SUPPLEMENTAL CONTRACT BETWEEN
OWNER AND DESIGN-BUILDER

TABLE OF ARTICLES

PART 2 SUPPLEMENTAL CONTRACT B

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ATTACHMENT 1 – GUARANTEED MAXIMUM PRICE (GMP) PROPOSAL
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PART 2 SUPPLEMENTAL CONTRACT B

This Part 2 Supplemental Contract B (Contract) for design-build services is made and entered into this 7th day of March, 2019 by and between the Hillsborough County Aviation Authority, a public body corporate under the laws of the State of Florida, hereinafter referred to as the "Owner," and Kimmins Contracting Corp., a Florida Corporation, authorized to do business in the State of Florida, hereinafter referred to as the “Design-Builder”.

For the following Project: Demolition of Red Side Rental Car Garage and Airside D Shuttle Guideway, Authority Project No. 8830 17

The Owner and Design-Builder agree as set forth below.
As part of the Part 2 Contract Between Owner and Design-Builder, dated June 7, 2018, for design-build services for Project Demolition of Red Side Red Car Garage and Airside D Shuttle Guideway, Project No: 8830 17, the Owner and Design-Builder established a GMP amount of $1,460,115 and Substantial Completion date of November 15, 2018. On December 6, 2018, the Owner and Design-Builder entered into a Supplemental Contract A for $3,435,441 which increased the total GMP amount to $4,895,556.

ARTICLE 1
GENERAL PROVISIONS

The existing Part 2 Contract and all attachments, dated June 7, 2018, Supplemental Contract A and all attachments, dated December 6, 2018, between Owner and Design-Builder, as described above, are incorporated by reference herein to the extent not modified by this Part 2 Supplemental Contract B.

ARTICLE 2
BASIS OF COMPENSATION

The Owner will compensate the Design-Builder for services rendered under this Part 2 Supplemental Contract B, as described below.

For the Design-Builder’s successful performance of the Work, as described in Article 1 of the Part 2 Contract and Design-Builder’s GMP Proposal and including any other services listed in said Part 2 Contract as part of the Work, the Owner will pay to the Design-Builder the GMP Contract Sum of Five Million Three Hundred Sixty Two Thousand Two Hundred Fifty Five and No One-Hundredth Dollars ($5,362,255) subject to additions and deductions by changes in the Work as provided in the Contract Documents. Invoiced amounts will be based upon actual work completed and supported by monthly progress reports submitted to the Owner in accordance with Article 4 of the Part 2 Contract.

The GMP amount is for the performance of the Work in accordance with the Part 2 Contract, as if fully contained herein, and Design-Builder’s GMP proposal, marked Attachment 1, as follows:

Attachment 1 - GMP proposal dated February 12, 2019, entitled Demolition of Red Side Rental Car Garage and Airside D Shuttle Guideway HCAA Project No. 8830 17, Part 2 Supplemental Contract B Work Summary.

ARTICLE 3
OTHER CONDITIONS AND SERVICES

The Work to be performed will commence on the date of the Notice to Proceed and, subject to authorized adjustments, will be completed by January 31, 2020 in accordance with the Part 2 Contract.
ARTICLE 4
TERMS AND CONDITIONS

All other terms and conditions contained in the Part 2 Contract and Supplemental Contract A remain in full force and effect and are hereby ratified and confirmed.
ARTICLE 5
CONTRACT

This Contract is entered into as of the day and year first written above.

IN WITNESS WHEREOF, the parties hereto have set their hands and corporate seals by their proper officers, duly authorized to do so;

By the Design-Builder this ___________ day of ________________________, 20__.  

ATTEST:  

KIMMINS CONTRACTING CORP.

____________________________________
By: _______________________________________
Title: _______________________________________  

Print Name

____________________________________
Print Address

Signed, sealed, and delivered
in the presence of:

____________________________________
Witness

____________________________________
Print Name

____________________________________
Witness

____________________________________
Print Name

Notary for KIMMINS CONTRACTING CORP.

STATE OF ______________________________

COUNTY OF ______________________________

The foregoing instrument was acknowledged before me this ___ day of ____________, 20__, by ______________________________ in the capacity 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 _____________________ (they / he / she) (did / did not) take an oath.

(Signature of Notary)

TPA / Demolition of Red Side Rental Car Garage and Airside D Shuttle Guideway
By the Owner this ____________ day of ____________________, 20__.

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

APPROVED AS TO FORM FOR LEGAL
SUFFICIENCY:

By: _______________________________________
    Michael 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 ____________, 20__ 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
Demolition of Red Side Rental Car Garage  
And Airside D Shuttle Guideway  
HCAA Project No. 8830 17

Part 2 Supplemental B Work Summary

The proposed work associated with Part 2 Supplemental B is outlined below.

