



HILLSBOROUGH COUNTY  
AVIATION AUTHORITY

**PROJECT MANUAL**

(Containing Contract Requirements)

FOR

**Long Term Parking Garage  
Elevator Rehabilitation**

AUTHORITY PROJECT NUMBER 6685 20

**TAMPA INTERNATIONAL AIRPORT  
TAMPA, FLORIDA**

Prepared By: Procurement Department

PURCHASE ORDER NUMBER:  
ISSUE DATE: December 5, 2019

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TAMPA INTERNATIONAL AIRPORT  
Tampa, Florida

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END OF SECTION

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

LONG TERM PARKING GARAGE ELEVATOR REHABILITATION  
AUTHORITY PROJECT NO. 6685 20  
TAMPA INTERNATIONAL AIRPORT

Select one of the following responses below.

**No. Contractor is NOT proposing W/MBE Goal.**

No specific Goal for W/MBE participation has been established for this Solicitation; however, the Contractor will make a good faith effort, in accordance with Authority's W/MBE Policy and Program, throughout the term of the awarded Contract, to subcontract with W/MBE firms certified as a woman-owned or minority-owned business by the City of Tampa, Hillsborough County, State of Florida Department of Management Services, Office of Supplier Diversity (OSD), or as a Disadvantaged Business Enterprise (DBE) under the Florida Unified Certification Program (FLUCP), in the performance of the awarded Contract.

**OR**

**Yes. Contractor is proposing W/MBE participation Goal.**

The Contractor assures that it will subcontract with W/MBE firms in an amount equal to at least \_\_\_\_% of the total dollar amount of the awarded Contract. The Contractor is required to submit a Letter of Intent for each W/MBE that is proposed to participate in the awarded Contract at the time the Proposal is submitted to the Owner. The actual W/MBE contractual commitment will be the total amount of participation shown on the validated Letter(s) of Intent submitted by the Contractor. It is understood that the amounts shown on the Letter(s) of Intent are estimates and that actual amounts paid to W/MBE subcontractors may vary depending on the final adjustments of the estimated quantities; however, the W/MBE contractual commitment can only be modified by an amendment or change order.

By: Name of Contractor: \_\_\_\_\_

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

Contractor's Representative's Name:

\_\_\_\_\_

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

\_\_\_\_\_  
(Contractor's Representative's Signature)

SECTION 00418 - CERTIFICATE OF NON-SEGREGATED FACILITIES

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

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

\_\_\_\_\_  
(Name of Contractor)

By: \_\_\_\_\_  
(Signature\*)

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

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

\* Must be same signature on Bid Form.

END OF SECTION

SECTION 00421 - SCRUTINIZED COMPANY CERTIFICATION

This certification is required pursuant to Florida Statute Section 287.135.

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

Additionally, as of July 1, 2018, a company that, at the time of bidding or submitting a bid/response for a new contract/agreement or when entering into or renewing a contract/agreement for goods or services, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Florida Statute Section 215.473, or has been engaged in business operations in Cuba or Syria, is ineligible for, and may not bid on, submit a proposal/response for, or enter into or renew a contract/agreement with an agency or local governmental entity for goods or services of \$1 million or more.

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

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

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

I, \_\_\_\_\_, as a representative of \_\_\_\_\_

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

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

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Signature

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Title

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Printed Name

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Date

END OF SECTION

SECTION 00422 - E-VERIFY CERTIFICATION

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

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

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Company: \_\_\_\_\_ 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



## SECTION 00440 - CONTRACTOR'S SELECTION OF PAYMENT METHOD

The Authority offers suppliers the option of receiving payments via ePayables **or** via Automated Clearing House (ACH).

A. Contractor has the option to receive payments utilizing an ePayables solution during the entire term of this Contract either by utilizing ePayables with Authority's Reverse Discount or ePayables under the Large Ticket Vendor Program. Payment will be processed by Accounts Payable using the ePayable system upon Account Payable's receipt of a Pay Application. After the payment is processed, the Pay Application will be reviewed and verified by the Authority Project Manager. Contractor retains the right to request a review of the rejected or corrected Pay Application. Any further adjustment to the Pay Application resulting from the review will be made in the next billing period. Merchant services fees will apply and are determined by Contractor's agreement with its bank or financial institution that processes credit or debit card payments on behalf of Contractor (Merchant Acquirer). The Authority is not responsible for any agreed upon terms between Contractor and Contractor's Merchant Acquirer. Contractor will receive a reverse discount of 75 basis points from Authority if Contractor does not utilize the Large Ticket Vendor program with its Merchant Acquirer. The Authority's reverse discount is whereby the Authority will give back to the Contractor .75% of the Merchant services fees to the Contractor for not utilizing the Large Ticket Vendor Program. The Authority reserves the right to suspend or discontinue the reverse discount in the event Contractor consistently overcharges Authority.

**OR**

B. Contractor also has the option to receive payments via Automated Clearing House (ACH). Payment will be issued within 20 days after Authority's verification and approval of a Pay Application. Authority may reject a Pay Application or correct the Pay Application when errors are found. Contractor retains the right to request a review of the rejected or corrected Pay Application. Any further adjustment to the Pay Application resulting from the review will be made in the next billing period.

Contractor may at any time during the term of this Contract elect to change its payment method to ePayables upon written notice to the Vice President of Planning and Development and the completion of Authority's ePayables application process. If the payment method is changed to ePayables, the information and process described above in Paragraph A, ePayables, will apply.

Please select one of the following electronic payment methods based on the information provided above:

1. ePayables: (Choose only one on this category)

ePayables with Authority Reverse Discount.

ePayables under the Large Ticket Vendor Program.

**OR**

2. ACH:

Contractor would like to receive payments via ACH.

Please provide name and contact information for Contractor's Accounts Receivable Representative that will be responsible for invoicing the Authority during the term of this Contract.

**Name:** \_\_\_\_\_

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

**Office Mailing Address:** \_\_\_\_\_

**City:** \_\_\_\_\_

**State:** \_\_\_\_\_

**Zip Code:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Ext:** \_\_\_\_\_

**Fax:** \_\_\_\_\_

**Email:** \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Date

END OF SECTION

SECTION 00510 - CONTRACT

This **CONTRACT** is made and entered into this 5<sup>th</sup> day of December, 2019, by and between Schindler Elevator Corporation, hereinafter designated as the **Contractor**, and the **Hillsborough County Aviation Authority**, Tampa, Florida, hereinafter referred to as the **Owner**.

WITNESSETH:

CONTRACTOR, agrees with the Owner to the following:

1. THAT THE CONTRACTOR will provide the materials and labor specified and perform, in a first class manner, all Work in connection with the **LONG TERM PARKING GARAGE ELEVATOR REHABILITATION, 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, **LONG TERM PARKING GARAGE ELEVATOR REHABILITATION** and dated December 5, 2019.

2. THAT THE CONTRACTOR will commence the Work within ten days of the date set by the Owner in a written Notice to Proceed and will achieve Substantial Completion of all Work under this Contract within 520 days after issuance of the Notice to Proceed.

3. The Owner hereby enters into this Contract with the Contractor in the Contract Sum amount of Four Million Seven Hundred Twenty Four Thousand Nine Hundred Fifty One and No One Hundredths Dollars (U. S.) (\$4,724,951.00) for the Work in accordance with the Contractor's listed lump sums specified for the item(s) in the Proposal, acknowledged by the Contractor, and included as Attachment 1. Payments will be made for work actually performed upon presentation of the proper certificates to the Owner and upon terms set forth in the Contract Documents.

4. It is mutually agreed between the parties hereto that time is of the essence of this Contract, and in the event the Work has not achieved Substantial Completion by the completion date(s) or within the days herein specified, it is agreed that from any money due or to become due the Contractor or its surety, the Owner may retain the sum of Five Hundred and No One Hundredth Dollars (\$500) per day, for each day thereafter, Sundays and holidays included, that the Work remains incomplete, not as a penalty but as liquidation of a reasonable portion of damages that will be incurred by the Owner by failure of the Contractor to complete the Work within the time(s) stipulated. The Parties agree that assessment of actual damages at the time this Contract is made is uncertain. The parties agree that the sum of \$500 per day is reasonable. The parties agree that the liquidated damages described in this paragraph are solely for delay and loss of use. The total amount of liquidated damages in this paragraph will not exceed five percent of the Contract Sum.

5. It is further mutually agreed between the parties hereto that if, at any time after the execution of this Contract (including the various guarantee periods thereunder) and the Bonds hereto attached, the Owner will reasonably deem the surety or sureties of such Bond or Bonds to be unsatisfactory, or if, for any reason, such Bond or Bonds cease to be adequate to cover the performance of the work or the prompt payment for said labor, materials, supplies and services, the Contractor will, at its own expense within five days from the date of written notice from the Owner to do so, furnish additional Bond or Bonds in such form and amount, and with such surety or sureties, as will be satisfactory to the Owner. In

such event, no further payment to the Contractor will be deemed due under this Contract until such new or additional Bond or Bonds are furnished in a manner and form satisfactory to the Owner.

6. Preference to Florida State Residents: Contractor will give preference to the employment of state residents in the performance of the Work on this Project if state residents have substantially equal qualifications to those of non-residents. The term "substantially equal qualifications" means the qualifications of two or more persons among whom the Contractor cannot make a reasonable determination that the qualifications held by one person are better suited for the position than the qualifications held by the other person or persons. If required to employ state residents, Contractor must contact the Agency for Workforce Innovation to post the Contractor's employment needs in the state's job bank system.

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

1. presence on, use or occupancy of Authority property;
2. acts, omissions, negligence (including professional negligence and malpractice), errors, recklessness, intentional wrongful conduct, activities, or operations;
3. any breach of the terms of this Contract;
4. performance, non-performance or purported performance of this Contract;
5. violation of any law, regulation, rule, Advisory Circular or ordinance;
6. infringement of any patent, copyright, trademark, trade dress or trade secret rights; and/or
7. contamination of the soil, groundwater, surface water, storm water, air or the environment by fuel, gas, chemicals or any other substance deemed by the Environmental Protection Agency or other regulatory agency to be an environmental contaminant

by the Contractor or the Contractor's officers, employees, agents, volunteers, subcontractors, invitees, or any other person directly or indirectly employed or utilized by the Contractor, regardless of whether the liability, suit, claim, lien, expense, loss, cost, fine or damages is caused in part by the Authority, its members, officers, agents, employees or volunteers or any other indemnified party. This indemnity obligation expressly applies, and shall be construed to include, any and all claim(s) caused in part by the negligence, acts of omissions of the Owner, its members, officers, agents, employees, and volunteers.

B. In addition to the duty to indemnify and hold harmless, Contractor will have the separate and independent duty to defend the Authority, its members, officers, agents, employees, and volunteers from all suits, claims, proceedings or actions of any nature seeking damages, equitable or injunctive relief, liens, expenses, losses, costs, royalties, fines, attorney's fees or any other relief in the event the suit, claim, or action of any nature arises in whole or in part from:

1. the presence on, use or occupancy of Authority property;

2. acts, omissions, negligence (including professional negligence and malpractice), errors, recklessness, intentional wrongful conduct, activities, or operations;
3. any breach of the terms of this Contract;
4. performance, non-performance or purported performance of this Contract;
5. violation of any law, regulation, rule, , Advisory Circular or ordinance;
6. infringement of any patent, copyright, trademark, trade dress or trade secret rights; and/or
7. contamination of the soil, groundwater, surface water, storm water, air or the environment by fuel, gas, chemicals or any other substance deemed by the Environmental Protection Agency or other regulatory agency to be an environmental contaminant

by the Contractor or the Contractor's officers, employees, agents, volunteers, subcontractors, invitees, or any other person directly or indirectly employed or utilized by the Contractor regardless of whether it is caused in part by the Authority, its members, officers, agents, employees, or volunteers or any other indemnified party. This duty to defend exists immediately upon presentation of written notice of a suit, claim or action of any nature to the Contractor by a party entitled to a defense hereunder. This defense obligation expressly applies, and shall be construed to include, any and all claim(s) caused in part by the negligence, acts or omissions of the Owner, its members, officers, agents, employees, and volunteers.

C. If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by Fla. Stat. § 725.06(2)-(3) or Fla. Stat. § 725.08, then with respect to the part so limited, Contractor agrees to the following: To the maximum extent permitted by Florida law, Contractor will indemnify and hold harmless the Authority, its members, officers, agents, employees, and volunteers from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fee, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Contractor and persons employed or utilized by the Contractor in the performance of this Contract.

D. If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by Florida Statute § 725.06 (1), or any other applicable law, then with respect to the part so limited, the monetary limitation on the extent of the indemnification shall be the greater of the (i) monetary value of this Contract, (ii) coverage amount of Commercial General Liability Insurance required under the Contract or (iii) \$1,000,000.00. Otherwise, the obligations of this Article will not be limited by the amount of any insurance required to be obtained or maintained under this Contract.

E. In addition to the requirements stated above, to the extent required by FDOT Public Transportation Grant Agreement and to the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the State of Florida, FDOT, including the FDOT's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of this Contract. This indemnification in this paragraph shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida's and FDOT's sovereign immunity.

F. Contractor's obligations to defend and indemnify as described in this Contract will survive the expiration or earlier termination of this Contract until it is determined by final judgment that any suit,

claim or other action against the Owner, its members, officers, agents, employees, and volunteers if fully and finally barred by the applicable statute of limitations or repose.

G. Nothing in this Contract will be construed as a waiver of any immunity from or limitation of liability the Owner, or its members, officers, agents, employees, and volunteers may have under the doctrine of sovereign immunity under common law or statute.

H. The Owner and its members, officers, agents, employees, and volunteers reserve the right, at their option, to participate in the defense of any suit, without relieving Contractor of any of its obligations under this Article.

I. If Paragraphs 7A-7H or any part of Paragraphs 7A-7H is deemed to conflict in any way with any law, the Paragraph or part of the Paragraph will be considered modified by such law to remedy the conflict.

8. THIRD PARTY BENEFICIARY CLAUSE. It is specifically agreed between the parties executing the Contract that it is not intended by any of the provisions of any part of the Contract to create in the public or any member thereof any rights as a third party beneficiary or to authorize anyone not a party to the Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the Contract.

9. This Contract will be terminated in accordance with Florida Statute Section 287.135 if it is found that the Contractor submitted a false Scrutinized Company Certification as provided in Florida Statute Section 287.135(5) or has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, or is engaged in business operations in Cuba or Syria. The termination will be subject to the dollar amount limitations included in the respective Florida Statute.

10. CHAPTER 119, FLA. STATUTE REQUIREMENTS

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (813) 870-8721, [ADMCENTRALRECORDS@TAMPAAIRPORT.COM](mailto:ADMCENTRALRECORDS@TAMPAAIRPORT.COM), HILLSBOROUGH COUNTY AVIATION AUTHORITY, P.O. BOX 22287, TAMPA FL 33622.**

Contractor agrees in accordance with Florida Statute Section 119.0701 to comply with public records laws including the following:

- a. Keep and maintain public records required by the Owner in order to perform the Work contemplated by this Contract.
- b. Upon request from the Owner's custodian of public records, provide the Owner with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat. or as otherwise provided by law.

- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract Term and following completion of the Contract.
- d. Upon completion of this Contract, keep and maintain public records required by the Owner to perform the Work. Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Owner, upon request from the Owner's custodian of public records, in a format that is compatible with the information technology systems of the Owner.

11. Press releases or other specialized publicity documents, including the Contractor's advertising news bulletins, which are related to this Contract and are intended by the Contractor for the press, broadcasting, or television, will be drawn up in consultation with the Owner. Except as otherwise required by law or regulation, the Contractor will not release or distribute any materials or information relating to this Contract or containing the name of the Owner or any of its employees or Board Members without prior written approval by an authorized representative of the Owner. Contractor shall require all consultants, subcontractors and suppliers of any tier to comply with this paragraph.

## 12. Prohibited Interest

A. The Contractor represents that, in connection with this Contract or any property included or planned to be included in this Contract, it has not entered into a contract or arrangement with any officer, director or employee of the Owner, or any business entity of which the officer, director or employee of the officer's, director's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer, director or employee or the officer's, director's or employee's spouse or child, or any combination of them, has a material interest.

- 1. "Material Interest" means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity.

B. The Contractor represents that, in connection with this Contract or any property included or planned to be included in this Contract, it has not entered into a contract or arrangement with any person or entity who at any time during the immediately preceding two years was an officer, director or employee of the Owner.

C. The provisions of this subsection shall not be applicable to any agreement between the Owner and its fiscal depositories, any agreements for utility services the rates for which are fixed or controlled by the government, or any agreement between the Owner and an agency of state government.

D. The following provision is made a part of this Contract and will be inserted in each of the Contractor's subcontracts:

- 1. "No member, officer, or employee of the Hillsborough County Aviation Authority during their tenure or for two years thereafter will have any interest, direct or indirect, in this Contract or the proceeds thereof."

## 13. Nondiscrimination

A. Compliance with Nondiscrimination Requirements

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

1. Compliance with Regulations: The Contractor (hereinafter includes subcontractors and consultants) will comply with the Title VI List of Pertinent Nondiscrimination Statutes and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Contract.
2. Nondiscrimination: The Contractor, with regard to the work performed by it during the Contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this Contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Owner or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Owner or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of Contractor's noncompliance with the Nondiscrimination provisions of this Contract, the Owner will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the Contractor under the Contract until the Contractor complies; and/or
  - b. Cancelling, terminating, or suspending the contract, in whole or in part.
6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through five in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Owner or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided,



that if the Contractor becomes involved in or is threatened with litigation by a subcontractor or supplier because of such direction, the Contractor may request the Owner to enter into any litigation to protect the interests of the Owner. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

B. Title VI List of Pertinent Nondiscrimination Authorities During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
2. 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
4. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
6. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
7. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
8. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
9. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, Contractor must take reasonable steps to ensure that LEP persons have meaningful access to Contractor's programs (70 Fed. Reg. at 74087 to 74100); and

12. Title IX of the Education Amendments of 1972, as amended, which prohibits Contractor from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

C. Duration: Contractor must comply with this section during the period during which Federal financial assistance is extended to Owner, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case this provision obligates the Contractor for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the Owner retains ownership or possession of the property.

REMAINDER OF PAGE LEFT BLANK

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 \_\_\_\_\_, 2019.

ATTEST:

**Schindler Elevator Corporation**

\_\_\_\_\_

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

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

Print Name

\_\_\_\_\_

Print Address

\_\_\_\_\_

\_\_\_\_\_

Signed, sealed, and delivered

in the presence of:

\_\_\_\_\_

Witness

\_\_\_\_\_

Print Name

\_\_\_\_\_

Witness

\_\_\_\_\_

Print Name

**Notary for Schindler Elevator Corporation**

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

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019  
by \_\_\_\_\_ in the capacity of \_\_\_\_\_, of

\_\_\_\_\_ a \_\_\_\_\_  
(Name of organization or company, if any) (Corporation / Partnership / Sole Proprietor / Other)

on \_\_\_\_\_ behalf. \_\_\_\_\_  
(Its / His / Her) (They are / He is / She is) (Personally known to me / not personally known to me)

\_\_\_\_\_ and \_\_\_\_\_ take an oath.  
and has produced the following document of identification) (they / he / she) (did / did not)

(Seal of Notary)

\_\_\_\_\_

Signature of Notary

By the Authority this 5<sup>th</sup> day of December, 2019.

**HILLSBOROUGH COUNTY AVIATION AUTHORITY**

*(Affix Corporate Seal)*

By: \_\_\_\_\_  
Gary W. Harrod, Chairman

**ATTEST:**

\_\_\_\_\_  
Jane Castor, 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 \_\_\_\_\_, 2019,  
by Gary W. Harrod, in the capacity of Chairman, and Jane Castor, Secretary, Hillsborough County  
Aviation Authority, a public body corporate under the laws of the State of Florida, on its behalf. They are  
personally known to me and they did not take an oath.

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Print, Type, or Stamp Commissioned Name of  
Notary

END OF SECTION

# ATTACHMENT 1

## Schindler Elevator Corporation



**Schindler**

Contact: Marc Svendsen  
Telephone (813) 450-7160  
Fax (813) 886-9509  
E-mail marc.svendsen@schindler.com  
Date November 22, 2019  
Subject Schindler Elevator Modernization Proposal

Proposal #: MSVN-B3ML52  
Project: Tampa Int'l Airport – Long Term Parking  
4100 George J. Bean Parkway  
Tampa, FL 33607  
Elevators #1 through #16

Mr. Tom Thalheimer, CPPO, CPPB  
Tampa International Airport  
Hillsborough County Aviation Authority  
PO. Box 22287, Tampa, FL 33622

Dear Mr. Thalheimer,

Schindler Elevator Corporation is pleased to offer you the following proposal, which includes engineering services, material, and labor, to modernize the Sixteen (16) Traction Passenger Elevators at the Long Term Parking Garage on the Tampa International Airport grounds and property.

For your review and consideration, we have provided the following scope highlights for each elevator:

- Base Proposal: New Schindler TX Microprocessor Controls, Refurbished Hollister Whitney 64OH Geared Machines, Complete New Car Door Equipment, Refurbished Hoistway Door Equipment, New Signal Fixtures, and all related work required for a turnkey project.
- Proposal Option: Remove and Replace the existing Geared Machines with new Schindler Modular Gearless, FMM-200 Machines, including Schindler STM technology (option provided at same price as base proposal).

The attached proposal outlines the project scope in fine detail for each elevator as it relates to machine room, hoistway, car, and signal fixture work scope.

In addition, we have included a project schedule (see attached) illustrating the completion of Passenger Elevators #1 through #16 utilizing four (4) modernization crews, with the modernization work being conducted on one (1) elevator for each of the four (4) banks at one time. The elevators in each bank shall continue without interruption (other than normal holidays, etc.) until each bank is fully complete.

Lastly, we have provided project references, including project pricing and purchaser contact information, to allow you to compare the pricing outlined herein with other projects we have previously performed or are currently performing.

Thank you again for the opportunity to submit our firm-price proposal for your review and consideration. Should you have any questions or need any additional information regarding our proposal offerings, please do not hesitate to reach out to our team at your convenience.

Sincerely,  
**Schindler Elevator Corporation**

*Marc Svendsen*

Marc Svendsen  
Territory Modernization Manager, Southeast U.S.

Subject Schindler Elevator Modernization Proposal - MSVN-9NCRUB

Page 1 of 18

Date 11/22/2019



**Schindler**

## Schindler Elevator Corporation

Contact: Marc Svendsen  
Telephone (813) 450-7160  
Fax (813) 886-9509  
E-mail marc.svendsen@schindler.com  
Page 1 of 18  
Date November 22, 2019  
Subject Schindler Elevator Modernization Proposal

Proposal #: MSVN-B3ML52  
Project: Tampa Int'l Airport – Long Term Parking  
4100 George J. Bean Parkway  
Tampa, FL 33607

Elevators #1 through #16

### Project Overview

<b>Elevators included in Modernization Proposal</b>			
<b>Number of Units</b>	<b>Type</b>	<b>Unit Number</b>	<b>Reference Name</b>
Four (4)	Geared	01-04	Wright Brothers
Four (4)	Geared	01-04	Charles Lindbergh
Four (4)	Geared	01-04	Tony Jannus
Four (4)	Geared	01-04	Robert Goddard

## Project Scope Summary – Geared Traction Passenger Elevators

Number of Units	Sixteen (16)	Capacity	4,500
Type	Geared Traction	Speed	Retain at 400 fpm
Unit No.'s	Four Banks ea., 01-04	No. of Landings	Eight (8)
Machine Location	Overhead	No. of Openings	Eight (8) Front

Description of Work	Disposition
<b>Machine Room</b>	
Miconic TX Microprocessor Controller with Schindler Remote Monitoring system	Replace
PF1 Drive Technology (.99 efficient)	New
Geared Traction Machine *	Retain
VVVF AC Geared Hoist Motor	Replace
Rope Gripper Auxiliary Rope Brake	New
Overspeed Governor, Cable, and Tension Sheave	Replace
Machine Room Wiring (Retain duct where applicable / in good condition)	Replace
<b>Cab Door Operation Equipment</b>	
Heavy Duty, Closed-Loop Door Operator and Linkage	Replace
Restrictive Door Clutch	Replace
Cab Door Tracks, Hangers, and Hanger Rollers	Replace
Cab Door Panels (#4 Stainless Steel, 1SCO)	Replace
Infrared Door Re-Reopening Device	Replace
<b>Hoistway Door Equipment</b>	
Hoistway Door Panels	Retain
Interlock and Pick-Up Roller Assemblies	Replace
Door Closers, Gibs, and Door Rollers	Replace
Pick-Up Roller / Door Drive Assemblies	Replace
Hoistway Door Tracks and Hangers	Retain
<b>Car and Hall Fixtures</b>	
Hall Pushbutton Stations; Two (2) Risers	Replace
Hall Lanterns including LED illumination and audible chimes	Replace
Hall Position Indicators (2 per landing)	Replace
Main and Auxiliary Car Operating Panels	Replace
Multi-Light Position Indicator (transom mount)	Replace
Custom Annunciation including Floor Position and Labeling	Replace
<b>Car and Hoistway</b>	
Car Roller Guide Assemblies	Replace
Counterweight Roller Guide Assemblies	Replace
Hoistway Wiring (retain duct where applicable and in good condition)	Replace
Car Wiring and Duct	Replace
Car and Counterweight Buffer Assemblies	Refurbish

All other systems and components not noted above will be reused and integrated into the new elevator system.

\* An alternate is provided on [page 17](#) to replace the existing geared machines with new Schindler FMM-200 modular gearless machines and the applicable accessories.

### Total Work to be Performed – Traction Passenger Elevators

Number of Units	Sixteen (16)	Capacity	4,500
Type	Geared Traction	Speed	Retain at 400 fpm
Unit No.'s	Four Banks ea., 01-04	No. of Landings	Eight (8)
Machine Location	Overhead	No. of Openings	Eight (8) Front

#### Geared Controller - ANSI/CSA/B44 Compliant, TX-R5, PF1 - Regen, Group – All Elevators

A new Miconic TX-R5 Controller, compliant with the appropriate local codes, will be provided.

A free-standing NEMA 1 rated and CSA approved, enclosure shall be provided to house the solid-state servo-loop and car and supervisory control. Control circuitry shall contain microprocessors and additional printed circuit boards to control car and bank operation and shall also contain contactors, relays, power electronics and transformers. The control is designed to operate at an ambient temperature between 41°F and 104°F. The enclosure shall be designed for proper ventilation with a hinged, locking front access door to protect from incidental contact with the enclosed components and exposure to dust and dirt.

Miconic TX-R5 employs a very refined algorithm with a “cost of service” strategy that minimizes both waiting and travel time for all passengers. Additional benefits include:

- Even distribution of passengers between cars
- High system redundancy, so the group control still functions if one car is switched out
- Adaptive distribution of free cars
- Smooth change-over between normal traffic mode and up or down peak
- Adaptive distribution of free cars
- Adjustable full load bypass
- Superior ride quality via a fully digital interface with the drive
- Equipped with Schindler Remote Monitoring (SRM)

The system is designed to start properly when power is restored in the event of a power failure or interruption. The system also provides a nonvolatile system memory so that data is retained in the event of power failure or disturbance.

#### ACVF Drive

IGBT power electronics using the latest state-of-the-art Power Factor 1 technology will be provided. This drive system will safely return regenerative energy back into a building’s power line, thus saving energy. Additionally, this system generates less heat than other less energy efficient systems (such as those utilizing brake resistors). Therefore, further savings may be realized by reducing costs related to HVAC requirements.

The inverter drive utilizes pulse width modulation (PWM) to supply asynchronous motors with variable frequency and variable three-phase voltage. A digital closed loop vector control algorithm is used to determine the proper torque and speed of the motor. The individual adjustment of jerk rates, acceleration and deceleration rates are available based on building requirements to optimize ride quality.

#### Automatic Load-Weighing Bypass

Automatic bypass of hall calls shall be provided and be effective when the cars are operating on bank service. Load-weighing switches, which are actuated by the load in the car, establish bypass operation when the car becomes loaded. Once bypass operation is established, the car shall continue to bypass hall calls as long as it is loaded fully.



## False Car Call Cancel

The False Car Call Cancel Feature shall be applied on all cars to operate in conjunction with the door protection system to discourage the registering of false calls. All car calls shall be canceled if the car makes two consecutive stops for car calls and the beam of the door protection system is not interrupted or the Load Measurement Device detects no load in the cab.

## Firefighter's Emergency Recall

An emergency return system shall be provided in full compliance with the latest state, local and ASME Code requirements. Heat, smoke and products of combustion sensing devices (sensors) and sensor wiring to the elevator controller shall be provided by others.

### 1. Firefighter's Service Phase I

In the event of an emergency, the Firefighter's Service Feature will enable those cars away from the recall floor to return to the recall floor immediately. The cars arriving at the recall floor will remain parked with the doors open.

### 2. Firefighter's Service Phase II

Schindler Elevator will provide Firefighter's Service Phase II operation for use by trained emergency service personnel.

A key-operated switch as required by local regulation, will be provided in the car-operating panel of each car. The Firefighter's Service Phase II operation will become effective when the Landing Fire Service switch is in the "ON" position or a smoke detector, provided by others, has been activated and the car has returned to the main or alternate Fire Service floor.

## Independent Service

Independent Service shall be available to remove a car from the bank. When the switch is closed, the car is removed from bank operations, and all its existing car calls are canceled. Registering a car call shall initiate door closing and travel to the chosen floor. On arrival, the doors shall open and remain open until another car call is registered. The car shall respond to only one call at a time, and all other car calls shall be canceled after the car makes its first stop.

General Group Dispatching shall be accomplished through the use of a microprocessor-based very refined algorithm and its 'cost of service' strategy minimizes both waiting and travel time for all passengers. All dispatching features shall be selected automatically to meet the passenger traffic demand. The system shall monitor hall calls, car calls, direction of travel of each car, car load status, door position, car position, call frequency and number of elevators in service. This information shall be analyzed by the algorithm system which shall instantly select and dictate the proper action for each car to take to correspond with current actual traffic conditions.

The system shall contain, but not be limited to, the following features:

1. Dispatch Protection – High system redundancy allows backup of dispatching in the event of failure of primary dispatcher.
2. Delayed Car Removal - Removal from group of a delayed car.
3. Automatic Load Weighing Dispatch - Lobby dispatch with predetermined percent of rated capacity.
4. Automatic Load Weighing Bypass - No hall call allocation accepted.
5. Time Door Control - Varying door times according to traffic.
6. Independent Service - Removal from group for independent control.
7. Parking - Specified floor parking capability.
8. Timed Out Mode - Capability to shut down car completely in off-peak hours.
9. Hall Pushbutton Failure Protection – Multiple power sources for pushbutton risers.

### Digital Speed Control

A digital, position-referenced, closed-loop drive control shall be provided for consistently rapid floor-to-floor performance and accurate positioning under varying load, power and temperature conditions.

An ideal velocity profile shall be generated by a microcomputer employing the digital-position dictation method, defining ideal rates of acceleration/deceleration while observing preprogrammed rates of acceleration/deceleration. A microelectronic speed, as measured by a machine-mounted velocity transducer, shall be compared to the ideal velocity profile, and regulate the power source to compensate for any variation due to load, temperature, power fluctuations or any other cause. Speed variations shall not exceed + 1% of the position-referenced ideal velocity profile. All regulations shall be smooth and positive to assure maximum passenger comfort.

The hoistway position of the elevator shall be determined by a high-resolution, primary position transducer. The primary position transducer shall recognize elevator hoistway position to 1/80" and transmit continuously position to the microcomputer.

Each floor shall be identified by specific binary count and stored in the microcomputer memory. As the elevator passes a floor, a car-mounted secondary position transducer shall verify and/or correct the digital count as transmitted by the primary position transducer.

Stopping shall be initiated by the supervisory system and controlled by a microcomputer. The microcomputer shall calculate continuously all "possible destination" locations ahead of the car and shall initiate transition from acceleration to deceleration on a real time basis (i.e. as late as possible while assuring a smooth ride). The final positioning of the elevator shall be initiated by the microcomputer and verified by the secondary position transducer. Stopping accuracy shall be within +/- 0.236" (+/- 6.0 millimeters) of the floor.

The entire system shall contain electronic safety circuits to prevent excesses in elevator speed, acceleration/deceleration rates, errors between position-referenced ideal and actual velocity profiles, and car movement if the control system fails.

### Automatic Microprocessor Control

Dispatcher functions shall be resident in each car controller. Equipment shall be easily reprogrammable via keyboard, microprocessor based and make use of serial data transmission, high integration circuitry, custom circuits as appropriate, and low voltage I/O and peripherals, insuring efficient service to all floors.

The microprocessors shall collect data and constantly monitor all necessary information with regard to location of car and hall calls and current status of the elevator system. With the data, the system shall calculate the total passenger wait time, on-board and corridor, of all cars using a basic "bidding" procedure based on real-time response, current availability, landing calls, car calls, direction of travel of each car, door position, number of elevators in service, car load status, car position, frequency of calls, coincident car and hall calls, and car status. The car with the lowest total passenger wait time shall be assigned.

System information shall be scanned continuously, at least 10 times per second. If the conditions change after the initial car assignment, the microprocessor shall reassign the car that can best respond.

The system must be capable of reversing the direction of an empty car without making a stop at a floor. However, the system shall not allow registration of trailing car calls against the direction of the car.

In the event a car is delayed for more than 30 seconds, it shall be removed from the system calculation.

### Primary Dispatching Failure

In the event of primary dispatching mode failure, the following dispatching modes shall be available:

-In a multi-car system, if the "master" car (which provides the dispatcher function for the system) is out-of-service or otherwise unable to perform its function, the "master" (dispatcher) designation shall switch automatically to another car in the bank.

-Hall pushbutton risers are powered by a redundant hall pushbutton riser power supply system, managed by all cars including the master, shall be provided.

-In the event the floor controller system fails to provide corridor information and no redundant system is available, the master car shall continue to coordinate the floors served by each car in a manner that prevents "bunching" of the elevators.

-In the event the car-to-car communication system fails, each elevator shall continue to run in a predetermined pattern.

### Parking

When demand drops, cars shall park at predetermined zones of the building. The main floor (lobby floor) shall always be considered a parking zone. The main floor car shall park with its doors open.

Parking cars at the main floor shall have higher priority than parking a car in the upper zones. When parking in an upper zone, the car shall select the highest priority available zone and park at the designated floor in that zone to be available to handle new traffic as necessary. Cars shall cancel parking trips if they become "low bidder" for a hall call.

Since parking assignments shall be handled as special "phantom hall calls" on a "cost of service" basis, parking calls shall be checked against car calls registered on other cars for the same zone so that parallel trips of parking cars and cars still active shall be avoided.

### Intermittent Traffic

During light intermittent traffic, parked cars shall split zones between them at the halfway point and each car shall serve up or down calls in its zone. This shall minimize approach travel, time and energy consumption.

Once a car has been committed to a direction of travel, it shall become a "high bidder" for calls behind; the car behind it shall be in a better position to service these calls.

The intermitted mode of operation shall also apply to heavy inter-floor traffic. Cars shall be permitted to reverse at either highest or lowest calls, and unnecessary travel to the top terminal or the main floor shall be avoided.

When intermittent traffic demand drops, the cars shall park throughout the building or provide service as required.

### **Remote Monitoring, All Elevators**

Schindler AHEAD will be provided which offers a centralized control point for constant monitoring of the elevator equipment and operation.

A remote monitoring modem is built into the power module. No other hardware is required. Schindler AHEAD requires no telephone line, so no extra phone line will be required. Schindler AHEAD will automatically transmit errors, warnings, and status updates to a central station located at SCSN. Errors that could cause an elevator malfunction are immediately reported to SCSN so that a service technician can be dispatched.

Any proprietary material, information or data contained in any component or feature of this equipment remains the property of Schindler Elevator Corporation. This includes but is not limited to tools, devices, manuals, software, source codes, access codes, objects and passwords.

### **Machine Encoder – All Elevators**

A motor mounted encoder will be provided as a speed sensory device used to maintain and control hoist machine speed.

### **Geared Machine, All Elevators**

The existing geared machine will be retained.

The existing machine shall have the following components examined, disassembled, and replaced:

- Brake shoe linings
- Motor seals
- Gearbox fluid

In addition, each machine, once re-assembled, shall be outfitted with a new brake switch assembly and painted for like-new appearance.

### **Rope Gripper - ANSI/CSA/B44 Compliant, All Elevators**

A rope gripper will be provided for ascending car overspeed protection and unintended car movement protection to prevent the car from striking the hoistway overhead structure as a result of failure in the electric driving hoist motor, brake, coupling, shaft or gearing, the control system and any other component upon which the speed of the car depends. This provision shall comply with the A17.1-2000 Safety Code.

### **Car Ropes – Governor, All Elevators**

The existing governor rope will be replaced. New iron or steel governor rope will be provided. The rope will be of a type and design to be compatible with the governor design.

### **Car Governor, All Elevators**

The existing governor will be replaced with a new car over-speed governor. The over-speed governor is a mechanical safety device that is driven by the car by means of a suitable wire rope. In case of over-speed, the governor will operate an electric contact to open the emergency circuit and will actuate the safety which will grip the rails and stop the car.

### **Machine Room Duct/Conduit, All Elevators**

New wiring will be provided throughout the elevator machine room. All new wiring, duct, and conduit between the hoistway and machine room equipment will be furnished and installed according to applicable codes and in a workmanlike fashion. Existing duct and conduit that meet quality of workmanship and applicable codes may be reused.

### **Car Guides - Roller, ElSCO, All Elevators**

The existing roller guide assemblies will be replaced.

New ELSCO roller guide shoes will be furnished, securely bolted to the car and counterweight frame at top and bottom. Each roller guide will consist of, as a minimum, a set of three sound-reducing wheels in precision type ball bearings and held in contact with the rail surfaces by means of adjustable devices. Roller guides will run on dry unlubricated guide rails.

### **Sling - 1:1 – All Elevators**

The existing heavy duty car frame (sling) will be reused.

### **Limit Cam, All Elevators**

The existing limit cam will be reused.

### **Final Limit Switches & Mounting – All Elevators**

The existing final limit switches will be replaced with new switches to initiate stopping of the car if safe travel limits are exceeded.

### **Slowdown Limit Switches – All Elevators**

The existing slowdown limit switch will be retained. If an overspeed condition occurs, the car will slow down and approach the terminal landings at a reduced speed.

### **Top Of Car Inspection Station – All Elevators**

The existing inspection station will be replaced. A new top of car inspection station will be provided as a control panel on top of the elevator car which, when activated, removes the car from normal service and allows the car to run at inspection speed from the car top station only.

### **Car Leveling – All Elevators**

The existing leveling system will be replaced. The new system will include the necessary hardware to control the leveling of the elevator at each floor. Leveling accuracy will be within code-accepted standards.

### **Hoistway Leveling – All Elevators**

The existing hoistway leveling vanes will be replaced with new vanes mounted at each floor landing and along with the car leveling sensors provide the necessary feedback to the controller for landing and leveling.

### **Car Wiring – All Elevators**

The existing car wiring will be replaced with all new car wiring to be furnished and installed by applicable codes in a workmanlike fashion.

All wiring will have flame retarding and moisture resistance outer covering. All new wiring will contain Underwriters Laboratories labels. All wiring will be in strict accordance with good wiring practices and in compliance with the National Electric Code and ANSI A17.1 requirements.

### **Exit Guard Railing – All Elevators**

An Exit Guard Railing will be provided which attaches to the top of the car and provides secure support for technicians moving about the car top.

