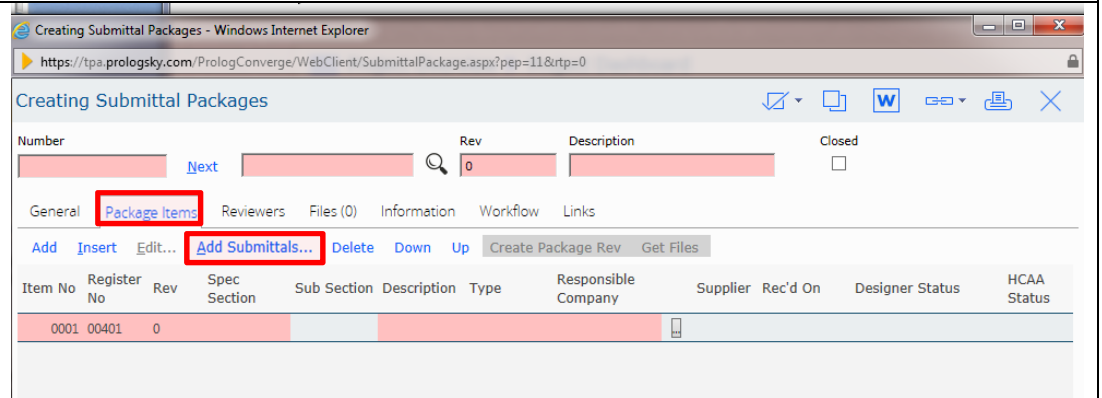


Figure 3.2

Select the appropriate Register Item(s) from the selection list. If the screen is blank, Refresh.

Select by checking the box at the far left of the line.

When complete, click on the “Save”

*Note: All documents should be attached to the Register Item, not the Package.*

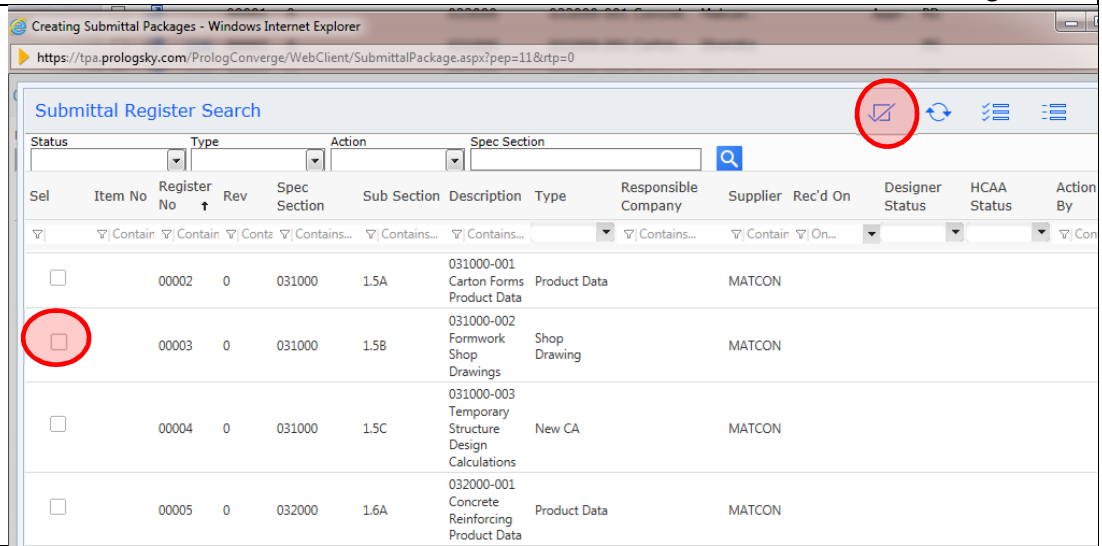


Figure 3.3

If you go into the Submittal Register, if a register item is attached to a Package, that the Package is referenced along with the Item (line) number in the package.

*If you need to add a register item that does not exist in the Submittal Register you need to create the new item in the Submittal Register module rather than in the Packages so that your files can be uploaded to the register item record.*

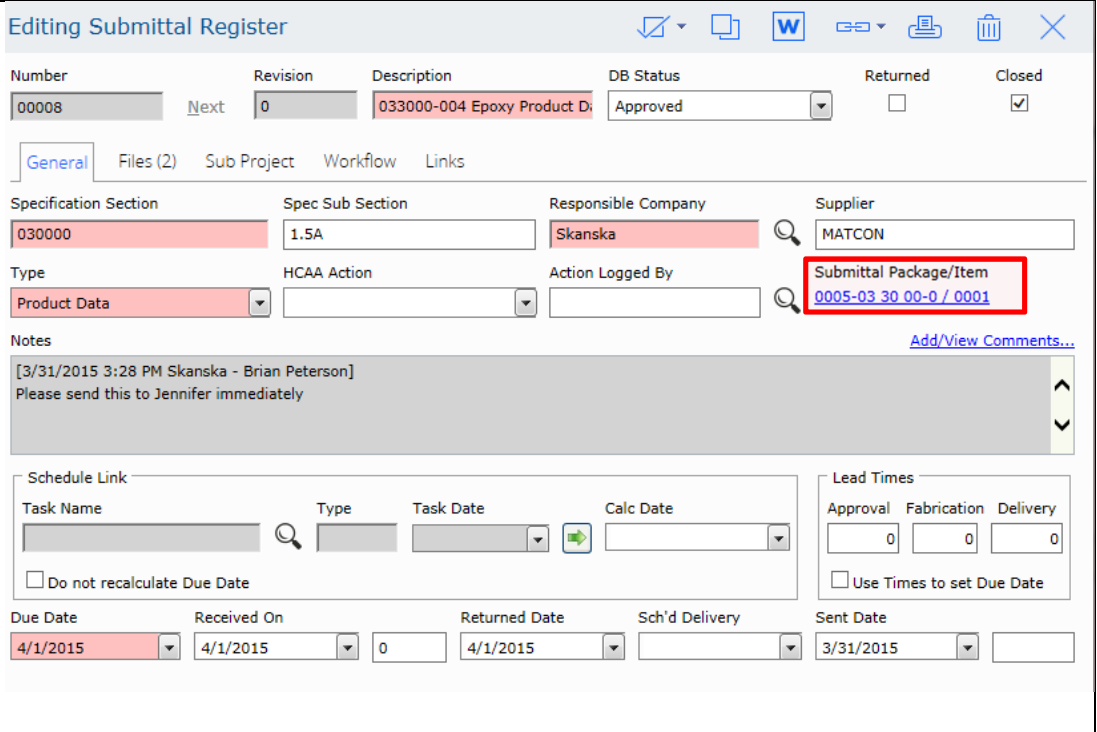


Figure 3.4

### Submittal Reviewers Process

#### The Package Reviewers tab

Add each reviewer to this tab with the “Action Required” box checked, and they will receive a notification that the submittal is ready for review. The Reviewer will provide their action comments and notes in this row as well as providing Review Comments on the General Tab.

The Reviewers should be: PD / PM, Designer for Construction, Document Controls. The “Action Req’d” box must be checked so notifications go out.

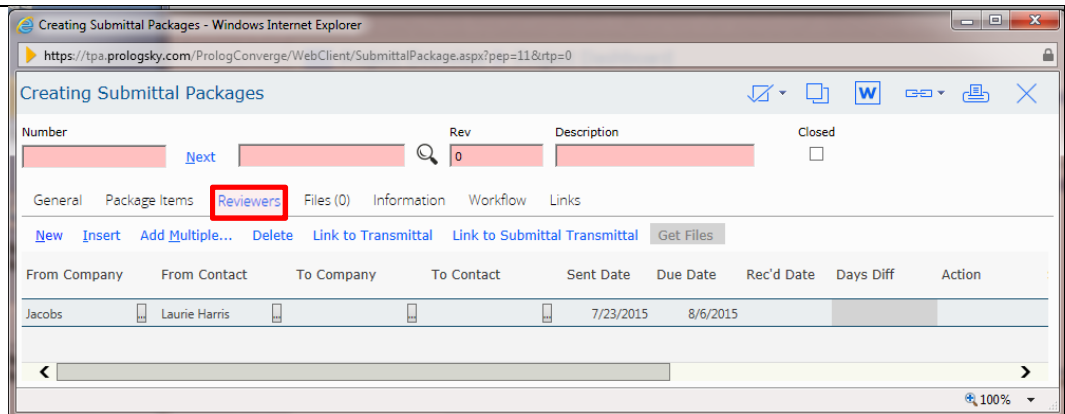


Figure 4.0

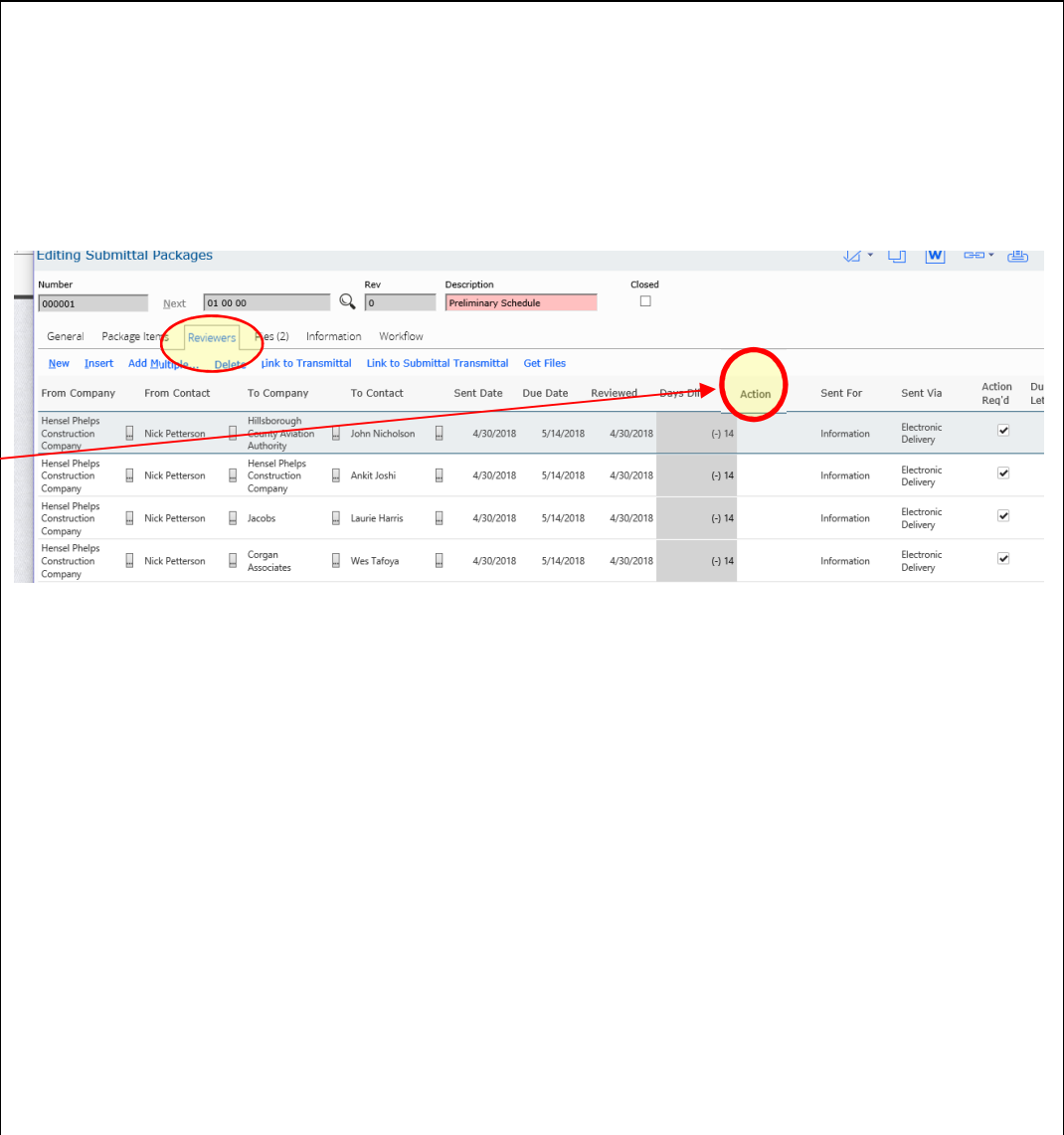
**NOTE on Reviewer sequencing**

Enter the Reviewers in the order of Review, i.e. Architect first, HCAA Maintenance (if required), PM, etc. Then set the sent date and due dates so that each review follows the one before. Provide enough time for each required reviewer to complete their review and make comments based on the contractual review time.

As a Reviewer completes, they can adjust the send / due dates for the subsequent reviewers to move the timeing along.

When the notification is received for the package, The Reviewer will review and forward to anyone on their team that needs to review as well. This can be done either by adding them to the Reviewers Tab or just internally through email. When the Design review is complete they will indicate *Exceptions Taken* or *Approved* in the **Action** field on the **Reviewers** Tab. If there are multiple register items in the package and all of them are approved, the **Action** selection will be *Approved*. If there are items that have *Exceptions Taken*, *Revise & Resubmit*, or *Rejected*, the **Action** will be *“Exceptions Taken”*. For Reviewers that do not have *“approval”* requirements, they can select *“Reviewed”*

Enter the *“Reviewed”* date, and uncheck the box next to your name.



From Company	From Contact	To Company	To Contact	Sent Date	Due Date	Reviewed	Days Off	Action	Sent For	Sent Via	Action Req'd	Du Let
Hensel Phelps Construction Company	Nick Petterson	Hillsborough County Aviation Authority	John Nicholson	4/30/2018	5/14/2018	4/30/2018	(-) 14	Approved	Information	Electronic Delivery	<input checked="" type="checkbox"/>	
Hensel Phelps Construction Company	Nick Petterson	Hensel Phelps Construction Company	Ankit Joshi	4/30/2018	5/14/2018	4/30/2018	(-) 14	Approved	Information	Electronic Delivery	<input checked="" type="checkbox"/>	
Hensel Phelps Construction Company	Nick Petterson	Jacobs	Laurie Harris	4/30/2018	5/14/2018	4/30/2018	(-) 14	Approved	Information	Electronic Delivery	<input checked="" type="checkbox"/>	
Hensel Phelps Construction Company	Nick Petterson	Corgan Associates	Wes Tafoya	4/30/2018	5/14/2018	4/30/2018	(-) 14	Approved	Information	Electronic Delivery	<input checked="" type="checkbox"/>	

Figure 4.1

Only one Design Status can be entered per register item so the Design lead will need to determine that status based on all of the reviewer comments and *“Action”* in the Reviewers Tab.

Once the Design Team has reviewed if the Authority Maintenance Department requires review the Designer answering the submittal will add the Maintenance

	Reviewers to the <b>Reviewers Tab</b> according to the attached listing, and will Check <b>Action Required:</b>
<p><b>Maintenance Review</b></p> <p><i>See Figures 4.0, 4.1, and 5.0</i></p>	<p><b>Maintenance Review</b></p> <p>Each Maintenance reviewer will enter their comments in the Reviewer’s Tab under their name by selecting the Comments field, and entering their comments for each package item.</p> <p>If there are multiple Maintenance people that need to review the submittal package, there should be a lead chosen for each type of submittal. Only one HCAA Status can be entered per register item so the Maintenance lead will need to determine that status and notes based on all of the reviewer comments in the <b>Reviewers Tab</b>.</p> <p>In the <b>Reviewers Tab</b> each Maintenance reviewer will provide their “Approval” or “Exceptions Taken” in the Action field. If there are multiple items in the package and one or more are not acceptable, the Status will be “Exceptions Taken”. Comments should be entered in the Comments field and should indicate which register item(s) the comments pertain to. When all of the maintenance people have completed their reviews the lead will combine all comments and will enter them on each <b>Submittal Register</b> Item in the Package Items tab and will indicate the status in the HCAA Status field. If anyone has comments that require contractor response the Status must be <i>Revise and Resubmit or Rejected</i>.</p>
	Figure 4.3

On the **Package Items** tab for each item they will list the specific “**Design Status**” or if Maintenance, “**HCAA Status**” :

- Approved
- Approved as Noted
- Comments Included
- Exceptions Taken
- In Progress
- No Exceptions Taken
- Pending
- Rejected
- Revise & Resubmit
- Void

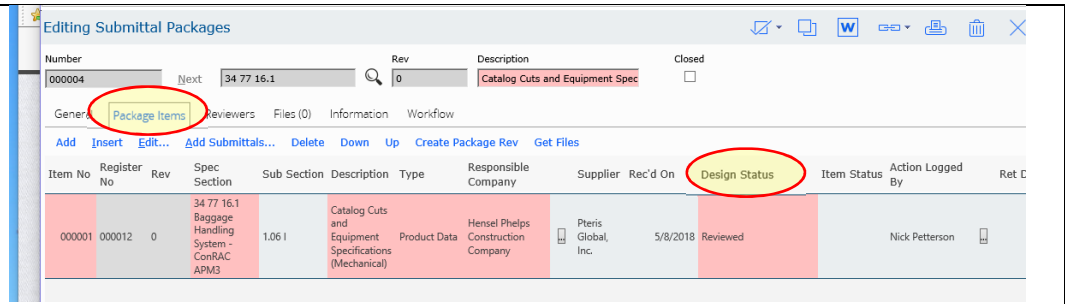


Figure 5.0

**FILES TAB**

Do not use the Files Tab for Packages – All documents should be uploaded to the Register Item.

Figure 6.0

**Workflow Tab**

The Reviewers Tab is used instead of the Workflow for Submittals

Figure 7.0

**SAVE**

When the review is completed, *Save and Exit* the Record

**Package Revisions.** If an Item is “*Rejected*” or Returned for “*Revise and Resubmit*”, a **Submittal Package Revision** will be needed when the revisions are received. The original record remains open until the revision is received.

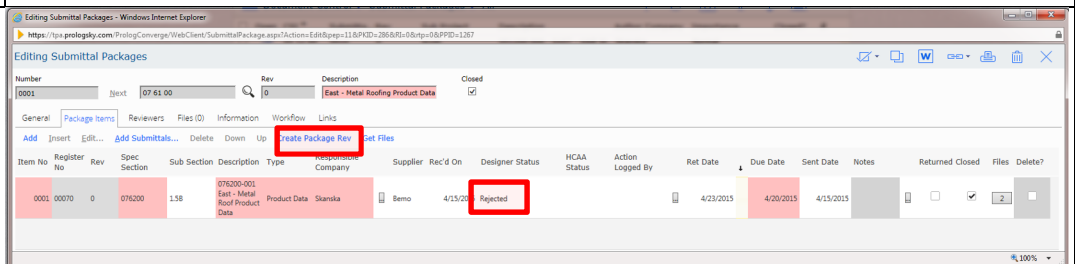


Figure 8.0

When the revision is received, select **“Create Package Rev”** in the original record and a new record will open with the relevant information already populated and a Rev x number will be added for whatever revision this is. All of the information from the original record will go with the Rev record, and the review of the revised submittal will be recorded in this Rev’d record.

Proceed with the review of the revised package item as with the original

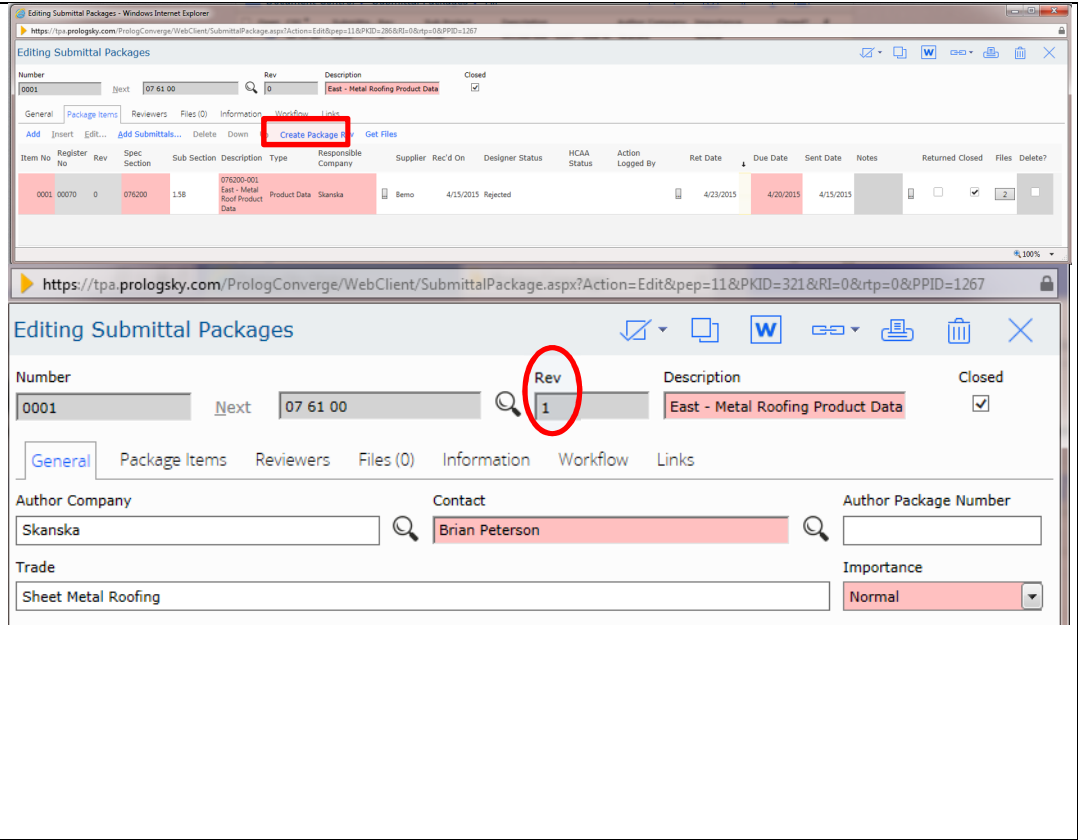


Figure 8.1

When the revision comes in and the Revised Package is created, return to the original record and Close the Record.

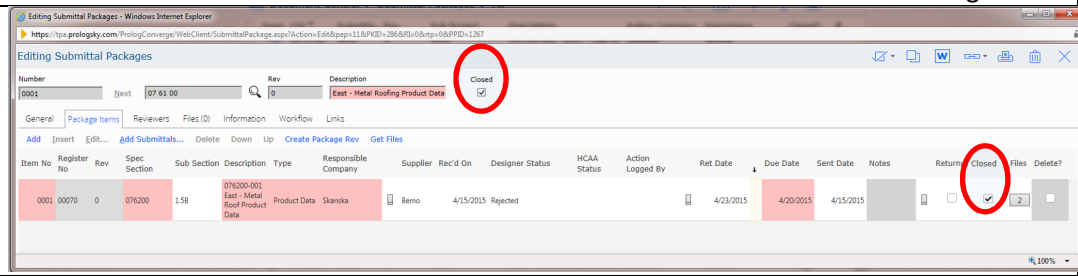


Fig. 8.2

The purpose and timing for this process:

I. Owner Direct Purchase (ODP) Change Order:

This process outlines the details for processing Owner Direct Purchase (ODP) materials and equipment for the Master Plan projects.

- A. Within 30 days of NTP, the Contractor / Design Builder (DB) will submit to the Project Manager (PM), and the ODP Manager (ODPM), a list of potential items that can be purchased / procured under the ODP Program, via Prolog Transmittal.
- B. The Contractor, PM and ODPM will vet the potential ODP items to determine the Deductive Change Order (CO) value.
  1. In general, ODP purchase orders should be greater than \$10,000 in value. If a PO might be lower than the \$10,000, these will be discussed on a case-by-case basis.
  2. It is preferred that the items do not reduce the Contractor/DB Women and Minority Owned Business Enterprise (WMBE) / Disadvantaged Business Enterprise (Contractor/DB) participation below their contractual requirement. Any items that may reduce the WMBE / Contractor/DBE participation must be identified.
- C. The PM will initiate the ODP Deductive CO and will follow Process CD-03 MP Construction Change Order. In the Finding of Fact, the PM must identify the use of the ODP program for each specific opportunity.
- D. Upon approval of the CO, the Master Plan Cost Control (MPCC) team will enter the CO into Prolog and adjust the ODP and Construction budgets respectively.
- E. The MPCC and Master Plan Invoice Compliance (MPIC) team will review the updated Contractor/ DB Schedule of Values (SOV) for the appropriate reduction in the cost of work and proper allocation to the ODP line item(s) as part of the next month's payment application.
- F. The Contractor/DB will reduce the SOV cost of work line item(s) and add the value of the deductive CO to the ODP SOV line item(s). The ODP SOV line item(s) will not be calculated into the bottom line totals. When the CO is issued, the Contractor/DB Fee will not be reduced.
  1. MPCC and MPIC will coordinate review of SOV to the ODP Prolog Report each month as needed. As invoices are processed and fees become available, the Contractor/DB will bill for ODP fees every month based on the paid invoices plus the tax.

II. Issuing ODP Purchase Order (PO):

- A. Once a vendor is identified, and chosen for ODP, the Contractor/DB and Sub will provide the HCAA Terms and Conditions (T-Cs), complete with Civil Rights Exhibits A or B, and the Insurance Requirements, to the Vendor for their review and acceptance. The Vendor, the Sub, Contractor/DB and HCAA must all agree to any changes to the T-Cs. Acceptance by the Vendor, Sub and Contractor/DB will be provided in an email to ODPM.



- B. If changes are requested, the Vendor may do a “red line” mark-up of the T-C’s, and the Contractor/DB and Subcontractor shall include any terms and conditions which they have negotiated with the vendor, i.e. payment terms, warranties, retainage, phased deliveries, etc. These requested changes will be compiled with the HCAA PO T-C’s, and the ODPM will submit them to Procurement for review by the Authority’s Legal Affairs Department. The ODPM will forward the requested revisions to Procurement and they will forward the request to the Legal Affairs Department for review. This review of changes can go back and forth until all T-C’s are agreed to by all parties (HCAA, Vendor, Sub and Contractor/DB).
1. All T-Cs must be agreed upon in writing before the Draft PO will be created. In addition to the T-C’s being accepted, the vendor must register on the Authority’s Vendor site prior to PO creation of the PO. Registration can be found here: <http://www.tampaairport.com/procurement-department>. For assistance the vendor can contact the Procurement department at **Phone: (813) 870-8796, [ProcurementHelpline@TampaAirport.com](mailto:ProcurementHelpline@TampaAirport.com), **During the Hours: 8:30 am-5:00 pm****
- C. Once the T-C’s are accepted and the vendor is registered, the Contractor/DB or Subcontractor will send the Purchase Order Requisition (POR) via Prolog Transmittal to the ODPM with the required information.
1. The Contractor/DB Proposal Cover sheet shall include:
    - a) *Project Name and Number*
    - b) *Subcontractor Name and Contact with contact email and phone #*
    - c) *The Name, address, telephone and email of a contact person at the Supplier.*
    - d) *Total Material Costs*
    - e) *Sales Tax that would be applied*
    - f) *Total Contract Deduction (total PO amount)*
  2. The Supplier Quote (not from the Subcontractor) should provide sufficient detail to show what the authority is purchasing with quantities, unit prices, and extended pricing. This will be attached to the PO for detail. The PO should be written as a lump sum.
    - a) *A delivery location with a delivery contact name and phone #.*
    - b) *The Quote / POR should not include delivery or installation costs.*
    - c) *If the subcontractor requires a specific delivery date for items in the PO, that delivery date must be called out in a delivery schedule in the Purchase Requisition.*



3. Proof of solicitation of at least three bids for each ODP item or explanation as to why three bids were unobtainable.
4. The POR is to be submitted to HCAA no less than 20 days prior to the date required for issuance of the ODP PO. The order date will have taken into account the lead time necessary to ensure that the design team has reviewed and approved all submittals and/or other pertinent information so that the POR can be processed with the information provided by the Contractor /Contractor/DB.
5. ODPM will forward the POR to the P&D Admin (PDA) for entry of a Requisition in Oracle, and will create a PO in Prolog in the Contracts module with status Pending.
6. PDA will enter a Lump Sum Requisition for the total of the ODP item(s) into an Oracle Purchase Order Requisition (REQ), and will indicate the detail is attached for Authority approvals. Unless specifically called out in the POR, the Requisition will not include a due date. This column on the Requisition / PO should be blank.
  - a) *The Oracle REQ will be coded as task 99 and routed to Finance. Finance will apply the Oracle REQ to the applicable project and code the REQ tasks as Construction with a sub code of ODP. The Oracle REQ will be routed through the established Oracle REQ approval workflow.*
  - b) *Once the REQ is approved, notification will be sent to Procurement and Finance.*
7. Procurement will prepare a Draft PO attaching the following documents:
  - a) *Agreed upon T-C's*
  - b) *Insurance Requirements*
  - c) *Civil Rights Attachment*
  - d) *Current Florida Consumer's Certificate of Exemption*
  - e) *Certificate of Entitlement*
  - f) *E-Payable Instruction and Documentation*
  - g) *The POR*
8. Procurement will forward the DRAFT PO to the ODPM for Contractor/DB, Sub and Vendor Approvals. ODPM will forward the DRAFT PO with all attachments to the Contractor/DB via Prolog Transmittal with the ODP PO Workflow.
  - a) *The PO shall be sent to the Contractor/DB for approval no later than 10 calendar days after receipt of the Contractor/DB POR Form, as long as all requirements for T-C acceptance have been met. ODPM will status the Prolog PO as Pending Contractor/DB Approval.*

9. The Contractor/Contractor/DB will verify that the PO matches the submitted requisition document and that the vendor and sub are in agreement that the PO and all attachments (T-C's, Civil Rights Exhibit, and Insurance Requirements) are agreed to. The verification shall be through the approval of the workflow in the Transmittal sent with the DRAFT PO.
  10. When the Contractor/DB approval of the workflow is received, ODPM will copy the approval and forward it to Procurement with a request that the final PO be issued to the Vendor.
  11. Procurement will issue the PO to the vendor inclusive of all attachments and will courtesy copy ODPM.
  12. ODPM will forward a copy of the final PO to the Contractor/DB, PM and other relevant Project team members.
  13. ODPM will status the Prolog PO (Contract) as Final Approva
- D. Purchase Order Revisions
1. If a revision is needed on a Purchase Order for material changes or quantity changes, the Contractor/DB will submit a PORC (Purchase Order Requisition Change) request via Prolog Transmittal referencing the current PO number.
  2. The ODPM will submit the request for change to Procurement copying all approving parties and requesting their approvals for the PO change.
  3. When the approvals are received for the change, Procurement will issue a revised purchase order with the changes.
- III. ODP Invoice Approval and Payment
- A. The Vendor will send invoices to [ODPInvoicing@TampaAirport.com](mailto:ODPInvoicing@TampaAirport.com). ODPM has access to this email box.
  - B. ODPM will forward all invoices to the Contractor/DB to initiate the approval process.
  - C. Contractor/DB will check the accuracy of the billing against the PO Document and verify materials received. Contractor/DB will enter the invoice(s) in the Prolog Contract Invoices module, under the PO number (Contract). The Invoice, and Contractor/DB's invoice verification form will be attached to the record.
  - D. By Florida Statute, all invoices must be paid within 25 business days of receipt of a valid invoice. If not paid within this timeframe, a 1% per month interest fee is charged.
    1. Invoice Approval is first by Contractor/DB and their Sub. The Contractor/DB will verify receipt of materials as attested to by the sub via the Invoice Verification form, and will approve the Contract Invoice workflow. The Contractor/DB has 10 days to obtain the sub approval and approve the workflow in Prolog.

- a) If the invoice is received by the *Contractor/DB* Sub and the materials cannot be verified for invoice approval, the invoice must be rejected immediately with the reason for the rejection. The Contractor/DB will immediately notify the ODPM so the invoice can be rejected back to the vendor for correction.
  - b) The ODPM will notify the vendor of the rejection and the reason for such rejection, and will request that the invoice be resubmitted with a new / current date when the requirements for the materials have been met. All rejection correspondence will be filed with the PO / Invoice in SharePoint ODP files.
  - c) If the Contractor/DB does not approve the invoice in a timely manner, causing the approvals to be delayed beyond 25 days, the Contractor/DB may be back-charged 1% per month on the invoice amount for payment of interest owed per Florida Statute 218.735.
2. When the Contractor/DB approves the workflow it will move on to the ODPM for their review and approval. The ODPM will upload a copy of the PO to the record, review the Invoice attachments and verify that everything is accurate, and they will approve the workflow. The ODPM should process within **2 days**.
  3. The next approver will be the Project Manager (PM). They will review the record and all attachments to confirm the accuracy and then will approve the workflow. The PM should process the invoice(s) within 2 days of their receipt.
  4. When the PM has approved the workflow to the next step will be the Director of Construction Management (CM) who will confirm PM's approval through review of the attachments, and they will approve the workflow. The CM should approve within **2 days of receipt**.
  5. When the CM has approved the workflow the Contract Invoice is final and a notification will go the ODPM and Contractor/DB that the invoice(s) has been approved for payment.
  6. ODPM will copy the approval and send it via email to Project Payables. The email will include the following attachments:
    - a) *Invoice*
    - b) *Approvals*
    - c) *PO*
    - d) *Certificate of Entitlement*
  7. Project Payables will process the invoice through the Oracle approval process and upon approval will prepare and send the payment. They will provide a copy of the Certificate of Entitlement with the payment, and will provide a copy of the check or ACH payment to the ODPM.
  8. At Reconciliation each month, MPCC will reconcile the Prolog ODP invoices with Finance records of invoices paid during the month. The

- invoice record will contain all documents applicable to the invoice (invoice, verification, approval, check)
9. ODPM will forward a copy of ODP Contract Report showing all approved and paid invoices recorded and showing the actualized tax to date to the Contractor/DB for their Pay Application.
  10. The Contractor/DB will reconcile their ODP records to the ODP Prolog report, and will determine the fee to take for their pay application. The fee is calculated Contractor/DB on the percentage complete of each purchase order plus the tax for that percentage.
  11. Contractor/DBMPCC will enter an ODP Budget Transfer PCO recognizing the actualized sales tax savings based on the percentage complete of paid invoices to the PO total. The amount of the actualized tax savings will be transferred from the ODP Tax Savings Budget to the Owners Contingency Budget.
  12. In the event the payment is not made within 25 business days of receipt of the invoice, the ODPM will notify the Finance department that an interest payment will be due to the supplier. The ODPM will provide a spreadsheet calculating the interest at the rate of 1% per month for all invoices over the due date and will include it with the email approvals for payment processing. Two checks will be issued – one for the payment and one for the interest. When the interest payment is prepared, Finance will use the calculation sheet to determine the final late payment by filling in the actual payment date. The payment will be sent with the Late Payment Vendor Letter.
  13. The late fees accumulated will be deducted from the tax savings for the project.

### Asset Tracking

- E. When the PM reviews the invoice and approves they will provide an Asset Classification based on the Finance Department Asset Classification code list attached to this Process by adding a note to the workflow approval.
- IV. ODP Tax Savings Calculations will be done at the PO level with the calculation as follows:
- 7% on the first \$5,000.00 of the PO.
  - Subtract \$5,000 from the total
  - 6% on the Balance
  - Add the 7% and the 6% calculations together to determine the Total Tax Savings
- A. Each month the actualized tax savings will be determined by the percentage complete of each PO.
- V. ODP Close-Out
- A. When the final invoice is received from a vendor for an ODP PO and approved for payment, the email notification to Project Payables will indicate that the PO is

billed in full and it should be Closed. A copy of the email goes to Procurement and the Finance Controller.

1. If the Sub completes their scope of work and a balance remains on an ODP PO, they may request that the PO be closed and the remaining funds be returned to the contract. To close a PO with a balance remaining, the Contractor/DB must provide the following:
  - a) *An email verification from the sub that they have completed all of the work required in their scope that requires the materials in the PO, and that there will be no further materials ordered on the PO. The sub / Contractor/DB should provide a final invoice verification indicating the final remaining balance on the PO, and signed by the Contractor/DB and the Sub.*
  - b) *An email verification from the vendor that they have completed all material deliveries, all materials have been billed for, and all invoices have been paid. The vendor should provide their balance showing on the PO*
- B. When the Contractor/DB has these verifications, they will forward them to the ODPM via Prolog Transmittal and request that the PO be closed-out with Procurement and Finance. The Contractor/DB balance should be reconciled to the ODP PO Balance in Prolog.
- C. When the ODPM has reconciled all of the amounts and all invoices have been paid, an email will be sent to Finance with carbon copies (cc) to Procurement, requesting that the PO be closed-out and the remaining balance be returned to the ODP Funds for the Project.
- D. The ODPM will verify the PO is closed with the following Month's reconciliation to finance.
- E. The Contractor/DB may elect to request a reverse change order to have unused, and closed out PO balances returned to their contract by preparing a change order request and submitting it to the PM.
- F. The PM should request review by the ODPM to ensure that the amounts requested in the COR are available in the ODP funds.

#### VI. REFERENCES

- A. Standard Procedure S410.19
- B. Standard Procedure S410.19 Appendix A
- C. Florida Administrative Cost Rule 12A-15.004
- D. CD-03 MP Construction Change Order
- E. F.S. 218.735, Timely payment for purchases of construction services.

#### VII. ATTACHMENTS

- A. ODP Process Checklist
- B. Invoice Verification Template

- C. ODP Prolog Contract Report
- D. Asset Classification Listing

1. Purpose: The Purpose of this process is to outline how Requests for Information (RFI) will be managed by the Design Builder (DB) / Contractor. The intent of Prolog is to dynamically manage the question and response process between the AE and Contractor/DB (Contractors). The HCAA hosted Prolog system should be the primary system used by the Contractor/DB to submit RFIs and answer RFIs.

The Contractor/DB may elect to have first tier construction sub-contractors submit RFIs utilizing the HCAA hosted Prolog system. The Contractor/DB must have first tier Design sub consultants review and answer RFIs using the HCAA hosted Prolog system. The Contractor/DB will be required to work with the MPDC team to established preferred system notifications and reporting.

2. RFI Development: The Contractor will create an RFI record for each individual question or clarification required in relation to the contract plans and/or specifications. Response time metric reports will be reviewed weekly at the Owner Architect Construction meeting (OAC). Pending RFIs that have not been responded to within the required response time will be reviewed in detail at the OAC meeting. Below is a detailed review of the RFI Prolog fields.

### **General Info**

- A. Project RFI Number: This field is automatically generated.
- B. Subject: The Contractor/DB will enter a detailed description in the Subject line. This description will be reported on both summary level reports and detailed reports, therefore, a concise accurate description of the RFI question should be entered into this field.
- C. Importance: The Contractor/DB will select the level of importance from the drop down field. The Contractor/DB should take care to only submit truly critical RFIs as High Importance. All High Importance RFIs will be reviewed at the OAC meeting.
- D. HCAA Response Required: If the RFI requires action by HCAA, this box must be checked. By checking this box, a notification will be sent to the HCAA project team.
- E. Close: Once the Contractor/DB has received an answer and has no additional questions, the Close check box should be checked. Once the Close check box is checked the record will be locked from further editing.
- F. Date Created: This field will be automatically populated with the current date.
- G. Date Required: This field is automatically populated based on the contractual time requirements for the AE to provide a response.
- H. Date Answered: This date is entered when the AE submits an answer to the RFI question.



- 
- I. Discipline: The Contractor/DB will select the applicable RFI Discipline from the drop down selection options.
  - J. Category: The Contractor/DB will select the applicable Category from the drop down selection options.
  - K. Author Company: This field will be automatically populated based on the user log in information.
  - L. Author By: This field will be automatically populated based on the user log in information.
  - M. Contractor RFI Number: If a contractor is using an internal system alongside Prolog, they may elect to enter an internal reference number into this field.
  - N. Question: The Contractor/DB will enter a detailed question in this field by clicking on the “Add/View Comments...” button. All comments added to this field will be date and time stamped along with the logged in user’s name.
  - O. Answer Company: This field will be automatically updated when the Answered By field is updated.
  - P. Answer By: The responsible AE member will enter their name into this field.

### **Notes**

- A. Suggestion: The Contractor/DB member entering the RFI may submit a proposed solution in the Suggestion comment box, by clicking on the Add/View Comments... field.
- B. Comments: The AE can respond to the suggestion in the Comments field by clicking on the Add/View Comments
- C. The Specification Reference and Sketch drawing fields will provide added information if available.

### **Impact**

- A. Cost Impact: The Contractor/DB will indicate if the RFI will have a cost impact. If a cost impact is anticipated, the Contractor/DB will enter an estimated value. The Contractor/DB should enter any applicable details regarding the potential cost impact in the Cost Impact Comment field. If there is a true cost impact, the Contractor/DB shall identify the correct funding source (Design Builder Contingency or Owners Allowance) and follow the applicable process for applying funds.
- B. Schedule Impact: The Contractor/DB will indicate if the RFI will have a schedule impact. If a schedule impact is anticipated, the Contractor/DB will enter an estimated value. The Contractor/DB should enter any applicable details regarding the potential schedule impact in the Schedule Impact Comment field. The Design Builder Schedule Team should update the schedule accordingly.



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- C. Drawing Impact: The AE will indicate if the Contract Drawings will require an update via the ASI process. In order to ensure all RFIs requiring drawing updates are completed, the AE will enter the ASI number in the Comments field and check the Drawing Update Done box when the ASI has been issued.

### **Courtesy Copies**

The Contractor/DB will add any additional project team members that need to be included on the distribution of the RFI at the creation of the RFI. The Project Team can develop standard distribution lists to copy on all RFIs.

### **Files**

- A. The Contractor/DB will attach any applicable documents regarding the RFI to the Files Tab using the Quick Upload option.
- B. The AE may attach any applicable backup upon providing an answer.

### **Sub Project**

- A. Sub Project: The Contractor/DB will enter the applicable Sub Project from the drop down field. Reporting will be developed to group RFIs by the Sub Project field.
- B. Sent to HCAA: If the RFI is directed to HCAA, the Contractor/DB will enter the date the RFI is sent to HCAA.
- C. Phase: If applicable, the Contractor/DB will enter the Phase from the drop down field. Reporting will be developed to group RFIs by the Phase field.
- D. Space: If applicable, the Contractor/DB will enter the Space from the drop down field. Reporting will be developed to group RFIs by the Space field.

### **Work Flow**

Workflow will be utilized where HCAA Review of an RFI is needed. A standard Workflow will be available to select for the HCAA Review.

- 3. Reporting: Below are the three key reports that will be used for tracking and managing the RFI process.
  - A. Summary Log of All RFIs: The summary Log of All RFIs will be grouped by the Sub Project Field and sorted by RFI number. This report can be used by project team members to review the status of any RFI. No filters will be applied to this report.

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Below are the fields that will be included in this report.

- a. RFI #
  - b. Subject
  - c. Author Company
  - d. Answer Company
  - e. Date Created
  - f. Date Required
  - g. Date Response
  - h. Cost Impact
  - i. Amount
  - j. Schedule Impact
  - k. Days
  - l. Dwg (drawing) Impact
  - m. Dwg (drawing) Update Complete
- B. Summary Log All Open RFIs for OAC Meeting: This summary log RFI report will have no grouping, sorted by RFI # and filtered for all RFIs with no Answer. This report will be reviewed at each OAC meeting. Any RFIs that have a Days Late value greater than 0 will be reviewed and the AE will provide a status update.

Below are the fields that will be included in this report.

- a. RFI #
  - b. Subject
  - c. Answer Company
  - d. Submitted
  - e. In Review
  - f. Date Required
  - g. Days Late
  - h. Amount
  - i. Delay
- C. RFI Trending Charts: This report will provide graphical metrics on the RFI Response Time in days, comparison pie chart of RFIs answered on time vs late and a stacked histogram of the RFI submitted per month broken out by RFIs answered on time vs RFIs answered late.

1. **Purpose:** The Purpose of this process is to set forth standards for the use and management of Construction Phase Meeting Minutes. The Contractor / Design Builder (DB) and HCAA Project Manager(s) (PM) should utilize the Prolog Meeting Minutes Module to track, report and manage all Construction Phase Meeting Minutes. All meetings coordinated by the Contractor / DB shall be managed using the Prolog Meeting Minutes module.
2. **Meeting Minute Tracking, Reporting and Management Responsibilities:**
  - A. The Contractor / DB shall track, report and manage any Meetings included in the contract and project manual, and coordinated by the Contractor / DB.
  - B. The Project Manager will be the meeting owner, and will be responsible for tracking, reporting and managing all other Project Meetings not included in the Contractor / DB contract and project manual.
  - C. The Meeting Owner, either the Contractor / DB or the Project Manager, shall complete the Meeting Minutes in Prolog as detailed here:
3. **Meeting Items**
  - A. Meeting Set: This is the title of the meeting. Master Plan Document Control (MPDC) will enter Meeting Set categories into Prolog. The Contractor / DB or PM will inform MPDC of any required Meeting Sets. Selection of the correct Meeting Set is critical to the filing organization of meeting minutes. The Contractor / DB should request the support of MPDC, if there are questions on which set to use.
    - 1) Number: The Number field will automatically update in Prolog based on the Meeting Set selected.
    - 2) Meeting Date: This date field will automatically populate in Prolog to the current date. The Meeting Owner should manually update this field to the actual meeting date.
    - 3) New: The New button will add Meeting Minute items.
    - 4) System No: Prolog automatically populates this field.
  - B. The Meeting Owner will complete/ update the following fields
    - 1) Item No: Prolog automatically populates. Meeting Owner will need to ensure that there are no duplicate Items. If there are duplicate item numbers, Prolog will not save the record.
    - 2) Title: The Title should repeat for all items associated with an agenda topic. The Meeting Owner should use an alphabetical ordering system to ensure that agenda items are sorted in ascending order on the Detailed Meeting Minute Reports.
    - 3) Description: The Meeting Owner will enter an item description and all associated detailed notes.

