



HILLSBOROUGH COUNTY AVIATION AUTHORITY

PART 2 CONTRACT FOR DESIGN-BUILD SERVICES

BETWEEN

HILLSBOROUGH COUNTY AVIATION AUTHORITY

AND

HENSEL PHELPS CONSTRUCTION CO.

PROJECT NOS. 8500 23 & 8515 24

AIRSIDE D DEVELOPMENT PROGRAM & WESTSIDE
CHECKED BAGGAGE SCREENING SYSTEM
RELOCATION AND UPGRADES

DATED: DECEMBER 5, 2024

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ATTACHMENTS:

- 1: GUARANTEED MAXIMUM PRICE PROPOSAL
- 2: COMMON LAW PERFORMANCE BOND AND STATUTORY PAYMENT BOND
- 3: INSURANCE REQUIREMENTS
- 4: DIVISION 01: GENERAL REQUIREMENTS
- 5: DESIGN CRITERIA MANUAL
- 6: E-VERIFY CERTIFICATION
- 7: OWNER DIRECT PURCHASE
- 8: SAMPLE CHANGE ORDER
- 9: DISPUTE AVOIDANCE AND RESOLUTION PANEL
- 10: DATA SECURITY
- 11: AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

PART 2 CONTRACT

This Contract for design-build services is made and entered into this 5th day of December, 2024 by and between the Hillsborough County Aviation Authority, a public body corporate under the laws of the State of Florida, hereinafter referred to as the "Owner", and Hensel Phelps Construction Co., a Colorado Corporation, authorized to do business in the State of Florida, hereinafter referred to as the "Design-Builder".

For the following project(s): Airside D Development Program & Westside Checked Baggage Screening System Relocation and Upgrades

Authority Nos.: 8500 23 & 8515 24

The architectural/engineering services described in Article 3 will be provided contractually through the Design-Builder by the following person or entity who is lawfully licensed to practice architecture/engineering (Designer):

HNTB Corporation

M. Arthur Gensler Jr. & Associates, Inc.

Civil, structural, environmental, geotechnical, mechanical, and electrical engineering services will be provided contractually through the Design-Builder as indicated below by the following firms:

Ariel Business Group, Inc.

BASE Consultants, Inc.

Brindley Peters & Associates, Inc.

Corporate Environmental Risk Management, LLC

Diversified Professional Services, Inc.

ECHO UES, Inc.

Fronza & Francis, LLC

Gartek Engineering Corporation

HCBeck, Ltd. d/b/a The Beck Group

Heitmann & Associates, Inc.

Horton Lees Brogden Lighting Design, Inc.

Jensen Hughes, Inc.

TLC Engineering Solutions, Inc.

TransSolutions, LLC

BNP Associates, Inc.

VoltAir Consulting Engineers, Inc.

The Owner and the Design-Builder agree as set forth below.

TPA/ Airside D Development Program & Westside Checked Baggage Screening System Relocation and Upgrades

Authority Nos. 8500 23 & 8515 24

TERMS AND CONDITIONS—PART 2 CONTRACT

ARTICLE 1 GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

- 1.1.1 The Project consists of the design and construction of Airside D Development Program & Westside Checked Baggage Screening System Relocation and Upgrades.
- 1.1.2 The Contract Documents consist of this Contract between the Owner and the Design-Builder and the following documents, but only to the extent they are not modified by this Contract: Part 1 Contract, the Design-Builder's Guaranteed Maximum Price (GMP) Proposal (Attachment 1), the Authority's Design Criteria Manual (Attachment 5), the Project Documents accepted by the Owner in accordance with Paragraph 3.3.2, payment and performance bonds (Attachment 2), Modifications issued after execution of this Contract, and other Attachments listed in the Table of Contents.
- 1.1.3 A Modification is:
 - 1.1.3.1 a written amendment to this Contract signed by both parties,
 - 1.1.3.2 a Supplemental Contract to this Contract signed by both parties,
 - 1.1.3.3 a Change Order in accordance with the terms of Article 8,
 - 1.1.3.4 a work order issued by the Owner in accordance with the terms of Article 8, or
 - 1.1.3.5 a minor change in the Work in accordance with the terms of Article 8.
- 1.1.4 The term Day as used in the Contract Documents will mean calendar day unless otherwise indicated.
- 1.1.5 The GMP Contract Sum as stated in this Contract is the maximum amount payable by the Owner to the Design-Builder for performance of the Work under the Contract Documents, including authorized adjustments, as detailed in Attachment 1. When the Contract Documents state "no cost to the Owner", it means that those costs are the responsibility of the Design-Builder and are not reimbursable through the GMP Contract Sum. When the Contract Documents state "no

additional cost to the Owner”, it means that those costs are reimbursable up to the GMP Contract Sum.

- 1.1.6 The term Work means the construction and services provided by the Design-Builder to fulfill the Design-Builder’s obligations under this Contract.
- 1.1.7 The Drawings are the graphic and pictorial portions of the Contract Documents, wherever located and whenever issued, to the extent approved by the Owner, showing the design, location, and dimensions of the Work, and generally include plans, elevations, sections, details, models, electronic data, BIM, schedules and diagrams.
- 1.1.8 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.
- 1.1.9 The Project Documents are all records, documents, drawings, notes, tracings, plans, specifications, maps, evaluations, reports and other technical data and electronic data, instruments of service, models, and renderings, including but not limited to, all Architectural Works as defined by the federal Architectural Works Copyright Protection Act (whether hard copy or electronically stored), prepared, developed or furnished by the Design-Builder or the Designers, subconsultants, or Subcontractors employed or retained by the Design-Builder under this Contract.
- 1.1.10 The term Law(s) means laws, statutes, lawful orders, 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 (Florida Green Book), Manual on Uniform Traffic Control Devices and requirements, FAA Advisory Circulars, TSA Security Directives, local ordinances, zoning and permitting requirements, public notice requirements, and other similar requirements, as well as those rules, codes, conventions, and agreements within the construction industry which effectively control the performance of the Work, other orders of any public authority having jurisdiction, and the Owner’s Rules and Regulations, Policies, Standard Procedures and Operating Directives, regardless of whether they are lawfully imposed or followed by a governing authority or not.
- 1.1.11 The term Related Party means a parent, subsidiary, affiliate, or other entity having a common ownership or management with the Design-Builder or Designer; entities in which stockholders, or management employees of the Design-Builder or Designer own an interest in excess of five (5%) in the aggregate; or any persons

or entity with the right to control the business or affairs of the Design-Builder or Designer; and any member of the immediate family of any person identified above.

1.1.12 Other defined terms can be found in Division 1, Section 01095 Definitions and Standards.

1.2 EXECUTION, CORRELATION AND INTENT

1.2.1 It is the intent of the Owner and the Design-Builder that the Contract Documents include all items necessary for proper execution and completion of the Work. The Contract Documents are complementary and what is required by one will be as binding as if required by all. Words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

1.2.2 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. No changes, amendments or Modifications of any of the terms or conditions of this Contract will be valid unless reduced to writing. This Contract may be amended or changed only by Modification.

1.2.3 If the Design-Builder believes or is advised by another licensed design professional retained by the Owner to provide services on the Project, that implementation of any instruction received from the Owner would cause a violation of any applicable law, the Design-Builder will notify the Owner in writing. The Design-Builder will not be obligated to perform any act which will violate any applicable law.

1.2.4 Nothing contained in this Contract will create a contractual relationship between the Owner and any person or entity other than the Design-Builder, unless otherwise provided in this Contract.

1.2.5 Execution of this Contract by the Design-Builder is a representation and warranty that the Design-Builder (a) is particularly experienced and skilled in the construction of structures and improvements of the type described in the Contract Documents, and (b) has, by careful examination, satisfied itself as to and has taken into account (i) the nature, location, and character of the Project Site(s), including but not limited to, the surface and subsurface condition of the land and all structures and obstructions thereon, both natural and man-made, and all surface and subsurface water conditions of the Project Site(s) and the surrounding area; (ii) the nature, location, and character of the general area in which the Project Site(s) are located included, but not limited to, weather and climate; and (iii) all other matters or things which, in the reasonable judgment of the Design-Builder

or a similarly situated Design-Builder or Contractor, could in any manner affect the performance of the Work.

- 1.2.6 All Work mentioned or indicated in the Contract Documents will be performed by the Design-Builder as part of this Contract unless it is specifically indicated in the Contract Documents that such Work is to be performed by others. In the event of any conflict(s) among the Contract Documents, the Design-Builder will present the conflict for resolution to the Owner.
- 1.2.7 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.
- 1.2.8 Where codes, standards, requirements, and publications of public and private bodies are referred to in Division 01 - General Requirements and the Specifications, except to the extent otherwise expressly noted in the Contract Documents, references will be understood to be the latest edition, including all amendments thereto, in effect on the date applicable permits were issued by appropriate governmental authorities having jurisdiction or the date this Contract was executed, whichever is later.
- 1.2.9 Where no explicit quality or standards for materials or workmanship are established for the Work, such Work is to be of suitable quality for the intended use and consistent with the quality of the surrounding Work.
- 1.2.10 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.
- 1.2.11 The mechanical, electrical, plumbing, and fire protection 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 Design-Builder will prepare coordination drawings and complete detailed layout drawings showing the exact alignment, physical location and configuration of the mechanical, electrical, plumbing 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 Owner for the Owner's review prior to the commencement of the mechanical, electrical, plumbing, and fire protection work. The Design-Builder will comply with this requirement using BIM.

- 1.2.12 Where the Work is to fit with existing conditions or construction to be performed by others, the Design-Builder will fully and completely join the Work with such conditions or construction, unless otherwise specified. Any existing condition unintentionally damaged in whole or in part by the Design-Builder's Work will be restored to the Owner's satisfaction at no cost to the Owner.
- 1.2.13 The Design-Builder is responsible for dimensions to be confirmed and correlated at the Project Site(s), for information processes, for techniques of construction, and for coordination of the work of all trades. The Owner does not warrant or certify the accuracy or completeness of any dimensions or measurements provided to the Design-Builder.
- 1.2.14 Press releases or other specialized publicity documents, including the Design-Builder's and subcontractor's advertising, social media posts, and news bulletins, which are related to this Contract and are intended by the Design-Builder and Subcontractors for the press, broadcasting, or television, will be drawn up in consultation with the Owner. Except as otherwise required by Law, the Design-Builder and Subcontractors 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 without prior written approval by the Owner's Vice President of Planning and Development. The Design-Builder shall incorporate the terms of this provision into all of its contracts, subcontracts and other agreements of any tier and require all Designers, subconsultants, Subcontractors or suppliers to similarly incorporate the terms of this provision in their agreements.
- 1.2.15 During the duration of the Project, other construction and/or design-build projects will be underway at Tampa International Airport. It will be the responsibility of this Design-Builder to coordinate its Work with these other projects. This would include attending meetings such as coordination meetings, scheduling meetings, and other meetings that would help identify conflicts or areas of concerns between projects. This includes active participation in identifying and assessing options to mitigate or prevent schedule impacts. However, Design-Builder shall not, by coordinating its Work with these other projects, assume any responsibility for the performance on or timely completion of any of these other projects unless the Design-Builder's failure to coordinate results in increased costs or claims to the other projects. Rather, any problems with such coordination will be brought to the attention of the Owner who will direct the affected parties accordingly.
- 1.2.16 The Design-Builder will conduct all Work in this Contract in accordance with the Owner's Policy P150, Code of Ethics and Ethics Program and Ethics related Standard Procedures.

1.3 OWNERSHIP AND USE OF DOCUMENTS AND ELECTRONIC DATA/RETENTION AND MAINTENANCE OF PUBLIC RECORDS

1.3.1 The Design-Builder acknowledges and agrees that all Project Documents will be and remain the property of the Owner. Project Documents will be deemed to be works made for hire, and all right, title, and interest in and to the Project Documents will be vested in the Owner. The Design-Builder will take all actions necessary to secure for the Owner all such right, title, and interest. The Design-Builder warrants that all materials comprising the Project Documents are original with the Design-Builder and have not been copied or derived from any other material without the express written consent of the owner, proprietor, and/or copyright holder of that other material, and are not subject to any other claim of copyright by any other person. The Design-Builder will obtain any and all licenses necessary for the production and preparation of the Project Documents including, without limitation, licenses for the use of any material subject to copyright by other parties. The Design-Builder will assign to the Owner any and all rights, including any copyrights, in the Project Documents that the Design-Builder or the Designers, subconsultants, or Subcontractors employed or retained by the Design-Builder on this Project may possess now or in the future, and the Design-Builder and its Designers, subconsultants, or Subcontractors will claim no rights adverse to the Owner in the Project Documents. Any project as designed by the Design-Builder under this Contract, may be reused or repeated by the Owner at the Owner's option or discretion at any time or times, including but not limited to, completion, addition, renovation, maintenance, reconstruction or remodeling of the Project and construction of new projects. The Design-Builder hereby grants its consent to the Owner to reuse of the Project Documents by the Owner for any and all such purposes. The Design-Builder shall retain its rights to all standard elements contained within the design, including standard details, specifications, or other design materials generated and authorized by the Design-Builder for its repeated, regular and ongoing use in plans, specifications, reports or other instruments of service for its clients. The Design-Builder will incorporate the terms of this Paragraph in all contracts with Designers, subconsultants, and Subcontractors employed or retained by the Design-Builder to perform services covered by this Contract at any tier.

1.3.1.1 The Project as designed by the Design-Builder under this Contract may be reused or repeated by the Owner at the Owner's option or discretion at any time or times, including but not limited to, completion, addition, renovation, maintenance, reconstruction, or remodeling of the Project and construction of new projects. The Design-Builder hereby grants its consent to reuse of the Project Documents by the Owner for any and all such purposes. The Design-Builder will incorporate the terms of this Paragraph in all contracts with Designers, Subconsultants, and Subcontractors

employed or retained by the Design-Builder to perform services on the Work covered by this Contract at any tier.

1.3.1.2 In the event of any termination, the Design-Builder consents to the Owner's selection of a successor Design Professional of the Owner's choice to assist the Owner in completing the Project. The Design-Builder further agrees to cooperate and provide any information reasonably requested by the Owner in connection with the completion of the Project and consents to and authorizes the making of any reasonable changes to the Project Documents as the Owner may desire. The Design-Builder shall not use or allow to be used the Project Documents or any part thereof or any unique design aspects of this Project in any other project without the prior written approval of the Owner. The Design-Builder's use of standard specification text and details are specifically excluded from the provisions of this Section.

1.3.2 Submission or distribution of the Design-Builder's documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the rights reserved in this Article.

1.3.3 CHAPTER 119 FLA. STATUTES REQUIREMENTS

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

The Design-Builder agrees in accordance with Florida Statute Section 119.0701 to comply with public records laws including the following:

1.3.3.1 Keep and maintain public records required by the Owner in order to perform the Work contemplated by this Contract.

1.3.3.2 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.

1.3.3.3 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.

1.3.3.4 Upon completion of this Contract, keep and maintain public records required by the Owner to perform the Work. The Design-Builder 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.

1.3.4 The Owner maintains its records in electronic form in accordance with the State of Florida records retention schedules. As a result, the paper original version of this document (to the extent it exists) will be scanned and stored electronically as the authoritative record copy as part of the Owner's record management process. Once that occurs, the paper original version of this document will be destroyed. Notwithstanding the foregoing, to the extent the contract documents include any bonds or other security, those bonds or other security will be maintained in their original form and not destroyed.

ARTICLE 2 OWNER RESPONSIBILITIES

2.1 GENERAL RESPONSIBILITIES

2.1.1 The term Owner includes the Owner's other authorized representative(s) as provided by the Owner in writing.

2.1.2 This Contract will be administered by the Owner's Chief Executive Officer or designee.

2.1.3 The Owner may designate a representative or representatives authorized to act on the Owner's behalf with respect to the Project. The representative(s) will be designated on a form signed by the Vice President of Planning and Development or above. The Owner or such authorized representative will render decisions in a timely manner pertaining to documents submitted by the Design-Builder in order to avoid unreasonable delay in the orderly and sequential progress of the Design-Builder's services. The Owner may obtain an independent review of the documents by a separate architect, engineer, design-builder, cost estimator, or other consultant(s) under contract to or employed by the Owner. Such

independent review will be undertaken in a timely manner so as to not unreasonably delay the orderly progress of the Design-Builder's services.

- 2.1.4 The Owner may appoint an on-site Project representative to observe and inspect the Work and to have such other responsibilities as the Owner may authorize. If the Owner has actual knowledge of a fault or defect in the Work or non-conformity with the Contract Documents, the Owner will give prompt written notice to the Design-Builder. Such observations and inspections by the Owner will not relieve the Design-Builder of its obligations to the Owner; the Design-Builder's obligations are non-delegable.
- 2.1.5 The Owner will cooperate with the Design-Builder in securing the building and other permits, licenses, and inspections. The Design-Builder is ultimately responsible for securing all permits, licenses, and inspections. All fees for such permits, licenses and inspections are at no additional cost to the Owner.
- 2.1.6 Upon written request by the Design-Builder, to the extent known to and in the possession of the Owner, the Owner will provide copies of the results and reports of prior tests, inspections, or investigations conducted for the Project involving: structural or mechanical systems; chemical, air and water pollution; geotechnical information, hazardous materials; or other environmental and subsurface conditions. Upon written request by the Design Builder, the Owner will disclose information actually known to the Owner regarding the presence of pollutants at the Project Site(s). In regard to the two previous sentences, the Owner does not warrant the accuracy or completeness of any such results, reports, or information and accepts no responsibility for them and the Design-Builder will be solely responsible for all assumptions made in reliance thereupon. The results, reports, and information requested under this Paragraph by the Design-Builder will be furnished at the Owner's expense and they are not part of the Contract Documents.
- 2.1.7 Reserved
- 2.1.8 The Owner will endeavor to communicate with persons or entities employed or retained by the Design-Builder through the Design-Builder unless otherwise authorized by the Design-Builder or in the event of an emergency requiring immediate action.
- 2.1.9 If the Design-Builder fails to correct Work which is not in accordance with the requirements of the Contract Documents as required by Article 9 or persistently fails to carry out Work in accordance with the Contract Documents, the Owner may, in writing, order the Design-Builder 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 Design-Builder or any other person or entity. Nothing in this paragraph limits the Owner's other rights and remedies including, but not limited to, the right to terminate the Contract.

2.2 ADMINISTRATION OF THE CONTRACT

- 2.2.1 At all times the Design-Builder will provide the Owner with full and adequate access to the Work, whether on or off site, so that the Owner can 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 Owner will not be required to make exhaustive or continuous on-site inspections as to the quality or quantity of the Work. The Design-Builder will provide the Owner's personnel training and use of equipment on site to facilitate inspections.
- 2.2.2 The Owner will not have control over, be in charge of, or be responsible for coordination, construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Design-Builder's responsibility. In the event the Owner implements an Owner Controlled Insurance Program (OCIP) on this Project, the Owner may implement a safety program that the Design-Builder will follow and coordinate.
- 2.2.3 The Owner will not be responsible for the Design-Builder's failure to carry out the Work in accordance with the Contract Documents. The Owner will not have control over, be in charge of, or be responsible for acts or omissions of the Design-Builder, the Design-Builder's licensed design professionals, consultants, Subcontractors, material and equipment suppliers, or any of their agents or employees, or of any other persons performing portions of the Work.
- 2.2.4 The Owner will have the authority to reject Work which does not conform to the Contract Documents. Whenever the Owner considers it necessary or advisable for implementation of the intent of the Contract Documents, the Owner will have the authority to require additional inspection or testing of the Work in accordance with Article 18, whether or not such Work is fabricated, installed, or completed. If the inspection or testing determines the Work is non-conforming, the Design-Builder shall be responsible for such inspection or testing expense. However, neither this authority of the Owner 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 to the Design-Builder, the Design-Builder's licensed design professionals, consultants, Subcontractors, material and equipment suppliers,

their agents or employees, or other persons performing portions of the Work (of any tier).

- 2.2.5 The Design-Builder will submit draft Change Orders and Work Orders to the Owner for consideration. The Owner will prepare Change Orders and Work Orders as provided in Article 8.
- 2.2.6 Upon request by the Design-Builder, the Owner will conduct inspections to determine the date(s) of Substantial Completion and the date of Final Completion and Acceptance. The Design-Builder will submit to the Owner for review written warranties, electronic data, and other documents required by this Contract. The Owner may issue a final Certificate for Payment upon compliance with the requirements of the Contract Documents.
- 2.2.7 Interpretations and decisions of 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.

ARTICLE 3 DESIGN-BUILDER'S SERVICES AND RESPONSIBILITIES

3.1 GENERAL SERVICES

- 3.1.1 The Design-Builder will furnish services of all architectural design and all engineering related to civil, structural, mechanical, plumbing, fire protection, electrical, electronic and information technology systems, and including land surveyors, geotechnical engineers, and other consultants for subsoil, air and water conditions, or any other services in addition to those provided under the Part 1 Contract when such services are deemed necessary by the Design-Builder to properly carry out the design services required by this Contract.
- 3.1.2 The design and construction services that the Design-Builder will provide to the Owner under this Contract will be as follows, and in general accordance with the Owner's Request for Qualifications, dated October 12, 2022, entitled "Request for Qualifications for Airside D Development Program at Tampa International Airport", which is incorporated by reference herein to the extent they are not in conflict with this Contract, and the Design-Builder's GMP Proposal dated November 22, 2024, entitled "Enabling Work (GMP 01) Submission Tampa International Airport Airside D Development Program & Westside Checked Baggage Screening System Relocation and Upgrades", which is incorporated by reference and attached hereto as Attachment 1.

- 3.1.3 The Design-Builder designates Drew Krizman, whose business address is 6557 Hazeltine National Dr., Suite One, Orlando, FL 32822, to serve as the Project Director. The Project Director will be authorized and responsible to act on behalf of the Design-Builder with respect to directing, coordinating, and administering all aspects of the Work to be provided and performed under this Contract. The Design-Builder designates Drew Krizman, whose title is Project Director, whose business address is 6557 Hazeltine National Dr., Suite One, Orlando, FL 32822, and who will have full authority to bind and obligate the Design-Builder on all matters arising out of or relating to this Contract. The Design-Builder agrees that the Project Director will devote whatever time is required to satisfactorily manage the services to be provided and performed by the Design-Builder hereunder. Any replacement of the Project Director will be subject to the prior written approval and acceptance of the Owner.
- 3.1.4 The Design-Builder, as soon as practicable after execution by the Owner of this 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) that bid on and are proposed for each principal portion of the Work and their respective bid packages of the bids received with their bid tabulations. The Owner will promptly reply to the Design-Builder in writing stating whether or not the Owner, after due investigation, has reasonable objection to any such proposed person or entity. Failure of the Owner to reply within 10 days will constitute as notice of no reasonable objection. Upon receipt and approval, such writing by the Design-Builder, and any subsequent changes thereto, will be incorporated into the Contract Documents by reference.
- 3.1.5 Except to the extent otherwise expressly provided in the Contract Documents, the Design-Builder will provide, or cause to be provided, and will pay for, all design services, 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.
- 3.1.6 At all times, the Design-Builder will keep the Owner informed of the progress and quality of the Work and the Owner will have access to all records and components of the Work.
- 3.1.7 Any agreements between the Design-Builder and the persons or entities identified in this Contract and any subsequent modifications thereto will be in writing. These agreements, including financial arrangements with respect to this Project, will be promptly and fully disclosed to the Owner via pdf format. Though the contractual obligations of such professional persons or entities are undertaken and performed in the interest of the Design-Builder, it is expressly acknowledged and agreed by

the Design-Builder that the Owner will be identified as an intended third-party beneficiary of the agreements between the Design-Builder and the Designers and the Design-Builder and Subcontractors.

- 3.1.8 The Design-Builder will be responsible to the Owner for acts and/or omissions of the Design-Builder's employees, consultants, contractors, Subcontractors, sub-subcontractors, suppliers, material suppliers or agents of any tier or their respective employees, and other persons, including the licensed design professionals performing any portion of the Design-Builder's obligations under this Contract. Nothing herein shall waive or relieve any other individuals or entities who may have liability to the Owner.
- 3.1.9 The Design-Builder agrees that all documents relied upon in making or supporting its GMP Proposal Documents and subcontracts have been and will continue to be retained commencing from the date they were first prepared, assembled or received by the Design-Builder prior to the date this Contract is executed by the Owner and the Design-Builder will continue to preserve and update them during the course of the Work until five years after Substantial Completion. The Owner will have the right to inspect any and all such GMP Proposal Documents and subcontract documents and to verify that such GMP Proposal Documents and subcontract documents have been and are properly retained as required above commencing prior to the time this Contract is executed by the Owner, and at any time thereafter during the course of the Work, and until five years after Substantial Completion.
- 3.1.10 The Design-Builder may self-perform portions of the Work at the Owner's sole discretion. The Design-Builder shall submit a proposal for the self-performed work to the Owner no later than 24 hours prior to the deadline for Subcontractors. The Owner, in its sole discretion, will determine whether the Design-Builder's proposal provides the best value for the Owner. This determination is final. The Design-Builder shall perform all approved self-performed Work in accordance with the same terms and conditions as its subcontractors. The Design-Builder shall account for all self-performed Work in the same manner as all subcontractor costs. Such terms and conditions and manner of accounting will be approved by the Owner. The manner of accounting may be by lump sum, unit cost, actual cost or another manner of accounting as approved by the Owner. For purposes of this paragraph, a Related Party will be treated the same as the Design-Builder.
- 3.1.11 The Design-Builder is required to provide all information and supporting documentation required to enable the Owner to apply for and receive any applicable state or federal grants.

3.1.12 The Design-Builder will use the Owner's Project Management Information System (PMIS) as directed by the Owner.

3.2 USE OF ARTIFICIAL INTELLIGENCE (AI)

3.2.1 Artificial Intelligence (AI) Models means any machine learning, deep learning, or other automated systems that use algorithms to learn from and make predictions or decisions based on data.

3.2.2 The Owner's Project Information includes all data, drawings, specifications, reports, and any other information provided by the Owner or generated by the Owner or the Design-Builder in the course of the Work or Project.

3.2.3 Any use of AI including, but not limited to generative AI, via platforms, tools, and software must be consistent with the Owner's Policies, Standard Procedures, Rules and Regulations, and applicable laws.

3.2.4 To maintain the security of the Owner's data and IT systems, the Design-Builder is prohibited from accessing unapproved AI applications when using the Owner's Project Information. To avoid potential data leaks or security incidents, the Design-Builder is prohibited from inputting, uploading, or otherwise integrating any of the Owner's Project Information into AI without the prior written consent of the Owner following the Design-Builder's request for approval to use AI. Examples of uses that are prohibited unless the Owner grants prior written consent include but are not limited to: use of Owner's Project Information for design, planning, and on-site operations.

3.2.5 The Design-Builder acknowledges and agrees that any of the Owner's data obtained through the use of AI technology is the property of the Owner, and the Design-Builder shall not use such data for any purpose other than to provide the contracted services to the Owner. Specifically, the Design-Builder shall not use the Owner's data as training data for any AI models or algorithms that will be used by any third-party organization or individual outside of the Design-Builder, without the express written consent of the Owner. The Design-Builder shall take reasonable measures to ensure that the Owner's data is not inadvertently used as training data for any third-party AI models or algorithms, and shall promptly notify the Owner in the event of any unauthorized use or disclosure of the Owner's data.

3.2.6 Design-Builder's request for approval to use AI must be submitted in writing and contain the following:

3.2.6.1 The specific Owner's Project Information to be used.

- 3.2.6.2 The purpose and intended use of the AI.
- 3.2.6.3 The potential benefits and risks associated with using the AI.
- 3.2.6.4 The measures in place to ensure data security and confidentiality.
- 3.2.6.5 The mechanisms in place for ensuring compliance with Laws, including but not limited to data privacy and data protection laws.
- 3.2.6.6 A dataflow diagram that illustrates the flow of data within the project as well as detailed identification of data sources, data stores, data processing, networks, and AI utilized.
- 3.2.7 The Owner shall have sole and absolute discretion to approve or deny the use of AI for any aspect of the Project or the Work.
- 3.2.8 To maintain the confidentiality of the Owner's data, Design-Builder must only share information with approved personnel and must not input Sensitive Security Information (SSI) into AI systems. The Design-Builder should not input the Owner's intellectual property into non-approved generative AI applications or enter Personally Identifiable Information (PII) for the Owner's employees or Owner's customers into any non-approved AI application. The Design-Builder should contact the Owner's Vice President of Planning and Development if it is unsure whether it should input certain information.
- 3.2.9 The Design-Builder must implement robust security measures to protect the Owner's Project Information from unauthorized access, use or disclosure. This includes but is not limited to: Encryption of data in both transit and at rest; access controls limiting data access to authorized personnel only; regular security audits and assessments.
- 3.2.10 To maintain transparency and protect the Owner from claims against copyright infringement and/or theft of intellectual property, all AI generated content must be cited and reviewed when used for the Owner's purposes. At a minimum, a footnote stating "This content generated with the assistance of AI" should exist on any document or work product created with the assistance of AI. The Design-Builder should clearly attribute any output to the AI application that created the output through a footnote or other means visible to any reader or user. The Design-Builder should also maintain a record of AI use that can be shared with the Owner's authorized personnel upon request. The Design-Builder will provide the Owner with regular reports detailing any use of AI involving the Owner's Project Information including any incidents of unauthorized access or breaches. The

Design-Builder must be able to demonstrate that AI has controlled bias and third party infringement mitigation in place.

- 3.2.11 To protect the Owner, the Design-Builder must use AI pursuant to the Owner's Standard Procedures and Policies, including the Owner's Standard Procedure S150.01, Standards of Ethical Conduct, as well as Standard Procedure S602.01, Discrimination, Harassment, Retaliation and Bullying.
- 3.2.12 The Design-Builder should not use AI applications to create text, audio, or visual content for purposes of committing fraud or misrepresenting an individual's identity.
- 3.2.13 The Design-Builder is fully liable for any damages which arise from the unauthorized use of AI.
- 3.2.14 Upon Final Completion or termination of the Contract, the Design-Builder agrees to return all of the Owner's Project Information to the Owner and securely destroy any copies in its possession, including those stored in any AI or other databases.

3.3 DESIGN PROFESSIONAL SERVICES

- 3.3.1 All design services required by this Contract will be performed by appropriately licensed architects, engineers, and other licensed design professionals (Designer(s)) in accordance with the standard of professional skill and care required for a project of similar size, location, scope, and complexity. The contractual obligations of such professional persons or entities are undertaken and performed in the interest of the Design-Builder and the Owner.
- 3.3.2 The Design-Builder will submit, at a minimum, the 90% and 100% Project Documents for review, comment, and approval by the Owner. Project Documents will consist of all Drawings, Specifications, electronic data, and other documents sufficient to establish the size, quality, and character of the Project, its architectural, civil, structural, mechanical, and electrical systems, materials, and such other elements of the Project as may be appropriate and will:
 - 3.3.2.1 Be consistent with the intent of the Design-Builder's GMP Proposal Documents;
 - 3.3.2.2 Provide information for the use of those in the building trades;
 - 3.3.2.3 Include documents customarily required for regulatory agency approvals; and

3.3.2.4 Be consistent with the intent of the current version Owner's Design Criteria Manual.

Any deviations from the Owner's Design Criteria Manual must be separately highlighted and disclosed by the Design-Builder and approved in writing by the Owner with each applicable submittal. The Owner's approval of Project Documents does not relieve or release the Design-Builder of any of its responsibilities or liability for the Project Documents.

- 3.3.3 Prior to starting the Work and at frequent intervals during the progress thereof, the Design-Builder will carefully study and compare the Contract Documents with each other and with the information furnished by the Owner and will at once report, in writing, to the Owner any error, inconsistency, or omission the Design-Builder may discover. Any necessary change will be accomplished as provided in Article 8.
- 3.3.4 The Design-Builder will take field measurements and verify field conditions and will carefully compare such field measurements, field conditions, and other information known to the Design-Builder with the Contract Documents before commencing activities. Errors, inconsistencies, or omissions discovered will be reported, via the PMIS, to the Owner at once.
- 3.3.5 The Design-Builder will give the Owner timely written notice of all additional information or instructions required from the Owner to define the Work in greater detail or to permit the proper progress of the Work.
- 3.3.6 If the Design-Builder proceeds with the Work without any notice to the Owner required by this Article, having discovered such errors, inconsistencies, or omissions, or if by the reasonable study of the Contract Documents, the Design-Builder could have discovered such, the Design-Builder will bear all increased or additional costs arising therefrom at no cost to the Owner.
- 3.3.7 In the event that the Design-Builder seeks to change the staffing of the Project Manager(s) or Superintendent(s), the Design-Builder shall provide written notice no later than 30 days prior to the proposed staffing change with the proposed change, detailed resume and work history for the proposed replacement, the reasoning for the proposed change and a detailed transition plan. The Owner shall approve or disapprove the proposed change within 10 days following the date of receipt of the Design-Builder's notice. Such approval shall not be unreasonably withheld. The Owner reserves the right to declare the Design-Builder in breach if it fails to use proposed or approved staffing.

3.4 CONSTRUCTION PHASE SERVICES

- 3.4.1 The Design-Builder will not proceed with any Work not clearly and consistently defined in detail in the Contract Documents. If the Design-Builder proceeds with such Work, the Design-Builder will correct Work incorrectly done at the Design-Builder's own expense and at no cost to the Owner.
- 3.4.2 The Design-Builder will be responsible for correcting Work which does not conform to the Contract Documents so that it conforms with the Contract Documents at no cost to the Owner. No additional payment will include costs of Work associated with Work required to be redone as a result of non-conformance with the Contract Documents.
- 3.4.3 The Design-Builder warrants that the materials and equipment furnished under this Contract will be merchantable, 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. If required by the Owner, the Design-Builder shall furnish satisfactory evidence as to the kind and quality of materials and equipment. The Owner reserves the right to reject any materials that are damaged and/or not in new condition.
- 3.4.4 The Design-Builder will keep the Project site free from the accumulation of waste materials or rubbish caused by the Design-Builder's operations on a daily basis. The Design-Builder will keep areas used by the public or exposed to public view in such a state of cleanliness so as not to reflect unfavorably upon the Owner. The Design-Builder will keep areas near aircraft operations free from materials which could possibly be ingested into aircraft engines, or which could cause damage by being blown by aircraft engine blast effects. If the Design-Builder fails to clean-up, the Owner may do so and the cost thereof will be withheld from the Design-Builder. Refer to Division 1 Section 01110 - AIRPORT PROJECT PROCEDURES, Item 1.07 DAILY CLEAN-UP AND TRASH REMOVAL for additional requirements.
- 3.4.5 The Design-Builder will maintain at the Project site one current copy of the Project Manual. The Project Manual is defined as the current working set of all Project Documents as well as all Drawings, Specifications, Product Data, electronic data, Samples, Shop Drawings, Change Orders, and other Modifications, in good order and regularly updated to record the completed construction. The Design-Builder will make the Project Manual and such other record documents available for inspection by the Owner. If approved by the Owner, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records, documents, and electronic data. If the Design-Builder fails to

make the records, documents, and electronic data available, the Owner may, after written notice to the Design-Builder, take such action as may be necessary including the withholding of any further payment. Furthermore, failure to make such records, documents, and electronic data available may be grounds for termination pursuant to Article 19.

- 3.4.6 The Owner intends to implement a building information modeling (“BIM”) approach to the design and construction of the Project. The Design-Builder agrees to cooperate with the Owner in the implementation of that BIM approach and to comply with the protocols, processes and technologies established by the Owner to fully utilize such an approach (as they may be modified by the Owner from time to time), including without limitation the BIM parameters, standards and technological requirements. At a minimum, the Design-Builder agrees, unless directed in writing by the Owner otherwise, (1) the design will be developed in a digital representation of the physical and functional characteristics of the Project (the “Model”), (2) constructability, cost and schedule information will be incorporated through the Model, (3) conflict resolution will occur through the Model, (4) shop drawings will be incorporated through the Model, and (5) Model will be kept current to reflect as-built conditions.
- 3.4.7 The Design-Builder shall provide a copy of its daily field reports to the Owner no later than two business days. The Design-Builder’s daily field reports shall include the Subcontractors and others on site; manpower of each subcontractor and others on site; equipment on site; the Design-Builder’s staffing on site; weather; construction activities and other information as required by the Owner. Daily reports must make clear distinctions between construction activities performed for base scope, change orders, disputed work, or potential insurance claims.
- 3.4.8 The Design-Builder will submit all record documents in accordance with General Requirements Section 01700 – PROJECT CLOSEOUT.
- 3.4.9 The Design-Builder will provide coordination of the Work with construction performed by the Owner’s own forces or separate contractors employed by the Owner and coordination of services required in connection with construction performed and equipment supplied by the Owner. This will include an Owner-approved coordinated phasing plan that will minimize the Owner’s impacts. This phasing plan will be updated monthly and submitted with the pay application.
- 3.4.10 The Design-Builder will supervise, direct, and inspect the Work, using the Design-Builder’s best skill and attention. The Design-Builder will be solely responsible for and have control over construction means, methods, techniques, sequences, safety, quality control, and procedures and for coordinating all portions of the

Work under this Contract. All Work by the Design-Builder will be performed in a manner satisfactory to the Owner.

- 3.4.11 The Design-Builder will be responsible for inspection of all portions of Work performed under this Contract to determine that such portions are in proper condition to be put to the intended use or receive subsequent work of others.
- 3.4.12 The Design-Builder will enforce strict discipline and good order among the Design-Builder's employees and other persons carrying out this Contract. The Design-Builder will not permit the employment of unfit persons or persons not skilled in tasks assigned to them.
- 3.4.13 The Design-Builder will employ a competent Project management team (Team) acceptable to the Owner, consisting of at least one Project Manager, Superintendent(s) and other representatives, as necessary, 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. The Team will represent the Design-Builder and communications given to the Team will be as binding as if given to the Design-Builder. It is agreed and understood that if a Team member is found to be unsatisfactory to the Owner for whatever reason, the Design-Builder will replace that member of the Team with another qualified representative within 14 calendar days without increase to the GMP.
- 3.4.14 Should the Owner find any person(s) employed on the Project by the Design-Builder or by anyone for whom the Design-Builder is responsible to be incompetent, unfit, or otherwise objectionable, the Design-Builder will immediately cause the employee to be removed from the Project at no additional cost to the Owner and said employee will not be re-employed on this Project without written consent of the Owner.

3.5 LEGAL REQUIREMENTS

- 3.5.1 The Design-Builder will pay all sales, consumer, use and similar taxes which had been legally enacted at the time this Contract was executed by the Owner and will secure and pay for building and other permits and governmental fees, licenses and inspections necessary for the proper execution and completion of the Work which are either customarily secured by a contractor or design-builder or otherwise were legally required at the time this Contract was executed by the Owner.
- 3.5.2 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 39-00-143184-53C. Work performed by all Subcontractors for the Design-Builder and supplies provided to all Subcontractors or The Design-Builder are not exempt from state sales tax.

- 3.5.3 The Design-Builder will comply fully with all Laws. Any projects with FDOT funding require the Design-Builder to comply with all applicable provisions of the FDOT Public Transportation Grant Agreement. Any projects with Federal funding require the Design-Builder to comply with all applicable provisions of the Federal Grant Agreement and AIP contract provisions. The Design-Builder will comply fully with HCAA's Design Criteria Manual. The Design-Builder is required to provide all information and supporting documentation required to enable the Owner to receive or comply with any applicable state or federal grants.

The Design-Builder will obtain all necessary permits, pay all required charges, fees and taxes, and otherwise perform these services in a legal manner. If any construction occurs on FDOT right of way, the Design-Builder shall comply with all FDOT requirements in the FDOT Public Transportation Grant Agreement and exhibits.

If the Design-Builder believes or is advised by a Designer to perform Work on the Project that implementation of which would cause a violation of any applicable Law, the Design-Builder must promptly notify the Owner in writing. Neither the Design-Builder nor the Designer will be obligated to perform any act which violates any applicable Law.

3.5.3.1 The Design-Builder will give all notices necessary for the lawful prosecution of the Work so as not to delay the completion of the Work.

- 3.5.4 The Design-Builder will obtain permission and pay any applicable royalties and license fees for patents, copyrights, and trademarks in anyway involved in the Work.

3.5.4.1 If the Design-Builder has reason to believe the use of a required design, process or product is an infringement, the Design-Builder will be responsible for such loss unless such information is promptly furnished to the Owner prior to its use and the Owner expressly directs the Design-Builder to use it anyway.

- 3.5.5 It is the Design-Builder's responsibility that the Project Documents are in accordance and compliance with all applicable Laws. If the Design-Builder observes that portions of the Project Documents are at variance therewith, the

Design-Builder will promptly notify the Owner in writing and any necessary changes will be accomplished by Design-Builder.

- 3.5.6 If the Design-Builder performs Work contrary to any Laws or the Owner's Design Criteria, then the Design-Builder will assume full responsibility for such Work at no cost to the Owner.
- 3.5.7 The Design-Builder will keep fully informed of all Laws which in any manner affect those engaged or employed on the Work, or which in any way affect the conduct of the Work.

The Design-Builder will at all times observe and comply with all Laws.

3.6 GOVERNMENT APPROVALS AND PERMITS

- 3.6.1 The Design-Builder, with the cooperation of the Owner, will file all documents required to obtain necessary permits and approvals of governmental authorities having jurisdiction over the Project.
- 3.6.2 The Design-Builder will obtain and pay for all license and permits, all fees and charges for connection to outside services and parking for Contractor's vehicles; abide by FAA, TSA, and the Owner's safety and security regulations and procedures relative to access to, and work in, the Airport Operations Areas and secured facilities; and comply with the requirements of Authorities Having Jurisdiction (AHJ).

3.7 ADDITIONAL SERVICES

- 3.7.1 The additional services described below are not included in the Work and will be paid for, if authorized in writing by the Owner, as provided in this Contract:
 - 3.7.1.1 Revisions to Drawings, Specifications and other documents or electronic data when such revisions are required by the enactment or revision of codes, laws or regulations subsequent to the issuance of applicable permits by appropriate governmental AHJ or the execution of this Contract, whichever is later;
 - 3.7.1.2 Consultation concerning replacement of Work damaged by fire or other casualty covered by Builder's Risk, OCIP or other insurance policy and furnishing of services required in connection with the replacement of such Work; or

3.7.1.3 Services in connection with a public hearing, arbitration proceeding, mediation, other alternative resolution proceeding or litigation, except where the Design-Builder is a party thereto.

3.8 WARRANTY

- 3.8.1 In addition to its general warranty obligations under Paragraph 3.4.3 and elsewhere in the Contract Documents, the Design-Builder warrants it will correct any defective Work or Work found not to be in compliance with the requirements of the Contract Documents, or applicable Laws for one year from the date of Substantial Completion. All defective Work or Work found not to be in compliance with the requirements of the Contract, or applicable Laws appearing within this one-year period will be promptly corrected by the Design-Builder at no cost to the Owner. Any Work corrected during this one-year period will be warranted for one year from the date of accepted correction. With respect to any portion of Work performed after Substantial Completion, the one-year correction period shall be extended by the period of time between Substantial Completion and the actual performance of the later Work.
- 3.8.2 The warranty provided under this Section 3.8 will be in addition to and not in limitation of any other warranty required by the Contract Documents or otherwise prescribed by law.
- 3.8.3 The Design-Builder will procure and deliver to the Owner, prior to Final Completion and Acceptance, all warranties required by the Contract Documents. Delivery by the Design-Builder will constitute the Design-Builder's guarantee to the Owner that the warranty will be performed in accordance with its terms and conditions. Refer to Division 1 Sections 01700 - PROJECT CLOSEOUT and 01740 - WARRANTIES for additional requirements.
- 3.8.4 The warranties set out herein are not in lieu of any other warranties, expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose.
- 3.8.5 If the Design-Builder fails to correct any defective Work or Work found not to be in compliance with the requirements of the Contract Documents, or applicable Laws within a reasonable time after receipt of written notice from the Owner, the Owner may correct it in accordance with the Owner's right to carry out the Work. If such case occurs prior to final payment, the Design-Builder agrees that the Owner shall deduct the cost of correcting such deficiencies from payments then or thereafter due to the Design-Builder. If payments then or thereafter due the Design-Builder are not sufficient, the Design-Builder agrees to 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 the Design-Builder.

- 3.8.6 If the Design-Builder's correction or removal of Defective Work causes damage to or destroys other completed or partially completed construction, the Design-Builder shall be responsible for the cost of correcting the destroyed or damaged construction.
- 3.8.7 Nothing contained in Section 3.8 shall be construed to establish a period of limitations with respect to other obligations the Design-Builder has under this Contract. Establishment of the one-year period for correction of Work as described in this Section relates only to the specific obligation of the Design-Builder 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 Design-Builder's liability with respect to the Design-Builder's obligations other than to specifically correct the Work.
- 3.8.8 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, 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 requires emergency correction, notify the Design-Builder. If the Design-Builder 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 Design-Builder shall complete the correction of Work within a mutually agreed time frame. If the Design-Builder does not elect to correct the Work, the Owner may have the Work corrected by itself or others and the Design-Builder shall pay the Owner for the reasonable costs of the correction no later than fourteen (14) days following its receipt of the invoice. The Owner shall provide Design-Builder an accounting of correction costs it incurs.
- 3.8.9 Design-Builder'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 Design-Builder's obligation to perform the Work in accordance with the Contract Documents: (1) observations by the Owner or the Owner's agents; (2) recommendations for payment made to the Owner or payment by the Owner (whether progress or final); (3) issuance of Certificates of Substantial or Final Completion; (4) use or occupancy of the Work or any part thereof by the Owner; (5) any review and approval of a Shop Drawing or sample submittal; (6) any

inspection, test or approval by others; or (7) any correction of defective Work by the Owner.

3.9 DESIGN-BUILDER'S DESIGN AND CONSTRUCTION SCHEDULES

- 3.9.1 The Design-Builder will be responsible for the planning, scheduling and coordination of all Work performed under the Contract Documents and the entire Project as a whole so that materials will arrive on schedule and Work will proceed without delay.
- 3.9.2 The Design-Builder will submit preliminary and baseline design and construction schedules for the Owner's review and approval in accordance with requirements specified under Division 1 Section 01315 - SCHEDULES, PHASING. These schedules will not exceed time limits set forth in the Contract Documents, will be revised at appropriate intervals as required by the conditions of the Work and Project (but not less frequently than monthly), will be related to the entire Project to the extent required by the Contract Documents and will provide for expeditious and practicable execution of the Work. These schedules and any subsequent changes thereto, as approved by the Owner, will be incorporated into the Contract Documents by reference.
- 3.9.3 The Design-Builder will prepare and keep current, for the Owner's approval, a schedule of submittals which is coordinated with the Design-Builder's design and construction schedule and allows the Owner reasonable time to review submittals.
- 3.9.4 The Design-Builder will conform to the most recent approved schedules.

3.10 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

- 3.10.1 Shop Drawings are drawings, diagrams, calculations, models, schedules, and other data (including electronic data) specially prepared for the Work by the Design-Builder or a subcontractor, sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.
- 3.10.2 Product Data are illustrations, standard schedules, descriptions, performance charts, manuals, instructions, brochures, diagrams, and other information furnished by the Design-Builder to illustrate materials or equipment for some portion of the Work.
- 3.10.3 Samples are physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

- 3.10.4 Shop Drawings, Product Data, Samples and similar submittals are not Project Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required the way the Design-Builder proposes to conform to the information given and the design concept expressed in the Contract Documents.
- 3.10.5 After the Design-Builder's review and approval, stamped copies of all Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents will be submitted to the Owner for comments and review within the Owner's PMIS. This documentation will be submitted with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of its separate design-builders. The review of the submittals by the Owner will not constitute any release or discharge of the Design-Builder's sole liability and responsibility for all such submittals.
- 3.10.6 The Design-Builder will not perform any 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-Builder's Designer and reviewed by the Owner. Such Work will be in accordance with approved submittals.
- 3.10.7 By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Design-Builder thereby represents to the Owner that the Design-Builder has determined and verified that all dimensions, quantities, field dimensions, relationship to existing work, coordination with work to be installed later, and coordination with information on previously accepted Shop Drawings, Product Data, Samples, or similar submittals are in compliance with all the requirements of the Contract Documents. The accuracy and coordination of such information is the responsibility of the Design-Builder. In reviewing Shop Drawings, Product Data, Samples and similar submittals, the Owner will be entitled to rely upon the Design-Builder's representation that such information is correct and accurate.
- 3.10.8 The Design-Builder is not authorized to deviate from requirements of the Contract Documents unless the Design-Builder has specifically informed the Owner and the Design-Builder's Designer in writing of such deviation at the time of submittal and both the Owner and the Design-Builder's Designer have given written approval to the specific deviation. Even if the deviation is authorized as provided above, the Design-Builder will not be relieved of its responsibility for any errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals.

- 3.10.9 The Design-Builder will keep one clean copy of each submittal brochure/documentation, Product, Data, and each Shop Drawing, bearing the Design-Builder's Designer's review stamp and all review comments, including the Owner's, at the Project site.
- 3.10.10 The Design-Builder will ensure that all products, materials, Shop Drawings, Product Data, Samples and other submittals comply with the Contract Documents in every respect.
- 3.10.11 The Design-Builder will coordinate all products, materials, Shop Drawings, Product Data, Samples and other submittals with any other design-builders or contractors working in direct relation to the Work.
- 3.10.12 The Design-Builder warrants that any substitutions, variations, deviations or modifications to any products or materials and any substitutions, variation, deviations or modifications depicted in any Shop Drawings, Product Data, Samples or other submittals will work in coordination and harmony and will serve the intended purpose.
- 3.10.13 The Design-Builder will be responsible for determining that all materials furnished for the Work meet all requirements of the Contract Documents. The Owner may require the Design-Builder to produce reasonable evidence that a material meets such requirements, such as certified reports of past tests by qualified testing laboratories, reports of studies by qualified experts, or other evidence, which, in the opinion of the Owner, would lead to a reasonable certainty that any material used, or proposed to be used, in the Work meets the requirements of the Contract Documents. All such data will be furnished at no additional cost to the Owner. This provision will not require the Design-Builder to pay for periodic testing of different batches of the same material, unless such testing is specifically required by the Contract Documents at no additional cost to the Owner.
- 3.10.14 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 Design-Builder will furnish the product of the named manufacturer(s) without substitution, unless a written request for a substitution has been submitted by the Design-Builder and approved by the Owner as provided in Article 3.10. Refer to Division 1 Section 01605 - PRODUCTS AND SUBSTITUTIONS for additional requirements.
- 3.10.15 If the Design-Builder proposes to use a material which, while suitable for the intended use, deviates in any way from the detailed requirements of the

Contract Documents or Owner's Design Criteria Manual, the Design-Builder will inform the Owner in writing of the nature of such deviations at the time the material is submitted for approval and will request written approval of the deviation from the requirements of the Contract Documents.

- 3.10.16 In requesting approval of deviations or substitutions, the Design-Builder will provide 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 sole discretion of the Owner, the evidence presented by the Design-Builder does not provide a sufficient basis for such certainty, the Owner may reject such substitution or deviation without further investigation.
- 3.10.17 Any additional cost, or any loss or damage arising from the substitute of any material or any method from those originally specified, will be at no cost to the Owner., notwithstanding approval or acceptance of such substitution by the Owner, unless such substitution was made at the written request or written direction of the Owner. Design-Builder waives its rights to claim Economic Waste or Betterment for any substituted material or method subsequently discovered.
- 3.10.18 Refer to Division 1 Section 01340 - SHOP DRAWINGS, PRODUCT DATA AND SAMPLES for additional requirements.

3.11 USE OF SITE

- 3.11.1 Design-Builder will be responsible for coordination with the Owner for site access. The right of possession of the Project site and the improvements made thereon by the Design-Builder will remain at all times with the Owner. The Design-Builder's right to entry and use thereof arises solely from the permission granted by the Owner under the Contract Documents. The Owner reserves the right to direct the Design-Builder with respect to the security of the site and access points.
- 3.11.2 The Design-Builder will confine the Design-Builder's apparatus, the storage of materials and the operations of the Design-Builder's workers to areas permitted by Law, the Contract Documents and permits and/or directions of the Owner and will not unreasonably encumber the Project site with the Design-Builder's materials. The Owner will not be liable to the Design-Builder, the Design-Builder's Designer(s), consultants, Subcontractors of any tier, their employees or anyone else with respect to the conditions of the Project site.
- 3.11.3 Material will be arranged and maintained in an orderly manner with the unencumbered use of walks, drives, roads and entrances. The Design-Builder will store, place and handle material and equipment delivered to the Project site so as

to preclude inclusion of foreign substances or causing of discoloration or deterioration. The Design-Builder will pile materials neatly and compactly, barricade all storage and work areas from public view and shield them to protect the public from injury and protect materials as required to prevent damage from weather or ground. Should it be necessary to move material, sheds, or storage platforms due to improper storage or improper location, the Design-Builder will move them as and when required at no cost to the Owner. Should it be necessary to move material, sheds, or storage platforms for Owner's convenience at any time, the Design-Builder will move them as and when required. If the Design-Builder deems that the movement of materials, sheds or storage platforms warrant an increase to the GMP contract sum or contract time, the Design-Builder will follow the claims process in Article 10.

3.11.4 The Owner assumes no responsibility for materials stored off-site or on the Project site. The Design-Builder will assume full responsibility for damage due to storing of materials. Restoring of areas used for placing of sheds, offices and storage of materials will be performed by the Design-Builder.

3.11.5 The Design-Builder shall obtain approval from the Owner prior to beginning any of the Work in any areas of the Airport. No operating runway, taxiway, or air operations area (AOA) shall be crossed, entered, or obstructed while it is operational. The Design-Builder shall plan and coordinate Work in accordance with the approved Construction Safety and Phasing Plan (CSPP) and Safety Plan Compliance Document (SPCD).

3.12 CUTTING AND PATCHING

3.12.1 The Design-Builder will be responsible for all cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

3.12.2 The Design-Builder will not damage or endanger a portion of the Work on fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Design-Builder will not cut or otherwise alter such construction by the Owner or a separate contractor except with prior written consent of the Owner and such separate contractor. Such consent will not be unreasonably withheld. The Design-Builder will not unreasonably withhold from the Owner or a separate contractor the Design-Builder's consent to cutting or otherwise altering the Work.

3.12.3 Refer to Division 1 Section 01045 - CUTTING AND PATCHING for additional requirements.

3.13 MOBILIZATION

3.13.1 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, building permit costs, and for the establishment of temporary offices, building facilities, utilities, safety equipment and first aid supplies, sanitary and other facilities, as required by these Contract Documents and Laws. 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.

3.14 OWNER'S IT INFRASTRUCTURE

3.14.1 Information Technology (IT) Infrastructure refers to the hardware, software, networks, data centers, and facilities that support the delivery of IT services and enable the operation of an organization's information systems.

3.14.1.1 Background Check Requirement: The Design-Builder agrees to conduct background checks, as set out below, on all employees, contractors, and subcontractors who will have access to the Owner's IT infrastructure, whether directly or remotely. These background checks must be completed prior to granting such access and must be updated annually thereafter.

3.14.1.2 Scope of Background Checks: The background checks must include, at a minimum:

3.14.1.2.1 Verification of identity

3.14.1.2.2 Criminal history checks using the guidelines required in Airport

3.14.1.2.3 Security 49 CFR 1542

3.14.1.2.4 Employment history verification

3.14.1.2.5 Education and qualification verification

3.14.1.3 Certification of Compliance: The Design-Builder shall provide the Owner a written certification on an annual basis, signed by Design-Builder's Project Director, verifying compliance with the background check requirements outlined in this Contract. The certification must confirm that all Design-Builder employees, contractors and subcontractors with access to the Owner's IT Infrastructure have passed the background checks and do not have any disqualifying offenses, as stated in Airport Security 49 CFR 1542.

3.14.1.4 Right to Audit: The Owner reserves the right to audit the Design-Builder's background check processes and records to ensure compliance with this Contract. Such audits may be conducted upon reasonable notice and during the Owner's business hours.

3.14.1.5 Immediate Termination: The Owner reserves the right to immediately terminate access to the Owner's IT Infrastructure for any Design-Builder employees, contractors and subcontractors who are found to have disqualifying offenses as stated in Airport Security 49 CFR 1542, or if the Design-Builder fails to comply with these background check requirements.

ARTICLE 4 PAYMENTS

- 4.1 The schedule of values will be approved by the Owner prior to the Design-Builder submitting the initial and subsequent application for payments. The schedule of values and any subsequent changes thereto will be incorporated into the Contract Documents by reference.
- 4.2 Refer to Division 1 Section 01370 – SCHEDULE OF VALUES for additional information.
- 4.3 The schedule of values will be prepared in such a form and supported by such data to substantiate its accuracy in reflecting the breakdown for administrative and payment purposes as the Owner may require and will be revised later if found by the Owner to be inaccurate. The schedule of values will be further arranged to conform to the Construction Specifications Institute (CSI) Standard Format for Divisions and Sections with overhead and profit on separate lines. If the Contract involves multiple projects, phases, or airports, then project, phase and airport sub-totals will be required. The schedule of values must be sent electronically in Excel format along with the application for payment.
- 4.4 The cost of General Conditions as detailed in the Design-Builder's GMP Proposal will be paid monthly based on actual Cost of the Work or agreed upon labor rates incurred as part of the Design-Builder's application for payment. Retainage will not be withheld for General Conditions, General Requirements, Payment & Performance Bonds, Construction Administration Services and Fee.
- 4.5 The application for payment, in a format satisfactory to the Owner, will constitute a representation by the Design-Builder to the Owner that the design and construction have progressed to the point indicated; the quality of the Work covered by the application is in accordance with the Contract Documents; and the Design-Builder is entitled to payment in the amount requested.

- 4.6 The administrative actions and submittals which will be a condition precedent to payment of the Design-Builder's initial application for payment will include but not be limited to:
- 4.6.1 Listing of Subcontractors, principal suppliers and fabricators;
 - 4.6.2 Schedule of Values (electronic in Excel format with submission);
 - 4.6.3 Initial Critical Path Method (CPM) (or Gantt Chart) Design and Construction Schedule, in the format required by the Contract Documents;
 - 4.6.4 Schedule of submittals including testing and inspections;
 - 4.6.5 The Owner's DBE form;
 - 4.6.6 Stored Material spreadsheet (electronically in Excel format with submission and verification form);
 - 4.6.7 Fully executed subcontractor contracts electronically by pdf, with copies of subcontractor licenses as appropriate;
 - 4.6.8 Reserved
 - 4.6.9 A detailed payroll report showing each of the Design-Builder's employees including burdens and breakdowns satisfactory to the Owner and, upon request by the Owner, timesheets;
 - 4.6.10 E-Verify compliance plans for the Design-Builder 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;
 - 4.6.11 E-Verify Certifications for Subcontractors. Subsequent applications for payment will include E-Verify Certifications for Subcontractors not included with the initial application for payment;
 - 4.6.12 E-Verify Form PD94 will be provided monthly and will either indicate no new employees were hired by the Design-Builder or Subcontractors or will list any new employees hired by the Design-Builder or Subcontractors since the start of the Contract Term. Subsequent applications for payment will include E-Verify Form PD94 indicating no new employees were hired by the Design-Builder or Subcontractors or will list any new employees hired by the Design-Builder or Subcontractors not included with the initial application for payment. If new employees are listed, the E-Verify Case Verification, or other equivalent supporting documentation, will be provided with Form PD94.

