



HILLSBOROUGH COUNTY  
AVIATION AUTHORITY

**PROJECT MANUAL**

FOR

**Common Use Self Service  
HCAA Project No. 6331 15**

TAMPA INTERNATIONAL AIRPORT  
TAMPA, FLORIDA

Prepared By: Procurement Department

ISSUE DATE: JANUARY 20, 2017

AWARD DATE: FEBRUARY 2, 2017

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Authority Project No. 6331 15

TAMPA INTERNATIONAL AIRPORT  
Tampa, Florida

### TITLE

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## **ADDENDUM NO. 1 ITEMS**

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**Project Name: Common Use Self Service (CUSS) - Technology Package**

**HCAA No.: 6331 15**

**Airport: Tampa International Airport**

### **Bid Schedule**

Remove Section 00340 BID SCHEDULE and replace with the attached, revised Section 00340 BID SCHEDULE in its entirety.

### **Questions and Responses**

1. **Question** Does TPA require the Management CUSS server to be installed locally or can it be provided as a cloud service?

**Response:** All of the other SUPPS/RMS servers are installed locally at TPA, HCAA's desire is to have the Management CUSS server installed locally at TPA as well. Cloud is not preferred.

2. **Question:** If the Management CUSS server does need to be installed locally, does TPA IT have an email server that can be used to relay the email/sms alerts?

**Response:** Yes, Microsoft Exchange mail server is installed locally.

3. **Question:** Please confirm that TPA would like to outfit the kiosks with dual bag tag printers to reduce the need to load stock.

**Response:** Yes all kiosks should be outfitted with dual bag tag printers.

4. **Question:** Section 3.1.4 #5 states: "Any communication elements required for each airline to interface with kiosks will be provided by AirIT". What are "elements"?

**Response:** AirIT shall identify any communication elements (gateways, routers, etc.) that are required by the airlines to communicate with the host. These elements must be coordinated with HCAA ITS to purchase the items and AirIT will be responsible for the configuration and installation.

5. **Question:** Does HCAA IT department have a time server that the kiosks can synchronize too?

**Response:** Yes.

6. **Question:** Section 3.1.7 #8 Item J states: "Same bag tag and boarding pass stock as current EASE workstations". Boarding pass stock will not be identical and boarding pass stock. Bag Tag stock will match.

**Response:** We understand that the bag tag stock for the CUSS kiosks will match what is being used in the current and future SUPPS workstations at TPA. The Boarding stock is also required to be the same as per the requirements. If the kiosk stock cannot be matched, can the EASE workstation boarding pass stock be changed to match the kiosks boarding pass stock?

### **Drawing Modifications**

**Drawing G.00.100** – Remove and replace Drawing G.00.100 with the attached, revised drawing G006.



## **ADDENDUM NO. 1 ITEMS**

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### **Specification Modifications**

**T-100 CUSS Implementation** – Remove and replace Page T-100-35 with the attached, revised Page T-100-35.

**HCAA Project No. 6331 15**  
**Common Use Self Service**  
**Technology Package**  
**Tampa International Airport**  
**Tampa, Florida**

**Hillsborough County Aviation Authority**

<b>Bid Item Number</b>	<b>Item Description and Bid Price Per Unit</b> <i>(In Words)</i>	<b>Bid Price Per Unit</b> <i>(In Numbers)</i>	<b>Est Qty</b>	<b>Unit</b>	<b>Total Amount Per Item</b> <i>Unit Price Times Est Qty</i>
A-100-1	Mobilization				
	<i>Dollars</i> _____ <i>Cents</i> _____	\$ _____	1	LS	\$ _____
	<i>Bid Price Per Unit In Words</i>	<i>In Numbers</i>			
T-100-1	CUSS Kiosk Floor Units				
	<i>Dollars</i> _____ <i>Cents</i> _____	\$ _____	10	EA	\$ _____
	<i>Bid Price Per Unit In Words</i>	<i>In Numbers</i>			
T-100-2	Two (2) Workstation Ticket Counter C/SUPPS Equipment Installation				
	<i>Dollars</i> _____ <i>Cents</i> _____	\$ _____	4	EA	\$ _____
	<i>Bid Price Per Unit In Words</i>	<i>In Numbers</i>			
T-100-3	System Configuration (Mobilization, Substantial Completion and Final Acceptance)				
	<i>Dollars</i> _____ <i>Cents</i> _____	\$ _____	1	LS	\$ _____
	<i>Bid Price Per Unit In Words</i>	<i>In Numbers</i>			
T-100-4	CUSS AND SUPPS Training				
	<i>Dollars</i> _____ <i>Cents</i> _____	\$ _____	1	LS	\$ _____
	<i>Bid Price Per Unit In Words</i>	<i>In Numbers</i>			
T-100-5	Software Warranty Year 1				
	<i>Dollars</i> _____ <i>Cents</i> _____	\$ _____	1	LS	\$ _____
	<i>Bid Price Per Unit In Words</i>	<i>In Numbers</i>			

Bid Item Number	Item Description and Bid Price Per Unit <i>(In Words)</i>	Bid Price Per Unit <i>(In Numbers)</i>	Est Qty	Unit	Total Amount Per Item <i>Unit Price Times Est Qty</i>
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T-100-6	Hardware Warranty Year 1				
		Dollars _____ Cents \$ _____	1	LS	\$ _____
	<i>Bid Price Per Unit In Words</i>				<i>In Numbers</i>

T-100-7	CUSS AND SUPPS/RMS Onsite Support (1 FTE, 1 Year)				
		Dollars _____ Cents \$ _____	1	LS	\$ _____
	<i>Bid Price Per Unit In Words</i>				<i>In Numbers</i>

T-100-8	CUSS Airline Application Setup & Configuration				
		Dollars _____ Cents \$ _____	11	EA	\$ _____
	<i>Bid Price Per Unit In Words</i>				<i>In Numbers</i>

Sub-total for all Bid Items not including Owner's Allowance

\$ \_\_\_\_\_

	Owner's Allowance				
	Fifty Thousand	Dollars _____ Zero _____ Cents \$ _____	1	Allow	\$ _____ 50,000.00
	<i>Bid Price Per Unit In Words</i>				<i>In Numbers</i>

Total Bid Amount including Owner's Allowance

Dollars \_\_\_\_\_ Cents \$ \_\_\_\_\_  
*Total Bid Amount in Words* \_\_\_\_\_ *In Numbers*

**NOTE:** Basis of payment will be in accordance with the technical specifications applicable to each Bid Item Number.

Name of Bidder: \_\_\_\_\_  
*(Typed or Printed)*

Signature of Bidder: \_\_\_\_\_  
*(Same as Bid Form)*


Title: \_\_\_\_\_

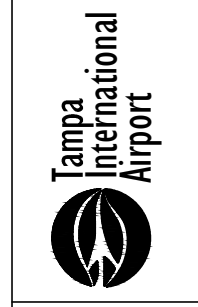
Date: \_\_\_\_\_

**SUMMARY OF QUANTITIES**

ITEM NUMBER	ITEM DESCRIPTION	UNIT	BID QUANTITY	CHANGE ORDERS					FINAL QUANTITY	REMARKS
				CCO #1	CCO #2	CCO #3	CCO #4	CCO #5		
<b>GENERAL CONDITIONS</b>										
A-100-1	MOBILIZATION	LS	1							
<b>TECHNOLOGY</b>										
T-100-1	CUSS KIOSK FLOOR UNITS	EA	10							
T-100-2	TWO (2) WORKSTATION TICKET COUNTER C/SUPPS EQUIPMENT INSTALLATION	EA	4							
T-100-3	SYSTEM CONFIGURATION (MOBILIZATION, SUBSTANTIAL COMPLETION AND FINAL ACCEPTANCE)	LS	1							
T-100-4	CUSS AND SUPPS TRAINING	LS	1							
T-100-5	SOFTWARE WARRANTY YEAR 1	LS	1							
T-100-6	HARDWARE WARRANTY YEAR 1	LS	1							
T-100-7	CUSS AND SUPPS/RMS ONSITE SUPPORT (2 FTE, 1 YEAR)	LS	1							
T-100-8	CUSS AIRLINE APPLICATION SETUP & CONFIGURATION	EA	11							

DATE	REVISIONS	BY		AUTH.
		SCS	MJS	
1/5/17	A			

RS&H, Inc. 1715 N. Westshore Blvd., Suite 500  
 Tampa, Florida 33607-3999  
 www.rsandh.com  
 FLORIDA REG. #02002058  
 LICENSED CONTRACTOR  




PROJECT NAME  
 COMMON USE SELF SERVICE –  
 TECHNOLOGY PACKAGE  
 TAMPA INTERNATIONAL AIRPORT, TAMPA, FL

F.A.A. NO. \_\_\_\_\_ N/A  
 HCAA NO. \_\_\_\_\_ 6331 15  
 JOB NO. \_\_\_\_\_ 204-0001-018

DESIGN \_\_\_\_\_ RPE  
 DRAWN \_\_\_\_\_ SCS  
 CHECKED \_\_\_\_\_ MJS  
 FILE NAME \_\_\_\_\_

SCALE: \_\_\_\_\_ AS SHOWN  
 DATE: \_\_\_\_\_ JANUARY 6, 2017

SHEET TITLE  
 SUMMARY OF  
 QUANTITIES

G.00.100

## 6.2 Maintenance and Support

### 6.2.1 General

1. The maintenance and support requirements associated with all components and new software implemented as part of this project shall adhere to the requirements developed and implemented as part of Phase 1 and Phase 2 of the SUPPS implementation.
2. AirIT shall provide two (2) full time staff member to be located on-site who will perform warranty and maintenance services for all equipment and software provided in Phases 1, Phase 2 and the CONRAC. This shall be for a duration of one (1) year from final system acceptance.

## 7 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

### 7.1 METHOD OF MEASUREMENT

1. All CUSS and SUPPS implementation work done shall be measured on a lump sum basis by the number of equipment units installed, ready for operation, tested as required, and accepted as satisfactory. This shall include all work required to provide a complete installation. Locations shall consist of ticket counters and kiosks in the CONRAC.

### 7.2 BASIS OF PAYMENT

1. Payment shall be made per each complete location installation which has been accepted by the Construction Manager. This price shall be full compensation for furnishing all materials and for all preparation, assembly, and installation of these materials, and for all labor, equipment, tools, and incidentals necessary to complete this item in accordance with the provisions and intent of the plans and specification.

Payment will be made under:

Item T-100-1	CUSS Kiosk Floor Units - per each
Item T-100-2	Two (2) Workstation Ticket Counter C/SUPPS Equipment Installation – per each
Item T-100-3	System Configuration (Mobilization, Substantial Completion and Final Acceptance) - per lump sum
Item T-100-4	CUSS and SUPPS Training – per lump sum
Item T-100-5	Software Warranty Year 1 – per lump sum
Item T-100-6	Hardware Warranty Year 1 – per lump sum
Item T-100-7	CUSS and SUPPS / RMS Onsite Support (1 FTE, 1 Year) – per lump sum
<u>Item T-100-8</u>	<u>CUSS Airline Application Setup &amp; Configuration - per each</u>



## CONTRACT

This **CONTRACT** is made and entered into this 2nd day February, 2017, by and between Air-Transport IT Services, Inc., hereinafter designated as the **Contractor**, and the **Hillsborough County Aviation Authority**, Tampa, Florida, hereinafter referred to as the **Owner**.

WITNESSETH:

THAT THE CONTRACTOR, for the consideration hereinafter fully set out hereby agrees with the Owner as follows:

1. THE CONTRACTOR will provide the materials and labor specified and perform, in a first class manner, all Work in connection with the COMMON USE SELF SERVICE (CUSS) 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 COMMON USE SELF SERVICE, and dated December 15, 2016.

TECHNICAL SPECIFICATIONS entitled COMMON USE SELF SERVICE TECHNOLOGY PACKAGE, and dated December 6, 2016

DRAWINGS entitled COMMON USE SELF SERVICE – TECHNOLOGY PACKAGE, and dated December 6, 2016.

ADDENDUM numbered 1, inclusive.

2. THE CONTRACTOR will commence the Work within ten days after the date of Contractor's receipt of Owner's written Notice to Proceed or such later date set by the Owner in the Notice to Proceed and will achieve Substantial Completion of all Work under this Contract within 180 days after commencement of the Work pursuant to the Notice to Proceed, unless such date is modified by the parties in writing.

3. The Owner hereby agrees to pay the Contractor the Contract amount of Five Hundred Sixty Eight Thousand Eight Hundred Ten and No One Hundredths Dollars (U.S.) (\$568,810.00) for the Work in accordance with the Contractor's listed amounts specified for the item(s) in the bid tabulation, acknowledged by the Contractor, and included as Attachment 1. Payments will be made for Work actually performed by Contractor 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 if the Contractor has not achieved Substantial Completion of the Work by the specified date on completion (as adjusted if applicable), Contractor shall pay Owner the sum of Two Thousand Five Hundred and No One Hundredths Dollars (\$2,500.00) 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 the liquidated damages described in this paragraph are solely for delay and loss of use and shall be Owner's sole and exclusive remedy for delay damages. Notwithstanding the foregoing provisions of this Section 4, if the Contractor is delayed in completing the Work at the specified time due to the fault of the Owner (such as, for example, Owner's failure to timely furnish specifications, drawings, or plans needed by Contractor for prosecuting the Work), Owner's other contractors or vendors, or delay caused by failure to acquire regulatory approvals and permits, force majeure, or any cause not within the reasonable control of the Contractor, the Contractor shall be entitled to an appropriate extension of time to complete without

payment of the aforesaid liquidated damages.

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, 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. The Contractor will perform at least 50% of the Project Work with its own forces.

7. 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.

8. To the fullest extent permitted by law, and in addition to the Contractor's obligation to provide, pay for and maintain insurance as set forth elsewhere in the Contract Documents, the Contractor will indemnify and hold harmless the Owner and its directors, officers, employees, servants, agents and volunteers from all suits, actions, damages or claims, including but not limited to reasonable attorney's fees (and attorney's fees and costs incurred in proving reasonable attorney's fees), of any character brought because of any injuries or damage received or sustained by any person, persons or property which in whole or in part arise on account of the operation of the Contractor; or on account of or in consequence of any neglect in safeguarding the Work; or through use of unspecified materials in constructing the Work; or because of any act or omission, neglect, or misconduct of said Contractor, its Subcontractors, sub-subcontractors, materialmen, or agents of any tier, their respective officers, employees, agents, servants, or assigns; or from any claims or amounts arising or recovered under the "Workman's Compensation Act", or any other law, ordinance, order or decree; regardless of whether such injuries or damage are caused in part by the negligence of the parties indemnified herein. Contractor's indemnity obligation to the Owner is as provided in this Section notwithstanding any limitations on liability which may otherwise exist under the provisions of the Workers' Compensation Law.

9. To the maximum extent permitted by Florida law, Contractor will indemnify and hold harmless Owner and its directors, officers, employees, servants, agents and volunteers from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees (and attorneys' fees and costs incurred in proving reasonable attorneys' fees), to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor or anyone employed or utilized by Contractor in the performance of this Contract.

10. In addition to the duty to indemnify and hold harmless Owner, Contractor will have the duty to defend Owner and its directors, officers, employees, servants, agents and volunteers from all claims, damages, losses or costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor or anyone employed or utilized by Contractor in the performance of this Contract. The duty to defend under this Section is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any

ultimate liability of the Contractor, Owner and any indemnified party. The duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to Contractor. Contractor's obligation to indemnify and defend will survive the expiration or earlier termination of this Contract until it is determined by final judgment that an action against the Owner or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.

11. Indemnification for Infringement. Contractor will pay all royalty and license fees required for the design and construction of any portion of the Project assigned to it. To the maximum extent permitted by law, Contractor will defend any and all suits or claims for infringement of patent, copyright, or other intellectual property rights and will indemnify and save Owner harmless from all loss or expense on account thereof (including attorneys' fees).

12. 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.

13. If Paragraphs 8-12 or any part of Paragraphs 8-12 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.

14. It is specifically agreed between the parties executing the Contract that it is not intended that any of the provisions of any part of this Contract creates 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.

15. This Contract will be terminated in accordance with Florida Statute Section 287.135(3) if it is found that 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 or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Florida Statute Section 215.473.

16. CHAPTER 119 FLA. STATUTES 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.

17. 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.

18. Nondiscrimination

A. Compliance with Nondiscrimination Requirements

During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees as follows:

1. Compliance with Regulations: The Contractor (hereinafter includes subcontractors and consultants) will comply with the Title VI List of Pertinent Nondiscrimination Statutes and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Contract.
2. Nondiscrimination: The Contractor, with regard to the work performed by it during the Contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor’s obligations under this Contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books,

records, accounts, other sources of information, and its facilities as may be determined by the Owner or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Owner or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of Contractor's noncompliance with the Nondiscrimination provisions of this Contract, the Owner will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Contractor under the Contract until the Contractor complies; and/or
- b. Cancelling, terminating, or suspending the contract, in whole or in part.

6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through five in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Owner or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in or is threatened with litigation by a subcontractor or supplier because of such direction, the Contractor may request the Owner to enter into any litigation to protect the interests of the Owner. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

B. Title VI List of Pertinent Nondiscrimination Authorities

During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
2. 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
4. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
6. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

7. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
8. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
9. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, Contractor must take reasonable steps to ensure that LEP persons have meaningful access to Contractor’s programs (70 Fed. Reg. at 74087 to 74100); and
12. Title IX of the Education Amendments of 1972, as amended, which prohibits Contractor from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

REMAINDER OF PAGE LEFT BLANK

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

By the Contractor this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

ATTEST:

**Air-Transport IT Services, Inc.**

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Print Name

\_\_\_\_\_

Print Address

\_\_\_\_\_

\_\_\_\_\_

Signed, sealed, and delivered  
in the presence of:

\_\_\_\_\_

Witness

\_\_\_\_\_

Print Name

\_\_\_\_\_

Witness

\_\_\_\_\_

Print Name

**Notary for Air-Transport IT Services, Inc.**

**STATE OF** \_\_\_\_\_

**COUNTY OF** \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2017 by  
\_\_\_\_\_ in the capacity of \_\_\_\_\_, of Air-Transport IT  
Services, Inc. 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 \_\_\_\_\_, 2016.

**HILLSBOROUGH COUNTY AVIATION AUTHORITY**

*(Affix Corporate Seal)*

By: \_\_\_\_\_  
Robert I. Watkins, Chairman

**ATTEST:**

\_\_\_\_\_  
Victor D. Crist, 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 \_\_\_\_\_, 2017,  
by Robert I. Watkins, in the capacity of Chairman, and by Victor D. Crist, 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



## HCAA Project No. 6331 15

## Common Use Self Service

## Technology Package

## Tampa International Airport

## Tampa, Florida

## Hillsborough County Aviation Authority

Bid Item Number	Item Description and Bid Price Per Unit <i>(In Words)</i>	Bid Price Per Unit <i>(In Numbers)</i>	Est Qty	Unit	Total Amount Per Item <i>Unit Price Times Est Qty</i>
A-100-1	Mobilization				
	Fourteen Thousand Five Hundred Seventy Seven	Zero			14,577.00
	<i>Dollars</i>	<i>Cents</i>	\$	1 LS	\$
	<i>Bid Price Per Unit In Words</i>	<i>In Numbers</i>			
T-100-1	CUSS Kiosk Floor Units				
	Seventeen Thousand Two Hundred Seventy Four	Zero			172,740.00
	<i>Dollars</i>	<i>Cents</i>	\$	10 EA	\$
	<i>Bid Price Per Unit In Words</i>	<i>In Numbers</i>			
T-100-2	Two (2) Workstation Ticket Counter C/SUPPS Equipment Installation				
	Nine Thousand Seven Hundred	Zero			38,800.00
	<i>Dollars</i>	<i>Cents</i>	\$	4 EA	\$
	<i>Bid Price Per Unit In Words</i>	<i>In Numbers</i>			
T-100-3	System Configuration (Mobilization, Substantial Completion and Final Acceptance)				
	Seventy Eight Thousand Two Hundred Twenty	Zero			78,220.00
	<i>Dollars</i>	<i>Cents</i>	\$	1 LS	\$
	<i>Bid Price Per Unit In Words</i>	<i>In Numbers</i>			
T-100-4	CUSS AND SUPPS Training				
	Seven Thousand Two Hundred Sixty	Zero			7,260.00
	<i>Dollars</i>	<i>Cents</i>	\$	1 LS	\$
	<i>Bid Price Per Unit In Words</i>	<i>In Numbers</i>			
T-100-5	Software Warranty Year 1				
	Fifteen Thousand Eight Hundred and Ninety	Zero			15,890.00
	<i>Dollars</i>	<i>Cents</i>	\$	1 LS	\$
	<i>Bid Price Per Unit In Words</i>	<i>In Numbers</i>			

Bid Item Number	Item Description and Bid Price Per Unit <i>(In Words)</i>	Bid Price Per Unit <i>(In Numbers)</i>	Est Qty	Unit	Total Amount Per Item <i>Unit Price Times Est Qty</i>
T-100-6	Hardware Warranty Year 1				
	Eight Thousand Ninety Five	Zero	8,905.00	1 LS	8,905.00
	<i>Bid Price Per Unit In Words</i>	<i>Dollars</i>	<i>Cents</i>	<i>\$</i>	<i>In Numbers</i>
T-100-7	CUSS AND SUPPS/RMS Onsite Support (1 FTE, 1 Year)				
	One Hundred Thousand Four Hundred Twenty Eight	Zero	100,428.00	1 LS	100,428.00
	<i>Bid Price Per Unit In Words</i>	<i>Dollars</i>	<i>Cents</i>	<i>\$</i>	<i>In Numbers</i>
T-100-8	CUSS Airline Application Setup & Configuration				
	Seven Thousand Four Hundred Fifty Four	Zero	7,454.00	11 EA	81,990.00
	<i>Bid Price Per Unit In Words</i>	<i>Dollars</i>	<i>Cents</i>	<i>\$</i>	<i>In Numbers</i>
Sub-total for all Bid Items not including Owner's Allowance					
					\$ 518,810.00
Owner's Allowance					
	Fifty Thousand	Zero	50,000.00	1 Allow	50,000.00
	<i>Bid Price Per Unit In Words</i>	<i>Dollars</i>	<i>Cents</i>	<i>\$</i>	<i>In Numbers</i>
Total Bid Amount including Owner's Allowance					
	Five Hundred Sixty Eight Thousand Eight Hundred Ten	Zero	568,810.00		
	<i>Total Bid Amount in Words</i>	<i>Dollars</i>	<i>Cents</i>	<i>\$</i>	<i>In Numbers</i>

**NOTE:** Basis of payment will be in accordance with the technical specifications applicable to each Bid Item Number.

Name of Bidder: Christopher B. Keller

*(Typed or Printed)*

Signature of Bidder: 

*(Same as Bid Form)*

Title: President & COO

Date: January 19, 2017

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: \_\_\_\_\_ FID or EIN No.: \_\_\_\_\_

Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

I, \_\_\_\_\_, as a representative of \_\_\_\_\_, certify and affirm that this company will comply with the E-Verification requirements of Executive Order Number 11-116.

\_\_\_\_\_  
Signature Title

\_\_\_\_\_  
Printed Name Date

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

END OF SECTION

# INSURANCE REQUIREMENTS

## PART 1 - GENERAL CONDITIONS

### 1.01 INSURANCE COVERAGE AND LIMITS

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 Authority reserves the right to take whatever actions deemed necessary to protect its interests. Required liability policies other than Workers' Compensation/Employer's Liability, will provide that the Authority, members of the Authority's governing body, and the Authority's officers, volunteers and employees are included as additional insureds. Contractor shall require that all subcontractors and subconsultants maintain insurance meeting all the requirements stated herein and have all applicable policies endorsed to name the Authority, members of the Authority's governing body, and the Authority's officers, volunteers and employees named Additional Insureds. Before subcontractor or subconsultant commences work, Contractor will submit evidence that the subcontractor or subconsultant has complied with this provision to Owner.

#### 1.01.01 Workers' Compensation/Employer's Liability:

The minimum limits of insurance (inclusive of any amount provided by an umbrella or excess policy) are:

Part One:	"Statutory"
Part Two:	
Each Accident	\$1,000,000
Disease - Policy Limit	\$1,000,000
Disease - Each Employee	\$1,000,000

#### 1.01.02 Commercial General Liability:

The minimum limits of insurance (inclusive of any amounts provided by an umbrella or excess policy) without exclusion for independent contractors, XCU, or broad form property damage, 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, the Contractor under this Contract or the use or occupancy of Authority premises by, or on behalf of, Contractor in connection with this Contract. Coverage for Products and Completed Operations shall remain in force for a period of three years following substantial completion in the amount of \$1,000,000. Coverage shall be provided 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.

	<u>Contract Specific</u>
General Aggregate	\$1,000,000
Each Occurrence	\$1,000,000
Personal and Advertising Injury Each Occurrence	\$1,000,000
Products and Completed Operations Aggregate	\$1,000,000

1.01.03 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 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	\$1,000,000
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1.01.04 Professional Liability

Such insurance will be maintained throughout the Project and for three years following substantial completion of the Project. Any deductible amount over \$50,000 must be approved in writing by the Owner. This policy shall be endorsed to include contractual liability. Coverage will include all work of the Contractor, including but not limited to, areas with possible environmental impact, without any exclusions, unless approved in writing by the Owner. Coverage shall remain in force for a period of three years following substantial completion of the Project in the amount of \$1,000,000 The limits of coverage will not be less than:

Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000

1.01.05 Cyber Liability & Data Storage

Company shall purchase and maintain, throughout the life of the contract, Cyber Liability Insurance which will respond to damages resulting from any claim arising out of network security breaches and unauthorized disclosure or use of information. Such Cyber Liability coverage shall also include coverage for "Event Management," including, but not limited to costs and expenses relating to notifying effected customers/users of security breach, providing credit monitoring services, computer forensics costs, and public relations expenses, resulting from a breach of security or other compromising release of private data.

The minimum limits of liability shall be:

Each Occurrence	\$1,000,000
Annual Aggregate	\$1,000,000
Event Management Expenses	\$1,000,000

Such Cyber Liability coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of this Contract and such claims-made coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

1.01.06 Waiver of Subrogation

Company, 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 Authority, members of Authority's governing body and the Authority's officers, volunteers and employees, for damages or loss to the extent covered and paid for by any insurance maintained by the Company.

1.01.07 Conditions of Acceptance

The insurance maintained by Company must conform at all times with the Authority's Standard Procedure S250.06, Contractual Insurance Terms and Conditions, which may be amended from time to time.

## GENERAL CONDITIONS OF THE CONTRACT

### 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, 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 Documents represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The parties will not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein.
2. No changes, amendments or modifications of any of the terms or conditions of the Contract will be valid unless reduced to writing and signed by both parties. The Contract may be amended or modified only by a Modification. Except as provided in Paragraph 3.18, nothing contained in the Contract Documents will be construed to create any contractual relationship (1) between the Design Professional and the Contractor, (2) between the Owner or the Design Professional and a Subcontractor or Sub-Subcontractor, (3) between the Owner and the Design Professional, or (4) between any persons or entities other than the Owner and the Contractor. The Contract will be construed in accordance with the laws of the State of Florida. In any action initiated by one party against the other, venue will lie in Hillsborough County, Florida. The Design Professional will, however, be entitled to performance and enforcement or obligations under the Contract intended to facilitate performance of the Design Professional's duties.

- a. The Contractor will not assign, transfer, convey or otherwise dispose of the Contract or its right, title or interest in it without previous consent of the Owner which consent will not be unreasonably withheld. Owner's consent to any assignment will not relieve the Contractor of any of its agreements, responsibilities, or obligations under this Contract, and the Contractor will be and remain as fully responsible and liable for the defaults, acts, and omissions of Contractor's assignees and Subcontractors arising in connection with the performance of this Contract.
- b. Subject to the limitations upon assignment and transfer herein contained, this Contract will be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.
- c. The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

C. THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner or by separate contractors.

D. THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents, wherever located and whenever issued, showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

E. THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the Work, and performance of related services.

F. THE PROJECT MANUAL

The Project Manual is the volume(s) usually assembled for the Work which may include the bidding requirements, sample forms, Conditions of the Contract and Specifications.

1.02 EXECUTION, CORRELATION AND INTENT

- A. The Contract Documents must be signed in not less than duplicate by the Owner and Contractor as provided in the Contract Documents.
- B. Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.



- C. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary and what is required by one will be as binding as if required by all. Performance by the Contractor will be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results.
- D. Organization of the Specifications into divisions, sections and Parts, and arrangement of Drawings, will not control the Contractor in dividing the Work among subcontractors or in establishing the extent of Work to be performed by any trade.
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. Contract.
  2. General Requirements will govern over General Conditions.
  3. General Conditions will govern over Technical Specifications.
  4. Technical Specifications will govern over Drawings.
  5. Schedules will govern over Drawings.
  6. Large-scale Drawings will govern over smaller scale Drawings.
  7. Greater quantities will govern over lesser.
  8. 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.

To the fullest extent permitted by law, it is the parties' mutual intention that Contractor agrees to indemnify and hold harmless the Owner and its Board members, officers, employees, agents, and volunteers from and against any liabilities, claims, costs or expenses as a result of any alleged infringement of third-party rights in the documents described herein. If the previous sentence is found to conflict in any way with any applicable law, the previous sentence will be considered modified by such law to the extent necessary to remedy the conflict. This duty to indemnify shall be severable from all other provisions (indemnity or otherwise) in the Contract Documents. In addition to and separately from the duty to indemnify contained in this paragraph, Contractor agrees to defend the Owner and its Board members, officers, employees, agents, and volunteers from and against any liabilities, claims, costs or expenses as a result of any alleged infringement of third party rights in the documents described herein.

#### 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 GENERAL CONDITIONS OF THE CONTRACT.

## 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.

## 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
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- B. The Contractor will fully comply with all applicable federal, state, county, municipal or other governmental laws, executive orders, wage, hour and labor, equal employment opportunity, disadvantaged business enterprises, pollution control, and environmental regulations, applicable national and local codes, Owner Rules and Regulations, and the Contractor will obtain all necessary permits, pay all required fees and taxes, and otherwise perform these services in a legal manner. To the maximum extent permitted by law, the Contractor will indemnify and hold Owner harmless from any fees, damages, fines or costs of any kind arising out of Contractor's failure to comply with such governmental regulations. This obligation to indemnify and hold harmless will be construed separately and independently. It is the parties mutual intent that if this change is found to be in conflict of the law, the clause will be considered modified by such law to the extent necessary to remedy the conflict. The Contractor will give all notices necessary and incidental to the due and lawful prosecution of the Work so as not to delay the completion of the Work.
- C. If the Contractor observes that portions of the Contract Documents are at variance with applicable laws, statutes, ordinances, building codes, and rules and regulations, the Contractor will promptly notify the Owner in writing, and necessary changes will be accomplished by appropriate Modification.
- D. If the Contractor performs Work that it knew or should have known to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice

to the Owner and Design Professional, the Contractor will assume full responsibility for such Work and will bear the attributable costs.

- E. The Contractor will keep fully informed of all Federal and State Laws, all local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the Work, or which in any way affect the conduct of the Work. To the maximum extent permitted by law, the Contractor will at all times observe and comply with all such laws, ordinances, regulations, orders and decrees and will protect and indemnify the Owner and all Owner's officers, agents, servants, employees or volunteers, against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by the Contractor or the Contractor's employees. This obligation to indemnify and hold harmless will be construed separately and independently. It is the parties mutual intent that if this clause 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 defend the Owner, its Board members, officers, employees, agents, servants, and volunteers from any claims for fees (including attorneys' fees), damages, fines or costs of any kind arising out of Contractor's or any of the Contractor's subcontractors, sub-subcontractors, materialmen, or agents of any tier or their respective employees' failure to observe and comply with all Federal and State Laws, all local laws, ordinances and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority which in any manner affect those engaged or employed on the Work, or which in any way affect the conduct of the Work. This obligation to indemnify and hold harmless will be construed separately and independently.

### 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 the Bidder's Qualification Form. 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.

### 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 THIRD PARTY BENEFICIARY CLAUSE.

It is specifically agreed between the parties executing the Contract that the provisions of any part of the Contract do not create in the public or any member thereof any rights as a third party beneficiary nor do the provisions of any part of the Contract authorize anyone not a party to the Contract to maintain a suit for personal injuries or property damage pursuant to the provisions of the Contract.

### 3.19 RECORDS AND DOCUMENTS

The Contractor will maintain all records and documents relating to the Contract during the course of the Work and for a period of seven years after the date of Final Acceptance. This includes all books and other evidence (including but not limited to subcontracts, subcontract change orders, purchase orders, bid tabulations, proposals, and other documents associated with the Contract) bearing on the Contractor's costs and expenses under this Contract. The Contractor will make these records and documents available for inspection by the Owner at the Contractor's office at all reasonable times, without direct charge, and will provide electronic copies of all requested documents including but not limited to subcontracts, subcontract 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.

## 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. Waiver of Claims: Final Payment. The making of final payment will constitute a waiver of claims by the Owner except those arising from:
1. unsettled liens, claims, security interests or encumbrances arising out of the Contract;
  2. failure of the Work to comply with the requirements of the Contract Documents;
  3. latent defects; or
  4. terms of special warranties required by the Contract Documents.
- 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.

- C. Any action initiated by either party associated with a claim or dispute will be brought in the Circuit Court in and for Hillsborough County, Florida, such court having sole and exclusive jurisdiction. Confidential mediation with a mediator approved by the Owner shall be a condition precedent to litigation.

## 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 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.

## 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.
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 following 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 email to AppforPayment@TampaAirport.com, one electronic copy of an executed and notarized original 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 copy (pdf) of all submitted backup documents, supported by such data substantiating the Contractor's right to payment as the Owner or Design Professional may require and reflecting retainage for all Work performed through the last day of each month or agreed upon date. The Application for Payment will be certified by a person duly authorized in writing to execute contractual instruments on behalf of the Contractor.
  - a. Each Application for Payment will include the Contractor's signed 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.

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:

1. 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;
2. A concise statement of the outlook for meeting future Project Schedule dates, and the reasons for any change in outlook from a previous report;
3. 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;
4. A review of any significant technical problems encountered during the pay application period and the resolution or plan for resolution of the problems;
5. An explanation of any corrective action taken or proposed;
6. 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;
7. 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;
8. 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
9. An updated material purchase log.

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. The Contractor will submit by email to [AppforPayment@ATampaAirport.com](mailto:AppforPayment@ATampaAirport.com) with each Application for Payment the fully filled out Commitment Form showing the detailed accounting for all DBE or W/MBE participation as applicable. Contractor will submit one (1) in electronic format.

This accounting will include:

- (1) the names and addresses of DBE or W/MBE firms that have participated on the Contract;
- (2) a description of the Work each named DBE or W/MBE 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.

- c. 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:

- (1) the names and addresses of their Subcontractors that have participated on the Contract;
- (2) a description of the Work each of their Subcontractors has performed;
- (3) the value of Work performed by each of their Subcontractors;
- (4) fully signed Subcontractor agreements;
- (5) 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

- (6) 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.
- d. 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.
- e. 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.
- f. The Owner will pay to Contractor 90% of all Applications for Payment submitted by Contractor to the Design Professional, said Applications for Payment to represent the value, based on the Contract amount, of the Work satisfactorily performed on the Schedule of Values, less the aggregate of all previous payments. The Application for Payment will reflect a retainage of 10% of the total amount payable for Work satisfactorily completed to date.