1. Maintenance of Traffic – for work specifically noted in Supplemental B and as required to complete the project
2. Erosion Control & Tree barricades for work in Supplement B
3. Off Duty Law Enforcement Officers are not in Contract.
4. Provide Supplemental plan sheets for implosion work
5. Provide noise monitoring and vibration monitoring
6. All prep work required for structure implosion
   a. Perimeter knee wall
   b. Remove load bearing walls
   c. Remove interior reinforced walls
   d. Demo 3-story CMU stairs
   e. Modify elevator tower walls
   f. Modify all columns
   g. Install 3/4” cables notch columns
   h. Wrap columns
   i. Garage envelope for implosion
   j. Reconfigure Marriott lot
   k. Remove spans 2 and 3
   l. Selective demolition for interim stairs
   m. Envelope over short-term garage – per plans for dust control
   n. Envelope Marriott Garage – per plans for dust control
   o. Furnish & install containers for blast wall in locations required
   p. Seal/Cover/Protect Adjacent Facilities
   q. Provide All Protective Measures Necessary
   r. Coordinate with HCAA & Stakeholders to Mitigate Inconveniences
7. Implosion of structure
8. Provide minimum five (5) each “Dust Boss” misting applicators – dust control
9. Protection of existing utilities under structure (Frontier, Sewer & TECO)
10. Removal of remaining precast panels
11. Removal of all concrete debris to stockpile location on Airport property for processing by others
12. Regrade site for positive drainage
13. Complete all storm system modifications noted on the plans
14. Construction photographs and video
15. Complete all asphalt restoration in Marriott Parking Lot and Service Road
16. All roadway clean-up of rubble from implosion
17. Protection of Marriott pool deck area
18. Wash Marriott windows to remove dust
19. All required site restoration (sod, seed and mulch)
20. Allowance for construction trailers
21. Implosion/Blasting/Demolition Plan & Procedures
22. Erosion Control & Tree Barricades for Work in Supplemental B (Storm Water Pollution Prevention Plan)
23. Provide Supplemental Plan Sheets for Implosion Work Including Preparation Plans
24. Water 7 Waste Water Demolition (Drainage Demolition) – Complete all Storm System Modifications needed
25. Site Improvements
26. Complete All Asphalt and Site Restoration (e.g.: Marriott parking lot; Service Road; any damaged areas)
### Construction Budget

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Electrical Disconnect</td>
<td>1</td>
<td>LS</td>
<td>$3,780</td>
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<tr>
<td>2. Fire Protection Disconnect</td>
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<td>LS</td>
<td>$3,880</td>
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<tr>
<td>3. Building Fax</td>
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<td>$10,650</td>
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<tr>
<td>4. 11” Fiberglass Cables</td>
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<tr>
<td>5. AB Elec. Abatement</td>
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<td>6. Router Phone Line Allowance</td>
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<td>7. Red Side Build Out Allowance</td>
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<td>8. Demo/Red Office Improvements - Kinmins Self Perform</td>
<td>1</td>
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<td>$2,516</td>
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<tr>
<td>9. Utility Headgear/Cable &amp; Caps - Kinmins Self Perform</td>
<td>1</td>
<td>LS</td>
<td>$14,816</td>
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</table>

**Sub Total** $222,489

### Construction Administration

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Value</th>
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<tr>
<td>1. Estimated Cost of Work</td>
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<td>$334,787</td>
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<td>2. Cost of Work Subtotal</td>
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<td>3. General Conditions - Kimmins</td>
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<td></td>
<td>$25,700</td>
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<tr>
<td>4. Construction Administration Allowance - Atkans</td>
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<tr>
<td>5. CDI Final Implosion Engineering Design</td>
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<tr>
<td>6. NMU Safety Plan</td>
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<tr>
<td>7. Erosion Control &amp; Tree Barricades</td>
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<td>LS</td>
<td>$5,550</td>
</tr>
<tr>
<td>8. 400; 200; 100 GPM pumps</td>
<td>5</td>
<td>EA</td>
<td>$1,000</td>
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<td>9. Asbestos Abatement</td>
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<tr>
<td>10. Relocate Fiber Optic</td>
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<td>11. Temporary Barrier Wall</td>
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<td>LS</td>
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<td>12. Remove Exist Curb For Temp. Pavement</td>
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<td>13. Fabricate &amp; Install Interim Stair</td>
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<td>14. 10% D/B Contingency</td>
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<td>15. 15% D/B Contingency</td>
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<td>16. 10% D/B Contingency for DBP</td>
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<td>17. 5% D/B Contingency for DBP</td>
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**Sub Total** $1,418,115

### Part 2 - Early Works Total

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<th>Item Description</th>
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<th>Unit</th>
<th>Value</th>
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<tbody>
<tr>
<td>1. Utility Headgear/Cable &amp; Caps - Kinmins Self Perform</td>
<td>1</td>
<td>LS</td>
<td>$14,816</td>
</tr>
<tr>
<td>2. Cost of Work Subtotal</td>
<td></td>
<td></td>
<td>$2,640,976</td>
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</table>

**Part 2 - Early Works Total** $1,461,115

### Notes

- With the exception of fee, all items will be invoiced at actual costs incurred.

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### Supplemental Part A:

#### Return of the Remaining "Post-Implosion Allowance": $124,235

#### Return of 1/2 of the "10% D/B Contingency": $201,893.35

#### Supplemental Part B: Return of 1/2 of the "10% D/B Contingency": $201,893.35

### Usage of item "Pre-Implosion Work – Allowance"

The "Pre-Implosion Work – Allowance" is a cost-of-work allowance amount which may be used to pay for work that is determined to have been or will be inadequately performed by their designated demolition subcontractor, PAW Demolition (PAW). Inadequate performance may be related to safety, schedule, and/or quality issues. The allowance shall only be used on an Authority pre-approved basis if advance agreement is made by PAW. Design-Builder agrees to use the Design/Build Contingency to cover any necessary insurance premium over the current $125,000 budgeted in Item "Tax Implosion – Additional Insurance $25 Million Aggregate" to an amount of an additional $50,000 for a Total $3a premium amount of $175,000.
<table>
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<tr>
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<td></td>
<td><strong>Total</strong></td>
<td></td>
<td></td>
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</tbody>
</table>

**Note:**
- With the exception of fee, all items will be invoiced at actual costs incurred.
- No line items will be invoiced at a loss.
- No line items will be invoiced below $250.00.
- No line items will be invoiced over $10,000,000.00.