- 4.7 The Design-Builder will submit an application for payment to the Owner as a condition to receiving any monthly payment. Submission detail will be organized by order using required standard section dividers identifying the supporting information.
- 4.8 For performance of this Contract, the Owner will make payments in U.S. Dollars to the Design-Builder in accordance with the schedule of values approved by the Owner, which will be based on the GMP Contract Sum amount contained in Paragraph 21.2.1.
- 4.9 With the exception of the month of September, all applications for payment will be submitted to the Authority on the third of each month. In the event that the third of the month falls on a Saturday, Sunday or holiday, applications for payment are due the prior business day. Applications for payment submitted prior to the third of each month may be rejected and returned. Payment will be made by the 25th of the month. If the twenty-fifth of the month falls on a Saturday or Sunday or holiday, payments are made the first business day following the twenty-fifth of that month. Due to the end of fiscal year financial closeout, September applications for payment will be submitted by September 15th, and in the event that the 15th falls on a Saturday, Sunday or holiday, applications for payment are due the prior business day and subsequent payments will be made the second Thursday of October. The Owner requires the Design-Builder to have a pencil copy review and approval of all applications for payment with the Owner's Construction Project Manager prior to submittal.
- 4.10 The Design-Builder will submit to the Owner, via the Owner's PMIS, an electronic copy of a sworn executed and notarized original and an electronic copy of an itemized application for payment prepared on a form given by the Owner at the pre-construction meeting and based on the agreed schedule of values, supported by such data substantiating the Design-Builder's right to payment as the Owner may require and reflecting retainage for all Work performed through the last day of the previous 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 Design-Builder. Accompanying the application for payment shall be Lien Waivers (if applicable) and Waivers of Right to Claim against the Payment Bond for each subcontractor or vendor who has rights to claim against the Payment Bond for the Work covered by the application for payment. Incomplete applications for payment will be returned by the Owner without action. If deficiencies are found, a standard deficiency e-mail will be sent to the Design-Builder to resolve within one business day. If the deficiency is not resolved within that time, the application for payment may be returned at the sole discretion of the Owner. The original complete sworn, executed, and notarized application for payment with all attachments shall be retained by the Design-Builder for five years following Substantial Completion and delivered to the Owner upon request.

- 4.11 The Owner will make payment according to the Owner's standard payment procedures. The Design-Builder agrees to pay each subcontractor for satisfactory performance of its subcontract within 10 days after receipt of the Design-Builder's payment from the Owner. After the subcontractor's work is satisfactorily completed, the Design-Builder agrees further to release all retainage payments to each Subcontractor within 10 days after receipt of the Design-Builder's payment from the Owner. Any delay or postponement of payment from the above-referenced time frames 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 non-W/MBE Subcontractors.
- 4.12 Each application for payment will include the Design-Builder's signed statement certifying previous payments. 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. Payment will be made only for Work in place with the exception of stored materials as defined in this Contract. All such payments will be commensurate with the actual progress of the Work. Payments will not be made for any Work which cannot be so substantiated. Payments may be made for deposits upon prior written approval by the Owner. Payments will not be made for Work or expense that is older than 90 days before the submission date unless approved in writing by the Owner.
- 4.13 Each application for payment will be based upon the most recent updated schedule of values approved by the Owner in accordance with the Contract Documents. The schedule of values will allocate the entire GMP among the various portions of the Work, except that the Design-Builder's Fee and other agreed upon items will be shown as separate line items. The schedule of values will be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. If the Contract involves multiple projects, phases, or airports, then project, phase and airport sub-totals will be required. This schedule of values, unless objected to by the Owner, will be used as a basis for reviewing the Design-Builder's application for payment. The schedule of values will include amounts of each fully executed Change Order approved by the Owner prior to the last day of the period of Work covered by the application for payment. The schedule of values must be sent electronically in Excel format along with the application for payment via the Owner's PMIS.
- 4.14 Applications for payment will show the percentage completion of each portion of the Work as of the end of the period covered by the application for payment. The percentage completion will be the percentage obtained by dividing (a) the expense which has actually been incurred by the Design-Builder on account of that portion of the Work for which the Design-Builder has made by (b) the share of the GMP Contract Sum allocated to that portion of the Work in the schedule of values. Applications for payment will not include costs of Work associated with Work required to be redone as a result of construction errors or defects.

4.15 The Design-Builder will submit with each application for payment an electronic copy of a detailed accounting of the value of Work performed to date by certified DBEs on the Owner's provided forms. The Owner will not make payment on an application for payment without the Design-Builder's submission of the detailed DBE accounting. If deficiencies are found, a standard deficiency e-mail will be sent to the Design-Builder to resolve within one business day. If the deficiency is not resolved within that time, the application for payment may be rejected in writing and such rejection will specify the deficiency and the action necessary to make the application for payment proper.

4.15.1 This accounting will include:

4.15.1.1 The names and addresses of DBE firms that have participated under this Contract;

4.15.1.2 A description of the work each named DBE firm has performed;

4.15.1.3 The value of work performed by each named DBE firm;

4.15.1.4 Addition or replacement of approved DBE firms; and

4.15.1.5 At 50% completion, a written plan of action properly reflecting anticipated DBE achievement of commitment.

4.16 The Design-Builder will submit with each application for payment a detailed accounting of the value of Work performed to date by its Subcontractors. The Owner will not make payment on an application for payment without the Design-Builder's submission of the detailed subcontractor accounting.

4.16.1 This accounting will include:

4.16.1.1 The names and addresses of its Subcontractors that have participated under this Contract;

4.16.1.2 A description of the Work each of its Subcontractors has performed;

4.16.1.3 The value of Work performed by each of its Subcontractors: and

4.16.1.4 Complete fully signed subcontractor contracts, subcontractor change orders with detailed cost back-up documentation and purchase orders all in electronic pdf format.

4.16.1.5 Submission detail will be organized by order using required standard section dividers identifying the supporting information.

- 4.16.1.6 Equipment purchased for and paid by the Owner with a value of \$100 or greater must be identified. Equipment with a value of \$5,000 or greater must be separately identified so the Owner can attach an asset tag to that equipment. A detail listing in Excel format must be submitted 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.
- 4.17 Subject to other provisions of the Contract Documents, the amount of each progress payment will be computed as follows:
 - 4.17.1 Take that portion of the GMP properly allocated to completed Work as determined by detailed supporting documentation.
 - 4.17.2 Add that portion of the GMP properly allocated to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work or, if approved in advance by the Owner, suitably stored off site at a location agreed upon in writing.
 - 4.17.3 Add any paid deposits, if approved in advance in writing by the Owner.
 - 4.17.4 Add the Design-Builder's Fee and other agreed-upon line items.
 - 4.17.5 Subtract the aggregate of previous payments made by the Owner.
 - 4.17.6 Subtract any shortfall, including but not limited to, those resulting from errors subsequently discovered by the Owner.
 - 4.17.7 Subtract any applicable retainage.
 - 4.17.8 Subtract any other applicable contractual amounts owed the Owner .
 - 4.17.9 Subtract any applicable liquidated damages .
- 4.18 All 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 as the release of the Design-Builder from any of its responsibility under this Contract or a waiver of any of the Owner's rights. If deficiencies are found, a standard deficiency e-mail will be sent to the Design-Builder to resolve within one business day. If the deficiency is not resolved within that time, the application for payment may be rejected in writing and such rejection will

specify the deficiency and the action necessary to make the application for payment proper.

- 4.19 The Design-Builder’s design and construction schedule will be updated on a monthly basis and a copy thereof submitted with each of the Design-Builder’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. The Design-Builder shall, with each application for payment, provide completed monthly updated information for the previous month on the Project Schedule and updated information on as-built and as-planned conditions. The updated information on the Project Schedule shall not modify any milestone dates in the Project Schedule that the Owner has previously approved. In its sole and absolute discretion, the Owner may withhold whole or partial payment of an application for payment not containing the Design-Builder’s submission of an approved monthly design and construction schedule update. Refer to Division 1 Section 01315 - SCHEDULES, PHASING.
- 4.20 In addition to the monthly design and construction schedule updates required above, at a minimum of once per month, Design-Builder shall, in addition to documentation required under the Contract, and as a condition precedent to payment, submit the following information including a monthly status report concisely but completely describing in narrative form, the current status of the Work including, without limitation:
- 4.20.1 A review of actual progress during the month in comparison to the Project Schedule and, if actual progress is behind schedule, discussion of any “work around” or “catch up plan” the Design-Builder has employed or will employ to recover the original Project Schedule;
 - 4.20.2 A concise statement of the outlook for meeting future Project Schedule dates, and the reasons for any change in outlook from the previous report;
 - 4.20.3 A concise statement of significant progress on major items of Work during the report period, and progress photographs and aerial photographs as necessary to document the current status of the Work;
 - 4.20.4 A review of any significant technical problems encountered during the pay application period and the resolution or plan for resolution of the problems;
 - 4.20.5 An explanation of any corrective action taken or proposed;
 - 4.20.6 A complete review of the status of Change Orders, including a review of any changes in the critical path of the Project Schedule which result from Change

Orders approved by the Owner during the month, as well as a review of the schedule impact of Change Order requests then pending;

- 4.20.7 A summary of any claims anticipated by the Design-Builder with respect to the Work, including the anticipated cost and schedule impacts of any such claims;
 - 4.20.8 A cumulative summary of the number of days of, and the extent to which the progress of the Work was delayed by, any of the causes for which the Design-Builder believes it could be entitled to an extension of the Contract Time;
 - 4.20.9 An updated material purchase log;
 - 4.20.10 Reserved;
 - 4.20.11 An updated and approved schedule of values;
 - 4.20.12 An updated daily report log from the previous month confirming reports have been submitted; and
 - 4.20.13 Updated submittal and testing logs.
- 4.21 The Owner may withhold or suspend payments or portions thereof, to such extent as may be necessary to fully protect its interests, on account of:
- 4.21.1 Work or execution thereof not performed or not in accordance with the Contract Documents;
 - 4.21.2 Work performed by the Owner, or contracted to others by the Owner, on behalf of the Design-Builder where said Work, or the costs thereof, are identified in the Contract Documents as the responsibility of the Design-Builder;
 - 4.21.3 Work remaining to be corrected or completed;
 - 4.21.4 The Design-Builder's noncompliance with the Owner's DBE Program and Policy or failure to meet the prescribed DBE expectancy set forth in this Contract, or to establish a good faith effort to do so; or
 - 4.21.5 The Design-Builder's noncompliance with provisions of this Contract.
- 4.22 The Owner will pay to the Design-Builder 95% of the amount of all Applications for Payment submitted by the Design-Builder. 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 5% of the total amount payable for Work satisfactorily completed to date. Upon written request from the Design-Builder, retainage may be released to the Design-Builder, in the sole discretion of the Owner, for the Work or designated portions thereof upon reaching Substantial Completion, as defined in Article 6, 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.

The Design-Builder is required to pay all Subcontractors for satisfactory performance of their contracts no later than 10 days after the Design-Builder has received a partial payment. The Design-Builder 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 Design-Builder, the remainder (if any) may be released to the Design-Builder.

Notwithstanding the foregoing, at the Design-Builder's option, the Design-Builder 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:

- 4.22.1 The Design-Builder shall bear all expenses of establishing and maintaining an escrow account and escrow agreement acceptable to the Owner.
- 4.22.2 The Design-Builder 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.
- 4.22.3 The Design-Builder shall enter into an escrow agreement satisfactory to the Owner.
- 4.22.4 The Design-Builder shall obtain the written consent of the surety to such agreement.

- 4.23 Payments may be made for nonperishable materials or equipment not incorporated in the Work upon the following conditions being met:
- 4.23.1 The materials or equipment have been stored or stockpiled in a manner acceptable to the Owner at the Project site;
 - 4.23.2 The Design-Builder has furnished the Owner with satisfactory evidence that the material and transportation costs have been paid;
 - 4.23.3 The Design-Builder has furnished the Owner with acceptable evidence of the quantity and quality of such stored or stockpiled materials or equipment;
 - 4.23.4 The Design-Builder has furnished the Owner legal title (free of liens or encumbrances of any kind) to materials so stored or stockpiled upon receipt of said materials or equipment;
 - 4.23.5 The Design-Builder has furnished to the Owner copies of vendor invoices for stored materials or equipment, proof of payment, stored material or equipment listed in Excel format including value of equipment and a stored material verification form as well as photographs (All supporting backup must be labeled with the schedule of values item number and calculation of item number listed on the schedule of values);
 - 4.23.6 The Design-Builder has furnished to the Owner documentation that all materials or equipment meet Specifications requirements; and
 - 4.23.7 The Design-Builder has furnished to the Owner evidence that the material or equipment so stored or stockpiled is insured against loss by damage to, or disappearance of, such materials or equipment at any time prior to use in the Work.
 - 4.23.8 Owner has the right to inspect stored material at any time. To the extent not covered under the Builder's Risk policy, certificates of insurance coverage for the stored material or equipment and related transit, including a loss-payable clause endorsement to the Contractor's insurance policy and a "property of others" endorsement to the Subcontractor's insurance policy, each providing payment to the Owner in the event of loss of the specified stored materials or equipment, with each coverage to be primary to any insurance of the Owner. Contractor and Subcontractor shall provide written notice to Owner within two days of termination of any such coverage for materials being stored.

- 4.23.9 The Design-Builder is 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 Design-Builder's own expense;
- 4.23.10 The Design-Builder is responsible for security with respect to all such stored materials or equipment.
- 4.23.11 Payments for material on hand or for delivered material to be used in one item of Work will exceed \$10,000.00 and not be scheduled to be incorporated into the Work within 60 days after delivery.
- 4.23.12 It is understood and agreed that the transfer of title and the Owner's payment for such stored or stockpiled materials or equipment will in no way relieve the Design-Builder of its responsibility for furnishing and placing such materials or equipment in accordance with the requirements of the Contract Documents.
- 4.23.13 No partial payment will be made for stored or stockpiled living or perishable plant materials.
- 4.23.14 The Design-Builder will bear all costs associated with the partial payment of stored or stockpiled materials or equipment in accordance with the provisions of this subsection.
- 4.23.15 Raw or unfabricated materials will not be accepted as stored materials.

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

- 4.24 The Design-Builder warrants that title to all Work covered by an application for payment will pass to the Owner when the Design-Builder receives payment. The Design-Builder further warrants that upon submittal of an application for payment, all Work for which applications for payment have been previously issued and payments received from the Owner, will, to the best of the Design-Builder's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances, in favor of the Design-Builder, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and/or equipment relating to the Work.
- 4.25 The approval of the application for payment does not constitute a representation by the Owner that the Work has progressed to the point indicated nor that the quality of the Work is in accordance with the Contract Documents. Any approvals by the Owner of any application for payment are subject to an evaluation of the Work for conformance with

the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, subsequent audits or attestation engagements and to specific qualifications expressed by the Owner. The approval of the application for payment will not be a representation that the Owner 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, (3) reviewed data requested by the Owner to substantiate the Design-Builder's right to payment, or (4) made examination to ascertain how or for what purpose the Design-Builder has used money previously paid on account of the GMP Contract Sum.

- 4.26 In taking action on the Design-Builder's applications for payment, the Owner will be entitled to rely on the accuracy and completeness of the information furnished by the Design-Builder and will not be deemed to represent that the Owner has made a detailed examination, audit or arithmetic verification of the documentation submitted. Such examinations, audits, attestation engagements, and verifications, if required by the Owner, will be performed by the Owner acting in the sole interest of the Owner.
- 4.27 The Owner may decide not to approve payment and may withhold an application for payment, in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Owner's opinion, the representations required from Design-Builder cannot be made. If the Owner is unable to approve payment in the amount of the application, the Owner will notify the Design-Builder in writing of the Owner's reasons for withholding approval in whole or in part. If the Design-Builder and the Owner cannot agree on a revised amount, the Owner will approve payment for the amount for which the Owner is able to make such representations. The Owner may also decide not to approve payment or, because of subsequently discovered evidence or subsequent observations, may not approve the whole or a part of an application for payment previously issued, to such extent as may be necessary in the Owner's opinion to protect the Owner from loss because of:
- 4.27.1 Defective work not remedied;
 - 4.27.2 Third-party claims filed or reasonable evidence indicating probable filing of such claims;
 - 4.27.3 Damage to the Owner or another contractor;
 - 4.27.4 Evidence that the Work will not be completed within the Contract Time;
 - 4.27.5 Evidence that the unpaid balance would not be adequate to complete the Work;
 - 4.27.6 Evidence that the unpaid balance would not be adequate to cover actual or liquidated damage for the anticipated delay; or

- 4.27.7 Failure of the Design-Builder to carry out the Work in accordance with the Contract Documents.
- 4.28 When the above reasons for withholding approval are removed, payment will be made for amounts previously withheld.
- 4.29 The Design-Builder will receive and accept compensation provided for in this Contract as full payment for furnishing all materials, for performing all Work under this 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.
- 4.30 The Design-Builder will promptly pay the licensed design professionals, suppliers, and each subcontractor, upon receipt of payment from the Owner, out of the amount paid to the Design-Builder on account of such licensed design professional's, supplier's, and subcontractor's portion of the work, the amount to which said licensed design professional, supplier and subcontractor is entitled, reflecting percentages actually retained from payments to the Design-Builder on account of such licensed design professional's, supplier's and subcontractor's portion of the Work. The Design-Builder will, by appropriate agreement with the licensed design professionals, suppliers, and each subcontractor, require each design professional, supplier, and Subcontractor to make payments to sub-subcontractors, sub-contractors, design professionals of lower tiers in similar manner.
- 4.31 The Owner may pay but shall not be obligated to pay or to be responsible in any way for payment to licensed design professionals, Subcontractors, or suppliers.
- 4.32 Any payment made prior to the Final Acceptance of the Work will in no way bind the Owner to the acceptance of any materials or work in place as to quality or quantity. The Design-Builder will be responsible to correct any damage, defects, or imperfections discovered on or before Final Acceptance.
- 4.33 Provision for assessment of liquidated damages for delay will in no manner affect the Owner's right to terminate this Contract as provided in Article 19. The Owner's exercise of the right to terminate will not release the Design-Builder from its obligation to pay said liquidated damages in the amounts set out in this Contract.
- 4.34 The Design-Builder's Contingency Fund. A Design-Builder's contingency fund may be included as a specified amount in the GMP. It is further understood and agreed that such contingency funds are to be used for costs to complete work considered to be within the original scope of work, including issued change orders, but which exceed the established estimated costs. Use of contingency funds may be considered by the Owner for the following:

- 4.34.1 Those items that were included in the proposal drawings and specifications that the Design-Builder missed in proposing the GMP.
- 4.34.2 Those items that were included in the proposal drawings and specifications that the Design-Builder underpriced in proposing the GMP.
- 4.34.3 Schedule acceleration as required to meet contractual milestones, or as deemed necessary by the Design-Builder to improve the project schedule.
- 4.34.4 Increased general conditions or general requirements costs.
- 4.34.5 Not Used.
- 4.34.6 Costs associated with changes required by Authorities Having Jurisdiction following establishment of the GMP.
- 4.34.7 Construction costs associated with changes in design affecting completed Work.
- 4.34.8 Costs for repairs for unassignable damage to Work.

All contingency fund charges will be tracked in a log by the Design-Builder. This log will be submitted, reviewed, and approved prior to the monthly application for payment. All payment of contingency funds is subject to approval by the Owner. All remaining funds in the Design-Builder's contingency upon completion shall revert to the Owner. The Design-Builder's contingency fund will not be used to fund liquidated damages.

- 4.35 Assets, including, but not limited to, supplies, temporary facilities, furniture, machinery, equipment and hand tools purchased for and paid by the Authority (not included in pre-negotiated lump sum general requirements or general conditions) for items exceeding \$100.00 in value must be identified when being purchased. Any items exceeding \$5,000.00 in value must also be identified so that an asset tag can be attached to that equipment. A detailed listing in Excel format must be submitted with each application for payment. Final accounting for all assets will be performed at the completion of the Project. Any assets unaccounted for will be reimbursed to the Owner at full purchase price.

Assets including, but not limited to, supplies, temporary facilities, furniture, machinery, equipment, and hand tools purchased by the Owner or the Design-Builder prior to and during the Project and not fully consumed in the performance of the Work will be sold, disposed of or retained by the Design-Builder at the Owner's written request. The value for those items not fully consumed, whether sold to others or retained by the Design-

Builder will be based on current fair market value as approved by Owner, and credited to the Owner via a check payable to the Owner or other credit.

ARTICLE 5 TIME

- 5.1 Contract Time(s) is the period of time allocated in the Contract Documents for Substantial Completion of the Work or designated portion thereof.
- 5.2 The date of Substantial Completion is the date certified by the Owner in accordance with Division 1 Section 01700 - PROJECT CLOSEOUT.
- 5.3 The Owner and the Design-Builder will perform their respective obligations as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Project.
- 5.4 Time limit(s) stated in this Contract are of the essence. The Work to be performed under this Contract will commence upon receipt of a Notice to Proceed and subject to authorized Modifications, Substantial Completion will be achieved on or before the date established in Article 23.
- 5.5 By executing this Contract, the Design-Builder confirms that the Contract Time is a reasonable period for performing the Work. In the event the Design-Builder 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 Paragraph 23.2 if liquidated damages are provided.
- 5.6 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, design, procuring insurance policy endorsements, certificates of insurance and payment and performance bonds, or other items as approved by the Owner can proceed after this Contract is signed and prior to the Notice to Proceed. The Design-Builder will begin the Work to be performed under this Contract within ten (10) days of the date set by the Owner in a written Notice to Proceed. In any event, the Design-Builder will notify the Owner at least 48 hours in advance of the time actual construction on the Project site will begin. The date will not be postponed due to any failure of the Design-Builder.
- 5.7 Based on the Contract Time(s), a design and construction schedule, including time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project, will be provided consistent with Paragraphs 5.4 above and 23.1 below.
- 5.8 The Design-Builder will furnish sufficient forces, materials, and equipment and will work such hours, including weekends, night shifts, and overtime, as may be necessary to ensure

prosecution of the Work in accordance with the design and construction schedule specified under Division 1 Section 01315 - SCHEDULES, PHASING.

- 5.9 Should the Work, in whole or in part, fall behind the design and construction schedule, or should the progress of the Work appear to the Owner to be inadequate to assure completion within the Contract Time(s) specified in this Contract unless solely caused by actions of the Owner or Owner's separate contractor, the Design-Builder will, upon written notice from the Owner, provide a recovery plan including a schedule describing the measures Design-Builder will take to address such inadequacies within seven days of such notice to put the Work back on schedule and meet the specified Substantial Completion date(s) in accordance with Division 1 Section 01315 - SCHEDULES, PHASING.
- 5.10 Should the Design-Builder fail to provide a recovery plan including a schedule within seven days, or should the measures in the recovery plan and schedule 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 Design-Builder's forces, materials and/or equipment with other forces, materials and/or equipment furnished by the Owner. The cost of such other forces, materials, and/or equipment will be deducted by the Owner from the GMP Contract Sum. Should the unpaid portion of the GMP Contract Sum be insufficient to cover all such costs incurred by the Owner, the Design-Builder will pay such insufficient amount to the Owner within five (5) business days of the Owner's demand for payment. The Owner's use of such supplemental forces, materials, and/or equipment will not excuse the Design-Builder from performing all of its obligations under the Contract Documents or relieve the Design-Builder from liquidated damages. The Design-Builder will coordinate and work together with such forces, materials, and/or equipment.
- 5.11 Failure of the Design-Builder to comply with the requirements under this Article will be grounds for a determination that the Design-Builder is not prosecuting the Work with such diligence as will ensure completion within the Contract Time(s) specified and such failure will constitute a material breach of the Contract Documents. Upon such determination, the Owner may terminate for cause the Design-Builder's right to proceed with the Work, or any separate part thereof, in accordance with Article 19.
- 5.12 When the Work or a designated portion thereof is substantially complete, the Owner will prepare and sign a Certificate of Substantial Completion which will establish the date of Substantial Completion. The responsibilities for security, maintenance, HVAC, utilities, damage to the Work, and insurance will transfer from the Design-Builder to the Owner at Substantial Completion. The Certificate of Substantial Completion will be submitted to the Design-Builder for their written acceptance.
- 5.13 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 or omissions of the Owner constituting fraud or active interference with the Design-Builder's performance of the Work, and only to the extent such acts continue after Design-Builder furnishes the Owner with notice of such fraud or interference. The Design-Builder will not be entitled to an increase in the GMP 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 Design-Builder for hindrances or delays due solely to fraud, or active interference on the part of the Owner. Otherwise, the Design-Builder 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, stop work orders, directing suspension, rescheduling or correction of the Work), regardless of the extent or frequency of the Owner's exercise of such rights or remedies, shall not be construed as active interference with the Contractor's performance of the Work.

5.13.1 Notwithstanding anything to the contrary contained in paragraph 5.13, if a Delay occurs prior to the date of Substantial Completion of the whole Work caused entirely by Owner's Separate Contractor(s) ("Owner's Separate Contractor") that causes an impact to the critical path that causes a delay to Design-Builder obtaining Substantial Completion of the whole Work, the Design-Builder may make a claim subject to Article 10 Dispute Resolution only for direct and actual delay damages (which may include extended general conditions) incurred. Owner's Separate Contractor includes and is limited only to:

- contractor for project 8500 23 APR – Apron & Site,
- contractor for project 8500 23 PBB – Passenger Boarding Bridges,
- contractor for project 8500 23 GDY – Guideway,
- contractor for project 8500 23 APM – Vehicles and Controls,
- contractor(s) for artwork including appropriate infrastructure by others,
- contractor(s) for Concession locations and buildout,
- contractor(s) for Airlines including buildout of airline tenant spaces and airline relocations,
- HCAA Information Technology and all other Owner Furnished Owner Installed (OFOI) systems.

For purposes of clarity, no 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 damages are available for claims for Delay caused by Owner's Separate Contractor. Additionally, Design-Builder shall not be entitled to direct and actual delay damages if a Delay caused by Owner's Separate Contractor is concurrent with a Delay caused by Design-Builder. For purposes of clarity, in the event that there is a concurrent delay between the Owner's Separate Contractor and the Owner, the Design-Builder may make a claim for direct and actual delay damages (which may include extended general conditions) incurred.

5.13.2 Notwithstanding anything to the contrary contained in paragraph 5.13, if a Delay occurs following the date of Substantial Completion of the whole Work caused entirely by the Owner's Separate Contractor(s), the Design-Builder may make a claim subject to Article 10 Dispute Resolution for direct and actual delay damages (which may include extended general conditions) incurred. Owner's Separate Contractor includes and is limited only to:

- the contractor for project 8500 23 APR – Apron & Site,
- the contractor for project 8500 23 PBB – Passenger Boarding Bridges,
- the contractor for project 8500 23 GDY – Guideway,
- the contractor for project 8500 23 APM – Vehicles and Controls,
- contractor(s) for artwork including appropriate infrastructure by others,
- contractor(s) for Concession locations and buildout,
- contractor(s) for Airlines including buildout of airline tenant spaces and airline relocations,
- Customs & Border Protection (CBP) and Transportation Security Administration (TSA),
- Contractors affiliated with CBP and TSA,
- HCAA Information Technology and all other Owner Furnished Owner Installed (OFOI) systems.

For purposes of clarity, no 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 damages are available for claims for Delay by Owner's Separate Contractor. Additionally, Design-Builder shall not be entitled to direct and actual delay damages if a Delay caused by Owner's Separate Contractor is concurrent with a Delay caused by Design-Builder. For purposes of clarity, in the event that there is a concurrent delay between the

Owner's Separate Contractor and the Owner, the Design-Builder may make a claim for direct and actual delay damages (which may include extended general conditions) incurred.

5.13.3 Notwithstanding anything to the contrary contained in paragraph 5.13, if there is a change in the Work, the Owner and Design-Builder will follow the provisions in Article 8, Changes in the Work.

5.14 Claims relating to time will be made in accordance with the applicable provisions of Article 10. The Design-Builder's plea that insufficient Contract Time(s) was specified will not be a valid reason for extension of Contract Time. Contract Time will not be extended for any weather-related delay except as provided in Article 10.

5.15 Permitting the Design-Builder to continue and finish the Work, or any part of it, after the Contract Time(s) established for Substantial Completion, will in no way operate as a waiver on the part of the Owner of any of its rights under this Contract, including but not limited to, its rights to receive Liquidated Damages.

ARTICLE 6 COMPLETION

6.1 Substantial Completion is the stage in the progress of the Work when, in the Owner's opinion, the Work or a 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.

6.2 When the Design-Builder considers that the whole Work, or a portion thereof designated in the Contract Documents for separate completion, is complete, the Design-Builder shall notify the Owner 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, this notification shall contain 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. 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.

6.3 When the Design-Builder 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 3.4.4 and the prerequisites to Substantial Completion in Division 1 Section 01700 – PROJECT CLOSEOUT are satisfied, the Design-Builder will

submit to the Owner: (1) the permits, documents, and certificates referred to in Paragraph 18.5 and (2) the Design-Builder's request for inspection by the Owner.

- 6.4 Upon receipt of the Design-Builder's request for inspection, the Owner will perform an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Owner's inspection discloses any item which is not in accordance with the requirements of the Contract Documents, the Design-Builder will then prepare and submit to the Owner a comprehensive list of items to be completed and/or corrected including all close out documentation included in Division 1 Section 01700 – PROJECT CLOSEOUT. The Owner will inform the Design-Builder of the items on the list which must be completed prior to the Work being considered substantially complete and the Design-Builder will proceed promptly to complete such items. The Design-Builder will then submit a request for another inspection by the Owner to determine Substantial Completion. Repeat inspections, if necessary, will be performed prior to issuance of the Certificate of Substantial Completion by the Owner.
- 6.5 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 Design-Builder within five days after its completion. The Design-Builder 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 Design-Builder within five days after its completion. The Design-Builder 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. The Owner will establish in the Final Acceptance punch list the maximum period of time within which all items on the list must be completed by the Design-Builder.
- 6.6 In accordance with all other terms and conditions of this Contract, and to the maximum extent allowed under applicable law, after Substantial Completion of the whole Work, the Owner may, at the Owner's discretion and with the consent of the Design-Builder's Surety, approve an application for payment from which will be retained an amount not less than 150% of the contract value or 150% of the estimated cost, whichever is greater, of the Work remaining to be done.
- 6.7 Upon completion of all items on the Final Acceptance punch list, the Design-Builder will submit a written notice that the whole Work is ready for final inspection and acceptance. The Owner will promptly make such inspection. When the Owner finds the Work under this Contract fully performed, the Owner will promptly issue the Letter of Final Completion and Acceptance indicating the date and stating that to the best of the Owner's knowledge, information and belief, and on the basis of the Owner's observations

and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents.

- 6.8 Upon receipt of the Letter of Final Completion and Acceptance, the Design-Builder may submit an application for payment for all remaining retainage withheld by the Owner. If a good-faith dispute exists as to whether one or more items identified on the punch list have been completed pursuant to this Contract, the Owner may continue to withhold an amount not to exceed 150% of the total costs to complete such disputed items.
- 6.9 Neither partial, entire use nor occupancy of the Project by the Owner will constitute an acceptance of Work not in accordance with the Contract Documents.
- 6.10 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. The Owner and the Design-Builder 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.
- 6.11 The Owner may deduct from the balance due the Design-Builder under the provisions of the Contract Documents any liquidated damages which may have accrued.
- 6.12 Neither final payment nor amounts retained, if any, will be paid until the Design-Builder submits to the Owner (1) an affidavit that all payrolls, bills for materials and equipment and other indebtedness connected with the Work (less amounts withheld by the Owner) have been paid or otherwise satisfied; (2) a certificate and/or endorsements as applicable evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the Owner; (3) a sworn statement that the Design-Builder 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 and (5) if required by the Owner, other documentation establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of this Contract, to the extent and in such form as may be designated by the Owner. The receipt of the aforementioned documentation shall be a material inducement for final payment.
- 6.13 The Design-Builder will furnish releases or waivers as may be required to satisfy the Owner that there are no outstanding claims or liens. To the maximum extent permitted by Florida Law, the Owner may require the Design-Builder, at the Design-Builder's expense, to furnish a bond satisfactory to the Owner to indemnify the Owner, its members, officers, , agents, employees, and volunteers against any such claims or liens and the attorney's fees and legal costs that could be incurred defending against such claims or liens. This obligation to furnish a bond will be construed separately and independently. It is the parties mutual intent that if this clause is found to be in conflict

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with applicable law, the clause will be considered modified by such law to the extent necessary to remedy the conflict. Upon satisfactory Final Completion and Acceptance of the whole Work required by the Contract Documents, the Design-Builder will make application for final payment in the same format as progress payments.

- 6.14 After Substantial Completion, all closeout documents must be submitted to the Owner. The Owner may provide a detailed list of the close out documents required after receipt and acceptance of the Final Acceptance punch list.
- 6.15 All closeout documentation shall be furnished at least seven days before submission of the final application for payment. Sufficient evidence of testing of all systems and equipment shall be provided at least seven days before submission of the final application for payment.
- 6.16 Final payment will be made by the Owner to the Design-Builder when (1) this Contract has been fully performed by the Design-Builder and (2) a final application for payment and the substantiated final accounting for the Cost of the Work and the Design-Builder's Fee have been submitted by the Design-Builder and approved by the Owner.
- 6.17 The amount of the final payment will be calculated as follows:
 - 6.17.1 Take the sum of the Cost of the Work substantiated by the Design-Builder's final accounting and the Design-Builder's Fee, but not more than the GMP Contract Sum.
 - 6.17.2 Subtract any amounts withheld by the Owner under the provisions of the Contract Documents.
 - 6.17.3 Subtract the aggregate of previous payments made by the Owner.
- 6.18 If the aggregate of previous payments made by the Owner exceeds the amount due the Design-Builder, the Design-Builder will reimburse the difference to the Owner within five (5) business days of the Owner's demand for payment.
- 6.19 The making of final payment will not constitute a waiver of claims by the Owner including, but not limited to, those arising from:
 - 6.19.1 Unsettled claims, security interests or encumbrances arising out of this Contract;
 - 6.19.2 Negligence or misrepresentation related to or arising from this Contract;
 - 6.19.3 Failure of the Work to comply with the requirements of the Contract Documents;
 - 6.19.4 Terms of warranties required by the Contract Documents;

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- 6.19.5 Claims discovered during audit or attestation engagements;
- 6.19.6 Latent defects; or
- 6.19.7 Claims covered by insurance required by this Contract.
- 6.20 Acceptance of final payment will constitute a waiver of all claims by the Design-Builder except those previously made in writing and identified by the Design-Builder as unsettled at the time of the final application for payment.
- 6.21 As part of the Final Acceptance punch list, the Design-Builder will comply with the project close out provisions of Division 1 Section 01700 – PROJECT CLOSEOUT. The Design-Builder will submit all documentation required under Division 1 Section 01700 – PROJECT CLOSEOUT promptly and before Final Acceptance.

ARTICLE 7
PROTECTION OF PERSONS AND PROPERTY

- 7.1 The Design-Builder 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 Design-Builder’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 has been completed and accepted. No payment for correcting any damage or injury will be paid for from the GMP.
- 7.2 The Design-Builder will be responsible for initiating, maintaining, and providing supervision of all safety precautions and programs in connection with the performance of this Contract including the Owner’s mandated program for safety management and enforcement.
- 7.3 The Design-Builder will designate, in writing to the Owner, a competent person in the Design-Builder’s organization whose sole duty will be safety, protection of persons and property, and the prevention of accidents at the Project site. The competent person or designee will be required to be at the Project site at any time the Work is being performed. This requirement may be waived or modified at the Owner’s sole discretion in writing.
- 7.4 The Design-Builder will take reasonable precautions for the safety of and will provide reasonable protection to prevent damage, injury, or loss to: (1) employees on the Project site, general public, passengers, other employees at the Airport, volunteers, invitees, and other persons who may be affected thereby; (2) the Work, materials, and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or

control of the Design-Builder; (3) other property at or adjacent to the Project site, 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.

- 7.5 The Design-Builder will comply with applicable Laws and lawful orders of public authorities bearing on the safety of persons or property or their protection from damage, injury or loss.
- 7.6 The Design-Builder will promptly remedy damage and loss to property at the Project site caused in whole or in part by the Design-Builder, or by anyone for whose acts it may be liable at no additional cost to the Owner. The foregoing obligations of the Design-Builder are in addition to the Design-Builder's obligations under Paragraph 16.4.
- 7.7 The Design-Builder will erect and maintain reasonable safeguards for safety and protection, including barricades, fencing, and posting danger signs and other warnings against hazards, and will give appropriate notice and warnings to the Owner and users of adjacent sites and utilities.
- 7.8 When the use or storage of explosives, hazardous materials, equipment, or other unusual methods are necessary for the execution of the Work, the Design-Builder will provide the Owner with prior written notice of such and will exercise utmost care and carry on such activities under the supervision of properly qualified personnel.
- 7.9 The Design-Builder will comply with the provisions of the Occupational Safety and Health Act of 1970, 84 Stat. 1190, 29 U.S.C. 651 et. seq. (as amended), 29 C.F.R. 1926 (as amended) and applicable regulations and requirements under said Act. The Design-Builder will maintain an accurate record of all accidents and near-misses causing death, traumatic injury, occupational disease, or damage to property, materials, supplies, and equipment incidental to the Work performed under this Contract. The Design-Builder will notify the Owner immediately and as soon as practicable in writing, of an occurrence of all accidents and near-misses involving or potentially involving serious injuries or death to persons; criminal activity; or damage to or loss of property occurring on the project site. The notification will be sent to the Owner's Project Manager. The Design-Builder, its Subcontractors, and sub-subcontractors will cooperate with the Owner's insurers in the reporting, investigation, and resolution of claims for property damage or personal injury that may arise during the construction of the project.
- 7.10 The Design-Builder will be responsible for the preservation of all public and private property and will protect carefully from disturbance or damage to all land monuments and property markers until the Owner has witnessed or otherwise referenced their location and will not move them until directed.

- 7.11 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, whether or not in the execution of the Work, by the Design-Builder, the Design-Builder will restore such property, at no additional cost to the Owner, 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 by the Owner, or the Design-Builder will make good such damage or injury in a manner acceptable to the Owner.
- 7.12 Existing property or 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.
- 7.13 Until final acceptance, the Design-Builder will be in charge and care of the Work and will take every precaution against injury or damage due to the action of the elements or any other cause, whether arising from the execution or from the nonexecution of the Work. The Design-Builder will rebuild, repair, restore, and make good all damages to any portion of the Work resulting from any of the above causes and will bear all expenses, at no additional cost to the Owner.

ARTICLE 8 CHANGES IN THE WORK

8.1 CHANGES

- 8.1.1 Changes in the Work may be accomplished, after execution of this Contract and without invalidating this Contract, by Change Order or Work Order.
- 8.1.2 The Design-Builder, by executing this Contract, acknowledges and agrees that the Design-Builder will not be entitled to payment for changes in the Work unless such changes are specifically authorized in writing by the Owner in advance. The terms of this Article may not be waived by the Owner unless such waiver is in writing and makes specific reference to this Article.
- 8.1.3 A Change Order will be based upon a written agreement between the Owner and the Design-Builder. A Work Order may be issued by the Owner without the agreement of the Design-Builder.
- 8.1.4 The Design-Builder will promptly proceed with the changes in the Work unless otherwise provided in the Change Order or Work Order.

8.2 CHANGE ORDERS

- 8.2.1 A Change Order is a written instrument prepared by the Owner and signed by the Owner and the Design-Builder, stating their agreement upon all of the following:
 - 8.2.1.1 A change in the scope of the Work;
 - 8.2.1.2 The amount of the adjustment, if any, to the GMP Contract Sum;
 - 8.2.1.3 The extent of the adjustment, if any, to the Contract Time;
 - 8.2.1.4 Changes to the terms and conditions of this Contract, including the DBE percentage, if any; and
 - 8.2.1.5 Only if applicable and justifiable, changes to the general conditions (which may include extended general conditions) affected by the change in scope of the Work; and
 - 8.2.1.6 Waiver (CO form).
- 8.2.2 If a Change Order provides for an additive or deductive adjustment to the GMP Contract Sum, the adjustment will be based on one or more of the following methods:
 - 8.2.2.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
 - 8.2.2.2 Unit prices stated in the Contract Documents or unit prices otherwise mutually agreed upon;
 - 8.2.2.3 Cost estimated by the Design-Builder plus mark-up, if applicable, as accepted by the Owner; or
 - 8.2.2.4 Cost to be determined in a manner agreed upon by the parties plus mark-up, if applicable.
- 8.2.3 If the Owner requests a proposal for a change in the Work from the Design-Builder and subsequently elects not to proceed with the change, a Change Order may be issued to reimburse the Design-Builder for reasonable costs incurred for estimating services, design services or preparation of proposed revisions to the Contract Documents.
- 8.2.4 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:

8.2.4.1 For the Design-Builder, 10% and the agreed upon the Design-Builder's Fee as a percentage of any net increase of costs of any Work performed by the Design-Builder's own forces;

8.2.4.2 For the subcontractor, 15% of any net increase of cost of any Work performed by the subcontractor's own forces, plus the agreed upon the Design-Builder's Fee as a percentage of any net increase in the cost of the Work for the Design-Builder;

8.2.4.3 For any lower tier subcontractor, 15% of any net increase of cost of any Work performed by the lower tier subcontractor's own forces, plus 5% for any higher tier subcontractor, plus the agreed upon the Design-Builder's Fee as a percentage of any net increase in the cost of the Work for the Design-Builder; and/or

8.2.4.4 Per the Change Order negotiations.

8.2.5 Subcontractor costs, other than overhead and profit, must be itemized costs and not identified as a percentage or percentages.

8.3 WORK ORDERS

Refer to Section 21.3.3 and Section 01020, Owner's Allowance for requirements.

8.4 MINOR CHANGES IN THE WORK

8.4.1 Minor changes in the Work do not involve an adjustment to the GMP Contract Sum or extension of the Contract Time and do not materially and adversely affect the Work, including the design, quality, performance and workmanship required by the Contract Documents. The Design-Builder may make minor changes in the Work consistent with the intent of the Contract Documents, provided, however, prior to making any such change, the Design-Builder must inform the Owner, in writing, of any such changes and, if approved by the Owner, record such changes on the record documents maintained by the Design-Builder.

8.5 REGULATORY CHANGES

8.5.1 The Design-Builder will perform changes in the Work necessitated by any Laws that exist at the date of the issuance of applicable permits or execution of the final Supplemental Part of this Contract by the Owner, whichever date occurs last, at no additional cost to the Owner. The costs for any changes in the Work necessitated by any Laws enacted after the later of the date of the issuance of

applicable permits or the date of execution of the final Supplemental Part of this Contract by the Owner will be borne by the Owner.

ARTICLE 9 CORRECTION OF WORK

9.1 UNCOVERING OF WORK

- 9.1.1 If a portion of the Work is covered contrary to the Owner's request or to requirements specifically expressed in the Contract Documents, that portion of the Work will be uncovered for the Owner's examination if required in writing by the Owner, and will be restored at no cost to the Owner without change in the Contract Time.
- 9.1.2 If a portion of the Work has been covered which the Owner has not specifically requested to observe prior to it being covered, the Owner may request to see such Work and it will be uncovered by the Design-Builder. If such Work is in accordance with the Contract Documents, costs of uncovering and restoration will be at the Owner's expense. If such Work is not in accordance with the Contract Documents, the Design-Builder will pay the costs of uncovering, correction, and restoration at no cost to the Owner.

9.2 CORRECTION

- 9.2.1 The Design-Builder will promptly correct Work rejected by the Owner or known by the Design-Builder to be defective or failing to conform to the requirements of the Contract Documents, whether discovered before or after Final Completion and Acceptance and whether or not fabricated, installed or completed. The Design-Builder will bear all costs of correcting such rejected Work, including additional testing and inspections at no cost to the Owner.
- 9.2.2 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 Work is found to be defective or not in accordance with the Contract Documents, the Design-Builder will correct it promptly after receipt of a written notice from the Owner to do so at no cost to the Owner. This obligation will survive termination of this Contract.
- 9.2.3 The Design-Builder will remove Work from the site which is not in accordance with the requirements of the Contract Documents, and which is neither corrected by the Design-Builder nor accepted by the Owner at no cost to the Owner.

- 9.2.4 The Design-Builder will bear the cost of correcting destroyed or damaged construction or property of the Owner or separate contractors caused by the Design-Builder's correction or removal of Work which is not in accordance with the requirements of the Contract Documents at no cost to the Owner.
- 9.2.5 Nothing contained in Article 9 will be construed to establish a period of limitation with respect to other obligations which the Design-Builder might have under the Contract Documents. Establishment of the time period of one year as described in Paragraph 9.2.2 relates only to the specific obligation of the Design-Builder 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, or to the time within which proceedings may be commenced to establish the Design-Builder's liability with respect to the Design-Builder's obligations other than specifically to correct the Work.
- 9.2.6 If the Design-Builder fails to correct nonconforming Work as required or fails to carry out the Work in accordance with the Contract Documents, the Owner, by written order, may order the Design-Builder to stop the Work or any portion thereof until the cause for such order has been eliminated; however, the Owner's right to stop the Work will not give rise to a duty on the part of the Owner to exercise that right for the benefit of the Design-Builder or other persons or entities.

9.3 ACCEPTANCE OF NONCONFORMING WORK

- 9.3.1 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 GMP Contract Sum will be reduced, if appropriate, as determined by the Owner in its reasonable discretion.

A Change Order may be issued in an amount equal, in the Owner's sole discretion, (i) to that amount which the Design-Builder would have incurred had it been required to replace such defective or nonconforming Work or materials, or (ii) to that amount representing the difference in value of the Work as performed from that as specified in the Contract Documents, or (iii) to that amount as negotiated. In such case, an appropriate Change Order will be issued deducting from payments then or thereafter due the Design-Builder the cost of correcting such deficiencies, including compensation for the Owner's additional services and expenses made necessary by such default, neglect or failure to perform. Such Change Order will be deemed signed by the Design-Builder for purposes stated in Paragraph 8.2 even if the Design-Builder fails to physically sign such Change Order. If payments then or thereafter due the Design-Builder are not sufficient to cover such amounts, the

Design-Builder will pay the difference to the Owner within ten (10) days of the Owner's demand for same.

Such reduction will be effective whether or not the final payment has been made.

ARTICLE 10 DISPUTE RESOLUTION

10.1 CLAIMS AND DISPUTES

- 10.1.1 A claim is a written demand or assertion by one of the parties seeking as a matter of right an adjustment or interpretation of the Contract Documents, payment of money, an extension of time, or other relief with respect to the terms of this Contract. The term claim also includes other matters in question between the Owner and the Design-Builder arising out of or relating to this Contract. The responsibility to substantiate claims will rest with the party making the claim.
- 10.1.2 If for any reason the Design-Builder deems that an increase to the GMP Contract Sum or Contract Time is due to the Design-Builder for work not provided for in the Contract Documents or previously authorized changes in the Work, the Design-Builder will notify the Owner in writing of its intention to claim such increases to the GMP Contract Sum or Contract Time. The Design-Builder will maintain, and give the Owner the opportunity to keep, a strict account of the actual cost and/or time associated with the claim. The failure to give proper notification as required herein will constitute a waiver of any claim.
- 10.1.3 Written notice from the Design-Builder of its intention to claim will be made (1) no later than twenty-one (21) days after it first recognizes the condition giving rise to the claim or (2) before the Work begins on which the Design-Builder bases the claim, whichever is earlier. The failure to give proper notice as required herein will constitute a waiver of any claim.
- 10.1.4 When the Work on which the claim for an increase to the GMP Contract Sum or Contract Time is based has been completed, the Design-Builder will, no later than sixty (60) days following completion of Work on which the claim is based, submit the Design-Builder's written claim to the Owner. Such claim by the Design-Builder and the fact that the Owner 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. The failure to provide the written claim as required herein will constitute a waiver of any claim, unless the sixty (60) day timeframe for such claim has been extended in writing by the Owner prior to the expiration of the 60 day timeframe.

- 10.1.5 Pending final resolution of a claim, unless otherwise agreed in writing, the Design-Builder will proceed diligently with performance of this Contract and maintain effective progress to complete the Work within the Contract Time(s) set forth in the Contract Documents.
- 10.1.6 For claims related to concealed or unknown conditions, the Design-Builder will take the following into consideration when preparing its GMP Proposal and will not be entitled to any additional compensation on account of concealed conditions except as specifically set forth in Paragraph 10.1.7. The Owner will make available to the Design-Builder, prior to and during the performance of the Work, record documents and drawings pertaining to the existing buildings and/or facilities relative to this Project. Those record documents and drawings will not be considered a part of the Contract Documents. The Owner does not warrant to the Design-Builder the accuracy of such record documents and drawings and the Design-Builder will be solely responsible for all assumptions made in reliance thereupon. Those 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, low voltage cables, FAA or TSA cables, storm lines, sanitary lines, water lines, irrigation lines, gas lines, fuel lines, structural members (including but not limited to beams, slabs, columns, and foundations), mechanical apparatus and appurtenances, HVAC piping/ductwork and plumbing may only appear schematically, if at all, and the actual location is in many cases unknown.
- 10.1.7 Should the Design-Builder 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 Project site of that type, the Design-Builder shall stop work at the location when the concealed condition is discovered, give immediate written notice of the condition to the Owner. The Owner shall investigate the alleged concealed condition if the Design-Builder's notice was made no later than ten days after the Design-Builder's first observance of the conditions. The Owner may direct the Design-Builder to proceed with the Work or adjust the Work and the Design-Builder shall follow the claims procedure outlined in the Contract if it believes it is entitled to additional Contract Time or an increase to the GMP Contract Sum. Nothing herein is intended to limit or modify the obligations of the Design-Builder set forth in Division 1 Section 01545 - UTILITIES. The Design-Builder shall not be entitled to a change order for the GMP Contract Sum and/or Time if the Design-Builder knew of the existence of such conditions at the time the Design-Builder submitted the GMP or the existence of such condition could reasonably have been 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 Documents; or if the Design-Builder failed to give written notice as required by this Article.
- 10.1.8 Notice of intention to claim is not required for claims relating to an emergency endangering life or property. Claims associated with emergencies will be filed in accordance with the procedure established in this Article.
- 10.1.9 The GMP Contract Sum or 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 Contract Time.
- 10.1.10 If the Design-Builder wishes to make claim for an increase in the Contract Time a written notice of intention to claim as provided herein must be given. The Design-Builder will have the burden of demonstrating the effect of the claimed delay on the Contract Time and its adverse impact on the critical path of the Design or Construction Schedule 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.

10.2 RESOLUTION OF CLAIMS AND DISPUTES

- 10.2.1 The following shall occur as a condition precedent to the Owner's review of a claim unless waived in writing by the Owner:
- 10.2.1.1 Field Representatives' Meeting: Following submission of a written claim or at any other time following receipt of the intention to claim, the Design-Builder's senior project management personnel who have authority to resolve the dispute or claim shall meet with the Owner's project representative who has authority to resolve the dispute or claim in a good faith attempt to resolve the dispute or claim. 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.
- 10.2.1.2 Management Representatives' Meeting: If the Field Representatives' Meeting fails to resolve the dispute or claim or if they fail to meet, a senior executive for the Design-Builder and for the Owner, neither of which have day to day Project Management responsibilities, shall meet in an attempt to resolve the dispute or claim and any other identified disputes or any unresolved issues that may lead to disputes or claims. 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.

- 10.2.1.3 Following the Field Representatives' Meeting and the Management Representatives' Meeting, the Owner will review the Design-Builder's disputes or claims and may (1) request additional information from the Design-Builder which will be immediately provided to the Owner, or (2) render a decision on all or part of the dispute or claim. The Owner will notify the Design-Builder in writing of the disposition of the dispute or claim following the receipt of such dispute or claim or receipt of additional information requested.
- 10.2.2 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 Design-Builder a written directive to proceed. The Design-Builder will proceed as directed.
- 10.2.3 For any claim made pursuant to this Contract, the Design-Builder will provide at the Owner's request all escrowed GMP Proposal Documents referenced in Paragraph 3.1.9. If the Owner requests to review the escrowed GMP Proposal Documents and the Design-Builder fails to timely provide them or has failed to preserve them, the subject claim will be deemed waived and no claim by the Design-Builder will be honored by the Owner.
- 10.2.4 Escrowed GMP Proposal Documents referred to in this Contract may be subject to an audit by the Owner. In the event the audit supports all of the Design-Builder's claim, the Owner will pay for the audit. Otherwise, the Design-Builder will pay for the audit.
- 10.2.5 If a dispute or claim is not resolved by the above procedure, the Design-Builder or the Owner agree to refer it to the Dispute Resolution Board in accordance with the terms of Attachment 9.
- 10.2.6 Mediation with a mediator approved by the Owner shall be a condition precedent to litigation involving the Owner. Any such mediation will be subject to Rule 1.700 et seq, Florida Rules of Civil Procedure and Chapter 44 Florida Statutes. The Design-Builder shall incorporate the terms of this provision into all of its contracts, subcontracts, and other agreements of any tier and require all Designers, subconsultants, Subcontractors or suppliers to similarly incorporate the terms of this provision in their agreements.

ARTICLE 11
SUBCONTRACTS

- 11.1 A Subcontractor is a person or entity who has a direct or indirect agreement with the Design-Builder to perform or provide a portion of the Work and includes but is not limited to sub-subcontractors and suppliers.
- 11.2 The Owner does not have any contractual relationship with any Subcontractor on the Work. The Design-Builder will at all times, when the Work is in progress, be represented either in person, by a qualified superintendent, or by another designated, qualified representative who is duly authorized to receive and execute orders of the Owner.
- 11.3 The Owner reserves the right to investigate the qualifications and responsibility of proposed or actual Subcontractors and to prohibit same from performing Work under this Contract 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, but is not limited to, financial condition, experience, character of workers, condition of equipment and/or past performance. If the Owner has reasonable objection to any such proposed person or entity, the Design-Builder will submit a substitute to whom the Owner has no reasonable objection. The Design-Builder will not contract with a proposed person or entity to whom the Owner has made reasonable and timely objection. The Design-Builder will not be required to contract with anyone whom the Design-Builder has reasonable objection.
- 11.4 The Design-Builder will not change a Subcontractor, person or entity listed in the Design-Builder's Subcontractors list without permission of the Owner. The Design-Builder will notify the Owner in writing within 48 hours of such change. The Owner will have three (3) business days to object to such change in writing.
- 11.5 By appropriate agreement, written where legally required for validity, the Design-Builder will require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Design-Builder by the terms and conditions of this Contract and to assume toward the Design-Builder all the obligations and responsibilities which the Design-Builder, by these Contract Documents, assumes toward the Owner. The Design-Builder shall require all Subcontractors and suppliers to comply with the Owner's safety plan, if applicable. Nothing herein shall limit the Design-Builder from imposing more stringent safety requirements than the Owner's safety plan on Subcontractors and suppliers. Each subcontract agreement will preserve and protect the rights of the Owner 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 agreement, the benefit of all rights, remedies and redress against the Design-Builder that the Design-Builder, by the Contract Documents, has against the Owner. Where

appropriate, the Design-Builder will require each Subcontractor to enter into similar agreements with sub-subcontractors. The Design-Builder will make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, 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 agreement 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. For all federally funded projects, the Design-Builder will provide a copy of their subcontract agreement template to the Owner prior to the execution of any subcontracts for the Owner's review of required contract provisions.

- 11.6 The Design-Builder will provide to the Owner fully signed copies of all subcontracts and proposals with the submission of the Subcontractor's first billing in the submitted application for payment. The Design-Builder will provide to the Owner fully signed copies of all Change Orders with Subcontractors with the submission of all applicable subcontractor billings.
- 11.7 The Owner reserves the right, but does not assume the obligation to, pay any and all Subcontractors and suppliers directly or via joint check if a dispute arises with the Design-Builder.
- 11.8 At the sole discretion of the Owner, the Design-Builder may provide subcontractor default insurance (SDI) in lieu of subcontractor bonds. The budget for SDI will be included in the GMP as an allowance. At the end of the project, the SDI allowance will be reconciled to the actual cost of the premium plus the Design-Builder's Fee. The Design-Builder will be responsible for all deductible and co-insurance amounts at no cost to the Owner.
- 11.9 If the Design-Builder incurs any reimbursable costs arising out of or related to a transaction between the Design-Builder or Designer and a Related Party, the Design-Builder shall notify the Owner in writing of the specific nature of the contemplated transaction, including the identity of the Related Party and the anticipated costs to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a reimbursable Cost of the Work, and the Design-Builder shall procure the Work, equipment, goods or services from the Related Party, as a Subcontractor, according to the terms of this Article. If the Owner fails to authorize the transaction, the Design-Builder shall procure the Work, equipment, goods and service from some person or entity other than a Related Party according to the terms of this Article.

ARTICLE 12
WORK BY OWNER OR OWNER'S SEPARATE CONTRACTORS

- 12.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces and to award separate agreements in connection with other portions of the Project or other construction or operations on the Project site.
- 12.2 The Design-Builder will afford the Owner and the Owner's separate contractor reasonable opportunity for delivery and storage of materials and equipment and performance of activities and will connect and coordinate the Design-Builder's construction and operations with the Owner or the Owner's contractor as required in the Contract Documents at no additional cost to the Owner.
- 12.3 Costs or damages arising out of delays or defective construction will be borne by the party responsible subject to the terms of this Contract.
- 12.4 The Design-Builder, with the Owner's assistance, will coordinate the Work of the Design-Builder with each separate contractor, who will cooperate with them. The Owner will provide for the coordination of the Owner's own forces with the Work of the Design-Builder, who will cooperate with them. The Design-Builder will coordinate with other separate contractors and/or the Owner in reviewing their respective construction schedules. The Design-Builder 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 Design-Builder, separate contractors and/or the Owner until subsequently revised.

ARTICLE 13
INDEMNIFICATION

- 13.1 To the maximum extent permitted by Florida law, in addition to the Design-Builder's obligation to provide, pay for and maintain insurance as set forth elsewhere in this Contract, the Design-Builder will indemnify and hold harmless the Owner, 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 dispute resolution) caused in whole or in part from:
1. The presence on, use or occupancy of the Owner's 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, order, decree, ordinance, Federal Directive or Federal Circular;
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 Design-Builder or the Design-Builder's officers, employees, agents, volunteers, Subcontractors, invitees, or any other person directly or indirectly employed or utilized by the Design-Builder, whether the liability, suit, claim, procedure, lien, expense, loss, cost, royalty, fine or damages is caused in part by an indemnified party. This indemnity obligation expressly applies, and shall be construed to include, any and all claims caused in part by negligence, acts or omissions of the Owner, its members, officers, agents, employees, and volunteers.

13.2 In addition to the duty to indemnify and hold harmless, the Design-Builder will have the separate and independent duty to defend the Owner, 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 the:

1. Presence on, use or occupancy of the Owner's 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, order, decree, ordinance, Federal Directive or Federal Circular;
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 Design-Builder or the Design-Builder's officers, employees, agents, volunteers, Subcontractors, invitees, or any other person directly or indirectly employed or utilized by the Design-Builder regardless of whether it is caused in part by the Owner, its members, officers, agents, employees, or volunteers. This duty to defend exists immediately upon presentation of written notice of a suit, claim or action of any nature

to the Design-Builder by a party entitled to a defense hereunder. This defense obligation expressly applies, and shall be construed to include, any and all claims caused in part by negligence, acts or omissions of the Owner, its members, officers, agents, employees, and volunteers.

- 13.3 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, the Design-Builder agrees to the following: To the maximum extent permitted by Florida law, the Design-Builder will indemnify and hold harmless the Owner, its members, officers, agents, employees, and volunteers from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Design-Builder and persons employed or utilized by the Design-Builder in the performance of this Contract.
- 13.4 If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by Fla. Stat. § 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 this Contract or (iii) \$1,000,000.00. Otherwise, the obligations of this Article will not be limited by the amount of any insurance required to be obtained or maintained under this Contract.
- 13.5 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 Design-Builder 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 Design-Builder and persons employed or utilized by the Design-Builder 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.
- 13.6 The Design-Builder's obligations to defend and indemnify as described in this Article 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 is fully and finally barred by the applicable statute of limitations or repose.
- 13.7 Nothing in this Article or 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.