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- 4) Responsible: The Meeting Owner will identify the person(s) responsible for completing each meeting item. The Meeting Owner, as a rule of thumb, must have one Responsible Person for each meeting item.
  - 5) Status: The Meeting Owner will update the meeting item status using drop down selection options.
  - 6) Topic: This field will not be used and will be hidden from General users.

#### 4. Other Details

- A. *Purpose of Meeting*: The Meeting Owner will provide the description and purpose of this meeting.
- B. *Location of Meeting*: The Meeting Owner will indicate the location of the meeting, including the conference room.
- C. *General Notes*: The Meeting Owner will indicate any other general information about this meeting in this section.
- D. *Next Location of Meeting*: The Meeting Owner will indicate the location of the next meeting, if known.
- E. *End Comments*: This field will not be used and will be hidden from General users.
- F. *Next Meeting Date*: The Meeting Owner will indicate the next meeting date, if known.
- G. *Next Meeting Time*: The Meeting Owner will indicate the next meeting time, if known.
- H. *Prepared By*: This field is automatically populated by the user entering the minutes.
- I. *Prepared by Company*: Prolog will automatically update this field in accordance with the name in the “Prepared By” field.

#### 5. Attendees

The Meeting Owner will add new attendees by clicking on the “New” or “Add Multiple...” buttons. The Meeting Owner will include all individuals in attendance. When adding new individuals, Prolog will automatically populate the Company and Contact Information fields. Reference the Meeting Minute Work Instructions for details on how to add new attendees.

#### 6. Courtesy Copies

The Meeting Owner will add new Courtesy Copies by clicking on the “New” or “Add Multiple...” buttons. The Meeting Owner will include all identified required Courtesy Copy individuals as provided by the Contractor / DB and PM. When adding new individuals, Prolog will automatically populate the Company and Contact Information fields. Reference the Meeting Minute Work Instructions for details on how to add new Courtesy Copies.

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**7. Files**

The Meeting Owner will add all related meeting documents under the Files tab using the Prolog Quick Upload feature. Reference the Meeting Minute Work Instructions for details on how to add documents using the Quick Upload feature.

- 8. Issuance of Meeting Minutes:** The Meeting Owner will send the updated meeting minutes to the attendees and individuals listed in the courtesy copy within 48 hours of the meeting. For details on how to send meeting minute reports, please reference the meeting minute Work Instructions.

**Purpose:** The Purpose of this process is to outline how Inspections and Testing required in the Contract Documents will be managed by the Contractor/Design Builder (C/DB). The Owner hosted Prolog system will be the primary system used by the C/DB team to track, schedule and manage the inspections and testing requirements for the project.

The intent of Prolog is to dynamically manage the scheduling of and reporting on all required inspections and tests for the project. The C/DB may elect to have first tier construction sub-contractors submit inspections and testing schedules and testing companies upload results and reports into the appropriate register items in Prolog. The C/DB will work with the Master Plan Document Controls (MPDC) team to established preferred system notifications and reporting.

**Process:** At the beginning of the project, the C/DB will provide an Inspections and Tests register (in an Excel import template) of what is required according to the Contract Documents, by specification and area. Once the register is approved by the Design team and HCAA, the “Register” will be imported into Prolog for tracking purposes during the project. The Register identifies each activity associated with installation, construction or maintenance that requires inspection and/or testing; identifies who is responsible for performing the inspections and testing functions; defines the "level" of inspection required; and identifies the required acceptance criteria and referenced specification, code or standard by which it is governed.

Inspections and Tests Register Development: The register should be based on the requirements of the codes, standards, engineering specifications and contract documents governing the construction or maintenance operations associated with the project.

- 1) Contractor Self-Performed QC Inspections & Tests. Per Section 01400 – Quality Control Services requires C/DB to perform and document, in Prolog, all Quality Control (QC) Inspections and Tests not otherwise performed by 3<sup>rd</sup> Party Quality Assurance/Quality Control (QA/QC) firms retained by the C/DB.
  - a. Document Material Receipt and Storage Inspections for all material and equipment delivered to the project site, Refer to Section 01600 – Materials and Equipment and Section 01640 – Product Handling for additional delivery, storage, protection and handling requirements.
  - b. Document Initial Phase Inspections at the start of each Definable Feature of Work (DFOW).
  - c. Document all QC Testing by properly qualified personnel of such material and equipment as required by the technical specifications within the contract documents.
  
- 2) Third Party Performed QC Inspections & Tests. The C/DB shall retain and pay for qualified third party inspections and testing firms, as required by the Contract documents, including the following:
  - a. Threshold Inspections: Unless otherwise indicated in the Contract Documents, the C/DB shall provide the services of a qualified threshold inspector, acceptable to the Authority, to provide threshold inspection services of the Work as required by applicable laws and codes.
  - b. Inspections by Authorities Having Jurisdiction (AHJ): The C/DB shall notify and coordinate with all AHJ entities, and schedule all applicable inspections and tests with such AHJ entities, in a manner which maintain the progress of the Work. The C/DB shall notify the Authority of all scheduled AHJ inspections. The Authority’s QA and Project Management staff will attend those AHJ inspections as appropriate.

- c. Testing Laboratory Services: Unless otherwise indicated in the contract documents, the C/DB shall provide the services of a qualified independent testing laboratory, acceptable to the Authority, to inspect and test the Work and provide reports according to Section 01410 – Testing Laboratory Services.
  - d. Distribution of Inspection/Test Reports Section 01410 – Testing Laboratory Services requires the C/DB to ensure that the Authority QA and PM staff are notified immediately of any failed tests and/or inspections and also copied directly by the testing laboratory and inspection firm on all test and inspection reports.
- 3) Off-Site Plant/Shop Inspections C/DB shall ensure that required inspections of off-site fabrication facilities, shops and plants are performed and the Authority is given adequate prior notice of any scheduled off-site inspections to allow them to attend if desired. The QA staff and/or inspector/construction coordinator may make random visits to such offsite facilities to spot check their quality control processes, observe facility fabrication, progress and/or review calibrations or certifications in an effort to monitor C/DB compliance with the project specifications.
- a. Calibration of Testing Equipment: Section 01410 – Testing Laboratory Services requires the C/DB to provide evidence that all applicable testing equipment has been properly calibrated. Submittals and test reports shall also include appropriate equipment identification information. The Authority QA staff and/or inspector/construction coordinator will make random spot checks of test equipment used in the field to monitor C/DB's compliance.
  - b. Scheduling/Witnessing of Inspections & Tests Section 01410 – Testing Laboratory Services requires the C/DB to properly notify Authority QA staff of all scheduled inspections and tests in order to allow QA staff to witness such inspections and/or tests as deemed appropriate.
  - c. Control of Field Work Section 01390 – Control of Work requires the C/DB to provide the Authority QA and PM staff written documentation of all field engineering, survey and layout work, including field notes.
- 4) As inspections and/or tests are performed, the records will be updated. When inspection and/or test reports are complete, they will be uploaded to the appropriate record with the Pass/Fail information entered. When this information is completed and saved, a notification will go out to the PM and QA teams for review.

*NOTE: Each report issued will be uploaded to a single register item. For example, every concrete test completed should be a separate record and the location specifically called out.*

*Where multiple tests of the same type will be done, in the original imported register, a single register item can be added, and then as each test occurs, the record can be copied and updated for that specific test.*

- a. When the inspection has been completed, the C/DB (or testing company) will find the appropriate record in the Inspections & Tests register, complete the information in the record, and upload the report. A notification will be generated to the distribution list that the report is available for review.
- b. The QA/QC team reviews the uploaded report and, if everything is sufficiently documented, the record can be closed.

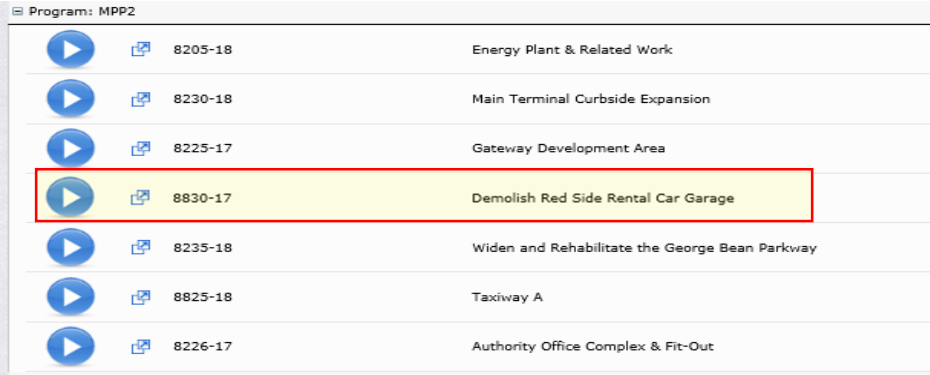
- c. If a test has failed, it is noted and the Authority QA or PM staff will follow-up with the C/DB regarding rescheduling of the inspection.
- d. When the re-inspection is required, a new record will be created using the original number with an R1, i.e. 0047R1 is the number and the description will be the same as 0047, with the date at the beginning changing to the current inspection date. The original record 0047 can then be closed with a reference to 0047R1.
  - i. Follow the procedure with the revision as with any new inspection record.*
  - ii. If a user “Copies” the record, most of the information from the first record will copy over and the user can just update with the proper reports, dates, etc.*



The following work instruction covers the details of the Inspections and Testing Management Process in Prolog.

Pink highlighted fields are required and must be completed before the record can be saved so make sure you have all of your information ready and accurate prior to starting the record.

- 1) Select the project from the Portfolio screen.
- 2) Select Field Admin / Inspections & Tests
- 3) To Create a NEW Inspection and Test record, select Create, or select a similar record to what you want to send and then Copy.
- 4) Complete each tab according to the Specific Directions
  - a. General Tab
  - b. Detailed Items
  - c. Files
  - d. SubProject
  - e. Workflow

<p>Select the Project you will be working in by clicking on the blue arrow next to the Project in the list.</p>	 <table border="1"><thead><tr><th>Program: MPP2</th></tr></thead><tbody><tr><td></td><td></td><td>8205-18</td><td>Energy Plant &amp; Related Work</td></tr><tr><td></td><td></td><td>8230-18</td><td>Main Terminal Curbside Expansion</td></tr><tr><td></td><td></td><td>8225-17</td><td>Gateway Development Area</td></tr><tr><td></td><td></td><td>8830-17</td><td>Demolish Red Side Rental Car Garage</td></tr><tr><td></td><td></td><td>8235-18</td><td>Widen and Rehabilitate the George Bean Parkway</td></tr><tr><td></td><td></td><td>8825-18</td><td>Taxiway A</td></tr><tr><td></td><td></td><td>8226-17</td><td>Authority Office Complex &amp; Fit-Out</td></tr></tbody></table>	Program: MPP2			8205-18	Energy Plant & Related Work			8230-18	Main Terminal Curbside Expansion			8225-17	Gateway Development Area			8830-17	Demolish Red Side Rental Car Garage			8235-18	Widen and Rehabilitate the George Bean Parkway			8825-18	Taxiway A			8226-17	Authority Office Complex & Fit-Out
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	<p>Figure 1.0</p>																													

**GENERAL Tab**

**Description** – use a standardized Naming Convention for this field such as: **Location – Description of the Test** i.e. AS-A Support Space Electrical Inspection Report

**Specification Section:** This is a required field, and it is not a drop down field so it will be important to be consistent with input and use the standard CSI list for reference so the records match for each division. Please copy and paste the appropriate selection for consistency. You can also use “copy” records with the appropriate Specification listed so there is consistency.

In addition to this Specification field, there is a **Specification Subsection** field that can be used to further define the specification being addressed.

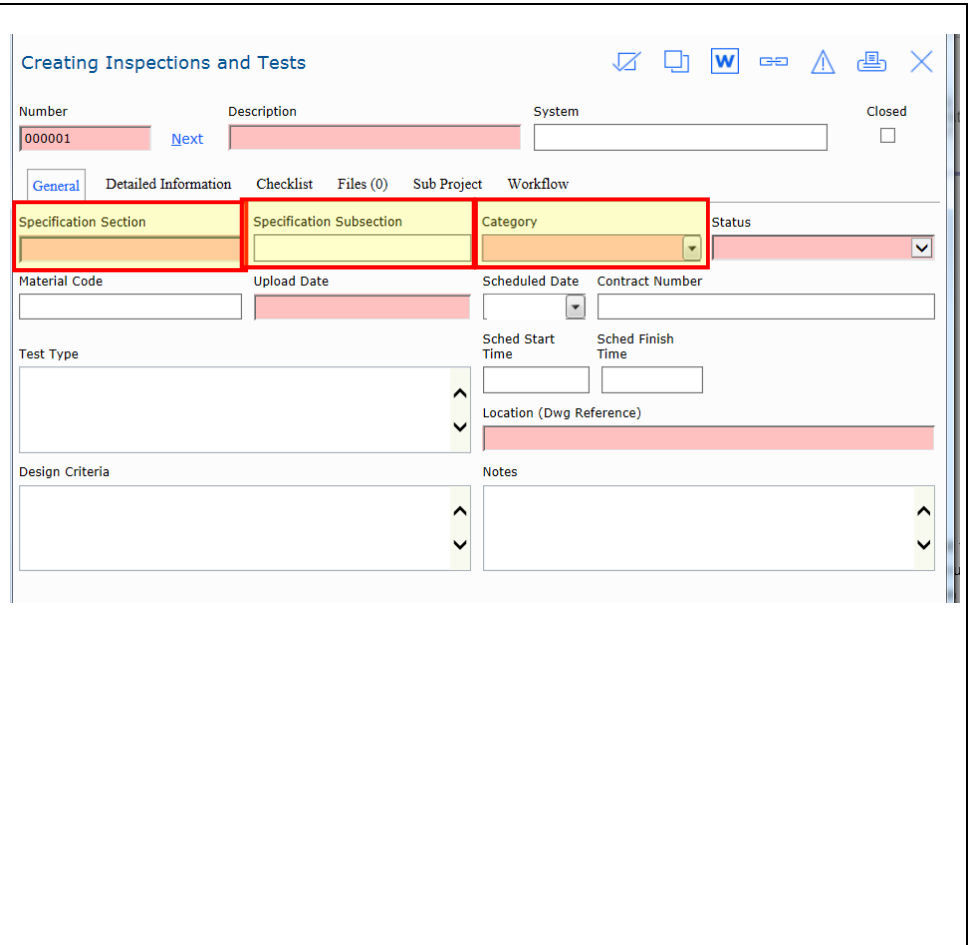


Figure 2.0

**Category** - Select the appropriate category for the type of test/inspection in this record.  
 AT = Agency Test Records – these are tests performed by 3<sup>rd</sup> party inspectors.  
 SI = Staff Inspection – these are tests performed by the C/DB staff, or HCAA Staff.  
 ST = System Testing – these are for “systems” installed. If the Category is System Testing, the “**System**” field should be filled in with the system being tested – i.e. Mechanical, Fire Sprinklers, etc.

Inspection Category (LU)	
AT	Agency Test Records   Soils Testing, Concrete Testing, etc.
CWP	Cutting/Welding Permits
QA	QA Checklist
SI	Staff Inspection   DB, HCAA, inspector reports
ST	Systems Testing   i.e. testing and balancing

Figure 2.1

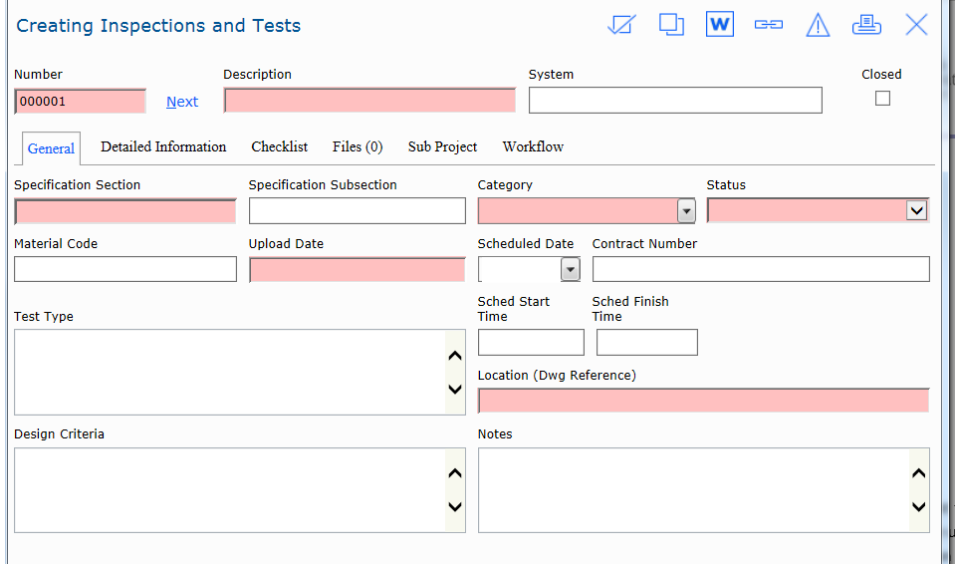
<p><b>Status</b> should be “Passed” or “Failed” for any type of testing.</p> <p><b>Upload Date</b> – this is the date you upload the report.</p> <p><b>Scheduled Date</b> is the Date of the scheduled inspection. <i>This field is not used.</i></p> <p><b>Location</b> (Dwg Reference) is a required field. Enter the drawing reference and location in this field.</p> <p>Other fields on the General tab include:</p> <ul style="list-style-type: none"> <li>• Scheduled Start Time – Not used</li> <li>• Scheduled Finish Time – Not Used</li> <li>• Test Type</li> <li>• Design Criteria</li> <li>• Notes</li> </ul> <p>These are optional fields.</p>	
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Figure 2.2

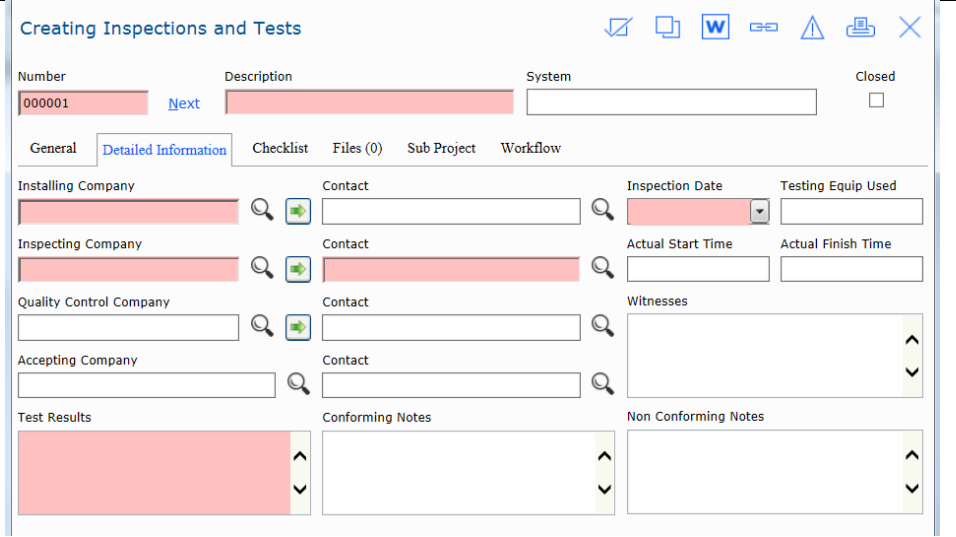
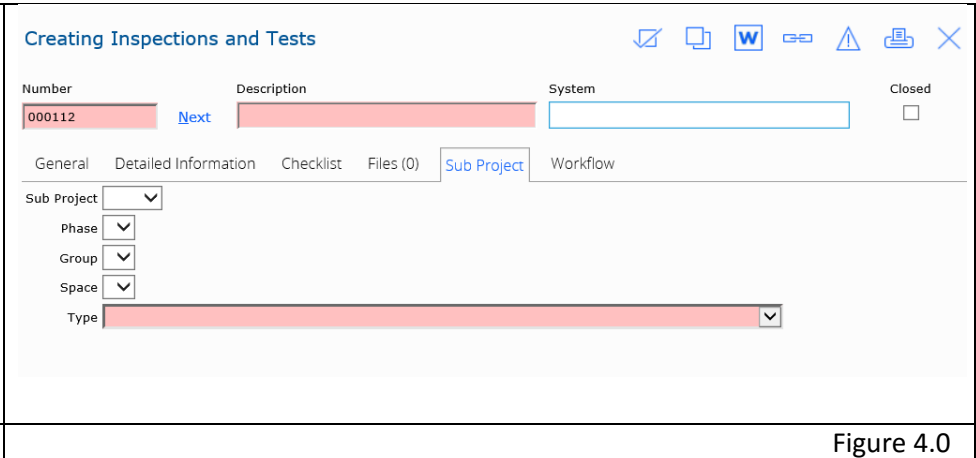
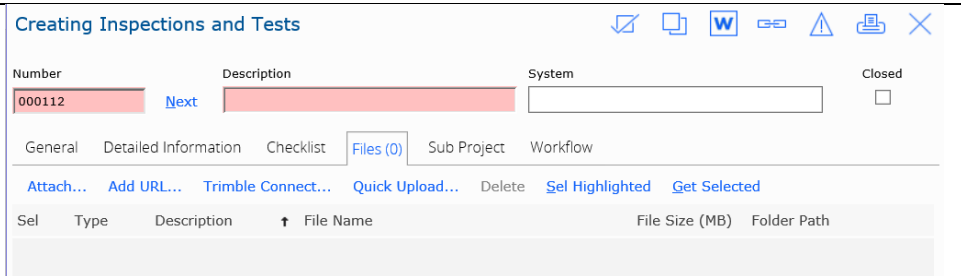
<p><b>DETAILED INFORMATION</b></p> <p><b>Installing Company</b> – This is the company that has installed material, equipment, etc. being inspected. If this is a sub, enter the Sub, this should not just be the C/DB.</p> <p><b>Inspecting Company</b></p> <p><b>Inspecting Company’s Contact</b> – who performed the test. This is the person that signed the report.</p> <p><b>Inspection Date</b> – this date should match the date on the Inspection Report.</p> <ul style="list-style-type: none"> <li>• <b>Test Results</b> –should not be “Pass” / “Fail”, but should list the specifics from the report.</li> </ul>	
--	--

Figure 3.0

<p><b>SUB PROJECT Tab</b></p> <p>If applicable for your project, the fields on this tab are <b>critical</b> to the success of the module. Fields are for the purpose of filtering and better reporting. The Type field is mandatory. If you have a test type that is not listed, contact MPDC to have the test added.</p>	 <p>The screenshot shows a software window titled "Creating Inspections and Tests". At the top right are icons for save, copy, print, undo, redo, warning, and close. Below these are input fields for "Number" (containing "000112"), "Description", "System", and a "Closed" checkbox. A tabbed interface below shows "Sub Project" as the active tab, with other tabs for "General", "Detailed Information", "Checklist", "Files (0)", and "Workflow". Under the "Sub Project" tab, there are dropdown menus for "Sub Project", "Phase", "Group", "Space", and "Type".</p>
	<p>Figure 4.0</p>

<p>In the FILES Tab, Upload the Test / Inspection report from the agency completing the test / inspection.</p>	
	<p><b>Figure 4.1</b></p>

Other Work Instructions that may prove helpful with this one:

- 2016 11 30 WI Converge General Navigation and Tips

If you need copies of work instructions, or further assistance, contact the MP Document Controls team:

Laurie Harris	813.801.6005	<a href="mailto:lrharris@tampaairport.com">lrharris@tampaairport.com</a>
Jackie Davis	813.801.4612	<a href="mailto:jddavis@tampaairport.com">jddavis@tampaairport.com</a>

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Purpose: The purpose of this document is to establish a process for Daily Reports Management.

- A. A daily report is required every day from the Contractor/DB, and it shall be entered in the Daily Work Journal in Prolog. The main function of the Daily Report is to provide all activities, manpower, and equipment usage on the job for the day, as well as recording weather impacts, incidents, and events that may have impacted the work.
- B. It is a good practice to have a template to work from so you don't miss any key information. An example of information for the Daily Journal template would be:

*SubProject Name*

- a) Summary overview of the activities at the locations covered. If the work is associated with a work order or change order, this should be noted in this section.
  - b) Contractors on Site
  - c) Meetings & Discussions and Notes
  - d) Scheduled Inspections & Tests
  - e) QA/QC Issues
  - f) Safety Observations
  - g) Weather Impacts
  - h) Coordination Conflicts
  - i) Deliveries – note deliveries brought on site
  - j) Concerns
- C. Below is a detailed review of the Prolog Daily Work Journal Fields and the responsible party.

**Work Description**

1. *Date*. This will populate with the current day's date.
2. *Company*. This should populate with the company for the user entering the Daily Report
3. *Inspector*. Select the inspector from the drop down list. If the name is not available, contact Master Plan Document Controls (MPDC).
4. *Type, Category and Status* fields are not used.
5. *Comments*. This is the area you will enter your "Template" information as described above.

**Manpower / Labor**

1. Select "New" to create a row for each Contractor on site.

- 
- a. *Contractor*. This is a drop down selection. If you don't find the Contractor contact MPDC and they will add the Contractor to the list.
  - b. *Division*. This is the CSI (Spec) division that the Contractor works in, i.e. 08 – Doors and Windows
  - c. *Quantity*. Enter the number of workers on site for the Contactor.
  - d. *UOM*. This is set at Mandays.
  - e. *Work Activity*. You can summarize the Contractor's work in this field.

### **Equipment**

Select "New" to create a row for each Contractor on site.

- a. *Equipment*. Select the type of equipment from the drop down list. If the type is not available, contact MPDC and request that it be added.
- b. *Quantity*. The number of pieces of this equipment on the site.
- c. *Notes*. Provide any relevant notes in this field.

**Schedule Link** – this tab is not used.

### **Files**

Use the Quick Upload feature to upload photos, and other documentation that would support the daily report.

Save the Record.

## 1. Purpose and Intent

The purpose of this CQM Process is to summarize the Construction Quality Assurance/Quality Control (QA/QC) measures applicable to the various Master Plan projects. It includes the various processes to be used by the Authority's QA and Project Management/Construction Management (PM/CM) staff as it relates to Construction QA/QC. Such processes include organization, lines of reporting, responsibilities, limits of authority, communications, documentation and other services performed by the QA and PM/CM staff. It also summarizes the key QA/QC requirements of the Contractor/Design Builder (C/DB), as set forth in the contract documents. The Authority's QA/QC function outlined in this CQM Process is intended for the sole benefit of the Authority. Regardless of the Authority's QA/QC and PM/CM staff involvement in seeking to protect the interests of the Authority by performing the QA/QC function outlined in this CQM Process, the C/DB will remain solely responsible for fully complying with all applicable QA/QC requirements of the contract documents, along with all applicable codes.

## 2. Authority's QA Function

- a. **Delivery Methods** Authority utilizes different delivery methods to execute the various projects, including Design-Build (DB), Design-Bid-Build (DBB) and Developer-Design-Build-Operate-Maintain (DBOM).

The Authority's QA function will differ to some extent with each of the delivery methods and Prime Contracts as follows:

- i. **Design-Build** This has been the typical delivery method for the Authority on Phase 1 of the Master Plan and the baseline for the QA function outlined in this CQM Process.
- ii. **Design-Bid-Build** Since the Architect/Engineer (A/E) is retained directly by the Authority in this delivery method, the A/E will provide an added level of QA oversight of the C/DB which will supplement the Authority's staffing needs for QA and Inspector/Construction Coordinator (I/CC). Conversely, the lack of single point responsibility for both design and construction will require additional coordination and contract administration of the separate A/E and C/DB contracts.
- iii. **Developer/Design-Build-Operate-Maintain (DBOM)** Since the DBOM Contractor will have total responsibility for the long term performance of the facility, it likely will have greater flexibility over the design and selection of materials and equipment to achieve the agreed lease rate. This will place greater emphasis on compliance by the DBOM Contractor to the agreed design criteria and scope definition early in the project, but may lessen the level of detailed oversight required during construction.



**b. Contractor/Design Builder QA/QC Requirements**

- i. The following Division 1 Specifications are referenced throughout this CQM Process and contain detailed QA/QC requirements for the C/DB.
    1. Section 01040 – Project Coordination
    2. Section 01340 – Shop Drawings, Product Data & Samples
    3. Section 01350 – BIM Requirements
    4. Section 01380 – Preconstruction Video
    5. Section 01390 – Control of Work
    6. Section 01400 – Quality Control Services
    7. Section 01410 – Testing Laboratory Services
    8. Section 01600 – Materials and Equipment
    9. Section 01605 – Products and Substitutions
    10. Section 01640 – Product Handling
    11. Section 01700 – Project Closeout
    12. Section 01740 – Warranties
    13. Commissioning Requirements are referenced in the Design Criteria Manual
    14. Other Authority Processes which relate to this CQM Process are incorporated by reference in the C/DB contract documents and include:
      - a. RM-15 MP Substantial Completion & Closeout
      - b. RM-22 MP QA/QC and Punch Lists
      - c. CD-04 MP Construction Submittals
      - d. CD-13 MP Request for Information
      - e. CD-14 MP Construction Phase Meeting Minutes
      - f. CD-15 MP Inspections & Tests Management
      - g. CD-16 MP Daily Reports
    15. The above lists are not exhaustive.
3. **Organizational Structure and Lines of Reporting** Authority's QA Staff is organized by functional area and includes qualified specialists with experience in Civil, Structural, Mechanical, and Electrical/Controls. The senior QA Discipline Specialist also serves as the QA Manager and reports directly to Authority Executive Management. Refer to the current Program Organization Chart and QA-PM-CM Staff Position Summaries, which are maintained separately. These two documents are located in the Master Plan Phase 2 Documents in Box under ADMINISTRATIVE/ Processes - Work Instructs.
4. **Roles, Responsibilities and Qualifications** The roles and responsibilities of the Authority QA staff are outlined in specific position descriptions that have been developed for the QA Manager, QA Discipline Specialist, and I/CC positions, which are part of the QA-PM/CM Staff Position Summaries, issued by work order. Each QA Discipline Specialist and I/CC will possess specific qualifications, as appropriate, for their area of responsibility, based upon their respective

combination of education, professional registrations, licenses, technical certifications and/or work experience as deemed acceptable by the Authority.

Depending upon the size and complexity of the projects, the QA Discipline Specialists may include Civil, Structural, Mechanical and Electrical/Controls as appropriate for the work involved. The I/CC positions may include specialists in Civil, Structural, Mechanical, Electrical, Plumbing, Fire Protection and/or Architectural, as appropriate for the work involved.

5. **QA Staff Integration** QA staff is integrated with the Project Management/Construction Management (PM/CM) staff in the field to enhance communications and coordination, and to facilitate the sharing of lessons learned and best practices both within and between projects. The I/CC report directly to the PM/CM staff, and also provide support to the QA staff related to their individual technical responsibilities. The I/CC are encouraged to discuss issues and concerns with the appropriate QA Discipline Specialists related to C/DB compliance with codes and contract technical requirements. The QA Discipline Specialists provide technical assistance to the PM/CM staff as it relates to code, specification interpretation, research and also coach I/CC on discipline specific conditions to look for in the field. The QA staff also receives document control support from the Project Controls staff. See Section 8.c below. When the QA function is handled by an outside entity retained by the Authority, the outside QA function will be integrated with the Authority QA function to ensure consistency between projects.

## 6. Levels/Limits of Authority

- a. **Rejection of Work** Authority QA and PM/CM Staff are not authorized to change or otherwise alter any provisions of the contract documents. They are authorized to reject non-conforming work until such time as a final determination can be made by the Authority and Design Professional. They are not authorized to direct the Contractor's nor the Design-Builder's work. Refer to Section 01390 – Control of Work for removal of unacceptable or unauthorized work.
- b. **Issue Escalation/Resolution Process** Should the Authority PM/CM and QA staff disagree on the disposition of a Notice of Non-Compliance (NNC) or similar action involving the rejection of work by QA staff, the issue will be escalated internally to the Senior PM and Director of Construction (DOC) for resolution and, if necessary, to Authority Executive Management to resolve the matter.
- c. **Stop Work Authority** Generally, the QA and PM/CM staff would only have authority to stop the work in the event of imminent danger that is life threatening or will immediately cause significant damage to property or significant disruption to airport operations. The protocol for handling non-

conforming or rejected work is described in Section 6.a – Rejection of Work.

- d. **Withholding Payment Authority** Generally, the QA and PM/CM staff make recommendations to the Senior PM and DOC (and, if appropriate, to Executive Management) regarding withholding of payment to the C/DB for reasons justifying such withholding in the contract documents. This would also apply to potential back-charges to the C/DB for re-inspection costs.
7. **C/DB QA/QC Requirements** Authority QA and PM/CM staff will monitor the C/DB's compliance with the following contractual QA/QC requirements and take action as appropriate to protect the interests of the Authority.
- a. **Construction Contract Deliverables** Refer to Section 01400 – Quality Control Services, for the list of required C/DB submittals, both prior to construction start and during construction. Unless otherwise directed in the contract documents, all C/DB deliverables will be submitted in Prolog according to the processes provided by the Authority. Authority QA and PM/CM staff (and other Authority staff as deemed appropriate) will review the C/DB's submittals for general conformance and provide feedback as necessary. The following is a summary list of select key deliverables.
    - i. **Construction Quality Control (QC) Plan:** The C/DB, along with any outside parties retained by the Authority, will submit a Construction QC Plan which, depending on the size and complexity of the project, will include some or all the documents listed below:
      1. C/DB QC Organization
      2. Names and qualifications of QC staff with appointment letters
      3. Duties, Responsibilities & Authority of QC Staff
      4. Third Party QC Organizations & Qualifications
      5. Submittal Procedures & Register
      6. Testing Laboratory Information
      7. Testing Plan & Test Register
      8. Inspection Plan & Inspection Register
      9. Procedures to Complete Rework Items
      10. QC Documentation Procedures
      11. List of Definable Features of Work (DFOW)
      12. Procedures for Performing the Three Phases of Control
      13. Personnel Matrix
      14. Procedures for Completion Inspections
      15. Training Procedures & Training Register
      16. Organization & Personnel Certifications Log
    - ii. **Preconstruction Video:** The C/DB will provide complete video documentation of the entire construction site prior to commencing work, per Section 01380 – Preconstruction Video

- iii. Submittals & Shop Drawings: The C/DB will provide the following through the Prolog Submittal Module:
    - 1. Detailed Submittal Register of all submittals, shop drawings and product data required by the contract documents, per Section 01340 - Shop Drawings, Product Data & Samples.
    - 2. Product List Schedule that is coordinated with the C/DB Construction Schedule and Schedule of Submittals, per Section 01605 – Products and Substitutions.
    - 3. Any Substitutions will be submitted in accordance with Section 01605 – Products and Substitutions.
  - iv. Record Document Submittals The C/DB will provide the following Record Document Submittals, per Section 01700 – Project Closeout:
    - 1. Red Line & As-Built Documents will be maintained current at the project site and available at all times for review by the Authority QA and PM/CM staff as a requirement for progress payments. Authority QA staff will periodically review C/DB redline & as-built drawings to monitor they are being maintained on the project jobsite as required. If discrepancies are noted, the variations are documented and presented to the Contractor for review and consideration.
    - 2. Record Project Manual will show all changes and variances to issued documents, including COs, WOs, ASIs, RFIs, etc., which will follow the regular Closeout Submittal Process in Prolog.
    - 3. Operating Instructions & Maintenance Manuals will follow the regular Closeout Submittal Process in Prolog, which may include additional Authority reviewers, such as Maintenance, etc.
    - 4. Equipment Operational Demonstrations and Training will follow the regular Meetings Process in Prolog, including attendees receiving training.
    - 5. Guarantees and Warranties will follow the regular Closeout Submittal Process in Prolog, which may include additional Authority reviewers such as Maintenance, Legal, etc. Also see Section 01740 – Warranties.
    - 6. As-Built BIM Model: Prepare final As-Built BIM Model per Section 01350 – BIM Requirements for review by other Authority staff as appropriate.
- b. Contractor/Design Builder QC Organization Commensurate with the size and complexity of the project and the work being performed, the C/DB will provide sufficient qualified QC staff acceptable to the Authority as outlined in Section 01400 – Quality Control Services. The Authority’s QA

and PM/CM staff will evaluate the qualifications and adequacy of the C/DB's QC staff.

**c. Inspections & Tests**

- i. C/DB Self-Performed QC Inspections & Tests: Per Section 01400 – Quality Control Services, the C/DB will perform, and document in Prolog, all QC inspections & tests not otherwise performed by 3<sup>rd</sup> party QA/QC firms retained by the C/DB. Through random sampling of C/DB inspections and tests and related document control records, the QA Staff will monitor the C/DB's compliance in performing the following:
  1. Material Receipt and Storage Inspections for all material and equipment delivered to the project site. Also refer to Section 01600 – Materials and Equipment, and Section 01640 – Product Handling, for additional delivery, storage, protection and handling requirements.
  2. Initial Phase Inspections at the start of each Definable Feature of Work (DFOW). Refer to List of DFOW submitted as part of C/DB's QC Plan.
  3. Follow-up Phase Inspections on a daily basis for on-going work as evidenced by appropriate QC data entered in Contractor Daily Reports.
  4. QA Testing by properly qualified personnel of such material and equipment as required by the technical specifications and contract documents.
  5. Completion Inspections as follows:
    - a. Punch List Completion Inspections as required to develop a complete punch list of incomplete and/or deficient work.
    - b. Pre-Final Completion Inspection as required to verify that the facility is ready to be occupied.
    - c. Final Acceptance Inspection as required to verify that all prior punch list work is complete and/or corrected.
    - d. Also see Section 01700 – Project Closeout for additional requirements.
  6. End of Warranty Inspection: Prior to the end of the warranty period(s) for each project, the applicable C/DB will perform, jointly with the Authority, an End of Warranty Inspection to determine if there are any known or observed defects or deficiencies in the Work which are still covered by warranty and then initiate the required corrective actions.
- ii. Third Party Performed QC Inspections & Tests The C/DB will retain and pay for qualified Third Party inspections and testing firms as required by the contract documents, including the following:
  1. Threshold Inspections: Unless otherwise indicated in the contract documents, the C/DB will provide the services of a qualified threshold inspector, acceptable to the Authority, to

- provide threshold inspection services of the Work, as required by applicable laws and codes.
2. Inspections by Authorities Having Jurisdiction (AHJ): The C/DB will notify, coordinate with all AHJ entities and schedule all applicable inspections and tests with such AHJ entities to maintain the progress of the Work. The C/DB will notify the Authority of all scheduled AHJ inspections. The Authority's QA and PM staff will attend those AHJ inspections as appropriate.
  3. Testing Laboratory Services: Unless otherwise indicated in the contract documents, the C/DB will provide the services of a qualified independent Testing Laboratory, acceptable to the Authority, to inspect and test the Work and provide reports per Section 01410 – Testing Laboratory Services.
  4. Distribution of Inspections & Test Reports: Per Section 01410 – Testing Laboratory Services, the C/DB will ensure that the Authority QA and PM/CM staff are notified immediately of any failed inspections and tests and copied directly by the testing laboratory and/or inspection firm on all inspection and test reports. Refer to CD-15 – Inspections & Tests Management.
- iii. Off-Site Plant/Shop Inspections: The C/DB will ensure that off-site fabrication facilities, shops and plants have required inspections performed and provide adequate prior notice to Authority QA and PM/CM staff of any scheduled off-site inspections in order to allow them to attend, if desired. The QA staff and/or I/CC may make random visits to such offsite facilities to spot check the quality control processes, observe facility fabrication progress, and/or review calibrations or certifications in an effort to monitor C/DB compliance with the project specifications.
  - iv. Calibration of Testing Equipment: Per Section 01410 – Testing Laboratory Services, the C/DB will provide evidence that all applicable testing equipment has been properly calibrated. Submittals and test reports will also include appropriate equipment identification information. The Authority QA staff and/or I/CC will make random spot checks of test equipment used in the field to monitor C/DB's compliance.
  - v. Scheduling/Witnessing of Inspections & Tests: Per Section 01410 – Testing Laboratory Services, the C/DB will properly notify Authority QA staff of all scheduled inspections and tests in order to allow QA staff to witness such inspections or tests, as deemed appropriate. All tests witnessed will be properly documented.
  - vi. Control of Field Work: Per Section 01390 – Control of Work, the C/DB will provide the Authority QA and PM/CM staff written documentation of all field engineering, survey and layout work, including field notes.



## 8. QA/QC Documentation & Reporting

### a. Non-Conformance Reporting

- i. Notices of Non-Conformance: When Authority QA staff observes possible non-conforming work, the items in question are documented and/or photographed where feasible, entered into the Prolog QA/QC module, and the C/DB receives notification of a possible issue. QA staff also verbally notifies the appropriate Authority PM/CM staff. If the issue is deemed significant, QA staff makes a recommendation to the Authority PM, via email, that a Notice of Non-Compliance (NNC) should be issued to the C/DB and copies the Authority Area Senior PM and DOC. If the Authority PM agrees with the QA staff recommendation, the PM either issues the NNC directly to the C/DB or requests the C/DB initiate an NNC to its responsible subcontractor. The Authority QA staff tracks all NNCs in Prolog until the issue is corrected and closed out. See also paragraph 6 - Levels/Limits of Authority, above.
- ii. Incomplete and Deficient Work Lists: The C/DB will maintain an on-going list of incomplete and deficient work items in their records for review with the Authority QA and PM/CM staff on a regular basis. The QA and PM staff may request that additional items be added and tracked on this list.
- iii. Punch Lists: Per Section 01400 – Quality Control Services and Section 01700 – Project Closeout, the C/DB will prepare punch lists in conjunction with project inspections outlined in paragraph 7.c – Inspections & Tests, above.
- iv. Re-Inspection Costs: Should the Authority incur additional costs, whether from third parties or its own staff, resulting from the re-inspection of deficient work or additional inspections otherwise required due to C/DB's lack of adequate notice or scheduling, the Authority reserves the right to withhold such costs from payments otherwise due the C/DB. Refer to Article 9 of the Prime Contract and Section 01700 – Project Closeout.

- b. **QA Reports**: The following QA related reports will be prepared and maintained in the Prolog Database/Document Control/QA-QC Module.

- i. Daily QA Reports: The I/CC will prepare Daily Field Reports that may include, in addition to other progress data, comments on observed key QA/QC activities occurring that day such as material or equipment deliveries, observing C/DB and third party inspections, tests and test equipment; non-conforming work and rework, etc.

- ii. Weekly QA Summaries: The QA Discipline Specialists will prepare a weekly QA Summary of significant QA/QC issues that may have been encountered on each project that week, with appropriate actions recommended and decisions pending.
  - iii. Monthly QA Reports: The QA Manager will prepare a Monthly QA Report which will include an Executive Summary of QA trends and significant issues requiring Executive Management actions or decisions, with supporting backup data, by project. The Monthly QA Report will be reviewed with Executive Management as part of the Monthly Project Review cycle.
  - iv. Photographic Documentation: Photographic documentation will be taken and maintained as needed to preserve and document select QA/QC issues with special emphasis on underground and concealed items. Digital photos will be maintained as part of the document control function in Prolog.
- c. **QA Document Control**: The C/DB will use Prolog, as required by the contract documents, to manage QA/QC for the project. The Authority QA and PM/CM staff will use Prolog to monitor, track and report on the C/DB's compliance with QA/QC requirements. Also see Authority Processes, listed in paragraph 2.b.2 above for additional information regarding document control for QA/QC.
- d. **QA/QC Related Meetings**
- i. The following QA/QC related meetings will be conducted, with Authority QA and/or PM/CM staff in attendance, and documented in Prolog by the C/DB:
    - 1. QA/QC Coordination and Mutual Understanding Meeting will be conducted, per Section 01400 – Quality Control Services. The purpose of this meeting is to develop a mutual understanding of the QC details including: documentation, administration for on-site and off-site work, design intent, commissioning, environmental requirements and procedures, coordination of activities to be performed, special inspections, and the coordination of the C/DB's management, production, and QC personnel. It is held after submission of the C/DB's QC Plan and prior to the start of work. Refer to Section 01400 – Quality Control Services for agenda and attendees.



2. Pre-Installation Meetings will be conducted per Section 01040 – Project Coordination. The purpose of these meetings is to review the DFW prior to beginning a major unit of work. Also refer to Section 01400 – Quality Control Services for suggested agenda and attendees. Special attention will be paid to any mockups or sample construction which may become the baseline for acceptable quality.
  3. Weekly QA/QC Progress Meetings will be conducted, per Section 01040 – Project Coordination and Section 01400 – Quality Control Services. The purpose of these meetings is to provide regular review of QC related issues and progress with the C/DB’s supervisory and QC staff and the Authority’s QA staff. Refer to Section 01400 – Quality Control Services for suggested agenda.
  4. BIM Coordination Meetings will be conducted, per Section 01350 – BIM Requirements.
- ii. The following QA/QC related meetings will be conducted internally by Authority QA staff without the C/DB:
1. Internal QA & PM/CM Coordination Meetings: The purpose of these meetings is to communicate and coordinate QA/QC issues and concerns directly to Authority PM staff. The objective is to reach consensus on the path forward and disposition of any non-conforming work. Lessons learned from various projects are presented to potentially avoid issues, share ideas, and communicate consistency. These meetings will be held at a minimum of weekly during full construction activities, and as needed when construction activities are slowing to close.
  2. Internal QA Staff Meetings: The purpose of these meetings is to coordinate and prioritize the efforts and resources of the QA staff and identify and prepare issues and concerns that should be addressed with the C/DB and/or Authority PM/CM staff. These meetings will be held at a minimum of weekly during full construction activities, and as needed when construction activities are slowing to close.
  3. Monthly Executive QA Briefing Meetings: The purpose of this meeting is to brief Executive Management on the current Monthly QA Report with a focus on QA trends and significant issues requiring Executive Management actions or decisions. As construction activities slow at close-out, these meetings may be held with less frequency.
  4. Documentation of these meetings will be distributed as appropriate, through Prolog Meeting Minutes email to affected C/DBs with regards to exceptions and/or action items as determined within these meetings. Any documentation of meetings that involve the attendance of

Authority Counsel or Outside Counsel should be routed through Legal Affairs for approval prior to distribution

9. **Internal Quality Reviews:** In support of the Authority's commitment to continuous improvement, the QA function will be reviewed periodically by other members of the PM/CM and Project Controls staff to determine whether the processes outlined in this CQM Process are being followed.
  - a. **Periodic Reviews of C/DB QC Database:** Approximately once per quarter, a representative from the Project Controls staff will randomly review select entries in the Prolog and Box project databases related to QA/QC to check that the C/DBs are uploading submittals, meeting minutes, inspection and test reports, and other QA/QC documentation to Prolog, as required by the contract documents. Documentation of these reviews will be by email to the C/DB on an exceptions only/action items basis.