### Supplement Part A

- **Sub Total:** $2,640,976.00

### Supplement Part B

- **GMP Total:** $5,362,255.00

### Supplement Part C

- **Sup B Sub Total:** $1,228,559.28

**Calculations:**
- **Total of Lines 7-12:** $6,901,635.50
- **Total of Lines 1-5:** $6,170,160.00
- **Total of Lines 13-14:** $250,000
- **Total of Lines 15-16:** $61,414.00
- **Total of Lines 17-18:** $45,183.60
- **Total of Lines 19-20:** $20,664.00
- **Total of Lines 21-22:** $82,050.33
- **Total of Lines 23-24:** $10,257,811
- **Total of Lines 25-26:** $1,228,559.28

**Attchrment 1:**

- **Guaranteed Maximum Price (GMP) Proposal**

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**Notes:**
- The budget values are subject to change based on actual costs incurred.
- All work is to be performed by selected subcontractors unless otherwise noted.

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**Job Name:** Demolition Red Side Garage & Airside D Guideway

**Job #:** 51703

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**Kimmins Contracting Corp.**

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<table>
<thead>
<tr>
<th>Position</th>
<th>Billing rate</th>
<th>Hours</th>
<th>Totals</th>
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</thead>
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<tr>
<td>Superintendent</td>
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<td>$42,214.40</td>
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<tr>
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<tr>
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<td>$0.00</td>
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<tr>
<td>Safety</td>
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<td>Clerical</td>
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<td>Foreman</td>
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<td>Asst. Superintendent</td>
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<td>Admin Support</td>
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<tr>
<td>Executive</td>
<td>$126.85</td>
<td>320</td>
<td>$40,590.83</td>
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</table>

Total Labor for General Conditions $237,299

* Raw Rate must be confirmed during each billing cycle when a new person is being billed or when raw rates increase (such as raises).
* Labor Burden to be charged at 31.92% rate for duration of the project.
SECTION 01020 - OWNER’S ALLOWANCES

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

A. Owner’s allowances in the amounts indicated and as described below have been established for certain types of work. The Design-Builder will perform such Work only upon receipt of written work orders from the Owner. For this purpose, a Work Order will have the same meaning for requirements pertaining to submittals, approvals, etc., as modified, except the Work Order is only signed by the Owner.

B. If the Work Order directs that the allowance work be performed, the provisions of this Part 2 Contract, as modified, will govern the conduct and payment for this Work.

C. Definitions and Explanations: All Work, including any allowance work if authorized, shall be performed in full compliance with the requirements of the Contract. All allowance work, if and when authorized, shall be performed by the Design-Builder in accordance with the Work Order.

1. Coordinate allowance Work with related Work to ensure that each selection is completely integrated and interfaced with related Work, and shall include all aspects of work to fully integrate the work with all other Work and Related Work.

D. Work Order Data: Where applicable, include in each Work Order proposal both the quantities of products being purchased and units requested, and furnish survey-of-requirements data to substantiate quantities. Indicate applicable taxes, delivery charges, and amounts of applicable trade discounts. Refer to this Part 2 Contract, Article 8, Changes in the Work for supporting documentation requirements.

E. Upon issuance of a Work Order, the Work Order funds will be tracked separately on the Contractor’s Schedule of Values by Work Order number and the amount of the Cost of Work. If multiple subcontractors are employed for the Work Order, each Subcontractor’s Pay Requisition will include a separate line with the description Work Order number that will flow to the Contractor’s Schedule of Values. Once work is complete on the Work Order, the Design-Builder has 30 days in which to reconcile the Work Order, as follows:

1. Provide Owner Project Management with a package containing cost support documents totaling the Cost of Work.

2. Calculate mark-ups and fee using the same formula/calculations used to create the original Work Order budget.

3. Any unused Work Order funds will be returned to the Owner’s Allowance budget via a negative Work Order.

The Contractor will forfeit their fee on the Work Order for any Work Orders that have not been reconciled within 30 days of the completion of the work, following the process above.
PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

3.01 SCHEDULE OF OWNER’S ALLOWANCES

A. These allowances will cover the total cost of all Work authorized under a Work Order, including but not limited to design, cost of materials and equipment delivered and unloaded at the Project site, and all applicable taxes, permits, fees, labor, installation costs and integration as applicable. The Design-Builder's percentage, overhead and profit for the allowance will be included in the Work Order amount.

B. Should the aggregate of charges for all approved Work Orders issued by the Owner under the allowances be less than the amount of the allowance, the Final GMP Contract Sum will be decreased by the amount of the difference. No Work will be performed that would cause total charges under the allowances to exceed the authorized allowance amount. The authorized allowance amount may be increased by Change Order. Should the aggregate charge for an approved Work Order issued by the Owner under the Allowance be less than the amount of the Work Order, the Owner may issue another Work Order in a negative amount to reconcile the Work Order. Such reconciliation Work Orders do not require executive management approval.