After 50% of the value of the Contract amount, including adjustments, has been satisfactorily performed, the Owner will pay to Contractor 95% of all Applications for Payment submitted by Contractor to the Design Professional, said Applications for Payment to represent the value, based on the Contract amount, of the Work satisfactorily performed on the Schedule of Values, less the aggregate of all previous payments. The Application for Payment will reflect a retainage of 5% of the total amount payable for Work satisfactorily completed to date. Any amounts that are the subject of a good-faith dispute, the subject of a claim brought pursuant to Florida Statute Chapter 218, or otherwise the subject of a claim or demand will not be released.

When not less than 95% of the Work has been completed, the Design Professional may, at the Owner's discretion and with the consent of the surety, prepare an estimate from which will be retained an amount not less than twice the Contract value or estimated cost, whoever is greater, of the Work remaining to be done. The remainder, less all previous payments and deductions, will then be certified for payment to the Contractor.

5. 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) To the maximum extent permitted by law, the Contractor agrees to indemnify and hold harmless the Owner from the loss of any funds or other damages that may result from the Contractor's failure to achieve the DBE goal or W/MBE expectancies set forth herein or to establish a good faith effort to do so, including attorneys' fees and costs (including but not limited to attorneys' fees and costs associated with proving entitlement and amount of attorney fees and costs) associated with said failure by the Contractor or good faith investigation by the Owner. 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 with the law, the clause will be considered modified by such law to the extent necessary to remedy the conflict. 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.
    - (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.
- 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.
- 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 3.15 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 will be in Hillsborough County.

### 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.

### 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, 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 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. 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.

### 14.05 ENGAGEMENT

The Owner has the right during any engagement to interview the Contractor's employees, subcontractors, subconsultants, suppliers or any other persons associated with the Work or this



Contract, to make photocopies, and to inspect any and all records upon request. The right to initiate an engagement, inspection or attestation engagement will extend during the Contract period and for five years after the completion date of the Work, or five years after the termination of this Contract, whichever occurs later.

#### 14.06 RECORDS RETENTION

The Contractor will provide all information and reports requested by the Owner, or any of their duly authorized representatives, or directives issued pursuant thereto, and will permit access, for the purpose of performing an audit, examination, inspection, or attestation engagement, to the Contractor's books, records, accounts, documents, papers, or other sources of information, and its facilities as may be determined by the Owner to be pertinent to ascertain compliance with this Article. The Contractor will keep all Project accounts and records which fully disclose the amount of the Contractor's Bid. The accounts and records will be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984, as amended.

#### 14.07 OVERCHARGE PROVISIONS

In the event the Contractor has overcharged the Owner, the Contractor will re-pay the Owner the amount of the overcharge, plus interest on the overcharge amount up to 12% per year from the date the overcharge occurred. In addition, if the Contractor has overcharged the Owner by more than 3% of the correct reimbursable amount, the Owner may assess and the Contractor will pay for the entire cost of the audit.

#### 14.08 SUBCONTRACT AUDIT PROVISIONS

The Contractor will include in all subcontractor, subconsultant and supplier contracts a provision which provides the Owner the same rights to audit as provided in this Article.

#### 14.09 OWNER'S RIGHT TO AUDIT

Approvals by Owner's staff for any services not included in this Contract do not act as a waiver or limitation of the Owner's right to audit.

### PART 15 – CIVIL RIGHTS

#### 15.01 GENERAL REQUIREMENT FOR CONTRACTS

Subject to the applicability criteria noted in the specific Contract provisions, these Contract provisions apply to all work performed on the Contract. Failure to comply with the terms of these Contract provisions may be sufficient grounds to:

1. Withhold progress payments or final payment,
2. Terminate the Contract,
3. Seek suspension/debarment, or
4. Any other action determined to be appropriate by the Owner or the FAA.

#### 15.02 CIVIL RIGHTS – GENERAL - 49 USC § 47123

- A. The Contractor agrees that it will comply with pertinent statutes, Executive Orders and

such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

B. Duration:

1. This provision binds the Contractor from the bid solicitation period through the completion of the Contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

2. This provision also obligates the Contractor or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon. In these cases the provision obligates the Contractor for the longer of the following periods:

- 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.

15.03 CIVIL RIGHTS – TITLE VI ASSURANCES

A. Compliance with Nondiscrimination Requirements

During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees as follows:

1. Compliance with Regulations: The Contractor (hereinafter includes subcontractors and consultants) will comply with the Title VI List of Pertinent Nondiscrimination Statutes and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Contract.
2. Non-discrimination: 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 Contract, in whole or in part.
6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through five in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Owner or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in or is threatened with litigation by a subcontractor or supplier because of such direction, the Contractor may request the Owner to enter into any litigation to protect the interests of the Owner. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

**B. Title VI List of Pertinent Nondiscrimination Authorities**

During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest agrees to comply with the following nondiscrimination statutes and authorities, including but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
2. 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights

Act of 1964);

3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
4. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
6. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
7. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
8. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
9. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, Contractor must take reasonable steps to ensure that LEP persons have meaningful access to Contractor’s programs (70 Fed. Reg. at 74087 to 74100); and
12. Title IX of the Education Amendments of 1972, as amended, which prohibits Contractor from discriminating because of sex in education

programs or activities (20 U.S.C. 1681 et seq).

- C. Duration: Contractor must comply with this section during the period during which Federal financial assistance is extended to Owner, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case this provision obligates the Contractor for the longer of the following periods:
1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
  2. So long as the Owner retains ownership or possession of the property.

END OF SECTION

**DIVISION 01**

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**GENERAL REQUIREMENTS**

## GENERAL REQUIREMENTS

### SECTION 01020 - OWNER'S ALLOWANCES

#### PART 1 - GENERAL

##### 1.01 DESCRIPTION OF REQUIREMENTS

- A. Owner's allowances in the amounts indicated and as described below have been established for certain types of work. The Contractor will perform such Work only upon receipt of written work orders from the Owner. For this purpose, a Work Order will have the same meaning for requirements pertaining to submittals, approvals, etc., as modified, except the Work Order is only signed by the Owner.
- B. If the Work Order directs that the allowance work be performed, the provisions of 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 Contractor in accordance with the Work Order.
  - 1. Contractor shall coordinate allowance Work with related Work to ensure that each selection is completely integrated and interfaced with related Work, and shall include all aspects of work to fully integrate the Work with all other Work and Related Work.
- D. Work Order Data: Where applicable, Contractor shall include in each Work Order proposal both the quantities of products being purchased and units requested, and furnish survey-of-requirements data to substantiate quantities. Indicate applicable taxes, delivery charges, and amounts of applicable trade discounts.
- E. Work Order Mark-Up: The amount of each Work Order resulting from final selection and installation of products and systems covered by an allowance will be the difference between the amount of installed Work and the allowance.

#### PART 2 - PRODUCTS

(Not Applicable)

#### PART 3 - EXECUTION

##### 3.01 SCHEDULE OF OWNER'S ALLOWANCES

- A. These allowances will cover the total cost of all Work authorized under a Work Order, including but not limited to design, cost of materials and equipment delivered and unloaded at the Project site, and all applicable taxes, permits, fees, labor, installation costs and

integration as applicable. The Contractor's percentage, overhead and profit for the allowance will be included in the Work Order amount.

- B. Should the aggregate of charges for all approved Work Orders issued by the Owner under the allowances be less than the amount of the allowance, the Final Contract Sum will be decreased by the amount of the difference. No Work will be performed that would cause total charges under the allowances to exceed the authorized allowance amount. The authorized allowance amount may be increased by Change Order.
- C. The following allowance amounts will be included in the Cost Proposal:

OWNER'S ALLOWANCE: Allow an amount of \$50,000.00 of the Final Contract Sum for:

1. Repair and/or replacement of utilities (sanitary and storm sewer, potable water, fire protection, mechanical ductwork, pipe and duct insulation, conduits, electrical conductors, communications cabling, security lines, etc.) and structural steel located above ceilings when found to be deteriorated and/or damaged as determined by the Owner. A Work Order for this condition will be issued within seven days after Contractor permits unrestricted access to an environmentally safe and clean area for Owner's inspection.
2. Relocation and adjustments of Work within the airport tenants' space (airlines, rental car companies, etc.) and other contracts. This Work shall include all disciplines: architectural, structural, mechanical, plumbing, electrical, communications, fire protection, etc.
3. Resolution of unforeseeable conditions between proposed work and the work of tenants and other contracts. Include all disciplines: 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. Addition of additional air carrier(s) to the CUSS common uses system. This would include cost for programing, engineering and system coordination. This would include cost for installation of computer equipment, system equipment.
6. Additional owner requested training.
7. Additional CUSS kiosk units and or specialized programming of the CUSS unit.
8. Additional on-site support for the CUSS or C/SUPPS system and or equipment.
9. Modification to the RMS system to add additional reporting features. This would include reprogramming of existing features to better fit the need of HCAA.

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



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

END OF SECTION

## GENERAL REQUIREMENTS

### SECTION 01040 - PROJECT COORDINATION

#### PART 1 - GENERAL

##### 1.01 DESCRIPTION

Contractor will be performing work on the project in coordination with the awarded general contractor of the 6330 15 C/SUPPS Phase 2 Infrastructure Project. Contractor will perform the minimum administration and supervisory requirements necessary for coordination of work on the Project including but not necessarily limited to the following:

- A. Participation at Preconstruction Conference.
- B. Participation at Coordination and Progress Meetings.
- C. Participation Preinstallation Conferences.
- D. Preconstruction and Progress Photographs.
- E. Reporting and Schedules.
- F. Special Reports.
- G. Service Interruption Requests.

##### 1.02 COVENANT OF GOOD FAITH AND FAIR DEALING

- A. This Contract imposes an obligation of good faith and fair dealing in its performance and enforcement.
- B. The Contractor and the Owner, with a positive commitment to honesty and integrity, agree to the following mutual duties:
  - 1. Each will function within the laws and statutes applicable to their duties and responsibilities.
  - 2. Each will assist in the other's performance.
  - 3. Each will avoid hindering the other's performance.
  - 4. Each will proceed to fulfill its obligations diligently.
  - 5. Each will cooperate in the common endeavor of the Contract.

### 1.03 PRECONSTRUCTION CONFERENCE

- A. Before beginning work at the Project site, the Contractor will attend a preconstruction conference and bring the Project Management Team, including but not limited to, the Project Manager and Superintendent employed for this Project. In the event the Project Manager or Superintendent is unable to attend, the Contractor will bring a Letter of Introduction in which Contractor advises the full names and duties of the Project Manager and Superintendent and states that they are assigned to the Project and will be in full responsible charge. This conference will be requested by the Contractor and called by the Owner who will arrange for other interested parties to be present.
- B. The Contractor will also notify its major subcontractors and suppliers of this meeting if their attendance is required. At this time, all parties will discuss the Project under Contract and prepare a program of procedure in keeping with requirements of the Contract Documents. The Contractor's Project Management Team will make every effort to expeditiously coordinate all phases of the Work, including the required reporting procedure, to obtain the end result within the full purpose and intent of the Contract Documents for this Project.

### 1.04 COORDINATION AND PROGRESS MEETINGS

The Contractor will:

- A. Prepare a written memorandum on required coordination activities. Included will be such items as required notices, reports, and attendance at meetings. This memorandum will be distributed to each entity performing construction at the Project site.
- B. In addition to specific coordination and preinstallation meetings for each element of Work, and other regular project meetings for other purposes, hold general progress meeting each week with time coordinated with preparation of payment request. Require each party then involved in planning, coordination, or performance of Work to be properly represented at each meeting. Review present and future needs including interface requirements, time, sequences, deliveries, access, site utilization, temporary facilities and services, hours of work, hazards and risks, housekeeping, change orders, and documentation of information for payment requests.
- C. Discuss whether each element of current Work is ahead of schedule, on time, or behind schedule in relation with updated progress schedule. Determine how behind schedule Work will be expedited and secure commitments from parties involved. Discuss whether schedule revisions are required to ensure that current Work and subsequent Work will be completed within Contract Time.
- D. Review everything of significance which could affect progress of Work.
- E. Prepare written minutes of the meeting and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

## 1.05 PREINSTALLATION CONFERENCES

The Contractor will:

- A. Well in advance of installation of every major unit of Work which requires coordination and interfacing with other Work, meet at Project site with installers and representatives of manufacturers and fabricators who are involved in or affected by unit of Work, and in coordination or integration with other Work which has preceded or will follow.
- B. Advise Owner of schedule meeting dates.
- C. At each conference review progress of other Work and preparations for particular Work under consideration, including requirements of Contract Documents, options, related change orders, purchases, deliveries, shop drawings, product data, quality control samples, possible conflicts, compatibility problems, time schedules, weather limitations, temporary facilities, space and access limitations, structural limitations, governing regulations, safety, inspection and testing requirements, required performance results, recording requirements, and protection.
- D. Record significant discussions of each conference. Record agreements and disagreements. Record final plan of action. Distribute written minutes of conference promptly to everyone concerned, including Owner and others in attendance.

## 1.06 PRECONSTRUCTION AND PROGRESS PHOTOGRAPHS

The Contractor will provide:

- A. Preconstruction and progress photographs as required by the Contract. Contractor will promptly forward two copies (one hard copy and one electronic copy) to the Owner.
- B. Photographs and/or video will be labeled with the item and date of exposure and properly identified and categorized with the name of the person taking the photographs and/or video.

## 1.07 REPORTING AND SCHEDULES

- A. Within 48 hours after each conference/meeting date, distribute copies of minutes-of-the-meeting to each entity present and to others who should have been present.
- B. Include brief summary, in narrative form, of progress of the Work since previous conference/meeting and report.
- C. Schedule Updating:
  - 1. Immediately following each conference/meeting, where revisions to Progress Schedule have been made or recognized, revise Progress Schedule.
  - 2. Reissue revised Project Schedule concurrently with report of each

conference/meeting where appropriate but no later than five days after the conference/meeting.

#### 1.08 SPECIAL REPORTS

- A. Reporting Unusual Events: When an event of an unusual and significant nature, including but not limited to an accident, injury, or criminal activity, occurs at the Project site, Contractor will prepare and submit a special report to the Owner. The special report will list chain of events, persons participating, response by the Contractor's personnel, an evaluation of the results or effects and similar pertinent information. The Contractor will advise the Owner as soon as possible when such events are known. Time is of the essence.
- B. The Contractor will submit special reports directly to the Owner no later than one day of occurrence. The Contractor will also submit a copy of the special reports to other entities that are affected by the occurrence no later than one day of the occurrence.

#### 1.09 COORDINATION DURING CONSTRUCTION

The Contractor will:

- A. Coordinate construction operations included in various Sections of these Specifications to assure efficient and orderly installation of each part of the Work. Coordinate construction operations included under different Sections that depend on each other for proper installation, connection, and operation, including but not limited to:
  - 1. Scheduling construction operations in the sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
  - 2. Coordinating installation of different components to assure maximum accessibility for required maintenance, service, and repair.
  - 3. Making provisions to accommodate items scheduled for later installation.
- B. Where necessary, prepare memoranda for distribution to each party involved, outlining special procedures required for coordination; and include such items as required notices, reports, and attendance at conference/meeting; and prepare similar memoranda for the Owner and separate contractors where coordination of their work is required.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and assure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
  - 1. Preparation of schedules.
  - 2. Installation and removal of temporary facilities.
  - 3. Delivery and processing of submittals.
  - 4. Progress meetings.
  - 5. Project closeout activities.

- D. Conservation: Coordinate construction operations to assure that operations are carried out with consideration given to conservation of energy, water, and materials and Owner's Sustainability Master Plan and salvage materials and equipment involved in performance of, but not actually incorporated in, the Work.

#### 1.10 GENERAL COORDINATION PROVISIONS

The Contractor will:

- A. Inspection of Conditions: Require the Installer of each major component to inspect both the substrate and conditions under which Work is to be performed and not proceed until unsatisfactory conditions have been corrected in an acceptable manner.
- B. Coordinate temporary enclosures with required inspections and tests to minimize the necessity of uncovering completed construction for that purpose.

#### 1.11 STAFF NAMES

The Contractor will:

- A. At the Preconstruction and Preinstallation conferences, submit a list of the Contractor's principal staff assignments, including the superintendent and other personnel in attendance at the Project Site. Identify individuals and their duties and responsibilities. List their addresses and telephone numbers.
- B. Post copies of the list in the Project meeting room, the temporary field office, and each temporary telephone.

END OF SECTION

## GENERAL REQUIREMENTS

### 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. The Contractor's claim that insufficient Contract Time was specified will not be a valid reason for extension of Contract Time. Regarding this Paragraph, no extensions of Contract Time for completion will be granted for failure to timely perform required actions, including but not limited to, procure all necessary and required permits and licenses, including 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 submitting a Proposal 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 of discovery, notify the Owner in writing or otherwise Contractor will be deemed to have waived any claim arising therefrom. Submission of the Proposal 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.
- C. The Contractor will not prevent public traffic from using active aviation and public areas in and around the Airport. The Contractor will not prevent public traffic from using these areas. 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 this 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, arrange the Work so as to avoid disruption of normal traffic patterns. 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. 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.

3. The Owner will secure FAA determination for the track and cars. Heights for construction equipment greater than 17 feet above finished running surface elevation will require FAA review and additional approval by the Owner at least 60 days prior to using the equipment.
- 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. Flagmen: The Contractor will provide competent flagmen to direct traffic where one-way operation in a single lane is in effect and in other situations as may be required by the 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 WITHIN THE AIRPORT COMPLEX. 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.
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 form addressed to the Owner with a blank space for a description of the interference, the exact area affected, 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.
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 the Contract Items 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.
    - 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).
  - 2. 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. Solvents.
  - 4. Chemicals.
  - 5. Light.
  - 6. Puncture.
  - 7. Abrasion.
  - 8. Heavy Traffic.
  - 9. Soiling.

10. Combustion.
  11. High speed operation, improper lubrication, unusual wear.
  12. Improper shipping or handling.
  13. Theft.
  14. Vandalism.
- 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. New Carpet: Where new carpeting has been installed, Contractor will fully protect such new carpeting 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 carpeting.
- 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.

3. Electrical:

- a. All work will conform to applicable codes and standards.
- b. All work will conform to the National Electric Code.
- c. All work will conform to the City of Tampa Electric Code and a City of Tampa Electric Permit will be obtained and displayed at the work site.
- d. In addition, the Owner requires:
  - (1) All temporary or permanent conductors (power, lighting, control or communication) to be placed in conduit or routed by way or existing approved cable trays.
  - (2) ALL CONDUITS AND RACEWAYS WILL BE CONCEALED. (Special permission may be granted for exposed conduit in shop areas or some other places that are completely removed from office, commercial, and public areas.)
  - (3) All items to be independently supported from the structural portion of the building. All items will be installed as close as possible to the structure; i.e., tight up against the structure. Conduits and raceways will be installed parallel to the building structural members. Conduits and raceways will not be located within 6-inches of other systems (HVAC ducts, chilled water lines,

sprinkler lines, domestic water lines, bus ducts, etc.) and multiple runs of conduits or raceways will be routed together. Bus duct will be separately supported using manufacturer's standard equipment allowing for removal and inspection of all cover plates. Contractor will furnish drawings, prior to installation, showing layout and elevations of all multiple conduits, raceways, cable tray and bus duct routes.

- (4) The Contractor to supply drawings showing all Work to be performed. Drawings will show new branch or feeder circuits and identify panel and breaker numbers where originating, size of conduit, size of wire, number of conductors and full load current.
- (5) All conduits or raceways crossing expansion joints to be equipped with expansion-type fittings. Cable extensions from raceway terminations will not exceed 5-feet. Sleeves will be used when conduits pass through walls, floors and roofs and will be galvanized steel, sized to allow for a minimum 1/4-inch clearance. Fire rating integrity will be restored after penetration.
- (6) Flexible steel conduit to be limited to final connections to motors and transformers and will be restricted to 18 to 36-inches in length. Flexible steel conduit may also be used to connect outlet boxes to recessed lighting fixtures in lengths not to exceed 4 to 6-feet.
- (7) Self-stripping electrical wire connectors are prohibited.
- (8) Fixtures mounted in suspended ceilings to be supported independently of the ceiling. Fixtures will be supported on all four corners with near-vertical supports.
- (9) All lighting fixtures and signs to be equipped with a renewable fuse in an external GLR holder.
- (10) A manufacturer's drawing to be submitted on all new light fixtures showing type and size.
- (11) Existing lighting fixtures that are scheduled for removal will not be salvaged to the Owner, unless otherwise noted.
- (12) All restroom automatic sensor system components to be low voltage 24V, without exception.
- (13) All new fire alarm, security/access control and other systems to match existing. Coordinate with Owner, as required

G. Overhead Protection:

1. No cranes with or without loads or other construction equipment will cross over non-construction personnel, their travel ways to include, but 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.
5. The Owner will secure FAA determination for the track and cars. Heights for construction equipment greater than 17 feet above finished running surface elevation will require FAA review and additional approval by the Owner at least 60 days prior to using the equipment.

1.09 CONSERVATION AND SALVAGE

A. General:

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.

END OF SECTION

## GENERAL REQUIREMENTS

### SECTION 01315 - SCHEDULES, PHASING

#### PART 1 - GENERAL

##### 1.01 DESCRIPTION

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

##### 1.02 CONSTRUCTION SCHEDULE

###### A. Preliminary Schedule:

1. Within 15 days after the date of award of the Contract, Contractor will submit Contractor's preliminary network phasing diagram (preliminary schedule) indicating a comprehensive overview of the Project including an activity line for each of the work segments to be performed at the site.
  - a. Arrange schedule to indicate required phasing of Work as outlined below and in the Contract Documents and to indicate time allowances for submittals and material acquisitions including the scheduled dates for purchase orders or subcontract issuance or execution, inspections, and similar time margins.
  - b. The Contractor may submit suggestive modifications and revisions to Work sequencing and barricade arrangements indicated in the Drawings. All suggestions are dependent on Owner's approval.
  - c. Submitted schedule will be reviewed for comment by Owner for conformance to overall Project completion time criteria. Lack of this information will be cause for rejection of schedule.

###### B. Bar-Chart Schedule:

1. Subsequent to review and comment by the Owner of the preliminary schedule, the Contractor will submit a comprehensive bar-chart type construction schedule indicating a time bar for each significant category or unit of work to be performed. Arrange schedule to indicate required phasing of units and to show time allowances for submittals and material acquisitions including the scheduled dates for purchase orders or subcontract issuance or execution, inspections, and similar time margins.
  - a. Show critical submittal dates related to each time bar or prepare separate coordinated listing of critical submittal dates.
  - b. Superimpose an S-curve on schedule to show "estimated" total dollar-volume of work performed at any date during Contract Time, with a

column of cost figures in left hand margin, ranging from zero to Contract Sum.

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

The initial Construction Schedule will be recognized by the Owner when it is prepared in accordance with the Contract Documents.

C. Distribution:

After Owner's review and recognition, the Contractor will print and distribute the Construction Schedule to entities with a need-to-know responsibility, including three copies each to the Owner. Contractor will also post the Construction Schedule in temporary office space. Revise at intervals matching payment requests and redistribute. Provide copies required with payment requests.

D. Maintenance of Schedule:

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

Owner when it is prepared in accordance with the Contract Documents. The Owner will not approve the Contractor's Application for Payment without the Contractor's monthly submission of a recognized Construction Schedule. Each monthly Construction Schedule will show all Work substantially complete by the Contract Completion Dates.

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

- a. the Work as a whole;
- b. a major Contract item;
- c. an major item of Work; or
- d. an item of Work not on the original critical path that, because of the delay or anticipated delay, becomes a critical path item;

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

4. The Construction Schedule will be coordinated by the Owner with the overall schedule for the total Project as a whole. The Contractor will revise the Construction Schedule promptly in accordance with the conditions of the Work, subject to approval by the Owner.
5. The Contractor will comply fully with all time and other requirements of the Contract Documents. Recommendation of an Application for Payment by the Owner and payment thereon by the Owner, without the submission of a recognized monthly schedule update of the Construction Schedule, will not constitute a waiver of the requirements for such updates, nor will it relieve the Contractor from the obligation to complete the Work within the Contract Time(s).
6. Should a review indicate the Work has fallen behind the recognized Construction Schedule, at the option of the Owner, funds equal to the established liquidated damages for the number of days behind schedule will be withheld until the Work is brought back on schedule.
7. If the Work is determined to be unsatisfactory for any reason and requires removal and replacement, rework, or any action that will affect the operation of the Airport, it will be considered part of the Construction Schedule and if the time period exceeds that specified, liquidated damages will be assessed.
8. If the Owner has determined that the Contractor should be permitted to extend the time for completion as provided in Section 00700, Paragraph 8.3 of GENERAL

CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, as modified, the date(s) in the Construction Schedule will be adjusted accordingly to retain their same relationship to the adjusted date of Substantial Completion, and the dollar value of Work to be completed as of the first of each month will be adjusted prorata.

### 1.03 GENERAL

- A. The following phasing constraints will universally apply to all phases and elements of this Work.
1. See phasing notes and phasing descriptions in Appendix G for additional information.
  2. No existing crosswalks and curb cuts will be obstructed at any time during the Work.
  3. Work within the Main Terminal and Airsides will only be accomplished between the hours of 8:00 p.m. and 5:00 a.m. Type 2 barricades will be erected in the public space for any such Work.
  4. The Contractor will provide temporary signage of the size and type in the locations specified by the Owner throughout the Work. This temporary signage will be provided under Section 01020 - OWNER'S ALLOWANCE and will include providing, installing, removing and disposing of signs. Temporary signage will be installed during the same work period as the erection of any scaffolding or barricades.
  5. The Contractor will arrange the Work so that pedestrians have unrestricted access at all times to the escalators, elevators, stairs, kiosks, bathrooms, automatic sliding doors, restaurants, merchandise shops, offices, fire exits, shuttle cars, and elevator equipment rooms.
  6. The Contractor will submit a detailed Phasing Plan for review and approval prior to beginning Work on-site.

### 1.04 MAINTENANCE OF OPERATIONS

- A. This Project may require the interruption of the building systems during the Work. The Contractor will arrange the Work so that impact of these interruptions is minimized and, where needed, temporary systems will be installed before interruptions occur. The following are requirements related to temporary building systems and interruptions.
1. Tenant and Office Areas:
    - a. The Contractor will be solely responsible to cover and protect all fixtures, furnishings, and equipment in the tenant and office areas from damage of any kind including dust associated with construction activities.
    - b. All tenant and office spaces will be cleaned and will be clear of all tools, equipment, debris, etc. prior to arrival of tenant or office personnel on

each day.

- c. The Contractor will protect the baggage belts and carousels, carpet and other finishes at all times during the Work. Do not erect scaffolding or similar items on the carousel belt or on the stainless steel finishes. Protect the baggage carts in a similar fashion.
  - d. Remove all protective coverings after each Work period and ensure proper operation of the baggage carousels and belts, lighting, paging, HVAC, etc. in each Work area. Clean the Work area prior to the end of each Work period. These areas will be open to the public during non-work times.
2. Schedules for power outages and building system interruptions will be subject to change based on flight delays, airline schedule changes or unscheduled airline operations. There will be no claim for added cost or time extensions due to flight delays, airline schedule changes or unscheduled airline operations.

## 1.05 PHASING/SEQUENCING

### A. General:

1. The Work of this Contract will be performed in a phased construction schedule which will include all requirements for submittals, material and equipment procurement, material stockpiling, setting up Contractor's staging area, surveying of existing conditions and preparation of necessary schedules to meet the rigid requirements for Project completion according to the specific phases herein outlined and for the project Substantial Completion, in accordance with Contract Documents. Where clock times are specified for specific Work elements, these times will be local times.
2. THE CONTRACTOR WILL NOTIFY THE OWNER, IN WRITING, AT LEAST 48 HOURS PRIOR TO THE DATE OF COMMENCEMENT OF ANY ON-SITE WORK, INCLUDING TEMPORARY FACILITIES, MOBILIZATION AND MATERIAL AND EQUIPMENT DELIVERIES.
3. The Contractor will coordinate with Owner and tenant and adjust Project Schedule so as not to interfere with the on-going operations of the airport.
4. See phasing notes and phasing descriptions in Appendix H for additional information.
5. So that the Work of this Contract may be coordinated with the Work of other contracts, portions of the Work of this Contract will be completed by prescribed Milestones. The time schedule for these Milestones is critical.
6. If the Work related to any prescribed Milestone is determined to be unsatisfactory for any reason and requires removal, replacement, or rework, it must still be completed within the Milestone.



B. Work Sequence of Construction:

The sequence of construction illustrated on the Drawings and in this Section is provided solely for the purpose of indicating the general overview of the progressive steps to the Work so that existing airport operations and functions and other contracts will be maintained in accordance with the requirements of the Owner. The descriptions of construction sequence will not be considered as definitive explanations of all the Work which may be required during each sequence.

END OF SECTION

## GENERAL REQUIREMENTS

### SECTION 01340 - SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

#### PART 1 - GENERAL

##### 1.1 RELATED DOCUMENTS:

- A. Requirements of the Contract Documents.

##### 1.2 SUMMARY:

- A. This Section specifies administrative and procedural requirements for submittal of Shop Drawings, Product Data and Samples to verify that products, materials and systems proposed for use comply with provisions of the Contract Documents.
- B. Shop Drawings include, but are not limited to, the following:
  - 1. Fabrication Drawings.
  - 2. Installation Drawings.
  - 3. Setting diagrams.
  - 4. Shop-work manufacturing instructions.
  - 5. Templates and patterns.
  - 6. Schedules.
  - 7. Design mix formulas.
  - 8. Coordination Drawings.
- C. Product Data include, but are not limited to, the following:
  - 1. Manufacturer's product Specifications.
  - 2. Manufacturer's installation instructions.
  - 3. Standard color charts.
  - 4. Catalog cuts.
  - 5. Roughing-in diagrams and templates.
  - 6. Standard wiring diagrams.
  - 7. Printed performance curves.
  - 8. Operational range diagrams.
  - 9. Mill reports.
  - 10. Standard product operating and maintenance manuals.
  - 11. Material Safety Data Sheets (MSDS).
- D. Samples include, but are not limited to, the following:

1. Partial Sections of manufactured or fabricated components.
  2. Small cuts or containers of materials.
  3. Complete units of repetitively-used materials.
  4. Swatches showing color, texture and pattern.
  5. Color range sets.
  6. Components used for independent inspection and testing.
- E. Administrative Submittals: Refer to other Appendix E Sections and other Contract Documents for requirements for administrative submittals. Such submittals include, but are not limited to:
1. Schedule of Submittals.
  2. Permits.
  3. Applications for payment.
  4. Performance and payment bonds.
  5. Insurance certificates and endorsements.
  6. Listing of subcontractors, subcontracts and purchase orders.
  7. Contractor's construction schedule.
  8. Progress Schedules.
  9. Progress reports.

### 1.3 SUBMITTAL PROCEDURES:

- A. Coordination: Coordinate preparation and processing of submittals with performance of the Work.
1. The Contractor shall review submittals before submitting to the Owner. Transmit each submittal to the Owner sufficiently in advance of scheduled performance of related construction activities to avoid delay. If any submittals will be delayed, inform the Owner in writing giving reasons for the delay and a revised submittal schedule. Delays will be subject to Owner's approval. No extension of time will be authorized because of a Contractor's failure to transmit submittals to the Owner sufficiently in advance of the Work to permit processing.
  2. The Owner will review all submittals for conformance with the Contract Documents.
  3. Request for payment of stored materials will not be considered until submittals have been received and approved by the Owner.
  4. Transmit submittals to the Owner to prevent delays. The Contractor is responsible for delays accruing directly or indirectly from submission or

resubmission of submittal date.

5. The Contractor shall coordinate each submittal with other submittals and related activities that require sequential activity including:
  - a. Testing.
  - b. Purchasing.
  - c. Fabrication.
  - d. Delivery.
  
6. The Contractor shall coordinate transmittal of different types of submittals for the same element of the Work and different elements of related parts of the Work so that processing will not be delayed by the Owner's need to review submittals concurrently for coordination.
  - a. The Owner reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are delivered to the Owner.
  
7. Processing: The Contractor shall allow sufficient review time so that Work will not be delayed as a result of the time required to process submittals, including time for re-submittals.
  - a. The Contractor shall allow for time for the Owner's initial review of each submittal per the schedule. Where processing must be delayed to permit coordination with subsequent submittals, allow additional time. The Owner will advise the Contractor promptly when a submittal being processed must be delayed for coordination.
  - b. The Contractor shall where necessary to provide an intermediate submittal between the initial and final submittals, process the intermediate submittal in the same manner as the initial submittal.
  - c. The Contractor shall allow time for reprocessing each of submittal per the schedule.
  - d. No extension of time will be authorized because of a Contractor's failure to transmit submittals to the Owner sufficiently in advance of the Work to permit processing.
  
- B. Submittal Preparation: Place a permanent label or title block on each submittal for identification, and submit the information in Submittal Binders. The Contractor has the option to provide Submittals in electronic (PDF) format for the

Contractor's own uses, but the specified number of hard copy submittals shall be met. PDF files will be required for all Operations & Maintenance (O&M) and Close-out documents. The PDF file shall be enabled for Adobe Reader's Comment and Markup functionality. All stamps and markings described herein shall be electronically duplicated or added before scanning. The PDF files shall be transmitted on a CD/DVD to the Owner.

1. Binders shall be color coded, as follows:
  - a. Architectural: White.
  - b. Mechanical: Green or Red.
  - c. Electrical - Power: Black.
  - d. Electrical - Systems: Blue.
  - e. Civil: Yellow.
2. The Contractor shall place a permanent label or title block on each submittal for information.
3. The Contractor shall indicate the name of the firm or entity that prepared each submittal on the label or title block.
4. The Contractor shall provide a space approximately 4 inches by 5 inches on the label or adjacent to the title block to record the Contractor's review and approval markings and the action taken by the Owner.
5. The Contractor shall include the following information on the label for processing and recording action taken.
  - a. Project name.
  - b. Project Number.
  - c. Date.
  - d. Name and address of Owner.
  - e. Name and address of Contractor.
  - f. Name and address of subcontractor.
  - g. Name and address of supplier.
  - h. Name of manufacturer.
  - i. Number and title of appropriate Specification Section.
  - j. Drawing number and detail references, as appropriate.
  - k. Similar definitive information as necessary.
6. The Contractor shall stamp each page (sheet) of the submittal with the Contractor's certification statement, or other approval statement, as follows:

"I hereby certify that the (equipment) (material) (article) shown and marked in this submittal is that proposed to be incorporated in the work, is in compliance with the Contract Documents, can be installed in the allocated spaces, and is submitted for review by the Owner.

Certified by Submittal Reviewer\_\_\_\_\_  
Date:\_\_\_\_\_”

- a. The Contractor’s authorized representative shall sign the certifying statement or approval statement. The signatures shall be in original ink. Stamped or photocopied signatures are not acceptable.
7. The Contractor shall provide additional tabs (blank sections) in each manual for future submittals.
- C. Submittal Transmittal: The Contractor shall package each submittal appropriately for transmittal and handling. The Contractor shall transmit each submittal from Contractor to Owner, as indicated, by use of a transmittal form. Submittals received from sources other than the Contractor will be returned to the sender without action. Electronic transmittals must have descriptive subject lines for ease of retrieval. The transmittal form should be the first page in the attached PDF.
1. The Contractor shall record relevant information and requests for data on the transmittal form. On the form, or an attached separate sheet, the Contractor shall call attention to deviations from requirements of the Contract Documents, including minor variations and limitations.
  2. The Contractor shall include the Contractor's signed certification stating that information submitted complies with requirements of the Contract Documents.
  3. The Contractor shall prepare a draft of a transmittal form and submit it to the Owner’s review and acceptance. The Contractor shall provide places on the form for the following information:
    - a. Project name.
    - b. Project Number.
    - c. Date.
    - d. Destination (To:).
    - e. Source (From:).
    - f. Names of subcontractor, manufacturer and supplier.
    - g. Category and type of submittal.
    - h. Submittal purpose and description.