- 13.8 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 the Design-Builder of any of its obligations under this Article.
- 13.9 If the above Paragraphs 13.1-13.8 or any part of Paragraphs 13.1-13.8 are deemed to conflict in any way with any law, the Article or part of the Article will be considered modified by such law to remedy the conflict.

ARTICLE 14 SUCCESSORS AND ASSIGNS

- 14.1 The Owner and the Design-Builder respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Contract and to the partners, successors, legal representatives and assigns of such other party with respect to all terms and conditions of this Contract.
- 14.2 Except as hereinafter provided, neither party to this Contract will assign this Contract or sublet it, in whole or in part, without the written consent of the other, nor will the Design-Builder assign any monies due or to become due hereunder, without the previous written consent of the Owner. If the Design-Builder attempts to make such an assignment without such consent, the Design-Builder will nevertheless remain legally responsible for all obligations under this Contract.
- 14.3 The Owner reserves the right to transfer its interests herein to any other governmental body authorized by law to operate the airport(s).

ARTICLE 15 TERMINATION OF PROFESSIONAL DESIGN SERVICES

Prior to termination of the services of any licensed design professional employed by the Design-Builder, the Design-Builder will identify to the Owner in writing another licensed design professional with respect to whom the Owner has no reasonable objection, who will provide the services originally to have been provided by the licensed design professional whose services are being terminated.

ARTICLE 16 MUTUAL RESPONSIBILITY

- 16.1 If any part of the Design-Builder'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 Design-Builder written notice of the date when the other contractor will have

completed its construction or any applicable portion thereof and the Design-Builder will have fifteen (15) days from that date within which to inspect the other contractor's construction or any applicable portion thereof and to accept said construction or to reject said construction in writing to the Owner, reciting all discrepancies or defects which affect the Design-Builder's Work and therefore will need remediation. Upon receipt of such statement, the Owner will see that necessary remediation is made and will notify the Design-Builder when remedial work is complete. The Design-Builder will have fifteen (15) days from the completion date of remedial work to reinspect and report again to the Owner, in order to determine that discrepancies or defects complained of have been corrected.

- 16.2 Failure of the Design-Builder to inspect and report as required will constitute an acceptance of the other contractor's construction, or any applicable portion thereof, as fit and proper to receive the Design-Builder's Work, except as to latent defects which may develop in the other separate contractor's construction or any applicable portion thereof after the execution of the Design-Builder's Work.
- 16.3 Upon completion of the other contractor's construction or any applicable portion thereof, the area will be turned over to the Design-Builder.
- 16.4 The Design-Builder will promptly remedy damage wrongfully caused by the Design-Builder to completed or partially completed construction or to property of the Owner or separate contractor at no cost to the Owner.

**ARTICLE 17
RIGHTS AND REMEDIES**

- 17.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder will be in addition to duties, obligations, rights and remedies imposed or available by law and not a limitation thereon.
- 17.2 No action or failure to act by the Owner or the Design-Builder will constitute a waiver of a right or duty afforded them under this 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.
- 17.3 Continued performance by the Design-Builder as to the terms and conditions of this Contract after default of the Design-Builder 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 this Contract or any power therein reserved to the Owner of any rights to damages therein provided.

- 17.4 Final acceptance of the Work will not preclude or estop 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 estopped from recovering from the Design-Builder or the Design-Builder's surety, or both, such overpayment as may be sustained by the failure on the part of the Design-Builder to fulfill the Design-Builder's obligations under this Contract. A waiver, on the part of the Owner, of any breach of any part of this Contract by the Design-Builder will not be held to be a waiver of any other breach by the Design-Builder.
- 17.5 The Design-Builder, without prejudice to the terms and conditions of this Contract, will be liable to the Owner for latent defects, fraud, or such gross mistakes as may amount to fraud, or as relates to the Owner's rights under any warranty or guaranty.
- 17.6 The Design-Builder's remedies are limited to those remedies specified herein. To the fullest extent permitted by law, the Design-Builder agrees that it is not entitled to nor will it seek equitable adjustment of any of the terms of this contract including but not limited to the Contract Time and GMP Contract Sum. This provision shall take precedence over any conflicting contract provisions.

ARTICLE 18 TESTS AND INSPECTIONS

- 18.1 In addition to quality control, which is the Design-Builder's sole responsibility, tests, inspections and approvals of portions of the Work required by the Contract Documents or by Laws will be made at appropriate times.
- 18.2 The Design-Builder will make arrangements and pay for such tests, inspections and approvals with an independent testing laboratory or entity selected by the Design-Builder and acceptable to the Owner or with the appropriate public authority other than the Owner. The Design-Builder will give the Owner no less than two business days' notice of when and where tests, inspections and approvals are to be made so that the Owner may observe such.
- 18.3 If the Owner or other public authority having jurisdiction determines that portions of the Work require additional testing, inspection or approval not included under Paragraph 18.1, the Owner will, in writing, instruct the Design-Builder to make arrangements for such additional testing, inspection or approval and the Design-Builder will give the Owner no less than two business days' notice of when and where such tests, inspections and approvals are to be made so the Owner may observe such.
- 18.4 If such procedures for testing, inspection or approval under this paragraph reveal failure of portions of the Work to comply with requirements established by the Contract

Documents, any additional testing, inspection or approval will be borne by the Design-Builder at no cost to the Owner. In addition, the Design-Builder will bear, at no cost to the Owner, all costs made necessary by such failure, including those of corrective Work, repeated procedures and compensation for the Owner's costs.

- 18.5 The Design-Builder will secure and promptly deliver to the Owner at the same time as they are made available to the Design-Builder any required certificates of testing, inspection or approval, any occupancy permits, any certificates of final inspection of any part of the Design-Builder's Work and any operating permits for any mechanical apparatus, such as elevators, chillers, air handlers, 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 will be a condition precedent to Substantial Completion of the Work or designated portion thereof.
- 18.6 Management and documented tracking and control of all tests, inspections or approvals conducted pursuant to the Contract Documents will be the sole responsibility of the Design-Builder and all records will be verified, tracked, documented, and conducted to avoid unreasonable delay in the Work. All tests, inspections and approvals documentation will be made available to the Owner at the same time as they are made available to the Design-Builder.

ARTICLE 19 TERMINATION OR SUSPENSION OF THE CONTRACT

19.1 WRITTEN NOTICE FOR TERMINATION OR SUSPENSION

19.1.1 Written notice will be deemed to have been duly served if delivered at or sent by certified mail to the address provided in Article 1.

19.2 TERMINATION BY THE OWNER FOR CAUSE

19.2.1 The Owner may terminate this Contract if the Design-Builder:

19.2.1.1 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

19.2.1.2 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

- 19.2.1.3 Performs the Work unsuitably, or neglects or refuses to remove materials or to perform anew such Work as may be rejected by the Owner as unacceptable or unsuitable; or
- 19.2.1.4 Fails to comply with Contract requirements regarding minimum wage payments, EEO or DBE requirements; or
- 19.2.1.5 Disregards Laws; or
- 19.2.1.6 Allows any final judgment against it to remain unsatisfied for a period of 30 days; or
- 19.2.1.7 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
- 19.2.1.8 Makes an assignment 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
- 19.2.1.9 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 Design-Builder's property for the benefit of creditors; or
- 19.2.1.10 Materially breaches any provision in this Contract; or
- 19.2.1.11 If at any time the Surety executing the bonds is determined by the Owner to be unacceptable and the Design-Builder fails to furnish an acceptable substitute Surety within ten days after notice from the Owner; or
- 19.2.1.12 Fails or refuses to perform any other obligation under the Contract, and fails to remedy such nonperformance within ten days after notice of the occurrence by the Owner; or
- 19.2.1.13 Fails to achieve the required Interim, Substantial or Final Completion dates.

- 19.2.2 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 Design-Builder and the Design-Builder's Surety. If the Design-Builder 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, collectively or individually:
- 19.2.2.1 To immediately take the prosecution of the Work out of the hands of the Design-Builder; or
 - 19.2.2.2 Declare the Design-Builder in default; or
 - 19.2.2.3 Terminate, in whole or in part, this Contract; or
 - 19.2.2.4 Exercise any other remedy available to it at law or under the Contract.
- 19.2.3 Upon termination of this Contract, the Owner may, subject to any prior rights of the Design-Builder's Surety:
- 19.2.3.1 Take possession of the site and of all materials, equipment, tools, and machinery thereon owned by the Design-Builder;
 - 19.2.3.2 Take automatic assignment of any or all subcontracts in its sole discretion on its behalf or for subsequent assignment to follow on with design; and
 - 19.2.3.3 Finish the Work by whatever method the Owner may deem expedient and necessary.
- 19.2.4 When the Owner terminates this Contract for cause, the Owner will be entitled to hold all amounts due the Design-Builder at the date of termination until completion of the Work and final evaluation of the Owner's damages associated with the termination. The Design-Builder 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 Design-Builder and the Surety will be liable and will pay to the Owner the amount of such excess. If the unpaid balance of the GMP 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 Design-Builder and/or the Design-Builder's Surety.

- 19.2.5 Upon termination of this Contract, the Owner has no liability for anticipated profits for unfinished work.
- 19.2.6 Termination of this Contract, or any portion thereof, will not relieve the Design-Builder or the Design-Builder'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 Design-Builder. Liability for liquidated damages, if any, will continue to accrue as set forth in the Contract Documents.
- 19.2.7 The Owner's right of 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, or under the terms of the 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 19.3 and the Design-Builder shall only be entitled to those rights and remedies expressly stated in Paragraph 19.3 and in no event shall the Design-Builder be entitled to any damages or remedies for wrongful termination.

19.3 TERMINATION BY THE OWNER FOR CONVENIENCE

- 19.3.1 Notwithstanding anything else in this Contract, the Owner, in its sole and absolute discretion, may at any time terminate the Work under this Contract, in whole or in part, for the Owner's convenience and without cause by written notice to the Design-Builder specifying the extent of the termination and the effective date.
- 19.3.2 Upon receipt of the written notice from the Owner of such termination, the Design-Builder will immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due:
- 19.3.2.1 Complete performance of the Work not terminated and cease operations as directed by the Owner in the notice;
- 19.3.2.2 Take actions necessary, or as directed by the Owner, for the protection and preservation of the Work;
- 19.3.2.3 Except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and orders for materials, services or facilities and enter into no further subcontracts and orders, unless otherwise directed by the Owner;
- 19.3.2.4 With approval or ratification to the extent required by the Owner, settle outstanding liabilities and termination settlement proposals, if any, arising out of the termination of subcontracts;

- 19.3.2.5 As directed by the Owner, transfer title and deliver to the Owner (1) the fabricated or unfabricated parts, Work in progress, completed Work, applicable warranties, supplies, and other material produced or acquired for the portion of the terminated Work, and (2) the completed or partially completed plans, Drawings, electronic data, information and other property that, if this Contract had been completed, would be required to be furnished to the Owner; and
- 19.3.2.6 Use its best effort to sell, as directed or authorized by the Owner, any property of the types referred to in Paragraph 19.3.2.5 of this clause; provided, however, that the Design-Builder (1) is not required to extend credit to any purchaser and (2) may acquire the property under the conditions prescribed by and at prices 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.
- 19.3.3 The Design-Builder will submit to the Owner a complete 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 of the termination. Within 30 days, the Owner will accept title to those items and remove them or enter into a storage agreement. 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.
- 19.3.4 When the Owner terminates this Contract or any portion thereof for convenience, the Design-Builder will be entitled to payment for Work finished, installed or in process which is acceptable to the Owner up to the date of termination, including reasonable profit on the completed Work and for the Design-Builder's reasonable increased direct costs incurred as a result of the termination and for reasonable increased direct costs as described in Section 19.3.5. The agreed amount may not exceed the total GMP Contract Sum as reduced by the amount of payments previously made. No payment of any kind or amount will be made for items of Work not started. The Design-Builder shall not be entitled to and expressly waives any claim for loss of anticipated profit, overhead of any kind, including home office and jobsite overhead, or other indirect impacts.
- 19.3.5 The reasonable increased direct costs incurred as a result of the terminated Work include:

- 19.3.5.1 Reasonable non-legal expenses including accounting and clerical expenses necessary only for the preparation of termination settlement proposals and support data; and
 - 19.3.5.2 Storage, transportation and other costs incurred, which are reasonably necessary for the preservation, protection, or disposition of the termination inventory.
- 19.3.6 In arriving at the amount due the Design-Builder, the following amounts may be deducted:
- 19.3.6.1 All advances or other payments to the Design-Builder under the terminated portion of this Contract;
 - 19.3.6.2 Any claim which the Owner has against the Design-Builder under this Contract;
 - 19.3.6.3 The agreed price for, or the proceeds from, the sale of materials, supplies, or any other asset acquired by the Design-Builder or sold under the provisions of this Contract and not recovered by or credited to the Owner; and
 - 19.3.6.4 The value, as determined by the Owner, for property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the Owner.
- 19.3.7 Unless otherwise provided in this Contract or by statute, the Design-Builder 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 terminated portion of this Contract for five years after final settlement. This includes all books, records, documents, electronic data and other evidence bearing on the Design-Builder's costs and expenses under this Contract. The Design-Builder will make these records, documents and electronic data available to the Owner, at the Design-Builder's office, at reasonable times without any direct charge to the Owner.
- 19.3.8 The Owner will terminate this Contract or portion thereof by written notice when the Design-Builder is prevented from proceeding with this Contract as a direct result of an Executive Order of the President of the United States.
- 19.3.9 Termination of this Contract, or portion thereof, under this Section 19.3 does not relieve the Design-Builder or the Design-Builder'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.

19.4 SUSPENSION BY OWNER FOR CONVENIENCE

19.4.1 The Owner may, without cause, by written order, direct the Design-Builder to suspend, delay or interrupt all or any part of the Work for such period of time as the Owner may determine to be appropriate for the convenience of the Owner.

19.4.2 If it should become necessary to suspend Work for a period, the Design-Builder will be granted an appropriate extension to the Contract Time for the period of suspension, which will not exceed the day-for-day period of suspension. The Owner may adjust the GMP Contract Sum for reasonable increases in the direct cost of performance of the Work (excluding profit) necessarily caused by such suspension, delay or interruption.

19.4.3 The Design-Builder will maintain and secure the Project, properly store all materials, provide for suitable drainage and provide any temporary structures that may be required during the suspension period. All established living material will be properly and continuously maintained in an acceptable growing condition throughout the suspension period.

19.4.4 No adjustments will be made for any suspension, delay or interruption to the extent that:

19.4.4.1 Performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Design-Builder is responsible;
or

19.4.4.2 An adjustment is made or denied under another provision of this Contract.

ARTICLE 20 OWNER'S RIGHT TO CARRY OUT THE WORK

20.1 If the Design-Builder 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 commence and continue correction of such Work with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, an appropriate Change Order will be issued deducting from payments then or thereafter due the Design-Builder the cost of correcting such deficiencies, including compensation for the Owner's additional services and expenses made necessary by such default, neglect or failure to perform. Such Change Order will be

deemed signed by the Design-Builder for purposes stated in Paragraph 8.2 even if the Design-Builder fails to physically sign such Change Order. If payments then or thereafter due the Design-Builder are not sufficient to cover such amounts, the Design-Builder will pay the difference to the Owner within ten (10) days of the Owner's demand for same.

- 20.2 The Owner may remove such nonconforming Work and store the salvageable materials or equipment at the Design-Builder's expense. If the Design-Builder does not pay costs of such removal and storage within ten days after written notice, the Owner may sell such materials and equipment at auction or a private sale and will account for the proceeds thereof after deducting costs and damages that should have been borne by the Design-Builder, including compensation for the Owner's costs made necessary. If such proceeds of sale do not cover costs which the Design-Builder should have borne, the GMP Contract Sum will be reduced by the deficiency. If payments then or thereafter due the Design-Builder are not sufficient to cover such amount, the Design-Builder will pay the difference to the Owner within ten (10) days.

ARTICLE 21 BASIS OF COMPENSATION

- 21.1 The Owner will compensate the Design-Builder for services rendered under this Contract, as described below:

The sum of the Cost of the Work and the Design-Builder's Fee are guaranteed by the Design-Builder not to exceed the amount provided in Paragraph 21.2.1, subject to additions and deductions by changes in the Work as provided in the Contract Documents. Such maximum sum as adjusted by approved changes in the Work is referred to in the Contract Documents as the GMP Contract Sum.

21.2 COMPENSATION

21.2.1 For the Design-Builder's successful performance of the Work as described in the Contract Documents, the Owner will pay the Design-Builder the Cost of the Work plus the Design-Builder's 5.25% Fee up to the GMP Contract Sum of Ninety One Million Sixty Six Thousand Six Hundred Sixty Six and No One Hundredth Dollars (\$91,066,666), subject to additions and deductions by changes in the Work as provided in the Contract Documents.

21.2.2 Costs which would cause the GMP Contract Sum to be exceeded will be paid by the Design-Builder at no cost to the Owner.

21.2.3 The Design-Builder's GMP Proposal on which the GMP Contract Sum is based includes allowance items, assumptions, clarifications, schedule, geotechnical

reports, the Drawings, the Specifications, and addenda made in preparing the GMP Contract Sum.

21.2.4 Compensation for changes in the Work under this Contract will be based on the scope of work required, all in accordance with the terms of Article 8.

21.3 COST OF THE WORK

21.3.1 The term “Cost of the Work” will mean costs necessarily incurred by the Design-Builder in the proper performance of the Work. Such costs will be at rates not higher than those customarily paid at the place of the Project, except with prior written consent of the Owner. The reimbursable Cost of the Work is limited to the following:

21.3.1.1 LABOR COSTS

21.3.1.1.1 Wages of construction workers directly employed by the Design-Builder to perform the Work at the site or at off-site workshops. In lieu of the actual wages, agreed upon wages for the above personnel may be paid if wages are reviewed and approved in advance in writing by the Owner.

21.3.1.1.2 Wages or salaries of the Design-Builder’s supervisory and administrative personnel stationed at the site with the Owner’s concurrence. In lieu of the actual wages, agreed upon wages for the above personnel may be paid if wages are reviewed and approved in advance in writing by the Owner.

21.3.1.1.3 Only with the Owner’s prior written approval, salaries of technical and professional employees of the Design-Builder when engaged at the Design-Builder’s off-site office performing Work required in the areas of project management, estimating, engineering, accounting and purchasing. Upon request by the Owner, all time shall be documented by timesheets and payroll records, which shall comprise part of each application for payment submitted by Design-Builder. In lieu of the actual wages, agreed upon wages for the above personnel may be paid if wages are reviewed and approved in advance in writing by the Owner.

21.3.1.1.4 Only with the Owner’s prior written approval, wages and salaries of the Design-Builder’s supervisory or administrative personnel engaged, at factories, workshops or on the road in

expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work. Upon request by the Owner, all time shall be documented by timesheets and payroll records, which shall comprise part of each application for payment submitted by Design-Builder. In lieu of the actual wages, agreed upon wages for the above personnel may be paid if wages are reviewed and approved in advance in writing by the Owner.

21.3.1.1.5 Costs paid or incurred by the Design-Builder for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, and vacations, provided that such costs are based on wages and salaries included in the Cost of the Work under Paragraphs 21.3.1.1.1 through 21.3.1.1.4. In lieu of the above costs, agreed upon burden rate(s) for the above costs may be paid, if benefits are reviewed and approved in advance by the Owner.

21.3.1.1.5.1 Upon the request of the Owner, the Design-Builder shall fully substantiate all elements of the burden rate(s) to the Owner and the Owner shall be entitled to a retroactive adjustment in the burden rates(s) if it is determined that the burden rate(s) used overstates the actual costs of the elements. This paragraph does not apply to agreed upon wages if wages are reviewed and approved in advance in writing by the Owner.

21.3.1.2 SUBCONTRACT COSTS

21.3.1.2.1 Payments made or owed by the Design-Builder to Subcontractors for Work performed in accordance with the requirements of this Contract.

21.3.1.3 COSTS OF MATERIALS AND EQUIPMENT INCORPORATED INTO THE WORK

21.3.1.3.1 Costs, including transportation, of materials and equipment incorporated or to be incorporated into the Work.

21.3.1.3.2 Costs of Materials and Equipment described in the preceding paragraph includes the excess of those actually installed but required to provide reasonable allowance for waste and for spoilage. Unused excess materials, if any, will be handed over to the Owner at the completion of the Work or, at the Owner's option, will be sold by the Design-Builder. Amounts realized from such sales will be credited to the Owner as a deduction from the Cost of the Work.

21.3.2 COSTS OF OTHER MATERIALS AND EQUIPMENT, TEMPORARY FACILITIES AND RELATED ITEMS

21.3.2.1 Costs, including transportation, of installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by the construction workers which are provided by the Design-Builder at the Project site and fully consumed in the performance of the Work. Costs for those items not fully consumed less salvage value, whether sold to others or retained by the Design-Builder. Cost will be based on current fair market value. These costs must be supported by field usage records.

21.3.2.2 Rental charges for temporary facilities, machinery, equipment and hand tools not owned by the construction workers which are provided by the Design-Builder at the Project site, whether rented from the Design-Builder or others, and costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof. Rates and quantities of equipment rented will be subject to the Owner's approval. Rental rates or charges for equipment owned by Design-Builder or a Design-Builder's affiliates will not exceed rates or charges for equipment supplied by a rental agency. The Owner shall not pay more than 75% of the replacement value of each piece of equipment or hand tool as a rental charge. Any rental charges in excess of 75% of replacement value of each piece of equipment or hand tools shall be borne by the Design-Builder. The terms of this Article may not be waived by the Owner unless such waiver is in writing and makes specific reference to this Article.

21.3.2.3 Costs of removal of debris from the Project site.

21.3.2.4 Reproduction costs, including plotting, internet service, field office postage, express delivery charges, cellular and telephone service, at the Project site.

21.3.2.5 With the Owner's prior approval, expenses for parking at Tampa International Airport and transportation related to the Project outside of Hillsborough, Pinellas and Pasco Counties, including airplane and automobile travel, airport parking other than at Tampa International Airport, and the cost of meals and lodging in the event overnight travel related to the Project is required. Only travel expenses related to the performance of the Work are reimbursable. Travel expenses should include the business purpose of the travel. The most efficient and economical means of transportation is required. The Travel Plan included in Attachment 1, Guaranteed Maximum Price Proposal is to be considered approved by execution of this Contract. Any additional travel will require pre-approval by the Owner and be subject to the Owner's Travel Policy. Employee expense sheets are required as well as supporting originals or legible copies of all receipts.

21.3.3 OWNER'S ALLOWANCES

21.3.3.1 The Design-Builder has included in the GMP Contract Sum all Owner's 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 Design-Builder will not be required to employ persons or entities against which the Design-Builder makes reasonable objection.

21.3.3.2 Unless otherwise provided in the Contract Documents:

21.3.3.2.1 Owner's Allowances will cover the cost to the Design-Builder of materials and equipment delivered at the site and all required taxes, less applicable trade discounts.

21.3.3.2.2 The Design-Builder's mark-up costs are included in the Owner's Allowance amount for authorized work and are not included in the Design-Builder's Fee.

21.3.3.2.3 Whenever costs are more than or less than the Owner's Allowance, the GMP Contract Sum will be adjusted accordingly by Change Order.

21.3.3.3 The maximum percentage for total overhead and profit and any other expense items covered by the Owner's Allowance will be as follows:

21.3.3.3.1 For the Design-Builder, 10% and the agreed upon the Design-Builder's Fee of any items covered by the Owner's Allowance performed by the Design-Builder's own forces;

21.3.3.3.2 For the subcontractor, 15% of any items covered by the Owner's Allowance performed by the subcontractor, plus the agreed upon the Design-Builder's Fee for the Design-Builder;

21.3.3.3.3 For any lower tier subcontractor, 15% of any net increase of cost of any Work performed by the lower tier subcontractor's own forces, plus 5% for any higher tier subcontractor, plus the agreed upon the Design-Builder's Fee of any net increase in the cost of the Work for the Design-Builder; and/or

21.3.3.3.4 Per the Work Order negotiations.

21.3.4 MISCELLANEOUS COSTS

21.3.4.1 That portion of insurance and bond premiums directly attributable to this Contract.

21.3.4.2 Sales or other similar taxes imposed by a governmental authority which are related to the Work and for which the Design-Builder is liable.

21.3.4.3 Fees and assessments for permits, licenses and inspections for which the Design-Builder is required to pay in accordance with the Contract Documents.

21.3.4.4 Fees of testing laboratories for tests required by the Contract Documents, except those related to nonconforming Work.

21.3.4.5 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents.

21.3.4.6 Data processing labor costs for scheduling and estimating services related to the Work.

21.3.4.7 Deposits lost for causes other than the Design-Builder's negligence.

21.3.4.8 The costs incurred in repairing and/or correcting damaged Work performed by the Design-Builder or the Design-Builder's Subcontractors or suppliers, provided that such damaged Work was not caused by the negligence or failure of others and only to the extent that the cost of

repair or correction is not recoverable by the Design-Builder from insurance, bonds, Subcontractors or suppliers.

21.3.5 OTHER COSTS

Other costs that may be incurred in the performance of the Work, if any, to the extent approved in writing by the Owner.

21.4 COSTS NOT INCLUDED IN THE COST OF THE WORK

21.4.1 The Cost of the Work will not include:

- 21.4.1.1 Salaries and other compensation of the Design-Builder's personnel stationed at the Design-Builder's principal office or offices other than the site office, except as specifically provided in Paragraphs 21.3.1.1.1 thru 21.3.1.1.4.
- 21.4.1.2 Expenses of the Design-Builder's principal office and offices other than the Project site office except as specifically provided in Paragraph 21.3.
- 21.4.1.3 Overhead and general expenses, except as may be expressly included in this Article 21.
- 21.4.1.4 The Design-Builder's capital expenses, including interest on the Design-Builder's capital employed for the Work.
- 21.4.1.5 Rental costs of machinery and equipment, except as specifically provided in Paragraph 21.3.2.
- 21.4.1.6 Costs incurred in the performance of the Part 1 Contract.
- 21.4.1.7 Costs which would cause the GMP Contract Sum to be exceeded.
- 21.4.1.8 Interest payments of any kind.
- 21.4.1.9 The cost of defending suits or claims for royalties, licenses, infringement of patent or other intellectual property rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Design-Builder resulting from such suits or claims and payments of settlements made with the Owner's consent.

- 21.4.1.10 Costs due to the negligence or failure of the Design-Builder, contractors, Subcontractors or suppliers or any one directly or indirectly employed by any of them to fulfill a specific responsibility of the Design-Builder, contractors, Subcontractors and suppliers or any one directly or indirectly employed by any of them for whose acts any of them may be liable.
- 21.4.1.11 Costs to repair or replace damaged or stolen material, equipment, temporary facilities and related items.
- 21.4.1.12 Bonuses and/or profit sharing for any employee of the Design-Builder, unless required by a union contract.
- 21.4.1.13 Software and IT support, unless identified elsewhere in the GMP.
- 21.4.1.14 Costs associated with construction warranties.
- 21.4.1.15 Costs to remedy defective, rejected, or nonconforming Work, materials or equipment, unless otherwise allowable in the Contract.
- 21.4.1.16 Costs arising from Design-Builder's contractual indemnification and defense obligations.
- 21.4.1.17 Liquidated or actual damages imposed by the Owner for failure to complete the Work in the Contract Time.
- 21.4.1.18 Attorney fees, expert witness fees and Costs incurred by the Design-Builder in any dispute with the Owner except as otherwise required by law.
- 21.4.1.19 Late fees, unless caused by the Owner.
- 21.4.1.20 Licenses, fees, dues, membership costs, for personnel or the Design-Builder, unless pre-approved in writing by the Owner.

21.5 DISCOUNTS, REBATES AND REFUNDS

- 21.5.1 Discounts obtained on payments made by the Design-Builder will accrue to the Owner if (1) before making the payment, the Design-Builder included them in an application for payment and received payment from the Owner, or (2) the Owner has deposited funds with the Design-Builder with which to make payments; otherwise, discounts will accrue to the Design-Builder. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment will

accrue to the Design-Builder and the Design-Builder will make provisions so that they can be secured. All premiums for any insurance and bonds required for the Project shall reflect the net actual costs to the Design-Builder after taking into consideration cost adjustments due to experience modifiers, premium discounts, policy dividends, retrospective rating plan premium adjustments, assigned risk pool rebates, Owner Direct Purchase Program, and other savings.

21.5.2 Amounts which accrue to the Owner in accordance with the provisions of Paragraph 21.5.1 will be credited to the Owner as a deduction from the GMP.

ARTICLE 22

OWNER'S RIGHT TO PERFORM AUDITS, INSPECTIONS, OR ATTESTATION ENGAGEMENTS

- 22.1 In connection with payments to the Design-Builder under this Contract, it is agreed the Design-Builder 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 (GAAP). The Owner, Federal Aviation Administration, Federal Highway Administration, Florida Department of Transportation, FEMA, Florida Department of Financial Services, Florida Auditor General, Florida Inspector General, Florida Chief Financial Officer, and the Comptroller General of the United States, or any duly authorized representative of each (Auditors), may have the right to initiate and perform audits, inspections, or attestation engagements over the Design-Builder's records for the purpose of determining payment eligibility under this Contract and compliance with this Contract. Free and unrestricted access will be granted to any and all of the Design-Builder's records, including books, documents, papers, accounting procedures and practices, and any other supporting evidence the Auditors deem pertinent to this Contract as well as records of parent, affiliate and subsidiary companies. The Design-Builder shall maintain such books and records for five years after the end of the term of this Contract.
- 22.2 If the records are kept at locations other than the Airport, the Design-Builder will arrange for said records to be brought to a location convenient to Auditors or will provide records electronically in a computer-readable format acceptable to the Auditors at no additional cost to conduct the engagement as set forth in this Article. The Design-Builder shall allow Auditors to photocopy any records the Auditors determine to be necessary to conduct and support the engagement. The Design-Builder shall not charge Authority for reasonable use of the Design-Builder's photocopy machine while conducting the engagement, nor for any cost of retrieving, downloading to storage media and/or printing any records or transactions stored in electronic format.
- 22.3 The Design-Builder agrees to deliver or provide access to all records requested by Auditors within fourteen (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 seven (7) calendar days of each request. The parties recognize that the Owner will incur additional

costs if records requested by the 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 the Design-Builder may be assessed liquidated damages of one hundred dollars (\$100), in addition to other contractual financial requirements, for each item in a records request, per calendar day, for each time the Design-Builder is late in submitting requested records to perform the engagement. Accrual of such damages will continue until specific performance is accomplished. These liquidated damages are not an exclusive remedy and the Owner retains its rights, including but not limited to, its rights to elect its remedies and pursue all legal and equitable remedies. The parties expressly agree that these liquidated damages are not a penalty and represent reasonable estimates of fair compensation for the losses that reasonably may be anticipated from the Design-Builder's failure to comply.

- 22.4 Auditors have the right during any engagement to interview the Design-Builder's employees, Subcontractors, subconsultants, suppliers or any other persons associated with the Work or this Contract, to make photocopies, and to inspect any and all records upon request. The right to initiate an engagement, inspection or attestation engagement will extend during the contract period and for five years after the completion date of the Work, or five years after the termination of this Contract, whichever occurs later.
- 22.6 The Design-Builder will provide all information and reports requested by the Auditors, 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 Design-Builder's books, records, accounts, documents, papers, or other sources of information, and its facilities as may be determined by the Auditors to be pertinent to ascertain compliance with this Article. The Design-Builder will keep all Project accounts and records which fully disclose the amount of the Design-Builder's GMP Proposal. 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.
- 22.7 In the event the Design-Builder has overcharged the Owner, the Design-Builder 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 Design-Builder has overcharged the Authority by more than 3% of the correct reimbursable amount, the Owner may assess and the Design-Builder will pay for the entire cost of the audit.
- 22.8 The Design-Builder 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.
- 22.9 Approvals by the 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 perform audits, inspections, or attestation engagements.

- 22.10 The Design-Builder 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.
- 22.11 The Design-Builder 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.

ARTICLE 23
GUARANTEED COMPLETION DATE

- 23.1 The Design-Builder will commence the Work within 10 days of the date set by the Owner in a written Notice to Proceed. The Design-Builder will achieve Substantial Completion of the Work no later than the Guaranteed Completion Date of December 17, 2025, subject to authorized adjustments and in accordance with the Contract Documents.
- 23.2 It is mutually agreed between the parties that time is of the essence of this Contract and in the event the Work has not achieved Substantial Completion by the Guaranteed Completion Date specified, it is agreed that from any money due or to become due to the Design-Builder or the Design-Builder's Surety, the Owner may retain the sum of Five Thousand and No One Hundredth Dollars (\$5,000) per day, for each day thereafter, Sundays and holidays included, until the Work is substantially completed, not as a penalty but as liquidation of a reasonable portion of loss that will be incurred by the Owner if Work is not completed on or before the Guaranteed Completion Date. Multiple Substantial Completion Dates may be defined as part of this Contract. In addition, the Owner may retain different sums as liquidated damages if Work is not completed on or before the Substantial Completion Dates.

ARTICLE 24
PERFORMANCE BOND AND PAYMENT BOND

- 24.1 The Design-Builder will furnish a Statutory Payment Bond and a Common Law Performance Bond (Bonds) for the full and faithful performance of the Work, meeting the standards specified herein, on the bond forms attached to this Contract as Attachment 2, with a certified Power of Attorney Affidavit attached, each in the full amount of the GMP Contract Sum.
- 24.2 All Bonds required under this Contract will be written through a reputable and responsible surety bond agent, licensed to do business in the State of Florida and with an acceptable Surety company which holds a Certificate of Authority authorizing it to write surety bonds in the State of Florida. Bonds will be furnished to the Owner not later than seven days after the Notice of Award. Prior to the commencement of any of the Work, but not later

than 30 days from the date of the Notice of Award, the Design-Builder will record the Bonds in the Official Records of Hillsborough County, Florida.

24.3 An acceptable Surety company must meet all of the following requirements:

24.3.1 Hold a Certificate of Authority authorizing it to write surety bonds in the State of Florida.

24.3.2 Have been in business and have a record of successful continuous operations for the last five years.

24.3.3 Be listed and maintain a current Certificate of Authority as acceptable surety on federal bonds and as acceptable reinsuring companies in accordance with U.S. Department of Treasury Circular 570, current revision. The amount of Bonds issued pursuant to this Contract will not exceed the underlying limitation in the Federal Register for that Surety.

24.3.4 Have a current rating by A.M. Best Company of "B+" up to \$2,500,000.00 bond amount and "A" or better if over \$2,500,000.00 bond amount.

24.3.5 Be a responsible Surety company at the time of the Bond execution.

Should the Surety lose its Certificate of Authority according to the current Federal Register published by the U.S. Department of the Treasury, and/or should its Best rating be reduced below the rating required in Paragraph 24.3.4, the Owner will have the right to require the Design-Builder to change the Surety to an acceptable Surety company, all at the Design-Builder's expense at no cost to the Owner.

24.4 The Surety company will have a Florida licensed agent who is authorized to execute bonds for the Surety company and whose name is listed in the prescribed space on the bond forms and affidavit for all Bonds required by the Owner.

24.5 Upon the request of any person or entity appearing to be a potential beneficiary of the Bonds covering payment of obligations arising under this Contract, the Design-Builder will promptly furnish a copy of the Bonds or will permit a copy to be made. The Design-Builder must promptly furnish a copy of any notice of non-payment or other notice directed to a Surety on the project to the Owner.

24.6 If the Surety on any Bond furnished by the Design-Builder under this Contract is declared bankrupt, becomes insolvent, has its right to do business in the State of Florida terminated, ceases to be licensed to conduct business in the State of Florida, if the Owner deems the Surety upon any Bond to be unsatisfactory, or if for any reason such Bond ceases to be adequate, the Design-Builder will, at its expense at no cost to the Owner,

within five days after such occurrence, furnish additional or replacement Bond or Bonds in such form, amount, and with such Surety or Sureties as will be acceptable to the Owner. In such event, no further payment to the Design-Builder will be deemed to be due under this Contract until such new or additional security for the faithful performance of the Work is furnished in a manner and form acceptable to the Owner.

- 24.7 In the event the Bonds required in this Article are not provided, the Owner will have the right to terminate this Contract for cause.
- 24.8 Bond coverage shall be adjusted during the term of this Contract to reflect additions or deductions made by Change Orders.
- 24.9 The Owner is entitled to receive any refunded bond premiums resulting from Bond coverage adjustments.
- 24.10 The provisions of Attachment 2 – COMMON LAW PERFORMANCE BOND AND STATUTORY PAYMENT BOND are incorporated by reference into this Contract.

ARTICLE 25 GOVERNING LAW AND VENUE

This Contract has been made in and will be construed in accordance with the laws of the State of Florida. The exclusive venue for any action involving the Owner arising out of or related to the Services provided under this Contract will be in the appropriate State Court in and for the 13th Judicial Circuit for Hillsborough County, Florida, or the U.S. District Court in the Tampa Division of the Middle District of Florida. The Design-Builder shall incorporate the terms of this provision into all of its contracts, subcontracts, and other agreements of any tier and require all Designers, subconsultants, Subcontractors or suppliers to similarly incorporate the terms of this provision in their agreements.

ARTICLE 26 RESTRICTED VENDOR LISTS

- 26.1 A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a design-builder, supplier, subcontractor, or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

- 26.2 A person or affiliate who has been placed on the discriminatory vendor list kept by the Florida Department of Management Services may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a design-builder, supplier, subcontractor, or consultant under a contract with any public entity and may not transact business with any public entity as provided in Section 287.134, Florida Statutes.
- 26.3 An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by FDOT to be a non-responsible contractor, may not perform work under this Contract.

ARTICLE 27
NON-DISCRIMINATION

- 27.1 During the performance of this Contract, the Design-Builder, for itself, its assignees and successors in interest (hereinafter in this Article 27 being collectively referred to as ‘the Design-Builder’) agrees as follows:
- 27.1.1 The Design-Builder will comply with the regulations relative to non-discrimination in federally assisted programs of the Department of Transportation (DOT) Title 49, Code of Federal Regulations, Part 21, as amended from time to time (hereinafter referred to as the Regulations), which are incorporated herein by reference and made a part of this Contract.
- 27.1.2 Civil Rights. The Design-Builder, with regard to the work performed by it under the Contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of Subcontractors, including procurements of materials and leases of equipment. The Design-Builder 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. During the performance of this Contract, the Design-Builder, for itself, its assignees, and successors in interest agrees to comply with the following nondiscrimination statutes and authorities, including but not limited to:
- 27.1.2.1 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);

27.1.2.2 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);

27.1.2.3 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);

27.1.2.4 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;

27.1.2.5 The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);

27.1.2.6 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);

27.1.2.7 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);

27.1.2.8 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;

27.1.2.9 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);

27.1.2.10 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;

27.1.2.11 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, the Design-Builder must take reasonable steps to ensure that LEP persons have meaningful access to the Design-Builder's programs (70 Fed. Reg. at 74087 to 74100); and

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

- 27.1.3 In all solicitations either by competitive bidding or negotiation made by the Design-Builder for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier must be notified by the Design-Builder of the Design-Builder's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.
- 27.1.4 The Design-Builder will provide all information and reports required by the Regulations or directives issued pursuant thereto and must 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 (FAA) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Design-Builder is in the exclusive possession of another who fails or refuses to furnish this information, the Design-Builder will so certify to the Owner or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
- 27.1.5 In the event of the Design-Builder's non-compliance with the non-discrimination provisions of this Contract, the Owner will impose such contractual sanctions as it or the FAA may determine to be appropriate, including, but not limited to, withholding of payments to the Design-Builder under this Contract until the Design-Builder complies, and/or cancellation, termination or suspension of this Contract, in whole or in part.
- 27.1.6 The Design-Builder will include the provisions of Paragraphs 27.1.1 through 27.1.5 in every subcontract and subconsultant contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Design-Builder will take such action with respect to any subcontract or procurement as the Owner or the FAA may direct as a means of enforcing such provisions, including sanctions for non-compliance. Provided, however, that in the event the Design-Builder becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, the

Design-Builder may request the Owner to enter into such litigation to protect the interests of the Owner and, in addition, the Design-Builder may request the United States to enter into such litigation to protect the interests of the United States.

27.1.7 The Design-Builder assures that, in the performance of its obligations under this Contract, it will fully comply with the requirements of 14 CFR Part 152, Subpart E (Non-Discrimination in Airport Aid Program), as amended from time to time, to the extent applicable to the Design-Builder, to ensure, among other things, that no person will be excluded from participating in any activities covered by such requirements on the grounds of race, creed, color, national origin, or sex. The Design-Builder, if required by such requirements, will provide assurances to the Owner that the Design-Builder will undertake an affirmative action program and will require the same of its subconsultants.

ARTICLE 28

DISADVANTAGED BUSINESS ENTERPRISE (DBE) ASSURANCES

28.1 Owner Policy: It is the policy of the Owner that DBEs as defined in 49 CFR Part 26 will have a fair opportunity to participate in the performance of construction, architectural, engineering, and professional services contracts procured by the Owner funded in whole or in part by the U.S. Department of Transportation. The Design-Builder will take all necessary and reasonable steps in accordance therewith to ensure that DBEs have a fair opportunity to compete for and perform subcontracts under this Contract. It is the policy of the Owner that DBEs as defined in 49 CFR Part 26 will have the maximum opportunity to participate in the performance of all federally-funded agreements. Consequently, the DBE requirements of 49 CFR Part 26 and the Owner's DBE policy and program will apply to this Contract and made a part hereof.

28.1.1 The Design-Builder and any subcontractor of the Design-Builder will not discriminate on the basis of race, color, national origin, or sex in the performance of the Contract. The Design-Builder will carry out applicable requirements of the Authority's DBE Policy and Programs in the award and administration of contracts. Failure by the Design-Builder to carry out these requirements is a material breach of the Contract, which may result in the termination of the Contract or such other remedy as the Authority deems appropriate which may include, but not limited to:

28.1.1.1 Withholding monthly progress payments;

28.1.1.2 Assessing sanctions;

28.1.1.3 Liquidated damages; and/or

28.1.1.4 Disqualifying the contractor from future bidding as non-responsible.

- 28.1.2 The Design-Builder agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any contract, management contract, or subcontract, purchase or lease contract.
- 28.1.3 The Design-Builder agrees to include the statements in paragraphs (1) and (2) above in any subsequent contract or contract that it enters and cause those businesses to similarly include the statements in further contracts.
- 28.2 The Design-Builder agrees to ensure that DBEs, as defined in the Owner's DBE Policy and Program, have the maximum opportunity to participate in the performance of this Contract, and the Design-Builder will take all necessary and reasonable steps in accordance therewith to ensure that DBEs have the maximum opportunity to compete for and perform subcontracts.
- 28.3 DBE Goals. In compliance with the Owner's DBE Policy and Program, the Design-Builder's minimum DBE commitment is established as the sum total of the verified Letter(s) of Intent for each portion of the Project submitted with their response. The DBE goal stated below is the sum total of the certified DBE's listed in the Design-Builder's fee and scope proposal which is attached hereto and which will be enforceable under the terms of this Contract. The Design-Builder will subcontract to certified DBEs at least 20.5% of the cumulative dollar value for the design Work earned under the Part 1 and this Part 2 Contract, and at least 13% of the dollar value of the construction Work earned under this Part 2 Contract.
- 28.4 All DBEs interested in participating in contracting/subcontracting opportunities must be certified as eligible DBEs before said business enterprises begins their portion of the Contract work. Only certified DBEs will count toward the DBE goal. If the Design-Builder fails to achieve the DBE goal stated herein, it will be required to provide documentation demonstrating that it made good faith efforts in attempting to do so.
- 28.5 Reporting Requirements: The Design-Builder agrees that, within 15 days after the expiration of each calendar month during the term of the Contract beginning on the effective date of the Contract, it will provide a DBE Utilization Activity report to the Owner's Business Diversity Manager reflecting, as applicable, in a form acceptable to the Owner, the Design-Builder's total dollar value received under the Contract for the applicable period and the amount expended for the purchase of goods and services from each DBE firm during that period, calculated in accordance with the requirements of the Owner's DBE Policy and Program.
- 28.6 Monitoring: The Owner will monitor the compliance and good faith efforts of the Design-Builder in meeting these requirements. The Owner will have access to the necessary records to examine such information as may be appropriate for the purpose of investigating and determining compliance with this subsection, including, but not limited to, records, records

of expenditures, contracts between the Design-Builder and the DBE participant, and other records pertaining to the DBE participation plan, which the Design-Builder will maintain for a minimum of three years following the end of the Contract. Opportunities for DBE participation will be reviewed prior to the exercise of any renewal, extension or material amendment of the Contract to consider whether an adjustment in the DBE requirement is warranted. Without limiting the requirements of the Contract, the Owner reserves the right to review and approve all subleases or subcontracts utilized by the Design-Builder for the achievement of these goals.

- 28.7 The Design-Builder agrees to indemnify the Owner from the loss of any funds or other damages that may result from the Design-Builder's failure to achieve the DBE goals set forth herein or to establish a good faith effort to do so, including attorneys' fees and costs associated with said failure by the Design-Builder or good faith investigation by the Owner. Failure of the Design-Builder to make a good faith effort to achieve DBE goals will be a material breach of this Contract. The determination of whether the Design-Builder's efforts were made in good faith will be made by the Owner. At 50% completion, a plan of action properly reflecting anticipated DBE achievement of the commitment is required to be submitted to the Owner.
- 28.8 In the event of the Design-Builder's non-compliance with the Owner's DBE Policy and Program, failure to meet the prescribed DBE goal set forth in this Contract, or failure to establish a good faith effort to do so, the Owner will impose such contract sanctions as the Owner may determine to be appropriate, including but not limited to:
- 28.8.1 Withholding of payments to the Design-Builder under this Contract until the Design-Builder complies; and/or
 - 28.8.2 Assessing sanctions; and/or
 - 28.8.3 Liquidated damages; and/or
 - 28.8.4 Cancellation, termination or suspension of this Contract in whole or in part; and/or
 - 28.8.3 Suspension or debarment of the Design-Builder from eligibility to contract with the Owner in the future or to receive bid packages or request for qualification (RFQ) packages, pursuant to the Owner's Policy P414, Suspension/Debarment of Contractors.
- 28.9 DBE Termination and Substitution: The Design-Builder and any subcontractor of the Design-Builder is prohibited from terminating or altering or changing the scope of work of a DBE subcontractor except upon written approval of the Owner in accordance with the Owner's procedures relating to DBE terminations contained in the DBE Policy and Program. Failure to comply with the procedure relating to DBE terminations or changes during the Contract will

be a material violation of the Contract and will invoke the sanctions for non-compliance specified in this Contract and the DBE Policy and Program.

28.10 For federally funded projects, the Design-Builder will provide a copy of their subcontract agreement template to the Owner prior to the execution of any subcontracts for the Owner's review of required Civil Rights and Disadvantaged Business Enterprise (DBE) contract provisions. Design Builder and any subcontractor of the Design-Builder agrees that it shall insert the Civil Rights (Article 27) and Disadvantaged Business Enterprise (DBE) (Article 28: 28.1 -28.1.2, 28.9) contract provisions in any lower tier subcontracts..

ARTICLE 29 TRUTH IN NEGOTIATIONS

The Design-Builder certifies that the wage rates and other factual unit costs supporting the compensation described herein are accurate, complete and current as of the date of this Contract and that the original compensation and any additions thereto will be adjusted to exclude any significant sums where the Owner determines the GMP Contract Sum amount was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such Contract adjustments must be made within five years following the end of the Contract.

ARTICLE 30 PROHIBITED INTEREST

The following provision is made a part of this Contract and will be inserted in each of the Design-Builder's subcontracts:

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

ARTICLE 31 PROHIBITION AGAINST CONTINGENT FEES

The Design-Builder warrants that the Design-Builder has not employed or retained any company or person, other than a bona fide employee working solely for the Design-Builder, to solicit or secure this Contract and that the Design-Builder has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Design-Builder, any fee, commission, percentage, gift, or other consideration, contingent upon or resulting from the award or making of this Contract. If the Owner finds that the Design-Builder violates this provision, the Owner may terminate this Contract without liability and, at its discretion, deduct from this Contract, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration.

ARTICLE 32
CERTIFICATION OF NON-SEGREGATED FACILITIES

The Design-Builder certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments and that the Design-Builder does not permit its employees to perform their services at any location under the Design-Builder's control where segregated facilities are maintained. The Design-Builder certifies that it will not maintain or provide for its employees segregated facilities at any of its establishments and that the Design-Builder will not permit its employees to perform their services at any location under the Design-Builder's control where segregated facilities are maintained. The Design-Builder 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, 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 Design-Builder 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 \$10,000.00 which are not exempt from the provisions of the equal opportunity clause and that the Design-Builder will retain such certifications in its files.

ARTICLE 33
PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

This Contract will be terminated in accordance with Florida Statutes Section 287.135 if it is found that the Design-Builder submitted a false Scrutinized Company Certification as provided in Florida Statutes Section 287.135(5) 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,
 - a. 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
 - b. is engaged in business operations in Cuba or Syria.

ARTICLE 34
BUY AMERICAN ASSURANCE AND SECTION 255.0993, FLORIDA STATUTES (If Applicable)

34.1 In accordance with 49 U.S.C. Section 50101, Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers, Bipartisan Infrastructure Law (Pub. L. No. 117-58), Build America, Buy America (BABA), the Design-Builder will ensure that all

iron, steel and manufactured goods specified in the construction contract documents for this Project, including components and subcomponents, are (1) wholly produced in the United States, or (2) have a nationwide waiver excepting the Buy American requirements, or (3) meet the requirements necessary to obtain a waiver as outlined in 49 U.S.C. Section 50101.

In all cases requiring a waiver, the Design-Builder will provide the Owner with a list of the items requiring a waiver and the appropriate justification needed to obtain the waiver.

- 34.2 If applicable to this Contract, and In accordance with Section 255.0993, Florida Statutes, for public works projects, as defined in Section 255.0933 (1)(e) that are paid for with any state-appropriated funds or state funds administered by a governmental entity as defined in Section 255.0993 (1) (a), the Design-Builder will ensure that any iron or steel product as defined in Section 255.0993 (1)(b), permanently incorporated in the Project be produced in the United States. The Design-Builder will provide the Owner with documentation when this requirement does not apply per exceptions provided in Section 255.0993, Florida Statutes.

ARTICLE 35 E-VERIFY REQUIREMENT/UNAUTHORIZED ALIENS

- 35.1 In accordance with the State of Florida, Office of the Governor, Executive Order Number 11-116 (Verification of Employment Status), 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 Designers, subconsultants, Subcontractors or suppliers 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 Designer, subconsultant, subcontractor or supplier 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 Design-Builder will verify all their new employees and will require that their Designers, subconsultants, Subcontractors or suppliers verify all their new employees in accordance with the E-Verify requirements set out above. The Design-Builder will execute Attachment 3, E-Verify Certification, to certify and affirm that the Design-Builder will comply with the E-Verification requirements of Executive Order Number 11-116..
- 35.2 FDOT considers the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Design Builder knowingly employs unauthorized aliens, such violation will be cause of unilateral cancellation of this Contract.

- 35.3 By entering into this Contract, the Design-Builder becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all Subcontractors to provide an affidavit attesting that the subcontractor uses the E-verify system and subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the Section 448.095 by the Design-Builder, the Design-Builder may not be awarded a public contract for a period of 1 year after the date of termination.

ARTICLE 36 HAZARDOUS MATERIAL

- 36.1 Hazardous Material/Hazardous Substance is defined as any substance that (i) the presence of which requires investigation, reporting, removal or remediation under any Environmental Law; (ii) that is or becomes defined as a "hazardous waste," "hazardous substance," "hazardous material," "extremely hazardous substance," or other type of pollutant or contaminant under any applicable Environmental Law; (iii) that is toxic, reactive, explosive, corrosive, flammable, radioactive, carcinogenic, mutagenic, teratogenic, or otherwise hazardous and is or becomes regulated by any applicable Environmental Law; (iv) that is or contains oil, gasoline, diesel fuel, aviation fuel, or other petroleum hydrocarbons, products or derivatives, other than petroleum, crude oil, and petroleum products to the extent contained within regularly operated motor vehicles; (v) that is or contains PCBs, asbestos, radon, urea formaldehyde or any substance that contains per- and polyfluoroalkyl substances (PFAS, PFOS, or PFOA); (vi) that is fungi or bacterial matter which reproduces through the release of spores or the splitting of cells, including but not limited to, mold (including, without limitation, penicillium/aspergillus and stachybotrys chartarum), and Legionella (legionella pneumophila); or (vii) the presence of which causes or threatens to cause a nuisance upon the Property or to adjacent property or poses or threatens to pose a hazard to the health or safety of any person, to plant or animal life, or to the environment, including, but not limited to sewage sludge, industrial slag, solvents and/or any other similar substances or materials.

Notwithstanding the foregoing, "Hazardous Substances" shall not include (i) "de minimis" quantities of such materials; (ii) substances customarily present in the ordinary course of business of ownership, operation and maintenance of a residential and commercial mixed-use property in a prudent manner, but only during the period that the same are stored in reasonable and customary quantities and stored and/or used in accordance with applicable Environmental Laws; or (iii) any quantities of such materials which are

permitted to remain in the environment, including soil, sediments, groundwater, or other environmental media pursuant to principles of risk-based corrective action under applicable Environmental Laws.

The Design-Builder shall not be obligated to commence or continue work until any Hazardous Material discovered at the Worksite has been removed, rendered or determined to be harmless by the Owner as certified by an independent testing laboratory and approved by the appropriate government agency.

If after commencement of the Work, Hazardous Material is discovered at the Worksite, the Design-Builder shall be entitled to immediately stop Work in the affected area. The Design-Builder shall report the condition to the Owner and if required, the government agency with jurisdiction.

Regardless of fault and regardless of any other clause in this Contract, the Design-Builder shall not, as a result of the Hazardous Materials encountered on site, be entitled to any compensatory damages, including but not limited to, damages for delay, disruption, liquidated damages, consequential damages of any type, including lost profits. If the Hazardous Material introduction is caused by the Owner or was located at the Worksite before Work commenced on the Project, the Design-Builder shall only be entitled to an extension of the Contract Time if it impacts the Critical Path and the Owner shall assume responsibility for the remediation of such substances.

- 36.2 If the Design-Builder, or any of its Subcontractors or suppliers of any tier, or any person or entity under the control of the Design-Builder or any of its Subcontractors or suppliers of any tier is responsible for (i) introducing and discharging Hazardous Material onto the site which was not otherwise specified by the plans and specifications; and/or (ii) disturbing Hazardous Material clearly identified in the Contract Documents, the Design-Builder shall hire a qualified remediation contractor at the Design-Builder's sole cost at no cost to the Owner to eliminate the condition as soon as possible. Under no circumstances shall the Design-Builder perform Work for which it is not qualified. The Owner, in its sole discretion, may require the Design-Builder to retain at its cost an independent testing laboratory.

Safety Data Sheets as required by law and pertaining to materials or substances used or consumed in the performance of the Work, whether obtained by the Design-Builder, Subcontractors, the Owner or others, shall be maintained at the Worksite by the Design-Builder and made available to the Owner, Subcontractors and others.

The Design-Builder shall be responsible for the proper delivery, handling, application, storage, removal and disposal of all materials and substances brought to the Worksite by the Design-Builder in accordance with the Contract Documents and used or consumed in the performance of the Work.

- 36.3 To the maximum extent permitted by applicable law, the Design-Builder shall indemnify and hold harmless the Owner and its board members, officers, employees, agents, servants and volunteers or any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from (a) use, disturbance or storage of Hazardous Materials for execution of the Work; and (b) disturbing any Hazardous Materials found on the site, provided that the Design-Builder had prior notice of the existence and location of the Hazardous Materials. The terms of this paragraph survive the completion of the Work or any termination of this Contract. This obligation to indemnify and hold harmless will be construed separately and independently. It is the parties' mutual intent that if this clause is found to be in conflict with applicable law, the clause will be considered modified by such law to the extent necessary to remedy the conflict. The Design-Builder's obligations to indemnify under this Contract will survive the expiration or earlier termination of this Contract until it is determined by final judgment that an action against the Owner or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.
- 36.4 In addition to the duty to indemnify and hold harmless the Owner, the Design-Builder will have the separate duty to defend the Owner and its board members, officers, employees, agents, servants and volunteers or any of them from and against claims, damages, losses and expenses, arising out of or resulting from (a) use, disturbance or storage of Hazardous Materials for execution of the Work; and (b) disturbing any Hazardous Materials found on the site, provided that the Design-Builder had prior notice of the existence and location of the Hazardous Materials. The Design-Builder's obligations to defend under this Contract will survive the expiration or earlier termination of this Contract until it is determined by final judgment that an action against the Owner or party for whom the Design-Builder owes the duty to defend for a matter for which the Design-Builder owes the duty to defend is fully and finally barred by the applicable statute of limitations.

ARTICLE 37 INSURANCE

- 37.1 The provisions of Attachment 3 - INSURANCE REQUIREMENTS are incorporated by reference into this Contract.
- 37.2 The Design-Builder will comply with the insurance requirements and coverage limits detailed in Attachment 3- INSURANCE REQUIREMENTS. Such insurance will protect the Owner and the Design-Builder from claims which may arise out of or result from operations under this Contract by the Design-Builder, by a subcontractor of the Design-Builder, by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable.

- 37.3 Pursuant to Fla. Stat. 255.0517(2)(d), nothing contained herein prohibits the Design-Builder or subcontractor from purchasing any additional insurance coverage that the Design-Builder or subcontractor believes is necessary for protection against any liability arising out of the Contract. However, in the event that the Design-Builder or subcontractor elects to purchase additional insurance, the cost of any additional insurance procured by the Design-Builder or subcontractor must be disclosed to the Owner at no cost to the Owner.
- 37.4 If implemented, the Owner OCIP Wrap Up Manual, is incorporated into this Contract by reference and the terms of OCIP Wrap Up Manual are terms of this Contract.

**ARTICLE 38
DIVISION 01**

The provisions of Attachment 4 - DIVISION 01 are incorporated by reference into this Contract.

**ARTICLE 39
DESIGN CRITERIA MANUAL**

The provisions of Attachment 5 - DESIGN CRITERIA MANUAL are incorporated by reference into this Contract.

**ARTICLE 40
LOBBYING**

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, Fla. Stat.

**ARTICLE 41
NOTICES AND ADDRESS OF RECORD**

41.1 All notices required or made pursuant to this Contract to be given by the Design-Builder to the Owner will be in writing and may be given either by mailing same by United States mail with proper postage affixed thereto, or by hand-delivery, to the appropriate address as listed below:

41.1.1 Mail: Hillsborough County Aviation Authority
Attention: Chief Executive Officer
P. O. Box 22287
Tampa, FL 33622-2287

Copy to: General Counsel and Vice-President of Planning and Development

41.1.2 Hand-delivery: Hillsborough County Aviation Authority
Tampa International Airport
Attention: Chief Executive Officer
5411 Skycenter Drive
Suite 500
Tampa, FL 33607

Copy to: General Counsel and Vice-President of Planning and Development

41.2 All notices required or made pursuant to this Contract to be given by the Owner to the Design-Builder will be in writing and may be given either by mailing same by United States mail with proper postage affixed thereto, or by hand-delivery, to the appropriate address as listed below:

41.2.1 Mail: 777 South Harbour Island Blvd, Suite 390
Tampa, FL 33602

ARTICLE 42 COMPLETE CONTRACT

This Contract represents the entire agreement between the Owner and the Design-Builder and supersedes prior negotiations, representations or agreements, either written or oral. This Contract may be amended only by written instrument signed by both the Owner and the Design-Builder.