**Cold Eyes Reviews of QA Function:** Not less frequently than once per year, a joint team of at least one Authority, one PM/CM staff from Project Management, and one PM/CM staff from Project Controls will perform a Cold Eyes Review of the overall QA Program. This will be to determine whether the QA organization, processes, documentation and reporting functions are being performed in general conformance to this Construction Quality Management process.

	Process #	Description	In Contract	Rev Date
MP	RM-13 MP	ASI-ESI		2/11/2019
MP	RM-15 MP	Substantial Completion -Close-out - Final Acceptance		8/13/2018
MP	RM-22 MP	QA/QC and Punch List Management		8/15/2018
MP	RM-25 MP	Transmittals and Correspondence		9/6/2018
MP	CD-01 MP	Construction Work Orders		12/13/2018
MP	CD-04 MP	Construction Submittals		12/6/2018
MP	CD-11 MP	Owner Direct Purchases		9/6/2018
MP	CD-13 MP	Requests for Information (RFI) - Prolog		9/6/2018
MP	CD-14 MP	Construction Meeting Minutes - Prolog		9/6/2018
MP	CD-15 MP	Inspections & Testing Management - Prolog		2/21/2019
MP	CD-16 MP	Daily Reports - Prolog		9/6/2018
MP	CD-17 MP	Construction Quality Management		1/18/2019

## **1. PURPOSE**

The purpose of this process is to provide direction to the Project teams regarding the submission and management of Architect / Engineer (A/E) Supplemental Instructions (ASI/ESI). An ASI/ESI is generated as a result of an RFI, Work Order, or Change Order that requires a change to the drawings and/or specifications.

## **2. PROCESS**

- A. The A/E will submit an ASI/ESI through the Prolog Submittal module, setting the Project Director (PD) and the Project Manager (PM) as reviewers, and the Contractor/DB (C/DB) as “For Information” in the Reviewers Tab.
- B. The PD and PM will review the ASI/ESI and the PM or PD will indicate (Approved, No Exceptions Taken, Reviewed, Approved as Noted, Revise & Resubmit, or Rejected) in the submittal package.
- C. If the accepted ASI/ESI will have a potential impact to project cost and/or schedule, a work order or change order may be issued. The PM will follow CD-01 or CD-03 processes appropriately for work order or change order.
- D. If the ASI/ESI is returned with a Revise & Resubmit or Rejected status, the A/E will revise the ASI/ESI and resubmit it as a package revision.
- E. When the C/DB receives the notification from Prolog that the ASI/ESI has been approved, the C/DB will incorporate this information into the project drawings and project manual as-builts.
- F. The ASI/ESI will be logged by the C/DB in Prolog Drawings & Specs Module.

# Tampa International Airport – Master Plan

## RM-15 MP Certificate of Substantial Completion, Project Closeout Documentation, Final Completion and Acceptance

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1. Purpose: The purpose of this document is to establish a process that will be used to closeout Master Plan projects. This process will be initiated when the project in whole or parts thereof are agreed to be substantially complete by the HCAA PM Team and Contractor/ Design Builder (DB).
2. Closeout Register / Log: The Contractor/DB shall develop a closeout log utilizing the Prolog Closeout module. The log will be created at the beginning of the project and submitted to Master Plan Document Controls (MPDC) in the form of the Microsoft Excel Template provided under the Close-out Tab. MPDC will import these items into the Prolog Closeout Module. All items listed in the Specifications as Closeout Items shall be submitted through the Closeout Module (not the submittals). Each Closeout item shall be submitted as an individual record in Prolog with only the applicable Closeout documentation attached to each record. For Projects that will require Phased Substantial Completion, the Contractor/DB shall review those requirements with the HCAA PM and Project Controls Team in order for a Phased Substantial Completion plan to be developed. Within the Closeout record, the Phase field on the Sub Project Tab will be utilized to track and manage each Phase of Substantial Completion. The Type field on the Sub Project Tab will be used to track Substantial Completion Closeout Items and Final Completion Closeout items. Below is a description of the required Prolog fields that need to be completed and the responsible party.

### A. General Tab

- 2.A.1 Number: This field in Prolog is automatically generated.
- 2.A.2 Description: This field will be completed by the Contractor/DB. A detailed description of the closeout item should be populated allowing for other project team members to quickly identify closeout items. Example: *Signage - 10 14 00 – O&M Manual*.
- 2.A.3 Attention: This shall be completed by the Contractor/DB. The applicable HCAA Project Manager, Project Engineer or Project Inspector should be listed. Note: the To Company field will be automatically populated.
- 2.A.4 From Contact ID: This should be populated by the responsible party submitting the Closeout record.
- 2.A.5 Category: This field is a drop down selection field. The Contractor/DB should select the applicable category of the closeout item.
- 2.A.6 Status: This field is a drop down selection field. The Contractor/DB will select the applicable Status. When creating the Closeout shell records a status of Pending should be selected. Once the Closeout documentation is submitted and approved by the Design team and, where necessary, the HCAA Maintenance staff, the Contractor/DB will change the status to Approved. This will trigger a notification to the HCAA PM team.

## Tampa International Airport – Master Plan

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- 2.A.7 Closed: This field will be populated by the HCAA PM team once they have reviewed and approved the Closeout Item.
- B. Files Tab:
  - 2.B.1 Individual files shall be uploaded by the Contractor/DB.
- C. Sub Project Tab:
  - 2.C.1 Sub Project: This field is a drop down selection field utilized for some Master Plan Project. For the projects that have SubProjects, the Contractor/DB will select the applicable Sub-Project.
  - 2.C.2 Phase: For projects that require Phased Substantial Completion this field will be completed by the Contractor/DB.
  - 2.C.3 Type: This field is a pre-populated drop down field. The Contractor/DB will indicate if the Closeout record is part of the Substantial Completion Closeout process or the Final Completion Closeout Process.
  - 2.C.4 Spec Section: The Contractor/DB shall populate the Spec Section for items directly related to the specification manual. The number format should follow the format used in the Submittals module (00 00 00) – Description.
- 3. Substantial Completion Pre-Requisites: The following information will be collected through the process listed in Section 2 above by the HCAA PM prior to the issuance of a Substantial Completion letter to the Contractor/DB. On the Sub Project Tab, the Contractor/DB will indicate the Type field as Substantial Completion.
  - A. Demonstrate 100% Complete for requested Substantial Completion Scope of Work. A copy of the Schedule of Values (SOV) should highlight the SOV line items associated with the Substantial Completion Scope of work, and they should indicate a billing percent complete of 100%.
  - B. Supporting documentation as required by contract will be submitted through the Closeout Module as specified in the above section. All items under the “Closeout” section in the Specifications need to be provided with each item submitted to an individual record. The HCAA PM is to verify all Closeout documents have been submitted for the total scope or for each phase of Substantial Completion.
  - C. A submission of all Subcontracts should be provided indicating 100% complete with the scope of work and no pending Change Orders. For phased substantial completion the Subcontractor SOV should indicate 100% complete for the scope of work. The subcontractor should also certify they have no pending change orders for the phased scope of work.

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- D. Submission of all applicable releases enabling the owner unrestricted access and use.
  - 3.D.1 Attachment 4b Affidavit of Payment of Debts and Claims. Note if for phased substantial completion the specific phased scope of work should be listed in the “Contract For” section.
  - 3.D.2 Attachment 4c Affidavit of Release of Liens. Note if for phased substantial completion the specific phased scope of work should be listed in the “Contract For” section.
- E. Delivery of Tools, Spare Parts, extra stock, and other similar items need to be provided to HCAA with a hard copy Transmittal Printed record from Prolog. A copy of the transmittal needs to be attached to a record in the Closeout Module for the physical items submitted.
- F. Make final changeover of locks and transmit keys to Owner, and advise Owner’s personnel of change-over in security provisions. The Contractor/DB should upload a copy of the Prolog Transmittal to the Closeout record.
- G. Complete start-up testing of systems and instructions of Owner’s operating maintenance personnel.
- H. Discontinued or change over, and remove from Project site temporary facilities and services, along with construction tools and facilities, mockups, and similar elements.
- I. All cleaning and repairs must be completed per the contract. The Contractor/DB will submit a letter with applicable backup documentation including pictures and daily reports indicating the proper cleaning procedures have been completed.

#### 4. Substantial Completion Inspection Procedures:

- A. In addition to Section 3, all open inspection items will be added to the substantial completion punch list and must be complete prior to the issuance of the substantial completion letter. Reference the RM-22 MP QA/QC Punch List Recordation process, which outlines the movement of open Contractor/DB QC items to the Substantial Completion Punch List in Prolog.
- B. The PM will schedule a Punch List walk through with relevant Authority personnel no later than 5 business days following receipt of the Request for Substantial Completion and DB initial punch list items. If the work subject to the Request for Substantial Completion has a cost \$10 Million or more, then no later than 60 days following the Request for Substantial Completion, the Authority will supplement to the DB initial punch list items in Prolog if necessary. If the work subject to the Request for Substantial Completion has a cost of \$10 Million or less, then no later than 30 days

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following the receipt of the Request for Substantial Completion, the Authority will supplement the DB initial punch list items in Prolog if necessary. All of these items become the single punch list for the phase of work. The DB is provided updated punch list reports on a weekly basis, or as it chooses to run them from Prolog.

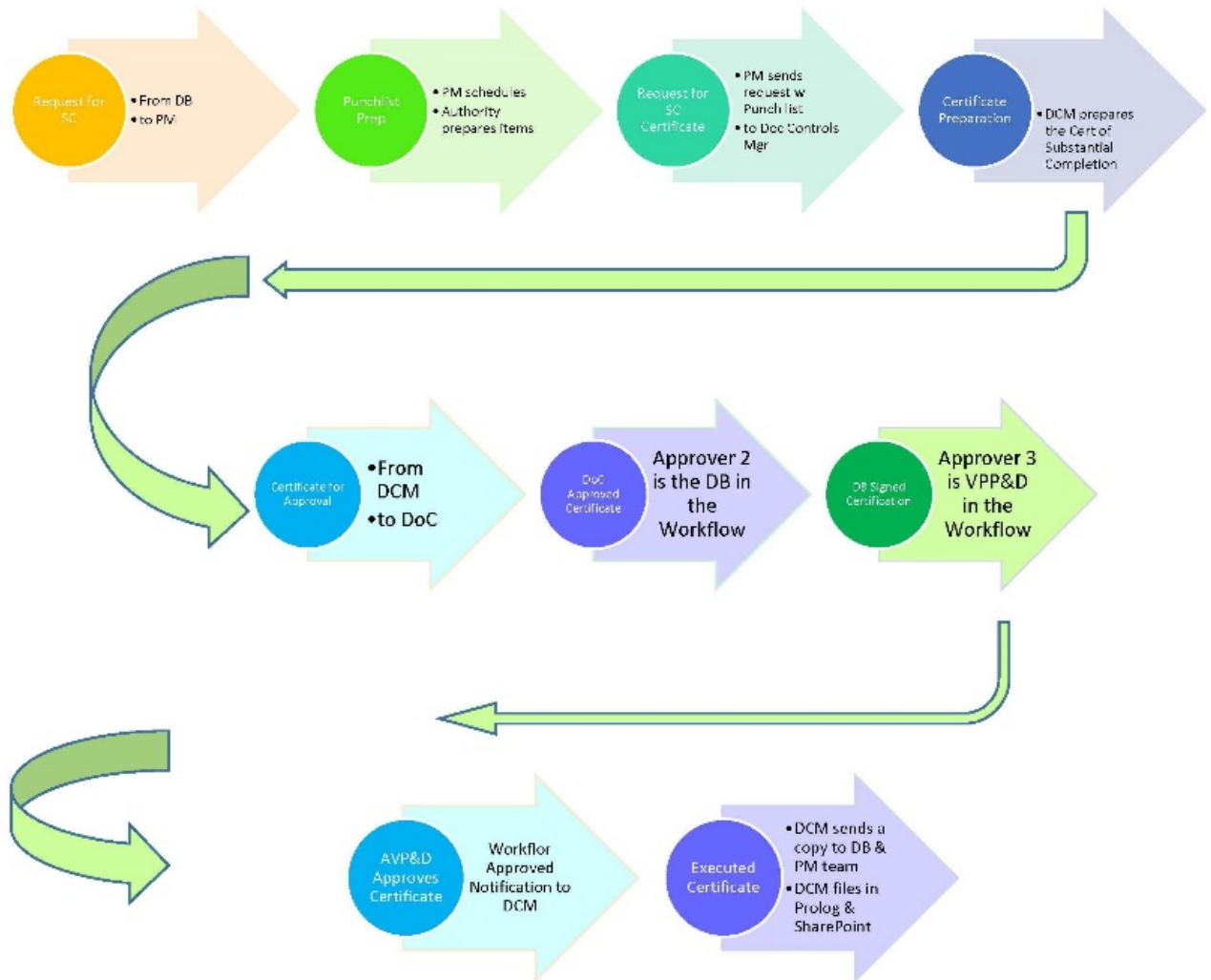
- C. When the Prolog Punch List has been finalized for the work subject to the request for substantial completion, a Punch List Report and the Request for Substantial Completion letter are forwarded to the Document Controls Manager (DCM) for preparation of the Certificate of Substantial Completion. The date of Substantial Completion is provided by the PM.
5. Document Controls Manager (DCM) prepares the Certificate of Substantial Completion and forwards the Certificate, the Punch List Report, and the Request for Substantial Completion letter. This package is transmitted in the following workflow for review and approval:
    - A. Step 1 PM;
    - B. Step 2 is DOC;
    - C. Step 3 is the Contractor/DB;
    - D. Step 4 is the VPP&D.
  6. When the VPP&D has approved the workflow, the DCM receives notification that the workflow is completed and the DCM will forward the final Approved Certificate to the DB and Project PM with the workflow approvals attached. The package is filed in SharePoint.



**Tampa International Airport – Master Plan  
RM-15 MP Certificate of Substantial Completion, Project Closeout  
Documentation, Final Completion and Acceptance**



**Process for Electronic Approval of Certificate of Substantial Completion**



7. Final Completion and Acceptance: Prior to HCAA issuing a Final Acceptance Letter the following must be submitted via a Prolog Closeout records in Prolog following the process outlined in Section 3. On the Sub Project Tab, the Contractor/DB should indicate the Type field as Final Completion.

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- A. Ensure Contractor/DB has completed all items on the Final Acceptance Punch List per RM-22 MP QA/QC Punch List Recordation process. The Contractor/DB should attach a copy of the completed punch list register to the Closeout record in Prolog.
- B. Ensure the Contractor/DB has submitted the following documents:
  - 7.B.1 Consent of Surety to Payment
  - 7.B.2 Contractor/DB Affidavit of Release of Liens – Contractor/DB will complete and attached the Waiver and Release of Lien upon Final Payment Attachment 4d.
  - 7.B.3 List of Subcontractors and Suppliers
  - 7.B.4 Final Release of Lien from each subcontractor and supplier listed in 6.B.3 above. Contractor/DB will complete and attached the Waiver and Release of Lien upon Final Payment attachment 4d for each subcontractor.
  - 7.B.5 Statement of compliance of labor standards and payment of all applicable taxes.
  - 7.B.6 Statement of Contractor/DB's one year general warranty
  - 7.B.7 Specific warranties as specified in Contract Documents
  - 7.B.8 Accounting of final contract amount
  - 7.B.9 Accounting of actual DBE (WMBE) participation
  - 7.B.10 As-Built drawings sufficient for the production of record drawings
  - 7.B.11 O&M Manuals, Record Project Manual and Record Documents
  - 7.B.12 Evidence of continuing insurance complying with specific requirements
  - 7.B.13 Contractor/DB's final pay application
  - 7.B.14 Final amendment – when applicable
- C. Submit final meter readings for utilities, measured record of stored fuel and similar data either at the time of substantial completion, or when the Owner took possession of and responsibility for, corresponding elements of work.
- D. Complete final cleaning requirements. The Contractor/DB should submit a letter with applicable backup documentation including pictures and daily reports indicating the proper cleaning procedures have been completed.
- E. Final touch-up and other repairs as needed - The Contractor/DB should submit a letter with applicable backup documentation including pictures and daily reports indicating the (proper cleaning procedures have been completed.

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- F. Validation of final pay application costs – Contractor/DB should submit the Final Pay Application and completed the attached PD 66 Final Accounting Form.
- G. Delivery of extra material to Owner – Contractor/DB to attach transmittals to closeout records
- H. Record Document Submittal
  - 7.H.1 Record Drawings
    - 7.H.1.1 Contractor/DB As Built Drawings
  - 7.H.2 Record Project Manual
    - 7.H.2.1 Record Product Data
    - 7.H.2.2 Record Sample Submittals
    - 7.H.2.3 Miscellaneous Record Submittals
  - 7.H.3 Maintenance Manuals
    - 7.H.3.1 Guarantees and Warranties
    - 7.H.3.2 Operating Instructions and Maintenance Manuals
  - 7.H.4 Replacement Materials
- I. Equipment Operation Demonstrations – Contractor/DB must submit videos when applicable, and sign in sheets to closeout records.

## Process for QA/QC and Punch List Recordation

The following guidance has been developed to detail how information pertaining to Quality Assurance/Quality Control (QA/QC) items and Punch List items are being tracked through the Contractor/Design Builder's (DB) third party utilities and productivity tools outside of Prolog and how final record documentation will be recorded in Prolog.

### 1) Prolog Module for QA/QC: QA/QC

- a. Omissions and deficiencies discovered by HCAA QA team will be recorded / logged / saved into the QA/QC module in Prolog with the appropriate person from the Contractor/DB listed as the "To Contact"
  - 1) An automatic notification will be received by the Contractor/DB's "Contact" person.
- b. The Contractor/DB may manage their internal QA/QC program between themselves and their subcontractors using third party tools or Prolog.
- c. If using third party tools, the Contractor/DB will produce a weekly report of new and open omissions and deficiencies from their third party tools and upload that report to the QA/QC module in Prolog with the QA/QC type selected as "QA/QC Report" listing the QA/QC manager as the responsible company and contact.
- d. As an HCAA QA team item is closed out and completed by the Contractor/DB the Prolog record will be updated by a representative of the Design Builder (including any follow-up notes) and the record's "Status" will be set to "Closed" by the Contractor/DB.
- e. The HCAA QA team will receive an automatic notification on the status change and will have the final authority to close an item out in Prolog.
- f. All Omissions and Deficiencies that have not been closed at the time the Contractor/DB requests Substantial Completion or Final Completion will become a punch list item.
  - 1) The QAQC Team or PM will set the status of these items to "Punch List" and the QA/QC Record will be closed out.
  - 2) The updating and closing of items at this stage will be managed in the Prolog Punch List module.

### 2) Prolog Module for Punch List: Punch List

- a. With the request for Substantial Completion Certificate the Contractor/DB will provide a complete list of incomplete items which will be incorporated into the Prolog Punch List. The list will be provided in an Microsoft Excel Template provided by MP Document Controls Manager, that includes the following columns and descriptors:

- 1) Attachment needed (yes/no)
  - 2) Item Number Relating to DB System if applicable
  - 3) Description
  - 4) Responsible Company
  - 5) Punch list area 1
  - 6) Punch list area 2
  - 7) Punch list area 3
  - 8) Punch list area 4 (if applicable)
  - 9) Punch list area 5 (if applicable)
  - 10) Author Company
  - 11) Inspected Date
  - 12) Scheduled Completion Date
- b. Within the contract time period allotted the owner's representative may add items to the Prolog punch list.
- 1) Any items added within this window will be indicated by selecting "Final Punch List" from the dropdown in the "information" tab of the new punch list item.
  - 2) After the time period allotted contractually, a list of these items will be transmitted to the Contractor/DB by the PM and QAQC Team.
- c. When the Contractor/DB determines that a punch list item is complete they will open the record in Prolog and select a date for "Completed" and save the record.
- 1) This action will initiate a notification to the HCAA Project Manager (or his representative).
  - 2) Final inspection of the completed item will be made.
- d. After the final HCAA inspection the designated HCAA personnel will record the "Signed Off" date and complete the "Closed" Checkbox.

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Purpose: The purpose of this document is to establish a process for document and correspondence transmittals.

- A. Transmittals shall be used by the Project team to send all correspondence, pay applications, and other items that do not fall into the Submittals, Close-out, or Reporting areas.
- B. Creation of a Transmittal: Any party in the Project team can prepare a Transmittal in Prolog.
- 1) Items that are called out as submittals in the Div 01 documents or in the specifications should be submitted through the Submittal modules.
  - 2) Items called out as Close-out requirements in the Div 01 documents or in the specifications should be submitted through the Close-out Register
  - 3) Items that are based on Inspections or Testing should all be submitted through the Inspections and Testing module.
  - 4) QAQC and Punch List items are all prepared through and transmitted through the QAQC Module and the Punch List Module.
  - 5) All other items that are to be transmitted from one party to the other throughout the course of the project shall be sent through the Transmittal Module in Prolog.
- C. Below is a detailed review of the required Transmittal Prolog Fields and the responsible party.
- 1) The row above the tabs will show in all tabs of the module.
    - a) Date: The date field is automatically populated with the current date.
    - b) The Reference Number is automatically populated with the next number in the sequence of unused records.
    - c) Logged as: is a drop down selection field. The options in this field are:
      - Construction
      - Contract
      - Correspondence
      - Cost
      - Design
      - Information
      - ODP
      - Report

- 
- Sent – Sent is not to be used by any user. This option is for items that are automatically sent out in the system due to cc lists, i.e. RFIs.

Select the appropriate option that best fits what you are transmitting in general terms.

- d) Logged By will automatically populate based on the user entering the Transmittal.

C. General Tab:

- 1) Transmitted by, Company and Address are all auto-populated based on the user entering the Transmittal
- 2) To, Company and Address are entered by the party sending the Transmittal. If the To party's name is known all three fields can easily be populated by entering the first 3 letters of the first name and the first three letters of the last name in the "Attention" field. i.e. "lauhar" will pull in Laurie Harris and all of the company information associated with that person.
- 3) Package Transmitted For: The person entering the Transmittal will check the appropriate box or enter information in the "Other" box at the bottom of this field.
- 4) Delivered Via: This is a drop down box. The usual entry here is "Electronic Delivery", however, if there are physical items being transmitted, Hand Delivery, Messenger, or other deliver means may be selected.
- 5) Tracking Number: This is used when Correspondence or other items are sent via Certified Mail, UPS, FedEx, or another sending method that provides tracking numbers.
- 6) Remarks: Remarks is perhaps the most important field of the Transmittal. It is CRITICAL that the person entering the Transmittal use the first line of the Remarks field to say what they are sending, i.e. *Pay Application No. 5 – Part 2 Contract ABC Contractor*.
  - a. DO NOT put "Please review the attached" in the Remarks without first entering the description information and then leaving a space.
  - b. The reason for entering the description of what is being sent is so everyone looking at the "All" view in Prolog can easily scroll down the page to see what has been transmitted and if they are looking for a specific transmittal, they will be able to find it easily.

When this description is not used, you have to open every Transmittal to find what you are looking for.

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D. Detailed Items Tab

- 1) Item Num: This field is auto-populated.
- 2) Quantity: This field is not required. If you are transmitting multiple copies or physical items, you may want to use this.
- 3) Item: This is a drop down field the person entering the transmittal will select the appropriate option for each item being transmitted. If you are sending 2 or 3 items they must be detailed in a separate line for each. This selection box is more detailed than the Logged As field on the General Tab and will provide better opportunities for searching, filtering, and reporting.
- 4) Reference: This field could be used for an additional label, for a document reference number, or left blank.
- 5) Description: Copy the name of the document being transmitted into this field.
- 6) Notes: This can be used for providing additional information about the item being transmitted.
- 7) Status: This field is not required.
- 8) Transmitted For: This field is not required.

E. Courtesy Copies Tab

- 1) Use this tab to select people that need to be copied on the Transmittal. This can be a single individual, or Master Plan Document Controls can set up distribution lists if needed.

F. Acknowledgement Tab: This tab is not used.

G. Files Tab: Use the Quick Upload feature to upload all documents for the Transmittal.

H. SubProject Tab: This tab is not needed for Transmittals.

I. Workflow Tab: The Workflow Tab is used for ODP Purchase Orders only.

When the Transmittal is complete and ready to send:

SAVE using the Checkmark in Square icon, SEND using the Triangle icon, and Print / Download using the Printer Icon. You can then “SAVE & EXIT” using the Checkmark in Square icon.





Hillsborough County Aviation Authority  
**Solicitation Addendum**

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**Addendum No.:** 3  
**Solicitation No.:** 19-411-012  
**Solicitation Title:** New Taxiway A and Bridge  
**Addendum Date:** March 20, 2019  
**Procurement Agent:** James Hanney

**NOTE:** The due date for submission of the Response has been revised to **April 3, 2019** by **2:00 p.m.**

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**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.  
**REPLACE WITH** The attached revised Section 00020 – INVITATION TO BID, in its entirety.

**REMOVE** Section 00340 – BID SCHEDULE.  
**REPLACE WITH** The attached revised Section 00340 – BID SCHEDULE, in its entirety.

**REMOVE** Section P-101 - PREPARATION / REMOVAL OF EXISTING PAVEMENTS.  
**REPLACE WITH** The attached revised Section P-101 - PREPARATION / REMOVAL OF EXISTING PAVEMENTS, in its entirety.

**REMOVE** Plan Sheets CA230, CA234, CF404, CG405, L-031, L-101 and L-301.  
**REPLACE WITH** The attached revised Plan Sheets CA230, CA234, CF404, CG405, L-031, L-101 and L-301, in their entirety.

**REMOVE** Tampa International Airport – Master Plan CD-11 MP Owner Direct Purchase.  
**REPLACE WITH** The attached revised Tampa International Airport – Master Plan CD-11 MP Owner Direct Purchase, in its entirety.

**Questions and Responses:**

**Q.1 Plan Sheet CA230 proposed drainage structure table, General Notes, Note #3 refers us to CA232 to CA245 for Drainage Details. On plan sheet CA232, there is a detail for Class "B" Pipe Bedding. Does this project require all Drainage Pipe to be constructed per this detail?**

R.1 Class "B" Pipe Bedding shall be utilized for all drainage pipe installation.

**Q.2 On sheet S-020 the sequence of work for the bridge depicts all the shafts completed in Phase 1. On sheet CT0202 the temporary access road clearly conflicts with the foundations of Abutment #4. Please confirm the shafts cannot be completed within one mobilization.**

R.2 Shafts can be installed in one phase or two phases. The one phase approach will require the installation of hooked bars at the top of the shafts later through mechanical couplers. Otherwise, the shafts for abutment 4 can be installed after the temporary road has been moved in a separate phase.

**Q.3 The Bidding and Contract Requirements state "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 660 days after Notice to Proceed.". Please provide the contract duration to Final Completion.**

R.3 Contract duration is calculated from Notice to Proceed to Substantial Completion. Final Completion shall be in accordance with Section 01700 – PROJECT CLOSEOUT, Item 1.03.

**Q.4 Pay Item 548-12 0548 12 RETAINING WALL SYSTEM, PERMANENT, EXCLUDING BARRIER Refer to sheets S-614 & S -615 Please instruct if precast panel face MSE Walls for Walls 5 & 6 can be used in lieu of the wire faced specification as shown in the plans.**

R.4 Wire face MSE walls are specified behind abutment walls due to their lower costs and that there are no aesthetic requirements, due to their location. Alternate wall designs will be considered if they meet the design requirements and are at no additional costs when compared to the wire face walls.

**Q.5 Insurance requirements in Section 00650 state that the minimum coverage for General Commercial Liability is \$50,000,000 and required to be maintained for 5 years after completion. Do subcontractors also have to carry that level of General Commercial Liability for this project and for 5 years after termination? If not, then please state the minimum insurance requirements for subcontractors.**

R.5 Contractor will require that all subcontractors maintain insurance that meets all the requirements stated in Section 00650 – INSURANCE REQUIREMENTS. This includes all

applicable limits and terms of coverage required during the performance of this Contract and for five years thereafter. All policies will be 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 and will, upon request, show proof of compliance to the satisfaction of Owner.

**Q.6 One of my suppliers is questioning the payment method for the revetment mat.**

R.6 Revetment mat will be measured and paid for as indicated in the Specifications. Contractor will be required to install the mat per the detailed drawings. No separate payment will be made for the components of the mat or of the overlap or trenches.

**Q.7 This project is scheduled to bid on 03/27/19, the same day as the Central FDOT letting. This bid project is very extensive with many participating subs & vendors, including W/MBE companies. We request that you please reschedule the current bid date. This will allow more and less conflicting time for the W/MBE companies to properly process this bid.**

R.7 See attached revised Section 00020 – INVITATION TO BID. Bid Submittal Time and Date has been revised to April 3, 2019 by 2:00 p.m.

**Q.8 Removal of abandoned fuel lines and Peoples gas lines are shown to be removed in the demolition drawings. Have these lines been evacuated or purged? Or will the contractor have to evacuate the lines?**

R.8 The Contractor should expect to purge the lines as required.

**Q.9 Can you provide a detail of the septic tank riser and access lid that is to be modified as noted on sheet CU203?**

R.9 There is no detail for the septic tank riser and lids as the existing tank and access covers are buried and need to be field located. When exposed the tank will need to have risers with H20 load rated grade rings with frames and covers installed to proposed grade.

**Q.10 Specification P-501-4.6 requires projects with greater than 5,000 cubic yards of concrete pavement, in regular areas to be placed using slip-form paving equipment. Will the use of stationary side forms, hand/roller screeding and float finishing be allowed on this project, in regular shaped areas in lieu of slip-form paving equipment?**

R.10 No. Slip-form paving will be required.

**Q.11 In Addendum 1 a list of prospective plan holders was provided and our company was not listed as a plan holder. Can you update and redistribute the plan holders list?**

R.11 As of March 19, 2019, the following companies have downloaded the Contract Documents for this Solicitation:

Infrastructure and Industrial Constructors Southeast Inc  
Zep Construction Inc  
Hubbard Construction Company  
Florida Hydroseeding Erosion Control  
The Middlesex Corporation  
Anthony Allega Cement Contractor Inc  
Crouse Hinds Airport Lighting Products  
Crisdel Group Inc  
Prince Contracting LLC  
Kiewit Infrastructure South Co  
Pepper Contracting  
Hughey Phillips  
Lagan Construction LLC  
Superior Construction  
Interstate Sealant Concrete Inc  
Allen Enterprises  
Precision Approach LLC  
Lumacurve Airfield Signs  
Danton Hydroblasting  
Penhall Company  
ABC Construction Inc  
Preferred Materials  
Astronics DME  
Himes Electric Inc  
MRS Airfield Lights Supplies LLC  
Matcon Construction Services  
Ajax Paving Industries of Florida LLC  
Hypower Inc  
Civil Site Constructors Inc  
JMD Building Products  
Multi Electric Mfg  
Johnson Bros  
FH Electric  
Gibbs Register Inc  
Tierra Inc  
SPC Construction Group  
LS Diversified LLC  
American Infrastructure Services  
Test Lab Inc  
Bandes Construction Company Inc  
Cone & Graham Inc

David Nelson Construction Co  
Axtells Pavement Solution  
Astra  
American Bridge Company  
McCarthy Improvement Company  
John B Webb Associates  
Case Atlantic Company  
Florida Hydroseeding and Erosion Control  
Florida Concrete Pipe Association  
Coordinated Construction Project Control Services  
North Electric  
MC Squared Inc  
BAUER Foundation Corp  
Rainbow Distributors USA Inc  
MCS of Tampa Inc  
GLF Construction Corporation  
HL Pruitt  
Cape Environmental Management Inc  
American Infrastructure Development  
Alfonso Materials Supply  
Cherokee Enterprises Inc CEI  
RS&H  
Diamond Drilling Sawing Co  
Cornerstone Barricades  
Concrete Cutting Breaking Co  
Garcia Bridger Engineers  
Dywidag Systems International

**Q.12 Besides the NPDES permit and associated temporary Batch Plant permits, what other permits are required to be obtained by the contractor?**

R.12 Permits will be required for electric, water and wastewater construction on the Project through the City of Tampa.

**Q.13 Is the contractor required to procure ProLog software or does the Authority provide access to this software?**

R.13 The Contractor will not be asked to purchase special software for this task.

**Q.14 When is the expected NTP?**

R.14 The Owner plans on issuing the Notice to Proceed within 3 weeks of Contract award by the Owner's Board.

**Q.15 Does the Authority plan on utilizing ODP (Owner Direct Purchase) for this contract?**

R.15 See Item 2.06 in Section 00700 – GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION. 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.

**Q.16 Are the existing materials in the laydown yard available or the contractor to use?**

R.16 No.

**Q.17 Sheet CU300 calls out “New Conduit Design by Contractor”. What does this mean? Also, what happens where the new Fiber connects with the existing? Please provide detail.**

R.17 The Contractor is not responsible for that particular element of work. This element of work is being accomplished by another contractor prior to the Owner issuing a Notice to Proceed for this Project.

**Q.18 Are mechanical couplers required for the drill shafts? There are details that indicate otherwise.**

R.18 Mechanical couplers would only be required at abutment 4 if all the drilled shafts are installed in one phase and the top of abutment 4 shafts get buried. In lieu of couplers at abutment 4, Contractor can propose other means of protecting the shaft hooked dowel rebars until the concrete footings are installed.

**Q.19 The Drainage Structure Pipe Detail Table on Sheet CA230 calls out the 54” RCP to be Class IV. The pay item is Class V. Pls clarify what Class pipe is required.**

R.19 The Contractor will provide Class V RCP per the attached revised Section 00340 – BID SCHEDULE. See attached revised Plan Sheet CA230 showing Class V RCP.

**Q.20 Reference Specification P-501-2.1.c Coarse Aggregates.**

- a. Locally sourced coarse aggregate will not meet a max 40 on LA abrasion. We request an increase in the max loss to allow for locally sourced aggregates.**
- b. Typical local aggregate suppliers do not meet 12% soundness loss when sodium sulfate is used. It typically averages 13%. Please consider and increase in the soundness loss to allow for locally sourced aggregates.**

R.20 Contractor will provide material that meets the Specifications.

**Q.21 Basecans - Planset EL509 shows four openings: two grommets; two threaded hubs, also basecan has 1 int ground lug; 2 - ext ground lugs. Please verify**

R.21 The sign light bases are equipped with four openings at 0, 90, 180 and 270 degrees. Three are rubber grommets and one is a threaded hub. The threaded hub is used for the RGS conduit that turns up under the sign power leg. Per FAA Specification light bases are equipped with one internal ground strap w/clamp and one external ground strap w/clamp. The ground strap and clamp are capable of accepting only one 2 AWG solid copper conductor per clamp. Since the Contractor will have to bond to the rebar a second external strap and clamp are required. If additional 2 AWG conductor terminations are necessary a combination of a lug or multiple clamps may be acceptable and should be submitted to the Owner.

**Q.22 Centered Sign ID Label: Adhesive 3" letters, white reflective on black background similar to Bradley 9750 or accepted equivalent. We have 2" black letters on a yellow background. Number holder is not adhesive but is screwed onto the sign (less opportunity for FOD). Is that acceptable?**

R.22 No, the labels shall be provided as shown in the Plans.

**Q.23 Plan Sheet CA500 Note 10. "Removal shall be to the satisfaction of the Engineer." Please provide clarification for the level of removal for bidding purposes.**

R.23 Marking removal for the shoulder markings shall be at least 80% marking removal since these areas are receiving a seal coat. Removal shall be 90% for all other markings on asphalt pavement and 100% for removal on concrete pavement per revised Specification P-101 Paragraph 101-3.10.

**Q.24 Plan Sheet CA500 notes the removal of taxiway shoulder markings from the existing asphalt shoulders. The asphalt in many of these locations is in poor condition and may suffer from high pressure water blasting depending on the level of removal. Please clarify the level of removal for the shoulder markings.**

R.24 80%. See R.23.

**Q.25 Tech Spec 620-3.2 Equipment has atomizing spray-type marking machine struck out. This revision to the specifications limits airfield marking contractors that can bid this project. Will the Authority consider allowing atomizing spray-type marking machine.**

R.25 No. Contractor will follow the Specification.

## **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.



**PURPOSE:** The purpose of this process is to provide the process for HCAA to purchase materials, equipment, supplies and furnishings for a project, for the purpose of saving sales tax which would otherwise be due from contractor purchased materials, equipment, supplies and furnishings.

- I. Determining a Materials List and Initial Cost estimate for creating the ODP funds for the project with a deductive change order.
  - A. Within 30 days of NTP, the Contractor/Design Builder (C/DB) will submit to the Project Manager (PM), and the ODP Manager (ODPM), a list of potential items that can be purchased under the ODP Program, via Prolog Transmittal. The list will include a description of the materials, estimated quantities and pricing.
  - B. The Contractor, PM and ODPM will vet the potential ODP items to determine the Deductive Change Order (CO) value within 60 days after the initial list is received by the Owner through Prolog.
    1. In general, ODP purchase orders should be greater than \$10,000 in value. PO's that have a value lower than the \$10,000, will be discussed on a case-by-case basis.
    2. It is preferred that the items do not reduce the C/DB Women and Minority Owned Business Enterprise (WMBE) / Disadvantaged Business Enterprise (DBE) participation below their contractual requirement. Any items that may reduce the WMBE/DBE participation must be identified.
  - C. The PM will initiate the ODP Deductive CO and will follow Process CD-03 MP Construction Change Order. In the Finding of Fact, the PM must identify the use of the ODP program for each specific opportunity.
  - D. Upon approval of the CO, the Master Plan Cost Control (MPCC) team will enter the CO into Prolog and adjust the ODP and Construction budgets respectively.
  - E. The MPCC and Master Plan Invoice Compliance (MPIC) team will review the updated C/ DB Schedule of Values (SOV) for the appropriate reduction in the cost of work and proper allocation to the ODP line item(s) as part of the next month's payment application.
  - F. The C/DB will reduce the SOV cost of work line item(s) and add the value of the deductive CO to the ODP SOV line item(s). The ODP SOV line item(s) will not be calculated into the bottom line totals. When the CO is issued, the C/DB Fee will not be reduced. However, the subcontractor default insurance, General Liability and Performance and Payment Bond lines, if applicable, will be reduced by the contractual rates multiplied against the value of the material and tax deducted.

1. MPCC and MPIC will coordinate review of SOV to the ODP Prolog Report each month as needed. As invoices are processed and fees become available, the C/DB will bill for ODP fees every month based on the paid invoices plus the tax.

II. Issuing ODP Purchase Order (PO):

- A. Once a vendor is identified, and chosen for ODP, the C/DB and Sub will provide the HCAA Terms and Conditions (T-Cs), complete with Civil Rights Exhibits A or B, and the Insurance Requirements, to the Vendor for their review and acceptance. The Vendor, the Sub, C/DB and HCAA must all agree to any changes to the T-Cs. Acceptance by the Vendor, Subcontractor (SUB) and C/DB will be provided in an email to ODPM.
- B. If changes are requested by the Vendor, they may do a “red line” mark-up of the T-C’s, and the C/DB and Sub will include any terms and conditions which they have negotiated with the vendor, i.e. payment terms, warranties, retainage, phased deliveries, etc. These requested changes will be compiled with the HCAA PO T-C’s, and the ODPM will submit them to Procurement for review by the Authority’s Legal Affairs Department. The HCAA Legal Affairs department review of changes can go back and forth until all T-C’s are agreed to by all parties (HCAA, Vendor, Sub and C/DB), or the parties decide to not proceed. Note that there are some items in the HCAA T-Cs that are not negotiable due to State laws.
  1. All T-Cs must be agreed upon in writing before the Draft PO will be created. In addition to the T-C’s being accepted, the vendor must register on the Authority’s Vendor site prior to creation of the PO. Registration can be found here: <http://www.tampaairport.com/procurement-department>. For assistance the vendor can contact the Procurement department at **Phone: (813) 870-8796, [ProcurementHelpline@TampaAirport.com](mailto:ProcurementHelpline@TampaAirport.com), **During the Hours: 8:30 am-5:00 pm****
- C. Once the T-C’s are accepted and the vendor is registered, the C/DB will send the Purchase Order Requisition (POR) via Prolog Transmittal to the ODPM with the required information.
  1. The C/DB Proposal Cover sheet shall include:
    - a) *Project Name and Number*
    - b) *Subcontractor Name and Contact with contact email and phone #*
    - c) *The Name, address, telephone and email of a contact person at the Supplier.*
    - d) *Total Material Costs*
    - e) *Sales Tax that would be applied, including shipping costs.*

- f) Total Contract Deduction (total PO amount)*
- 2. The Supplier Quote (not from the Subcontractor) should provide sufficient detail to show what the authority is purchasing with quantities, unit prices, and extended pricing. This will be attached to the PO for detail. The PO will be written as a lump sum.
  - a) A delivery location with a delivery contact name and phone #.*
  - b) The Quote / POR will not include installation costs.*
  - c) If the subcontractor requires a specific delivery date for items in the PO, that delivery date must be called out in a delivery schedule in the Purchase Requisition. Proof of solicitation of at least three bids for each ODP item or explanation as to why three bids were unobtainable.*

3. The POR is to be submitted to HCAA no less than 20 days prior to the date required for issuance of the ODP PO. The order date will have taken into account the lead time necessary to ensure that the design team has reviewed and approved all submittals and/or other pertinent information so that the POR can be processed with the information provided by the C/DB.
4. ODPM will forward the POR to the P&D Admin (PDA) for entry of a Requisition in Oracle, and will create a PO in Prolog in the Contracts module with status Pending.
5. PDA will enter a Lump Sum Requisition for the total of the ODP item(s) into an Oracle Purchase Order Requisition (REQ), and will indicate the detail is attached for Authority approvals. Unless specifically called out in the POR, the Requisition will not include a due date. This column on the Requisition / PO should be blank.
  - a) *The Oracle REQ will be coded as task 99 and routed to Finance. Finance will apply the Oracle REQ to the applicable project and code the REQ tasks as Construction with a sub code of ODP. The Oracle REQ will be routed through the established Oracle REQ approval workflow.*
  - b) *Once the REQ is approved, notification will be sent to Procurement and Finance.*
6. Procurement will prepare a Draft PO attaching the following documents:
  - a) *Agreed upon T-C's*
  - b) *Insurance Requirements*
  - c) *Civil Rights Attachment*
  - d) *Current Florida Consumer's Certificate of Exemption*
  - e) *Certificate of Entitlement*
  - f) *E-Payable Instruction and Documentation*
  - g) *The POR*
7. Procurement will forward the DRAFT PO to the ODPM for C/DB, Sub and Vendor Approvals. ODPM will forward the DRAFT PO with all attachments to the C/DB via Prolog Transmittal with the ODP PO Workflow.
  - a) *The PO shall be sent to the C/DB for approval no later than 10 calendar days after receipt of the C/DB POR Form, as long as all requirements for T-C acceptance have been met. ODPM will status the Prolog PO as Pending C/DB Approval.*

8. The C /DB will verify that the PO matches the submitted requisition document and that the vendor and sub are in agreement that the PO and all attachments (T-C's, Civil Rights Exhibit, and Insurance Requirements) are agreed to. The verification shall be through the approval of the workflow in the Transmittal sent with the DRAFT PO.
9. When the C/DB approval of the workflow is received, ODPM will copy the approval and forward it to Procurement with a request that the final PO be issued to the Vendor.
10. Procurement will issue the PO to the vendor inclusive of all attachments and will courtesy copy ODPM.
11. ODPM will forward a copy of the final PO to the C/DB, PM and other relevant Project team members.
12. ODPM will status the Prolog PO (Contract) as Final Approval

D. Purchase Order Revisions

1. If a revision is needed on a Purchase Order for material changes or quantity changes, the C/DB will submit a PORC (Purchase Order Requisition Change) request via Prolog Transmittal referencing the current PO number.
2. The ODPM will submit the request for change to Procurement copying all approving parties and requesting their approvals for the PO change.
3. When the approvals are received for the change, Procurement will issue a revised purchase order with the changes.

III. ODP Invoice Approval and Payment

- A. The Vendor will send invoices to [ODPInvoicing@TampaAirport.com](mailto:ODPInvoicing@TampaAirport.com). ODPM has access to this email box.
- B. ODPM will check the accuracy of the billing against the PO Document, and will enter the invoice(s) into the Contract Invoices module under the PO Contract in Prolog. A workflow will be used for approval of all invoices and will include the C/DB, the PM, and the Director of Construction (DOC).
- C. The first approval will be the C/DB, who will check the accuracy of the billing against the PO Document and verify materials received. C/DB will obtain a signed verification form from the Sub that the materials were received in good condition, and the invoice(s) is accurate. This verification form will be attached to the Prolog invoice record.
- D. By Florida Statute, all invoices must be paid within 25 business days of receipt of a valid invoice. If not paid within this timeframe, a 1% per month interest fee is charged.
  1. The C/DB has 10 **days** to obtain the sub approval and approve the workflow in Prolog.