### **Door Operator – MOVFR – All Elevators**

The existing door operator will be replaced by a new single speed center opening GAL MOVFR front door operator with closed loop speed regulation which will be interfaced to the new controller.

### **Car Clutch**

A mechanical clutch to connect the front car and hoistway door will be provided. The operation of the clutch will provide driving motion of the hoistway doors for full open and full close direction. The drive rollers will remain engaged to prevent separation of the hoistway doors from the car doors.

### **Track/Hanger/Header (Car) – All Elevators**

The existing car door hangers and tracks will be replaced. New car door tracks will be provided for each car door opening. The track(s) will be a shaped finished surface to fit the sheave profile and of adequate strength to properly support the doors and periphery equipment without deflection of track. New car door hangers will be provided for each car door opening. The hangers and rollers will be designed for high speed power operation and have provisions for vertical and lateral adjustment. Hangers will be designed for two-point suspension of each door panel. Hanger sheaves will have a resilient surface and pre-lubricated sealed bearing. Hangers will be provided with upthrusts adjustments to prevent sheaves from being removed from track unless upthrusts are loosened.

### **Cab Doors – All Elevators**

The existing doors will be replaced with new 42" x 84" #4 Stainless Steel finish, single speed center opening door panels. The door panels will be formed of not lighter than 16 gauge steel and all joints will be welded.

The bottom of the doors will be provided with removable laminated phenolic guides which run in the sill slots. Doors will be reinforced for separate hangers or built to include integral hangers and will contain suitable material for sound deadening.

### **Gibs (car) – All Elevators**

The present car door gibs will be replaced with new gibs which will be mounted to the bottom edge of horizontally sliding door panels.

### **Hoistway Frame – All Elevators**

The existing hoistway entrance frames will be reused.

### **Hoistway Sills – Aluminum – All Elevators**

The existing hoistway sills will be reused.

### **Hoistway Doors (Floor - Typical) - 1SCO (C2), Width > 36 AND <= 42, Height <= 84, 4SS – All Cars**

The existing door panels will be retained.

### **Gibs (landing) (Floor - Typical) – All Elevators**

The present landing door gibs will be replaced with new gibs which will be mounted to the bottom edge of horizontally sliding door panels.

### **Interlock Assembly (Floor - Typical) – All Elevators**

The existing hoistway door interlocks will be replaced. An electro-mechanical interlock will be provided for each hoistway entrance. The interlock system will be a tested and approved system to comply with the applicable codes. The interlocks will prevent operation of the car away from the landing unless the doors are in closed and locked position as defined by applicable codes.

The interlocks will also prevent the opening of a hoistway door from the landing side unless the car is within the landing zone and is either stopped or being stopped at that level. Interlocks will be so located that they are not accessible from the landing side when the hoistway doors are closed.

#### **Track/Hanger/Header (landing) (Floor - Typical) – All Elevators**

The existing landing door tracks and hangers will be retained.

#### **Door Closer (Floor - Typical) – All Elevators**

The existing door spirator-type closers will be replaced.

#### **Hoistway Duct/Conduit – All Elevators**

New wiring duct and conduit will be provided as required. All new wiring duct and conduit between the hoistway and machine room equipment will be furnished and installed according to applicable codes and in a workmanlike fashion. Existing duct and conduit that meet quality of workmanship and applicable codes may be reused.

#### **Travel Cables – All Elevators**

The existing traveling cables will be replaced. All traveling cables will be new and properly suspended between car and hoistway or machine room cable support. All cables will incorporate the specified types of conductors. At a minimum each traveling cable will contain four (4) shielded pairs. Cables will be supported by steel supporting strands if travel exceeds 150 feet and in a loop compatible to size of cable. The outer covering will be fire resistance and meet Underwriters Laboratories standard test. The cables will be hung free of all contact from hoistway or car equipment. Cables will contain adequate number of conductors to provide a minimum of 10% of spares.

#### **Hoistway Wiring – All Elevators**

The existing hoistway wiring will be replaced with all new wiring between the hoistway and machine room equipment and installed by applicable codes in a workmanlike fashion.

The hoistway door interlocks' wiring will be replaced with new SF-2 high heat resistance wiring. All other new wiring will have flame retarding and moisture resistance outer covering. All new wiring will contain Underwriters Laboratories labels. All wiring will be in strict accordance with good wiring practices and in compliance with the National Electric Code and ANSI A17.1 requirements.

#### **Door Escutcheon – All Elevators**

New Door Escutcheon tubes will be provided in one hoistway door panel per landing to provide access to unlock a locked hall door using a special key.

#### **Hanger Rollers – All Elevators**

Existing hanger rollers will be replaced with new rollers which fasten to the top of the doors and allow a fluid horizontal motion of the door panel.

#### **Cwt Frame – All Elevators**

The existing counterweight frame will be retained and reused. Additional filler weights shall be added as necessary to achieve proper counter-balancing for normal, efficient elevator operation.

### **Cwt Guides - Roller, ElSCO – All Elevators**

The existing counterweight roller guide shoes will be replaced with new ELSCO counterweight roller guide shoes which will position the counterweight along the path of the guide rails and help to dampen vibrations during counterweight motion.

### **Car Rails – All Elevators**

The existing guide rails will be reused.

### **Cwt Rails – All Elevators**

The existing guide rails will be reused.

### **Brackets – All Elevators**

The existing rail brackets will be reused in place. All brackets will be checked for secure fastening. Any missing hardware will be replaced.

### **Pit Ladder – All Elevators**

The existing pit ladders will be removed and new ladders located per applicable code.

### **Pit Switch – All Elevators**

The existing pit stop switch will be replaced.

### **Car Governor Tension Sheave – All Elevators**

The existing car governor tension sheave will be replaced with a new car governor tension sheave and will be interfaced to the car governor. The tension sheave will guide and apply tension to the car governor rope.

### **Car Buffer – Oil – All Elevators**

The existing car oil buffers will be retained and refurbished. The existing buffers will be drained and flushed, and new fluid installed. In addition, new buffer switches shall be retrofitted for each buffer assembly. Upon completion of each elevator, each buffer shall be tested per code requirements.

### **Cwt Buffer – Oil – All Elevators**

The existing counterweight oil buffers will be retained and refurbished. The existing buffers will be drained and flushed, and new fluid installed. In addition, new buffer switches shall be retrofitted for each buffer assembly. Upon completion of each elevator, each buffer shall be tested per code requirements.

### **Platform – All Elevators**

The existing platform will be reused.

### **Car Safety – All Elevators**

The existing safety will be reused. All necessary adjustments will be made to cause safety to perform in accordance with code requirements.

### **Toe Guard Apron – All Elevators**

The existing toe guard apron will be replaced.



### **Main COP – Fixed – All Elevators**

The existing main car operating panel will be replaced. A new main car operating panel will be provided in front return panel. The panel will contain floor call buttons corresponding to the number of floors served plus the standard devices of door open, door close, alarm and emergency stop buttons, independent service key switch, fan and light switches as a minimum.

The standard required cluster of devices will be located at a centerline height of 35" from cab floor to comply with handicap requirements. All standard required devices and floor call buttons will have handicap indications adjacent to them.

Appropriate fire fighter's service key switch, jewel, fire and call cancel button, will be provided in car operating panel. Appropriate key switches for functions of the operating system provided will be included. These switches will be clearly identified as to their function.

In lieu of key switches, the devices may be incorporated in a separate covered portion of the COP.

### **Emergency Light – MCOP – All Elevators**

A new emergency light will be provided in the main car operating panel.

### **Auxiliary COP – Fixed – All Elevators**

The existing auxiliary car operating panel will be replaced with a new panel. The panel will contain floor call buttons corresponding to the number of floors served plus the standard devices of door open, door close and alarm.

The standard required cluster of devices will be located at a centerline height of 35" from cab floor to comply with handicap requirements. All standard required devices and floor call buttons will have handicap indications adjacent to them.

### **ADA Phone - Aux COP – All Elevators**

The phone in the existing auxiliary car operating panel will be replaced with a new ADA compliant hands free phone.

### **Emergency Light - Aux COP – All Elevators**

A new emergency light will be provided in the auxiliary car operating panel.

### **Fire Service – All Elevators**

#### **Firefighter's Service Phase I**

In the event of an emergency, the Firefighter's Service Feature will enable those cars away from the recall floor to return to the recall floor immediately. The cars arriving at the recall floor will remain parked with the doors open.

The Firefighter's Service Feature will be initiated by one of the following two means:

A. Smoke detectors where required will be installed at each floor by others.

The activation of a smoke detector on any floor, other than at the main Fire Service floor, will cause all cars in the group that serve that floor to initiate Emergency Recall and return non-stop to the main Fire Service floor.

B. A key-operated switch will be provided at the main floor for each single elevator or each group of elevators.

## Firefighter's Service Phase II

Schindler Elevator will provide Firefighter's Service Phase II operation for use by trained emergency service personnel.

A key-operated switch as required by local regulation will be provided in the car-operating panel of each car. The Firefighter's Service Phase II operation will become effective when the Landing Fire Service switch is in the "ON" position or a smoke detector, provided by others, has been activated and the car has returned to the main or alternate Fire Service floor.

### **Hoistway Access Switch Top – All Elevators**

A new keyed switch that will be installed at the designated top landing and will allow an authorized person to move the elevator at a slow speed, while the car and hoistway doors are open. The technician can then stop it so that the top of the car can be accessed from the corridor landing.

### **Hoistway Access Switch Bottom – All Elevators**

A new keyed switch that will be installed at the designated top landing and will allow an authorized person to move the elevator at a slow speed, while the car and hoistway doors are open. The technician can then stop it so that the top of the car can be accessed from the corridor landing.

### **Hall Pushbutton Stations – All Elevators (2 Risers)**

The existing hall pushbutton stations shall be removed and new surface mount hall pushbutton stations installed. Hall pushbutton stations at terminal landings shall contain one button for up or down travel. Stations at intermediate landings shall contain two buttons, each corresponding with up or down travel. All hall stations shall be constructed of #4 Stainless Steel.

### **Landing Position Indicators – All Elevators**

The existing combination digital position indicators at each landing will be replaced with a new combination digital position indicator at each landing.

### **Hall Lanterns - Surface Mount – All Elevators**

The existing hall lanterns will be replaced with new surface mount fixtures. A single lantern will be furnished at each terminal floor and up-down lanterns will be furnished at the intermediate floors.

When the car approaches a floor in response to a call, the lantern corresponding to the direction of travel will illuminate and a bell or gong will sound. The lantern will remain illuminated until the doors close.

The hall lantern will be inoperative should the car be operating under a condition where hall calls are bypassed by the car.

The lobby floor lantern will be used as a display lantern and illuminate only if a car is selected as the next car to dispatch. Gong operation will be in compliance with code requirements.

### **Gongs/Chimes – All Elevators**

New hall lantern chimes and gongs will be provided to agree with ADA requirements.

### **Braille on Jambs – All Elevators**

Existing Braille plates will be replaced with new Braille plates on each entrance side jamb in a manner compliant with ADA regulations.

### **Status Panel – All Elevators (Shared)**

A new elevator status panel will be provided. The status panel will display the following:

- a. Floor Position
- b. Car Direction
- c. Car Status
- d. Car Number

### **Ventilation – All Elevators**

The existing cab ventilation (i.e. exhaust fans) will be replaced.

### **Car Sill – All Elevators**

The existing aluminum car sill will be reused.

### **Paint Machine Room**

At the conclusion of the modernization project, all equipment shall be cleaned, primed and painted with one field coat of Schindler Elevator's standard color paint. Each machine room floor shall be painted in "Battleship Grey" or similar.

## **Related Work**

Schindler shall provide the following scope of work in order to provide a turnkey modernization project:

### **Electrical (Jolamar Corp. – subcontractor)**

1. Provide and install (8) new LED hanging fixtures in (4) elevator machine rooms.
2. Provide and install (1) new LED light in (4) main elevator pits and re-wire lights to all come on with one switch.
3. Provide and install (16) new mainline and (16) cab light disconnect switches, including new feeder wire.
4. Disconnect and re-connect wiring between controllers and old motors and new motors.
5. Provide and install new EMT conduit and or flex with back boxes for (25) new smoke detectors in elevator lobbies. (No wiring, devices or terminations)

### **Fire Alarm (Johnson Controls Inc. – subcontractor)**

1. Add new addressable smoke detectors in the areas which include the floor landings in front of all 4 elevator banks.
2. Replace the existing old smoke detectors in the tops of the elevator shafts with new smoke detectors in those same locations.
3. Provide new addressable control relays in the Elevator machine rooms for Fire alarm controls for each shaft where the elevator cabs are located.
4. Provide required sealed shop drawings and permits for the fire alarm work being performed.
5. Provide and install all wire and cable required to add the devices as noted above.

### **By Owner**

1. Confirm / provide fire extinguisher in each elevator machine room.
2. Confirm function of existing telephone line in each elevator machine room.
3. Confirm proper function of HVAC system in each elevator machine room (to be retained).

## Terms and Conditions

1. Our price for the work proposed is **\$3,599,951.00 including the payment and performance bond premium for the duration of the project**. This price is firm for 90 days, and thereafter subject to change without notice. Alternate price options are outlined on page 19 of this proposal. The price of the bond premium included is \$16,974.00.

You agree to the following payment schedule:

- Engineering: 15%
- Completion of Electrical and Fire Alarm Work: 10%
- Material Delivery: 50% (3.125% per per elevator delivered and cab completed)
- Labor Progression: 15%
- Elevator Turnover (per unit): 10%

Any late or overdue payments will bear interest at the rate of 1/2% per month.

We cannot release equipment for manufacturing until the above engineering payment is made. We cannot turn over the final elevator in each bank until the project payment for each bank reaches 90%.

2. The price quoted in Article 1 above is based upon all the work being performed during our regular working hours of regular working days.
3. It is also understood and agreed that we shall not be liable for the condition, design, application or compliance with acceptable codes of any equipment not furnished under this Agreement or for the omission of any work or equipment not covered by this Agreement. We reserve the right to remove and retain all equipment that has been replaced or new materials not used in construction.
4. Schindler reserves the right to furnish its most modern of equipment and no statements contained in this contract are to make it obligatory for us to furnish equipment, the design of which has been discontinued or supplanted by new standards or codes.
5. All previous communication between us, whether written or verbal, with reference to the subject matter of this Agreement, is hereby abrogated, and this contract when duly accepted and approved constitutes the agreement between us, and no modification of this agreement shall be binding upon the Purchaser or Schindler, or either of us, unless such modification shall be in writing, duly accepted by the Purchaser and approved by Schindler. The contract date shall be the date of approval by the Owner.
6. The Purchaser is to provide suitable connections from the power mains to the controller, together with any cutouts, line switches, phase reversal or lightning arresters, and any other such components as that may be necessary to meet purchaser and/ or local code requirements.
7. Any changes in the building required to meet any local or state building or electrical codes are to be made by the Purchaser. Any cutting or patching necessary for the installation of equipment furnished under this contract shall be done by the Purchaser. Schindler shall not under any circumstances be liable for any redecorating that may be necessary upon the completion of its work. No work or service other than that specifically mentioned herein is included or intended. Such work by others must be coordinated by Purchase with Schindler in order to avoid delays to Schindler's work.
8. Schindler shall not be responsible or liable for any loss, damage, detention or delay caused by labor trouble, strikes, lockouts, fire, explosion, theft, lightning, windstorm, earthquake, floods, storms, riot, civil commotion, malicious mischief, embargoes, shortages or materials or workmen, unavailability of material from usual sources, Government priorities or requests or demands of the National Defense Program, civil or military authority, war, insurrection, failure to act on the part of the Purchaser's or Schindler's suppliers, orders or instructions of any federal, state or municipal government or any department or agency thereof, Act of God, or by any cause whatsoever beyond its reasonable control. Dates for the performance or completion of work shall be extended to the extent of such delays.

9. Schindler guarantees that the equipment furnished hereunder will comply with the foregoing specifications, and all applicable federal, state and local laws, codes, ordinances, and regulations, and if promptly notified in writing will, at our expense, correct any defects in such equipment occurring within one year from the date of completion or acceptance whichever occurs first, which are not due to ordinary wear and tear or improper use, care or maintenance. The correction of such defects constitutes the limit of our responsibility. THERE ARE NO OTHER WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, OTHER THAN OF TITLE. The equipment installed under this agreement requires maintenance service, such as periodic examinations, lubrication and adjustment by competent elevator mechanics. Our guarantee is not intended to supplant this normal servicing of the equipment and it is not to be construed that we will provide free maintenance service of this type, except as may be provided under other provisions of the contract, or that we will correct, without charge, breakage, maladjustment or other troubles occurring as a result of improper or inadequate maintenance.
10. We will defend any suit or proceeding brought against you so far as based on a claim that any equipment, or any part thereof, furnished under this contract constitutes an infringement of any patent of the United States, provided that such equipment or part is not supplied according to your design, and it is used as sold by us, if notified promptly in writing and given authority, information and assistance (at our expense) for the defense of same, and we shall pay all damages and costs awarded therein against you. In case said equipment or any part thereof is in such suit held to constitute infringement and the use of said equipment or part is enjoined, we shall at our own expense either: procure for you the right to continue using said equipment or part; or replace same with non-infringing equipment; or modify it so it becomes non-infringing; or remove said equipment and refund the purchase price and the transportation and installation costs thereof. The foregoing states our entire liability for patent infringement by said equipment or any part thereof.
11. Purchaser will have the hoistways and machine room in safe and proper condition and the proper electrical current available as indicated on our attached schedule. Purchaser will also provide adequate access for delivery and a dry protected place for storage of equipment. If storage constraints force double handling of equipment, we will be compensated by you for all additional costs for labor and materials to overcome such obstacles at our standard billing rate. If the locations where the work is to be performed are not ready or are unsafe, we reserve the right not to begin or to discontinue the work. If adequate storage is not available, we will be compensated for all storage costs, as well as costs for demobilization and remobilization if necessary.
12. In the event the Agreement between Purchaser and Schindler is cancelled Schindler will provide its standard turnover materials, including wiring diagrams, owner's and operating manuals, parts and repair manuals, warranty, keys, and maintenance control plan. Schindler will remove any SIM cards, Schindler Remote Monitoring (SRM) equipment, proprietary manuals, adjustment manuals, spare parts, tools, and spare parts cabinets.
13. If there are any conflicts with the above Terms and Conditions and the Contract's Terms and Conditions, the Contract's Terms and Conditions shall apply.

## **Alternate Scope Options**

### **Alternate #1:**

In lieu of retaining / refurbishing the existing Hollister Whitney Geared Traction machines, we will replace the geared machines with new Schindler FMM-200 modular gearless machines, including:

- FMM-200 gearless machine cassette
- FMM-200 gearless machine frame, guards, STM shackles, and load-weigh cells
- Blocking beam assemblies
- Suspension Traction Media (qty. 5, per preliminary engineering)
- Remove Rope Gripper (not required due to machine dual-brake)

**Alternate #1 Price: \$0.00 add to base proposal price**

**Alternate #1 Accept: \_\_\_\_\_      Alternate #1 Decline: \_\_\_\_\_ (initial chosen option)**

Subject **Schindler Elevator Modernization Proposal - MSVN-9NCRUB**

Page 18 of 18

Date 11/22/2019

## Schindler Elevator Corporation

By: **Marc Svendsen**

*Marc Svendsen*

(Signature)

Accepted: \_\_\_\_\_  
(Full legal name of Purchaser)

By: \_\_\_\_\_  
(Signature) (Title)

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

∇ Principal or Owner

∇ Agent for Principal or Owner: \_\_\_\_\_  
(Name of Principal or Owner)

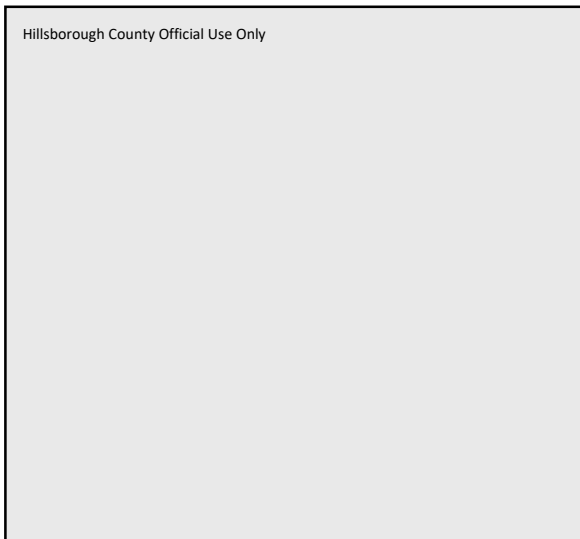
Approved: **Schindler Elevator Corporation**

By:

\_\_\_\_\_  
(Signature)

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

SECTION 00610  
COMMON LAW PERFORMANCE BOND



BOND NO. \_\_\_\_\_

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

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

BY THIS BOND, \_\_\_\_\_, whose principal business address is \_\_\_\_\_, business phone number is \_\_\_\_\_ as Principal, hereinafter "Contractor", and \_\_\_\_\_, whose principal business address is \_\_\_\_\_, business phone number is \_\_\_\_\_ as Surety, hereinafter "Surety", are held and firmly bound to the Hillsborough County Aviation Authority, whose principal address is P.O. Box 22287, Tampa, Florida 33622, business phone number is (813) 870-8700, as Obligee, hereinafter "Owner", in the amount of Four Million Seven Hundred Twenty Four Thousand Nine Hundred Fifty One and No One Hundredths Dollars (U.S.) (\$4,724,951.00) for the payment of which Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, as provided herein.

WHEREAS, Contractor has by written Contract dated December 5, 2019 entered into an agreement with Owner for **AUTHORITY PROJECT NUMBER 6685 20, LONG TERM PARKING GARAGE ELEVATOR REHABILITATION AT TAMPA INTERNATIONAL AIRPORT** to perform in accordance with the Contract, and the Contract Documents incorporated by reference in the Contract or otherwise. The Contract is incorporated by reference into this Performance Bond, hereinafter "Bond".

It is the condition of this Bond that if the Contractor performs its Contract obligations (the "Work"), then the Surety's obligations under this Bond are null and void; otherwise the Surety's obligations will remain in full force and effect.

The Contractor will perform, carry out and abide by all the terms, conditions and provisions of the Contract and complete the Work in accordance with its terms. If the Contractor fails to perform its Contract obligations, it will be the duty of the Surety to promptly assume responsibility for performance of the Contract including but not limited to completion of the Work. The Surety must and does hereby agree to indemnify the Owner and hold it harmless of, from and against any and all liability, loss, cost, damage, expense, attorney fees, including appellate proceedings, engineering and architectural fees or other professional services which the Owner may incur or which may accrue or be imposed upon the Owner by reason of any negligence, default, breach or misconduct on the part of the Contractor, Contractor's agents, servants, subcontractors or employees, in, about, or on account of the Work or performance of the Contract. Surety will be required to repay and reimburse the Owner, promptly upon demand, all sums of money including, but not limited to, attorney, architect, engineer and any other professional fees reasonably paid out or expended by the Owner on account of the failure or refusal of the Contractor to carry out, perform, or comply with any of the terms, conditions or provisions of the Contract including, but not limited to, the guarantee of the Work and materials furnished under the Contract for the time specified in the Contract.



The Surety hereby stipulates and agrees that any modification, omission, or addition, in or to the terms of the Contract, including the Contract Documents, will not affect the obligation of the Surety under this Bond.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CONTRACTOR MUST INDICATE WHETHER CORPORATION, PARTNERSHIP, COMPANY, (OR INDIVIDUAL). THE PERSON SIGNING FOR THE CONTRACTOR WILL SIGN HIS/HER OWN NAME AND SIGN CORPORATE TITLE. WHEN THE PERSON SIGNING FOR A CORPORATION IS OTHER THAN THE PRESIDENT OR VICE PRESIDENT, HE/SHE MUST FURNISH A CORPORATE RESOLUTION SHOWING HIS/HER AUTHORITY TO BIND THE CORPORATION.

(Affix Contractor's Corporate Seal)

_____	By: _____
Name of Contractor	(Signature)
Type Name and Title Below:	Address: _____
_____	_____
_____	Telephone Number Fax Number

(Affix Surety's Corporate Seal)

_____	_____
Name of Surety	
By: _____	By: _____
Attorney in Fact for Surety (Signature)	Florida Licensed Agent (Signature)
Type name of Attorney in Fact: _____	Type name of Fla. Licensed Agent: _____
Attorney in Fact Address: _____	License Number _____
Attorney in Fact Address: _____	Agent Address: _____
_____	_____
_____	_____
Telephone Number Fax Number	Telephone Number Fax Number

(ATTACH "SURETY'S BOND AFFIDAVIT" ON COPY OF FORM BOUND IN THESE SPECIFICATIONS).  
(ATTACH "POWER OF ATTORNEY" FOR SURETY COMPANY REPRESENTATIVE).

Hillsborough County Aviation Authority

THE FOREGOING BOND IS HEREBY APPROVED FOR LEGAL SUFFICIENCY:

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

Michael Kamprath, Assistant General Counsel

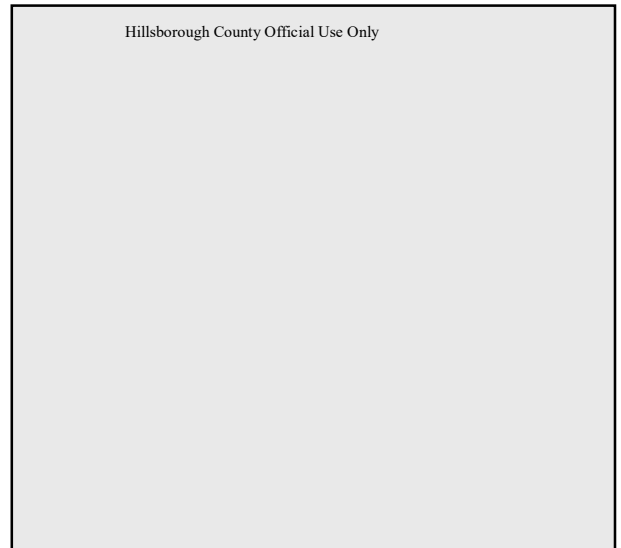
**THIS BOND MUST BE RECORDED IN THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY FLORIDA PRIOR TO COMMENCING ANY WORK UNDER THE CONTRACT.**

SECTION 00620  
STATUTORY PAYMENT BOND

BOND NO. \_\_\_\_\_

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

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



BY THIS BOND, \_\_\_\_\_, whose principal business address is \_\_\_\_\_  
\_\_\_\_\_, business phone number is \_\_\_\_\_ as  
Principal, hereinafter "Contractor", and \_\_\_\_\_, whose principal business  
address is \_\_\_\_\_  
\_\_\_\_\_, business phone number is \_\_\_\_\_ as Surety,  
hereinafter "Surety", are held and firmly bound to the Hillsborough County Aviation Authority, whose  
principal business address is P.O. Box 22287, Tampa, Florida 33622, business phone number is (813) 870-  
8700, as Obligee, hereinafter "Owner", in the amount of Four Million Seven Hundred Twenty Four  
Thousand Nine Hundred Fifty One and No One Hundredths Dollars (U.S.) (\$4,724,951.00) for the payment  
of which Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and  
assigns, jointly and severally, as provided herein.

THE CONDITION OF THIS BOND is that if Contractor:

1. Performs the Contract dated December 5, 2019, between Contractor and Owner for **AUTHORITY PROJECT NUMBER 6685 20, Long Term Parking Garage Elevator Rehabilitation at TAMPA INTERNATIONAL AIRPORT**, the Contract being made a part of this Bond by reference, at the times and in the manner prescribed in the Contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Contractor with labor, materials, or supplies, used directly or indirectly by Contractor in the prosecution of the work provided for in the Contract; and
3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Contractor under the Contract; and
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this Bond is void; otherwise it remains in full force.

Any action instituted by claimant under this Bond for payment must be in accordance with the notice and time limitation provisions in Sections 255.05(2) and (10), Florida Statutes.

SECTION 00620  
STATUTORY PAYMENT BOND

Any changes in or under the Contract Documents and compliance or non-compliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this Bond.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

CONTRACTOR MUST INDICATE WHETHER CORPORATION, PARTNERSHIP, COMPANY, (OR INDIVIDUAL). THE PERSON SIGNING FOR THE CONTRACTOR WILL SIGN HIS/HER OWN NAME AND SIGN CORPORATE TITLE. WHEN THE PERSON SIGNING FOR A CORPORATION IS OTHER THAN THE PRESIDENT OR VICE PRESIDENT, HE/SHE MUST FURNISH A CORPORATE RESOLUTION SHOWING HIS/HER AUTHORITY TO BIND THE CORPORATION.

(Affix Contractor's Corporate Seal)

_____	By: _____
Name of Contractor	(Signature)
Type Name and Title Below:	Address: _____
_____	_____
_____	_____
Telephone Number	Fax Number

(Affix Surety's Corporate Seal)

_____	_____
Name of Surety	
By: _____	By: _____
Attorney in Fact for Surety (Signature)	Florida Licensed Agent (Signature)
Type name of Attorney in Fact: _____	Type name of Fla. Licensed Agent: _____
Attorney in Fact Address: _____	License Number: _____
_____	Agent Address: _____
_____	_____
Telephone Number	Fax Number
_____	_____
Telephone Number	Fax Number

(ATTACH "SURETY'S BOND AFFIDAVIT" ON COPY OF FORM BOUND IN THESE SPECIFICATIONS).  
(ATTACH "POWER OF ATTORNEY" FOR SURETY COMPANY REPRESENTATIVE).

Hillsborough County Aviation Authority

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

THE FOREGOING BOND IS HEREBY APPROVED FOR LEGAL SUFFICIENCY:

By: \_\_\_\_\_  
Michael Kamprath, Assistant General Counsel

**THIS BOND MUST BE RECORDED IN THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY FLORIDA PRIOR TO COMMENCING ANY WORK UNDER THE CONTRACT.**

TPA Long Term Parking Garage Elevator Rehabilitation

SECTION 00620  
STATUTORY PAYMENT BOND

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned authority, personally appeared \_\_\_\_\_,  
who being duly sworn, deposes and says that they are a duly authorized Florida agent, properly licensed  
under the laws of the State of Florida, to represent \_\_\_\_\_,  
a company authorized to make corporate surety bonds under the laws of the State of Florida (the "Surety").

Said \_\_\_\_\_ further certifies that as agent for the said Surety,  
they have countersigned the attached Bond as the Florida Licensed Agent in the sum of Four Million Seven  
Hundred Twenty Four Thousand Nine Hundred Fifty One and No One Hundredths Dollars (U.S.)  
(\$4,724,951.00) on behalf of \_\_\_\_\_ to the **HILLSBOROUGH COUNTY AVIATION  
AUTHORITY** covering the **PROJECT NUMBER 6685 20, LONG TERM PARKING GARAGE ELEVATOR  
REHABILITATION AT TAMPA INTERNATIONAL AIRPORT.**

Said \_\_\_\_\_ further certifies that the premium on the said Bonds is  
\_\_\_\_\_, which will be paid in full directly to  
them as agent and included in their regular accounts to the said Surety, and that they will receive their  
regular commission as agent for the execution of said Bond and that their commission will not be divided  
with anyone except to \_\_\_\_\_, who is a duly authorized insurance agent properly  
licensed under the laws of the State of Florida.

SIGNED:

By: \_\_\_\_\_  
Florida Licensed Insurance Agent (Signature)

Type Name or Agent Below:  
\_\_\_\_\_

Address of Agent: \_\_\_\_\_  
\_\_\_\_\_

Telephone Number: \_\_\_\_\_

FAX Number: \_\_\_\_\_

Florida License Number: \_\_\_\_\_

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

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_  
2016, by \_\_\_\_\_ who is personally known to me or who has produced the following  
identification \_\_\_\_\_, and who did/did not take an oath.

\_\_\_\_\_  
Signature of Notary

END OF SECTION

SECTION 00650 - INSURANCE REQUIREMENTS

PART 1 - GENERAL CONDITIONS

1.01 INSURANCE COVERAGE AND LIMITS

A. Contractor agrees to provide its full limits for every policy specified herein, without restriction or reduction, and shall require the same of all of its contractors, subcontractors, consultants, and subconsultants at each tier. To the extent that there is any exclusion, deficiency, reduction, or gap in a policy, the Contractor agrees to remain responsible and obligated to make the Authority whole as if the Contractor and all of its contractors, subcontractors, consultants, and subconsultants at each tier fully met the insurance requirements of the contract. Every policy shall be maintained without interruption or amendment throughout the life of this Contract and for any period of extension described herein. In the event the Contractor becomes in default of any requirements the Owner reserves the right to take whatever actions deemed necessary to protect its interests. The Contractor shall require every policy, other than Workers' Compensation, Employer's Liability and Professional Liability, to be endorsed to include the Owner, members of the Owner's governing body, and the Owner's officers, volunteers, agents, volunteers and its employees as well as the State of Florida, Department of Transportation, including the Department's officers and its employees as additional insureds. There shall be no language in any policy, endorsement, or exclusion that reduces or limits recovery to any amount less than the full policy limits. The Contractor will submit evidence that it and all subcontractors, consultants, and subconsultants at each tier has complied with this provision to the Owner before any work or service commences under this contract. Such evidence shall describe the full policy limits along with any deductible, retentions, attachment point, and any deviation from a fully insured program.

1. Workers' Compensation/Employer's Liability:

The Contractor shall not allow its coverage or that of any of its contractors, subcontractors, consultants, or subconsultants at each tier to drop below or become encumbered below the following minimum limits of insurance:

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

It is the responsibility of the Contractor to ensure that all entities and person(s) working for or behalf of itself or any subcontractor, subconsultant, independent contractor, sole proprietorship, partner, "leased employee", person obtained through a professional employer organization ("PEO's"), operator, and any personnel obtained under an agreement, including equipment rental agreements have Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law.

2. Commercial General Liability:

The Contractor will maintain and ensure that all contractors, subcontractors, consultants, and subconsultants at each tier has Commercial General Liability insurance providing continuous coverage for all liability resulting out of, or in

connection with, any ongoing operations performed by, including the use or occupancy of Owner premises, or on behalf of the Contractor under this Contract. The insurance required under this contract shall be the full policy limits without reduction or limitation.

The limits of coverage required shall apply fully to the work or operations performed under this Contract and may not be shared with or diminished by claims unrelated to this Contract. The coverage cannot contain any deductible, retention or self-insurance without prior approval of the Owner and must clearly identify any such deductible, retention or other than a fully insured plan. Any deductible, retention, or self-insurance will be the responsibility of and paid by the First Named Insured and not by the Owner.

Such coverage shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. It is to be written on an "occurrence" basis and shall include Products/Completed Operations coverage on a form no more restrictive than ISO Form CG 00 01 10 01. Additional insured coverage shall be provided on a form no more restrictive than ISO Form CG 20 10 10 01 and CG 20 37 10 01. The policy or policies shall not include a Contractual Liability Limitation (ISO CG 21 39), a Limitation of Coverage to Designated Premises or Project (CG 21 44), or any endorsement that similarity restricts or limits coverage to the Owner. The Contractor shall not allow its coverage or that of any of its contractors, subcontractors, consultants, or subconsultants at each tier to drop below or become encumbered below the following minimum limits of insurance:

	Contract Specific
General Aggregate	\$5,000,000
Each Occurrence	\$5,000,000
Personal and Advertising Injury Each Occurrence	\$5,000,000
Products/Completed Operations Aggregate	\$5,000,000

3. Business Auto Liability:

The Contractor agrees to provide its full policy limits for commercial auto coverage, without restriction or reduction, on all owned, hired and non-owned vehicles and shall require the same of all contractors, subcontractors, consultants, and subconsultants at each tier. Coverage shall be provided on a form no more restrictive than ISO Form CA 00 01. The Contractor shall not allow its coverage or that of any of its contractors, subcontractors, consultants, or subconsultants at each tier to drop below or become encumbered below the following minimum limits of insurance:

Each Occurrence - Bodily Injury and Property Damage Combined	\$1,000,000
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4. Builders Risk Coverage:

N/A

5. Environmental Impairment (Pollution) Liability:

N/A

Utility and Railroad Protective Liability

When work performed under this Contract is on or in the vicinity of utility-owned property or facilities the utility shall also be listed as an additional insured along with the Owner and State of Florida, Department of Transportation in the manner as described herein.

If the work performed is on or in the vicinity of a railroad right-of-way, including any encroachments thereon from such work or operations, the entities and persons involved shall require, procure, and maintain Railroad Protective Liability Coverage. Such coverage shall be no more restrictive than that provided by the latest occurrence form edition of the Railroad Protective Liability Coverage (ISO Form CG 00 35) as filed for use in the State of Florida.

Contractor agrees to provide its full policy limits for any Utility or Railroad, without restriction or reduction, and shall require the same of all of its contractors, subcontractors, consultants, and subconsultants at each tier. The Contractor shall not allow its coverage or that of any of its contractors, subcontractors, consultants, or subconsultants at each tier required to have this coverage to drop below or become encumbered below \$2,000,000 combined single limit for bodily injury and/or property damage for each occurrence or have an annual aggregate of less than a \$6,000,000, inclusive of amounts provided by an umbrella or excess policy.

The coverage shall include the railroad and utility along with the Owner and State of Florida, Department of Transportation as additional insureds in the manner as described herein.

CONTRACTUAL INSURANCE TERMS AND CONDITIONS

This Section incorporates the Owner's Standard Procedure S250.66 and establishes the insurance terms and conditions associated with contractual insurance requirements. This Section is applicable to all Contractors with Authority contracts including every contractor, subcontractor, consultant, and subconsultant at each tier. Unless otherwise provided herein, any exceptions to the following conditions or changes to required coverages or coverage limits must have prior written approval from the Owner.

INSURANCE COVERAGE:

A. Procurement of Coverage:

With respect to each of the required coverages, the Contractor will, at the Contractor's expense, procure, maintain and keep in force in no lesser amount and type of insurance conforming to the minimum requirements set forth in the Contract. The Contractor shall further require that all contractors, subcontractors, consultants, and subconsultants at each tier satisfy and meet the all



requirements of this Contract and Owner's Standard Procedure S250.66. All Coverage will be provided by insurance companies eligible to do business in the State of Florida and having an AM best rating of A- or better and a financial size category of VII or better. Utilization of non-rated companies, companies with AM Best ratings lower than A- or a financial size category lower than VII must be submitted for approval prior to use. Such insurance will be no more restrictive than is required by this Contract. The Owner retains the right to approve or disapprove the use of program but in all cases the coverage, policy, or program should not be more restrictive than the latest edition of the Form filed for use in the State of Florida by the Insurance Services Office (ISO), without restrictive endorsements.

B. Term of Coverage:

Except as otherwise specified in the contract, the insurance will commence on or prior to the effective date of the Contract and will be maintained in force throughout the duration of the Contract and for any period of extension described herein. If a policy is written on a claims-made form, the retroactive date must be shown and this date must be before the earlier of the date of the execution of the Contract or the beginning of contract work, and the coverage must respond to all claims reported within three years following the period for which coverage is required unless a longer period of time is otherwise stated in the Contract.

C. Reduction of Aggregate Limits:

If the general or aggregate limit for any policy is exhausted, the Contractor and all of its contractors, subcontractors, consultants, and subconsultants at each tier will immediately take all possible steps to have it fully reinstated. The Commercial General Liability policies and any other policy that can be so endorsed shall include a per policy endorsement providing that the limits of such insurance specified in the Contract shall apply solely to the work under the Contract without erosion of such limits by other claims or occurrences.