C. The following allowance amounts will be included in the Guaranteed Maximum Price Proposal:

OWNER’S ALLOWANCE: Allow an amount of $250,000 of the Final GMP Contract Sum for:

1. Repair and/or replacement of any utilities (sanitary and storm sewer, potable water, fire protection, mechanical ductwork, pipe and duct insulation, conduits, electrical systems, communications systems, security systems, irrigation systems, etc.) and structural steel, structural and/or non-structural concrete, concrete and asphalt paving surfaces when found to be deteriorated and/or damaged as determined by the Owner.

2. Relocation and adjustments of any Work within the airport tenants’ space (airlines, rental car companies, concessions, etc.), other contracts and other common areas that is not in the Design-Builder’s Scope of Work. This relocation and adjustment includes all disciplines: civil, architectural, structural, mechanical, plumbing, electrical, communications, fire protection, etc.

3. Resolution of any unforeseeable conditions between proposed work and the work of tenants and other contracts. This work includes all disciplines: civil, architectural, structural, mechanical, plumbing, electrical, communications, fire protection, etc.
4. Any Work not shown in the Contract Documents, but which is necessary to complete the Project, with approval of executive management.

5. Work associated with other Departments, entities and/or tenants (Parking, TSA, FAA, Marriott Hotel, Operations, Guest Services, Marketing, Concessions, etc.) that is required as determined by the Owner but the scope of work is outside that of the Design-Builder.

6. Resolution of any unforeseeable site work conditions (e.g.: environmental, remediation, demolition, concrete crushing, grading, seeding, sodding, drainage, landscaping, fencing, signage etc.)

7. Excess insurance premium amounts that may be necessary to obtain and/or maintain the Insurance Coverage Limits established by Owner.

D. Contract Time will not be extended as a result of the issuance of any Work Order under this Section 01020 – OWNER’S ALLOWANCES.

E. The GMP Contract Sum will not be adjusted for any costs of acceleration resulting from the issuance of Work Orders under this Section 01020 – OWNER’S ALLOWANCES. In addition, the Contract Sum will not be adjusted for any costs of acceleration of the whole work resulting from the issuance of Work Orders under this Section 01020 – OWNER’S ALLOWANCES.

END OF SECTION
SECTION 01110 - AIRPORT PROJECT PROCEDURES

PART 1 - GENERAL

1.01 AIRPORT OPERATIONS

Airport operations will be maintained throughout this Contract. The Contractor will in no way curtail or handicap normal operational characteristics of the airport facility except as specifically indicated and specified in these Contract Documents.

1.02 PERMITS, LICENSES AND TAXES

A. Contractor will be required to procure and pay for all permits, licenses, fees, duties and taxes and arrange for all inspections and similar procedural items as required by the authorities having jurisdiction.

B. The Contractor will procure all necessary and required permits and licenses, including batch plant permit(s), pay all charges, fees and taxes and give all notices necessary and incidental to the due and lawful prosecution of the Work so as not to delay the completion of the Project. No extensions of Contract for the foregoing will be granted. The Contractor's claim that insufficient Contract Time was specified will not be a valid reason for extension of Contract Time. No extensions of Contract Time for completion will be granted for failure to timely procure all necessary and required permits and licenses, including Cutting & Welding permits, batch plant permit(s), or failure to pay all charges, fees and taxes, or failure to give all notices timely.

1.03 VERIFICATION OF EXISTING CONDITIONS

Prior to bidding and commencing with construction, the Contractor will familiarize themselves with the existing conditions of the Project and requirements of the Contract Documents. Should the Contractor discover any inaccuracies, errors, or omissions between the actual existing conditions and the Contract Documents, Contractor will within 7 calendar days from the time it was discoverable notify the Owner in writing or otherwise Contractor will be deemed to have waived any claim arising therefrom. Submission of Bid by the Contractor will be held as an acceptance of the existing conditions and the requirements of the Contract Documents by the Contractor.

1.04 MAINTENANCE OF TRAFFIC

A. It is the explicit intention of the Contract that the safety of aircraft, as well as the Contractor’s equipment and personnel, is the most important consideration. It is understood and agreed that the Contractor will provide for the free and unobstructed movement of aircraft in the AOA of the Airport, including approach and departure surfaces, with respect to Contractor’s own operations and the operations of all Contractor’s subcontractors. It is further understood and agreed that the Contractor will provide for the uninterrupted operation of visual and electronic signals (including power supplies thereto) used in the guidance of aircraft while operating to, from, and upon the airport.

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

C. The Contractor will not prevent public traffic from using active aviation and public areas in and around the Airport. The Work will be coordinated with the Owner and other agencies having an interest in the capability of the Airport and will be programmed and stated accordingly so that public traffic may be routed over partially completed Work. Appropriate safety precautions will be provided by the Contractor to protect employees, the public and the Work.

D. Should it be necessary for the Contractor to complete portions of the Contract Work for the beneficial occupancy of the Owner prior to completion of the whole Work, such “phasing” of the Work will be specified herein and indicated on the Drawings. When so specified, the Contractor will complete such portions of the Work on or before the date specified or as otherwise specified.