- a) If the invoice is received by the C/DB Sub and the materials cannot be verified for invoice approval, the invoice must be rejected immediately with the reason for the rejection. The C/DB will immediately notify the ODPM so the invoice can be rejected back to the vendor for correction.
  - b) The ODPM will notify the vendor of the rejection and the reason for such rejection, and will request that the invoice be resubmitted with a new current date when the requirements for the materials have been met. All rejection correspondence will be filed with the PO/Invoice in BOX ODP files.
  - c) If the C/DB does not approve the invoice in a timely manner, causing the approvals to be delayed beyond 25 days, the C/DB may be back-charged 1% per month on the invoice amount for payment of interest owed per Florida Statute 218.735.
2. When the C/DB approves the workflow it will move on to the ODPM for their review and approval. The ODPM will upload a copy of the PO to the record, review the Invoice attachments and verify that everything is accurate, and they will approve the workflow. The ODPM should process within **2 days**.
  3. The next approver will be the Project Manager (PM). They will review the record and all attachments to confirm the accuracy and then will approve the workflow. The PM should process the invoice(s) within 2 days of their receipt.
  4. When the PM has approved the workflow to the next step will be the DOC who will confirm PM's approval through review of the attachments, and they will approve the workflow. The DOC should approve within **2 days of receipt**.
  5. When the DOC has approved the workflow the Contract Invoice is final and a notification will go the ODPM and C/DB that the invoice(s) has been approved for payment.
  6. ODPM will copy the approval and send it via email to Project Payables. The email will include the following attachments:
    - a) *Invoice*
    - b) *Approvals*
    - c) *PO*
    - d) *Certificate of Entitlement*
  7. Project Payables will process the invoice through the Oracle approval process and upon approval will prepare and send the payment. They will provide a copy of the Certificate of Entitlement with the payment, and will provide a copy of the check or ACH payment to the ODPM.

8. At Reconciliation each month, MPCC will reconcile the Prolog ODP invoices with Finance records of invoices paid during the month. The invoice record will contain all documents applicable to the invoice (invoice, verification, approval, and payment information – ACH or check)
9. ODPM will forward a copy of ODP Contract Report showing all approved and paid invoices recorded and showing the actualized tax to date to the C/DB for their Pay Application.
10. The CDB will reconcile their ODP records to the ODP Prolog report, and will determine the fee to take for their pay application. The fee is calculated on the percentage complete of each purchase order plus the tax for that percentage.
11. MPCC will enter an ODP Budget Transfer PCO recognizing the actualized sales tax savings based on the percentage complete of paid invoices to the PO total. The amount of the actualized tax savings will be transferred from the ODP Tax Savings Budget to the Owners Contingency Budget.
12. In the event the payment is not made within 25 business days of receipt of the invoice, the ODPM will notify the Finance department that an interest payment will be due to the supplier. The ODPM will provide a spreadsheet calculating the interest at the rate of 1% per month for all invoices over the due date and will include it with the email approvals for payment processing. Two checks will be issued – one for the payment and one for the interest. When the interest payment is prepared, Finance will use the calculation sheet to determine the final late payment by filling in the actual payment date. The payment will be sent with the Late Payment Vendor Letter. Finance will provide the ODPM with a copy of the late payment (ACH or Check) and the late fee letter sent.
13. The late fees accumulated will be deducted from the tax savings for the project.

#### **IV. Asset Tracking**

- A. When the PM reviews the invoice and approves they will provide an Asset Classification based on the Finance Department Asset Classification code list attached to this Process by adding a note to the workflow approval.

#### **V. ODP Tax Savings**

- A. Calculations will be done at the PO level with the calculation as follows:
  - 8.5% on the first \$5,000.00 of the PO.
  - Subtract \$5,000 from the total
  - 6% on the Balance



Add the 8.5% and the 6% calculations together to determine the Total Tax Savings

- B. Each month the actualized tax savings will be determined by the percentage complete of each PO.

#### VI. ODP Close-Out

- A. When the final invoice is received from a vendor for an ODP PO and approved for payment, the email notification to Project Payables will indicate that the PO is billed in full and it should be Closed. A copy of the email goes to Procurement and the Finance Controller.
- B. If the Sub completes their scope of work and a balance remains on an ODP PO, they may request that the PO be closed and the remaining funds be returned to the contract. To close a PO with a balance remaining, the C/DB must provide the following:
  - 1. *An email verification from the Sub that they have completed all of the work required in their scope that requires the materials in the PO, and that there will be no further materials ordered on the PO. The Sub / C/DB should provide a final invoice verification indicating the final remaining balance on the PO, signed by the C/DB and the Sub.*
  - 2. *An email verification from the Vendor that they have completed all material deliveries, all materials have been billed for, and all invoices have been paid. The vendor must provide an ending balance from their books for the PO*
- C. The C/DB will ensure that their PO balance reconciles with the HCAA ODP PO Balance when they request the closing of a PO.
- D. When the C/DB has completed their reconciliation, and has obtained the necessary verifications, they will forward the information to the ODPM via Prolog Transmittal and request that the PO be closed-out with Procurement and Finance.
- E. When the ODPM has reconciled all of the amounts and all invoices have been paid, an email will be sent to Finance with carbon copies (cc) to Procurement, requesting that the PO be closed-out and the remaining balance be returned to the ODP Funds for the Project.
- F. The ODPM will verify the PO is closed with the following Month's reconciliation to finance.
- G. The C/DB may elect to request a reverse change order to have unused, and closed out PO balances returned to their contract by preparing a change order request and submitting it to the PM.
- H. The PM should request review by the ODPM to ensure that the amounts requested in the COR are available in the ODP funds.



VII. REFERENCES

- A. Standard Procedure S410.19
- B. Standard Procedure S410.19 Appendix A
- C. Florida Administrative Cost Rule 12A-15.004
- D. CD-03 MP Construction Change Order
- E. F.S. 218.735, Timely payment for purchases of construction services.

VIII. ATTACHMENTS

- A. ODP Process Checklist
- B. Invoice Verification Template
- C. ODP Prolog Contract Report
- D. Asset Classification Listing

**SAMPLE PURCHASE ORDER REQUEST**

**QUOTE TO BE ATTACHED TO THIS REQUEST FORM**

Date

Hillsborough Count Aviation Authority  
4100 George J Bean Pkwy.  
Tampa, FL 33607

**PURCHASE ORDER REQUISITION**

PROJECT # and PROJECT NAME

C/DB Purchase Order Request #: \_\_\_\_\_

Subcontractor (Name, Email, Phone)

<b>Vendor/Supplier:</b>	
<b>Contact Name:</b>	
<b>Contact Email:</b>	<b>Contact Phone:</b>
<b>Material Description</b>	
<b>Address:</b>	

Procurement Department:

Attached please find the proposal/quote for the Owner Direct Purchase of materials in accordance with your agreement to save sales tax on the above referenced project. This correspondence will serve as our request for the Owner to issue a Purchase Order between the Owner and the Vendor/Supplier.

PO Amount     \$\_\_\_\_\_ - Reference the attached quote.

Sales Tax       \$\_\_\_\_\_ - 8.5% on first \$5,000 and 6% on balance.

Total Deduct from contract     \$\_\_\_\_\_

Sincerely,

# Owner Direct Purchase Order Verification

Verification Date \_\_\_\_\_

PO# \_\_\_\_\_  
 Vendor \_\_\_\_\_ Phone: \_\_\_\_\_  
 Subcontractor \_\_\_\_\_ Phone: \_\_\_\_\_

PO Amount \$ \_\_\_\_\_  
 PO Balance \$ \_\_\_\_\_

Invoice Date	Invoice Number	Item Description (from PO)	Previously Submitted	Amount Due with This Invoice
Totals			\$ -	\$ -
Total Due with This Verification				\$ -
Total Previously Submitted			\$ -	
Total Approved to Date				\$ -
Unused Balance on PO				

In Accordance with contract documents, I hereby certify that to the best of my knowledge, information and believe, the above materials are required for construction of this project and have been received per the invoice.

Signature - Subcontractor \_\_\_\_\_ Date \_\_\_\_\_

Signature - Skanska ODP \_\_\_\_\_ Date \_\_\_\_\_



Hillsborough County Aviation Authority  
**Solicitation Addendum**

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**Addendum No.:** 4  
**Solicitation No.:** 19-411-012  
**Solicitation Title:** New Taxiway A and Bridge  
**Addendum Date:** March 26, 2019  
**Procurement Agent:** James Hanney

**NOTE:** The due date for submission of the Response remains on **April 3, 2019 by 2:00 p.m.**

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

**Remove and Replace:**

**REMOVE** Plan Sheets G-022, G-023 and G-024.

**REPLACE WITH** The attached revised Plan Sheets G-022, G-023 and G-024, in their entirety.

**Questions and Responses:**

**Q.1 The insurance requirements in section 00650 require the general contractor and sub-contractors carry insurance on this project for 5 years after contract termination, but the warranty period stated in section 00700 3.05 says contractor only needs to warranty for one year. Why are we being required to carry insurance on a project for 5 years after the contract is terminated when our work only needs to be warranted for one year after substantial completion?**

**R.1 Pursuant to Fla. Stat. § 95.11(3)(c) there is a 10 year statute of repose for construction defects after the completion of the Contract. Completion of the Contract means the later of the date of final performance of all the contracted services or the date that final payment for such services becomes due without regard to the date final payment is made. In some cases, however, the time can be extended an additional year for counterclaims, crossclaims, and third-party claims arising out of the transaction, conduct, or occurrences after the pleadings are served.**

The presence of or the term of any warranty is immaterial. The Authority chose the five year period to more easily accommodate the purchase of the coverage. The Contractor's obligations survive beyond its term and hold the Contractor, and its subcontractors, fully responsible for any damages.

**Q.2 Please clarify/identify surfaces covered by pay item 413- 154 CLEANING & SEALING CONC.**

R.2 The above pay item covers entire top horizontal surface of concrete deck at the bridge and the approach slabs.

**Q.3 Please provide DHW Elevations at MSE Wall locations.**

R.3 Please see boring sheets in volume 2 of the Plans and Appendices 2 and 3 of the Specifications for water elevations.

**Q.4 In regards to the answer to Q.5 from Addendum 3 regarding all subcontractors will be required to comply with Section 00650, does this apply to W/MBEs? This may preclude participation by some W/MBEs as the cost of the additional insurance premium outweighs the value of the work that will be performed.**

R.4 The Authority requires insurance coverage that meets all the requirements stated in Section 00650 – INSURANCE REQUIREMENTS for the Work performed. If the Contractor does not provide the required coverage for the Work performed, then the subcontractor shall provide the required coverage for the Work performed.

**Q.5 In regards to the answer to Q.5 from Addendum 3 regarding all subcontractors will be required to comply with Section 00650, will the insurance requirements pertain to truck drivers for onsite material delivery?**

R.5 See R.4.

**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**

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<b>Addendum No.:</b>	5
<b>Solicitation No.:</b>	19-411-012
<b>Solicitation Title:</b>	New Taxiway A and Bridge
<b>Addendum Date:</b>	March 27, 2019
<b>Procurement Agent:</b>	James Hanney

**NOTE:** The due date for submission of the Response remains on **April 3, 2019** 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 From the following 2 Addenda responses are we to infer that if the (Prime) Contractor provides the insurance required then subcontractors are not required to provide the coverages?**

**From Addenda 3:**

**R.5 Contractor will require that all subcontractors maintain insurance that meets all the requirements stated in Section 00650 – INSURANCE REQUIREMENTS. This includes all applicable limits and terms of coverage required during the performance of this Contract and for five years thereafter. All policies will be 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 and will, upon request, show proof of compliance to the satisfaction of Owner.**

**From Addenda 4:**

**R.4 The Authority requires insurance coverage that meets all the requirements stated in Section 00650 – INSURANCE REQUIREMENTS for the Work performed. If the Contractor does not provide the required coverage for the Work performed, then the subcontractor shall provide the required coverage for the Work performed.**

R.1 Yes, so long as the Prime Contractor's insurance covers the work performed by its subcontractors.

**Q.2 The Valley Gutter Inlets ( TY J) Shown in profile on sheet CA251 (S-2 and S-3) are not sufficiently deep to allow space for grating haunches shown on Sections A and B, Sheet CA 232. Both profiles show 3'10" from proposed flowline to top of grate. It seems that : (A) the inlet detail could be revised, or (B) the flowlines of the RC Pipes could be lowered 2'6" to accommodate the current inlet detail. Please provide direction.**

R.2 Provide structures per the details provided. Structures will be deeper than shown on pipe profile sheet CA251 to better accommodate the standard structure design. Pipes will be lowered as required for structure design. For bidding purposes assume the RCPs referenced above will be lowered by 2'-6" maximum.

**Q.3 Response #5 in Addendum 3 states "that all subcontractors maintain insurance requirements stated in Section 00650 ...". Does this include ALL subcontractors, including 2nd and 3rd tier subcontractors who may, 1) not be able to qualify for a policy with these limits or a term this long, or 2) may not be able to afford the premium for a policy with a limit this large and a term this long, or 3) if able to qualify for a policy like this may not have a scope of work large enough to spread the cost of this size premium into applicable unit prices. This is an unusually large limit and length of term. Small subcontractors (e.g., joint sealers, pavement markers, and certainly truckers, etc) may not be able to qualify or afford a policy that meets this requirement. Please consider and explain where prime contractors and large subcontractors should draw the line on requiring ALL other subcontractors to meet this level of insurance requirement.**

R.3 See R.4 in Addendum No. 4 and R.1 in this Addendum No. 5.

## 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**

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**Addendum No.:** 6  
**Solicitation No.:** 19-411-012  
**Solicitation Title:** New Taxiway A and Bridge  
**Addendum Date:** March 29, 2019  
**Procurement Agent:** James Hanney

**NOTE:** The due date for submission of the Response remains on **April 3, 2019** by **2:00 p.m.**

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

**Remove and Replace:**

**REMOVE** Section 00340 – BID SCHEDULE.  
**REPLACE WITH** The attached revised Section 00340 – BID SCHEDULE, in its entirety.

**REMOVE** Specification Item D-752 – CONCRETE CULVERTS, HEADWALLS, AND MISCELLANEOUS DRAINAGE STRUCTURES.  
**REPLACE WITH** The attached revised Specification Item D-752 – CONCRETE CULVERTS, HEADWALLS, AND MISCELLANEOUS DRAINAGE STRUCTURES, in its entirety.

**Questions and Responses:**

- Q.1** Where are we to include cost for proposed modification to Existing Pond Control Structures XS-16 & XS-18? (Sheet CA242)
- R.1** In Bid item D-752-2.9 – CONTROL STRUCTURE WEIR MODIFICATIONS. See attached revised Section 00340 – BID SCHEDULE.

## **End of Addendum**

### **INSTRUCTIONS:**

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

**DIVISION 0**

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**BIDDING AND CONTRACT REQUIREMENTS**

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Authority Project No. 8825 18

TAMPA INTERNATIONAL AIRPORT  
Tampa, Florida

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EXHIBIT B – CHANGE ORDER FORM

END OF SECTION

HILLSBOROUGH COUNTY AVIATION AUTHORITY

INVITATION TO BID

Sealed bids will be received from Bidders 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. on ~~March 27, 2019~~ April 3, 2019** 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.: 8825 18

FDOT FM Number: 440717-1

Project Title: New Taxiway A and Bridge

Project Description:

This Project primarily consists of an approximately 3,000-ft long concrete pavement cross-field taxiway with Cast-In-Place (CIP) Post Tensioned (PT) concrete bridge and associated lighting and signage.

Detailed Project Description:

This Project will require over 50,000 Square Yards of full strength and shoulder demolition; 200,000 Cubic Yards of earthwork; 90,000 Square Yards of Base Material; 9,000 Tons of asphalt pavement; 50,000 Square Yards of concrete pavement; 180,000 Square Feet of airfield marking; a half mile of service road improvements; 5,200 Linear Feet of fencing; new drainage pipe and structures; 300 new airfield light bases (170+ fixtures); 100 new Airfield Guidance Signs; over 1.5M pounds of structural reinforcing steel (bridge only); over 7,000 Cubic Yards of structural concrete (bridge only); and over 3,400 Linear Feet of 48 diameter inch drilled shafts. This Project includes a contractor quality control program, mobilization, maintenance of traffic (both roadway and airfield). Contractor will be required to prepare the required Safety Plan Compliance Document (SPCD). This Project will utilize new FAA Construction specifications dated December 21, 2018.

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	February 11, 2019 after 1:30 p.m.
Deadline for on-line WebEx attendance registration for the Mandatory Pre-Bid Conference	February 19, 2019 by 1:30 p.m.
Mandatory Pre-Bid Conference	February 20, 2019 at 2:00 p.m.
Request for Clarification Deadline	March 13, 2019 by 2:00 p.m.

Final Addendum posted on Authority website (If Necessary)	March 20, 2019 by 5:00 p.m.
Bid Submittal Time and Date	<del>March 27, 2019 by 2:00 p.m.</del> <del>April 3, 2019 by 2:00 p.m.</del>
Award by Authority's Board	May 2, 2019 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 **February 20, 2019 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. **Attendance may be in person or via WebEx.** To be considered as attending in person, Bidder must have signed in on one of the sign-in sheets. Attendees are warned that the sign-in sheets will be collected once the Pre-Bid Conference begins. Any Attendees arriving late after the sign-in sheets are collected will not be considered to have attended the Pre-Bid Conference as required. **Contact the Procurement Agent listed below (Page 00020-3) via email to register as an on-line attendee by WebEx. To be considered as attending via WebEx, the attendee must be identified by the Procurement Agent at the start of the Pre-Bid Conference and must stay on-line through the end of the Pre-Bid Conference. The on-line attendance registration deadline is listed above. Pre-registration is not required for in person attendees.**

A **NON-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.

#### 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 11%.

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 00020-1.

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:

New Taxiway A and Bridge  
Authority Project No. 8825 18  
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 00020-2.

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](mailto:JHanney@TampaAirport.com).

END OF SECTION

## SECTION 00100 - INSTRUCTIONS TO BIDDERS

### 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, be excluded from participating in or receiving the services or benefits of any program or activity covered by this Subpart. Contractor assures that it will require that its covered suborganizations provide assurances to the Contractor that they similarly will undertake Affirmative Action Programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E to the

same effect.

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

D. Compliance with Governmental Requirements:

1. The Bidder covenants and agrees that Bidder and Bidder's agents and employees will comply fully with all applicable federal, state, county, municipal or other governmental laws, executive orders, wage, hour and labor, equal employment opportunity, 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 Manuals, and that Bidder will obtain all necessary permits, pay all required fees and taxes, and otherwise perform these services in a legal manner. To the maximum extent permitted by applicable law, the Bidder will indemnify and hold harmless the Owner, its Board members, officers, employees, agents, and volunteers from any fees, damages, fines or costs of any kind arising out of Bidder's or any of the Bidder's consultants, subcontractors, suppliers or agents of any tier or their respective employees' failure to comply with such governmental regulations. This obligation to indemnify and hold harmless will be construed separately and independently. If this clause is found to be in conflict with applicable law, the clause will be considered modified by such laws to the extent necessary to remedy the conflict.
2. Bidder certifies that all materials, equipment, etc., contained in their Bid meets all 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](http://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](http://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](http://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](http://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.
  - 1. 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](http://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 Contract 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 that Boycott Israel List or are engaged in a boycott of Israel for any contract for goods or services of any amount or Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector or have engaged in business operations in Cuba or Syria for any contract for goods or services of \$1 million or more.
17. Failure to register with the Owner as a Supplier ([www.TampaAirport.com](http://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. Bids received without the Financial Statement may be considered irregular and may be rejected.
- O. Bids received without a copy of a current and active Contractor’s License that qualifies the company to bid on the work may be considered irregular and may be rejected.
- P. 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.
- Q. 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.
- R. Each Bid and any attachments submitted will be placed in a sealed opaque envelope

plainly marked on the outside with:

“Bid for:  
New Taxiway A and Bridge  
Authority Project No. 8825 18  
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

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COPY OF FINANCIAL STATEMENT

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COPY OF CONTRACTORS LICENSE (CURRENT & ACTIVE) THAT  
QUALIFIES THE COMPANY TO BID ON THIS WORK

- S. 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.
- T. 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.
- U. Erasures or other changes in a Bid will be explained or noted over the signature of the Bidder.
- V. 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.
- W. Each Bid will indicate the full business name and address of the Bidder and will be signed by Bidder with Bidder's usual signature.
- X. 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.
- Y. 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.
- Z. 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.
- AA. 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.
- AB. 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.

AC. 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 R.
  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.
  2. 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 as stated on their Letter(s) 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](http://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 11% 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:

1. 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;
  - b. 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;
  - c. 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;
  - i. 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
  - l. 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 SUSTAINABLE PROCUREMENT

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

#### 1.16 TRENCH SAFETY ACT/STANDARDS

- A. Section 553.62, Florida Statutes incorporates the Occupational Safety and Health Administration's (OSHA) Safety Standards, 29 CFR, Section 1926.650 Subpart P, as the State standard.
- B. All trench excavation performed in excess of 5-feet in depth will comply with Florida Statutes, 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

SECTION 00300 - BID FORM

TO:

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

FROM:

BIDDER NAME GLF Construction Corporation  
STREET ADDRESS 1428 Brickell Avenue, Suite 700  
CITY, STATE, ZIP Miami, Florida 33131  
DATE April 3, 2019 PHONE (305) 371-5228 Ext. 3401  
E-MAIL tegarcia@glfusa.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: New Taxiway A and Bridge.

Airport Name: Tampa International Airport

Authority Project No.: 8825 18

Project Title: New Taxiway A and Bridge

Dated: February 6, 2019

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 understands that the estimated quantities shown in Section 00340 - BID SCHEDULE are approximate only and are intended principally to serve as a guide in evaluating Bids and are subject to either increase or decrease.

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

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 660 days after 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 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 penalty 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, R.

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.

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:

ADDENDUM NUMBER	DATED
<u>One 02/27/19</u>	<u>Five 03/27/19</u>
<u>Two 03/08/19</u>	<u>Six 03/29/19</u>
<u>Three 03/20/19</u>	_____
<u>Four 03/26/19</u>	_____

continue if required . . .

1.09 The legal status of the undersigned is: (The Bidder will complete A. and the appropriate portion of B. or C. and strike out the other one.)

A. Federal Employer Identification (FEI) number: 65-0394050

B. Corporation:

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

Date of Incorporation: March 12, 1993

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

1428 Brickell Avenue  
Suite 700  
Miami, Florida 33131

2. If Foreign Corporation (non-Florida):  
Date of Certificate of Authority to transact business in Florida: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

C. Partnership:

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

_____	_____	_____
_____	_____	_____
_____	_____	_____

continue if required . . .

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

D. Other Entity

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ALL BIDDERS MUST SIGN AND EXECUTE THE FOLLOWING:**

Dated and signed at 1428 Brickell Avenue, Suite 700, Miami, FL 33131

on this 3rd day of April, 2019.

NAME OF BIDDER GLF Construction Corporation

By: Francesco Senis  
(Signature)

TITLE Francesco Senis, President & CEO

BUSINESS ADDRESS  
1428 Brickell Avenue, Suite 700  
Miami, Florida 33131

WITNESSES:

By: [Signature]  
(Signature)

By: [Signature]  
(Signature)

END OF SECTION

**GLF Construction Corporation**

DATE: **April 3, 2019**

BID SCHEDULE

AIRPORT NAME: Tampa International Airport  
 PROJECT H.C.A.A. 8825 18  
 DESCRIPTION:  
 ON: New Taxiway A And Bridge

BID ITEM NO.	ITEM DESCRIPTION	UNITS	BID QUANTITY	UNIT PRICE (NUMBERS)	UNIT PRICE (WORDS)	TOTAL PRICE
<b>GENERAL</b>						
C-100-1	CONTRACTOR QUALITY CONTROL PROGRAM (CQCP)	LS	1	\$600,000.00	Six Hundred Thousand Dollars and No Cents	\$600,000.00
C-102-1	INSTALLATION AND REMOVAL OF SILT FENCE	LF	10,000	\$2.00	Two Dollars and No Cents	\$20,000.00
C-102-2	INSTALLATION AND REMOVAL OF INLET / MANHOLE PROTECTION	EA	60	\$200.00	Two Hundred Dollars and No Cents	\$12,000.00
C-102-3	INSTALLATION AND REMOVAL OF FLOATING TURBIDITY BARRIER	LF	130	\$40.00	Forty Dollars and No Cents	\$5,200.00
C-102-4	TEMPORARY EROSION AND POLLUTION CONTROL	LS	1	\$325,000.00	Three Hundred Twenty Five Thousand Dollars and No Cents	\$325,000.00
C-105-1	MOBILIZATION AND GENERAL CONDITIONS	LS	1	\$3,800,000.00	Three Million Eight Hundred Thousand Dollars and No Cents	\$3,800,000.00
C-105-2	MAINTENANCE OF TRAFFIC (AIRFIELD)	LS	1	\$650,000.00	Six Hundred Fifty Thousand Dollars and No Cents	\$650,000.00
C-105-3	PROJECT SURVEY AND STAKEOUT	LS	1	\$700,000.00	Seven Hundred Thousand Dollars and No Cents	\$700,000.00
C-105-4	TEMPORARY CONSTRUCTION ITEMS	LS	1	\$200,000.00	Two Hundred Thousand Dollars and No Cents	\$200,000.00
C-105-5	CONTRACTOR PROLOG UTILIZATION	LS	1	\$40,000.00	Forty Thousand Dollars and No Cents	\$40,000.00
M-104-1	SAFETY AND SECURITY	LS	1	\$300,000.00	Three Hundred Thousand Dollars and No Cents	\$300,000.00
M-106-1	ENGINEER'S FIELD OFFICE	LS	1	\$75,000.00	Seventy Five Thousand Dollars and No Cents	\$75,000.00
1020-1	OWNER'S ALLOWANCE	AL	1	\$500,000.00	Five Hundred Thousand Dollars and No Cents	\$500,000.00
<b>DEMOLITION</b>						
P-101-5.1	REMOVAL OF TEMPORARY AND PERMANENT PAVEMENT MARKINGS	SF	100,000	\$2.00	Two Dollars and No Cents	\$200,000.00
P-101-5.2	BITUMINOUS PAVEMENT DEMOLITION & BASE REMOVAL, VARIABLE THICKNESS (ROADWAY)	SY	3,600	\$4.00	Four Dollars and No Cents	\$14,400.00
P-101-5.3	BITUMINOUS PAVEMENT DEMOLITION & BASE REMOVAL, VARIABLE THICKNESS (AIRFIELD)	SY	30,000	\$6.00	Six Dollars and No Cents	\$180,000.00
P-101-5.4	BITUMINOUS PAVEMENT MILLING (+/-2")	SY	3,500	\$3.00	Three Dollars and No Cents	\$10,500.00
P-101-5.5	PCC PAVEMENT DEMOLITION, FULL DEPTH, VARIABLE THICKNESS	SY	24,000	\$12.00	Twelve Dollars and No Cents	\$288,000.00
P-101-5.6	PCC SLOPED PAVEMENT REMOVAL	SY	1,100	\$12.00	Twelve Dollars and No Cents	\$13,200.00
P-101-5.7	REMOVE EXISTING RIPRAP	SY	400	\$15.00	Fifteen Dollars and No Cents	\$6,000.00
P-101-5.8	RCP REMOVAL (15" to 36")	LF	200	\$25.00	Twenty Five Dollars and No Cents	\$5,000.00
P-101-5.9	RCP REMOVAL (42" to 54")	LF	214	\$45.00	Forty Five Dollars and No Cents	\$9,630.00
P-101-5.10	MITERED END SECTION REMOVAL	EA	2	\$800.00	Eight Hundred Dollars and No Cents	\$1,600.00
P-101-5.11	INLET/MANHOLE REMOVAL	EA	5	\$450.00	Four Hundred Fifty Dollars and No Cents	\$2,250.00
P-101-5.12	TRIPLE 48" ENDWALL REMOVAL	EA	1	\$6,000.00	Six Thousand Dollars and No Cents	\$6,000.00
P-101-5.13	VALLEY GUTTER REMOVAL	LF	180	\$10.00	Ten Dollars and No Cents	\$1,800.00
<b>EARTHWORK</b>						
P-151-1	CLEARING AND GRUBBING	AC	0.60	\$450,000.00	Four Hundred Fifty Thousand Dollars and No Cents	\$270,000.00
P-152-4.1	UNCLASSIFIED EXCAVATION	CY	23,728	\$12.00	Twelve Dollars and No Cents	\$284,736.00
P-152-4.2	BORROW EXCAVATION OFF-SITE	CY	178,811	\$25.00	Twenty Five Dollars and No Cents	\$4,470,276.00
P-152-4.3	BORROW EXCAVATION ON-SITE	CY	5,000	\$12.00	Twelve Dollars and No Cents	\$60,000.00
P-152-4.4	MUCK EXCAVATION	CY	900	\$16.00	Sixteen Dollars and No Cents	\$14,400.00
P-152-4.5	UNSUITABLE EXCAVATION	CY	500	\$16.00	Sixteen Dollars and No Cents	\$8,000.00
<b>AIRFIELD PAVEMENT</b>						
P-211-5.1	LIME ROCK BASE COURSE (AIRFIELD - SHOULDER) 6" THICK	SY	40,000	\$12.00	Twelve Dollars and No Cents	\$480,000.00
P-212-5.1	SHELL BASE COURSE (UNDER BRIDGE) 6" THICK	SY	6,600	\$12.00	Twelve Dollars and No Cents	\$79,200.00
P-306-8.1	LEAN CONCRETE BASE COURSE (6")	SY	57,000	\$33.00	Thirty Three Dollars and No Cents	\$1,881,000.00
P-403-8.1	ASPHALT MIXTURE SURFACE COURSE (AIRFIELD SHOULDERS)	TN	9,100	\$110.00	One Hundred Ten Dollars and No Cents	\$1,001,000.00
P-501-8.1	PORTLAND CEMENT CONCRETE PAVEMENT, NON-REINFORCED (17" THICK)	SY	42,000	\$112.00	One Hundred Twelve Dollars and No Cents	\$4,704,000.00
P-501-8.2	PORTLAND CEMENT CONCRETE PAVEMENT, REINFORCED (17" THICK)	SY	11,000	\$130.00	One Hundred Thirty Dollars and No Cents	\$1,430,000.00

**BIDDER:** GLF Construction Corporation **DATE:** April 3, 2019 **BID SCHEDULE**  
**AIRPORT NAME:** Tampa International Airport **H.C.A.A** 8825 18  
**PROJECT**  
**DESCRIPTION:** New Taxiway A And Bridge

BID ITEM NO.	ITEM DESCRIPTION	UNITS	BID QUANTITY	UNIT PRICE (NUMBERS)	UNIT PRICE (WORDS)	TOTAL PRICE
P-501-8.3	PORTLAND CEMENT CONCRETE PAVEMENT, THICKENED EDGE, REINFORCED AND NON-REINFORCED (17" THICK)	SY	4,600	\$130.00	One Hundred Thirty Dollars and No Cents	\$598,000.00
P-608-8.1	EMULSIFIED ASPHALT SLURRY SEAL	SY	35,000	\$2.00	Two Dollars and No Cents	\$70,000.00

**BIDDER: GLF Construction Corporation**

**DATE: April 3, 2019**

**BID SCHEDULE**

**PROJECT DESCRIPTION:** New Taxiway A And Bridge

**DATE:** April 3, 2019

**H.C.A.A 8825 18**

**ON:** New Taxiway A And Bridge

BID ITEM NO.	ITEM DESCRIPTION	UNITS	BID QUANTITY	UNIT PRICE (NUMBERS)	UNIT PRICE (WORDS)	TOTAL PRICE
<b>PAVEMENT MARKINGS</b>						
P-620-5.1	RUNWAY AND TAXIWAY MARKING (YELLOW WITH GLASS BEADS)	SF	45,000	\$2.00	Two Dollars and No Cents	\$90,000.00
P-620-5.2	RUNWAY AND TAXIWAY MARKING (BLACK - NO BEADS)	SF	50,000	\$2.00	Two Dollars and No Cents	\$100,000.00
P-620-5.3	RUNWAY AND TAXIWAY PAINTING (SURFACE PAINTED HOLD SIGNS)	EA	12	\$3,500.00	Three Thousand Five Hundred Dollars and No Cents	\$42,000.00
<b>ROADWAY</b>						
102-1	MAINTENANCE OF TRAFFIC (ROADWAY)	LS	1	\$830,000.00	Eight Hundred Thirty Thousand Dollars and No Cents	\$830,000.00
160-4	TYPE B STABILIZATION (MIN. LBR 40) (12")	SY	7,600	\$6.00	Six Dollars and No Cents	\$45,600.00
285-710	OPTIONAL BASE GROUP 06 (LBR 100)	SY	7,600	\$12.00	Twelve Dollars and No Cents	\$91,200.00
327-70-12	MILLING EXISTING ASPHALT PAVEMENT (2" AVG. DEPTH)	SY	3,500	\$3.00	Three Dollars and No Cents	\$10,500.00
334-2-25	SUPERPAVE ASPH CONC. TRAFFIC B. (SP-9.5)	TN	1,500	\$110.00	One Hundred Ten Dollars and No Cents	\$165,000.00
334-2-25-A	SUPERPAVE ASPH CONC. TRAFFIC B. (SP-9.5) OVERBUILD	TN	200	\$110.00	One Hundred Ten Dollars and No Cents	\$22,000.00
520-5-4	TRAFFIC SEPARATOR CONCRETE-TYPE I, 8" TALL, 2' WIDE	LF	65	\$55.00	Fifty Five Dollars and No Cents	\$3,575.00
700-20	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	AS	16	\$500.00	Five Hundred Dollars and No Cents	\$8,000.00
706-3	RETRO-REFLECTIVE/RAISED PAVEMENT MARKERS	EA	231	\$20.00	Twenty Dollars and No Cents	\$4,620.00
710-11-101	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 6"	GM	1.15	\$1,500.00	One Thousand Five Hundred Dollars and No Cents	\$1,718.18
710-11-102	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 8"	GM	0.04	\$2,500.00	Two Thousand Five Hundred Dollars and No Cents	\$100.00
710-11-123	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 12"	LF	180	\$3.00	Three Dollars and No Cents	\$540.00
710-11-124	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, 18"	LF	252	\$4.50	Four Dollars and Fifty Cents	\$1,134.00
710-11-125	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 24"	LF	190	\$6.00	Six Dollars and No Cents	\$1,140.00
710-11-131	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SKIP, 10-30, 6"	GM	0.05	\$7,500.00	Seven Thousand Five Hundred Dollars and No Cents	\$375.00
710-11-141	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, 2-4 DOTTED GUIDELINE, 6"	GM	0.04	\$7,500.00	Seven Thousand Five Hundred Dollars and No Cents	\$300.00
710-11-160	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, MESSAGE	EA	6	\$550.00	Five Hundred Fifty Dollars and No Cents	\$3,300.00
710-11-170	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, ARROWS	EA	2	\$550.00	Five Hundred Fifty Dollars and No Cents	\$1,100.00
710-11-180	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, YIELD LINE	LF	44	\$10.00	Ten Dollars and No Cents	\$440.00
710-11-201	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID, 6"	GM	1.00	\$5,500.00	Five Thousand Five Hundred Dollars and No Cents	\$5,500.00
710-11-224	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID, 18"	LF	345	\$4.50	Four Dollars and Fifty Cents	\$1,552.50
710-11-231	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SKIP, 6"	GM	0.07	\$7,500.00	Seven Thousand Five Hundred Dollars and No Cents	\$525.00
710-11-290	TRAFFIC SEPARATOR	SF	130	\$3.00	Three Dollars and No Cents	\$390.00

**BIDDER: GLF Construction Corporation**

**BID SCHEDULE**

**DATE: April 3, 2019**

H.C.A.A 8825 18

**PROJECT DESCRIPTION:** Tampa International Airport  
New Taxiway A And Bridge

BID ITEM NO.	ITEM DESCRIPTION	UNITS	BID QUANTITY	UNIT PRICE (NUMBERS)	UNIT PRICE (WORDS)	TOTAL PRICE
<b>FENCING</b>						
F-162-5.1	7-FT GALVANIZED CHAIN LINK FENCE WITH 1-FT BARBED WIRE, INCLUDING ALL GROUNDING, FENCE SIGNAGE, NO. 57 STONE, SOIL STERILANT, AND ALL OTHER APPURTENANCES REQUIRED FOR A COMPLETE FENCE	LF	5,200	\$45.00	Forty Five Dollars and No Cents	\$234,000.00
F-162-5.2	SWING GATE (16 FT OPENING), INCLUDING ALL GROUNDING, GATE SIGNAGE, AND ALL OTHER APPURTENANCES REQUIRED FOR A COMPLETE GATE	EA	1	\$5,500.00	Five Thousand Five Hundred Dollars and No Cents	\$5,500.00
F-162-5.3	SWING GATE (24 FT OPENING), INCLUDING ALL GROUNDING, GATE SIGNAGE, AND ALL OTHER APPURTENANCES REQUIRED FOR A COMPLETE GATE	EA	3	\$6,000.00	Six Thousand Dollars and No Cents	\$18,000.00
F-162-5.4	SWING GATE (28 FT OPENING), INCLUDING ALL GROUNDING, GATE SIGNAGE, AND ALL OTHER APPURTENANCES REQUIRED FOR A COMPLETE GATE	EA	2	\$6,500.00	Six Thousand Five Hundred Dollars and No Cents	\$13,000.00
F-162-5.5	ELECTRONIC GATE, DUAL LEAF, 15 FT CLEAR OPENINGS, INCLUDING GATE OPERATORS, BOLLARDS, ALL GROUNDING, GATE SIGNAGE, AND ALL OTHER APPURTENANCES REQUIRED FOR A COMPLETE GATE	EA	2	\$50,000.00	Fifty Thousand Dollars and No Cents	\$100,000.00
<b>DRAINAGE/SOD</b>						
D-701-5.1	15" RCP, Class III	LF	344	\$110.00	One Hundred Ten Dollars and No Cents	\$37,840.00
D-701-5.2	18" RCP, Class III	LF	464	\$110.00	One Hundred Ten Dollars and No Cents	\$51,040.00
D-701-5.3	30" RCP, CLASS III	LF	72	\$150.00	One Hundred Fifty Dollars and No Cents	\$10,800.00
D-701-5.4	30" RCP, CLASS V	LF	264	\$175.00	One Hundred Seventy Five Dollars and No Cents	\$46,200.00
D-701-5.5	36" RCP, CLASS III	LF	292	\$200.00	Two Hundred Dollars and No Cents	\$58,400.00
D-701-5.6	54" RCP, CLASS V	LF	1,128	\$450.00	Four Hundred Fifty Dollars and No Cents	\$507,600.00
D-705-5.1	UNDERDRAIN, (6" PERFORATED)	LF	7,500	\$20.00	Twenty Dollars and No Cents	\$150,000.00
D-705-5.2	UNDERDRAIN, (6" NON-PERFORATED)	LF	1,200	\$30.00	Thirty Dollars and No Cents	\$36,000.00
D-705-5.3	ELECTRICAL STRUCTURE DRAIN (4" NON-PERFORATED)	LF	1,200	\$20.00	Twenty Dollars and No Cents	\$24,000.00
D-705-5.4	INSTALL UNDERDRAIN CLEANOUT OR INSPECTION PORT	EA	50	\$1,500.00	One Thousand Five Hundred Dollars and No Cents	\$75,000.00
D-751-5.1	AIRCRAFT RATED MANHOLE FOR TRIPLE 54" RCP	EA	1	\$125,000.00	One Hundred Twenty Five Thousand Dollars and No Cents	\$125,000.00
D-751-5.2	AIRCRAFT RATED MANHOLE	EA	1	\$25,000.00	Twenty Five Thousand Dollars and No Cents	\$25,000.00
D-751-5.3	AIRCRAFT RATED INLET	EA	1	\$25,000.00	Twenty Five Thousand Dollars and No Cents	\$25,000.00
D-751-5.4	VALLEY INLET (TYPE J)	EA	2	\$7,500.00	Seven Thousand Five Hundred Dollars and No Cents	\$15,000.00
D-751-5.5	FOOT INLET (TYPE F)	EA	9	\$5,000.00	Five Thousand Dollars and No Cents	\$45,000.00
D-752-5.1	HEADWALL TRIPLE 54"	EA	1	\$90,000.00	Thirty Thousand Dollars and No Cents	\$90,000.00
D-752-5.2	MITERED END SECTION 30" ROUND	EA	2	\$7,500.00	Seven Thousand Five Hundred Dollars and No Cents	\$15,000.00
D-752-5.3	MITERED END SECTION 36" ROUND	EA	1	\$1,500.00	One Thousand Five Hundred Dollars and No Cents	\$1,500.00
D-752-5.4	UNDERDRAIN OUTFALL STRUCTURE	EA	1	\$50,000.00	Fifty Thousand Dollars and No Cents	\$50,000.00
D-752-5.5	EXISTING STRUCTURE MODIFICATION (XS-B4)	EA	1	\$50,000.00	Fifty Thousand Dollars and No Cents	\$50,000.00
D-752-5.6	EXISTING STRUCTURE MODIFICATION (XS-B5)	EA	1	\$50,000.00	Fifty Thousand Dollars and No Cents	\$50,000.00
D-752-5.7	EXISTING STRUCTURE MODIFICATION (XS-B33)	EA	1	\$55,000.00	Fifty Five Thousand Dollars and No Cents	\$55,000.00
D-752-5.8	NEW 18" RCP CONNECTION TO EXISTING BOX CULVERT	EA	1	\$5,000.00	Five Thousand Dollars and No Cents	\$5,000.00
D-752-5.9	CONTROL STRUCTURE WEIR MODIFICATIONS	EA	2	\$4,500.00	Four Thousand Five Hundred Dollars and No Cents	\$9,000.00
D-753-5.1	6" THICK FABRIC FORM MAT	SY	750	\$55.00	Fifty Five Dollars and No Cents	\$41,250.00
D-754-5.1	CONCRETE VALLEY GUTTER	LF	1,400	\$20.00	Twenty Dollars and No Cents	\$28,000.00
D-754-5.2	CONCRETE SLOPE PAVEMENT	SF	320	\$10.00	Ten Dollars and No Cents	\$3,200.00
T-904-5.1	SODDING	SY	160,000	\$2.80	Two Dollars and Eighty Cents	\$448,000.00



BIDDER: **GLF Construction Corporation** DATE: **April 3, 2019** BID SCHEDULE  
 AIRPORT NAME: **Tampa International Airport** H.C.A.A 8825 18  
 PROJECT DESCRIPTION: **New Taxiway A And Bridge**