1. Cancellation Notice

Each insurance policy will be specifically endorsed to require the insurer to provide the Owner written notice within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The endorsement will specify that such notice will be sent to:

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

D. No waiver by approval/disapproval:

The Owner accepts no responsibility for determining whether the Contractor or any contractor, subcontractor, consultant, or subconsultant at each tier is in full compliance with the insurance and coverage required by this Contract. The Owner's or State of Florida, Department of Transportation's approval or failure to disapprove any policy, coverage, or ACORD Certificate does not relieve or excuse any obligation to procure and maintain the insurance required herein, nor does it serve as a waiver of any rights or defenses the Owner or Department may have. To the extent that there is any exclusion, deficiency, reduction, or gap in a policy, the Contractor agrees to remain responsible and obligated to

make the Authority whole as if the Contractor and all of its contractors, subcontractors, consultants, and subconsultants at each tier fully met the insurance requirements of the contract.

E. Future Modifications – Changes in Circumstances:

1. Changes in Coverage and Required Limits of Insurance

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

If in the opinion of the Owner compliance with the insurance requirements is not commercially practicable for the Contractor, at the written request of the Contractor, the Owner may, at its sole discretion and subject to any conditions it deems appropriate, relax or temporarily suspend, in whole or in part, the insurance requirements which would otherwise apply to the Contractor. Any such modification will be subject to the prior written approval of the Owner, and subject to the conditions of such approval.

The Contractor is responsible for verifying and monitoring the insurance coverage and policies of all contractors, subcontractors, consultants, and subconsultants at each tier to ensure compliance during the entire Contract and for any period of coverage extension described herein. Any circumstances that merit a change in such coverage or the minimum limits of insurance required or the requirements become commercially practicable for any contractor, subcontractor, consultant, or subconsultant at each tier then the Contractor will address those in the same manner as described above.

F. Proof of Insurance – Insurance Certificate:

1. Prior to Work, Use or Occupancy of Owner’s Premises

The Contractor, its contractors, subcontractors, consultants, and subconsultants at each tier will not use or occupy Owner’s premises in connection with the Contract until the required insurance is in force, preliminary evidence of insurance acceptable to the Owner has been provided to the Owner and the Owner has granted permission to the Contractor to commence work or use or occupy the premises in connection with the Contract. The Contractor will certify that it is in compliance to Owner and will verify that all contractors, subcontractors, consultants, and subconsultants at each tier are and remain in compliance.

2. Proof of Insurance Coverage

As preliminary evidence of compliance with the insurance required by the Contract, the Contractor will furnish the Owner with an ACORD Certificate of Liability Insurance reflecting the required coverage

described herein and it shall be provided prior to the execution of the Contract, and prior to all renewal periods which occur before final acceptance of the work. Written notice must be provided to the Owner, State of Florida, Department of Transportation, and all other additional Insureds required by this Contract within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein.

The ACORD Certificate of Liability Insurance must:

- a. Be signed by an authorized representative of the insurer. Contractor shall furnish the entity with endorsements effecting coverage as required by this Article. The endorsements are to be signed by a person authorized by insurer to bind the coverage on its behalf. If requested by the Owner, the Contractor will, within 30 days after receipt of written request from the Owner, provide the Owner, or make available for review, a certified complete copy of the policies of insurance. The Contractor may redact those portions of the insurance policies that are not relevant to the coverage required by the Contract. The Contractor will provide the Owner with renewal or replacement evidence of insurance, acceptable to the Owner, prior to expiration or termination of such insurance.
- b. State that: "Hillsborough County Aviation Authority, members of the Authority's governing body and the Authority's officers, volunteers, and its employees, as well as the State of Florida, Department of Transportation, including the Department's officers and its employees are additional insureds for the coverages required by all policies as described above other than workers compensation and professional liability."
- c. the insurers for all policies have waived their subrogation rights against the Owner, the State of Florida, Department of Transportation, and name any railroads and utilities as described in the Contract;
- b. Indicate that the certificate has been issued in connection with the Contract;
- c. Indicate the amount of any deductible or self-insured retention applicable to all coverages;
- d. Identify the name and address of the additional insured as:  

Hillsborough County Aviation Authority  
Attn.: Chief Executive Officer  
Tampa International Airport  
Post Office Box 22287  
Tampa, Florida 33622;  
and
- e. Be signed and dated using approved methods by an individual who is an authorized representative of each insurer whose insurance is the subject of the certificate and who is authorized by each such insurer to issue the certificate of insurance as modified. Facsimile signatures are acceptable.

The Owner's or State of Florida, Department of Transportation's approval or failure to disapprove any policy, coverage, form, or ACORD Certificate does not relieve or excuse any obligation to procure and

maintain the insurance required herein, nor does it serve as a waiver of any rights or defenses the Owner or Department may have. This provision shall apply to the Contractor and to every contractor, subcontractor, consultant, and subconsultant at each tier.

If requested by the Owner, the Contractor will, within 15 days after receipt of written request from the Owner, provide the Owner, or make available for review, a certified complete copy of the policies of insurance. The Contractor may redact those portions of the insurance policies that are not relevant to the coverage required by the Contract. The Contractor will provide the Owner with renewal or replacement evidence of insurance, acceptable to the Owner, prior to expiration or termination of such insurance.

G. Deductibles, Self-Insurance, Alternative Risk or Insurance Programs:

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

H. Contractor's Insurance Primary:

The insurance required by this Contract will apply on a primary and noncontributory basis. The Contractor will ensure that it and all contractors, subcontractors, consultants, and subconsultants at each tier are and remain in compliance with this provision. Any insurance maintained by the Owner will be excess and will not contribute to the insurance provided by or on behalf of the Contractor.

I. Applicable Law:

With respect to any contract entered into by the Owner with a value exceeding \$10,000,000, if any required policy or program is: (i) issued to a policyholder outside of Florida or (ii) contains a "choice of law" or similar provision stating that the law of any state other than Florida shall govern disputes concerning the policy, then such policy or program must be endorsed so that Florida law (including but not limited to Part II of Chapter 627 of the Florida Statutes) will govern any and all disputes concerning the policy or program in connection with claims arising out of work performed pursuant to the Contract.

The Contractor will ensure that all contractors, subcontractors, consultants, and subconsultants at each

tier are contractually bound and remain in compliance with this provision.

J. Waiver of Subrogation:

The Contractor, for itself and on behalf of its insurers, to the fullest extent permitted by law without voiding the insurance required by the Contract, waives all rights against the Owner, members of the Owner's governing body and the Owner's officers, volunteers and its employees, as well as the State of Florida, Department of Transportation, including the Department's officers and its employees for damages or loss to the extent covered and paid for by any insurance maintained by the Contractor. The Contractor shall further require that all contractors, subcontractors, consultants, and subconsultants at each tier include the following in every contract and on each policy the following:

"Hillsborough County Aviation Authority, members of the Authority's governing body and the Authority's officers, volunteers, and its employees, as well as the State of Florida, Department of Transportation, including the Department's officers and its employees are additional insureds for the coverages required by all policies as described above other than workers compensation and professional liability."

K. Contractor's Failure to Comply with Insurance Requirements:

1. Owner's Right to Procure Replacement Insurance

If, after the inception of this Contract, the Contractor or any of its contractors, subcontractors, consultants, or subconsultants fails to fully comply with the insurance requirements of the Contract, in addition to and not in lieu of any other remedy available to the Owner provided by the Contract, the Owner may, at its sole discretion, procure and maintain on behalf of the Contractor, insurance which provides, in whole or in part, the required insurance.

2. Replacement Coverage at Sole Expense of Contractor

The entire cost of any insurance procured by the Owner pursuant to this section will be paid by the Contractor. At the option of the Owner, the Contractor will either directly pay the entire cost of the insurance or immediately reimburse the Owner for any costs incurred by the Owner, including all premiums, fees, taxes, and 15% for the cost of administration.

a. Contractor to Remain Fully Liable

The Contractor agrees to remain fully liable for full compliance with the insurance requirements in the Contract and shall require the same of all of its contractors, subcontractors, consultants, and subconsultants at each tier. To the extent that there is any exclusion, deficiency, reduction, or gap in a policy, the Contractor agrees to remain responsible and obligated to make the Authority whole as if the Contractor and all of its contractors, subcontractors, consultants, and subconsultants at each tier fully met the insurance requirements of the contract.

b. Owner's Right to Terminate, Modify, or Not Procure

Any insurance procured by the Owner pursuant to this section is solely for the Owner's benefit and is not intended to replace or supplement any insurance coverage which otherwise would have been maintained by the Contractor or by any of its contractors, subcontractors, consultants, or subconsultants at each tier. Owner is not obligated to procure any insurance pursuant to these requirements and retains the right, at its sole

discretion, to terminate or modify any such insurance which might be procured by the Owner pursuant to this section.

END OF SECTION

## SECTION 00700 – GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

### PART 1 – GENERAL CONDITIONS

#### 1.01 BASIC DEFINITIONS

##### A. THE CONTRACT DOCUMENTS

The Contract Documents consist of:

1. The Project Manual containing the Bidding Documents, Bonds, Affidavits, Compliance Forms, Statements, Insurance Requirements and Documents, the Contract between Owner and Contractor (herein referred to as the Contract), Conditions of the Contract (General Conditions), General Requirements and other Requirements, Reports, and Specifications.
2. The Drawings are the graphic and pictorial portions of the Contract Documents, wherever located and whenever issued, to the extent approved by Owner, showing the design, location and dimensions of the Work, and generally include plans, elevations, sections, details, models, electronic data, Building Information Modeling (BIM) schedules and diagrams.
3. All Addenda issued prior to, and all Modifications issued after, execution of the Contract.
4. A Modification is a written amendment to the Contract signed by both parties, or a Change Order, work order or written order for a minor change in the Work issued by the Owner.

##### B. THE CONTRACT

1. The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The parties will not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein.
2. No changes, amendments or modifications of any of the terms or conditions of the Contract will be valid unless reduced to writing and signed by both parties. The Contract may be amended or modified only by a Modification. 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. General Requirements will govern over General Conditions.
  - 2. General Conditions will govern over Technical Specifications.
  - 3. Technical Specifications will govern over Drawings.
  - 4. Schedules will govern over Drawings.
  - 5. Large-scale Drawings will govern over smaller scale Drawings.
  - 6. Greater quantities will govern over lesser.
  - 7. Higher quality, as adjudged by the Owner, will govern over lesser.

**(The above precedence are in numerical order and they will be construed to mean the order of precedence.)**

- H. All indications or notations which apply to one of a number of similar situations, materials or processes will be deemed to apply to all such situations, materials or processes wherever they appear in the Work, except where a contrary result is clearly indicated by the Contract Documents.
- I. Where codes, standards, requirements and publications of public and private bodies are referred to in the Specifications, references will be understood to be the latest edition, including all amendments thereto, in effect on the date of receiving bids, except where otherwise indicated.
- J. Where no explicit quality or standards for materials or workmanship are established for Work, such Work is to be of good quality for the intended use and consistent with the quality of the surrounding Work and of the construction of the Project generally.
- K. All manufactured articles, materials, and equipment will be applied, installed, connected, erected, started up, tested, cleaned, and conditioned in accordance with the manufacturer's written or printed directions and instructions unless otherwise indicated in the Contract Documents.
- L. The Mechanical, Electrical and Fire Protection Drawings are diagrammatic only and are not intended to show the alignment, exact physical locations or configurations of such Work. Such Work will be installed, without additional cost to the Owner, to clear all obstructions, permit proper clearances for the Work of other trades, and present an orderly appearance where exposed. Prior to beginning such Work, the Contractor will prepare coordination drawings and complete detailed layout drawings showing the exact alignment, physical location and configuration of the mechanical, electrical and fire protection installations and demonstrating to the Owner's satisfaction that the installations will comply with the preceding sentence. Coordination drawings and complete detailed layout drawings will be submitted to the for Owner's review prior to the commencement of the Work.
- M. Exact locations of fixtures and outlets will be obtained from the Owner as provided in Subparagraph 3.02 E. before the Work is roughed in. Work installed without such information from the Owner will be relocated at the Contractor's expense.
- N. Test boring or soil test information included with the Contract Documents or otherwise made available to the Contractor was obtained by the Owner in the design of the Project or Work. The Owner does not warrant such information to the Contractor as an accurate (an exact) indication but is an approximate indication of subsurface conditions, and no claim for extra cost or extension of time resulting from reliance by the Contractor on such information will be allowed.
- O. Where the Work is to fit with existing conditions or construction not included in this Contract, the Contractor will fully and completely join the Work with such conditions or construction, unless otherwise specified.

### 1.03 OWNERSHIP AND USE OF DESIGN PROFESSIONAL'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

All Drawings, Specifications and other documents furnished by the Design Professional or Owner are and will remain the property of the Owner. The Drawings, Specifications and other documents prepared by the Design Professional or Owner are instruments of the Design Professional's or Owner's service through which the work to be executed by the Contractor is described. The Contractor may retain one contract record set. Neither the Contractor nor any Subcontractor, Sub-Subcontractor or material or equipment supplier will own or claim a copyright in the Drawings, Specifications and other documents prepared by the Design Professional or Owner, and unless otherwise indicated, the Design Professional or Owner will be deemed the author of them and will retain all common law, statutory, copyright and other reserved rights. All copies of them, except the Contractor's record set, will be returned or suitably accounted for to the Design Professional or Owner, on request, upon completion of the Work. The Drawings, Specifications and other documents prepared by the Design Professional or Owner, and copies thereof furnished to the Contractor, are for use solely with respect to this Project. They are not to be used by the Contractor or any Subcontractor, Sub-Subcontractor or material or equipment supplier on other projects or for additions to this Project outside the scope of the work without the specific written consent of the Owner. The Contractor, Subcontractors, Sub-Subcontractors and material or equipment suppliers are granted a limited license to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Design Professional or owner appropriate to and for use in the execution of their work under the Contract Documents. All copies made under this license will bear the statutory copyright notice, if any, shown on the Drawings, Specifications and other documents prepared by the Design Professional or Owner. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Design Professional's or Owner's copyright or other reserved rights.

#### 1.04 CAPITALIZATION

Terms capitalized in these general conditions include those which are (1) specifically defined, (2) the titles of numbered Parts and identified references to paragraphs, subparagraphs and clauses in the document or (3) the titles of other documents published.

#### 1.05 INTERPRETATION

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

### PART 2 – OWNER

#### 2.01 DEFINITION

The Owner is the Hillsborough County Aviation Authority (Authority) and is referred to throughout the Contract Documents as if singular in number. The term "Owner" means Authority or the Owner's authorized representative.

#### 2.02 INFORMATION AND SERVICES REQUIRED OF THE OWNER

- A. The Owner will make available Record Documents and Drawings pertaining to the existing buildings and/or facilities relative to this Project. The Owner does not warrant the accuracy and completeness of such Record Documents and Drawings and they are not a part of the Contract Documents.

- B. Information or services required of the Owner will be furnished by the Owner with reasonable promptness after receipt from the Contractor of a written request for such information or services.
- C. The Contractor will be furnished free of charge, one copy of the Drawings and conformed Project Manuals. Additional sets can be made from the CD provided with the conformed set.
- D. The foregoing are in addition to other duties and responsibilities of the Owner enumerated in Section 00700 –GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION.

### 2.03 OWNER’S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents as required by Paragraph 11.02 or persistently fails to carry out Work in accordance with the Contract Documents, the Owner, the Design Professional, or other authorized representatives, by written order signed personally, may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work will not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Subparagraph 6.01 C.

### 2.04 OWNER’S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written Notice from the Owner to begin and prosecute correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate change order will be issued deducting from payments then or thereafter due the Contractor the cost of correcting such deficiencies, including compensation for the Design Professional’s or Owner’s additional services and expenses made necessary by such default, neglect or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor will pay the difference to the Owner.

### 2.05 PERSONAL LIABILITY OF PUBLIC OFFICIALS

In carrying out any of the Contract provisions or in exercising any power or authority granted to it by this Contract, there will be no liability upon the Design Professional or Owner, its authorized representatives, or any officials of the Owner either personally or as an official of the Owner. It is understood that in such matters they act solely as agents and representatives of the Owner. Contractor agrees to waive any personal claims it may have against Design Professional, its authorized representative or any officials of the Owner including its Board members, officers, employees, agents and volunteers.

## 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 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 Owner will not approve as equal to the materials specified, proposed substitutes which, in the 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 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. 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.
- P. Notwithstanding anything to the contrary set forth herein, Contractor warrants that the work supplied hereunder will comply with the specifications and that there will be no defects in materials and workmanship for one year after completion of the work or acceptance thereof by beneficial use, whichever is earlier. The equipment furnished and installed under this Contract requires maintenance service, such as periodic examinations, lubrication and adjustment by competent mechanics, specially trained to service said equipment. Contractor's guarantee is not intended to take the place of this normal servicing of the equipment and it is not to be construed that they will provide maintenance service of this type, without charge, except as may be provided in the Contract, or that Contractor will correct, without charge, breakage, maladjustment or other issues arising out of maintenance provided by others. Contractor's sole duty under the warranty is to correct the nonconformance or defect at Contractor's expense within a reasonable time after the receipt of notice. THE EXPRESS WARRANTIES CONTAINED HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Owner's remedies hereunder are exclusive.
- Q. Nothing contained in this Contract modifies or alters Contractor's separate obligations on the Maintenance Contract for Elevators, Escalators and Moving Walks.



3.06 TAXES

- A. The Contractor will pay sales, consumer, use and similar taxes for the Work or portions thereof provided by the Contractor which are legally enacted when Bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.
- B. Pursuant to Sales and Use Tax Law, Chapter 212, Florida Statutes, the Hillsborough County Aviation Authority is exempt from the payment of sales tax. The Hillsborough County Aviation Authority Certificate Number is 85-8013883484C-4. Unless otherwise indicated in the Contract Documents, all goods and services performed by Subcontractor (Sub-Subcontractors) or by suppliers are not exempt from State Sales Tax. All work performed by subcontractors for the Contractor and all supplies provided to the Subcontractor or Contractor are not exempt from State Sales Tax. All questions regarding the State of Florida Sales and Use Tax Law should be referred to the State of Florida Department of Revenue, Tallahassee, Florida.

3.07 PERMITS, FEES AND NOTICES

- A. The Contractor will secure and pay for all necessary and required permits and licenses including, but not limited to, batch plant permit(s), building permit(s), and all other permits, as well as all other fees, charges, taxes, licenses and inspections necessary for proper execution of the Contract and which are legally required when Bids are received. The Contractor will secure and pay for all Certificates of Inspection and of Occupancy that may be required by authorities having jurisdiction over Work. No extension of time for completion will be granted. All appropriate sites, building and electrical permits, etc. shall be obtained and paid for by the Contractor. In addition, jurisdiction over this Work, and all required Certificates of Inspection and Occupancy, will be obtained from the appropriate jurisdiction as listed below:

Tampa International Airport (TPA)	Hillsborough County Board of County Commissioners (BOCC) and/or City of Tampa
Peter O. Knight Airport (POK)	City of Tampa
Plant City Airport (PCA)	City of Plant City
Tampa Executive Airport (TEA)	BOCC

- B. The Contractor will comply fully with all applicable federal, state, county, municipal and 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, Florida Department of Transportation (FDOT) Policies, Guidelines, Standards, Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly referred to as the "Florida Green Book"), Manual on Uniform Traffic Control Devices and requirements, FAA Advisory Circulars, and Owner's Rules and Regulations. Any projects with FDOT funding require the Contractor to comply with all applicable provisions of the FDOT Public Transportation Grant Agreement. The Contractor will obtain all necessary permits, pay all required charges, fees and taxes and otherwise perform these services in a legal manner. In the event that any construction occurs on FDOT right of way, the Contractor shall comply with all FDOT requirements contained in Exhibit C of the FDOT

Public Transportation Grant Agreement. The Contractor will obtain all necessary permits, pay all required fees and taxes, and otherwise perform these services in a legal manner. The Contractor will give all notices necessary and incidental to the due and lawful prosecution of the Work so as not to delay the completion of the Work.

- C. If the Contractor observes that portions of the Contract Documents are at variance with applicable laws, statutes, ordinances, building codes, and rules and regulations, the Contractor will promptly notify the Owner in writing, and necessary changes will be accomplished by appropriate Modification.
- D. If the Contractor performs Work that it knew or should have known to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the Owner and Design Professional, the Contractor will assume full responsibility for such Work and will bear the attributable costs.
- E. The Contractor will keep fully informed of all Federal and State Laws, all local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the Work, or which in any way affect the conduct of the Work. To the maximum extent permitted by law, the Contractor will at all times observe and comply with all such laws, ordinances, regulations, orders and decrees.

### 3.08 ALLOWANCES

- A. The Contractor will include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances will be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor will not be required to employ persons or entities against which the Contractor makes reasonable objection.
- B. Unless otherwise provided in the Contract Documents:
  - 1. Allowances will cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
  - 2. Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts will be included in the allowances;
  - 3. Whenever costs are more than or less than allowances, the Contract Sum will be adjusted accordingly by Change Order. The amount of the Change Order will reflect (1) the difference between actual costs and the allowances under Subparagraph 3.08 B.1. and (2) changes in Contractor's costs under Subparagraph 3.08 B.2.

### 3.09 CONTRACTOR'S MANAGEMENT TEAM

- A. The Contractor will employ a competent, full-time Project Management Team (Team) reasonably acceptable to the Owner and the Design Professional, consisting of at least one Field Supervisor and necessary representatives who will be in attendance at the Project site full time during the progress of the Work until the date of Substantial Completion of the whole Work, or for such additional time thereafter as the Owner may determine to be necessary for the expeditious completion of the Work.

1. The names and qualifications of this Team for this Work will be submitted as part of Section 00420 – BIDDER’S GENERAL BUSINESS INFORMATION. They will have a minimum of five years of experience on similar projects of equal difficulty.
2. The Owner will not recognize any subcontractor on the Work. The Contractor will at all times when Work is in progress be represented either in person by a qualified superintendent, or by other designated, qualified representative who is duly authorized to receive and execute orders of the Owner or the Design Professional.
3. The Team will each have full authority to act on the Contractor’s behalf. It is agreed and understood that, if requested in writing by the Owner or the Design Professional, the Contractor will replace any member of the Team with another individual meeting the required qualifications within three days of the receipt of the request if the Team member is found to be unsatisfactory to the Owner or the Design Professional for whatever reason. The Team will represent the Contractor and communications given to the Team will be as binding as if given to the Contractor. Important communications will be similarly confirmed on written request for each case. Should the Owner or the Design Professional find any person(s) employed on the Project to be incompetent, unfit, or otherwise objectionable for its duties, the Contractor will immediately cause the employee to be dismissed and said employee will not be re-employed on this Project without written consent of the Owner or the Design Professional.

### 3.10 CONTRACTOR’S CONSTRUCTION SCHEDULES

- A. The Contractor will submit preliminary and CPM (or bar chart) construction schedules in accordance with requirements under Section 01315 – SCHEDULES, PHASING. The schedule will not exceed time limits current under the Contract Documents. The schedule will be revised at appropriate intervals as required by the conditions of the Work and Project, will be related to the entire Project to the extent required by the Contract Documents, and will provide for expeditious and practicable execution of the Work.
- B. The Contractor will prepare and keep current, for the Design Professional’s and Owner’s approval, a schedule of submittals which is coordinated with the Contractor’s construction schedule and allows the Design Professional and Owner reasonable time to review submittals.
- C. The Contractor’s performance will conform to the most recent schedules.

### 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor will maintain at the site for the Owner one as-built set of the Drawings, Specifications, addenda, Change Orders and other Modifications, in good order and marked currently to record changes and selections made during construction, as well as approved Shop Drawings, Product Data, Samples and similar required submittals. These will be available to the Owner and Design Professional and will be delivered to the Design Professional for submittal to the Owner upon completion of the work. As-Built drawings will be reviewed monthly as part of the pay application process.

### 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

- A. Shop Drawings are drawings, diagrams, schedules, models and other data (including electronic data) specifically prepared for the work by the Contractor or a Subcontractor, Sub-Subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.
- B. Product data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.
- C. Samples are physical examples which illustrate materials, equipment or workmanship and established standards by which the Work will be judged.
- D. Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required the way the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents. Review by the Design Professional or Owner is subject to the limitations of Subparagraph 4.02 G.
- E. The Contractor will review, approve and submit to the Design Professional Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. Submittals made by the Contractor which are not required by the Contract Documents may be returned without action.
- F. The Contractor will perform no portion of the Work requiring submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Design Professional. Such work will be in accordance with approved submittals.
- G. By approving and submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor thereby represents that the Contractor has determined and verified all dimensions, qualities, field dimensions, relations to existing work, coordination with work to be installed later, coordination with information on previously accepted Shop Drawings, Product Data, Samples, or similar submittals and verification of compliance with all the requirements of the Contract Documents. The accuracy of such information is the responsibility of the Contractor. In reviewing Shop Drawings, Product Data, Samples, and similar submittals, the Owner will be entitled to rely upon the Contractor's representation that such information is correct and accurate.
- H. The Contractor will not be relieved of responsibility for deviations from requirements of the Contract Documents by the Owner's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Owner in writing of such deviation at the time of submittal and the Owner has given written approval to the specific deviation. The Contractor will not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Owner's approval thereof.
- I. The Contractor will direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Design Professional or Owner on previous submittals. Unless such written notice has been given, the Design Professional's or Owner's approval of a

resubmitted Shop Drawing, Product Data, Sample, or similar submittal will not constitute approval of any changes not requested on the prior submittal.

- J. Informational submittals upon which the Owner is not expected to take responsive action may be so identified in the Contract Documents.
- K. When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, the Design Professional or Owner will be entitled to rely upon such certifications, and the Design Professional or Owner will not be required to make any independent examination with respect thereto.
- L. The Contractor will keep one clean copy of each submittal brochure and each Shop Drawing, bearing the Design Professional's or Owner's review stamp, at the Job Site.
- M. The Design Professional's or Owner's review is only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. The Contractor is responsible for dimensions to be confirmed and correlated at the Job Site, for information processes or techniques of construction, and for coordination of the Work of all trades.
- N. Burden-of-proof that products, materials, Shop Drawings, samples and submittals comply with the Contract Documents in every respect and that any substitutions, variations, deviations or modifications do exactly what is specified and will, in fact, work well in coordination and harmony and will serve the intended purpose will rest entirely with the Contractor. It will not be the Design Professional's or Owner's responsibility to have the burden-of-proof to prove the contrary.
- O. Submittals, requisitions, requests for interpretation, Shop Drawings and other items received by the Design Professional or Owner on Friday, Saturday, Sunday, on any normally recognized holiday, or on a day preceding such a holiday, will be considered received on the first working day (except Friday) which follows.
- P. Owner's date stamp of receipt will evidence date of receipt, modified per Paragraph 3.12 O. above. Date indicated on Owner's transmittal letter or transmittal form will be considered as date returned to Contractor.
- Q. Refer to Section 01340 – SHOP DRAWINGS, PRODUCT DATA AND SAMPLES for additional requirements.

### 3.13 USE OF SITE

- A. The right of possession of the premises and the improvements made thereon by the Contractor will remain at all times with the Owner. The Contractor's right to entry and use thereof arises solely from the permission granted by the Owner under the Contract Documents.
  - 1. The Contractor will confine the Contractor's apparatus, the storage of materials and the operations of the Contractor's personnel to limits indicated by law, ordinances, the Contract Documents and permits and/or directions of the Design Professional and will not unreasonably encumber the premises with the Contractor's materials. The Owner will not be liable to the Contractor, the Subcontractors, their employees or anyone else with respect to the conditions of the premises.

2. Material will be arranged and maintained in an orderly manner with use of walks, drives, roads and entrances unencumbered. Store, place and handle material and equipment delivered to the Project Site so as to preclude inclusion of foreign substances or causing of discoloration. Pile neatly and compactly and barricade to protect public from injury. Protect material as required to prevent damage from weather or ground. Should it be necessary to move material at any time, or move sheds or storage platforms, the Contractor will move them as and when required at no additional cost to the Owner.
3. The Owner assumes no responsibility for materials stored in buildings or on the Project site. The Contractor will assume full responsibility for damage due to storing of materials. Repairing of areas used for placing of sheds, offices and storage of materials will be performed by the Contractor.

### 3.14 CUTTING AND PATCHING

- A. The Contractor will be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.
- B. The Contractor will not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor will not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent will not be unreasonably withheld. The Contractor will not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.
- C. Refer to Section 01045 – CUTTING AND PATCHING for additional requirements.

### 3.15 CLEAN UP

- A. The Contractor will keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor will remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials.
- B. If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the cost thereof will be charged to the Contractor.
- C. Daily Clean-Up: The Contractor will keep the premises free from accumulation of waste materials or rubbish caused by Contractor's operations on a daily basis. In areas used by the public or exposed to public view, the Contractor will keep these areas in such a state of cleanliness so as not to reflect unfavorably upon the "image" of the Owner or any airport authority concerned. In areas near airport operations, the Contractor will keep areas free from materials which could possibly be ingested into an aircraft engine or which could cause damage by being blown by aircraft engine blast effects.
- D. Refer to Sections 01110 – AIRPORT PROJECT PROCEDURES and 01700 – PROJECT CLOSEOUT for additional requirements.

### 3.16 ACCESS TO WORK

The Contractor will provide the Owner and Design Professional access to the Work in preparation and progress wherever located.

### 3.17 ROYALTIES AND PATENTS

The Contractor will pay all royalties and license fees. The Contractor will defend suits or claims for infringement of patent rights and will hold the Owner and Design Professional harmless from loss on account thereof, but will not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a patent; the Contractor will be responsible for such loss unless such information is promptly furnished to the Owner.

### 3.19 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 or grounds for Owner to seek damages from Contractor.

## PART 4 – ADMINISTRATION OF THE CONTRACT

### 4.01 Design Professional

- A. The Design Professional is referred to throughout the Contract Documents as if singular.
  - 1. Wherever the term "Design Professional" appears in the Contract Documents, it will mean the Design Professional on record for the project or Owner's other authorized representative(s).
  - 2. Wherever the term "Owner's authorized representative(s)" appears in the Contract Documents, it will include Owner, or Owner's other authorized representative(s).
- B. In case of termination of employment of the Design Professional, the Owner will appoint a Design Professional against whom the Contractor makes no reasonable objection and whose status under the Contract Documents will be that of the former Design Professional.

### 4.02 DESIGN PROFESSIONAL'S ADMINISTRATION OF THE CONTRACT

- A. The Design Professional will provide administration of the Contract as described in the Contract Documents, and will be the Owner's representative (1) during construction, (2) until final payment is due and (3) with the Owner's concurrence, from time to time during the correction period described in Paragraph 11.02. The Design Professional will advise and consult with the Owner. The Design Professional will have authority to act on behalf of the Owner.
- B. The Design Professional will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the completed Work and to determine in general if the Work is being performed in a manner indicating that the Work, when completed, will be in accordance with the Contract Documents. However, the Design Professional will not be required to make exhaustive or continuous on-site inspections to check quality or quantity of the Work. On the basis of on-site observations, the Design Professional will keep the Owner informed of the progress of the Work and will endeavor to guard the Owner against defects and deficiencies in the Work.
- C. The Design Professional will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility as provided in Paragraph 3.03. The Design Professional will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The Design Professional will not have control over or charge of, and will not be responsible for, acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.
- D. Communications Facilitating Contract Administration. Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor will endeavor to communicate through the Design Professional. Communications by and with the Design Professional's consultants will be through the Design Professional. Communications by and with subcontractors and material suppliers will be through the Contractor. Communications by and with separate contractors will be through the Owner.
- E. Based on the Design Professional's observations and evaluations of the Contractor's Applications for Payment, the Design Professional will review and certify the amounts due the Contractor and will approve or disapprove the Application for Payment.
- F. The Owner and Design Professional will have authority to reject Work which does not conform to the Contract Documents. Whenever the Owner or Design Professional considers it necessary or advisable for implementation of the intent of the Contract Documents, the Owner or Design Professional will have authority to require additional inspection or testing of the Work in accordance with Subparagraphs 12.05 B. and 12.05 C., whether or not such work is fabricated, installed or completed. However, neither this authority of the Owner or Design Professional nor a decision made in good faith either to exercise or not to exercise such authority will give rise to a duty or responsibility of the Owner or Design Professional to the Contractor, subcontractors, material and equipment suppliers, their agents or employees, or other persons performing portions of the Work.



- G. The Design Professional will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents and only to the extent which the Owner or Design Professional believes desirable to protect the Owner's interests. The Design Professional's action will be taken with reasonable promptness, while allowing sufficient time in the Design Professional's professional judgment to permit adequate review, taking into account the time periods set forth in the latest recognized Construction Schedule prepared by the Contractor and reviewed by the Design Professional. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Design Professional's review of the Contractor's submittals will not relieve the Contractor of the obligations under Paragraphs 3.03, 3.05 and 3.12. The Design Professional's review will not constitute approval of safety precautions or of any construction means, methods, techniques, sequences or procedures. The Design Professional's approval of a specific item will not indicate approval of an assembly of which the item is a component.
- H. The Design Professional or Owner will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Paragraph 7.04.
- I. The Design Professional will conduct inspections in conjunction with the Owner to determine the date or dates of Substantial Completion and the date of Final Acceptance, will receive and forward to the Owner for the Owner's review and records written warranties and related documents required by the Contract and assembled by the Contractor, and will review and certify a final Application for Payment upon compliance with the requirements of the Contract Documents.
- J. The Design Professional, in conjunction with the Owner, will interpret and decide matters concerning performance under and requirements of the Contract Documents on written request of the Contractor. The Design Professional's response to such requests will be made with reasonable promptness and within time limits agreed upon. The Design Professional may, as the Design Professional judges desirable, issue additional drawings or instructions indicating in greater detail the construction or design of the various parts of the Work. Such drawings or instructions may be affected by other supplemental instruction or other notice to the Contractor and, provided such drawings or instructions are reasonably consistent with the previously existing Contract Documents, the Work will be executed in accordance with such additional drawings or instructions without additional cost or extension of the Contract Time.
- K. Interpretations and decisions of the Design Professional, in conjunction with the Owner, will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Design Professional will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions so rendered in good faith.
- L. The Design Professional's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

- K. When the Contractor considers that the whole work included in a construction contract, or a portion thereof designated in the contract documents for separate completion, is complete, the Contractor will notify the Owner and Design Professional in writing of the completion of the portion or the whole of the construction; and for all design work that originally required certification by a Professional Engineer, the Design Professional shall provide an Engineer's Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached to the FDOT Public Transportation Grant Agreement to the Owner and Contractor in a timely manner. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans or specifications, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

#### 4.03 CLAIMS AND DISPUTES

- A. Definition. A Claim is a written demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, or an extension of time or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. Claims must be made by written notice. The responsibility to substantiate claims will rest with the party making the claim.
1. If for any reason the Contractor deems that additional cost or Contract Time is due to the Contractor for Work not clearly provided for in the Contract Documents or previously authorized changes in the Work, the Contractor will notify the Owner in writing of its intention to claim such additional cost or Contract Time before the Contractor begins the Work on which the Contractor bases the claim. If such notification is not given or the Owner is not afforded proper opportunity by the Contractor for keeping strict account of actual cost or time as required, then the Contractor hereby agrees to waive any claim for such additional cost or Contract Time.
  2. Such notice by the Contractor and the fact that the Owner or Design Professional has kept account of the cost or time of the Work will not in any way be construed as proving or substantiating the validity of the Claim. When the Work on which the Claim for additional cost or Contract Time is based has been completed, the Contractor will, within 21 calendar days, submit Contractor's written Claim to the Owner. The failure to give notice as required herein will constitute a waiver of said Claim. Claims arising prior to Final Payment or the earlier termination of the Contract will be referred initially to the Owner for action as provided in Paragraph 4.04.
- B. Claims must be made within 21 calendar days after occurrence of the event giving rise to such Claim or within 21 calendar days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. If the Contractor wishes to reserve its rights under this Paragraph, written notice of any event that may give rise to a Claim must be given within 21 calendar days of the event, whether or not any impact in money or time has been determined. Claims must be made by written notice. Any change or addition to a previously made Claim will be made by timely written notice in accordance with this Paragraph. The failure to give notice as required herein will constitute a waiver of said Claim.

- C. Continuing Contract Performance. Pending final resolution of a Claim, unless otherwise agreed in writing, the Contractor will proceed diligently with performance of the Contract. Owner, however, will be under no obligation to make payments on or against such disputed claims, disputes or other matters in question during the pendency of any proceedings to resolve such disputed claims, disputes or other matters in question.
- D. Non-Waiver of Claims: Final Payment. The making of final payment will not constitute a waiver of claims by the Owner.
- E. Claims For Concealed or Unknown Conditions. Owner may make available to the Contractor prior to the bid opening and during the performance of the Work, Record Documents and Drawings pertaining to the existing structures and/or facilities relative to this Project. Record Documents and Drawings will not be considered a part of the Contract Documents. Owner does not warrant the accuracy of such Record Documents and Drawings to the Contractor and the Contractor will be solely responsible for all assumptions made in reliance thereupon. Record Documents and Drawings are not warranted or intended to be complete depictions of existing conditions, nor do they necessarily indicate concealed conditions. The locations of electrical conduit, telephone lines and conduit, computer cables, FAA cables, storm lines, sanitary lines, irrigation lines, gas lines, mechanical apparatus and appurtenances, HVAC piping/ductwork, and plumbing may only appear schematically, if at all, and the actual location of such equipment is in many cases unknown. Contractor will take the foregoing into consideration when preparing its bid, and will not be entitled to any additional compensation on account of concealed conditions except as specifically set forth below.
1. Should the Contractor encounter concealed conditions in an existing structure or below the surface of the ground, not discoverable by a careful inspection and differing materially from conditions ordinarily encountered and generally recognized in or about a site of this type, the Contractor will stop work at the location where the concealed condition was discovered and give immediate written notice of the condition to the Owner. The Owner and Design Professional shall investigate and adjust the Contract Sum and/or time by Change Order upon claim by either party, if made before conditions are disturbed and in no event later than 21 days after the first observance of the conditions. Nothing herein is intended to limit or modify the obligations of the Contractor set forth in Section 01545 – UTILITIES. Contractor shall not be entitled to a Change Order for the Contract Sum and/or time if the Contractor knew of the existence of such conditions at the time Contractor bid, or the existence of such conditions could have been reasonably discovered or revealed as a result of any examination, investigation, exploration, test, or study of the site and contiguous areas as required by the Contract, or if Contractor failed to give written notice as required by this Article.
  2. There will be no adjustment of the Contract Sum on account of other costs resulting from topsoil or water conditions including, without limitation, costs on account of delay, administration, operations, temporary construction, cave-in or collapse of excavations, or pumping.
- F. Claims for additional cost. If the Contractor wishes to make claim for an increase in the Contract Sum, written notice as provided herein will be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under paragraph 10.03. Claim will be filed in

accordance with the procedure established herein. Anticipated, unanticipated, abnormal or adverse weather conditions will not be the basis of a claim for additional cost. The Contract Sum will not be increased for any weather related conditions.

G. CLAIMS FOR ADDITIONAL TIME.

1. If the Contractor wishes to make claim for an increase in the Contract Time, written notice as provided herein will be given. The Contractor will have the burden of demonstrating the effect of the claimed delay on the Contract Time, and will furnish the Owner with such documentation relating thereto as the Owner will reasonably require. In the case of a continuing delay only one claim is necessary.
2. The Contract Time will not be increased for any reasonably anticipated weather related delay. The Owner may consider adverse weather conditions not reasonably anticipated as a basis of a claim for additional time.