**ARTICLE 42
CONTRACT**

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

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

By the Design-Builder this _____ day of _____, 202_.

ATTEST:

HENSEL PHELPS CONSTRUCTION CO.

By: _____

Title: _____

Print Name

Print Address

Signed, sealed, and delivered
in the presence of:

Witness

Print Name and Address

Witness

Print Name and Address

Notary for Hensel Phelps Construction Co.

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization,
this ____ day of _____, 202_, by _____ as

(Name of person)

_____, for _____.

(type of authority)

(name of party on behalf of whom contract was executed)

Signature of Notary

Print, Type, or Stamp Commissioned Name of Notary

Personally Known OR Produced Identification

TPA/ Airside D Development Program & Westside Checked Baggage Screening System Relocation and Upgrades

Authority Nos. 8500 23 & 8515 24

Type of Identification Produced

By the Authority this _____ day of _____, 202_.

HILLSBOROUGH COUNTY AVIATION AUTHORITY

(Affix Corporate Seal)

By: _____
Arthur F. Diehl III, Chairman

ATTEST:

Jane Castor, Secretary

Signed, sealed, and delivered
in the presence of:

Witness

Print Name and Address

Witness

Print Name and Address

**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 by means of physical presence or online authorization, this ____ day of _____, 202_, by Arthur F. Diehl III, in the capacity of Chairman, and by Jane Castor in the capacity of Secretary, for Hillsborough County Aviation Authority, a public body corporate under the laws of the State of Florida, on its behalf.

Signature of Notary

Print, Type, or Stamp Commissioned Name of Notary

Personally Known OR Produced Identification
Type of Identification Produced

TPA/ Airside D Development Program & Westside Checked Baggage Screening System Relocation and Upgrades

Authority Nos. 8500 23 & 8515 24

ATTACHMENT 1

To

**Contract Between Owner and Design-Builder, Part 2 Contract as modified
For**

**AIRSIDE D DEVELOPMENT PROGRAM & WESTSIDE CHECKED
BAGGAGE SCREENING SYSTEM RELOCATION AND UPGRADES**

**Authority Project Nos. 8500 23 & 8515 24
Tampa International Airport**

**GUARANTEED MAXIMUM
PRICE PROPOSAL**



HENSEL PHELPS

Plan. Build. Manage.

6557 Hazeltine National Dr., Suite One
Orlando, FL 32822
407-856-2400

November 26, 2024

James Hanney
Director of Procurement, Capital Program and ITS
4100 George J. Bean Pkwy
Tampa, FL 33607

Subject: Enabling Work (GMP 01) Submission
Tampa International Airport Airside D Development Program & Westside Checked Baggage
Screening System Relocation and Upgrades

Dear Mr. Hanney:

Hensel Phelps is pleased to submit the GMP 01 Enabling Work for the Tampa International Airport Airside D Development Program & Westside Checked Baggage Screening System Relocation and Upgrades Project. This GMP is based upon the design documents dated August 13, 2024, produced by HNTB, coordinated with Hillsborough County Aviation Authority stakeholders, and managed by Hensel Phelps as the design-builder and is submitted for your approval.

The intention of this Enabling Work is to begin the process of preparing the Project site for the construction of the Airside D Development program while the design of the Project progresses towards completion. The goal is a seamless and expedited transition from Enabling Work to full construction as soon as design allows. The work specifically included in this package is as follows:

- Design-Builder General Conditions
- Design-Builder Office Complex
- Materials Testing
- Site Access and Security
- Demolition of Selected Apron Area and Abandoned Fuel Piping
- Civil Development, Utility Relocation, and Roadway Modifications
- MEPFP Support for Demolition and Construction

Should there be any questions or comments regarding the above list, please don't hesitate to contact the undersigned.

Sincerely,

HENSEL PHELPS CONSTRUCTION CO.

Drew Krizman
Program Director

OUR VALUES

OWNERSHIP | INTEGRITY | BUILDER | DIVERSITY | COMMUNITY



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 - a) Clarifications & Assumptions

7. Bid Documents
 - a) Link to Bid Documents & Solicitation

Project: TPA Airside D - BOD Estimate

Estimator:

Estimate: Working - TIA Airside D Enabling GMP 01 R1

Job Size: 599,084 sqft

Client: Hillsborough County Airport Authority

Report Date: 11/20/2024 3:15 PM

F = Full Job Duration E = Enabling Duration

Grouped by:		Duration	Quantity	Total	
REF#	Bid Package \ Tabs \ Trades \ Items			Unit Cost	Amount
1	E.01 - Enabling Bid Package - Materials Testing & Inspections			9.17	5,491,000
1.1	0145 - Testing Services			9.17	5,491,000
1.1.1	Bid Result - Tierra	F	1.00 Isum	4,789,000.00	4,789,000
1.1.2	Bid Result - Tierra	F	1.00 Isum	702,000.00	702,000
2	E.02 - Enabling Bid Package - Jobsite Office & FF&E			9.72	5,822,000
2.1	0100 - Jobsite Office			9.72	5,822,000
2.1.1	Bid Result - Pending Interviews	F	1.00 Isum	5,226,000.00	5,226,000
2.1.2	Bid Result - BOS	F	1.00 Isum	596,000.00	596,000
3	E.03 - Enabling Bid Package - Apron & Site Demolition			5.42	3,250,000
3.1	0240 - Demolition			5.42	3,250,000
3.1.1	Bid Result - Northstar	E	1.00 Isum	3,250,000.00	3,250,000
4	E.04 - Enabling Bid Package - Dewatering			2.66	1,593,000
4.1	3300 - Site Utilities			2.66	1,593,000
4.1.1	Bid Result - KBC Construction	E	1.00 Isum	1,593,000.00	1,593,000
5	E.07 - Enabling Bid Package - Electrical			4.43	2,651,000
5.1	3370 - Site Electrical			4.43	2,651,000
5.1.1	Bid Result - APG Electric	E	1.00 Isum	2,651,000.00	2,651,000
6	E.08 - Enabling Bid Package - Sitework & Site Utilities			14.40	8,627,000
6.1	3120 - Earthwork			14.40	8,627,000
6.1.1	Bid Result (Base Scope) - Pending Interviews	E	1.00 Isum	8,027,000.00	8,027,000
6.1.2	Bid Result (Soil Exchange Yard) - Pending Interviews	E	1.00 Isum	600,000.00	600,000
7	E.09 - Enabling Bid Package - Fencing & Vehicle Gates			1.36	817,000
7.1	3231 - Fencing			1.36	817,000
7.1.1	Bid Result - West Florida Fencing	E	1.00 Isum	817,000.00	817,000
8	EN - Allowances - Enabling Contractors Allowances			10.63	6,367,000
8.1	0580 - Allowances			10.63	6,367,000
8.1.1	Allowance - Subcontractor Insurance Premiums		1.00 Isum	800,000.00	800,000
8.1.2	Allowance - Division 01 Changes		1.00 Isum	100,000.00	100,000
8.1.3	Allowance - Trade Delta to Second Place Bids		1.00 Isum	1,200,000.00	1,200,000
8.1.4	Allowance - Contaminated Soils Management		1.00 Isum	3,000,000.00	3,000,000
8.1.5	Allowance - Staff Relocation (Enabling Only)		1.00 Isum	1,075,000.00	1,075,000
8.1.6	Allowance - Temporary Housing (Enabling Only)		1.00 Isum	192,000.00	192,000
9	EN - GC's - Enabling - General Conditions			35.08	21,014,616
9.1	0000 - General Conditions			35.08	21,014,616
9.1.1	General Conditions - Hensel Phelps		1.00 Isum	21,014,616.00	21,014,616
10	EN - Unbought Scope - Enabling - Unbought Scope			25.33	15,176,800
10.1	0610 - Unbought Scope			25.33	15,176,800

Project: TPA Airside D - BOD Estimate

Estimator:

Estimate: Working - TIA Airside D Enabling GMP 01 R1

Job Size: 599,084 sqft

Client: Hillsborough County Airport Authority

Report Date: 11/20/2024 3:15 PM

F = Full Job Duration E = Enabling Duration

Grouped by:		Duration	Quantity	Total	
REF#	Bid Package \ Tabs \ Trades \ Items			Unit Cost	Amount
10.1.1	Site Logistics		1.00 Isum	13,142,800.00	13,142,800
10.1.2	HCAA Trailer Upgrades Requested - Locks, Desks, Infrastructure, Etc. - Proposal Summary E.02		1.00 Isum	100,000.00	100,000
10.1.3	HP Trailer Partition Changes - Proposal Summary E.02	E	1.00 Isum	27,000.00	27,000
10.1.4	Enabling Bid Package 100% HCAA Comments	F	1.00 Isum	135,000.00	135,000
10.1.5	Threshold Inspection - Proposal Summary E.01	F	1.00 Isum	900,000.00	900,000
10.1.6	Trailer Repair & Restoration - Proposal Summary E.02	F	1.00 Isum	90,000.00	90,000
10.1.7	Dewatering Pump Power - Proposal Summary E.07	E	1.00 Isum	50,000.00	50,000
10.1.8	Bollards - Proposal Summary E.08	E	1.00 Isum	72,000.00	72,000
10.1.9	Additional Site Scrim & Gates per HCAA - Proposal Summary E.09	F	1.00 Isum	145,000.00	145,000
10.1.10	Dust Control and Street Cleaning	E	1.00 Isum	490,000.00	490,000
10.1.11	Underdrain Cleanouts - Proposal Summary E.08		1.00 Isum	25,000.00	25,000
S.1	Subtotal				70,809,416
M.0	Markups				
M.1	ESTIMATED COST OF WORK				
M.1.1	A & E Design Costs - With Part 1				
M.2	Subtotal			19.21	\$11,510,254
M.2.1	Enabling D/B Contingency (5%) - calculation based on cost of work S.1				3,540,471
M.2.1	Sub Bonds (1.5%) - calculation based on cost of work S.1				1,062,141
M.2.1	General Conditions - In Estimate				
M.2.1	A & E Part 2 CA Services - Enabling				2,393,040
M.2.1	A & E Part 2 CA Services - ITB 1 Apron				2,096,032
M.2.1	A & E Part 2 CA Services - ITB 2 PBB				763,965
M.2.1	A & E Part 2 CA Services - ITB 3 Guideway				705,088
M.2.1	A & E Part 2 CA Services - Foundations				949,517
M.3	Subtotal			11.71	\$7,015,282
M.3.1	* Contractor's Fee, Overhead & Insurance (6.937%)				5,710,516
M.3.1	Permits (0.150%) - calculation based on cost of work S.1 plus subtotal M.2				123,480
M.3.1	Builder's Risk Insurance (1.435%) - calculation based on cost of work S.1 plus subtotal M.2				1,181,287
M.4	OWNER ALLOWANCES			1.67	\$1,000,000
M.4.1	Construction Utility Consumption & Fees By Owner				
M.4.1	Owner Allowance Stipulated				1,000,000
M.5	COST OF WORK SUBTOTAL			1.22	\$731,713
M.5.1	Contractor's Bonds (0.810%)				731,713
S.A	Total Markups			33.81	\$20,257,249
T	ESTIMATE TOTAL			152.01	\$91,066,666

* - Negotiated Percentage. All other indirect costs are to be billed as actual expenses.

TPA Airside D - Enabling Work Bid Package

Project Lead: James Gregory Cobb (gcobb@henselhelps.com)

Project Location: 4100 George J Bean Parkway, Tampa, FL 33607, United States of America

Bid Packages

Number	Name	Bids Due	Companies	Viewed	Bidding	Bids
	Second Tier Interested Subcontractors	9/18/2024	128	49		
E.01	Materials Testing & Inspections	9/18/2024	43	36	13	9
E.02	Jobsite Office Complex and FF&E	9/18/2024	30	23	15	12
E.03	Apron & Site Demolition	9/18/2024	35	26	8	7
E.04	Dewatering	9/18/2024	23	13	9	1
E.05	Site Logistics	9/18/2024	86	49	33	2
E.06	Field Engineering	9/18/2024	25	12	7	2
E.07	Enabling Electrical & Technology	9/18/2024	43	32	19	5
E.08	Sitework & Site Utilities	9/18/2024	62	34	10	3
E.09	Fences & Vehicle Gates	9/18/2024	34	22	7	5
	Total		509	296	121	46

Powered by BuildingConnected



Materials Testing & Inspections

Type: For Award

Classification

PROJECT: Enabling Bid Package Tampa Airside D
LOCATION: Tampa, FL
OWNER: Hillsborough County Aviation Authority - Tampa International Airport
BID DATE: 9/18/2024

Table with columns: HPCC, Bidder 1, Bidder 2, Bidder 3, Bidder 4, Bidder 5, Bidder 6, Bidder 7, Bidder 8, Bidder 9, Bidder 10. Includes 'Compass' labels above columns and 'Quantities' below.

Main table with columns: SEC, DESCRIPTION, QTY, UN, UP, TOTAL, UP, TOTAL, UP, TOTAL, UP, TOTAL, UP, TOTAL, UP, TOTAL, UP, TOTAL, UP, TOTAL, UP, TOTAL, UP, TOTAL, UP, TOTAL. Includes sub-sections like GEN CONDITIONS & REQUIREMENTS, Laboratory Testing Soils, Laboratory Testing Asphalt, Field Density Testing, Concrete Testing, Masonry Testing, Structural Steel Inspection, Specialty Testing, and Rates.

E.01



Materials Testing & Inspections

Type: For Award

Classification →

PROJECT: Enabling Bid Package Tampa Airside D
 LOCATION: Tampa, FL
 OWNER: Hillsborough County Aviation Authority - Tampa International Airport
 BID DATE: 9/18/2024

Quantities

	HPCC	Bidder 1	Bidder 2	Bidder 3	Bidder 4	Bidder 5	Bidder 6	Bidder 7	Bidder 8	Bidder 9	Bidder 10
Base Bid at a glance:	6,745,000	6,311,000	6,140,000	6,027,000	7,535,000	4,888,000	7,195,000	4,789,000	5,141,000		

SEC	DESCRIPTION	QTY	UN	UP	TOTAL	UP	TOTAL	UP	TOTAL	UP	TOTAL	UP	TOTAL	UP	TOTAL	UP	TOTAL	UP	TOTAL	UP	TOTAL				
	Laboratory Tech		day		520	-	440	-	432	-	750	-	400	-	555	-	440	-	400	-	-	-			
	Laboratory Tech		mo		11,275	-	9,680	-	9,342	-	16,000	-	8,000	-	11,540	-	9,680	-	8,800	-	-	-			
	Certified Welding Inspector	5,160	hr		135	696,600	125	645,000	95	490,200	160	825,600	125	645,000	140	722,400	105	541,800	87	448,920	-	-			
	Certified Welding Inspector		day		1,230	-	1,000	-	760	-	1,500	-	1,000	-	1,275	-	840	-	696	-	-	-			
	Certified Welding Inspector		mo		26,630	-	22,000	-	16,435	-	27,000	-	20,000	-	27,600	-	18,480	-	15,312	-	-	-			
	Level II ASNT Inspector	5,160	hr		165	851,400	125	645,000	105	541,800	160	825,600	125	645,000	170	877,200	115	593,400	87	448,920	-	-			
	Level II ASNT Inspector		day		1,500	-	1,000	-	840	-	1,600	-	1,000	-	1,545	-	920	-	696	-	-	-			
	Level II ASNT Inspector		mo		32,476	-	22,000	-	18,165	-	27,000	-	20,000	-	33,460	-	20,240	-	15,312	-	-	-			
	Roofing /Envelope Inspector	1,500	hr		160	240,000	95	142,500	95	142,500	145	217,500	95	142,500	165	247,500	135	202,500	67	100,500	-	-			
	Roofing /Envelope Inspector		day		1,285	-	760	-	760	-	1,450	-	760	-	1,325	-	1,080	-	536	-	-	-			
	Roofing /Envelope Inspector		mo		27,725	-	16,720	-	16,435	-	25,550	-	15,200	-	28,591	-	8,640	-	11,792	-	-	-			
	Mark-up for special subcontractors	10	%		15	---	10	---	20	---	12	---	10	---	15	---	10	---	15	---	---	---			
	Out of State Inspections Travel	30	day		135	4,050	150	4,500	1,200	36,000	175	5,250	1,900	45,000	1,500	45,000	150	4,500	1,500	45,000	---	---			
	Out of State Inspections Reimbursables	10	%		15	---	10	---	10	---	20	---	10	---	10	---	5	---	10	---	---	---			
	Global increase to all 2025 rates for 2025	3	%		3	91,896	4	118,024	-	-	5	179,286	0	-	3	104,761	0	-	---	---	---				
	Global increase to all 2026 rates for 2027	3	%		3	74,612	4	96,308	1	23,952	5	147,015	1	19,435	3	85,066	0	-	---	---	---				
	Global increase to all 2027 rates for 2028	3	%		3	9,438	4	12,231	2	6,012	5	18,744	2	4,878	3	10,761	5	11,914	---	---	---				
	Global increase to all 2028 rates for 2029	3	%		3	9,452	4	12,254	3	9,026	5	18,789	2	4,882	3	10,776	5	11,942	---	---	---				
	BASE BID TOTAL				6,745,000		6,311,000		6,140,000		INCOMPLETE		6,027,000		7,535,000		4,888,000		7,195,000		4,789,000		5,141,000		INCOMPLETE

ALTERNATE:																									
1	Unit Price for each pilot hole	350	lea	4,000	1,400,000	1,800	630,000	2,200	770,000	1,400	490,000	2,800	1,015,000	2,450	857,500	3,200	1,120,000	2,000	700,000	4,000	1,400,000				
	Mobilization for drill rig for production delays	3	lea	52,000	156,000	750	2,250	1,800	5,400	500	1,500	600	1,800	600	1,800	700	2,100	575	1,725	52,000	156,000				
	TOTAL ALTERNATE 1				1,556,000		632,000		775,000		INCOMPLETE		492,000		1,017,000		859,000		1,122,000		702,000		1,556,000		INCOMPLETE

GRAND TOTAL																									
	GRAND TOTAL				8,301,000		6,943,000		6,915,000		INCOMPLETE		6,519,000		8,552,000		5,747,000		8,317,000		5,491,000		6,697,000		INCOMPLETE
A&D	Unbought Scope																								
	Threshold Inspection Services Airside D	1	LS		900,000		900,000		900,000				900,000		900,000		900,000		900,000		900,000		900,000		

E.02



Jobsite Office Complex

Type: For Award

Classification →

Compass - C

Compass - C

Compass - C

Compass - C

Compass - C

Compass - IP

Compass - C

PROJECT: Enabling Bid Package Tampa Airside D
LOCATION: Tampa, FL
OWNER: Hillsborough County Aviation Authority - Tampa International Airport
BID DATE: 9/18/2024

SEC	DESCRIPTION	QTY	UN	UP	HPCC		Bidder 1		Bidder 2		Bidder 3		Bidder 4		Bidder 5		Bidder 6		Bidder 7		Bidder 8	
					TOTAL	UP	TOTAL	UP	TOTAL	UP	TOTAL	UP	TOTAL	UP	TOTAL	UP	TOTAL	UP	TOTAL	UP	TOTAL	UP
Base Bid at a glance:					5,595,000		5,633,000		5,838,000		5,217,000		5,474,000		7,272,000		5,358,000		5,226,000		5,194,000	
	Bid Amount	599,080	GSF		5,595,303		w/Below		w/Below		w/Below		w/Below		w/Below		w/Below		w/Below		w/Below	
	Bond This Project Now/Rate				✓		Y - 2%		Y - 2.1%		Y - 2.5%		Y - 1%		Y - 1%		Unknown		Y - 1%		Y - 3%	
	Sales Tax: 7.5%				✓		Y				✓		✓		✓		✓		✓		✓	
	DBE Compliance - 20%			--	✓		DBE N -		DBE Y - 100%		DBE N - 1%		DBE N - 10.6%		--	✓		None		DBE Y - 100%		DBE N - 14.7%
	Lead Time & Schedule				✓		✓		✓		✓		✓		✓		✓		✓		✓	
	Addenda -- 1/2				✓		✓		✓		✓		✓		✓		✓		✓		✓	
DIV 00 & 01	GEN CONDITIONS & REQUIREMENTS				✓		✓		✓		✓		✓		✓		✓		✓		✓	
	Layouts Per Plan		ts		✓		✓		✓		55,000		✓		✓		N 2,000,000		✓		✓	447,511
	Maintenance		ts		✓		✓		✓		✓		✓		✓		✓		✓		✓	
	Mobilization		ts		✓		1,274,917		442,658		1,441,601		676,248		1,076,911		389,078		1,157,316		688,385	
	Demobilization for all trailers		ts		✓		885,934		w/Above		209,356		435,796		976,515		339,624		481,685		246,000	
	Lump Sum for 50 months Trailer 1		ts		✓		480,000		654,388		555,400		739,973		785,800		453,600		508,000		596,285	
	Lump Sum for 50 months Trailer 2		ts		✓		480,000		653,122		560,100		737,482		784,400		453,600		508,000		595,827	
	Lump Sum for 50 months Trailer 3		ts		✓		480,000		644,161		575,100		743,365		779,550		453,600		508,000		632,599	
	Lump Sum for 50 months Trailer 4		ts		✓		480,000		635,289		543,600		742,782		790,200		453,600		508,000		568,503	
	Lump Sum for 50 months Trailer 5		ts		✓		540,000		680,412		576,250		788,468		818,950		510,300		612,983		628,737	
	Complex Canopies, Decks, Ramps, Steps and Railings (Aluminum)		ts		✓		995,795		650,995		299,810		586,591		1,245,104		56,295		925,505		535,236	
	Other		ts		✓		-		1,455,172		Canopies 391,214		w/Above		w/Above		233,227		-		-	
	Flagpoles Furnished and Installed		ts		✓		16,560		22,226		9,835		23,000		15,000		15,000		16,648		15,000	
	Electrical Service / Plumbing per Plans		ts		✓		✓		✓		✓		✓		✓		✓		✓		115,000	
	Trailer Ceiling Heights per Plan		ts		✓		✓		✓		✓		✓		✓		✓		✓		125,000	
					----		----		----		----		----		----		----		----		----	
	BASE BID TOTAL				5,595,000		5,633,000		5,838,000		5,217,000		5,474,000		7,272,000		5,358,000		5,226,000		5,194,000	
A&D											6,500				11,500		Trailers					
	Total Man-Hours within Base Bid																Non-Compliant		Bond Priemum Less			Non-compliant Contract Arrangement
	Total VDC Man-Hours included to comply with Appendix C																Layouts & Needs					

A&D																						
-----	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

GRAND TOTAL		INCOMPLETE		INCOMPLETE		INCOMPLETE		INCOMPLETE		INCOMPLETE		INCOMPLETE		INCOMPLETE		INCOMPLETE		INCOMPLETE		INCOMPLETE	
A&D	Unbought Scope																				
	Trailer Repair & Restoration	ts	✓			N	90,000	N	90,000	N	90,000	N	90,000	N	90,000	N	90,000	N	90,000	N	90,000
	HCAA Trailer Upgrades Requested - Locks, Desks, Infrastructure, Etc.	ts	✓			N	100,000		100,000		100,000		100,000		100,000		100,000		100,000		100,000

E.02



HENSEL PHELPS
Plan. Build. Manage.

Jobsite Office FF&E

Type: For Award

Classification →

Compass - C

Compass - C

Compass - IP

Compass - C

PROJECT: Enabling Bid Package Tampa Airside D
LOCATION: Tampa, FL
OWNER: Hillsborough County Aviation Authority - Tampa International Airport
BID DATE: 9/18/2024

Classification	HPCC	Bidder 1	Bidder 2	Bidder 3	Bidder 4
	Quantities				

Base Bid at a glance: **875,000** 593,000 1,278,000 1,472,000 878,000

SEC	DESCRIPTION	QTY	UN	UP	TOTAL	UP	TOTAL	UP	TOTAL	UP	TOTAL	UP	TOTAL
	Bid Amount	599,080	GSF		875,000		FF&E ONLY		w/Below		w/Below		FF&E ONLY
	Bond This Project Now/Rate				✓		N		N	1.0%	✓		✓
	Sales Tax: 7.5%				✓		✓	Y	✓		✓		✓
	DBE Compliance - 0%			--	✓	DBE	□	DBE	Y -100%	DBE	Y -100%	--	None
	Lead Time & Schedule				✓		✓	Y	✓		✓		✓
	Addenda - 1/2				✓		✓	Y	✓		✓		✓
DIV 00 & 01	GEN CONDITIONS & REQUIREMENTS				✓		✓		✓		✓		✓
	Jobsite Office Complex FF&E Purchase		Is		✓		✓		✓		✓		✓
	Lump Sum FF&E Trailer 1		Is		✓		138,947		324,892		339,664		223,789
	Lump Sum FF&E Trailer 2		Is		✓		119,573		308,218		298,147		199,942
	Lump Sum FF&E Trailer 3		Is		✓		116,875		242,740		267,466		162,179
	Lump Sum FF&E Trailer 4		Is		✓		78,636		162,525		267,496		166,210
	Lump Sum FF&E Trailer 5		Is		✓		131,853		229,236		286,965		116,046
	Indicate if New or Used FF&E is provided		Is		✓		NEW		NEW		NEW		NEW
	Covered Decks FF&E Purchase		Is		✓		---		---		---		---
	Covered Decks FF&E Purchase		Is		✓		7,500		10,629		12,401		10,000
	Indicate if New or Used FF&E is provided		Is		---		NEW		NEW		NEW		NEW
					---		---		---		---		---
	BASE BID TOTAL				875,000		593,000		1,278,000		1,472,000		878,000
A&D	Total Man-Hours within Base Bid						8,000				7,000		
	Total VDC Man-Hours included to comply with Appendix C												

A&D													
-----	--	--	--	--	--	--	--	--	--	--	--	--	--

GRAND TOTAL		INCOMPLETE	INCOMPLETE	INCOMPLETE	INCOMPLETE	INCOMPLETE
A&D	Unbought Scope					
	HP Trailer Partition Changes	Is	✓	N	27,000	27,000

E.03



HENSEL PHELPS
Plan. Build. Manage.

Apron & Site Demolition

Type: For Award

Classification →

Compass

Compass

Compass

Compass

Compass

Compass

PROJECT: Enabling Bid Package Tampa Airside D
LOCATION: Tampa, FL
OWNER: Hillsborough County Aviation Authority - Tampa International Airport
BID DATE: 9/18/2024

Quantities	HPCC	Bidder 1	Bidder 2	Bidder 3	Bidder 4	Bidder 5	Bidder 6	Bidder 7

Base Bid at a glance: **3,319,000** 5,784,000 4,302,000 6,754,000 ~~38,000~~ 3,822,000 3,771,000 3,250,000

SEC	DESCRIPTION	QTY	UN	UP	TOTAL	UP	TOTAL	UP	TOTAL	UP	TOTAL	UP	TOTAL	UP	TOTAL	UP	TOTAL	UP	TOTAL
	Bid Amount	599,080	GSF		3,318,579		5,783,676		3,962,786		6,753,702		w/Below		3,771,888		2,077,351		3,249,800
	Bond This Project Now/Rate				✓	Varies	---		Y - 1.1%		Y - 0.5%		---		Y - 1.7%		Y - 2.5%		Y - 1.5%
	Sales Tax: 7.5%				✓				✓		✓		✓		✓		✓		✓
	DBE Compliance - 15%			-	✓	DBE	N - 7%	-	N - 0.0%	DBE	N - 8.7%	-	✓	DBE	Y - 68%	DBE	Y - 15%	DBE	N - 9%
	Lead Time & Schedule				✓				✓		✓		✓		✓		✓		✓
	Addenda - 1/2				✓				✓		✓		✓		✓		✓		✓
DIV 00 & 01	GEN CONDITIONS & REQUIREMENTS				✓				✓		✓		✓		✓		✓		✓
31 05 10	Site Preparation (As Applies)				✓				✓		✓		✓		✓		✓		✓
31 20 00	Earth Moving (As Applies)				✓				✓		✓		✓		✓		✓		✓
	Turnkey relocation of existing 10,000-gallon fuel tank				✓			N	200,000		✓	N			✓	N	200,000		✓
	Special Excavation Procedures				✓				✓		✓	N		N	50,000	N	50,000		✓
	Demolish Abandoned Fuel Line				✓				✓		✓	N			✓	N	1,300,000		✓
	Demolish existing guard booths				✓				✓		✓		11,400		✓	N	40,000		✓
	Demolish of Airside D concrete apron				✓				✓		✓	N			✓		✓		✓
	Crushed to P-209				✓				✓		✓	N			✓		✓		✓
	Fill material at remaining apron edges				✓				✓		✓	N			✓		✓		✓
	Concrete ramps				✓			N	75,000		✓	N			✓		✓		✓
	Soil retainage systems designed by this subcontractor at tunnel				✓			N	63,833		✓	N			✓		63,833		✓
	Tire Wash Maintenance systems & drainage grating				✓				✓		✓		26,400		✓	N	40,000		✓
					---				---		---		---		---		---		---
					---				---		---		---		---		---		---
					---				---		---		---		---		---		---
	BASE BID TOTAL				3,319,000		5,784,000		4,302,000		6,754,000		INCOMPLETE		3,822,000		3,771,000		3,250,000
A&D	Total Man-Hours within Base Bid						10,753		14,120		13,500								10,920
	Total VDC Man-Hours included to comply with Appendix C						400				120								

E.04



Dewatering

Type: For Award

Classification →

LMOVM 2:12

LMOVM 2:14

Compass - 200,000 gallons per day of

Compass

Compass

Compass

Compass

PROJECT: Enabling Bid Package Tampa Airside D
LOCATION: Tampa, FL
OWNER: Hillsborough County Aviation Authority - Tampa International Airport
BID DATE: 9/18/2024

HPCC	Bidder 1	Bidder 2	Bidder 3	Bidder 4	Bidder 5	Bidder 6	Bidder 7	Bidder 8	Bidder 9

Base Bid at a glance:		1,008,000										1,593,000									
SEC	DESCRIPTION	QTY	UN	UP	TOTAL	UP	TOTAL	UP	TOTAL	UP	TOTAL	UP	TOTAL	UP	TOTAL	UP	TOTAL	UP	TOTAL	UP	TOTAL
	Bid Amount	599,080	GSF		1,007,663		NO BID		NO BID		NO BID		NO BID		NO BID		NO BID		NO BID		NO BID
	Bond This Project Now/Rate				✓		-		-		-		-		-		-		-		-
	Sales Tax: 7.5%				✓						Y - 3%										
	DBE Compliance - 0%				✓						DBE		Y - 100%								
	Lead Time & Schedule				✓																
	Addenda - 1/2				✓																
DIV 00 & 01	GEN CONDITIONS & REQUIREMENTS				✓																
31 23 19	Dewatering (As Applies)				✓																
	Design				✓																
	Construct				✓																
	Maintain				✓																
	Remove				✓																
	Diesel back-up				✓																
	Reports				✓																
	24 Month Duration				✓																
					---		---		---		---		---		---		---		---		---
	BASE BID TOTAL				1,008,000		INCOMPLETE		INCOMPLETE		INCOMPLETE		1,593,000		INCOMPLETE		INCOMPLETE		INCOMPLETE		INCOMPLETE
A&D	Total Man-Hours within Base Bid												2,024								Not hydrocarbon capable
	Total VDC Man-Hours included to comply with Appendix C												100								

ALTERNATE:

GRAND TOTAL		INCOMPLETE										INCOMPLETE									
A&D	Unbought Scope																				
	Add 30 days of dewatering												65,730								20,846
	Deduct 30 days of dewatering												-								20,846

BID FORM UNIT PRICING:

E.07

Enabling Electrical & Technology

Type: For Award

Classification →

Compass

Compass

Compass

Compass

Compass

PROJECT:	Enabling Bid Package Tampa Airside D
LOCATION:	Tampa, FL
OWNER:	Hillsborough County Aviation Authority - Tampa International Airport
BID DATE:	9/18/2024

	HPCC	Bidder 1	Bidder 2	Bidder 3	Bidder 4	Bidder 5	Bidder 6	Bidder 7
Quantities								

Base Bid at a glance: 2,869,000 2,651,000 3,044,000 2,720,000 4,300,000 3,602,000

SEC	DESCRIPTION	QTY	UN	UP	TOTAL	UP	TOTAL	UP	TOTAL	UP	TOTAL	UP	TOTAL	UP	TOTAL	UP	TOTAL		
	Bid Amount	599,080	GSF		2,869,455		w/Below		NO BID		w/Below		w/Below		w/Below		NO BID		w/Below
	Bond This Project Now/Rate				✓		Y - 0.9%		-		Y - 1.5%		Y - 2%		Y - 0.45%		-		Y - 1%
	Sales Tax: 7.5%				✓						✓		✓		✓				✓
	DBE Compliance - 15%			-	✓	DBE	Y - 19%	-		DBE	N - 0%	DBE	Y - 15%	DBE	Y - 19.83%	-		DBE	N - 5.3%
	Lead Time & Schedule				✓					40 wks	✓		✓		✓				✓
	Addenda - 1/2				✓						✓		✓		✓				✓
DIV 00 & 01	GEN CONDITIONS & REQUIREMENTS				✓						✓		✓		✓				✓
Division 26	Electrical (complete)				✓						✓		✓		✓				✓
Division 27	Communications (complete)				✓						✓		✓		✓				✓
31 05 10	Site Preparation (as applies)				✓						✓		✓		✓				✓
31 20 00	Earth Moving (as applies)				✓						✓		✓		✓				✓
31 23 33	Trenching and Backfilling (as applies)				✓						✓		✓		✓				✓
	Furnish and install construction power, including distribution				✓						✓		✓		✓				✓
	Decommission and demolish existing high mast lights				✓						✓		✓		✓				✓
	Special Excavation Procedures				✓						✓		✓		✓				✓
	Furnish and install Trailer Power				✓						✓		✓		✓				✓
	Grounding and Bonding				✓						✓		✓		✓				✓
	Fencing Grounding & Bonding				✓						✓		✓		✓				✓
	Horizontal Data Cabling				✓						✓		✓		✓				✓
	HCAA IT Closet Additions				✓		14,000			N	14,000	N	14,000	N	14,000			N	14,000
	Trailer Honeywell security systems				✓						✓		✓		✓				✓
	Site Wi-Fi				✓						✓		✓		✓				✓
	Enabling Electrical & Technology				---		---		---		---		---		---		---		---
	Subtotal - Electrical				✓		2,264,180				2,535,100		2,210,000		2,100,000				2,965,000
	Subtotal - Technology & Related				✓		255,325			N	345,000		345,000		2,024,670				472,500
	Subtotal - Trailer Security				✓		117,295			N	150,000		151,000		161,300				150,000
					---		---		---		---		---		---		---		---
	BASE BID TOTAL				2,869,000		2,651,000		INCOMPLETE		3,044,000		2,720,000		4,300,000		INCOMPLETE		3,602,000
A&D	Total Man-Hours within Base Bid						8,145		No Bid				10,500		6,000		No Bid		13,465
	Total VDC Man-Hours included to comply with Appendix C						180						400		100				700

ALTERNATE:

	GRAND TOTAL			INCOMPLETE	INCOMPLETE	INCOMPLETE	INCOMPLETE	INCOMPLETE	INCOMPLETE	INCOMPLETE	INCOMPLETE	INCOMPLETE	
A&D	Unbought Scope												
	Furnish and install Dewatering Pump Power			✓	N	50,000		N	50,000	N	50,000	N	50,000

E.08

Type: For Award



HENSEL PHELPS
Plan. Build. Manage.

Sitework & Site Utilities

Classification

Compass

Compass

Compass

PROJECT: Enabling Bid Package Tampa Airside D
LOCATION: Tampa, FL
OWNER: Hillsborough County Aviation Authority - Tampa International Airport
BID DATE: 9/18/2024

Classification	HPCC	Bidder 1	Bidder 2	Bidder 3			
	Quantities						

Base Bid at a glance: 6,120,000 8,813,000 8,218,000 8,079,000

SEC	DESCRIPTION	QTY	UN	UP	TOTAL	UP	TOTAL	UP	TOTAL	UP	TOTAL	UP	TOTAL	UP	TOTAL
	Bid Amount	599,080	GSF		6,120,151		w/Below		w/Below		w/Below				
	Bond This Project Now/Rate				✓		γ - 1%	0.5%	γ - 0.5%		γ - 0.45%				
	Sales Tax: 7.5%				✓		✓		✓		✓				
	DBE Compliance - 15%			-	✓	DBE	N - 12.43%	DBE	Y - 17.2%	DBE	N - 14.67%				
	Lead Time & Schedule				✓		✓		✓		✓				
	Addenda - 1/2				✓		✓		✓		✓				
DIV 00 & 01	GEN CONDITIONS & REQUIREMENTS				✓		✓		✓		✓				
03 30 01	Cast-In-Place Concrete (As Applies)				✓		✓		✓		✓				
31 05 10	Site Preparation (As Applies)				✓		✓		✓		✓				
31 20 00	Earth Moving (Complete)				✓		✓		✓		✓				
31 23 19	Dewatering (As Applies)				✓		✓		✓		✓				
31 41 16	Steel Sheet Piling (Complete)				✓		✓		✓		✓				
32 11 00	Base Courses (Complete)				✓		✓		✓		✓				
32 12 16	Asphalt Paving (Complete)				✓		✓		✓		✓				
32 13 13	Concrete Paving (Complete)				✓		✓		✓		✓				
32 16 13	Concrete Curb and Gutter (Complete)				✓		✓		✓		✓				
32 16 23	Concrete Sidewalks (Complete)				✓		✓		✓		✓				
32 17 23	Pavement Markings (Complete)				✓		✓		✓		✓				
Division 33	Utilities (Complete)				✓		✓		✓		✓				
	Stormwater Pollution Prevention Installation				✓		✓		✓		✓				
	Construction Entrances				✓		✓		10,000		✓				
	Backfilling, Site Grading, and Cut to Fill				✓		✓		✓		158,150				
	Underdrain System				✓		✓		✓		✓				
	Special Excavation Procedures				✓		✓		✓		✓				
	Asphalt Paving at Roadway and Parking				✓		✓		✓		✓				
	Sidewalk and Curb & Gutter				✓		✓		✓		✓				
	Concrete for Electrical, Guard Booths, Fuel Tanks				✓		✓		✓		✓				
	Complete Site Storm Drainage				✓		✓		✓		288,000				
	Complete Site Sanitary Sewer				✓		✓		5,000		✓				
	Complete Site Domestic Water				✓		✓		5,000		✓				
	Complete Site Fire Water				✓		✓		✓		✓				
	Pavement Markings				✓		✓		✓		✓				
	Eradication of Existing Paving Markings				✓		✓		✓		✓				
	VSR Road				✓		✓		✓		✓				
	MOT Signage				✓		✓		50,000		✓				
	Revised Underdrain Layout Post Bid				✓		✓		171,000		171,000				

E.08

Type: For Award



HENSEL PHELPS
Plan. Build. Manage.

Sitework & Site Utilities

PROJECT: Enabling Bid Package Tampa Airside D

LOCATION: Tampa, FL

OWNER: Hillsborough County Aviation Authority - Tampa International Airport

BID DATE: 9/18/2024

Classification

Compass

Compass

Compass

Quantities	HPCC	Bidder 1	Bidder 2	Bidder 3			

Base Bid at a glance:														6,120,000		8,813,000		8,218,000		8,079,000	
SEC	DESCRIPTION	QTY	UN	UP	TOTAL	UP	TOTAL	UP	TOTAL	UP	TOTAL	UP	TOTAL	UP	TOTAL	UP	TOTAL				
	North Trailer Complex				---		---		---		---		---								
	Subtotal - Site Demolition				✓		121,091		66,000		600,000										
	Subtotal - Earthwork				✓		516,565		620,000		450,000										
	Subtotal - Dewatering				✓		178,116		18,000		1,730										
	Subtotal - Asphalt Paving & Striping				✓		3,517,151		3,360,000		3,200,000										
	Subtotal - Site Concrete				✓		210,697		90,000		150,000										
	Subtotal - Water Utilities				✓		246,867		438,000		380,000										
	Subtotal - Sanitary Utilities				✓		554,115		730,000		550,000										
	Subtotal - Storm Drain Utilities				✓		320,150		388,000		125,000										
	South Site				---		---		---		---										
	Subtotal - Site Demolition				✓		613,971		56,000		250,000										
	Subtotal - Earthwork				✓		1,498,868		535,000		450,000										
	Subtotal - Dewatering				✓		123,480		-		170,000										
	Subtotal - Asphalt Paving & Striping				✓		117,236		770,000		350,000										
	Subtotal - Site Concrete				✓		78,644		92,000		100,000										
	Subtotal - Water Utilities				✓		71,686		172,000		150,000										
	Subtotal - Sanitary Utilities				✓		-		-		1,000										
	Subtotal - Storm Drain Utilities				✓		644,395		622,000		485,000										
	Subtotal VDC				---		---		20,000		---										
	Subtotal Bollards				---		---		---		48,620										
	BASE BID TOTAL						6,120,000		8,813,000		8,218,000		8,079,000	INCOMPLETE	INCOMPLETE	INCOMPLETE					
A&D	Total Man-Hours within Base Bid								18,400		20,200										
	Total VDC Man-Hours included to comply with Appendix C																				

E.08

Type: For Award



HENSEL PHELPS
Plan. Build. Manage.

Sitework & Site Utilities

PROJECT: Enabling Bid Package Tampa Airside D
LOCATION: Tampa, FL
OWNER: Hillsborough County Aviation Authority - Tampa International Airport
BID DATE: 9/18/2024

Classification	Compass			Compass			Compass		
	HPCC	Bidder 1	Bidder 2	Bidder 3					
Quantities									

Base Bid at a glance:													6,120,000		8,813,000		8,218,000		8,079,000	
SEC	DESCRIPTION	QTY	UN	UP	TOTAL	UP	TOTAL	UP	TOTAL	UP	TOTAL	UP	TOTAL	UP	TOTAL	UP	TOTAL			

ALTERNATE:																	
1	Exchange Yard Construction		ls		350,000				10,000				85,900				
	Disposal of contaminated soils		cy		w/Above			325	---			180	---				
	Import of clean fill		cy		w/Above			60	---			75	---				
	-				---				---				---				
	-				---				---				---				
	TOTAL ALTERNATE 1				350,000				10,000				86,000				INCOMPLETE
A&D									Unit Price Risk								

2	Dewatering Contamination Management		ls		No Bid				No Bid				No Bid				No Bid
	-				---				---				---				---
	TOTAL ALTERNATE 2				-				-				-				-
A&D																	

GRAND TOTAL				6,470,000		INCOMPLETE		8,228,000		8,165,000		INCOMPLETE		INCOMPLETE		INCOMPLETE	
A&D	Unbought Scope																
	Bollards	60	ea		✓	N	72,000	N	72,000	N	72,000						
	Underdrain Cleanouts	1	ls		✓	N	25,000		25,000		25,000						

E.09



HENSEL PHELPS
Plan. Build. Manage.

Fences & Vehicle Gates

Type: For Award

Classification →

Compass

Compass

Compass

Compass

PROJECT: Enabling Bid Package Tampa Airside D
LOCATION: Tampa, FL
OWNER: Hillsborough County Aviation Authority - Tampa International Airport
BID DATE: 9/18/2024

HPCC	Bidder 1	Bidder 2	Bidder 3	Bidder 4	Bidder 5	Bidder 6
Quantities						

Base Bid at a glance:				687,000	2,215,000		1,078,000	495,000	2,106,000	817,000	
SEC	DESCRIPTION	QTY	UN	UP	TOTAL	UP	TOTAL	UP	TOTAL	UP	TOTAL
	Bid Amount	599,080	GSF		687,174		2,215,000	No Bid	778,000	w/Below	2,056,000
	Bond This Project Now/Rate				✓		Y - 1.35%		Y - 1.5%	No	Y - 2.1%
	Sales Tax: 7.5%				✓				✓		Y - 3%
	DBE Compliance - 15%			-	✓	-	N - 0%	-	✓	N - 0%	DBE
	Lead Time & Schedule				✓				✓		Y - 100%
	Addenda - 1/2				✓				✓		-
	GEN CONDITIONS & REQUIREMENTS				✓			N	0	✓	✓
03 30 01	Cast-in-Place Concrete - Enabling (As Applies)				✓				✓		✓
32 31 13	Chain Link Fences and Gates (Complete)				✓				✓	No - AOA only	✓
	Airside D Site				✓				✓	415,000	✓
	North Trailer Complex				✓				✓	N	✓
	Fencing Scrim				✓				✓		✓
	Concrete Jersey Barriers				✓			N	200,000	N	Water Barriers
	Wildlife Deterrent Skirting				✓				✓	N	✓
	Grounding and Bonding				✓			N	50,000	N	50,000
	Crilling, Core Drilling				✓			N	50,000	N	✓
	Five Additional (5) Fencing Realignment				✓				✓	N	25,000
	Emergency Repairs Quantities				✓				✓	N	5,000
					---		---		---		---
					---		---		---		---
	BASE BID TOTAL				687,000		2,215,000	INCOMPLETE	1,078,000	INCOMPLETE	2,106,000
A&D	Total Man-Hours within Base Bid						4,680		2,000	Incomplete	
	Total VDC Man-Hours included to comply with Appendix C									Wrong Product	4,000
										Missing Scope	

ALTERNATE:

GRAND TOTAL		INCOMPLETE	INCOMPLETE	INCOMPLETE	INCOMPLETE	INCOMPLETE	INCOMPLETE	INCOMPLETE	INCOMPLETE
A&D	Unbought Scope								
	Additional Scrim Area Per HCAA w/ Yearly Replacements	1	145,000	N	145,000	N	145,000	N	145,000



General Conditions & Staffing Budgets have been established for the enabling work period between December 2024 through the end of June 2026. Costs are included to support the full mobilization efforts of the team. While initial enabling budgets covered enabling operations, foundations, and the core team, the Design/Builder has expanded this budget to support further project ramp-up efforts. As the Design/Builder transitions from 2025 to 2026, design completion will occur, and the final Guaranteed Maximum Price (GMP) will be negotiated, releasing all trades for the submittal and coordination phase of the project. VDC staff will be fully engaged, and office teams will be approaching full strength to support submittals, coordination, procurements, compliance documents, and startup planning functions. As the Part 1 HP core management staff budgets expire in the fall of 2025, the Design/Builder will allocate funds to transition them to the Part 2 team. With MEP trades coordination, foundations, structural coordination, and long lead items occupying the fall of 2025, the winter of 2026 will bring all skin and finishes trades onto the team. As design moves from 90% to 100% completion and purchasing efforts are in full swing, the project team will engage with trade partners to initiate material submittals and procurements.

The General Conditions report is included which has a column added to designate which costs are included for the enabling duration and selective items which are for the full job duration.

The staffing table is included showing the respective positions and focused areas of responsibility.

GMP 01 General Conditions / General Requirements

Job Size: 599,084 sqft
 Client: Hillsborough County Airport Authority
 Architect: HNTB

Estimate: Working - GCs - TIA Airside D Enabling R1

Report Date: 11/18/2024 8:59:11 AM

Grouped by: Group Phase \ Phase \ Similar Items combined	Quantity	U/V/A	Duration	WH/Unit	Unit/WH	Labor			Amount	Material		Subcontract		Equipment		Total		
						Hours	\$ / Hour	Unit Cost		Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount	
01-10-00.00 - HP GENERAL CONDITIONS AND GENERAL						584,188	26.97		15,754,589		851,723		2,632,193		1,776,110		21,014,616	
01-10-10.00 - Supervision and Administration						133,447	117.83		15,724,370		225,495				480,775		16,430,641	
Add Adjustment for Partner Participation	200 mo			173.330	0.01	34,666	175.4	30,402.	6,080,400								30,402.	6,080,400
Delete Adjustment for HPCC Wages	200(,0.) mo			173.330	0.01	(34,666)	85.28	14,781.	(2,956,200)								14,781.	(2,956,200)
Program Director	12 mo	R	E	173.330	0.01	2,123	159.46	27,639.81	338,588	834.87	10,227			1,742.34	21,344		30,217.03	370,159
General Superintendent	12 mo	R	E	173.330	0.01	2,123	149.55	25,920.65	317,528	834.53	10,223			1,741.63	21,335		28,496.82	349,086
Project Manager for Construction	12 mo	R	E	173.330	0.01	2,123	136.82	23,714.3	290,500	863.88	10,583			1,802.89	22,085		26,381.07	323,168
Project Manager for Design Assist	16 mo	R	E	173.330	0.01	2,773	136.82	23,714.3	379,429	863.89	13,822			1,802.89	28,846		26,381.07	422,097
Project Manager	26 mo	R	E	173.330	0.01	4,507	136.82	23,714.3	616,572	863.89	22,461			1,802.89	46,875		26,381.07	685,908
Project Superintendent	26 mo	R	E	173.330	0.01	4,507	113.41	19,657.9	511,105	717.21	18,648			1,496.79	38,917		21,871.91	568,670
Senior Project Superintendent	12 mo	R	E	173.330	0.01	2,123	113.41	19,657.9	240,809	717.21	8,786			1,496.79	18,336		21,871.91	267,931
Area Superintendent	58 mo	R	E	173.330	0.01	10,053	92.74	16,075.18	932,360	662.92	38,449			1,383.48	80,242		18,121.57	1,051,911
Low Voltage / Special Systems Integrator	17 mo	R	E	173.330	0.01	2,947	92.74	16,075.17	273,278	662.92	11,270			1,383.48	23,519		18,121.57	308,067
MEP Systems Integrator	17 mo	R	E	173.330	0.01	2,947	124.3	21,544.47	366,256	888.46	15,104			1,854.18	31,521		24,287.12	412,881
Project Engineer	81 mo	R	E	173.330	0.01	14,040	86.12	14,926.46	1,209,043								14,926.46	1,209,043
Scheduler	12 mo	R	E	173.330	0.01	2,123	110.44	19,142.52	234,496								19,142.52	234,496
Safety Admin	11 mo	R	E	173.330	0.01	1,907	44.78	7,761.62	85,378								7,761.62	85,378
Safety Engineer	22 mo	R	E	173.330	0.01	3,813	80.55	13,961.08	307,144								13,961.08	307,144
Safety Manager (Sr.)	16 mo	R	E	173.330	0.01	2,773	102.6	17,783.55	284,537	669.46	10,711			1,397.12	22,354		19,850.13	317,602
CQC Admin	11 mo	R	E	173.330	0.01	1,907	44.87	7,777.75	85,555								7,777.75	85,555
CQC Lead	48 mo	R	E	173.330	0.01	8,320	121.98	21,143.48	1,014,887								21,143.48	1,014,887
CQC Manager	15 mo	R	E	173.330	0.01	2,513	130.18	22,563.96	327,177	820.72	11,900			1,712.81	24,836		25,097.49	363,914
VDC Engineer	19 mo	R	E	173.330	0.01	3,293	100.57	17,431.17	331,192								17,431.17	331,192
VDC Manager	12 mo	R	E	173.330	0.01	2,123	124.49	21,577.37	264,323	877.01	10,743			1,830.27	22,421		24,284.65	297,487
Field Engineer	86 mo	R	E	173.330	0.01	14,906	69.27	12,005.76	1,032,495								12,005.76	1,032,495
LEED Coordinator	6 mo	R	E	173.330	0.01	1,040	70.54	12,226.92	73,362								12,226.92	73,362
Office Engineer	117 mo	R	E	173.330	0.01	20,280	70.54	12,226.92	1,430,550								12,226.92	1,430,550
Design Manager	25 mo	R	E	173.330	0.01	4,377	144.09	24,974.74	630,612	877.88	22,166			1,832.1	46,260		27,684.72	699,039
Senior Design Manager	2 mo	R	E	173.330	0.01	329	144.09	24,974.75	47,452	877.87	1,668			1,832.1	3,481		27,684.72	52,601
Lead Estimator	16 mo	R	E	173.330	0.01	2,773	104.3	18,078.85	289,262								18,078.85	289,262
Senior Estimator	10 mo	R	E	173.330	0.01	1,733	105.26	18,245.1	182,451	651.14	6,511			1,358.9	13,589		20,255.15	202,551
Admin / Secretary	13 mo	R	E	173.330	0.01	2,297	44.78	7,761.62	102,841								7,761.62	102,841
Job Site Accountant	21 mo	R	E	173.330	0.01	3,553	90.3	15,651.37	320,853								15,651.37	320,853
Intern	18 mo	R	E	173.330	0.01	3,120	25.68	4,451.94	80,135	123.45	2,222			823.02	14,814		5,398.41	97,171
01-10-20.00 - Misc Supervision and Administration						18,026						1,864,172		23,113			1,887,285	
Auto Allowance (All Eligible Positions) - W/ Rates	info																	
Field Engineers' Equipment	86 mo	L	F	173.330	0.01	14,906								268.75	23,113		268.75	23,113
VDC Equipment & Subcontracts	1 ls	L	E									1,634,172.	1,634,172				1,634,172.	1,634,172
Professional Surveyor - Building Primary Control	1 ls	L										100,000.	100,000				100,000.	100,000
District Personnel Travel - w/ OHP	info																	
Jobsite Travel	50 trip	R	E									800.	40,000				800.	40,000
Seminar Travel - w/ OHP	info																	
Moving & Relocate (AS/PE/LeadVDC) - w/ Allowance	info																	
Moving & Relocate (OE/QC) - w/ Allowance	info																	
Moving & Relocate (PM/PS/QC/SM) - w/ Allowance	info																	
Intern Housing	18 mo	L	E	173.330	0.01	3,120						5,000.	90,000				5,000.	90,000
01-10-30.00 - Plans and Printing													10,000				10,000	
Project Plans / Printing	20 set	L	E									500.	10,000				500.	10,000
Staff Training - w/ OHP	info																	
01-10-40.00 - Safety and First Aid						133,291					52,578		3,125		19,753		75,456	
First Aid Cabinets Purchase	5 ea	L	F							1,128.75	5,644						1,128.75	5,644
First Aid Kits (Trucks)	6 ea	L	E							37.63	226						37.63	226
First Aid Supplies	5 ea	L	E							1,075.	5,375						1,075.	5,375
AED Device Purchase	4 ea	L	F											3,762.5	15,050		3,762.5	15,050
CARES Program	1 ea	L	E									2,083.34	2,083	3,135.41	3,135		5,218.75	5,219
PA System	1 ea	L	F									1,041.67	1,042	1,567.7	1,568		2,609.37	2,609
Safety Equipment - Craft w/ craft wages	info																	
Safety Equipment - Salaried	769 mo	L	E	173.330	0.01	133,291				53.75	41,334						53.75	41,334
Fire Ext (1 EA/3,000 sf) - w/ Enabling Subcontract	info																	
Fire Ext Maintenance (375 EAx 3 yrs) - w/ Enabling Subcontract	info																	
Backrails & Toeboards w/ COW	info																	
Remove Toeboards & Backrails w/ COW	info																	
Contaminated Material HSP - w/ Allowance	info																	

GMP 01 General Conditions / General Requirements

Job Size: 599,084 sqft
Client: Hillsborough County Airport Authority
Architect: HNTB

L=Lump Sum V=Vehicle A=Allowance R=Rate F = Full Job Duration E = Enabling Duration										Material		Subcontract		Equipment		Total	
Grouped by:	Quantity	U/V/A	Duration	WH/Unit	Unit/WH	Labor Hours	\$ / Hour	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount
01-10-50.00 - Temporary Facilities	info					244,399	0.12		30,219		444,489		546,230		792,369		1,813,307
Install Steel Safety Cable - w/ Steel	info																
Remove Steel Safety Cable w/ COW	info																
Horiz Opening Protection w/ COW	info																
Office Trailer Complex & Development - w/ Enabling	info																
On-Site Trailer Holding Tank - On-site Services	19 mo	L	E	173.330	0.01	3,293						1,100.	20,900		1,100.	20,900	
Temp. Toilets - Includes 2 Pumps/Wk - On-Site Trailer	504 mo	L	E	173.330	0.01	87,358						225.	113,400		225.	113,400	
Wash Stations - On-Site Services	328 mo	L	E	173.330	0.01	56,852						185.	60,680		185.	60,680	
Aerial Photos	19 ea	L	E									200.	3,800		200.	3,800	
Apron Jobsite Office Rent	19 mo	L	E	173.330	0.01	3,293						3,000.	57,000		3,000.	57,000	
Earthcam	2 ea	L	F									59,000.	118,000		59,000.	118,000	
Preconstruct Photo Survey	1 ea	L	E									20,000.	20,000		20,000.	20,000	
Professional Photos - w/ Future GMP	info																
Office Trailer Complex Pest Control	50 mo	L	F	173.330	0.01	8,667						500.	25,000		500.	25,000	
Office Trailer Furniture Repairs & Maintenance	1 ls	L	F									25,000.	25,000		25,000.	25,000	
Bulletin Boards	2 ea	L	E					150.	300			3,000.	6,000		3,150.	6,300	
Misc Jobsite Signs	1 ls	L	F							26,875.	26,875				26,875.	26,875	
Jobsite Wellness	19 mo	L	E	173.330	0.01	3,293				5,590.	106,210				5,590.	106,210	
Project Sign	2 ls	L	F					833.34	1,667	4,479.17	8,958				5,312.5	10,625	
Office Supplies & Equipment	19 mo	L	E	173.330	0.01	3,293				3,359.38	63,828				3,359.38	63,828	
Jobsite Plotter - Copies /Maintenance	19 mo	L	E	173.330	0.01	3,293						268.75	5,106		268.75	5,106	
Jobsite Plotter - Purchase	1 ls	L	F									8,600.	8,600		8,600.	8,600	
Jobsite Printer - C3530i (HP Trailer Type 3)	19 mo	L	E	173.330	0.01	3,293						693.37	13,174		693.37	13,174	
Jobsite Printer - C3530i (HP Trailer Type 4)	19 mo	L	E	173.330	0.01	3,293						693.38	13,174		693.38	13,174	
Jobsite Printer - C3530i (HP Trailer Type 5)	19 mo	L	E	173.330	0.01	3,293						693.37	13,174		693.37	13,174	
Jobsite Printer - C7565i (HCAA OFOI)	info																
Jobsite Printer - C7565i (HP Office Field Trailer)	19 mo	L	E	173.330	0.01	3,293						693.38	13,174		693.38	13,174	
Jobsite Printer - Copies /Maintenance (HCAA OFOI)	info																
Jobsite Printer - Copies /Maintenance (HP Office Field Trailer)	19 mo	L	E	173.330	0.01	3,293						462.25	8,783		462.25	8,783	
Jobsite Printer - Copies /Maintenance (HP Trailer Type 3)	19 mo	L	E	173.330	0.01	3,293						231.12	4,391		231.12	4,391	
Jobsite Printer - Copies /Maintenance (HP Trailer Type 4)	19 mo	L	E	173.330	0.01	3,293						231.13	4,391		231.13	4,391	
Jobsite Printer - Copies /Maintenance (HP Trailer Type 5)	19 mo	L	E	173.330	0.01	3,293						231.12	4,391		231.12	4,391	
Field Tablets w/ case (FE, QC, AS, ++)	47 ea	L	E							1,290.	60,630				1,290.	60,630	
Jobsite Computers	35 ea	L	E							2,596.13	90,864				2,596.13	90,864	
Jobsite VDC / BIM Computer	1 ls	L	E							5,192.25	5,192				5,192.25	5,192	
ASA Firewall (for Network) w/ Network	info																
Access Points w/ Network	info																
Office/Jobsite Network with Server/Switch	1 ls	L	F									254,775.	254,775		254,775.	254,775	
Conference Room Trailer TV Monitors - w/ Enabling	info																
Conference Room Telephones	20 ea	L	F									1,612.5	32,250		1,612.5	32,250	
Office Telephones	10 ea	L	F									430.	4,300		430.	4,300	
Internet Monthly Charges (Main Trailer & Baggage)	19 mo	L	E	173.330	0.01	3,293						2,600.	49,400		2,600.	49,400	
Cellular Phone Monthly Charges - W/ Rates	mo																
Cellular Phone Purchases - W/ Rates	ea																
Postage & Shipping	19 mo	L	E	173.330	0.01	3,293						250.	4,750		250.	4,750	
Field Engineers Equipment	86 mo	L	E	173.330	0.01	14,906						268.75	23,113		268.75	23,113	
Laser Scanner	24 mo	L	E	173.330	0.01	4,160						4,140.9	99,382		4,140.9	99,382	
Temp light towers / plants	1 ls	L	F									161,250.	161,250		161,250.	161,250	
Total Station	30 mo	L	E	173.330	0.01	5,200						3,450.75	103,523		3,450.75	103,523	
2 gallon water coolers	80 ea	L	E									50.	4,000		50.	4,000	
Drinking Water for Trailers (Culligan Water & Ice Combo 5	19 mo	L	E	173.330	0.01	3,293						1,128.75	21,446		1,128.75	21,446	
Ice Machine	19 mo	L	E	173.330	0.01	3,293						250.	4,750		250.	4,750	
Ice service	19 mo	L	E	173.330	0.01	3,293						450.	8,550		450.	8,550	
Tower Ladders & Stairs - w/ Future GMP	info																
Employee Break Area Picnic tables (purchase) - w/ Enabling	info																
Employee Break Area Picnic tables (relocate) - w/ Enabling	info																
Employee Break Area Tent (monthly maintenance) - w/	info																
Employee Break Area Tent (purchase) - w/ Enabling	info																
Employee Break Area Tent (relocate) - w/ Enabling Subcontract	info																
Employee Parking Area 1 - 3" Asphalt (1500 Cars) - w/ Future	info																
Employee Parking Area 1 - 8" Base w/ Geogrid (1500 Cars) - w/	info																
Fuel Storage Area Install - w/ Future GMP	info																
Fuel Storage Area remove offsite	info																