- i. Submittal and transmittal distribution record.
- j. Remarks.
- k. Signature of transmitter.

#### 1.4 SPECIFIC SUBMITTAL REQUIREMENTS:

A. Shop Drawings: The Contractor shall submit newly prepared information, drawn to accurate scale. THE CONTRACTOR SHALL NOT REPRODUCE CONTRACT DOCUMENTS OR COPY STANDARD PRINTED INFORMATION AS THE BASIS OF SHOP DRAWINGS.

1. The Contractor shall include the following information on Shop Drawings:
  - a. Dimensions.
  - b. Identification of products and materials included.
  - c. Compliance with specified standards.
  - d. Notation of coordination requirements.
  - e. Notation of dimensions established by field measurement.
2. The Contractor shall submit Coordination Drawings where required for integration of different construction elements. The Contractor shall show construction sequences and relationships of separate components where necessary to avoid conflicts in utilization of the space available.
3. The Contractor shall encircle, identify with arrow, or otherwise indicate deviations from the Contract Documents on the Shop Drawings.
  - a. THE CONTRACTOR SHALL NOT USE COLORED HIGHLIGHTERS TO INDICATE SELECTIONS.
4. The Contractor shall not allow Shop Drawing copies which do not have an appropriate final stamp or other marking indicating action taken by the Owner to be used for construction.
5. Except for templates, patterns and similar full-size Drawings, the Contractor shall submit Shop Drawings on sheets at least 8-1/2" x 11" but no larger than 30" x 42". Shop drawings submitted as PDF files shall be generated full size of the original and not scale to fit.
6. In submitting paper, the Contractor shall submit a sufficient number of copies to enable the Owner to retain 4 copies of each required Product Data submittal; submit two (2) additional copies where copies are required for operating and maintenance manuals. The Owner will return the other

marked copies with the action taken and corrections or modifications required as appropriate. One (1) print of each drawing larger than 11" x 17" for review will be returned to the Contractor.

7. The Contractor shall leave a blank area, approximately 4 inches by 2.5 inches, near the title block for the Owner's review stamp in print.
- B. Product Data: The Contractor shall collect Product Data into a single submittal for each element of construction or system.
1. The Contractor shall encircle and identify with an arrow, each copy to show which choices and options are applicable to the Project.
    - a. The Contractor shall not use colored highlights to indicate selection.
  2. Where Product Data has been printed to include information on several similar products, some of which are not required for use on the Project, or are not included in this submittal, the Contractor shall mark copies to clearly indicate which information is applicable.
  3. Where Product Data must be specially prepared for required products, materials or systems, because standard printed data are not suitable for use, the Contractor shall submit as "Shop Drawings" not "Product Data."
  4. The Contractor shall include the following information in Product Data:
    - a. Manufacturer's printed recommendations.
    - b. Compliance with recognized trade association standards.
    - c. Compliance with recognized testing agency standards.
    - d. Application of testing agency labels and seals.
    - e. Notation of dimensions verified by field measurement.
    - f. Notation of coordination requirements.
  5. The Contractor shall not submit Product Data until compliance with requirements of the Contract Documents has been confirmed.
  6. In submitting paper, the Contractor shall submit a sufficient number of copies to enable the Owner to retain 4 copies of each required Product Data submittal; submit two (2) additional copies where copies are required for operating and maintenance manuals. The Owner will return the other marked copies with the action taken and corrections or modifications required as appropriate.



- a. Unless the Owner observes noncompliance with provisions of the Contract Documents or requires re-submittal for other reasons, the initial submittal may serve as the final submittal, if appropriate.
7. The Contractor shall furnish copies of final Product Data submittal to manufacturers, subcontractors, suppliers, fabricators, installers, governing authorities and others as required for performance of the construction activities. Show distribution on transmittal forms.
    - a. The Contractor shall not proceed with installation of materials, products and systems until a copy of Product Data applicable to the installation is in the installer's possession.
    - b. The Contractor shall not permit use of unmarked copies of Product Data in connection with construction.
- C. Samples: Submit Samples physically identical with the material or product proposed for use; submit full-size, fully fabricated Samples, cured and finished in the manner specified.
1. The Contractor shall mount, display, or package Samples in the manner specified to facilitate review of qualities indicated. The Contractor shall prepare Samples to match Designers' Sample where so indicated and include the following information:
    - a. Generic description of the Sample.
    - b. Size limitations.
    - c. Sample source.
    - d. Product name or name of manufacturer.
    - e. Compliance with recognized standards.
    - f. Compliance with governing regulations.
    - g. Availability.
    - h. Delivery time.
  2. Submit three samples (sets); one set will be returned marked with the action taken. The Owner will retain copies.
- D. Operating and Maintenance Manuals: Operating and Maintenance Manuals shall be initially submitted for review at the appropriate 30 percent completion stage of Work under these Sections. The Manuals will be reviewed and comments returned to the Contractor. Corrections shall be made before submittal of the Manuals at subsequent completion levels for Owner review and at Project Close-out.

- E. In order to facilitate review of product data and shop drawings, they shall be noted, indicating by cross reference the contract drawing sheet number, note, and specification paragraph numbers, where and what item(s) are used for and where item(s) occur in the contract documents.

#### 1.5 OWNER ACTION:

- A. Except for submittals for the record, for information and similar purposes, where action and return on submittals is required or requested, the Owner will review each submittal, mark with appropriate "action," and where possible return within the time period allotted for Owner review. Where the submittal must be held for coordination the Owner will so advise the Contractor without delay.
  - 1. Compliance with specified characteristics is the Contractor's responsibility, and not considered part of the Owner's review and indication of action taken.
- B. The Owner will stamp each submittal sheet or page to be returned with a uniform, self-explanatory action stamp appropriately marked and executed to indicate whether the submittal returned is for unrestricted use (no exceptions taken), final-but-restricted use (as marked), must be revised and resubmitted (use not permitted), or without action (as explained on the transmittal form), or other similar type wording.
- C. The Owner's review of submittals is for design conformity and general conformance of the Contract Documents only and does not relieve the Contractor from responsibility for any deviations from the requirements of the Contract Documents. The Owner's review shall not be construed as a complete check nor shall it relieve the Contractor from responsibility for errors of any sort in shop drawings or schedules, or from the necessity of furnishing any work required by the Contract Documents which may have been omitted on the shop drawings. The Owner's review of a separate item shall not indicate review of the complete assembly in which it functions.

#### 1.6 SUBMITTAL BROCHURE BINDERS: This section is applicable only to hard copy submittals.

- A. Brochure Binders shall be 3-ring, vinyl covered, with clear view insert type cover and spine.
  - 1. Binder Size: 8.5 x 11.0 inches x size (spine) adequate to easily contain the required submittals. Minimum spine size shall be 1-inch, maximum shall be 3-inches. Provide additional binders if the 3-inch size is not sufficient to properly contain submittals.

2. Binder Cover: Binders shall have a clear view, vinyl pocket on the front cover, adequate to hold an 8.5 inch by 11 inch description sheet. The binder shall have a clear view, vinyl spine pocket adequate to hold an 11 inch long description sheet.

B. Binder Contents shall include the following.

1. Cover sheet; cover sheet shall be white with black letters, minimum 11-inches high and full width of spine pocket. See "EXAMPLES" included at end of this Section.
2. First page shall be a copy of the Specification table of contents.
3. Second page shall be a list of project addresses (see "EXAMPLE").
4. Third page shall be Project information (see "EXAMPLE").
5. Provide reinforced separation sheets tabbed with appropriate specification reference number.
6. Product data sheets.
7. Shop drawings.

## PART 2 - PRODUCTS

(Not Applicable)

## PART 3 - EXECUTION

### 3.5 SCHEDULE OF SUBMITTALS DESCRIPTION (SD) AND SUBMITTAL REGISTER

- A. General: The following is a description of each submittal type, specified in other Sections, required for the Project. Include each submittal description in the Submittal Register included as part of this Section.
1. Product Data; submittals that provide calculations, descriptions or other documentation regarding the work.
  2. Manufacturer's Catalog Data (Product Data); data composed of information sheets, brochures, circulars, specifications and product data, and printed information in sufficient detail and scope to verify compliance with requirements of the Contract Documents.
  3. Manufacturer's Standard Color Charts (Product Data); preprinted illustrations displaying choices of color and finish for a material or product.
  4. Shop Drawings; graphic representations which illustrate relationship of

various components of the work, schematic diagrams of systems, details of fabrications, layout of particular elements, connections, and other relational aspects of the work.

5. Design Data (Shop Drawings); design calculations, mix designs, analyses, or other data written and pertaining to a part of the work.
6. Instructions (Product Data); preprinted material describing installation of a product, system, or material, including special notices and Material Safety Data Sheets, if any, concerning impedance, hazards, and safety precautions.
7. Schedules (Shop Drawings); a tabular list of data or a tabular listing of locations, features, or other pertinent information regarding products, materials, equipment, or components to be used in the work.
8. Statements (Shop Drawings); a document, required of the Contractor, or through the Contractor by way of a supplier, installer, manufacturer, or other lower tier contractor, the purpose of which is to further the quality or orderly progression of a portion of the work by documenting procedures, acceptability of methods or personnel, qualifications, or other verification of quality.
9. Reports (Product Data); reports of inspection and laboratory tests, including analysis, an interpretation of test results. Each report shall be properly identified. Test methods used and compliance with recognized test standards shall be described.
10. Test Reports (Product Data); a report signed by an authorized official of a testing laboratory that a material, product, or system identical to the material, product or system to be provided has been tested in accordance with requirements specified by naming the test method and material. The test report must state the test was performed in accordance with the test requirements; state the test results; and indicate whether the material, product, or system has passed or failed the test. Testing must have been within three years of the date of award of this Contract.
11. Factory Test Reports (Shop Drawings); a written report which includes the findings of a test required to be performed by the Contractor or an actual portion of the work or prototype prepared for this project before it is shipped to the job site. The report must be signed by an authorized official of a testing laboratory and must state the test was performed in accordance with the test requirements; state the test results; and indicate whether the material, product, or system has passed or failed the test.

12. Field Test Reports (Shop Drawings); a written report which includes the findings of a test made at the job site, in the vicinity of the job site, or on a sample taken from the job site, on a portion of the work, during or after installation. The report must be signed by an authorized official of a testing laboratory or agency and must state the test was performed in accordance with the test requirements; state the test results; and indicate whether the material, product, or system has passed or failed the test.
13. Certificates (Shop Drawings); statements signed by responsible officials of a manufacturer of a product, system, or material attesting that the product, system, or material meet specified requirements. The statements must be dated after the award of this contract, name the project, and list the specific requirements which it is intended to address.
14. Warranties (Product Data); statements signed by responsible officials of a manufacturer of a product, system, or material attesting that the product, system, or material will perform its specific function over a specified duration of time. The statement must be dated, and include the name of the project, the Owner's name, and other pertinent data relating to the warranty.
15. Samples; (Samples), including both fabricated and non-fabricated physical examples of materials, products, and units of work as complete units or as portions of units of work.
16. Color Selection Samples (Samples); samples of the available choice of colors, textures, and finishes of a product or material, presented over substrates identical in texture to that proposed for the work.
17. Sample Panels (Samples); an assembly constructed at the project site in a location acceptable to the Owner and using materials and methods to be employed in the work; completely finished; maintained during construction; and removed at the conclusion of the work or when authorized by the Owner.
18. Sample Installations (Samples); a portion of an assembly or material constructed where directed and, if approved, retained as a part of the work.
19. Records; documentation to ensure compliance with an administrative requirement or to establish an administrative mechanism.
20. Operating and Maintenance Manuals (Records); data intended to be incorporated in an Operating and Maintenance Manual.

21. Test Reports of Existing Conditions; a document describing existing conditions and operations of systems and components prior to the start of any work. Testing shall be held in the presence of the Owner. Provide copies of the test reports to the Owner.
22. Demonstrations; physical operation of equipment and systems by factory authorized representatives to demonstrate to the Owner's facility personnel proper operation of systems. Provide all required documentation that certified completed demonstration.
23. As-Built Drawings; delineated documentation accurately depicting final installation location of components and systems of the building.
24. Shop Drawings in Electronic format; when drawings are required all materials shall be provided in AUTOCAD latest release and PDF and/or BIM on a CD/DVD.
25. Coordination Drawings; special type of Shop Drawing that show the relationship and integration of different construction elements that require close and careful coordination during fabrication or during installation to fit in the restricted space provided or to function as intended.
26. Certification of Approved Disposal of Hazardous Materials; certification signed by the Contractor indicating legal disposal of hazardous materials.
27. CD/DVD Training Tape; taped training instructions to be used by the Owner's personnel.
28. Spare Parts Memo; a listing of spare parts required; refer to Section 01700.
29. UL Letter of Finding; a document from Underwriters Laboratories Inc., attesting compliance with UL's standard for connection to an existing lightning protection system; a document from Underwriters Laboratories Inc., attesting compliance with UL's standard for UL Master Label.
30. Equipment Check-Out Memos; document signed by the manufacturer's authorized representative stating that equipment has been installed and is operating in accordance with the manufacturer's specifications; refer to Section 01700.

- B. Submittal Register: The Contractor is to maintain an accurate updated submittal register and will bring this register to each scheduled JCM with the Owner. This

register should include the following items:

1. Submittal-Description and Number assigned.
2. Date to Owner.
3. Date to Design Professional as appropriate.
4. Date returned to Owner.
5. Date returned to Contractor from Owner.
6. Submittal Status.
7. Date of Re-submittal and Return (as applicable).
8. Date material released (for fabrication).
9. Projected date of fabrication.
10. Projected date of delivery to site.
11. Status of submittal.
12. Specification Section Number.
13. Specification Paragraph Number.
14. Owner Reviewer.
15. Designer Reviewer.
16. Transmittal Control Number.
17. Planned Submittal Date.
18. Action Code.
19. Date of Action.
20. Remarks.

END OF SECTION

## GENERAL REQUIREMENTS

### SECTION 01370 - SCHEDULE OF VALUES

#### PART 1 - GENERAL

##### 1.01 DESCRIPTION

- A. Includes requirements for preparation and submission of "Schedule of Values."
- B. Related Work Specified Elsewhere:
  - 1. SCHEDULES, PHASING: Section 01315.
  - 2. SHOP DRAWINGS, PRODUCT DATA AND SAMPLES: Section 01340.
- C. Time Coordination: In coordination of initial submittals and other administrative start-up activities, submit Schedule of Values to the Owner at earliest feasible date, but in no case later than seven days before initial payment request is to be submitted.
- D. Upon request by the Owner, the Contractor shall support values given with data that will substantiate their correctness.
- E. Use Schedule of Values only as a basis for the Contractor's Applications for Payment.

##### 1.02 FORM OF SUBMITTAL

- A. Submit on AIA Document G-703 "Continuation Sheet", latest edition.
- B. Use Table of Contents of this Project Manual as basis for format for listing costs of Work for Sections under Divisions 01 through 50 of this Project Manual. Additional breakdown of the Work in certain sections may also be provided.
- C. Identify each line with number and title as listed in Table of Contents of this Specification.

##### 1.03 PREPARING SCHEDULE OF VALUES

- A. The Contractor shall prepare Schedule of Values in coordination with preparation of Progress Schedule. Correlate line items with other administrative schedules and forms required for Work, including progress schedule, payment request form, listing of subcontractors, schedule of allowances, schedule of alternatives, listing of products, principal suppliers and fabricators, and schedule of submittals.
- B. The Contractor shall provide breakdown of Guaranteed Maximum Price Contract Sum in sufficient detail to facilitate continued evaluation of payment requests and progress reports. Break down principal separate Contract amounts into several line items. Round off to nearest whole dollar, but with total equal to Guaranteed Maximum Price Contract Sum.



- C. The Contractor shall submit three copies of Schedule of Values to the Owner.
- D. Listing: The Contractor shall arrange Schedule with columns to indicate generic name of item; related Specifications Sections; subcontractor, supplier, manufacturer, or fabricator; change orders which have affected value; dollar value of item; and percentage of Guaranteed Maximum Price Contract Sum to nearest 1/100% and adjusted to total 100%.
- E. Margins of Cost:
  - 1. The Contractor shall show line items of indirect costs and margins on actual costs, only to extent such items will be individually listed in payment requests.
  - 2. The Contractor shall establish each item in Schedule of Values and in payment requests to be complete with total expenses.
  - 3. Major cost items which are not directly cost of actual work-in-place, such as distinct temporary facilities, may be either shown as line items in Schedule of Values or distributed as general overhead expense.
- F. Itemize separate line item cost for Work required by each Section of this Specification including conditions of the Contract.
  - 1. The Cost of General Conditions of the Contract will be paid based on the percentage of the Work completed and this cost will appear in the Contractor's monthly Application for Payment.
- G. Break down installed costs into:
  - 1. Cost of product, delivered and unloaded at job site with taxes paid. (List under Column F, G-703).
  - 2. Total installed cost, with overhead and profit. (List under Column C, G-703).
- H. For each line item which has installed value of more than \$20,000.00, break down costs to list major products or operations under each item.
- I. Round-off figures to the nearest dollar.
- J. Make sum of total costs of all items listed in schedule equal to total Guaranteed Maximum Price Contract Sum.

#### 1.04 REVIEW AND RESUBMITTAL

- A. After review by the Owner, revise and re-submit Schedule (and Schedule of Material Value) as required.
- B. Re-submit revised schedule in same manner.

- C. Schedule Updating: Update and resubmit the Schedule of Values when Change Orders affect the listing and when actual performance of Work involves necessary changes of substance to values previously listed.

END OF SECTION

## GENERAL REQUIREMENTS

### SECTION 01390 - CONTROL OF WORK

#### PART 1 - GENERAL

##### 1.01 AUTHORITY OF THE DESIGN PROFESSIONAL

The Design Professional will decide any and all questions which may arise as to the quality and acceptability of materials furnished, work performed, and/or the manner of performance and rate of progress of the Work. The Design Professional will decide all questions which may arise as to the interpretation of the Contract Documents relating to the Work, the fulfillment of the Contract on the part of the Contractor, and the rights of different Contractors on the Project. The Design Professional will determine the amount and quality of the several kinds of work performed and materials furnished which are to be paid for under the Contract.

##### 1.02 CONFORMITY WITH DRAWINGS AND SPECIFICATIONS

- A. All Work and all materials furnished will be in reasonably close conformity with the lines, grades, grading sections, cross sections, dimensions, material requirements, and testing requirements that are specified, including specified tolerances, in the Contract Documents.
- B. If the Design Professional finds the materials furnished, Work performed, or the finished product not within reasonably close conformity with the Contract Documents but that the portion of the Work affected will, in Design Professional's opinion, result in a finished product having a level of safety, economy, durability, and workmanship acceptable to the Owner, Design Professional will advise the Owner of Design Professional's determination that the affected Work be accepted and remain in place. In this event, the Design Professional will document its determination and recommend to the Owner a basis of acceptance which will provide for an adjustment in the Contract Sum for the affected portion of the Work. The Design Professional's determination and recommended Contract Sum adjustments will be based on good engineering judgment and such tests or retests of the affected Work as are, in Design Professional's opinion, needed. Changes in the Contract Sum will be covered by Contract modifications as applicable.
- C. If the Design Professional finds the materials furnished, Work performed, or the finished product are not in reasonably close conformity with the Contract Documents and have resulted in an unacceptable finished product, the affected Work or materials will be removed and replaced or otherwise corrected by, and at the expense of, the Contractor in accordance with the Design Professional's written orders.
- D. For the purpose of this section, the term "reasonably close conformity" will not be construed as waiving the Contractor's responsibility to complete the Work in accordance with the Contract Documents. The term will not be construed as waiving the Design Professional's right to insist on strict compliance with the Contract Documents during the Contractor's prosecution of the Work, when, in the Design Professional's opinion, such compliance is essential to provide an acceptable finished portion of the Work.

- E. For the purpose of this section, the term "reasonably close conformity" is also intended to provide the Design Professional with the authority to use good architectural and engineering judgment in its determinations as to acceptance of Work that is not in strict conformity but will provide a finished product equal to or better than that intended by the requirements of the Contract Documents.

#### 1.03 COORDINATION OF CONTRACT DOCUMENTS

- A. The Contract Documents and all referenced standards cited are essential parts of the Contract requirements. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide the complete Work. In case of discrepancy, figured dimensions, unless obviously incorrect, will govern over scaled dimensions. Cited standards for materials or testing and cited FAA advisory circulars will be considered as Standard Specifications.
- B. Any table, gradation, size, dimension, rate, mix, method, nomenclature, pay item number, basis of payment or method of measurement shown on the Drawings, which is in variance with the Standard Specifications, will be considered an amendment or supplement to the applicable Specification.
- C. The Contractor shall not take advantage of any apparent error or omission on the various Contract Documents. In the event the Contractor discovers any apparent conflict, error or discrepancy, Contractor shall immediately call upon the Design Professional for the Design Professional's interpretation and decision, and such decision shall be final.
- D. From time to time, discrepancies within cited standards for testing occur due to the timing of changing, editing, and replacing of standards. In the event the Contractor discovers any apparent discrepancy within standard test methods, the Contractor shall immediately call upon the Design Professional for interpretation and decision, and such decision shall be final.

#### 1.04 DRAWINGS

- A. The Drawings furnished by the Owner consist of general drawings showing such details as are necessary to give a comprehensive idea of the Work. Roadway Drawings will show, in general, alignment, profile grades, typical cross sections and general cross sections. Structure Drawings, in general, will show in detail all dimensions of the Work contemplated.
- B. When the Structure Drawings do not show dimensions in detail, they will show general features and such details as necessary to give a comprehensive idea of the structure.
- C. Not all conflicts are known within the Project area. Not all conflicts are shown on the Drawings. The Contractor is solely responsible for the location and protection of all equipment and facilities which are to remain in service and in place during and after all Project Work.

## 1.05 FIELD NOTES

Adequate field notes and records will be kept as layout work is accomplished. These field notes and records will be available for review by the Owner as the Work progresses and copies will be furnished to the Owner at the time of completion of the Project. An inspection or checking of the Contractor's field notes or layout work by the Owner and the acceptance of all or any part thereof will not relieve the Contractor of its responsibility to achieve the lines, grades, and dimensions shown in the Drawings and Specifications.

## 1.06 AUTHORITY AND DUTIES OF INSPECTORS

- A. Inspectors employed by the Owner will be authorized to inspect all Work done and all materials furnished. Such inspection may extend to all or any part of the Work and to the preparation, fabrication, or manufacture of the materials to be used. Inspectors are not authorized to revoke, alter, or waive any provision of the Contract. Inspectors are not authorized to issue instructions contrary to the Drawings and Specifications or to act as foreman for the Contractor.
- B. Inspectors employed by the Owner are authorized to notify the Contractor or its representatives of any failure of the Work or materials to conform to the requirements of the Contract, Drawings, or Specifications and to reject such nonconforming materials until such issues meet Owner's approval.

## 1.07 INSPECTION OF THE WORK

- A. All materials and each part or detail of the Work will be subject to inspection by the Owner. The Owner will be allowed access to all parts of the Work and will be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.
- B. If the Owner requests it, the Contractor, at any time before acceptance of the Work, will remove or uncover such portions of the finished Work as may be directed. After examination, the Contractor will restore said portions of the Work to the standard required by the Specifications. Should the Work thus exposed or examined prove acceptable, the uncovering or removing and the replacing of the covering or making good of the parts removed will be paid for as extra work. Should the Work so exposed or examined prove unacceptable, the uncovering or removing and the replacing of the covering or making good of the parts removed will be at the Contractor's expense.
- C. Any Work done or materials used without supervision or inspection by the Owner may be ordered removed and replaced at the Contractor's expense unless the Owner failed to inspect after having been given reasonable notice in writing that the Work was to be performed.
- D. Should the Contract Work include relocation, adjustment, or any other modification to existing facilities not the property of the Owner, authorized representatives of the owners of such facilities will have the right to inspect such Work. Such inspection will in no way make any facility owner a party to the Contract, and will in no way interfere with the rights

of the parties to this Contract. Inspection and/or approval of the Work or any portion thereof will not relieve the Contractor of responsibility for faulty materials or workmanship.

#### 1.08 REMOVAL OF UNACCEPTABLE AND UNAUTHORIZED WORK

- A. All Work which does not conform to the requirements of the Contract Documents will be considered unacceptable, unless otherwise determined acceptable as provided in Item 1.02 CONFORMITY WITH DRAWINGS AND SPECIFICATIONS of this Section.
- B. Unacceptable Work, whether the result of poor workmanship, use of defective materials, damage through carelessness, or any other cause found to exist prior to the Final Completion of the Work, will be removed immediately and replaced in an acceptable manner in accordance with the provisions of Appendix D, GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, Part 11 – UNCONFORMING AND CORRECTION OF WORK.
- C. Work done contrary to the instructions, work done beyond the lines shown on the Drawings or as given, except as herein specified, or any extra work done without authority, will be considered as unauthorized and will not be paid for under the provisions of the Contract. Work so done may be ordered removed or replaced at the Contractor's expense.
- D. Upon failure on the part of the Contractor to comply with any order of the Owner made under the provisions of this Section, the Owner or Design Professional will have authority to cause unacceptable work to be remedied or removed and replaced and unauthorized work to be removed and to deduct the costs (incurred by the Owner) from any monies due or to become due the Contractor.

#### 1.09 MAINTENANCE DURING CONSTRUCTION

The Contractor will maintain the Work during construction and until the Work is accepted. This maintenance will constitute continuous and effective work prosecuted day by day, with adequate equipment and forces so that the Work is maintained in satisfactory condition at all times. All Work will be protected during any delay between phases or sub-phases of construction required to complete the Work.

#### 1.10 FAILURE TO MAINTAIN THE WORK

- A. Should the Contractor at any time fail to maintain the Work as provided in Item 1.09 MAINTENANCE DURING CONSTRUCTION of this Section, the Owner will immediately notify the Contractor of such noncompliance. Such notification will specify a reasonable time within which the Contractor will be required to remedy such unsatisfactory maintenance condition. The time specified will give due consideration to the urgency that exists.
- B. Should the Contractor fail to respond to the Owner's notification, the Owner may suspend any work necessary for the Owner to correct such unsatisfactory maintenance condition, depending on the urgency that exists. Any maintenance cost incurred by the Owner will be deducted from monies due or to become due the Contractor.

END OF SECTION

## GENERAL REQUIREMENTS

### SECTION 01400 - QUALITY CONTROL SERVICES

#### PART 1 - GENERAL

##### 1.01 DESCRIPTION

- A. General: Required inspection and testing services are intended to assist the Owner in the determination of probable compliance of the Work with requirements specified or indicated. These required services do not relieve the Contractor of responsibility for compliance with these requirements or for compliance with requirements of the Contract Documents.
- B. Definitions: Quality control services include inspections and tests and related actions including reports performed by independent agencies and governing authorities, as well as directly by the Contractor or independent agencies retained by the Contractor. These services do not include Contract enforcement activities performed directly by the Owner.
  - 1. Specific quality control requirements for individual units of work are specified in the Contract Documents. These requirements, including inspections and tests, cover both production of standard products and fabrication of customized work. These requirements also cover quality control of the installation procedures.
  - 2. Inspections, tests and related actions specified in this Section and elsewhere in the Contract Documents are not intended to limit the Contractor's own quality control procedures which facilitate overall compliance with requirements of the Contract Documents. Requirements by the Owner, governing authorities or other authorized entities for the Contractor to provide quality control services are not limited by the provisions of this Section.
- C. Quality Control: When the Contract specifies the use of certain methods and equipment, such methods and equipment will be used unless others are authorized by the Owner.
  - 1. If the Contractor desires to use a method or type of equipment other than specified in the Contract, Contractor may request authority from the Owner to do so. The request will be in writing and will include a full description of the methods and equipment proposed and the reasons for desiring to make the change. If approval is given, it will be on the condition that the Contractor will be fully responsible for producing work in conformity with the Contract Documents.
  - 2. If, after trial use of the substituted methods or equipment, the Owner determines that the Work produced does not meet Contract requirements, the Contractor will discontinue the use of the substitute method or equipment and will complete the remaining Work with the specified methods and equipment.
  - 3. The Contractor will remove all deficient work and replace it with work of specified

quality, or take such other corrective action as the Owner may direct. No change will be made in the Contract Sum or in Contract Time as a result of authorizing a change in methods or equipment under this subsection.

- D. Source of Supply and Quality Requirements: The materials used on the Work will conform to the requirements of the Contract Documents. Unless otherwise specified, such materials that are manufactured or processed will be new (as compared to used or reprocessed). Modifications to existing materials will be done in accordance with manufacturer's recommendations and/or the drawings.
1. In order to expedite the inspection and testing of materials, the Contractor will furnish complete statements to the Owner as to the origin, composition, and manufacture of all materials to be used in the Work. Such statements will be furnished promptly after execution of the Contract but, in all cases, prior to delivery of such materials.
  2. At the Owner's option, materials may be approved at the source of supply before delivery is stated. If it is found after trial that sources of supply for previously approved materials do not produce specified products, the Contractor will furnish materials from other sources.
  3. In addition, where an FAA Specification for airport lighting equipment is cited in the plans or Specifications, the Contractor will furnish such equipment that is:
    - a. Listed in FAA Advisory Circular (AC) 150/5345-1, Approved Airport Equipment, that is in effect on the date of advertisement; and
    - b. Produced by the manufacturer qualified (by FAA) to produce such specified and listed equipment.
- E. Samples, Tests, and Cited Specifications: All materials used in the Work may be inspected and/or tested by the Owner before incorporation in the Work. Any Work in which untested materials are used without approval or written permission of the Owner will be performed at the Contractor's risk. Materials found to be unacceptable and unauthorized will not be paid for and, if directed by the Owner, will be removed at the Contractor's expense. Unless otherwise designated, tests in accordance with the cited standard methods of AASHTO or ASTM, Federal Specifications, Commercial Item Descriptions, and all other cited methods which are current on the date of this Contract will be made by and at the expense of the Contractor. Samples will be taken by a qualified representative of the Contractor. All materials being used are subject to inspection, test, or rejection at any time prior to or during incorporation into the Work. Copies of all tests will be furnished to the Owner. Contractor will furnish the required samples without charge. Contractor will give sufficient notification of the placing of orders for materials to permit testing.
1. No approval of materials by the Owner or other representative of the Owner will relieve the Contractor of its obligation to provide and use materials that conform in all respects with the Contract requirements, and if the Contractor chooses to rely on the results of such tests or such approvals as evidence or indication that the



materials supplied do in fact so conform, the Contractor does so at its sole risk.

- F. Certification of Compliance: The Contractor may permit the use, prior to sampling and testing, of certain materials or assemblies when accompanied by manufacturer's certificate(s) of compliance stating that such materials or assemblies fully comply with the requirements of the Contract. The certificate(s) will be signed by the manufacturer. Each lot of such materials or assemblies delivered to the Work Site must be accompanied by a certificate of compliance in which the lot is clearly identified.
1. Materials or assemblies used on the basis of certificate(s) of compliance may be sampled and tested at any time and if found not to be in conformity with Contract requirements will be subject to rejection whether in place or not.
  2. The form and distribution of certificate(s) of compliance will be as approved by the Contractor and the Owner.
  3. When a material or assembly is specified by "brand name or equal" and the Contractor elects to furnish the specified "brand name," the Contractor will be required to furnish the manufacturer's certificate of compliance for each lot of such material or assembly delivered to the Work. Such certificate of compliance will clearly identify each lot delivered and will certify as to:
    - a. Conformance to the specified performance, testing, quality or dimensional requirements; and,
    - b. Suitability of the material or assembly for the use intended in the Contract.
  4. Should the Contractor propose to furnish an "or equal" material or assembly, Contractor will furnish the manufacturer's certificates of compliance as hereinbefore described for the specified brand name material or assembly. However, the Owner will be the sole judge as to whether the proposed "or equal" is suitable for use in the Work.
  5. The Owner reserves the right to refuse permission for use of materials or assemblies on the basis of certificate(s) of compliance.
- G. Plant Inspection: The Owner or its authorized representative may inspect, as its source, any specified material or assembly to be used in the Work. Manufacturing plants may be inspected from time to time for the purpose of determining compliance with specified manufacturing methods or materials to be used in the Work and to obtain samples required for Contractor's acceptance of the material or assembly.
1. Should the Owner or its authorized representative conduct plant inspections, the following conditions must exist:
    - a. The Owner or its authorized representative will have the cooperation and assistance of the Contractor and the producer with whom Contractor has

contracted for materials.

- b. The Owner or its authorized representative will have full entry at all reasonable times to such parts of the plant that concern the manufacture or production of the materials being furnished.
  - c. If required by the Owner or its authorized representative, the Contractor will arrange for adequate office or working space that may be reasonably needed for conducting plant inspections. Office or working space should be conveniently located with respect to the plant.
2. It is understood and agreed that the Owner will have the right to retest any material which has been tested and approved at the source of supply after it has been delivered to the Project Site. The Owner or its authorized representative will have the right to reject only material which, when retested, does not meet the requirements of the Contract Documents.
- H. Storage of Materials: Materials will be so stored as to assure the preservation of their quality and fitness for the Work. Stored materials, even though approved before storage, may again be inspected prior to their use in the Work. Stored materials will be located so as to facilitate their prompt inspection. The Contractor will coordinate the storage of all materials with the Owner. Materials to be stored on airport property will not create an obstruction to air navigation nor will they interfere with the free and unobstructed movement of aircraft. Unless otherwise shown on the drawings, the storage of materials and the location of the Contractor's plant and parked equipment or vehicles will be as directed by the Owner. Private property will not be used for storage purposes without written permission of the Owner or lessee of such property. The Contractor will make all arrangements and bear all expenses for the storage of materials on private property. Upon request, the Contractor will furnish the Owner a copy of the property Owner's permission.
- 1. All storage sites on private or airport property will be restored to their original condition by the Contractor at Contractor's entire expense, except as otherwise agreed to (in writing) by the owner or lessee of the property.
- I. Unacceptable Materials: Any material or assembly that does not conform to the requirements of the Contract Documents will be considered unacceptable and will be rejected. The Contractor will remove any rejected material or assembly from the site of the Work, unless otherwise instructed by the Owner.
- 1. Rejected material(s) or assembly(ies) that have been corrected by the Contractor will not be returned to the site of the Work until such time as the Owner has approved its use in the Work.

## 1.02 TESTING BORNE BY THE CONTRACTOR

- A. All initial testing costs will be borne by the Contractor. An independent testing laboratory selected by and responsible to the Contractor, and acceptable to the Owner will perform all

testing required by the Contract Documents or other testing as directed by the Owner.

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

1. If substitute materials or equipment are proposed by the Contractor, Contractor will pay the cost of all tests which may be necessary to satisfy the Owner that Specification requirements are satisfied. The Contractor will pay for the Owner's time spent in review and administration of such proposed substitution.
2. If materials or workmanship are used which fail to meet Specification requirements, the Contractor will pay the cost of all testing and retesting deemed necessary by the Owner to determine the safety or suitability of the material or element.
3. The Contractor will pay for all testing costs including, but not limited to, power, fuel, and equipment costs which may be required for complete testing of all equipment and systems for proper operation.
4. The Contractor will pay for all standby time required when operations are delayed by the Contractor.

#### 1.03 RETEST RESPONSIBILITY

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

#### 1.04 RESPONSIBILITY FOR ASSOCIATED SERVICES

- A. The Contractor is required to cooperate with the agencies performing required inspections, tests and similar services. Provide such auxiliary services as are reasonably requested. Notify the testing agency sufficiently in advance of operations to permit assignment of personnel. These auxiliary services include but are not necessarily limited to the following:
1. Providing access to the Work.
  2. Taking samples or assistance with taking samples.
  3. Delivery of samples to testing laboratories.
  4. Security and protection of samples and test equipment at the Project site.