H. ESCROW OF BID DOCUMENTS.

1. The Contractor agrees that all documents relied upon in making or supporting their Bid will be retained in escrow prior to the date the Contract is awarded and preserved and updated during the course of the Work until Final Payment is made. The Owner will have the right to inspect any and all such Bid Documents and to verify that such Bid Documents are properly escrowed prior to the time of the Award of the Contract, or at any time thereafter during the course of the Work.
  - a. If any Claim is made pursuant to the Contract, the Contractor will provide for the Owner's review, at the Owner's request, all escrowed Bid Documents. If the Owner requests to review the escrowed Bid Documents and the Contractor fails to timely provide them or has failed to preserve them, no claim by the Contractor will be honored by the Owner.
  - b. If the Contractor contends that such Bid Documents are proprietary or otherwise confidential, the Contractor will so state as to any such documents, will provide them to the Owner as part of the Claim process, and will identify all such documents as exempted from disclosure under Florida Statute Chapter 119.
  - c. Said escrowed Bid Documents referred to in this Part will be subject to review in the event of any audit. The Owner may require that an appropriate audit be conducted. In the event the audit supports the Contractor's claim, the Owner will pay for the audit. In the event the audit does not support the Contractor's claim, the Contractor will pay for the audit.
  - d. The Contractor will provide all information and reports requested by the Owner, or any of their duly authorized representatives, or directives issued pursuant thereto, and will permit access, for the purpose of audit and examination to the Contractor's books, records, accounts, documents, papers or other sources of information and its facilities, as may be determined by the Owner to be pertinent to ascertain

compliance with this Part. The Contractor will keep all Project accounts and records which fully disclose the amount of the Bid. The accounts and records will be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

#### 4.04 RESOLUTION OF CLAIMS AND DISPUTES

- A. The failure of Owner to enforce at any time or for any period of time any one or more provisions of this Contract will not be construed to be and will not be a waiver of any such provision or provisional or of its right thereafter to enforce each and every provision.
- B. The following shall occur as a condition precedent to the Owner's review of a claim unless waived in writing by the Owner:

Field Representatives' Meeting: Within five days (5) after a dispute occurs, the Contractor's senior project management personnel who have authority to resolve the dispute shall meet with the Design Professional and Owner's project representative who have authority to resolve the dispute, in a good faith attempt to resolve the dispute. If a party intends to be accompanied at a meeting by legal counsel, the other party shall be given at least three (3) working days' notice of such and also may be accompanied by legal counsel. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of rules of evidence.

Management Representatives' Meeting: If the Field Representatives' Meeting fails to resolve the dispute, a senior executive for the Contractor and for the Owner, neither of which have day to day Project management responsibilities, shall meet, within ten days (10) after a dispute occurs, in an attempt to resolve the dispute and any other identified disputes or any unresolved issues that may lead to dispute. The Owner may invite the Design Professional to this meeting. If a party intends to be accompanied at a meeting by legal counsel, the other party shall be given at least three (3) working days' notice of such and also may be accompanied by legal counsel. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of rules or evidence.

Following the Field Representatives' Meeting and the Management Representatives' Meeting, the Owner will review the Contractor's claims and may (1) request additional information from the Contractor which will be immediately provided to Owner, or (2) render a decision on all or part of the claim. The Owner will notify the Contractor in writing of the disposition of the claim within 21 days following the receipt of such claim or receipt of additional information requested.

- 1. If the Owner decides that the Work relating to such Claim should proceed regardless of the Owner's disposition of such Claim, the Owner will issue to the Contractor a written directive to proceed. The Contractor will proceed as instructed.

## PART 5 – SUBCONTRACTORS

### 5.01 DEFINITIONS

- A. A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work. The term “Subcontractor” is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term “Subcontractor” does not include a separate Contractor or subcontractors of a separate Contractor.
- B. A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work. The term “Sub-Subcontractor” is referred to throughout the Contract Documents as if singular in number and means a Sub-Subcontractor or an authorized representative of the Sub-Subcontractor.
- C. The Owner or Design Professional will not recognize any Subcontractor on the Work. The Contractor will at all times, when Work is in progress, be represented either in person by a qualified superintendent, or by other designated, qualified representative who is duly authorized to receive and execute orders of the Owner or Design Professional.

#### 5.02 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

- A. Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, will furnish in writing to the Owner, the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. After due investigation, the Owner will promptly reply to the Contractor in writing stating whether or not the Owner has reasonable objection to any such proposed person or entity. Failure of the Owner to reply promptly will constitute notice of no reasonable objection.
- B. The Owner reserves the right to investigate the prequalification and qualifications and responsibility of proposed or actual Subcontractors, and to prohibit same from performing Work on the Project where such investigation, in the judgment of the Owner, reveals that such Subcontractors are unqualified and/or non-responsible. The Owner’s criteria for such determination may include, without limitation: financial condition, experience, character of workers and equipment, and past performance. The Contractor will not contract with a proposed person or entity to which the Owner has made reasonable and timely objection. The Contractor will not be required to contract with anyone to whom the Contractor has made reasonable objection.
- C. If the Owner has reasonable objection to any such proposed person or entity, the Contractor will submit a substitute to whom the Owner have no reasonable objection.
- D. The Contractor will not change a Subcontractor, person or entity listed in Contractor’s Subcontractors List without permission of the Owner.
- E. Owner reserves the right but does not assume the obligation to pay any and all subcontractors and suppliers directly if a dispute arises with the Contractor. Contractor agrees that any such payment would not be an interference with contractual relations.

#### 5.03 SUBCONTRACTUAL RELATIONS

By appropriate contract, written where legally required for validity, the Contractor will require each Subcontractor, to the extent of the work to be performed by the Subcontractor, to be bound to the

Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by the Contract Documents, assumes toward the Owner and Design Professional. Each subcontract agreement will preserve and protect the rights of the Owner and Design Professional under the Contract Documents with respect to the work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and will allow to the Subcontractor, unless specifically provided otherwise in the subcontract, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor will require each Subcontractor to enter into similar contracts with Sub-Subcontractors. The Contractor will make available to each proposed Subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract which may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-Subcontractors. The Contractor will include a provision providing the Owner the same rights to audit at the subcontractor level in all of its subcontractor agreements executed to effect project completion.

## PART 6 – CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

### 6.01 OWNER’S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

- A. The Owner reserves the right to perform construction or operations related to the Project with the Owner’s own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation.
- B. When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term “Contractor” in the Contract Documents in each case will mean the Contractor who executes each separate Owner-Contractor contract.
- C. The Contractor, with the Owner’s assistance, will coordinate each separate contractor with the Work of the Contractor, who will cooperate with them. The Owner will provide for the coordination of the Owner’s own forces with the Work of the Contractor, who will cooperate with them. The Contractor will coordinate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor will make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules will then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

### 6.02 MUTUAL RESPONSIBILITY

- A. The Contractor will afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities and will connect and coordinate the contractors’ construction and operations with theirs as required by the Contract Documents.
- B. If any part of the Contractor’s Work depends, for proper execution or operation, upon the Work or any applicable portion thereof, of any other separate Contractor, the Owner will give the Contractor written notice of the date when the other contractor will

have completed its construction or any applicable portion thereof and the Contractor will have 15 days from the date so specified within which to inspect the other contractor's construction or any applicable portion thereof and to accept said construction or to reject in a written statement to the Owner reciting all discrepancies or defects which affect Contractor's work and, therefore, must be remedied. Upon receipt of such statement, the Design Professional will see that necessary corrections are made and will notify the Contractor when such corrective work is to be complete. The Contractor will have 15 days from the date so specified within which to inspect and report again, in order to determine that discrepancies or defects have been corrected.

1. Failure of the Contractor to inspect and report, as set forth above, will constitute an acceptance of the other contractor's construction or any applicable portion thereof as fit and proper to receive Contractor's Work, except as to latent defects which may develop in the separate contractor's construction or any applicable portion thereof after the execution of the Contractor's work.
  2. Upon completion of the other contractor's construction or any applicable portion thereof, the area will be turned over to the Contractor.
- C. Costs caused by delays or defective construction will be borne by the party responsible therefore.
- D. The Contractor will promptly remedy damage wrongfully caused by the Contractor to completed or partially completed construction or to property of the Owner or separate contractors as provided in Subparagraph 10.02 E.
- E. Should the Contractor cause damage to the work or property of any separate contractor on the Project, the Contractor will, upon due notice by the Owner, settle with such other contractor by contract if other contractor will so settle. If such separate contractor sues the Owner on account of any damage alleged to have been so sustained, the Owner will notify the Contractor who will defend such proceedings with the cooperation of the Owner and, if any judgment against the Owner arises therefrom, the Contractor will pay or satisfy same to the extent caused by the fault of the Contractor and will reimburse the Owner for all reasonable attorneys' fees and court costs which the Owner has incurred.
- F. The Owner and each separate contractor will have the same responsibilities for cutting and patching as are described for the Contractor in Paragraph 3.14.

### 6.03 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish as described in Paragraph 3.15, the Owner may clean up and allocate the cost among those responsible as the Owner, in its sole discretion, determines to be just.

## PART 7 – CHANGES IN THE WORK

### 7.01 CHANGES

- A. Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, only by Change Order, Supplemental Agreement, Construction



Change Directive or order for a minor change in the Work, subject to the limitations stated in this Part and elsewhere in the Contract Documents.

1. Any Claim for payment for changes in the Work that is not covered by written Change Order will be rejected by the Owner. The Contractor, by submitting the Bid, acknowledges and agrees that the Contractor will not be entitled to payment for changes in the Work unless such Work is specifically authorized in writing by the Owner in advance. The terms of this Part may not be waived by the Owner unless such waiver is in writing and makes specific reference to this Part.
- B. A Change Order will be based upon contract among the Owner and Contractor. A Construction Change Directive requires a contract by the Owner and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Owner alone.
- C. Changes in the Work will be performed under applicable provisions of the Contract Documents, and the Contractor will proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.
- D. If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are so changed in a proposed Change Order or Construction Change Directive that application of such unit prices to quantities of Work proposed will cause substantial unfairness to the Owner or Contractor, the applicable unit prices will be adjusted.
- E. ALTERATION OF WORK AND QUANTITIES.
  1. The Owner reserves and will have the right to make such alterations in the Work as may be necessary or desirable to complete the Work originally intended in an acceptable manner. Unless otherwise specified herein, the Owner will be and is hereby authorized to make such alterations in the Work as may increase or decrease the originally awarded Contract Work, provided that the aggregate of such alterations does not change the total Contract cost or the total cost of any major Contract item by more than 25% (total cost being based on the unit prices and estimated quantities in the awarded Contract). Alterations that do not exceed the 25% limitation will not invalidate the Contract nor release the Surety, and the Contractor agrees to accept payment for such alterations as if the altered Work had been a part of the original Contract. These alterations which are for Work within the general scope of the Contract will be covered by "Change Orders" issued by the Owner. Change Orders for altered Work may include extensions of Contract Time where, in the Design Professional's opinion, such extensions are commensurate with the amount and difficulty of added Work.
  2. Should the aggregate amount of altered Work exceed the 25% limitation specified above, such excess altered Work will be covered by Supplemental Agreement. If the Owner and the Contractor are unable to agree on a unit adjustment for any Contract item that requires a Supplemental Agreement, the Owner reserves the right to terminate the Contract with respect to the item and make other arrangements for its completion.

## 7.02 CHANGE ORDERS

- A. A Change Order is a written instrument prepared by the Owner and signed by the Owner, Contractor and Design Professional, stating their agreement upon all of the following:
1. a change in the Work;
  2. the amount of the adjustment in the Contract Sum, if any;
  3. the extent of the adjustment in the Contract Time, if any; and
  4. changes to the terms and conditions of this Contract including the W/MBE or DBE percentage, if any.
- B. Methods used in determining adjustments to the Contract Sum will include those listed in Paragraph 7.03 B.1.
- C. Supplemental Agreement. A written agreement between the Contractor and the Owner covering (1) work that would increase or decrease the total amount of the awarded Contract, or any major Contract item, by more than 25%, such increased or decreased Work being within the scope of the originally awarded Contract; or (2) Work that is not within the scope of the originally awarded Contract.

## 7.03 CONSTRUCTION CHANGE DIRECTIVES

- A. A Construction Change Directive is a written order prepared by the Owner or Design Professional and signed by the Owner, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum, Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.
- B. A Construction Change Directive will be used in order to expedite the Work and avoid or minimize delays in the Work which may affect the Contract Sum or Contract Time. When determined by the Owner to be in the Owner's best interest, the Owner may, with or without the Contractor's agreement, direct or order the Contractor to proceed with changes in the Work by the issuance of a Construction Change Directive.
1. If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment will be based on one of the following methods:
    - a. Mutual acceptance of a lump sum, properly itemized and supported by sufficient substantiating data to permit evaluation;
    - b. By unit prices stated in the Contract Documents or otherwise mutually agreed upon;
    - c. By the cost estimated method as described in Paragraph 7.03 C., plus the accepted percentage, if applicable. The Contractor's estimate will become a fixed price which will not be changed by any variation in the actual cost of executing the Work covered by the change;

- d. Cost to be determined in a manner agreed upon by the parties, plus, if applicable, percentage; or
  - e. As provided in Paragraph 7.03 F., by actual cost determined after the Work covered by the change is completed, plus, if applicable, percentage.
2. As used in this Paragraph 7.03, Construction Change Directive's "cost" will mean the estimated or actual net increase in cost to the Contractor or Subcontractor for performing the Work covered by the change, including actual payments for materials, equipment rentals, expendable items, wages and associated benefits to workers and to supervisors employed full time at the site where the Work is performed, insurance, bonds, and other provable direct costs, but not including any administrative, accounting or expediting costs, or other indirect or overhead costs, or any wages or benefits of supervisory personnel not assigned full time to the site, or any amount for profit or fee to the Contractor, Subcontractor, or Sub-Subcontractor. Rates for the Contractor and Subcontractor owned equipment will not exceed the rates listed in the Associated Equipment Distributors rental rate book as adjusted to the regional area of the Work under this Contract.
3. "Percentage" will mean an amount to be added to the cost for overhead and profit and any other expense which is not included in the cost of the Work covered by the change, as defined above. The maximum percentage for total overhead and profit and any other expense which is not included in the cost of the Work will be as follows:
- a. For the Contractor, 15% of any net increase of costs of any Work performed by the Contractor's own forces on-site only.
  - b. For the Subcontractor, 10% of any net increase of cost of any Work performed by the Subcontractor's own forces on-site only, plus 5% of any net increase in the cost of the Work for the Contractor on-site only.
  - c. Per the Contract negotiations and as noted in the exhibit(s).
4. When in the reasonable judgment of the Owner a series of Construction Change Directives or Change Orders affect a single change, the percentage will be calculated on the cumulative net increase in cost, if any.
5. Overhead will include the following:
- a. Supervision wages, timekeepers, watchmen and clerks, hand tools, incidentals, general office expense, and all other expenses not included in "cost."
- C. Upon request of the Owner, the Contractor will, without cost to the Owner, submit to the Owner, in such form as the Owner may require an accurate written estimate of the cost of any proposed extra work or change. The estimate will indicate the quantity and unit cost of each item of materials, and the number of hours of work and hourly rate for each class of labor, as well as the description and amounts of all other costs chargeable under the terms of this Part. Unit labor costs for the installation of each item of materials will be shown if required by the Owner. The Contractor will promptly revise

and resubmit such estimate if the Owner determines that it is not in compliance with the requirements of this Part, or that it contains errors of fact or mathematical errors.

1. If required by the Owner, in order to establish the exact cost of new Work added or of previously required Work omitted, the Contractor will obtain and furnish to the Owner bona fide proposals from recognized suppliers for furnishing any material included in such Work. Such estimates will be furnished promptly so as to occasion no delay in the Work and will be furnished at the Contractor's expense. The Contractor will state in the estimate any extension of time required for the completion of the Work if the change or extra work is ordered.
- D. Upon receipt of a Construction Change Directive, the Contractor will promptly proceed with the change in the Work involved and advise the Owner of the Contractor's agreement or disagreement with the method provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum and/or Contract Time.
- E. A Construction Change Directive signed by the Contractor indicates the agreement of the Contractor therewith, including the adjustment in Contract Sum and/or Contract Time or the method for determining them. Such agreement will be effective immediately and will be subsequently recorded in/as a Change Order.
- F. If the Contractor does not respond promptly or disagrees with the method for adjustment of the Contract Sum, the method and the adjustment will be determined by the Owner on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, a percentage for overhead and profit. In such case, and also under Paragraph 7.03 B.1.(e), the Contractor will keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Subparagraph will be limited to the following:
1. Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
  2. Costs of materials, supplies and equipment, including costs of transportation, whether incorporated or consumed;
  3. Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others; and
  4. Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work.
- G. The amount of credit to be allowed by the Contractor to the Owner for a deletion or change which results in a net decrease in the Contract Sum will be actual net cost as confirmed by the Owner. When both additions and credits covering related Work or substitutions are involved in a change, the percentage for overhead and profit will be figured on the basis of net increase, if any, with respect to that change.

- H. If the Owner and Contractor do not agree with the adjustment in Contract Time or the method for determining it, the adjustment or the method will be referred to the Design Professional for determination.
- I. When the Owner and Contractor agree with the determination made by the Design Professional concerning the adjustments in the Contract Sum and/or Contract Time, or otherwise reach agreement upon the adjustments, such agreement will be effective immediately and will be subsequently recorded in preparation and execution of an appropriate Change Order.

#### 7.04 MINOR CHANGES IN THE WORK

The Owner will have authority to order minor changes in the Work not involving adjustment to the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order and will be binding on the Owner and Contractor. The Contractor will carry out such written orders promptly.

### PART 8 – TIME

#### 8.01 DEFINITIONS

- A. Unless otherwise provided, the Contract Time(s) is the period of time allotted in the Contract Documents for Substantial Completion of the Work or designated portion thereof as defined in Paragraph 8.01 C., including adjustments thereto.
- B. The date of commencement of the Work is the date established in a written notice to proceed. Work under this Contract will not commence until the Owner has issued a written notice to proceed. Notwithstanding the previous sentence, preliminary work such as procuring Insurance Policy Endorsements, Certificates of Insurance and Payment and Performance Bonds can proceed after the Contract is signed and prior to the Notice to Proceed. The Contractor will begin the work to be performed under the Contract within ten days of the date set by the Owner in a written notice to proceed but, in any event, the Contractor will notify the Owner at least 48 hours in advance of the time actual construction operations will begin. The date will not be postponed by the failure to act of the Contractor or of persons or entities for whom the Contractor is responsible.
- C. The date of Substantial Completion is the date certified by the Owner in accordance with Paragraph 9.07.
- D. The term “day” as used in the Contract Documents will mean calendar day unless otherwise specifically defined.
- E. The Contractor’s plea that insufficient Contract Time was specified will not be a valid reason for extension of Contract Time. No extension of Contract Time for completion will be granted.

#### 8.02 PROGRESS AND COMPLETION

- A. Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Contract the Contractor confirms that the Contract Time is a reasonable period for performing the Work. In the event the Contractor fails to promptly complete

the Work herein within the Contract Time(s) provided, liquidated damages will accrue in the amount(s) and manner specified in the Contract.

- B. The Contractor will furnish sufficient forces, construction plant and equipment, and will work such hours, including night shifts and other overtime operations, as may be necessary to insure prosecution of the Work in accordance with the Construction Schedule. Contractor will take such steps as may be necessary or as may be directed by the Owner to improve Contractor's progress by increasing the number of shifts, overtime operations, days of work, and amount of construction plant, as may be required, at no additional cost to the Owner.
- C. Maintenance of Schedule: The Contractor will prosecute the Work with sufficient forces, materials, and equipment to maintain progress in accordance with the Construction Schedule. Should the Work in whole or in part fall behind the Construction Schedule, or should the progress of the Work appear to the Owner to be inadequate to assure completion on the completion date(s) specified in the Contract, the Contractor will, upon written notice from the Owner, take appropriate steps within seven days of such notice to put the Work back on schedule and meet the specified completion date(s).
  - 1. Should the Contractor fail to institute appropriate measures within seven days, or should the measures taken fail to put the Work back on schedule within 14 days of such notice, the Owner may, but will not be required to, supplement the Contractor's forces, materials and/or equipment with other forces, materials and/or equipment. The cost of such other forces, materials and/or equipment will be deducted by the Owner from sums otherwise owing to the Contractor. The Owner's use of such supplemental forces, materials and/or equipment will not excuse the Contractor from performing all of its obligations under the Contract Documents or relieve the Contractor from liquidated damages. The Contractor will coordinate and work together with such supplemental forces, materials and/or equipment.
  - 2. Failure of the Contractor to comply with the requirements under this Paragraph will be grounds for determination that the Contractor is not prosecuting the Work with such diligence as will insure completion within the time(s) specified and such failure constitutes a material breach of the Contract Documents. Upon such determination, the Owner may terminate the Contractor's right to proceed with the Work, or any separate part thereof, in accordance with Part 13, TERMINATION OR SUSPENSION OF THE CONTRACT.
- D. The Contractor will proceed expeditiously with adequate forces and will achieve Substantial Completion within the Contract Time(s).

### 8.03 DELAYS AND EXTENSIONS OF TIME

- A. No claim for damages or any claim other than for an extension of time will be made or asserted against the Owner by reason of any Delay, whether such Delay is related to (i) late or early completion, (ii) delay in the commencement, prosecution or completion of the Work, (iii) hindrance or obstruction in the performance of the Work, (iv) loss of productivity, or (v) other similar claims (collectively "Delay"), whether or not such Delay is foreseeable, unless the Delay is caused by acts of the Owner constituting fraud or

active interference with the Contractor's performance of the Work, and only to the extent such acts continue after Contractor furnishes the Owner with notice of such fraud or active interference. The Contractor will not be entitled to an increase in the Contract Sum or payment or compensation of any kind from the Owner for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to: damages related to loss of business, loss of opportunity, impact damages, loss of financing, principal office overhead and expenses, loss of profits, loss of bonding capacity and loss of reputation; costs of acceleration or inefficiency, arising because of Delay, disruption, interference or hindrance from any cause whatsoever; provided, however, that this provision will not preclude recovery of direct and actual damages by the Contractor for hindrances or delays due solely to fraud or active interference on the part of the Owner. Otherwise, the Contractor may be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above. The Owner's exercise of any of its rights or remedies under the Contract Documents (including but not limited to, order changes in the Work, directing suspension, rescheduling or correction of the Work), regardless of the extent or frequency of Owner's exercise of such rights or remedies, shall not be construed as active interference with the Contractor's performance of the Work.

- B. Claims relating to time will be made in accordance with applicable provisions of Paragraph 4.03. Contractor's plea that insufficient time was specified will not be a valid reason for extension of the Contract time. Contract time will not be extended for a weather related delay except as provided in Paragraph 4.03.
  - 1. Permitting the Contractor to continue and finish the Work or any part of it after the time fixed for its completion, or after that date to which the time for completion may have been extended, will in no way operate as a waiver on the part of the Owner of any of its rights under the Contract.

## PART 9 – PAYMENTS AND COMPLETION

### 9.01 CONTRACT SUM

The Contract Sum is stated in the Contract and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

### 9.02 SCHEDULE OF VALUES

- A. Before submitting the first Application for Payment, the Contractor will submit to the Owner and the Design Professional a Schedule of Values. Refer to Section 01370 – SCHEDULE OF VALUES for additional information.
  - 1. The Schedule of Values will be approved by the Owner and the Design Professional prior to submitting the initial Application for Payment.
  - 2. The Schedule of Values will be in a form as required by the Owner and the Design Professional to adequately establish costs of the Work.
  - 3. This Schedule of Values will be prepared in such a form and supported by such data to substantiate its accuracy in reflecting the above breakdown for

administrative and payment purposes as the Owner or Design Professional may require and will be revised later if found by the Design Professional to be inaccurate. If the Contract involves multiple projects and/or airports, project and/or airport sub-totals will be required.

4. This Schedule of Values, unless objected to by either the Owner or the Design Professional, will be used only as a basis for the Contractor's Application for Payment.
5. The Schedule of Values must be sent electronically in Microsoft Excel format along with the Application for Payment.
6. Initial Payment Application: The principal administrative actions and submittals which will precede or coincide with submittal of the Contractor's first Application for Payment are as follows, but not necessarily by way of limitation:
  - a. Listing of Subcontractors and principal suppliers and fabricators.
  - b. Schedule of Values.
  - c. Initial recognized CPM (or Bar Chart) Construction Schedule.
  - d. Schedule of submittals.
  - e. Stored Material spreadsheet and verification form.
  - f. Subcontractor signed agreements.
  - g. E-Verify compliance plans for Contractor and subcontractors per Article 34, E-Verify Requirement. Subsequent applications for payment will include E-Verify compliance plans for subcontractors not included with the initial application for payment.
  - h. E-Verify Certifications for subcontractors. Subsequent applications for payment will include E-Verify Certifications for subcontractors not included with the initial application for payment.
  - i. E-Verify reports for any new employees hired by the Contractor and subcontractors since the start of the Contract Term. Subsequent applications for payment will include E-Verify reports for any new employees hired by the Contractor and subcontractors not included with the initial application for payment. E-Verify reports will only be required when the Contractor and subcontractors hire new employees and will not be required if the Contractor and subcontractors do not hire any new employees.

### 9.03 APPLICATIONS FOR PAYMENT

- A. The Contractor will, as a condition precedent to the right to receive any monthly payment, submit to the Owner, an Application for Payment, sample attached herein and identified as Exhibit A – Aviation Authority Application for Payment.
  1. Scope of Payment: For performance of this Contract, the Owner will make payments in U.S. Dollars to the Contractor in accordance with the Owner



approved Schedule of Values, which will be based on the Contract Sum amount established by the Contractor in Section 00300 – BID FORM. It is understood that the Contract Sum amount to be paid to the Contractor will be totally based on the said amount contained in Section 00300 – BID FORM and made a part of this Contract for the Work actually complete.

- a. The Contractor will receive and accept compensation provided for in the Contract as full payment for furnishing all materials, for performing all Work under the Contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of whatever character arising out of the nature of the Work or the prosecution thereof, subject to the provisions of Paragraph 11.02 G., herein.
2. With the exception of the month of September, all notarized Applications for Payment will be submitted to the Owner by the third of each month. In the event that the third of the month falls on a Saturday, Sunday, or non-working day, Applications for Payment are due the prior business day. Payment will be made on the twenty fifth of the month. If the twenty fifth of the subsequent month falls on a Saturday, Sunday or non-working day, then payment will be made on the next business day. Applications for Payment submitted more than 25 days prior to the third of the month will be rejected and returned. Due to the end of fiscal year financial closeout, September Applications for Payment will be required to be submitted by September 12<sup>th</sup>, and in the event that the 12<sup>th</sup> falls on a Saturday, Sunday, or non-working day, Applications for Payment are due the next business day and a subsequent payment will be made the second Friday of October. The Owner requires the Contractor to have a pencil copy review and approval of all Applications for Payment with the Owner's Construction Project Manager prior to their submittals.
  3. The Contractor will submit to the Owner via 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 notarized statement, based on the agreed Schedule of Values of the value of the Work. The total payment for each month will be broken down according to the specific items from the Schedule of Values that have been completed/delivered for which payment is requested. All such payments will be commensurate with the actual progress of the Work which must be substantiated and itemized in the Monthly Construction Schedule. Payment will not be made for any Work which cannot be so substantiated. Refer to Section 01315 – SCHEDULES, PHASING.

- b. All progress payments will be subject to correction following the discovery of an error, misrepresentation, or unallowable cost in any previous Application for Payment. Approval of such erroneous Application for Payment will not in any respect be taken as an admission by the Owner of the amount of Work completed, or the release of the Contractor from any of its responsibility under the Contract.
- 4. The Contractor's design and construction schedule will be updated on a monthly basis and a copy thereof submitted with each of the Contractor's Applications for Payment. This schedule update shall include a thirty (30) day "look-ahead schedule", projected variances and calculation of the number of days difference between the as-built critical path and the Project Schedule critical path. Contractor shall, with each Application for Payment, provide completed monthly updated information for the previous month on the Project Schedule and updated information on manpower indicated as-built and as-planned conditions. The updated information in the Project Schedule shall not modify any milestone dates in the Project Schedule that Owner has previously approved. The Owner will not approve for payment an Application for Payment not containing the Contractor's submission of an approved monthly design and construction schedule update. Refer to General Requirements Section 1315 – SCHEDULES, PHASING.
- 5. In addition to the schedule updates required above, with each Application for Payment, Contractor shall, in addition to documentation required under the Contract, submit the following information which is required to process any Application for Payment including a monthly status report concisely but completely describing in narrative form, the current status of the Work including, without limitation:
  - a. A review of actual progress during the month in comparison to the Project Schedule and, if actual progress is behind schedule, discussion of any "work around" or "catch up plan" that Contractor has employed or will employ to recover the original Project Schedule;
  - b. A concise statement of the outlook for meeting future Project Schedule dates, and the reasons for any change in outlook from a previous report;
  - c. A concise statement of significant progress on major items of Work during the report period, with progress photographs as necessary to document the current status of the Work;
  - d. A review of any significant technical problems encountered during the pay application period and the resolution or plan for resolution of the problems;
  - e. An explanation of any corrective action taken or proposed;
  - f. A complete review of the status of Change Orders, including a review of any changes in the critical path for the Project Schedule which result from Change Orders approved by Owner during the month, as well as a review of the schedule impact of Change Order requests then pending;
  - g. A summary of any claims anticipated by the Contractor with respect to the Work, including the anticipated cost and schedule impacts of any such claims;

- h. A cumulative summary of the number of days of, and the extent to which the progress of the Work was delayed by, any of the causes for which Contractor could be entitled to an extensions of the Contract Time; and
- i. An updated material purchase log.
6. Further, the Design Professional will not recommend for payment by the Owner an Application for Payment without satisfactory documentation of material and services purchases scheduled to have been issued during the period of time covered by the Application for Payment. Copies of issued Purchase Orders and Contract (subcontracts) will be considered satisfactory documentation. Refer to Section 01315 – SCHEDULES, PHASING.
- a. Entries will match current data of the Schedule of Values and Construction Schedule. Listing will include amounts of fully executed Change Orders per project approved by the Owner prior to the last day of the “period of work” covered by the Application for Payment. Incomplete Applications for Payment will be returned by the Owner without action.
- b. For Contracts with a prescribed DBE or W/MBE goal or participation, the Contractor will submit via email to [AppforPayment@TampaAirport.com](mailto:AppforPayment@TampaAirport.com) with each Application for Payment the completed Commitment Form showing the detailed accounting for all DBE or W/MBE participation as applicable. Contractor will submit one (1) 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;
- (5) at 50% completion – a plan of action properly reflecting anticipated DBE or W/MBE achievement of commitment; and
- c. This accounting will also include original Certified Payrolls or electronic Certified Payrolls that include a verifiable electronic signature such as DocuSign, submitted to Owner on a weekly basis. The Owner must be in receipt of all original Certified Payrolls or electronic Certified Payrolls through the previously processed Application period of billing. All certified payrolls for the Project must be submitted in a single consistent format (either all paper copy or all electronic). All certified payroll interview deficiencies must be resolved at time of submission.
7. The Contractor will submit with each Application for Payment a detailed accounting of the value of Work performed to date by their Subcontractors. Submission detail will be organized identifying the supporting information.

This accounting will include:

- a. the names and addresses of their Subcontractors that have participated on the Contract;
  - b. a description of the Work each of their Subcontractors has performed;
  - c. the value of Work performed by each of their Subcontractors;
  - d. fully signed Subcontractor agreements;
  - e. copies of statutory Waivers of Right to Claim against the Payment Bond given by each subcontractor, supplier, and sub – contractor and supplier for sub-contractor for the period up to the date of the Application for Payment; and
  - f. equipment purchased for and paid by the Owner must be identified when invoiced so that an asset tag can be attached to that equipment. A detail listing in Excel format must be submitted with the invoice when equipment is purchased. Final accounting for all assets will be performed at the completion of the project. Any assets unaccounted for will be reimbursed to the Owner.
8. The Design Professional will not recommend for payment by the Owner an Application for Payment without the Contractor’s submission of the detailed DBE or W/MBE accounting.
9. The Design Professional will approve or disapprove the Contractor’s Application for Payment within seven days after the receipt thereof and, upon approval, promptly issue to the Owner an Application for Payment recommending payment to the Contractor. Upon receipt by the Owner of the approved Application for Payment, the Owner will make payment according to the Owner’s standard payment procedures following the month in which the Application for Payment was submitted. The Contractor agrees to pay each Subcontractor for satisfactory performance of its subcontract within 10 days after the Contractor’s receipt of payment from the Owner. The Contractor agrees further to release retainage payments to each Subcontractor within 10 days upon receipt from Owner and after the Subcontractor’s work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written notice to the Owner. This clause applies to both DBE or W/MBE and non-DBE or W/MBE subcontractors.
10. Until 50% of the total Contract Sum has been expended, the Owner will pay to Contractor 90% of all Applications for Payment submitted by Contractor. The Applications for Payment will represent the actual value, based on the Contract amount, of the Work satisfactorily performed on the Schedule of Values, less the aggregate of all previous payments, and will reflect a retainage of 10% of the total amount payable for Work satisfactorily completed to date. Upon written request from the Contractor, retainage may be released to the Contractor, in the sole discretion of the Owner, for the Work or designated

portions thereof upon reaching Substantial Completion, as defined in Section 9.07, Substantial Completion. Any amounts that are the subject of a good-faith dispute, the subject of a claim brought pursuant to F.S. § 255.05, or are otherwise the subject of a claim or demand, will not be released. Retainage will not be withheld on design and construction administration fees, if any. After 50% completion, the retainage withheld may be reduced to 5% from each subsequent application for payment.

The Contractor is required to pay all subcontractors for satisfactory performance of their contracts no later than 10 days after the Contractor has received a partial payment. The Contractor is required to fully pay retainage to the subcontractor within 10 days after the subcontractor's work is satisfactorily completed. A subcontractor's work is satisfactorily completed when (1) all the tasks called for in the subcontract have been accomplished and documented as required by the Owner, (2) the Work or a designated portion of the Work which the subcontractor worked on has reached Substantial Completion (incremental acceptance) and (3) no good-faith disputes or claims involving the subcontractor have manifested.

Notwithstanding the foregoing, at the Owner's sole option, when at least 95% of the Work has been completed, the Engineer shall, at the Owner's discretion and with the consent of the surety, prepare estimates of both the Contract value and the cost of the remaining Work to be done. Subject to Fla. Stat. Section 255.078 (if applicable), the Owner may retain an amount not less than twice the Contract value or estimated cost, whichever is greater, of the Work remaining to be done. Upon written request from the Contractor, the remainder (if any) may be released to the Contractor.

Notwithstanding the foregoing, at the Contractor's option, the Contractor may request that the Owner deposit the retainage into an escrow account. The Owner's deposit of retainage into an escrow account is subject to the following conditions:

- a. The Contractor shall bear all expenses of establishing and maintaining an escrow account and escrow agreement acceptable to the Owner.
  - b. The Contractor shall deposit to and maintain in such escrow only those securities or bank certificates of deposit as are acceptable to the Owner and having a value not less than the retainage that would otherwise be withheld from partial payment.
  - c. The Contractor shall enter into an escrow agreement satisfactory to the Owner.
  - d. The Contractor shall obtain the written consent of the surety to such agreement.
11. In addition, the Owner may withhold or suspend additional payments or portions thereof to such extent as may be necessary to protect itself from loss on account of:
- a. Work or execution thereof not performed or not in accordance with the Contract Documents.

- b. The cost of the Work performed by the Owner, or contracted to others by the Owner, on behalf of the Contractor where said Work or the costs thereof are identified in the Contract Documents as the responsibility of the Contractor.
  - c. Whether items of Work remain to be corrected or completed following Substantial Completion or Final Acceptance.
  - d. Non-compliance with the Owner's DBE or W/MBE Policy or failure to meet the prescribed DBE goal or W/MBE expectancy set forth in this Contract, or to establish a good faith effort to do so.
    - (1) Failure of the Contractor to make a good faith effort to achieve DBE goal or W/MBE goal 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.
  - e. Other non-compliance with the Contract, Owner Policies or Procedures.
- B. The Owner will have the right to omit or order non-performance of a portion of the Work in the best interest of the Owner.
- 1. Should the Owner omit or order non-performance of a portion of the Work, the Contract Sum will be reduced accordingly. However, the Contractor will be paid for any such work actually completed and acceptable prior to the order to omit or non-perform.
  - 2. Should the Owner omit or order non-performance of a portion of the Work, acceptable materials ordered by the Contractor or delivered to the Work prior to the date of the Owner's order will be paid for at the actual cost to the Contractor and will become the property of the Owner.
  - 3. In addition to the reimbursement hereinbefore provided, the Contractor shall be reimbursed for all actual costs incurred for the purpose of performing the omitted Contract item prior to the date of the Owner's order. Such additional costs incurred by the Contractor must be directly related to the deleted Contract item and will be supported by certified statements by the Contractor as to the nature the amount of such costs.
- C. Payments may be made on account of non-perishable materials or equipment not incorporated in the Work but delivered and suitably stored at the site, upon the following conditions being met:
- 1. The Materials have been stored or stockpiled in a manner acceptable to the Owner and Design Professional.
  - 2. The Contractor has furnished the Design Professional with satisfactory evidence that the materials and transportation costs have been paid.
  - 3. The Contractor has furnished the Design Professional with acceptable evidence of the quantity and quality of such stored or stockpiled materials.

4. The Contractor has furnished the Owner legal title (free of liens or encumbrances of any kind) to materials so stored or stockpiled.
5. The Contractor has furnished to the Owner and Design Professional copies of paid invoices of all stored materials and all stored material listed in Excel format and as a hard copy and a stored material verification form. All supporting backup must be labeled with the Schedule of Values item number and calculation of item number listed on the Schedule of Values.
6. Documentation that all material meets specification requirements.
7. The Contractor will be responsible for all loss or damage of any type to such materials or equipment and will make suitable replacement or repair as necessary at the Contractor's own expense.
8. The Contractor will be responsible for security with respect to all such stored materials and equipment.
9. The Contractor has furnished the Owner evidence that the material so stored or stockpiled is insured against loss by damage to or disappearance of such materials at any time prior to use in the Work.
10. Payments for material on hand for delivered material to be used in one item of Work must exceed \$3,000.00, and not scheduled to be incorporated into the work within sixty days after delivery.
11. It is understood and agreed that the transfer of title and the Owner's payment for such stored or stockpiled materials will in no way relieve the Contractor of its responsibility for furnishing and placing such materials in accordance with the requirements of the Contract Documents.
12. No partial payment will be made for stored or stockpiled living or perishable plant materials.
13. The Contractor will bear all costs associated with the partial payment of stored or stockpiled materials in accordance with the provisions of this subsection.
14. In no case will the amount of payments for materials on hand exceed the Contract Price for such materials or the Contract Price for the Contract Item in which the material is intended to be used.

Notwithstanding the foregoing, the Owner may in its sole and absolute discretion, in special circumstances approve in writing in advance the waiver or one or more of the above conditions for payment of non-perishable materials or equipment not incorporated in the Work.

- D. The Contractor warrants that title to all work covered by an Application for Payment will pass to the Owner upon receipt of payment by the Contractor. The Contractor further warrants that upon submittal of an Application for Payment, all work for which certificates for payment have been previously issued and payments received from the Owner will, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances (hereinafter referred to in this Part as liens) in favor of the Contractor, Subcontractors, material suppliers, or other

persons or entities making a claim by reason of having provided labor, materials or equipment relating to the Work.