E. If the Contractor, with the concurrence of the Owner, elects to complete one increment of Work prior to completion of the whole Work, the Owner may accept the Work for beneficial occupancy. Upon completion of any portion of the Work listed above, such portion will be accepted by the Owner in accordance with the Contract.

F. No portion of the Work may be opened by the Contractor for public use until ordered by the Owner in writing. Should it become necessary to open a portion of the Work to public traffic on a temporary or intermittent basis, such openings will be made when, in the opinion of the Owner, such portion of the Work is in an acceptable condition to support the intended traffic. Temporary or intermittent openings are considered to be inherent in the Work and will not constitute either acceptance of the portion of the Work so opened or a waiver of any provision of the Contract. Any damage to the portion of the Work so opened that is not attributable to traffic which is permitted by the Owner will be repaired by the Contractor at Contractor’s expense.

G. The Contractor will make its own estimate of the inherent difficulties involved in completing the Work under the conditions herein described and will not claim any added compensation by reason of delay or increased cost due to opening a portion of the Contract Work.

H. When the Work is in or near vehicular traffic and pedestrian areas, the Contractor will arrange the Work so as to avoid disruption of normal traffic patterns. The Contractor will provide, erect and maintain effective barricades, danger signals, signs and equipment to provide protection of the Work and the safety of the public throughout the area in accordance with the “FDOT Roadway and Traffic Design Standards.”

I. The Contractor will maintain traffic within the limits of the Project for the duration of the construction period, including all temporary suspensions of Work. It will include the construction and maintenance of all necessary detour facilities; the furnishing, installing and maintaining of traffic control and safety devices during construction; the control of dust; and any other special requirements for safe and expeditious movement of aircraft, vehicular traffic and pedestrians. Before contracting with any outside agency for a uniformed law enforcement officer to assist in the maintenance of traffic, the Contractor will first coordinate availability of Tampa International Airport Police with the Police Department dispatch office at (813) 870-8760.
1. **Beginning Date of Contractor's Responsibility:** The Contractor’s responsibility for maintenance of traffic will begin on the day Contractor starts Work on the Project at the Project site and will continue until the date of Final Acceptance of the Work.

2. **Number of Traffic Lanes:** Unless otherwise specified, the Contractor will close no more than one lane on each roadway and ramp. Unless otherwise specified, the effective width of each lane used for maintenance of traffic will be at least as wide as the traffic lanes existing in the area prior to commencement of construction. Traffic control and warning devices will not encroach on lanes used for maintenance of traffic. All closures on any traffic lanes will be coordinated with the Owner a minimum of seven calendar days prior to any closure.

3. **High Traffic Areas:** When the Work is in or near vehicular traffic and pedestrian areas, arrange the Work so as to avoid disruption of normal traffic patterns. Provide, erect and maintain effective barricades, variable message boards, danger signals, signs and equipment to provide protection of the Work and the safety of the public throughout the area.

J. The Contractor will be responsible for performing daily inspections, including weekends and holidays with some inspections at night time, of the installations on the Project and replacing all equipment and devices not conforming to the approved standards during that inspection. The Owner will be advised of the schedule of these inspections and be given the opportunity to join in the inspection as deemed necessary.

K. **Sections Not Requiring Traffic Maintenance:** Contractor will not be required to maintain traffic over those portions of the Project where no Work is to be accomplished or where construction operations will not affect existing roads. Contractor, however, will not obstruct nor create a hazard to any traffic during the prosecution of the Work and will be responsible for repair of all damage to existing pavement or facilities caused by Contractor’s operations.

L. **Traffic Plan:** If applicable, the Contractor will present its Maintenance of Traffic Plan at the Pre-construction Conference/meeting. Maintenance of Traffic Plan will be in written form and include plan sheets which indicate the type and location of all signs, lights, barricades, variable message boards, arrow boards, striping and barriers to be used for the safe passage of pedestrians, vehicular and aircraft traffic through the Project. The plan will indicate conditions and set-up for each phase of the Contractor’s activities. In no case may the Contractor begin Work until the Maintenance of Traffic Plan has been approved in writing by the Owner. Modifications to the Maintenance of Traffic Plan that may become necessary will also be approved in writing. Except in an emergency, no changes to the approved Maintenance of Traffic Plan will be allowed until approval of the change has been received.

M. **Traffic During Construction:** All construction vehicles are required to use existing public traffic routes. Normal public traffic lanes are not to be used as staging areas for arriving delivery vehicles. The Contractor’s employees will utilize the designated Contractor employee parking area.
1. Adequate accommodations for intersecting and crossing traffic will be provided and maintained and, except where specific permission is given, no road or street crossing the Project will be blocked or unduly restricted.

N. The “FDOT Roadway and Traffic Design Standards” manual sets forth the basic principles and prescribes minimum standards to be followed in the design, application, installation, maintenance, and removal of all traffic control devices and all warning devices and barriers which are necessary to protect the public and workers from hazards within the Project limits. The standards established in the aforementioned manual constitute the minimum requirements for normal conditions and additional traffic control devices, warning devices, barriers or other safety devices will be required where unusual, complex or particular hazardous conditions exist.

O. Installation: The responsibility for installation and maintenance of adequate traffic control devices, warning devices and barriers for the protection of the public and workers, as well as to safeguard the Work, will rest with the Contractor. The required traffic control devices, warning devices and barriers will be erected by the Contractor prior to creation of any hazardous condition and in conjunction with any necessary re-routing of traffic. The Contractor will immediately remove, turn or cover any devices or barriers which do not apply to existing conditions.