#### 1.05 COORDINATION

The Contractor will coordinate with each agency engaged to perform inspections, tests and similar services for the Project and will coordinate the sequence of activities so as to accommodate

required services with a minimum of delay in the progress of the Work. In addition, the Contractor will coordinate the Work so as to avoid the necessity of removing and replacing work to accommodate inspections and tests. The Contractor is responsible for scheduling times for inspections, tests, taking of samples and similar activities. The testing will not be used as justification for claims for extension of Contract Time.

#### 1.06 QUALITY ASSURANCE

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

#### 1.07 SUBMITTALS

- A. General: Refer to Section 01340 - SHOP DRAWINGS, PRODUCT DATA AND SAMPLES for the general requirements on submittals. The Contractor will submit directly to the Owner a certified written report in triplicate of each inspection, test or similar service, performed by or on behalf of the Contractor. Contractor will also submit additional copies of each written report directly to a governing agency, when the agency so directs.
- B. Report Data: Written reports of each inspection, test or similar service will include the following:
  - 1. Name of testing agency or test laboratory.
  - 2. Dates and locations of samples, tests and/or inspections.
  - 3. Names of individuals making the inspection, sample and/or test.
  - 4. Designation of the Work and test method. Complete inspection or test data.
  - 5. Test inspection and/or sample results.
  - 6. Interpretations of test sample and/or inspection results.
  - 7. Notation of significant ambient conditions at the time of sample-taking, testing and/or inspection.
  - 8. Comments or professional opinion as to whether inspected, sampled and/or tested Work complies with requirements of the Contract Documents.
  - 9. Recommendations on retesting, if applicable.
  - 10. Log of previous deficiencies and status thereof.
  - 11. Other requirements as stated in the Specifications.

## 1.08 INSPECTION OF CONDITIONS

- A. Installer's Inspection of Conditions: The Contractor shall require the installer of each major unit of Work to inspect the substrate to receive Work and conditions under which the Work is to be performed. The installer will report all unsatisfactory conditions in writing to the Contractor. The Contractor shall not proceed with the Work until unsatisfactory conditions have been corrected in a manner acceptable to the installer.
- B. Manufacturer's Instructions: Where installations include manufactured products, the Contractor shall comply with the manufacturer's applicable instructions and recommendations for installation, to the extent that these instructions and recommendations are more explicit or more stringent than requirements indicated in the Contract Documents.
- C. The Contractor shall inspect each item of material or equipment immediately prior to installation. The Contractor shall reject damaged and defective items.
- D. The Contractor shall provide attachment and connection devices and methods for securing Work. The Contractor shall secure Work true to line and level and within recognized industry tolerances. The Contractor shall allow for expansion and building movement. The Contractor shall provide uniform joint width in exposed Work. The Contractor shall arrange joints in exposed Work to obtain the best visual effect to the satisfaction and approval of the Owner. The Contractor shall refer questionable visual-effect choices to the Owner for final decision.
- E. The Contractor shall recheck measurements and dimensions of the Work as an integral step of starting each installation.
- F. The Contractor shall install each unit of Work during weather conditions and project status which will insure the best possible results in coordination with the entire Work. The Contractor shall isolate each unit of Work from incompatible Work as necessary to prevent deterioration.
- G. The Contractor shall coordinate enclosure of the Work with required inspections and tests so as to minimize the necessity of uncovering Work for that purpose.
- H. Mounting Heights: Where mounting heights are not indicated, the Contractor shall mount individual units of Work at industry recognized standard mounting heights for the particular application indicated. The Contractor shall refer questionable mounting height choices to the Owner for final decision.

## 1.09 REPAIR AND PROTECTION

General: Upon completion of inspection, testing, sample-taking and similar services performed on the Work, the Contractor shall repair damaged Work and restore substrates and finishes to eliminate deficiencies, including deficiencies in the visual qualities of exposed finishes. The Contractor shall comply with requirements of Section 01045 - CUTTING AND PATCHING. The

Contractor shall protect Work exposed by or for quality control service activities and protect repaired Work. Repair and protection will be the Contractor's responsibility, regardless of the assignment of responsibility for inspection, testing or similar services.

END OF SECTION

GENERAL REQUIREMENTS

SECTION 01545 - UTILITIES

PART 1 - GENERAL

1.01 GENERAL

- A. Existing facilities, utilities, and features depicted on the Drawings are not guaranteed to be accurate with respect to location, condition, and characteristics. Also, there may be additional facilities, utilities, and features existing that could affect the construction of the Work which are not depicted or described in the Contract Documents.
- B. Prior to Submitting a Proposal, the Contractor will make a thorough investigation of the Project area to satisfy itself as to the location, condition, and characteristics of any and all facilities, utilities, and features which may affect Contractor's Work. No additional compensation will be made for any extra expense relating to an existing facility, utility, or feature.
- C. The Contractor hereby agrees to make no claims against the Owner and/or its representatives relating to the existence, or lack thereof, location, condition, and/or characteristics of any existing facilities, utilities, or features.
- D. Contractor will pay for the removal and installation of all utilities required by the Contract Documents.

1.02 PROTECTION OF EXISTING UTILITIES

- A. The term "utilities" includes FAA power and control cables, TECO power lines, other power lines, telephone cables, lines and fiber optics, Sheriff's Department lines, elevator control cables, airline communication cables, computer cables, airfield lighting cables, Owner underground electrical and communication lines, cables and fiber optics, water lines, irrigation lines, HVAC equipment, sanitary force mains, sanitary lines, and fuel and gas lines. These utilities may be located in the areas of construction. Disruption of these utilities could seriously disrupt the operation of the airport. Although the Drawings attempt to locate the cables and all utilities including fuel and gas lines, actual locations are uncertain and the Contractor is required to verify all locations.
- B. To the extent that such public and private utility services, FAA facilities, or utility services of another government agency are known to exist within the limits of the Work, the approximate locations have been indicated on the Drawings and some, but not all, utility services and FAA facilities are indicated as follows:

Utility Service or Facility	Person to Contact	Telephone
(To the best of our knowledge, the below information is correct, but may change without notice.)		
FAA Control Cables	Mr. Charles Hinnant, FAA	(813) 371-7751
HCAA	Mr. Paul Ridgeway	(813) 870-8744

TECO	Mr. Greg Keininger	(813) 228-4231
Fuel Lines	Mr. Enos Sage	(813) 396-3626
Irrigation Lines	Mr. Paul Ridgeway	(813) 870-8744
City of Tampa	Mr. Royce Person	(813) 274-8944

- C. Any intentional, temporary interruption of existing utilities for the purpose of carrying out the Work will be carried out so as to minimize the length and scope of the interruption. Before any such interruption, Contractor will give a minimum of 72 hours written notice to the Owner and will also give at least 72 hours' notice to the appropriate "Person to Contact" listed in Paragraph B of this Section.
- D. The Owner reserves the right to authorize the construction, reconstruction, or maintenance of any public or private utility service, FAA or National Oceanic and Atmospheric Administration (NOAA) facility, or a utility service of another government agency at any time during the progress of the Work.
- E. Contractor will not permit any individual, firm, or corporation to excavate or otherwise disturb such utility services or FAA facilities located within the limits of the Work without the written permission of the Owner.
- F. Should the Owner, public or private utility service, FAA, or NOAA facility, or a utility service of another government agency be authorized to construct, reconstruct, or maintain such utility service or FAA facility during the progress of the Work, the Contractor will cooperate with such utility service or FAA facility by arranging and performing the Work in this Contract so as to facilitate such construction, reconstruction, or maintenance by others. In addition, the Contractor will control its operations to prevent the unscheduled interruption of such utility services, FAA facility, and other facilities. It is understood and agreed that the Contractor will not be entitled to make any claim due to such authorized construction by others or for any delay to the Work resulting from such authorized construction. The Contractor will coordinate all Work with all utility services, FAA facility, or other facility.
- G. To the extent that such public or private utility services, FAA or NOAA facilities, or utility services of another governmental agency are known to exist within the limits of the Contract Work, the approximate locations can be obtained by the Contractor from the Owner.
- H. It is understood and agreed that the Owner does not guarantee the accuracy or the completeness of the location information relating to existing utility services, FAA facilities or structures that may be shown on the Drawings or encountered in the Work. Any inaccuracy or omission in such information will not relieve Contractor of its responsibility to protect such existing features from damage or unscheduled interruption of service.
- I. It is further understood and agreed that Contractor will, upon execution of the Contract, notify all utility services, FAA facility, or other facilities of the Contractor's plan of operations. Such notification will be in writing addressed to the Person to Contact as provided herein. A copy of each notification will be given to the Owner.
- J. In addition to the general written notification hereinbefore provided, it will be the



responsibility of the Contractor to keep such individual utility service or FAA facility advised of changes in Contractor's plan of operation that would affect such utility service or FAA facility.

- K. Prior to commencing the Work in the general vicinity of an existing utility service or FAA facility, the Contractor will again notify each such utility service or FAA facility in writing, copying the Owner, of Contractor's plan of operations. If, in the Contractor's opinion, assistance is needed to locate the utility service or FAA facility or the presence of a representative of the utility service or FAA facility is desirable to observe the Work, such advice will be included in the written notification. Such notification will be given by the most expeditious means to reach the utility service or FAA facility Person to Contact no later than two business days prior to the Contractor's commencement of operations in such general vicinity. The Contractor will furnish a written summary of the notification to the Owner.
- L. Failure of the Contractor to properly coordinate in advance Work on or near existing utilities will be cause for the Owner to suspend Contractor's operations in the general vicinity of such utilities.
- M. Power and control cables leading to and from any FAA facilities will be marked in the field by the local FAA Airway Facilities Sector personnel for the information of the Contractor before any Work in the general vicinity is started. Thereafter, through the entire time of the Work, the Contractor will not allow any construction equipment to cross these cables without first protecting the cable with steel boiler plate or similar structural devices on 3-foot either side of the marked cable route. All excavation within 3-feet of existing cables will be accomplished by hand digging only. No grading will be permitted over FAA cables under any conditions.
- N. Approval to work in areas where active utility services or FAA facilities are located is subject to withdrawal at any time because of change in the weather, emergency conditions on the existing airfield areas, anticipation of emergency conditions, or for any other reason determined by the Owner or the designated FAA and/or utility service representative. All instructions by the Owner, the utility service, or the FAA facility (by radio or other means) to the Contractor to clear any given area, at any time, will be immediately executed. Construction Work will be commenced in the cleared area only when additional instructions are issued by the Owner.
- O. These provisions intend to make perfectly clear the need for protection of FAA cables and other utilities and facilities at all times.
- P. Where the outside limits of an underground utility service or FAA facility have been located and staked on the ground, the Contractor will be required to use excavated methods acceptable to the Owner within 3-feet of such outside limits at such points as may be required to insure protection from damage due to the Contractor's operations.
- Q. If damage occurs to any utilities, the Contractor will be assessed a fee of \$2,000 liquidated damages per cut per cable, line or strand, which liquidated damages will only represent the expense incurred by the Owner in coordinating the repair, and which will not prevent the Owner or others from recovering from the Contractor other costs, damages, or expenses of

any other nature incurred on account of damages to utilities. Contractor agrees that damages for cut cables are uncertain and these liquidated damages are not a penalty but a reasonable consideration of the impact that damage to utilities could have to the operation of the Airport. There is no intent to double count damages under this provision.

- R. FAA FACILITIES AND CABLE RUNS. The Contractor is hereby advised that the construction limits of the Project include existing facilities and buried cable runs that are owned, operated and maintained by the FAA. The Contractor, during the prosecution of the Project work, will comply with the following:
1. The Contractor will permit FAA maintenance personnel the right of access to the Project work site for purposes of inspecting and maintaining all existing FAA owned facilities.
  2. The Contractor will notify the above named FAA Airway Facilities Point-of-Contact seven days prior to commencement of construction activities in order to permit sufficient time to locate and mark existing buried cables and to schedule any required facility outages.
  3. If prosecution of the Project work requires a facility outage, the Contractor will contact the above named FAA Person to Contact a minimum of 72 hours prior to the time of the required outage.
  4. If prosecution of the Project work results in damages to existing FAA equipment or cables, the Contractor will repair the damaged item in conformance with FAA Airway Facilities' standards to the satisfaction of the above named FAA Point-of-Contact.
  5. If the Project work requires the cutting or splicing of FAA owned cables, the above named FAA Point-of-Contact will be contacted a minimum of 72 hours prior to the time the cable work commences. The FAA reserves the right to have an FAA Airway Facilities representative on site to observe the splicing of the cables as a condition of acceptance. All cable splices are to be accomplished in accordance with FAA Airway Facilities' specifications and require approval by the above named FAA Point-of-Contact as a condition of acceptance by the Owner. The Contractor is hereby advised that FAA Airway Facilities restricts the location of where splices may be installed. If a cable splice is required in a location that is not permitted by FAA Airway Facilities, the Contractor will furnish and install a sufficient length of new cable that eliminates the need for any splice.
- S. Should the Contractor damage or interrupt the operation of a utility service or FAA facility by accident or otherwise, Contractor will immediately notify the proper utility service or FAA facility and the Owner and will take all reasonable measures to prevent further damage or interruption of service. The Contractor, in such an event, will cooperate with the utility service or FAA facility and the Owner continuously until such damage has been repaired and service restored to the satisfaction of the utility service or FAA facility.
- T. The Contractor will immediately repair, at Contractor's own expense, with identical material by skilled workers, all utilities, FAA cables, and other facilities which are damaged by

Contractor's workers, equipment, or work. Prior approval of the appropriate utility service and/or FAA facility and Owner will be obtained for the materials, workers, time of day or night, method of repairs, and for any temporary or permanent repairs the Contractor proposes to make to any FAA cables or utility service damaged by the Contractor.

- U. Airport publicly owned facilities and privately owned facilities located on Airport property, including underground cables, pavements, piping, buildings, turfed areas, vehicles and other facilities/improvements, that are damaged by the Contractor will, at the election of the Owner, (1) be replaced/repared by the Contractor to the satisfaction of the Owner or (2) be replaced/repared by the Owner at the Contractor's expense.

END OF SECTION

## GENERAL REQUIREMENTS

### SECTION 01700 - PROJECT CLOSEOUT

#### PART 1 - GENERAL

##### 1.01 DESCRIPTION

Closeout is hereby defined as the performance of activities and the preparation and submittal of documents following Substantial Completion as specified in the Contract Documents as necessary to Final Acceptance and Contract closure. Specific requirements for individual units of Work are specified in other Sections.

##### 1.02 PREREQUISITES TO SUBSTANTIAL COMPLETION

A. Prior to requesting Contractor and Owner's inspection for Certificate of Substantial Completion, for either the whole Work or designated portions thereof, complete the following and list known exceptions in request:

1. In progress payment request, coinciding with, or first following date claimed, show 100% completion for portion of Work claimed as substantially completed, or list incomplete items, value of incompleteness, and reasons for being incomplete.
2. Include supporting documentation for completion as indicated in the Contract Documents.
3. Submit statement showing accounting of changes to the Contract sum.
4. Advise Owner of pending insurance change-over requirements.
5. Obtain and submit releases enabling Owner's full and unrestricted use of the Work and access to services and utilities, including, where required, occupancy permits, operating certificates, and similar releases.
6. Deliver tools, spare parts, extra stocks of materials, and similar physical items to Owner.
7. Make final change-over of locks and transmit keys to Owner, and advise Owner's personnel of change-over in security provisions.
8. Complete start-up testing of systems and instructions of Owner's operating-maintenance personnel. Discontinue, or change over, and remove from Project site temporary facilities and services, along with construction tools and facilities, mock-ups, and similar elements.

B. Cleaning and Repairs:

Immediately prior to the Contractor's and Owner's inspection for Substantial Completion of

the whole Work or designated portions thereof, the Contractor will completely clean the premises. Concrete and ceramic surfaces will be cleaned and washed. Resilient coverings will be cleaned, waxed and buffed. Woodwork will be dusted and cleaned. Sash, fixtures, and equipment will be thoroughly cleaned. Stains, spots, dust, marks, and smears will be removed from all surfaces. Hardware and all metal surfaces will be cleaned and polished. Glass and plastic surfaces will be thoroughly cleaned by professional window cleaners. All damaged, broken or scratched glass or plastic will be replaced by the Contractor at the Contractor's expense. Refer to Section 01561 - CONSTRUCTION CLEANING.

C. Inspection Procedures:

1. Incomplete Items Prior to Substantial Completion:
  - a. One week prior to anticipated date of Substantial Completion, the Contractor will furnish the Owner a list of items which Contractor expects will be incomplete at date of Substantial Completion.
  - b. The Owner will review the list and confirm its acceptability, or itemize objections and transmit such to the Contractor for action. Approval of this list by Owner will be a precondition for conducting the Substantial Completion inspection.
2. Upon receipt of Contractor's request for inspection, the Owner will either proceed with inspection or advise Contractor of prerequisites that are not fulfilled. Following initial inspection, the Owner will either prepare the Certificate of Substantial Completion or advise Contractor of work which must be performed prior to issuance of certificate. The Owner will repeat inspection when requested and when assured that the work has been substantially completed. A listing of work to be completed or corrected and the submission of closeout documents specified in Paragraph 1.03.A.1 will constitute the Final Acceptance punch list.
  - a. For projects under \$10 million, the Final Acceptance punch list will be developed within 30 days after Substantial Completion and will be provided to the Contractor within five days after its completion.
  - b. For projects over \$10 million, the Final Acceptance punch list will be developed within 60 days after Substantial Completion and will be provided to the Contractor within five days after its completion.
3. Following Substantial Completion, the Contractor will correct or complete all Final Acceptance punch list items, excluding closeout documents, to the satisfaction of the Owner and Design Professional within 30 days after delivering the Final Acceptance punch list. If subsequent inspections are necessary after the prescribed time in order to eliminate all deficiencies, the cost of all subsequent inspections with respect to Owner's time will be paid by the Contractor. When ready, the Contractor will request in writing a final inspection of the Work. Upon completion of re-inspection, the Owner will either prepare a Certificate of Final Acceptance or advise Contractor of Work that is not completed or obligations that are not fulfilled

as required for Final Acceptance. If necessary, procedures will be repeated. In the event of unacceptable Work discovered on the final inspection or if the submission of the closeout document is incomplete, the issuance of the Certificate of Final Acceptance will be withheld until all Final Acceptance punch list items and closeout documents are corrected or submitted to the Owner's satisfaction.

### 1.03 PREREQUISITES FOR FINAL COMPLETION AND ACCEPTANCE

- A. Prior to requesting Owner's final inspection for Certification of Final Acceptance as required by this Part 2 Contract, complete the following and list known exceptions in requests:
1. Submit certified copy of Final Acceptance punch list with a statement that each item has been completed, submitted or otherwise resolved for acceptance, and has been endorsed and dated by Owner. The Final Acceptance punch list will contain the requirement that the following named items will be submitted as closeout documents:
    - a. Consent of Surety to Payment
    - b. Contractor's Affidavit of Payment of Debts and Claims
    - c. Contractor's Affidavit of Release of Liens
    - d. List of subcontractors and major suppliers
    - e. Final release of lien from each subcontractor and major supplier listed in d. above
    - f. Statement of compliance with labor standards and payment of all applicable taxes
    - g. Statement of Contractor's one-year general warranty
    - h. Specific warranties as specified in Contract Documents
    - i. Accounting of final Contract amount
    - j. Accounting of actual DBE (W/MBE) participation
    - k. As-Built drawings sufficient for the production of record drawings
    - l. O&M manuals, Record Project Manual and record documents (see paragraph 1.06)
    - m. Evidence of continuing insurance complying with specified requirements
    - n. Contractor's final pay application
    - o. Final amendment – when applicable
  2. Submit final meter readings for utilities, measured record of stored fuel, and similar data either as of time of Substantial Completion or when Owner took possession of and responsibility for corresponding elements of the Work.
  3. Complete final cleaning requirements, including touch-up of marred surfaces. Refer to Section 01561 - CONSTRUCTION CLEANING, Paragraph 3.03 FINAL CLEANING.
  4. Touch-up and otherwise repair and restore marred exposed finishes.

### 1.04 PREREQUISITES TO FINAL PAYMENT

- A. Final Payment: Final Payment will be made after Final Acceptance of the whole Work by the

Owner upon request by the Contractor and on condition that the Contractor:

1. Acceptance and final payment: The Owner will check the final estimate submitted by the Contractor of the items of Work actually performed. The Contractor will approve the Owner's final estimate or advise the Owner of Contractor's objections to the final estimate which are based on disputes in measurements or computations of the final quantities.

The Contractor and the Owner will resolve all disputes in the measurement and computation of final quantities to be paid within 30 days of the Contractor's submission of the final estimates. If, after such 30 day period, a dispute still exists, the Contractor may approve the Owner's estimate under protest of the portions of Work in dispute, and such disputed quantities will be considered by the Owner as a claim in accordance with the Contract Documents.

- a. After the Contractor has approved, or approved under protest, the Owner's final estimate, final payment will be processed based on the entire sum, or the undisputed sum in case of approval under protest, determined to be due the Contractor less all previous payments and all amounts to be deducted under the provisions of the Contract. All prior progress payments will be subject to correction in the final estimate and payment.
- b. If the Contractor has filed a claim for additional compensation under the provisions of the Contract, such claims will be considered by the Owner. Upon final resolution of such claims, any additional payment determined to be due the Contractor, if any, will be paid.

#### 1.05 COMPLIANCES

- A. Comply with safety standards and governing regulations for cleaning operations. Do not burn waste materials at Project site, bury debris or excess materials on Owner's property, or discharge volatile or other harmful or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of in a lawful manner.
- B. Where extra materials of value remain after Work has been completed and become Owner's property, they will be relocated and stored as directed by Owner.

#### 1.06 RECORD DOCUMENT SUBMITTALS

- A. Specific requirements for record documents are shown in this Section. Other requirements are indicated in the General Conditions. General submittal requirements are indicated in submittals sections. Contractor should not use record documents for construction purposes, should protect record documents from deterioration and loss in a secure, fire-resistant location and should provide access to record documents for Owner's reference during normal working hours.
  1. Definition: Record documents are defined to include those documents relating directly to performance of the Work which Contractor is required to prepare or maintain for Owner's records and which record the Work as actually performed. In

particular, record documents show changes in the Work in relation to way in which shown and specified by original Contract Documents and show additional information of value to Owner's records but not indicated by original Contract Documents. Record documents include newly-prepared drawings (if any are specified), marked-up copies of Contract Documents, specifications, addenda and change orders, field records for variable and concealed conditions such as excavations and foundations, and miscellaneous record information on Work which is otherwise recorded only schematically or not at all.

2. Record Drawings: Upon receipt of acceptable as-built drawings, Contractor will produce the official record drawings in the manner prescribed by the Contract Documents. The Contractor will submit the as-built drawings to the Owner for coordination.
3. Record Project Manual: Upon completion of mark-up, Contractor will submit to Owner for Owner's records.
4. Maintenance Manuals: Contractor will complete, place in order, properly identify and submit to Owner for Owner's records.
5. Miscellaneous Record Submittals: Complete miscellaneous records and place in good order, properly identified and bound or filed, ready for continued use and reference. Contractor should submit to Owner for Owner's records.

B. Contractor's as-built drawings:

1. As-built drawings: The Contractor will maintain a set of as-built drawings at the Project site. These will be kept legible and current and will be available for inspection at all times by the Owner. Changes or work added on these drawings will be shown in a contrasting color.
  - a. Mark-up Procedure: During progress of the Work, maintain a white-set (blue-line or black-line) of contract drawings and shop drawings, with mark-up of actual installations which vary substantially from the Work as originally shown. Mark fully and accurately whatever drawing is most capable of showing actual physical condition. Where shop drawings are marked-up, mark cross-reference on contract drawings at corresponding location. Mark with erasable colored pencil, using separate colors where feasible to distinguish between changes for different categories of Work at same general location. Mark-up important additional information which was either shown schematically or omitted from original drawings. Give particular attention to information on Work concealed which would be difficult to identify or measure and record at a later date. Note alternate numbers, change order numbers and similar identification. Require each person preparing mark-up to initial and date mark-up and indicate name of firm. Label each sheet "AS-BUILT" in 1/2 inch high letters.
  - b. Show actual position of all underground and otherwise concealed civil, mechanical and electrical lines, conduit, pipes, ducts, etc. Items in areas



with accessible ceilings or other ready access will not be considered as being concealed.

- c. In showing changes in the Work, use the same legends as used on the original drawings. Indicate exact locations by dimensions and exact elevations by job datum. Give dimensions from a permanent point.
- d. When manholes, boxes, underground conduits, plumbing hot or chilled water lines, inverts, etc., are involved as part of the Work, the Contractor will furnish true elevations and locations, all properly referenced by using the original bench mark used for this Project.
- e. The Contractor will submit completed as-built drawings to the Owner for coordination.
- f. As-built drawings will contain the names, addresses and phone numbers of the Contractor and the major subcontractors.
- g. The Owner will be the sole judge of the acceptability of the as-built drawings. Receipt and acceptance of the as-built drawings is a prerequisite for Final Payment.

C. Record Project Manual:

- 1. During progress of the work, maintain one copy of the record project manual, including addenda, change orders and similar modifications issued in printed form during construction. Mark-up variations in actual Work in comparison with text of specification and modification as issued. Give particular attention to substitutions, selection of options, and similar information on Work where it is concealed or cannot otherwise be readily discerned at a later date by direct observation. Note related record drawing information and product data, where applicable.
- 2. Where record project manual is printed on one side of page only, mark variation on blank left-hand pages of record project manual, facing printed right-hand pages containing original text affected by variation.
- 3. Upon completion of the Work, the document information maintained during construction such as addenda, alternates, construction change directives, change orders, work orders, etc. will be recorded as follows:
  - a. Neatly cross out the non-conforming portion of the record project manual and add by writing in the revised portion of the record project manual. Do not revise the record project manual by cutting and pasting the actual addenda, alternates, construction change directive, change orders, work orders, etc., as actually issued by the Owner. The revisions have to be actually written by the Contractor.
  - b. The volume(s) of record project manual will be clearly marked "PROJECT RECORD" in 1/2 inch high letters and bear the name of the Contractor and

where applicable, the name of the subcontractor.

- c. The Contractor will review the completed record project manual and ascertain that all data furnished in the record project manual is accurate and truly represents the Work as actually installed.
  - d. Any deviations from the method of executing the record project manual as described above will be considered just cause for disapproval by the Owner and the Contractor will be required to conform and resubmit.
  - e. Submit the record project manual to the Owner for compliance review and approval.
  - f. Upon Owner's approval, the Contractor will submit the completed record project manual and two copies of the record project manual (at Contractor's expense) to the Owner.
4. Information maintained during construction such as addenda, alternates, construction change directives, change orders, work orders, etc. will also be electronically recorded in original word processed documents using strike-throughs for deletions, bold and italic for revisions and additions, and/or other acceptable method(s) where feasible to distinguish between changes.

D. Record Product Data:

During progress of the Work, maintain one copy of each product data submittal and mark-up significant variations in the actual Work in comparison with submitted information. Include both variations in product as delivered to Project site and variations from manufacturer's instructions and recommendations for installation. Give particular attention to concealed products and portions of the Work which cannot otherwise be readily discerned at a later date by direct observation. Note related change orders and mark-up of record drawings and specifications. Upon completion of mark-up, submit three complete sets of product data submittal to Owner for Owner's records. Label each data submittal "PROJECT RECORD" in 1/2 inch high letters.

E. Record Sample Submittal:

Immediately prior to date(s) of Substantial Completion, Owner's personnel will meet with Contractor at Project site and will determine if any of submitted samples maintained by Contractor during progress of the Work are to be transmitted to Owner for record purposes. Comply with Owner's instruction for packaging, identification marking, and delivery to Owner's sample storage space. Dispose of other samples in manner specified for disposal of surplus and waste materials, unless otherwise indicated by Owner.

F. Miscellaneous Record Submittals:

1. Refer to other Sections of these Contract Documents for requirements of miscellaneous record keeping and submittals in connection with actual

performance of the Work. Immediately prior to date(s) of Substantial Completion, complete miscellaneous records and place in good order, properly identified and bound or filed, ready for continued use and reference. Submit three sets to Owner for Owner's records. Categories of requirements resulting in miscellaneous work records are recognized to include, but not limited to, the following:

- a. Required field records on excavations, foundations underground construction, wells and similar Work.
- b. Accurate survey showing locations and elevations of underground lines, including invert elevations of drainage piping, valves, tanks and manholes.
- c. Surveys establishing lines and levels of building.
- d. Soil treatment certification.
- e. Inspection and Test Reports, where not processed as shop drawings or product data.
- f. Concrete mix design record.
- g. Concrete Block Certification.

G. Digital Electronic Format:

1. The Contractor will submit Record Documents, after review and approval by the Owner, in digital electronic format as follows:
  - a. All textual data will be provided in Microsoft Word 2003 (or higher) format. All formatting and tabular data will be preserved. Tabular data will be embedded in the document in Excel 2003 for Windows format.
  - b. All Drawings will be provided in AutoCAD 2000 (or higher) format, as well as a PDF document of each drawing.
  - c. After the documents are in correct digital electronic format, they will be submitted to the Owner on the following media:
    - (1) CDR (minimum 650 MB capacity per disk).
  - d. All media transmittals will be accompanied by a detailed paper printout of the files on each media. This printout will consist of:
    - (1) File name.
    - (2) File size.
    - (3) Date of creation.
    - (4) Submittal number.
    - (5) A brief but accurate description of the file.

## 1.07 GUARANTEES AND WARRANTIES

- A. Prior to Final Acceptance, all guarantees and warranties, as specified under various sections of the Contract Documents, will be obtained by the Contractor, addressed to and in favor of the Owner, and delivered to the Owner in duplicate giving a summary of the guarantees and warranties attached and stating the following with respect to each:
  - 1. Character of work affected
  - 2. Name of subcontractors
  - 3. Period of guarantee/warranty
  - 4. Conditions of guarantee/warranty
- B. Delivery of said guarantees and/or warranties will not relieve the Contractor from any obligations assumed under any other provision of the Contract.
- C. If, within any guarantee and/or warranty period, repairs or changes are required in connection with the guaranteed and/or warranted work, which in the opinion of the Owner is rendered necessary as the result of the use of materials, equipment or workmanship which are defective, inferior or not in accordance with the terms of the Contract, the Contractor will, upon receipt of notice from the Owner, and without expense to the Owner, proceed within seven calendar days to:
  - 1. Place all guaranteed and/or warranted work in satisfactory conditions correct all defects therein, and make good all damages to the structure or site.
  - 2. Make good all work or materials, or the equipment and contents of structures or site, disturbed in fulfilling any such guarantee and/or warranty.
- D. If the Contractor, after notice, fails to comply with the terms of the guarantee and/or warranty, the Owner may have the defects corrected and the Contractor and Contractor's surety will be liable for all expenses incurred, including Owner's fees.

## 1.08 OPERATING INSTRUCTIONS AND MAINTENANCE MANUALS

- A. Prior to Final Acceptance, complete operating instructions and maintenance manuals will be obtained by the Contractor for each piece of equipment or system furnished under the Contract. Organize operating and maintenance data into suitable sets of manageable size. Bind properly indexed data in individual heavy-duty 2-inch, 3-ring vinyl-covered binders, with pocket folders for folded sheet information. Mark appropriate identification on front and spine of each binder.
  - 1. Submit three copies of each completed manual on equipment and systems, in final form, to the Owner for review and distribution. Provide separate manuals for each unit of equipment, each operating system, and each electric and electronic system.

2. Refer to Specification Sections for individual requirements on operating and maintenance of the various pieces of equipment and operating systems.

B. Equipment and Systems:

1. Provide the following information for each piece of equipment, each building operating system, and each electric or electronic system.
  - a. Description: Provide a complete description of each unit and related component parts, including the following:
    - (1) Equipment or system function.
    - (2) Operating characteristics.
    - (3) Limiting conditions.
    - (4) Performance curves.
    - (5) Engineering data and tests.
    - (6) Complete nomenclature and number of replacement parts.
  - b. Manufacturer's Information: For each manufacturer of a component part of a piece of equipment provide the following:
    - (1) Printed operating and maintenance instructions.
    - (2) Assembly drawings and diagrams required for maintenance.
    - (3) List of items recommended to be stocked as spare parts.
  - c. Maintenance Procedures: Provide information detailing essential maintenance procedures, including the following:
    - (1) Routine operations.
    - (2) Trouble-shooting guide.
    - (3) Disassembly, repair and reassembly.
    - (4) Alignment, adjusting and checking.
  - d. Operating Procedures: Provide information on equipment and system operating procedures, including the following:
    - (1) Start-up procedures.
    - (2) Equipment or system break-in.
    - (3) Routine and normal operating instructions.
    - (4) Regulation and control procedures.
    - (5) Instructions on stopping.
    - (6) Shut-down and emergency instructions.
    - (7) Summer and winter operating instructions.
    - (8) Required sequences for electric or electronic systems.
    - (9) Special operating instructions.
  - e. Servicing Schedule: Provide a schedule of routine servicing and lubrication

requirements, including a list of required lubricants for equipment with moving parts.

- f. Controls: Provide a description of the sequence of operation and as-installed control diagrams by the control manufacturer for systems requiring controls.
- g. Coordination Drawings: Provide each Contractor's coordination drawings.
  - (1) Provide as-installed color-coded piping diagrams, where required for identification.
- h. Valve Tags: Provide charts of valve tag numbers with the location and function of each valve.
- i. Circuit Directories: For electric and electronic systems, provide complete circuit directors of panel-boards, including the following:
  - (1) Electric service.
  - (2) Controls.
  - (3) Communication.

#### 1.09 REPLACEMENT MATERIALS

Prior to Final Acceptance, Contractor will store at the Project site, in location directed by Owner, all replacement materials which may be required by other sections of these Contract Documents.

#### PART 2 - PRODUCTS

(Not applicable)

#### PART 3 - EXECUTION

##### 3.01 EQUIPMENT OPERATIONAL DEMONSTRATIONS

A. Subsequent to Substantial Completion of the whole Work or designated portions thereof, and prior to Final Acceptance, the Contractor will provide a competent and experienced person thoroughly familiar with the Work to demonstrate and instruct the Owner's personnel in operation, adjustment and maintenance of products, equipment and systems. This instruction will include normal start-up, run, stop, and emergency operations, location and operation of all controls, alarms and alarm systems, etc. The instruction will include tracing the system in the field and on the diagrams in the instruction booklets so that the Owner's operating personnel will be thoroughly familiar with both the system and the data supplied. Provide instruction at mutually agreed upon times.

- 1. Use operation and maintenance manuals for each piece of equipment or system as the basis of instruction. Review contents in detail to explain all aspects of operation and maintenance.

2. For equipment that requires seasonal operation, provide similar instruction during other seasons.
- B. If installers and/or Contractor's personnel are not experienced in procedures, provide instruction be manufacturer's representatives. Include a detailed review of the following items:
1. Maintenance manuals.
  2. Record documents.
  3. Spare parts and materials.
  4. Tools.
  5. Lubricants.
  6. Fuels.
  7. Identification systems.
  8. Control sequences.
  9. Hazards.
  10. Cleaning.
  11. Warranties and bonds.
  12. Maintenance agreements and similar continuing commitments.
  13. Similar procedures and facilities.
  14. Any other appropriate item.
- C. As part of instruction for operating equipment, demonstrate the following procedures:
1. Start-up.
  2. Shut down.
  3. Emergency operations.
  4. Noise and vibration adjustments.
  5. Safety procedures.
  6. Economy and efficiency adjustments.
  7. Effective energy utilization.
  8. Similar operations.
  9. Any other appropriate procedure.
- D. Review maintenance and operations in relation to applicable warranties, agreements to maintain bonds, and similar continuing commitments.
- E. Owner will be notified in writing of scheduling and completion of all equipment operational instructions and demonstrations.