#### 9.04 CERTIFICATES FOR PAYMENT

- A. The Design Professional will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Design Professional determines is properly due, or notify the Contractor and Owner in writing of the Design Professional's reasons for withholding certification in whole or in part as provided in Subparagraph 9.05 A.
- B. The issuance of a Certificate for Payment will constitute a representation by the Design Professional to the Owner, based on the Design Professional's observations at the site and review of the data comprising the Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Design Professional's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the Design Professional. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Design Professional has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the work, (2) reviewed construction means, methods, techniques, sequences or procedures, or (3) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.
- C. In taking action on the Contractor's Applications for Payment, the Design Professional will be entitled to rely on the accuracy and completeness of the information furnished by the Contractor and will not be deemed to represent that the Design Professional has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Subparagraph 9.04 B. or other supporting data, that the Design Professional has made exhaustive or continuous on-site inspection or that the Design Professional has made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner will be performed by the Owner, acting in the sole interest of the Owner.

#### 9.05 DECISIONS TO WITHHOLD CERTIFICATION

- A. The Design Professional may decide not to certify the Application for Payment and may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Design Professional's opinion the representations to the Owner required by Subparagraph 9.04 B. cannot be made. If the Design Professional is unable to certify payment in the amount of the Application for Payment, the Design Professional will notify the Contractor and Owner as provided in Subparagraph 9.04 A. If the Contractor and Design Professional cannot agree on a revised amount, the Design Professional will promptly issue an Application for Payment for the amount for which the Design Professional is able to make such representations



to the Owner. The Design Professional may also decide not to certify payment, or because of subsequently discovered evidence or subsequent observations may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Design Professional's opinion to protect the Owner from loss because of:

1. defective Work not remedied;
  2. third party claims filed or reasonable evidence indicating probable filing of such claims;
  3. failure of the Contractor to make payment properly to Subcontractors or for labor, materials or equipment;
  4. reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
  5. damage to the Owner or another Contractor;
  6. reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to complete the Work and to cover actual or liquidated damages for the anticipated delay;
  7. persistent failure to carry out the Work in accordance with the Contract Documents; and/or
  8. failure of the Contractor to provide satisfactory documentation of material and services purchased in accordance with the Construction Schedule.
  9. other failure of the Contractor to comply with the Contract, Owner Policies or Procedures.
- B. When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

#### 9.06 PROGRESS PAYMENTS

- A. After the Design Professional has certified the Application for Payment, the Owner will endeavor to make payment according to the Owner's standard payment procedures. If deficiencies are found, a standard deficiency e-mail will be sent to the Contractor to resolve within 24 hours. If the deficiency is not resolved within that time, the Application will be returned.
- B. Prompt Payment Clause. The Contractor agrees to pay each subcontractor under the Contract for satisfactory performance of its contract no later than 10 days from the receipt of each payment the Contractor receives from the Owner. The Contractor agrees further to release retainage payments to each subcontractor upon receipt from Owner and within 10 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written notice to the Owner. This clause applies to both D/W/MBE and non-D/W/MBE subcontractors.

- C. Neither the Owner nor the Design Professional will have an obligation to pay or to see to the payment of money to a Subcontractor, Sub-Subcontractor or material supplier.
- D. The payment of any Application for Payment prior to Final Acceptance of the Work by the Owner will in no way constitute an acknowledgement of the acceptance of the Work, or in any way prejudice or affect the obligation of the Contractor to repair, correct, renew, or replace, at the Contractor's expense, any defects, imperfections or design errors or omission in the design, construction, or in the strength or quality of the equipment or materials used in or about the construction of the Work under Contract and its appurtenances, or any damage due or attributed to such defects, which defect, imperfection, or damage will have been discovered on or before the Final Acceptance of the Work. The Contractor will be liable to the Owner for failure to correct same as provided herein.
- E. An Application for Payment, a certified progress payment, or partial or entire use or occupancy of the Project by the Owner will not constitute acceptance of Work not in accordance with the Contract Documents.
- F. The Owner may deduct from the balance due the Contractor under the provisions of the Contract Documents any liquidated damages which may have accrued.
- G. Provision for assessment of liquidated damages for delay will in no manner affect the Owner's right to terminate the Contract as provided in Part 13, TERMINATION OR SUSPENSION OF THE CONTRACT or elsewhere in the Contract Documents. The Owner's exercise of the right to terminate will not release the Contractor from its obligation to pay said liquidated damages in the amounts set out in the Contract.

#### 9.07 SUBSTANTIAL COMPLETION

- A. Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.
- B. When the Contractor considers that the whole Work, or a portion thereof designated in the Contract Documents for separate completion, is substantially complete and the premises comply with Paragraph 3.13 A., the Contractor will submit to the Design Professional: (1) the permits and certificates referred to in Paragraph 12.05 D., and (2) the Contractor's request for inspection by the Owner and Design Professional.
  - 1. The Owner and Design Professional will then make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the inspection discloses any item which is not in accordance with the requirements of the Contract Documents, the Design Professional will then prepare and submit to the Contractor a comprehensive list of items to be completed and/or corrected. The Contractor will proceed promptly to complete and correct items on the list before issuance of the Certificate of Substantial Completion by the Owner. The Contractor will then submit a request for another inspection to determine Substantial Completion. Repeat inspections will be performed prior to issuance of the Certificate of Substantial Completion by the Owner.

2. All Work items or Contract requirements which remain incomplete/unsatisfied at the Date of Substantial Completion will become part of the Final Acceptance punch list. For projects with a value under \$10 million, within 30 days after Substantial Completion, the Owner will develop the Final Acceptance punch list and will provide it to the Contractor within five days after its completion. The Contractor will be allowed a minimum of 30 days after delivery of the Final Acceptance punch list to complete the items listed on the Final Acceptance punch list. However, for projects with a value over \$10 million, within 60 days after Substantial Completion, the Owner will develop the Final Acceptance punch list and will provide it to the Contractor within five days after its completion. The Contractor will be allowed a minimum of 30 days after delivery of the Final Acceptance punch list to complete the items listed on the Final Acceptance punch list.
  3. When the Work or designated portion thereof is substantially complete, the Owner will prepare a Certificate of Substantial Completion which will establish: the date of Substantial Completion; responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work; and insurance. All Warranties required by the Contract Documents will commence on the date of Substantial Completion. The Certificate of Substantial Completion will be submitted to the Design Professional and Contractor for their written acceptance of responsibilities assigned to them in such Certificate.
- C. Upon Substantial Completion of the whole Work and upon application by the Contractor and certification by the Design Professional, the Owner will make payment, reflecting adjustment in retainage, if any, for such Work as provided in the Contract Documents.
  - D. After Substantial Completion of the whole Work, the Design Professional may, at the Design Professional's discretion and with the consent of the Contractor's Surety, approve an Application for Payment from which will be retained an amount not less than 1.5 times the Contract value or 1.5 times the estimated cost, whichever is greater, of the Work remaining to be done. Remaining retainage will be released with Final Payment after Final Acceptance of the whole Work.
  - E. After Substantial Completion, closeout documents as required in Section 01700, Project Closeout, can be submitted to the Owner. The Owner will provide a detailed list of the closeout documents required after receipt and acceptance of the Final Acceptance punch list.

#### 9.08 PARTIAL OCCUPANCY OR USE

- A. The Owner or separate contractors may occupy or use any completed or partially completed portion of the Work at any stage. Such partial occupancy or use may commence whether or not the portion is substantially complete. When the Contractor considers a portion substantially complete, the Contractor will prepare and submit a list to the Design Professional as provided under Subparagraph 9.07 B.
- B. Immediately prior to such partial occupancy or use, the Owner, Contractor and Design Professional will jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

- C. Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work will not constitute acceptance of the Work not complying with the requirements of the Contract Documents.

#### 9.09 FINAL COMPLETION AND FINAL PAYMENT

- A. Upon receipt of written notice that inspection of the whole Work is ready for Final Acceptance, the Owner and Design Professional will promptly make such inspection and, when the Owner and Design Professional finds the Work acceptable under the Contract Documents and the Contract fully performed, the Owner will promptly issue a Certificate of Final Acceptance stating that to the best of the Owner's and Design Professional's knowledge, information and belief, and on the basis of the Owner's and Design Professional's observations and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents. The Design Professional's Certification of the Final Application for Payment will constitute a further representation that conditions listed in Paragraph 9.09 B. as precedent to the Contractor's being entitled to Final Application for Payment have been fulfilled. In the Final Certificate for Payment, the Design Professional will state the date on which the whole Work was fully complete and acceptable, which date will be the date of Final Acceptance.
- B. Neither final payment nor any remaining retained percentage will become due until the Contractor submits to the Design Professional (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be cancelled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) all final certified payrolls, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If the Contractor fails to furnish such releases or waivers as the Owner reasonably requires satisfying the Owner that there are no outstanding liens, the Owner may require the Contractor, at the Contractor's expense, to furnish a bond satisfactory to the Owner to indemnify the Owner against such liens. If such lien remains unsatisfied after payments are made, the Contractor will refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees. Upon satisfactory final acceptance of all Work required by the Contract Documents, receipt of notice of final acceptance from the Design Professional and compliance with project closeout of Section 01700 – PROJECT CLOSEOUT, the Contractor will make Application for Final Payment in the same format as progress payments.
- C. Acceptance of final payment by the Contractor, a Subcontractor or material supplier will constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of Final Application for Payment. Such waivers will be in addition to the waiver described in Subparagraph 4.03 D.

- D. All closeout documentation shall be furnished at least seven days before submission of Application for Final Payment.
- E. The Contractor is required to provide all information and supporting documentation required to enable the Owner to receive any applicable state or federal grants.

## 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

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TPA/ Long Term Parking Garage Elevator Rehabilitation



If the Owner prefers to accept Work which is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate as determined by the Owner in its reasonable discretion. Such adjustment will be effected whether or not Final Payment has been made.

## PART 12 – MISCELLANEOUS PROVISIONS

### 12.01 GOVERNING LAW

The Contract will be governed by the law of the State of Florida. Venue for any action, arising from or related to the Contract, will be in the Florida State Circuit Court in and for the 13<sup>th</sup> Circuit, Hillsborough County, such court having sole and exclusive jurisdiction. Confidential mediation with a mediator selected by the Owner shall be a condition precedent to litigation.

### 12.02 SUCCESSORS AND ASSIGNS

- A. The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, contracts and obligations contained in the Contract Documents. Except as hereinafter provided, the Contractor will not assign or sublet this Contract in whole or in part without the written consent of the Owner, nor will the Contractor assign any monies due or to become due to Contractor hereunder without the previous written consent of the Owner. If the Contractor attempts to make such assignment without such consent, the Contractor will nevertheless remain legally responsible for all obligations under the Contract.
- B. The Owner reserves the right to transfer its interests herein to any other governmental body created or authorized by law to operate the Airport.

### 12.03 WRITTEN NOTICE

Written notice will be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended, on the date of delivery, or if delivered at or sent by registered or certified mail to the last business address known to the party giving notice on the date of mailing.

### 12.04 RIGHTS AND REMEDIES

- A. Except as otherwise provided in the Contract Documents, duties and obligations imposed by the Contract Documents and rights and remedies available thereunder will be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.
- B. No action or failure to act by the Owner or Design Professional will constitute a waiver of a right or duty afforded them under the Contract, nor will such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.
- C. Continued performance by the Owner as to the terms of this Contract after default by the Contractor will not be deemed a waiver by the Owner of the right to cancel for any subsequent default. Inspections, measurements or certificates issued by the Owner,

payments of money, acceptance of any Work, grants of any extension of time, or any other action taken by the Owner will not operate as a waiver of any provisions of the Contract or any power therein reserved to the Owner of any rights to damages therein provided. Any waiver of any breach of Contract will not be held to be a waiver of any other or subsequent breach.

- D. To the maximum extent permitted by applicable law, Contractor agrees it will not seek equitable adjustment of the terms of this Contract and that its remedies are limited to those specified herein.

#### 12.05 TESTS AND INSPECTIONS

- A. Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction will be made at an appropriate time. The Contractor will give the Owner and Design Professional timely notice of its readiness so the Design Professional may observe such inspections, tests or approvals conducted by the Contractor or public authorities other than the Owner. (Refer to Section 01410 – Testing Laboratory Services).
- B. If the Owner, Design Professional, or other public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Subparagraph 12.05 A., the Design Professional will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval and the Contractor will give timely notice to the Owner and Design Professional of when and where such tests, inspections or approvals are to be made so the Design Professional may observe such procedures. The Owner will bear such costs except as provided in Subparagraph 12.05 C.
- C. If such procedures for testing, inspection or approval under Subparagraphs 12.05 A. and 12.05 B. reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, the Contractor will bear all costs made necessary by such failure including those of repeated procedures and compensation for the Design Professional's services and expenses.
- D. The Contractor will secure and promptly deliver to the Owner or Design Professional any required certificates of testing, inspection or approval, any occupancy permits, any certificates of final inspection of any part of the Contractor's Work and any operating permits for any mechanical apparatus, such as elevators, boilers, air compressors, etc., which may be required by law to permit full use and occupancy of the premises by the Owner. Receipt of such permits or certificates by the Owner or Design Professional will be a condition precedent to Substantial Completion of the Work or designated portion thereof.
- E. Tests or inspections conducted pursuant to the Contract Documents will be made promptly to avoid unreasonable delay in the Work.
- F. Notwithstanding any dispute which may arise out of the Work, the Contractor will carry on the work and maintain effective progress to complete same within the Contract Time(s) set forth in the Contract Documents.

#### 12.06 E-VERIFY REQUIREMENTS/UNAUTHORIZED ALIENS

- A. 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.
- B. FDOT considers the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation will be cause of unilateral cancellation of this Contract.

#### 12.07 LOBBYING AND INFLUENCING FEDERAL OR STATE EMPLOYEES - 49 CFR part 20, Appendix A

The Contractor certifies by signing and submitting its bid and this Contract, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor or offeror must place the language of this certification in all contracts, purchase orders and other documents binding contractors, subcontractors and suppliers and require that all contractors, subcontractors and suppliers execute such certification and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

No funds received pursuant to this Contract may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

## PART 13 – TERMINATION OR SUSPENSION OF THE CONTRACT

### 13.01 TERMINATION BY THE OWNER FOR CAUSE

- A. Owner may terminate this Contract for cause if the Contractor:
1. Fails to commence the Work within the time specified, fails to maintain adequate progress toward completion of the Work, discontinues the prosecution of the Work, abandons the prosecution of the Work, or fails to resume Work which has been discontinued within a reasonable time after notice to do so; or
  2. Fails to perform the Work, fails to provide a sufficient number of adequately skilled workers or supervisory staff who actively staff the Project and prosecute the Work, or fails to have available at the site proper equipment or materials to assure completion of the Work in accordance with the terms of the Contract Documents; or
  3. Performs the Work unsuitably, or neglects or refuses to remove materials or to perform anew such Work as may be rejected by Owner as unacceptable or unsuitable; or
  4. Fails to comply with Contract requirements regarding minimum wage payments, EEO, W/MBE or DBE requirements; or
  5. Disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction; or
  6. Allows any final judgment against it to remain unsatisfied for a period of 30 days; or
  7. Becomes insolvent, is declared bankrupt, files for reorganization under the bankruptcy code or commits any act of bankruptcy or insolvency, either voluntarily or involuntarily; or

8. Makes an assignment for the benefit of creditors or attempts to assign its rights or obligations under this Contract or any part thereof to any third-party without the prior written consent of the Owner; or
  9. Consents to or is the subject of any order or decree of any court or governmental authority or agency having jurisdiction appointing a receiver, trustee, or liquidator to take possession or control of all or substantially all of the Contractor's property for the benefit of creditors; or
  10. Materially breaches any provision in this Contract; or
  11. If at any time the Surety executing the bonds is determined by the Owner to be unacceptable and the Contractor fails to furnish an acceptable substitute Surety within ten days after notice from the Owner or;
  12. Fails or refuses to perform any other obligation under this Contract, or fails to remedy such nonperformance within seven (7) days after notice of the occurrence by the Owner; or
  13. Fails to achieve the required dates of Substantial and/or Final Completion.
- B. When any of the above reasons exist, the Owner may, without prejudice to any other rights or remedies available, give notice, in writing, to the Contractor and the Contractor's Surety. If the Contractor within a period of ten days after receiving such notice has not commenced in good faith to cure such cause or breach, or if having commenced such cure is not proceeding diligently to complete the cure, the Owner will have full power and authority, without violating this Contract, to immediately take the prosecution of the Work out of the hands of the Contractor, may declare the Contractor in default, and may terminate, in whole or in part, this Contract.
1. Upon termination of this Contract, the Owner may, subject to any prior rights of the Contractor's Surety:
    - a. Take possession of the site and of all materials, equipment, tools, electronic drawings, including but not limited to BIM models, shop drawings and machinery thereon owned by the Contractor; and
    - b. Finish the Work by whatever method the Owner may deem expedient and necessary.
- C. When the Owner terminates this Contract for cause, the Owner will be entitled to hold all amounts due the Contractor at the date of termination until completion of the Work and final evaluation of the Owner's damages associated with the termination. The Contractor will be liable to the Owner for costs and expenses incurred by the Owner in completing the Work, and also for losses, damages, costs and expenses including, but not limited to, direct, indirect and consequential damages. If such costs and expenses exceed the sum that would have been payable under this Contract, then the Contractor and the Surety will be liable and will pay to the Owner the amount of such excess. If the unpaid balance of the Contract Sum exceeds the cost of finishing the Work, including

any and all additional costs and expenses to the Owner, such excess, to the extent earned, will be paid to the Contractor and/or Contractor's Surety.

- D. Upon termination of this Contract, the Owner has no liability for anticipated profits for unfinished Work.
- E. Termination of this Contract, or any portion thereof, will not relieve the Contractor or the Contractor's Surety of their liability for past and future damages, losses or claims on Work performed or on account of any act, omission, or breach by the Contractor. Liability for liquidated damages, if any, will continue to accrue as set forth in the Contract Documents.
- F. The Owner's right to termination, as set forth herein, shall be in addition to and not a limitation of any and all other rights and remedies available to the Owner, at law, in equity or under the terms of this Contract. If the Owner improperly terminates this Contract for cause, this termination for cause will be converted to and deemed to be a termination for convenience in accordance with the provisions of Paragraph 13.03. In such case, Contractor shall only be entitled to those rights and remedies expressly stated in Paragraph 13.03 and in no event shall Contractor be entitled to any damages or remedies for wrongful termination.
- G. Termination of this Contract, or portion thereof, under this Article does not relieve the Contractor or the Contractor's Surety of its responsibilities for the completed portion of the Work or its obligation for and concerning any just claims arising out of the Work performed.

#### 13.02 SUSPENSION BY THE OWNER FOR CONVENIENCE

The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine. If the whole Work is suspended, all days elapsing due to causes not the fault of the Contractor between the effective dates of the Owner's order to suspend and subsequent order to resume the Work will be excluded from the Contract Time.

#### 13.03 TERMINATION FOR CONVENIENCE OF OWNER

- A. Notwithstanding anything else in this Contract, the Owner may terminate performance of the Work under this Contract in whole or in part if the Owner determines that a termination is in the Owner's best interest or its sole and absolute discretion. The Owner will terminate by delivery to the Contractor a Notice of Termination specifying the extent of termination and the effective date.
- B. After receipt of a Notice of Termination, and except as directed by the Owner, the Contractor will immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this Paragraph:
  - 1. Complete Work not terminated and stop Work as specified in the Notice of Termination.
  - 2. Place no further subcontracts or orders (referred to as subcontracts in this paragraph) for materials, services, or facilities, except as necessary to complete the continued portion of the Contract.

3. Terminate all subcontracts to the extent they related to the Work terminated.
  4. Assign to the Owner, as directed, all rights, title, and interest of the Contractor under the subcontract terminated, in which case the Owner will have the right to settle or to pay any termination settlement proposal arising out of those terminations.
  5. With approval or ratification to the extent required by the Owner, settle all outstanding liabilities and termination settlement proposals arising from the terminations of subcontracts (the approval or ratification will be final for purposes of this paragraph).
  6. As directed by the Owner, transfer title and deliver to the Owner (1) the fabricated or unfabricated parts, Work in progress, completed Work, supplies, and other material produced or acquired for the Work terminated, and (2) the completed or partially completed plans, drawings, information, and other property that, if the Contract had been completed, would be required to be furnished to the Owner.
  7. Complete performance of the Work not terminated. If it should become necessary to suspend Work for an indefinite period, the Contractor will store all materials in such a manner that they will not become an obstruction nor become damaged in any way. The Contractor will take every precaution to prevent damage or deterioration of the Work performed and provide for normal drainage of the Work. The Contractor will erect temporary structures where necessary to provide for traffic on, to, or from the Airport.
  8. Take any action that may be necessary, or that the Owner may direct, for the protection and preservation of the property related to this Contract that is in the possession of the Contractor and in which the Owner has or may acquire an interest.
  9. Use its best effort to sell, as directed or authorized by the Owner, any property of the types referred to in Subparagraph 13.03 B.6. above; provided, however, that the Contractor (1) is not required to extend credit to any purchaser and (2) may acquire the property under the conditions prescribed by, and at process approved by, the Owner. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Owner under this Contract, credited to the price or cost of the Work, or paid in any manner directed by the Owner.
- C. The Contractor may submit to the Owner a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Owner. Within 30 days, the Owner will accept title of those items and remove them or enter into a storage contract. The Owner may verify the list upon removal of the items or, if stored, within 45 days from submission of the list, and will correct the list, as necessary, before final settlement.
- D. After termination, the Contractor will submit a final termination settlement proposal to the Owner in the form and with the certification prescribed by the Owner. The Contractor will submit the proposal promptly, but no later than 60 days from the effective date of termination, unless extended in writing by the Owner upon written

request of the Contractor. If the Contractor fails to submit the proposal within the time allowed, the Owner may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and will pay the amount determined. No further compensation will be considered if the Contractor fails to meet the submittal requirements.

1. Subject to Paragraph 13.03 D. above, the Contractor and the Owner may agree upon the whole or any part of the amount to be paid because of the termination. The amount may include a reasonable allowance for profit of Work done. However, the agreed amount may not exceed the total Contract sum as reduced by (1) the amount of payments previously made and (2) the Contract Sum of Work not terminated. The Contract will be amended and the Contractor paid the agreed amount. Paragraph 13.03 F. below will not limit, restrict, or affect the amount that may be agreed upon to be paid under this Paragraph.
- E. If the Contractor and the Owner fail to agree on the whole amount to be paid the Contractor because of termination of the Work, the Owner will pay the Contractor the amounts determined as follows, but without duplication of any amounts agreed upon under Paragraph 13.03 D.1. above:
1. For Contract Work performed before the effective date of termination, the total (without duplication of any items) of:
    - a. The cost of this Work;
    - b. The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the termination portion of the Contract if not included in subdivision a. above; and
    - c. A sum, as profit on a. above, which will not exceed 5%. If it appears, however, that the Contractor would have sustained a loss on the entire Contract had it been completed, the Owner will allow no profit under this subparagraph c. and will reduce the settlement to reflect the indicated rate of loss.
    - d. When the Contract, or any portion thereof, is terminated before completion of all items of Work in the Contract, payment will be made for the actual number of units of Work completed at the Bid Unit Price or as mutually agreed for items of Work partially completed. No claims or loss of anticipated profits will be considered for items of Work completed at the Bid Unit Prices.
  2. The reasonable costs of settlement of the Work terminated, including:
    - a. Reasonable accounting, clerical, and other expenses necessary only for the preparation of termination settlement proposals and support data;
    - b. The termination and settlement of subcontracts (excluding the amounts of such settlements);
    - c. Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory; and



- d. Reimbursement for organization of the Work and other overhead expenses (when not otherwise included in the Contract), and moving equipment and materials to and from the site will be considered..
- F. Except for normal spoilage, and except to the extent that the Owner expressly assumed the risk of loss, the Owner will exclude from the amounts payable to the Contractor under Paragraph 13.03 E. above, the fair value, as determined by the Owner, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the Owner or to the buyer.
- G. In arriving at the amount due the Contractor under this paragraph, there will be deducted:
  - 1. All unliquidated advance or other payments to the Contractor under the terminated portion of the Contract;
  - 2. Any claim which the Owner has against the Contractor under this Contract;
  - 3. The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this paragraph and not recovered by or credited to the Owner; and
  - 4. Contractor expressly waives any claim for loss of anticipated profit, overhead of any kind, including home office and jobsite overhead, or other indirect impacts.
- H. Unless otherwise provided in this Contract or by statute, the Contractor will maintain all records and documents (including but not limited to subcontracts, subcontractor change orders, purchase orders, bid tabulations, proposals, and all other documents associated with the project) relating to the termination portion of this Contract for seven years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this Contract. The Contractor will make these records and documents available to the Owner, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Owner, photographs, microphotographs, electronic media or other authentic reproductions may be maintained instead of original records and documents.

## PART 14 – AUDIT REQUIREMENTS

### 14.01 PAYMENTS

In connection with payments to the Contractor under this Contract, it is agreed the Contractor will maintain full, accurate and detailed books of account and records customarily used in this type of business operation in accordance with generally accepted accounting principles. The Owner, FAA, Federal Highway Administration, Florida Department of Transportation 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

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TPA/ Long Term Parking Garage Elevator Rehabilitation

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 to comply.

#### 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 six years after the completion date of the Work, or six years after the termination of this Contract, whichever occurs later.

#### 14.06 RECORDS RETENTION

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

#### 14.07 OVERCHARGE PROVISIONS

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

#### 14.08 SUBCONTRACT AUDIT PROVISIONS

The Contractor will include in all subcontractor, 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.

#### 14.10 NOTIFICATION TO OWNER

The Contractor will notify the Owner no later than seven days after receiving knowledge that it is subject to any other audit, inspection or attestation engagement related to this Contract and provide a copy of any audit documents so received.

#### 14.11 COOPERATION

The Contractor agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

### PART 15 – CIVIL RIGHTS

#### 15.01 GENERAL REQUIREMENT FOR CONTRACTS

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

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

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

- A. The Contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.
- B. Duration:
  1. This provision binds the Contractor from the bid solicitation period through the completion of the Contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.
  2. This provision also obligates the Contractor or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form

of personal property; real property or interest therein; structures or improvements thereon. In these cases the provision obligates the Contractor for the longer of the following periods:

- i. The period during which the property is used by the Owner or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- ii. The period during which the Owner or any transferee retains ownership or possession of the property.

END OF SECTION

SECTION 01010 - SUMMARY OF WORK

PART 1 - GENERAL

1.01 DESCRIPTION

A. Project/Work Identification:

1. The general overall description of the Work of the Contract for the:

**Long Term Parking Garage Elevator Rehabilitation  
Tampa International Airport  
Tampa, Florida**

can be summarized for purposes of administration and payment in the manner of project segments as follows:

Authority Project Number: 6685 20

Description:

TBD

B. Contract Documents:

Requirements of the Work are contained in the Contract Documents. Cross-references in the Contract Documents to published information are not necessarily bound with the Contract Documents.

C. Intent:

The intent of the Contract is to provide for construction and completion in full compliance with the Contract requirements with all Work performed and completed in a first class workmanlike manner in every detail. It is further intended that the Contractor will furnish all labor, materials, equipment, tools, transportation, and supplies required to complete the Work in a good workmanlike manner in accordance with the Contract Documents.

1.02 [RESERVED]

1.03 ARCHAEOLOGICAL AND HISTORICAL FINDINGS.

A. Unless otherwise specified in this subsection, the Contractor is advised that the site of the Work is not within any property, district, or site, and does not contain any building, structure, or object, listed in the current National Register of Historic Places published by the United States Department of Interior.

B. Should the Contractor encounter, during its operations, any building, part of a building, structure, or object that is incongruous with its surroundings, it will immediately cease operations in that location and notify the Owner. The Owner will immediately investigate the Contractor's finding and the Owner will direct the Contractor to either

resume its operations or to suspend operations.

- C. Should the Owner order suspension of the Contractor's operations in order to protect an archaeological or historical finding, or order the Contractor to perform extra work, such will be covered by an appropriate Contract modification (change order or supplemental contract). If appropriate, the Contract modification will include an extension of Contract Time.

#### 1.04 REMOVAL OF EXISTING STRUCTURES

- A. All existing structures encountered within the established lines, grades, or grading sections will be removed by the Contractor, unless such existing structures are otherwise specified to be relocated, adjusted up or down, salvaged, abandoned in place, reused in the Work or to remain in place. The cost of removing such existing structures will not be measured or paid for directly, but will be included in the Contract Sum.
- B. Wherever existing structures interfere with Contractor's Work, Contractor shall be responsible for all modifications, including removal if appropriate, to fit Contractor's Work.
- C. Should the Contractor encounter an existing structure that interferes with Contractor's Work, the Owner will be notified prior to disturbing such structure. The disposition of existing structures so encountered will be determined by the Owner in accordance with the provisions of the Contract.
- D. Where existing structures are determined to be removed, Contractor shall remove and dispose of the material. Where such structures are determined to remain and are integrated into Contractor's Work, such materials and structures will remain the property of the Owner when so utilized in the Work.

#### 1.05 RIGHTS IN AND USE OF MATERIALS FOUND IN THE WORK

- A. Should the Contractor encounter any material such as, but not restricted to, sand, stone, gravel, slag, or concrete slabs, within the established lines, grades, or grading sections, the use of which is intended by the terms of the Contract to be either embankment or waste, Contractor may at its option either:
  - 1. Use such material in another Contract item, providing such use is approved by the Owner and is in conformance with the Contract Specifications applicable to such use; or
  - 2. Remove such material from the Project site, upon written approval of the Owner; or
  - 3. Use such material for Contractor's own temporary construction on the Project site; or
  - 4. Use such material as intended by the terms of the Contract.
- B. Should the Contractor wish to exercise option 1, 2., or 3., Contractor will request the

Owner's approval in advance of such use.

- C. Should the Owner approve the Contractor's request to exercise option 1., 2., or 3., the Contractor will be paid for the excavation or removal of such material at an agreed upon unit price. The Contractor will replace, at Contractor's own expense, such removed or excavated material with an agreed equal volume of material that is acceptable for use in constructing embankment, backfills, or otherwise to the extent that such replacement material is needed to complete the Work. The Owner will not be charged for Contractor's use of such material so used in the Work or removed from the Project site.
- D. It is understood and agreed that the Contractor will make no claim for delays by reason of Contractor's exercise of option 1., 2., or 3.
- E. The Contractor will not excavate, remove, or otherwise disturb any material, structure, or part of a structure which is located outside the lines, grades, or grading sections established for the Work, except where such excavation or removal is provided for in the Contract Documents.

#### 1.06 SCHEDULING

- A. Refer to Section 01315.

#### 1.07 LIST OF RELATED WORK

- A. During performance of the Work under this Contract, it is anticipated that there will be no other contracts under construction in the area.

#### 1.08 COOPERATION BETWEEN CONTRACTORS

- A. When separate contracts are awarded for different portions of the Project, the Contractor in each case will be the person other than the Owner who signs each separate contract.
- B. The Owner reserves the right to contract for and perform other or additional construction on or near the Work covered by this Contract.
- C. When separate contracts are let within or near the limits of this Project, the Contractor will conduct its Work so as not to interfere with or hinder the progress of completion of the construction performed by other contractors. Contractors working near each other will cooperate with each other as directed by the Owner.
- D. The Contractor will assume all liability, financial or otherwise, in connection with Contractor's Work and will protect and save harmless the Owner from any and all damages or claims that may arise because of inconvenience, delays or loss experienced by the Contractor because of the presence and operations (or lack thereof) of other contractors working within or near the limits of this Project.
- E. The Contractor will arrange the Work and will place and dispose of the materials as not to interfere with the operations of the other contractors within or near the limits of this Project. The Contractor will join the Work with that of the others in an acceptable

manner and will perform it in proper sequence to that of the others.

- F. The terms of this Section may not be waived by the Owner unless such waiver is in writing and makes specific reference to this Section.

1.09 [Reserved]

#### 1.10 COORDINATION WITH CONTRACTS

- A. The Contractor will be responsible for directly coordinating and reviewing all schedule dates with the contracts listed above in Item 1.07 LIST OF RELATED WORK, Paragraph A., and shall plan its Work accordingly to not cause any delays or hinder the progress of its Work or that of the Related Work.
- B. It is the sole and full responsibility of the Contractor to coordinate the whole Work directly with the contracts listed above in Item 1.07 LIST OF RELATED WORK, Paragraph A.
- C. The listing of contracts under 1.07 LIST OF RELATED WORK, Paragraph A., may not be inclusive of other related work performed at the Project site; however, the Contractor will be required to coordinate same as directed under Paragraphs A. and B. above.

#### PART 2 – PRODUCTS

Not used.

#### PART 3 – EXECUTION

Not used.

END OF SECTION



## SECTION 01015 - MOBILIZATION

### PART 1 - GENERAL

#### 1.01 DESCRIPTION

##### A. Scope:

The Work specified as Mobilization consists of 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, payment of the building permit costs for the new work and for the establishment of temporary offices, building facilities, utilities, safety equipment and first aid supplies, sanitary and other facilities, and including the submittal of a temporary barricade plan, submittal of a construction schedule, and procurement verification of any long lead times as required by these Contract Documents and State and local laws and regulations. The costs of bonds and all required insurance and other preconstruction expense necessary for the start of the Work, excluding the cost of construction materials, will also be included in Mobilization.

### PART 2 - PRODUCTS

Not used.

### PART 3 - EXECUTION

#### 3.01 BASIS OF PAYMENT

- A. Partial payments for "Mobilization" will be made in accordance with the following schedule:
- a. A negotiated percentage based on documented costs will be paid with the first pay request. The amount will be negotiated between the Owner, Contractor and Design Professional prior to the first pay request.
  - b. Each subsequent pay request will include equal payments derived as follows: 100% less the negotiated initial payment divided by the total duration of the project in months.
  - c. The final equal installment will be paid after final inspection, staging area clean-up and delivery of all project close-out materials as outlined in the Contract Documents is complete.
  - d. The Owner reserves the right to adjust the above Mobilization payment schedule if agreed to by the Owner and Design Professional. Should a payment adjustment occur, the remaining Mobilization cost will be adjusted such that it is paid in equal installments spread over the remainder of the project duration.

END OF SECTION

## 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 in Section 00700, GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, Paragraph 7.3 CONSTRUCTION CHANGE DIRECTIVES, 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 Section 00700, GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, 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. "Purchase and Installation" means the allowance covers both the purchase and installation of the indicated Work. The Contractor will bear the cost of coordinating the Work, providing the installer with access to the Work, temporary heat, ventilation, light, workspace, storage space, parking and toilet facilities, the cost of which will be included in the Contract Sum and not in the allowance.
- E. 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.
- F. Upon issuance of a Work Order, the Work Order funds will be tracked separately on the Contractor's Schedule of Values by Work Order number and the amount of the Cost of Work. If multiple subcontractors are employed for the Work Order, each Subcontractor's Pay Requisition will include a separate line with the description Work Order number that will flow to the Contractor's Schedule of Values. Once work is complete on the Work Order, the Contractor has 30 days in which to reconcile the Work Order, as follows:
  - 1. Provide Owner Project Management with a package containing cost support documents totaling the Cost of Work.

2. Calculate mark-ups and fee using the same formula/calculations used to create the original Work Order budget.
3. Any unused Work Order funds will be returned to the Owner's Allowance budget via a negative Work Order.

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

- G. 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. This is a procedural clarification of Section 00700, GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, as modified.

## PART 2 - PRODUCTS

Not used.

## PART 3 - EXECUTION

### 3.01 SCHEDULE OF OWNER'S ALLOWANCES

- A. These allowances will cover the total cost of all Work authorized under a Work Order, including but not limited to design, cost of materials and equipment delivered and unloaded at the Project site, and all applicable taxes, permits, fees, labor, installation costs and integration as applicable. The 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. Should the aggregate charge for an approved Work Order issued by the Owner under the Allowance be less than the amount of the Work Order, the Owner may issue another Work Order in a negative amount to reconcile the Work Order. Such reconciliation Work Orders do not require executive management approval.
- C. The following allowance amounts will be included in the Contract Sum bid amount on the Bid Form:

OWNER'S ALLOWANCE: Allow an amount of \$1,125,000.00 of the Contract Sum for:

1. Owner's Allowance may be used for repair, removal, relocation and/or replacement of utilities (sanitary system, storm system, potable water system, fire protection system, mechanical system, electrical system, communications, security system, etc.).

2. Owner's Allowance may be used for the resolution of unforeseen conditions with the existing airport property. This includes all elements associated with or discovered during the current contract scope including structural, sub surface, paving, lighting, signage, navigational aid, civil, irrigation, building envelope, or other elements associated with the contract scope.
  3. Owner's Allowance may be used for relocation and adjustments of Work associated with the airport's tenants. This Work shall include all disciplines: architectural, structural, mechanical, plumbing, electrical, communications, fire protection, civil, signage, etc.
  4. Owner's Allowance may be used for resolution of modifications to the project work as required by the authority having jurisdiction (Building Office, Fire Marshall, City Inspector, etc.).
  5. Owner's Allowance may be used for the Long Term Parking Garage elevator cabs' interior finishes.
  5. Owner's Allowance may be used for any Work not shown in the Contract Documents, but which is necessary to complete the Project, with approval of executive management.
- 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

## SECTION 01040 - PROJECT COORDINATION

### PART 1 - GENERAL

#### 1.01 DESCRIPTION

The minimum administration and supervisory requirements necessary for coordination of work on the Project include but are not necessarily limited to the following:

- A. Preconstruction Conference.
- B. Coordination and Progress Meetings.
- C. Preinstallation Conferences.
- D. Preconstruction and Progress Photographs.
- E. Reporting and Schedules.
- F. Special Reports.
- G. Service Interruption Requests.
- H. Drawing Log (updated weekly).

#### 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. 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 or potential claims.
- 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 in format required by Owner.

#### 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. Preinstallation and coordination meetings shall also occur prior to a new trade or new

scope of work starting. These meetings are also intended to review the approved submittals, means and methods, testing requirements, mock-up requirements, egress, MOT, and other relevant items.

The Contractor shall have a preinstallation and coordination meeting prior to starting work in a new area that could potentially impact the Authority. This pertains to multiple phased projects. Prior to transitioning to a new area of work, a preinstallation and coordination meeting shall occur to discuss impacts, schedule, temp signage, potential utility interruptions, MOT, delivery options, and other relevant items.

The Owner shall be invited to all preinstallation and coordination meetings. At the Owner's discretion, they may invite other parties that could include other contractors, engineers, department heads, or any other personnel that they deem necessary. These meeting should occur well in advance of any mobilization so as to allow the Owner to communicate to other team members and review the contract documents prior to the meetings. An agenda shall be distributed by the Contractor no later than 48 hours in advance.

- 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 in format required by Owner.

#### 1.06 PRECONSTRUCTION AND PROGRESS PHOTOGRAPHS

The Contractor will provide:

- A. Preconstruction and progress photographs are required by the Contract. Contractor will promptly forward electronic copies to the Owner.
- B. Photographs, videotape(s) or other video recording media will be labeled with the item and date 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 in format required by the Owner 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; 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. 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 telephone numbers and email addresses. The Contractor will update the list as required. The list will be entered into the Owner's software management system. The Contractor will coordinate with the Owner's Document Control Manager to ensure that this information is up to date on a quarterly basis by providing this list and indicating all changes to the list each time.