BID ITEM NO.	ITEM DESCRIPTION	UNITS	BID QUANTITY	UNIT PRICE (NUMBERS)	UNIT PRICE (WORDS)	TOTAL PRICE
<b>AIRFIELD ELECTRICAL</b>						
L-105-1	REMOVE EXISTING GUIDANCE SIGN AND BASE	EA	82	\$200.00	Two Hundred Dollars and No Cents	\$16,400.00
L-105-2	REMOVE EXISTING ELEVATED TAXIWAY EDGE LIGHT AND BASE	EA	130	\$100.00	One Hundred Dollars and No Cents	\$13,000.00
L-105-3	INTRUSION DETECTION SYSTEM REMOVAL	LS	1	\$10,000.00	Ten Thousand Dollars and No Cents	\$10,000.00
L-105-4	AIRFIELD ELECTRICAL DEMOLITION	LS	1	\$25,000.00	Twenty Five Thousand Dollars and No Cents	\$25,000.00
L-105-5	TEMPORARY AIRFIELD ELECTRICAL	LS	1	\$50,000.00	Fifty Thousand Dollars and No Cents	\$50,000.00
L-108-5.1	1/2" L-824C UNDERGROUND CABLE, NO. 8 AWG, 5KV (IN CONDUIT OR DUCT BANK)	LF	70,000	\$2.00	Two Dollars and No Cents	\$140,000.00
L-108-5.2	1/2" NO. 6 AWG. SOLID, BARE COUNTERPOISE WIRE, INSTALLED IN TRENCH, ABOVE THE DUCT BANK OR CONDUIT, INCLUDING GROUND RODS AND CONNECTORS	LF	40,000	\$2.00	Two Dollars and No Cents	\$80,000.00
L-109-7.1	L-829 CLASS 1, STYLE 1, FERRORESONANT CONSTANT CURRENT REGULATOR, WITH S-1 CUTOUT, 2.9KW	EA	1	\$20,000.00	Twenty Thousand Dollars and No Cents	\$20,000.00
L-109-7.2	L-829 CLASS 1, STYLE 1, FERRORESONANT CONSTANT CURRENT REGULATOR, WITH S-1 CUTOUT, 4KW	EA	1	\$20,000.00	Twenty Thousand Dollars and No Cents	\$20,000.00
L-109-7.3	EAST AIRFIELD LIGHTING VAULT MODIFICATIONS	LS	1	\$25,000.00	Twenty Five Thousand Dollars and No Cents	\$25,000.00
L-109-7.4	ALCS COORDINATION WITH VENDOR	LS	1	\$5,000.00	Five Thousand Dollars and No Cents	\$5,000.00
L-110-5.1	1 WAY, 2-INCH, SCH. 40, PVC CONDUIT, CONCRETE-ENCASED	LF	18,000	\$24.00	Twenty Four Dollars and No Cents	\$432,000.00
L-110-5.2	1 WAY, 2-INCH, SCH. 40, PVC CONDUIT, NON-CONCRETE-ENCASED	LF	7,000	\$8.00	Eight Dollars and No Cents	\$56,000.00
L-110-5.3	2 WAY, 4-INCH, SCH. 40, PVC CONDUIT, NON-CONCRETE-ENCASED	LF	4,000	\$16.00	Sixteen Dollars and No Cents	\$64,000.00
L-110-5.4	4 WAY, 4-INCH, CONCRETE-ENCASED DUCTBANK	LF	1,850	\$80.00	Eighty Dollars and No Cents	\$148,000.00
L-115-5.1	NEW ELECTRICAL HANDHOLES	EA	10	\$20,000.00	Twenty Thousand Dollars and No Cents	\$200,000.00
L-115-5.2	L-867D ELECTRICAL JUNCTION CAN	EA	20	\$600.00	Six Hundred Dollars and No Cents	\$12,000.00
L-115-5.3	ADJUST EXISTING ELECTRIC HANDHOLES	EA	6	\$600.00	Six Hundred Dollars and No Cents	\$3,600.00
L-115-5.4	ADJUST EXISTING FAA HANDHOLES	EA	12	\$1,200.00	One Thousand Two Hundred Dollars and No Cents	\$14,400.00
L-115-5.5	ADJUST EXISTING ELECTRIC MANHOLES	EA	2	\$4,000.00	Four Thousand Dollars and No Cents	\$8,000.00
L-119-5.1	NEW L-810 (L) OBSTRUCTION LIGHT MOUNTED ON NEW BRIDGE PARAPET	EA	6	\$1,500.00	One Thousand Five Hundred Dollars and No Cents	\$9,000.00
L-125-5.1	NEW MEDIUM INTENSITY, BASE-MOUNTED, ELEVATED TAXIWAY EDGE LIGHT, L-861T, IN NEW ASPHALT PAVEMENT	EA	165	\$2,000.00	Two Thousand Dollars and No Cents	\$330,000.00
L-125-5.2	NEW MEDIUM INTENSITY, BASE-MOUNTED, ELEVATED TAXIWAY EDGE LIGHT, L-861T, IN EXISTING ASPHALT PAVEMENT	EA	2	\$2,000.00	Two Thousand Dollars and No Cents	\$4,000.00
L-125-5.3	NEW MEDIUM INTENSITY, BASE-MOUNTED, ELEVATED TAXIWAY EDGE LIGHT, L-861T, IN NEW BRIDGE	EA	2	\$2,000.00	Two Thousand Dollars and No Cents	\$4,000.00
L-125-5.4	NEW L-868B LIGHT BASE CAN WITH 3/4 STEEL COVER FOR FUTURE L-862 C/D TAXIWAY CENTERLINE LIGHT	EA	120	\$2,000.00	Two Thousand Dollars and No Cents	\$240,000.00
L-125-5.5	L-858(L) SIGN - SINGLE/DOUBLE FACE, LED, SIZE 3' - 2' MODULE, INCLUDING NEW CONCRETE SIGN BASE, INSTALLED IN TURF OR ASPHALT	EA	18	\$5,500.00	Five Thousand Five Hundred Dollars and No Cents	\$99,000.00
L-125-5.6	L-858(L) SIGN - SINGLE/DOUBLE FACE, LED, SIZE 3' - 3' MODULE, INCLUDING NEW CONCRETE SIGN BASE, INSTALLED IN TURF OR ASPHALT	EA	65	\$8,000.00	Eight Thousand Dollars and No Cents	\$520,000.00
L-125-5.7	L-858(L) SIGN - SINGLE/DOUBLE FACE, LED, SIZE 3' - 4' MODULE, INCLUDING NEW CONCRETE SIGN BASE, INSTALLED IN TURF OR ASPHALT	EA	15	\$8,500.00	Eight Thousand Five Hundred Dollars and No Cents	\$127,500.00

**BIDDER:** GLF Construction Corporation

**PROJECT DESCRIPTION:** Tampa International Airport

**ON:** New Taxiway A And Bridge

**DATE:** April 3, 2019

**BID SCHEDULE**

H.C.A.A 8625 18

BID ITEM NO.	ITEM DESCRIPTION	UNITS	BID QUANTITY	UNIT PRICE (NUMBERS)	UNIT PRICE (WORDS)	TOTAL PRICE
L-125-5.8	CONSTRUCTION ASSOCIATED WITH AIRFIELD SIGNAGE REPLACEMENT PHASES, INCLUDING DEMOLITION OF CONDUIT, COUNTERPOISE, AND CONDUCTOR, CONSTRUCTION OF NEW CONDUIT, COUNTERPOISE AND CONDUCTOR, EXCAVATION, EMBANKMENT, SODDING, SUBGRADE, BASE COURSE, ASPHALT SURFACE, AND ANY OTHER INCIDENTALS REQUIRED TO COMPLETELY RESTORE AREAS IMPACTED BY SIGNAGE CONSTRUCTION	LS	1	\$10,000.00	Ten Thousand Dollars and No Cents	\$10,000.00
L-125-5.9	REMOVE AND STORE EXISTING SIGN AND REINSTALL EXISTING SIGN ON EXISTING OR NEW SIGN PAD	EA	16	\$750.00	Seven Hundred Fifty Dollars and No Cents	\$12,000.00
L-125-5.10	REMOVE EXISTING SIGN PANEL AND INSTALL NEW SIGN PANEL IN EXISTING SIGN	EA	41	\$750.00	Seven Hundred Fifty Dollars and No Cents	\$30,750.00
L-125-5.11	NEW CONCRETE SIGN PAD ONLY (SEE SIGN SCHEDULE)	EA	12	\$1,250.00	One Thousand Two Hundred Fifty Dollars and No Cents	\$15,000.00
L-125-5.12	NEW ISOLATION TRANSFORMER WITH CONNECTOR KIT IN EXISTING EDGE LIGHT	EA	25	\$1,250.00	One Thousand Two Hundred Fifty Dollars and No Cents	\$31,250.00
L-125-5.13	FIELD LIGHTING ARRESTOR	EA	17	\$550.00	Five Hundred Fifty Dollars and No Cents	\$9,350.00
L-125-5.14	REMOVE EXISTING TAXIWAY FIXTURE AND TRANSFORMER AND REPLACE WITH STEEL COVER	EA	2	\$250.00	Two Hundred Fifty Dollars and No Cents	\$500.00
<b>UTILITIES</b>						
1000-1	CONTRACTOR COORDINATION WITH UTILITIES	LS	1	\$25,000.00	Twenty Five Thousand Dollars and No Cents	\$25,000.00
1000-2	UTILITY DEMOLITION	LS	1	\$220,000.00	Two Hundred Twenty Thousand Dollars and No Cents	\$220,000.00
1000-5	REMOVE EXISTING SANITARY SEWER FORCE MAIN	LS	1	\$10,000.00	Ten Thousand Dollars and No Cents	\$10,000.00
1060-15	RAISE EXISTING SANITARY SEWER SEPTIC TANK CLEANOUT ACCESS	LS	1	\$10,000.00	Ten Thousand Dollars and No Cents	\$10,000.00
1060-16	REMOVE ABANDONED SANITARY SEWER SEPTIC TANK AND DRAINFIELD (BRAVO)	LS	1	\$10,000.00	Ten Thousand Dollars and No Cents	\$10,000.00
1050-42-201	1-1/4" IPS DR11 HDPE SANITARY FORCE MAIN INCLUDING ALL FITTINGS AND BENDS	LF	320	\$40.00	Forty Dollars and No Cents	\$12,800.00
1050-42-202	1-1/4" IPS DR11 HDPE SANITARY FORCE MAIN INCLUDING ALL FITTINGS AND BENDS (INSTALLED VIA HDD)	LF	140	\$40.00	Forty Dollars and No Cents	\$5,600.00
1050-51-206	6" DIP CLASS 350 WATER MAIN	LF	40	\$175.00	One Hundred Seventy Five Dollars and No Cents	\$7,000.00
1060-15-122	ADJUST HCAA/FRONTIER VAULT TO FINISHED GRADE	EA	4	\$2,500.00	Two Thousand Five Hundred Dollars and No Cents	\$10,000.00
1080-21-512	ADJUST WATER VALVE AND BOX TO PAVEMENT FINISHED GRADE	EA	1	\$1,250.00	One Thousand Two Hundred Fifty Dollars and No Cents	\$1,250.00
1080-23-112	12" X 6" TAPPING SLEEVE AND VALVE W/ BOX	EA	1	\$5,500.00	Five Thousand Five Hundred Dollars and No Cents	\$5,500.00
1644-126-08	FIRE HYDRANT ASSEMBLY W/ 6" GATE VALVE AND BOX	EA	1	\$7,500.00	Seven Thousand Five Hundred Dollars and No Cents	\$7,500.00
1644-800	FIRE HYDRANT, RELOCATE	EA	1	\$3,500.00	Three Thousand Five Hundred Dollars and No Cents	\$3,500.00
<b>ELECTRICAL</b>						
27 10 00-1	1W2" SCH. 40 PVC FIBER OPTIC DUCT	LF	220	\$20.00	Twenty Dollars and No Cents	\$4,400.00
27 10 00-2	2W2" SCH. 40 ELECTRICAL DUCT	LF	1,250	\$30.00	Thirty Dollars and No Cents	\$37,500.00
27 10 00-3	FIBER OPTIC PULL BOXES	EA	6	\$2,500.00	Two Thousand Five Hundred Dollars and No Cents	\$15,000.00
27 10 00-4	24-STRAND SINGLE MODE FIBER OPTIC CABLE	LF	350	\$3.00	Five Dollars and No Cents	\$1,750.00
27 10 00-5	12-STRAND SINGLE MODE FIBER OPTIC CABLE	LF	1,600	\$5.00	Five Dollars and No Cents	\$8,000.00
28 13 00-1	ACCESS CONTROL EQUIPMENT, SOFTWARE, PROGRAMMING, AND WIRING AT NEW OR EXISTING ELECTRONIC GATE LOCATIONS	LS	1	\$55,000.00	Fifty Five Thousand Dollars and No Cents	\$55,000.00
28 20 00-1	NEW FIXED OUTDOOR RATED IP POE CAMERA, 1280X1080 RESOLUTION	EA	6	\$12,000.00	Twelve Thousand Dollars and No Cents	\$72,000.00
28 20 00-2	NEW OUTDOOR RATED IP POE PTZ CAMERA, 1920X1080 RESOLUTION	EA	2	\$25,000.00	Twenty Five Thousand Dollars and No Cents	\$50,000.00
28 20 00-3	CAMERA POLE	EA	3	\$5,500.00	Five Thousand Five Hundred Dollars and No Cents	\$16,500.00
630-2-111	1" CONDUIT, FURNISH & INSTALL, OPEN TRENCH	LF	1,474	\$20.00	Twenty Dollars and No Cents	\$29,480.00
630-2-112	1-1/4" CONDUIT, FURNISH & INSTALL, OPEN TRENCH	LF	25	\$6.00	Six Dollars and No Cents	\$150.00
630-2-112	2" CONDUIT, FURNISH & INSTALL, OPEN TRENCH	LF	900	\$6.00	Six Dollars and No Cents	\$5,400.00

**BID SCHEDULE**

BIDDER: **GLF Construction Corporation** DATE: **April 3, 2019**

AIRPORT NAME: **Tampa International Airport** H.C.A.A 8825 18

PROJECT DESCRIPTION: **New Taxiway A And Bridge**

BID ITEM NO.	ITEM DESCRIPTION	UNITS	BID QUANTITY	UNIT PRICE (NUMBERS)	UNIT PRICE (WORDS)	TOTAL PRICE
630-2-1175	3/4" CONDUIT, FURNISH & INSTALL, OPEN TRENCH	LF	500	\$5.00	Five Dollars and No Cents	\$2,500.00
630-2-14125	1-1/4" CONDUIT, FURNISH & INSTALL, ABOVEGROUND	LF	10	\$50.00	Fifty Dollars and No Cents	\$500.00
630-2-142	2" CONDUIT, FURNISH & INSTALL, ABOVEGROUND	LF	10	\$50.00	Fifty Dollars and No Cents	\$500.00

**BIDDER: GLF Construction Corporation**

DATE: **April 3, 2019**

BID SCHEDULE

PROJECT NAME: Tampa International Airport

H.C.A.A 8625 18

DESCRIPTION:

ON: New Taxiway A And Bridge

BID ITEM NO.	ITEM DESCRIPTION	UNITS	BID QUANTITY	UNIT PRICE (NUMBERS)	UNIT PRICE (WORDS)	TOTAL PRICE
630-2-15	3/4" CONDUIT, FURNISH & INSTALL, BRIDGE MOUNT	LF	2,000	\$18.00	Eighteen Dollars and No Cents	\$36,000.00
630-2-30	1" CONDUIT, FURNISH & INSTALL, EMBEDDED IN CONCRETE BARRIER WALL	LF	1,000	\$20.00	Twenty Dollars and No Cents	\$20,000.00
635-2-14	PULL & SPLICE BOX, FURNISH & INSTALL, 36" X 36" COVER SIZE	EA	15	\$12,000.00	Twelve Thousand Dollars and No Cents	\$180,000.00
635-3-12	JUNCTION BOX, FURNISH & INSTALL, MOUNTED	EA	28	\$1,000.00	One Thousand Dollars and No Cents	\$28,000.00
639-6-3	ELECTRICAL POWER - TRANSFORMER, 15 KVA, THREE-PHASE 480 V PRIM. : 120/208 V SECO.	EA	1	\$3,000.00	Three Thousand Dollars and No Cents	\$3,000.00
639-6-4	ELECTRICAL POWER - TRANSFORMER, 1.5 KVA, SINGLE-PHASE 480 V PRIM. : 120/240 V SECO.	EA	1	\$2,000.00	Two Thousand Dollars and No Cents	\$2,000.00
639-6-5	ELECTRICAL POWER - TRANSFORMER, 1.5 KVA, SINGLE-PHASE 277 V PRIM. : 120/240 V SECO.	EA	1	\$2,200.00	Two Thousand Two Hundred Dollars and No Cents	\$2,200.00
715-1-11	LIGHTING CONDUCTORS, F&I, INSULATED, NO. 10 OR LESS	LF	3,720	\$2.00	Two Dollars and No Cents	\$7,440.00
715-1-11-115	LUMINAIRE 'G', FURNISH & INSTALL, TEMPORARY ROADWAY CONSTRUCTION, WALL MOUNT	EA	1	\$7,000.00	Seven Thousand Dollars and No Cents	\$7,000.00
715-1-11-142	LUMINAIRE 'C2', FURNISH & INSTALL, UNDER DECK, SURFACE MOUNT	EA	5	\$7,000.00	Seven Thousand Dollars and No Cents	\$35,000.00
715-1-11-143	LUMINAIRE 'C3', FURNISH & INSTALL, UNDER DECK,	EA	4	\$7,000.00	Seven Thousand Dollars and No Cents	\$28,000.00
715-1-11-144	LUMINAIRE 'C4', FURNISH & INSTALL, UNDER DECK, SURFACE MOUNT	EA	2	\$7,000.00	Seven Thousand Dollars and No Cents	\$14,000.00
715-1-11-145	LUMINAIRE 'C4N', FURNISH & INSTALL, UNDER DECK, SURFACE MOUNT	EA	3	\$1,250.00	One Thousand Two Hundred Fifty Dollars and No Cents	\$3,750.00
715-1-121	LIGHTING CONDUCTORS, F&I, INSULATED, NO 8	LF	13,500	\$2.00	Two Dollars and No Cents	\$27,000.00
715-1-122	LIGHTING CONDUCTORS, F&I, INSULATED, NO 6	LF	1,200	\$2.00	Two Dollars and No Cents	\$2,400.00
715-1-131	LIGHTING CONDUCTORS, F&I, INSULATED, NO 4	LF	125	\$2.00	Two Dollars and No Cents	\$250.00
715-1-132	LIGHTING CONDUCTORS, F&I, INSULATED, NO 2	LF	3,000	\$2.00	Two Dollars and No Cents	\$6,000.00
715-11-400	LUMINAIRE, RELOCATE	EA	2	\$1,500.00	One Thousand Five Hundred Dollars and No Cents	\$3,000.00
715-22-1	GROUND ROD	EA	2	\$250.00	Two Hundred Fifty Dollars and No Cents	\$500.00
715-511-320	LUMINAIRE 'G', LIGHT POLE COMPLETE - SPECIAL DESIGN, FURNISH & INSTALL, SINGLE ARM MOUNT, CONCRETE, 20' LENGTH, 15' MOUNTING HEIGHT, WITH PULL BOX	EA	2	\$10,000.00	Ten Thousand Dollars and No Cents	\$20,000.00
715-7-12	PANELBOARD, FURNISH & INSTALL, WITH UNISTRUT RACK, CONCRETE POSTS, AND CONCRETE SLAB	EA	2	\$5,500.00	Five Thousand Five Hundred Dollars and No Cents	\$11,000.00
715-7-17	LIGHTING CONTROL CABINET, PHOTOCELL, CONTACTOR(S), AND H-O-A SWITCH	LS	1	\$5,500.00	Five Thousand Five Hundred Dollars and No Cents	\$5,500.00
715-7-21	DEMO EXISTING DISCONNECT, REWORK, FURNISH AND INSTALL PANELBOARD	EA	1	\$1,250.00	One Thousand Two Hundred Fifty Dollars and No Cents	\$1,250.00

# GLF Construction Corporation

BIDDER: GLF Construction Corporation  
 AIRPORT NAME: Tampa International Airport  
 PROJECT DESCRIPTION: New Taxiway A And Bridge  
 ON:

DATE: April 3, 2019  
 H.C.A.A 8825 18

## BID SCHEDULE

BID ITEM NO.	ITEM DESCRIPTION	UNITS	BID QUANTITY	UNIT PRICE (NUMBERS)	UNIT PRICE (WORDS)	TOTAL PRICE
<b>STRUCTURAL</b>						
400-2-4	CONCRETE CLASS II, BRIDGE SUPERSTRUCTURE	CY	90	\$1,000.00	One Thousand Dollars and No Cents	\$90,000.00
400-2-10	CONCRETE CLASS II, APPROACH SLABS	CY	864	\$400.00	Four Hundred Dollars and No Cents	\$341,600.00
415-1-9	REINFORCING STEEL - APPROACH SLABS	LB	162,469	\$1.00	One Dollar and No Cents	\$162,469.00
400-8-X	CONCRETE CLASS V, SUPERSTRUCTURE	CY	4,747	\$850.00	Eight Hundred Fifty Dollars and No Cents	\$4,034,950.00
415-1-4	REINFORCING STEEL - SUPERSTRUCTURE	LB	1,006,765	\$1.00	One Dollar and No Cents	\$1,006,765.00
462-2-11	POST TENSIONING TENDONS, SUPSTR STRAND W/ GROUT	LB	362,454	\$4.00	Four Dollars and No Cents	\$1,449,816.00
400-4-5	CONCRETE CLASS IV, SUBSTRUCTURE	CY	2,043	\$800.00	Eight Hundred Dollars and No Cents	\$1,634,400.00
415-1-5	REINFORCING STEEL- SUBSTRUCTURE	LB	352,422	\$1.00	One Dollar and No Cents	\$352,422.00
400-9	BRIDGE DECK GROOVING AND PLANING	SY	6,211	\$12.00	Twelve Dollars and No Cents	\$74,532.00
400-147	COMPOSITE NEOPRENE PADS	CF	58	\$500.00	Five Hundred Dollars and No Cents	\$29,000.00
413-151	METHACRYLATE MONOMER	GA	567	\$50.00	Fifty Dollars and No Cents	\$28,350.00
413-154	CLEANING AND SEALING CONCRETE SURFACE	SF	56,637	\$2.00	Two Dollars and No Cents	\$113,274.00
455-88-5	DRILLED SHAFT, 48" DIA	LF	3,475	\$350.00	Three Hundred Fifty Dollars and No Cents	\$1,216,250.00
455-111	PILOT HOLE - DRILLED SHAFT EXCAVATION	LF	4,350	\$100.00	One Hundred Dollars and No Cents	\$435,000.00
455-122-5	UNCLASSIFIED SHAFT EXCAVATION, 48" DIA	LF	3,774	\$200.00	Two Hundred Dollars and No Cents	\$754,800.00
455-147-1	THERMAL INTEGRITY TESTING, UP TO 4" SHAFT DIAMETER	EA	10	\$2,500.00	Two Thousand Five Hundred Dollars and No Cents	\$25,000.00
458-1-11	BRIDGE DECK EXPANSION JOINT, NEW CONSTRUCTION, F&I	LF	773	\$100.00	One Hundred Dollars and No Cents	\$77,300.00
548-12	RETAINING WALL SYSTEM, PERMANENT, EXCLUDE BARRIER	SF	16,042	\$40.00	Forty Dollars and No Cents	\$641,680.00
455-133-2	SHEET PILING STEEL, TEMPORARY-CRITICAL	SF	2,157	\$120.00	One Hundred Twenty Dollars and No Cents	\$258,840.00

Disclaimer: The Authority is providing the Bid Schedule in an Excel format for the Bidder to facilitate completing their Bid. It will be the Bidder's responsibility to ensure that the total bid amount is correct and not to rely on the accuracy of the Excel spreadsheet.

TOTAL BASE BID SCHEDULE (NUMBERS)

\$43,678,938.68

TOTAL BASE BID SCHEDULE (WORDS)

Forty Three Million Six Hundred Seventy Eight Thousand Nine Hundred Thirty Eight Dollars and Sixty Eight Cents

BID SCHEDULE

BIDDER: GLF Construction Corporation      DATE: April 3, 2019  
 AIRPORT NAME: Tampa International Airport      H.C.A.A #825 78  
 PROJECT DESCRIPTION: New Taxiway A And Bridge

BID ITEM NO.	ITEM DESCRIPTION	UNITS	BID QUANTITY	UNIT PRICE (NUMBERS)	UNIT PRICE (WORDS)	TOTAL PRICE
	NAME OF BIDDER:				GLF Construction Corporation	
	SIGNATURE OF BIDDER: (SAME AS BID FORM) TITLE:				<i>Francesco Senis</i> Francesco Senis, President & CEO	
	DATE:				April 3, 2019	

SECTION 00350 - BID AFFIDAVIT

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

STATE OF Florida

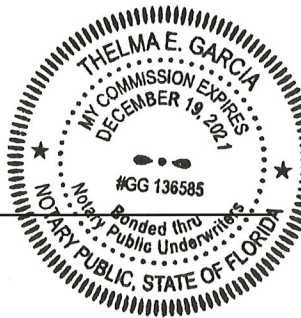
COUNTY OF Miami-Dade

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

Signed By: Francesco Senis  
Francesco Senis, President & CEO

Subscribed and sworn to before me this 3rd day of April, 2019.

My Commission Expires:



By: Thelma E. Garcia  
Notary Public (Signature)

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

END OF SECTION



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

KNOW ALL MEN BY THESE PRESENTS: That the undersigned GLF Construction Corporation

as Principal, and Fidelity and Deposit Company of Maryland

as Surety, are held and firmly bound unto the Hillsborough County Aviation Authority in the sum of 5% of the bid amount shown on 00340 – BID SCHEDULE for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

THE CONDITION OF THIS OBLIGATION is such that if Principal:

1. Does not withdraw the attached Bid Amount shown on 00340 – BID SCHEDULE for the Authority Project No. 8825 18 entitled New Taxiway A and Bridge at Tampa International Airport for a period of 85 calendar days (or 115 calendar days if federal funds are applicable) after the date on which the Bids are opened; and

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

Signed this 28th day of March, 2019.

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 AUTHORITY TO BIND THE CORPORATION

(Affix Contractor's Corporate Seal)

GLF Construction Corporation  
Name of Contractor



By: Francesco Senis  
(Signature)

Type Name and Title Below:

Francesco Senis, President

Address: 1428 Brickell Avenue  
Suite 700  
Miami, FL 33131  
Telephone Number 305-371-5228 Fax Number \_\_\_\_\_

(Affix Surety's Corporate Seal)

Fidelity and Deposit Company of Maryland  
Name of Surety

By: Claudette Alexander Hunt  
Attorney in Fact for Surety (Signature)

By: Claudette Alexander Hunt  
Florida Licensed Agent (Signature)

Type name of Attorney in Fact: Claudette Alexander Hunt

Type name of Fla. Licensed Agent: Claudette Alexander Hunt

Attorney in Fact Address: \_\_\_\_\_  
1001 Brickell Bay Drive, Suite 1100  
Miami, FL 33131

License Number: P134371  
Agent Address: 1001 Brickell Bay Drive  
Suite 1100  
Miami, FL 33131

Telephone Number 305-961-6075 Fax Number 305-372-9833

Telephone Number 305-961-6075 Fax Number 305-372-9833



SECTION 00400 2-SURETY BOND AFFIDAVIT

STATE OF Florida  
COUNTY OF Miami-Dade

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED Claudette Alexander Hunt, WHO, BEING DULY SWORN, DEPOSES AND SAYS THAT THEY ARE A DULY AUTHORIZED FLORIDA LICENSED INSURANCE AGENT, PROPERLY LICENSED UNDER THE LAWS OF THE STATE OF Florida, TO REPRESENT Fidelity and Deposit Company of Maryland OF Schaumburg, Illinois, A COMPANY AUTHORIZED TO MAKE CORPORATE SURETY BONDS UNDER THE LAWS OF THE STATE OF Maryland (THE "SURETY").

SAID Claudette Alexander Hunt FURTHER CERTIFIES THAT AS AGENT FOR THE SAID Fidelity and Deposit Company of Maryland THEY HAVE SIGNED THE ATTACHED BOND AS A LICENSED AGENT, IN THE SUM OF 5% OF THE BID AMOUNT SHOWN ON 00340-BID SCHEDULE, ON BEHALF OF GLF Construction Corporation TO THE **HILLSBOROUGH COUNTY AVIATION AUTHORITY COVERING PROJECT NO. 8825 18, NEW TAXIWAY A AND BRIDGE at TAMPA INTERNATIONAL AIRPORT, TAMPA, FLORIDA.**

**SIGNED:**  
By: Claudette Alexander Hunt  
Florida Licensed Insurance Agent (Signature)  
Claudette Alexander Hunt, Agent and Attorney-in-Fact  
1001 Brickell Bay Drive, Suite 1100, Miami, FL 33131  
Address Of Agent

305-961-6075  
Phone Number  
305-372-9833  
Fax Number

1299 Zurich Way, Schamburg, IL 60196-1056  
Address Of Bond Company

847-605-6000  
Phone Number  
  
Fax Number

**SURETY:**  
By: Claudette Alexander Hunt  
Attorney-In-Fact (Signature)  
Claudette Alexander Hunt, Agent and Attorney-in-Fact  
Acknowledgment For  
Attorney-In-Fact

Sworn To And Subscribed  
Before Me This 28th Day  
Of March, 2019.

By: Camille M. Cruz  
(Signature of Notary Public)

NOTARY PUBLIC  
STATE OF Florida  
MY COMMISSION EXPIRES: 08/05/2021



END OF SECTION

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **MICHAEL BOND, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Claudette Alexander HUNT, Jacqueline Jordan HAMPTON and Camille M. CRUZ, all of Miami, Florida, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

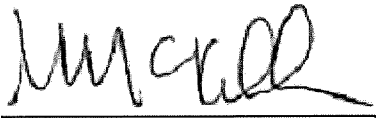
The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 1st day of March, A.D. 2017.

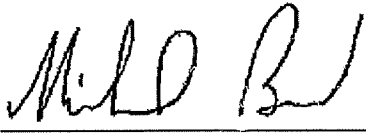
**ATTEST:**

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: 

*Secretary  
Michael McKibben*



*Vice President  
Michael Bond*

State of Maryland  
County of Baltimore

On this 1st day of March, A.D. 2017, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **MICHAEL BOND, Vice President, and MICHAEL MCKIBBEN, Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.





Constance A. Dunn, Notary Public  
My Commission Expires: July 9, 2019

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)	Units of Measure	Quantity	Unit Cost	Extended Cost
1. TRENCH SAFETY BOX	LF	1,972	\$1.00	\$1,972.00
2. MH SAFETY BOX	EA	2	\$16,000.00	\$32,000.00
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).

By: GLF Construction Corporation  
 (Name of Bidder)  
Francesco Senis  
 (Signature\*)  
 Title: Francesco Senis, President & CEO  
 Date: April 3, 2019

\* Must be same signature on Bid Form.

END OF SECTION

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

NEW TAXIWAY A AND BRIDGE  
AUTHORITY PROJECT NO. 8825 18  
TAMPA INTERNATIONAL AIRPORT

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

**Yes - Bidder Assures Prescribed W/MBE Goal.**

The Bidder assures that it will meet the W/MBE requirements stated in this Solicitation and the Hillsborough County Aviation Authority's W/MBE Policy and Program, and will subcontract with W/MBE firms certified as a woman-owned or minority-owned business by the City of Tampa, Hillsborough County, State of Florida Department of Management Services, Office of Supplier Diversity (OSD), or as a Disadvantaged Business Enterprise (DBE) under the Florida Unified Certification Program (FLUCP), in an amount equal to at least 11% of the total dollar amount of the awarded Contract. The W/MBE Goal stated above is the minimum prescribed Goal; however, additional W/MBE participation is encouraged. The Bidder is required to submit a Letter of Intent for each W/MBE that will participate in the awarded Contract at the time the Bid is submitted to the Owner. The actual W/MBE contractual commitment will be the total amount of participation shown on the validated Letter(s) of Intent submitted by the Bidder. It is understood that the amounts shown on the Letter(s) of Intent are estimates and that actual amounts paid to W/MBE subcontractors may vary depending on the final adjustments of the estimated quantities; however, the Bidder's W/MBE contractual commitment can only be modified by an amendment or change order.

OR

**No - Bidder Does NOT Assure Prescribed W/MBE Goal.**

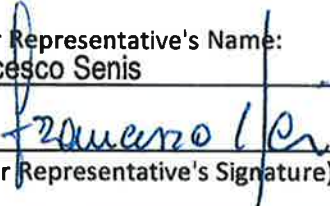
The Bidder is unable to assure W/MBE participation of the prescribed Goal of 11%, but will subcontract with W/MBE firms in an amount equal to at least \_\_\_\_% of the total dollar amount of the awarded Contract. The Bidder must submit with its Bid a completed W/MBE Good Faith Effort Worksheet documenting Bidder's good faith efforts to meet the prescribed Goal. In determining whether or not the Bidder made sufficient good faith efforts to meet the Goal, the Owner will consider the factors listed in the W/MBE Policy and Program. The Bidder is required to submit a Letter of Intent for each W/MBE that will participate in the awarded Contract at the time the Bid is submitted to the Owner. The actual W/MBE contractual commitment will be the total amount of participation shown on the validated Letter(s) of Intent submitted by the Bidder. It is understood that the amounts shown on the Letter(s) of Intent are estimates and that actual amounts paid to W/MBE subcontractors may vary depending on the final adjustments of the estimated quantities; however, the Bidder's W/MBE contractual commitment can only be modified by an amendment or change order.

By: Name of Bidder: GLF Construction Corporation

Date: April 3, 2019

Bidder Representative's Name: Francesco Senis

Title: President & CEO

  
(Bidder Representative's Signature)

TPA / New Taxiway A and Bridge

Authority No. 8825 18

WOMAN AND MINORITY OWNED BUSINESS ENTERPRISE  
ASSURANCE AND PARTICIPATION

00417-1

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

NEW TAXIWAY A AND BRIDGE  
AUTHORITY PROJECT NO. 8825 18  
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

NEW TAXIWAY A AND BRIDGE  
AUTHORITY PROJECT NO. 8825 18  
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: GLF  
Address: 6408 W. Linebaugh Avenue, #104  
City: Tampa State: FL Zip Code: 33625  
Phone: (305) 371-5228 Fax number: (813) 374-9210  
E-mail: tegarcia@glfusa.com

Name of W/MBE firm: Finishing Systems of Florida, Inc.  
Address: 160 Dog Track Road  
City: Longwood State: FL Zip Code: 32750  
Phone: (407) 834-6280 Fax number: (407) 834-2631  
E-mail: bsoper@finishingsystems.us

Description of work to be performed by W/MBE firm: painting & coating

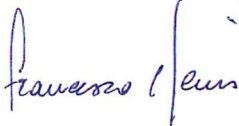
Amount of the W/MBE firm's subcontract \$ 288,921

**Commitment**

The Bidder is committed to utilizing the above-named W/MBE firm for the work described above.

By: Name of Bidder: GLF Construction Corporation Date: 4/3/19

Bidder Representative's Name: Francesco Senis Title: President & CEO



**Affirmation**

By: Name of W/MBE Firm: Finishing Systems of FL, Inc. Date: April 2, 2019

W/MBE Representative's Name: Brenda Soper Title: President



(W/MBE Representative's Signature)

TPA / New Taxiway A and Bridge

Authority No. 8825 18

WOMAN AND MINORITY OWNED BUSINESS ENTERPRISE  
ASSURANCE AND PARTICIPATION

00417-3

### Florida UCP DBE Directory

Number of Records Returned: 1

**Selection Criteria:**

Vendor : FINISHING SYSTEMS OF FLORIDA INC

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Vendor Name: [FINISHING SYSTEMS OF FLORIDA INC](#)

DBE Certification: CERTIFIED

MBE Certification: Certified

DBA:

Former Name:

Business Description: PAINTING AND WALL COVERING CONTRACTORS

Mailing AddressJ: 160 DOG TRACK ROAD  
LONGWOOD, FL 32750-6404

Contact Name: BRENDA SOPER

Phone: (407) 834-6280

Fax: (407) 834-2631

Email: [BSOPER@FINISHINGSYSTEMS.US](mailto:BSOPER@FINISHINGSYSTEMS.US)

ACDBE Status: N

Statewide Availability: Y

Certified NAICS

238120

Structural Steel and Precast Concrete Contractors

238320

Painting and Wall Covering Contractors

# State of Florida

## Woman Business Certification

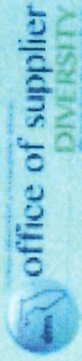
finishing systems of florida inc.

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

12/05/2018 to 12/05/2020



Erin Rock, Secretary  
Florida Department of Management Services







## Florida Department of Transportation

605 Suwannee Street  
Tallahassee, FL 32399-0450

### **Certified Mail – Return Receipt Requested**

Finishing Systems of Florida, Inc.  
Ms. Brenda Soper  
160 Dog Track Road  
Longwood FL 32750

### **ANNIVERSARY DATE – Annually on January 13**

Dear Ms. Soper:

The Florida Department of Transportation [FDOT] is pleased to announce that your firm is certified under the **Florida Unified Certification Program [UCP]** as a **Disadvantaged Business Enterprise [DBE]** in accordance with Part 49 Section 26, Code of Federal Regulations.

DBE certification is continuing, but is contingent upon the firm maintaining its eligibility annually through this office. You will be notified of your annual responsibilities in advance of the **Anniversary Date**. You must submit the annual **AFFIDAVIT FOR CONTINUING ELIGIBILITY** no later than the **Anniversary Date**. Failure to do so will result in immediate action to remove certification.

Only those firms listed in the UCP DBE Directory, are certified by Florida UCP Members. **Prime contractors and consultants should verify your firm's DBE certification status, and identify the work area(s) for which the firm is DBE eligible, through this Directory.**

Your firm will be listed in Florida's UCP DBE Directory which can be accessed via the internet, at <http://www.bipincwebapps.com/biznetflorida/> or through The Department's website at [www.dot.state.fl.us/equalopportunityoffice](http://www.dot.state.fl.us/equalopportunityoffice), then select "DBE Directory."

DBE certification is **NOT** a guarantee of work, but enables the firm to compete for, and perform, contract work on all USDOT Federal Aid (FAA, FTA and FHWA) projects in Florida as a DBE contractor, sub-contractor, consultant, sub-  
If, at any time, there is a material change, you **must advise this office, by sworn affidavit and supporting documents, within thirty [30] days.** Changes

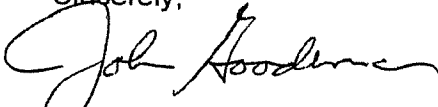
include, but are not limited to, ownership, officers, Directors, management, key personnel, scope of work performed, daily operations, on-going business relationships with other firms or individuals, or the physical location of your firm. After our review you should receive instructions as to how you should proceed, if necessary. Failure to do so will be deemed a failure, on your part, to cooperate, and will result in immediate action to Remove DBE certification.

Your firm is eligible to compete for, and perform, work on all USDOT Federal Aid projects throughout Florida, and may earn DBE credit for work performed in the following areas:

<u>NAICS:</u>	<u>FDOT Specialty Code &amp; Description</u>
238320	560-Shop, Field and Maintenance Painting Of Structural Steel
238320	56X-Bridge Painting
238120	460-Structural Steel

All other concerns should be directed to this office by mail or telephone. Our telephone number is (850) 414-4747. Our Fax number is (850) 414-4879

Sincerely,



John Goodman  
DBE Certification Manager

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

NEW TAXIWAY A AND BRIDGE  
AUTHORITY PROJECT NO. 8825 18  
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: GLF Construction Corporation  
Address: 1428 Brickell Avenue, Suite 700  
City: Miami State: FL Zip Code: 33131  
Phone: (305) 371-5228 Fax number: (813) 374-9210  
E-mail: tegarcia@glfusa.com

Name of W/MBE firm: Landmark Civil Services  
Address: 5578 Commercial Blvd.  
City: Winter Haven State: FL Zip Code: 33880  
Phone: 863-967-3992 Fax number: 863-968-1816  
E-mail: Keith.Hall@landmarkcivil.com

Description of work to be performed by W/MBE firm: saw & seal

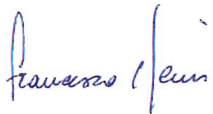
Amount of the W/MBE firm's subcontract \$334,660

Commitment

The Bidder is committed to utilizing the above-named W/MBE firm for the work described above.

By: Name of Bidder: GLF Construction Corporation Date: 4/3/19

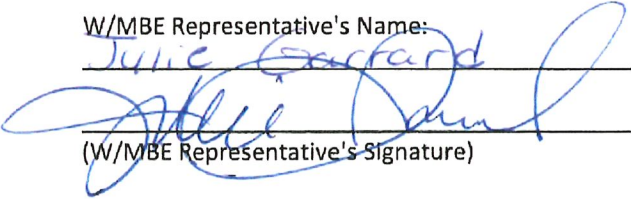
Bidder Representative's Name: Francesco Senis Title: President & CEO



Affirmation

By: Name of W/MBE Firm: Landmark Civil Services Date: 4/2/19

W/MBE Representative's Name: Julie Sanford Title: President



(W/MBE Representative's Signature)

TPA / New Taxiway A and Bridge

### Florida UCP DBE Directory

Number of Records Returned: 1

**Selection Criteria:**

Vendor : LANDMARK CIVIL SERVICES LLC (PART TIME)

Vendor Name: [LANDMARK CIVIL SERVICES LLC \(PART TIME\)](#)

DBE Certification: CERTIFIED

MBE Certification: Certified

DBA:

Former Name:

Business Description: CONCRETE, SPALL, SAW AND SEAL

Mailing AddressJ: 505 ARIANA AVE  
AUBURNDALE, FL 33823-

Contact Name: JULIE GARRARD  
Email: [JULIEG@GARRARDINC.COM](mailto:JULIEG@GARRARDINC.COM)

Phone: (863) 967-3992

Fax: (863) 968-1816

ACDBE Status: N

Statewide Availability: Y

Certified NAICS

237310 Highway, Street, and Bridge Construction  
238990 All Other Specialty Trade Contractors



# Landmark Civil Services LLC

Active

Profile

Commodity Codes

**Name:**

Landmark Civil Services LLC

**Shortname:**

Landmark Civil Services LLC

**Business Designation:**

corporation

**Contact:**

julie garrard

**Address:**

5578 commercial blvd  
winter haven, FL 33880

**County:**

Polk

**Phone:**

863-967-3992

**Fax:**

863-968-3992

**Email:**

julieg@garrardinc.com

## Designations

**WOMAN OWNED:**

September 5, 2018 - September 5, 2020



# Landmark Civil Services LLC

Active

Profile **Commodity Codes**

Show 10 entries

Search:

Code	Description
27112745	Concrete saw
72141103	Highway and road paving service
72141127	Seal coating of roads, highways and parking lots
73151502	Joint sealing services

Showing 1 to 4 of 4 entries

Previous **1** Next

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

NEW TAXIWAY A AND BRIDGE  
AUTHORITY PROJECT NO. 8825 18  
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: GLF Construction Corporation  
Address: 1428 Brickell Avenue, Suite 700  
City: Miami State: FL Zip Code: 33131  
Phone: (305) 371-5228 Fax number: (813-374-9210)  
E-mail: tegarcia@glfusa.com

Name of W/MBE firm: Hyatt Survey Services, Inc.  
Address: 2012 Lena Road  
City: Bradenton State: FL Zip Code: 34211  
Phone: 941-748-4693 Fax number: 941-744-1643  
E-mail: darlena@hyatt-survey.com

Description of work to be performed by W/MBE firm: Surveying and Mapping Services, As Needed

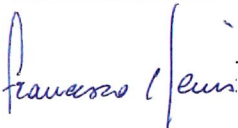
Amount of the W/MBE firm's subcontract \$ 130,000

Commitment

The Bidder is committed to utilizing the above-named W/MBE firm for the work described above.

By: Name of Bidder: GLF Construction Corporation Date: 4/3/19

Bidder Representative's Name: Francesco Senis Title: President & CEO

  
\_\_\_\_\_

Affirmation

By: Name of W/MBE Firm: Hyatt Survey Services, Inc. Date: 3/25/2019

W/MBE Representative's Name: Pamela A. Hyatt Title: President

  
\_\_\_\_\_  
(W/MBE Representative's Signature)

TPA / New Taxiway A and Bridge





# Florida Unified Certification Program

## Disadvantaged Business Enterprise (DBE) Certificate of Eligibility

**HYATT SURVEY SERVICES INC**

*MEETS THE REQUIREMENTS OF 49 CFR, PART 26*

*APPROVED NAICS CODES:*

541370

Samuel Febres

*Samuel (Sammy) Febres  
DBE & Small Business Development Manager  
Florida Department of Transportation*





**ANNIVERSARY DATE – Annually on March 13**

The Florida Department of Transportation (Department) has certified, HYATT SURVEY SERVICES INC under the Florida's Unified Certification Program (UCP) as a Disadvantaged Business Enterprise (DBE), in accordance with Title 49 Part 26, Code of Federal Regulations (CFR).

**DBE Certification does not expire.** It is contingent upon the firm maintaining eligibility annually through this office. We will notify Owners of their responsibilities in advance of the anniversary date.

We have listed the firm in the Florida's DBE Certification Directory, found at the following link: <https://fdotxwp02.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory>

Prime contractors and consultants must verify the firm's DBE certification status, and identify eligible work area(s) through the Directory. The Department makes available DBE Support Service Providers, offering managerial and technical assistance at no cost.

Contact us at (850) 414-4747 or via email [DBECert.Help@dot.state.fl.us](mailto:DBECert.Help@dot.state.fl.us) with your questions or concerns. Thank you.

Samuel (Sammy) Febres  
DBE & Small Business Development Manager  
Equal Opportunity Office



## Minority and Small Business Development

Certification Program

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

**Hyatt Survey Services Inc**

is hereby certified as a

**Women Business Enterprise (WBE)**

In the following specialty(ies)

**SURVEYOR'S SERVICES**

This certification is valid from June 8, 2018 to June 8, 2020

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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

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

NEW TAXIWAY A AND BRIDGE  
AUTHORITY PROJECT NO. 8825 18  
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: GLF Construction Corporation  
Address: 1428 Brickell Avenue, Suite 700  
City: Miami State: FL Zip Code: 33131  
Phone: (305)371-5228 Fax number: (813) 374-9210  
E-mail: tegarcia@glfusa.com

Name of W/MBE firm: Shelby Erectors, Inc.  
Address: 4575 Oakes Road  
City: Davie State: Florida Zip Code: 33314  
Phone: 954-275-3123 Fax number: 888-818-9108  
E-mail: jennifernix@shelbyerectors.com

Description of work to be performed by W/MBE firm: F/I rebar and SIP metal decking

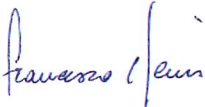
Amount of the W/MBE firm's subcontract \$ 2,068,460

Commitment

The Bidder is committed to utilizing the above-named W/MBE firm for the work described above.