END OF SECTION

## GENERAL REQUIREMENTS

### SECTION 01740 - WARRANTIES

#### PART 1 - GENERAL

##### 1.01 SUMMARY

- A. This Section specifies general administrative and procedural requirements for warranties required by the Contract Documents, including manufacturer's standard warranties on products and special warranties.
1. Refer to Contract as modified for terms of the Contractor's special warranty of workmanship and materials.
  2. General closeout requirements are included in Section 01700 - PROJECT CLOSEOUT.
  3. Specific requirements for warranties for the Work and products and installation that are specified to be warranted are included in the individual Sections of the Specifications.
  4. Certifications and other commitments and agreements for continuing services to Owner are specified elsewhere in the Contract Documents.
- B. Disclaimers and Limitations:
- Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products, nor does it relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with the Contractor of contractual warranty requirements.

##### 1.02 DESCRIPTION OF REQUIREMENTS/DEFINITIONS

- A. Categories of Specific Warranties:
1. It is recognized that warranties on the Work are in several categories, including those of the conditions of the Contract and including (but not necessarily limited to) the following specific categories related to the individual units of Work specified in the sections of the Specifications:
    - a. Special Warranty (Guarantee): A warranty specifically written and signed by the Contractor for a defined portion of the Work; and, where required, countersigned by subcontractor, installer, manufacturer or other entity engaged by Contractor. Formerly generally recognized as (and sometimes specified in Contractor Documents as) a "guarantee".
    - b. Specified Product Warranty: A warranty which is required by Contract Documents to be provided for a manufactured product which is



incorporated into the Work, regardless of whether the manufacturer has published the warranty without consideration for specific incorporation of product into the Work, or has written and executed the warranty as a direct result of Contact Documents requirements.

- c. Coincidental Product Warranty: A warranty which is not specifically required by Contract Documents (other than as specified in this Section) but which is available on a product incorporated into the Work by virtue of the fact that the manufacturer of the product has published the warranty in connection with purchases and uses of product without regard for specific applications, except as otherwise limited by terms of the warranty.

B. Definition: Manufactured Product:

A physical item for incorporation into the Work which has been produced from raw or natural materials by a manufacturing process and which is purchased from a manufacturer either specifically for the Work or for Contractor's/subcontractor's/ fabricator's/installer's stock from which it is drawn for incorporation into the Work.

C. General Limitations:

- 1. It is recognized that specific warranties are intended primarily to protect Owner against failure of Work to perform as required and against deficient, defective and faulty materials and workmanship, regardless of sources. Except as otherwise indicated, specific warranties do not cover failures in Work which result from:
  - a. Damage or defect caused by abuse
  - b. Modifications not executed by the Contractor
  - c. Improper or insufficient maintenance
  - d. Improper operations, or normal wear and tear under normal usage
- 2. Although manufacturer's commitments in product warranties on products used in the Work are generally written to exclude product failures which result from failure of other Work (such as failure of substrate supporting product), such limitations in product warranties do not relieve Contractor of the more general warranties on Work which incorporates use of such products. Except as otherwise indicated, this same relationship applies to units of Work performed by other entities (other than manufacturers), such as fabricators, installers and subcontractors, who are required to countersign special Project warranties with Contractor for such units of Work.

### 1.03 WARRANTY REQUIREMENTS

A. Related Damages and Losses:

When correcting warranted Work that has failed, remove and replace other Work that has

been damaged as a result of such failure or that must be removed and replaced to provide access for correction of warranted Work.

B. Reinstatement of Warranty:

When Work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty will be equal to the original warranty from the date of correction or rebuilding.

C. Replacement Cost:

Upon determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective Work regardless of whether the Owner has benefited from use of the Work through a portion of its anticipated useful service life.

D. Owner's Recourse:

1. Written warranties made to the Owner are in addition to implied warranties and will not limit the duties, obligations, right and remedies otherwise available under the law, nor will warranty periods be interpreted as limitations on time in which the Owner can enforce such other duties, obligations, rights, or remedies.

a. Rejection of Warranties: The Owner reserves the right to reject warranties and to limit selections to products with warranties not in conflict with requirements of the Contract Documents.

2. The Owner reserves the right to refuse to accept Work for the Project where a special warranty, certification, or similar commitment is required on such Work or part of the Work until evidence is presented that entities required to countersign such commitments are willing to do so.

## 1.04 SUBMITTALS

A. Submit written warranties to the Owner prior to the date certified for Final Payment.

1. When a special warranty is required to be executed by the Contractor, or the Contractor and a subcontractor, supplier or manufacturer, prepare a written document that contains appropriate terms and identification, ready for execution by the required parties.

Submit a draft to the Owner for approval prior to final execution.

a. Refer to individual sections of Division 2 through 16 for specific content requirements and particular requirements for submittal of special warranties.

2. Submit specific warranties for beginning of the warranty periods. Date(s) will be inserted to correspond with certification or acceptance dates, as established and accepted by the Owner.

B. Form of Submittal:

1. Compile two copies of each required warranty properly executed by the Contractor, or by the Contractor, subcontractor, supplier, or manufacturer. Organize the warranty documents into an orderly sequence based on the table of contents of the Record Project Manual.
2. Bind warranties in heavy-duty, commercial quality, durable 3-ring vinyl covered loose-leaf binders, with thickness as necessary to accommodate contents, and sized to receive 8-1/2" by 11" paper.
  - a. Provide heavy paper dividers with celluloid covered tabs for each separate warranty. Mark the tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address and telephone number of the installer.
  - b. Identify each binder on the front and the spine with the typed or printed title 'WARRANTIES AND BONDS,' the Project title or name, and the name of the Contractor.
3. When operating and maintenance manuals are required for warranted construction, provide additional copies of each required warranty, as necessary, for inclusion in each required manual.

PART 2 - PRODUCTS

(Not applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

**COMMON USE SELF SERVICE  
TECHNOLOGY PACKAGE**

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**TECHNICAL SPECIFICATIONS**

**HCAA PROJECT NO. 6331 15**

**RS&H PROJECT NO. 204-0001-018**

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TAMPA INTERNATIONAL AIRPORT  
Tampa, Florida

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**END OF SECTION**

**ITEM A-100 MOBILIZATION AND GENERAL CONDITIONS**

**DESCRIPTION**

**100-1.1** This item shall consist of the preparatory work and operations in mobilizing for beginning work on the project, including, but not limited to, those operations necessary for the movement of personnel, equipment, supplies and incidentals to the project site. For the establishment by the Contractor of staging areas, temporary offices, building facilities, all utilities, safety equipment and first aid supplies, sanitary and other facilities, as required by these Specifications, and State and local laws and regulations. The preparation, submittal and approval of all shop drawings, the ordering of required material and the cost to establish, maintain and restore to the existing condition the Contractor staging area shall also be included in this item.

**100-1.2** The costs of bonds and any required insurance and other preconstruction expense necessary for the start of the work, excluding the cost of construction materials, shall be included in this item.

**100-1.3** This item of work will also include any other item or items of work shown, implied or required for the completion of the project that are not directly paid for under other pay items.

**100-1.4** All costs associated with the required meetings and coordination with the Construction Manager, Authority, and Engineer. In addition, all costs associated with the Contractor badging and the quality control plan requirements, as well as preparation and maintenance of the project schedule, shall be included in this item.

**100-1.5 DEMOBILIZATION.** The Contractor shall completely demobilize and remove from the project site all equipment, vehicles, materials, offices and waste within 10 days of final acceptance. Retainage will not be released for the project until the Contactor has completely demobilized from the project site.

**METHOD OF MEASUREMENT**

**100-2.1** Measurement of the item, mobilization, as specified herein will be on the lump sum basis.

**BASIS OF PAYMENT**

**100-3.1** The work and incidental costs covered under this item will be paid for at the Contract lump sum price for the item of mobilization and general conditions. No additional payment will be made for demobilization and/or remobilization due to project shutdowns or suspensions of the work identified in the project documents. No payment for any percentage of construction mobilization shall be made until the Contractor's initial project schedule is approved by the Engineer and Construction Manager.

Payment shall be made under:

Item A-100-1 Mobilization (Including Project Management and System Configuration) - per lump sum

**HILLSBOROUGH COUNTY AVIATION AUTHORITY PROJECT SPECIFICATION**

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Partial payments for Construction Mobilization will be made therefore in accordance with the following:

<b>PERCENT OF CONTRACT AMOUNT EARNED*</b>	<b>ALLOWABLE PERCENT OF LUMP SUM PRICE FOR THE ITEM**</b>
0%	0%
5%	10%
10%	25%
25%	50%
50%	75%
75%	90%
100%	100%

\* The Percent of Contract Amount Earned shall equal the work completed to date, including the total of all previous mobilization plus or minus work completed associated with any executed Change Orders, if any, divided by the Total Original Contract Amount plus or minus the Total Executed Change Order Amounts, if any.

\*\* In the event that the lump sum bid amount for mobilization exceeds ten percent (10%) of the original Contract amount for that project, the difference (remainder) will not be paid until the project is complete and the Engineer and Owner have issued a statement of substantial completion. This date shall be set in accordance with the project documents.

The standard retainage, as herein specified will be applied to these allowances. Partial payments made on this item shall in no way act to preclude or limit any of the provisions for partial payments otherwise provided for by the Contract.

In the event the contract completion date is extended or additional work is added to the project, no additional payment will be made for the mobilization unless otherwise addressed by change order.

**END OF ITEM A-100**

**ITEM T-100 CUSS IMPLEMENTATION**

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## 2 GENERAL REQUIREMENTS

### 2.1 Project Scope of Work

#### 2.1.1 Project Objective

1. In order to optimize the check in process and allocation of non-personnel airport resources, as well as help reduce resource demands on the main terminal ticketing level, the Hillsborough County Aviation Authority (HCAA) intends to contract AirIT to implement a Common Use Self Service (CUSS) kiosk solution at the Tampa International Airport (TPA). The objective is to install CUSS kiosks at the Consolidated Rental Car Center (CONRAC) as well as shared use workstations (AirIT EASE workstations) capable of processing passengers with checked baggage at the CONRAC check-in counters.
2. The summary scope of work includes the following:
  - a. Installation and configuration of CUSS “head-end” equipment, including all hardware, software, and airline host interfaces.
  - b. Installation and configuration of new CUSS field equipment at the CONRAC as depicted on the contract drawings.
  - c. Installation of EASE workstations in the CONRAC and configuration of the SUPPS to allow for boarding passes and baggage tags to be printed from the CUSS kiosks and baggage to be inserted into the baggage system (bag tag activated) at the EASE workstations located at the CONRAC check-in counters or at the terminal check-in counters.
  - d. Coordination and proctoring of system configuration workshops as defined in this Statement of Work.

#### 2.1.2 Project Development

1. The CUSS development and implementation project will be carried out through a series of individual tasks which will guide the CUSS implementation to a successful completion. Each project task includes the preparation and delivery of specific project development documents and milestones.
2. The CUSS implementation tasks to be undertaken by AirIT include the following:
  - a. TASK 1: CUSS Requirements Confirmation
  - b. TASK 2: Design and Configuration of CUSS and EASE
  - c. TASK 3: Personnel Training
  - d. TASK 4: Acceptance Testing
3. Each of the tasks and the services to be provided are outlined hereafter.

#### 2.1.3 TASK 1: CUSS Requirements Confirmation

1. Task 1 will include the commencement of the CUSS implementation project and will allow AirIT to meet with representatives from HCAA and other airport stakeholders to confirm the overall operational requirements of HCAA and stakeholders that need to be included in the CUSS implementation.
2. Immediately upon receiving a Notice to Proceed (NTP), AirIT will coordinate and hold an initial kick-off meeting. The meeting will include the appointed AirIT Project Manager and all other key staff members that will be involved with the CUSS implementation project on a continuous basis.

HCAA will allocate a Project Manager that will represent Tampa International Airport and HCAA. All questions, deliverables and project coordination will be coordinated through the HCAA appointed Project Manager which will be introduced prior to, or at the kick-off meeting.

3. No later than 30 calendar days after the delivery of the NTP, AirIT will prepare and submit a detailed Project Plan and Work Schedule outlining all phases of project development, major implementation milestones and submission dates for all key project deliverables.
4. AirIT shall develop, coordinate, and administer design workshops to finalize the following components with input from the required stakeholders. The exact list of workshops along with each workshop agenda shall be submitted for review and approval by the HCAA Project Manager. These design workshops shall include, but not be limited to, the following:
  - a. CUSS kiosk hardware requirements, including ADA compliance elements;
  - b. CUSS head-end system requirements (hardware, software, airline host interfaces, fault tolerance) and coordination of any new equipment;
  - c. CUSS networking requirements and HCAA responsibilities for the network configuration
  - d. Review CUSS and AirIT EASE (SUPPS) setup and configuration;
  - e. CONRAC ticket counter and CUSS operational functionality workshops (i.e. bag tag printing, bag drop, processing, etc.); and
  - f. System reporting requirements.

### **2.1.4 TASK 2: Design, Integration and Configuration of CUSS and EASE**

1. Upon submitting Task 1 deliverables, AirIT shall commence immediately with the preparation of Task 2 items. Task 2 will entail the development and finalization of all CUSS related documentation including, but not limited to, the following:
  - a. Updates to Task 1 deliverables as agreed with HCAA Project Manager;
  - b. System, equipment, and component submittals;
  - c. System logic and interface diagrams;
  - d. System airline host interface details;
  - e. Products list; and
  - f. System administration documentation.
2. As part of Task 2, AirIT will develop and implement a test lab at a location that is agreed with the HCAA Project Manager. The test lab shall include the following, as a minimum:
  - a. CUSS kiosk and CONRAC EASE check-in counter workstation configured with all associated peripherals. This configuration shall allow for:
    - i. Installation and configuration of airline software;
    - ii. Testing and validation of software upgrades; and
    - iii. Training area for HCAA and airline staff.

### **2.1.5 TASK 3: Acceptance Testing**

1. AirIT shall prepare, submit for review, and execute test plans to demonstrate system completion, performance, and compliance with specification requirements. Except as otherwise specified, AirIT shall test all components, connections, and subsystems comprising the total system as described in the contract documents as a complete operational system. The phases of testing and acceptance includes the following:
  - a. Component / Unit testing (prior to installation);

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- b. Functionality and Performance Testing (preceded by system installation); and
  - c. Endurance Testing (preceded by successful functionality and performance testing).
2. Testing shall demonstrate compliance with the Scope of Work and the contract document requirements.
3. AirIT shall provide a minimum of ten calendar days' notice to HCAA prior to commencement of formal testing activities.
4. Test Plan/Procedure: AirIT shall provide electronic copies of the test plan/procedures for each testing phase for the review and approval of HCAA. The test plan submittals shall be provided a minimum of thirty (30) calendar days prior to any planned testing. The test plan for each phase of testing shall detail the objectives of all tests. The tests shall clearly demonstrate that the system and its components fully comply with the requirements specified in the contract drawings and specifications. Test plans shall contain at a minimum:
  - a. Functional procedures including use of any test equipment;
  - b. Test equipment is to be identified by manufacturer and model;
  - c. Interconnection of test equipment and steps of operation shall be defined;
  - d. Test records shall include test equipment serial number, calibration date and calibration certification of test equipment, as applicable. All calibrations shall be current;
  - e. Expected results required to comply with specifications;
  - f. Traceability matrix referencing Scope of Work requirements with specific test procedures;
  - g. Record of test results with witness initials or signature and date performed; and
  - h. Pass or fail evaluation with comments.
5. The test procedures shall provide conformity to all system requirements. Satisfactory completion of the test procedure is necessary as a condition of system acceptance.
6. Test Reports: AirIT shall prepare, for each test, a test report document that shall certify successful completion of that test. An electronic copy of the test report shall be submitted to HCAA for review and acceptance. The test report shall contain, at a minimum:
  - a. Commentary on test results;
  - b. A listing and discussion of all discrepancies between expected and actual results and of all failures encountered during the test and their resolution;
  - c. Complete copy of test procedures and test data sheets with annotations showing dates, times, initials, and any other annotations entered during execution of the test; and
  - d. Signatures of persons who performed and witnessed the test.
7. Test Resolution: Any discrepancies or problems discovered during these tests shall be corrected by AirIT at no additional cost to HCAA. The problems identified in each phase shall be corrected and re-tested before any subsequent testing phase is performed.
8. Unit / Component testing
  - a. Upon receipt of system components to be installed, and prior to installation in the field, AirIT shall perform unit testing to ensure the components are operating as intended.
9. Functionality and Performance (Post Installation) Testing
  - a. Functionality testing will include the software and hardware components of the system and demonstrate that the specified features and performance criteria are met once all components have been installed. All major requirements of the Statement of Work shall be tested including:
    - 1) Operational testing of the head-end system;
    - 2) Operational testing of end user devices;
    - 3) Functionality and response of core system and subsystems;

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- 4) A Failure Recovery test procedure shall be conducted. The Failure Recovery will include a full system failure and recovery procedures;
  - 5) Data interaction;
  - 6) System capacity;
  - 7) Hardware interaction;
  - 8) Hardware and software interaction;
  - 9) Printing operation of boarding passes and baggage tags;
  - 10) Integration Interfaces; and
  - 11) Demonstrate report generation.
- b. Schedule test with the HCAA providing a minimum of ten (10) calendar days' notice prior to performance. Do not begin testing until:
    - 1) Unit Testing has been successfully completed;
    - 2) Installation and configuration of head-end components and airline host interfaces are completed and operational;
    - 3) All required system elements have been installed and individually and jointly tested to ensure they are operating properly; and
    - 4) Written permission from the HCAA Project Manager has been received.
  - c. Acceptance: Acceptance of system to perform sufficiently and provide specified functions shall be determined by the HCAA.
  - d. Acceptance Criteria: Performance of system shall equal or exceed criteria stated in the Scope of Work.
  - e. If system does not perform satisfactorily, AirIT shall make corrections and modifications and schedule new test with HCAA.
  - f. Completion: Functionality and performance test shall be complete when testing or retesting of each component has produced a positive result and has been approved in writing by HCAA.
  - g. Reporting:
    - 1) Record all test procedures and results.
    - 2) Submit report to HCAA.
10. Substantial Completion
- a. Once system is fully installed, operational, in use and training is complete, the system will be considered Substantially Complete.
  - b. Endurance Testing shall not commence until written notice of Substantial Completion is received.
11. Endurance Testing
- a. General:
    - 1) Provide personnel to operate/monitor the system 24 hours per day, including weekends and holidays during Endurance Testing.
  - b. Start test after:
    - 1) Successful completion of Functionality and Performance Testing;
    - 2) Training as specified has been completed;
    - 3) Correction of deficiencies has been completed; and
    - 4) Receipt of written notice of Substantial Completion and approval to commence Endurance Testing is received from the HCAA.
  - c. Monitor all systems during Endurance Testing. Coordinate monitoring with the HCAA.

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- d. Recording: Record data on approved forms so as to provide a continuous log of systems performance. Include:
  - 1) Date and time for all entries;
  - 2) Name of individual making entry;
  - 3) Environmental conditions;
  - 4) Airport activities in process;
  - 5) Description of all alarm annunciations, responses, corrective actions, and causes of alarms. Classify as to type of alarm;
  - 6) Description of all equipment failures, including software errors;
  - 7) Description of all maintenance and adjustment operations performed on system; and
  - 8) Daily and weekly tabulations.
- e. Entries of performance data shall be reviewed by the HCAA.
- f. HCAA may terminate testing at any time when the system fails to perform as specified. Upon termination of testing AirIT shall commence an assessment period as described in Stage II.
- g. Testing
  - 1) Stage I - Initial Phase Testing:
    - a) Time: 24 hours per day for ten (10) consecutive calendar days (8 hours per day with AirIT system engineer available onsite during entire testing period)
    - b) Make no repairs during this stage unless authorized in writing by HCAA.
    - c) If system experiences no emergency, critical failures, or recurring operational failures (defined as same operational failure more than three (3) times during ten (10) days), proceed to Stage III - Final Testing.
  - 2) Stage II - Initial Phase Assessment:
    - a) After conclusion of Stage I, or terminating of testing, identify all failures, determine causes, and repair. Submit report explaining: Nature of each failure, corrective action taken, results of tests performed to verify corrective action as being successful, and recommended point for resumption of testing.
    - b) After submission of report, schedule review meeting at job site. Schedule date and time with the HCAA.
    - c) At review meeting, demonstrate that all failures have been corrected by performing verification tests.
    - d) Based on report and review meeting, the HCAA will direct AirIT to repeat Stage I, restart Stage I, or proceed to Stage III - Final Testing.
  - 3) Stage III - Final Phase Testing:
    - a) Time: 24 hours per day for ten (10) consecutive calendar days (may be monitored remotely).
    - b) Make no repairs during this stage unless authorized in writing by the HCAA.
    - c) If system experiences no emergency, critical failures, or recurring operational failure (defined as same operational failure three (3) times in 24 hours or more than seven (7) times during ten (10) days), proceed to Stage III – Final Phase Assessment.

- 4) Stage IV - Final Phase Assessment:
  - a) After conclusion of Stage III or termination of testing, identify all failures, determine causes, and repair. Submit explaining the nature of each failure, corrective action taken, results of tests performed, and recommended point for resumption of testing.
  - b) After submission of report schedule review meeting at job site. Schedule date and time with the HCAA Project Manager.
  - c) At review meeting, demonstrate that all failures have been corrected by performing verification tests.
  - d) Based on report and review meeting, the HCAA will approve Endurance Test or direct AirIT to repeat all or part of Stages III and IV.
- h. Final Inspection and Acceptance
  - 1) After Endurance Testing is complete, review tabulated records with the HCAA.
  - 2) AirIT will not be responsible for failures caused by:
    - a) Outage of main power in excess of backup power capability provided that automatic initiation of all backup sources was accomplished and automatic shutdowns and restarts of systems performed as specified.
    - b) Failure of any HCAA furnished power, communications, and control circuits provided failure not due to AirIT furnished equipment, installation, or software.
    - c) Failure of existing HCAA equipment provided failure not due to AirIT furnished equipment, installation, or software.
  - 3) When performance of system does not fall within the above parameters, determine cause of deficiencies, correct, and retest.
  - 4) Submit final report of Endurance Testing containing all recorded data.
12. Final System Acceptance
  - a. Upon successful completion of Endurance Testing, written notice of Final System Acceptance will be provided by the HCAA.
  - b. Final System Acceptance will mark the beginning of the system Warranty period.

#### **2.1.6 TASK 4: Personnel Training**

1. By means of training classes augmented by individual instruction as necessary, AirIT shall fully instruct the HCAA's designated staff in the operation, adjustment and maintenance of all CUSS software and equipment. As part of the training sessions, AirIT will provide all training equipment, aids, e.g., notebooks and manuals at a designated location as agreed with the HCAA Project Manager.
2. All training shall be completed a minimum of two weeks prior to the CUSS being used in a production environment. Training schedule shall support the various work shifts of airport and tenant personnel and shall be subject to the HCAA approval. It should be noted that HCAA staff's time is in high demand due to the numerous Capital Improvement Projects being undertaken by HCAA and it shall be the responsibility of AirIT to coordinate the training schedule accordingly.
3. All training shall be conducted by experienced personnel and supported by training aids. An adequate number and amount of training materials shall be provided by AirIT and include, but not be limited to, the following information:

- a. Course schedule and syllabus;
  - b. Synopsis of the prerequisite subjects (where appropriate); how the course fits into the overall training program; the objective; the standards of evaluation; and any other topics that will enhance the training environment;
  - c. Functional flow-charts, overall block diagrams, and descriptive material for all software;
  - d. Schematic drawings for each of the hardware components;
  - e. All procedure manuals, specification manuals, and operating manuals; and
  - f. As-built drawings.
4. Each training course provided shall be focused on the particular user type and how they will utilize the CUSS kiosks on an everyday basis and include the following:
- a. Technician Training: Sixteen (16) hours of maintenance training (16 hours of training for up to four (4) maintenance technicians per class) shall be provided. Training for maintenance technicians shall be provided on site, and shall include, but not be limited to, installation, operation, renovation, alteration, inspection, maintenance and service on each system and subsystem provided, so as to enable troubleshooting and repair to the component level. Maintenance training shall be conducted at a location that is coordinated with the HCAA Project Manager.
  - b. System Administrator Training: Sixteen (16) hours of system administrator training shall be provided. System administrator training shall include both classroom work and on the job training.

### 2.1.7 Use of Premises

1. In addition to adhering to all CONRAC construction requirements, while performing work, AirIT shall:
  - a. Use the delivery route and staging area identified by HCAA.
  - b. Not access area beyond the designated work areas of the CUSS project. AirIT shall conform to site rules and regulations affecting the work while engaged in the CUSS project.
  - c. Keep existing driveways, roads and entrances serving the premises clear and available to traffic at all times. These areas are not to be used for vehicle parking or storage of material.
  - d. Take all precautions necessary to protect premise buildings, premise occupants, and personnel from injury or damage.
  - e. Utilize designated staging areas to be used by AirIT personnel on-Airport as specified by the HCAA Project Manager. Additional staging area/storage space needs to be coordinated with the HCAA Project Manager on an as-needed basis.
  - f. Establish and initiate use of temporary facilities at the time first required for proper performance of the work. AirIT shall terminate use and remove facilities at earliest reasonable time, or when no longer needed.
  - g. AirIT shall provide, operate, maintain and protect temporary facilities in a manner that is safe, non-hazardous, sanitary and protective of persons and property, and free of deleterious effects. Maintenance includes that AirIT furnish all required janitorial, waste collection and disposal services.
  - h. AirIT shall surround the staging area with fencing and other means necessary to protect the work area and HCAA's property



### 2.1.8 Safety / Security

1. AirIT shall be responsible for providing a safe and secure environment. As part of the safety and security of personnel and working environment, AirIT shall:
  - a. Protect the integrity of work areas to protect all personnel operations from theft, vandalism, and unauthorized entry. The use of any security guards shall be coordinated with HCAA
  - b. Initiate a security program in coordination with the HCAA's existing overall security program at project mobilization.
  - c. Maintain the security program until Final Acceptance.
  - d. Restrict entrance of unauthorized persons and vehicles into the construction area and existing facilities.
  - e. Allow entrance only to HCAA approved and AirIT authorized persons.
  - f. Maintain a log of workers and visitors under its control. AirIT shall make the log available to the HCAA on request.
  - g. Coordinate access of HCAA's personnel to the site in coordination with HCAA's security requirements.

### 2.1.9 Work Site Cleaning

1. AirIT shall, at all times, keep the site free from accumulations of waste material or rubbish caused by its employees or work. Remove all crates, cartons, and other waste materials or trash from the working areas at the end of each working day. All rubbish and debris, combustible or not, shall be discarded in covered metal containers daily and removed from the premises at least weekly and legally disposed of at the expense of AirIT.
2. AirIT shall be responsible for the general cleaning and maintenance of the premises and for the coordination and direction of the cleanup work of its employees.

### 2.1.10 Coordination

1. AirIT shall coordinate all services being provided by other vendors that have a direct impact on the implementation of the CUSS Scope of Work. Vendors may include, but are not limited to:
  - a. CONRAC Contractors;
  - b. Millwork / Carpentry Contractor;
  - c. Cable and Low Voltage Contractor / Electrical Contractor;
  - d. Waste Management Contractor;
  - e. Flooring Installation Contractor; and
  - f. Baggage Handling System (BHS) Contractor.
2. AirIT shall coordinate all implementation activities to ensure safe, secure and efficient installation for each component of work.

### 2.1.11 Project Schedule

1. Within 30 calendar days after the Initial Notice to Proceed (NTP), AirIT shall submit to the HCAA a schedule for effectively planning, integrating and reporting on the status of each project component to ensure completion within the approved schedule. The schedule shall include

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- computer-generated reports and master Critical Path Method (CPM) milestones of all project activities and shall be coordinated and integrated with the CONRAC construction schedule.
2. The schedule shall identify activities, scheduling, and show relationships between activities such as develop concepts, approve initial and final concepts, completion of design documents, completion of design and similar milestone activities. The level of detail shall be coordinated with the HCAA Project Manager and shall identify, at a minimum, the following activities:
    - a. The major work components of the project;
    - b. The types of work and services involved;
    - c. Design and program development phases of work;
    - d. Procurement, fabrication, delivery, installation, and testing of major materials and equipment;
    - e. Access to and availability of work areas;
    - f. Interfaces and dependencies with other contractors;
    - g. Manpower, material, and equipment restraints; and
    - h. Startup and testing activities.
  3. Format for Project Schedule:
    - a. Prepare schedules as horizontal bar chart with separate bar for each major task that identifies the first workday of each week.
    - b. List individual tasks of work in chronological order of the start of each item of work.
    - c. Provide space for notations and revisions.
    - d. Sheet size shall be a minimum 8-1/2 x 11 inches.
    - e. Schedule shall be delivered as an Adobe® PDF (Portable Document Format) file and as an original file format if/when requested by the HCAA Project Manager.
  4. Revisions to Schedules
    - a. Indicate progress of each activity to date of submittal and projected completion date of each activity.
    - b. Identify activities modified since previous submittal, major changes in scope, and other identifiable changes.
    - c. Provide narrative report to define problem areas, anticipated delays, and impact on schedule. Report corrective action taken or proposed and its effect.
    - d. Seasonal weather conditions should be considered and included in the planning and scheduling of all work influenced by high or low ambient temperatures, precipitation and/or saturated soil conditions, to ensure completion of all work within the Contract period. Time extensions granted for abnormal weather are not allowed.
    - e. AirIT is solely responsible for the scheduling of the scope of work and all affiliated project personnel shall actively participate in the development of the schedule so that the intended sequences and procedures are clearly understood by AirIT's project team.
    - f. The Project Schedule shall begin on the day after issuance of the Initial NTP and conclude with the date of Final Acceptance.
  5. Three-Week Rolling Schedule
    - a. AirIT shall submit a Three (3) Week Rolling Schedule each week to be used as the basis for discussion of project progress in the weekly coordination meetings. The Three (3) Week Rolling Schedule shall represent the actual detailed work plan used by AirIT in meeting all contract milestones.
    - b. The Schedule shall be in bar chart format and reflect the previous week's activity progress as well as a projection of the activities expected to be in progress during the following

two-week period. The activities in the Three (3) Week Rolling Schedule shall be in more detail than that of the overall Project Schedule and shall support the activity time frames shown therein.

6. Schedule Revisions and Time Impact Analysis
  - a. Prior to revising the Project Schedule, AirIT shall notify the HCAA Project Manager when an event or change order impacts any intermediate milestone dates, or the date of Final Acceptance or if a change in any sequence of activities affecting the critical path or significantly changes the previously reviewed Project Schedule.
  - b. Within fifteen (15) calendar days of notification of an initiating event which impacts the critical path or an intermediate milestone date, AirIT shall submit to the HCAA Project Manager a Time Impact Analysis illustrating the influence of the event on the appropriate intermediate milestone or milestones and/or critical path.
  - c. The Time Impact Analysis shall be complete in all respects and shall include, as a minimum, a narrative describing the initiating event and how it impacted the Schedule, a critical path analysis, and all supporting documentation.
  - d. The Time Impact Analysis shall reflect activity duration from the update of the Project Schedule just before the effect of the change. AirIT shall compare the status of the Project Schedule as modified by the initiating event with the status of the Project Schedule Update immediately before the initiating event to determine schedule impact. The number of days of schedule impact shall be analyzed, with delay apportioned to the initiating event and/or AirIT's own actions.
  - e. Upon review by the HCAA Project Manager and subsequent agreement with AirIT on the number of days of schedule impact, the influence of the initiating event shall be incorporated in the next monthly Project Schedule update. Agreement between HCAA and AirIT on the number of days of schedule impact does not imply any concurrence on the number of days of impact, or availability of a Change Order or of any amendment.
  - f. When agreement has been reached on the number of days to be included in an overall time extension or an extension to an intermediate milestone, the revised Project Schedule with the extensions will become the basis for any future approved changes to the schedule.
7. No later than forty-five (45) calendar days after Initial NTP is issued by HCAA, AirIT shall be required to commence the installation process according to the schedule submitted (e.g., order material, site survey, installation).

### 2.1.12 Reporting

1. AirIT shall prepare and maintain project related reports that document the planning, financial, safety, security and quality aspects of the implementation project as agreed with the HCAA Project Manager.
2. Monthly Report
  - a. AirIT shall submit a Monthly Report to the HCAA Project Manager on the 1st day of the month. If the 1<sup>st</sup> day of the month falls on a non-working day, the Monthly Report shall be submitted on the next working day.
  - b. The Monthly Report shall consist of the following:
    - i. Narrative Report - Report shall state the percentage of work completed, a description of the physical progress achieved during the period, plans for the

- forthcoming period, problem areas and proposed solutions, delaying factors and their impacts, and an explanation of corrective actions taken or proposed.
- ii. Project Schedule: Updated through the current period to show actual progress against activities in the Project Schedule.
  - iii. Reporting Unusual Events: When an event of unusual and significant nature occurs at the site, prepare and submit a special report listing chain of events, persons participating, and response by AirIT's personnel, evaluation of results or effects, and similar pertinent information. When such events are known or predictable in advance, advise HCAA's Project Manager in advance at the earliest possible date.
  - iv. Reporting Accidents: Prepare and submit reports of any significant accident at the work site to the HCAA Project Manager. Record and document data and actions; comply with industry standards. For this purpose, a significant accident is defined to include events where personal injury is sustained, property loss of substance is sustained, or where the event posed a significant threat of loss or personal injury.
  - v. Change Orders: Monitor and enter all Change Orders. Analyze the effects of all Change Orders entailing time delays and their impacts on system implementation.
  - vi. Project Budget: AirIT shall assist the HCAA Project Manager in monitoring the budget by maintaining budget records and reporting on the status of the budget in the monthly progress reports. The monthly report includes design, programming, all other software and hardware costs, and related administrative costs in a format that includes actual obligations and projected obligations against available funds. HCAA shall specify the specific content and format for budget reporting for each phase of the project. AirIT shall monitor the status of the budget continuously, advising the HCAA Project Manager of any observed shortfalls or potential shortfalls.
  - vii. Quality Control Records: AirIT shall maintain quality control records in a format that is agreed with the HCAA Project Manager. Records shall outline all inspections and tests performed. These records shall include factual evidence that the required inspections or tests have been performed, including: precise location of test or inspection made, type and number of inspections or tests involved; results of inspections or tests; nature of defects, causes for rejection, etc.; proposed remedial action; and corrective actions taken.
3. Project Progress Report
    - a. Report shall identify personnel on site, equipment on site, material deliveries, weather conditions, location of work being conducted, work accomplished and any other additional information as specified.
  4. Monthly Quality Control Summary Reports
    - a. AirIT's Quality Control Representative shall submit signed Monthly Quality Control Summary Reports to the HCAA Project Manager. These reports shall address both project progress and project quality control activity.
    - b. Project Quality Control Activity shall summarize inspection and testing activity including meetings; preparatory, initial and follow-up inspections, Quality Control problems encountered or resolved, failing test results received or corrected and other significant events impacting project quality compliance.