1. The Contractor will make the Owner aware of any scheduled operation which will affect patterns or safety sufficiently in advance of commencing such operation to permit Owner’s review of the plan for installation of traffic control devices or barriers proposed by the Contractor.

2. The Contractor will assign one of its employees the responsibility of maintaining the position and condition of all traffic control devices, warning devices and barriers throughout the duration of the Contract including holidays and blackout periods. The Owner will be kept advised at all times as to the identification and means of contacting this employee on a 24 hour basis.

P. Furnishing of Devices and Barriers: All traffic control devices including signs, warning devices, variable message boards, arrow boards, and barriers will be furnished by the Contractor.

1. When the Work requires closing an AOA of the airport or portion of such area, the Contractor will furnish, erect, and maintain temporary markings and associated lighting conforming to the requirements specified in the Contract Documents or FAA Advisory Circular 150/5340-latest edition, “Marking of Paved Areas on Airports,” as applicable.

2. The Contractor will furnish and erect all barricades, warning signs, and markings for hazards prior to commencing Work which requires such erection and will maintain the barricades, warning signs, and markings for hazards until their dismantling is directed by the Owner.

Q. Maintenance of Devices and Barriers: Traffic control devices, warning devices, and barriers will be kept in the correct position, properly directed, clearly visible and clean,
at all times. Damaged, defaced or dirty devices or barriers will immediately be repaired, replaced or cleaned as directed.

R. Flagger: The Contractor will provide competent flagger to direct traffic where one-way operation in a single lane is in effect and in other situations as may be required by the standards established herein.

S. Contractor Signing: The Contractor may furnish and install construction traffic directional signs along the existing traffic route. The signs will depict Contractor's logo or name, directional arrows and “deliveries”. Signs will be of sufficient size to have 6” high lettering and will be located at each decision point. All signs and their locations will be approved by the Owner. NO OTHER SIGNS ARE PERMITTED ON OWNER PROPERTY. There will be no writing or signing on printed screen fences.

T. Material Deliveries: The Contractor will make its own material and equipment deliveries. No deliveries will be made by vendors or suppliers without escort by a representative of the Contractor. The following delivery times are subject to Owner approval and can be modified by the Owner at any time.

1. Deliveries to the Baggage Claim Drive, if required, will be made between the hours of 1:00 a.m. and 8:00 a.m. and prescheduled with the Owner.

2. Deliveries to the Ticket Level Drive, if required, will be made between the hours of 9:00 p.m. and 5:00 a.m. and prescheduled with the Owner.

3. Deliveries for trafficking of materials and equipment within public areas of the Main Terminal Building or Long Term Parking Garage will be made only between the hours of 9:00 p.m. and 5:00 a.m.

4. Deliveries and trafficking of materials and equipment within public areas of the Airside Terminal Building will be made only between the hours of 10:00 p.m. and 6:00 a.m.

5. All trash is to be sealed and tied down in such a manner that it will not dirty the floor. The removal, in dustproof sealed containers, of debris will be scheduled the same as deliveries. Specific requirements will be covered at the Preconstruction Conference.

U. Elevator Use: Existing passenger elevators and escalators will not be used. However, the existing “Service Elevator” may be used if requested.

V. All dollies, floats, or other conveyances used for debris removal will be rubber tired, box type, and lined with plastic barrier to prevent debris falling from the cart. All carts are to be loaded within the confines of the dust barrier. Transport of debris through public spaces, if permitted, will be made only after coordination of times and routes with the Owner.

W. Notification: On days when construction traffic is expected to be extra heavy or when oversized pieces of equipment are to be delivered, give the Owner a minimum of 72 hour notice prior to the event.
X. Interference Request:

1. The Contractor will be responsible for notifying the Owner in writing of, and securing approval for, any and all interruptions or interference with traffic (pedestrian, automobile), or other necessary function of the Airport or any of the airlines.

2. The request will include a traffic control plan indicating barricades, arrow boards, variable message boards, lighting and flagmen where required.

3. Such notification will be made as soon as possible but in no case less than 48 hours prior to the interference.

4. The Contractor should utilize a standard Maintenance / Construction Notification (MCN) form addressed to the Owner with a blank space for a description of the interference, the exact area affected, map of the location, and the exact times and dates the interference will take place and blanks for Owner's approval. The forms will be submitted in electronic format. No interference will be allowed until the Contractor has received back a copy of the approved interference request form.

Y. Personnel Traffic:

1. General: All construction personnel will be restricted to construction areas. They will wear shirts with sleeves and long pants at all times.

2. Walkways: When walking from the Contractor's parking lot to the job site, existing walkways and crossings will be used. The Contractor will not use vehicle traffic lanes as walkways.

3. Elevators/Escalators: Existing elevators and escalators will not be used at any time for the transporting of construction personnel or construction materials. The entry to all elevators will not be blocked at any time.

4. Use of Public Areas: The Contractor's workers will not utilize public areas for taking their "work breaks" or "lunch breaks." Areas for this purpose can be designated by the Owner upon request. No public toilets will be used by any workers at any time.

5. Use of Restaurants: The Contractor's workers will not use restaurants, lounges or other concession areas within the Airport, unless approved by the Owner.