END OF SECTION

## SECTION 01050 - FIELD ENGINEERING

### PART 1 - GENERAL

#### 1.01 REQUIREMENTS INCLUDED

- A. The Owner may furnish horizontal and vertical monuments, which may be outside the limits of the Project site. The Contractor will preserve all horizontal and vertical control points furnished by the Owner.
- B. The Contractor will:
  - 1. Furnish all lines, grades, and measurements necessary for the proper prosecution and control of the Work under these Contract Documents. The Work will include performing all calculations required and setting all controls needed such as offsets, reference points, and other reference marks or points necessary to provide lines and grades for construction. The Contractor is responsible to maintain these control points for use by subsequent contractors.
  - 2. Establish the building grades, lines, levels, columns, walls and partition lines required.
  - 3. Calculate and measure required dimensions indicated within recognized tolerances.
  - 4. Not scale drawings to determine dimensions.
  - 5. Advise subcontractors performing Work of marked lines and levels provided for use in layout of Work.

#### 1.02 SURVEY

- A. Surveyor:

The Contractor will retain a competent Professional Engineer or Land Surveyor, experienced and specialized in land survey work, registered and licensed by the State of Florida, and acceptable to the Owner, who will establish the exterior lines and required elevations of all buildings and structures to be erected on the Project site and will establish sufficient lines and grades for the construction of associated Work such as, but not limited to, roads, utilities, aircraft aprons, and site grading. The Professional Engineer or Land Surveyor will certify as to the actual location of the constructed facilities in relation to property lines, building lines, easements, and other restrictive boundaries.

- B. Procedures:

The Contractor will:

- 1. Verify layout information indicated in relation to property survey and existing benchmarks before proceeding with layout of actual Work.

2. As Work proceeds, check major element for line, levels, and plumb.
3. Maintain accurate surveyor's log or record book of such checks, available for Owner's reference at reasonable times.
4. Record deviations from required lines and levels.
5. Advise Owner promptly upon detection of deviations exceeding indicated or recognized tolerances.
6. Record deviations which are accepted on Project Record Drawings.

### 1.03 RECORDS

The Contractor will:

- A. Maintain complete accurate log of control and survey Work as it progresses, updated monthly and accessible to Owner for review on an as needed basis.
- B. Upon completion of foundation walls and major Project site improvements, prepare certified survey showing dimensions, locations, angles, and elevations of construction.
- C. Final Survey:
  1. Immediately before time of Substantial Completion, prepare final survey showing significant features resulting from construction of Project.
  2. Include on survey certification, signed by surveyor, to effect that principal lines and levels of Project are accurately positioned as shown on survey.
- D. Survey Copies:  
Furnish electronic copy and one hard copy, if requested by Owner, of the final survey.
- E. Records of Actual Work:  
Furnish electronic copy and one hard copy, if requested by Owner, one of which will be returned for inclusion in Project Record Documents as specified in Section 01700 - PROJECT CLOSEOUT.

### 1.04 UNDERGROUND OBSTRUCTIONS

- A. The Contractor acknowledges that pipe lines, existing underground installation, and underground structures in vicinity of Work are shown on drawings according to best information available.
- B. The Contractor will verify location of underground pipe lines, conduits, and structures by contacting owners of underground utilities and by prospecting in advance of excavation.
- C. The Contractor will secure written permission from proper authority before initiating

new construction over existing utilities. The Contractor will submit copy or original written permission before commencing Work. Furnish release from proper authority before Final Acceptance of Work.

- D. The Contractor will repair cuts to existing utilities made during construction process as part of Project Work to satisfaction of utility Owner, unless otherwise stated in the Contract Documents.

#### PART 2 – PRODUCTS

Not used.

#### PART 3 – EXECUTION

Not used.

END OF SECTION

## SECTION 01095 - DEFINITIONS AND STANDARDS

### PART 1 - GENERAL

#### 1.01 DESCRIPTION OF REQUIREMENTS

##### A. General:

1. This section specifies procedural and administrative requirements for compliance with governing regulations and the codes and standards imposed upon the Work. These requirements include the obtaining of permits, licenses, inspections, releases and similar requirements associated with regulations, codes and standards.
2. Regulations are defined to include laws, statutes, ordinances, and lawful orders issued by governing authorities, as well as those rules, codes, conventions and agreements within the construction industry which effectively control the performance of the Work, as well as applicable FAA Advisory Circulars, regardless of whether they are lawfully imposed by governing authority or not.
3. Codes, standards and requirements of the Owner are identified within the Contract Documents. Contractor must examine, determine and identify other codes, standards and requirements that may be applicable to the Contractor's Work, such that the intent of the Contract is fully realized.

##### B. Governing Regulations:

Refer to Section 00700, GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, as modified, for requirements related to compliance with governing regulations.

#### 1.02 DEFINITIONS

##### A. General Requirements:

The provisions or requirements of Division 01 sections apply to the entire Work of this Contract and supplement the requirements in the Contract Documents.

A substantial amount of specification language consists of definitions of terms found in the Contract Documents. Certain terms used in Contract Documents are defined in this section. Definitions and explanation contained in this section are not necessarily either complete or exclusive, but are general for the Work to the extent they are not stated more explicitly in another element of the Contract Documents.

##### B. Whenever the following terms are used in the Contract Documents or any other documents or instruments pertaining to the construction of this Project, the intent and meaning will be interpreted as follows:

1. AASHTO. The American Association of State Highway and Transportation Officials.

2. ACCESS ROAD. The right-of-way, the roadway and all improvements constructed thereon connecting the airport to a public highway.
3. ADVERTISEMENT. A public announcement, as required by local law, inviting bids for Work to be performed and materials to be furnished. Also referred to as "Invitation to Bid" or "Notice to Bidders."
4. AIR OPERATIONS AREA (AOA). For the purpose of these Specifications, the term AOA means any area of the airport used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft. An AOA includes such paved or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiway or apron.
5. AIRPORT. Airport means Peter O. Knight Airport.
6. AIRPORT IMPROVEMENT PROGRAM (AIP). The AIP means a grant-in-aid program administrated by the Federal Aviation Administration.
7. APPROVE. Where used in conjunction with Owner's response to submittals, requests, applications, inquiries, reports and claims by the Contractor, the term "approved" will be held to limitations of Owner's responsibilities and duties as specified in the Contract Documents. In no case will "approval" by Owner be interpreted as a release of Contractor from responsibilities to fulfill requirements of the Contract Documents.
8. APM: Automated People Mover. A guided transit mode with fully automated operation, featuring vehicles that operate on guideways with exclusive right-of-way.
9. APM SYSTEM: The vehicles, running surfaces or track, switches, other guideway equipment, active graphics, any platform barrier doors, power distribution, central control, communications, maintenance equipment, and all other equipment, which when integrated results in the operation of the APM trains.
10. APRON. Area where aircraft are parked, unloaded or loaded, fueled and/or serviced.
11. ASTM INTERNATIONAL (ASTM). Formerly known as the American Society for Testing and Materials (ASTM).
12. AWARD. The acceptance by the Owner of the successful Bidder's Bid.
13. BID. The written offer of the Bidder to perform the Work and furnish the necessary materials and labor in accordance with the provisions of the Contract Documents.
14. BID BOND. The security furnished with a Bid to guaranty that the Bidder will enter into a Contract if Bidder's Bid is accepted by the Owner.

15. **BIDDER.** Any individual, partnership, firm or corporation, acting directly or through a duly authorized representative, who submits a Bid for the Work contemplated.
16. **BUILDING AREA.** An area on the airport to be used, considered, or intended to be used for airport buildings or other airport facilities or rights-of-way, together with all airport buildings and facilities located thereon.
17. **CERTIFICATE OF ANALYSIS (COA).** The COA is the manufacturer's Certificate of Compliance (COC) including all applicable test results required by the specifications.
18. **CERTIFICATE OF COMPLIANCE (COC).** The manufacturer's certification stating that materials or assemblies furnished fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer's authorized representative.
19. **CHANGE ORDER.** A written order to the Contractor covering changes in the plans, specifications, or proposal quantities and establishing the basis of payment and contract time adjustment, if any, for work within the scope of the contract and necessary to complete the project.
20. **CONSTRUCTION SCHEDULE.** The Contractor-prepared schedule as adjusted from time to time in accordance with the Contract Documents showing planned and actual progress by items of the Work.
21. **CONTRACT.** A written agreement between the Owner and the Contractor that establishes the obligations of the parties including but not limited to performance of work, furnishing of labor, equipment and materials and the basis of payment.  
  
The awarded contract includes but may not be limited to: Advertisement, Contract form, Proposal, Performance bond, payment bond, General provisions, certifications and representations, Technical Specifications, Plans, Supplemental Provisions, standards incorporated by reference and issued addenda.
22. **CONTRACT ITEM (PAY ITEM).** A specific unit of work for which a price is provided in the contract.
23. **CONTRACT TIME.** The number of calendar days or working days, stated in the proposal, allowed for completion of the contract, including authorized time extensions. If a calendar date of completion is stated in the proposal, in lieu of a number of calendar or working days, the contract shall be completed by that date.
24. **CONTRACTOR.** The individual, partnership, firm, or corporation primarily liable for the acceptable performance of the work contracted and for the payment of all legal debts pertaining to the work who acts directly or through lawful agents or employees to complete the contract work.

25. CONTRACTORS QUALITY CONTROL (QC) FACILITIES. The Contractor's QC facilities in accordance with the Contractor Quality Control Program (CQCP).
26. CONTRACTOR QUALITY CONTROL PROGRAM (CQCP). Details the methods and procedures that will be taken to assure that all materials and completed construction required by the contract conform to contract plans, technical specifications and other requirements, whether manufactured by the Contractor, or procured from subcontractors or vendors.
27. CONTROL STRIP. A demonstration by the Contractor that the materials, equipment, and construction processes results in a product meeting the requirements of the specification.
28. CONSTRUCTION SAFETY AND PHASING PLAN (CSPP). The overall plan for safety and phasing of a construction project developed by the airport operator, or developed by the airport operator's consultant and approved by the airport operator. It is included in the invitation for bids and becomes part of the project specifications.
29. DAY. As used in the Contract Documents means calendar day unless otherwise specifically defined.
30. DESIGN PROFESSIONAL: The individual, partnership, firm or corporation duly authorized by the Owner (Sponsor) to be responsible for the architectural and engineering supervision of the contract work and acting directly or through an authorized representative.
31. CONTRACT DOCUMENTS. The Contract Documents consist of the executed Contract between the Owner and Contractor, the Contractor's GMP Proposal as accepted by the Owner, Bonds, Insurance Requirements, the Division 1 Documents, E-Verify Certification and any Contract Modifications issued after execution of the Contract.
32. DIRECTED, REQUESTED, ETC. Where not otherwise explained, terms such as "directed", "requested", "authorized", "selected", "accepted", and "permitted" mean "directed by Owner or Design Professional", "requested by the Owner or Design Professional", and similar phrases. However, no such implied meaning will be interpreted to extend Owner's or Design Professional's responsibility into the Contractor's area of Contractor, including but not limited to construction supervision.
33. DRAINAGE SYSTEM. The system of pipes, ditches, ponds, and structures by which surface or subsurface waters are collected and conducted from the airport area.
34. DRAWINGS. The official Drawings or exact reproductions which show the location, character, dimensions and details of the airport and the Work to be done.
35. ENGINEER. The individual, partnership, firm, or corporation duly authorized by



the Owner to be responsible for engineering, inspection, and/or observation of the contract work and acting directly or through an authorized representative.

36. **EQUIPMENT.** The articles, devices, software, control system, and other assets used to serve a function in the operation of the Project. Also, used to refer to all machinery, together with the necessary supplies for upkeep and maintenance, as well as all tools and apparatus, necessary for the proper construction and acceptable completion of Work.
37. **EXPERIENCED.** The term "experienced" when used with the term "Installer" means having previous projects similar in size and scope to the installation to be performed, being familiar with the procedures required, and having complied with requirements of the authority having jurisdiction.
38. **EXTRA WORK.** An item of Work not provided for in the awarded Contract as previously modified by work order or change order but which is found by the Owner to be necessary to complete the Work within the intended scope of the Contract as previously modified.
39. **FAA (Federal Aviation Administration).** When used to designate a person, FAA means the Administrator or its duly authorized representative.
40. **FAA SUPPLEMENT.** It is understood that federal grant funds may be used in the Project. In the event federal grant funds are used, the Contract Documents will be governed by all applicable rules and regulations of the FAA and U.S. Department of Transportation, as well as applicable requirements incorporated in any grant agreement between the Owner and the FAA with regard to said funding, which requirements are set forth in the attached "FAA Construction Contract Clauses, Airport Improvement Program," and which will be incorporated herein if federal grant funds are utilized.
41. **FEDERAL SPECIFICATIONS.** The Federal Specifications and Standards, and all supplements, amendments and indices thereto as prepared and issued by the General Services Administration of the Federal Government. They may be obtained from the Specifications Unit, 7th and D Street, SW, Washington, DC 20406, Tele: (202) 472-2205 or 472-2140.
42. **FHWA (Federal Highway Administration).** When used to designate a person, FHWA will mean the Administrator or its duly authorized representative.
43. **FORCE ACCOUNT.** Contract Force Account - A method of payment that addresses extra work performed by the Contractor on a time and material basis. Owner Force Account - Work performed for the project by the Owner's employees.
44. **FURNISH.** Except as otherwise defined in greater detail, the term "furnish" is used to mean supply and delivery to Project site, ready for unloading, unpacking, assembly, installation, etc., as applicable in each instance for incorporation and installation into the Work.

45. INDICATED. The term "indicated" is a cross-reference to graphic representations, notes, or schedules on drawings, to other paragraphs or schedules in the Specifications, and to similar means of recording requirements in Contract Documents. Where terms such as "shown", "noted", "scheduled", and "specified" are used in lieu of "indicated", it is for the purpose of helping the reader locate the cross-reference, and no limitation of location is intended except as specifically noted.
46. INSPECTOR. An authorized representative of the Owner assigned to make all necessary inspections and/or tests of the Work performed or being performed, or of the materials furnished or being furnished by the Contractor.
47. INSTALL. Except as otherwise defined in greater detail, the term "install" is used to describe operations at the Work site including unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations, as applicable in each instance, to incorporate the element being installed into the Work.
48. INSTALLER. The term "installer" is the entity (person or firm) engaged by the Contractor, its Subcontractor or Sub-subcontractor for performance of a particular unit of Work at the Project site, including installation, erection, application, and similar required operations. It is a general requirement that such entities (installers) be expert in the operations they are engaged to perform.
49. INTENTION OF TERMS. Whenever, in the Contract Documents, the words "directed," "required," "permitted," "ordered," "designated," "prescribed," or words of like import are used, it will be understood that the direction, requirement, permission, order, designation, or prescription of the Design Professional is intended; and similarly, the words "approved," "acceptable," "satisfactory," or words of like import will mean approved by, acceptable to, or satisfactory to the Design Professional.
- a. Any reference to a specific requirement of a numbered paragraph of the Contract Document or a cited standard will be interpreted to include all general requirements of the entire section, specification item, or cited standard that may be pertinent to such specific reference.
50. LABORATORY. The official testing laboratories of the Contractor or Owner or such other laboratories as may be designated by the Owner.
51. LIGHTING. A system of fixtures providing or controlling the light sources used on or near the airport or within the airport buildings. The field lighting includes all luminous signals, markers, floodlights, and illuminating devices used on or near the airport or to aid in the operation of aircraft landing at, taking off from, or taxiing on the airport surface.
52. MAJOR AND MINOR CONTRACT ITEMS. A major contract item will be any item that is listed in the Bid, the total cost of which is equal to or greater than 20% of the total amount of the awarded Contract. All other items will be considered

minor contract items.

53. MATERIALS. Any substance to be used in the Work.
54. MODIFICATION OF STANDARDS (MOS). Any deviation from standard specifications applicable to material and construction methods in accordance with FAA Order 5300.1.
55. NO EXCEPTIONS TAKEN. The term "No Exceptions Taken" where used in conjunction with the Design Professional's action on the Contractor's submittals, applications, and requests, is limited to the Design Professional's duties and responsibilities as stated in Section 00700, GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, as modified.
  - a. Refer to Section 01340 - SHOP DRAWINGS, PRODUCT DATA AND SAMPLES for more specific information.
56. NPP. Non Pre Priced line item.
57. NOT APPROVED. Where used in conjunction with the Design Professional's response to submittals, requests, applications, inquires, reports, and claims by the Contractor, indicates that the item or material is unsatisfactory, and must be revised, new material prepared in accordance with notations, and the item or material resubmitted. Material marked in this manner will not be released for any Work.
58. NOTE MARKINGS. Where used in conjunction with the Owner's response to submittals, requests, applications, inquires, reports, and claims by the Contractor, "Note Markings" indicates that the item or material submitted is approved subject to corrections noted. Correction and re-submittal of the item is not required unless specifically called for in the notations. Approval of Contractor's submitted item does not constitute approval of the design. Approval does not permit any deviation from the Contractor's requirements and does not relieve the Contractor of the responsibility for errors or deficiencies in design, dimension, details, or for coordinating installation and/or construction with actual conditions at the Project site.
59. NOTICE TO PROCEED (NTP). A written notice to the Contractor to begin the actual Contract Work. If applicable, the NTP will state the date on which the Contract Time begins.
60. OWNER (SPONSOR). The term Owner or Sponsor will mean the party of the first part or the contracting agency signatory to the Contract. The Hillsborough County Aviation Authority is the Owner, and will include its agents, employees, representatives and contractors when acting at its direction or on its behalf. The Hillsborough County Aviation Authority is also referred to as the "Owner" in these Contract Documents. For AIP Contracts, the term Sponsor will have the same meaning as the term Owner.

61. PAVEMENT. The combined surface or friction course, structural course, base course, and sub-base course, if any, considered as a single unit.
62. PAYMENT BOND. The approved form of security furnished by the Contractor and Contractor's surety as a guaranty that the Contractor will pay in full all bills and accounts for material and labor used in the construction of the Work under the contract.
63. PERFORMANCE BOND. The approved form of security furnished by the Contractor and Contractor's surety as a guaranty that the Contractor will complete the Work in accordance with the terms of the Contract and will complete the guarantee of the Work specified therein.
64. PLANS. The official drawings or exact reproductions which show the location, character, dimensions and details of the airport and the work to be done and which are to be considered as a part of the contract, supplementary to the specifications. Plans may also be referred to as 'contract drawings.'
65. PROJECT. The Work defined in the Contract Documents.
66. PROJECT SITE. The term "Project Site" is defined as the space available to the Contractor for performance of the Work, either exclusively or in conjunction with others performing other Work, as part of the Project. The extent of the Project Site may or may not be identical with the description of the land upon which the Project is to be built but it is within or near Tampa Executive Airport.
67. PROPOSAL. The written offer of the bidder (when submitted on the approved proposal form) to perform the contemplated work and furnish the necessary materials in accordance with the provisions of the plans and specifications.
68. PROPOSAL GUARANTY. The security furnished with a proposal to guarantee that the bidder will enter into a contract if their own proposal is accepted by the Owner.
69. PROVIDE. Except as otherwise defined in greater detail, the term "provide" means furnish and install, complete, and ready for intended use, as applicable in each instance.
70. QUALITY ASSURANCE (QA). Owner's responsibility to assure that construction work completed complies with specifications for payment.
71. QUALITY CONTROL (QC). Contractor's responsibility to control material(s) and construction processes to complete construction in accordance with project specifications.
72. QUALITY ASSURANCE (QA) INSPECTOR. An authorized representative of the Engineer and/or Resident Project Representative (RPR) assigned to make all necessary inspections, observations, tests, and/or observation of tests of the

work performed or being performed, or of the materials furnished or being furnished by the Contractor.

73. QUALITY ASSURANCE (QA) LABORATORY. The official quality assurance testing laboratories of the Owner or such other laboratories as may be designated by the Engineer or RPR. May also be referred to as Engineer's, Owner's, or QA Laboratory.
74. RESIDENT PROJECT REPRESENTATIVE (RPR). The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for all necessary inspections, observations, tests, and/or observations of tests of the contract work performed or being performed, or of the materials furnished or being furnished by the Contractor, and acting directly or through an authorized representative.
75. RETENTION. Retention (or Retainage) is the amount of compensation for Work accomplished by the Contractor which is retained by the Owner to be paid to the Contractor as specified herein.
76. RUNWAY. The area on the airport designated for the landing and takeoff of aircraft.
77. RUNWAY SAFETY AREA (RSA). A defined surface surrounding the runway prepared or suitable for reducing the risk of damage to aircraft. See the construction safety and phasing plan (CSPP) for limits of the RSA.
78. SAFETY PLAN COMPLIANCE DOCUMENT (SPCD). Details how the Contractor will comply with the CSPP.
79. SHOP DRAWINGS. All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Contractor, a subcontractor, manufacturer, supplier or distributor and which illustrate the equipment, material or some portion of the Work.
80. SHUTTLE. A guided transit mode with fully automated operation, featuring vehicles that operate on guideways between the Main Terminal and Airsides
81. SPECIFICATIONS. A part of the Contract Documents containing the written directions and requirements for completing the Contract Work. Standards for specifying materials or testing which are cited in the Contract Specifications by reference will have the same force and effect as if included in the Contract physically.
82. SPONSOR. See "Owner".
83. STRUCTURES. Airport facilities such as buildings, aprons, bridges, culverts, catch basins, inlets, retaining walls, cribbing, storm and sanitary sewer lines, waterlines, underdrains, electrical ducts, manholes, handholes, lighting fixtures and bases, transformers, flexible and rigid pavements, navigational aids, buildings, vaults, and other manmade features of the airport that may be

encountered in the Work and not otherwise classified herein.

- 84. SUBGRADE. The soil which forms the pavement foundation.
- 85. SUPERINTENDENT. The Contractor's executive representative who is present on the Work during progress, authorized to receive and fulfill instructions from the Owner, and who will supervise and direct the construction.
- 86. SUPPLEMENTAL CONTRACT. 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.
- 87. SURETY. The corporation, partnership, or individual, other than the Contractor, executing Payment and Performance Bonds which are furnished to the Owner by the Contractor.
- 88. TAXILANE. A taxiway designed for low speed movement of aircraft between aircraft parking areas and terminal areas.
- 89. TAXIWAY. The portion of the AOA of an airport that has been designated by the airport authority for movement of aircraft to and from the airport's runways or aircraft parking areas.
- 90. TAXIWAY/TAXILANE SAFETY AREA (TSA). A defined surface alongside the taxiway prepared or suitable for reducing the risk of damage to an aircraft. See the construction safety and phasing plan (CSPP) for limits of the TSA.
- 91. TESTING LABORATORIES. An independent entity engaged to perform specific inspections or tests of the Work, either at the Project site or elsewhere, and to report and (if required) interpret results of those inspections or tests.
- 92. TRADES. Use of titles such as "carpentry" is not intended to imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to tradespersons of the corresponding generic name.
- 93. UNIT PRICE. Cost per unit of Work.
- 94. WORK. 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.

95. WORKING DAY. A working day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the Contractor may proceed with regular work for at least six (6) hours toward completion of the contract. When work is suspended for causes beyond the Contractor's control, it will not be counted as a working day. Saturdays, Sundays and holidays on which the Contractor's forces engage in regular work will be considered as working days.

### 1.03 SPECIFICATION FORMAT AND CONTENT EXPLANATION

#### A. General:

1. This article is provided to help the user of the Specifications to more readily understand the format, language, implied requirements and similar conventions of content. None of the following explanations will be interpreted to modify the substance of the Contract requirements.

#### B. Specification Content:

1. The Project Specifications and the Contract Documents have been produced employing certain conventions in the use of language as well as conventions regarding the intended meaning of certain terms, words, and phrases when used in particular situations or circumstances. These conventions are explained as follows:
  - a. In certain circumstances, the language of the Specifications and other Contract Documents is of the abbreviated type. It implies words and meanings that will be interpreted as plural. Plural words will be interpreted as singular where applicable and where the full context of the Contract Documents so indicates.
  - b. Imperative Language is used generally in the Specifications. Requirements expressed imperatively are to be performed by the Contractor. At certain locations in the text, for clarity, contrasting subjective language is used to describe responsibilities which must be fulfilled indirectly by the Contractor or by others when so noted.

### 1.04 INDUSTRY STANDARDS

#### A. Applicability of Standards:

Except where more explicit or stringent requirements are written into the Contract Documents, applicable industry standards have the same force and effect as if bound into or copied directly into the Contract Documents. Such industry standards are made a part of the Contract Documents by reference. Contractor shall keep available copies of all applicable codes and standards at locations where Work is being performed, including the Project Site.

#### B. Publication Dates:

Except as otherwise indicated, where compliance with an industry standard is required, comply with standard in effect as of date of Contract Documents.

C. Conflicting Requirements:

Where compliance with two or more standards is specified, and where these standards establish different or conflicting requirements, the Contractor shall call the conflict to the Owner's attention and the most stringent requirement will be enforced as determined by the Owner.

D. Copies of Standards:

1. The Contract Documents require that each entity performing Work be experienced in that part of the Work being performed. Each entity is also required to be familiar with industry standards applicable to that part of the Work. Copies of applicable industry standards are not bound with the Contract Documents.
  - a. Where copies of industry standards are needed for proper performance of the Work, the Contractor is required to obtain such copies directly from the publication source.
  - b. Although certain copies of industry standards needed for enforcement of the requirements may be required submittals, the Owner reserves the right to require the Contractor to submit additional copies of these standards as necessary for enforcement of requirements.

E. Abbreviations and Names:

Trade association names and titles of general standards are frequently abbreviated. Where acronyms or abbreviations are used in the Specifications or other Contract Documents they are defined to mean the recognized name of the trade association, standards generating organization, governing authority or other entity applicable to the context of the text provision. Refer to the "Encyclopedia of Associations," published by Gale Research Co.

F. Comply with applicable standards for work promulgated by organizations, associations, institutes, societies, boards and generally recognized organizations including but not limited to:

Acoustical Materials Association.....	AMA
Air Conditioning & Refrigeration Institute.....	ARI
Air Moving & Conditioning Association.....	AMCA
Aluminum Association.....	AA
American Association of State Highway and Transportation Officials	AASHTO
American Concrete Institute.....	ACI
American Gas Association.....	AGA
American Institute of Steel Construction.....	AISC
American National Standards Institute.....	ANSI



American Petroleum Institute.....	API
American Plywood Association.....	APA
American Society for Testing and Materials.....	ASTM
American Society of Heating, Refrigerating & Air Conditioning Engineers.	ASHRAE
American Water Works Association.....	AWWA
American Welding Society.....	AWS
American Wood Preservers Bureau.....	AWPB
Architectural Precast Association.....	APA
Architectural Woodworking Institute.....	AWI
Cast Iron Pipe Research Association.....	CIPRA
Concrete Reinforcing Steel Institute.....	CRSI
Contracting Plasterers and Lathers International Association.....	CPLIA
Factory Mutual Engineering Corporation.....	FM
	FED.
Federal Specifications.....	SPEC.
Flat Glass Jobbers Association.....	FGJA
Gypsum Association.....	GA
Industrial Power Cable Engineers Association.....	IPCEA
Institute of Boiler & Refrigeration.....	IBR
Institute of Electrical & Electronic Engineers.....	IEEE
Joint Industry Council.....	JIC
Metal Lath Manufacturers Association.....	MLMA
Metal Lath/Steel Framing Association.....	ML/SFA
Military Specifications.....	MIL. SPEC.
National Association of Architectural Metal.....	NAAM
National Bureau for Lathing and Plastering.....	NBLP
National Concrete Masonry Association.....	NCMA
National Electric Code.....	NEC
National Electrical Manufacturers Association.....	NEMA
National Fire Protection Association.....	NFPA
National Lumber Manufacturers Association.....	NLMA
National Roofing Contractors Association.....	NRCA
National Terrazzo & Mosaic Association.....	NTMA
National Woodwork Manufacturers Association.....	NWMA
Portland Cement Association.....	PCA
Post-Tensioning Institute.....	PTI
Precast Concrete Institute.....	PCI
Product Standards.....	PS
Research Council on Riveted and Bolted Structural Joints.....	RCRBSJ
Rubber Manufacturer's Association.....	RMA
Sealing and Waterproofers Institute.....	SWI
Sheet Metal & Air Conditioning Contractors National Assoc.....	SMACNA
Southern Pine Inspection Bureau.....	SPIB
Steel Boiler Institute.....	SBI

Steel Door Institute.....	SDI
Steel Joist Institute.....	SJI
Steel Structures Painting Council.....	SSPC
Stucco Manufacturer's Association.....	SMA
Tile Council of America.....	TCA
Tubular Exchange Manufacturers Association.....	TEMA
Underwriter's Laboratories.....	UL
United States Department of Commerce - Commercial Standards.....	CS
United States Department of Commerce – Products Standards	PS
United States Gypsum Company.....	USG
United States Postal Service.....	USPS
Vermiculite Institute.....	VI
Warnock Hersey.....	WH
West Coast Lumber Inspection Bureau.....	WCLIB

- G. Where more than one quality or requirement is set forth in such standards and reference is not made in these Specifications to which specific quality or requirement is intended, the conflict shall be brought to the attention of the Owner who will determine which one to follow. The Contractor will be deemed to have bid the most stringent and furnished the most stringent. Where under such standards options occur, the Owner will be called upon to designate which applies.
  
- H. No provisions of any referenced standard, specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) will be effective to change the duties and responsibilities of the Owner, Contractor or any of their consultants, agents or employees, from those set forth in the Contract Documents, nor will it be effective to assign to the Owner any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of the Contract Documents.

1.05 CODES/MANUFACTURER'S RECOMMENDATIONS

- A. Applicable code requirements are included herein by this reference. However, such are minimum criteria and no reduction from Drawings or Specifications will be permitted, even if allowed by applicable code.
  
- B. Electrical and mechanical apparatus, fixtures and equipment will bear approved device label of Underwriter's Laboratories.
  
- C. The local building code and the Florida Building Code (Latest Edition) apply to all Work. In the event a conflict occurs between the local and Florida Building Codes, the greater requirements will govern. The Contractor shall call to the attention of the Owner any conflict which may arise due to revisions to codes and regulations subsequent to the Contract Date.
  
- D. Specifically, comply with following codes and regulations:

1. Florida Building Code, Latest Edition.
2. Florida Plumbing Code, Latest Edition.
3. Florida Mechanical Code, Latest Edition.
4. Florida Fire/Gas Code, Latest Edition.
5. Local Building Code.
6. Local Public Utility regulations.
7. City of Tampa Water Department "Developer-Install" Manual.
8. City of Tampa Department of Sanitary Sewer Developer Review Package.
9. National Standard Plumbing Code.
10. National Electric Code (NEC).
11. ASME Code for unfired pressure vessels.
12. Building exits code (life safety code), NFPA 101.
13. Standards of National Board of Fire Underwriters.
14. ASHRAE Safety Code for Mechanical Refrigeration.
15. National Fire Codes.
16. National Fire Protection Association.
17. Occupational Safety and Health Administration (OSHA).
18. International Council of Building officials.
19. Housing and Urban Development.
20. Council of American Building Officials.
21. ANSI A17.1-1987 Safety Code for Elevators and Escalators.
22. American National Standards Institute (ANSI).
23. Florida Department of Environmental Regulation.
24. United States Environmental Protection Agency.
25. Americans with Disabilities Act (ADA).
26. Hillsborough County Environmental Protection Commission.
27. Florida Department of Transportation (FDOT).
28. Federal Aviation Administration (FAA)(Including, but not limited to applicable Advisory Circulars.) applicable Advisory Circulars.)

E. Comply with recommendations of pertinent manufacturer to achieve first quality work.

#### 1.06 ABBREVIATED SPECIFICATIONS

- A. In order to shorten these Specifications, certain terminology and form common in specification writing is employed. The following words are often omitted when meaning remains clear without the same, i.e., "the," "the Contractor will," "of," "a," "will comply with," etc.
- B. Uses of a period or colon after a general mention of a material lists means "will be," or "will comply with." Example:

"Portland Cement: ASTM C 150, Type 1."

PART 2 – PRODUCTS

Not used.

PART 3 – EXECUTION

Not used.

END OF SECTION

## SECTION 01110 - AIRPORT PROJECT PROCEDURES

### PART 1 - GENERAL

#### 1.01 AIRPORT OPERATIONS

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

#### 1.02 PERMITS, LICENSES AND TAXES

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

#### 1.03 VERIFICATION OF EXISTING CONDITIONS

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

#### 1.04 MAINTENANCE OF TRAFFIC

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

as part of its Work and is included in the Contract Sum Bid Amount.

- C. The Contractor will not prevent public traffic from using active aviation and public areas in and around the Airport. The Work will be coordinated with the Owner and other agencies having an interest in the capability of the Airport and will be programmed and stated accordingly so that public traffic may be routed over partially completed Work. Appropriate safety precautions will be provided by the Contractor to protect employees, the public and the Work.
- D. Should it be necessary for the Contractor to complete portions of the Contract Work for the beneficial occupancy of the Owner prior to completion of the whole Work, such "phasing" of the Work will be specified herein and indicated on the Drawings. When so specified, the Contractor will complete such portions of the Work on or before the date specified or as otherwise specified.
- E. If the Contractor, with the concurrence of the Owner, elects to complete one increment of Work prior to completion of the whole Work, the Owner may accept the Work for beneficial occupancy. Upon completion of any portion of the Work listed above, such portion will be accepted by the Owner in accordance with the Contract.
- F. No portion of the Work may be opened by the Contractor for public use until ordered by the Owner in writing. Should it become necessary to open a portion of the Work to public traffic on a temporary or intermittent basis, such openings will be made when, in the opinion of the Owner, such portion of the Work is in an acceptable condition to support the intended traffic. Temporary or intermittent openings are considered to be inherent in the Work and will not constitute either acceptance of the portion of the Work so opened or a waiver of any provision of the Contract. Any damage to the portion of the Work so opened that is not attributable to traffic which is permitted by the Owner will be repaired by the Contractor at Contractor's expense.
- G. The Contractor will make its own estimate of the inherent difficulties involved in completing the Work under the conditions herein described and will not claim any added compensation by reason of delay or increased cost due to opening a portion of the Contract Work.
- H. When the Work is in or near vehicular traffic and pedestrian areas, the Contractor will arrange the Work so as to avoid disruption of normal traffic patterns. The Contractor will provide, erect and maintain effective barricades, danger signals, signs and equipment to provide protection of the Work and the safety of the public throughout the area in accordance with the "FDOT Roadway and Traffic Design Standards."
- I. The Contractor will maintain traffic within the limits of the Project for the duration of the construction period, including all temporary suspensions of Work. It will include the construction and maintenance of all necessary detour facilities; the furnishing, installing and maintaining of traffic control and safety devices during construction; the control of dust; and any other special requirements for safe and expeditious movement of aircraft, vehicular traffic and pedestrians. Before contracting with any outside agency for a uniformed law enforcement officer to assist in the maintenance of traffic, the Contractor will first coordinate availability of Tampa International Airport Police with the Police Department dispatch office at (813) 870-8760.

1. Beginning Date of Contractor's Responsibility: The Contractor's responsibility for maintenance of traffic will begin on the day Contractor starts Work on the Project at the Project site and will continue until the date of Final Acceptance of the Work.
  2. Number of Traffic Lanes: Unless otherwise specified, the Contractor will close no more than one lane on each roadway and ramp. Unless otherwise specified, the effective width of each lane used for maintenance of traffic will be at least as wide as the traffic lanes existing in the area prior to commencement of construction. Traffic control and warning devices will not encroach on lanes used for maintenance of traffic. All closures on any traffic lanes will be coordinated with the Owner a minimum of seven calendar days prior to any closure.
  3. High Traffic Areas: When the Work is in or near vehicular traffic and pedestrian areas, arrange the Work so as to avoid disruption of normal traffic patterns. Provide, erect and maintain effective barricades, variable message boards, danger signals, signs and equipment to provide protection of the Work and the safety of the public throughout the area.
- J. The Contractor will be responsible for performing daily inspections, including weekends and holidays with some inspections at night time, of the installations on the Project and replacing all equipment and devices not conforming to the approved standards during that inspection. The Owner will be advised of the schedule of these inspections and be given the opportunity to join in the inspection as deemed necessary.
- K. Sections Not Requiring Traffic Maintenance: Contractor will not be required to maintain traffic over those portions of the Project where no Work is to be accomplished or where construction operations will not affect existing roads. Contractor, however, will not obstruct nor create a hazard to any traffic during the prosecution of the Work and will be responsible for repair of all damage to existing pavement or facilities caused by Contractor's operations.
- L. Traffic Plan: If applicable, the Contractor will present its Maintenance of Traffic Plan at the Pre-construction Conference/meeting. Maintenance of Traffic Plan will be in written form and include plan sheets which indicate the type and location of all signs, lights, barricades, variable message boards, arrow boards, striping and barriers to be used for the safe passage of pedestrians, vehicular and aircraft traffic through the Project. The plan will indicate conditions and set-up for each phase of the Contractor's activities. In no case may the Contractor begin Work until the Maintenance of Traffic Plan has been approved in writing by the Owner. Modifications to the Maintenance of Traffic Plan that may become necessary will also be approved in writing. Except in an emergency, no changes to the approved Maintenance of Traffic Plan will be allowed until approval of the change has been received.
- M. Traffic During Construction: All construction vehicles are required to use existing public traffic routes. Normal public traffic lanes are not to be used as staging areas for arriving delivery vehicles. The Contractor's employees will utilize the designated Contractor employee parking area.

1. Adequate accommodations for intersecting and crossing traffic will be provided and maintained and, except where specific permission is given, no road or street crossing the Project will be blocked or unduly restricted.
- N. The “FDOT Roadway and Traffic Design Standards” manual sets forth the basic principles and prescribes minimum standards to be followed in the design, application, installation, maintenance, and removal of all traffic control devices and all warning devices and barriers which are necessary to protect the public and workers from hazards within the Project limits. The standards established in the aforementioned manual constitute the minimum requirements for normal conditions and additional traffic control devices, warning devices, barriers or other safety devices will be required where unusual, complex or particular hazardous conditions exist.
- O. Installation: The responsibility for installation and maintenance of adequate traffic control devices, warning devices and barriers for the protection of the public and workers, as well as to safeguard the Work, will rest with the Contractor. The required traffic control devices, warning devices and barriers will be erected by the Contractor prior to creation of any hazardous condition and in conjunction with any necessary re-routing of traffic. The Contractor will immediately remove, turn or cover any devices or barriers which do not apply to existing conditions.
1. The Contractor will make the Owner aware of any scheduled operation which will affect patterns or safety sufficiently in advance of commencing such operation to permit Owner’s review of the plan for installation of traffic control devices or barriers proposed by the Contractor.
  2. The Contractor will assign one of its employees the responsibility of maintaining the position and condition of all traffic control devices, warning devices and barriers throughout the duration of the Contract including holidays and blackout periods. The Owner will be kept advised at all times as to the identification and means of contacting this employee on a 24 hour basis.
- P. Furnishing of Devices and Barriers: All traffic control devices including signs, warning devices, variable message boards, arrow boards, and barriers will be furnished by the Contractor.
1. When the Work requires closing an AOA of the airport or portion of such area, the Contractor will furnish, erect, and maintain temporary markings and associated lighting conforming to the requirements specified in the Contract Documents or FAA Advisory Circular 150/5340-latest edition, “Marking of Paved Areas on Airports,” as applicable.
  2. The Contractor will furnish and erect all barricades, warning signs, and markings for hazards prior to commencing Work which requires such erection and will maintain the barricades, warning signs, and markings for hazards until their dismantling is directed by the Owner.
- Q. Maintenance of Devices and Barriers: Traffic control devices, warning devices, and barriers will be kept in the correct position, properly directed, clearly visible and clean,



at all times. Damaged, defaced or dirty devices or barriers will immediately be repaired, replaced or cleaned as directed.