GMP 01 General Conditions / General Requirements

		L=Lump Sum V=Vehicle A=Allowance R=Rate F = Full Job Duration E = Enabling Duration																	
Grouped by:	Group Phase \ Phase \ Similar items combined	Quantity	U/V/A	Duration	WH/Unit	Unit/WH	Labor			Material		Subcontract		Equipment		Total			
							Hours	\$ / Hour	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount	
	Temporary VSR Road (for tugs) (8" concrete x 30' Wide)	info																	
	Truck/const. staging area - remove offsite - w/ Future GMP	info																	
	Truck/const. staging area (6" with filter fabric) - w/ Future GMP	info																	
	Labor to move around plastic barriers on-site	750 hr	L	F		1.000	1.	750	37.67	37.67								37.67	28,253
	Low Profile Barricades with flashers - Allowance	50 ea	L	F							376.25	18,813						376.25	18,813
	Plastic Jersey Barriers Pick Up/ Drop Off/ Relocate freight	10 ea	L	E							2,687.5	26,875						2,687.5	26,875
	Plastic Jersey Barriers Pick Up/ Drop Off/ Relocate labor	640 hr	L	E		1.000	1.	640			40.5	25,917						40.5	25,917
	30' wide slide gate - Chain Link - w/ Fencing	info																	
	30' wide swing gate - Chain Link - w/ Fencing	info																	
	Temp concrete barrier with chain link above & remove - w/	info																	
	CCTV Wireless (2 years) - w/ Enabling Subcontract	info																	
	Chain link Fence - w/ Enabling Subcontract	info																	
	Craft ID / Project Badging System	1 ls	L	F								25,000.	25,000					25,000.	25,000
	Electrical for remote guard booths - w/ Enabling Subcontract	info																	
	Guard Booth for craft parking access - w/ Enabling Subcontract	info																	
	Red AOA Fence (with lights and 3-wire) - w/ Enabling	info																	
	Security Guard (2 guards + 1 vehicle) - w/ Enabling Subcontract	info																	
	Security Guard for craft parking access (2 guards) - w/ Enabling	info																	
	Temporary Fencing Maintenance - w/ Enabling Subcontract	info																	
	Temp. Water Service - w/ Enabling Subcontract	info																	
	Temp. Water Usage Cost - w/ Allowance	info																	
	Temp. Utilities To Office Trailer - w/ Enabling Subcontract	info																	
	Temp. Power Cost - On-Site Trailers	19 mo	L	E		173.330	0.01	3,293			465.83	8,851		179.17	3,404		645.	12,255	
	Temp. Power Cost - Trailer Complex - w/ HCAA	info																	
	Temp. Water Cost - On-Site Trailers	19 mo	L	E		173.330	0.01	3,293			77.64	1,475		29.86	567		107.5	2,043	
	01-10-60.00 - Building Services and Clean Up							34,666				27,574		144,666		10,320		182,560	
	Clean-Up Crew Materials, Trash Cans, etc. - w/ Enabling	info																	
	Composite Clean-Up Crew (4 ea / 3 years) - w/ Enabling	info																	
	Water, cups, ice for composite clean up crew - Non-Peak	24 mo	L	E		173.330	0.01	4,160				714.	17,136				714.	17,136	
	Water, cups, ice for composite clean up crew - Peak	24 mo	L	E		173.330	0.01	4,160			1,500.	36,000					1,500.	36,000	
	Dumpster Dump Fees (includes recycling premium)	150 ea	L	E							500.	75,000					500.	75,000	
	Dumpster Rental	114 mo	L	E		173.330	0.01	19,760			100.	11,400					100.	11,400	
	Trash Chutes - Temporary - w/ Future GMP	info																	
	Trash Chutes set up and dismantle - w/ Future GMP	info																	
	10 Gallon Recycling Containers for office workstations - w/	info																	
	50 Gallon Recycling Rolling Containers for trailers - w/ Enabling	info																	
	Const. Site Trash Cans (55 Gallon Rubbermaid, Heavy Duty) -	info																	
	Const. Site Trash Cans (55 Gallon Rubbermaid, Heavy Duty) -	info																	
	Trash Rolling carts (Rubbermaid hvy. duty 1/2 CY, 1400lbs) - w/	info																	
	Trailer/Office Janitorial Services - w/ Enabling Subcontract	info																	
	Final Clean-Up Estimate - Bldg - w/ Future GMP	info																	
	Final Clean-Up Estimate - Site - w/ Future GMP	info																	
	Floor Protection - Skudo (Install & Remove) - w/ Future GMP	info																	
	SWPPP Inspections and Maintenance	19 mo	L	E		173.330	0.01	3,293			1,451.25	27,574					1,451.25	27,574	
	SWPPP Online Reporting	19 mo	L	E		173.330	0.01	3,293					270.	5,130			270.	5,130	
	SWPPP Tracking Pads	4 ea	L	E										2,580.	10,320		2,580.	10,320	
	01-10-70.00 - Inspection and Quality Control													64,000				64,000	
	Building Envelope QC Visits	1 ls	L	E								25,000.	25,000				25,000.	25,000	
	QC Program Supplies	1 ls	L	E							15,000.	15,000					15,000.	15,000	
	Safety/QC BBQ	2 ea	L	E							12,000.	24,000					12,000.	24,000	
	01-10-80.00 - Temp. Heat and Protection																		
	Building Temp HVAC - w/ Future GMP	info																	
	01-10-90.00 - Equipment and Transportation							20,360				101,588			449,780			551,368	
	Buckhoist (1 double drum buckhoists) - w/ Future GMP	info																	
	Buckhoist electrical connection allowance - w/ Future GMP	info																	
	Buckhoist erect and dismantle - w/ Future GMP	info																	
	Buckhoist extension platforms - w/ Future GMP	info																	
	Buckhoist foundation/pads - w/ Future GMP	info																	
	Buckhoist Platforms - Ground Level - w/ Future GMP	info																	
	Exterior Skin Scaffold w/ trades	info																	
	Interior Scaffold / Dancefloor (open to above spaces) - w/	info																	
	Stair Towers - w/ Future GMP	info																	
	Structural repairs after buckhoist removal - w/ Future GMP	info																	

GMP 01 General Conditions / General Requirements

Job Size: 599,084 sqft

Client: Hillsborough County Airport Authority

Architect: HNTB

Report Date: 11/18/2024 8:59:11 AM

		L=Lump Sum V=Vehicle A=Allowance R=Rate F = Full Job Duration E = Enabling Duration																	
Grouped by:		Labor										Material		Subcontract		Equipment		Total	
Group Phase \ Phase \ Similar items combined	Quantity	U/V/A	Duration	WH/Unit	Unit/WH	Hours	\$ / Hour	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount		
Wheel Wash Station & Mats - w/ Enabling Subcontract	info																		
Extra cost for running 2 extra hours a day - w/ Future GMP	info																		
Hoist Freight In/Out (Mob) - w/ Future GMP	info																		
Hoist Operator (1 Cage) - w/ Future GMP	info																		
12K Telehandler Forklift - w/ Enabling Subcontract	info																		
6K 36' Telehandler Forklift - w/ Future GMP	info																		
Deliver / Pickup Forklift - w/ Future GMP	info																		
Deliver / Pickup Forklift - w/ Enabling Subcontract	info																		
Site U - Crane Pads (Oak Mats) - w/ Future GMP	info																		
Site U - Crane Roads - Use existing apron	info																		
Site U - Laydown (Prep & Aggregate) - Use existing apron	info																		
Field Trucks - Delivery / Pick-up	2 ls	L	E									2,795.	5,590	2,795.	5,590				
Field Trucks - HP (6 each)	114 mo	L	E	173.330	0.01	19,760			537.5	61,275		1,290.	147,060	1,827.5	208,335				
Dust control equipment maintenace - w/ Unbought Scope	info																		
Dust Control Equipment Operator (3 mo.X 40/week) - w/	info																		
General Exploratory Excavating	75 day	L	E	8.000	0.13	600			537.5	40,313		2,687.5	201,563	3,225.	241,875				
Street Sweeper (inc. Fuel) - w/ Unbought Scope	info																		
Water Truck (Incl. Fuel) - w/ Unbought Scope	info																		
Radio Base Station	1 ls	L	F									3,762.5	3,763	3,762.5	3,763				
Radios	50 ea	L	F									868.6	43,430	868.6	43,430				
Misc.Power Equip.	1 ls	L	E									5,375.	5,375	5,375.	5,375				
Small Tools	1 ls	L	E									26,875.	26,875	26,875.	26,875				
Repairs & Maintenance	1 ls	L	E									16,125.	16,125	16,125.	16,125				
Subtotal	599,084 sf			1.025	1.03	584,188	26.97	26.3	15,754,589	1.42	851,723	4.39	2,632,193	2.96	1,776,110	35.08	21,014,616		
Markups																			
Sales Tax - w/ Above - 7.5% of \$0 (ME)																			
Total Markups																			
ESTIMATE TOTAL	599,084 sf															35.08	\$21,014,616		

Project: 8023226 Location: Tampa Airside D Date: 10.31.24	2024					2025												20						
	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	
Project Manager for Design Assist - PM 2	Office	PM	1 - Core																					
Project Manager for Construction	Office	PM	1 - Core		0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25
Senior Project Superintendent	Field	PS	1 - Core		0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25
Senior Estimator - SE 1	Field	Est.	1 - Core																					
MEP Systems Integrator	Field	AS	1 - Core																					
Low Voltage/Special Systems Integrator	Field	AS	1 - Core																					
Accountant - 1	Office	Accountant	1 - Core																					
Accountant - 2	Office	Accountant	1 - Core		0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5
Project Administrator	Office	Admin	1 - Core		0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25
Senior Design Manager	Office	Design	1 - Core		0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1
Design Manager - 1	Office	Design	1 - Core		0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25
Design Manager - 2	Office	Design	1 - Core																					
General Superintendent	Field	GS	1 - Core		0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25
Program Director	Office	OM	1 - Core		0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25
QC Admin	Quality	Admin	1 - Core																					
QC Manager - 1	Quality	QCM	1 - Core		0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25
Senior Safety Manager	Safety	SM	1 - Core		0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5
Safety Admin	Safety	Admin	1 - Core																					
Scheduler	Office	Sched	1 - Core		0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25
VDC Manager	VDC	VDCM	1 - Core		0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25
LEED Coordinator - 1	Office	OE	1 - Core																					
Intern (HP) - Summer 2026, 2027, 2028	Intern	Intern	1 - Intern																					
Intern (HP) - Summer 2026, 2027, 2028	Intern	Intern	1 - Intern																					
Intern (HP) - Summer 2026, 2027, 2028	Intern	Intern	1 - Intern																					
Intern (HP) - Summer 2026, 2027, 2028	Intern	Intern	1 - Intern																					
Intern (HP) - Summer 2026, 2027	Intern	Intern	1 - Intern																					
Intern (HP) - Summer 2026, 2027	Intern	Intern	1 - Intern																					
Area Superintendent - ITB	Field	AS	1 - ITB - ALL																					
Project Engineer - ITB	Office	PE	1 - ITB - ALL																					
Safety Engineer - 3	Safety	SE	1 - Safety - ASD																					
Safety Engineer - 1	Safety	SE	1 - Safety - ASD																					
Field Engineer - 1	Field	FE	2 - Enabling		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Field Engineer - 2	Field	FE	2 - Enabling		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Project Manager - 1	Office	PM	2 - Enabling		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Project Superintendent - 1	Field	PS	2 - Enabling		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Area Superintendent - 1	Field	AS	2 - Enabling		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Project Engineer - 1	Office	PE	2 - Enabling		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Intern (HP) - Summer 2025	Intern	Intern	2 - Enabling																					
Intern (HP) - Summer 2025	Intern	Intern	2 - Enabling																					
Office Engineer - 1	Office	OE	2 - Enabling		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Office Engineer - 2	Office	OE	2 - Enabling		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
QC Lead - 1	Quality	QCE	2 - Enabling		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Field Engineer - 3	Field	FE	3 - Foundations																					
Field Engineer - 1	Field	FE	3 - Foundations																					
Field Engineer - 2	Field	FE	3 - Foundations																					
Project Manager - 1	Office	PM	3 - Foundations																					
Project Superintendent - 1	Field	PS	3 - Foundations																					
Area Superintendent - 2	Field	AS	3 - Foundations																					
Area Superintendent - 1	Field	AS	3 - Foundations																					
Project Engineer - 2	Office	PE	3 - Foundations																					
Office Engineer - 3	Office	OE	3 - Foundations																					
Office Engineer - 2	Office	OE	3 - Foundations																					
QC Lead - 2	Quality	QCE	3 - Foundations																					

Project: 8023226 Location: Tampa Airside D Date: 10.31.24	2024					2025												2026						
	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	
QC Lead - 1	Quality	QCE	3 - Foundations															1	1	1	1	1	1	1
Safety Engineer - 1	Safety	SE	3 - Foundations								1	1	1	1	1	1	1	1	1	1	1	1	1	1
QC Lead - 7	Quality	QCE	4 - ASD Civil																				1	1
Field Engineer - 16	Field	FE	4 - ASD Civil																		1	1	1	1
Field Engineer - 17	Field	FE	4 - ASD Civil																				1	1
Field Engineer - 18	Field	FE	4 - ASD Civil																				1	1
Field Engineer - 19	Field	FE	4 - ASD Civil																					1
Project Engineer - 8	Office	PE	4 - ASD Civil												1	1	1	1	1	1	1	1	1	1
Area Superintendent - 11	Field	AS	4 - ASD Civil																			1	1	1
Area Superintendent - 12	Field	AS	4 - ASD Civil																			1	1	1
Office Engineer - 14	Office	OE	4 - ASD Civil																			1	1	1
Office Engineer - 15	Office	OE	4 - ASD Civil																			1	1	1
Project Estimator - 2	Office	Est.	4 - ASD Civil																			1	1	1
Project Manager - 1	Office	PM	4 - ASD Civil/ Finishes																					
Project Superintendent - 1	Field	PS	4 - ASD Civil/ Finishes																					
Field Engineer - 7	Field	FE	5 - ASD Structure / Skin																			1	1	1
Field Engineer - 8	Field	FE	5 - ASD Structure / Skin																			1	1	1
Field Engineer - 9	Field	FE	5 - ASD Structure / Skin																				1	1
Field Engineer - 10	Field	FE	5 - ASD Structure / Skin																				1	1
Field Engineer - 11	Field	FE	5 - ASD Structure / Skin																					1
Field Engineer - 3	Field	FE	5 - ASD Structure / Skin																					1
Project Engineer - 1	Office	PE	5 - ASD Structure / Skin																				1	1
Area Superintendent - 7	Field	AS	5 - ASD Structure / Skin																				1	1
Area Superintendent - 8	Field	AS	5 - ASD Structure / Skin																				1	1
Area Superintendent - 9	Field	AS	5 - ASD Structure / Skin																				1	1
VDC Engineer - 2	VDC	VDCE	5 - ASD Structure / Skin																				1	1
Project Engineer - 6	Office	PE	5 - ASD Structure / Skin																				1	1
Project Superintendent - 3	Field	PS	5 - ASD Structure / Skin																				1	1
Project Manager - 4	Office	PM	5 - ASD Structure / Skin																				1	1
Office Engineer - 7	Office	OE	5 - ASD Structure / Skin																				1	1
Office Engineer - 8	Office	OE	5 - ASD Structure / Skin																				1	1
Office Engineer - 1	Office	OE	5 - ASD Structure / Skin																				1	1
Office Engineer - 10	Office	OE	5 - ASD Structure / Skin																					1
QC Lead - 5	Quality	QCE	6 - ASD MEP																				1	1
QC Lead - 1	Quality	QCE	6 - ASD MEP																				1	1
QC Lead - 6	Quality	QCE	6 - ASD MEP																				1	1
Field Engineer - 12	Field	FE	6 - ASD MEP																				1	1
Field Engineer - 13	Field	FE	6 - ASD MEP																				1	1
Field Engineer - 14	Field	FE	6 - ASD MEP																				1	1
Project Engineer - 7	Office	PE	6 - ASD MEP																				1	1
Area Superintendent - 10	Field	AS	6 - ASD MEP																				1	1
Project Estimator - 1	Office	Est.	6 - ASD MEP																					1
VDC Engineer - 3	VDC	VDCE	6 - ASD MEP																					1
Office Engineer - 11	Office	OE	6 - ASD MEP																				1	1
Office Engineer - 12	Office	OE	6 - ASD MEP																				1	1
Office Engineer - 13	Office	OE	6 - ASD MEP																				1	1
Project Manager - 2	Office	PM	6 - ASD MEP - ORAT																					1
Project Superintendent - 4	Field	PS	6 - ASD MEP - ORAT																					1
Field Engineer - 1	Field	FE	7 - ASD Baggage																					
Field Engineer - 2	Field	FE	7 - ASD Baggage																					
Project Engineer - 4	Office	PE	7 - ASD Baggage																					
Area Superintendent - 2	Field	AS	7 - ASD Baggage																					
Area Superintendent - 6	Field	AS	7 - ASD Baggage																					
Office Engineer - 6	Office	OE	7 - ASD Baggage																					
Field Engineer - 20	Field	FE	8 - ASD Finishes																					

Project: 8023226 Location: Tampa Airside D Date: 10.31.24	2024					2025												20								
	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN			
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23			
Field Engineer - 21	Field	FE	8 - ASD Finishes																							
Field Engineer - 22	Field	FE	8 - ASD Finishes																							
Field Engineer - 23	Field	FE	8 - ASD Finishes																							
Field Engineer - 10	Field	FE	8 - ASD Finishes																							
Field Engineer - 11	Field	FE	8 - ASD Finishes																							
Office Engineer - 16	Office	OE	8 - ASD Finishes															1	1	1	1	1	1			
Project Engineer - 9	Office	PE	8 - ASD Finishes															1	1	1	1	1	1			
Project Engineer - 10	Office	PE	8 - ASD Finishes																							
Area Superintendent - 13	Field	AS	8 - ASD Finishes																							
Area Superintendent - 14	Field	AS	8 - ASD Finishes																							
Area Superintendent - 1	Field	AS	8 - ASD Finishes																							
Office Engineer - 17	Office	OE	8 - ASD Finishes																		1	1	1			
Office Engineer - 18	Office	OE	8 - ASD Finishes																							
Office Engineer - 2	Office	OE	8 - ASD Finishes																							
Project Estimator - 3	Office	Est.	8 - ASD Finishes																		1	1	1	1		
QC Lead - 8	Quality	QCE	8 - ASD Finishes																					1		
Field Engineer - 7	Field	FE	9 - Airlines & Main Term																							
Field Engineer - 8	Field	FE	9 - Airlines & Main Term																							
Office Engineer - 1	Office	OE	9 - Airlines & Main Term																							
Office Engineer - 12	Office	OE	9 - Airlines & Main Term																							
Project Engineer - 6	Office	PE	9 - Airlines & Main Term																							
Area Superintendent - 8	Field	AS	9 - Airlines & Main Term																							
QC Lead - 9	Quality	QCE	9 - Airlines & Main Term																							
Project Manager - 4	Office	PM	9 - Airlines & Main Term																							
Project Superintendent - 3	Field	PS	9 - Airlines & Main Term																							
Safety Engineer - 1	Safety	SE	9 - Airlines & Main Term																							
			Positions																							
				0	0	0	0	12.35	12.4	15.4	15.4	15.4	17.6	22.9	24.9	31.9	40.1	47.1	61.1	62.1	71.1	75.1	82.1	91.1	102	107

Airside D HP Staff Rate Sheet 11-15-24	
	Negotiated Rate 2025*
Program Director	\$171.13
General Superintendent	\$161.33
Project Manager	\$149.24
Project Superintendent	\$123.73
Area Superintendent	\$102.43
Project Engineer	\$85.04
Safety Manager	\$112.27
Safety Engineer	\$79.54
CQC Manager	\$141.98
CQC Lead	\$120.46
CQC Assistant	\$96.62
Office Engineer	\$69.66
Field Engineer	\$68.40
Intern	\$30.38
Design Manager	\$156.65
MEP Coordinator	\$139.28
VDC Manager	\$137.28
Lead VDC Engineer	\$112.97
VDC Engineer	\$99.31
Senior Estimator	\$114.60
Project Estimator	\$117.69
Lead Estimator	\$103.00
Estimator	\$85.26
Scheduler	\$109.06
Office Manager	\$33.90
Admin / Secretary	\$44.22
Job Site Accountant	\$89.17

*4% increase in January 1st of every year starting 2026

** If position is filled by consultant, rate will be the consultant's rate and multiplier.

*** Rates as negotiated in this table may be mutually renegotiated should the level of expertise of the noted position support it and additional or reduced cost is justified. Any cost increases in rates would be at the sole discretion of the Owner. Any cost decreases would be at the mutual agreement of the Owner and Design Builder.

	Hourly					Monthly					Enabling
	Negotiated Rate 2025*	Negotiated Rate 2026*	Negotiated Rate 2027*	Negotiated Rate 2028*	Negotiated Rate 2029*	Negotiated Rate 2025*	Negotiated Rate 2026*	Negotiated Rate 2027*	Negotiated Rate 2028*	Negotiated Rate 2029*	Weighted Average 2025 = 13mo 2026 = 6mo
Program Director	\$ 171.13	\$ 177.98	\$ 185.09	\$ 192.50	\$ 200.20	\$ 29,662.53	\$ 30,849.03	\$ 32,083.00	\$ 33,366.32	\$ 34,700.97	\$ 30,037.22
General Superintendent	\$ 161.33	\$ 167.78	\$ 174.49	\$ 181.47	\$ 188.73	\$ 27,963.87	\$ 29,082.42	\$ 30,245.72	\$ 31,455.55	\$ 32,713.77	\$ 28,317.09
Project Manager	\$ 149.24	\$ 155.21	\$ 161.42	\$ 167.87	\$ 174.59	\$ 25,868.27	\$ 26,903.00	\$ 27,979.12	\$ 29,098.28	\$ 30,262.21	\$ 26,195.02
Project Superintendent	\$ 123.73	\$ 128.68	\$ 133.83	\$ 139.18	\$ 144.75	\$ 21,446.53	\$ 22,304.39	\$ 23,196.57	\$ 24,124.43	\$ 25,089.41	\$ 21,717.44
Area Superintendent	\$ 102.43	\$ 106.53	\$ 110.79	\$ 115.22	\$ 119.83	\$ 17,754.53	\$ 18,464.71	\$ 19,203.30	\$ 19,971.44	\$ 20,770.29	\$ 17,978.80
Project Engineer	\$ 85.04	\$ 88.44	\$ 91.98	\$ 95.66	\$ 99.48	\$ 14,740.27	\$ 15,329.88	\$ 15,943.07	\$ 16,580.80	\$ 17,244.03	\$ 14,926.46
Safety Manager	\$ 112.27	\$ 116.76	\$ 121.43	\$ 126.29	\$ 131.34	\$ 19,460.13	\$ 20,238.54	\$ 21,048.08	\$ 21,890.00	\$ 22,765.60	\$ 19,705.95
Safety Engineer	\$ 79.54	\$ 82.72	\$ 86.03	\$ 89.47	\$ 93.05	\$ 13,786.93	\$ 14,338.41	\$ 14,911.95	\$ 15,508.42	\$ 16,128.76	\$ 13,961.08
CQC Manager	\$ 141.98	\$ 147.66	\$ 153.57	\$ 159.71	\$ 166.10	\$ 24,609.87	\$ 25,594.26	\$ 26,618.03	\$ 27,682.75	\$ 28,790.06	\$ 24,920.73
CQC Lead	\$ 120.46	\$ 125.28	\$ 130.29	\$ 135.50	\$ 140.92	\$ 20,879.73	\$ 21,714.92	\$ 22,583.52	\$ 23,486.86	\$ 24,426.33	\$ 21,143.48
CQC Assistant	\$ 96.62	\$ 100.48	\$ 104.50	\$ 108.68	\$ 113.03	\$ 16,747.47	\$ 17,417.37	\$ 18,114.06	\$ 18,838.62	\$ 19,592.17	\$ 16,959.01
Office Engineer	\$ 69.66	\$ 72.45	\$ 75.34	\$ 78.36	\$ 81.49	\$ 12,074.40	\$ 12,557.38	\$ 13,059.67	\$ 13,582.06	\$ 14,125.34	\$ 12,226.92
Field Engineer	\$ 68.40	\$ 71.14	\$ 73.98	\$ 76.94	\$ 80.02	\$ 11,856.00	\$ 12,330.24	\$ 12,823.45	\$ 13,336.39	\$ 13,869.84	\$ 12,005.76
Intern	\$ 30.38	\$ 31.60	\$ 32.86	\$ 34.17	\$ 35.54	\$ 5,265.87	\$ 5,476.50	\$ 5,695.56	\$ 5,923.38	\$ 6,160.32	\$ 5,332.38
Design Manager	\$ 156.65	\$ 162.92	\$ 169.43	\$ 176.21	\$ 183.26	\$ 27,152.67	\$ 28,238.77	\$ 29,368.32	\$ 30,543.06	\$ 31,764.78	\$ 27,495.65
MEP Coordinator	\$ 139.28	\$ 144.85	\$ 150.65	\$ 156.67	\$ 162.94	\$ 24,141.87	\$ 25,107.54	\$ 26,111.84	\$ 27,156.32	\$ 28,242.57	\$ 24,446.82
VDC Manager	\$ 137.28	\$ 142.77	\$ 148.48	\$ 154.42	\$ 160.60	\$ 23,795.20	\$ 24,747.01	\$ 25,736.89	\$ 26,766.36	\$ 27,837.02	\$ 24,095.77
Lead VDC Engineer	\$ 112.97	\$ 117.49	\$ 122.19	\$ 127.08	\$ 132.16	\$ 19,581.47	\$ 20,364.73	\$ 21,179.31	\$ 22,026.49	\$ 22,907.55	\$ 19,828.81
VDC Engineer	\$ 99.31	\$ 103.28	\$ 107.41	\$ 111.71	\$ 116.18	\$ 17,213.73	\$ 17,902.28	\$ 18,618.37	\$ 19,363.11	\$ 20,137.63	\$ 17,431.17
Senior Estimator	\$ 114.60	\$ 119.18	\$ 123.95	\$ 128.91	\$ 134.07	\$ 19,864.00	\$ 20,658.56	\$ 21,484.90	\$ 22,344.30	\$ 23,238.07	\$ 20,114.91
Project Estimator	\$ 117.69	\$ 122.40	\$ 127.29	\$ 132.39	\$ 137.68	\$ 20,399.60	\$ 21,215.58	\$ 22,064.21	\$ 22,946.78	\$ 23,864.65	\$ 20,657.28
Lead Estimator	\$ 103.00	\$ 107.12	\$ 111.40	\$ 115.86	\$ 120.50	\$ 17,853.33	\$ 18,567.47	\$ 19,310.17	\$ 20,082.57	\$ 20,885.87	\$ 18,078.85
Estimator	\$ 85.26	\$ 88.67	\$ 92.22	\$ 95.91	\$ 99.74	\$ 14,778.40	\$ 15,369.54	\$ 15,984.32	\$ 16,623.69	\$ 17,288.64	\$ 14,965.07
Scheduler	\$ 109.06	\$ 113.42	\$ 117.96	\$ 122.68	\$ 127.58	\$ 18,903.73	\$ 19,659.88	\$ 20,446.28	\$ 21,264.13	\$ 22,114.69	\$ 19,142.52
Office Manager	\$ 33.90	\$ 35.26	\$ 36.67	\$ 38.13	\$ 39.66	\$ 5,876.00	\$ 6,111.04	\$ 6,355.48	\$ 6,609.70	\$ 6,874.09	\$ 5,950.22
Admin / Secretary	\$ 44.22	\$ 45.99	\$ 47.83	\$ 49.74	\$ 51.73	\$ 7,664.80	\$ 7,971.39	\$ 8,290.25	\$ 8,621.86	\$ 8,966.73	\$ 7,761.62
Job Site Accountant	\$ 89.17	\$ 92.74	\$ 96.45	\$ 100.30	\$ 104.32	\$ 15,456.13	\$ 16,074.38	\$ 16,717.35	\$ 17,386.05	\$ 18,081.49	\$ 15,651.37



See the following Participation Summary for anticipated participation for the DBE program. Further details on selected subcontractors will be provided in the Subcontractor Recommendation Letters that will be submitted for each trade. Letters of Intent for sub-tier vendors will be provided in the future as appropriate and in accordance with Tampa Airport's DBE Program.

DBE Participation Summary

Trade		Total Value	DBE Value	%
Bid Package				
#	Description			
E.01	Materials Testing & Inspections	\$ 4,789,000	\$ -	0%
	Pilot Holes	\$ 702,000	\$ 523,350	75%
E.02	Office Trailer Complex	\$ 5,226,000	\$ 5,226,000	100%
E.02	Office Trailer FF&E	\$ 596,000	\$ -	0%
	Subtier 1 - Reviewing Options with Subcontractor	\$ -	\$ -	
E.03	Apron & Site Demolition	\$ 3,250,000	\$ 286,000	9%
	Subtier 1 - Reviewing Options with Subcontractor	\$ -	\$ -	
	Subtier 2 - Reviewing Options with Subcontractor	\$ -	\$ -	
E.04	Dewatering	\$ 1,593,000	\$ 1,593,000	100%
E.07	Enabling Electrical & Technology	\$ 2,651,000	\$ 500,740	19%
	Subtier 1 - Reviewing Options with Subcontractor			TBD
	Subtier 2 - Reviewing Options with Subcontractor			TBD
E.08	Site Work & Site Utilities	\$ 8,027,000	\$ 1,185,004	16%
	Exchange Yard	\$ 600,000		0%
E.09	Fences & Vehicle Gates	\$ 817,000		0%
	Subtier 1 - Reviewing Options with Subcontractor			
	Allowances	\$ 6,084,000	\$ -	
	Unbought Scope	\$ 15,176,800	\$ -	
	General Conditions / General Requirements	\$ 21,014,616	\$ -	TBD
	Staffing	Pending Negotiations	\$ 3,000,000	14%
	COW Totals Enabling GMP 01:	\$ 70,526,416	\$ 12,314,094	17.5%
	Total Percentage Achieved	\$ 90,781,518	\$ 12,314,094	13.6%

DRAFT PROJECTION PENDING FINAL NEGOTIATIONS

Notwithstanding the information stated above, Hensel Phelps is committed to achieving a minimum of 13% DBE participation on Construction Services for the overall program.

ASD Schedule - Activity ID Cipher			
Leading Two	Second Two	Third Two	Last Two
PITS	Project Time Table Summary		
MLS	Milestone		
DS	Design		
	BA HCAA Board Approvals		
	DM Design Milestones		
	STUDY Study		
	PDD Project Definition Documents		
	ASD Airside D		
	AE Airside E		
	WC WCBSS		
	BOD		
	BR Budget Reconciliation	RBOB Revised BOD	
	MT Main Tasking	SD Schematic Design	
		DD Design Development	
		CD Construction Documents	
	ENB Enabling	B1 Bid Package 1 (B1-B9)	
	ITB Intent to Bid	AP Apron Paving	
		PB PBB	
	SD Schematic Design	GS Guideway Superstructure	
		ITB Intent to Bid	AP Apron Paving
		BHS Baggage Handling System	PB PBB
	DD Design Development	ITB Intent to Bid	GS Guideway Superstructure
		ASD Airside D	AP Apron Paving
		ASDEF ASD Early Foundations	PB PBB
		ASDL ASD Long Lead Items	GS Guideway Superstructure
	CD Construction Documents	BHS Baggage Handling System	
		ITB Intent to Bid	AP Apron Paving
		ASD Airside D	PB PBB
		BHS Baggage Handling System	GS Guideway Superstructure
HA	HCAA		
	BA Board Approvals		
	WO Work Order		
		EN Enabling	
		1A Part 1 Supp A	
		1B Part 1 Supp B	
		2A Part 2 Supp A	
		2B Part 2 Supp B	
	IB Invitation to Bid	AP Apron Paving	
		PB PBB	
		GS Guideway Superstructure	
	AL Alternative Procurement	CP Concessions Program	
		AS Abstrom	
		AW Art Work	
PM	Permitting		
	P2 Part 2	EN Enabling	
		2A Part 2 Supp A	
		2B Part 2 Supp B	
	P1 Part 1	1A Part 1 Supp A	
		1B Part 1 Supp B	
	WO Work Order		
	SW SFWMD		
	EV NPDES		
	FD FDP		
	FA FAS		
PR	Procurement		
	OF Owner Furnished	AP Apron Paving	
		PB PBB	
		GS Guideway Superstructure	
	P2 Part 2	EN Enabling	
		1A Part 1 Supp A	
		1B Part 1 Supp B	
EN	Enabling		
	MLS Milestones		
	HAM Hammocks		
	AK Admin Task		
	DM Demo	A1 Area 1 (A1-A4)	
		PHC Phase C	
		PHA Phase A	
		FG Fencing & Gates	
	UR Utility Relocates	EL Electrical	
		SN Sanitary	
		ST Storm	
		FT Fuel Tank	
		WT Water	
		EC Electrical Chasing	
	AT Air Cargo Trailer Complex	PL Trailers Parking Lot	
		TC Trailer Complex	
		CP Craft Parking	
		RD Road To ASD Site	
		RONG Road To North Gate	
		RONG Road To South Gate	
		OS Offsite Craft Parking	
	BC Bessie Coleman Closure Detour		
	WE Weather Days - Enabling		
	A1 Area 1 (A1-A4)		
	FLR Fuel Line Relocation		
	FS Foundations & Structure		
	MLS Milestone	A1 Area 1 (A1-A4)	
	CN Concourse	A1 Area 1 (A1-A4)	
	FI FIS	A1 Area 1 (A1-A4)	
	CL Club	A1 Area 1 (A1-A4)	
SP	Shuttle Platform		
AL	Abstrom		
SK	Skin/Facade		
	E East		
	W West		
	N North		
	S South		
	RD Roof		
	SUM Summary		
RI	Rough In		
	AP Apron	SM APM Maintenance	FP Fire Pump
		V1 Vertical Core 1	V1 Vertical Core 1
		MS APM Maintenance	MS APM Maintenance
		V2 Vertical Core 2	V2 Vertical Core 2
		R1 Restroom 1	R1 Restroom 1
		SR Support Room	SR Support Room
		A1 AHU 1	A1 AHU 1
		CP CUP	CP CUP
		BS Baggage Shoots	BS Baggage Shoots
		A2 AHU 2	A2 AHU 2
		O1 Ops Room 1	O1 Ops Room 1
		CS Concession Storage	CS Concession Storage
		R2 Restroom 2	R2 Restroom 2
		V3 Vertical Core 3	V3 Vertical Core 3
		BM Outbound Bag	BM Outbound Bag
		HR Transfer Hold Room	HR Transfer Hold Room
		O2 Ops Room 2	O2 Ops Room 2
		O3 Ops Room 3	O3 Ops Room 3
		R3 Restroom 3	R3 Restroom 3
		A3 AHU Room 3	A3 AHU Room 3
		O4 Ops Room 4	O4 Ops Room 4
		SS Shelf Space	SS Shelf Space
	CN Concourse	SP APM Station	
		SS SSCP & Support	
		MC Main Concession Area	
	FI FIS	PC APM Ceiling	EC Escalator & Circulation
			V4 Vertical Core 4
			MR Mechanical Room
			V1 Vertical Core 1
			CS Ceiling Space
			NR Non-Secure Restroom
			V2 Vertical Core 2
			BC Bag Claim
			PM Primary
			SD Secondary
			V3 Vertical Core 3
			CR Corridor
			V5 Vertical Core 5
			MR Mechanical Room
			SR Secure Restroom
	CL Club	V1 Vertical Core 1	
		M1 Mechanical Room 1	
		CS Club Space	
		M2 Mechanical Room 2	
		V3 Vertical Core 3	
		TR Terrace	
FN	Finishes		
	AP Apron	SM APM Maintenance	FP Fire Pump
		V1 Vertical Core 1	V1 Vertical Core 1
		MS APM Maintenance	MS APM Maintenance
		V2 Vertical Core 2	V2 Vertical Core 2
		R1 Restroom 1	R1 Restroom 1
		SR Support Room	SR Support Room
		A1 AHU 1	A1 AHU 1
		CP CUP	CP CUP
		BS Baggage Shoots	BS Baggage Shoots
		A2 AHU 2	A2 AHU 2
		O1 Ops Room 1	O1 Ops Room 1
		CS Concession Storage	CS Concession Storage
		R2 Restroom 2	R2 Restroom 2
		V3 Vertical Core 3	V3 Vertical Core 3
		BM Outbound Bag	BM Outbound Bag
		HR Transfer Hold Room	HR Transfer Hold Room
		O2 Ops Room 2	O2 Ops Room 2
		O3 Ops Room 3	O3 Ops Room 3
		R3 Restroom 3	R3 Restroom 3
		A3 AHU Room 3	A3 AHU Room 3
		O4 Ops Room 4	O4 Ops Room 4
		SS Shelf Space	SS Shelf Space
	CN Concourse	SP APM Station	
		SS SSCP & Support	
		MC Main Concession Area	
	FI FIS	PC APM Ceiling	EC Escalator & Circulation
			V4 Vertical Core 4
			MR Mechanical Room
			V1 Vertical Core 1
			CS Ceiling Space
			NR Non-Secure Restroom
			V2 Vertical Core 2
			BC Bag Claim
			PM Primary
			SD Secondary
			V3 Vertical Core 3
			CR Corridor
			V5 Vertical Core 5
			MR Mechanical Room
			SR Secure Restroom
	CL Club	V1 Vertical Core 1	
		M1 Mechanical Room 1	
		CS Club Space	
		M2 Mechanical Room 2	
		V3 Vertical Core 3	
		TR Terrace	
BOH	BOH		
	AP Apron	IT IT Room	
		IDF IDF Room	
		MDF MDF Room	
		ER Electrical Room	
		MR Mechanical Room	
		LN LAN/SLAN Room	
		PSR PSR	
		BAS BAS Control Room	
		ATC ATC	
		UPS UPS	
		FP Fire Pump	
		IT IT Room	
	CN Concourse	IDF IDF Room	
		PSR PSR	
		SR Support Restroom	
		TR Training Room	
		RRB Remote Resolution Room	
		ER Electrical Room	
		BR Breakroom/Under Room	
		ER Electrical Room	
		SR Support Room	
		IDF IDF Room	
		MEP MEP Room	
		A1 Area 1 (A1-A4)	
VC	Vertical Conveyance		
	ES Escalator	A1 Area 1 (A1-A4)	
	IS Interior Stairs	A1 Area 1 (A1-A7)	
	ES Exterior Stairs	A1 Area 1 (A1-A14)	
	GT Gate Tower	G1 Gate 1 (Gate 1-8)	
	PB PBB	P1 PBB 1 (PBB 1-16)	
IG	BHS		
	CN Concourse		
	GD Guideway		
	H FIS		
WCBHS Schedule - Activity ID Cipher			
BG	BHS		
	MLS Milestone		
	DS Design	STUDY Study	
		PDD Project Definition Doc	
		ENB Enabling	B1 Bid Package 1 (B1-B9)
		SD Schematic Design	
		DD Design Development	
		CD Construction Documents	
	PR Procurement	1A Part 1 Supp A	MC Mechanical Components
			EC Electrical & Controls
			EM UPS For EDS Machines
			NC Network Cabinets
			BT BT Station
			SD TSA Supervision Desk
			AF Anti-Fatigue Flooring
			CS Camera, Security & Access Control
			OF OFCI or TSA Equipment Temp Screening Facility
	CON Construction		

ID	Name	Dur	Start	Finish	TF	2024												2025												2026		
						Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb									
Airside D - Tampa International Airport						309d	02-Oct-24	A	17-Dec-25	744d																						
PROJECT TIME TABLE SUMMARY						263d	06-Dec-24		17-Dec-25	0d																						
Milestones						263d	06-Dec-24		17-Dec-25	0d																						
MLS-30	Notice to Proceed / Enabling Construction Start	0d	06-Dec-24		9d	◆ Notice to Proceed / Enabling Construction Start																										
MLS-40	Approval Of FAA 7460 For Crane Plan	0d	05-Feb-25		167d	◆ Approval Of FAA 7460 For Crane Plan																										
MLS-50	Personnel Transition to Trailers	0d		08-Sep-25	71d	◆ Personnel Transition to Trailers																										
MLS-60	Enabling Complete	0d		17-Dec-25	0d	◆ Enabling Complete																										
HCAA Board Approvals						0d		05-Dec-24	29d	◆ HCAA Board Approval Of Part 2 Agreement - Enabling Package - 12.5.24																						
MLS-BA-30	HCAA Board Approval Of Part 2 Agreement - Enabling Package - 12.5.24	0d		05-Dec-24	29d																											
TAMPA AIRSIDE D TERMINAL						309d	02-Oct-24	A	17-Dec-25	744d																						
ASD - GOVERNMENTAL/MUNICIPAL/FAA/SWFWMD/FDEP PERMITTING						127d	02-Oct-24	A	01-Apr-25	926d																						
City of Tampa Construction Services						117d	02-Oct-24	A	18-Mar-25	187d																						
Part 2 Agreement - Enabling Package						117d	02-Oct-24	A	18-Mar-25	187d																						
Enabling - Master Permit						66d	02-Oct-24	A	06-Jan-25	238d	■ Enabling Master Permit Package Review & Approval																					
PM-P2-EN-40	Enabling Master Permit Package Review & Approval	47d	02-Oct-24	A	06-Dec-24	23d	■ State Administrator Paperwork Completed Prior To Removal Of Existing Wells																									
PM-P2-EN-110	State Administrator Paperwork Completed Prior To Removal Of Existing Wells	5d	06-Dec-24		24d	■ State Administrator Paperwork Completed At Conclusion To Removal Of Existing Wells																										
PM-P2-EN-130	State Administrator Paperwork Completed At Conclusion To Removal Of Existing Wells	5d	30-Dec-24		19d																											
Enabling - Trade Permits						15d	09-Dec-24	A	30-Dec-24	242d	■ Potable Water																					
PM-P2-EN-80	Potable Water	15d	09-Dec-24		23d	■ Electrical Trade Permit																										
PM-P2-EN-60	Electrical Trade Permit	15d	09-Dec-24		23d	■ Dewatering																										
PM-P2-EN-100	Dewatering	15d	09-Dec-24		242d	■ Fire Water																										
PM-P2-EN-70	Fire Water	15d	09-Dec-24		61d	■ Civil / Paving / SWPP																										
PM-P2-EN-90	Civil / Paving / SWPP	15d	09-Dec-24		121d	■ Plumbing Trade Permit																										
PM-P2-EN-50	Plumbing Trade Permit	15d	09-Dec-24		33d																											
Trailer Complex - Master Permit						55d	31-Dec-24		18-Mar-25	116d	■ Trailer Complex Package Approval																					
PM-P2-EN-120	Trailer Complex Package Approval	40d	31-Dec-24		41d																											
Trailer Complex - Trade Permits						15d	26-Feb-25		18-Mar-25	116d	■ TRL - Electrical																					
PM-P2-EN-140	TRL - Electrical	15d	26-Feb-25		116d	■ TRL - Low Voltage																										
PM-P2-EN-160	TRL - Low Voltage	15d	26-Feb-25		116d	■ TRL - Plumbing																										
PM-P2-EN-150	TRL - Plumbing	15d	26-Feb-25		116d																											
City of Tampa Water Department						80d	09-Dec-24		01-Apr-25	41d	■ Plumbing Trade Permit																					
Part 2 Agreement - Enabling Package						80d	09-Dec-24		01-Apr-25	41d																						
Enabling						15d	09-Dec-24		30-Dec-24	41d	■ Trailer Complex Plumbing Trade Permit Approval																					
PM-P2-EN-210	Plumbing Trade Permit	15d	09-Dec-24		41d	■ Trailer Complex Package Plumbing Trade Permit Submission																										
Trailer Complex						15d	12-Mar-25		01-Apr-25	41d																						
PM-P2-EN-270	Trailer Complex Plumbing Trade Permit Approval	15d	12-Mar-25		41d																											
PM-P2-EN-260	Trailer Complex Package Plumbing Trade Permit Submission	0d	12-Mar-25		41d																											
City of Tampa Waste Water Department						66d	06-Dec-24		11-Mar-25	941d	■ Enabling Drawing Package Submission																					
Part 2 Agreement - Enabling Package						66d	06-Dec-24		11-Mar-25	941d	■ Enabling Drawing Package Approval																					
Enabling						50d	06-Dec-24		17-Feb-25	957d	■ Trailer Complex Package Submission																					
PM-P2-EN-220	Enabling Drawing Package Submission	0d	06-Dec-24		957d																											
PM-P2-EN-230	Enabling Drawing Package Approval	50d	06-Dec-24		957d																											
Trailer Complex						65d	09-Dec-24		11-Mar-25	41d																						
PM-P2-EN-240	Trailer Complex Package Submission	0d	09-Dec-24		56d																											

- ◆ Notice to Proceed / Enabling Construction Start
 - ◆ Approval Of FAA 7460 For Crane Plan
 - ◆ Personnel Transition to Trailers
 - ◆ Enabling Complete
- ◆ HCAA Board Approval Of Part 2 Agreement - Enabling Package - 12.5.24
- Enabling Master Permit Package Review & Approval
 - State Administrator Paperwork Completed Prior To Removal Of Existing Wells
 - State Administrator Paperwork Completed At Conclusion To Removal Of Existing Wells
- Potable Water
- Electrical Trade Permit
- Dewatering
- Fire Water
- Civil / Paving / SWPP
- Plumbing Trade Permit
- Trailer Complex Package Approval
- TRL - Electrical
- TRL - Low Voltage
- TRL - Plumbing
- Plumbing Trade Permit
- Trailer Complex Plumbing Trade Permit Approval
- Trailer Complex Package Plumbing Trade Permit Submission
- Enabling Drawing Package Submission
- Enabling Drawing Package Approval
- Trailer Complex Package Submission



Airside D - Tampa International Airport
 ASD Enabling Program Development
 Remaining Activities w/Float

- Current
- Progress
- Critical
- ◆ Milestones
- Summary

Revised 21-Nov-24 02:08 p.m. | Data Date: 22-Nov-24
 HP Project ID No: 8023226 | Region Code: [HP-800]
 HCAA Package #8500 23
 View Name: ASD - Remaining Activities (Filtered)
 Printed By: Christopher Brown

ID	Name	Dur	Start	Finish	TF	2024												2025												2026		
						Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb									
						<ul style="list-style-type: none"> ■ Prep & Submit CT Cans Submittals ■ Approve CT Cans Submittals ■ CT Cans Fab & Ship ◆ Deliver CT Cans ■ Prep & Submit Fencing Package ■ Approve Fencing Submittals ■ Fab & Ship Fencing ◆ Deliver Fencing ■ Prep & Submit Trailer Furniture Package ■ Approve Trailer Furniture Package ■ Fab & Ship Trailer Furniture Package ■ Deliver Trailer Furniture ■ Prep & Submit Shop Drawings For Trailer Package ■ Approval Of Trailer Package ■ Scrub & Stamp Shop Drawings For Trailer Package ■ COT Permit Review For Trailers ■ Fab & Ship Trailers ◆ Delivery of Trailers ■ Prep & Submit Demo Plan ■ Approve Demo Submittals ■ Prep & Submit Fuel Tank Neoprene Gasket Package ■ Approve Fuel Tank Neoprene Gasket Submittals ■ Fab & Ship Fuel Tank Neoprene Gasket ◆ Deliver Fuel Tank Neoprene Gasket ■ Prep & Submit Fuel Tank Rebar Package ■ Approve Fuel Tank Rebar Submittals ■ Fab & Ship Fuel Tank Rebar ◆ Deliver Fuel Tank Rebar ■ Prep & Submit Fuel Tank Concrete Package ■ Approve Fuel Tank Concrete Submittals ■ Fab & Ship Fuel Tank Concrete ◆ Deliver Fuel Tank Concrete ■ Prep & Submit Fuel Tank Electrical Package ■ Approve Fuel Tank Electrical Submittals ■ Fab & Ship Fuel Tank Electrical 																										



Airside D - Tampa International Airport
ASD Enabling Program Development
Remaining Activities w/Float

- Current
- Progress
- Critical
- ◆ Milestones
- Summary

Revised 21-Nov-24 02:08 p.m. | **Data Date:** 22-Nov-24
HP Project ID No: 8023226 | **Region Code:** [HP-800]
HCAA Package #8500 23
View Name: ASD - Remaining Activities (Filtered)
Printed By: Christopher Brown

ID	Name	Dur	Start	Finish	TF	2024												2025												2026				
						Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb											
																														Jan	Feb			
EN-DM-50	Install Settlement Tanks	5d	11-Aug-25	15-Aug-25	86d																									█ Install Settlement Tanks				
EN-DM-90	Dewatering System Active	0d		15-Aug-25	86d																									◆ Dewatering System Active				
EN-DM-100	Install Underdrain High Area	10d	25-Aug-25	08-Sep-25	0d																									■ Install Underdrain High Area				
Fuel Tank Relocation						46d	23-Jan-25	27-Mar-25	158d																									█ Sawcut Perimeter & Demo Existing Concrete Slab
EN-UR-FT-10	Sawcut Perimeter & Demo Existing Concrete Slab	3d	23-Jan-25	27-Jan-25	46d																									█ FRP New Pad for Tank Relocation				
EN-UR-FT-20	FRP New Pad for Tank Relocation	5d	11-Feb-25	17-Feb-25	36d																									█ 7 Day Cure on Concrete				
EN-UR-FT-40	7 Day Cure on Concrete	7d	18-Feb-25	24-Feb-25	241d																									█ Pressure Test Prior to Move				
EN-UR-FT-30	Pressure Test Prior to Move	2d	18-Feb-25	19-Feb-25	177d																									█ Demo Existing MBLC Panel				
EN-UR-FT-50	Demo Existing MBLC Panel	1d	20-Feb-25	20-Feb-25	177d																									█ Demo Existing Shut Off Switch And Conduit				
EN-UR-FT-60	Demo Existing Shut Off Switch And Conduit	1d	21-Feb-25	21-Feb-25	177d																									█ Existing Timer Removal (Salvage For Relocation To New Panel)				
EN-UR-FT-70	Existing Timer Removal (Salvage For Relocation To New Panel)	1d	24-Feb-25	24-Feb-25	177d																									█ Decommission Existing Tank				
EN-UR-FT-80	Decommission Existing Tank	2d	25-Feb-25	26-Feb-25	175d																									█ Remove & Replace Existing Curb/Gutter To Maintain Drainage				
EN-UR-FT-100	Remove & Replace Existing Curb/Gutter To Maintain Drainage	3d	25-Feb-25	27-Feb-25	171d																									█ Demo & Replace Pavement To Provide Level Ground For Fuel Tank				
EN-UR-FT-110	Demo & Replace Pavement To Provide Level Ground For Fuel Tank	3d	28-Feb-25	04-Mar-25	171d																									█ Install Electrical Service Feed to Tank				
EN-UR-FT-90	Install Electrical Service Feed to Tank	5d	03-Mar-25	07-Mar-25	22d																									█ Install NEMA 3R 240v/60A MCB 1PH Panel w/(4) 20A Brakers To Serve Relocated Fuel Tank				
EN-UR-FT-120	Install NEMA 3R 240v/60A MCB 1PH Panel w/(4) 20A Brakers To Serve Relocated Fuel Tank	3d	10-Mar-25	12-Mar-25	163d																									█ Install Conduit And Emergency Shut Off Switch				
EN-UR-FT-130	Install Conduit And Emergency Shut Off Switch	1d	13-Mar-25	13-Mar-25	163d																									█ Relocate/Install Existing Timer				
EN-UR-FT-140	Relocate/Install Existing Timer	1d	14-Mar-25	14-Mar-25	163d																									█ Relocate Tank				
EN-UR-FT-150	Relocate Tank	2d	24-Mar-25	25-Mar-25	158d																									█ Pressure Test Post Relocation				
EN-UR-FT-160	Pressure Test Post Relocation	2d	26-Mar-25	27-Mar-25	158d																									◆ Refill Tank				
EN-UR-FT-170	Refill Tank	0d		27-Mar-25	158d																													
Bessie Coleman Closure Detour						217d	20-Dec-24	27-Oct-25	19d																									█ Install MOT & Temp Fence
EN-BC-10	Install MOT & Temp Fence	5d	20-Dec-24	27-Dec-24	36d																									█ Construct Sediment Barrier/Staked Turbidity Barrier (Erosion Control)				
EN-BC-30	Construct Sediment Barrier/Staked Turbidity Barrier (Erosion Control)	3d	30-Dec-24	02-Jan-25	36d																									█ Remove Existing Oak Tree				
EN-BC-20	Remove Existing Oak Tree	1d	30-Dec-24	30-Dec-24	38d																									█ Cut And Clear For Curb/Asphalt - Vacuum Excavate				
EN-BC-40	Cut And Clear For Curb/Asphalt - Vacuum Excavate	10d	03-Jan-25	16-Jan-25	36d																									█ Reclaim Water Valves To Be Adjusted				
EN-BC-50	Reclaim Water Valves To Be Adjusted	3d	17-Jan-25	21-Jan-25	36d																									█ Fill & Compact Subgrade Layer				
EN-BC-60	Fill & Compact Subgrade Layer	5d	22-Jan-25	28-Jan-25	36d																									█ Fill & Compact 6" Base Layers				
EN-BC-70	Fill & Compact 6" Base Layers	5d	29-Jan-25	04-Feb-25	36d																									█ Form and Pour Curbs				
EN-BC-80	Form and Pour Curbs	5d	05-Feb-25	11-Feb-25	36d																									█ Install Asphalt 1st - 2" Lift				
EN-BC-90	Install Asphalt 1st - 2" Lift	3d	10-Mar-25	12-Mar-25	18d																									█ Install FDOT Type 3 Barricades (Signs Mounted On Barricade)				
EN-BC-100	Install FDOT Type 3 Barricades (Signs Mounted On Barricade)	4d	13-Mar-25	18-Mar-25	18d																									█ Install All Detour/Road Closure/Directional Signage				
EN-BC-110	Install All Detour/Road Closure/Directional Signage	4d	13-Mar-25	18-Mar-25	18d																									█ Install Asphalt 2nd - 2" Lift				
EN-BC-120	Install Asphalt 2nd - 2" Lift	2d	13-Mar-25	14-Mar-25	18d																									█ Install Temporary Striping				
EN-BC-130	Install Temporary Striping	2d	17-Mar-25	18-Mar-25	18d																									█ Install Permanent Striping				
EN-BC-140	Install Permanent Striping	2d	10-Apr-25	11-Apr-25	147d																									█ Stabilize Soil Post Grade Cut & Dewatering Install				
EN-BC-150	Stabilize Soil Post Grade Cut & Dewatering Install	10d	25-Aug-25	08-Sep-25	0d																									█ QC Punch Walk for Demo Completion				
EN-BC-160	QC Punch Walk for Demo Completion	10d	14-Oct-25	27-Oct-25	19d																													
Weather Calendar Enabling						60d	09-Sep-25	07-Nov-25	2d																									█ Weather Days for Enabling
EN-WE-10	Weather Days for Enabling Scope Dec 2024 thru Dec 2025	60d	09-Sep-25	07-Nov-25	0d																									█ Weather Surplus Days				
EN-WE-20	Weather Surplus Days for Enabling Scope Dec 2024 thru Dec 2025	0d	07-Nov-25	07-Nov-25	3d																													
Substantial Completion						27d	10-Nov-25	17-Dec-25	0d																									█ Prep & Submit
EN-PLA-10	Prep & Submit Pre-SC Documentation	20d	10-Nov-25	08-Dec-25	0d																									█ SC Final Clean				
EN-PLA-20	SC Final Clean	5d	02-Dec-25	08-Dec-25	0d																													



Airside D - Tampa International Airport
 ASD Enabling Program Development
 Remaining Activities w/Float

- █ Current
- █ Progress
- █ Critical
- ◆ Milestones
- ▬ Summary

ID	Name	Dur	Start	Finish	TF	2024			2025					2026						
						Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov
EN-PLA-30	Final Inspection	5d	08-Dec-25	12-Dec-25	0d															
EN-PLA-40	HP Pre SC QC Inspection	2d	12-Dec-25	15-Dec-25	0d															■ Final Inspectio
EN-PLA-50	Substantial Completion Inspection	2d	16-Dec-25	17-Dec-25	0d															■ HP Pre SC QC
EN-PLA-60	Substantial Completion Achieved	0d		17-Dec-25	0d															■ Substantial C



Airside D - Tampa International Airport
 ASD Enabling Program Development
 Remaining Activities w/Float

- Current
- Progress
- Critical

- Milestones
- Summary



The following clarifications and assumptions (C&A's) are provided to convey the basis of the Guaranteed Maximum Price (GMP) and general approach taken by Hensel Phelps Construction Co. (Design-Builder) in the preparation of the Enabling GMP.