Z. Character of Workers:

1. The Contractor will, at all times, employ sufficient labor and equipment for prosecuting the Work to full completion in the manner and time required by the Contract Documents.

2. All workers will have sufficient skill and experience to properly perform the
Work assigned to them. Workers engaged in special Work or skilled Work will have sufficient experience in such Work, and in the operation of the equipment required, to perform the Work satisfactorily. This includes proper certification or training for equipment operators. Upon request by the Owner, the Contractor shall supply copies of all certification or training certificates.

3. The failure to provide adequate labor and equipment may be considered cause for terminating the Contract.

4. Any person employed by the Contractor or a subcontractor who, in the opinion of the Owner, does not perform their Work in a proper and skillful manner or is intemperate or disorderly, will, at the written request of the Owner, be removed forthwith by the Contractor or subcontractor employing such person and will not be employed again in any portion of the Work without the approval of the Owner.

5. Should the Contractor or subcontractor fail to remove such person or persons or fail to furnish suitable and sufficient personnel for the proper prosecution of the Work, the Owner may suspend the Work by written notice until compliance with such orders.

6. No firearms are permitted on Project site at any time.

1.05 METHODS AND EQUIPMENT

A. All equipment which is proposed to be used on the Work will be of sufficient size and in such mechanical condition as to meet requirements of the Work and to produce a satisfactory quality of Work. Equipment used on any portion of the Work will be such that no injury to previously completed Work, adjacent property, or existing Airport facilities will result from its use.

B. When the methods and equipment to be used by the Contractor in accomplishing the Work are not prescribed in the Contract, the Contractor is free to use any methods or equipment that will accomplish the Work in conformity with the requirements of the Contract Documents.

C. When the Contract specifies the use of certain methods and equipment, such methods and equipment will be used unless others are authorized by the Owner. If the Contractor desires to use a method or type of equipment other than specified in the Contract, Contractor may request approval from the Owner to do so. The request will be in writing and will include a full description of the methods and/or equipment proposed and the reasons for desiring to make the change. If approval is given, it will be on the condition that the Contractor will be fully responsible for producing work in conformity with the Contract Documents. If, after trial use of the substituted methods or equipment, the Owner determines that the Work produced does not meet the Contract Documents, the Contractor will discontinue the use of the substitute method or equipment and will complete the remaining Work with the specified methods and equipment.

D. The Contractor will remove any deficient Work and replace it with Work of specified
quality, or take such other corrective action as the Owner may direct. No change will be made in basis of payment for items in the Contract involved or in Contract Time as a result of authorizing a change in methods or equipment under this Section.

1.06 HOURS OF WORK

A. Work hours will comply with the Project Schedule requirements specified in Section 01315 - SCHEDULES, PHASING. In addition, the following limitations apply:

1. Work may proceed at any time (24 hours a day) unless otherwise indicated on Drawings with the following exceptions (all hours subject to Owner approval).

   a. All Work in areas above and including suspended ceilings which are above areas open for access by the public, tenant, and non-construction personnel will be restricted to times when these areas are unoccupied, typically 12:00 p.m. midnight to 8:00 a.m.

   b. All Work in areas above entrance roadways to the Long Term Garage will be restricted to periods between 10:00 p.m. and 5:00 a.m.

   c. All Work in areas above roadways will be restricted to periods between 9:00 p.m. and 5:00 a.m. on the Ticket Level Drive and between 1:00 a.m. and 8:00 a.m. (after the last arriving flight) on the Baggage Claim Level Drive.

   d. All Work in areas above exit roadways to the Long Term Parking Garage will be restricted to periods between 1:00 a.m. and 8:00 am.

   e. Work involving total isolation (i.e. floor to the underside of the deck) of a site may proceed at any time (24 hours a day).

   f. One lane of each Shuttle APM leg will be made available by the Authority from midnight to 6:00 a.m. each night. Double lane shut down will be coordinated on an individual basis.

2. Holiday blackout periods

   a. FAA Moratorium at Thanksgiving: 3rd Saturday in November through 4th Monday in November. No work allowed near navigational aid critical areas and working in proximity to FAA cables. No runway closures.

   b. FAA Moratorium at Christmas: 3rd Saturday in December until January 2. No work allowed near navigational aid critical areas and working in proximity to FAA cables. No runway closures.

   c. Spring Break: Second week in March through mid-April. No runway closures.

   d. All three blackout periods noted above will have limited or restricted work hours throughout the campus. Work shall not impact the normal
operations of the airport. Close coordination and Owner approval will be required for all work activities during these time periods.

3. Disruptive Work will be defined as any activity (including excessive noise, air pollution [dust, etc.] and similar events) that adversely disrupts, hinders or impacts normal Airport operations. These activities will be conducted so as not to interfere with the normal operation of the Airport. Work which may be considered disruptive will be conducted by the Contractor during middle of the night hours as designated by the Owner. When directed by the Owner to cease Disruptive Work, the Contractor will immediately suspend and discontinue the Disruptive Work. Work will not be resumed until directed by the Owner. Contractor’s claim for additional cost or additional Contract Time for suspending Disruptive Work will not be accepted.

1.07 DAILY CLEAN-UP AND TRASH REMOVAL

A. Debris from Work will be promptly removed from the Project site at least daily. Debris will not be allowed to become a hazard to the safety of the public. Areas occupied by the Owner and Building Tenants will be kept clean at all times.