- c. Inspector's Reports and Test Reports shall be attached to the Quality Control Summary Report
5. Testing Control Logs
  - a. AirIT shall maintain a log to record and track each test performed. The log shall indicate date of test, test designation or type, location, specification test-result requirements, initial test results, causes for failing test, recommended remedial actions, and reference to subsequent re-tests and their results.
6. Punch Lists
  - a. A continuous log, or "rolling punch-list," shall be maintained to record and track all inspections and tests, which remain "open" or uncorrected at the close of each workday or shift. The log shall number each item in successive, chronological order and shall briefly describe the nature and location of the work, the nature of the inspection or test, cause(s) for rejection, corrective action(s) recommended, identity of inspector or technician, date the item was corrected, and identity of inspector or technician who verified the corrective action.
7. Sign Off Sheets
  - a. AirIT will be responsible for establishing a system of sign-off sheets certifying that all work required prior to the construction or start-up of critical work elements has been constructed and installed in accordance with the plans and specifications. Critical work elements are defined as:
    - i. Work activities concealing any feature of the work from subsequent inspection, for example: paving, concrete placement, spray fireproofing, installation of suspended ceilings.
    - ii. Start-up activities potentially damaging to work in place (i.e., energizing transformers and switchgear, bumping motors).
  - b. Sign-off sheets shall be initialed by each inspector responsible for insuring the quality of the work and signed by the AirIT's Quality Control Representative.
  - c. AirIT shall provide a copy of the completed sign-off sheet to the HCAA Project Manager prior to performing each critical work element.

### 2.1.13 Document Control

1. AirIT shall maintain an electronic document control system for managing all project related documentation.
2. Documents to be included as part of the document control system includes, but is not limited to, meeting minutes, meeting agendas, incoming / outgoing correspondences, e-mails and related attachments, quality control reports, punch lists, weekly/monthly progress reports, inspection reports, test reports and transmittals.

### 2.1.14 Meetings

1. CUSS Implementation Kick-off Meeting
  - a. Upon receiving the Notice to Proceed, AirIT shall contact HCAA within five (5) working days to schedule a CUSS Implementation Kick-off Meeting.
  - b. The purpose of the CUSS Implementation Kick-off Meeting is to review responsibilities and understand AirIT's personnel assignments and to introduce HCAA's appointed Project Manager.

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- c. Authorized representatives of HCAA, AirIT and other concerned parties shall attend the Kick-off Meeting. All attendees shall be persons familiar with and authorized to conclude matters relating to the CUSS Implementation Project.
  - d. The CUSS Implementation Kick-off Meeting agenda will be prepared by HCAA and forwarded to AirIT no later than five (5) working days prior to the proposed Kick-off Meeting date.
  - e. The following submittals shall be provided by AirIT at the CUSS Implementation Kick-off Meeting: contact information for all key personnel involved in the CUSS implementation project, emergency contingency plan, emergency contact numbers, notifications to be sent to HCAA and other entities at the work site, proposed schedule of work, proposed schedule of design document preparation, sample of design submittals, Quality Control Plan and estimated delivery times for associated equipment and materials.
2. Pre-Installation Meeting
    - a. AirIT will coordinate with the HCAA Project Manager and schedule a Pre-Installation Meeting.
    - b. The Pre-Installation Meeting is to be conducted on site before any work activity commences.
    - c. The purpose of the Pre-Installation Meeting is to ensure final coordination with any related HCAA departments and any ongoing TPA projects that may be impacted by the CUSS implementation.
    - d. Authorized representatives of HCAA, AirIT and other concerned parties shall attend the Pre-Installation Meeting. All attendees shall be persons familiar with and authorized to conclude matters relating to the CUSS Implementation Project.
    - e. The Pre-Installation Meeting agenda will be prepared by AirIT and forwarded to the HCAA Project Manager no later than fifteen (15) working days prior to the proposed meeting date.
    - f. AirIT shall record significant discussions, agreements and disagreements, along with any changes to the project schedule and shall distribute the meeting minutes to all meeting participants and any other representatives as directed by the HCAA Project Manager.
    - g. AirIT shall not proceed with any system installation works until directed by the HCAA Project Manager.
  3. Preparatory Inspection Meetings
    - a. AirIT shall call for a preparatory inspection meeting at least one week prior to beginning work on each new element of work, including all items, which have been identified in this Scope of Work as requiring testing, and inspection or which has code-required special inspections.
    - b. This meeting shall be conducted by the AirIT's Quality Control Representative and shall be attended by other responsible AirIT staff, subcontractors as required and HCAA's Project Manager including any other County personnel and consultants, as required.
  4. Weekly Progress Meetings
    - a. AirIT shall coordinate with the HCAA Project Manager to schedule and attend all Weekly Progress Meetings.
    - b. The HCAA Project Manager, AirIT Project Manager, subcontractors, suppliers, consultants, and other associated entities concerned with current progress of the CUSS implementation project or involved in planning, coordination or performance of project activities shall attend the Weekly Progress Meetings.

- c. All individuals attending the meeting shall be familiar with the CUSS implementation project and authorized to conclude matters relating to the progress of the project.
  - d. AirIT shall record significant discussions, agreements and disagreements, along with any changes to the project schedule and shall distribute the meeting minutes to all meeting participants and any other representatives as directed by the HCAA Project Manager.
  - e. Minutes for the previous Weekly Progress Meeting shall be approved prior to commencing with the current progress meeting.
  - f. Review other items of significance that could affect progress. Include topics for discussion as appropriate to the status of the project.
  - g. Review the schedule for progress since the last meeting. Determine where each activity is in relation to the schedule, whether on time, ahead or behind schedule. Determine how tasks behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract time.
  - h. Review the present and future needs of each entity present.
  - i. No later than three (3) working days after each progress meeting date, AirIT shall distribute copies of the meeting minutes to each party present and to other concerned parties who were not present. Such minutes shall be reviewed and commented on by the meeting attendees within two (2) working days. The comments are to be incorporated by AirIT and then the meeting minutes shall be distributed to the meeting attendees in their final form.
  - j. Update the project schedule after each Progress Meeting where revisions to the schedule have been made or recognized. Issue the revised schedule concurrently with the minutes of each Progress Meeting.
5. Coordination Meetings
- a. Occasionally, there may be the need by either HCAA or AirIT to call for an additional Coordination Meeting.
  - b. Meeting attendees and meeting agenda shall be determined and coordinated between AirIT and the HCAA Project Manager.

### 2.1.15 Quality Control

1. General
  - a. In addition to the requirements set forth, AirIT shall comply with the Florida Building Code (FBC), Uniform Building Code (UBC) and/or International Building Code (IBC) and any other codes outlined by HCAA.
  - b. AirIT shall perform and document all inspections, tests, and other activities listed in this Scope of Work. AirIT's quality control services shall include inspections and tests and related requirements including administration, management, supervision, reports, record keeping, or other services.
  - c. Quality monitoring and/or contract enforcement activities may be performed by HCAA.
  - d. Quality control activities as described in the technical requirements shall be provided by AirIT unless specifically stated to be provided directly by Hillsborough County.
  - e. Specific quality control requirements for individual construction, fabrication and procurement activities are as stipulated in the contractual agreement between HCAA and AirIT.

- f. The quality control services described herein are a minimum and not intended to limit AirIT's quality control activities which may be necessary to achieve full compliance with the contract documents.
- g. The provisions of the contract documents do not limit requirements for AirIT to provide quality control services or other inspections for the Hillsborough County or other agencies having jurisdiction over the work.
- h. AirIT shall designate a Quality Control Representative whose sole responsibility is to ensure compliance with the contract documents. This person is to be assisted by other quality control staff as warranted by specific construction activities and workload.

### 2.1.16 Inspections

- 1. Preparatory Inspection Meetings
  - a. AirIT shall perform a preparatory inspection meeting at least one week prior to beginning work on each new element of work, including all items which have been identified in the specifications as requiring testing and inspection or which has code-required special inspections. These meetings shall be conducted by AirIT's Project Manager and shall be attended by the personnel who will perform the work and a representative of the County. Each preparatory inspection meeting shall include:
    - i. A review of the project requirements, including applicable code requirements. The purpose is to make sure the people actually doing the work clearly understand the level of quality required;
    - ii. A check to assure that all materials and equipment have been tested, submitted and approved;
    - iii. A check to assure that provisions to provide required control testing have been made;
    - iv. Examination of the work area to ascertain that all preliminary work has been completed; and
    - v. A physical examination of materials and equipment to assure that they conform to approved shop drawings or submittal data and that all materials and equipment are on hand and properly stored.
- 2. Initial Inspections
  - a. AirIT shall perform an initial inspection as soon as a representative portion of the particular feature of work is started and such inspection shall include:
    - i. An examination of the quality of workmanship;
    - ii. A review of control testing for compliance with Contract requirements; and
    - iii. An inspection to make sure there is no use of defective or damaged materials, omissions and dimensional requirements.
- 3. Follow-up Inspections
  - a. AirIT shall perform follow-up inspections to assure continuing compliance with Contract requirements, including control testing, until completion of the particular feature of work.

### 2.1.17 Requirements and Standards

- 1. All Hardware, Equipment, Software, Goods, firmware, and operating system requirements stated in the Contract Documents are the minimum requirements. The AirIT's product shall meet or exceed such requirements.



2. Equipment and materials shall be standard products of manufacturer(s) regularly engaged in the manufacture of Equipment specified herein and shall be the manufacturer's latest standard design.
3. The AirIT CUSS solution shall fully support that latest approved version of the Payment Card Industry Data Security Standard (DSS) and the latest EMV (Chip-and-PIN) technical standard at the time of installation and during the warranty/maintenance period. This shall include all elements of the proposed system.
4. All kiosks and their installation shall adhere to the latest Americans with Disabilities Act (ADA) requirements upon installation including:
  - o 34 inches of clear space in front of kiosk; and
  - o Minimum of 15 inches from the floor and a maximum of 48 inches high from the floor for front-reach unobstructed access.
5. The CUSS solution shall adhere to Section 508 of the U.S. Government's Rehabilitation Act, specifically the alternative means efforts requiring government agencies to provide individuals with disabilities with access to electronic and information technology and data comparable to those who don't have disabilities.
6. Provided Goods shall meet the following requirements:
  - a. Electrically powered Equipment shall be UL approved; and
  - b. Electronic Equipment shall meet the requirements of CFR 47 Part 15.
7. Items of the same classification shall be identical. This requirement includes equipment, modules, assemblies, parts, and components.
8. All similar types of personal computers and servers shall be of the same manufacturer.
9. All similar types of peripherals shall be of the same manufacturer.

### **2.1.18 HCAA Quality Control Monitoring**

1. HCAA will perform a quality monitoring role for the CUSS Implementation Project. The basic measure of effectiveness is that the work is performed correctly the first time. Secondly, if a problem does occur, corrective action must be taken immediately to rectify the problem and to make sure it will not occur again.

### **2.1.19 Project Closeout**

1. Contract Closeout Procedures
  - a. Contract closeout procedures will be conducted near the end of the system implementation period in preparation for Final Acceptance.
  - b. AirIT shall submit record drawings and project manual to the HCAA Project Manager for review a minimum of thirty (30) calendar days prior to Final Acceptance. Reviewed documents will be returned to AirIT in the event that additional information or revisions must be incorporated. All completed record documents shall be turned over to the HCAA Project Manager prior to Final Acceptance.
  - c. AirIT shall submit written certification that work has been inspected and is complete in accordance with the contract documents and is ready for final inspection.
  - d. All required deliverables and submittals shall be provided to the HCAA Project Manager.
  - e. AirIT shall deliver written guarantees and warranties prepared in duplicate, and certificates of inspection to the HCAA Project Manager.
  - f. AirIT shall demonstrate to HCAA all operational and maintenance requirements.

- g. AirIT shall turn over to the HCAA Project Manager all HCAA-issued identification badges, including but not limited to airport vehicle passes, personal passes, SIDA badges, and other identification.
- h. AirIT shall submit one (1) full set of all required deliverables.

### 2.1.20 Final Cleaning and Adjusting

1. Prior to Final Acceptance, AirIT shall ensure that all work and staging areas are clean and free of debris.
  - a. Clear all work and staging areas of litter and foreign objects/substances.
  - b. Sweep paved areas to a broom-clean condition.
  - c. Remove pavement stains and other foreign deposits.
  - d. Dispose of any waste in an environmental sustainable manner and as recommended by the manufacturer.
2. AirIT shall clean and remove from site all surplus and discarded materials, temporary security fencing, and debris.
3. AirIT shall leave the work site in a neat and orderly condition. Any surplus of material and waste shall be removed from the site. Waste and debris shall be disposed of in an approved disposal area off-airport that is satisfactory to HCAA.
4. AirIT shall remove temporary labels, stains, and foreign substances from all installed materials.
5. Except as otherwise indicated or requested by HCAA, AirIT shall remove temporary protecting devices and facilities installed during the course of the work.
6. AirIT shall comply with safety standards and governing regulations for cleaning operations. AirIT shall not burn waste materials at site, or bury debris or excess materials on HCAA property, or discharge volatile or other harmful or dangerous materials into drainage systems.
7. AirIT shall remove all waste materials from site and dispose of in a lawful and environmental sustainable manner at the expense of AirIT.

### 2.1.21 Project Record Documents

1. AirIT shall provide record documentation to the HCAA Project Manager at the completion of each phased installation and prior to Final Acceptance. AirIT shall maintain on-site one (1) set of the all drawings, specifications, addenda, change orders, shop drawings and product data.
2. AirIT shall legibly mark record documents and shop drawings to record actual construction including communication conduit, cabling and pathways used, field changes of dimensions and detail, changes in details from those indicated on drawings, details not on original contract drawings, and provide make and model of actual product installed.
3. AirIT shall mark whichever drawing is most appropriate to show "field" conditions fully and accurately.
4. If necessary, AirIT shall provide scaled drawings of modifications and give particular attention to concealed work, which would be difficult to measure and record at a later date.
5. AirIT shall note related change order numbers where applicable.
6. AirIT shall organize record drawing sheets into manageable sets, and print suitable titles, dates, name of subcontractor, name and signature of job superintendent, and other identification on cover of each set.
7. AirIT shall provide to HCAA at each stage of the phased installation and prior to Final Acceptance the above records including "Record Drawings" and all "As-Built Drawings."

### 2.1.22 Project Personnel

1. AirIT shall provide secretarial, clerical, administrative, technical, and professional personnel as required to perform the work specified for all project phases.
2. AirIT shall provide a dedicated, stable, and technically qualified staff to maintain continuity in the level of services.
3. All personnel named and allocated to the project and identified at the CUSS Implementation Kick-off Meeting shall actually perform the work.
4. All substitutions to the original personnel shall be evaluated and accepted in writing by the HCAA Project Manager.
5. If possible, the AirIT shall submit requests for any personnel substitutions in writing to the HCAA Project Manager thirty (30) calendar days in advance of the expected date of deployment. No staff substitutions shall be allowed without the prior written consent of the HCAA Project Manager.
6. Special Personnel Qualifications - Personnel possessing unique technical specialties may be required for supplementary services related to the Scope of Work. Such personnel shall have qualifications as required and approved by the HCAA Project Manager and of which are appropriate to the specific nature of the services that will be provided.

### **3 CUSS TECHNICAL REQUIREMENTS**

#### **3.1 CUSS Overview**

##### **3.1.1 General**

1. The CUSS project at Tampa International Airport will install CUSS kiosks at the Consolidated Rental Car Center (CONRAC) as well as common/shared use workstations (AirIT EASE workstations) capable of processing passengers with checked baggage at the CONRAC check-in counters.

##### **3.1.2 CUSS Airline Interface Requirements**

1. As part of this project, the CUSS and EASE shall support, at a minimum, the following airlines:
  - a. Alaska Airlines;
  - b. American Airlines / US Airways;
  - c. Air Canada;
  - d. Delta Airlines;
  - e. Frontier Airlines;
  - f. Jet Blue;
  - g. Southwest Airlines;
  - h. Spirit Airlines;
  - i. Sun County Airlines;
  - j. United Airlines; and
  - k. WestJet.

##### **3.1.3 Field Equipment Requirements by Location**

1. Millwork inserts supporting all new equipment will be provided under a separate Contract. AirIT will be required to coordinate with this contractor throughout the project to ensure all millwork will support all the new equipment within the CUSS project (which will be the EASE workstations).
2. Passive data and electrical infrastructure will be provided under a separate contract. AirIT will be required to coordinate with this contractor throughout the project on all low voltage and electrical work.
3. Free Standing CUSS Kiosks as shown on the contract drawings
4. AirIT EASE workstations as shown on the contract drawings

##### **3.1.4 CUSS System Requirements**

1. The CUSS Kiosks shall be used for self-service check-in for any supported airline. The kiosks shall include a common GUI interface with each airlines name/logo shown. The traveler shall select the airline for check-in via the touch screen. The selected airline's self-service application shall be initiated by the selection. The traveler shall be able to perform self-service check-in for the selected airline via the airline's specific self-service check-in application. All functionality of the individual airline's CUSS compliant self-service application shall be available through the system.
2. The CUSS Kiosks shall service the supported airlines (refer to Airline Interface Requirements) from the same kiosk without rebooting.

3. Once a traveler has completed self-service check-in with a given airline, the kiosk shall return to the main airline selection screen.
4. The CUSS shall adhere to IATA Recommended Practice RP1706c for all system requirements as well as RP 1741 for standardized data exchange supporting common use self-service bag drop.
5. CUSS kiosks will be able to access any supported airline host system. Any communication elements required for each airline to interface with the CUSS kiosks will be provided by AirIT. It is AirIT's responsibility to determine airline host interface requirements and coordinate connectivity.
6. CUSS kiosks will be able to direct output to a peripheral device in the kiosk to support the printing of boarding passes and bag tags.
7. The AirIT CUSS solution will store use data, peripheral data, login / logout times and duration, and other statistical data for the CUSS project just as it is currently doing in the current SUPPS environment.
8. The AirIT solution shall continue to fully support that latest approved version of the Payment Card Industry Data Security Standard (DSS) and the latest EMV (Chip-and-PIN) technical standard at the time of installation and throughout the maintenance period. This shall include all elements of the proposed system.

### 3.1.5 General System Standards

1. Software
  - a. AirIT shall specify all required system and application software for a fully functioning CUSS. Each will be identified by the generic, off-the-shelf name. The software provided by AirIT to operate the CUSS will be delivered in a ready-to-run form, including all necessary utility programs and documentation.
  - b. The systems shall use industry standard components. The systems shall not contain any proprietary interfaces or components. The system shall use industry standard application development software.
  - c. AirIT will implement latest version of software and update all installed software with the most recent service pack.
  - d. During the Warranty period AirIT will provide all system software updates for all installed software / equipment.
2. System Architecture
  - a. Network communications shall utilize TCP/IP network communications protocol. Servers and system administrator workstations will be gigabit Ethernet as a minimum. End devices shall be fast Ethernet (100 MB) at a minimum.
  - b. End device addressing shall be coordinated with the HCAA.
  - c. Sufficient resiliency / redundancy and logic will be provided to assure that the availability objectives can be met without manual intervention. All major system hardware components shall be designed so that there is not any single point of failure that can cause operations to be disrupted.
  - d. The system shall synchronize the date and time on all devices. The system servers will receive a time synchronization signal from the network.
3. Security
  - a. Authorized users will log into the system using a unique user name and password. Depending on assigned user access privileges, the user will be either granted or denied access to individual applications.

- b. The system shall provide an audit log for all users utilizing the system and for any changes made to the system database.
- c. All system log-in attempts will be recorded and saved which will include time and date as well as workstation location. After three (3) consecutive failed attempts to log-in within a 10-minute period, the system administrator will be sent an automated electronic generated alert notifying the administrator of the failed log-in attempt.
- d. System administrator shall be granted the highest level of login access credentials for the system.
- e. Operating system command line will not be accessible by a user unless that user is specifically authorized.
- f. User authorizations shall allow for specific authorizations per user for read, read/write, and no access privileges to each dataset and module.
- g. The system shall have an "inactivity timeout period" such that if any workstation is determined to be inactive by having no input/output performed at that workstation for the defined timeout period, that workstation will be automatically logged out of the application. The System Administrator will be able to configure, enable, and disable the timeout period.

### 3.1.6 System Performance Requirements

- 1. General
  - a. The time from when an airline is selected for self-service check-in and the selected self-service check-in application is fully operational for use shall not be more than ten (10) seconds. A "loading" or other similar screen shall be displayed within 1.0 second after the airline is selected.
  - b. The CUSS shall meet all performance requirements set by the IATA CUSS Manual and IATA RP 1706c.
- 2. System Availability: At any given time, the overall CUSS will be considered unavailable if fifteen (15) percent or more of the kiosks are non-operational, not fully functional, or do not meet response time criteria for any given tenant. Software and system devices will execute, without degradation, at the scheduled periods and response times for the systems to be considered available. The systems will operate as specified twenty-four (24) hours per day, seven 7 days per week. Availability of the CUSS will be at least 99.99 percent (not more than fifty-two (52) minutes per year of downtime).
- 3. Device Availability: A CUSS kiosk will be considered available only if all components are operating and fully functional. A kiosk's peripheral component will be considered unavailable if it cannot be placed on-line and perform its intended function(s). Besides scheduled downtime, as identified below, individual device availability will exceed ninety-nine (99) percent (not more than 87.5 hours per year of downtime).
- 4. Scheduled Downtime: Downtime to update the kiosk's operating system or repair a component will be acceptable reasons for downtime, but at no time will more than fifteen (15) percent of the system be non-operational. The following reasons are acceptable causes of down time:
  - a. If the operating system of the servers requires maintenance or updates, or if the servers require system maintenance, each server will be brought down individually to be updated/maintained, such that at no time is more than one server down at the same time.

- b. If the operating system of the kiosk requires maintenance or updates, or if the end device computers require system maintenance, the end device that requires the maintenance will be brought down during non-peak hours of operation.
  - c. It will be acceptable to perform maintenance/updates on a kiosk during other than non-peak hours if the particular kiosk is non-functional without having the maintenance or updates performed.
5. System Management
- a. All devices connected to the network shall have SNMP management capability.
  - b. System failures, including workstation failures, shall be viewable at a central control point (i.e., the system administrator's workstation) or integrated with the HCAA management software. A failure shall initiate an alarm and add a failure record to the failure database table. Additionally, the system administrator will receive a warning message on the system administrator workstation, notifying him/her of the failure. The system shall also provide text and e-mail notification to the TPA staff members designated by the HCAA representative. Server failure shall include any hardware or software based failure.
  - c. Network devices shall have remote administration and monitoring capabilities. This capability will allow the specific machine to be remotely configured and to provide a status report to the management system. Data included in the reporting capabilities will include: data pertaining to the machine's memory, storage devices, network connections, and general health of the machine.
  - d. In the event that a workstation or end device goes out of service, the central control log will be updated. Therefore, where practical, a positive relationship (e.g., system heart beat) shall exist between all components of the systems at all time.

### 3.1.7 General Hardware Requirements

1. The CUSS project shall include all configured hardware necessary for a fully functional system. AirIT will supply all cabling, connectors, adapters, and termination equipment necessary to interconnect all system hardware. All hardware and materials will be new and will maintain a minimum of 99.9% uptime throughout the year.
2. Hardware requirements given are the minimum requirements. AirIT's product shall meet or exceed these requirements. The hardware selected will meet the operational, functional, performance, and redundancy requirements specified herein.
3. Where a specific product is mentioned, it is only listed to provide clarification. AirIT may propose a substitution for approval from HCAA. Requests for hardware substitution shall be submitted in writing and include the hardware cut sheet, the exact configuration being proposed, and a comparison of the proposed equipment versus the specified equipment.
4. AirIT is responsible for providing fans, shelves, drawers, special power wiring, ground connections, cables, connectors, appurtenances, and adapters of any kind necessary to accommodate the system installation, operation, testing, and maintenance.
5. Coordinate final equipment selection with HCAA Representative for written approval.
6. All CUSS physical equipment shall use asset management tags. AirIT shall coordinate with HCAA for all asset management requirements and procedures.
7. Expansion

- a. AirIT shall clearly state the limitations of the current system proposed in terms of adding additional airlines and end devices. Particular attention should be given to the number of additional end devices that can be added without requiring additional processing power, memory, and/or disk storage.
  - b. At the time of final system acceptance, all hardware will have a minimum of twenty-five (25) percent reserve capacity, with the capability to double the capacity with no change to the system design. Hard disk, DVD-ROMs, and tape unit capacities will be based on formatted capacity. System reserve capacity shall be based on the maximum continual working load.
8. CUSS Kiosk: The CUSS Kiosks shall be a fully functional kiosk with a modular design for improved scalability. It shall provide ease of use. A lockable panel shall be provided for easy authorized access to internal components for maintenance. The kiosks shall conform to the following, as a minimum:
  - a. Compliance with IATA RP1706c;
  - b. Compliance with latest ADA requirements;
  - c. 17-in touchscreen display;
  - d. Powered by a PC meeting the requirements of the workstation requirements from the Phase 2 SUPPS project;
  - e. Minimum 100 Mb network interface card for connection to the HCAA LAN;
  - f. Thermal 1D/2D barcode printer;
  - g. MSR and Chip Card reader;
  - h. Passport Reader;
  - i. EMV Chip & Pin;
  - j. Same bag tag and boarding pass stock as current EASE workstations; and
  - k. Integrated UPS.
9. Servers – AirIT shall determine if any modifications are required to the existing servers (installed in Phase 1 SUPPS) to accommodate the new CUSS kiosks. If required, the modifications shall adhere to the following:
  - a. General Server Requirements
    - i. HCAA shall provide Dell servers and any associated VMware software components.
    - ii. All servers must be virtualized and AirIT shall provide the specifications. These servers are to be hosted on site at TPA, an off-site solution is not acceptable.
    - iii. The servers shall be fault tolerant via primary and secondary seamless automated failover. The design should allow a server to be shut down and replaced without disruption to the network, applications, or operations.
    - iv. The servers shall be fault tolerant via clustering, mirroring or other vendor technology. The implemented configuration will allow a server to be powered down and replaced without disruption to the network or applications. Server failover will occur if the primary server fails for any number of reasons including: power failure, hardware failure, software failure, and network connection failure. Multiple load sharing application servers or other configurations will be considered viable alternatives to redundant application server pairs if equivalent or improved system redundancy and resiliency can be demonstrated. The system will support the ability to locate all servers in separate locations to provide physical redundancy.



- v. Total useable disk capacity shall be at least four (4) times the estimated storage requirements of the application. AirIT shall provide the specific space requirements.
10. Communications Connectivity
  - a. Local Area Network - Cisco networking hardware is used throughout the TPA campus, all network configuration requirements by AirIT will be coordinated with HCAA
  - b. Patch Cords
    - i. AirIT will provide Altera patch cords required for fully functional system. Coordinate with Representative for patch cord color scheme.
    - ii. Provide Category 6, Modular Patch Cords that conform to the requirements of TIA/EIA 568B Commercial Building Telecommunications Cabling Standard, Horizontal Cabling Section, and be part of the UL LAN Certification and Follow-up Program. Cords will be equipped with an 8 pin modular connector on each end.

#### **4 CUSS WARRANTY, MAINTENANCE AND SUPPORT REQUIREMENTS**

##### **4.1 Warranty**

###### **4.1.1 General**

1. AirIT will provide a joint written warranty of the manufacturer(s) and the installer(s) on a single document. The warranty will cover the complete installation of the equipment, system, and software to be free from defects in materials and workmanship for a period of no less than twelve (12) months. This shall be applicable for all hardware/software that is provided by AirIT.
2. Warranty will list the HCAA as the Owner.
3. The starting point for the warranty begins upon final system acceptance.

###### **4.1.2 Hardware Warranty**

1. All hardware will have a manufacturer's warranty of a minimum of three (3) years.
2. AirIT will warrant the system will conform to its description and any applicable specifications, and will be of good quality for the known purpose for which it is intended. This warranty will be in addition to any standard warranty or service guarantee given by AirIT to the Owner.
3. The warranty will allow for replacement or repair of failed items at the discretion of the Owner.
4. Warranty hardware replacement for items not included in spare parts will be delivered to the Airport within 24 hours. Warranty hardware replacement for items included in spare stores will be delivered to the Airport within three (3) business days.
5. Warranty hardware replacement will be delivered fully configured.

###### **4.1.3 Software Warranty**

1. All software supplied as a part of this Statement of Work will have a minimum of a one (1) year warranty. The warranty will allow for replacement or repair at the discretion of the Owner.
2. CUSS software upgrades will be provided and installed at no additional cost during the warranty period.

### 4.1.4 Warranty Response Times

1. Warranty response times for system failures during the warranty period will be identical to the requirements developed for Phase 1 and Phase 2 of the SUPPS project.

## 4.2 Maintenance and Support

### 4.2.1 General

1. The maintenance and support requirements associated with all components and new software implemented as part of the CUSS implementation shall adhere to the requirements developed and implemented as part of Phase 1 and Phase 2 of the SUPPS project implementation.
2. AirIT shall provide one (1) full time staff member to be located on-site who will perform warranty and maintenance services for all equipment and software provided in Phases 1 and 2 of the SUPPS and CUSS projects. This shall be for a duration of one (1) year from final system acceptance.

## 5 SUPPS TECHNICAL REQUIREMENTS

### 5.1 SUPPS Overview

#### 5.1.1 General

2. The CONRAC project at Tampa International Airport is an expansion of the existing SUPPS environment (Phase 1 and Phase 2 SUPPS) delivered by AirIT in 2015 and 2016. The purpose of this project is to extend SUPPS to an additional eight (8) check-in counter positions to check-in and baggage drop at the CONRAC facility.

#### 5.1.2 SUPPS Airline Interface Requirements

2. As part of this project SUPPS needs to support, at a minimum, the following airlines to check baggage at the CONRAC:
  - a. Alaska Airlines;
  - b. American Airlines / US Airways;
  - c. Air Canada;
  - d. Delta Airlines;
  - e. Frontier Airlines;
  - f. Jet Blue;
  - g. Southwest Airlines;
  - h. Spirit Airlines;
  - i. Sun County Airlines;
  - j. United Airlines; and
  - k. WestJet.

### 5.1.3 Field Equipment Requirements by Location

1. Millwork inserts supporting all new equipment will be provided under a separate Contract. AirIT will be required to coordinate with this contractor throughout the project to ensure all millwork will support all the new equipment as part of this project.
2. Passive data and electrical infrastructure will be provided by others. All low voltage and electrical work will be completed under a separate Contract. AirIT will be required to coordinate with this contractor throughout the project on all low voltage and electrical work.
3. Phones may be provided by HCAA. AirIT shall coordinate the installation and configuration of these devices during implementation.
4. 2-Position Ticket Counter (Typical) – Provide the same (Owner approved) hardware and software as in the Phase 1 and Phase 2 SUPPS project for each 2-position ticket counter: Two (2) Vidtronix MAP Printers that print both Bag Tags and Boarding Passes, two (2) agent hand-held Bar Code Reader (BCR) connected by a minimum eight (8) foot cable, two (2) iKEYs – keyboard with built in pointing device with optical character recognition (OCR) and magnetic strip reader (MSR) provided by HCAA. HCAA will also provide one (1) laser document printer (DOC), one (1) VOIP phone and two (2) Dell workstations will be provided and configured by HCAA. The contractor is responsible for installation and configuration of all SUPPS software on the workstations.
  - i. Passive Data – connect to existing data outlet (Refer to drawings for specific configurations). AirIT will notify HCAA if additional jacks are required to support the proposed configuration (prior to implementing the solution/system).
  - ii. Active Data – coordinate port configuration requirements with HCAA.
  - iii. Electrical – connect to existing electrical outlet (Refer to drawings for specific configurations). AirIT will notify HCAA if additional outlets are required to support the proposed configuration (prior to implementing the solution/system).

### 5.1.4 SUPPS System Requirements

1. The design philosophy behind this project is an expansion of the current SUPPS system to include additional check-in ticket counters. As such, all of the technical, functional, performance, and testing and acceptance requirements from SUPPS Phase 1 and 2 will apply.
2. SUPPS position assignments will be controlled by agent log on and log off. Any position within the SUPPS implementation will be available for any airline login and subsequent passenger processing operations.
3. A SUPPS position agent at the CONRAC will be able to log on to up to six (6) airline applications simultaneously for processing passenger and be able to toggle between the different airline applications without having to logging on and off during a shift.
4. Each SUPPS workstation will have various shared use hardware connected depending on the location. Peripherals will support 2D PDF417 and 1D bar codes per IATA Recommended Practices.
5. The SUPPS will provide 2D Bar Code Printing for boarding passes.
6. Once logged in, the system will assign all necessary peripheral components to support the workstation function. This will include, but not be limited to, all printers (bag tag, boarding pass, document, etc.), integrated keyboard, and any readers associated with the workstation.
7. An unassigned SUPPS workstation will provide a generic login screen that allows access to any SUPPS applications that may be required for system maintenance or other functions.

## HILLSBOROUGH COUNTY AVIATION AUTHORITY PROJECT SPECIFICATION

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8. The SUPPS environment will support all airlines' applications within the shared environment.
9. Workstations will be mutually independent of each other (e.g., two SUPPS workstations at the same check-in counter can access two different hosts simultaneously).
10. Any SUPPS workstation will be able to access any supported airline host system. Any communication elements required for each airline to interface with the common workstations and peripherals will be provided by AirIT. It is AirIT's responsibility to determine airline host interface requirements and coordinate connectivity.
11. Workstations will be able to direct output to a peripheral device that is physically connected to another workstation also on the SUPPS LAN. As such, the ability to print boarding passes and bag tags from any workstation to any other workstation will be provided.
12. The AirIT SUPPS solution will store use data, peripheral data, login / logout times and duration, and other statistical data for this project just as it is currently doing in the current SUPPS environment.
13. The AirIT solution shall continue to fully support that latest approved version of the Payment Card Industry Data Security Standard (DSS) and the latest EMV (Chip-and-PIN) technical standard at the time of installation and during the warranty/maintenance period. This shall include all elements of the proposed system.
14. The SUPPS will continue to utilize an open architecture. To the extent possible, hardware components of the SUPPS will be standard "off-the-shelf" computer components.
15. The SUPPS will continue to provide any airline agent the ability to access their applications from any SUPPS workstation via authorized airline-host login. The SUPPS will allow each airline to run its point-of-sale application in its individual operating environment. At the SUPPS workstation, the screen and keyboard interface will be the same as the interface that is present on the airline's proprietary installation. Any applications which are available on the airline's host system will also be accessible through the SUPPS. This system will provide each airline the ability to perform ticketing, check-in, passenger matching, etc. using their system software without modifications to the host system software.
16. The project will fully support individual airline requirements for workstation and peripheral addressing. This will include the ability for airlines to dynamically assign workstation addresses on an ad-hoc basis from a pool of addresses, eliminating the need to have dedicated workstation addresses for every device associated with the SUPPS. Individual airline software licensing issues must also be addressed by AirIT in a manner that is acceptable to all stakeholders. This topic will be included in the design workshops that are required as part of the implementation process.
17. The system shall provide connection for the SUPPS workstations to each participating airline's host system (e.g. System One, Sabre, etc.) via an airline-provided interface (e.g. gateway, router, etc.). This will allow for the required airline applications and operating systems to be accessed at the workstation on an airline by airline basis. Access to the airline interface will be over the SUPPS and HCAA LAN infrastructures. AirIT will clearly identify the methodology for storing (e.g. the location) and retrieving the airline specific software that is required to provide the capability of an airline to utilize an SUPPS workstation. AirIT will describe the proposed method of providing airline specific functionality and will perform the necessary airline coordination to ensure the system supports the individual requirements of each identified airline.
18. The SUPPS installed workstations shall use compatible system hardware with the individual airline's software applications. The printers will be loaded with common printing stock. It is the responsibility of AirIT to perform the necessary coordination with airline representatives to ensure each airline's peripheral requirements are met by the SUPPS.