GENERAL INFORMATION

- 1) This GMP contains no costs associated with the Westside Checked Baggage Screening System Relocation (WCBSS) and Upgrades portion of the project as that project remains unfunded WCBSS costs will be included in future GMP submissions upon Owner Funding.
- 2) Any remaining funds from the Part 1 Contract, the Enabling GMP and other subsequent GMPs may be transferred to other project GMPs, including the West Check Baggage GMP, to support the overall program budget. These transfers will be coordinated with Owner so that these accounting adjustments are controlled moves.
- 3) Pricing contained within this GMP does not include Buy American or Buy America Acts requirements
- 4) Pricing contained within this GMP does not include Project Labor Agreements (PLA).
- 5) Costs associated with LEED certification have been included. Any certification above Certified will be additional cost.
- 6) Costs associated with Fitwel Certification, or any other types of facility/building certifications, have not been included.
- 7) This GMP includes adequate parking capacity on site for the quantity of staff and craft expected for the project through June of 2026. Future costs for development of a craft parking lot for the Design-Builder, ITB contractors, Owner direct subcontractors and craft forces will be part of a future GMP.
- 8) This GMP does not include cost for demolition, removal or decommissioning of the George Bean Pkwy to Bessie Coleman Blvd driveway access, jobsite parking lot, construction entrance roadway, or office complex utilities. Should Owner desire any of these improvements to be removed removal will be addressed in a future GMP.
- 9) All costs associated with electrical, water and sewer services including permits, impact fees, connection fees, equipment charges, consumption charges and other such costs for temporary and permanent electrical power and water usage consumption for the project including temporary office space are to be paid by Owner via direct invoice from the utility provider. The following exceptions to this provision are as follows:
 - i) Existing Hensel Phelps trailer at the SE corner of the ASD.
 - ii) The sewer discharge fee for disposal of contaminated water will be paid via the contaminated soil and water management allowance.
- 10) Data service for the Owner trailer will be from the Owner fiberoptic network via a connection to the existing network in the Air Cargo building. Installation of the fiberoptic line to the Air Cargo building is included in this GMP. Consumption costs will be borne by Owner.
- 11) Data service for the Design-Builder, the subcontractors and the ITB contractors including installation and consumption will be via private service provider and all cost for this service will be paid by the respective end user.
- 12) This clarification specifies the procedure for determination of time adjustment to the Substantial Completion Date for adverse weather conditions.

The adverse weather must cause a delay to the critical path of the project.



Enabling GMP Clarifications and Assumptions

The following schedule of monthly anticipated weather days will constitute the baseline for the total amount of anticipated weather related impacts to the Critical Path for this GMP. The Design-Builder's baseline schedule will reflect the total amount of these anticipated weather days.

The total amount of weather days anticipated is based on the TPA NOAA weather station 10-year average data from 2014-2024.

2024:

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
											3

2025:

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
3	3	2	3	4	8	8	11	7	3	2	3

Total: 60 Days for Enabling GMP

The Design-Builder will record each occurrence of adverse weather and impact to critical path activities. Actual weather delay days must impact work on critical activities for 50% or more of the Design-Builder's scheduled 8-hour work day.

Weather Delays include but are not limited to rain events and post impacts from the rain event, lightning, & wind.

Named Storms are not included in the anticipated weather days above and will be handled separately on a case-by-case basis.

Weather Delay Tracking:

Immediately upon impact of weather, the Design-Builder will get concurrence from the Owner Project Manager or above responsible for the project on the delay. The Design-Builder will log and record each occurrence of delay to critical path, including activity ID, in the monthly schedule narrative. The Design Builder will review the schedule narrative with Owner in the Monthly Schedule Review Meeting. The Weather log will also be reviewed at each week's OAC meeting.

With each monthly schedule update, the anticipated weather impact for that month will be reduced from the remaining duration from the weather day activity. The mutually agreed upon actual weather impact days will be subtracted from the anticipated weather days for that month. Any remaining days will be added back into the schedule to activity "Weather Surplus Days". Weather Surplus Days are used to trend progress throughout the duration of the project. Should a month experience any weather days that exceed the anticipated weather days any additional days will come from the Weather Surplus Days activity. If critical path activities are impacted beyond the total anticipated scheduled weather days listed in the GMP, Design Builder will make a claim pursuant to the contract.

PROJECT SPECIFIC INFORMATION

- 1) It is anticipated that the existing apron will be vacant prior to commencement of construction activities and that non construction traffic through the site will be removed. Our GMP for Airside D assumes that no unreasonable restrictions or blackout dates will be made related to construction activities, such as noise, aircraft movements, or ground traffic. We plan to use a portion of the site as a staging and lay-down area.



- 2) Hazardous material survey and/or abatement has not been included. Other than fuel contamination (see contaminated materials allowance), no monies have been budgeted for hazardous materials and will be considered an unforeseen condition.
- 3) This GMP is based upon existing utility providers and systems (water, sewer, storm, gas, electrical, telecommunications, etc.) services being capable of supplying services and receiving discharges to the existing infrastructure.
- 4) This GMP assumes to discharge noncontaminated groundwater from dewatering operations to the local storm drainage system.
- 5) Sales taxes are included at a rate of 7.5%.

DIVISION 1 – GENERAL REQUIREMENTS

- 1) The GMP includes all costs associated with the implementation and management of the site access and site security plans. Hensel Phelps has developed and coordinated these plans in combination with Owner operations and security personnel. These plans are assumed to have approval from all governmental and/or regulatory agencies, including, but not limited to TSA, FAA, and CBP. Any costs associated with modification or alteration of these plans would be subject to the claims process pursuant to the Contract.
- 2) A number of construction features will be installed during the enabling phase of work that will need to be assigned to follow-on trades during the next phase of work. Such items include the Jersey barrier & fencing maintenance, storm water & SWPPP management items, etc. This estimate only includes costs to manage these items during the enabling phase, and the Bid Package for the next phase of work will include a Chain of Custody clause to allow their assignment to future trades for maintenance and removal.
- 3) It is assumed that the enabling project will generate a “landside” condition for the work associated with the Airside D building.
- 4) Design Builder has incorporated LOD associated with BIM Execution Plan submitted to Owner dated August 20, 2024.
- 5) This GMP includes the cost to maintain the monthly rental fees for the Owner Trailer from July 2025 through September 2029 as well as cost to remove the Owner Trailers. This estimate also includes the office supplies (Paper, pens and pencils, ink and toner, folders and binding, coffee, ice, water, and other consumables) for the Owner staff for the same time frame. This estimate does not include cost to maintain Owner copier service.
- 6) The fees associated with design CA services are for enabling, foundations, and ITB portions of the work.
- 7) Testing costs included within this GMP are for scope assigned to Hensel Phelps. Testing responsibility for ITB and other scopes of work contracted directly by Owner will remain with those contracts.

DIVISION 2 – SITE CONSTRUCTION

- 1) Archaeological or similar monitoring of ground disturbing activities and/or other activities and any delays (or costs) attributable to such monitoring or discovery are not included and subject to the Part 2 claims process.
- 2) GMP does not include any use or improvement of the existing crushed concrete currently located at the lot north of the future office complex lot.



- 3) Connections to existing utilities are assumed to be as identified on Owner as-builts provided for areas that were able to be explored during the Part 1 design. This includes all utilities underneath & adjacent to the existing apron and existing roadways including George Bean Parkway and Bessie Coleman Blvd.
- 4) Vibration Monitoring is not included in this GMP.
- 5) Residual fuel within the relocated fuel tank is expected to be removed and abated by Owner prior to the start of this work.

DIVISION 3 – CONCRETE – NA

DIVISION 4 – MASONRY - NA

DIVISION 5 – METALS - NA

DIVISION 6 – WOODS & PLASTICS - NA

DIVISION 7 – THERMAL & MOISTURE PROTECTION - NA

DIVISION 8 – DOORS & WINDOWS - NA

DIVISION 9 – FINISHES - NA

DIVISION 10 – SPECIALTIES - NA

DIVISION 11 – EQUIPMENT - NA

DIVISION 12 – FURNISHINGS - NA

DIVISION 13 – SPECIAL CONSTRUCTION – NA

DIVISION 14 – CONVEYING SYSTEMS - NA

DIVISION 15 – MECHANICAL SYSTEMS – NA

FIRE PROTECTION

PLUMBING



HVAC

DIVISION 16 – ELECTRICAL SYSTEMS – NA

ELECTRICAL

- 1) Existing lights under the taxiway are the Owners to maintain, lamp and manage.
- 2) Charging of EV vehicles is provided via standard outlets at the curb. These outlets can support basic plug-in chargers, similar to those that can be used in any location but require overnight charging to fully power a vehicle. Unbought scope item includes costs to provide two level 2 EV chargers per Owner request.

LOW VOLTAGE SYSTEMS - NA

OTHER / CONTRACTUAL

- 1) N/A



The Enabling Bid Package for this project was released to the bidding community on August 21, 2024 through Building Connected. All files associated with this Bid Package release are located on Kahua and are available for review at the discretion of the Owner. They may be found at Kahua > AS D Building > HCAA – 02 Design & Engineering > 02-08 Estimating & Subcontract Procurement Plans > 8500 23 Airside D – Enabling Bid Package or through the following Kahua link:

<https://launch.kahua.com/file/H12C82z4659152>

The Bid Package Solicitation file is uploaded to Kahua for your reference as well.

Exhibit A attached provides the drawing and specification list for this GMP.

Airside D - Tampa International Airport - 100% Enabling Bid Set Drawing Log

PROJECTSIGHT

Number	Revision	Title	Discipline	Rev. Date	Group
TPA_AS	00	TITLE SHEET	Architectural	2024-08-13	Enabling Bid Set
EN-CP-201	00	BESSIE COLEMAN DRIVEWAY PLAN AND PROFILE	Architectural	2024-08-13	Enabling Bid Set
EN-CP-202	00	EXCELLENCE DRIVE PROFILE	Architectural	2024-08-13	Enabling Bid Set
EN-CU-AE-101	00	AIRFIELD ELECTRICAL PLAN AIRFIELD LIGHTING PLAN 1	Architectural	2024-08-13	Enabling Bid Set
EN-CU-AE-103	00	AIRFIELD ELECTRICAL PLAN AIRFIELD LIGHTING PLA3 3	Architectural	2024-08-13	Enabling Bid Set
EN-CU-AE-104	00	AIRFIELD LIGHTING PLAN 4	Architectural	2024-08-13	Enabling Bid Set
EN-CU-T-801	00	TECHNOLOGY PHOTO REFERENCE	Architectural	2024-08-13	Enabling Bid Set
EN-CG-104	00	PARTIAL EXCELLENCE DRIVE SITE GRADING PLAN	Civil	2024-08-13	Enabling Bid Set
EN-CG-105	00	PARKING EXCELLENCE DRIVE SITE GRADING PLAN	Civil	2024-08-13	Enabling Bid Set
EN-CG-EC-001	00	EROSION CONTROL GENERAL NOTES	Civil	2024-08-13	Enabling Bid Set
EN-CG-EC-101	00	EROSION CONTROL PLAN 1	Civil	2024-08-13	Enabling Bid Set
EN-CG-EC-102	00	EROSION CONTROL PLAN 2	Civil	2024-08-13	Enabling Bid Set
EN-CG-EC-103	00	EROSION CONTROL PLAN 3	Civil	2024-08-13	Enabling Bid Set
EN-CG-EC-104	00	EROSION CONTROL PLAN 4	Civil	2024-08-13	Enabling Bid Set
EN-CG-EC-105	00	EROSION CONTROL PLAN 5	Civil	2024-08-13	Enabling Bid Set
EN-CG-EC-106	00	EROSION CONTROL PLAN 6	Civil	2024-08-13	Enabling Bid Set
EN-CG-EC-501	00	EROSION CONTROL DETAILS	Civil	2024-08-13	Enabling Bid Set
EN-CP-301	01	TYPICAL SECTIONS	Civil	2024-09-04	Bid Amendment 1
EN-CP-302	00	TYPICAL SECTIONS AND CIVIL DETAILS	Civil	2024-08-13	Enabling Bid Set
EN-CP-303	00	EXCELLENCE DRIVE TYPICAL SECTIONS	Civil	2024-08-13	Enabling Bid Set
EN-CP-304	00	EXCELLENCE DRIVE CROSS SECTIONS STA. 0+25 TO 7+50	Civil	2024-08-13	Enabling Bid Set
EN-CP-305	00	EXCELLENCE DRIVE CROSS SECTIONS STA. 7+75 - 12+75	Civil	2024-08-13	Enabling Bid Set
EN-CP-601	00	EXCELLENCE DRIVE ALIGNMENT TABLE	Civil	2024-08-13	Enabling Bid Set
EN-CP-602	00	PERFORMANCE PARK ALIGNMENT TABLE	Civil	2024-08-13	Enabling Bid Set
EN-CP-D-101	00	UNDERDRAIN PLAN	Civil	2024-08-13	Enabling Bid Set
EN-CP-D-204	00	EXCELLENCE DRIVE GRADING AND DRAINAGE	Civil	2024-08-13	Enabling Bid Set
EN-CP-D-205	00	EXCELLENCE DRIVE GRADING AND DRAINAGE	Civil	2024-08-13	Enabling Bid Set
EN-CP-D-501	00	UNDERDRAIN DETAILS	Civil	2024-08-13	Enabling Bid Set
EN-CP-D-502	00	CONCRETE BOX CULVERT DETAIL	Civil	2024-08-13	Enabling Bid Set
EN-CP-D-601	00	DRAINAGE STRUCTURE TABLES	Civil	2024-08-13	Enabling Bid Set
EN-CP-M-101	00	MARKING PLAN 1	Civil	2024-08-13	Enabling Bid Set
EN-CP-M-102	00	MARKING PLAN 2	Civil	2024-08-13	Enabling Bid Set
EN-CP-M-103	00	MARKING PLAN 3	Civil	2024-08-13	Enabling Bid Set
EN-CP-M-104	00	MARKING PLAN 4	Civil	2024-08-13	Enabling Bid Set
EN-CP-M-104B	00	EXCELLENCE DRIVE MARKING PLAN 4	Civil	2024-08-13	Enabling Bid Set
EN-CP-M-105	00	MARKING PLAN 5	Civil	2024-08-13	Enabling Bid Set
EN-CP-M-501	00	MARKING DETAILS	Civil	2024-08-13	Enabling Bid Set
EN-CP-M-502	00	MARKING DETAILS	Civil	2024-08-13	Enabling Bid Set
EN-CP-M-503	00	MARKING DETAILS	Civil	2024-08-13	Enabling Bid Set
EN-CP-M-601	00	MARKING INFORMATION	Civil	2024-08-13	Enabling Bid Set
EN-CD-AE-104	00	EXISTING CONDITIONS AND AIRFIELD ELECTRICAL DEMO PLAN 4	Demolition	2024-08-13	Enabling Bid Set
EN-CD-E-101	01	EXISTING CONDITIONS AND ELECTRICAL DEMO PLAN 1	Demolition	2024-08-13	100% ENABLING - ISSUED FOR REVIEW
EN-CD-E-102	01	EXISTING CONDITIONS AND ELECTRICAL DEMO PLAN 2	Demolition	2024-08-13	100% ENABLING - ISSUED FOR REVIEW
EN-CD-E-103	01	EXISTING CONDITIONS AND ELECTRICAL DEMO PLAN 3	Demolition	2024-08-13	100% ENABLING - ISSUED FOR REVIEW
EN-CD-E-104	01	EXISTING CONDITIONS AND ELECTRICAL DEMO PLAN 4	Demolition	2024-08-13	100% ENABLING - ISSUED FOR REVIEW
EN-CD-E-105	01	EXISTING CONDITIONS AND ELECTRICAL DEMO PLAN 5	Demolition	2024-08-13	100% ENABLING - ISSUED FOR REVIEW
EN-CD-E-107	01	EXISTING CONDITIONS AND ELECTRICAL DEMO PLAN 7	Demolition	2024-08-13	100% ENABLING - ISSUED FOR REVIEW
EN-CD-F-101	00	EXISTING CONDITIONS AND FUEL DEMO PLAN 1	Demolition	2024-08-13	Enabling Bid Set
EN-CD-F-102	00	EXISTING CONDITIONS AND FUEL DEMO PLAN 2	Demolition	2024-08-13	Enabling Bid Set
EN-CD-F-103	00	EXISTING CONDITIONS AND FUEL DEMO PLAN 3	Demolition	2024-08-13	Enabling Bid Set
EN-CD-F-104	00	EXISTING CONDITIONS AND FUEL DEMO PLAN 4	Demolition	2024-08-13	Enabling Bid Set
EN-CD-P-001	00	EXISTING CONDITIONS AND SITE DEMO LEGEND AND NOTES	Demolition	2024-08-13	Enabling Bid Set
EN-CD-P-101	00	EXISTING CONDITIONS AND SITE DEMO PLAN 1	Demolition	2024-08-13	Enabling Bid Set
EN-CD-P-102	00	EXISTING CONDITIONS AND SITE DEMO PLAN 2	Demolition	2024-08-13	Enabling Bid Set
EN-CD-P-103	00	EXISTING CONDITIONS AND SITE DEMO PLAN 3	Demolition	2024-08-13	Enabling Bid Set
EN-CD-P-104	00	EXISTING CONDITIONS AND SITE DEMO PLAN 4	Demolition	2024-08-13	Enabling Bid Set
EN-CD-P-105	00	EXISTING CONDITIONS AND SITE DEMO PLAN 5	Demolition	2024-08-13	Enabling Bid Set
EN-CD-P-106	00	EXISTING CONDITIONS AND SITE DEMO PLAN 6	Demolition	2024-08-13	Enabling Bid Set
EN-CD-S-101	00	EXISTING CONDITIONS AND STRUCTURAL DEMO PLAN	Demolition	2024-08-13	Enabling Bid Set
EN-CD-S-301	00	EXISTING CONDITIONS AND STRUCTURAL DEMO SECTION	Demolition	2024-08-13	Enabling Bid Set
EN-CD-U-100	00	EXISTING CONDITIONS AND UTILITY DEMO OVERALL LEGEND AND NOTES	Demolition	2024-08-13	Enabling Bid Set
EN-CD-U-101	00	EXISTING CONDITIONS AND UTILITY DEMO PLAN 1	Demolition	2024-08-13	Enabling Bid Set
EN-CD-U-102	00	EXISTING CONDITIONS AND UTILITY DEMO PLAN 2	Demolition	2024-08-13	Enabling Bid Set
EN-CD-U-103	00	EXISTING CONDITIONS AND UTILITY DEMO PLAN 3	Demolition	2024-08-13	Enabling Bid Set
EN-CD-U-104	00	EXISTING CONDITIONS AND UTILITY DEMO PLAN 4	Demolition	2024-08-13	Enabling Bid Set
EN-CD-U-105	00	EXISTING CONDITIONS AND UTILITY DEMO PLAN 5	Demolition	2024-08-13	Enabling Bid Set
EN-CD-U-106	00	EXISTING CONDITIONS AND UTILITY DEMO PLAN 6	Demolition	2024-08-13	Enabling Bid Set
EN-CU-AE-501	00	AIRFIELD LIGHTING DETAILS	Electrical	2024-08-13	Enabling Bid Set
EN-CU-E-001	01	ELECTRICAL GENERAL NOTES AND LEGEND	Electrical	2024-08-13	100% ENABLING - ISSUED FOR REVIEW
EN-CU-E-101	01	ELECTRICAL PLAN 1	Electrical	2024-08-13	100% ENABLING - ISSUED FOR REVIEW
EN-CU-E-102	01	ELECTRICAL PLAN 2	Electrical	2024-08-13	100% ENABLING - ISSUED FOR REVIEW
EN-CU-E-103	01	ELECTRICAL PLAN 3	Electrical	2024-08-13	100% ENABLING - ISSUED FOR REVIEW
EN-CU-E-104	01	ELECTRICAL PLAN 4	Electrical	2024-08-13	100% ENABLING - ISSUED FOR REVIEW
EN-CU-E-105	01	ELECTRICAL PLAN 5	Electrical	2024-08-13	100% ENABLING - ISSUED FOR REVIEW
EN-CU-E-105L	01	ELECTRICAL PHOTOMETRY PLAN 5	Electrical	2024-08-13	100% ENABLING - ISSUED FOR REVIEW
EN-CU-E-107	01	ELECTRICAL PLAN 7	Electrical	2024-08-13	100% ENABLING - ISSUED FOR REVIEW
EN-CU-E-501	01	DETAILS - ELECTRICAL	Electrical	2024-08-13	100% ENABLING - ISSUED FOR REVIEW
EN-CU-E-601	01	RISER DIAGRAM - ELECTRICAL	Electrical	2024-08-13	100% ENABLING - ISSUED FOR REVIEW
EN-CU-E-602	01	PANEL SCHEDULES - ELECTRICAL	Electrical	2024-08-13	100% ENABLING - ISSUED FOR REVIEW
EN-CU-E-603	01	PANEL SCHEDULES - ELECTRICAL	Electrical	2024-08-13	100% ENABLING - ISSUED FOR REVIEW
EN-CU-E-604	01	PANEL SCHEDULES - ELECTRICAL	Electrical	2024-08-13	100% ENABLING - ISSUED FOR REVIEW
EN-CU-E-605	01	PANEL SCHEDULES - ELECTRICAL	Electrical	2024-08-13	100% ENABLING - ISSUED FOR REVIEW
EN-C-G-002	00	SHEET INDEX	General	2024-08-13	Enabling Bid Set
EN-C-G-003	00	GENERAL NOTES AND ABBREVIATIONS	General	2024-08-13	Enabling Bid Set
EN-C-GI-001	00	SURVEY CONTROL POINTS	General	2024-08-13	Enabling Bid Set
EN-C-GI-002	00	KEY MAP	General	2024-08-13	Enabling Bid Set
EN-C-GC-001	00	SAFETY AND PHASING NOTES	Other	2024-08-13	Enabling Bid Set
EN-C-GC-401	00	SITE ACCESS PLAN	Other	2024-08-13	Enabling Bid Set
EN-C-GC-402	00	SITE ACCESS MOT PLAN	Other	2024-08-13	Enabling Bid Set
EN-C-GC-403	00	OVERALL SAFETY AND PHASING PLAN	Other	2024-08-13	Enabling Bid Set

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Number	Revision	Title	Discipline	Rev. Date	Group
EN-C-GC-404	00	SAFETY AND PHASING PHASE A PLAN	Other	2024-08-13	Enabling Bid Set
EN-C-GC-405	00	SAFETY AND PHASING PHASE A DETAIL	Other	2024-08-13	Enabling Bid Set
EN-C-GC-406	00	SAFETY AND PHASING PHASE B PLAN	Other	2024-08-13	Enabling Bid Set
EN-C-GC-407	00	SAFETY AND PHASING PHASE B DETAIL	Other	2024-08-13	Enabling Bid Set
EN-C-GC-408	00	SAFETY AND PHASING PHASE C PLAN	Other	2024-08-13	Enabling Bid Set
EN-C-GC-409	00	SAFETY AND PHASING PHASE C DETAIL	Other	2024-08-13	Enabling Bid Set
EN-C-GC-410	00	MAINTENANCE OF TRAFFIC PL PHASE 1	Other	2024-08-13	Enabling Bid Set
EN-C-GC-411	00	MAINTENANCE OF TRAFFIC PL PHASE 2	Other	2024-08-13	Enabling Bid Set
EN-C-GC-501	00	SAFETY AND PHASING DETAIL	Other	2024-08-13	Enabling Bid Set
EN-C-GC-502	00	SAFETY AND PHASING DETAIL	Other	2024-08-13	Enabling Bid Set
EN-CP-100	00	VEHICLE SERVICE ROAD GEOMETRY PLAN	Other	2024-08-13	Enabling Bid Set
EN-CP-104	00	EXCELLENCE DRIVE GEOMETRY PLAN	Other	2024-08-13	Enabling Bid Set
EN-CP-105	00	EXCELLENCE DRIVE GEOMETRY PLAN	Other	2024-08-13	Enabling Bid Set
EN-CS-401	00	SITE LOGISTICS OVERALL PLAN	Other	2024-08-13	Enabling Bid Set
EN-CS-402	00	SITE LOGISTICS TRAILER COMPLEX	Other	2024-08-13	Enabling Bid Set
EN-CS-FN-101	00	FENCE PLAN 1	Other	2024-08-13	Enabling Bid Set
EN-CS-FN-102	00	FENCE PLAN 2	Other	2024-08-13	Enabling Bid Set
EN-CS-FN-103	00	FENCE PLAN 3	Other	2024-08-13	Enabling Bid Set
EN-CS-FN-104	00	FENCE PLAN 4	Other	2024-08-13	Enabling Bid Set
EN-CS-FN-105	00	FENCE PLAN 5	Other	2024-08-13	Enabling Bid Set
EN-CS-FN-501	00	FENCE DETAILS	Other	2024-08-13	Enabling Bid Set
EN-CS-FN-502	00	FENCE DETAILS	Other	2024-08-13	Enabling Bid Set
EN-CU-F-101	00	FUEL TANK RELOCATION	Other	2024-08-13	Enabling Bid Set
EN-CU-F-102	00	FUEL TANK RELOCATION DETAIL	Other	2024-08-13	Enabling Bid Set
EN-CU-S-101	00	STRUCTURAL GENERAL NOTES AND FUEL TANK FOUNDATION	Other	2024-08-13	Enabling Bid Set
EN-CU-101	00	UTILITY PLAN 1	Plumbing	2024-08-13	Enabling Bid Set
EN-CU-103	00	UTILITY PLAN 3	Plumbing	2024-08-13	Enabling Bid Set
EN-CU-104	00	UTILITY PLAN 4	Plumbing	2024-08-13	Enabling Bid Set
EN-CU-105	00	UTILITY PLAN 5	Plumbing	2024-08-13	Enabling Bid Set
EN-CU-106	00	UTILITY PLAN 6	Plumbing	2024-08-13	Enabling Bid Set
EN-CU-301	00	UTILITY WATER LINE PROFILE	Plumbing	2024-08-13	Enabling Bid Set
EN-CU-302	00	UTILITY SANITARY LINE PROFILE	Plumbing	2024-08-13	Enabling Bid Set
EN-CU-501	00	UTILITY DETAILS	Plumbing	2024-08-13	Enabling Bid Set
EN-CU-502	00	UTILITY DETAILS	Plumbing	2024-08-13	Enabling Bid Set
EN-CU-503	00	UTILITY DETAILS	Plumbing	2024-08-13	Enabling Bid Set
EN-CU-504	00	UTILITY DETAILS	Plumbing	2024-08-13	Enabling Bid Set
EN-CU-505	00	UTILITY DETAILS	Plumbing	2024-08-13	Enabling Bid Set
EN-CU-506	00	UTILITY DETAILS	Plumbing	2024-08-13	Enabling Bid Set
EN-CU-507	00	UTILITY DETAILS	Plumbing	2024-08-13	Enabling Bid Set
EN-CU-508	00	UTILITY DETAILS	Plumbing	2024-08-13	Enabling Bid Set
EN-CU-509	00	UTILITY DETAILS	Plumbing	2024-08-13	Enabling Bid Set
EN-CU-510	00	UTILITY DETAILS	Plumbing	2024-08-13	Enabling Bid Set
EN-CU-511	00	UTILITY DETAILS	Plumbing	2024-08-13	Enabling Bid Set
EN-CU-T-001	00	TECHNOLOGY SYMBOLS, LEGEND, NOTES AND INDEX	Telecommunication	2024-08-13	Enabling Bid Set
EN-CU-T-101	00	TECHNOLOGY SITE PLAN - WIFI LAYOUT AT AIRSIDE D	Telecommunication	2024-08-13	Enabling Bid Set
EN-CU-T-102	00	TECHNOLOGY SITE PLAN - NORTH PARKING LOT - OVERALL	Telecommunication	2024-08-13	Enabling Bid Set
EN-CU-T-104	00	TECHNOLOGY SITE PLAN - NORTH PARKING LOT - AREA 4	Telecommunication	2024-08-13	Enabling Bid Set
EN-CU-T-105	00	TECHNOLOGY SITE PLAN - NORTH PARKING LOT - AREA 5	Telecommunication	2024-08-13	Enabling Bid Set
EN-CU-T-106	00	TECHNOLOGY SITE PLAN - NORTH PARKING LOT - AREA 6	Telecommunication	2024-08-13	Enabling Bid Set
EN-CU-T-400	00	TELECOM ENLARGED PLANS	Telecommunication	2024-08-13	Enabling Bid Set
EN-CU-T-501	00	TECHNOLOGY RISER DIAGRAMS, DETAILS	Telecommunication	2024-08-13	Enabling Bid Set

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01 02 00	OWNER'S ALLOWANCE	2024-11-05	Hensel Phelps' Issuance
01 02 50	FIELD OFFICES	2024-11-05	Hensel Phelps' Issuance
01 04 00	PROJECT COORDINATION	2024-11-05	Hensel Phelps' Issuance
01 04 50	CUTTING AND PATCHING	2024-11-05	Hensel Phelps' Issuance
01 05 00	FIELD ENGINEERING	2024-11-05	Hensel Phelps' Issuance
01 09 50	DEFINITIONS AND STANDARDS	2024-11-05	Hensel Phelps' Issuance
01 11 00	AIRPORT PROJECT PROCEDURES	2024-11-05	Hensel Phelps' Issuance
01 15 00	MEASUREMENT AND PAYMENT	2024-11-05	Hensel Phelps' Issuance
01 31 50	SCHEDULES, PHASING	2024-08-13	Enabling Bid Set
01 32 33	PHOTOGRAPHIC DOCUMENTATION	2024-08-13	Enabling Bid Set
01 33 00	DESIGN SUBMITTALS	2024-11-05	Hensel Phelps' Issuance
01 34 00	SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES	2024-11-05	Hensel Phelps' Issuance
01 35 00	BUILDING INFORMATION MODELING REQUIREMENTS	2024-08-13	Enabling Bid Set
01 35 29.25	CONTAMINATED SOILS	2024-08-13	Enabling Bid Set
01 35 29.27	CONTAMINATED GROUNDWATER	2024-08-13	Enabling Bid Set
01 37 00	SCHEDULE OF VALUES	2024-11-05	Hensel Phelps' Issuance
01 38 00	PRE-CONSTRUCTION VIDEO	2024-11-05	Hensel Phelps' Issuance
01 39 00	CONTROL OF WORK	2024-11-05	Hensel Phelps' Issuance
01 40 00	QUALITY CONTROL SERVICES	2024-11-05	Hensel Phelps' Issuance
01 40 50	METHOD OF ESTIMATING PERCENTAGE OF MATERIAL WITHIN SPECIFICATION LIMITS (PWL)	2024-08-13	Enabling Bid Set
01 41 00	TESTING LABORATORY SERVICES	2024-11-05	Hensel Phelps' Issuance
01 50 50	TEMPORARY FACILITIES	2024-11-05	Hensel Phelps' Issuance
01 52 00	TEMPORARY SIGNAGE	2024-08-13	Enabling Bid Set
01 54 00	CONSTRUCTION SAFETY AND SECURITY REQUIREMENTS	2024-08-13	Enabling Bid Set
01 54 50	UTILITIES	2024-08-13	Enabling Bid Set
01 56 00	PREVENTION, CONTROL AND ABATEMENT OF EROSION AND WATER POLLUTION	2024-08-13	Enabling Bid Set
01 56 10	CONSTRUCTION CLEANING	2024-08-13	Enabling Bid Set
01 60 00	MATERIALS AND EQUIPMENT	2024-08-13	Enabling Bid Set
01 60 50	PRODUCTS AND SUBSTITUTIONS	2024-08-13	Enabling Bid Set
01 61 00	CONTROL OF MATERIALS	2024-08-13	Enabling Bid Set
01 64 00	PRODUCT HANDLING	2024-08-13	Enabling Bid Set
01 65 00	CONSTRUCTION SALVAGE AND WASTE MANAGEMENT	2024-08-13	Enabling Bid Set
01 70 00	PROJECT CLOSEOUT	2024-08-13	Enabling Bid Set
01 74 00	WARRANTIES	2024-08-13	Enabling Bid Set
01 74 19	CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL	2024-08-13	Enabling Bid Set
01 81 13	SUSTAINABLE DESIGN REQUIREMENTS	2024-08-13	Enabling Bid Set
DIVISION 02 - EXISTING CONDITIONS			
02 06 30	PILOT HOLE BORINGS	2024-08-13	Enabling Bid Set
DIVISION 03 - CONCRETE			
03 30 01	CAST-IN-PLACE CONCRETE - ENABLING	2024-08-13	Enabling Bid Set
DIVISION 06 - WOOD, PLASTICS, AND COMPOSITES			
06 10 00	ROUGH CARPENTRY	2024-08-13	Enabling Bid Set
DIVISION 13 - SPECIAL CONSTRUCTION			
13 34 23.16	FABRICATED STRUCTURES	2024-08-13	Enabling Bid Set
DIVISION 26 - ELECTRICAL			
26 00 10	BASIC ELECTRICAL REQUIREMENTS	2024-08-13	Enabling Bid Set
26 05 19	LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES	2024-08-13	Enabling Bid Set
26 05 26	GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS	2024-08-13	Enabling Bid Set
26 05 33	RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS	2024-08-13	Enabling Bid Set
06 05 43	UNDERGROUND DUCTS AND RACEWAYS FOR ELECTRICAL SYSTEMS	2024-08-13	Enabling Bid Set
26 05 53	IDENTIFICATION FOR ELECTRICAL SYSTEMS	2024-08-13	Enabling Bid Set
26 24 16	PANELBOARDS	2024-08-13	Enabling Bid Set
26 24 20	SAFETY SWITCHES	2024-08-13	Enabling Bid Set
26 27 26	WIRING DEVICES	2024-08-13	Enabling Bid Set
26 28 16	ENCLOSED SWITCHES AND CIRCUIT BREAKERS	2024-08-13	Enabling Bid Set
26 43 13	SURGE PROTECTION FOR LOW-VOLTAGE ELECTRICAL POWER CIRCUITS	2024-08-13	Enabling Bid Set
26 56 29	EXTERIOR LIGHTING	2024-08-13	Enabling Bid Set
DIVISION 27 - COMMUNICATIONS			
27 00 10	TECHNOLOGY GENERAL PROVISIONS	2024-08-13	Enabling Bid Set

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27 25 29	RACEWAYS FOR TECHNOLOGY - ENABLING	2024-08-13	Enabling Bid Set
27 10 01	STRUCTURED CABLING SYSTEM - ENABLING	2024-08-13	Enabling Bid Set
DIVISION 31 - EARTHWORK			
31 05 10	SITE PREPARATION	2024-08-13	Enabling Bid Set
31 20 00	EARTH MOVING	2024-08-13	Enabling Bid Set
31 23 19	DEWATERING	2024-08-13	Enabling Bid Set
31 23 33	TRENCHING AND BACKFILLING	2024-08-13	Enabling Bid Set
31 41 16	STEEL SHEET PILING	2024-08-13	Enabling Bid Set
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32 11 00	BASE COURSES	2024-08-13	Enabling Bid Set
32 12 16	ASPHALT PAVING	2024-08-13	Enabling Bid Set
32 13 13	CONCRETE PAVING	2024-08-13	Enabling Bid Set
32 16 13	CONCRETE CURB AND GUTTER	2024-08-13	Enabling Bid Set
32 16 23	SIDEWALKS	2024-08-13	Enabling Bid Set
32 17 23	PAVEMENT MARKINGS	2024-08-13	Enabling Bid Set
32 31 13	CHAIN LINK FENCES AND GATES	2024-08-13	Enabling Bid Set
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33 05 00	COMMON WORK RESULTS FOR UTILITIES	2024-08-13	Enabling Bid Set
33 14 13	WATER MAIN	2024-08-13	Enabling Bid Set
33 31 11	SANITARY SEWER	2024-08-13	Enabling Bid Set
33 31 30	SANITARY SEWER LIFT STATION	2024-08-13	Enabling Bid Set
33 41 00	STORM UTILITY DRAINAGE PIPING	2024-08-13	Enabling Bid Set
33 49 00	DRAINAGE STRUCTURES	2024-08-13	Enabling Bid Set
TECHNICAL			
P-101	PREPARATION / REMOVAL OF EXISTING PAVEMENTS (APPLICABLE EXCERPTS)	2024-08-13	Enabling Bid Set
P-209	CRUSHED AGGREGATE BASE COURSE (APPLICABLE EXCERPTS)	2024-08-13	Enabling Bid Set
P-620	RUNWAY AND TAXIWAY MARKING (APPLICABLE EXCERPTS)	2024-08-13	Enabling Bid Set
EXHIBITS			
EXHIBIT	HCAA 8500 23 APN GEOTECHNICAL REPORT (Dated 12/8/23)	2023-12-08	Enabling Bid Set
EXHIBIT	HCAA 8500 23 ASD PRELIMINARY GEOTECHNICAL REPORT (Dated 12/1/23)	2023-12-01	Enabling Bid Set
EXHIBIT	HCAA 8500 23 Airside D ACCESS ROAD GEOTECHNICAL REPORT (Dated 11/30/23)	2024-07-02	Enabling Bid Set
EXHIBIT	HCAA 8500 23 ASD PRELIMINARY CONTAMINATION RESULTS (Dated 11/30/23)	2023-11-30	Enabling Bid Set
EXHIBIT	SOIL CONTAMINATION MAP (Updated 7/24/24)	2023-11-30	Enabling Bid Set
EXHIBIT	GROUNDWATER CONTAMINATION MAP (Updated 7/24/24)	2023-11-30	Enabling Bid Set
EXHIBIT	THRESHOLD INSPECTION PLAN	2023-11-30	Enabling Bid Set

ATTACHMENT 2

To

**Contract Between Owner and Design-Builder, Part 2 Contract as modified
For**

AIRSIDE D DEVELOPMENT PROGRAM & WESTSIDE CHECKED BAGGAGE SCREENING SYSTEM RELOCATION AND UPGRADES

**Authority Project Nos. 8500 23 & 8515 24
Tampa International Airport**

COMMON LAW PERFORMANCE BOND AND STATUTORY PAYMENT BOND



COMMON LAW PERFORMANCE BOND

BOND NO. _____

STATE OF _____

COUNTY OF _____

BY THIS BOND, _____ whose principal address is _____, business phone number is _____ as Principal, hereinafter "Design-Builder", 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 Ninety One Million Sixty Six Thousand Six Hundred Sixty Six and No One Hundredth Dollars (U.S.) (\$91,066,666) for the payment of which Design-Builder and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, as provided herein.

WHEREAS, Design-Builder has by written Contract dated December 5, 2024 entered into a Contract with Owner for **AUTHORITY PROJECT NUMBER NOS. 8500 23 & 8515 24, AIRSIDE D DEVELOPMENT PROGRAM & WESTSIDE CHECKED BAGGAGE SCREENING RELOCATION AND UPGRADES 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 Design-Builder 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 Design-Builder 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 Design-Builder fails to perform its Contract obligations, it will be the duty of the Surety to promptly assume responsibility for performance of the Contract and 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 Design-Builder, Design-Builder'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 Design-Builder 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 _____, _____.

DESIGN-BUILDER MUST INDICATE WHETHER CORPORATION, PARTNERSHIP, COMPANY, (OR INDIVIDUAL).
 THE PERSON SIGNING FOR THE DESIGN-BUILDER 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 Design-Builder's Corporate Seal)

 Name of Design-Builder

By: _____
 (Signature)

Type Name and Title Below: _____

Address: _____

 Telephone Number

 Fax Number

(Affix Surety's Corporate Seal)

 Name of Surety

By: _____
 Attorney in Fact for Surety (Signature)

By: _____
 Florida Licensed Agent (Signature)

Type name of Attorney in Fact: _____
 Attorney in Fact Address: _____

Type name of Fla. Licensed Agent: _____
 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

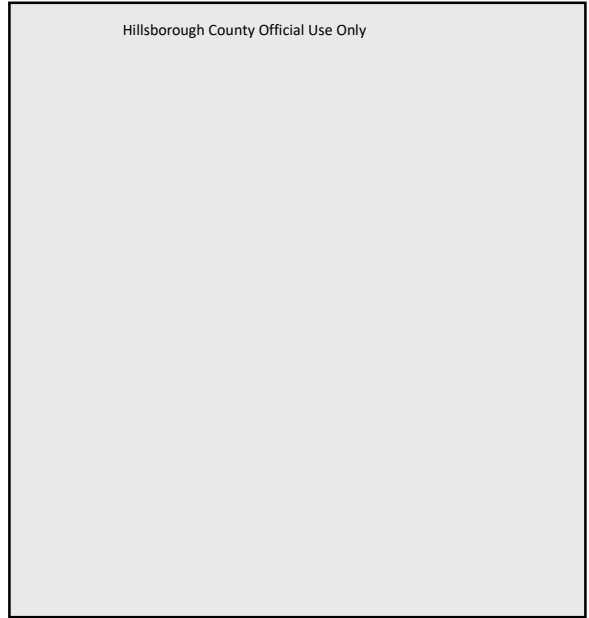
THIS BOND MUST BE RECORDED IN THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY FLORIDA PRIOR TO COMMENCING ANY WORK UNDER THE CONTRACT.

STATUTORY PAYMENT BOND

BOND NO. _____

STATE OF _____

COUNTY OF _____



BY THIS BOND, _____, whose principal address is _____, business phone number is _____ as Principal, hereinafter "Design-Builder", and _____, whose principal 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 Ninety One Million Sixty Six Thousand Six Hundred Sixty Six and No One Hundredth Dollars (U.S.) (\$91,066,666.) for the payment of which Design-Builder and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, as provided herein.

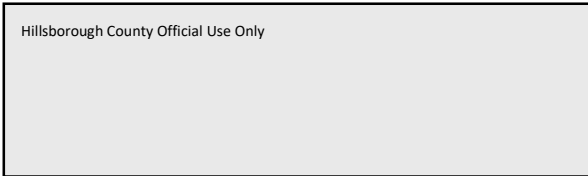
THE CONDITION OF THIS BOND is that if Design-Builder:

1. Performs the Contract dated December 5, 2024, between Design-Builder and Owner for design-build services of **AUTHORITY PROJECT NUMBER NOS. 8500 23 & 8515 24, AIRSIDE D DEVELOPMENT PROGRAM & WESTSIDE CHECKED BAGGAGE SCREENING RELOCATION AND UPGRADES 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 Design-Builder with labor, materials, or supplies, used directly or indirectly by Design-Builder 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 Design-Builder 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 Section 255.05(2), and (10), Florida Statutes.

TPA / Airside D Development Program & Westside Checked Baggage Screening System Relocation and Upgrades

Authority Project Nos. 8500 23 & 8515 24



SURETY PAYMENT & PERFORMANCE
BOND AFFIDAVIT

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 amount of Ninety One Million Sixty Six Thousand Six
Hundred Sixty Six and No One Hundredth Dollars (U.S.) (\$91,066,666) on behalf of _____ to the
HILLSBOROUGH COUNTY AVIATION AUTHORITY covering the **AUTHORITY PROJECT NUMBER NOS. 8500 23 & 8515 24,
AIRSIDE D DEVELOPMENT PROGRAM & WESTSIDE CHECKED BAGGAGE SCREENING RELOCATION AND UPGRADES 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 Agent (Signature)

Type Name or Agent Below:

Address of Agent: _____

Telephone Number: _____

FAX Number: _____

License Number: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online
notarization, this ____ day of _____, 2024, by _____ as
(Name of person)

_____, for _____
(type of authority) (name of party on behalf of whom contract was executed)

Signature of Notary

Print, Type, or Stamp Commissioned Name of Notary

Personally Known OR Produced Identification
Type of Identification Produced

TPA / Airside D Development Program & Westside Checked Baggage Screening System Relocation and Upgrades

Authority Project Nos. 8500 23 & 8515 24

ATTACHMENT 3

To

**Contract Between Owner and Design-Builder, Part 2 Contract as modified
For**

AIRSIDE D DEVELOPMENT PROGRAM & WESTSIDE CHECKED BAGGAGE SCREENING SYSTEM RELOCATION AND UPGRADES

**Authority Project Nos. 8500 23 & 8515 24
Tampa International Airport**

INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS

The Design-Builder agrees to provide its full limits for every policy specified herein, without restriction or reduction, and to the extent required by Florida Department of Transportation Public Transportation Grant Agreement, shall require the same of all of its contractors, subcontractors, suppliers, consultants, and subconsultants at each tier. Notwithstanding the forgoing, the Design-Builder may require its contractors, subcontractors, suppliers, consultants, and subconsultants at each tier to provide smaller limits than specified herein at its discretion. To the extent that there is any exclusion, deficiency, reduction, or gap in a policy, which makes the insurance more restrictive than the coverage required, the Design-Builder agrees to remain responsible and obligated to make the Owner whole as if the Design-Builder and all of its contractors, subcontractors, suppliers, 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, including but not limited to any warranty or limitation periods, and for any period of extension described herein. In the event the Design-Builder becomes in default of any requirement, the Owner reserves the right to take whatever actions deemed necessary to protect its interests. The Design-Builder 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, and its employees as additional insureds. To the extent required by Florida Department of Transportation Public Transportation Grant Agreement, Design-Builder shall also ensure that the Florida Department of Transportation is added as an additional insured on the Commercial General Liability policy of the Design-Builder. 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 Design-Builder will submit evidence that it, and to the extent required by the Florida Department of Transportation Public Grant Agreement, all subcontractors, suppliers, 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.

Workers' Compensation/Employer's Liability

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

Part One:	“Florida 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 Design-Builder to ensure that all entities and person(s) working for or behalf of itself or any contractor, subcontractor, supplier, 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.

INSURANCE REQUIREMENTS

Commercial General Liability

The Design-Builder will maintain and ensure that all contractors, subcontractors, suppliers, consultants, and subconsultants at each tier have 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 Design-Builder 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. To the extent required by the Florida Department of Transportation Public Transportation Grant Agreement, the Commercial General Liability insurance of Design-Builder may not contain or be subject to any self-insured retentions.

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 on a form no more restrictive than ISO Form CG 00 01 10 01 and shall include Products/Completed Operations coverage. 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 similarly restricts or limits coverage to the Owner. Notwithstanding the forgoing, in the event that the Design-Builder elects to provide a GL Wrap-Up program to comply with this Attachment 3, then there may be a Limitation of Coverage to Designated Premises or Project (CG 21 44) or other similar endorsements. The Design-Builder shall not allow its coverage to drop below or become encumbered below the following minimum limits of insurance:

	<u>Contract Specific</u>
General Aggregate	\$200,000,000
Each Occurrence	\$100,000,000
Personal and Advertising Injury	\$100,000,000
Products and Completed Operations	\$100,000,000

In the event that the Design-Builder elects to provide a GL Wrap-Up program to comply with this Attachment 3, the policy and all endorsements shall be subject to review and approval by the Owner for compliance with this Attachment 3, which approval will not be unreasonably withheld, prior to issuance of the Notice to Proceed.

Suppliers, consultants and subconsultants shall provide coverage per the Florida Department of Transportation Public Transportation Grant Agreement insurance requirements.

Products and Completed operations coverage will be maintained for a period of three (3) years from the date of termination of this Contract.

Business Auto Liability

INSURANCE REQUIREMENTS

The Design-Builder agrees to provide its full policy limits for commercial auto coverage, without restriction or reduction, on all owned, hired and non-owned vehicles. Coverage shall be provided on a form no more restrictive than ISO Form CA 00 01. The Design-Builder shall not allow its coverage to drop below or become encumbered below the following minimum limits of insurance:

Each Occurrence – Bodily Injury and Property Damage Combined	\$10,000,000
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Design-Builder shall ensure that all of its contractors, subcontractors, suppliers, consultants, or subconsultants at each tier procure and maintain Commercial Auto Liability Insurance with the following minimum limits of insurance. The Design-Builder shall be responsible for the subcontractor's movements, operations and activities on the AOA at all times.

Each Occurrence – Bodily Injury and Property Damage Combined	\$10,000,000
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Design-Builder shall ensure that all of its contractors, subcontractors, suppliers, consultants, or subconsultants at each tier procure and maintain Commercial Auto Liability Insurance with the following minimum limits of insurance. The Design-Builder shall be responsible for the subcontractor's movements, operations and activities on the Non-AOA at all times.

Each Occurrence – Bodily Injury and Property Damage Combined	\$5,000,000
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Professional Liability

The Design-Builder agrees to provide its full policy limits for its professional liability exposures, without restriction or reduction. Such insurance will be maintained by the Design-Builder without interruption or amendment throughout the life of this Contract and for a period of three (3) years following termination of the Contract. Any deductible, retention or self-insured amount must be approved in writing by the Owner. All policies shall be endorsed to include contractual liability. Coverage will include all work of the Design-Builder, and all contractors, subcontractors, suppliers, consultants, and subconsultants at each tier that provide professional services, work, or advice as it relates to this agreement, including but not limited to areas with possible environmental impact, without any material exclusions unless approved in writing by the Owner. The Design-Builder shall not allow its limits to drop below or become encumbered below the following minimum limits of insurance:

Each Claim	\$20,000,000
Annual Aggregate	\$20,000,000

Builders Risk Coverage

Design-Builder agrees to provide, in a policy acceptable to the Owner, "all risk" builder's risk insurance on all such construction, additions, modifications, machinery, and equipment. The policy shall be issued on a non-reporting form of policy. The amount of the insurance shall be no less than the Contract sum, as amended from time to time. The coverage shall not be subject to any restriction with respect to occupancy or use by the Owner and shall remain in full effect until Substantial Completion. The maximum deductible for other than windstorm or hail or flood shall be \$250,000 per occurrence. The maximum deductible per occurrence for windstorm and hail or flood shall be 5% of the Contract Price. Design-Builder shall pay on behalf of the Owner or the Owner's members, officials, officers and

TPA / Airside D Development Program & Westside Checked Baggage Screening System Relocation and Upgrades

Authority Nos. 8500 23 & 8515 24

INSURANCE REQUIREMENTS

employees the first \$250,000 (or other agreed maximum responsibility amount) of loss or damage to the project covered by the builder's risk policy and subject to a deductible applicable to the Builder's Risk Policy.

The builder's risk policies must include language limiting the scope of the exclusionary language regarding, and providing coverage for, costs rendered necessary by defects of material workmanship, design plan or specification in accordance with the London Engineering Group's LEG 3/06 policy wording.

The builder's risk policy(s) must be endorsed to provide the following: (i) to waive the insurer's right to subrogate against the Owner, members of the Owner's governing body, the Owner's officers, volunteers, agents and its employees and to the extent required by the Florida Department of Transportation Grant Agreement and (ii) to provide a notice of cancellation endorsement assuring that the Owner shall receive not less than 45 days advance written notice of cancellation. All endorsements shall be properly completed and signed by an authorized representative of the insurer providing the coverage and shall indicate the policy number.

Builders Risk Coverage will be maintained by the Design-Builder and evidenced on the certificate during the life of the Project.

Limits of Coverage will be: \$(Contract sum)

Environmental Impairment (Pollution) Liability

The Design-Builder agrees to provide and maintain its full policy limits for all liability resulting from pollution or other environmental impairment. The coverage shall apply without regard to whether the loss is caused by the Design-Builder or Design-Builder's contractors, subcontractors, suppliers, consultants or subconsultants. The coverage shall not contain any asbestos abatement, silica, lead, mold, exterior insulation and finish systems (EIFS), permitted work, law, code or ordinance exclusion.

The coverage required herein will begin at the prior to the contract's inception and commencement of the Work, continue and respond to any claims within three (3) years after termination of this Contract. The Design-Builder shall not allow its coverage to drop below or become encumbered below the following minimum limits of insurance:

Each Occurrence	\$10,000,000
Annual Aggregate	\$10,000,000

Cyber Liability & Data Storage

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

INSURANCE REQUIREMENTS

The minimum limits of liability shall be:

Each Occurrence	\$5,000,000
Annual Aggregate	\$5,000,000
Event Management Expenses	\$5,000,000

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

Utility and Railroad Protective Liability

To the extent required by the Florida Department of Transportation Public Transportation Grant Agreement 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, members of the Owner's governing body, the Owner's officers, volunteers, agents and its employees and to the extent required by the Florida Department of Transportation Grant Agreement in the manner as described herein.

To the extent required by the Florida Department of Transportation Public Transportation Grant Agreement 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.

Design-Builder 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 at each tier. The Design-Builder shall not allow its coverage or that of any of its contractors, subcontractors, suppliers, 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 S250.06 and establishes the insurance terms and conditions associated with contractual insurance requirements. This Section is applicable to all Design-Builders with Owner contracts, and to the extent required by the Florida Department of Transportation Public Transportation Grant Agreement, includes 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 REQUIREMENTS

INSURANCE COVERAGE:

A. Procurement of Coverage:

With respect to each of the required coverages, the Design-Builder will, at the Design-Builder's expense, procure, maintain and keep in force the types and amounts of insurance conforming to the minimum requirements set forth in the applicable contract. In addition to the extent required by Florida Department of Transportation Public Transportation Grant Agreement, the Design-Builder shall further require that all contractors, subcontractors, suppliers, consultants, and sub-consultants at each tier satisfy and meet all the requirements of the applicable Grant Agreement, including the terms and conditions of this Standard Procedure. 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 companies with a financial size category lower than VII must be submitted by the company to the Owner Director of Risk Management for approval prior to use. The Owner retains the right to approve or disapprove the use of any insurer, policy, risk pooling or self-insurance program.

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, including but not limited to any warranty or limitation periods and for any period of extended coverage required in the contract. 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 company, and to the extent required by Florida Department of Transportation Public Transportation Grant Agreement, all of the Design-Builder's contractors, subcontractors, consultants, and sub-consultants at each tier, will immediately take all possible steps to have it reinstated. The commercial general liability policies and any excess or umbrella policies used to provide the required amount of insurance shall include a per project designated aggregate limit 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 written notice to the Owner at least 30 days (or 10 days prior notice for non-payment of premium) prior to any cancellation, non-renewal or adverse change, initiated by the insurer, and applicable to any policy or coverage described in the contract or in this Standard Procedure. The endorsement will specify that such notice will be sent to:

Hillsborough County Aviation Authority

INSURANCE REQUIREMENTS

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

Additionally, to the extent required by Florida Department of Transportation Public Transportation Grant Agreement, the workers' compensation, commercial general liability and railroad protective insurance of every contractor, subcontractor, consultant, and sub-consultant at each tier shall be specifically endorsed to require the insurer to provide the Florida Department of Transportation notice within 10 days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described in the contract or this Standard Procedure.

D. No waiver by approval/disapproval:

The Owner accepts no responsibility for determining whether the company or any contractor, subcontractor, consultant, or sub-consultant at each tier is in full compliance with the insurance coverage required by the contract. The Owner's approval or failure to disapprove any policy, endorsement coverage, or Certificate of Insurance does not relieve or excuse the company of any obligation to procure and maintain the insurance required in the contract or in this Standard Procedure, nor does it serve as a waiver of any rights or defenses the Owner may have.

E. Future Modifications – Changes in Circumstances:

1. Changes in Coverage and Required Limits of Insurance

The coverages and minimum limits of insurance required by the contract are based on circumstances in effect at the inception of the contract. If, in the opinion of the Owner, circumstances merit a change in such 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 Design-Builder will, within 60 days of receipt of written notice of a change in the coverage and/or 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 coverages or minimum limits of insurance required will be made by the Owner until at least two years after inception of the contract. Subsequent changes in the coverage or minimum limits of insurance required 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. To the extent required by Florida Department of Transportation Public Transportation Grant Agreement, any such change or modification in coverage or limits shall also apply to the contractors, subcontractors, suppliers, consultants, and sub-consultants at each tier.

If, in the opinion of the Owner, compliance with the insurance requirements is not commercially practicable for the Design-Builder, contractors, subcontractors, suppliers, consultants or subconsultants at any tier, at the written request of the Design-Builder, 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 Design-Builder, contractors, subcontractors, suppliers, consultants, and sub-consultants at any tier. Any such

INSURANCE REQUIREMENTS

modification will be subject to the prior written approval of the Owner's General Counsel and Executive Vice President of Legal Affairs or designee, and subject to the conditions of such approval.

F. Proof of Insurance – Insurance Certificate:

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

The Design-Builder and, to the extent required by Florida Department of Transportation Public Transportation Grant Agreement, the Design-Builder's contractors, subcontractors, suppliers, consultants, and sub-consultants at each tier will not commence work, or 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 company to commence work or use or occupy the premises in connection with the contract.

2. Proof of Insurance Coverage

As preliminary evidence of compliance with the insurance required by the contract, the Design-Builder will furnish the Owner with an ACORD Certificate of Liability Insurance (Certificate) reflecting the required coverage described in the contract and this Standard Procedure.

The Certificate must:

- a. Be signed by an authorized representative of the insurer. Upon request of the Authority, Design-Builder will furnish the Owner with any specific endorsements effecting coverage required by the contract. The endorsements are to be signed by a person authorized by insurer to bind the coverage on the insurer's behalf;
- b. State that: "Hillsborough County Aviation Authority, members of the Authority's governing body and the Authority's officers, volunteers, agents, and its employees are additional insureds for all policies described above other than workers' compensation employer's liability and professional liability (if required by Contract)";
- c. To the extent required by Florida Department of Transportation Public Transportation Grant Agreement, state that the Florida Department of Transportation is an additional insured for commercial general liability;
- d. Indicate that the insurers for all required policies shown on the Certificate have waived their subrogation rights against the Hillsborough County Aviation Authority, members of the Authority's governing body and the Authority's officers, volunteers, agents, and its employees;
- e. Indicate that the Certificate has been issued in connection with the contract;
- f. Indicate the amount of any deductible or self-insured retention applicable to all coverages;
- g. State that the deductible or self-insured retention is the responsibility of the Design-Builder; and
- h. Identify the name and address of the Certificate holder as:

Hillsborough County Aviation Authority

TPA / Airside D Development Program & Westside Checked Baggage Screening System Relocation and Upgrades

Authority Nos. 8500 23 & 8515 24

INSURANCE REQUIREMENTS

Attn.: Chief Executive Officer
Tampa International Airport
Post Office Box 22287
Tampa, Florida 33622;

If requested by the Owner, the Design-Builder 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 Design-Builder may redact those portions of the insurance policies that are not relevant to the coverage required by the contract. The Design-Builder 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 and any alternative risk or insurance programs (including, but not limited to, the use of captives, trusts, pooled programs, risk retention groups, or investment-linked insurance products), must be approved by the Owner's General Counsel and Executive Vice President of Legal Affairs or designee. The Design-Builder agrees to provide all documentation necessary for the Owner to review the deductible, self-insurance or alternative risk or insurance program.
2. The Design-Builder will pay on behalf of the Owner, members of the Owner's governing body, the Owner's officers, volunteers, agents and its employees and to the extent required by the Florida Department of Transportation Grant Agreement, 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, or any member of the Owner's governing body, or any officer or employee of the Owner.
3. The contract by the Owner to allow the use of a deductible, self-insurance or alternative risk or insurance program will be subject to periodic review by the Director of Risk Management. If, at any time, the Owner deems that the continued use of a deductible, self-insurance, or alternative risk or insurance program by the Design-Builder should not be permitted, the Owner may, upon 60 days' written notice to the company, require the Design-Builder to replace or modify the deductible, self-insurance, or alternative risk or insurance program in a manner satisfactory to the Owner.
4. Any deductible amount, self-insurance, or alternative risk or insurance 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.
5. To the extent required by Florida Department of Transportation Public Transportation Grant Agreement, the commercial general liability may not be subject to a self-insured retention. Subject to approval by the Owner under sub-paragraphs 1-4 above, the commercial general liability may contain a deductible, provided that such deductible shall be paid by the named insured.

INSURANCE REQUIREMENTS

H. Design-Builder's Insurance Primary:

The insurance required by the contract will apply on a primary and non-contributory basis. Any insurance or self-insurance maintained by the Owner will be excess and will not contribute to the insurance provided by or on behalf of the Design-Builder.

To the extent required by Florida Department of Transportation Public Transportation Grant Agreement, the coverage afforded to the Florida Department of Transportation as an additional insured under the Commercial General Liability policy shall be primary coverage.