B. The Contractor will be responsible for clean-up and trash removal. Accumulation of trash and debris will not be allowed and the Owner may at any time direct the Contractor to immediately remove its trash and debris from the site of the Work when, in the opinion of the Owner, such trash constitutes a nuisance or in any way hinders the Work or the Airport’s operations. If the Contractor should fail to remove its trash and debris from the site of the Work in a timely manner, the Owner may have this Work performed and deduct the cost of such from Contractor's payment.

1.08 CLEANING AND PROTECTION

A. General: During all Work at the Project Site, clean and protect Work in progress and adjoining Work on the basis of continuous daily maintenance. Apply protective covering on installed Work to ensure freedom from damage or deterioration.

B. Clean and perform maintenance on installed Work as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.

C. Limiting Exposures of Work: To the extent possible through appropriate control and protection methods, supervise performance of the Work in such a manner and by such means which will ensure that none of the Work, whether completed or in progress, will be subjected to harmful, dangerous, damaging or otherwise deleterious exposure during the construction period. Such exposures include, where applicable, but are not limited to, the following:

1. Excessive static or dynamic loading.
2. Excessive internal or external pressures.
3. Excessive electrical loading.
4. Solvents.
5. Chemicals.
7. Puncture.
8. Abrasion.
9. Heavy Traffic.
10. Soiling.
12. High speed operation, improper lubrication, unusual wear.
13. Improper shipping or handling.
14. Theft.
15. Vandalism.

D. Protection at Openings: Contractor will provide protection at all openings in structures and finishes to maintain the building weather and dust tight. All protection will be of solid material and substantial so that it will not be disturbed by wind and weather normal to the area and season, and will also be tight fitting to prevent noise infiltration.

E. Protection of Improvements:

1. Damage to Existing Facilities: Existing surfaces and materials of the Owner's property not requiring work by the Contract Documents that are damaged by the Contractor's operations will be immediately repaired. Repaired surfaces and materials will match existing adjacent undamaged surfaces and materials. Repair work will be coordinated with the Owner with regards to time and method.

2. All roads used by the Contractor during construction will be restored and/or replaced to their original condition.

3. Accidental Demolition: All structures or parts thereof that may become damaged due to accident or Contractor's error will be restored to their original condition at no cost to the Owner. Materials and equipment being used in the repair or replacement resulting from damage will be new and will perform at the manufacturer's published capacities. If the existing equipment or materials cannot be identified, or if unavailable, the selection of the replacement will be subject to approval by the Owner in writing.
4. Flooring: Where new carpeting, tile, terrazzo, or other flooring material has been installed, Contractor will fully protect such flooring from all damage and staining by Contractor’s forces and the Owner may deduct from the Contractor’s Contract Sum such sums as may be necessary to cover the cost of repairing and replacing such new flooring.

F. Owner’s - Standards of Construction:

1. Hazardous Materials:
   a. ANY PRODUCT OR MATERIAL THAT CONTAINS ASBESTOS MATERIAL WILL NOT BE PERMITTED ON THIS PROJECT.
   b. ANY PAINT CONTAINING LEAD WILL NOT BE USED ON THIS PROJECT.

2. Building:
   a. Materials and finishes used in the Work will have a fire rating at least equal to the rating required for the type of space in which the Work is to be performed.
   b. No work will be performed which, when complete, will result in the degradation of the fire rating for the space.
   c. Any penetration of existing ceilings or walls which will break the fire rating of the ceiling or wall will be patched to obtain the same fire rating and to the satisfaction of the Owner.
   d. Any ceiling access panel now existing will remain in its present location and cannot be covered in a manner to prevent access.
   e. Any ceiling, other than Contractor’s own space, that must be accessed or crossed from above will be done only with prior permission of the Owner.
   f. Wood framing is prohibited for partitioning.

G. Overhead Protection:

1. No cranes with or without loads or other construction equipment will cross over non-construction personnel, their travel ways which include but are not limited to, walkways, roadways, or passenger transfer system tracks.

2. The plan of operation of cranes and other hoisting equipment will be established in writing by the Contractor. This plan of operation will be subject to review by the Owner.

3. Specific areas affected by construction may require protective covering. These protection coverings will be adequate to insure the protection of life and property and the continuous operation of the Airport. The layout and location
of the protective systems will be subject to review and rejection by the Owner. Structural integrity of protection systems will be the responsibility of the Contractor.

4. The use of helicopters to lift, place, or otherwise maneuver equipment is expressly prohibited.

1.09 CONSERVATION AND SALVAGE

A. General:

Contractor shall refer to the Owner’s Sustainability Master Plan for Owner’s conservation and salvage policies prior to the start of construction.

1. It is a requirement for supervision and administration of the Work that construction operations be carried out with the maximum possible consideration given to conservation of energy, water and materials. In addition, maximum consideration will be given to salvaging materials and equipment involved in performance of the Work but not incorporated therein.

2. Refer to other sections for required disposition of salvage materials which are the Owner’s property.

PART 2 – PRODUCTS

Not used.

PART 3 – EXECUTION

Not used.

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**I: IMPLOSION (CONTROLLED DEMOLITION, INC.)**

| ALL PLANS | TO BE INSERTED UPON DESIGN COMPLETION |