19. AirIT shall provide access to the airline host computer system applications. From any SUPPS workstation any authorized user will be able to access host applications. Typical host applications which the system will provide access include (but are not limited to):
  - a. Departure Control;
  - b. Reservations;
  - c. Ticketing;
  - d. Check in;
  - e. Local Boarding Application;
  - f. Baggage Tracking;
  - g. Flight Operations Control;
  - h. Message Switching;
  - i. Information Systems such as EVIDS;
  - j. Aircraft Maintenance Systems;
  - k. Cargo Systems;
  - l. Baggage Sorting/Reconciliation System; and
  - m. E-mail.
20. Any workstations and peripherals installed and configured as part of this project shall be capable of utilizing the current LDCS.

### 5.1.5 General System Standards

1. The standards in the following sections apply to the entire SUPPS and its associated systems and modules, unless noted otherwise.
2. Each individual system and application provided will meet these standards as a minimum.
3. The SUPPS will facilitate integration of other applications.
4. Software
  - a. AirIT shall specify all required system and application software for a fully functioning SUPPS workstations. Each will be identified by the generic, off-the-shelf name. The software provided by AirIT to operate the systems will be delivered in a ready-to-run form, including all necessary utility programs and documentation.
  - b. The systems shall use industry standard components. The systems shall not contain any proprietary interfaces or components. The system shall use industry standard application development software.
5. User Interface
  - a. Software modules shall have a Graphical User Interface (GUI).
  - b. The systems shall provide context sensitive, on-line help capabilities. The online help system shall contain enough information to inform the user of the nature of the current form/window, and provide a reference for the user to gather further information.
6. Operating System
  - a. Server: HCAA has standardized on Microsoft Server software for their server operating systems. Microsoft software components to be supplied by HCAA (OFE) and charged against the project. For virtual applications, VMware software components to be supplied by HCAA (OFE) and charged against the project.
  - b. Workstation: The workstations shall use Microsoft Windows 7 (64 bit) as the operating system. Workstations will be provided by HCAA (OFE) and charged against the project.

- AirIT to assist in setting up and configuring hardware to support the RMS / SUPPS applications.
- c. AirIT will implement latest version of software and update all installed software with the most recent service pack. Microsoft and VMware software installed by HCAA will be updated by HCAA. AirIT to assist in setting up and configuring software to support the RMS / SUPPS applications. Any airline virtual images shall be updated by the respective airline.
  - d. During the Warranty period AirIT will provide all system software updates for all installed software / equipment.
7. System Architecture
- a. Network communications shall utilize TCP/IP network communications protocol. Servers and system administrator workstations will be gigabit Ethernet as a minimum. End devices shall be fast Ethernet (100 MB) at a minimum.
  - b. All Storage Area Network (SAN) devices shall be "cluster aware" to ensure SAN reliability. All SAN devices to be procured, configured and deployed by HCAA (OFE).
  - c. End device addressing shall be coordinated with the HCAA.
  - d. Sufficient resiliency / redundancy and logic will be provided to assure that the availability objectives can be met without manual intervention. All major system hardware components shall be designed so that there is not any single point of failure that can cause operations to be disrupted.
  - e. The system shall synchronize the date and time on all devices. The system servers will receive a time synchronization signal from the network.
8. Security
- a. Authorized users will log into the system using a unique user name and password. Depending on assigned user access privileges, the user will be either granted or denied access to individual applications.
  - b. The system shall provide an audit log for all users utilizing the system and for any changes made to the system database.
  - c. All system log-in attempts will be recorded and saved which will include time and date as well as workstation location. After three (3) consecutive failed attempts to log-in within a 10-minute period, the system administrator will be sent an automated electronic generated alert notifying the administrator of the failed log-in attempt.
  - d. System administrator shall be granted the highest level of login access credentials for the system.
  - e. Operating system command line will not be accessible by a user unless that user is specifically authorized.
  - f. User authorizations shall allow for specific authorizations per user for read, read/write, and no access privileges to each dataset and module.
  - g. The system shall have an "inactivity timeout period" such that if any workstation is determined to be inactive by having no input/output performed at that workstation for the defined timeout period, that workstation will be automatically logged out of the application. The System Administrator will be able to configure, enable, and disable the timeout period.

### 5.1.6 System Performance Requirements

1. General
  - a. Capacity: The SUPPS shall be designed to support the operational, functional, and performance requirements, specified herein, for a minimum of one-hundred (100) flight operations per hour and twenty (20) different airlines with a total of fifty (50) users simultaneously conducting 20 user operations per minute with a minimum of two-hundred (200) end devices being updated.
  - b. The system shall be capable of supporting all end devices as specified in this document within the performance requirements as outlined herein.
  - c. The performance requirements in this section are for system design and testing and not service response.
2. System Availability: At any given time, the overall SUPPS will be considered unavailable if fifteen (15) percent or more of the end devices are non-operational, not fully functional, or do not meet response time criteria for any given tenant. Software and system devices will execute, without degradation, at the scheduled periods and response times for the systems to be considered available. The systems will operate as specified twenty-four (24) hours per day, seven 7 days per week. Availability of the overall SUPPS will be at least 99.99 percent (not more than fifty-two (52) minutes per year of downtime).
3. Device Availability: A system server, workstation, and display will be considered available only if all components are operating and fully functional. A peripheral device will be considered unavailable if it cannot be placed on-line and perform its intended function(s). Besides scheduled downtime, as identified below, individual device availability will exceed ninety-nine (99) percent (not more than 87.5 hours per year of downtime).
4. Scheduled Downtime: Downtime to update the computer operating system or repair a component will be acceptable reasons for downtime, but at no time will more than fifteen (15) percent of the system be non-operational. The following reasons are acceptable causes of down time:
  - a. If the operating system of the servers requires maintenance or updates, or if the servers require system maintenance, each server will be brought down individually to be updated/maintained, such that at no time is more than one server down at the same time.
  - b. If the operating system of the end device computer requires maintenance or updates, or if the end device computers require system maintenance, the end device that requires the maintenance will be brought down during non-peak hours of operation.
  - c. It will be acceptable to perform maintenance/updates on an end device computer system during other than non-peak hours if the particular end device is non-functional without having the maintenance or updates performed.
5. Response Time: Response time criteria shall be met under maximum capacity conditions as defined above.
  - a. SUPPS Workstation: The SUPPS workstation will be fully functional for airline native host use within two (2) minutes of airline login.
  - b. SUPPS Workstation: The additional delay for a transaction between a SUPPS workstation to a given host (or external system) and return compared to a dedicated terminal will not exceed 0.5 seconds total for 95 percent of all transactions. The remaining five (5) percent of transactions will not exceed 1.0 seconds.

- c. Peripheral: For ninety-five (95) percent of peripheral commands, there will be no more than a 2.0 second delay between the time that a user selects an action and the associated peripheral responds to the request. The remaining five (5) percent of command responses will not exceed 5.0 seconds.
6. System Management
  - a. All devices connected to the network shall have SNMP management capability.
  - b. System failures, including workstation failures, shall be viewable at a central control point (i.e., the system administrator's workstation) or integrated with the HCAA management software. A failure shall initiate an alarm and add a failure record to the failure database table. Additionally, the system administrator will receive a warning message on the system administrator workstation, notifying him of the failure. The system shall also provide text and e-mail notification to the TPA staff members designated by the HCAA representative. Server failure shall include any hardware or software based failure.
  - c. Network devices shall have remote administration and monitoring capabilities. This capability will allow the specific machine to be remotely configured and to provide a status report to the management system. Data included in the reporting capabilities will include: data pertaining to the machine's memory, storage devices, network connections, and general health of the machine.
  - d. In the event that a workstation or end device goes out of service, the central control log will be updated. Therefore, where practical, a positive relationship (e.g., system heart beat) shall exist between all components of the systems at all time.

### 5.1.7 General Hardware Requirements

1. This project shall include all configured hardware necessary for a fully functional system expansion. AirIT will supply all cabling, connectors, adapters, and termination equipment necessary to interconnect all system hardware. All hardware and materials will be new and will maintain a minimum of 99.9% uptime throughout the year.
2. Hardware requirements given are the minimum requirements. AirIT's product shall meet or exceed these requirements. The hardware selected will meet the operational, functional, performance, and redundancy requirements specified herein.
3. Where a specific product is mentioned, it is only listed to provide clarification. AirIT may propose a substitution for approval from HCAA. Requests for hardware substitution shall be submitted in writing and include the hardware cut sheet, the exact configuration being proposed, and a comparison of the proposed equipment versus the specified equipment.
4. AirIT is responsible for providing the specific requirements for fans, shelves, drawers, special power wiring, ground connections, cables, connectors, appurtenances, and adapters of any kind necessary to accommodate the system installation, operation, testing, and maintenance to HCAA.
5. Coordinate final equipment selection with HCAA Representative for written approval. AirIT will ensure all selected equipment fits within millwork restrictions.
6. All SUPPS physical equipment shall use asset management tags. AirIT shall coordinate with HCAA for all asset management requirements and procedures.
7. Expansion
  - a. AirIT shall clearly state the limitations of the current system proposed in terms of adding additional airlines and end devices. Particular attention should be given to the number



- of additional end devices that can be added without requiring additional processing power, memory, and/or disk storage.
- b. At the time of final system acceptance, all hardware will have a minimum of twenty-five (25) percent reserve capacity, with the capability to double the capacity with no change to the system design. Hard disk, DVD-ROMs, and tape unit capacities will be based on formatted capacity. System reserve capacity shall be based on the maximum continual working load.
8. Servers – AirIT shall determine if any modifications are required to the existing servers (installed in Phase 1 or Phase 2) to accommodate the additional EASE workstations and CUSS. If required, the modifications shall adhere to the following:
- b. General Server Requirements
    - i. HCAA shall provide Dell servers and any associated VMware software components.
    - ii. All servers must be virtualized and AirIT shall provide the specifications. These servers are to be hosted on site at TPA, an off-site solution is not acceptable.
    - iii. The servers shall be fault tolerant via primary and secondary seamless automated failover. The design should allow a server to be shut down and replaced without disruption to the network, applications, or operations.
    - iv. The servers shall be fault tolerant via clustering, mirroring or other vendor technology. The implemented configuration will allow a server to be powered down and replaced without disruption to the network or applications. Server failover will occur if the primary server fails for any number of reasons including: power failure, hardware failure, software failure, and network connection failure. Multiple load sharing application servers or other configurations will be considered viable alternatives to redundant application server pairs if equivalent or improved system redundancy and resiliency can be demonstrated. The system will support the ability to locate all servers in separate locations to provide physical redundancy.
    - v. Total useable disk capacity shall be at least four (4) times the estimated storage requirements of the application. AirIT shall provide the specific space requirements.
9. Workstations
- a. AirIT shall supply HCAA with minimum specification requirements for HCAA furnished workstations.
10. Peripherals
- a. The peripherals submitted by AirIT shall be the same as those used in the Phase 1 and Phase 2 SUPPS projects and they must meet the criteria defined below, be IATA compliant, and be compatible with the set of supported airlines at the Airport.
  - b. All peripherals, primarily printers, shall operate with minimum user-interface, utilize modular parts and provide proven reliable performance for a comparable environment similar to that at TPA. Printer manufacturer shall provide technical support, spare equipment and devices to minimize downtime caused by paper jams, cutting malfunction, printing legibility issues and other defects.
  - c. Jam rate for printers shall not exceed 1 / 10,000 for Boarding Pass; 1 / 20,000 for Baggage Tag and 1 / 10,000 for thin papers. In the event that the installed printers do not meet

- the aforementioned jam rates, the manufacturer shall repair / replace printer at no cost to HCAA.
- d. Peripherals shall include software / application tool for conducting diagnostic testing for errors and peripheral failures. Errors and failure logs will be generated that provide time of failure and type of malfunction via a service code or error code notification.
  - e. VidTronix MAP Printers (minimum requirements):
    - i. Configured for bag tag and boarding pass printing;
    - ii. Direct thermal;
    - iii. Up to 6 inches per second; Up to 30 boarding passes per minute;
    - iv. 200 dpi;
    - v. 16 MB memory; and
    - vi. AirIT is required to determine additional requirements in coordination with tenant requirements.
11. Boarding Gate Reader (BGR) (minimum requirements):
- a. The supplied BGR will read 1D / 2D bar code printed boarding documents and shall support the various functional requirements of all airlines supported by the SUPPS;
  - b. LCD display;
  - c. Read time: less than 1.0 seconds;
  - d. All required firmware will be provided and installed;
  - e. Mount: Provide quick release mounting plate; install on Boarding Bridge Counter with written approval; and
  - f. AirIT is required to determine additional requirements in coordination with tenant requirements.
12. Bar Code Reader (BCR) (minimum requirements):
- a. The supplied BGR will read 1D / 2D bar code printed boarding documents and will support the various functional requirements of all airlines supported by the SUPPS;
  - b. Read time: less than 1.0 seconds;
  - c. All required firmware will be provided and installed;
  - d. Manufacturer: IER or approved equivalent substitution;
  - e. AirIT is required to determine additional requirements in coordination with tenant requirements.
13. Integrated Keyboard (iKEY) (minimum requirements):
- a. To be furnished by HCAA but installed by AirIT;
  - b. Will include keyboard, integrated pointing device, Magnetic Strip Reader (MSR), Optical Character Recognition (OCR);
  - c. 3-Track bi-directional MSR;
  - d. Dual illumination OCR capable of reading passports and other standard travel documents;
  - e. Built in two-button pointing device;
  - f. Auxiliary port for connection of external mouse;
  - g. Desko BMOL 5200 with integrated OCR, MSR reader or HCAA approved equivalent substitution; and
  - h. AirIT is required to determine additional requirements in coordination with tenant requirements.
14. Document Printer (DOC) (minimum requirements):
- a. To be furnished by HCAA but installed by AirIT; and

- b. AirIT is required to determine additional requirements in coordination with tenant requirements.
- 15. Communications Connectivity
  - c. Local Area Network - Cisco hardware is used throughout the TPA campus, all network configuration requirements by AirIT will be coordinated with HCAA
  - d. Patch Cords
    - iii. AirIT will provide Altera patch cords required for fully functional system. Coordinate with Representative for patch cord color scheme.
    - iv. Provide Category 6, Modular Patch Cords that conform to the requirements of TIA/EIA 568B Commercial Building Telecommunications Cabling Standard, Horizontal Cabling Section, and be part of the UL LAN Certification and Follow-up Program. Cords will be equipped with an 8 pin modular connector on each end.

## **6 SUPPS WARRANTY, MAINTENANCE AND SUPPORT REQUIREMENTS**

### **6.1 Warranty**

#### **6.1.1 General**

1. AirIT will provide a joint written warranty of the manufacturer(s) and the installer(s), on a single document. The warranty will cover the complete installation of the equipment, system, and software to be free from defects in materials and workmanship for a period of no less than twelve (12) months. This shall be applicable for all hardware/software that is provided by AirIT.
2. Warranty will list the HCAA as the Owner.
3. The starting point for the warranty begins upon final system acceptance.
4. All warranties provided in this Article or in addition to all other warranties provided in the Contract Documents.

#### **6.1.2 Hardware Warranty**

1. All hardware will have a manufacturer's warranty of a minimum of three (3) years.
2. AirIT will warrant the system will conform to its description and any applicable specifications, and will be of good quality for the known purpose for which it is intended. This warranty will be in addition to any standard warranty or service guarantee given by AirIT to the Owner.
3. The warranty will allow for replacement or repair of failed items at the discretion of the Owner.
4. Warranty hardware replacement for items not included in spare parts will be delivered to the Airport within 24 hours. Warranty hardware replacement for items included in spare stores will be delivered to the Airport within three (3) business days.
5. Warranty hardware replacement will be delivered fully configured.

#### **6.1.3 Software Warranty**

1. All software supplied as a part of this Statement of Work will have a minimum of a one (1) year warranty. The warranty will allow for replacement or repair at the discretion of the Owner.
2. C/SUPPS and RMS software upgrades will be provided and installed at no additional cost during the warranty period.

**6.1.4 Warranty Response Times**

1. Warranty response times for system failures during the warranty period will be identical to the requirements developed for Phase 1 and Phase 2 of the SUPPS project.

**6.2 Maintenance and Support**

**6.2.1 General**

1. The maintenance and support requirements associated with all components and new software implemented as part of this project shall adhere to the requirements developed and implemented as part of Phase 1 and Phase 2 of the SUPPS implementation.
2. AirIT shall provide two (2) full time staff member to be located on-site who will perform warranty and maintenance services for all equipment and software provided in Phases 1, Phase 2 and the CONRAC. This shall be for a duration of one (1) year from final system acceptance.

**7 METHOD OF MEASUREMENT AND BASIS OF PAYMENT**

**7.1 METHOD OF MEASUREMENT**

1. All CUSS and SUPPS implementation work done shall be measured on a lump sum basis by the number of equipment units installed, ready for operation, tested as required, and accepted as satisfactory. This shall include all work required to provide a complete installation. Locations shall consist of ticket counters and kiosks in the CONRAC.

**7.2 BASIS OF PAYMENT**

1. Payment shall be made per each complete location installation which has been accepted by the Construction Manager. This price shall be full compensation for furnishing all materials and for all preparation, assembly, and installation of these materials, and for all labor, equipment, tools, and incidentals necessary to complete this item in accordance with the provisions and intent of the plans and specification.

Payment will be made under:

Item T-100-1	CUSS Kiosk Floor Units - per each
Item T-100-2	Two (2) Workstation Ticket Counter C/SUPPS Equipment Installation – per each
Item T-100-3	System Configuration (Mobilization, Substantial Completion and Final Acceptance) - per lump sum
Item T-100-4	CUSS and SUPPS Training – per lump sum
Item T-100-5	Software Warranty Year 1 – per lump sum

## HILLSBOROUGH COUNTY AVIATION AUTHORITY PROJECT SPECIFICATION

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Item T-100-6	Hardware Warranty Year 1 – per lump sum
Item T-100-7	CUSS and SUPPS / RMS Onsite Support (1 FTE, 1 Year) – per lump sum
<a href="#">Item T-100-8</a>	<a href="#">CUSS Airline Application Setup &amp; Configuration - per each</a>

# Tampa International Airport

## CONSTRUCTION PLANS FOR

### COMMON USE SELF SERVICE - TECHNOLOGY PACKAGE

INDEX OF DRAWINGS		
DRAWING NUMBER	SHEET NUMBER	SHEET TITLE
<b>GENERAL (G)</b>		
G.00.000	1	COVER SHEET
G.00.100	2	SUMMARY OF QUANTITIES
G.00.200	3	CONTRACT LAYOUT PLAN
G.00.300	4	GENERAL AND SAFETY AND SECURITY NOTES
G.00.400	5	CONSTRUCTION PHASING SCHEMATIC AND NOTES
<b>TECHNOLOGY (T)</b>		
T.01.401	6	SELF BAG DROP LAYOUT LEVEL 4 PARTIAL FLOOR PLAN - OPTION 1
T.01.402	7	CONRAC CUSS LOGIC DIAGRAM
T.01.403	8	CONRAC SUPPS CHECK-IN COUNTER LOGIC DIAGRAM
T.02.100	9	EQUIPMENT QUANTITIES AND IT RESPONSIBILITIES

**H.C.A.A. PROJECT No. 6331 15**



**HILLSBOROUGH COUNTY AVIATION AUTHORITY**

**BOARD MEMBERS**  
**ROBERT I. WATKINS - CHAIRMAN**  
**GARY W. HARROD - VICE CHAIRMAN**  
**BRIG.GENERAL CHIP DIEHL - TREASURER**  
**HILLSBOROUGH COUNTY COMMISSIONER VICTOR D. CRIST - SECRETARY**  
**CITY OF TAMPA MAYOR BOB BUCKHORN - ASST. SECRETARY/TREASURER**

**CHIEF EXECUTIVE OFFICER**  
**JOSEPH W. LOPANO**

**BID DOCUMENTS**

**DECEMBER 6, 2016**

NOTE:  
DO NOT SCALE PRINTS  
REPRODUCTION MAY CAUSE DISTORTION

**RS&H PROJECT NO.: 204-0001-018**


<p><b>CONSTRUCTION DATA</b></p> <p>PRIME CONTRACTOR _____</p> <p>WORK: COMMENCED _____, COMPLETED _____</p> <p>COST: BID \$ _____ FINAL \$ _____</p> <p>PROJECT ENGINEER/INSPECTORS: _____</p> <p>MAJOR SUBCONTRACTORS AND/OR SUPPLIERS _____</p> <p>ALL CONSTRUCTION PERFORMED UNDER THIS CONTRACT WAS COMPLETED IN SUBSTANTIAL CONFORMITY WITH THE DRAWINGS, NOTES AND SPECIFICATIONS CONTAINED IN THESE PLANS. ALL CHANGES FROM THE PLANS AS BID, HAVE BEEN NOTED TO THE BEST OF OUR KNOWLEDGE.</p> <p>(CERTIFIED) _____ PROJECT ENGINEER _____ DATE _____</p>	<p>FEDERAL AVIATION ADMINISTRATION</p> <p>APPROVED _____ DATE _____</p> <p>FLORIDA DEPT. OF TRANSPORTATION</p> <p>APPROVED _____ DATE _____</p>	<p>HILLSBOROUGH COUNTY AVIATION AUTHORITY TAMPA, FLORIDA</p> <p>APPROVED _____ DATE _____</p>	<p><b>RS&amp;H</b> RS&amp;H, Inc. 1715 N. Westshore Boulevard, Suite 500 Tampa, Florida 33607-3999 813-289-5550 www.rsandh.com FL Cert Nos. AAC001886 EB0005620 LCC00210</p> <p>SUBMITTED _____ DATE _____</p> <p>RICHARD P. EMERSON, RA Reg. No. AR92867</p>
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**SUMMARY OF QUANTITIES**

ITEM NUMBER	ITEM DESCRIPTION	UNIT	BID QUANTITY	CHANGE ORDERS					FINAL QUANTITY	REMARKS
				CCO #1	CCO #2	CCO #3	CCO #4	CCO #5		
<b>GENERAL CONDITIONS</b>										
A-100-1	MOBILIZATION	LS	1							
<b>TECHNOLOGY</b>										
T-100-1	CUSS KIOSK FLOOR UNITS	EA	11							
T-100-2	TWO (2) WORKSTATION TICKET COUNTER C/SUPPS EQUIPMENT INSTALLATION	EA	4							
T-100-3	SYSTEM CONFIGURATION (MOBILIZATION, SUBSTANTIAL COMPLETION AND FINAL ACCEPTANCE)	LS	1							
T-100-4	CUSS AND SUPPS TRAINING	LS	1							
T-100-5	SOFTWARE WARRANTY YEAR 1	LS	1							
T-100-6	HARDWARE WARRANTY YEAR 1	LS	1							
T-100-7	CUSS AND SUPPS/RMS ONSITE SUPPORT (1 FTE, 1 YEAR)	LS	1							

DATE	REVISIONS	BY	AUTH.

RS&H, Inc.  
 715 N. Westshore Blvd., Suite 500  
 Tampa, FL 33607-2929  
 www.rsandh.com  
 FL ERO000688  
 ERO000627 UC0000210




PROJECT NAME  
 COMMON USE SELF SERVICE –  
 TECHNOLOGY PACKAGE  
 TAMPA INTERNATIONAL AIRPORT, TAMPA, FL

F.A.A. NO.          N/A  
 HCAA NO.          6331 15  
 JOB NO.          204-0001-018  
 DESIGN          RPE  
 DRAWN          SCS  
 CHECKED          MJS  
 FILE NAME           
 SCALE:          AS SHOWN  
 DATE:          DECEMBER 6, 2016

SHEET TITLE  
 SUMMARY OF  
 QUANTITIES

**G.00.100**

## GENERAL CONTRACT NOTES

- ALL MATERIALS TO BE INSTALLED SHALL BE APPROVED VIA SHOP DRAWING SUBMITTALS PER THE PROCEDURE INCLUDED IN THE GENERAL REQUIREMENTS PRIOR TO INSTALLATION.
- LIMITS OF WORK SHALL BE VERIFIED IN THE FIELD BY THE CONTRACTOR AND CONSTRUCTION MANAGER PRIOR TO BEGINNING WORK.
- WASTE DISPOSAL – ALL WASTE MATERIAL REMOVED FROM THE CONSTRUCTION AREA SHALL BE DISPOSED OF OFF-SITE IN A LEGAL MANNER. NO MATERIAL SHALL BE DISPOSED OF ON AIRPORT PROPERTY.
- CONSTRUCTION LIMITS – ALL CONTRACTOR EMPLOYEES, EQUIPMENT, VEHICLES AND TRAFFIC SHALL REMAIN WITHIN THE DESIGNATED CONSTRUCTION LIMITS. AT NO TIME SHALL CONTRACTOR EMPLOYEES, ETC. BE ALLOWED ON OTHER AREAS OF THE AIRPORT.
- THE CONTRACTOR SHALL PROVIDE A FULL-TIME SUPERVISOR FOR THE DURATION OF THE PROJECT.
- LOCATION, ELEVATION AND DIMENSIONS OF EXISTING UTILITIES AND OTHER FEATURES ARE SHOWN WITH THE BEST INFORMATION AVAILABLE AT TIME OF THE PREPARATION OF THESE PLANS BUT DO NOT PURPORT TO BE ABSOLUTELY CORRECT.
- THE CONTRACTOR SHALL VERIFY THE LOCATION, ELEVATION, AND DIMENSIONS OF ALL EXISTING UTILITIES, STRUCTURES, AND OTHER FEATURES AFFECTING HIS OR HER WORK.
- THE CONTRACTOR SHALL COMPLY WITH ALL STATE, COUNTY AND LOCAL ORDINANCES AND OBTAIN ANY NECESSARY WORK PERMITS THAT MAY BE REQUIRED PRIOR TO CONSTRUCTION.
- THE CONTRACTOR SHALL PROTECT PRIVATE PROPERTY. ANY DAMAGE CAUSED BY THE CONTRACTOR IN THE PERFORMANCE OF HIS WORK SHALL BE CORRECTED TO THE SATISFACTION OF THE CONSTRUCTION MANAGER AT THE CONTRACTOR'S SOLE EXPENSE.
- THE CONTRACTOR SHALL COORDINATE THE WORK OF THIS PROJECT WITH THE ALL TENANTS, OTHER CONTRACTORS AND OTHER ON GOING PROJECTS AT THE SITE AS REQUIRED VIA THE CONSTRUCTION MANAGER.
- GENERAL CONTRACT REQUIREMENTS AFFECTING ALL TRADES: IT IS THE RESPONSIBILITY OF THE SUBCONTRACTORS TO REVIEW ALL DRAWINGS TO ASSURE COORDINATION OF ALL WORK AFFECTING EACH TRADE.
- THE CONTRACTOR SHALL FIELD VERIFY ALL CONDITIONS, QUANTITIES AND DIMENSIONS PRIOR TO COMMENCING ANY WORK, AND SHALL BE RESPONSIBLE FOR COORDINATION OF ALL DIMENSIONS, WORK AND MATERIALS REQUIRED.
- THE CONTRACTOR SHALL REPORT TO THE CONSTRUCTION MANAGER ANY DISCREPANCY, INCONSISTENCY OR OMISSION HE MAY DISCOVER PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CORRECTING ANY DISCREPANCY AFTER THE START OF CONSTRUCTION WHICH HAS NOT PREVIOUSLY BEEN BROUGHT TO THE ATTENTION OF THE CONSTRUCTION MANAGER. THE MEANS OF CORRECTION SHALL FIRST BE REVIEWED AND APPROVED BY THE CONSTRUCTION MANAGER.
- IT IS THE OWNER'S INTENT TO MAINTAIN DAILY OCCUPANCY FUNCTIONS, SUCH AS TRAFFIC AND PEDESTRIAN FLOW, DURING THE PROGRESS OF THIS WORK. THE CONTRACTOR SHALL CLOSELY COORDINATE CONSTRUCTION TO MINIMIZE ANY INCONVENIENCE THERETO.

## SECURITY NOTES

- IT IS INTENDED THAT THE CONTRACTOR SHALL COMPLY WITH ALL SECURITY REQUIREMENTS SPECIFIED HEREIN AND IN THE CONTRACT DOCUMENTS. THE PROJECT SUPERINTENDENT/SUPERVISOR SHALL BE REQUIRED TO FAMILIARIZE THEMSELVES WITH REQUIREMENTS OF OPERATING WITHIN THE AIRPORT AND APPLICABLE RULES AND REGULATIONS. THE SUPERINTENDANT/SUPERVISOR SHALL BE RESPONSIBLE FOR BRIEFING ALL CONTRACTOR PERSONNEL ON THESE REQUIREMENTS AND, FROM TIME TO TIME, OTHER SECURITY PROVISIONS ADOPTED BY THE OWNER. ALL NEW CONTRACTOR EMPLOYEES SHALL BE BRIEFED ON THESE REQUIREMENTS PRIOR TO WORKING IN THE CONSTRUCTION AREA.
- ACCESS TO THE SITE: CONTRACTOR'S ACCESS TO THE SITE SHALL BE AS SHOWN ON THE PLANS. NO OTHER ACCESS POINTS SHALL BE ALLOWED UNLESS APPROVED BY THE CONSTRUCTION MANAGER. ALL CONTRACTOR TRAFFIC AUTHORIZED TO ENTER THE SITE SHALL BE EXPERIENCED IN THE ROUTE OR GUIDED BY CONTRACTOR PERSONNEL. THE CONTRACTOR SHALL BE RESPONSIBLE FOR TRAFFIC CONTROL TO AND FROM THE VARIOUS CONSTRUCTION AREAS ON THE SITE.
- MATERIALS DELIVERY TO THE SITE: ALL CONTRACTOR'S MATERIAL ORDERS FOR DELIVERY TO THE WORK SITE WILL USE AS A DELIVERY ADDRESS, THE STREET NAME ASSIGNED TO THE ACCESS POINT AT THE CONTRACTOR'S STAGING SITE AT THE AIRPORT. THE NAME "TAMPA INTERNATIONAL AIRPORT" SHALL NOT BE USED IN THE DELIVERY ADDRESS AT ANY TIME. THIS WILL PRECLUDE DELIVERY TRUCKS FROM ENTERING INTO THE TERMINAL COMPLEX, OR TAKING SHORT CUTS THROUGH THE PERIMETER GATES AND ENTERING INTO AIRCRAFT OPERATIONS AREAS INAPPROPRIATELY. JOBSITE DELIVERIES SHALL BE WITH CONTRACTOR'S OWN VEHICLES.
- IDENTIFICATION OF PERSONNEL: AT THE AUTHORITY'S DISCRETION, ALL EMPLOYEES OF THE CONTRACTOR OR SUBCONTRACTORS, REQUIRING ACCESS TO THE CONSTRUCTION SITE, ARE REQUIRED TO BE SUPPLIED WITH IDENTIFICATION BADGES TO BE WORN AT ALL TIMES WHILE WITHIN THE AREA. BADGES SHALL BE SUPPLIED BY THE CONTRACTOR AND SHALL STATE "CONTRACTOR – CUSS". BADGES CAN BE PLASTIC MILITARY SIZE OR METAL PIN WITH A MINIMUM 2 1/2" DIAMETER AND WORN ON OUTER GARMENTS SO AS TO BE CLEARLY VISIBLE. BADGING IS TO BE UNIFORM IN APPEARANCE AND SUFFICIENTLY DISTINCTIVE IN DESIGN OR COLOR TO CLEARLY IDENTIFY AN EMPLOYEE AS BEING ASSIGNED/ASSOCIATED WITH THIS CONTRACT. THE BADGE NUMBER SHALL BE PROMINENT FOR EASY IDENTIFICATION. BADGES ARE TO BE IDENTIFIED NUMERICALLY AND ISSUED INDIVIDUALLY TO WHOM IT IS ASSIGNED. BLOCKS OF NUMBERS CAN BE ASSIGNED TO SUBCONTRACTORS. RESPONSIBILITY FOR SUPPLY, ISSUANCE AND CONTROL OF IDENTIFICATION BADGES SHALL BE THAT OF THE CONTRACTOR. IN LIEU OF ISSUING BADGES, THE SUPERINTENDENT/SUPERVISOR CAN REQUIRE THAT EACH EMPLOYEE WEAR AN OUTER GARMENT WITH THE COMPANY NAME, PROMINENTLY PLACED, SO THAT ALL PERSONNEL CAN BE IDENTIFIED AS BEING A MEMBER OF THIS GROUP.


## SAFETY NOTES

- THE CONTRACTOR SHALL ACQUAINT ITS SUPERVISORS AND EMPLOYEES OF THE AIRPORT ACTIVITIES AND OPERATIONS THAT ARE INHERENT TO THIS ACTIVE COMMERCIAL AVIATION AIRPORT AND SHALL CONDUCT ITS CONSTRUCTION ACTIVITIES TO CONFORM TO ALL ROUTINE REQUIREMENTS AND EMERGENCY REQUIREMENTS AND GUIDELINES ON SAFETY SPECIFIED IN THE CONTRACT DOCUMENTS.
- OPEN FLAMES, WELDING OR TORCH-CUTTING OPERATIONS ARE PROHIBITED UNLESS ADEQUATE FIRE AND SAFETY PRECAUTIONS HAVE BEEN TAKEN AND THE PROCEDURE APPROVED BY THE CONSTRUCTION MANAGER AND AN OWNER WELDING AND CUTTING PERMIT HAS BEEN ISSUED.
- THE CONTRACTOR'S SUPERINTENDENT/SUPERVISOR WILL BE RESPONSIBLE FOR ALL SAFETY PRECAUTIONS. PRIOR TO THE COMMENCEMENT OF THE WORK, HE/SHE SHALL PROVIDE THE CONSTRUCTION MANAGER AN OUTLINE OF A PROPOSED ACCIDENT AND FIRE PROTECTION PLAN FOR ALL WORK COMPLETED UNDER THE CONTRACT AND CONDUCT AT LEAST ONE SAFETY MEETING EACH WEEK FOR EACH SHIFT AND REQUIRE THE ATTENDANCE OF ALL SUPERVISORS AT SUCH MEETINGS.
- THE EMERGENCY NUMBER TO CALL FOR ANY INCIDENT ON THE PROJECT OR AIRPORT SHALL BE 911, AND THE SITE IS TAMPA INTERNATIONAL AIRPORT, UNLESS OTHERWISE NOTIFIED BY THE CONSTRUCTION MANAGER.
- THE CONTRACTOR IS RESPONSIBLE FOR IMMEDIATE CLEAN-UP OF ANY DEBRIS DEPOSITED OUTSIDE OF THE CONSTRUCTION LIMITS.
- THE CONTRACTOR IS ENTIRELY RESPONSIBLE FOR PROJECT SAFETY AT ALL TIMES.
- CONSTRUCTION DURING THE PROJECT MAY BE HALTED AT ANY TIME BY THE CONSTRUCTION MANAGER IF IT IS DETERMINED TO BE IN THE BEST INTEREST OF THE OWNER OR SAFETY, AND THE CONTRACTOR MAY BE DIRECTED TO REMOVE EQUIPMENT AND/OR EVACUATE THE SITE. NECESSARY EXTENSIONS IN CONTRACT TIME WILL BE GRANTED OR A STOP WORK ORDER WILL BE ISSUED DUE TO THESE DELAYS, HOWEVER, THERE WILL BE NO ADJUSTMENTS IN CONTRACT PRICE DUE TO THESE DELAYS.