I. Incident Notification:

In accordance with the requirements of Standard Procedure S250.02, the Design-Builder will promptly notify the Airport Operations Center (AOC) of all incidents involving bodily injury or property damage occurring on Authority-owned property, tenant owned property or third party property.

J. Customer Claims, Issues, or Complaints:

In addition to complying with all terms outlined in Standard Procedure S250.02, all customer claims, issues, or complaints involving property damage or bodily injury related to the Design-Builder will be promptly handled, addressed and resolved by the Design-Builder.

The Design-Builder will track all customer claims, issues, or complaints involving property damage or bodily injury and their status on a Claims Log available for review, as needed, by Risk Management. The Claims Log should include a detailed report of the incident along with the response and/or resolution. Risk Management has the option to monitor all incidents, claims, issues or complaints where the Owner could be held liable for injury or damages.

K. 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 Design-Builder will ensure that all contractors, subcontractors, suppliers, consultants, and subconsultants at each tier are contractually bound and remain in compliance with this provision.

L. Waiver of Subrogation:

The Design-Builder, 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, agents and its

INSURANCE REQUIREMENTS

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 Design-Builder. The Design-Builder shall require all contractors, subcontractors, suppliers, consultants and subconsultants at each tier for themselves and their insurers, to the fullest extent permitted by law without voiding the insurance required by the Contract, to waive all rights against the Owner, members of the Owner's governing body and the Owner's officers, volunteers, agents 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 Design-Builder to the extent covered and paid for by any insurance maintained by the Design-Builder's contractors, subcontractors, suppliers, consultants and subconsultants at each tier. The Design-Builder shall further require that all contractors, subcontractors, suppliers, 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, agents, 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."

M. Design-Builder's Failure to Comply with Insurance Requirements:

1. Owner's Right to Procure Replacement Insurance

If, after the inception of this Contract, the Design-Builder or any of its contractors, subcontractors, suppliers, 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 Design-Builder, insurance which provides, in whole or in part, the required insurance coverage.

2. Replacement Coverage at Sole Expense of Design-Builder

The entire cost of any insurance procured by the Owner pursuant to this Attachment will be paid by the Design-Builder. At the option of the Owner, the Design-Builder 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. Design-Builder to Remain Fully Liable

The Design-Builder 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, suppliers, consultants, and subconsultants at each tier. To the extent that there is any exclusion, deficiency, reduction, or gap in a policy which makes the insurance more restrictive than the coverage required, the Design-Builder agrees to remain responsible and obligated to make the Owner whole as if the Design-Builder and

INSURANCE REQUIREMENTS

all of its contractors, subcontractors, suppliers, 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 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 Design-Builder or by any of its contractors, subcontractors, suppliers, consultants, or sub-consultants 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 Attachment.

ATTACHMENT 4

To

Contract Between Owner and Design-Builder, Part 2 Contract as modified
For

AIRSIDE D DEVELOPMENT PROGRAM & WESTSIDE CHECKED BAGGAGE SCREENING SYSTEM RELOCATION AND UPGRADES

Authority Project Nos. 8500 23 & 8515 24
Tampa International Airport

DIVISION 01 GENERAL REQUIREMENTS

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1330	DESIGN SUBMITTALS	FINAL APPROVED
1340	SHOP DRAWINGS, PRODUCT DATA AND SAMPLES	FINAL APPROVED
1350	BUILDING INFORMATION MODELING REQUIREMENTS	FINAL APPROVED
1370	SCHEDULE OF VALUES	FINAL APPROVED
1380	PRE-CONSTRUCTION VIDEO	FINAL APPROVED
1390	CONTROL OF WORK	FINAL APPROVED
1400	QUALITY CONTROL SERVICES	FINAL APPROVED
1405	METHOD OF ESTIMATING PERCENTAGE OF MATERIAL WITHIN SPECIFICATION LIMITS (PWL)	TO BE REVISED FOR FUTURE SUPPLEMENTAL CONTRACT
1410	TESTING LABORATORY SERVICES	FINAL APPROVED
1505	TEMPORARY FACILITIES	FINAL APPROVED
1520	TEMPORARY SIGNAGE	TO BE REVISED FOR FUTURE SUPPLEMENTAL CONTRACT
1540	CONSTRUCTION SAFETY AND SECURITY REQUIREMENTS	TO BE REVISED FOR FUTURE SUPPLEMENTAL CONTRACT
1545	UTILITIES	TO BE REVISED FOR FUTURE SUPPLEMENTAL CONTRACT
1560	PREVENTION, CONTROL AND ABATEMENT OF EROSION AND WATER POLLUTION	TO BE REVISED FOR FUTURE SUPPLEMENTAL CONTRACT
1561	CONSTRUCTION CLEANING	TO BE REVISED FOR FUTURE SUPPLEMENTAL CONTRACT
1600	MATERIALS AND EQUIPMENT	TO BE REVISED FOR FUTURE SUPPLEMENTAL CONTRACT
1605	PRODUCTS AND SUBSTITUTIONS	TO BE REVISED FOR FUTURE SUPPLEMENTAL CONTRACT
1610	CONTROL OF MATERIALS	TO BE REVISED FOR FUTURE SUPPLEMENTAL CONTRACT
1640	PRODUCT HANDLING	TO BE REVISED FOR FUTURE SUPPLEMENTAL CONTRACT
1650	CONSTRUCTION SALVAGE AND WASTE MANAGEMENT	TO BE REVISED FOR FUTURE SUPPLEMENTAL CONTRACT
1700	PROJECT CLOSEOUT	FINAL APPROVED
1740	WARRANTIES	TO BE REVISED FOR FUTURE SUPPLEMENTAL CONTRACT

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:
**Airside D Development Program & Westside Checked
Baggage Screening System Relocation and Upgrades
Tampa International Airport
Tampa, Florida**

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

Authority Project Numbers: 8500 23 & 8515 24

Description: This package constitutes Enabling Work that must be completed prior to the start of construction for the new 16-Gate airside. These early activities include re-establishing the AOA fence line to capture the building site, building a trailer compound to serve as a Project office, and variety of miscellaneous civil and utility work.

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 Design-Builder will furnish all labor, materials, equipment, tools, transportation, and supplies required to complete the Work in a first-class 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 Design-Builder 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 Design-Builder encounter, during its operations, any building, part of a building,

TPA / Airside D Development Program & Westside Checked Baggage Screening System Relocation and Upgrades

structure, or object that is incongruous with its surroundings, it will immediately cease operations in that location and notify the Owner. The Owner will investigate the Design-Builder's finding and the Owner will direct the Design-Builder to either resume its operations or suspend operations.

- C. Should the Owner order suspension of the Design-Builder's operations in order to protect an archaeological or historical finding, or order the Design-Builder to perform extra work, such will be covered by an appropriate Contract Modification. 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 Design-Builder, 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 GMP Contract Sum.
- B. Wherever existing structures interfere with the Design-Builder's Work, the Design-Builder shall be responsible for all adjustments, including removal if appropriate, to fit the Design-Builder's Work and will be included in the GMP Contract Sum.
- C. Should the Design-Builder encounter an existing structure that interferes with the Design-Builder'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, the Design-Builder shall remove and dispose of the material. Where such structures are determined to remain and are integrated into the Design-Builder'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 Design-Builder 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, the Design-Builder 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 the Design-Builder's own temporary construction on the Project site; or

4. Use such material as intended by the terms of the Contract.
- B. Should the Design-Builder wish to exercise option 1., 2., or 3., the Design-Builder will receive the Owner's approval in writing in advance of such use.
- C. Should the Owner approve the Design-Builder's request to exercise option 1., 2., or 3., the Design-Builder will be paid for the excavation or removal of such material at an agreed upon unit price or lump sum. The Design-Builder will replace, at Design-Builder'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 Design-Builder will not be charged for Design-Builder's use of such material so used in the Work or removed from the Project site.
- D. Should the Owner approve the Design-Builder's exercise of any of the options in paragraph A., the Design-Builder shall be paid, at the applicable Contract price, for furnishing and installing such material in accordance with requirements of the Contract item in which the material is used.
- E. It is understood and agreed that the Design-Builder will make no claim for delays by reason of Design-Builder's exercise of option 1., 2., or 3.
- F. The Design-Builder 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.
- G. No contaminated materials (including but not limited to petroleum or PFAS) may be removed from the Airport without advance written approval by the Owner.

1.06 SCHEDULING

- A. Refer to Section 01315.

1.07 LIST OF RELATED WORK

- A. During the performance of the Work under this Contract, the following other contracts will be under construction:
 - Project 8500 23 APR – Apron & Site
 - Project 8500 23 PBB – Passenger Boarding Bridges
 - Project 8500 23 GDY – Guideway
 - Project 8500 23 - Airside D Shuttles
 - Project 8230 18 - Red Express Curb / Main Terminal Curbside Expansion
 - Project 6800 22 - Airfield Perimeter Fence
 - Future Ticket Level Modernization
 - Future FAA Tower
- B. Any other work by the Design-Builder or Contractors adjacent to or near the Project site.

1.08 COOPERATION BETWEEN DESIGN-BUILDERS AND/OR CONTRACTORS

- A. The Owner reserves the right to contract for and perform other or additional construction on or near the Work covered by this Contract.
- B. When separate contracts are awarded for different portions of the Project, the Design-Builder or contractor for each different portion of the Project will be the person other than the Owner who signs each separate contract.
- C. When separate contracts are let within or near the limits of this Project, the Design-Builder will conduct its Work so as not to interfere with or hinder the progress of completion of the construction performed by other Design-Builders and contractors. Design-Builders and Contractors working near each other will cooperate and coordinate scopes of work with each other as directed by the Contract Documents and the Owner. On a frequency as determined by the Owner, coordination meetings between the Design-Builders and Contractors will be mandatory to ensure all Design-Builders and Contractors are working together.
- C. Subject to Section 5.13 of the Part 2 Contract, the Design-Builder will assume all liability, financial or otherwise, in connection with the Design-Builder'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 Design-Builder because of the presence and operations (or lack thereof) of other Design-Builders and Contractors working within or near the limits of this Project.
- E. The Design-Builder will arrange the Work and will place and dispose of the materials so as not to interfere with the operations of the other Design-Builders and Contractors within or near the limits of this Project. The Design-Builder will coordinate and 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 COOPERATION OF DESIGN-BUILDER

The Design-Builder shall be supplied with an electronic PDF of the Contract Documents. The Design-Builder shall have available on the construction site at all times one hard copy of the Contract Documents. Hard copies of Contract Documents may be obtained by the Contractor for the cost of reproduction.

The Design-Builder shall give constant attention to the Work to facilitate the progress thereof and shall cooperate with the Owner and its inspectors and with other contractors in every way possible. The Design-Builder shall have a competent superintendent assigned to the Work at all times who is fully authorized as their agent supervising the Work. The superintendent shall be capable of reading and thoroughly understanding the Contract Documents and shall receive and fulfill instructions from the Owner or their authorized representative.

1.10 COORDINATION WITH CONTRACTS

- A. The Design-Builder 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 any other Design-Builders or Contractors as directed by the Owner, 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 Design-Builder to coordinate the whole Work directly with the contracts listed above in Item 1.07 LIST OF RELATED WORK, Paragraph A, and any other Design-Builders or Contractors as directed by the Owner.
- 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, at the Project site, or near the Project site; however, the Design-Builder 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 01020 - OWNER'S ALLOWANCES

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

- A. Owner's allowances in the amounts indicated and as described below have been established for certain types of work. The Design-Builder will perform such Work only upon receipt of written work orders from the Owner. For this purpose, a Work Order will have the same meaning for requirements pertaining to submittals, approvals, etc., as modified, except the Work Order is only signed by the Owner.
- B. If the Work Order directs that the allowance work be performed, the provisions of this Part 2 Contract, as modified, will govern the conduct and payment for this Work.
- C. Definitions and Explanations: All Work, including any allowance work if authorized, shall be performed in full compliance with the requirements of the Contract. All allowance work, if and when authorized, shall be performed by the Design-Builder in accordance with the Work Order.
1. The Design-Builder shall coordinate allowance Work with related Work to ensure that each selection is completely integrated and interfaced with related Work, and shall include all aspects of work to fully integrate the work with all other Work and Related Work.
- D. Work Order Data: Where applicable, include in each Work Order proposal the quantities of products being purchased, units requested, and labor hours, and furnish data to substantiate quantities. Indicate applicable taxes, delivery charges, and amounts of applicable trade discounts. Refer to this Part 2 Contract, Article 8, Changes in the Work for supporting documentation requirements.
- E. Upon issuance of a Work Order, the Work Order funds will be tracked separately by Work Order number. If multiple subcontractors are employed for the Work Order, each Subcontractor's Pay Application will include a separate line with the Work Order number. Once work is complete on the Work Order, the Design-Builder must reconcile the Work Order no later than 30 days following completion of the work associated with the Work Order, as follows:
1. Provide Owner Project Management with a package containing cost support documents totaling the Cost of the Work Order.
 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 associated with the Work

Order, unless an extension is granted during the 30-day period in writing by the Owner, following the process above.

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

3.01 SCHEDULE OF OWNER'S ALLOWANCES

- A. These allowances will cover the total cost of all Work authorized under a Work Order, including but not limited to design, cost of materials and equipment delivered and unloaded at the Project site, and all applicable taxes, permits, fees, labor, installation costs, and integration. The Design-Builder's fee for the work associated with the Work Order will be included in the Work Order amount.
- B. Should the aggregate of charges for all approved Work Orders issued by the Owner under the allowances be less than the amount of the allowance, the Final GMP Contract Sum will be decreased by the amount of the difference. No Work will be performed that would cause total charges under the allowances to exceed the authorized allowance amount. The authorized allowance amount may be increased by Change Order. Should the aggregate charge for an approved Work Order issued by the Owner under the Allowance be less than the amount of the Work Order, the Owner may issue another Work Order in a negative amount to reconcile the Work Order. Such reconciliation Work Orders do not require executive management approval.
- C. The following allowance amounts will be included in the Guaranteed Maximum Price Proposal:

OWNER'S ALLOWANCE: Allow an amount of \$1,000,000.00 of the GMP Contract Sum for:

1. **Utilities:** Repair, modify, removal, or replacement of existing utilities (sanitary, storm sewer, potable water, fire protection, mechanical systems, electrical systems, communications systems, security systems, etc.) when found to be deteriorated, damaged, or deficient.
2. **Structural Elements:** Repair, modify, removal, or replacement of existing structural elements when found to be deteriorated, damaged, or deficient.
3. **Airport Tenants & Entities:** Relocation and adjustments of Work required to accommodate airport tenants' space (airlines, rental car companies, concessions, FAA, TSA, etc.) and other common areas. Include all disciplines: civil, architectural, structural, mechanical, plumbing, electrical, communications, fire protection, security, etc.
4. **Coordination with Other Projects:** Resolution between proposed work and the work of tenants and other contracts. Include all disciplines: civil, architectural, structural, mechanical, plumbing, electrical, communications,

- fire protection, shuttle systems, etc.
5. **Signage:** Additional Owner requested wayfinding, roadway, airfield, and dynamic signage that is not included in the Design-Builder's scope.
 6. **Protection and MOT:** Additional Owner requested building or roadway protection and MOT that is not included in the Design-Builder's scope.
 7. **Common Spaces Adjacent to Work:** Additional improvements related to common areas.
 8. **HCAA Departments:** Work associated with other HCAA Departments (Parking, Maintenance, Operations, etc.) that is required but the scope of work is outside of the Design-Builder's scope of work.
 9. **Unforeseen Conditions:** Any work that is required to address unforeseen conditions that is outside of the GMP scope of Work. The determination of "outside the scope of Work" would be at the absolute and sole discretion of the Owner.
 10. **Airfield Improvements:** Additional Owner requested airfield improvements necessary for Airside D construction.
 11. **Owner Trailer:** Additional Owner requested improvements to the Owner's Construction trailer.
 12. Any Work not shown in the Contract Documents, but which is necessary to complete the Project, with the 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 GMP Contract Sum will not be adjusted for any costs of acceleration resulting from the issuance of Work Orders under this Section 01020 – OWNER'S ALLOWANCES. In addition, the Contract Sum will not be adjusted for any costs of acceleration of the whole work resulting from the issuance of Work Orders under this Section 01020 – OWNER'S ALLOWANCES.

END OF SECTION

SECTION 01021 – DESIGN-BUILDER’S ALLOWANCES

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

- A. Design-Builder’s allowances in the amounts indicated and as described below have been established for certain types of work.
- B. The provisions of this Part 2 Contract, as modified, will govern the conduct and payment for this Work.
- C. Definitions and Explanations: All Work, including any allowance work if authorized, shall be performed in full compliance with the requirements of the Contract.
 - 1. Coordinate allowance Work with related Work to ensure that each selection is completely integrated and interfaced with related Work and shall include all aspects of work to fully integrate the work with all other Work and Related Work.
- D. Reserved.
- E. Design-Builder’s Allowance funds will be tracked separately on the Design-Builder’s Schedule of Values by category and the amount of the Cost of Work. If multiple subcontractors are employed for the category, each Subcontractor's Pay Requisition will include a separate line with the category that will flow to the Design-Builder’s Schedule of Values. Once Design-Builder’s Allowance work is complete for a category of Work, the Design-Builder has 30 days in which to reconcile the Design-Builder’s Allowance work, 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 Design-Builder’s Allowance budget.
 - 3. Any unused Design-Builder’s Allowance funds will be returned to the Design-Builder’s allowance budget.

The Design-Builder will forfeit their fee on the Design-Builder’s Allowance Work for any work that has not been reconciled within 30 days of the completion of the work, following the process above.

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

TPA / Airside D Development Program & Westside Checked Baggage Screening System Relocation and Upgrades
Project Nos. 8500 23 & 8515 24

3.01 SCHEDULE OF DESIGN-BUILDER'S ALLOWANCES

- A. These allowances will cover the total cost of all Work authorized under a Design-Builder's Allowance category, including but not limited to design, cost of materials and equipment delivered and unloaded at the Project site, and all applicable taxes, permits, fees, labor, installation costs and integration as applicable. The Design-Builder's percentage, overhead and profit for the allowance are excluded from the Design-Builder's Allowance amount, but are included in the GMP.
- B. Should the charges for each category of Design-Builder's Allowances be less than the amount of the allowance, the Final GMP Contract Sum will be decreased by the amount of the difference. No Work will be performed that would cause total charges under the allowances to exceed the authorized allowance amount. The authorized allowance amount may be increased by Change Order.
- C. The following allowance amounts will be included in the Guaranteed Maximum Price Proposal:

DESIGN-BUILDER'S ALLOWANCE: For Projects 8500 23 & 8515 24, allow an amount of \$6,184,000 of the GMP Contract Sum for:

1. Subcontractor Insurance Premiums - \$500,000
Liability Insurance wrap-up program has been included. In our purchasing interviews subcontractors have expressed concern at the requested insurance limits. Design-Builder is working to gather cost increases associated with unusually high insurance premiums for Automotive Liability, Professional Liability, Environmental Impairment (Pollution) Liability, Cyber Liability & Data Storage, and Utility and Railroad Protective. An allowance has been included to potentially cure any deficiencies in coverage in the subcontractor policies.
2. Division 01 Changes - \$100,000
General Requirements issued to the subcontractors are draft specification sections as HCAA is in the process of updating these sections. Once complete Design-Builder will provide these specification sections to the subcontractors proposed for award and allow them to price any impacts associated with changes made to the draft specifications. The basis for changes shall be the specifications issued to the subcontractors as part of the bid packages viewable in the links provided in the "Bid Documents" section of this GMP submission.
3. Trade delta to Second Place Bids - \$1,200,000
In the event of a subcontractor termination resulting in higher costs for replacing a subcontractor, (or recommended subcontractor) after GMP establishment which are not covered by surety, sufficient evidence to document the added costs will be submitted. A Contractor Allowance has been included in the GMP associated with this potential cost. This Allowance will sunset on 3/31/25. Should trade partner purchasing not be complete by this date, Design-Builder may request approval of an extension to this sunset date.

4. Contaminated Soils, Asbestos Fuel Pipe, and Water Management - \$3,000,000
Contamination with aviation fuel in soil and water. Aviation fuel contaminated soil and ground water have been identified in the Airside D footprint per the November 30, 2023 report submitted to HCAA. This allowance has been established for the removal, disposal and replacement of contaminated materials within the limits of the identified plumes for the enabling program only. Subsequent GMPs will assess similar program needs and adjustments to costs and systems may be required. This allowance may also be used to fund ancillary items related to the contamination such as Industrial Hygienist (IH) costs, and consumables items necessary as part of the cleanup operation.

- i. Contaminated Soils

- a. When working in the area of the existing fuel line and/or areas that soils tests result in an OVA reading of above 400ppm, the material must either be placed back in the same location from which it was excavated or, if an installation results in displacement of soils, the contaminated soils will be hauled to a lined dumpster for disposal to a class 1 landfill. Design-Builder will construct an exchange yard in its trailer park to store a stockpile of clean fill adjacent to a series for roll off/lined dumpsters. If a trade is excavating materials and they are determined to be over 400ppm and cannot be returned to the original location, the trade will haul the materials to the exchange yard and deposit the contaminated fill into the lined dumpster and then use the clean fill to back fill their operations. Exchange yard establishment, clean fill materials, and haul off/disposal of contaminated soils will be applied to the \$3m allowance.

- ii. Contaminated Water

- a. Design Builder has confirmed with City of Tampa Wastewater that there is no requirement to pretreat the dewatering discharge, as the contaminated water samples submitted to the City of Tampa from 2023 water sampling showed levels being below COT WW pretreatment levels. However metering of discharge and pay an impact fee of \$5.56/CCF (748 gallons) to COT Wastewater.
- b. Design Builder is currently in the permitting process with COT Building Dept to permit discharge into the sanitary system after the approval from COT WW. Once COT Building Dept provides any additional direction it will be shared with HCAA.
- c. Due to flow limits through the existing campus sanitary system the project may be required to treat the water on site to remove contaminants and discharge to the stormwater system.
- d. Design Build team will continue the design, sizing and permitting of the dewatering process. If at any point during this

process a challenge arises to the above outlined process, Design-Builder reserves the right to make a claim.

iii. Third Party Industrial Hygienist

1. Develop the following for compliance with working with contaminated soils and water :
 - a. Health and Safety Plan – Develop for there work along with review, comment and inspection of trade partners plans
 - b. Soil Management Plan – Will work with trade partners to develop site specifics plan to trade partners means and methods
 - c. Dewatering Plan and Permit support – Will work with trade partners to develop site specifics plan to trade partners means and methods

iv. Asbestos Fuel Pipe

1. Cost to abate asbestos fuel pipe.

5. Relocation / Moving Costs - \$1,075,000

Utilization of a lump sum value for relocation costs per position for Design-Builder personnel to be relocated to Tampa for the Airside D program. The rate per position will cover all relocation expenses inclusive of travel, moving, and all other necessary costs. Design-Builder will inform the owner prior to the relocation of employees. The allowance value is established from the budgets listed in the table below.

Moving & Relocate (AS/PE/Lead/VDC)	18	EACH	\$ 25,000	\$ 450,000
Moving & Relocate (OE/FE)	25	EACH	\$ 15,000	\$ 375,000
Moving & Relocate (PM/PS/QCM/SM)	5	EACH	\$ 50,000	\$ 250,000

6. Temporary Housing Costs - \$192,000

This allowance shall cover temporary housing in the form of a furnished apartment, including utilities and associated ancillary costs, for employees assigned to the project who are not permanently relocating to the Airside D program. This allowance is based upon a duration of 48 months of housing at a rate of \$4,000 per month.

- . The aforementioned options will only be applicable to persons that will be relocating to the Airside D program from a distance greater than 60 miles to the Project.

D. Contract Time will not be extended as a result of the issuance of any Work under this Section 01021 – DESIGN-BUILDER’S ALLOWANCES.

E. The GMP Contract Sum will not be adjusted for any costs of acceleration resulting from Design-Builder’s Allowance Work under this Section 01021 – DESIGN-BUILDER’S ALLOWANCES. In addition, the Contract Sum will not be adjusted for any costs of

acceleration of the whole work resulting from the Design-Builders Allowance Work under this Section 01021 – DESIGN-BUILDER’S ALLOWANCES.

END OF SECTION

SECTION 01025 – FIELD OFFICES

PART 1 – GENERAL

1.01 REQUIREMENTS

For the purpose of prosecuting the Work, including but not limited to conducting onsite Project and Contract meetings, the Design-Builder will furnish, install, and maintain temporary field offices for the Owner’s representatives and the Design-Builder during the period beginning at least 60 days prior to the Design-Builder beginning its on-site activities unless otherwise approved by the Owner in writing. The Design-Builder will furnish, install, and maintain storage and work sheds needed for its on-site activities, including storage of equipment and materials. Upon Final Completion of the Work, the Design-Builder will remove field offices, sheds, and contents, and restore the site to original condition or as directed by the Owner.

1.02 OTHER REQUIREMENTS

Prior to the installation of offices, the Design-Builder will consult and coordinate with the Owner on location, access, and related facilities. The Design-Builder’s field offices, staging and laydown areas, and the Design-Builder’s employee parking will be located within Tampa International Airport. Such areas will not be exclusive to the Design-Builder. The Design-Builder shall coordinate its requirements with others having access to the areas through the Owner.

1.03 REQUIREMENTS FOR FACILITIES

A. Construction will:

1. Be structurally sound, and weather-tight, with floors raised above ground.
2. Have temperature transmission resistance compatible with occupancy and storage requirements.
3. At the Design-Builder’s option, portable or mobile buildings may be used.
 - a. Mobile trailers, when used, will be modified for office use.
 - b. Mobile trailers will not be used for living quarters.

B. The Design-Builder’s Office and Facilities:

1. Size: as required for the Design-Builder’s general use and to provide space for Owner and Project meetings.
2. Lighting and temperature control in compliance with applicable codes.
3. Telephone: As needed.
4. Racks and files for Project Record Documents.

5. Other furnishings: The Design-Builder's option.
 6. Copy machine with reduction and enlargement capabilities.
 7. Other requirements as directed by the Owner.
- C. The Design-Builder will make all provisions and pay for all installations and other costs including maintenance and supplies in order to provide telephone service (as needed), high-speed internet service, power service, exterior lights, and a copy machine at the Project site available for the Owner's use. The Design-Builder will pay all monthly charges for the various services provided to the Design-Builder's field office throughout the period of use and until 60 days after the Design-Builder has reached Final Completion of the Work (including "punch list" items), or until the Design-Builder removes the facilities, whichever is later. Such above costs are part of the Work and are to be included in the GMP amount.

PART 2 – PRODUCTS

2.01 MATERIALS, EQUIPMENT, FURNISHINGS

Materials, equipment, and furnishings may be new or used, but must be serviceable, adequate for the required purpose, and must comply with all applicable Laws.

PART 3 – EXECUTION

3.01 PREPARATION

The Design-Builder will fill and grade sites for temporary structures to provide adequate surface drainage.

3.02 INSTALLATION

The Design-Builder will construct temporary field offices on proper foundations; provide connections for utility services; secure portable or mobile buildings when used; provide steps and landings at entrance doors; and provide hurricane or high wind tie-downs, all in accordance with all applicable Laws.

3.03 MAINTENANCE AND CLEANING

The Design-Builder will provide regular maintenance and cleaning for temporary structures, and their structures, curtilage, furnishings, equipment, and services to maintain such facilities in good hygienic condition compatible with their intended use.

3.04 REMOVAL

- A. The Design-Builder will remove temporary field offices, contents, and services at a time when no longer needed and as approved by the Owner.

- B. The Design-Builder will remove foundations and debris and grade the site to the required elevations and clean the areas or grade and clean as otherwise required by the Owner.

3.05 LOCATION OF FIELD OFFICES

The Design-Builder will locate all temporary field offices on the Owner's property at the location(s) to be coordinated with the Owner per Paragraph 1.02 above or per agreement between the Contract parties if no on-site space is available. No additional compensation will be provided to the Design-Builder for the off-site rental/purchase of space.

END OF SECTION

SECTION 01040 - PROJECT COORDINATION

PART 1 - GENERAL

1.01 DESCRIPTION

Minimum administration and supervisory requirements necessary for the 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 Design-Builder and the Owner, with a positive commitment to honesty and integrity, agree to the following mutual duties:
 - 1. Each will function within the Laws 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 Design-Builder will attend a preconstruction conference and bring the Project Management Team, including but not limited to, the Project Manager and Superintendent employed for this Project. In the event the Project Manager or Superintendent is unable to attend, the Design-Builder will bring a letter of

introduction in which the Design-Builder advises the full names and duties of the Project Manager and Superintendent and states that they are assigned to the Project and will be in full responsible charge. This conference will be requested by the Design-Builder and called by the Owner who will arrange for other interested parties to be present.

- B. The Design-Builder 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 the Contract and prepare a program of procedure in keeping with the requirements of the Contract Documents. The Design-Builder'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 Design-Builder will:

- A. Prepare a written memorandum on required coordination activities including types of meetings and meeting cadence. Also 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 a general progress meeting each week.
 - 1. Require each party then involved in planning, coordination, or performance of the 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, work orders, claims, safety, and documentation of information for payment requests.
 - 2. Discuss whether each element of the current Work is ahead of schedule, on time, or behind schedule in relation with the 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.
 - 3. Review everything of significance which could affect the progress of Work.
 - 4. 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 the format required by the Owner, including submitting through the Owner's PMIS.

1.05 PREINSTALLATION CONFERENCES

The Design-Builder will:

- A. Well in advance of installation of every major unit of Work which requires coordination and interfacing with other Work, meet at the 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.
- B. The Design-Builder shall have a preinstallation and coordination meeting prior to starting work in a new area that could potentially impact the Owner. 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.
- C. The Owner shall be invited to all preinstallation and coordination meetings. At the Owner's discretion, it may invite other parties that could include other contractors, engineers, Owner personnel, or any other personnel that it deems necessary. These meetings should occur well in advance of any mobilization so as to allow the Owner to communicate with other team members and review the contract documents prior to the meetings. An agenda shall be distributed by the Design-Builder no later than 48 hours in advance.
- D. At each conference, review the progress of other Work and preparations for particular Work under consideration, including requirements of Contract Documents, options, related change orders, work 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.
- E. Record significant discussions of each conference. Record agreements and disagreements. Record the final plan of action. Distribute written minutes of the conference promptly to everyone concerned, including the Owner and others in attendance in a format required by the Owner through the Owner's PMIS.

1.06 PRECONSTRUCTION AND PROGRESS PHOTOGRAPHS

The Design-Builder will provide:

- A. Preconstruction and progress photographs as required by the Contract and the Owner. The Design-Builder will promptly forward copies in a format required by the Owner to the Owner through the Owner's PMIS.
- B. Photographs and/or video(s) will be labeled per the Owner's naming conventions with the item and date and properly identified and categorized with the name of the person taking the photographs and/or videos. These will be submitted through the Owner's PMIS.

1.07 REPORTING AND SCHEDULES

- A. Within 3 business days after each conference/meeting date, distribute copies of written minutes of the meeting in a format required by the Owner to each entity present and to others who should have been present and submit through the Owner's PMIS.
- B. Include a brief summary, in narrative form, of the progress of the Work since the previous conference/meeting and report.
- C. Schedule Updating:
 - 1. Immediately following each conference/meeting, where revisions to the Progress Schedule have been made or recognized, revise the Progress Schedule.
 - 2. Reissue the revised Project Schedule concurrently with the 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, such as an accident, injury, or criminal activity occurs at the Project site, the Design-Builder will prepare and submit a special report to the Owner. The special report will list the chain of events, persons participating, the response by the Design-Builder's personnel, an evaluation of the results or effects, and similar pertinent information. The Design-Builder will advise the Owner as soon as possible when such events are known. Time is of the essence.
- B. The Design-Builder will submit special reports directly to the Owner no later than one day following the occurrence. The Design-Builder will also submit a copy of the special reports to other entities that are affected by the occurrence no later than one day following the occurrence.

1.09 COORDINATION DURING CONSTRUCTION

The Design-Builder will:

- A. Coordinate construction operations included in the Contract documents to ensure efficient and orderly installation of each part of the Work and coordinate construction operations that depend on each other for proper installation, connection, and operation.
 - 1. Schedule construction operations in the sequence required to obtain the best results where the installation of one part of the Work depends on the installation of another part of the Work.
 - 2. Coordinate installation of different components to assure maximum accessibility for required maintenance, service, and repair.
 - 3. Make 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 conferences/meetings.
 - 1. Prepare similar memoranda for the Owner and separate contractors where coordination of their work is required.
 - 2. These should be submitted through the Owner's PMIS.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
 - 1. Preparation of schedules.
 - 2. Preparation of a detailed phasing plan
 - 3. Installation and removal of temporary facilities.
 - 4. Delivery and processing of submittals.
 - 5. Progress meetings.
 - 6. Project closeout activities.
- D. Conservation: Coordinate construction operations to ensure that operations are carried out with consideration given to the conservation of energy, water, and materials and the Owner's Sustainability Master Plan.
 - 1. Salvage materials and equipment involved in the performance of, but not actually incorporated in, the Work.

1.10 GENERAL COORDINATION PROVISIONS

The Design-Builder 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 Design-Builder will:

- A. After the Preconstruction conference, submit a list of the Design-Builder'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 Design-Builder will update the list as required. The list will be entered into the Owner's PMIS. The Design-Builder 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 01045 - CUTTING AND PATCHING

PART 1 - GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Cutting and patching includes cutting into existing construction to provide for installation or performance of other Work, subsequent fitting, and patching required to restore surfaces to original condition.
- B. The Design-Builder will proceed with cutting and patching at the earliest feasible time to complete the Work without delay.
- C. The Design-Builder will execute cutting, fitting, and patching, including excavation and backfill, required to perform Work and to:
 - 1. Make several parts fit together properly.
 - 2. Uncover portions of Work to make provisions for installation of the Work.
 - 3. Remove and replace defective Work.
 - 4. Remove and replace Work not conforming to the requirements of Contract Documents.
 - 5. Remove samples of installed Work as required for testing.
 - 6. Make routine penetrations of non-structural surfaces for installation of piping and electrical conduit.
 - 7. Uncover Work to allow for the Owner's observation of covered Work, which has been covered prior to the required observation of the Owner.
- D. Cutting and patching performed during manufacture of products or during initial fabrication, erection, or installation processes is not considered to be cutting and patching. Drilling of holes to install fasteners and similar operations is also not considered to be cutting and patching.
- E. Refer to other sections of Specifications for specified cutting and patching requirements and limitations applicable to individual units of Work. Do not cut and patch Work without the Owner's written acceptance of procedures.
- F. The Design-Builder will for new Work, retain the original installer or fabricator or another recognized, experienced, and specialized firm to perform cutting and patching.

1.02 BUILDING MODIFICATIONS

- A. Modifications to the structure, the building systems, and other mechanical and electrical parts will be provided as indicated and as necessary to accomplish the Work of these

Contract Documents.

- B. Modifications will include the removal of existing structure or parts as applicable, relocation of materials and/or parts, termination and relocation of utilities, cutting, patching, cleaning, adjusting, and refinishing, and all incidental Work related to these tasks.
- C. It is the Owner's intent to maintain daily occupancy functions during the progress of this Work. The Design-Builder will closely coordinate this Work to minimize inconvenience thereto.
- D. No utilities will be interrupted without first notifying the Owner and obtaining concurrence with the interruption. Refer to Section 01545 – UTILITIES for requirements.

1.03 SUBMITTALS

- A. Procedural Proposal for Cutting and Patching:
 - 1. Where prior approval of cutting and patching is required, the Design-Builder will submit proposed procedures for Work well in advance of the time Work will be performed.
 - 2. The Design-Builder will include the following information, as applicable, in submittal:
 - a. Nature of Work and how it is to be performed, indicating why cutting and patching cannot be avoided. Describe the extent of the cutting and patching required and how it is to be performed.
 - b. Anticipated results of Work in terms of change to existing conditions including structural, operational, and visual changes, as well as other significant elements.
 - c. List products to be used and firms that will perform Work.
 - d. Dates when cutting and patching are to be performed.
 - e. List utilities that will be disturbed or otherwise be affected by Work, including utilities that will be relocated and utilities that will be out-of-service temporarily.
 - f. Indicate how long utility service will be disrupted.
 - g. After utility relocation, remove the old non-functioning utility, or abandon it as approved by the Owner in writing.
- B. Where cutting and patching of structural Work involves the addition of reinforcement, the Design-Builder will submit details and engineering calculations to show how reinforcement is integrated with the original structure to satisfy requirements.

- C. Review of the procedural proposal by the Owner does not waive the Owner's right to later require complete removal and replacement of Work found to be cut and patched in an unsatisfactory manner.
- D. The Design-Builder will not cut or patch structural elements in a manner that would impact their load-carrying capacity or load-deflection ratio.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. The Design-Builder will use materials for cutting and patching that are identical to existing materials. If identical materials are not available, or cannot be used, use materials that match existing adjacent surfaces to the fullest extent possible with regard to visual effect.
- B. The Design-Builder will use materials for cutting and patching that will result in equal or better performance characteristics.
- C. The Design-Builder will comply with specifications and standards for each specific product involved.
- D. Should conditions of the Work or schedule indicate a change of products from the original installation, the Design-Builder will submit requirements for substitution with sufficient documentation to substantiate that the proposed substitution is equivalent in terms of performance to the original installation.

PART 3 – EXECUTION

3.01 EXAMINATION

The Design-Builder will:

- A. Before cutting, examine surfaces and conditions under which the Work is to be performed. If unsafe or otherwise unsatisfactory conditions are encountered, take corrective action before proceeding with the Work.
- B. Before the start of cutting the Work, meet at the Worksite with all parties involved in cutting and patching, including but not limited to mechanical and electrical trades. Review areas of potential interference and conflict between various trades. Coordinate the layout of the Work and resolve potential conflict(s) before proceeding with the Work.

3.02 PREPARATION

The Design-Builder will:

- A. Provide adequate temporary support as necessary to assure structural value or integrity of the affected portion of the Work.

- B. Protect other work during cutting and patching to prevent damage. Provide protection from weather conditions for that part of the Project that may be exposed during cutting and patching operations.
- C. Avoid interference with the use of adjoining areas or interruption of free passage to adjoining areas.
- D. Take precautions not to cut existing pipe, conduit, or duct serving building(s) scheduled to be relocated until provisions have been made to bypass them.

3.03 CUTTING

The Design-Builder will:

- A. Cut Work using methods that are least likely to damage the Work to be retained or adjoining the Work.
- B. Use handheld small power tools designed for sawing or grinding, not hammering and chopping. Cut through concrete and masonry using cutting machines to ensure a neat hole or cut. Cut holes and slots neatly to the size required with minimum disturbance of adjacent Work. To avoid marring existing finished surfaces, cut or drill from the exposed or finished side into concealed surfaces. Temporarily cover openings when not in use.
- C. Bypass utility services such as pipe and conduit before cutting. Cut-off conduit and pipe in walls or partitions to be removed. After bypassing and cutting, cap, valve, or plug and seal tight the remaining portion of pipe and conduit to prevent entrance of moisture or other foreign matter.
- D. Not cut and patch operational elements or safety-related components in a manner that would result in a reduction of capacity to perform in the manner intended, including energy performance, or that would result in increased maintenance, decreased operational life, or decreased safety.
- E. Not cut and patch the Work exposed on the exterior or in occupied spaces, in a manner that would result in lessening aesthetic qualities. Do not cut and patch Work in a manner that would result in substantial visual evidence of cut and patch Work. Remove and replace Work judged by the Owner to be cut or patched in a visually unsatisfactory manner.
- F. Where structural members and/or other construction elements penetrate smoke and fire-rated assemblies and sound barriers, including walls around and floor below mechanical equipment rooms, provide acoustical fire-rated sealant between such Work and barrier to maintain acoustical attenuation, as well as smoke and fire integrity of the barrier.

3.04 PATCHING

The Design-Builder will:

- A. Patch with seams which are durable and as invisible as possible. Comply with specified tolerances for the Work.
- B. Where feasible, inspect and test patched areas to demonstrate the integrity of the Work.
- C. Restore exposed finishes of patched areas and where necessary extend finished restoration into retained adjoining the Work in a manner which will eliminate evidence of patching and refinishing.
- D. Install new products to complete the Work in accordance with the requirements of Contract Documents.
- E. Where removal of walls or partitions extends one finished area into another finished area, patch and repair floor and wall surfaces in new space to provide an even surface or uniform color appearance. If necessary to achieve uniform color and appearance, remove existing floor and wall coverings and replace them with new materials.
- F. Where the patch occurs in a smooth painted surface, extend the final paint coat over the entire unbroken surface containing the patch after the patched area has received the prime and base coat.
- G. For asphalt patching, extend the repair limits at the sole discretion of the Owner.

3.05 ADJUSTING

The Design-Builder will:

- A. Restore damaged pipe covering to original conditions.
- B. Remove and replace the Work cut and patched in a visually unsatisfactory manner.

3.06 CLEANING

The Design-Builder will:

Thoroughly clean areas and spaces where the Work is performed or used as access to the Work. Remove paint, mortar, oils, putty, and items of similar nature. Thoroughly clean piping, conduit, and similar features before painting or other finish is applied.

END OF SECTION

SECTION 01050 - FIELD ENGINEERING

PART 1 - GENERAL

1.01 REQUIREMENTS INCLUDED

- A. The Owner shall furnish horizontal and vertical monuments only, which may be outside the limits of the Project site. The establishment of Survey Control and/or re-establishment of survey control shall be by a State Licensed Land Surveyor. The Design-Builder will preserve all horizontal and vertical control points furnished by the Owner. If the Design-Builder or its employees cause the destruction or damage of any horizontal and vertical control, the Design-Builder will restore the damaged horizontal or vertical control at no cost to the Owner.

As applicable, prior to the start of construction, the Design-Builder will check all control points for horizontal and vertical accuracy and certify in writing to the Owner that the Design-Builder concurs with the survey control established for the Project. All lines, grades, and measurements from control points necessary for the proper execution and control of the Work on this Project will be provided to the Owner. The Design-Builder is responsible for establishing all layouts required for the construction of the Project.

Copies of survey notes will be provided to the Owner for each area of construction and for each placement of material as specified to allow the Owner to make periodic checks for conformance with plan grades, alignments, and grade tolerances required by the applicable material specifications. Surveys will be provided to the Owner prior to commencing Work items that cover or disturb the survey staking. Survey(s) and notes shall be provided in the following format(s): PDF and AutoCAD via the Owner's PMIS as a submittal.

Laser, GPS, string line, or other automatic control shall be checked with temporary control as necessary. In the case of error, on the part of the Design-Builder, its surveyor, employees, or subcontractors, resulting in established grades, alignment, or grade tolerances that do not concur with those specified or shown on the plans, the Design-Builder is solely responsible for correction, removal, replacement and all associated costs at no additional cost to the Owner.

- B. The Design-Builder will:
1. Furnish all lines, grades, control points, 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 Design-Builder is responsible for maintaining 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 the Work of marked lines and levels provided for use in layout of the Work.

1.02 SURVEY

A. Surveyor:

The Design-Builder will retain a competent Professional Engineer or Land Surveyor, experienced and specialized in land survey work, registered 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 the actual location of the constructed facilities in relation to property lines, building lines, easements, and other restrictive boundaries.

B. Procedures:

The Design-Builder will:

1. Verify layout information indicated in relation to the property survey and existing benchmarks before proceeding with the layout of actual Work.
2. As the Work proceeds, check major elements for line, levels, and plumb.
3. Maintain an accurate surveyor's log or a record book of such checks, available for the Owner's reference at reasonable times.
4. Record deviations from required lines and levels.
5. Advise the 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 Design-Builder will:

- A. Maintain a complete accurate log of control and survey Work as it progresses, updated monthly and submitted to the Owner through the Owner's PMIS.
- B. Upon completion of foundation walls and major Project site improvements, prepare a certified survey showing dimensions, locations, angles, and elevations of construction.

- C. Final Survey:
1. Immediately before the time of Substantial Completion, prepare a final survey showing significant features resulting from the construction of the Project.
 2. Includes a survey certification, signed by the surveyor, stating that the principal lines and levels of the Project are accurately positioned as shown on the survey.
- D. Survey Copies:
- Furnish an electronic copy of the final survey.
- E. Records of Actual Work:
- Furnish electronic copy for inclusion in Project Record Documents as specified in Section 01700 - PROJECT CLOSEOUT.

1.04 UNDERGROUND OBSTRUCTIONS

- A. The Design-Builder acknowledges that pipelines, existing underground installation, and underground structures in the vicinity of the Worksite are shown on the drawings according to the best information available.
- B. The Design-Builder will verify the location of underground pipelines, conduits, and structures by contacting owners of underground utilities and by prospecting in advance of excavation.
- C. The Design-Builder will secure written permission from the proper authority before initiating new construction over existing utilities. The Design-Builder will submit a copy of the original written permission before commencing Work. Furnish a release from the proper authority before the Final Acceptance of Work.
- D. The Design-Builder will repair cuts to existing utilities made during the construction process as part of the Work to the satisfaction of the 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 Laws, 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. The term Law(s) means laws, statutes, lawful orders, 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 (Florida Green Book), Manual on Uniform Traffic Control Devices and requirements, FAA Advisory Circulars, TSA Security Directives, local ordinances, zoning and permitting requirements, public notice requirements, and other similar requirements, as well as those rules, codes, conventions, and agreements within the construction industry which effectively control the performance of the Work, and the Owner's Rules and Regulations, Policies, Standard Procedures and Operating Directives, regardless of whether they are lawfully imposed or followed by a governing authority or not.
3. Codes, standards, and requirements of the Owner are identified within the Contract Documents. The Design-Builder shall examine, determine, and identify other codes, standards, and requirements that may be applicable to the Design-Builder's Work, such that the intent of the Contract is fully realized.

B. Governing Regulations:

Refer to this Part 2 Contract 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 the Contract Documents are defined in this section. Definitions and explanations 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. ACCESS ROAD. The right-of-way, the roadway, and all improvements constructed thereon connecting the airport to a public highway.
 2. ADVERTISEMENT. A public announcement inviting bids for Work to be performed and materials to be furnished. Also referred to as "Invitation to Bid" or "Notice to Consultants or Design Build Firms."
 3. AIR OPERATIONS AREA (AOA). For the purpose of these Specifications, the term AOA will mean any area of the airport used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft. An AOA will include 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.
 4. AIRPORT. Airport means Tampa International Airport.
 5. AIRPORT IMPROVEMENT PROGRAM (AIP). The AIP is a grant-in-aid program, administrated by the Federal Aviation Administration.
 6. APPROVE. Where used in conjunction with the Owner's response to submittals, requests, applications, inquiries, reports, and claims by the Contractor, the meaning of the term "approved" will be held solely to limitations of the Owner's responsibilities and duties as specified in the Contract Documents. In no case will "approved" or any other form of approval by the Owner be interpreted as a release of the Design-Builder from responsibilities to fulfill requirements of the Contract Documents.
 7. APPROVED AS NOTED: See Note Markings.
 - 7.5. APM: Automated People Mover. A guided transit mode with fully automated operation, featuring vehicles that operate on guideways with exclusive right-of-way.
 8. APM SYSTEM: The vehicles, running surfaces or track, switches, other guideway equipment, active graphics, any platform barrier doors, power distribution, central control and ATC, communications, maintenance equipment, and all other equipment, which when integrated results in the operation of the trains in conformance with the Contract requirements.
 9. AWARD. The acceptance by the Owner of the successful Bidder's Bid.
 10. 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.

11. BID BOND. The security furnished with a Bid to guaranty that the Bidder will enter into a Contract if the Bidder's Bid is accepted by the Owner.
12. BIDDER. Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a Bid for the Work contemplated.
13. 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.
14. DAY. As used in the Contract Documents will mean calendar day unless otherwise specifically defined.
15. CONSTRUCTION SCHEDULE. The Design-Builder-prepared schedule as adjusted from time to time in accordance with the Contract Documents showing planned and actual progress by items of the Work.
16. CONTRACT DOCUMENTS. The Contract Documents consist of the executed Contract between the Owner and the Design-Builder, the Design-Builder's GMP Proposal as accepted by the Owner, Bonds, Insurance Requirements, other applicable attachments, the Division 1 Specifications, Drawings, E-Verify Certification, other documents listed in the Part 2 Contract, and any Contract Modifications issued after execution of the Contract.
17. DIRECTED, REQUESTED, ETC. Where not otherwise explained, terms such as "directed", "requested", "authorized", "selected", "accepted", and "permitted" mean "directed by the Design-Builder's licensed design professional", "requested by the Owner or the Design-Builder's licensed design professional", and similar phrases. However, no such implied meaning will be interpreted to extend the Owner's or the Design-Builder's licensed design professional's responsibility into the Design-Builder's area of the Design-Builder, including but not limited to construction supervision.
18. DRAINAGE SYSTEM. The system of pipes, ditches, ponds, or structures by which waste, surface, or subsurface waters are collected and conducted from the airport area.
19. DRAWINGS. The official Drawings or exact reproductions which show the location, character, dimensions, and details of the airport and the Work to be done.
20. 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.

21. 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 the requirements of the authority having jurisdiction.
22. 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.
23. FAA (Federal Aviation Administration). When used to designate a person, FAA will mean the Administrator or its duly authorized representative.
24. 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 "FAA Construction Contract Clauses, Airport Improvement Program," or other applicable documents, and which will be incorporated herein if federal grant funds are utilized.
25. 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.
26. FHWA (Federal Highway Administration). When used to designate a person, FHWA will mean the Administrator or its duly authorized representative.
27. FURNISH. Except as otherwise defined in greater detail, the term "furnish" is used to mean supply and delivery to the Project site, ready for unloading, unpacking, assembly, installation, etc., as applicable in each instance for incorporation and installation into the Work.
28. 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.
29. 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 Design-Builder.

30. **INSTALL.** Except as otherwise defined in greater detail, the term "install" is used to describe operations at the Worksite 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.
31. **INSTALLER.** The term "installer" is the entity (person or firm) engaged by the Design-Builder, its Subcontractor, or Sub-subcontractor for the 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 experts in the operations they are engaged to perform.
32. **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-Builder's licensed 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-Builder's licensed 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.
33. **LABORATORY.** The official testing laboratories of the Design-Builder or Owner or such other laboratories as may be designated by the Owner.
34. **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.
35. **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.
36. **MATERIALS.** Any substance to be used in the Work.
37. **MODIFICATION:** A Modification is a written amendment to this Contract signed by both parties, a Supplemental Contract to this Contract signed by both parties, a Change Order in accordance with the terms of the Part 2 Contract, a work order issued by the Owner in accordance with the terms of the Part 2 Contract, or a minor change in the Work in accordance with the terms of the Part 2 Contract.

38. NO EXCEPTIONS TAKEN. The term "No Exceptions Taken" where used in conjunction with the Design-Builder's licensed design professional's action on the Design-Builder's submittals, applications, and requests, is limited to the Design-Builder's licensed design professional's duties and responsibilities as stated in this Part 2 Contract as modified.
- a. Refer to Section 01340 - SHOP DRAWINGS, PRODUCT DATA AND SAMPLES for more specific information.
40. NOTE MARKINGS. Where used in conjunction with the Owner's response to submittals, requests, applications, inquires, reports, and claims by the Design-Builder, "Approved as Noted" 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 the Design-Builder's submitted item does not constitute approval of the design. Approval does not permit any deviation from the Design-Builder's contract requirements and does not relieve the Design-Builder of the responsibility for errors or deficiencies in design, dimension, or details, or for coordinating installation and/or construction with actual conditions at the Project site.
41. NOTICE TO PROCEED (NTP). A written notice to the Design-Builder to begin the actual Contract Work. If applicable, the NTP will state the date on which the Contract Time begins.
42. OWNER (SPONSOR). The term Owner or Sponsor will mean the party of the first part of 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" or "Authority" in these Contract Documents. For AIP Contracts, the term Sponsor will have the same meaning as the term Owner.
43. PAVEMENT. The combined surface course, base course, and sub-base course, if any, are considered as a single unit.
44. PAYMENT BOND. The approved form of security furnished by the Design-Builder and the Design-Builder's surety as a guaranty that the Design-Builder will pay in full all bills and accounts for material and labor used in the construction of the Work under the contract.
45. PERFORMANCE BOND. The approved form of security furnished by the Design-Builder and the Design-Builder's surety as a guaranty that the Design-Builder will complete the Work in accordance with the terms of the Contract and will complete the guarantee of the Work specified therein.
46. PROJECT. The Work defined in the Contract Documents.
47. PROJECT MANAGEMENT INFORMATION SYSTEM (PMIS). A PMIS is a software

program or application that organizes and controls the flow of project data and information as specified by the Owner.

- 47.5 PROJECT SITE. The term "Project Site" is defined as the space available to the Design-Builder 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 to the description of the land upon which the Project is to be built but it is within or near the Airport.
48. 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.
49. RETENTION. Retention (or Retainage) is the amount of compensation for Work accomplished by the Design-Builder which is retained by the Owner to be paid to the Design-Builder as specified herein.
50. REVISE AND RESUBMIT. Where used in conjunction with the Design-Builder's licensed design professional's response to submittals, requests, applications, inquires, reports, and claims by the Design-Builder, 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.
- 50.5 RUNWAY. The area on the airport prepared for the landing and takeoff of aircraft.
51. SHOP DRAWINGS. All drawings, diagrams, illustrations, brochures, schedules, and other data which are prepared by the Design-Builder, a subcontractor, manufacturer, supplier, or distributor and which illustrate the equipment, material, or some portion of the Work.
52. SHUTTLE. A guided transit mode with fully automated operation, featuring vehicles that operate on guideways between the Main Terminal and Airsides
53. 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.
54. SPONSOR. See "Owner".
55. 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.

56. SUBGRADE. The soil which forms the pavement foundation.
57. SUPERINTENDENT. The Design-Builder'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.
58. SUPPLEMENTAL CONTRACT. A written agreement between the Design-Builder 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.
59. SURETY. The corporation, partnership, or individual, other than the Design-Builder, executing Payment and Performance Bonds which are furnished to the Owner by the Design-Builder.
60. TAXIWAY. The portion of the AOA of an airport that has been designated by the airport authority for the movement of aircraft to and from the airport's runways or aircraft parking areas.
61. 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.
62. TRADES. The 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 the requirements specified apply exclusively to tradespersons of the corresponding generic name.
63. UNIT PRICE. Cost per unit of Work.
64. WORK. The construction and services required by the Contract Documents, whether completed or partially completed, include all other labor, materials, equipment, and services provided or to be provided by the Design-Builder to fulfill the Design-Builder's obligations. The Work may constitute the whole or a part of the Project.

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. This 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 Design-Builder. At certain locations in the text, for clarity, contrasting subjective language is used to describe responsibilities which must be fulfilled indirectly by the Design-Builder 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. The Design-Builder 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 the standard in effect as of the 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 Design-Builder 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 Design-Builder 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 Design-Builder 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. The Design-Builder will 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 of Civil Engineers.....	ASCE
American Society of Mechanical Engineers.....	ASME
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
Federal Specifications.....	FED. 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
Occupational Safety and Health Administration.....	OSHA
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 more stringent will be bid upon and furnished. Where under such standards options occur, the Design-Builder's licensed design professional 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, the Design-Builder 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 Design-Builder 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.)
29. Transportation Security Administration (TSA).

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

1.06 ABBREVIATED SPECIFICATIONS

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

The Design-Builder shall control its operations and those of its subcontractors and all suppliers, to ensure the least inconvenience to the traveling public. Under all circumstances, safety shall be the most important consideration.

1.01 AIRPORT OPERATIONS

Airport operations will be maintained throughout this Contract. The Design-Builder 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. The Design-Builder will be required to procure all permits, licenses, fees, duties, and taxes and arrange for all inspections and similar procedural items as required by the authorities having jurisdiction at no additional cost to the Owner. The Design-Builder will be required to procure all HCAA badging at no additional cost to the Owner. The cost for lost badges will be at no cost to the Owner.
- B. The Design-Builder will procure all necessary and required permits and licenses, including batch plant permit(s), pay all charges, fees, and taxes at no additional cost to the Owner, 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 Time for the foregoing will be granted. The Design-Builder's claim that insufficient Contract Time was specified will not be a valid reason for an 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), failure to pay all charges, fees, and taxes, or failure to give all notices in a timely manner.

1.03 VERIFICATION OF EXISTING CONDITIONS

Prior to submitting a Guaranteed Maximum Price Proposal and commencing with construction, the Design-Builder will familiarize itself with the existing conditions of the Project and requirements of the Contract Documents. Should the Design-Builder discover any inaccuracies, errors, or omissions between the actual existing conditions and the Contract Documents, the Design-Builder will, within 7 calendar days of discovery, notify the Owner in writing, otherwise the Design-Builder will be deemed to have waived any claim arising therefrom. Submission of the Guaranteed Maximum Price Proposal by the Design-Builder will be held as an acceptance of the existing conditions and the requirements of the Contract Documents by the Design-Builder.

1.04 MAINTENANCE OF TRAFFIC

- A. It is the explicit intention of the Contract that the safety of aircraft, the public, and other personnel, as well as the Design-Builder's equipment and personnel, is the most important consideration. The Design-Builder shall maintain traffic in the manner detailed

in the Construction Safety and Phasing Plan (CSPP). The Design-Builder will maintain the free and unobstructed movement of aircraft and vehicular traffic in the air operations areas (AOA) of the Airport, including approach and departure surfaces, with respect to the Design-Builder's own operations and the operations of all the Design-Builder's Subcontractors, as follows:

1. The Design-Builder shall control its operations and the operations of its Subcontractors and all suppliers to provide for the free and unobstructed movement of aircraft in the AOA of the Airport.
2. When the Work requires the Design-Builder to conduct its operations within an AOA of the airport, the work shall be coordinated with airport operations (through the Owner) at least 72 hours prior to the commencement of such Work. The Design-Builder shall not close an AOA until so authorized by the Owner and until the necessary temporary marking, signage, and associated lighting is in place as provided in the CSPP.

When the Contract Work requires the Design-Builder to work within an AOA of the Airport on an intermittent basis (intermittent opening and closing of the AOA), the Design-Builder shall maintain constant communications as specified; immediately obey all instructions to vacate the AOA; and immediately obey all instructions to resume work in such AOA. Failure to maintain the specified communications or to obey instructions shall be cause for suspension of the Design-Builder's operations in the AOA until satisfactory conditions are provided. Some areas of the AOA cannot be closed to operating aircraft to permit the Design-Builder's operations on a continuous basis and will therefore be closed to aircraft operations intermittently.

1. The Design-Builder shall be required to conform to safety standards contained in the latest edition of AC 150/5370-2, Operational Safety on Airports During Construction, and the approved CSPP.
2. All Design-Builder's operations shall be conducted in accordance with the approved project CSPP and the Safety Plan Compliance Document (SPCD) and the provisions set forth within the latest edition of AC 150/5370-2, Operational Safety on Airports During Construction. The CSPP conveys minimum requirements for operational safety on the airport during construction activities. The Design-Builder shall prepare and submit an SPCD that details how it proposes to comply with the requirements presented within the CSPP.
3. The Design-Builder shall implement all necessary safety plan measures prior to the commencement of any work activity. The Design-Builder shall conduct routine checks to ensure compliance with the safety plan measures.
4. The Design-Builder is responsible to the Owner for the conduct of all subcontractors it employs on the project. The Design-Builder shall ensure that all subcontractors are made aware of the requirements of the CSPP and SPCD and that they implement and maintain all necessary measures.
5. No deviation or modifications may be made to the approved CSPP and SPCD unless

approved in writing by the Owner. The necessary coordination actions to review the Design-Builder's proposed modifications to an approved CSPP or approved SPCD can require a significant amount of time.

It is further understood and agreed that the Design-Builder will provide for the uninterrupted operation of visual and electronic signals (including power supplies thereto) used in the guidance of aircraft and vehicular traffic while operating to, from, and upon the airport.