By: Name of Bidder: GLF Construction Corporation Date: 4/3/19

Bidder Representative's Name: Francesco Senis Title: President & CEO



Affirmation

By: Name of W/MBE Firm: Shelby Erectors, Inc. Date: 4/2/19

W/MBE Representative's Name: Jennifer Nix Title: President



(W/MBE Representative's Signature)

TPA / New Taxiway A and Bridge

## Florida UCP DBE Directory

Number of Records Returned: 1

**Selection Criteria:**

Vendor : SHELBY ERECTORS INC

---

Vendor Name: [SHELBY ERECTORS INC](#)

DBE Certification: CERTIFIED

MBE Certification:

DBA:

Former Name:

Business Description: STEEL SUBCONTRACTOR

Mailing AddressJ: 4575 OAKES ROAD  
DAVIE, FL 33314-

Contact Name: JENNIFER M NIX

Phone: (954) 275-3123

Fax: (954) 432-6489

Email: [JENNIFERNIX@SHELBYERECTORS.COM](mailto:JENNIFERNIX@SHELBYERECTORS.COM)

ACDBE Status: N

Statewide Availability: Y

**Certified NAICS**

238120

Structural Steel and Precast Concrete Contractors

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

NEW TAXIWAY A AND BRIDGE  
AUTHORITY PROJECT NO. 8825 18  
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: GLF Construction Corporation  
Address: 1428 Brickell Avenue, Suite 700  
City: Miami State: FL Zip Code: 33131  
Phone: (305) 371-5228 Fax number: (813) 374-9210  
E-mail: tegarcia@glfusa.com

Name of W/MBE firm: Unlimited Turf, LLC  
Address: 850 NW Federal Hwy, Suite 170  
City: Stuart State: FL Zip Code: 34994  
Phone: 863-357-5700 Fax number: \_\_\_\_\_  
E-mail: estimating@unlimitedturf.com

Description of work to be performed by W/MBE firm: Furnish + Install Sod

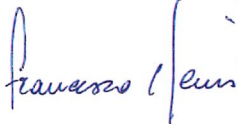
Amount of the W/MBE firm's subcontract \$ 345,600

Commitment

The Bidder is committed to utilizing the above-named W/MBE firm for the work described above.

By: Name of Bidder: GLF Construction Corporation Date: 4/3/19


Bidder Representative's Name: Francesco Senis Title: President & CEO



Affirmation

By: Name of W/MBE Firm: Unlimited Turf LLC Date: 3-18-19

W/MBE Representative's Name: Lazero Caballero Title: President



(W/MBE Representative's Signature)

TPA / New Taxiway A and Bridge

Authority No. 8825 18

WOMAN AND MINORITY OWNED BUSINESS ENTERPRISE  
ASSURANCE AND PARTICIPATION

00417-3





## UNLIMITED TURF, LLC

Active

Profile Commodity Codes

**Name:**

UNLIMITED TURF, LLC

**Shortname:**

**Business Designation:**

corporation

**Contact:**

Christie Repass

**Address:**

850 NW Federal Hwy

Stuart, FL 34994

**County:**

Martin

**Phone:**

863-357-5700

**Fax:****Email:**

christie@unlimitedturfllc.com

### Designations

**HISPANIC AMERICAN:**

September 24, 2018 - September 24, 2020

### Florida UCP DBE Directory

**Number of Records Returned:** 1

**Selection Criteria:**

Vendor : UNLIMITED TURF LLC

---

**Vendor Name:** [UNLIMITED TURF LLC](#)

**DBE Certification:** CERTIFIED

**MBE Certification:** Certified

**DBA:**

**Former Name:**

**Business Description:** GROW/HARVEST/LAY SOD

**Mailing AddressJ:** 850 NW FEDERAL HWY  
SUITE 170  
STUART, FL 34994-

**Contact Name:** LAZARO CABALLERO  
**Email:** [CHRISTIE@UNLIMITEDTURFLLC.COM](mailto:CHRISTIE@UNLIMITEDTURFLLC.COM)

**Phone:** (863) 357-5700

**Fax:** (863) 357-5701

**Statewide Availability:** Y

**ACDBE Status:** N

**Certified NAICS**

561730 Landscaping Services

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

NEW TAXIWAY A AND BRIDGE  
AUTHORITY PROJECT NO. 8825 18  
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: GLF Constuction Corporation  
Address: 1428 Brickell Avenue, Suite 700  
City: Miami State: FL Zip Code: 33131  
Phone: (305)371-5228 Fax number: (813) 374-9210  
E-mail: tegarcia@glfusa.com

Name of W/MBE firm: Alfonso Materials Supply  
Address: 3959 Van Dyke Road, Suite 65  
City: Lutz State: FL Zip Code: 33558  
Phone: (813) 545-0616 Fax number: N/A  
E-mail: michael@alfonso materials.com

Description of work to be performed by W/MBE firm: Material Supply

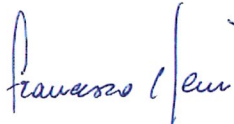
Amount of the W/MBE firm's subcontract \$339,269

Commitment

The Bidder is committed to utilizing the above-named W/MBE firm for the work described above.

By: Name of Bidder: GLF Construction Corporation Date: April 3, 2019

Bidder Representative's Name: Francesco Senis Title: President & CEO



Affirmation

By: Name of W/MBE Firm: Alfonso Materials Supply Date: 4/2/19

W/MBE Representative's Name: Michael Alfonso Title: Vice President

Michael Alfonso  
(W/MBE Representative's Signature)



Florida UCP DBE Directory

Number of Records Returned: 1

Selection Criteria:

Vendor: ALFONSO COMMUNICATIONS INC DBA ALFONSO MATERIALS SUPPLY

Vendor Name: [ALFONSO COMMUNICATIONS INC DBA ALFONSO MATERIALS SUPPLY](#)

DBE Certification: CERTIFIED MBE Certification: Certified

DBA: Former Name:

Business Description: PRIMARY FOCUS IS PUBLIC RELATIONS, GOVERNMENT AFFAIRS & COMMUNITY OUTREACH. CLIENTS INC BOTH THE PUBLIC & PRIVATE SECTORS & FREQUENTLY INVOLVE INFRASTRUCTURE PROJECTS RELATED TO TRANSPORTATION, TRANSIT, WASTEWA

Mailing Address: 3959 VAN DYKE ROAD SUITE 65  
LUTZ, FL 33558-

Contact Name: DARREN ALFONSO Phone: (813) 957-3208 Fax:

Email: [DARREN@ALFONSOCOMMUNICATIONS.COM](mailto:DARREN@ALFONSOCOMMUNICATIONS.COM)

ACDBE Status: N

Statewide Availability: N

Certified NAICS

423990  
541611

Other Miscellaneous Durable Goods Merchant Wholesalers  
Administrative Management and General Management Consulting Services



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

## **Minority/Woman Business Certification**

Alfonso Communications, Inc. DBA Alfonso Materials Supply

HC-2476/18

Valid from June 6, 2018 - June 6, 2020

### **Approved Lines of Business:**

Supplier - Water & Wastewater & Safety Equipment, Public Relations, Government Affairs, Community Outreach Support

A handwritten signature in black ink, appearing to read "Theresa Kempa".

Theresa Kempa  
Minority and Disadvantaged Business Manager  
Economic Development Department

# Hillsborough County SBE/MBE Codes

<b>NIGP 21028</b>	<b>Culverts, Concrete</b>
<b>NIGP 21029</b>	<b>Culverts, Corrugated Metal (Incl, Well Casing Pipe)</b>
<b>NIGP 345</b>	<b>First Aid and Safety Equipment and Supplies (Except Nuclear and Welding)</b>
<b>NIGP 34500</b>	<b>FIRST AID AND SAFETY EQUIPMENT AND SUPPLIES</b>
<b>NIGP 34548</b>	<b>Gloves, Safety: Electrician's, Lineman's, etc. (Including Sleeves)</b>
<b>NIGP 34556</b>	<b>Hats and Helmets, Safety (Incl, Fire Helmets)</b>
<b>NIGP 34579</b>	<b>Reflective Safety Apparel and Accessories (See 345-08 for Non-Reflective Type)</b>
<b>NIGP 65818</b>	<b>Pipe, Bituminized Fiber, Concrete, Clay, Fiberglass, Rubber, Terra Cotta</b>
<b>NIGP 65846</b>	<b>Pipe, Iron, Including Ductile Iron Pipe and Cast Iron Pipe</b>
<b>NIGP 65856</b>	<b>Pipe, Plastic, Including Fiber Reinforced Plastic Pipe, Polybutylene Pipe, PVC</b>
<b>NIGP 65880</b>	<b>Pipe, Steel, Stainless Steel and Wrought Steel</b>
<b>NIGP 659</b>	<b>Pipe and Tubing Fittings</b>
<b>NIGP 67036</b>	<b>Pipe And Fittings, Stainless Steel</b>
<b>NIGP 67038</b>	<b>Pipe Fittings, Brass And Copper</b>
<b>NIGP 67069</b>	<b>Valves, Brass, Chrome, Copper</b>
<b>NIGP 67071</b>	<b>Valves, Butterfly, All Kinds</b>
<b>NIGP 67075</b>	<b>Valves, Iron Body: Angle, Check, Gate, Globe, etc.</b>
<b>NIGP 67081</b>	<b>Valves, Stainless Steel: Angle, Ball, Check, Gate, Globe, etc.</b>
<b>NIGP 67082</b>	<b>Valves, Steel: Angle, Check, Gate, Globe, etc.</b>
<b>NIGP 91500</b>	<b>COMMUNICATIONS AND MEDIA RELATED SERVICES</b>



## Minority and Small Business Development

Certification Program

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

**Alfonso Communications, Inc. DBA Alfonso Materials Supply**

is hereby certified as a

**Minority Business Enterprise (MBE)**

In the following specialty(ies)

**Public Relations, Government Affairs, Community Outreach Support**

This certification is valid from October 29, 2017 to Oct

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.

# City of Tampa Codes

UNSP SC	302220	Culverts
UNSP SC	401416	Mud or slush valves
UNSP SC	401421	Ductile iron pipe
UNSP SC	401421	Concrete pipe
UNSP SC	401421	Stainless steel pipe
UNSP SC	401715	Commercial pipe and piping
UNSP SC	401716	Industrial pipe and piping
UNSP SC	401716	Industrial PVC pipe
UNSP SC	401717	Pipe adapters
UNSP SC	401717	Ductile iron pipe adapter
UNSP SC	401717	Stainless steel pipe adapter
UNSP SC	401717	PVC plastic pipe adapter
UNSP SC	401718	Pipe angle face rings
UNSP SC	401718	Carbon steel pipe angle face ring
UNSP SC	401718	Stainless steel pipe angle face ring
UNSP SC	401719	Pipe backup flanges
UNSP SC	401719	Ductile iron pipe backup flange
UNSP SC	401723	Ductile iron pipe bushing

NIGP	91500	COMMUNICATIONS AND MEDIA RELATED SERVICES
NAICS	541611	Administrative Management and General Management Consulting Services



GREATER ORLANDO  
AVIATION AUTHORITY



JACKSONVILLE  
TRANSPORTATION  
AUTHORITY

# *Florida Unified Certification Program*

## **Disadvantaged Business Enterprise (DBE)**

### **Certificate of Eligibility**

***ALFONSO COMMUNICATIONS INC dba ALFONSO MATERIALS SUPPLY  
MEETS THE REQUIREMENTS OF 49 CFR, PART 26***

APPROVED NAICS CODES:

423990, 541611

Samuel Febres

***Samuel Febres (Sammy)***  
*DBE & Small Business Development Manager*  
***Florida Department of Transportation***







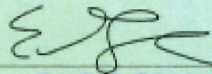
# State of Florida

## Minority Business Certification

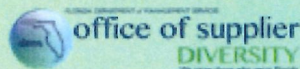
### Alfonso Materials Supply

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

10/10/2017 to 10/10/2019



Erin Rock, Secretary  
Florida Department of Management Services



## STATE DBE/MBE CODES

30111800 Aggregates  
30131518 Concrete block for bridges  
30131510 Concrete block for revetment  
30131514 Reinforced concrete built up culvert block  
70171802 Storm water drainage  
72152907 Precast concrete structural framing panel placing service  
73121805 Concrete or aggregates or stone products manufacturing services  
95121633 Culvert  
20143300 Pipeline service equipment  
20143700 Subsea pipeline materials  
40171500 Commercial pipe and piping  
40171600 Industrial pipe and piping  
40171700 Pipe adapters  
40171800 Pipe angle face rings  
40171900 Pipe backup flanges  
40172000 Pipe baffles  
40172100 Pipe bends  
40172200 Pipe blind flanges  
40172300 Pipe bushings  
40172400 Pipe caps  
40172500 Pipe connectors  
40172600 Pipe couplings  
40172700 Pipe crosses  
40172800 Pipe elbows  
40172900 Pipe expansion joints  
40173000 Pipe half couplings  
40173100 Pipe lapjoint flanges  
40173200 Pipe long weldneck flanges  
40173300 Pipe nipples  
40173400 Pipe plate flanges  
40173500 Pipe plugs  
40173600 Pipe reducing couplings  
40173700 Pipe reducing flanges  
40173800 Pipe repair clamps  
40174000 Pipe slipon flanges  
40174100 Pipe socketweld flanges  
40174200 Pipe sockolets  
40174300 Pipe spacers  
40174400 Pipe spectacle blind flanges  
40174500 Pipe swivel or rotating joints  
40174600 Pipe tees  
40174700 Pipe threaded flanges  
40174800 Pipe toilet flanges  
40174900 Pipe unions  
40175000 Pipe weldneck flanges  
40175100 Pipe weldolets  
40175200 Pipe wyes

40175300 Specialized pipe fittings and flanges  
46181500 Safety apparel  
46181600 Safety footwear  
46181700 Face and head protection  
46181800 Vision protection and accessories  
46181900 Hearing protectors  
46182000 Respiratory protection  
46182100 Anti static equipment and supplies  
46182200 Ergonomic support aids  
46182300 Fall protection and rescue equipment  
46182400 Decontamination aids and safety cleaning equipment  
46191500 Fire prevention  
46191501 Smoke detectors  
46191502 Heat detectors  
46191503 Fire resistant coatings or putties or sealants  
46191504 Flame detectors  
46191506 Flame arrestor  
46191507 Passive firestop system  
46191601 Fire extinguishers  
55121704 Safety signs  
80101509 Government affairs and community relations consultation service  
80171500 Situation and stakeholder analysis and communications planning services  
80171503 Public relations situation and issues and risk analysis  
80171505 Communication planning  
80171604 Public information campaign service  
80172000 Professional communication services  
80172001 Internal communication service  
80172002 Project based communications service

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

NEW TAXIWAY A AND BRIDGE  
AUTHORITY PROJECT NO. 8825 18  
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: GLF Construction Corporation  
Address: 1428 Brickell Avenue, Suite 700  
City: Miami State: FL Zip Code: 33131  
Phone: (305) 371-5228 Fax number: (813) 374-9210  
E-mail: tegarcia@glfusa.com

Name of W/MBE firm: TTCS, Inc  
Address: 1212 N. 39th Street, Suite 400  
City: TAMPA State: FL Zip Code: 33605  
Phone: 813-871-2000 Fax number: 813-441-6721  
E-mail: jtambora@ttcsengineering.com

Description of work to be performed by W/MBE firm: Quality Control Services

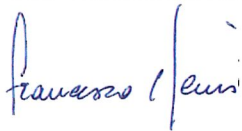
Amount of the W/MBE firm's subcontract \$477,380

Commitment

The Bidder is committed to utilizing the above-named W/MBE firm for the work described above.

By: Name of Bidder: GLF Construction Corporation Date: 4/3/19

Bidder Representative's Name: Francesco Senis Title: President & CEO



Affirmation

By: Name of W/MBE Firm: TTCS, Inc Date: 03/29/19

W/MBE Representative's Name: JUAN D. ZAMORA, E.I. Title: PRESIDENT

(W/MBE Representative's Signature)



TPA / New Taxiway A and Bridge

### Florida UCP DBE Directory

**Number of Records Returned:** 1

**Selection Criteria:**

Vendor : TTCS INC

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**Vendor Name:** [TTCS INC](#)

**DBE Certification:** CERTIFIED

**MBE Certification:**

**DBA:**

**Former Name:**

**Business Description:** MATERIALS TESTING & INSPECTION SERVICES (CONSULTING SERVICES)

**Mailing AddressJ:** 1212 N 39TH STREET  
STE 400  
TAMPA, FL 33605-

**Contact Name:** JUAN D ZAMORA

**Phone:** (813) 871-2000

**Fax:** (813) 441-6291

**Email:** [JZAMORA@TTCSENGINEERING.COM](mailto:JZAMORA@TTCSENGINEERING.COM)

**ACDBE Status:** N

**Statewide Availability:** Y

**Certified NAICS**

541330

Engineering Services

541990

All Other Professional, Scientific, and Technical Services



**Business & Contact Information**

BUSINESS NAME	<b>TTCS INC</b>	
OWNER	Juan D Zamora	
ADDRESS	<b>4710 N Grady Ave Tampa, FL 33614</b>	<a href="#">Map This Address</a>
PHONE	<b>813-871-2000</b>	
FAX	<b>813-441-6291</b>	
EMAIL	<a href="mailto:jzamora@ttcsengineering.com">jzamora@ttcsengineering.com</a>	
ETHNICITY	<b>Hispanic American</b>	
GENDER	<b>Male</b>	
COUNTY	<b>Hillsborough (FL)</b>	

**Certification Information**

CERTIFYING AGENCY	<b>Hillsborough County Board of County Commissioners</b>
CERTIFICATION TYPE	<b>DM/DWBE - Disadvantaged Minority/Disadvantaged Woman Business Enterprise</b>
EXPIRATION DATE	<b>5/23/2020</b>
CERTIFIED BUSINESS DESCRIPTION	<b>Soil Testing, Consulting Engineers, Consulting Engineers - Construction Engineering Inspection (CEI), Consulting - Geotechnical Engineering</b>

**Commodity Codes**

Code	Description
NIGP 90740	Engineering Services, Non-Licensed (Not Otherwise Classified), Including Consulting
NIGP 90742	Geotechnical - Soils
NIGP 95885	Soil and Land Management Services, Including Testing, Protection, Preparation, Planning, etc.

**TTCS, Inc. DBE Information:**



**Florida UCP DBE Directory**

Number of Records Returned: 1  
Selection Criteria:  
Vendor: TTCS INC

Vendor Name:	<b>TTCS INC</b>	MBE Certification:	
DBE Certification:	CERTIFIED	Former Name:	
DBA:		Business Description:	MATERIALS TESTING & INSPECTION SERVICES (CONSULTING SERVICES)
Mailing Address:	1212 N 39TH STREET STE 400 TAMPA, FL 33605-	Contact Name:	JUAN D ZAMORA
		Phone:	(813) 871-2000
		Fax:	(813) 441-6291
		Email:	<a href="mailto:JZAMORA@TTCSENGINEERING.COM">JZAMORA@TTCSENGINEERING.COM</a>
Statewide Availability:	Y	ACDBE Status:	N
Certified NAICS			
541330	Engineering Services		
541990	All Other Professional, Scientific, and Technical Services		

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

NEW TAXIWAY A AND BRIDGE  
AUTHORITY PROJECT NO. 8825 18  
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: GLF Construction Corporation  
Address: 1428 Brickell Avenue, Suite 700  
City: Miami State: FL Zip Code: 33131  
Phone: (305) 371-5228 Fax number: (813) 374-9210  
E-mail: tegarcia@glfusa.com

Name of W/MBE firm: AREHNA Engineering, Inc.  
Address: 5012 W Lemon Street  
City: Tampa State: Florida Zip Code: 33609  
Phone: 813-944-3464 Fax number: \_\_\_\_\_  
E-mail: bids@arehna.com

Description of work to be performed by W/MBE firm: Materials Testing & Inspections

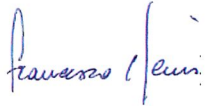
Amount of the W/MBE firm's subcontract \$ 130,000

Commitment

The Bidder is committed to utilizing the above-named W/MBE firm for the work described above.

By: Name of Bidder: GLF Construction Corporation Date: April 3, 2019

Bidder Representative's Name: Francesco Senis Title: President & CEO



Affirmation

By: Name of W/MBE Firm: AREHNA Engineering, Inc. Date: 4/1/2019

W/MBE Representative's Name: G. Stephen Long Title: Project Engineer

  
(W/MBE Representative's Signature)

TPA / New Taxiway A and Bridge



### Florida UCP DBE Directory

**Number of Records Returned:** 1

**Selection Criteria:**

Vendor : AREHNA ENGINEERING INC

**Vendor Name:** [AREHNA ENGINEERING INC](#)

**DBE Certification:** CERTIFIED

**MBE Certification:** Certified

**DBA:**

**Former Name:**

**Business Description:** GEOTECHNICAL ENGINEERING, CONSTRUCTION MATERIALS TESTING AND INSPECTION SERVICES

**Mailing AddressJ:** 5012 W LEMON ST  
TAMPA, FL 33609-

**Contact Name:** JESSICA MCRORY

**Phone:** (813) 944-3464

**Fax:** (813) 944-4959

**Email:** [JMCRORY@AREHNA.COM](mailto:JMCRORY@AREHNA.COM)

**ACDBE Status:** N

**Statewide Availability:** Y

**Certified NAICS**

- 541330 Engineering Services
- 541380 Testing Laboratories
- 541990 All Other Professional, Scientific, and Technical Services

**Business & Contact Information**

BUSINESS NAME	<b>Arehna Engineering, Inc.</b>	
OWNER	<b>Ms Jessica McRory</b>	
ADDRESS	<b>5012 W. Lemon Street Tampa, FL 33609</b>	<a href="#">Map This Address</a>
PHONE	<b>813-944-3464</b>	
FAX	<b>813-944-4959</b>	
EMAIL	<a href="mailto:jmcrory@arehna.com">jmcrory@arehna.com</a>	
WEBSITE	<a href="http://www.arehna.com">http://www.arehna.com</a>	
ETHNICITY	<b>Caucasian</b>	
GENDER	<b>Female</b>	
COUNTY	<b>Hillsborough (FL)</b>	

**Certification Information**

CERTIFYING AGENCY	<b>Hillsborough County Board of County Commissioners</b>
CERTIFICATION TYPE	<b>DM/DWBE - Disadvantaged Minority/Disadvantaged Woman Business Enterprise</b>
EXPIRATION DATE	<b>2/12/2020</b>
CERTIFIED BUSINESS DESCRIPTION	<b>Consulting - Geotechnical Engineering, Soil Testing</b>

**Commodity Codes**

Code	Description
NIGP 92546	Geotechnical Engineering



**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

A handwritten signature in black ink, appearing to read "Theresa Kempa".

Theresa Kempa  
Minority and Disadvantaged Business Manager  
Economic Development Department

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

NEW TAXIWAY A AND BRIDGE  
AUTHORITY PROJECT NO. 8825 18  
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: GLF Construction Corporation  
Address: 6408 W. Linebaugh Avenue, Suite 104  
City: Tampa State: FL Zip Code: 33625  
Phone: 813-374-9202 Fax number: 813-374-9210  
E-mail: jadams@glfusa.com

Name of W/MBE firm: Jason's Hauling, Inc.  
Address: 1306 E. 4th Avenue  
City: Tampa State: FL Zip Code: 33605  
Phone: 813-872-8440 Fax number: 813-875-7202  
E-mail: gbaier@jasonshauling.com

Description of work to be performed by W/MBE firm: Hauling

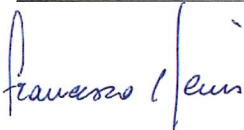
Amount of the W/MBE firm's subcontract \$80,000

Commitment

The Bidder is committed to utilizing the above-named W/MBE firm for the work described above.

By: Name of Bidder: GLF Construction Corporatino Date: 4/3/19

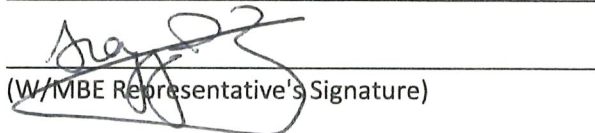
Bidder Representative's Name: Francesco Senis Title: President & CEO



Affirmation

By: Name of W/MBE Firm: Jason's Hauling, Inc. Date: 4/2/2019

W/MBE Representative's Name: Gregory P Baier Title: Vice President



(W/MBE Representative's Signature)

TPA / New Taxiway A and Bridge

### Florida UCP DBE Directory

**Number of Records Returned:** 1

**Selection Criteria:**

Vendor : JASON'S HAULING INC

---

**Vendor Name:** [JASON'S HAULING INC](#)

**DBE Certification:** CERTIFIED

**MBE Certification:**

**DBA:**

**Former Name:**

**Business Description:** SPECIALIZED FREIGHT (EXCEPT USED GOODS) TRUCKING, LOCAL

**Mailing AddressJ:** 5102 N 56TH ST  
TAMPA, FL 35603-

**Contact Name:** JASON FREYRE  
**Email:** [JASON@JASONSHAULING.COM](mailto:JASON@JASONSHAULING.COM)

**Phone:** (813) 872-8440

**Fax:** (813) 875-7202

**ACDBE Status:** N

**Statewide Availability:** Y

**Certified NAICS**

484220 Specialized Freight (except Used Goods) Trucking, Local

## Certified Profile

CLOSE WINDOW [Print](#)**Business & Contact Information**

BUSINESS NAME	<b>Jason's Hauling, Inc.</b>	
OWNER	Jason Freyre Jr	
ADDRESS	5102 N 56th Street Tampa, FL 33610	<a href="#">Map This Address</a>
PHONE	813-872-8440	
FAX	813-875-7202	
EMAIL	<a href="mailto:jason@jasonshauling.com">jason@jasonshauling.com</a>	
WEBSITE	<a href="http://www.jasonshauling.com">http://www.jasonshauling.com</a>	
ETHNICITY	Hispanic American	
GENDER	Male	
COUNTY	Hillsborough (FL)	

**Certification Information**

CERTIFYING AGENCY	Hillsborough County Board of County Commissioners
CERTIFICATION TYPE	DM/DWBE - Disadvantaged Minority/Disadvantaged Woman Business Enterprise
EXPIRATION DATE	7/6/2019
CERTIFIED BUSINESS DESCRIPTION	Specialized Freight (Except Used Goods) Trucking Local Hauling Services

**Commodity Codes**

Code	Description
NIGP 96239	Hauling Services



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

NEW TAXIWAY A AND BRIDGE  
AUTHORITY PROJECT NO. 8825 18  
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: GLF Construction Corporation  
Address: 1428 Brickell Avenue, Suite 700  
City: Miami State: FL Zip Code: 33131  
Phone: (305) 371-5228 Fax number: (813) 374-9210  
E-mail: tegarcia@glfusa.com

Name of W/MBE firm: Torres Electrical Supply  
Address: PO Box 1908  
City: Stuart State: FL Zip Code: 34995  
Phone: (772) 286-5049 Fax number: (772) 286-5496  
E-mail: oltorres@torreselectrical.com

Description of work to be performed by W/MBE firm: Electrical Supply

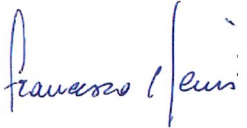
Amount of the W/MBE firm's subcontract \$ 267,500

Commitment

The Bidder is committed to utilizing the above-named W/MBE firm for the work described above.

By: Name of Bidder: GLF Construction Corporation Date: 4/3/19

Bidder Representative's Name: Francesco Senis Title: President & CEO



Affirmation

By: Name of W/MBE Firm: Torres Electrical Supply Date: 4/3/19

W/MBE Representative's Name: Oscar Torres Title: President



(W/MBE Representative's Signature)

TPA / New Taxiway A and Bridge

### Florida UCP DBE Directory

**Number of Records Returned:** 1

**Selection Criteria:**

Vendor : TORRES ELECTRICAL SUPPLY CO INC

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**Vendor Name:** [TORRES ELECTRICAL SUPPLY CO INC](#)

**DBE Certification:** CERTIFIED

**MBE Certification:**

**DBA:**

**Former Name:**

**Business Description:** WE ARE A FULL LINE DISTRIBUTOR OF ELECTRICAL EQUIPMENT AND SUPPLIES

**Mailing AddressJ:** PO BOX 1908  
STUART, FL 34995-

**Contact Name:** OSCAR L TORRES

**Phone:** (772) 286-5049

**Fax:** (772) 286-5496

**Email:** [OLTORRES@TORRESELECTRICAL.COM](mailto:OLTORRES@TORRESELECTRICAL.COM)

**ACDBE Status:** N

**Statewide Availability:** N

**Certified NAICS**

423610

Electrical Apparatus and Equipment, Wiring Supplies, and Related Equipment Merchant Wholesalers



### Business & Contact Information

**BUSINESS NAME** **Torres Electrical Supply Company., Inc.**

**OWNER** **Mr Oscar Torres**

**ADDRESS** **3190 S.E.Dominica Terrace** [Map This Address](#)  
**Stuart, FL 34997**

**PHONE** **772-286-5049**

**FAX** **772-286-5496**

**EMAIL** [oltorres@torreselectrical.com](mailto:oltorres@torreselectrical.com)

**WEBSITE** <http://www.torreselectrical.com>

**ETHNICITY** **Hispanic American**

**GENDER** **Male**

**COUNTY** **Martin (FL)**

### Certification Information

**CERTIFYING AGENCY** **Hillsborough County Board of County Commissioners**

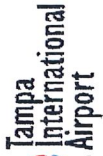
**CERTIFICATION TYPE** **DM/DWBE - Disadvantaged Minority/Disadvantaged Woman Business Enterprise**

**EXPIRATION DATE** **6/1/2019**

**CERTIFIED BUSINESS DESCRIPTION** **Distributor Of Electrical Equipment And Supplies**

### Commodity Codes

Code	Description
NIGP 28024	Building Cable and Wire, Single and Multiconductor: Types NM, THWN, TW, THW, THHN, XHHW, RHW, RR, ROMEX, etc.
NIGP 28500	ELECTRICAL EQUIPMENT AND SUPPLIES, EXCEPT CABLE AND WIRE
NIGP 28580	Street Light Poles and Standards



GREATER ORLANDO AVIATION AUTHORITY

*Florida Unified Certification Program*

# Disadvantaged Business Enterprise (DBE)

## Certificate of Eligibility

TORRES ELECTRICAL SUPPLY CO INC

MEETS THE REQUIREMENTS OF 49 CFR, PART 26

APPROVED NAICS CODES:

423610

*Victoria V. Smith*

VICTORIA V. SMITH, DBE Certification Manager - Florida Department of Transportation

8/25/15

DATE:



JACKSONVILLE TRANSPORTATION AUTHORITY



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

NEW TAXIWAY A AND BRIDGE  
AUTHORITY PROJECT NO. 8825 18  
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: GLF Construction Corporation  
Address: 1428 Brickell Avenue  
City: Miami State: FL Zip Code: 33131  
Phone: (305) 371-5228 Fax number: (813) 374-9210  
E-mail: tegarcia@glfusa.com

Name of W/MBE firm: Advanced Cabling Solutions, Inc.  
Address: 201 Reece Way  
City: Casselberry State: FL Zip Code: 32707  
Phone: (407) 339-6636 Fax number: \_\_\_\_\_  
E-mail: joc@acstraffic.net

Description of work to be performed by W/MBE firm: Communications Install

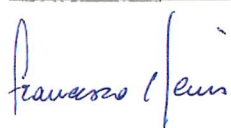
Amount of the W/MBE firm's subcontract \$ 90,000.00

Commitment

The Bidder is committed to utilizing the above-named W/MBE firm for the work described above.

By: Name of Bidder: GLF Construction Corporation Date: 4/3/2019

Bidder Representative's Name: Francesco Senis Title: President & CEO



Affirmation

By: Name of W/MBE Firm: Advanced Cabling Solutions, Inc. Date: 4/3/19

W/MBE Representative's Name: Joseph W. Muniz Title: President



(W/MBE Representative's Signature)

TPA / New Taxiway A and Bridge

### Florida UCP DBE Directory

Number of Records Returned: 1

**Selection Criteria:**

Vendor : ADVANCED CABLING SOLUTIONS INC

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Vendor Name: [ADVANCED CABLING SOLUTIONS INC](#)

DBE Certification: CERTIFIED

MBE Certification:

DBA:

Former Name:

Business Description: ELECTRICAL CONTRACTOR - FIBER OPTICS

Mailing AddressJ: PO BOX 300666  
FERN PARK, FL 32730-

Contact Name: JOSEPH W MUNIZ

Phone: (407) 466-2042

Fax: (407) 339-3822

Email: [JOE@ACSTRAFFIC.NET](mailto:JOE@ACSTRAFFIC.NET)

ACDBE Status: N

Statewide Availability: Y

**Certified NAICS**

238210 Electrical Contractors and Other Wiring Installation Contractors



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

NEW TAXIWAY A AND BRIDGE  
AUTHORITY PROJECT NO. 8825 18  
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: GLF Construction Corporation  
Address: 1428 Brickell Avenue, Suite 700  
City: Miami State: FL Zip Code: 33131  
Phone: (305) 371-5228 Fax number: (813) 374-9210  
E-mail: tegarcia@glfusa.com

Name of W/MBE firm: Florida Natives Moving, Inc  
Address: 4115 Native Garden Drive  
City: Plant City State: FL Zip Code: 33565  
Phone: 813-754-1900 Fax number: 813-754-4001  
E-mail: office@florid nativesmoving.com

Description of work to be performed by W/MBE firm: Trucking

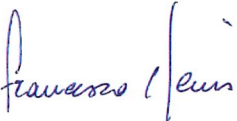
Amount of the W/MBE firm's subcontract \$ 300,000

Commitment

The Bidder is committed to utilizing the above-named W/MBE firm for the work described above.

By: Name of Bidder: GLF Construction Corporation Date: 4/3/19

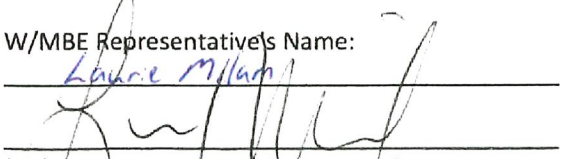
Bidder Representative's Name: Francesco Senis Title: President & CEO



Affirmation

By: Name of W/MBE Firm: Florida Natives Moving, Inc Date: 04/03/2019

W/MBE Representative's Name: Laurie Milan Title: President



(W/MBE Representative's Signature)

TPA / New Taxiway A and Bridge

**Business & Contact Information**

BUSINESS NAME	<b>Florida Natives Nursery, Inc.</b>	
OWNER	Laurie Milam	
ADDRESS	4115 Native Garden Drive Plant City, FL 33565	<a href="#">Map This Address</a>
PHONE	813-754-1900	
FAX	813-754-4001	
EMAIL	<a href="mailto:office@floridanativesnursery.com">office@floridanativesnursery.com</a>	
WEBSITE	<a href="http://www.floridanativesnursery.com">www.floridanativesnursery.com</a>	
ETHNICITY	Caucasian	
GENDER	Female	
COUNTY	Hillsborough (FL)	

**Certification Information**

CERTIFYING AGENCY	<b>Hillsborough County Board of County Commissioners</b>
CERTIFICATION TYPE	<b>DM/DWBE - Disadvantaged Minority/Disadvantaged Woman Business Enterprise</b>
EXPIRATION DATE	<b>3/12/2021</b>
CERTIFIED BUSINESS DESCRIPTION	<b>Landscaping, Landscaping - Plant Nursery, Hauling and Trucking</b>

**Commodity Codes**

Code	Description
NIGP 59500	NURSERY (PLANTS) STOCK, EQUIPMENT, AND SUPPLIES
NIGP 90957	Land Development and Sub-Division Services
NIGP 91219	Clearing and Grubbing Services
NIGP 92935	Earth Handling, Grading, Moving, and Packing Equipment Maintenance and Repair
NIGP 95917	Aquatic Planting and Harvesting Services
NIGP 96239	Hauling Services
NIGP 98852	Landscaping, Including Design, Fertilizing, Planting, etc., Not Grounds Maintenance or Tree Trimming Services
NIGP 98889	Weed and Vegetation Control, Including Trees, Shrubs and Aquatic Weed Control

## Florida UCP DBE Directory

Number of Records Returned: 1

**Selection Criteria:**

Vendor : FLORIDA NATIVES NURSERY INC

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Vendor Name: [FLORIDA NATIVES NURSERY INC](#)

DBE Certification: CERTIFIED

MBE Certification:

DBA:

Former Name:

Business Description: MITIGATION SERVICES, RESTORATION SERVICES, REMEDIATION SERVICES, LAND PREPARATION

Mailing AddressJ: 4115 NATIVE GARDEN DR  
PLANT CITY, FL 33565-

Contact Name: SANDRA COVER

Phone: (813) 754-1900

Fax: (813) 754-4001

Email: [OFFICE@FLORIDANATIVESNURSERY.COM](mailto:OFFICE@FLORIDANATIVESNURSERY.COM)

ACDBE Status: N

Statewide Availability: Y

**Certified NAICS**

238910	Site Preparation Contractors
238990	All Other Specialty Trade Contractors
541620	Environmental Consulting Services
561730	Landscaping Services
562910	Remediation Services

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

NEW TAXIWAY A AND BRIDGE  
AUTHORITY PROJECT NO. 8825 18  
TAMPA INTERNATIONAL AIRPORT

**Letter of Intent**

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

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



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

NEW TAXIWAY A AND BRIDGE  
 AUTHORITY PROJECT NO. 8825 18  
 TAMPA INTERNATIONAL AIRPORT

**W/MBE GOOD FAITH EFFORT WORKSHEET**

**Name of Bidder:**  W/MBE

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

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

Name of W/MBE Firm	Date of contact with W/MBE Firm	How W/MBE Firm contacted	Follow-Up (Telephone calls, e-mails, other contact)	Response to Follow-Up	Did W/MBE Firm submit a quote?		Explain
					Yes	No	
					<input type="checkbox"/>	<input type="checkbox"/>	
					<input type="checkbox"/>	<input type="checkbox"/>	
					<input type="checkbox"/>	<input type="checkbox"/>	
					<input type="checkbox"/>	<input type="checkbox"/>	
					<input type="checkbox"/>	<input type="checkbox"/>	
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					<input type="checkbox"/>	<input type="checkbox"/>	
					<input type="checkbox"/>	<input type="checkbox"/>	

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

NEW TAXIWAY A AND BRIDGE  
 AUTHORITY PROJECT NO. 8825 18  
 TAMPA INTERNATIONAL AIRPORT

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

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

END OF SECTION

**Tampa Bay Times**  
Published Daily

STATE OF FLORIDA )  
COUNTY OF Hillsborough County ) ss

Before the undersigned authority personally appeared **Deirdre Almeida** who on oath says that he/she is **Legal Clerk** of the **Tampa Bay Times** a daily newspaper printed in **St. Petersburg, in Pinellas County, Florida**; that the attached copy of advertisement, being a **Legal Notice** in the matter **RE: W/MBE FIRMS** was published in **Tampa Bay Times: 3/16/19**, in said newspaper in the issues of **Baylink Hillsborough**

Affiant further says the said **Tampa Bay Times** is a newspaper published in **Hillsborough County, Florida** and that the said newspaper has heretofore been continuously published in said **Hillsborough County, Florida**, each day and has been entered as a second class mail matter at the post office in said **Hillsborough County, Florida** for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper

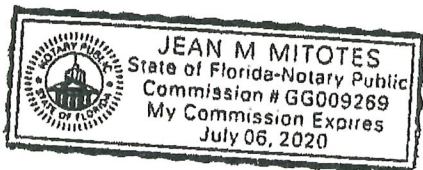
\_\_\_\_\_  
Signature of Affiant *J. Almeida*

Sworn to and subscribed before me this 03/16/2019.

\_\_\_\_\_  
Signature of Notary Public *J. Mitotes*

Personally known \_\_\_\_\_ or produced identification

Type of identification produced \_\_\_\_\_



**Notice of Subcontracting Opportunities**  
**W/MBE Firms**

GLF Construction Corporation is seeking W/MBE contractors certified by Hillsborough County, City of Tampa, State of Florida Office of Supplier Diversity (OSD) or as a DBE certified under the FLUCP program to participate in the bid for TIA Taxiway A and Bridge bidding to the Hillsborough County Aviation Authority on March 27, 2019. Scope of work includes, site work, roadway & drainage, utilities, electrical, striping, signs, concrete work, erosion control, rebar installation, drill shafts, material trucking, survey, material testing, MOT and sod.

Plans and specifications are available on by downloading from the Purchasing website or by contacting GLF before the quote deadline.

Quotations must be received by March 26, 2019 @ 12:00 PM.

Interested bidders should contact:  
Jacqueline Adams  
GLF Construction Corporation  
Phone (813) 374-9202 Ext. 105  
Fax (813) 374-9210  
Or e-mail to: jadams@glfusa.com

GLF Construction Corporation is an Equal Opportunity

March 16, 2019 755413

01.01.90200 19-017

# Tampa Bay Times

tampabay.com

Ad Proof

## -Receipt-

**Date:** 03/08/19  
**Account #:** 200947  
**Company Name:** GLF CONSTRUCTION  
**Contact:**  
**Address:** 6408 W. LINEBAUGH AVENUE,  
 SUITE 104  
**City:** TAMPA  
**State:** FL  
**Zip:** 34668  
**Telephone:** (813) 374-9202

### Publications:

Tampa Bay Times,  
TampaBay.com

**Ad ID:** 755413  
**Run Dates:** 03/16/19 to 03/16/19  
**Ad Class:** Legal  
**Columns wide:** 2  
**Billed of Lines:** 48.0  
**Total Cost:** \$208.00  
**Account Rep:** Deirdre Almeida  
**Phone #**  
**Email:** dalmeida@tampabay.com

**Notice of Subcontracting Opportunities**  
 WMBE Firms  
 GLF Construction Corporation is seeking WMBE Contractors certified by Hillsborough County, City of Tampa, State of Florida Office of Supplier Diversity (OSD) or as a DBE certified under the FLSBP program to participate in the bid for I/A Turnway A and Bridge Bidding to the Hillsborough County Aviation Authority on March 07, 2019. Scope of work includes site work, roadway & drainage, utilities, electrical, striping, signs, concrete work, erosion control, rockor installation, drill shafts, material trucking, survey, material testing, MOT and so on.  
 Plans and specifications are available on by downloading from the Purchasing website or by contacting GLF before the quote deadline.  
 Quotations must be received by March 26, 2019 @ 12:00 PM.  
 Interested bidders should contact:  
 Jacqueline Adams  
 GLF Construction Corporation  
 Phone (813) 374-9202 Ext. 135  
 Fax (813) 374-9220  
 Or e-mail for: jadams@glfus.com  
 March 16, 2019 GLF Construction Corporation is an Equal Opportunity 755413

### Payments:

Method	Card Type	Name on Card	Last 4 Digits	Expire Date	Check Number	Amount Paid
	CC	MC			2626	\$208.00

Gross: \$208.00

Paid Amount: - \$208.00

Amount Due: \$0.00

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.

GLF Construction Corporation

(Name of Bidder)

By: Francesco Senis  
(Signature\*)

Title: Francesco Senis, President & CEO

Date: April 3, 2019

\* 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: GLF Construction Corporation

ADDRESS: 1428 Brickell Avenue, Suite 700  
Miami, Florida 33131

PHONE: (305) 371-5228 Ext. 3401

Contact in your firm for inquiries: Thelma Garcia

Years in business under present name: 25

Date of Incorporation: March 12, 1993

Place of Incorporation: Florida

Contracting specialties: General Contracting

Years performing work specialties: 25

Geographic areas of business operation: AL, LA, MS, FL, GA, SC, TN, NC

List all Projects presently under contract:

"See attached ongoing projects list"  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Attach additional sheet(s) if necessary)

Work performed in last two years:

"See attached completed projects"

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Attach additional sheet(s) if necessary)

Contract value of work presently under construction: \$ 286,019,268

Average annual contract value of construction work last three years: \$ 123,639,130

Total bonding capacity: \$ 600,000,000

Value of work presently bonded: \$ 149,803,495

Bonding Company: Zurich Insurance  
Address: 4 World Trade Center

150 Greenwich Street, New York, NY 10007

Insurance Agent: Alliant Insurance Services, Inc  
Address: 67 Walnut Avenue, Suite 406, Clark, NJ 07066

Phone: (732) 388-3627

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

Concrete Paving      Demo  
Bridge                MOT  
Clearing              Drainage  
Earthwork  
Stabilization  
Road Base

(Attach additional sheet(s) if necessary)

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

Clearing                Concrete Paving  
Drainage              Demolition  
Earthwork             MOT  
Stabilization  
Road Base  
Bridge

(Attach additional sheet(s) if necessary)



Total employees employed by firm: "See attached EEO report"

Engineers & Design Professionals	_____	Estimators	_____
CPM Schedulers	_____	Tradesmen	_____
Project Managers	_____	Purchasing Agents	_____
Superintendents	_____	Other(Describe)	_____
			_____
			_____

In-House Engineering or fabrication capability: Yes

Fabricating floor area (square feet): N/A

Value of capital equipment owned by firm: \$ 43,800,000

Bank references and addresses:

JP Morgan Bank, Marcel Diaz, 80 SW 8th Street, Suite 100, Miami, FL 33130. (305) 374-8370  
Wells Fargo Bank, Angela Miller, 333 SE 2nd Avenue, 22nd Floor, Miami, FL 33131. (305) 929-6758  
Citi Commercial Bank, 1401 W. Commercial Blvd. #170, Fort Lauderdale, FL 33309 (954) 958-8200  
Branch Banking & Trust, Brian SanMiguel, 1200 Brickell Avenue, 11th floor, Miami, FL 33131 (305) 523-1835  
Unicredit Global Services, David Forasier, 150 East 42nd Street, New York, NY 10017 (212) 672-6227

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
<u>"See attached completed projects"</u>	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

(Attach additional sheet(s) if necessary)



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

No

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(Attach additional sheet(s) if necessary)

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

No

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(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.