- R. Flagger: The Contractor will provide competent flagger to direct traffic where one-way operation in a single lane is in effect and in other situations as may be required by the standards established herein.
- S. Contractor Signing: The Contractor may furnish and install construction traffic directional signs along the existing traffic route. The signs will depict Contractor's logo or name, directional arrows and "deliveries". Signs will be of sufficient size to have 6" high lettering and will be located at each decision point. All signs and their locations will be approved by the Owner. NO OTHER SIGNS ARE PERMITTED ON OWNER PROPERTY. There will be no writing or signing on printed screen fences.
- T. Material Deliveries: The Contractor will make its own material and equipment deliveries. No deliveries will be made by vendors or suppliers without escort by a representative of the Contractor.
  - 1. All trash is to be sealed and tied down in such a manner that it will not dirty the floor. The removal, in dustproof sealed containers, of debris will be scheduled the same as deliveries. Specific requirements will be covered at the Preconstruction Conference.
- U. Elevator Use: Existing passenger elevators and escalators will not be used. However, the existing "Service Elevator" may be used if requested.
- V. All dollies, floats, or other conveyances used for debris removal will be rubber tired, box type, and lined with plastic barrier to prevent debris falling from the cart. All carts are to be loaded within the confines of the dust barrier. Transport of debris through public spaces, if permitted, will be made only after coordination of times and routes with the Owner.
- W. Notification: On days when construction traffic is expected to be extra heavy or when oversized pieces of equipment are to be delivered, give the Owner a minimum of 72 hour notice prior to the event.
- X. Interference Request:
  - 1. The Contractor will be responsible for notifying the Owner in writing of, and securing approval for, any and all interruptions or interference with traffic (pedestrian, automobile), or other necessary function of the Airport or any of the airlines.
  - 2. The request will include a traffic control plan indicating barricades, arrow boards, variable message boards, lighting and flagmen where required.
  - 3. Such notification will be made as soon as possible but in no case less than 48 hours prior to the interference.
  - 4. The Contractor should utilize a standard Maintenance / Construction

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

Y. Personnel Traffic:

1. General: All construction personnel will be restricted to construction areas. They will wear shirts with sleeves and long pants at all times.
2. Walkways: When walking from the Contractor's parking lot to the job site, existing walkways and crossings will be used. The Contractor will not use vehicle traffic lanes as walkways.
3. Elevators/Escalators: Existing elevators and escalators will not be used at any time for the transporting of construction personnel or construction materials. The entry to all elevators will not be blocked at any time.
4. Use of Public Areas: The Contractor's workers will not utilize public areas for taking their "work breaks" or "lunch breaks." Areas for this purpose can be designated by the Owner upon request. No public toilets will be used by any workers at any time.
5. Use of Restaurants: The Contractor 's workers will not use restaurants, lounges or other concession areas within the Airport, unless approved by the Owner.

Z. Character of Workers:

1. The Contractor will, at all times, employ sufficient labor and equipment for prosecuting the Work to full completion in the manner and time required by the Contract Documents.
2. All workers will have sufficient skill and experience to properly perform the Work assigned to them. Workers engaged in special Work or skilled Work will have sufficient experience in such Work, and in the operation of the equipment required, to perform the Work satisfactorily. This includes proper certification or training for equipment operators. Upon request by the Owner, the Contractor shall supply copies of all certification or training certificates.
3. The failure to provide adequate labor and equipment may be considered cause for terminating the Contract.
4. Any person employed by the Contractor or a subcontractor who, in the opinion of the Owner, does not perform their Work in a proper and skillful manner or is intemperate or disorderly, will, at the written request of the Owner, be removed forthwith by the Contractor or subcontractor employing such person and will not be employed again in any portion of the Work without the approval of the Owner.

5. Should the Contractor or subcontractor fail to remove such person or persons or fail to furnish suitable and sufficient personnel for the proper prosecution of the Work, the Owner may suspend the Work by written notice until compliance with such orders.
6. No firearms are permitted on Project site at any time.

#### 1.05 METHODS AND EQUIPMENT

- A. All equipment which is proposed to be used on the Work will be of sufficient size and in such mechanical condition as to meet requirements of the Work and to produce a satisfactory quality of Work. Equipment used on any portion of the Work will be such that no injury to previously completed Work, adjacent property, or existing Airport facilities will result from its use.
- B. When the methods and equipment to be used by the Contractor in accomplishing the Work are not prescribed in the Contract, the Contractor is free to use any methods or equipment that will accomplish the Work in conformity with the requirements of the Contract Documents.
- C. When the Contract specifies the use of certain methods and equipment, such methods and equipment will be used unless others are authorized by the Owner. If the Contractor desires to use a method or type of equipment other than specified in the Contract, Contractor may request approval from the Owner to do so. The request will be in writing and will include a full description of the methods and/or equipment proposed and the reasons for desiring to make the change. If approval is given, it will be on the condition that the Contractor will be fully responsible for producing work in conformity with the Contract Documents. If, after trial use of the substituted methods or equipment, the Owner determines that the Work produced does not meet the Contract Documents, the Contractor will discontinue the use of the substitute method or equipment and will complete the remaining Work with the specified methods and equipment.
- D. The Contractor will remove any deficient Work and replace it with Work of specified quality, or take such other corrective action as the Owner may direct. No change will be made in basis of payment for items in the Contract involved or in Contract Time as a result of authorizing a change in methods or equipment under this Section.

#### 1.06 HOURS OF WORK

- A. Work hours will comply with the Project Schedule requirements specified in Section 01315 - SCHEDULES, PHASING. In addition, the following limitations apply:
  1. Work may proceed at any time (24 hours a day) unless otherwise indicated on Drawings with the following exceptions (all hours subject to Owner approval).
  2. Holiday blackout periods

- a. FAA Moratorium at Thanksgiving: Saturday in November before Thanksgiving through 4th Monday in November following Thanksgiving. No work allowed near navigational aid critical areas and working in proximity to FAA cables. No runway closures.
  - b. FAA Moratorium at Christmas: 3rd Saturday in December until January 2. No work allowed near navigational aid critical areas and working in proximity to FAA cables. No runway closures.
  - c. Spring Break: Second week in March through mid-April. No runway closures.
  - d. All three blackout periods noted above will have limited or restricted work hours throughout the campus. Work shall not impact the normal operations of the airport. Close coordination and Owner approval will be required for all work activities during these time periods.
3. Disruptive Work will be defined as any activity (including excessive noise, air pollution [dust, etc.] and similar events) that adversely disrupts, hinders or impacts normal Airport operations. These activities will be conducted so as not to interfere with the normal operation of the Airport. Work which may be considered disruptive will be conducted by the Contractor during middle of the night hours as designated by the Owner. When directed by the Owner to cease Disruptive Work, the Contractor will immediately suspend and discontinue the Disruptive Work. Work will not be resumed until directed by the Owner. Contractor's claim for additional cost or additional Contract Time for suspending Disruptive Work will not be accepted.

#### 1.07 DAILY CLEAN-UP AND TRASH REMOVAL

- A. Debris from Work will be promptly removed from the Project site at least daily. Debris will not be allowed to become a hazard to the safety of the public. Areas occupied by the Owner and Building Tenants will be kept clean at all times.
- B. The Contractor will be responsible for clean-up and trash removal. Accumulation of trash and debris will not be allowed and the Owner may at any time direct the Contractor to immediately remove its trash and debris from the site of the Work when, in the opinion of the Owner, such trash constitutes a nuisance or in any way hinders the Work or the Airport's operations. If the Contractor should fail to remove its trash and debris from the site of the Work in a timely manner, the Owner may have this Work performed and deduct the cost of such from Contractor's payment.

#### 1.08 CLEANING AND PROTECTION

- A. General: During all Work at the Project Site, clean and protect Work in progress and adjoining Work on the basis of continuous daily maintenance. Apply protective covering on installed Work to ensure freedom from damage or deterioration.
- B. Clean and perform maintenance on installed Work as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to

ensure operability without damaging effects.

- C. Limiting Exposures of Work: To the extent possible through appropriate control and protection methods, supervise performance of the Work in such a manner and by such means which will ensure that none of the Work, whether completed or in progress, will be subjected to harmful, dangerous, damaging or otherwise deleterious exposure during the construction period. Such exposures include, where applicable, but are not limited to, the following:
1. Excessive static or dynamic loading.
  2. Excessive internal or external pressures.
  3. Excessive electrical loading.
  4. Solvents.
  5. Chemicals.
  6. Light.
  7. Puncture.
  8. Abrasion.
  9. Heavy Traffic.
  10. Soiling.
  11. Combustion.
  12. High speed operation, improper lubrication, unusual wear.
  13. Improper shipping or handling.
  14. Theft.
  15. Vandalism.
- D. Protection at Openings: Contractor will provide protection at all openings in structures and finishes to maintain the building weather and dust tight. All protection will be of solid material and substantial so that it will not be disturbed by wind and weather normal to the area and season, and will also be tight fitting to prevent noise infiltration.
- E. Protection of Improvements:
1. Damage to Existing Facilities: Existing surfaces and materials of the Owner's property not requiring work by the Contract Documents that are damaged by the Contractor's operations will be immediately repaired. Repaired surfaces and materials will match existing adjacent undamaged surfaces and materials.

Repair work will be coordinated with the Owner with regards to time and method.

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

F. Owner's - Standards of Construction:

1. Hazardous Materials:
  - a. ANY PRODUCT OR MATERIAL THAT CONTAINS ASBESTOS MATERIAL WILL NOT BE PERMITTED ON THIS PROJECT.
  - b. ANY PAINT CONTAINING LEAD WILL NOT BE USED ON THIS PROJECT.
2. Building:
  - a. Materials and finishes used in the Work will have a fire rating at least equal to the rating required for the type of space in which the Work is to be performed.
  - b. No work will be performed which, when complete, will result in the degradation of the fire rating for the space.
  - c. Any penetration of existing ceilings or walls which will break the fire rating of the ceiling or wall will be patched to obtain the same fire rating and to the satisfaction of the Owner.
  - d. Any ceiling access panel now existing will remain in its present location and cannot be covered in a manner to prevent access.
  - e. Any ceiling, other than Contractor's own space, that must be accessed or crossed from above will be done only with prior permission of the Owner.
  - f. Wood framing is prohibited for partitioning.

G. Overhead Protection:

1. No cranes with or without loads or other construction equipment will cross over non-construction personnel, their travel ways which include but are not limited to, walkways, roadways, or passenger transfer system tracks.
2. The plan of operation of cranes and other hoisting equipment will be established in writing by the Contractor. This plan of operation will be subject to review by the Owner.
3. Specific areas affected by construction may require protective covering. These protection coverings will be adequate to insure the protection of life and property and the continuous operation of the Airport. The layout and location of the protective systems will be subject to review and rejection by the Owner. Structural integrity of protection systems will be the responsibility of the Contractor.
4. The use of helicopters to lift, place, or otherwise maneuver equipment is expressly prohibited.

1.09 CONSERVATION AND SALVAGE

A. General:

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

1. It is a requirement for supervision and administration of the Work that construction operations be carried out with the maximum possible consideration given to conservation of energy, water and materials. In addition, maximum consideration will be given to salvaging materials and equipment involved in performance of the Work but not incorporated therein.
2. Refer to other sections for required disposition of salvage materials which are the Owner's property.

PART 2 – PRODUCTS

Not used.

PART 3 – EXECUTION

Not used.

END OF SECTION

## 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, 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. All suggestions are dependent on Owner's approval.

c. Submitted schedule will be reviewed for comment by Owner and Design Professional 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. 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 and Design Professional 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. 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 or Design Professional 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 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.

8. If the Owner or Design Professional has determined that the Contractor should be permitted to extend the time for completion as provided in Section 00700, Paragraph 8.03 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 pro rata.

### 1.03 GENERAL

- A. The following phasing constraints will universally apply to all phases and elements of this Work.
1. No existing crosswalks and curb cuts will be obstructed at any time during the Work.
  2. All roadway or drive closures will be coordinated with and approved by the Owner prior to the closures. The Contractor will make its request in writing at least seven days prior to the planned closure. The request will include the number of lanes and location of the closure. The Contractor will submit a Maintenance of Traffic Plan associated with this requested closure.
  3. Work within the Ticketing Level public space will only be accomplished at night, at hours approved by the Owner. 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 provide a minimum of 8'-0" vertical clearance above all floor areas.
    6. 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.
    7. The Contractor will submit a detailed Phasing Plan for review and approval prior to beginning Work on-site.
    8. The Contractor will have access to the Project nightly, times to be coordinated with Owner.
    9. Barricades will be relocated and barricaded areas reduced in size as Work within the barricaded area is completed.
    10. Upon completion of the installation of Type 1 barricades, work platforms, temporary signage, temporary air conditioning (if necessary) and temporary lighting in any Type 1 barricaded area, the Contractor may work 24

hours a day, seven days a week within the interior of the Type 1 barricaded area.

11. 120V duplex receptacles located in the reveals of the existing building columns will be temporary relocated to the outer face of the barricade walls surrounding the building column. The temporary receptacles will be flush mounted.

#### 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. (Also refer to Section 01505 – TEMPORARY FACILITIES.)

B. This Project will affect many areas of the Ticketing Level of the Main Terminal Building which must remain in operation during construction. The following are requirements for Work in specific areas:

1. Public Circulation Areas:

- a. Certain areas of the terminal have either low overhead clearance prohibiting the use of work platforms, or are of limited size prohibiting the use of vertical barricades without shutting down public circulation. Work in these areas will be scheduled to occur at night, hours to be coordinated with the Owner. Work in areas which are adjacent to shuttle lobbies, elevator lobbies or escalator wells are also subject to Owner approval. The Contractor will closely coordinate this Work with the Owner prior to scheduling Work.

- b. Trash receptacles within the public areas which would be obscured by barricades will be relocated to the face of the barricade. The Contractor will indicate locations of trash receptacles on the barricading plan.

- c. The Contractor will be solely responsible to cover and protect all fixtures, furnishings, and equipment in Ticketing Level from damage of any kind including dust associated with construction activities.

- d. All Work areas will be cleaned and will be clear of all tools, equipment and debris.

- e. The Contractor will protect the escalators, tile flooring, carpet and other finishes at all times during the Work. Do not erect scaffolding or similar items on the escalators or on the stainless steel finishes. Protect the Airline check-in kiosks and wayfinding signage in a similar fashion.

- f. Remove all protective coverings after each Work period and ensure proper operation of the escalators, 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.
- g. The Contractor will minimize the length of time that any fire protection lines are out of service on any given night. All shutdowns or interruptions of fire protection lines will be closely coordinated with the Owner prior to the shutdown or interruption. All fire protection lines will be returned to service by 6:00 a.m. on each day.

C. If this Project requires 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. (Also refer to Section 01505 - TEMPORARY FACILITIES.)

1. Building Systems: Building systems will mean electrical power, lighting, security systems, fiber optic systems, voice and data communications, shuttle controls, Johnson Controls (METASYS) system, domestic water, fire sprinklers, fire alarm (Syiplex), hot water supply and return, chilled water supply and return, HVAC systems, sanitary sewer, public address/paging, and other related systems.

2. Power outages and building systems shutdowns or interruptions will only occur between the hours of 1:30 a.m. and 5:00 a.m. local time. Any power outage involving power to or from the Communication Center UPS will only occur between the hours of 2:00 a.m. and 3:00 a.m. local time. The Contractor will provide a minimum two weeks advance notice to the Owner for all power and building systems interruptions. The Contractor will confirm each outage a minimum of 48 hours in advance with the Owner. The Contractor will closely coordinate the Work of this Project with the work of separate contractors.

- 3. 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.
- 4. The Contractor will closely coordinate any shutdown of the existing Fire Sprinkler/Standpipe System with the Owner at least 48 hours in advance of a shutdown.
- 5. The Contractor will minimize the length of time that any fire protection lines are out of service on any given night. All shutdowns or interruptions of fire protection lines and will be closely coordinated with the tenant and Owner prior to the shutdown or interruption. All fire protection lines will be returned to service by 6:00 a.m. each day.

## 1.05 PHASING/SEQUENCING

### A. General:

1. The Work of this Contract for Shuttle Lobby Lighting Installation 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.

### B. Work Sequence of Construction:

The sequence of construction illustrated on any Owner provided 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

## SECTION 01370 - SCHEDULE OF VALUES

### PART 1 - GENERAL

#### 1.01 DESCRIPTION

- A. This Section 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.
  - 3. PRODUCTS AND SUBSTITUTIONS: Section 01605.
- C. Time Coordination: In coordination of initial submittals and other administrative start-up activities, the Contractor shall submit Schedule of Values to the Owner at earliest feasible date, but in no case later than 14 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. The Contractor shall use Schedule of Values only as a basis for the Contractor's Applications for Payment.

#### 1.02 FORM OF SUBMITTAL

- A. The Contractor shall submit the Schedule of Values using a modified AIA Document G-703 "Continuation Sheet". Modifications to the Template Microsoft Excel Schedule of Values will be required per Owner's direction. The basic format structure for the Schedule of Values will be governed by the following elements. Changes or clarification to the format will be at the sole approval of the Owner.
  - 1. No negative line items without Owner approval.
  - 2. Should a negative line item be allowed, it shall be billed out 100% during the first month that the negative line item appears.
  - 3. Any approved negative line items shall have all retainage dropped to 0% by the second pay application following the initial item appearing on the Schedule of Values.
  - 4. Schedule of Values shall be crafted using Excel. Monthly adjustments shall be made using a tracking mechanism. This tracking mechanism will be dictated by the Owner.
  - 5. Each Schedule of Values line item must be specific to one subcontractor once bought out.
  - 6. Once the SOV has been established, the Contractor may not add additional line items to the Schedule of Values without Owner approval unless new work is add by Owner Change Order or by Work Order.
  - 7. Changes to existing work shall not have a new line added to the Schedule of

- Values but shall be adjusted using a tracking method approved by the owner.
8. A column will be added to track funding source if required by Owner.
  9. Columns will be included to track status of retainage and release of retainage.

### 1.03 PREPARING SCHEDULE OF VALUES

- A. The Contractor shall prepare Schedule of Values in coordination with preparation of Progress Schedule.
- B. The Contractor shall provide a breakdown of the Contract Sum in sufficient detail to facilitate continued evaluation of payment requests and progress reports. The Contractor shall breakdown principal separate Contract amounts based on the Work Break Down Structure approved through the Baseline schedule review process.
- C. The Contractor shall submit copies of Schedule of Values to the Owner through the Owner's management software.
- 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 Contract Sum to nearest 1/100% and adjusted to total 100%.
- E. Margins of Cost:
  1. Major cost items which are not directly cost of actual work-in-place, such as distinct temporary facilities, shall be either shown as line items in Schedule of Values as General Conditions or General Requirements.
- F. The Contractor shall itemize separate line item cost for Work required by each Section of this Specification including conditions of the Contract.
- G. For each line item, the installed value should not exceed more than \$20,000.00, this value can be raised as needed with Owner approval.
- H. The Contractor shall make sum of total costs of all items listed in schedule equal to total Contract Sum.

### 1.04 REVIEW AND RESUBMITTAL

- A. After review by the Owner and Design Professional, revise and re-submit Schedule (and Schedule of Material Value) as required.
- B. The Contractor shall re-submit revised schedule in same manner.
- C. Schedule Updating: The Contractor shall 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.

## PART 2 – PRODUCTS



Not used.

PART 3 – EXECUTION

Not used.

END OF SECTION

## SECTION 01390 - CONTROL OF WORK

### PART 1 - GENERAL

#### 1.01 AUTHORITY OF THE OWNER

The Owner 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 Owner 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 Owner will determine the amount and quality of the several kinds of work performed and materials furnished which are to be paid for the 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 Owner 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 Owner's opinion, result in a finished product having a level of safety, economy, durability, and workmanship acceptable to the Owner, the affected Work may be accepted and remain in place at the Owner's sole discretion. In this event, the Owner will document its determination and provide for an adjustment in the Contract Sum for the affected portion of the Work. The Owner's determination and Contract Sum adjustments will be based on good engineering judgment and such tests or retests of the affected Work as are, in Owner's opinion, needed. Changes in the Contract Sum will be covered by Contract modifications as applicable.
- C. If the Owner 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 Owner'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 Owner's right to insist on strict compliance with the Contract Documents during the Contractor's prosecution of the Work, when, in the Owner'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 Owner with the authority to use good architectural and engineering judgment in his/her 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 Owner for the Owner'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 Owner for interpretation and decision, and such decision shall be final.

### 1.04 DESIGN PROFESSIONAL'S DRAWINGS

- A. The Drawings furnished by the Design Professional 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.
- D. No changes (additions, deletions, or substitutions) to the drawings or specifications shall occur without the express written approval of the Owner.

### 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 and Design Professional as the Work progresses and copies will be furnished to the Owner and Design Professional at the time of

completion of the Project. An inspection or checking of the Contractor's field notes or layout work by the Owner or Design Professional, 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 their 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 can be referred to the Design Professional for recommendation and Owner's approval.
- C. Inspectors have the authority to immediately suspend the Work upon observation of any condition that could adversely impact or interfere with the safety or protection of persons or property.

#### 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 or Design Professional. The Owner or Design Professional 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. Required assistance from the Contractor might include use of qualified personnel and equipment to gain access to the area, safety or personal protection equipment, and other resources to provide safe egress to and from the area to be inspected.
- B. If the Owner or Design Professional 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 or Design Professional may be ordered removed and replaced at the Contractor's expense unless the Owner or Design Professional 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 by the Owner 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 Section 00700, GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, PART 11, UNCOVERING AND CORRECTION OF WORK, as modified.
- C. Work done contrary to the instructions of the Owner, 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 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 or Design Professional 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 or Design Professional'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.

PART 2 – PRODUCTS

Not used.

PART 3 – EXECUTION

Not used.

END OF SECTION

## SECTION 01540 - CONSTRUCTION SAFETY AND SECURITY REQUIREMENTS

### PART 1 – GENERAL

#### 1.01 PURPOSE AND OBJECTIVE

- A. The purpose of this section is to set forth guidelines concerning safety and security during construction of the Project. The following methods, procedures, rules and authorities must be adhered to during project construction., The Hillsborough County Aviation Authority (HCAA) Construction Safety & Security Guidelines Manual applies to the project, and the Contractor will also comply with all safety requirements described below, unless in direct conflict with the HCAA Construction Safety & Security Guidelines Manual. In such case, the more stringent requirements will govern, as determined by Owner.
- B. The following are the general safety objectives that must be achieved in order to maximize safety and to minimize time and economic loss to the aviation community, construction contractors and others directly affected by the Project.
  - 1. Keep the Airport safe for all users.
  - 2. Keep the Airport operational for all users.
  - 3. Maintain safety of Airport operations.
  - 4. Minimize delays to Airport operations.
  - 5. Minimize delays to construction operations.
  - 6. Minimize Airport-operation/construction-activity conflicts.
  - 7. Minimize impacts to tenants and passengers.

#### 1.02 OPERATIONAL SAFETY ON AIRPORT DURING CONSTRUCTION

- A. All of Contractor's operations will be conducted in accordance with this Section. If the operations include work within the AOA or impacts the AOA or aircraft flight surfaces, the operations will be conducted in accordance with the current version of Advisory Circular 150/5370-2. The Contractor will prepare and submit a site specific safety plan (safety plan) that details how it proposes to comply with the requirements when working.
- B. The Contractor will implement all necessary measures required by the safety plan prior to commencement of any work activity. The Contractor will conduct routine checks of the safety plan measures to assure compliance with the safety plan.
- C. The Contractor is responsible to the Owner for the conduct of all subcontractors it employs on the Project. The Contractor will assure that all subcontractors are made aware of the requirements of the safety plan and that they implement and maintain all necessary measures.
- D. No deviation or modifications may be made to the approved safety plan unless approved in writing by the Owner.
- E. This Contract is intended to provide for the optimum degree of safety to aircraft, both parked and operating; Airport personnel, passengers and general public, equipment,

and associated facilities; and to the Contractor's operations consistent with minimum interference to the movement of aircraft, vehicles, and/or personnel engaged in the day-to-day operation of the Airport. To this end, the Contractor will observe all Airport rules and regulations and all other operational limitations which may be imposed from time to time. Contractor will provide marking, lighting, barricades, signs, or other measures which are required to properly identify Contractor's construction areas, Work sites, equipment, vehicles, storage areas, and/or conditions which may be hazardous to Airport operations.

- F. If the Contractor fails to maintain the marking, lighting barricades, signs, etc., as required, the Owner will cause appropriate safety measures to be installed by others and all costs thereof will be charged to the Contractor and deducted by the Owner from monies due to the Contractor.
- G. The Contractor's responsibility for safety and security will begin on the day the Contractor starts Work or on the date of the Notice To Proceed and will continue until Contractor is complete.
- H. The Contractor is fully and solely responsible for all project safety as it pertains to the Contractor's Work. This includes complying with the Hillsborough County Aviation Authority Construction Safety & Health Guidelines Manual, if applicable, implementing and enforcing its safety plan and procedures. Owner's acceptance, directives, approval, comments or any such action regarding Contractor's safety plan or Work shall not relieve the Contractor of its obligations.

### 1.03 SAFETY PROCEDURES

- A. In as much as each Work area will be accessible to and used by the public, the Owner, airlines, and other companies doing business at the Airport during the construction period, it is the Contractor's responsibility to maintain each Work area in a safe, hazard free condition at all times. This will include barricades, fencing, taping up sharp corners or any other precautions necessary to protect the public. Should the Owner find an area unsafe at any time, Owner will notify the Contractor and the Contractor will take whatever steps necessary to remedy the unsafe condition. Should the Contractor not be immediately available for corrective action, the Owner will cause appropriate safety measures to be installed by others and all costs thereof will be charged to the Contractor and deducted by the Owner from monies due to the Contractor.
- B. Fire Control: Open flame torch cutting or welding is prohibited unless adequate safety precautions have been taken and approved by the Owner via Owner's cutting and welding permit process. Flame cutting will be permitted only on steel parts that cannot be removed in any other manner and only when at least one person is standing by exclusively with a fire extinguisher within ten feet of the Work and within full view of the area. The fire extinguisher will have been inspected, tagged and ready for use. The Contractor will submit a fire protection plan for approval prior to conducting the Work requiring said protection plan.
- C. Work Near Fire Alarm: Caution will be exercised as necessary when working near fire alarms so as not to accidentally activate fire alarms, doors or barriers.
- D. Protection of Property: Fixed structures, equipment, paving, landscaping, vehicles



(automobiles, trucks, etc.) and aircraft will be protected with drop cloths, shielding and other appropriate measures to assure maximum protection.

- E. Use of explosively operated fastening devices within the confines of any Owner facilities or within Tampa International Airport is strictly prohibited, unless Owner provides prior written approval and Design-Builder provides safety plan.

#### 1.04 GENERAL SAFETY REQUIREMENTS

- A. An initial construction/safety meeting will be coordinated with the Owner after the award of the Contract, and prior to commencing construction, during which the Contractor will become aware of and assume responsibility for all safety issues. Additional construction/safety meetings may be scheduled as deemed necessary by the Owner throughout the Contract. Representatives from the Owner, Contractor, Design Professional, and any others deemed necessary by the Contractor may attend.
- B. The Contractor will inform its supervisors and workers of the Airport activity and operations that are inherent to this Airport, the safety regulations of the Airport, and the prohibition of driving or walking on any area of the AOA without clearance. The Contractor will conduct its construction activities to conform to both routine and emergency requirements. The Contractor will provide initial and continuing instructions to all supervisors, employees, subcontractors, and suppliers to enable them to conduct their Work in a manner that will provide the maximum safety with the least hindrance to air and ground traffic, the general public, Airport employees, and to the workers employed on the Project site.
- C. Work may be stopped/suspended by the Owner anytime the Owner considers that the intent of this Section is being violated or that a hazardous condition has been/was created. This decision to suspend the Work will be final and will only be rescinded by the Owner when satisfied that the Contractor has taken action to prevent recurrence. Delays/work stoppage as a result of the suspension of Work will be considered the fault of the Contractor and will not stop the Contract Time for assessing liquidated damages.
- D. All Contractor vehicles authorized to operate on the Airport outside of the Construction Area Limits as defined herein and to cross active runways, safety areas, taxiways, aprons, instrument or approach clear zones or any area within the AOA will do so only under the direct control of a trained, qualified flagman who is monitoring (two-way) radio communication with the ground controller of the Air Traffic Control Tower or UNICOM. All aircraft have priority over ground vehicles.
  - 1. When necessary, the Contractor will provide a radio to monitor communications from the Air Traffic Control Tower or UNICOM. This operator will be familiar with aircraft/ground controller communications and will be on duty whenever vehicles are operating in areas referenced above.
  - 2. All vehicles operating in the AOA will be equipped with an operating yellow flashing beacon.
- E. All Contractor vehicles and equipment that are authorized to operate on or near the AOA or the Airport outside of the designated Construction Area Limits or haul routes as

defined herein will display 3-foot by 3-foot flags or larger, orange and white checkerboard pattern, each checkerboard color being 1-foot square.

- F. Any construction activity within 250-feet of an active runway centerline or 107-feet from an active taxiway centerline requires the closure of the affected runway or taxiway, unless otherwise approved by the Owner. No runway, taxiway or apron area will be closed without approval of the Owner. This will enable "Notices to Airmen" or other advisory communications to be issued. A minimum of 48 hour notice of requested closing will be directed to the Owner who will coordinate the request with Authority Operations.
1. Debris, waste and loose material capable of causing damage to aircraft landing gears, propellers or being ingested in jet engines will be removed from the active portion of the AOA, placed in protected areas or otherwise secured to prevent dispersal into active portions of the AOA. The AOA is defined as all areas used or intended to be used for aircraft operations including active runways, aprons, taxiways, taxi lanes, etc. Debris will be promptly removed from the AOA. The Contractor will exercise care in the transportation of materials within the AOA. Materials tracked or spilled in the AOA will be removed immediately.
  2. When hauling, loading, grading, or when any of the Contractor's activities are likely to cause the deposit of loose materials in the AOA, powered vacuum sweepers will patrol the affected areas continuously to remove such deposits. The sweepers will be supplemented by hand sweepers, loaders, trucks, etc., as necessary.
  3. Closures:
    - a. Prior to the commencement of any demolition or other Work which will cause an interruption or modification to existing aircraft operations, the Contractor will confer with and obtain authorization from the Owner.
    - b. If the Contractor requires access to operational areas not delineated on the Drawing(s), the Contractor will participate in discussions leading to the imposition of restrictions on Airport operations in the affected areas. Contractor will strictly abide by all conditions imposed by the Owner relating to Contractor's entry and use of such areas and Contractor will not enter these areas until granted temporary, conditional entry clearance by the Owner.
    - c. Unless otherwise described in the Contract Documents, trenching, excavation and other work requiring temporary runway or taxiway closure will be limited by the Contractor to that amount of work that can be completed within the hours of minimal operation. All ditches, excavations, etc., will be restored prior to the end of the Work period and affected pavements returned to service. This Work will be scheduled during hours of minimal operations. Hours of minimal operation will be the hours between 10:00 p.m. and 6:00 a.m. All other hours will be hours of normal operation.

- d. The Contractor may be required to pursue affected portions of the Work on a continuous 24-hour per day basis during construction of the various phases and sub phases shown on the Drawings and described in the Contract Documents (such as when runways or taxiways, aprons, service or access roadways, or service gates are closed for operations or when hazards of any kind arise).
  - e. The Owner will arrange for inspection prior to opening for aircraft use any taxiway that has been closed for Work, on or adjacent thereto, or that has been used for a crossing point or haul route by the Contractor.
4. Operations Safety Inspections:
- a. The entire Project site will be inspected once per work shift and more frequently if construction activities are of a nature that debris may accumulate on AOA pavements. Special inspections will be conducted for each Work area prior to return to service for aircraft operation. The purpose of these inspections is to ascertain that areas returned to aircraft service are in satisfactory condition and that the overall Project site and its activities are within the safety criteria set forth in these Contract Documents. Inspections will be conducted jointly by representatives of the Contractor and the Owner.
  - b. Any violations of safety criteria found during these inspections will be rectified immediately. If a violation cannot be corrected on an immediate basis by the Contractor, the Contractor will immediately notify the Owner. No areas will be approved for operations with violations occurring unless specifically authorized by the Owner.
- G. The Contractor will preserve and/or protect existing and new pavements plus other facilities from damage due to construction operations. Existing pavements and facilities which are damaged will be replaced or reconstructed to original strength at the Contractor's expense. The Contractor will take immediate action to reconstruct any damaged area which is to remain in service. Unless indicated on the Drawings, existing pavements will not be cut for the installation of any utilities. Jack and bore or directional bore method will be required.
- H. Construction Area Limits:
- 1. Contractor will be required to conform to safety requirements contained in FAA Advisory Circular 150/5370-2. Construction within the safety areas or Obstacle Free Zone (OFZ), as defined in FAA Advisory Circular 150/5300-13, latest edition is prohibited for both runways and taxiways. For Aircraft Group V pavements, this is 250 feet from the runway centerline and 107 feet from the taxiway centerline. The activity limits will be adequately signed and marked by the Contractor to preclude violation of this restriction. The area will be well identified by warning signs and lights at night. The Contractor will install lighting, marking, barricades, signs and other measures to delineate closed and hazardous areas during construction. The guidance and procedures provided by

FAA Advisory Circular AC 150/5340-1, "Standards for Airport Markings," will be utilized as depicted on the Drawings. Barricades will be weighted or otherwise secured to sufficiently prevent displacement by aircraft engine and propeller blast and ambient winds. Steady burning red obstruction lights may be required in certain instances to supplement lighted barricades or highlight hazardous or potentially dangerous objects. The location of these lights will be as requested in the field by the Owner. Obstruction lights and barricades will not be located within runway, taxiway and/or taxi lane obstacle clearance areas.

2. The limits of construction, material storage area, plant site, equipment storage area, parking area and other areas defined as required for the Contractor's exclusive use during construction will be marked by the Contractor. The Contractor will erect and maintain around the perimeter of these areas suitable marking and warning devices visible for day/night use. Temporary fencing, barricades, flagging and/or flashing warning lights will be required at critical access points. Type of marking and warning devices will be approved by Owner. Open trenches, excavations and stockpiled materials will be permanently marked with flags and lighted by approved light units during hours of reduced visibility and darkness. No separate pay item is included for this Work and all costs must be included in the Contract Sum.
  - I. The Contractor will erect and maintain throughout the Contract, at Contractor's expense, a 6-foot high chain link opaque green fabric fence or barricade, with no advertising or writing visible, around the perimeter of the Construction Area as required. The Contractor will also install vehicular and pedestrian gates/doors as necessary to provide ingress/egress. Additionally, the perimeter of any fenced area which abuts an active operation pavement will be marked with red flashing barricades no more than 50-feet apart. The Contractor will be solely responsible for access control through any access gate leading to the AOA. This access control will be for all personnel using the gate/door for access to the AOA. This gate/door will be manned by the Contractor whenever unlocked. The Contractor is solely responsible for all security within the Construction Area from the date of the Notice to Proceed until the date of Final Acceptance. Equipment not in use during construction, nights and/or holidays will be parked in the Construction Area. The Contractor will at all times conduct all operations under the Contract in a manner to avoid or minimize the risk of loss, theft or damage by vandalism, sabotage or other means to any property. The Contractor will promptly take all reasonable precautions which are necessary and adequate to correct all conditions which threaten a risk of loss, theft, or damage to property.
  - J. During construction, the Contractor will maintain these areas in a neat condition. Upon completion of the Work, the staging and storage areas will be cleaned-up and returned to their original condition to the satisfaction of the Owner. Remove all construction fencing and barricades from the Project site. No special payment will be made for clean-up and restoration of the storage area. Personal vehicles will not be permitted beyond Contractor's Construction Area. Drivers of personal vehicles being operated beyond this Contractor's Construction Area will be subject to loss of permission to enter the construction site.
  - K. Intermittent Construction Operations:

1. Construction activity may require closing of certain areas by the Owner, including the AOA. However, some Work may be done on an intermittent basis. The Contractor will maintain constant communication with the Owner when working and immediately obey all instructions from the Owner. Failure to so obey instructions or maintain constant communications with the Owner will be cause to suspend the Contractor's operations in the areas until satisfactory conditions are assured.
2. When directed to cease Work and move from the area, the Contractor will immediately respond and move all material, equipment and personnel outside areas. Operations will not be resumed until directed by the Owner. Every reasonable effort will be made by the Owner to cause minimum disturbance to the Contractor's operations. However, no guarantee can be made as to the extent to which disturbance can be avoided. Contractor's claim for additional Contract Time or Contract Sum for any such disruption will not be accepted.
3. Open trenches or excavations exceeding 3-inches in depth and 3-inches in width will not be permitted within 250-feet of the centerline of an active runway or within 100-feet of the centerline of active taxiways and taxi lanes. If an area is to be opened to aircraft movement, either at night or during the day, the Contractor will decrease the drop off to 3-inches by placing compacted fill. This fill will taper away from the paved area at a 5% maximum slope to existing grade. There is no separate payment for this temporary construction.
4. Disruptive Work will be defined as any activity, including excessive noise, air pollution, dust, 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 the 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 of Disruptive Work will not be accepted.

L. Limitation of Operations:

1. When the Work requires the Contractor to operate on or adjacent to any public area, the operation will be coordinated with the Owner at least 72-hours prior to commencement of the Work. At no time will the Contractor close a public area until authorization to do so is granted by the Owner.
2. When the Contract Work requires the Contractor to operate on or adjacent to the apron or taxiway AOA, the operation will be coordinated with the Owner at least 72-hours prior to commencement of the Work. At no time will the Contractor close an AOA until authorization to do so is granted by the Owner and until temporary marking and associated lighting is provided and in place as specified in FAA Advisory Circular 150/5340-1, "Marking of Paved Area on Airports" and/or the Drawings and Specifications.

3. The Contractor will be responsible for controlling its operations and those of its subcontractors so as to provide for the free and unobstructed movement of all passengers and private vehicles on the Airport.
4. The Contractor will be responsible for controlling its operations and those of its subcontractors so as to provide for the free and unobstructed movement of aircraft in the apron and taxiway areas of the Airport AOA.

M. Obstructions to Navigation:

1. Penetrations of the imaginary surfaces defined in FAR Part 77 will not be permitted without advance notification of and approval by the Owner and the FAA Tower Chief. It may be necessary to file a Temporary Permit Application with the Owner to obtain approval prior to operation of exceptionally tall equipment. This includes any penetrations whatsoever by the Contractor, including but not limited to vehicles, cranes, other construction equipment, structures, stockpiled materials, excavated earth, etc.
2. When penetrations are unavoidable they will be brought to the attention of the Owner and the FAA as far in advance as is practical to allow Notices to Airmen (NOTAMS) to be prepared and distributed to appropriate FAA divisions for publication and dissemination.
3. Appropriate sketches will be prepared by the Contractor with precise locations shown on the Airport Layout Plan along with elevations depicting the obstruction object's relationship to the imaginary surfaces.
4. The maximum height allowed on the Airport is subject to review by the Owner unless, in special instances, this requirement is waived by the Owner and the FAA. During times when the safety of flight operations could be impaired, particularly during Instrument Flight Rules (IFR) weather, or when the equipment is idle, all booms, towers and other movable appendages will be lowered to the maximum extent.

N. Emergency Procedures:

1. The Contractor will familiarize itself with Airport emergency procedures and will endeavor to conduct its operations so as not to conflict with them. Clear routes for crash/fire/rescue equipment will be maintained in operable condition at all times.
2. Emergency Procedure: In case of an emergency caused by an accident, fire, or personal injury or illness, Airport Police are to be immediately notified by Page Phone found throughout the Terminal buildings or by calling them at 911 or Airport Police Emergency Phone No. (813) 870-3911. The caller must accurately report the location and type of emergency. Airport Police will then coordinate with Owner and/or other outside emergency agencies as necessary.