## SECURITY WITHIN THE AOA NOTES

- ALL EMPLOYEES, AGENTS, VENDORS, INVITEES, ETC. OF THE CONTRACTOR OR SUBCONTRACTORS REQUIRING ACCESS TO SECURE AREAS, IN ACCORDANCE WITH THE HCAA SECURITY PROGRAM, WILL BE REQUIRED TO DISPLAY AIRPORT ISSUED IDENTIFICATION OR BE UNDER ESCORT BY PROPERLY BADGED PERSONNEL. SUPERVISORS SHALL BE BADGED WITH A TAMPA INTERNATIONAL AIRPORT SIDA BADGE. AT THE COMPLETION OF THE CONTRACT ALL BADGES WILL BE RETURNED TO THE AIRPORT OR A PER BADGE CHARGE WILL BE ASSESSED FOR ALL BADGES NOT RETURNED. AS PART OF THE BADGE APPLICATION PROCESS, EACH APPLICANT WILL BE FINGERPRINTED FOR USE IN AN FBI CRIMINAL RECORDS SEARCH. ANY PERSON WHOSE CRIMINAL RECORD REVEALS OFFENSES LISTED BY FAA AS DISQUALIFYING OFFENSES WILL BE DENIED A BADGE AND WILL BE PROHIBITED FROM UNESCORTED ACCESS TO THE PROJECT SITE. ALL REQUIRED PAPERWORK AND ID BADGE APPLICATIONS SHALL BE SUBMITTED A MINIMUM OF TWO (2) WEEKS BEFORE ISSUANCE OF ANY BADGE. CONTRACTOR PERSONNEL REQUIRING AIRPORT ISSUED BADGES ARE RESPONSIBLE FOR ATTENDING SIDA TRAINING AND COMPLETING SECURITY BADGE APPLICATIONS, WHICH WILL INCLUDE AIR/GROUND RADIO, TAXIWAY AND AIRPORT FAMILIARIZATION. THERE IS A CHARGE FOR THE FBI BACKGROUND CHECK AND FINGERPRINTING PROCESS, THE COST OF WHICH SHALL BE INCIDENTAL TO ITEM A-100-1, MOBILIZATION.
- IN ACCORDANCE WITH THE PROJECT PHASING/CONSTRUCTION SEQUENCE PLANS, THE CONTRACTOR SHALL MAINTAIN, AT ALL TIMES, A SECURED AIR OPERATIONS AREA (AOA).

PROJECT NAME	COMMON USE SELF SERVICE – TECHNOLOGY PACKAGE
FAA NO.	N/A
HCAA NO.	6331 15
JOB NO.	204-0001-018
DESIGN	RPE
DRAWN	SCS
CHECKED	MJS
FILE NAME	
SCALE:	AS SHOWN
DATE:	DECEMBER 6, 2016
SHEET TITLE	GENERAL AND SAFETY AND SECURITY NOTES
	G.00.300



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ER00000207 UC000070



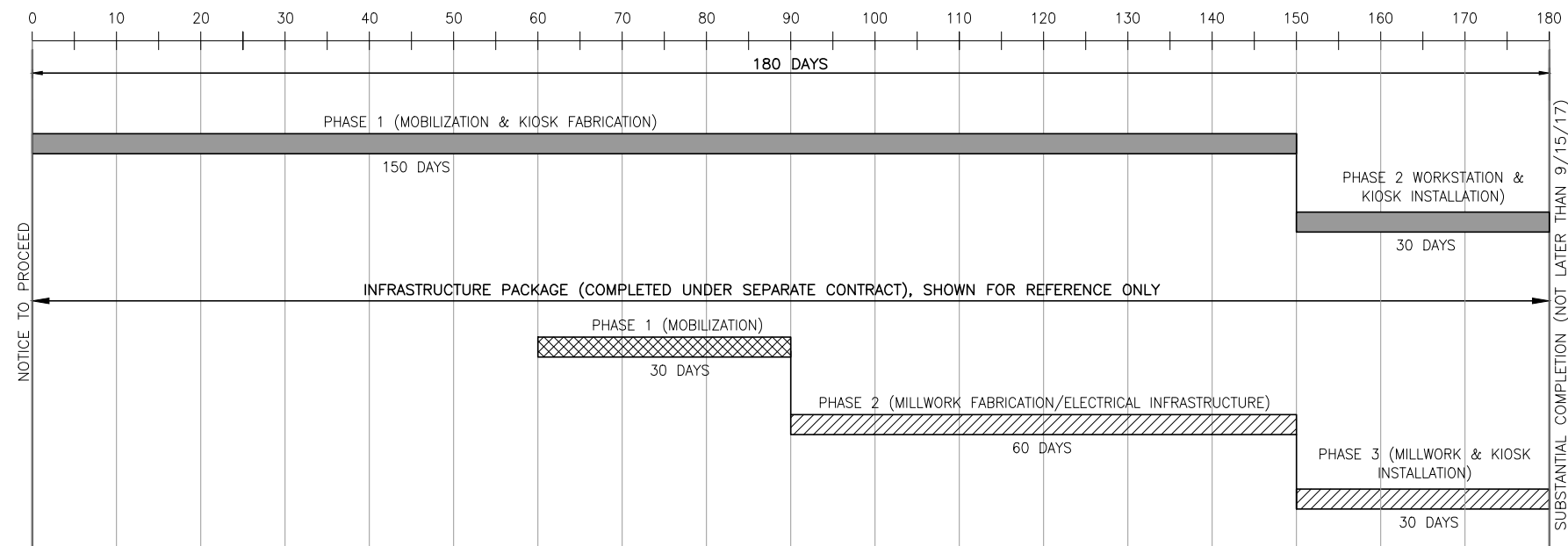
Tampa International Airport

TAMPA INTERNATIONAL AIRPORT, TAMPA, FL

AUTH.	
BY	
REVISIONS	
DATE	



**CONSTRUCTION PHASING SCHEMATIC**



**PHASING DESCRIPTIONS**

THE PROJECT CONSISTS OF TWO (2) PHASES. DESCRIPTIONS OF EACH OF THE PHASES IDENTIFIED ARE AS FOLLOWS:

PHASE 1 – MOBILIZATION (150 DAYS)

PHASE 1 CONSISTS OF PROJECT MOBILIZATION. THE CONTRACTOR SHALL UTILIZE THIS PHASE TO MOBILIZE FOR CONSTRUCTION. MOBILIZATION SHALL INCLUDE, BUT NOT LIMITED TO, THE DEVELOPMENT OF A COMPREHENSIVE CONSTRUCTION SCHEDULE, PREPARATION AND SUBMISSION OF ALL SHOP DRAWINGS FOR REVIEW AND APPROVAL, ORDERING OF EQUIPMENT (SPECIAL ATTENTION SHALL BE PAID TO ITEMS WITH LONG LEAD TIMES AND COORDINATE WITH OWNER FOR ALL OWNER FURNISHED ITEMS), PROGRAMMING ALL WORKSTATIONS, AIRLINE EASE SETUP, MANUFACTURING KIOSKS, ETC. IT IS THE INTENT OF THIS PHASE TO PROVIDE THE CONTRACTOR WITH SUFFICIENT TIME TO COMPLETE ALL TASKS REQUIRED TO FULLY MOBILIZE BEFORE BREAKING GROUND ON THE CONSTRUCTION SITE. THE CONTRACTOR SHALL HAVE 150 CONSECUTIVE CALENDAR DAYS FOR PHASE 1.

ADDITIONALLY, THE PRE-CONSTRUCTION CONFERENCE SHALL BE CONDUCTED DURING THIS PHASE TO FAMILIARIZE THE CONTRACTOR WITH THE PROJECT SITE, OPERATIONS REQUIREMENTS AND OTHER GENERAL PROJECT REQUIREMENTS.

PHASE 2 – CUSS INSTALLATION (30 DAYS)

PHASE 2 CONSISTS OF ALL WORK REQUIRED TO INSTALL ALL KIOSK AND TICKET COUNTER WORKSTATIONS LOCATED ON THE FOURTH APM 3 LEVEL OF THE CONRAC BUILDING. CUSS EQUIPMENT INSTALLATION SHALL BE COORDINATED WITH THE INFRASTRUCTURE PACKAGE CONTRACTOR, SEE NOTES THIS SHEET. THE CONTRACTOR SHALL HAVE 30 CONSECUTIVE CALENDAR DAYS FOR PHASE 2.

**PHASING DESCRIPTIONS - INFRASTRUCTURE PACKAGE (FOR REFERENCE ONLY)**

THE PROJECT CONSISTS OF THREE (3) PHASES. DESCRIPTIONS OF EACH OF THE PHASES IDENTIFIED ARE AS FOLLOWS:

PHASE 1 – MOBILIZATION (30 DAYS)

PHASE 1 CONSISTS OF PROJECT MOBILIZATION. THE CONTRACTOR SHALL UTILIZE THIS PHASE TO MOBILIZE FOR CONSTRUCTION. MOBILIZATION SHALL INCLUDE, BUT NOT LIMITED TO, THE DEVELOPMENT OF A COMPREHENSIVE CONSTRUCTION SCHEDULE, PREPARATION AND SUBMISSION OF ALL SHOP DRAWINGS FOR REVIEW AND APPROVAL, COORDINATION OF ANY PERMITTING REQUIREMENTS, ORDERING OF MATERIALS (SPECIAL ATTENTION SHALL BE PAID TO ITEMS WITH LONG LEAD TIMES AND COORDINATE WITH OWNER FOR ALL OWNER FURNISHED ITEMS), ETC. IT IS THE INTENT OF THIS PHASE TO PROVIDE THE CONTRACTOR WITH SUFFICIENT TIME TO COMPLETE ALL TASKS REQUIRED TO FULLY MOBILIZE BEFORE BREAKING GROUND ON THE CONSTRUCTION SITE. THE CONTRACTOR SHALL HAVE 30 CONSECUTIVE CALENDAR DAYS FOR PHASE 1.

ADDITIONALLY, THE PRE-CONSTRUCTION CONFERENCE SHALL BE CONDUCTED DURING THIS PHASE TO FAMILIARIZE THE CONTRACTOR WITH THE PROJECT SITE, OPERATIONS REQUIREMENTS AND OTHER GENERAL PROJECT REQUIREMENTS.

PHASE 2 – MILLWORK FABRICATION/ELECTRICAL INFRASTRUCTURE (60 DAYS)

PHASE 2 CONSISTS OF ALL WORK REQUIRED TO INSTALL ALL CABLING INFRASTRUCTURE AT ALL KIOSKS AND ALL FULL SERVICE COUNTER STATIONS LOCATED ON THE FOURTH APM 3 LEVEL OF THE CONRAC BUILDING ALONG WITH AIRLINE CABLING AT THE MAIN TERMINAL. ALSO INCLUDED IN THIS PHASE IS THE FABRICATION OF ALL MILLWORK TO BE INSTALLED AS PART OF PHASE 3. THE CONTRACTOR SHALL HAVE 60 CONSECUTIVE CALENDAR DAYS FOR PHASE 2.

PHASE 3 – MILLWORK AND KIOSK INSTALLATION (30 DAYS)

PHASE 3 CONSISTS OF ALL WORK REQUIRED TO INSTALL ALL KIOSK AND FULL SERVICE COUNTER MILLWORK LOCATED ON THE FOURTH APM 3 LEVEL OF THE CONRAC BUILDING. INSTALLATION SHALL BE COORDINATED WITH AIRIT, SEE NOTES THIS SHEET. THE CONTRACTOR SHALL HAVE 30 CONSECUTIVE CALENDAR DAYS FOR PHASE 3.

THE SEQUENCE IN WHICH WORK DURING PHASE 3 WILL OCCUR SHALL BE DETERMINED BY THE CONTRACTOR DURING THE MOBILIZATION PHASE AND SHALL BE AGREED UPON BY THE CONSTRUCTION MANAGER PRIOR TO COMMENCEMENT OF PHASE 3 WORK.

**PHASING NOTES**

1. FOR CONTRACT LAYOUT PLAN AND ASSOCIATED NOTES, REFER TO SHEET G.00.200.
2. FOR THE WORK DETAILS ASSOCIATED WITH EACH WORK AREA, REFER TO THE "A, E, & T" SERIES SHEETS.
3. THE CONTRACTOR SHALL SUPPLY A COMPLETE AND DETAILED CONSTRUCTION SCHEDULE TO THE OWNER FOR REVIEW AND APPROVAL PRIOR TO COMMENCING CONSTRUCTION. THE CONTRACTOR SHALL NOT REVISE THE SCHEDULE WITHOUT THE WRITTEN APPROVAL OF THE OWNER. THE CONTRACTOR SHALL PROVIDE, WITHIN THE SCHEDULE, THE DATES BY WHICH ALL OWNER FURNISHED EQUIPMENT MUST BE PROVIDED.
4. THE DURATIONS INCLUDED FOR PHASING ARE CONSECUTIVE CALENDAR DAYS. NOTE THAT WORK DAYS ARE MONDAY THROUGH FRIDAY AS INDICATED IN THE PROJECT SPECIFICATIONS.
5. WORK HOURS SHALL BE 7:00 AM TO 7:00 PM AS INDICATED IN THE PROJECT SPECIFICATIONS OR AS OTHERWISE APPROVED BY THE OWNER.
6. 48 HOUR'S NOTICE SHALL BE PROVIDED PRIOR TO BEGINNING ANY CONSTRUCTION ACTIVITIES TO ENSURE THAT APPROPRIATE NOTIFICATIONS ARE ISSUED.

**MILLWORK INSTALLATION COORDINATION NOTES**

1. THE CONTRACTOR WILL BE REQUIRED TO COORDINATE ALL CUSS KIOSK AND EASE WORKSTATION INSTALLATION WITH THE INFRASTRUCTURE PACKAGE CONTRACTOR WHO, UNDER A SEPARATE CONTRACT WITH HCAA, WILL BE INSTALLING MILLWORK AT EACH COUNTER AND INSTALLING THE KIOSKS.

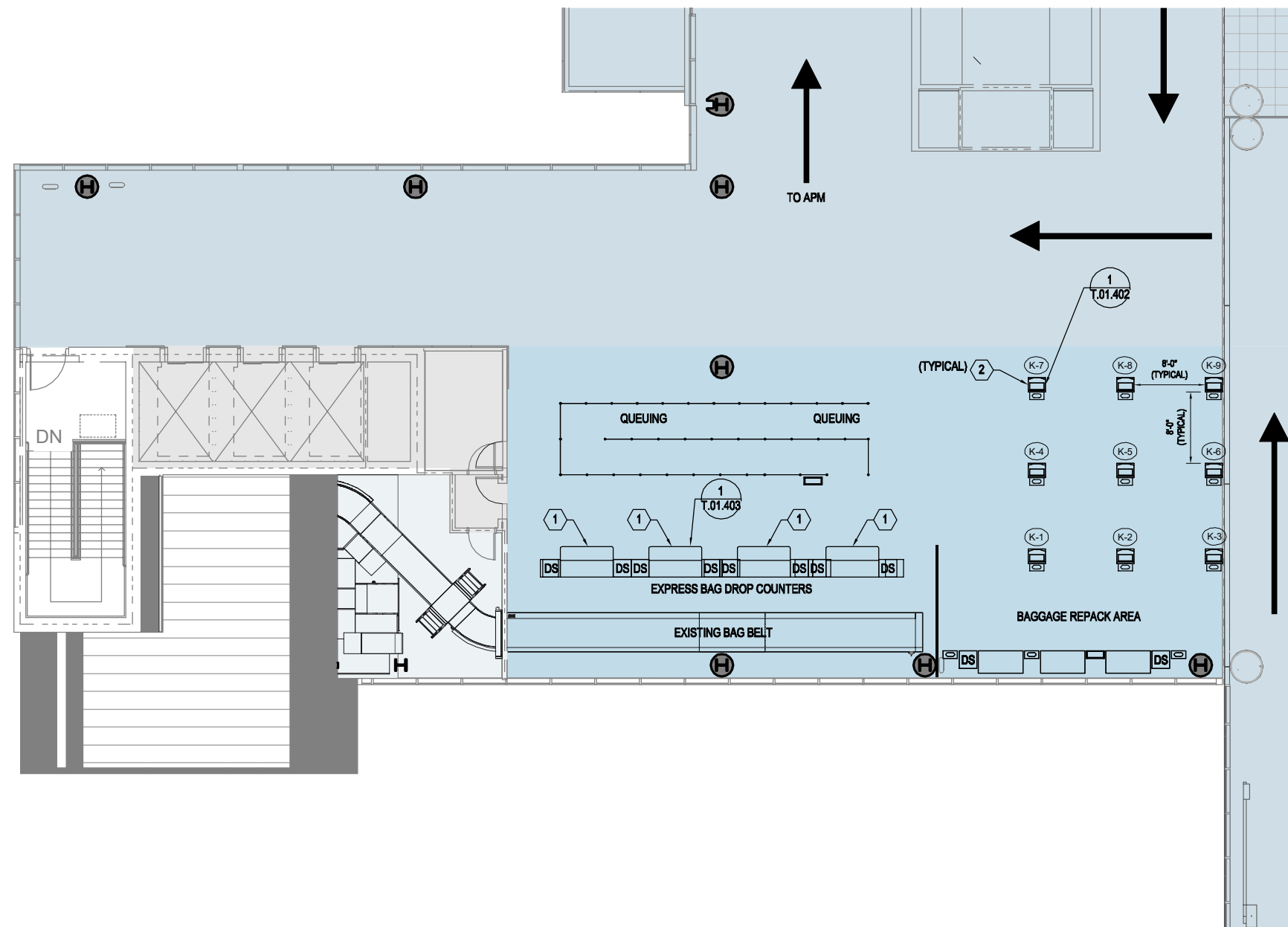
BY AUTH:	
REVISIONS:	
DATE:	
RS&H 1715 N. Westshore Blvd., Suite 500 Tampa, Florida 33607-3999 www.rsandh.com FLORIDA: KP020058 LICENSED ENGINEER	
PROJECT NAME: COMMON USE SELF SERVICE – TECHNOLOGY PACKAGE TAMPA INTERNATIONAL AIRPORT, TAMPA, FL	
F.A.A. NO.:	N/A
HCAA NO.:	6331 15
JOB NO.:	204-0001-018
DESIGN:	RPE
DRAWN:	SCS
CHECKED:	MJS
FILE NAME:	
SCALE:	AS SHOWN
DATE:	DECEMBER 6, 2016
SHEET TITLE:	CONSTRUCTION PHASING SCHEMATIC AND NOTES
<b>G.00.400</b>	

**EQUIPMENT NOTES:**

- ① NEW TWO WORKSTATION TICKET COUNTER, MILLWORK AND ELECTRICAL / DATA OUTLETS INSTALLED BY OTHERS AS PART OF THE CUSS INFRASTRUCTURE PACKAGE.
- ② NEW COMMON USE KIOSK ELECTRICAL / DATA OUTLET INSTALLED BY OTHERS AS PART OF THE CUSS INFRASTRUCTURE PACKAGE. KIOSKS INSTALLED BY OTHERS AS PART OF THE CUSS INFRASTRUCTURE PACKAGE PER AIRIT DIRECTION.

**FLOOR AREA LEGEND:**

- AIRPORT OFFICES / SUPPORT
- DEPARTURE CHECK-IN SPACE
- LANDSIDE CIRCULATION



**① SELF BAG DROP LAYOUT - LEVEL 4 - PARTIAL FLOOR PLAN**  
SCALE: AS NOTED

NOTE: GRAPHIC SCALE IS TO BE USED FOR SHEET SIZE 11"x17" ONLY.  
 0' 4' 8' 16' 48'  
 SCALE: 1/16" = 1'-0"

DATE	REVISIONS	BY	AUTH.

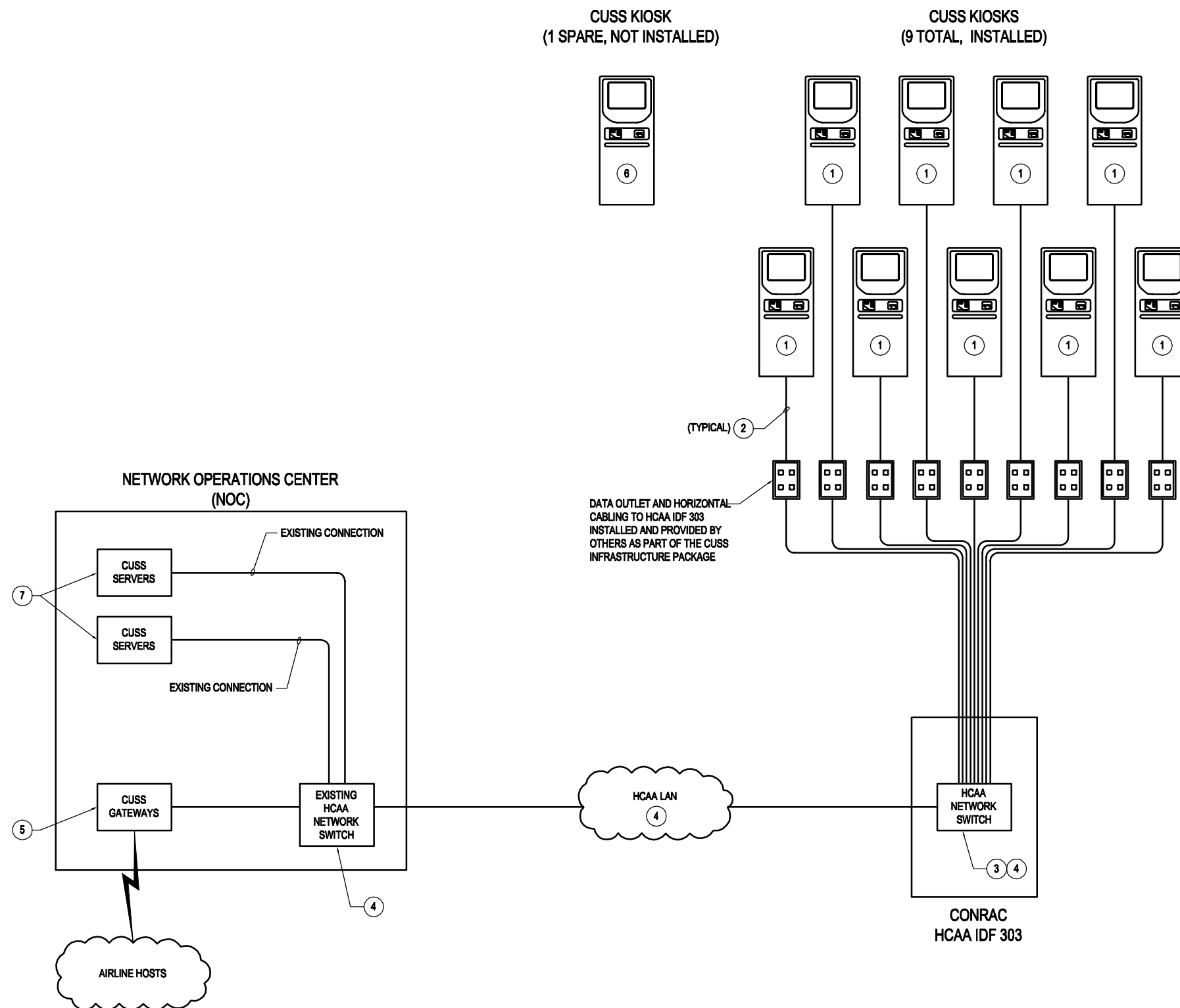


PROJECT NAME  
 COMMON USE SELF SERVICE –  
 TECHNOLOGY PACKAGE  
 TAMPA INTERNATIONAL AIRPORT, TAMPA, FL

F.A.A. NO. N/A  
 HCAA NO. 6331 15  
 JOB NO. 204-0001-018  
 DESIGN \_\_\_\_\_  
 DRAWN \_\_\_\_\_  
 CHECKED \_\_\_\_\_  
 FILE NAME \_\_\_\_\_  
 SCALE: AS SHOWN

DATE: DECEMBER 6, 2016  
 SHEET TITLE  
 SELF BAG DROP LAYOUT  
 LEVEL 4  
 PARTIAL FLOOR PLAN

T.01.401



**GENERAL NOTES:**

1. ALL CUSS KIOSKS WILL BE PROVIDED AND CONFIGURED BY AIRIT.
2. ALL EQUIPMENT SUPPORTING INFRASTRUCTURE WILL BE INSTALLED BY OTHERS AS PART OF THE CUSS INFRASTRUCTURE PACKAGE UNLESS OTHERWISE NOTED.

**KEYED NOTES:**

- 1 CUSS KIOSK WITH PERIPHERALS AS SPECIFIED IN THE TECHNICAL SPECIFICATIONS.
- 2 CONNECTED VIA PATCH CORD PROVIDED BY AIRIT.
- 3 OWNER PROVIDED AS PART OF THIS PROJECT. AIRIT TO COORDINATE CONFIGURATION REQUIREMENTS.
- 4 THE CUSS SYSTEM SHALL USE THE HCAA LAN FOR DATA TRANSPORT THROUGHOUT THE TPA CAMPUS. AIRIT SHALL COORDINATE IP ADDRESSING, PORT ASSIGNMENTS, AND OTHER CONFIGURATION REQUIREMENTS WITH OWNER.
- 5 AIRIT TO COORDINATE WITH AIRLINES TO IDENTIFY AIRLINE HOST INTERFACES AND TO DETERMINE IF EXISTING EASE CIRCUITS CAN BE USED. IF NEW CIRCUITS ARE REQUIRED THE CIRCUITS (INCLUDING ANY ASSOCIATED HARDWARE, SOFTWARE, AND PATCH CABLES) WILL BE PROVIDED BY OTHERS AS PART OF THE CUSS INFRASTRUCTURE PACKAGE AND CONFIGURED BY AIRIT.
- 6 COORDINATE STORAGE LOCATION WITH HCAA.
- 7 VIRTUAL CUSS SERVERS ON EXISTING HCAA HARDWARE. AIRIT IS RESPONSIBLE FOR COORDINATING WITH HCAA FOR SPECIFIC CONFIGURATION REQUIREMENTS.

BY	DATE	REVISIONS	AUTH.



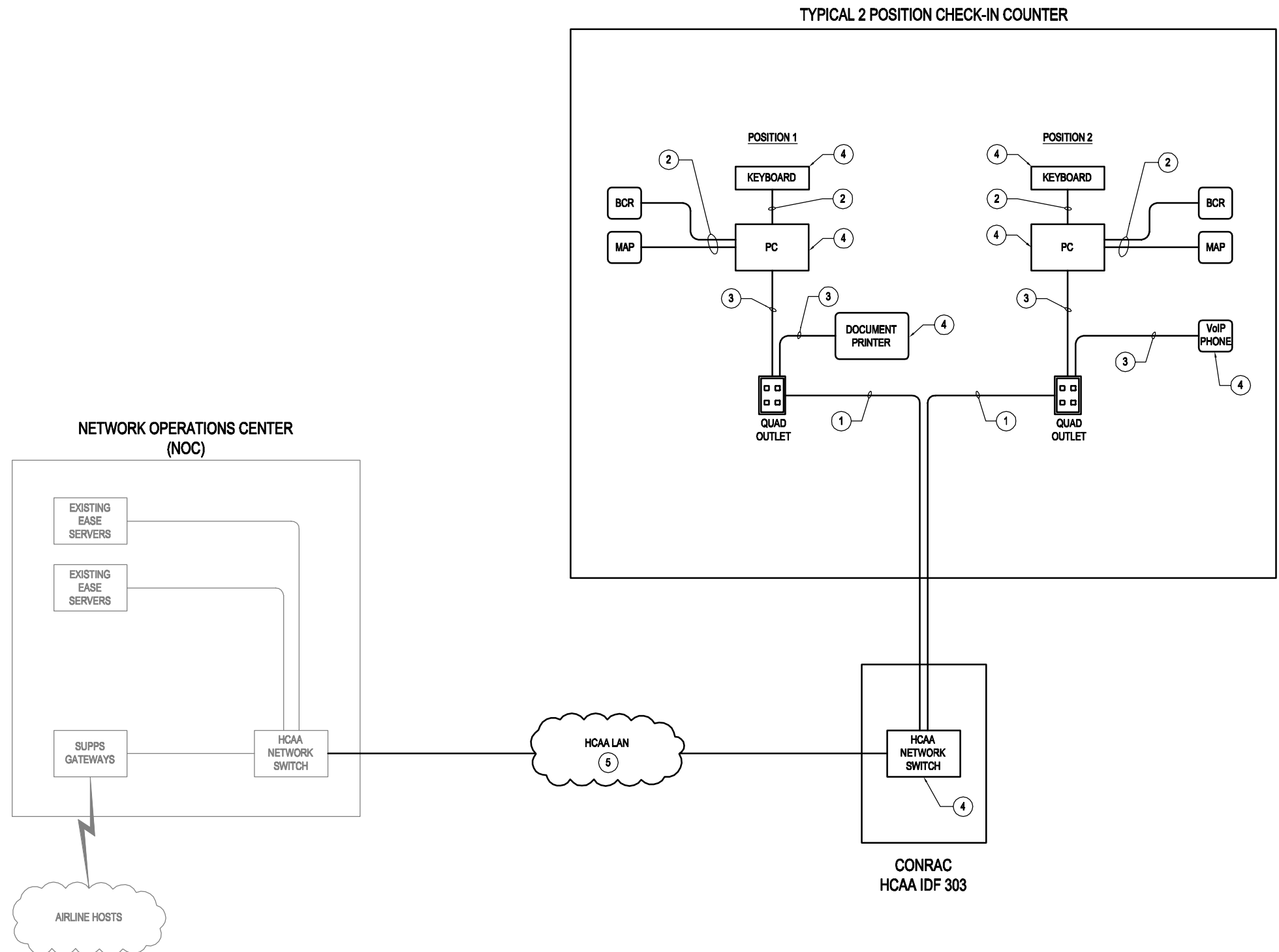
PROJECT NAME  
COMMON USE SELF SERVICE –  
TECHNOLOGY PACKAGE  
TAMPA INTERNATIONAL AIRPORT, TAMPA, FL

F.A.A. NO.	N/A
HCAA NO.	6331 15
JOB NO.	204-0001-018
DESIGN	
DRAWN	
CHECKED	
FILE NAME	
SCALE:	AS SHOWN

DATE: DECEMBER 6, 2016

SHEET TITLE  
CONRAC  
CUSS  
LOGIC DIAGRAM

**1 CONRAC CUSS LOGIC DIAGRAM**  
SCALE: NOT TO SCALE



**LEGEND:**

- BCR = BAR CODE READER
- VOIP = VOICE OVER INTERNET PROTOCOL
- MAP = BAG TAG / BOARDING PASS PRINTER
- PC = PERSONAL COMPUTER

**GENERAL NOTES:**

1. ALL EQUIPMENT TO BE PROVIDED, INSTALLED, AND CONFIGURED BY AIRIT UNLESS NOTED OTHERWISE.
2. SHADED COMPONENTS REPRESENT EXISTING EQUIPMENT.
3. REFER TO T.02.100 FOR A LIST OF AIRIT PROVIDED AND OWNER FURNISHED EQUIPMENT.

**KEYED NOTES:**

- ① REPRESENTS FOUR CAT 6 HORIZONTAL CABLES FROM OUTLET TO PATCH PANEL IN IDF. PROVIDED BY OTHERS AS PART OF THE CUSS INFRASTRUCTURE PACKAGE.
- ② CONNECTED VIA USB CABLE PROVIDED BY AIRIT.
- ③ CONNECTED VIA PATCH CORD PROVIDED BY AIRIT.
- ④ OWNER PROVIDED AS PART OF THIS PROJECT. AIRIT TO COORDINATE CONFIGURATION REQUIREMENTS.
- ⑤ THE CUSS SYSTEM SHALL USE THE HCAA LAN FOR DATA TRANSPORT THROUGHOUT THE TPA CAMPUS. AIRIT SHALL COORDINATE IP ADDRESSING, PORT ASSIGNMENTS, AND OTHER CONFIGURATION REQUIREMENTS WITH OWNER. AIRIT WILL ALSO COORDINATE ANY IMAGES WITH THE AIRLINES.

DATE	REVISIONS	BY	AUTH.



PROJECT NAME  
**COMMON USE SELF SERVICE – TECHNOLOGY PACKAGE**  
 TAMPA INTERNATIONAL AIRPORT, TAMPA, FL

F.A.A. NO.	N/A
HCAA NO.	6331 15
JOB NO.	204-0001-018
DESIGN	
DRAWN	
CHECKED	
FILE NAME	
SCALE:	AS SHOWN

DATE: DECEMBER 6, 2016  
 SHEET TITLE  
**CONRAC SUPPS CHECK-IN COUNTER LOGIC DIAGRAM**

T.01.403

**1 CONRAC SUPPS CHECK-IN COUNTER LOGIC DIAGRAM (TWO POSITION CHECK-IN COUNTER)**  
 SCALE: NOT TO SCALE

REVISIONS	DATE	BY	AUTH.



PROJECT NAME  
**COMMON USE SELF SERVICE –  
 TECHNOLOGY PACKAGE**  
 TAMPA INTERNATIONAL AIRPORT, TAMPA, FL

F.A.A. NO. \_\_\_\_\_ N/A  
 HCAA NO. \_\_\_\_\_ 6331 15  
 JOB NO. \_\_\_\_\_ 204-0001-018

DESIGN \_\_\_\_\_  
 DRAWN \_\_\_\_\_  
 CHECKED \_\_\_\_\_  
 FILE NAME \_\_\_\_\_  
 SCALE: \_\_\_\_\_ AS SHOWN

DATE: \_\_\_\_\_ DECEMBER 6, 2016

SHEET TITLE  
**EQUIPMENT  
 QUANTITIES  
 AND  
 IT RESPONSIBILITIES**

**T.02.100**

EQUIPMENT QUANTITIES AND IT RESPONSIBILITIES											
SHEET # REFERENCE	LOCATION	MAP	BCR / BGR	DOCUMENT PRINTER (O.F.E.)	SUPPS Workstation					Other Equipment	
					KEYBOARD (O.F.E.)	PC/CPU (O.F.E.)	MONITOR (O.F.E.)	MOUSE (O.F.E.)	VOIP PHONE (6) (O.F.E.)	CUSS KIOSKS	UPS (7)
CONRAC LOBBY											
T.01.401	Check-In Counter 1	2	2	1	2	2	2	2	1	0	2
T.01.401	Check-In Counter 2	2	2	1	2	2	2	2	1	0	2
T.01.401	Check-In Counter 3	2	2	1	2	2	2	2	1	0	2
T.01.401	Check-In Counter 4	2	2	1	2	2	2	2	1	0	2
T.01.401	CUSS Kiosks	0	0	0	0	0	0	0	0	9	0
	HCAA Spare(s)	1	1	1	1	1	1	1	1	1	1
<b>TOTALS</b>		<b>9</b>	<b>9</b>	<b>5</b>	<b>9</b>	<b>9</b>	<b>9</b>	<b>9</b>	<b>5</b>	<b>10</b>	<b>9</b>

GENERAL NOTES:

- (1) ALL EASE PERIPHERALS (BGR/BCR AND MAP) ARE FURNISHED, CONFIGURED AND INSTALLED IN THE FIELD BY AIRIT.
- (2) SUPPS WORKSTATION EQUIPMENT (PC/CPU, MONITOR, KEYBOARD, DOCUMENT PRINTER, AND MOUSE) ARE FURNISHED BY OWNER AND INSTALLED BY AIRIT.
- (3) ALL WORKSTATION OPERATING SYSTEM SOFTWARE IS INSTALLED BY OWNER.
- (4) ALL EASE SOFTWARE IS CONFIGURED AND INSTALLED BY AIRIT.
- (5) ALL EASE WORKSTATIONS ARE INSTALLED IN THE FIELD BY AIRIT.
- (6) VOIP PHONE IS FURNISHED, CONFIGURED, AND INSTALLED BY OWNER.
- (7) UPS UNITS ARE FURNISHED, CONFIGURED, AND INSTALLED IN THE FIELD BY AIRIT.
- (8) CUSS KIOSK UPS IN INCLUDED WITH EACH KIOSK UNIT.