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(Attach additional sheet(s) if necessary)

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

"See attached Litigation Detail"

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(Attach additional sheet(s) if necessary)

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

"See attached Litigation Detail"

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(Attach additional sheet(s) if necessary)

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

"See attached Litigation Detail"  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Attach additional sheet(s) if necessary)

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

"See attached Litigation Detail, Item 3"  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Attach additional sheet(s) if necessary)

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

No.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Attach additional sheet(s) if necessary)

Is the firm in compliance with all EEO requirements? Yes

List three most significant projects presently under construction:

Project and Location	Design Professional	Contract with (Firm, Address, Person, Phone)	Amount	Date Completed
"See attached ongoing projects list"	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

(Attach additional sheet(s) if necessary)

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

Mike Hill, Tampa Area Manager, mhill@glfusa.com, (813) 374-9202

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

Name	Title	Experience in this type of work (years)	Area of Responsibility
<u>Austin Gross</u>	<u>Project Manager</u>	<u>                    </u>	<u>                    </u>
<u>Curtis Morey</u>	<u>Project Superintendent</u>	<u>                    </u>	<u>                    </u>
<u>                    </u>	<u>                    </u>	<u>                    </u>	<u>                    </u>
<u>                    </u>	<u>                    </u>	<u>                    </u>	<u>                    </u>
<u>                    </u>	<u>                    </u>	<u>                    </u>	<u>                    </u>

(Attach additional sheet(s) if necessary)

**ENCLOSE A COPY OF LATEST FINANCIAL STATEMENT.**

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

Type of firm:

Corporation:   X    
Partnership:                       
Sole Proprietorship:                     

Name:   Francesco Senis    
Signature:   *Francesco Senis*    
Title:   President & CEO    
Date:   April 3, 2019  

END OF SECTION

SECTION 00421 - SCRUTINIZED COMPANY CERTIFICATION

This certification is required pursuant to Florida Statute Section 287.135.

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

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

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

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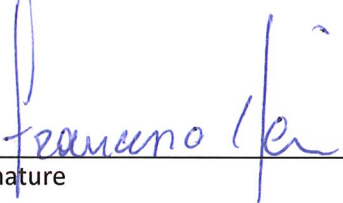
Company: GLF Construction Corporation FID or EIN No.: 65-0394050

Address: 1428 Brickell Avenue, Suite 700 City/State/Zip: Miami, Florida 33131

I, Francesco Senis, as a representative of GLF of Construction Corporation

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

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

	<u>President &amp; CEO</u>
Signature	Title
<u>Francesco Senis</u>	<u>April 3, 2019</u>
Printed Name	Date

END OF SECTION

SECTION 00422 - E-VERIFY CERTIFICATION

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

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.

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Company: GLF Construction Corporation FID or EIN No.: 65-0394050

Address: 1428 Brickell Avenue, Suite 700 City/State/Zip: Miami, Florida 33131

I, Francesco Senis, as a representative of GLF Construction Corporation,  
certify and affirm that this company will comply with the E-Verification requirements of Executive Order  
Number 11-116.

Francesco Senis President & CEO  
Signature Title

Francesco Senis April 3, 2019  
Printed Name Date

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

END OF SECTION



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

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

Signed: Francesco Senis

Witnessed By: [Signature]

Name: Francesco Senis, President & CEO

Date: April 3, 2019

For and on behalf of : GLF Construction Corporation  
[ Bidder's Name ]

END OF SECTION

SECTION 00430 - SUBCONTRACTORS LIST

THIS SUBCONTRACTORS LIST IS REQUIRED FOR SUBMISSION WITH BID DOCUMENTS.

This list is attached to and is made an integral part of Bid submitted by: (Bidder to insert full name and address)

GLF Construction Corporation  
1428 Brickell Avenue, Suite 700  
Miami, Florida 33131

For the construction of:

**NEW TAXIWAY A AND BRIDGE  
AUTHORITY NO. 8825 18**

**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
<u>Bridge subcontractor</u>	<u>Self perform</u>
<u>Rebar subcontractor</u>	<u>Shelby Erectors</u>
	<u>4575 Oakes Rd., Davie, FL 33314</u>
	<u>954-275-3123</u>
<u>Concrete paving subcontractor</u>	<u>Self Perform</u>



SUBCONTRACT

NAME, ADDRESS AND PHONE  
NUMBER OF SUBCONTRACTOR

Asphalt paving subcontractor

Preferred Materials

5701 E. Hillsborough Avenue, Suite 1122  
Tampa, Florida 33610  
813-612-5740

Concrete sawing and coring subcontractor

Landmark Civil

5578 Commercial Blvd. Winter Haven, FL 33880  
863-967-3992

Truck hauling

Jason's Hauling 813-872-8440

Dan Mullin's 813-620-4019

Florida Native Nursery 813-754-1900

Aggregate suppliers

Cemex

3355 East Industry Road, Cocoa, FL 32926  
(800) 767-0608 or (321) 690-1742

Roadway Maintenance of Traffic

Self perform.

Airfield Electrical subcontractor

H.L. Pruitt

501 Wade Street, Winter Springs, FL 32708  
(407) 327-3848

Electrical subcontractor

H.L. Pruitt

501 Wade Street, Winter Springs, FL 32708  
(407) 327-3848

Earthwork subcontractor

Self Perform.

Drainage pipe and structure subcontractor

Self Perform.

Survey subcontractor

Hyatt Survey

2012 Lena Road, Bradenton, FL 34211  
941-748-4693

Testing Laboratory

TTCS

1212 N. 39th Street, Suite 400, Tampa, FL 33605  
(813) 871-2000

Airfield Marking subcontractor

McShea

508 Owen Ave. North, Lehigh Acres, FL 33971  
239-368-5200

Fencing subcontractor

Self perform.

Sod subcontractor

Unlimited Turf

850 NW Federal Highway, Ste 170, Stuart, FL 34994  
(863) 357-5700

Concrete pavement sawing and sealing subcontractor

Landmark Civil

5578 Commercial Blvd. Winter Haven, FL 33880

Utility subcontractor

Self Perform

**OTHERS**

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

The Bidder declares that it has fully investigated each subcontractor listed, has received and has in its files evidence that each subcontractor maintains a fully equipped organization capable, technically and financially, of performing the pertinent Work, and that Bidder has performed similar installations in a satisfactory manner. The Bidder further declares that it will not change any of these designated subcontractors for Work under this Contract without Owner's written permission.

In witness thereof, the Bidder has hereunto set its signature and affixed its seal this 3rd day of April, 2019.

By: GLF Construction Corporation  
Name of Bidder  
Francesco Senis  
(Signature\*)  
Title: Francesco Senis, President & CEO

\* Must be same signature on Bid Form.

END OF SECTION

## SECTION 00440 - BIDDER'S SELECTION OF PAYMENT METHOD

The Authority offers suppliers the option of receiving payments via ePayables or via Automated Clearing House (ACH).

A. Bidder has the option to receive payments utilizing an ePayables solution during the entire term of this Contract 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:

1. ePayables: (Choose only one on this category)
- ePayables with Authority Reverse Discount.
- ePayables under the Large Ticket Vendor Program.

OR

2. ACH:
- Bidder would like to receive payments via ACH.

Please provide name and contact information for Bidder's Accounts Receivable Representative that will be responsible for invoicing the Authority during the term of this Contract.

Name: Francesco Senis

Title: President & CEO

Office Mailing Address: 1428 Brickell Avenue, Suite 700

City: Miami

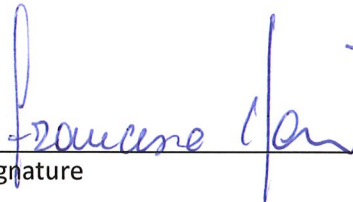
State: FL

Zip Code: 33131

Phone: (305) 371-5228 Ext: 3401

Fax: (305) 371-9201

Email: tegarcia@glfusa.com

  
Signature

President & CEO  
Title

Francesco Senis  
Printed Name

April 3, 2019  
Date

END OF SECTION



GLF License

RICK SCOTT, GOVERNOR



JONATHAN ZACHEM, SECRETARY



**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**  
**CONSTRUCTION INDUSTRY LICENSING BOARD**

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

**SENIS, FRANCESCO**

GLF CONSTRUCTION CORPORATION  
1428 BRICKELL AVENUE  
SUITE 700  
MIAMI FL 33131

**LICENSE NUMBER: CGC059669**

**EXPIRATION DATE: AUGUST 31, 2020**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)



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## SECTION 00500 - AWARD OF CONTRACT AND EXECUTION OF CONTRACT BONDS

### 1.01 CONSIDERATION OF BIDS

- A. After the Bids are publicly opened and read, they will be compared on the basis of the summation of the products obtained by multiplying the estimated quantities shown in Section 00340 - BID SCHEDULE by the Unit Bid Prices in Section 00340 - BID SCHEDULE.
1. An estimate of quantities of Work to be performed and materials to be furnished under these Specifications is given in Section 00340 - BID SCHEDULE of the Bids. It is the result of careful calculations and is believed to be correct. It is given only as a basis for comparison of Bids and the award of the Contract. The Owner does not expressly or impliedly agree that the actual quantities involved will correspond exactly therewith; nor will the Bidder plead misunderstanding or deception because of such estimates of quantities, or of the character, location, or other conditions pertaining to the Work. Payment to the Contractor will be made only for the actual quantities of Work performed or materials furnished in accordance with the Drawings and Specifications. It is understood that the quantities may be increased or decreased as hereinafter provided in SECTION 00700, GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, Paragraph 7.01, without in any way invalidating the Unit Bid Prices.
- B. Until the award of a Contract is made, the Owner reserves the right to reject a Bidder's Bid if the Bid is irregular as specified in Subsection 1.12 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.

END OF SECTION

SECTION 00510 - CONTRACT

This **CONTRACT** is made and entered into this 2<sup>nd</sup> day of May, 2019, by and between GLF Construction Corporation, hereinafter designated as the **Contractor**, and the **Hillsborough County Aviation Authority**, Tampa, Florida, hereinafter referred to as the **Owner**.

WITNESSETH:

CONTRACTOR, agrees with the Owner to the following:

1. THAT THE CONTRACTOR will provide the materials and labor specified and perform, in a first class manner, all Work in connection with the **NEW TAXIWAY A AND 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, **NEW TAXIWAY A AND BRIDGE** and dated **FEBRUARY 11, 2019**.

DRAWINGS entitled **NEW TAXIWAY A AND BRIDGE** and dated **FEBRUARY 2019**.

ADDENDUM numbered 1 to 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 **660** 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 Forty Three Million Six Hundred Seventy Eight Thousand Nine Hundred Thirty Eight and Sixty Eight One Hundredth Dollars (U. S.) (\$43,678,938.68) for the Work in accordance with the Contractor's listed unit prices and lump sums specified for the various items in the bid tabulation, acknowledged by the Contractor, and included as Attachment 1. Payments will be based solely on the unit prices and lump sums listed in Attachment 1 for the Work actually performed rather than the sums for the items specified in Attachment 1 which are based upon estimated quantities. Payments will be made upon presentation of the proper certificates to the Owner and upon terms set forth in the Contract Documents.

4. It is mutually agreed between the parties hereto that time is of the essence of this Contract, and in the event the Work has not achieved Substantial Completion by the completion date(s) or within the days herein specified, it is agreed that from any money due or to become due the Contractor or its surety, the Owner may retain the sum of Six Thousand and No One-Hundredth Dollars (\$6,000) per day, for each day thereafter, Sundays and holidays included, that the Work remains incomplete, not as a penalty but as liquidation of a reasonable portion of damages that will be incurred by the Owner by failure of the Contractor to complete the Work within the time(s) stipulated. The Parties agree that assessment of actual damages at the time this Contract is made is uncertain. The parties agree that the sum of \$6,000 per day is reasonable. The parties agree that the liquidated damages described in this paragraph are solely for delay and loss of use.

5. It is further mutually agreed between the parties hereto that if, at any time after the execution of this Contract (including the various guarantee periods thereunder) and the Bonds hereto attached, the Owner will reasonably deem the surety or sureties of such Bond or Bonds to be unsatisfactory, or if,

for any reason, such Bond or Bonds cease to be adequate to cover the performance of the work or the prompt payment for said labor, materials, supplies and services, the Contractor will, at its own expense within five 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. Preference to Florida State Residents: Contractor will give preference to the employment of state residents in the performance of the Work on this Project if state residents have substantially equal qualifications to those of non-residents. The term "substantially equal qualifications" means the qualifications of two or more persons among whom the Contractor cannot make a reasonable determination that the qualifications held by one person are better suited for the position than the qualifications held by the other person or persons. If required to employ state residents, Contractor must contact the Agency for Workforce Innovation to post the Contractor's employment needs in the state's job bank system.

7. 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, liens, 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, 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 or ordinance;
6. infringement of any patent, copyright, trademark, trade dress or trade secret rights; and/or
7. contamination of the soil, groundwater, surface water, storm water, air or the environment by fuel, gas, chemicals or any other substance deemed by the Environmental Protection Agency or other regulatory agency to be an environmental contaminant.

by the Contractor or the Contractor's officers, employees, agents, volunteers, subcontractors, invitees, or any other person directly or indirectly employed or utilized by the Contractor, regardless of whether 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 of 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, liens, 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
7. contamination of the soil, groundwater, surface water, storm water, air or the environment by fuel, gas, chemicals or any other substance deemed by the Environmental Protection Agency or other regulatory agency to be an environmental contaminant.

by the Contractor or the Contractor's officers, employees, agents, volunteers, subcontractors, invitees, or any other person directly or indirectly employed or utilized by the Contractor regardless of whether it is caused in part by the 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 7A-G or any part of Paragraphs 7A-G is deemed to conflict in any way with any law, the Paragraph or part of the Paragraph will be considered modified by such law to remedy the conflict.

8. 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.

9. This Contract will be terminated in accordance with Florida Statute Section 287.135 if it is found that the Contractor submitted a false Scrutinized Company Certification as provided in Florida Statute Section 287.135(5) or has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, or is engaged in business operations in Cuba or Syria. The termination will be subject to the dollar amount limitations included in the respective Florida Statute.

10. 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, [ADMCENTRALRECORDS@TAMPAAIRPORT.COM](mailto:ADMCENTRALRECORDS@TAMPAAIRPORT.COM), 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.

11. Press releases or other specialized publicity documents, including the Contractor's advertising news bulletins, which are related to this Contract and are intended by the Contractor for the press, broadcasting, or television, will be drawn up in consultation with the Owner. Except as otherwise required by law or regulation, the Contractor will not release or distribute any materials or information relating to this Contract or containing the name of the Owner or any of its employees or Board Members without prior written approval by an authorized representative of the Owner. Contractor shall require all consultants, subcontractors and suppliers of any tier to comply with this paragraph.

12. 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."

13. Nondiscrimination

- A. The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of this Contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

B. 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.

- C. 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).

D. 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.

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IN WITNESS WHEREOF, the parties hereto have set their hands and corporate seals by their proper officers, duly authorized to do so;

By the Contractor this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

ATTEST:

**GLF CONSTRUCTION CORPORATION**

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Print Name

\_\_\_\_\_

Print Address

\_\_\_\_\_

\_\_\_\_\_

Signed, sealed, and delivered  
in the presence of:

\_\_\_\_\_

Witness

\_\_\_\_\_

Print Name

\_\_\_\_\_

Witness

\_\_\_\_\_

Print Name

**Notary for GLF Construction Corporation**

**STATE OF** \_\_\_\_\_

**COUNTY OF** \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 201\_\_  
by \_\_\_\_\_ in the capacity of \_\_\_\_\_, of

\_\_\_\_\_ a \_\_\_\_\_

(Name of organization or company, if any) (Corporation / Partnership / Sole Proprietor / Other)

on \_\_\_\_\_ behalf. \_\_\_\_\_

(Its / His / Her) (They are / He is / She is) (Personally known to me / not personally known to me)

\_\_\_\_\_ and \_\_\_\_\_ take an oath.

and has produced the following document of identification) (they / he / she) (did / did not)

(Seal of Notary)

\_\_\_\_\_

Signature of Notary

By the Authority this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

**HILLSBOROUGH COUNTY AVIATION AUTHORITY**

*(Affix Corporate Seal)*

By: \_\_\_\_\_  
Robert I. Watkins, Chairman

**ATTEST:**

\_\_\_\_\_  
Lesley "Les" Miller, Jr., Secretary

Signed, sealed, and delivered  
in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

**LEGAL FORM APPROVED AS TO FORM FOR  
LEGAL SUFFICIENCY:**

By: \_\_\_\_\_  
Michael T. Kamprath, Assistant General Counsel

**Notary for Hillsborough County Aviation Authority**

**STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 201\_\_,  
by Robert I. Watkins, in the capacity of Chairman, and by Lesley "Les" Miller, Jr., in the capacity of  
Secretary, Hillsborough County Aviation Authority, a public body corporate under the laws of the State of  
Florida, on its behalf. They are personally known to me and they did not take an oath.

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Print, Type, or Stamp Commissioned Name of  
Notary

END OF SECTION

**ATTACHMENT 1. BID TABULATION**

BID ITEM NO.	ITEM DESCRIPTION	UNITS	BID QUANTITY	UNIT PRICE (NUMBERS)	UNIT PRICE (WORDS)	TOTAL PRICE
<b>BASE BID SCHEDULE</b>						
<b>GENERAL</b>						
C-100-1	CONTRACTOR QUALITY CONTROL PROGRAM (CQCP)	LS	1	\$600,000.00	Six Hundred Thousand Dollars and No Cents	\$600,000.00
C-102-1	INSTALLATION AND REMOVAL OF SILT FENCE	LF	10,000	\$2.00	Two Dollars and No Cents	\$20,000.00
C-102-2	INSTALLATION AND REMOVAL OF INLET / MANHOLE PROTECTION	EA	60	\$200.00	Two Hundred Dollars and No Cents	\$12,000.00
C-102-3	INSTALLATION AND REMOVAL OF FLOATING TURBIDITY BARRIER	LF	130	\$40.00	Forty Dollars and No Cents	\$5,200.00
C-102-4	TEMPORARY EROSION AND POLLUTION CONTROL	LS	1	\$325,000.00	Three Hundred Twenty Five Thousand Dollars and No Cents	\$325,000.00
C-105-1	MOBILIZATION AND GENERAL CONDITIONS	LS	1	\$3,800,000.00	Three Million Eight Hundred Thousand Dollars and No Cents	\$3,800,000.00
C-105-2	MAINTENANCE OF TRAFFIC (AIRFIELD)	LS	1	\$650,000.00	Six Hundred Fifty Thousand Dollars and No Cents	\$650,000.00
C-105-3	PROJECT SURVEY AND STAKEOUT	LS	1	\$700,000.00	Seven Hundred Thousand Dollars and No Cents	\$700,000.00
C-105-4	TEMPORARY CONSTRUCTION ITEMS	LS	1	\$200,000.00	Two Hundred Thousand Dollars and No Cents	\$200,000.00
C-105-5	CONTRACTOR PROLOG UTILIZATION	LS	1	\$40,000.00	Forty Thousand Dollars and No Cents	\$40,000.00
M-104-1	SAFETY AND SECURITY	LS	1	\$300,000.00	Three Hundred Thousand Dollars and No Cents	\$300,000.00
M-106-1	ENGINEER'S FIELD OFFICE	LS	1	\$75,000.00	Seventy Five Thousand Dollars and No Cents	\$75,000.00
1020-1	OWNER'S ALLOWANCE	AL	1	\$500,000.00	Five Hundred Thousand Dollars and No Cents	\$500,000.00
<b>DEMOLITION</b>						
P-101-5.1	REMOVAL OF TEMPORARY AND PERMANENT PAVEMENT MARKINGS	SF	100,000	\$2.00	Two Dollars and No Cents	\$200,000.00
P-101-5.2	BITUMINOUS PAVEMENT DEMOLITION & BASE REMOVAL, VARIABLE THICKNESS (ROADWAY)	SY	3,600	\$4.00	Four Dollars and No Cents	\$14,400.00
P-101-5.3	BITUMINOUS PAVEMENT DEMOLITION & BASE REMOVAL, VARIABLE THICKNESS (AIRFIELD)	SY	30,000	\$6.00	Six Dollars and No Cents	\$180,000.00
P-101-5.4	BITUMINOUS PAVEMENT MILLING (+/-2")	SY	3,500	\$3.00	Three Dollars and No Cents	\$10,500.00
P-101-5.5	PCC PAVEMENT DEMOLITION, FULL DEPTH, VARIABLE THICKNESS	SY	24,000	\$12.00	Twelve Dollars and No Cents	\$288,000.00
P-101-5.6	PCC SLOPED PAVEMENT REMOVAL	SY	1,100	\$12.00	Twelve Dollars and No Cents	\$13,200.00
P-101-5.7	REMOVE EXISTING RIPRAP	SY	400	\$15.00	Fifteen Dollars and No Cents	\$6,000.00
P-101-5.8	RCP REMOVAL (15" to 36")	LF	200	\$25.00	Twenty Five Dollars and No Cents	\$5,000.00
P-101-5.9	RCP REMOVAL (42" to 54")	LF	214	\$45.00	Forty Five Dollars and No Cents	\$9,630.00
P-101-5.10	MITERED END SECTION REMOVAL	EA	2	\$800.00	Eight Hundred Dollars and No Cents	\$1,600.00
P-101-5.11	INLET/MANHOLE REMOVAL	EA	5	\$450.00	Four Hundred Fifty Dollars and No Cents	\$2,250.00
P-101-5.12	TRIPLE 48" ENDWALL REMOVAL	EA	1	\$6,000.00	Six Thousand Dollars and No Cents	\$6,000.00
P-101-5.13	VALLEY GUTTER REMOVAL	LF	180	\$10.00	Ten Dollars and No Cents	\$1,800.00
<b>EARTHWORK</b>						
P-151-1	CLEARING AND GRUBBING	AC	0.60	\$450,000.00	Four Hundred Fifty Thousand Dollars and No Cents	\$270,000.00
P-152-4.1	UNCLASSIFIED EXCAVATION	CY	23,728	\$12.00	Twelve Dollars and No Cents	\$284,736.00
P-152-4.2	BORROW EXCAVATION OFF-SITE	CY	178,811	\$25.00	Twenty Five Dollars and No Cents	\$4,470,275.00
P-152-4.3	BORROW EXCAVATION ON-SITE	CY	5,000	\$12.00	Twelve Dollars and No Cents	\$60,000.00
P-152-4.4	MUCK EXCAVATION	CY	900	\$16.00	Sixteen Dollars and No Cents	\$14,400.00
P-152-4.5	UNSUITABLE EXCAVATION	CY	500	\$16.00	Sixteen Dollars and No Cents	\$8,000.00
<b>AIRFIELD PAVEMENT</b>						
P-211-5.1	LIME ROCK BASE COURSE (AIRFIELD - SHOULDER) 6" THICK	SY	40,000	\$12.00	Twelve Dollars and No Cents	\$480,000.00
P-212-5.1	SHELL BASE COURSE (UNDER BRIDGE) 6" THICK	SY	6,600	\$12.00	Twelve Dollars and No Cents	\$79,200.00
P-306-8.1	LEAN CONCRETE BASE COURSE (6")	SY	57,000	\$33.00	Thirty Three Dollars and No Cents	\$1,881,000.00
P-403-8.1	ASPHALT MIXTURE SURFACE COURSE (AIRFIELD SHOULDERS)	TN	9,100	\$110.00	One Hundred Ten Dollars and No Cents	\$1,001,000.00
P-501-8.1	PORTLAND CEMENT CONCRETE PAVEMENT, NON-REINFORCED (17" THICK)	SY	42,000	\$112.00	One Hundred Twelve Dollars and No Cents	\$4,704,000.00
P-501-8.2	PORTLAND CEMENT CONCRETE PAVEMENT, REINFORCED (17" THICK)	SY	11,000	\$130.00	One Hundred Thirty Dollars and No Cents	\$1,430,000.00
P-501-8.3	PORTLAND CEMENT CONCRETE PAVEMENT, THICKENED EDGE, REINFORCED AND NON-REINFORCED (17" THICK)	SY	4,600	\$130.00	One Hundred Thirty Dollars and No Cents	\$598,000.00
P-608-8.1	EMULSIFIED ASPHALT SLURRY SEAL	SY	35,000	\$2.00	Two Dollars and No Cents	\$70,000.00

**ATTACHMENT 1, BID TABULATION**

BID ITEM NO.	ITEM DESCRIPTION	UNITS	BID QUANTITY	UNIT PRICE (NUMBERS)	UNIT PRICE (WORDS)	TOTAL PRICE
<b>PAVEMENT MARKINGS</b>						
P-620-5.1	RUNWAY AND TAXIWAY MARKING (YELLOW WITH GLASS BEADS)	SF	45,000	\$2.00	Two Dollars and No Cents	\$90,000.00
P-620-5.2	RUNWAY AND TAXIWAY MARKING (BLACK - NO BEADS)	SF	50,000	\$2.00	Two Dollars and No Cents	\$100,000.00
P-620-5.3	RUNWAY AND TAXIWAY PAINTING (SURFACE PAINTED HOLD SIGNS)	EA	12	\$3,500.00	Three Thousand Five Hundred Dollars and No Cents	\$42,000.00
<b>ROADWAY</b>						
102-1	MAINTENANCE OF TRAFFIC (ROADWAY)	LS	1	\$830,000.00	Eight Hundred Thirty Thousand Dollars and No Cents	\$830,000.00
160-4	TYPE B STABILIZATION (MIN. LBR 40) (12")	SY	7,600	\$6.00	Six Dollars and No Cents	\$45,600.00
285-710	OPTIONAL BASE GROUP 06 (LBR 100)	SY	7,600	\$12.00	Twelve Dollars and No Cents	\$91,200.00
327-70-12	MILLING EXISTING ASPHALT PAVEMENT (2" AVG. DEPTH)	SY	3,500	\$3.00	Three Dollars and No Cents	\$10,500.00
334-2-25	SUPERPAVE ASPH CONC, TRAFFIC B, (SP-9.5)	TN	1,500	\$110.00	One Hundred Ten Dollars and No Cents	\$165,000.00
334-2-25-A	SUPERPAVE ASPH CONC, TRAFFIC B, (SP-9.5) OVERBUILD	TN	200	\$110.00	One Hundred Ten Dollars and No Cents	\$22,000.00
520-5-4	TRAFFIC SEPARATOR CONCRETE-TYPE I, 8" TALL, 2' WIDE	LF	65	\$55.00	Fifty Five Dollars and No Cents	\$3,575.00
700-20	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	AS	16	\$500.00	Five Hundred Dollars and No Cents	\$8,000.00
706-3	RETRO-REFLECTIVE/RAISED PAVEMENT MARKERS	EA	231	\$20.00	Twenty Dollars and No Cents	\$4,620.00
710-11-101	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 6"	GM	1.15	\$1,500.00	One Thousand Five Hundred Dollars and No Cents	\$1,718.18
710-11-102	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 8"	GM	0.04	\$2,500.00	Two Thousand Five Hundred Dollars and No Cents	\$100.00
710-11-123	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 12"	LF	180	\$3.00	Three Dollars and No Cents	\$540.00
710-11-124	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, 18"	LF	252	\$4.50	Four Dollars and Fifty Cents	\$1,134.00
710-11-125	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 24"	LF	190	\$6.00	Six Dollars and No Cents	\$1,140.00
710-11-131	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SKIP, 10-30, 6"	GM	0.05	\$7,500.00	Seven Thousand Five Hundred Dollars and No Cents	\$375.00
710-11-141	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, 2-4 DOTTED GUIDELINE, 6"	GM	0.04	\$7,500.00	Seven Thousand Five Hundred Dollars and No Cents	\$300.00
710-11-160	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, MESSAGE	EA	6	\$550.00	Five Hundred Fifty Dollars and No Cents	\$3,300.00
710-11-170	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, ARROWS	EA	2	\$550.00	Five Hundred Fifty Dollars and No Cents	\$1,100.00
710-11-180	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, YIELD LINE	LF	44	\$10.00	Ten Dollars and No Cents	\$440.00
710-11-201	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID, 6"	GM	1.00	\$5,500.00	Five Thousand Five Hundred Dollars and No Cents	\$5,500.00
710-11-224	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID, 18"	LF	345	\$4.50	Four Dollars and Fifty Cents	\$1,552.50
710-11-231	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SKIP, 6"	GM	0.07	\$7,500.00	Seven Thousand Five Hundred Dollars and No Cents	\$525.00
710-11-290	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, TRAFFIC SEPARATOR	SF	130	\$3.00	Three Dollars and No Cents	\$390.00

**ATTACHMENT 1. BID TABULATION**

BID ITEM NO.	ITEM DESCRIPTION	UNITS	BID QUANTITY	UNIT PRICE (NUMBERS)	UNIT PRICE (WORDS)	TOTAL PRICE
<b>FENCING</b>						
F-162-5.1	7-FT GALVANIZED CHAIN LINK FENCE WITH 1-FT BARBED WIRE, INCLUDING ALL GROUNDING, FENCE SIGNAGE, NO. 57 STONE, SOIL STERILANT, AND ALL OTHER APPURTENANCES REQUIRED FOR A COMPLETE FENCE	LF	5,200	\$45.00	Forty Five Dollars and No Cents	\$234,000.00
F-162-5.2	SWING GATE (16 FT OPENING), INCLUDING ALL GROUNDING, GATE SIGNAGE, AND ALL OTHER APPURTENANCES REQUIRED FOR A COMPLETE GATE	EA	1	\$5,500.00	Five Thousand Five Hundred Dollars and No Cents	\$5,500.00
F-162-5.3	SWING GATE (24 FT OPENING), INCLUDING ALL GROUNDING, GATE SIGNAGE, AND ALL OTHER APPURTENANCES REQUIRED FOR A COMPLETE GATE	EA	3	\$6,000.00	Six Thousand Dollars and No Cents	\$18,000.00
F-162-5.4	SWING GATE (28 FT OPENING), INCLUDING ALL GROUNDING, GATE SIGNAGE, AND ALL OTHER APPURTENANCES REQUIRED FOR A COMPLETE GATE	EA	2	\$6,500.00	Six Thousand Five Hundred Dollars and No Cents	\$13,000.00
F-162-5.5	ELECTRONIC GATE, DUAL LEAF, 15 FT CLEAR OPENINGS, INCLUDING GATE OPERATORS, BOLLARDS, ALL GROUNDING, GATE SIGNAGE, AND ALL OTHER APPURTENANCES REQUIRED FOR A COMPLETE GATE	EA	2	\$50,000.00	Fifty Thousand Dollars and No Cents	\$100,000.00
<b>DRAINAGE/SOD</b>						
D-701-5.1	15" RCP, Class III	LF	344	\$110.00	One Hundred Ten Dollars and No Cents	\$37,840.00
D-701-5.2	18" RCP, Class III	LF	464	\$110.00	One Hundred Ten Dollars and No Cents	\$51,040.00
D-701-5.3	30" RCP, CLASS III	LF	72	\$150.00	One Hundred Fifty Dollars and No Cents	\$10,800.00
D-701-5.4	30" RCP, CLASS V	LF	264	\$175.00	One Hundred Seventy Five Dollars and No Cents	\$46,200.00
D-701-5.5	36" RCP, CLASS III	LF	292	\$200.00	Two Hundred Dollars and No Cents	\$58,400.00
D-701-5.6	54" RCP, CLASS V	LF	1,128	\$450.00	Four Hundred Fifty Dollars and No Cents	\$507,600.00
D-705-5.1	UNDERDRAIN, (6" PERFORATED)	LF	7,500	\$20.00	Twenty Dollars and No Cents	\$150,000.00
D-705-5.2	UNDERDRAIN, (8" NON-PERFORATED)	LF	1,200	\$30.00	Thirty Dollars and No Cents	\$36,000.00
D-705-5.3	ELECTRICAL STRUCTURE DRAIN (4" NON-PERFORATED)	LF	1,200	\$20.00	Twenty Dollars and No Cents	\$24,000.00
D-705-5.4	INSTALL UNDERDRAIN CLEANOUT OR INSPECTION PORT	EA	50	\$1,500.00	One Thousand Five Hundred Dollars and No Cents	\$75,000.00
D-751-5.1	AIRCRAFT RATED MANHOLE FOR TRIPLE 54" RCP	EA	1	\$125,000.00	One Hundred Twenty Five Thousand Dollars and No Cents	\$125,000.00
D-751-5.2	AIRCRAFT RATED MANHOLE	EA	1	\$30,000.00	Thirty Thousand Dollars and No Cents	\$30,000.00
D-751-5.3	AIRCRAFT RATED INLET	EA	1	\$25,000.00	Twenty Five Thousand Dollars and No Cents	\$25,000.00
D-751-5.4	VALLEY INLET (TYPE J)	EA	2	\$7,500.00	Seven Thousand Five Hundred Dollars and No Cents	\$15,000.00
D-751-5.5	FDOT INLET (TYPE F)	EA	9	\$5,000.00	Five Thousand Dollars and No Cents	\$45,000.00
D-752-5.1	HEADWALL TRIPLE 54"	EA	1	\$30,000.00	Thirty Thousand Dollars and No Cents	\$30,000.00
D-752-5.2	MITERED END SECTION 30" ROUND	EA	2	\$7,500.00	Seven Thousand Five Hundred Dollars and No Cents	\$15,000.00
D-752-5.3	MITERED END SECTION 36" ROUND	EA	1	\$7,500.00	Seven Thousand Five Hundred Dollars and No Cents	\$7,500.00
D-752-5.4	UNDERDRAIN OUTFALL STRUCTURE	EA	1	\$1,500.00	One Thousand Five Hundred Dollars and No Cents	\$1,500.00
D-752-5.5	EXISTING STRUCTURE MODIFICATION (XS-B4)	EA	1	\$50,000.00	Fifty Thousand Dollars and No Cents	\$50,000.00
D-752-5.6	EXISTING STRUCTURE MODIFICATION (XS-B5)	EA	1	\$50,000.00	Fifty Thousand Dollars and No Cents	\$50,000.00
D-752-5.7	EXISTING STRUCTURE MODIFICATION (XS-B33)	EA	1	\$55,000.00	Fifty Five Thousand Dollars and No Cents	\$55,000.00
D-752-5.8	NEW 18" RCP CONNECTION TO EXISTING BOX CULVERT	EA	1	\$5,000.00	Five Thousand Dollars and No Cents	\$5,000.00
<b>D-752-5.9</b>	<b>CONTROL STRUCTURE WEIR MODIFICATIONS</b>	<b>EA</b>	<b>2</b>	<b>\$4,500.00</b>	<b>Four Thousand Five Hundred Dollars and No Cents</b>	<b>\$9,000.00</b>
D-753-5.1	6" THICK FABRIC FORM MAT	SY	750	\$55.00	Fifty Five Dollars and No Cents	\$41,250.00
D-754-5.1	CONCRETE VALLEY GUTTER	LF	1,400	\$20.00	Twenty Dollars and No Cents	\$28,000.00
D-754-5.2	CONCRETE SLOPE PAVEMENT	SF	320	\$10.00	Ten Dollars and No Cents	\$3,200.00
T-904-5.1	SODDING	SY	160,000	\$2.80	Two Dollars and Eighty Cents	\$448,000.00

**ATTACHMENT 1. BID TABULATION**

BID ITEM NO.	ITEM DESCRIPTION	UNITS	BID QUANTITY	UNIT PRICE (NUMBERS)	UNIT PRICE (WORDS)	TOTAL PRICE
<b>AIRFIELD ELECTRICAL</b>						
L-105-1	REMOVE EXISTING GUIDANCE SIGN AND BASE	EA	82	\$200.00	Two Hundred Dollars and No Cents	\$16,400.00
L-105-2	REMOVE EXISTING ELEVATED TAXIWAY EDGE LIGHT AND BASE	EA	130	\$100.00	One Hundred Dollars and No Cents	\$13,000.00
L-105-3	INTRUSION DETECTION SYSTEM REMOVAL	LS	1	\$10,000.00	Ten Thousand Dollars and No Cents	\$10,000.00
L-105-4	AIRFIELD ELECTRICAL DEMOLITION	LS	1	\$25,000.00	Twenty Five Thousand Dollars and No Cents	\$25,000.00
L-105-5	TEMPORARY AIRFIELD ELECTRICAL	LS	1	\$50,000.00	Fifty Thousand Dollars and No Cents	\$50,000.00
L-108-5.1	1/C, L-824C UNDERGROUND CABLE, NO. 8 AWG, 5KV (IN CONDUIT OR DUCT BANK)	LF	70,000	\$2.00	Two Dollars and No Cents	\$140,000.00
L-108-5.2	1/C, NO. 6 AWG, SOLID, BARE COUNTERPOISE WIRE, INSTALLED IN TRENCH, ABOVE THE DUCT BANK OR CONDUIT, INCLUDING GROUND RODS AND CONNECTORS	LF	40,000	\$2.00	Two Dollars and No Cents	\$80,000.00
L-109-7.1	L-829 CLASS 1, STYLE 1, FERRORESONANT CONSTANT CURRENT REGULATOR, WITH S-1 CUTOUT, 2.5KW	EA	1	\$20,000.00	Twenty Thousand Dollars and No Cents	\$20,000.00
L-109-7.2	L-829 CLASS 1, STYLE 1, FERRORESONANT CONSTANT CURRENT REGULATOR, WITH S-1 CUTOUT, 4KW	EA	1	\$20,000.00	Twenty Thousand Dollars and No Cents	\$20,000.00
L-109-7.3	EAST AIRFIELD LIGHTING VAULT MODIFICATIONS	LS	1	\$25,000.00	Twenty Five Thousand Dollars and No Cents	\$25,000.00
L-109-7.4	ALCS COORDINATION WITH VENDOR	LS	1	\$5,000.00	Five Thousand Dollars and No Cents	\$5,000.00
L-110-5.1	1 WAY, 2-INCH, SCH. 40, PVC CONDUIT, CONCRETE-ENCASED	LF	18,000	\$24.00	Twenty Four Dollars and No Cents	\$432,000.00
L-110-5.2	1 WAY, 2-INCH, SCH. 40, PVC CONDUIT, NON-CONCRETE-ENCASED	LF	7,000	\$8.00	Eight Dollars and No Cents	\$56,000.00
L-110-5.3	2 WAY, 4-INCH, SCH. 40, PVC CONDUIT, NON-CONCRETE-ENCASED	LF	4,000	\$16.00	Sixteen Dollars and No Cents	\$64,000.00
L-110-5.4	4 WAY, 4-INCH, CONCRETE-ENCASED DUCTBANK	LF	1,850	\$80.00	Eighty Dollars and No Cents	\$148,000.00
L-115-5.1	NEW ELECTRICAL HANDHOLES	EA	10	\$20,000.00	Twenty Thousand Dollars and No Cents	\$200,000.00
L-115-5.2	L-867D ELECTRICAL JUNCTION CAN	EA	20	\$600.00	Six Hundred Dollars and No Cents	\$12,000.00
L-115-5.3	ADJUST EXISTING ELECTRIC HANDHOLES	EA	6	\$600.00	Six Hundred Dollars and No Cents	\$3,600.00
L-115-5.4	ADJUST EXISTING FAA HANDHOLES	EA	12	\$1,200.00	One Thousand Two Hundred Dollars and No Cents	\$14,400.00
L-115-5.5	ADJUST EXISTING ELECTRIC MANHOLES	EA	2	\$4,000.00	Four Thousand Dollars and No Cents	\$8,000.00
L-119-5.1	NEW L-810 (L) OBSTRUCTION LIGHT MOUNTED ON NEW BRIDGE PARAPET	EA	6	\$1,500.00	One Thousand Five Hundred Dollars and No Cents	\$9,000.00
L-125-5.1	NEW MEDIUM INTENSITY, BASE-MOUNTED, ELEVATED TAXIWAY EDGE LIGHT, L-861T, IN NEW ASPHALT PAVEMENT	EA	165	\$2,000.00	Two Thousand Dollars and No Cents	\$330,000.00
L-125-5.2	NEW MEDIUM INTENSITY, BASE-MOUNTED, ELEVATED TAXIWAY EDGE LIGHT, L-861T, IN EXISTING ASPHALT PAVEMENT	EA	2	\$2,000.00	Two Thousand Dollars and No Cents	\$4,000.00
L-125-5.3	NEW MEDIUM INTENSITY, BASE-MOUNTED, ELEVATED TAXIWAY EDGE LIGHT, L-861T, IN NEW BRIDGE	EA	2	\$2,000.00	Two Thousand Dollars and No Cents	\$4,000.00
L-125-5.4	NEW L-868B LIGHT BASE CAN WITH 3/4 STEEL COVER FOR FUTURE L-852 C/D TAXIWAY CENTERLINE LIGHT	EA	120	\$2,000.00	Two Thousand Dollars and No Cents	\$240,000.00
L-125-5.5	L-858(L) SIGN – SINGLE/DOUBLE FACE, LED, SIZE 3, – 2 MODULE, INCLUDING NEW CONCRETE SIGN BASE, INSTALLED IN TURF OR ASPHALT	EA	18	\$5,500.00	Five Thousand Five Hundred Dollars and No Cents	\$99,000.00
L-125-5.6	L-858(L) SIGN – SINGLE/DOUBLE FACE, LED, SIZE 3, – 3 MODULE, INCLUDING NEW CONCRETE SIGN BASE, INSTALLED IN TURF OR ASPHALT	EA	65	\$8,000.00	Eight Thousand Dollars and No Cents	\$520,000.00
L-125-5.7	L-858(L) SIGN – SINGLE/DOUBLE FACE, LED, SIZE 3, – 4 MODULE, INCLUDING NEW CONCRETE SIGN BASE, INSTALLED IN TURF OR ASPHALT	EA	15	\$8,500.00	Eight Thousand Five Hundred Dollars and No Cents	\$127,500.00



**ATTACHMENT 1. BID TABULATION**

BID ITEM NO.	ITEM DESCRIPTION	UNITS	BID QUANTITY	UNIT PRICE (NUMBERS)	UNIT PRICE (WORDS)	TOTAL PRICE
L-125-5.8	CONSTRUCTION ASSOCIATED WITH AIRFIELD SIGNAGE REPLACEMENT PHASES, INCLUDING DEMOLITION OF CONDUIT, COUNTERPOISE, AND CONDUCTOR, CONSTRUCTION OF NEW CONDUIT, COUNTERPOISE AND CONDUCTOR, EXCAVATION, EMBANKMENT, SODDING, SUBGRADE, BASE COURSE, ASPHALT SURFACE, AND ANY OTHER INCIDENTALS REQUIRED TO COMPLETELY RESTORE AREAS IMPACTED BY SIGNAGE CONSTRUCTION	LS	1	\$10,000.00	Ten Thousand Dollars and No Cents	\$10,000.00
L-125-5.9	REMOVE AND STORE EXISTING SIGN AND REINSTALL EXISTING SIGN ON EXISTING OR NEW SIGN PAD	EA	16	\$750.00	Seven Hundred Fifty Dollars and No Cents	\$12,000.00
L-125-5.10	REMOVE EXISTING SIGN PANEL AND INSTALL NEW SIGN PANEL IN EXISTING SIGN	EA	41	\$750.00	Seven Hundred Fifty Dollars and No Cents	\$30,750.00
L-125-5.11	NEW CONCRETE SIGN PAD ONLY (SEE SIGN SCHEDULE)	EA	12	\$1,250.00	One Thousand Two Hundred Fifty Dollars and No Cents	\$15,000.00
L-125-5.12	NEW ISOLATION TRANSFORMER WITH CONNECTOR KIT IN EXISTING EDGE LIGHT	EA	25	\$1,250.00	One Thousand Two Hundred Fifty Dollars and No Cents	\$31,250.00
L-125-5.13	FIELD LIGHTING ARRESTOR	EA	17	\$550.00	Five Hundred Fifty Dollars and No Cents	\$9,350.00
L-125-5.14	REMOVE EXISTING TAXIWAY FIXTURE AND TRANSFORMER AND REPLACE WITH STEEL COVER	EA	2	\$250.00	Two Hundred Fifty Dollars and No Cents	\$500.00
<b>UTILITIES</b>						
1000-1	CONTRACTOR COORDINATION WITH UTILITIES	LS	1	\$25,000.00	Twenty Five Thousand Dollars and No Cents	\$25,000.00
1000-2	UTILITY DEMOLITION	LS	1	\$220,000.00	Two Hundred Twenty Thousand Dollars and No Cents	\$220,000.00
1000-5	REMOVE EXISTING SANITARY SEWER FORCE MAIN	LS	1	\$10,000.00	Ten Thousand Dollars and No Cents	\$10,000.00
1060-15	RAISE EXISTING SANITARY SEWER SEPTIC TANK CLEANOUT ACCESS	LS	1	\$10,000.00	Ten Thousand Dollars and No Cents	\$10,000.00
1060-16	REMOVE ABANDONED SANITARY SEWER SEPTIC TANK AND DRAINFIELD (BRAVO)	LS	1	\$10,000.00	Ten Thousand Dollars and No Cents	\$10,000.00
1050-42-201	1-1/4" IPS DR11 HDPE SANITARY FORCE MAIN INCLUDING ALL FITTINGS AND BENDS	LF	320	\$40.00	Forty Dollars and No Cents	\$12,800.00
1050-42-202	1-1/4" IPS DR11 HDPE SANITARY FORCE MAIN INCLUDING ALL FITTINGS AND BENDS (INSTALLED VIA HDD)	LF	140	\$40.00	Forty Dollars and No Cents	\$5,600.00
1050-51-206	6" DIP CLASS 350 WATER MAIN	LF	40	\$175.00	One Hundred Seventy Five Dollars and No Cents	\$7,000.00
1060-15-122	ADJUST HCAA/FRONTIER VAULT TO FINISHED GRADE	EA	4	\$2,500.00	Two Thousand Five Hundred Dollars and No Cents	\$10,000.00
1080-21-512	ADJUST WATER VALVE AND BOX TO PAVEMENT FINISHED GRADE	EA	1	\$1,250.00	One Thousand Two Hundred Fifty Dollars and No Cents	\$1,250.00
1080-23-112	12" X 6" TAPPING SLEEVE AND VALVE W/ BOX	EA	1	\$5,500.00	Five Thousand Five Hundred Dollars and No Cents	\$5,500.00
1644-126-08	FIRE HYDRANT ASSEMBLY W/ 6" GATE VALVE AND BOX	EA	1	\$7,500.00	Seven Thousand Five Hundred Dollars and No Cents	\$7,500.00
1644-800	FIRE HYDRANT, RELOCATE	EA	1	\$3,500.00	Three Thousand Five Hundred Dollars and No Cents	\$3,500.00
<b>ELECTRICAL</b>						
27 10 00-1	1W2" SCH. 40 PVC FIBER OPTIC DUCT	LF	220	\$20.00	Twenty Dollars and No Cents	\$4,400.00
27 10 00-2	2W2" SCH. 40 E ELECTRICAL DUCT	LF	1,250	\$30.00	Thirty Dollars and No Cents	\$37,500.00
27 10 00-3	FIBER OPTIC PULL BOXES	EA	6	\$2,500.00	Two Thousand Five Hundred Dollars and No Cents	\$15,000.00
27 10 00-4	24-STRAND SINGLE MODE FIBER OPTIC CABLE	LF	350	\$5.00	Five Dollars and No Cents	\$1,750.00
27 10 00-5	12-STRAND SINGLE MODE FIBER OPTIC CABLE	LF	1,600	\$5.00	Five Dollars and No Cents	\$8,000.00
28 13 00-1	ACCESS CONTROL EQUIPMENT, SOFTWARE, PROGRAMMING, AND WIRING AT NEW OR EXISTING ELECTRONIC GATE LOCATIONS	LS	1	\$55,000.00	Fifty Five Thousand Dollars and No Cents	\$55,000.00
28 20 00-1	NEW FIXED OUTDOOR RATED IP POE CAMERA, 1280X1080 RESOLUTION	EA	6	\$12,000.00	Twelve Thousand Dollars and No Cents	\$72,000.00
28 20 00-2	NEW OUTDOOR RATED IP POE PTZ CAMERA, 1920X1080 RESOLUTION	EA	2	\$25,000.00	Twenty Five Thousand Dollars and No Cents	\$50,000.00
28 20 00-3	CAMERA POLE	EA	3	\$5,500.00	Five Thousand Five Hundred Dollars and No Cents	\$16,500.00
630-2-111	1" CONDUIT, FURNISH & INSTALL, OPEN TRENCH	LF	1,474	\$20.00	Twenty Dollars and No Cents	\$29,480.00
630-2-11125	1-1/4" CONDUIT, FURNISH & INSTALL, OPEN TRENCH	LF	25	\$6.00	Six Dollars and No Cents	\$150.00
630-2-112	2" CONDUIT, FURNISH & INSTALL, OPEN TRENCH	LF	900	\$6.00	Six Dollars and No Cents	\$5,400.00
630-2-1175	3/4" CONDUIT, FURNISH & INSTALL, OPEN TRENCH	LF	500	\$5.00	Five Dollars and No Cents	\$2,500.00
630-2-14125	1-1/4" CONDUIT, FURNISH & INSTALL, ABOVEGROUND	LF	10	\$50.00	Fifty Dollars and No Cents	\$500.00