O. Access to the Construction Site:

1. The Contractor's access to the site will be defined by the Owner. This access route may also be used by Airport employees or others. **No other access routes will be allowed unless approved by the Owner. At Tampa International Airport, the vertical clearance in the Short Term Parking Garage is 6'-8". No vehicle taller than 6'-8" will be allowed to operate in the Short Term Parking Garage structure. The vertical clearance in the Long Term Parking Garage is 7'-10". No vehicle taller than 7'-10" will be allowed to operate in the Long Term Parking Garage structure. No vehicle taller than 13'-6" will be allowed to operate on the first floor of the Economy Parking Garage structure or 8'-0" on all levels above the first floor.** All Contractor traffic authorized to enter the site will be experienced in the route or guided by the Contractor's personnel. The Contractor will be responsible for traffic control to and from the various construction areas on the site. The Contractor will be responsible to verify and coordinate with all vertical clearances for the George J. Bean Parkway, Bessie Coleman Service Road, Red and Blue Side Arrivals, Departure and Crossover Drives, as well as all other ramps, roads, drives and overpasses over and along or otherwise a component of the Contractor's access route.
2. The Contractor will familiarize its employees with the route. Material and equipment delivery trucks will be accompanied by an employee of the Contractor familiar with the route. The Contractor will be responsible for access control through any AOA access gate for the duration of this Contract. This access control will be for all personnel. Any AOA access gate will be manned, whenever unlocked, by a licensed, bonded security agency guard, contracted by the Contractor. Contractor personnel are not acceptable substitutes for the licensed, bonded security agency guard.
3. The Contractor will monitor and coordinate all Contractor traffic with the Owner. The Contractor will not permit any unauthorized construction personnel or traffic on the site, including food and beverage vendors or caterers. If breaches of security occur, the Owner may, at the Owner's option, close the AOA gates until adequate actions have been taken to prevent further breaches of security.
4. The Contractor will provide and operate an escort vehicle to lead other vehicles when operating within the site.
5. The following procedure will be used for access to site by AOA unauthorized persons:
  - a. The unauthorized person will inform the gate guard of their reason for entrance to the site and which Contractor they intend to visit.
  - b. Guard will notify the Contractor by telephone.
  - c. Contractor will go to gate and escort visitor to Contractor facility.

The Contractor will provide and operate an escort vehicle to lead other vehicles when operating within the AOA.

6. The Contractor is responsible for immediate cleanup of any debris deposited along the access route as a result of Contractor's construction traffic. The entire access route and construction site will be kept free and clean of all debris at all times, will be maintained in good repair by the Contractor or its agents, and will be immediately repaired to the satisfaction of the Owner. Directional signing along the delivery route to the storage area or work site will be as directed by the Owner.

P. Load Restrictions:

1. The Contractor will comply with all legal load restrictions in the hauling of materials on public roads beyond the limits of the Work. A special permit will not relieve the Contractor of liability for damage which may result from the moving of material or equipment.
2. The operation of equipment of such weight or so loaded as to cause damage to structures or to any other type of construction will not be permitted. Hauling of materials over the base course or surface course under construction will be limited as directed. No loads will be permitted on a concrete pavement, base, or structure before the expiration of the curing period. The Contractor will be responsible for all damage done by Contractor's hauling equipment and will correct such damage at Contractor's own expense.
3. It is especially noted that the existing Airport pavements may not be capable of supporting certain types of construction equipment. Prior to submitting the Bid, the Contractor will fully satisfy itself as to the ability of the existing Airport pavements to satisfactorily sustain the type of equipment Contractor plans to use. Should damage occur as a result of construction operations, the Contractor will repair the damaged areas to an acceptable condition at Contractor's expense.

1.05 Contractor's Security Requirements:

- A. General Intent: It is intended that the Contractor will comply with all requirements of the Airport Security Plan and with the Safety Plan specified herein. The Contractor will designate to the Owner, in writing, the name of its Contractor Security Officer (CSO). The CSO will be the Contractor's representative on the "Construction Security Committee" and will be accountable for these security requirements for the Contractor. The Contractor will also comply with all requirements concerning sensitive security information as promulgated by the TSA.
- B. Contractor Security Personnel Orientation: The CSO will be responsible for all safety precautions. Prior to the commencement of the Work, the CSO will provide the Owner an outline of a proposed accident and fire protection plan for all Work contemplated under the Contract. The CSO will also conduct safety meetings as directed by the Owner for each shift and require the attendance of all supervisors at such meetings. Copies of the minutes of safety meetings will be kept on file in the Contractor's Office.



- C. Identification - Personnel: All employees of the Contractor or subcontractors requiring access to the construction site are required to be supplied with identification badges to be worn at all times while within the area. Badges will be supplied by the Contractor and will state "**TPA – Shuttle Lobby Lighting Contractor.**" Badges can be plastic wallet size, metal pin or sticker with a minimum of 2-1/2" diameter and worn on outer garments so as to be clearly visible. Badging is to be uniform in appearance and sufficiently distinctive in design or color to clearly distinguish, on sight, employees assigned to this Contract. The badge number will be prominent for easy identification. Badges are to be identified numerically and issued individually to whom it was assigned. Blocks of numbers can be assigned to subcontractors. Responsibility for supply issuance and control of identification badges will be that of the Contractor, through the CSO.

In addition, for all Work within the AOA at Tampa International Airport only, the Contractor's onsite supervisors will be badged with Airport ID badges provided by Authority Operations. Supervisors requiring unescorted access to the Security Identification Display Area (SIDA) will be subjected to a FBI fingerprint-based Criminal History Records Check (CHRC) and a Transportation Security Administration Security Threat Assessment (STA). An ID badge will not be issued to an individual until they successfully pass a CHRC and STA.

New applicants applying for a TPA ID badge will continue to be charged for the CHRC and an additional STA fee based upon the expiration length from date of issue. The new STA fees will also apply to ID badge renewals. Each time an individual renews their ID badge (including lost, stolen, name change, etc.), the authorized issue will be charged the STA fee (depending on expiration date period). Contractor shall inquire as to the current applicable rates for the above fees.

Personnel will wear the badge on outermost garment at all times while on the AOA. All employees of Contractor or subcontractor requiring access to the construction site are required to be supplied with identification badges to be worn at all times while within the area. Blocks of numbers can be assigned to subcontractors. Responsibility for supply issuance and control of identification badges will be that of the Contractor, through the CSO and the Owner. The Contractor will be assessed Three Hundred Dollars (\$300.00) in liquidated damages for each security badge that is not returned to the Owner at the time of badge expiration or Project completion. These liquidated damages will be paid promptly by the Contractor by company check, or the amount will be withheld by Owner from payments due to the Contractor. Contractor agrees that liquidated damages described herein are not a penalty and are reasonable considering the impacts that a Breach of Security could have to public safety and welfare and the operations of the Airport.

- D. Identification - Vehicles: The Contractor, through the CSO, will establish and maintain a list of Contractor and subcontractor vehicles authorized to operate on the Project site and will issue a TPA validation sticker to each vehicle to be made available upon demand by the Owner or any Airport Security Officer. Vehicle validation sticker will be placed on the front left portion of the vehicle and be assigned in a manner to assure positive identification of the vehicle at all times. In lieu of issuing individual vehicle permits, the CSO can require each vehicle to display a large company sign on both sides of the vehicle and advise the Owner of a current list of companies authorized to enter

and conduct Work on the Airport.

- E. Identification – Equipment: The Contractor will clearly identify all on-site equipment such as portable motorized or non-motorized equipment, job boxes, material storage containers, port-a-lets, etc., whether owned or rented, with the Contractor’s name. Identification must be physically marked on equipment or attached with a durable removable device such as a wire tie.
  
- F. Employee Parking:
  - 1. Area for parking of the Contractor's employee's vehicles is in the Contractor's Construction Area or Staging Area to be defined by the Owner. Parking will be accomplished in straight equally spaced rows. Contractor will organize traffic flow and parking patterns, and supply traffic control signs and markings subject to approval of the Owner. Maintain the parking surface and pick up trash daily. No storage will be allowed at parking site. The Contractor will restore the shape and grade of this parking area upon Project completion, seed and mulch portions where existing ground cover is damaged and perform all Work required to restore the area to its original condition.
  - 2. When the Contractor's employee parking area is adjacent to another Contractor's parking area performing other construction for the Owner, cooperation is required to avoid any interferences in the performance of each respective construction. Any difficulties experienced will be brought to the attention of the Owner immediately.
  - 3. All vehicles entering any public parking garages will be required to pay the normal parking fee which will be calculated at the exit. Free parking will not be authorized.
  
- G. 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 and number assigned to the access point onto the Airport.
  
- H. Breach of Security Fine: Contractor agrees that liquidated damages in the amount of Ten Thousand Dollars (\$10,000.00) per occurrence will be assessed against the Contractor if the Contractor violates the requirements of the Airport Security Plan or the Security requirements specified herein. Contractor agrees that actual damages for breach of security are uncertain and the liquidated damages described herein are not a penalty and are reasonable considering the impacts that a Breach of Security could have to public safety and welfare and the operations of the Airport.

Notwithstanding the foregoing, repeated and/or flagrant violations of the Security Plan will be grounds for the suspension of the Work at no cost to the Owner, default of the Contractor and/or termination of the Contract.
  
- I. Amendments to this Safety Plan and Security requirements may be made by the Owner and will be immediately binding on Contractor.

END OF SECTION

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 Bidding, 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, stormwater 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 the Owner's knowledge, the below information is correct, but it may change without notice.)

FAA Control Cables	Mr. Charles Hinnant, FAA	(813) 371-7751
HCAA	Mr. Nick D'Jimas	(813) 676-4346
TECO	Mr. Greg Keininger	(813) 228-4231
Fuel Lines	Mr. Enos Sage	(813) 396-3626
Irrigation Lines	Mr. Bruce Sather	(813) 870-7883

City of Tampa - Water	Mr. Chad Bailey	(813) 274-3344
City of Tampa – Wastewater	Mr. Jeff Hilton	(813) 274-7844

- 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 (1) Call Sunshine 811, and (2) 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-feet 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. FAA CABLES AND UTILITIES MUST BE PROTECTED 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 may 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 reasonable and are not a penalty and a reasonable consideration of the

impact that damage to utilities could have to the operation of the Airport. There is no intention 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.

## PART 2 – PRODUCTS

Not used.

## PART 3 – EXECUTION

Not used.

END OF SECTION

## SECTION 01561 - CONSTRUCTION CLEANING

### PART 1 - GENERAL

#### 1.01 REQUIREMENTS INCLUDED

- A. Contractor shall execute daily cleaning during progress of Work. Contractor shall execute final cleanup prior to Substantial Completion and again prior to Final Acceptance.
- B. Hazards Control:  
  
Contractor shall:
  - 1. Store volatile wastes in covered metal containers.
  - 2. Remove containers from premises daily.
  - 3. Prevent accumulation of wastes which create hazardous conditions.
  - 4. Provide adequate ventilation during use of volatile or noxious substances.
- C. Contractor shall conduct cleaning and disposal operations to comply with local ordinances and anti-pollution laws:
  - 1. Contractor shall not burn or bury rubbish and waste materials on Project site.
  - 2. Contractor shall not dispose of volatile wastes, such as mineral spirits, oil, or paint thinner, in storm or sanitary drains.
- D. Contractor shall transport waste materials and debris across Airport property in covered trucks.

### PART 2 - PRODUCTS

#### 2.01 MATERIALS

Contractor shall use cleaning materials recommended by manufacturer of surface to be cleaned which will not create hazards to health or property and which will not damage surfaces.

### PART 3 - EXECUTION

#### 3.01 CLEANING DURING CONSTRUCTION

- A. Contractor shall execute periodic cleaning to keep building, grounds, and public properties free of accumulation of waste materials, rubbish, and wind-blown debris resulting from construction operations.
- B. Contractor shall apply protective covering on newly installed Work where reasonably required to ensure freedom from damage or deterioration at time of Substantial Completion and Final Acceptance. Contractor shall clean and perform maintenance on



other newly installed Work as frequently as necessary through remainder of construction period.

- C. Contractor shall adjust and lubricate operable components to ensure operability without damaging effects.
- D. Contractor shall furnish on-site containers for collection of waste materials, debris, and rubbish.
- E. Contractor shall remove waste material, debris, and rubbish from Project site daily.
- F. Contractor shall not drop or throw materials from heights.
- G. Contractor shall continue cleaning daily until building is ready for occupancy.

### 3.02 DUST CONTROL

Contractor shall:

- A. Clean interior building areas prior to start of finish painting or special coatings.
- B. Wet down materials and rubbish to prevent blowing dust.
- C. Schedule cleaning operations so that dust and other contaminants resulting from cleaning process will not fall on wet, newly painted surfaces.

### 3.03 FINAL CLEANING

- A. Contractor shall provide final cleaning of the Work, including all adjacent protection areas surface or unit of Work to normal "clean" condition expected for a first-class building cleaning and maintenance program. Contractor shall comply with manufacturer's instructions for cleaning operations. The following are examples, but not by way of limitation, of cleaning levels required:
  - 1. Removal of labels which are not required as permanent labels.
  - 2. Cleaning of transparent materials, including mirror, window, and door glass, to polished condition. Remove substances which are noticeable as vision obscuring materials.
  - 3. Replacing of broken glass and damaged transparent materials.
  - 4. Cleaning of exposed exterior and interior hard-surfaced finishes to dirt-free condition, free of dust, stains, films, and similar noticeable distracting substances.
  - 5. Restoring of reflective surface to original reflective condition.
  - 6. Wiping of surfaces of mechanical and electrical equipment clean, including elevator equipment.

7. Removal of excess lubrication and other substances.
  8. Removal of debris and surface dust from limited access spaces including roofs, plenums, shafts, trenches, equipment vaults, manholes, and similar spaces.
  9. Broom cleaning of concrete floors in non-occupied spaces.
  10. Vacuum cleaning of carpeted surfaces and similar soft surfaces.
  11. Cleaning of plumbing fixtures to sanitary condition, free of stains, including those resulting from water exposure.
  12. Cleaning of equipment to condition of sanitation ready and acceptable for intended use.
  13. Cleaning of light fixtures and lamps to function with full efficiency.
  14. Cleaning of Project site, including landscape development areas, of litter and foreign substances.
  15. Sweeping of paved areas to broom-clean condition. Remove stains, petrochemical spills, and other foreign deposits.
  16. Raking of grounds which are neither planted nor paved to smooth, even-textured surface.
- B. Contractor shall remove waste materials from Project site daily and dispose of in a lawful manner.
- C. Protection - Limiting Exposures: Contractor shall supervise construction operations to assure that no part of the construction completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.
- D. Removal of Protection:

Contractor shall remove temporary protection devices and facilities which were installed during course of the Work to protect previously completed Work during remainder of construction period.

END OF SECTION

## SECTION 01650 – CONSTRUCTION SALVAGE AND WASTE MANAGEMENT

### PART 1 - GENERAL

#### 1.01 SUMMARY

- A. This section includes demolition and construction salvage and construction waste management requirements. This section does not include hazardous materials removed. Refer to other sections, as applicable, for hazardous materials removed.

#### 1.02 DEFINITIONS

- A. Alternative Daily Cover (ADC): Material, other than earthen material, placed on the surface of the active face of a municipal solid waste landfill at the end of each operating day to control vectors, fires, odors, blowing litter and scavenging.
- B. Co-mingled or Off-site Separation: Collecting all material types into a single bin or mixed collection System and separating the waste materials into recyclable material types at an off-site facility.
- C. Construction and Demolition Waste (CDW): Includes all nonhazardous solid wastes resulting from construction, remodeling, alterations, repair, and demolition. This includes material that is recycled, reused, salvaged or disposed as garbage.
- D. Diversion Rate:  $(\text{Total Waste Diverted from Landfill} / \text{Total Waste produced by project}) \times 100$ .
- E. Garbage: Product or material typically considered to be trash or debris that is unable to be salvaged for resale, salvaged and reused, returned, or recycled.
- F. Hazardous Materials/Hazardous Substance: Any substance that is or becomes defined as a “hazardous waste”, “hazardous material”, “hazardous substance”, “pollutant”, or “contaminant” under any environmental law or any substance that is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous or any substance that contains gasoline, diesel fuel, oil, or other petroleum hydrocarbons or volatile organic compounds; or any substance that contains polychlorinated biphenyls, asbestos or urea Formaldehyde foam insulation; or any substance that contains or emits radioactive particles, waves, or materials, including, without limitation, radon gas.
- G. Land Clearing Debris (LCD): Materials that are natural (e.g., rock, soil, stone, vegetation). This also includes uncontaminated soils that are designated as geotechnically unsuitable or excess excavation.

- H. Proper Disposal: Disposal pursuant to all laws, rules, regulations and codes of the law.
- I. Recyclable Materials: Products and materials that can be recovered and remanufactured into new products.
- J. Recycling: The process of sorting, cleaning, treating and reconstituting materials for the purpose of using the material in the manufacture of a new product. This may be conducted on-site (e.g., as in the grinding of concrete).
- K. Recycling Facility: An operation that is permitted to accept materials for the purpose of processing the materials into an altered form for the manufacture of a new product.
- L. Salvage for Reuse: Existing usable product or material that can be saved and reused in some manner on the project site or other projects off-site.
- M. Salvage for Resale: Existing usable product or material that can be saved and removed intact (as is) from the project site to another site for resale to others without remanufacturing.
- N. Solid Waste including Universal Waste: Any waste that is or becomes defined as a “solid waste”, “waste”, “special waste”, “garbage”, or “commercial solid waste” under any environmental law or any waste that can require special handling and management, including but not limited to, white goods, waste tires, used oil, lead-acid batteries, construction and demolition debris, ash residue, yard trash, biological wastes, pesticides, pharmaceuticals and mercury-containing devices and lamps; or any waste that is not hazardous waste and that is not prohibited from disposal in a lined landfill or yard trash, construction and demolition debris, processed tires, asbestos, carpet, cardboard, paper, glass, plastic, or furniture other than appliances.
- O. Source Reduction: Eliminating project waste through reduced packaging, prefabrication, modular construction, or incorporating standard material lengths or sizes into construction documents.
- P. Source-Separated Materials: Materials that are sorted at the site into separate containers for the purpose of reuse or recycling.
- Q. Sources Separation: Sorting the recovered materials into specific material types with no, or a minimum amount of, cross-contamination on site.
- R. Time-Based Separation: Collecting waste during each phase of construction or deconstruction that results in primarily one major type of recovered material. The material is removed before it becomes mixed with the material from the next phase of construction.

- S. Waste Diversion: A management activity that disposes of waste through methods other than incineration or landfilling. Examples include reuse and recycling.
- T. Waste-to-Energy: The conversion of non-recyclable waste materials into usable heat, electricity, or fuel through a variety of processes, including combustion, anaerobic digestion, and landfill gas (LFG) recovery.

#### 1.03 SUBMITTALS

- A. Construction Waste Management Plan
- B. Contractor Staging Area Site Plan
- C. Construction Waste Management Monthly Report
- D. Construction Waste Management Final Report

#### 1.04 PERFORMANCE GOALS

- A. General: Divert CDW and LCD from landfill disposal by one or more combination of the following activities:
  - 1. Salvage
  - 2. Reuse or refurbishment
  - 3. Source separated recycling
  - 4. Co-mingled recycling
  - 5. Donation to approved non-profit organization
  - 6. Resale in accordance with Authority Standard Procedure S440.05 Transfer/Disposal of Equipment/Construction Salvage
  - 7. Incineration in approved waste-to-energy facility
- B. CDW materials that can be salvaged, resold, reused or recycled, include, but are not limited to the following:
  - 1. Clean dimensional wood, pallet wood, plywood, Oriented Strand Board (OSB), and particleboard
  - 2. Asphalt
  - 3. Concrete and concrete masonry units
  - 4. Brick
  - 5. Ferrous and non-ferrous metals
  - 6. Gypsum products
  - 7. Acoustical ceiling tile
  - 8. Glass, both window and bottle
  - 9. Plastics, including plastic film
  - 10. Carpet and pad
  - 11. Cardboard packaging

12. Insulation
13. Field office waste paper, aluminum cans, glass, plastic, and cardboard
14. Non-hazardous solid waste or universal waste

#### 1.05 CONSTRUCTION WASTE MANAGEMENT PLAN

- A. Unless specifically waived by the Owner in writing, the Contractor shall include a Construction Waste Management Plan as outlined in this section.
- B. Submit to the Owner a Construction Waste Management (CWM) Plan narrative in accordance with these specifications.
- C. The Construction Waste Management Plan shall include the following:
  1. Name of designated Waste Management Coordinator.
  2. The plan must account for all materials, including land-clearing debris, materials to be used for alternative daily cover (ADC), and other materials not contributing to diversion but not included in the diverted waste total.
  3. A list of demolition or construction waste materials that will be diverted from landfill disposal. Materials may be structural or non-structural.
  4. Include approximate percentage of overall project waste each materials represents.
  5. Separately track CDW, LCD, landfill disposal, and recycled materials.
  6. Identify materials as demolition or construction waste.
  7. Include reference to separate hazardous materials removal, tracking and disposal procedures in accordance with other sections, as applicable.
  8. Identify waste handling methods to be used, including one or more of the following:
    - a. Method 1 - Contractor or subcontractor(s) hauls recyclable materials to an approved recycling facility.
    - b. Method 2 - Contracting with diversion/recycling hauler to haul recyclable material to an approved recycling or material recovery facility.
    - c. Method 3 - Recyclable material reuse on-site.
    - d. Method 4 - Recyclable material salvage for resale.
  9. Identification of each recycling or material recovery facility to be utilized, including name, address, types of materials being recycled at each facility and/or how the materials will be disposed or reused onsite.
  10. Description of the method to be employed in collecting, and handling, waste materials.
  11. Description of methods to communicate Construction Waste Management Plan to personnel and subcontractors.

#### 1.06 CONTRACTOR STAGING AREA SITE PLAN

- A. Submit a Contractor Staging Area Site Plan to achieve salvage and waste management goals prior to the start of construction.
  - 1. Identify designated areas in coordination with the Owner for stockpiling recyclable materials, including non-contaminated soils for re-use on site, including but not limited to infrastructure elevation changes, development of noise berms and consideration for landscape needs.
  - 2. Designate on-airport contractor haul routes in coordination with the Owner, focusing on safety and minimizing on-airport travel distances.

#### 1.07 CONSTRUCTION WASTE MANAGEMENT MONTHLY REPORTS

- A. Submit a monthly construction waste management status report.
  - 1. Include items-to-date as noted in 1.08 CONSTRUCTION WASTE MANAGEMENT FINAL REPORT.

#### 1.08 CONSTRUCTION WASTE MANAGEMENT FINAL REPORT

- A. Submit a Construction Waste Management Final Report. The report shall list the following for the project:
  - 1. A record of each waste material type and quantity recycled, reused, salvaged, or disposed from the Project.
  - 2. Include total quantity of waste material removed from the site and hauled to a landfill.
  - 3. Percentage of total waste material generated that was recycled, reused, or salvaged.
  - 4. Documentation of recycling rates for commingled facilities if applicable.
  - 5. Total waste per gross floor area of project if applicable.
- B. Quantities shall be reported by weight (tons) unless otherwise approved by the Owner.
- C. Submit copies of manifests, weight tickets, recycling/disposal receipts or invoices, which validate the calculations or a signed certification of completeness and accuracy of the final quantities reported.
- D. Submit a construction and demolition waste calculator or equivalent tool, tracking total and diverted waste streams.
- E. The final reporting of hazardous materials removal will be in accordance with other sections and will not be included in the project's tracking total.

#### 1.09 QUALITY ASSURANCE

- A. Regulatory Requirements: The Contractor shall maintain compliance with all

applicable Federal, State, or Local laws.

- B. Disposal Sites, Recyclers and Waste Materials Processors: All facilities utilized for management of any materials covered under this specification must maintain all necessary permits as required by federal, state and local jurisdictions.

PART 2 – PRODUCTS - Not used.

PART 3 – EXECUTION

3.01 SOURCE-SEPARATED CDW AND LCD RECYCLING

- A. Provide individual containers for separate types of CDW and LCD to be recycled clearly labeled with a list of acceptable and unacceptable materials.

3.02 CO-MINGLED CDW AND LCD RECYCLING

- A. Provide containers for co-mingled CDW and LCD to be recycled, clearly labeled with a list of acceptable and unacceptable materials.

3.03 LANDFILL

- A. Provide containers for CDW and LCD that are to be disposed of in a landfill clearly labeled as such.

3.04 REMOVAL OF CDW and LCD FROM PROJECT SITE

- A. Transport CDW and LCD off Owner's property and legally dispose of it.

PART 4 – MEASUREMENT AND PAYMENT

4.01 GENERAL

- A. No separate measurement or payment will be made for the work required by this section. The cost for this portion of the Work will be considered incidental to and included in the payments made for the applicable project amount or bid item(s).

END OF SECTION



## 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. Should phased Substantial Completion be requested by the Owner, the Contractor and Owner will establish the extent of the area and scope that reached Substantial Completion. For each phased Substantial Completion area, the Contractor shall comply with this section.

#### 1.02 PREREQUISITES TO SUBSTANTIAL COMPLETION

- A. Prior to requesting Owner's and Design Professional 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.

In Owner's sole discretion, it may waive the above requirements in writing and provide a deadline after Substantial Completion, but before final completion for compliance.

B. Cleaning and Repairs:

Immediately prior to the Owner's and Design Professional'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. In the event the Contractor does not strictly comply with these cleaning requirements, Owner may have the Work cleaned and backcharge the Contractor.

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 within 30 days after delivering the Final Acceptance punch list for projects under \$10 million and 60 days for projects above \$10 million. 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 on Owner or statutory forms:
    - a. Consent of Surety to Payment
    - b. Contractor's Final Affidavit of Payment of Debts and Claims
    - c. Contractor's Affidavit of Releases of Lien waivers
    - d. Waiver of Right to Claim Against Payment Bond upon Final Payment
    - e. List of Contractor's first tier and second tier subcontractors and suppliers, including addresses, phone numbers and a summary of the scope of work.
    - f. Final release of lien from each subcontractor and supplier listed in d. above
    - g. Statement of compliance with labor standards and payment of all applicable taxes
    - h. Statement of Contractor's one-year general warranty
    - i. Specific warranties as specified in Contract Documents and include the subcontractor or supplier with its contact information when applicable.
    - j. Accounting of final Contract amount

- k. Accounting of actual DBE (W/MBE) participation
  - l. As-Built drawings sufficient for the production of record drawings
  - m. O&M manuals, Record Project Manual and record documents (see paragraph 1.06)
  - n. Evidence of continuing insurance complying with specified requirements
  - o. Contractor's final pay application
  - p. Final amendment – when applicable
  - q. Contractor's standard turnover materials, including elevator manuals, warranty, and user guides.
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, Designer of Record 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. Record Drawings shall be sent electronically through the Owner's Management Software.
  - 3. Record Project Manual: Upon completion of mark-up, submit to Owner for Owner's records. Record Project Manual shall be sent electronically through the Owner's Management Software.
  - 4. Maintenance Manuals: Contractor will complete, place in order, properly identify and submit to Owner for Owner's records. Maintenance Manuals shall

be sent electronically through the Owner's Management Software (close-out module) prior to required training and before substantial completion when applicable.

5. Miscellaneous Record Submittals: As defined in F, 1, a-g of this Section: Provide Reports from Owner's Management Software for each of the areas of Miscellaneous Records with Bookmarks for each section. Complete miscellaneous records and place in good order, properly identified and bound or filed, ready for continued use and reference. Submit to Owner for Owner's records through the Owner's Management Software Close-out Module after Substantial Completion.

B. Contractor's as-built drawings:

1. As-built drawings: The Contractor will maintain one conformed 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. Should as-built drawings be maintained electronically, the Owner shall have access to them at all times.
  - 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, or editable in electronic format, 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. Contractor will provide in BIM format if BIM specification submittals are required
  - 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. The Contractor will transmit original ½ size hard copy to the Owner and the Contractor will submit a consolidated electronic copy via Owner's Management Software and organized by design packages inclusive of all ASIs/ESIs.
- f. As-built drawings will contain the names, addresses and phone numbers of the Contractor and the major subcontractors.
- g. As-built drawings will be reviewed monthly for compliance and acceptability.
- h. 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 Design-Builder will be required to conform and resubmit.
  - e. Submit the record project manual to the Owner for compliance review and approval through the Owner's Management Software Close-out Module
  - f. Upon Owner's approval, the Contractor will submit the completed record project manual to the Owner through the Owner's Management Software Close-out Module
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 converted to PDF format prior to submittal using strike-throughs for deletions, bold and italic for revisions and additions, and/or other acceptable method(s) where feasible to distinguish between changes. All of this information is to be submitted through the Owner's Management Software in individual records for each document.

D. Record Product Data:

During progress of the Work, maintain electronic copies 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. Product Data should be submitted through the Owner's Management Software Close-out Module by Specification Division with each Specification Subdivision requirement bookmarked. Submit prior to Final Completion.

E. Record Sample Submittal:

After Substantial Completion, and prior to Final 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 should be properly entered in to the Owner's Management Software in the appropriate modules for the types of records, and ready for continued use and reference. For Close-Out submission, provide reports as described in section 1.06.A.5 above. Categories of requirements resulting in miscellaneous work records are recognized to include, but, 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 PDF with Optical Character Recognition (OCR) and a report quality of 300 dpi or higher format. All formatting and tabular data will be preserved. Tabular data will be embedded in the document in Excel 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 a solid state hard drive containing all documents in an organized document library.

#### 1.07 GUARANTEES AND WARRANTIES

- A. After Substantial Completion and 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.
- 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.
- E. All Guarantees and Warranties will be submitted to the Owner through the Owner's Management Software Close-Out Module and via original hard copy, giving a summary of the guarantees and warranties attached and stating the following with respect to each:
  - 1. Description of work included
  - 2. Name of subcontractors
  - 3. Period of guarantee/warranty
  - 4. Conditions of guarantee/warranty

#### 1.08 OPERATING INSTRUCTIONS AND MAINTENANCE MANUALS

- A. Prior to any required training, and 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. Each manual will be uploaded to the Owner's Management Software Close-out Module in a separate record and the documents will be properly bookmarked for ease of use.

1. In addition to the electronic version submitted through Owner's Management Software , the Contractor will submit one copy of each completed manual on equipment and systems, in final form, to the Owner for review and distribution. There should be an individual manual that is organized and indexed 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 will be submitted through the BIM Model submittal requirement.
  - 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 transmit and turn over, at the Project site, in a location directed by Owner, all replacement materials which may be required by other sections of these Contract Documents.

## PART 2 - PRODUCTS

"Not Used"

## PART 3 - EXECUTION

### 3.01 EQUIPMENT OPERATIONAL DEMONSTRATIONS

- A. Prior 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 by 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



# AVIATION AUTHORITY APPLICATION FOR PAYMENT

APPLICATION No.: \_\_\_\_\_ for the period ending: \_\_\_\_\_

HCAA PROJECT No.: \_\_\_\_\_

PROJECT DESCRIPTION: \_\_\_\_\_

CONTRACT TYPE:  Design-Bid  Design-Build  Const Mgmt.

APPLICANT : \_\_\_\_\_

ADDRESS: \_\_\_\_\_

The undersigned Contractor / Design Builder / Construction Manager certifies that to the best of their knowledge, information and belief, the work covered by this Application has been completed in accordance with the Contract Documents; that all amounts have been paid by the undersigned for work for which previous Certificates for Payment were issued and payments received from the Owner; and that current payment shown herein is now due.

In consideration of the amounts and sums received, the undersigned does hereby waive and release to the Owner any and all claims and liens and rights to liens upon the premises described below, and upon improvements now thereon, and upon the monies or other considerations (due as of the date of the aforesaid payment application or invoices from the Owner or from any other person, firm or corporation), said claims and liens and rights to liens being on account of labor, services, materials, fixtures or apparatus heretofore furnished by or at the request of the undersigned. The premises as to which said claims and liens and right to liens are hereby released as identified above.

The undersigned further represents and warrants that s/he is duly authorized and empowered to sign and execute this waiver on her/his own behalf and on behalf of the company or business for which s/he is signing; that s/he has properly performed all work and furnished all the materials of the specified quality per plans and specifications and in a good and workmanlike manner through the date of said payment application or invoice; that s/he has paid for all the labor, materials, equipment, and services that s/he has used or supplied to the above premises through the date of said payment application or invoice; that s/he has no other outstanding and unpaid payment applications, invoices, retentions, holdbacks, chargebacks or unbilled work or material against the Owner as of the date of the aforementioned payment application; and that any materials which have been supplied or incorporated into the above premises were either taken from his fully-paid or open stock or were fully paid for and supplied as stated on the statements accompanying the said payment application or invoice.

The undersigned further agrees to reimburse and does hold harmless and fully indemnify Owner for any losses or expenses should any such claims, lien or right to a lien be asserted (by the undersigned or by any laborer, materialman or subcontractor or the undersigned), including, without implied limitation, attorneys' fees incurred in the defense thereof.

The undersigned further accepts and acknowledges the receipt of the aforesaid sums in full accord and satisfaction for the aforementioned claims with full knowledge that the Owner, its successors and assigns, are relying thereon; and furthermore, the undersigned agrees to perform, now and in the future, each and every covenant and provision of his written contract as modified or changed in writing with the Owner, hereby acknowledging that said contract is now in full force and effect.

In addition, for and in consideration of the amounts and sums received, the undersigned hereby waives, releases and relinquishes any and all claims, rights or causes of action whatsoever arising out of or in the course of the work performed on the above-mentioned project, contract or event transpiring prior to the date hereof, excepting the right to receive payment of work performed and properly completed and retainage, if any, after the date of the above-mentioned payment application or invoices.

The present status of this Contract is as follows:

<b>ORIGINAL GMP / CONTRACT SUM:</b>	\$	-
<b>NET CHANGE BY PREVIOUS CHANGE ORDERS:</b>	\$	-
<b>GMP or CONTRACT SUM TO DATE:</b>	\$	-
<b>TOTAL COMPLETED &amp; STORED TO DATE:</b>	#DIV/0!	\$ -
<b>CURRENT RETAINAGE AMOUNT:</b>	#DIV/0!	\$ -
<b>TOTAL EARNED LESS RETAINAGE</b>	\$	-
<b>LESS PREVIOUS CERTIFICATES FOR PAYMENT</b>	\$	-
<b>CURRENT PAYMENT DUE:</b>	\$	-

**CONTRACTOR/DESIGN BUILDER/CONSTR. MGR.**

By \_\_\_\_\_ Date \_\_\_\_\_

State of \_\_\_\_\_ County of \_\_\_\_\_

Subscribed and sworn to/before me this \_\_\_\_\_ day of \_\_\_\_\_ year

Notary Public: \_\_\_\_\_

My commission expires: \_\_\_\_\_

**DESIGN PROFESSIONAL'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, on-site observations and the data comprising the above application, the Architect / Engineer certifies that the Work has progressed as indicated; that to the best of their knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents; and that the Applicant is entitled to payment of the AMOUNT CERTIFIED.

<b>AMOUNT CERTIFIED</b>	\$	-
_____	_____	_____
<b>Design Professional</b>		<b>Date</b>

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Applicant named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner under this contract.

**ACKNOWLEDGED:**

_____	_____
<b>HCAA Construction Project Manager</b>	<b>Date</b>
_____	_____
<b>Director of Construction</b>	<b>Date</b>
_____	_____
<b>Jeff Siddle, P.E.</b>	<b>Date</b>
<b>Vice President of Planning &amp; Development</b>	

**APPROVED FOR PAYMENT:**

By: **Al Illustrato** \_\_\_\_\_ Date \_\_\_\_\_

**Executive Vice President of Facilities and Administration**

**CHANGE ORDER  
HILLSBOROUGH COUNTY AVIATION AUTHORITY**

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**PROJECT:****CHANGE ORDER No:****INITIATION DATE:**

**OWNER:** Hillsborough County Aviation Authority  
P.O. Box 22287  
Tampa, Florida 33622-2287

**HCAA PROJECT No:****FAA AIP No:****FDOT FM No:****CONTRACT DATE:****TO (Contractor):**


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You are directed to make the following changes in this Contract dated \_\_\_\_\_ by and between yourself and the Hillsborough County Aviation Authority, in accordance with its conditions. The Contract Documents shall apply to this Change Order. All terms and conditions of the Contract remain unchanged, except as they may be expressly modified by the terms of this Change Order. This Change Order addresses all adjustments to the Contract Sum and Contract Time for which the Contractor may be entitled with respect to the subject change work, including all labor, materials, equipment, services, overhead and profit necessary to accomplish the change work, which change work includes all items that are expressly identified in this Change Order, as well as all items that are reasonably inferable as being necessary or appropriate for the satisfactory completion of the subject change work by the Contractor. The total cost adjustment to the Contract Sum reflected in this Change Order, if any, includes all direct, indirect and impact costs resulting from the subject change, including, but not limited to, extended or unabsorbed home office overhead costs, extended general conditions and field overhead, extra equipment (whether operating or idle), costs relating to labor and equipment inefficiency, taxes, insurance costs, bonds, profit, interest and all other fees and costs for which the Contractor may have entitlement to under the Contract or otherwise, arising out of or relating to the change work that is the subject of this Change Order. In addition, this Change Order encompasses all time adjustments to the Contract Time, if any, relating to any delay, disruption, acceleration, interference, escalation, or other time related impacts for which the Contractor may be entitled under the Contract or otherwise, arising out of or relating to the change work that is the subject of this Change Order. In addition, this Change Order constitutes a full accord and satisfaction for all of the Contractor's outstanding extra work items, claims, overtime charges, changes to and/or interpretations of the Contract Documents with respect to the Contract. It is agreed and understood that the Contractor, by executing this Change Order, hereby waives all claims, through the date of this Change Order, with respect to the Work or the Project. This Change Order in no way relieves the Contractor from providing all outstanding obligations to the Owner under the Contract, including, but not limited to, close-out obligations, punch list items, warranty and correction of defective and non-conforming work.

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**Description:****Attachments:**


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**Not valid until signed by the Owner. Signature by the Contractor indicates final agreement herewith, including all adjustments in the Contract Sum and/or the Contract Time.**



The original Contract Sum was \_\_\_\_\_ \$ \_\_\_\_\_  
 Net change by previously authorized Change Order \_\_\_\_\_ \$ \_\_\_\_\_  
 The Contract Sum prior to this Change Order was \_\_\_\_\_ \$ \_\_\_\_\_  
 The Amount of this Change Order is \_\_\_\_\_ \$ \_\_\_\_\_  
 The new Contract Sum including this Change Order will be \_\_\_\_\_ \$ \_\_\_\_\_  
 The Contract Time will be Increased , Decreased , Unchanged , \_\_\_\_\_ calendar days.  
 The date of substantial completion will change from \_\_\_\_\_ .  
 The DBE goal as a result of this change will change from \_\_\_\_\_ .

**Issued and Approved by:**

**Agreed To:**

\_\_\_\_\_  
Architect / Engineer

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

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

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

**Reviewed:**

**Authorized:**

\_\_\_\_\_  
Hillsborough County Aviation Authority  
Owner

\_\_\_\_\_  
Hillsborough County Aviation Authority  
Owner

By: Jeff Siddle, P.E. \_\_\_\_\_ Date \_\_\_\_\_  
V.P. of Planning and Development

By: Joseph W. Lopano \_\_\_\_\_ Date \_\_\_\_\_  
Chief Executive Officer