ATTACHMENT 1, BID TABULATION

BID ITEM NO.	ITEM DESCRIPTION	UNITS	BID QUANTITY	UNIT PRICE (NUMBERS)	UNIT PRICE (WORDS)	TOTAL PRICE
630-2-142	2" CONDUIT, FURNISH & INSTALL, ABOVEGROUND	LF	10	\$50.00	Fifty Dollars and No Cents	\$500.00

**ATTACHMENT 1, BID TABULATION**

BID ITEM NO.	ITEM DESCRIPTION	UNITS	BID QUANTITY	UNIT PRICE (NUMBERS)	UNIT PRICE (WORDS)	TOTAL PRICE
630-2-15	3/4" CONDUIT, FURNISH & INSTALL, BRIDGE MOUNT	LF	2,000	\$18.00	Eighteen Dollars and No Cents	\$36,000.00
630-2-30	1" CONDUIT, FURNISH & INSTALL, EMBEDDED IN CONCRETE BARRIER WALL	LF	1,000	\$20.00	Twenty Dollars and No Cents	\$20,000.00
635-2-14	PULL & SPLICE BOX, FURNISH & INSTALL, 36" X 36" COVER SIZE	EA	15	\$12,000.00	Twelve Thousand Dollars and No Cents	\$180,000.00
635-3-12	JUNCTION BOX, FURNISH & INSTALL, MOUNTED	EA	28	\$1,000.00	One Thousand Dollars and No Cents	\$28,000.00
639-6-3	ELECTRICAL POWER - TRANSFORMER, 15 KVA, THREE-PHASE 480 V PRIM. : 120/208 V SECO.	EA	1	\$3,000.00	Three Thousand Dollars and No Cents	\$3,000.00
639-6-4	ELECTRICAL POWER - TRANSFORMER, 1.5 KVA, SINGLE-PHASE 480 V PRIM. : 120/240 V SECO.	EA	1	\$2,000.00	Two Thousand Dollars and No Cents	\$2,000.00
639-6-5	ELECTRICAL POWER - TRANSFORMER, 1.5KVA, SINGLE-PHASE 277 V PRIM. : 120/240 V SECO.	EA	1	\$2,200.00	Two Thousand Two Hundred Dollars and No Cents	\$2,200.00
715-1-11	LIGHTING CONDUCTORS, F&I, INSULATED, NO. 10 OR LESS	LF	3,720	\$2.00	Two Dollars and No Cents	\$7,440.00
715-11-115	LUMINAIRE 'GW', FURNISH & INSTALL, TEMPORARY ROADWAY CONSTRUCTION, WALL MOUNT	EA	1	\$7,000.00	Seven Thousand Dollars and No Cents	\$7,000.00
715-11-142	LUMINAIRE 'C2', FURNISH & INSTALL, UNDER DECK, SURFACE MOUNT	EA	5	\$7,000.00	Seven Thousand Dollars and No Cents	\$35,000.00
715-11-143	LUMINAIRE 'C2N', FURNISH & INSTALL, UNDER DECK, SURFACE MOUNT	EA	4	\$7,000.00	Seven Thousand Dollars and No Cents	\$28,000.00
715-11-144	LUMINAIRE 'C4', FURNISH & INSTALL, UNDER DECK, SURFACE MOUNT	EA	2	\$7,000.00	Seven Thousand Dollars and No Cents	\$14,000.00
715-11-145	LUMINAIRE 'C4N', FURNISH & INSTALL, UNDER DECK, SURFACE MOUNT	EA	3	\$1,250.00	One Thousand Two Hundred Fifty Dollars and No Cents	\$3,750.00
715-1-121	LIGHTING CONDUCTORS, F&I, INSULATED, NO 8	LF	13,500	\$2.00	Two Dollars and No Cents	\$27,000.00
715-1-122	LIGHTING CONDUCTORS, F&I, INSULATED, NO 6	LF	1,200	\$2.00	Two Dollars and No Cents	\$2,400.00
715-1-131	LIGHTING CONDUCTORS, F&I, INSULATED, NO 4	LF	125	\$2.00	Two Dollars and No Cents	\$250.00
715-1-132	LIGHTING CONDUCTORS, F&I, INSULATED, NO 2	LF	3,000	\$2.00	Two Dollars and No Cents	\$6,000.00
715-11-400	LUMINAIRE, RELOCATE	EA	2	\$1,500.00	One Thousand Five Hundred Dollars and No Cents	\$3,000.00
715-22-1	GROUND ROD	EA	2	\$250.00	Two Hundred Fifty Dollars and No Cents	\$500.00
715-511-320	LUMINAIRE 'G', LIGHT POLE COMPLETE - SPECIAL DESIGN, FURNISH & INSTALL, SINGLE ARM MOUNT, CONCRETE, 20' LENGTH, 15' MOUNTING HEIGHT, WITH PULL BOX	EA	2	\$10,000.00	Ten Thousand Dollars and No Cents	\$20,000.00
715-7-12	PANELBOARD, FURNISH & INSTALL, WITH UNISTRUT RACK, CONCRETE POSTS, AND CONCRETE SLAB	EA	2	\$5,500.00	Five Thousand Five Hundred Dollars and No Cents	\$11,000.00
715-7-17	LIGHTING CONTROL CABINET, PHOTOCCELL, CONTACTOR(S), AND H-O-A SWITCH	LS	1	\$5,500.00	Five Thousand Five Hundred Dollars and No Cents	\$5,500.00
715-7-21	DEMO EXISTING DISCONNECT, REWORK, FURNISH AND INSTALL PANELBOARD	EA	1	\$1,250.00	One Thousand Two Hundred Fifty Dollars and No Cents	\$1,250.00

**ATTACHMENT 1. BID TABULATION**

BID ITEM NO.	ITEM DESCRIPTION	UNITS	BID QUANTITY	UNIT PRICE (NUMBERS)	UNIT PRICE (WORDS)	TOTAL PRICE
<b>STRUCTURAL</b>						
400-2-4	CONCRETE CLASS II, BRIDGE SUPERSTRUCTURE	CY	90	\$1,000.00	One Thousand Dollars and No Cents	\$90,000.00
400-2-10	CONCRETE CLASS II, APPROACH SLABS	CY	854	\$400.00	Four Hundred Dollars and No Cents	\$341,600.00
415-1-9	REINFORCING STEEL - APPROACH SLABS	LB	162,469	\$1.00	One Dollar and No Cents	\$162,469.00
400-8-X	CONCRETE CLASS V, SUPERSTRUCTURE	CY	4,747	\$850.00	Eight Hundred Fifty Dollars and No Cents	\$4,034,950.00
415-1-4	REINFORCING STEEL - SUPERSTRUCTURE	LB	1,006,755	\$1.00	One Dollar and No Cents	\$1,006,755.00
462-2-11	POST TENSIONING TENDONS, SUPSTR STRAND W/ GROUT	LB	362,454	\$4.00	Four Dollars and No Cents	\$1,449,816.00
400-4-5	CONCRETE CLASS IV, SUBSTRUCTURE	CY	2,043	\$800.00	Eight Hundred Dollars and No Cents	\$1,634,400.00
415-1-5	REINFORCING STEEL- SUBSTRUCTURE	LB	352,422	\$1.00	One Dollar and No Cents	\$352,422.00
400-9	BRIDGE DECK GROOVING AND PLANING	SY	6,211	\$12.00	Twelve Dollars and No Cents	\$74,532.00
400-147	COMPOSITE NEOPRENE PADS	CF	58	\$500.00	Five Hundred Dollars and No Cents	\$29,000.00
413-151	METHACRYLATE MONOMER	GA	567	\$50.00	Fifty Dollars and No Cents	\$28,350.00
413-154	CLEANING AND SEALING CONCRETE SURFACE	SF	56,637	\$2.00	Two Dollars and No Cents	\$113,274.00
455-88-5	DRILLED SHAFT, 48" DIA	LF	3,475	\$350.00	Three Hundred Fifty Dollars and No Cents	\$1,216,250.00
455-111	PILOT HOLE - DRILLED SHAFT EXCAVATION	LF	4,350	\$100.00	One Hundred Dollars and No Cents	\$435,000.00
455-122-5	UNCLASSIFIED SHAFT EXCAVATION, 48" DIA	LF	3,774	\$200.00	Two Hundred Dollars and No Cents	\$754,800.00
455-147-1	THERMAL INTEGRITY TESTING, UP TO 4' SHAFT DIAMETER	EA	10	\$2,500.00	Two Thousand Five Hundred Dollars and No Cents	\$25,000.00
458-1-11	BRIDGE DECK EXPANSION JOINT, NEW CONSTRUCTION, F&I	LF	773	\$100.00	One Hundred Dollars and No Cents	\$77,300.00
548-12	RETAINING WALL SYSTEM, PERMANENT, EXCLUDE BARRIER	SF	16,042	\$40.00	Forty Dollars and No Cents	\$641,680.00
455-133-2	SHEET PILING STEEL, TEMPORARY-CRITICAL	SF	2,157	\$120.00	One Hundred Twenty Dollars and No Cents	\$258,840.00

Disclaimer: The Authority is providing the Bid Schedule in an Excel format for the Bidder to facilitate completing their Bid. It will be the Bidder's responsibility to ensure that the total bid amount is correct and not to rely on the accuracy of the Excel spreadsheet.

**TOTAL BASE BID SCHEDULE (NUMBERS)**

\$43,678,938.68

**TOTAL BASE BID SCHEDULE (WORDS)**

Forty Three Million Six Hundred Seventy Eight Thousand Nine Hundred Thirty Eight Dollars and Sixty Eight Cents

W/MBE Participation Commitment		
	A	B
Total W/MBE Commitment Amount from Validated Letter of Intent	\$4,851,790.00	
Total Bid Amount		\$43,678,938.68
<b>W/MBE Commitment Percentage (equals A/B)</b>	<b>11.1%</b>	

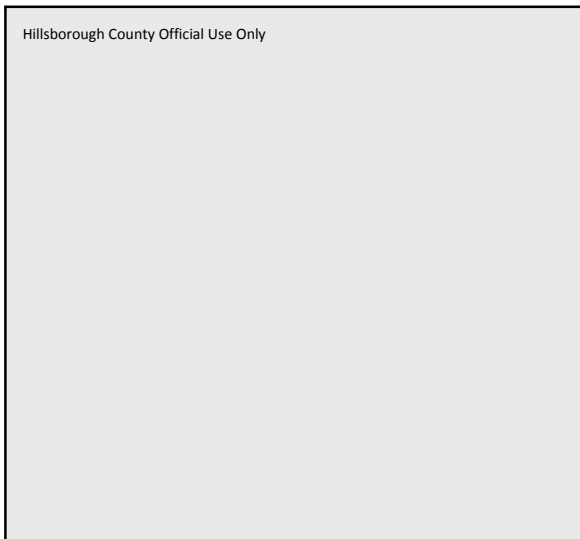
Name of Contractor: \_\_\_\_\_

Signature of Contractor: \_\_\_\_\_

Date: \_\_\_\_\_

**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.

SECTION 00610  
COMMON LAW PERFORMANCE BOND



BOND NO. \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

BY THIS BOND, GLF Construction Corporation, whose principal business address is 1428 Brickell Avenue, Suite 700 Miami, FL 33131, business phone number is (305) 371-5228 as Principal, hereinafter "Contractor", and \_\_\_\_\_, whose principal business address is \_\_\_\_\_, business phone number is \_\_\_\_\_ as Surety, hereinafter "Surety", are held and firmly bound to the Hillsborough County Aviation Authority, whose principal address is P.O. Box 22287, Tampa, Florida 33622, business phone number is (813) 870-8700, as Obligee, hereinafter "Owner", in the amount of Forty Three Million Six Hundred Seventy Eight Thousand Nine Hundred Thirty Eight and Sixty Eight One Hundredth Dollars (U.S.) (\$43,678,938.68) for the payment of which Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, as provided herein.

WHEREAS, Contractor has by written Contract dated May 2, 2019 entered into an agreement with Owner for **AUTHORITY PROJECT NUMBER 8825 18, NEW TAXIWAY A AND 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 modification, omission, or addition, in or to the terms of the Contract, including the Contract Documents, will not affect the obligation of the Surety under this Bond.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

(Affix Contractor's Corporate Seal)

_____	By: _____
Name of Contractor	(Signature)
Type Name and Title Below:	Address: _____
_____	_____
_____	_____
Telephone Number	Fax Number

(Affix Surety's Corporate Seal)

_____	_____
Name of Surety	
By: _____	By: _____
Attorney in Fact for Surety (Signature)	Florida Licensed Agent (Signature)
Type name of Attorney in Fact: _____	Type name of Fla. Licensed Agent: _____
Attorney in Fact Address: _____	License Number _____
Attorney in Fact Address: _____	Agent Address: _____
_____	_____
_____	_____
Telephone Number	Fax Number
_____	_____
Telephone Number	Fax Number

(ATTACH "SURETY'S BOND AFFIDAVIT" ON COPY OF FORM BOUND IN THESE SPECIFICATIONS).  
(ATTACH "POWER OF ATTORNEY" FOR SURETY COMPANY REPRESENTATIVE).

Hillsborough County Aviation Authority

THE FOREGOING BOND IS HEREBY APPROVED FOR LEGAL SUFFICIENCY:

By: \_\_\_\_\_ By: \_\_\_\_\_

Michael Kamprath, Assistant General Counsel

**THIS BOND MUST BE RECORDED IN THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY FLORIDA PRIOR TO COMMENCING ANY WORK UNDER THE CONTRACT.**

SECTION 00620  
STATUTORY PAYMENT BOND

BOND NO. \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

BY THIS BOND, GLF Construction Corporation, whose principal business address is 1428 Brickell Avenue, Suite 700 Miami, FL 33131, business phone number is (305) 371-5228 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 Forty Three Million Six Hundred Seventy Eight Thousand Nine Hundred Thirty Eight and Sixty Eight One Hundredth Dollars (U.S.) (\$43,678,938.68) 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 May 2, 2019, between Contractor and Owner for **AUTHORITY PROJECT NUMBER 8825 18, NEW TAXIWAY A AND 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.

SECTION 00620  
STATUTORY PAYMENT BOND

Any changes in or under the Contract Documents and compliance or non-compliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this Bond.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

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

(Affix Contractor's Corporate Seal)

_____	By: _____
Name of Contractor	(Signature)
Type Name and Title Below:	Address: _____
_____	_____
_____	_____
Telephone Number	Fax Number

(Affix Surety's Corporate Seal)

_____	_____
Name of Surety	
By: _____	By: _____
Attorney in Fact for Surety (Signature)	Florida Licensed Agent (Signature)
Type name of Attorney in Fact: _____	Type name of Fla. Licensed Agent: _____
Attorney in Fact Address: _____	License Number: _____
_____	Agent Address: _____
_____	_____
Telephone Number	Fax Number
_____	_____
Telephone Number	Fax Number

(ATTACH "SURETY'S BOND AFFIDAVIT" ON COPY OF FORM BOUND IN THESE SPECIFICATIONS).  
(ATTACH "POWER OF ATTORNEY" FOR SURETY COMPANY REPRESENTATIVE).

Hillsborough County Aviation Authority

By: \_\_\_\_\_

THE FOREGOING BOND IS HEREBY APPROVED FOR LEGAL SUFFICIENCY:

By: \_\_\_\_\_  
Michael Kamprath, Assistant General Counsel

**THIS BOND MUST BE RECORDED IN THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY FLORIDA PRIOR TO COMMENCING ANY WORK UNDER THE CONTRACT.**



SECTION 00620  
STATUTORY PAYMENT BOND

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned authority, personally appeared \_\_\_\_\_,  
who being duly sworn, deposes and says that they are a duly authorized Florida agent, properly licensed  
under the laws of the State of Florida, to represent \_\_\_\_\_  
a company authorized to make corporate surety bonds under the laws of the State of Florida (the "Surety").

Said \_\_\_\_\_ further certifies that as agent for the said Surety,  
they have countersigned the attached Bond as the Florida Licensed Agent in the sum of Forty Three Million  
Six Hundred Seventy Eight Thousand Nine Hundred Thirty Eight and Sixty Eight One Hundredth Dollars  
(U.S.) (\$43,678,938.68) on behalf of \_\_\_\_\_ to the **HILLSBOROUGH COUNTY AVIATION  
AUTHORITY covering the PROJECT NUMBER 8825 18, NEW TAXIWAY A AND BRIDGE at TAMPA  
INTERNATIONAL AIRPORT.**

Said \_\_\_\_\_ further certifies that the premium on the said Bonds is  
\_\_\_\_\_, which will be paid in full directly to  
them as agent and included in their regular accounts to the said Surety, and that they will receive their  
regular commission as agent for the execution of said Bond and that their commission will not be divided  
with anyone except to \_\_\_\_\_, who is a duly authorized insurance agent properly  
licensed under the laws of the State of Florida.

SIGNED:

By: \_\_\_\_\_  
Florida Licensed Insurance Agent (Signature)

Type Name or Agent Below:  
\_\_\_\_\_

Address of Agent: \_\_\_\_\_  
\_\_\_\_\_

Telephone Number: \_\_\_\_\_

FAX Number: \_\_\_\_\_

Florida License Number: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_  
2016, by \_\_\_\_\_ who is personally known to me or who has produced the following  
identification \_\_\_\_\_, and who did/did not take an oath.

\_\_\_\_\_  
Signature of Notary

END OF SECTION

SECTION 00650 - INSURANCE REQUIREMENTS

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 \$50,000,000 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	\$50,000,000
Each Occurrence	\$50,000,000
Personal and Advertising Injury Each Occurrence	\$50,000,000
Products/Completed Operations Aggregate	\$50,000,000

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.

Limits of Coverage will be: \$(bid amount)  
(amount to be inserted after bid is opened)

5. Environmental Impairment (Pollution) Liability:

N/A

**CONTRACTUAL INSURANCE TERMS AND CONDITIONS - STANDARD PROCEDURE S250.06**

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:
  - i. 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:

1. 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

## SECTION 00700 – GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

### PART 1 – GENERAL CONDITIONS

#### 1.01 BASIC DEFINITIONS

##### A. THE CONTRACT DOCUMENTS

The Contract Documents consist of:

1. The Project Manual containing the Bidding Documents, Bonds, Affidavits, Compliance Forms, Statements, Insurance Requirements and Documents, the Contract between 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. 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.
1. The Contractor and all Subcontractors will refer to all of the Drawings, including those showing primarily the Work of the mechanical, electrical and other specialized trades, and to all of the Sections of the Specifications, and will perform all Work reasonably inferable therefrom as being necessary to produce the indicated results.
- E. Unless otherwise stated in the Contract Documents, words which have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.
- F. If Work is required by the Drawings and Specifications in a manner which makes it impossible to produce first class Work, or should discrepancies appear among the Contract Documents, the Contractor will request an interpretation before proceeding with the Work. If the Contractor fails to make such a request, no excuse will thereafter be entertained for failure to carry out the Work in a satisfactory manner. Should conflict occur in or between the Drawings and Specifications, the Contractor is deemed to have estimated the more expensive way of doing the Work unless Contractor will have asked for and obtained a written decision before submission of Contractor's Bid as to which method or materials will be required.
- G. All Work mentioned or indicated in the Contract Documents will be performed by the Contractor as part of this Contract unless it is specifically indicated in the Contract Documents that such construction is not in the Contract. In the event of any conflict(s) among the Contract Documents, the precedence in resolving such conflict(s) will be as follows:
1. General Requirements will govern over General Conditions.
  2. General Conditions will govern over Technical Specifications.
  3. Technical Specifications will govern over Drawings.
  4. Schedules will govern over Drawings.
  5. Large-scale Drawings will govern over smaller scale Drawings.
  6. Greater quantities will govern over lesser.
  7. Higher quality, as adjudged by the Owner, will govern over lesser.
- (The above precedence are in numerical order and they will be construed to mean the order of precedence.)**
- H. All indications or notations which apply to one of a number of similar situations, materials or processes will be deemed to apply to all such situations, materials or processes wherever they appear in the Work, except where a contrary result is clearly indicated by the Contract Documents.

- I. Where codes, standards, requirements and publications of public and private bodies are referred to in the 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 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. 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.
  - 1. All such data will be furnished at the Contractor’s expense. This provision will not require the Contractor to pay for periodic testing of different batches of the same material, unless such testing is specifically required by the Contract Documents to be performed at the Contractor’s expense.
- E. In all cases in which a manufacturer’s name, trade name or other proprietary designation is used in connection with materials or articles to be furnished under this Contract, whether or not the phrase “or equal” is used after such name, the Contractor will furnish the product of the named manufacturer(s) without substitution, unless a written request for a substitution has been submitted by the Contractor and approved by the Design Professional as provided in Subparagraph 3.05 D. Refer to Section 01605 – PRODUCTS AND SUBSTITUTIONS for additional requirements.
- F. If the Contractor proposes to use a material which, while suitable for the intended use, deviates in any way from the detailed requirements of the Contract Documents, the

Contractor will inform the Owner in writing of the nature of such deviation at the time the material is submitted for approval and will request written approval of the deviation from the requirements of the Contract Documents.

- G. In requesting approval of deviations or substitutions, the Contractor will provide, upon request, evidence leading to a reasonable certainty that the proposed substitution or deviation will provide a quality or result at least equal to that otherwise attainable. If, in the opinion of the Owner, the evidence presented by the Contractor does not provide a sufficient basis for such reasonable certainty, the Owner may eject such substitution or deviation without further investigation.
- H. The Contract Documents are intended to produce a structure of consistent character and quality of design. All components of the structure including visible items of mechanical and electrical equipment have been selected to have a coordinated design in relation to the overall appearance and function of the Project. The Design Professional or Owner will judge the design and appearance of proposed substitutes on the basis of their suitability in relation to the overall design of the Project, as well as for their intrinsic merits. The Design Professional or Owner will not approve as equal to the materials specified, proposed substitutes which, in the Design Professional's or Owner's opinion, would be out of character, obtrusive, or otherwise inconsistent with the character or quality of design of the Project. In order to permit coordinated design of color and finishes, the Contractor will, if required by the Design Professional or Owner, furnish the substituted material in any color, finish, texture, or pattern which would have been available from the manufacturer originally specified, at no additional cost to the Owner.
- I. Any additional cost, or any loss or damage arising from the substitution of any material or any method from those originally specified, will be borne by the Contractor, notwithstanding approval or acceptance of such substitution by the Owner or the Design Professional, unless such substitution was made at the written request or direction of the Owner or the Design Professional.
- J. The Contractor will procure and deliver to the Owner, prior to Final Payment, all special warranties required by the Contract Documents. Delivery by the Contractor will constitute the Contractor's guarantee to the Owner that the warranty will be performed in accordance with its terms and conditions. Refer to Sections 01700 – PROJECT CLOSEOUT and 01740 – WARRANTIES for additional requirements.
- K. The warranties set out herein are not in lieu of any other warranties, express or implied, including any implied warranty of merchantability or fitness for a particular purpose. The warranties set out herein are not in lieu of any other contractual, legal or equitable remedies available to the Owner. If the Contractor fails to correct any defective Work or Work found not to be in compliance with the requirements of the Contract Documents, or applicable laws, building codes, rules or regulations, within a reasonable time after receipt of written notice from the Owner, the Owner may correct it in accordance with Owner's right to carry out the Work. If such case occurs prior to final payment, an appropriate Change Order shall be issued deducting the cost of correcting such deficiencies from payments then or thereafter due to the Contractor. If payments then or thereafter due Contractor are not sufficient, the Contractor shall pay the difference to the Owner. All claims, costs, losses, and damages arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work by others) will be paid by Contractor.

- L. If the Contractor's correction or removal of defective Work causes damage to or destroys other completed or partially completed construction, the Contractor shall be responsible for the cost of correcting the destroyed or damaged construction.
- M. Nothing contained in Article 3.05 shall be construed to establish a period of limitations with respect to other obligations the Contractor has under this Contract. Establishment of the one-year 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

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Work, or which in any way affect the conduct of the Work. To the maximum extent permitted by law, the Contractor will at all times observe and comply with all such laws, ordinances, regulations, orders and decrees.

### 3.08 ALLOWANCES

- A. The Contractor will include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances will be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor will not be required to employ persons or entities against which the Contractor makes reasonable objection.
- B. Unless otherwise provided in the Contract Documents:
  - 1. Allowances will cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
  - 2. Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts will be included in the allowances;
  - 3. Whenever costs are more than or less than allowances, the Contract Sum will be adjusted accordingly by Change Order. The amount of the Change Order will reflect (1) the difference between actual costs and the allowances under Subparagraph 3.08 B.1. and (2) changes in Contractor's costs under Subparagraph 3.08 B.2.

### 3.09 CONTRACTOR'S MANAGEMENT TEAM

- A. The Contractor will employ a competent, full-time Project Management Team (Team) reasonably acceptable to the Owner and the Design Professional, consisting of at least one Field Supervisor and necessary representatives who will be in attendance at the Project site full time during the progress of the Work until the date of Substantial Completion of the whole Work, or for such additional time thereafter as the Owner may determine to be necessary for the expeditious completion of the Work.
  - 1. The names and qualifications of this Team for this Work will be submitted as part of Section 00420 – BIDDER'S GENERAL BUSINESS INFORMATION. They will have a minimum of five years of experience on similar projects of equal difficulty.
  - 2. The Owner will not recognize any subcontractor on the Work. The Contractor will at all times when Work is in progress be represented either in person by a qualified superintendent, or by other designated, qualified representative who is duly authorized to receive and execute orders of the Owner or the Design Professional.
  - 3. The Team will each have full authority to act on the Contractor's behalf. It is agreed and understood that, if requested in writing by the Owner or the Design Professional, the Contractor will replace any member of the Team with another individual meeting the required qualifications within three days of the receipt of the request if the Team member is found to be unsatisfactory to the Owner or the Design Professional for whatever reason. The Team will represent the Contractor and communications given to the Team will be as binding as if given to the Contractor. Important communications will be similarly confirmed on

written request for each case. Should the Owner or the Design Professional find any person(s) employed on the Project to be incompetent, unfit, or otherwise objectionable for its duties, the Contractor will immediately cause the employee to be dismissed and said employee will not be re-employed on this Project without written consent of the Owner or the Design Professional.

### 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

- A. The Contractor will submit preliminary and CPM (or bar chart) construction schedules in accordance with requirements under Section 01315 – SCHEDULES, PHASING. The schedule will not exceed time limits current under the Contract Documents. The schedule will be revised at appropriate intervals as required by the conditions of the Work and Project, will be related to the entire Project to the extent required by the Contract Documents, and will provide for expeditious and practicable execution of the Work.
- B. The Contractor will prepare and keep current, for the Design Professional's and Owner's approval, a schedule of submittals which is coordinated with the Contractor's construction schedule and allows the Design Professional and Owner reasonable time to review submittals.
- C. The Contractor's performance will conform to the most recent schedules.

### 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor will maintain at the site for the Owner one as-built set of the Drawings, Specifications, addenda, Change Orders and other Modifications, in good order and marked currently to record changes and selections made during construction, as well as approved Shop Drawings, Product Data, Samples and similar required submittals. These will be available to the Owner and Design Professional and will be delivered to the Design Professional for submittal to the Owner upon completion of the work. As-Built drawings will be reviewed monthly as part of the pay application process.

### 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

- A. Shop Drawings are drawings, diagrams, schedules, models and other data (including electronic data) specifically prepared for the work by the Contractor or a Subcontractor, Sub-Subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.
- B. Product data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.
- C. Samples are physical examples which illustrate materials, equipment or workmanship and established standards by which the Work will be judged.
- D. Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of 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.
  - 1. The Contractor will confine the Contractor's apparatus, the storage of materials and the operations of the Contractor's personnel to limits indicated by law, ordinances, the Contract Documents and permits and/or directions of the Design Professional and will not unreasonably encumber the premises with the Contractor's materials. The Owner will not be liable to the Contractor, the Subcontractors, their employees or anyone else with respect to the conditions of the premises.
  - 2. Material will be arranged and maintained in an orderly manner with use of walks, drives, roads and entrances unencumbered. Store, place and handle material and equipment delivered to the Project Site so as to preclude inclusion of foreign substances or causing of discoloration. Pile neatly and compactly and barricade to protect public from injury. Protect material as required to prevent damage from weather or ground. Should it be necessary to move material at any time, or move sheds or storage platforms, the Contractor will move them as and when required at no additional cost to the Owner.
  - 3. The Owner assumes no responsibility for materials stored in buildings or on the Project site. The Contractor will assume full responsibility for damage due to storing of materials. Repairing of areas used for placing of sheds, offices and storage of materials will be performed by the Contractor.

### 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 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,

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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.
1. 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 writing 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.
  - 1. Failure of the Contractor to inspect and report, as set forth above, will constitute an acceptance of the other contractor's construction or any applicable portion thereof as fit and proper to receive Contractor's Work, except as to latent defects which may develop in the separate contractor's construction or any applicable portion thereof after the execution of the Contractor's work.
  - 2. Upon completion of the other contractor's construction or any applicable portion thereof, the area will be turned over to the Contractor.
- C. Costs caused by delays or defective construction will be borne by the party responsible therefore.
- D. The Contractor will promptly remedy damage wrongfully caused by the Contractor to 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:
    - a. Supervision wages, timekeepers, watchmen and clerks, hand tools, incidentals, general office expense, and all other expenses not included in "cost."
- C. Upon request of the Owner, the Contractor will, without cost to the Owner, submit to the Owner, in such form as the Owner may require an accurate written estimate of the cost of any proposed extra work or change. The estimate will indicate the quantity and unit cost of each item of materials, and the number of hours of work and hourly rate for each class of labor, as well as the description and amounts of all other costs chargeable under the terms of this Part. Unit labor costs for the installation of each item of materials will be shown if required by the Owner. The Contractor will promptly revise and resubmit such estimate if the Owner determines that it is not in compliance with the requirements of this Part, or that it contains errors of fact or mathematical errors.
1. If required by the Owner, in order to establish the exact cost of new Work added or of previously required Work omitted, the Contractor will obtain and furnish to the Owner bona fide proposals from recognized suppliers for furnishing any material included in such Work. Such estimates will be furnished promptly so as to occasion no delay in the Work and will be furnished at the Contractor's expense. The Contractor will state in the estimate any extension of time required for the completion of the Work if the change or extra work is ordered.
- D. Upon receipt of a Construction Change Directive, the Contractor will promptly proceed with the change in the Work involved and advise the Owner of the Contractor's agreement or disagreement with the method provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum and/or Contract Time.
- E. A Construction Change Directive signed by the Contractor indicates the agreement of the Contractor therewith, including the adjustment in Contract Sum and/or Contract Time or the method for determining them. Such agreement will be effective immediately and will be subsequently recorded in/as a Change Order.
- F. If the Contractor does not respond promptly or disagrees with the method for adjustment of the Contract Sum, the method and the adjustment will be determined by the Owner on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, a percentage for overhead and profit. In such case, and also under Paragraph 7.03 B.1.(e), the Contractor will keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Subparagraph will be limited to the following:

1. Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
  2. Costs of materials, supplies and equipment, including costs of transportation, whether incorporated or consumed;
  3. Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others; and
  4. Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work.
- G. The amount of credit to be allowed by the Contractor to the Owner for a deletion or change which results in a net decrease in the Contract Sum will be actual net cost as confirmed by the Owner. When both additions and credits covering related Work or substitutions are involved in a change, the percentage for overhead and profit will be figured on the basis of net increase, if any, with respect to that change.
- H. If the Owner and Contractor do not agree with the adjustment in Contract Time or the method for determining it, the adjustment or the method will be referred to the Design Professional for determination.
- I. When the Owner and Contractor agree with the determination made by the Design Professional concerning the adjustments in the Contract Sum and/or Contract Time, or otherwise reach agreement upon the adjustments, such agreement will be effective immediately and will be subsequently recorded in preparation and execution of an appropriate Change Order.

#### 7.04 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).
  - 1. Should the Contractor fail to institute appropriate measures within seven days, or should the measures taken fail to put the Work back on schedule within 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.

1. Permitting the Contractor to continue and finish the Work or any part of it after the time fixed for its completion, or after that date to which the time for completion may have been extended, will in no way operate as a waiver on the part of the Owner of any of its rights under the Contract.

## PART 9 – PAYMENTS AND COMPLETION

## 9.01 CONTRACT SUM

The Contract Sum is stated in the Contract and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

## 9.02 SCHEDULE OF VALUES

- A. Before submitting the first Application for Payment, the Contractor will submit to the Owner and the Design Professional a Schedule of Values. Refer to Section 01370 – SCHEDULE OF VALUES for additional information.
1. The Schedule of Values will be approved by the Owner and the Design Professional prior to submitting the initial Application for Payment.
  2. The Schedule of Values will be in a form as required by the Owner and the Design Professional to adequately establish costs of the Work.
  3. This Schedule of Values will be prepared in such a form and supported by such data to substantiate its accuracy in reflecting the above breakdown for administrative and payment purposes as the Owner or Design Professional may require and will be revised later if found by the Design Professional to be inaccurate. If the Contract involves multiple projects and/or airports, project and/or airport sub-totals will be required.
  4. This Schedule of Values, unless objected to by either the Owner or the Design Professional, will be used only as a basis for the Contractor's Application for Payment.
  5. The Schedule of Values must be sent electronically in Microsoft Excel format along with the Application for Payment.
  6. Initial Payment Application: The principal administrative actions and submittals which will precede or coincide with submittal of the Contractor's first Application for Payment are as follows, but not necessarily by way of limitation:
    - a. Listing of Subcontractors and principal suppliers and fabricators.
    - b. Schedule of Values.
    - c. Initial recognized CPM (or Bar Chart) Construction Schedule.
    - d. Schedule of submittals.
    - e. Stored Material spreadsheet and verification form.
    - f. Subcontractor signed agreements.
    - g. E-Verify compliance plans for Contractor and subcontractors per Article 34, E-Verify Requirement. Subsequent applications for payment will include E-Verify compliance plans for subcontractors not included with the initial application for payment.

- h. E-Verify Certifications for subcontractors. Subsequent applications for payment will include E-Verify Certifications for subcontractors not included with the initial application for payment.
- i. E-Verify reports for any new employees hired by the Contractor and subcontractors since the start of the Contract Term. Subsequent applications for payment will include E-Verify reports for any new employees hired by the Contractor and subcontractors not included with the initial application for payment. E-Verify reports will only be required when the Contractor and subcontractors hire new employees and will not be required if the Contractor and subcontractors do not hire any new employees.

### 9.03 APPLICATIONS FOR PAYMENT

- A. The Contractor will, as a condition precedent to the right to receive any monthly payment, submit to the Owner, an Application for Payment, sample attached herein and identified as Exhibit A – Aviation Authority Application for Payment.
  - 1. Scope of Payment: For performance of this Contract, the Owner will make payments in U.S. Dollars to the Contractor in accordance with the Owner approved Schedule of Values, which will be based on the Contract Sum amount established by the Contractor in 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 12<sup>th</sup>, and in the event that the 12<sup>th</sup> 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.

- a. Entries will match current data of the Schedule of Values and Construction Schedule. Listing will include amounts of fully executed Change Orders per project approved by the Owner prior to the last day of the “period of work” covered by the Application for Payment. Incomplete Applications for Payment will be returned by the Owner without action.
- b. For Contracts with a prescribed DBE or W/MBE goal or participation, the Contractor will submit via email to [AppforPayment@TampaAirport.com](mailto: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 firm 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; and
  - (5) at 50% completion – a plan of action properly reflecting anticipated DBE or W/MBE achievement of commitment.
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.
  9. The Contractor has furnished the Owner evidence that the material so stored or stockpiled is insured against loss by damage to or disappearance of such materials at any time prior to use in the Work.
  10. Payments for material on hand for delivered material to be used in one item of Work must exceed \$3,000.00, and not scheduled to be incorporated into the work within sixty days after delivery.
  11. It is understood and agreed that the transfer of title and the Owner's payment for such stored or stockpiled materials will in no way relieve the Contractor of

its responsibility for furnishing and placing such materials in accordance with the requirements of the Contract Documents.

12. No partial payment will be made for stored or stockpiled living or perishable plant materials.
13. The Contractor will bear all costs associated with the partial payment of stored or stockpiled materials in accordance with the provisions of this subsection.
14. In no case will the amount of payments for materials on hand exceed the Contract Price for such materials or the Contract Price for the Contract Item in which the material is intended to be used.

Notwithstanding the forgoing, the Owner may in its sole and absolute discretion, in special circumstances approve in writing in advance the waiver or one or more of the above conditions for payment of non-perishable materials or equipment not incorporated in the Work.

- D. The Contractor warrants that title to all work covered by an Application for Payment will pass to the Owner upon receipt of payment by the Contractor. The Contractor further warrants that upon submittal of an Application for Payment, all work for which certificates for payment have been previously issued and payments received from the Owner will, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances (hereinafter referred to in this Part as liens) in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials or equipment relating to the Work.

#### 9.04 CERTIFICATES FOR PAYMENT

- A. The Design Professional will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Design Professional determines is properly due, or notify the Contractor and Owner in writing of the Design Professional's reasons for withholding certification in whole or in part as provided in Subparagraph 9.05 A.
- B. The issuance of a Certificate for Payment will constitute a representation by the Design Professional to the Owner, based on the Design Professional's observations at the site and review of the data comprising the Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Design Professional's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the Design Professional. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Design Professional has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the work, (2) reviewed construction means, methods, techniques, sequences or procedures, or (3) made examination to ascertain how or for

what purpose the Contractor has used money previously paid on account of the Contract Sum.

- C. In taking action on the Contractor's Applications for Payment, the Design Professional will be entitled to rely on the accuracy and completeness of the information furnished by the Contractor and will not be deemed to represent that the Design Professional has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Subparagraph 9.04 B. or other supporting data, that the Design Professional has made exhaustive or continuous on-site inspection or that the Design Professional has made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner will be performed by the Owner, acting in the sole interest of the Owner.

#### 9.05 DECISIONS TO WITHHOLD CERTIFICATION

- A. The Design Professional may decide not to certify the Application for Payment and may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Design Professional's opinion the representations to the Owner required by Subparagraph 9.04 B. cannot be made. If the Design Professional is unable to certify payment in the amount of the Application for Payment, the Design Professional will notify the Contractor and Owner as provided in Subparagraph 9.04 A. If the Contractor and Design Professional cannot agree on a revised amount, the Design Professional will promptly issue an Application for Payment for the amount for which the Design Professional is able to make such representations to the Owner. The Design Professional may also decide not to certify payment, or because of subsequently discovered evidence or subsequent observations may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Design Professional's opinion to protect the Owner from loss because of:
1. defective Work not remedied;
  2. third party claims filed or reasonable evidence indicating probable filing of such claims;
  3. failure of the Contractor to make payment properly to Subcontractors or for labor, materials or equipment;
  4. reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
  5. damage to the Owner or another Contractor;
  6. reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to complete the Work and to cover actual or liquidated damages for the anticipated delay;
  7. persistent failure to carry out the Work in accordance with the Contract Documents; and/or

8. failure of the Contractor to provide satisfactory documentation of material and services purchased in accordance with the Construction Schedule.
  9. other failure of the Contractor to comply with the Contract, Owner Policies or Procedures.
- B. When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

#### 9.06 PROGRESS PAYMENTS

- A. After the Design Professional has certified the Application for Payment, the Owner will endeavor to make payment according to the Owner's standard payment procedures. If deficiencies are found, a standard deficiency e-mail will be sent to the Contractor to resolve within 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 to complete the items listed on 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.
- I. The Contractor will be responsible for the preservation of all public and private property and will protect carefully from disturbance or damage all land monuments and property markers until the Design Professional has witnessed or otherwise referenced their location and will not move them until directed.
- J. The Contractor will be responsible for all damage or injury to property of any character during the prosecution of the Work resulting from any act, omission, neglect, or misconduct in the Contractor's manner or method of executing the Work, or at any time due to defective Work or materials, and said responsibility will not be released until the Project will have been completed and accepted.
- K. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution

of the Work, or in consequence of the non-execution thereof, by the Contractor, Contractor will restore, such property, at the Contractor's own expense, to a condition similar or equal to that existing before such damage or injury was done, by repairing, or otherwise restoring, as may be directed, or Contractor will make good such damage or injury in an acceptable manner.

- L. Work that is to remain in place which is damaged or defaced by reason of Work performed under this Contract will be restored at no additional cost to the Owner.
- M. Until the 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 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, 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.

#### 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
9. 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:
  - a. Take possession of the site and of all materials, equipment, tools, electronic drawings, including but not limited to BIM models, shop drawings and machinery thereon owned by the Contractor; and
  - b. Finish the Work by whatever method the Owner may deem expedient and necessary.



- C. When the Owner terminates this Contract for cause, the Owner will be entitled to hold all amounts due the Contractor at the date of termination until completion of the Work and final evaluation of the Owner's damages associated with the termination. The Contractor will be liable to the Owner for costs and expenses incurred by the Owner in completing the Work, and also for losses, damages, costs and expenses including, but not limited to, direct, indirect and consequential damages. If such costs and expenses exceed the sum that would have been payable under this Contract, then the Contractor and the Surety will be liable and will pay to the Owner the amount of such excess. If the unpaid balance of the Contract Sum exceeds the cost of finishing the Work, including any and all additional costs and expenses to the Owner, such excess, to the extent earned, will be paid to the Contractor and/or Contractor's Surety.
- D. Upon termination of this Contract, the Owner has no liability for anticipated profits for unfinished Work.
- E. Termination of this Contract, or any portion thereof, will not relieve the Contractor or the Contractor's Surety of their liability for past and future damages, losses or claims on Work performed or on account of any act, omission, or breach by the Contractor. Liability for liquidated damages, if any, will continue to accrue as set forth in the Contract Documents.
- F. The Owner's right to termination, as set forth herein, shall be in addition to and not a limitation of any and all other rights and remedies available to the Owner, at law, in equity or under the terms of this Contract. If the Owner improperly terminates this Contract for cause, this termination for cause will be converted to and deemed to be a termination for convenience in accordance with the provisions of Paragraph 13.03. In such case, Contractor shall only be entitled to those rights and remedies expressly stated in Paragraph 13.03 and in no event shall Contractor be entitled to any damages or remedies for wrongful termination.
- G. Termination of this Contract, or portion thereof, under this Article does not relieve the Contractor or the Contractor's Surety of its responsibilities for the completed portion of the Work or its obligation for and concerning any just claims arising out of the Work performed.

#### 13.02 SUSPENSION BY THE OWNER 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. Notwithstanding 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

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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.

#### 14.10 NOTIFICATION TO OWNER

The Contractor will notify the Owner no later than seven days after receiving knowledge that it is subject to any other audit, inspection or attestation engagement related to this Contract and provide a copy of any audit documents so received.

### 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:
  - i. 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](http://www.tampaairport.com).

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