The Design-Builder shall cooperate with the owner of any public or private utility service, FAA or NOAA, or a utility service of another government agency that may be authorized by the Owner to construct, reconstruct or maintain such utility services or facilities during the progress of the work. In addition, the Design-Builder shall control its operations to prevent the unscheduled interruption of such utility services and facilities.

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, facilities, or structures that may exist or be encountered in the Work. Any inaccuracy or omission in such information shall not relieve the Design-Builder of the responsibility to protect such existing features from damage or unscheduled interruption of service, coordinate applicable tie-ins, and confirm existing condition(s).

It is further understood and agreed that the Design-Builder shall, upon execution of the Contract, notify the Owners of all utility services or other facilities of its plan of operations. Such notification shall be in writing addressed to "The Person to Contact" as provided in this paragraph and subsection 1.02, *Section 01545 - UTILITIES*. A copy of each notification shall be given to the Owner.

In addition to the general written notification provided, it shall be the responsibility of the Design-Builder to keep such individual Owners advised of changes in its plan of operations that would affect such Owners.

Prior to beginning the work in the general vicinity of an existing utility service or facility, the Design-Builder shall again notify each such Owner of its plan of operation. If, in the Design-Builder's opinion, the Owner's assistance is needed to locate the utility service or facility or the presence of a representative of the Owner is desirable to observe the work, such advice should be included in the notification. Such notification shall be given by the most expeditious means to reach the utility owner's "Person to Contact" no later than two normal business days prior to the Design-Builder's commencement of operations in such general vicinity. The Design-Builder shall furnish a copy of the notification to the Owner.

The Design-Builder's failure to give the two days' notice may be cause for the Owner to suspend the Design-Builder's operations in the general vicinity of a utility service or facility.

Where the outside limits of an underground utility service have been located and staked on the ground, the Design-Builder shall be required to use hand excavation methods or

other methods approved by the Owner in writing within 3 feet (1 m) of such outside limits at such points as may be required to ensure protection from damage due to the Design-Builder's operations.

Should the Design-Builder damage or interrupt the operation of a utility service or facility by accident or otherwise, the Design-Builder shall immediately notify the proper authority and the Owner, and shall take all reasonable measures to prevent further damage or interruption of service. The Design-Builder, in such events, shall cooperate with the utility service or facility owner and the Owner continuously until such damage has been repaired and service restored to the satisfaction of the utility, facility owner, and the Owner.

The Design-Builder shall bear all costs of damage and restoration of service to any utility service or facility due to its operations whether due to negligence or accident at no additional cost to the Owner. The Owner reserves the right to deduct such costs from any monies due or which may become due to the Design-Builder, or its own surety.

The Design-Builder 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 Design-Builder, during the execution of the project work, shall comply with the following:

1. The Design-Builder shall 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 Design-Builder shall provide notice to the FAA Air Traffic Organization (ATO)/Technical Operations/System Support Center (SSC) Point-of-Contact through the Owner a minimum of seven (7) calendar 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 execution of the project work requires a facility outage, the Design-Builder shall contact the Owner and the FAA Point-of-Contact a minimum of seven (7) calendar days prior to the time of the required outage.
4. Any damage to FAA cables, access roads, or FAA facilities during construction caused by the Design-Builder's equipment or personnel whether by negligence or accident will require the Design-Builder to repair or replace the damaged cables, access road, or FAA facilities to FAA requirements. The Design-Builder shall not bear the cost of repairing damage to underground facilities or utilities improperly located by the FAA.
5. If the Project Work requires the cutting or splicing of FAA-owned cables, the FAA Point-of-Contact shall be contacted a minimum of thirty (30) calendar days prior to the time the cable work commences. The FAA reserves the right to have an FAA 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 specifications and require approval by the FAA Point-of-Contact as a condition of acceptance by the Owner. The Design-Builder is hereby advised that FAA restricts

the location of where splices may be installed. If a cable splice is required in a location that is not permitted by FAA, the Design-Builder shall furnish and install a sufficient length of new cable that eliminates the need for any splice.

- B. The cost of maintaining the aircraft and vehicular traffic will be borne by the Design-Builder as part of its Work and is included at no additional cost to the Owner.
- C. The Design-Builder 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 Design-Builder to protect employees, the public, and the Work.
- D. It is necessary for the Design-Builder 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 Design-Builder will complete such portions of the Work on or before the date specified or as otherwise specified.
- E. If the Design-Builder, with the concurrence of the Owner, elects to complete one increment of Work prior to completion of the whole Work, the Owner may accept the Work for beneficial occupancy. Upon completion of any portion of the Work listed above, such portion will be accepted by the Owner in accordance with this Part 2 Contract as modified.
- F. No portion of the Work may be opened by the Design-Builder for use until ordered by the Owner in writing. Should it become necessary to open a portion of the Work to 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 Design-Builder at no additional cost to the Owner.
- G. The Design-Builder 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 Design-Builder will arrange the Work so as to avoid disruption of normal traffic patterns. The Design-Builder will provide, erect, and maintain effective barricades, danger signals, signs, and equipment to provide protection of the Work and the safety of vehicles, the public, and other personnel, as well as the Design-Builder's equipment and personnel throughout the area in accordance with the "FDOT Roadway and Traffic Design Standards."

- I. The Design-Builder 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 Design-Builder will first coordinate the availability of TPA Police with the Police Department dispatch office at (813) 870-8760.
1. Beginning Date of the Design-Builder's Responsibility: The Design-Builder's responsibility for maintenance of traffic will begin on the day the Design-Builder 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 approved by the Owner, the Design-Builder will close no more than one lane on each roadway and ramp. Unless otherwise approved by the Owner, 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 the maintenance of traffic. All closures on any traffic lanes will be coordinated with the Owner a minimum of seven (7) 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 vehicles, the public, and other personnel, as well as the Design-Builder's equipment and personnel throughout the area.
- J. The Design-Builder will be responsible for performing daily inspections, including weekends and holidays with some inspections at night, 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: The Design-Builder 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. The Design-Builder, however, will not obstruct nor create a hazard to any traffic during the prosecution of the Work and will be responsible for the repair of all damage to existing pavement or facilities caused by its operations.
- L. Traffic Plan: If applicable, the Design-Builder will present its Maintenance of Traffic Plan at the Pre-construction Conference/meeting. The 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 Design-Builder's activities. In no case may the Design-Builder begin Work until the Maintenance of Traffic Plan has been reviewed and acknowledged by the Owner. Modifications to the Maintenance of Traffic Plan that may become necessary will also be accepted in writing. Except in an emergency, no changes to the accepted Maintenance of Traffic Plan will be allowed until the change has been approved by the Designer.

- 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 Design-Builder's employees will utilize the designated Design-Builder 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 is exclusively the Design-Builder's. The required traffic control devices, warning devices and barriers will be erected by the Design-Builder prior to creation of any hazardous condition and in conjunction with any necessary re-routing of traffic. The Design-Builder will immediately remove, turn, or cover any devices or barriers which do not apply to existing conditions.
 - 1. The Design-Builder will make the Owner aware of any scheduled operation which will affect patterns or safety sufficiently in advance of commencing such operation to permit the Owner's review of the plan for installation of traffic control devices or barriers proposed by the Design-Builder.
 - 2. The Design-Builder 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 Design-Builder.
 - 1. When the Work requires closing an AOA of the airport or portion of such area,

the Design-Builder 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 Design-Builder 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.
- R. Flagger: The Design-Builder will provide competent flagger(s) 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. The Design-Builder's Signing: The Design-Builder may furnish and install construction traffic directional signs along the existing traffic route. The signs will depict the Design-Builder's logo and 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 BRANDED SIGNS ARE PERMITTED ON OWNER PROPERTY. There will be no writing or signing on printed screen fences unless directed by the Owner.
- T. Material Deliveries: The Design-Builder will make its own material and equipment deliveries. No deliveries will be made by vendors or suppliers without coordination by a representative of the Design-Builder. Delivery times are subject to change per the Owner's request/approval.
1. Deliveries to the Baggage Claim Drive, if required, will be made between the hours of 1:00 a.m. and 8:00 a.m. and prescheduled with the Owner.
 2. Deliveries to the Ticket Level Drive, if required, will be made between the hours of 8:00 p.m. and 4:00 a.m. and prescheduled with the Owner.
 3. Deliveries of materials and equipment within public areas of the Main Terminal Building or Long Term Parking Garage will be made only between the hours of 9:00 p.m. and 4:00 a.m.
 4. Deliveries of materials and equipment within public areas of the Airsides will be made only between the hours of 10:00 p.m. and 6:00 a.m.
 5. All trash is to be sealed and tied down in such a manner that it will not dirty the floor. The removal, in dustproof sealed containers, of debris will be scheduled the same as deliveries. Specific requirements will be covered at the Preconstruction Conference.

- U. Elevator Use: Existing passenger elevators and escalators will not be used. However, the existing "Service Elevator" may be used if requested and properly protected.
- V. All dollies, floats, or other conveyances used for debris removal will be rubber-tired, box-type, and lined with plastic barriers to prevent debris from 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 in writing.
- W. Notification: On days when construction traffic is expected to be extra heavy or when oversized pieces of equipment are to be delivered, the Design-Builder will provide the Owner a minimum of 72-hour notice prior to the event.
- X. Interference Request:
 - 1. The Design-Builder 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 functions 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 flagger(s) where required.
 - 3. Such notification will be made as soon as possible, to allow the coordination with all affected parties, but in no case less than three (3) business days prior to the interference.
 - 4. The Design-Builder should utilize a standard Service Interruption Request (SIR) form addressed to the Owner with a description of the interference, the exact area affected, a map of the location, and the exact times and dates the interference will take place. These SIR forms will be submitted in electronic format through the PMIS.
 - 5. Upon receipt of the SIR the Owner will generate a Maintenance/Construction Notification (MCN). No interference will be allowed until the Design-Builder has received back a copy of the approved MCN 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 Design-Builder's parking lot to the job site, existing walkways and crossings will be used. The Design-Builder will not use vehicle traffic lanes as walkways.
 - 3. Elevators/Escalators: Existing passenger elevators and escalators will not be used at any time for the transporting of construction personnel or construction

materials without the Owner's approval in writing. The entry to all elevators will not be blocked at any time.

4. Use of Public Areas: The Design-Builder's workers will not utilize public areas for taking their "work breaks" or "lunch breaks" without the Owner's approval in writing. Areas for this purpose can be designated by the Owner upon request. No public toilets will be used by any workers at any time without the Owner's approval in writing.
5. Use of Restaurants: The Design-Builder's workers may use restaurants, lounges, or other concession areas within the Airport unless otherwise directed by the Owner.

Z. Character of Workers:

1. The Design-Builder 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 Design-Builder shall supply copies of all certification or training certificates.
3. The failure to provide adequate labor and equipment may be considered a cause for terminating the Contract.
4. Any person employed by the Design-Builder 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 immediately by the Design-Builder 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 Design-Builder 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 the Project Site(s) at any time.

AA. Miscellaneous

1. With respect to its own operations and the operations of all its Subcontractors, the Design-Builder shall provide marking, lighting, and other acceptable means of identifying personnel, equipment, vehicles, storage areas, and any work area or condition that may be hazardous to the operation of aircraft, fire-rescue

equipment, or maintenance vehicles at the Airport in accordance with the CSPP and the SPCD.

2. When the Contract requires the maintenance of an existing road, street, or highway during the Design-Builder's performance of work that is otherwise provided for in the Contract Documents, the Design-Builder shall keep the road, street, or highway open to all traffic and shall provide maintenance as may be required to accommodate traffic. The Design-Builder, at its expense, shall be responsible for the repair to equal or better than pre-construction conditions of any damage caused by the Design-Builder's equipment and personnel. The Design-Builder shall furnish, erect, and maintain barricades, warning signs, flagger(s), and other traffic control devices in reasonable conformity with the FHWA Manual on Uniform Traffic Control Devices (MUTCD), unless otherwise specified. The Design-Builder shall also construct and maintain in a safe condition any temporary connections necessary for ingress to and egress from abutting property or intersecting roads, streets, or highways.
3. The Design-Builder must conform to safety standards contained in the latest edition of AC 150/5370-2 and the approved CSPP. The Design-Builder shall refer to the Contract Documents and the approved CSPP to identify barricade requirements, temporary and/or permanent markings, airfield lighting, guidance signs, and other safety requirements prior to opening up sections of Work to traffic.

1.05 METHODS AND EQUIPMENT

- A. All equipment that is proposed to be used on the Work shall be of sufficient size and in such mechanical condition as to meet the requirements of the Work and to produce Work of a satisfactory quality. Equipment used on any portion of the Work shall not cause damage to previously completed work, adjacent property, or existing Airport facilities due to its use.
- B. When the methods and equipment to be used by the Design-Builder in accomplishing the Work are not prescribed in the Contract Documents, the Design-Builder 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 Documents specify the use of certain methods and equipment, such methods and equipment shall be used unless otherwise authorized by the Owner. If the Design-Builder desires to use a method or type of equipment other than specified in the Contract, the Design-Builder may request approval from the Owner to do so. The request shall be in writing in advance and shall include a full description of the methods and equipment proposed and of the reasons for desiring to make the change. If approval is given, it will be on the condition that the Design-Builder will be fully responsible for producing work in conformity with Contract Document requirements. If, after trial use of the substituted methods or equipment, the Owner determines that the work produced does not meet Contract Document requirements, the Design-Builder shall discontinue the use of the substitute method or equipment and shall complete the remaining work with the specified methods and equipment. The Design-Builder shall 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 on the basis of payment for the Contract items involved nor in Contract time as a result of authorizing a change in methods or equipment under this paragraph.

- D. The Design-Builder 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 on the 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 Construction Schedule requirements specified in Section 01315 - SCHEDULES, PHASING. In addition, the following limitations apply:

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

- a. All Work in areas above and including suspended ceilings which are above areas open for access by the public, tenant, and non-construction personnel will be restricted to times when these areas are unoccupied, which may be 12:00 p.m. midnight to 8:00 a.m., subject to prior approval in writing by the Owner.
- b. All Work in areas above entrance roadways to the parking garages may be restricted to periods between 10:00 p.m. and 5:00 a.m., subject to prior approval in writing by the Owner.
- c. All Work in areas above roadways may be restricted to periods between 9:00 p.m. and 5:00 a.m. on the Ticket Level Drive and between 1:00 a.m. and 8:00 a.m. (after the last arriving flight) on the Baggage Claim Level Drive, subject to prior approval in writing by the Owner.
- d. All Work in areas above exit roadways to the parking garage may be restricted to periods between 1:00 a.m. and 8:00 a.m., subject to prior approval in writing by the Owner.
- e. Work involving total isolation of construction workers at a site may proceed at any time (24 hours a day).
- f. One lane of each Shuttle APM leg will be made available by the Authority from midnight to 6:00 a.m. each night. Double lane shutdown will be coordinated on an individual basis.
- g. Disruptive Work may have limited durations and shall be coordinated with the Owner in advance and approvals of such Work must be in writing.

- 2. Holiday blackout periods

- a. FAA Moratorium at Thanksgiving: Saturday in November before Thanksgiving through 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 [e.g. dust, odor, 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 Design-Builder during middle-of-the-night hours or as directed by the Owner. When directed by the Owner to cease Disruptive Work, the Design-Builder will immediately suspend and discontinue the Disruptive Work. Work will not be resumed until directed by the Owner. The Design-Builder's claim for an 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 Design-Builder 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 Design-Builder 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, hazard, or in any way hinders the Work or the Airport's operations. If the Design-Builder 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 the Design-Builder's payment.

1.08 CLEANING AND PROTECTION

The Design-Builder will comply with the following:

- 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 the 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 subject 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. (Including, but not limited to, excessive sunlight.)
 - 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: The Design-Builder will provide protection at all openings in structures and finishes to maintain the building weather-tight, dust-tight, and in accordance with applicable fire rating. 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 Design-Builder's operations will be immediately repaired and restored to their original condition. Repaired surfaces and materials will match existing adjacent undamaged surfaces and materials. Repair work will be coordinated with the Owner with regard to time and method.
2. All roads used by the Design-Builder 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 the Design-Builder'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, the Design-Builder will fully protect such flooring from all damage and staining by the Design-Builder's forces. The Owner may deduct from the Design-Builder's Guaranteed Maximum Price Contract Sum such sums as may be necessary to cover the cost of repairing and replacing such flooring.
5. Glass and Vertical Finishes: Where glass and vertical finishes have been installed, the Design-Builder will fully protect such material from all damage and staining by the Design-Builder's forces. The Owner may deduct from the Design-Builder's Guaranteed Maximum Price Contract Sum such sums as may be necessary to cover the cost of repairing and replacing such material.

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.
 - c. Construction products or material containing Per – and Polyfluorinated Substances (PFAS) will not be permitted 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 the Design-Builder's own space, that must be accessed or crossed from above will be done only with the prior permission of the Owner.
- f. Wood framing is prohibited for partitioning.
- g. All in-wall blocking locations will be documented in a location submittal to the Owner prior to installation. During installation, at all locations, the Design-Builder will document the installation with photographs and dimensions prior to wall closure and submit information to the Owner in PMIS. Additionally, the Design-Builder will conduct a field verification meeting with the Owner to verify the correct installation. If the Design-Builder fails to document any in-wall blocking locations as stated above, then the Design-Builder will be required to open up the undocumented locations to document installations. If the walls are opened and the in-wall blocking is missing, the costs to install blocking and repair will be at no cost to the Owner. If the walls are opened and the in-wall blocking is present, the repair costs will be at at no additional cost to the Owner.

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 Design-Builder. This plan of operation will be subject to review in advance by the Owner.
- 3. Specific areas affected by construction may require protective covering. These protective coverings will be adequate to ensure 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 in advance. The structural integrity of protective systems will be the responsibility of the Design-Builder.
- 4. The use of helicopters to lift, place, or otherwise maneuver equipment is prohibited unless otherwise approved by the Owner in writing.

1.09 CONSERVATION AND SALVAGE

A. General:

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

1.10 AUTHORITY AND DUTIES OF QUALITY ASSURANCE (QA) INSPECTORS

- A. QA inspectors shall be authorized to inspect all Work done and all material furnished. Such QA inspection may extend to all or any part of the Work and to the preparation, fabrication, or manufacture of the materials to be used. QA inspectors are not authorized to revoke, alter, or waive any provision of the Contract. QA inspectors are not authorized to issue instructions contrary to the plans and specifications or to act as Superintendent for the Design-Builder.
- B. QA Inspectors are authorized to notify the Design-Builder or its representatives of any failure of the Work or materials to conform to the requirements of the contract, plans, or specifications and to reject such nonconforming materials in question until such issues can be referred to the Owner for a decision. Refer to Section 01400 – QUALITY CONTROL SERVICES.

PART 2 – PRODUCTS

Not used.

PART 3 – EXECUTION

Not used.

END OF SECTION

SECTION 01150 - MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.01 MEASUREMENT AND PAYMENT

- A. Measurement of Quantities: The following requirements, in general, apply to those items listed by unit prices in the Contract Documents:
1. All "Unit Price" Work completed under the Contract will be measured by the Owner or Design-Builder, using United States Customary Units of Measurement.
 2. The method of measurement and computations to be used in the determination of quantities of material furnished and of Work performed under the Contract will be those methods generally recognized as conforming to good engineering practice.
 3. Unless otherwise specified, longitudinal measurements for area computations will be made horizontally and no deductions will be made for individual fixtures (or leave-outs) having an area of 9 square feet or less. Unless otherwise specified, transverse measurements for area computations will be the neat dimensions shown on the Drawings or ordered in writing by the Design-Builder's Design Professional.
 4. Structures will be measured according to neat lines shown on the Drawings or as altered to fit field conditions.
 5. Unless otherwise specified, all Contract Unit Price Items that are measured by the linear foot such as electrical ducts, conduits, pipe culverts, underdrains, and similar items will be measured parallel to the base or foundation upon which such items are placed.
 6. In computing volumes of excavation, the average end area method shall be used unless other acceptable methods are approved by the Owner.
 7. The thickness of plates and galvanized sheets used in the manufacture of corrugated metal pipe, metal plate pipe culverts and arches, and metal cribbing will be specified and measured in decimal fraction of inches.
 8. The term "ton" will mean the short ton consisting of 2,000 pounds avoirdupois. All materials that are measured or proportioned by weights will be weighed on a certified, approved scale by competent, qualified personnel. If material is shipped by rail, the car weight may be accepted, provided that only the actual weight of material is paid for. However, car weights will not be acceptable for material to be passed through mixing plants. Trucks used to haul material being paid for by weight will be weighed empty daily at such times as the Owner or Design-Builder directs, and each truck will bear a plainly legible identification mark.
 9. Materials to be measured by volume in the hauling vehicle will be hauled in approved vehicles and measured therein at the point of delivery. Vehicles for this

purpose may be of any size or type acceptable to the Owner or Design-Builder, provided that the body is of such shape that the actual contents may be readily and accurately determined. All vehicles will be loaded to at least their water level capacity and all loads will be leveled when the vehicles arrive at the point of delivery.

10. When requested by the Design-Builder and approved by the Owner in writing, material specified to be measured by the cubic yard may be weighed and such weights will be converted to cubic yards for payment purposes. Factors for conversion from weight measurement to volume measurement will be determined by the Owner or Design-Builder and will be agreed to by the Owner and Design-Builder before such method of measurement of pay quantities is used.
11. Asphalt materials will be measured by the gallon (liter) or ton (kg). When measured by volume, such volumes will be measured at 60°F (16°C) or will be corrected to the volume at 60°F (16°C) using ASTM D1250 for asphalts. Net certified scale weights or weights based on certified volumes in the case of rail shipments will be used as a basis of measurement, subject to correction when asphalt material has been lost from the car or the distributor, wasted, or otherwise not incorporated in the work. When asphalt materials are shipped by truck or transport, net certified weights by volume, subject to correction for loss or foaming, will be used for computing quantities.
12. Not Used.
13. Cement will be measured by the ton (kg) or hundredweight (kg).
14. Concrete will be measured by the cubic yard.
15. Timber will be measured by the thousand-foot board measure (MFBM) actually incorporated in the structure. Measurement will be based on nominal widths and thickness and the extreme length of each piece.
16. The term "lump sum" when used as an item of payment will mean complete payment for the Work described in the Contract. When a complete structure or structural unit (in effect, "Lump Sum" Work) is specified as the unit of measurement, the unit will be construed to include all necessary fittings and accessories. However, payment of a lump sum item may be paid over several or all pay applications.
17. When a complete structure or structural unit (in effect, "Lump Sum" Work) is specified as the unit of measurement, the unit will be construed to include all necessary fittings and accessories.
18. When standard manufactured items are specified such as fence, wire, plates, rolled shapes, pipe conduit, etc. and these items are identified by gauge, unit weight, section dimensions, etc., such identification will be considered to be nominal weights or dimensions. Unless more stringently controlled by tolerances in cited specifications, manufacturing tolerances established by the industries involved will be accepted.

19. Scales must be tested for accuracy and serviced before use. Scales for weighing materials which are required to be proportioned or measured and paid for by weight shall be furnished, erected, and maintained by the Design-Builder, or be certified permanently installed commercial scales. Platform scales shall be installed and maintained with the platform level and rigid bulkheads at each end. Scales shall be accurate within 0.5% of the correct weight throughout the range of use. The Design-Builder shall have the scales checked under the observation of the Owner before beginning work and at such other times as requested. The intervals shall be uniform in spacing throughout the graduated or marked length of the beam or dial and shall not exceed 0.1% of the nominal rated capacity of the scale, but not less than one pound (454 grams). The use of spring balances will not be permitted. In the event inspection reveals the scales have been "overweighing" (indicating more than correct weight) they will be immediately adjusted. All materials received subsequent to the last previous correct weighting-accuracy test will be reduced by the percentage of error in excess of 0.5%. In the event inspection reveals the scales have been under-weighing (indicating less than correct weight), they shall be immediately adjusted. No additional payment to the Design-Builder will be allowed for materials previously weighed and recorded. Beams, dials, platforms, and other scale equipment shall be so arranged that the operator and the Owner can safely and conveniently view them. Scale installations shall have available ten standard 50-pound (22.7 kg) weights for testing the weighing equipment or suitable weights and devices for other approved equipment. All costs in connection with furnishing, installing, certifying, testing, and maintaining scales; for furnishing check weights and scale house; and for all other items specified in this subsection, for the weighing of materials for proportioning or payment, shall be included in the unit contract prices for the various items of the Project.
20. Rental of equipment will be measured by time in hours of actual working time and necessary traveling time of the equipment within the limits of the work. Special equipment ordered in connection with extra work will be measured as agreed in the Change Order or Supplemental Agreement authorizing such work.
21. When the estimated quantities for a specific portion of the Work are designated as the pay quantities in the Contract, they will be the final quantities for which payment for such specific portion of the Work will be made, unless the dimensions of said portion of the Work shown on the Drawings are revised by the Design-Builder's Design Professional. If revised dimensions result in an increase or decrease in the quantities of such Work, the final quantities for payment will be revised in the amount represented by the authorized changes in the dimensions.
22. The Design-Builder and Owner will meet and conduct a quantity-in-place meeting (QIP meeting) on a monthly basis to review and agree to the quantities prior to pencil copy pay application submission.
23. The Design-Builder will establish a written process for managing and tracking all unit rate scopes of work identified within their subcontracts. This process will be reviewed with Owner and shall be accepted by Owner or modified as agreed upon. The Design-Builder will meet with Subcontractor(s) and Owner on a routine basis to

confirm and document agreed upon quantities. The Meeting shall occur at a minimum of once per month and prior to the pencil copy pay application submission. More frequent meetings shall occur at the Owner's request.

PART 2 – PRODUCTS

Not used.

PART 3 – EXECUTION

Not used.

END OF SECTION

SECTION 01315 - SCHEDULES, PHASING

PART 1 - GENERAL

1.1. DESCRIPTION

Scope includes construction scheduling and phasing/sequencing required for proper execution of the Work as described herein. These requirements supplement the other requirements in the Contract Documents. In cases of conflict, the more stringent requirement shall govern as determined by the Owner.

1.2. SUMMARY

This Section is to provide for the comprehensive depiction, measurement, assessment and reporting of project progress and status pursuant to the sub-articles entitled "Design-Builder's Construction Schedules" of the Contract Provisions. The Design-Builder's responsibility shall include scheduling of all work within its contractual scope of work, creation of a Preliminary Schedule, a Baseline Schedule, production of reports, narratives, execution of the plan described by the current accepted schedule, participation in meetings with the Owner, and submission of Progress Schedules and revision data, as set forth herein and in the Contract Documents. Conventional Critical Path Method (CPM) techniques must be utilized to satisfy the requirements of this section.

1.3. SCHEDULE REQUIREMENTS

A. Scheduler Qualification Requirements

1. The Design-Builder shall employ, and include in the Design-Builder's jobsite staff, sufficient full-time qualified schedulers whose primary duties and responsibilities shall be creating, tracking, and modifying the schedule as required herein.
2. The Design-Builder's scheduling staff should be trained on the scheduling software being used in accordance with paragraph 1.3, B. 1. (Scheduling Software). The lead scheduler shall have at least 5 recent years of scheduling experience on projects similar in scope, complexity, and magnitude; previous experience shall include the development of project schedules and maintenance of scheduling activities. Upon request by the Owner, the Design-Builder shall produce a written statement or references that will establish the required training, experience and scheduling competency.
3. The scheduling staff's duties and responsibilities shall include the development, implementation, and updating of the project schedules and associated reports and data. They shall be accessible throughout the Project duration and shall conduct regular site visits (but no less than once per month) to field verify as-built information and the current progress of work. They shall possess the skills to understand the construction work processes and translate the construction plan into a viable schedule, and be capable of analyzing schedule variances and making recommendations for corrective actions.

4. The Owner may order the Design-Builder's scheduling staff be removed and replaced with a competent scheduler if the person in question does not meet acceptable qualifications or performance standards.
5. Representatives of the Design-Builder's scheduling staff including superintendent(s) and project manager(s) shall attend all progress meetings, as well as all scheduling meetings.

B. Scheduling Software

1. The Design-Builder shall use the version of Primavera P6 Professional Project Management (P6) currently utilized by the Owner unless the Owner approves an alternative. Alternatively, at the Design-Builder's option, Design-Builder may use Oracle Primavera Cloud (OPC) scheduling software provided all owner reports and native files can be viewed and imported into the Owner's version of Primavera P6. The required scheduling software shall be free from any passwords or applied access restrictions to allow proper review by the Owner.
2. Any and all schedule related submissions and transmittals must include a Primavera XER format of the schedules contained therein.
3. The following Primavera P6 Professional Project Management (P6) or OPC Schedule Settings will be used unless otherwise approved by the Owner:
 - a) Make open-ended activities critical
 - b) When scheduling progresses, activities use Retained Logic
 - c) Calculate "Start-to-Start" lag from early start
 - d) Define critical activities as Longest Path
 - e) Calculate float based on the finish date of each project
 - f) Calculate total float as Finish Float
 - g) Calendar for scheduling Relationship Lag is Predecessor Activity Calendar

C. Schedule Activities

1. Activities will be grouped and sorted by an appropriate Work Breakdown Structure (WBS) to identify phase, area of work, location, etc. The WBS shall be structured in such a way that activities may be sorted into logical work areas and phases, with respect to their associated milestones and subject to the Owner's approval.
2. All identified milestones in the Contract, including but not limited to "Award," "Notice to Proceed," "Substantial Completion" and "Final Completion," etc., shall be included in a separate node at the top of the WBS structure.
3. All schedule Contract milestones shall be based on Calendar Days.

4. In addition to construction activities, the Baseline Schedule shall include all activities that will affect the Design-Builder's schedule, including but not limited to activities for submittals, shop drawings, testing, turnover and training, review and approval cycles, meetings and operations by other agencies.
5. The Owner may identify additional interfaces during the course of the Work and the Design-Builder will incorporate these in the Progress Schedule as required.
6. The duration estimate for each activity shall be in Days and shall represent the single best estimate considering the scope of the Work and Resources planned for the activity.
7. Except for certain activities such as submittal reviews, curing of concrete, fabrication and delivery of materials, or milestones; activity durations shall not exceed 20 Days, unless otherwise accepted by the Owner.
8. Activity descriptions shall use industry standard terminology and shall clearly identify the work and its respective location.
9. The use of activity descriptions, notebook topics, user defined text fields or any other annotation in the scheduling software shall not be considered as Notice to the Owner of a delay, claim or dispute. Any such notification must be in accordance with the relevant provision of the Contract.
10. All activity constraints must be identified and explained in the schedule narrative. Any use of constraints is subject to the Owner's approval. At the Owner's request, constraints shall be removed or replaced if appropriate activities and/or logical relationships can perform the same function.
11. The following activity constraints shall not be used: "Start On", "Finish On", "Mandatory Start", and "Mandatory Finish".
12. Level of effort activities must only be used to summarize other discrete activities in the schedule and not to represent construction tasks. The network logic of any given path of work through the schedule, shall not flow through a level of effort activity such that it is possible for a level of effort activity to appear on the Longest Path. level of effort activities may be used to summarize the duration of a sub-set of logically linked task dependent activities for tracking support work or site infrastructure such as cranes, equipment maintenance or project management functions. All level of effort activities shall be identified in the narrative with an explanation and are subject to the Owner's approval.
13. Schedule activities following Final Completion shall only be shown following written approval by The Owner. Final Completion shall not be constrained.

D. Relationships

1. With the exception of WBS Summary activities, each activity or milestone shall have at least one predecessor and at least one successor, except for the first and last activities.

2. Open ended activities or milestones are not allowed. All open ends must be closed with an appropriate logical relationship (for example, where an activity's only predecessor is Finish to Start and the same activity's only successor is Start to Start the finish would be an open end).
3. Redundant relationships shall not be used.
4. Contradicting relationships shall not be used.
5. All relationship lags or changes to relationship lags must be identified and explained in both the schedule narrative and the P6 software notebook topics with an explanation. All relationship lags are subject to the Owner's approval and shall be replaced at the request of the Owner if the creation of an activity can perform the same function (e.g. concrete cure time).

E. Calendars

1. The Design-Builder shall employ Work Day calendars that reflect the days that are planned to perform the Work.
2. Documentation supporting each calendar shall be submitted with the Baseline Schedule submission. Calendar information will include the number of working days per week and the Design-Builder's holiday schedule, including any other non-work periods.
3. Any changes to calendars or new calendars will be identified, explained and supported in the schedule narrative accompanying the schedule submission.
4. Calendar days for some tasks may be less than 8 hours depending on the availability of the Work as defined elsewhere and shall be reflected in the calendar settings.

F. Cost and Resource Loading

1. Cost and Resource Loading
 - a) Cost loading shall be provided on summary level activities within the WBS structure so that the WBS structure and cost loading in the schedule can be rolled up to correspond to the accepted Schedule of Values (SOV) for the Contract.
 - b) No resource loading is required.
 - c) Cost Loading must comply with contract Article 4 Payments and Specification Section 01370 - SCHEDULE OF VALUES.
 - d) Cost Loading data shall at a minimum include budget cost, actual period costs, remaining cost, and expected at completion (EAC) costs.

- e) The Design-Builder shall provide cost-loading hammocks (summaries) for each award package (Project level, example Enabling) which include associated costs.
- f) Cost elements that span the duration of the program shall be broken down to show their distribution within each award package.
- g) The overall program and each award package shall have an accompanying cost curve based on summary hammocks or as required by the Owner to effectively and accurately report data.
- h) The Design-Builder shall export P6 cost curve data into Excel prior to submission to the Owner.
- i) If there is any manipulation of the P6 cost curve data export a narrative shall explain the need for modification of the data.
- j) The narrative shall include the basis of the curve defining the use of early/late starts and finishes, progress over/under performance, etc.
- k) Summary levels/hammocks must align with Schedule of V Values

(1) Cost Reporting:

- a) The Owner may define a max value/max durations on hammock tasks for more accurate cost baselines and cost forecasts in P6.
- b) The Owner may request cost loading of additional activity/milestones.
- c) The Design-Builder shall include accruals in addition to invoiced amounts each month to ensure the periodic cost is aligned within the reporting period.
- d) The Owner may define cost performance index (CPI)/schedule performance index (SPI) thresholds. The initial thresholds established are below.
 - i. CPI Thresholds
 1. Green: $0.95 \leq \text{CPI} \leq 1.05$
 2. Yellow: $0.90 \leq \text{CPI} < 0.95$ or $1.05 < \text{CPI} \leq 1.10$
 3. Red: $\text{CPI} < 0.90$ or $\text{CPI} > 1.10$
 - ii. SPI Thresholds
 1. Green: $0.95 \leq \text{SPI} \leq 1.05$
 2. Yellow: $0.90 \leq \text{SPI} < 0.95$ or $1.05 < \text{SPI} \leq 1.10$
 3. Red: $\text{SPI} < 0.90$ or $\text{SPI} > 1.10$

iii. CPI/SPI will be tracked and reported at the Schedule of Value line.

iv. The Design-Builder shall provide detailed reporting/variance explanations in the monthly status reports.

G. Schedule Submission and Acceptance

1. Preliminary Meeting and Schedule

- a) The Design-Builder shall have participated in a preliminary meeting to discuss the proposed schedule and the Contract requirements prior to submission of the GMP.
- b) The Preliminary Schedule must be accompanied by a written narrative and a copy of the native electronic schedule file for review, analysis, archiving and transfer to other Project stakeholders as required.

2. Baseline Schedule

- a) The Baseline Schedule shall be developed in concept and sufficient detail to allow to visualize the entire program and shall have been submitted to the Owner as part of the final GMP proposal.
- b) Where appropriate, and subject to approval by the Owner, long term projects may be subject to a phased development of the Baseline Schedule. For phased development, the first Baseline schedule shall have been submitted to the Owner as required in the final GMP proposal. The first Baseline Schedule shall provide a fully developed WBS structure that accounts for the work of each work discipline at each location. Work that is within 180 days of the issue date of the Baseline Schedule shall be fully developed and scheduled in the First Baseline schedule. The remaining work may be represented at a summary level using task dependent activities to summarize the work required under each WBS heading. By agreement with the Owner, dates will be set where the summary level activities will be scheduled out with fully developed detail.
- c) The following procedure outlines the steps for adding additional detail to the summary level activities in Baseline Schedule revisions while maintaining a reference to the relevant summary level activities in the first Baseline Schedule.
 - i. Copy the task dependent summary activity that needs additional detail then paste as a new activity making the activity ID the same but with a suffix in increments of 10 (e.g., for Summary level activity ID: A-1000, the first detailed activity would become A-1000-10 and the second detailed activity would become A-1000-20, etc.).

- ii. Repeat this process until the level of detail is fully developed providing the new activities with appropriate activity names, durations, logical relationships and activity codes.
 - iii. Change the original activity (i.e., A-1000), to a level of effort activity. This “parent” activity will automatically summarize the duration and status of the fully developed task dependent “child” activities within the associated WBS heading.
 - iv. The network logic will now drive the detail activities but the WBS summary activity (and its activity ID) will correlate and provide accountability to the original task dependent activity that was provided in the first Baseline Schedule.
- d) All Baseline Schedules must be accompanied by a written narrative and a copy of the native electronic schedule file for review, analysis, archiving, and transfer to other Project stakeholders as required.
 - e) The Design-Builder shall participate in a review and evaluation of the proposed Baseline Schedule. Any revisions necessary as a result of this review shall be resubmitted for review within fourteen (14) calendar days after the schedule review. This review cycle will continue until the Design-Builder submits a Baseline Schedule that is accepted by the Owner. The accepted Baseline Schedule shall be the schedule used by the Design-Builder for planning, organizing, directing the Work and reporting progress. Baseline Schedule submittals shall be in accordance with the “Schedule Submittal Format” as outlined in paragraph I.
 - f) Failure to establish an acceptable Baseline Schedule may result in the Owner withholding payment.
 - g) The Baseline Schedule must show all Contract milestones completed within the time frames specified. If Contract completion or any other Contract milestones are shown completing in more or less time than specified, the Baseline Schedule may be rejected by the Owner.
 - h) The developed schedule shall show the sequence and complete interdependence of construction and project-related activities reasonably required to complete the Work. The Design-Builder shall be responsible for ensuring all work sequences are logical and the schedule shows a coordinated plan of the Work.
 - i) Float within the Baseline Schedule shall be reasonable with respect to the type of work and overall project and is subject to the Owner’s approval.
 - j) The Baseline Schedule is to remain completely without status or progress unless otherwise approved or agreed by the Owner.

- k) Failure by Design-Builder to include any element of Work required for performance of the Contract, or failure to properly sequence the Work, shall not excuse the Design-Builder from completing the Work within the contractually defined time.

3. Progress Schedules

- a) Progress reported by the Design-Builder shall be determined by the Design-Builder's actual physical inspection of the Work. Physical inspection of the Work shall be conducted, recorded and entered into the schedule in the form of activity progress percentage and actualized start and finish dates on a weekly basis in line with the Job Coordination Meetings. This is necessary to maintain an up to date Look-Ahead Schedule as required under Section G.4 (Job Coordination Meeting Look-Ahead Schedule) below.
- b) Full progress schedule reporting frequency shall be monthly as specified in the General Conditions. The specific data date shall be the 25th of the month and the schedule shall be submitted in accordance with pay application submittal procedure. Progress Schedule submittals shall be in accordance with the "Schedule Submittal Format" as outlined in paragraph I.
- c) The Design-Builder must submit a schedule update run each month. The Schedule Update Run will include only the progress information for work performed in the reporting period, including percent completes, adjustments to remaining durations and input of actual start and finish dates. The Schedule Update Run shall NOT include changes or additions to logical relationships, activity constraints, added or deleted activities or changes to original or planned durations.
- d) The Design-Builder may also submit a schedule revision run each month. The Schedule Revision Run is required to be submitted if the Design-Builder makes any changes to the schedule other than those permitted for the Schedule Update Run. The Schedule Revision Run shall show all the changes that the Design-Builder made to logic, durations, addition/deletion of activities (including change orders, if any), codes, calendars, etc. The Schedule Update Run shall be used as the basis for the Schedule Revision Run so that all information related to monthly progress is included and consistent in both the Schedule Update Run and the Schedule Revision Run.
- e) Each Progress Schedule must be accompanied by a written narrative and a copy of the native electronic schedule file for review, analysis, archiving and transfer to other Project stakeholders as required.
- f) The intent of the Design-Builder's written narrative is to effectively communicate and add support to the current Progress Schedule Update. The narrative describes any changes made to the schedule, current issues, potential problems and related schedule notifications to the Owner or Architect. It is a universally important document as the narrative is understood by all Project stakeholders, not just the scheduler. A good

schedule narrative provides an added level of clarity for communication and understanding.

- g) Any statements in the Schedule Narrative shall not be considered as Notice to the Owner of a delay, claim or dispute. Any such notification must be in accordance with the relevant provision of the Contract.
- h) Each Progress Schedule must be accompanied by a Schedule Performance Index.
- i) The Design-Builder shall amend the schedule to include any additional detail and information requested by the Owner at any time during the Project.

4. Job Coordination Meeting (JCM) Look-Ahead Schedule

- a) The Look-Ahead schedule shall be in the form of a filtered view of an accurately updated Progress Schedule Update created from within the scheduling software. The filtered view shall show the window of time seven (7) days prior to the meeting and fourteen (14) days after the meeting.
- b) The Look-Ahead Schedule is to be accurately updated as of the day before the JCM.
- c) The Look-Ahead Schedule should be submitted electronically for incorporation into the JCM minutes. The Design-Builder shall provide copies of the Look-Ahead Schedule to all JCM attendees. If required by the Owner, each Look-Ahead Schedule shall also be provided to the Owner as a copy of the native electronic schedule file from which it was derived.
- d) In addition to the filtered view of an accurately updated Progress Schedule Update created from within the scheduling software, The Design Builder may elect, or the Owner may require, that supplementary information be provided to clarify the contents of the Look-Ahead schedule and/or support the function and needs of the JCM process.

5. Recovery Schedule

- a) At the discretion of the Owner, or when the most current Progress Schedule Update reflects a calculated schedule status of two weeks (14 calendar days) later than currently contractually allowed for any contractual milestone (including interim milestones), a Recovery Schedule may be required.
- b) The recovery schedule shall utilize as its basis, the most current Progress Schedule with reasonable modifications to remaining work sequences, means or methods that will allow the Project to complete by the current contractual Substantial Completion date.

- c) If, in the opinion of the Design-Builder, the current late status is due to the Owner caused delays beyond the Design-Builder's control, the Design-Builder shall submit with the Recovery Schedule a Time Impact Analysis in accordance with section 1.06. This requirement shall not excuse the Design-Builder from all notice or other contractual claims requirements.

6. As-Built Schedule

- a) After all Contract Work items are complete, and prior to final payment, the Design-Builder shall submit the final Progress Schedule that will be called the "As-Built" Schedule, showing actual start and actual finish dates for all schedule activities and milestones.
- b) The As-Built Schedule must be accompanied by a copy of the native electronic schedule file for review, analysis, archiving and transfer to other Project stakeholders as required.

Changes

1. Change Orders

- a) If the Design-Builder determines that a proposed change order will delay work on the critical path, a Time Impact Analysis shall be performed in accordance with section 1.06 and submitted to the Owner in conjunction with the cost proposal.
- b) Where there are associated time impacts, approved change orders must be incorporated into the next Schedule Revision Run following approval. Activities shall be added in sufficient detail to identify any work required by the change order. These activities shall then be cost and resource loaded as may be required by the Contract and subject to the Owner's approval. In the event that a change order includes a time extension, the milestone dates shall be adjusted accordingly.

H. Schedule Submittal Format

- 1. Time-scaled bar chart schedules shall be submitted electronically in the Owner's PMIS. Font size on the submitted schedules shall not be smaller than 8 point. Each schedule shall contain a title block with the following information.
 - a) The Design-Builder's name.
 - b) The Owner's Project number(s) and Project name.
 - c) Plot date.
 - d) Data date.
 - e) Symbol definitions.

2. All Project schedules shall be copied and submitted as one (1) PDF version and one (1) electronic copy of the native electronic schedule files for review, analysis, archiving and transfer to other Project stakeholders as required. The electronic versions shall be transmitted to the Owner via the Owner's PMIS submittal module. Alternative means of transmittal must be approved by the Owner.
 3. Additional schedule submittal formats and information may be requested to further support the current reported status of the Project, such as printed CPM reports, graphics or data tables.
- I. Float
1. Float or slack is defined as the amount of time an activity can be delayed without delaying the project finish date.
 2. Float within the schedule, and total float within the overall schedule, is not for the exclusive use of the Design-Builder, but is a jointly owned resource available to be reasonably used by the Owner and the Design-Builder.
 3. Use of float suppression techniques such as preferential sequencing or logic, lead/lag logic restraints, and extended activity durations are prohibited.
 4. Extensions of time for performance required under the Contract Terms and Conditions will be granted only to the extent the time adjustment for the activity or activities affected exceeds the total float or slack along the channels involved at the time notice to proceed was issued for the change.
 5. Since float within the schedule is jointly owned, it is acknowledged that the Owner's caused delays may be offset by the Owner's caused time savings (i.e. critical path submittals returned in less time than allowed by the Contract, approval of substitution requests which result in a savings of time to Design-Builder, etc.). In such an event, the Design-Builder shall not be entitled to receive a time extension until all the Owner's caused time savings are exceeded and the Contract Times (or milestones) are also exceeded.
 6. The Project performance period shall be the duration between the Project start date and completion date as established in the Contract. In the event that the Design-Builder submits a Project Schedule depicting a planned early completion date, approval of such schedule is at the sole discretion of the Owner which reserves the right to withhold approval.
 7. Approval of an early completion Project Schedule shall not modify the Substantial Completion Date or the Project completion date that was set forth in the Contract. The time difference between the Design-Builder's completion date and the Contract Project completion date shall be considered as float. Under no circumstances shall the Owner be liable to the Design-Builder for any costs, delays, or other damages if the Design-Builder is prevented from completing the work on a date before the Contractual Substantial Completion date.

1.04 GENERAL

- A. The following phasing constraints will universally apply to all phases and elements of this Work.
1. Work shall be performed in a manner and during times so as to not impact the Owner or Airport operations. Work times shall be submitted to the Owner for acceptance.
 2. Work area access is not exclusive to the Design-Builder. The Design-Builder shall coordinate its Work activities, times and schedules so as to not impact work by others having concurrent access to the work area.

1.05 PHASING/SEQUENCING

A. General

1. The Work of this Contract will be performed in a phased construction schedule which will include all requirements for submittals, material and equipment procurement, material stockpiling, setting up Design-Builder'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 DESIGN-BUILDER WILL NOTIFY THE OWNER, IN WRITING, AT LEAST 72 HOURS PRIOR TO THE DATE OF COMMENCEMENT OF ANY ON-SITE WORK, INCLUDING TEMPORARY FACILITIES, MOBILIZATION AND MATERIAL AND EQUIPMENT DELIVERIES.
3. The Design-Builder will coordinate with the Owner and adjust the schedule so as not to interfere with the on-going operations of the Airport, nor impact the previously accepted work schedules of others having concurrent access to the Work area.

B. Work Sequence of Construction

1. The sequence of construction, if any, 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.

1.06 TIME IMPACT ANALYSIS

- A. If a delay beyond the Design-Builder's control is encountered and a time extension is requested, a time impact analysis must be submitted to the Owner, substantiating a delay to the current Project Completion date.
- B. The Design-Builder shall make every attempt possible to mitigate the effects of a delay if that

mitigation can be done without additional cost to the Owner or disruption to the Project. If mitigation attempts are not made by Design-Builder, a statement must be provided explaining why efforts to mitigate the delay were not taken.

C. General Requirements

1. The Time Impact Analysis shall be performed immediately following the delay events or when the full extent of the delay can be reasonably forecasted.
2. A Comparison Schedule shall be created which will incorporate all actual start and finish dates, actual durations of activities, and actual sequences of construction, current as of the time the change or delay is encountered. The Comparison Schedule will be validated by the Owner and all requests for a time extension shall be based upon an analysis of this schedule.
3. Each Time Impact Analysis shall demonstrate the estimated time impact in days based on the delay events, status of construction at that point in time, and the event time computation of all activities affected by the change or delay. Each Time Impact Analysis must be accompanied by a written narrative and a copy of the native electronic schedule file for review, analysis, archiving and transfer to other Project stakeholders as required.

D. Time Impact Analysis Procedure

1. Comparison Schedule

- a) Begin by making a copy of the most recently approved schedule just prior to the start of the delay.
- b) Update the Comparison Schedule with actual progress and a revised data date to the point just prior to the start of the delay.
- c) Remove any non-contractual constraints.
- d) Add an activity code and identify all activities impacted by the delay.
- e) Calculate the schedule and create a fragnet or filtered view of the activities impacted by the delay, denoting start dates, finish dates, float, and Calendar ID.

2. Impacted Schedule

- a) Begin by making a copy of the Comparison Schedule.
- b) Add the delay activities and appropriate relationships to the Impacted Schedule. The delay shall be described as accurately as possible, in order to substantially reflect the impact of the delay to the schedule.
- c) Existing relationships shall be left intact unless this would negate the actual work restraints on the project. Any deleted or modified relationships are subject to the Owner's approval.
- d) If a delay occurs to an in-progress activity, break the existing delayed activity into two activities; with one representing the planned work before the delay and the other representing the planned work following the delay. The combined duration of the split activities must equal the original duration of that activity, unless loss of

production momentum, such as demobilization or re-mobilization is present, at which point, reflect such in the fragnet .

- e) Add an activity code and identify each new activity as a delay attributable to the Owner, the Design-Builder, or Other/Excusable.
- f) Calculate the schedule and create a fragnet or filtered view of the activities impacted by the delay, denoting start dates, finish dates, float, and Calendar ID.

3. Mitigation Schedule:

- a) If attempts are made by the Design-Builder to mitigate the effect of the delay, a Mitigation Schedule shall be created to identify the result of such efforts. Any mitigation attempts must be made without additional cost to the Owner or disruption to the project, unless otherwise directed by the Owner.
- b) Begin by making a copy of the Impacted Schedule.
- c) Incorporate the mitigation results into the schedule by revising the remaining duration status of the relevant activities to the remaining duration status evidenced at the time of the actual end of the delay. Activities performed out-of-sequence will still exist as successors to the impacted activity, but their remaining durations will be reduced to reflect the work performed during the delay period.
- d) Add an activity code and identify all activities which benefited from the mitigation efforts.
- e) Calculate the schedule and create a fragnet or filtered view of the activities impacted by the delay and subject to mitigation, denoting start dates, finish dates, float, and Calendar ID.

E. Time Impact Analysis Reporting

Each delay or impact shall be addressed with a separate Time Impact Analysis and submitted with a narrative containing the following information:

- 1. Cover Sheet.
- 2. Table of Contents.
- 3. Section 1: Analysis Summary
 - a) Briefly describe the circumstances surrounding the delay; including the cause and effects of the delay, efforts taken to mitigate the delay, the attributable party, and any other pertinent information.
 - b) If mitigation attempts are not made, a statement must be provided explaining why efforts to mitigate the delay were not taken.
 - c) Provide a summarization of the analysis results:
 - i. Identify the full duration of the delay (difference in Critical Path Float between the Comparison Schedule and the Impacted Schedule).

- II. If necessary, apportion the delay appropriately to the responsible party and identify any concurrency.
 - III. Identify the results of any mitigation efforts.
 - IV. State the total amount of excusable days requested by the Design-Builder as a result of the Time Impact Analysis.
- d) Section 2: Comparison Schedule
- I. Describe the status revisions made in order to update the schedule to the point just prior to the start of the delay events.
 - II. Include the schedule fragnet of relevant activities.
- e) Section 3: Impacted Schedule
- I. Describe all changes made to the schedule, including a detailed list of the added delay activities.
 - II. Include the schedule fragnet of relevant activities.
- f) Section 4: Mitigation Schedule
- I. Describe all changes made to the schedule, including a detailed list of the activities that benefited from the mitigation efforts.
 - II. Include the schedule fragnet of relevant activities.
- g) Section 5: Supporting Documentation
- I. Include any documentation relevant to the delay.

PART 2 – PRODUCTS

Not used.

PART 3 – EXECUTION

Not used.

END OF SECTION

SECTION 01330 – DESIGN SUBMITTALS

PART 1 - GENERAL

1.01 DESCRIPTION:

Scope includes design submittals required for proper execution of the Work as described herein. These requirements supplement the other requirements in the Contract Documents. In cases of conflict, the more stringent requirement shall govern as determined by the Owner.

1.02 SUMMARY:

- A. This Section specifies procedural requirements for the submittal of additional Design Documents required for the Work to verify that the design intent complies with the provisions of the Contract Documents. The section contains detailed information required to be included in each design progress submittal made by the Design-Builder. All submittals shall conform to the Owner's Design Standards which include, but are not limited to, the Owner's Project Deliverables Requirements, the Owner's CADD Standards, the Owner's Design Criteria Manual, the Owner's Sustainability Plan, and BIM. The Design-Builder shall submit Design Review Documents at the Preliminary, In-Progress, and Final Design Level for review by the Owner, in accordance with the schedule of submittals required by the Contract Documents. The Design-Builder shall also submit a 100% completed set of documents in conformance with the Contract Documents. All design submittals will be submitted to the Owner through the Owner's PMIS according to the Owner's process for submittal.
- B. All drawings, calculations, and specifications submitted by the Design-Builder shall be prepared under the direct supervision and under the responsible charge of an appropriate Design Professional currently registered in the State of Florida. Such submittals shall be attested to by the responsible registered professional before submission and shall bear the name, registration number, and discipline of the professional. Signed and sealed drawings and calculations shall be submitted for the Owner's records. Signed and sealed documents shall be submitted to the Owner in a format that retains the Design Professional's name, registration number, discipline of the professional, and seal.
- C. Preliminary Design (30%) Submittal Level. The Design-Builder shall submit these design documents at a 30% or an appropriate level of design completion. At this review point, all design elements should appear on the drawings and specifications. Submittal shall conform to the requirements of the Contract Documents.
- D. In-Progress Design (60%) Submittal Level. For this submittal, the design, including all disciplines, shall be at 60% or an appropriate level of completion and submitted to demonstrate appropriate progress of the Preliminary Design and assure the Owner that the Final Design submittal will address all items such that the intent of the Contract is fully realized. The plans shall show all details necessary for construction and shall be coordinated among the various disciplines prior to submission. All elements included in the scope of work shall be completed. Submittal data for this review includes design drawings (including standards), specifications, calculations, a long lead items list (if

applicable), a schedule of submittals, the Owner's general conditions, and a schedule of quality assurance testing.

- E. In-Progress Design (90%) Submittal Level. For this submittal, the design, including all disciplines, shall be at 90% or an appropriate level of completion and submitted to demonstrate appropriate progress of the Preliminary Design and assure the Owner that the Final Design submittal will address all items such that the intent of the Contract is fully realized. The plans shall show all details necessary for construction and shall be coordinated among the various disciplines prior to submission. All elements included in the scope of work shall be completed. Submittal data for this review includes design drawings (including standards), specifications, calculations, a long lead items list (if applicable), a schedule of submittals, the Owner's general conditions, and a schedule of quality assurance testing.

Resolution of all previous design review comments shall be accomplished by Design-Builder and incorporated in the plans and specifications.

- F. Final Design (100%) Submittal Level. The purpose of this submittal is to provide completed construction documents. This submittal includes the incorporation of In Progress Review Comments. The approval by the Owner of this submittal shall constitute acceptance of such documents as Construction Documents pending issuance of Building Department permits for construction. The construction documents must be checked, signed, and sealed by the Engineer or Architect of Record, as applicable, in accordance with Florida Statutes prior to the start of construction. Any changes to approved 100% design documents must be documented using established change control procedures.

The data required for the Final Design Submittal Level is:

1. Original contract drawings and specifications.
2. Final schedule.
3. Long lead list, if applicable.
4. Actions and minutes from Pre-Final Review.
5. Calculations.
6. Standard drawings.

- G. Monthly As-Builts. The Design-Builder will maintain an up-to-date electronic set of Contract Documents including drawings and specifications that are updated with Architect Supplemental Instructions (ASIs), Engineer Supplemental Instructions (ESIs), Request for Information (RFIs), and other revisions. The Design-Builder will provide adequate staffing to provide this function including up to a full-time dedicated person or team to keep the electronic set of Contract Documents updated on a continuous basis. The Owner shall be provided access 24 hours per day, 7 days per week to review. All sets will be merged for a complete updated set each month.
- H. Record Documents. At Project closeout, the Design-Builder will submit Record Documents to the Owner reflecting as-built conditions of the project in accordance with Section 01700 – PROJECT CLOSEOUT.

1.03 SUBMITTAL PROCEDURES:

- A. Submittal Copy Requirements. The Design-Builder shall provide documents for review for each required submittal as indicated below unless otherwise directed by the Owner. The documents shall be in sets, indexed, and clearly marked to indicate the date of issue and the stage of development.

All drawing review submittals shall be in electronic format (i.e. pdf files (in searchable format) and CAD files in a format that allows them to be incorporated into the BIM Model) and submitted through the Owner's PMIS. Supportive documentation shall be presented in standard format including, but not limited to, the following requirements for each submittal:

1. Drawings:

- a. One set of electronic format documents submitted through the Owner's PMIS. (for each submittal).
- b. Drawing index file, including font files and list of external reference files. External reference files shall not be bound to drawing files. A layer matrix for each file will be submitted with each level of design document.

2. Calculations:

- a. Calculations in electronic format with professional label and submitted through the Owner's PMIS.

3. Specifications:

- a. Specifications in electronic format with professional label and submitted through the Owner's PMIS.

4. The Owner Design Standard Drawings. The Design-Builder will list only that list including the revision designation. The final package shall include actual drawings (reproducibles) supplied to the Design-Builder for the addition of contract numbers, sheet numbers, etc. (standard only).

5. Cost and Schedule. Same as for calculations.

6. Actions and Minutes for Previous Design Review.

- B. Requirements for the Preparation of Design Submittals. All design submittals between the Design-Builder and the Owner or its agents must adhere to the Owner's format and design standards.

1.04 THE OWNER'S ACTION:

- A. Upon receipt of a design submittal, the Owner will review the submittal for content and format. Failure to provide a complete submittal or variations from the Owner's design standards will be cause for its rejection and return to the Design-Builder.
- B. The Owner will distribute the submittal in accordance with the deliverables matrix developed for each project. A copy of the design review comments form will be distributed with the design documents. The Owner will determine the date design review comments are to be returned.
- C. Design documents will be reviewed by the Owner within the time periods set forth in the Contract Documents or three weeks whichever is longer, for conformance to the requirements and intent of the Contract Documents. Comments resulting from the review will be collected by the Owner and transmitted to the Design-Builder. After the Design-Builder's review and responses are provided on the technical review form and delivered to the Owner, the Owner will coordinate a technical review meeting, with select Owner's agents, at which the Design-Builder will present the proposed corrective action for each review comment. The Design-Builder's questions will also be addressed at this meeting. The agreed-upon review comment actions will be incorporated into the project documents prior to the next design submittal. The Design-Builder will take and publish minutes for these meetings through the Owner's PMIS. A technical review meeting will be conducted at each stage of the design.

PART 2 – PRODUCTS

Not used.

PART 3 – EXECUTION

Not used.

END OF SECTION

SECTION 01340 - SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

PART 1 - GENERAL

1.1 INTRODUCTION:

- A. Submittal requirements are contained here and elsewhere in the Contract Documents, including Division 01. The Design-Builder will be required to follow the Submittal Management Process for the development of a Submittal Register Log and submission of the Submittal Packet and use the Owner's PMIS.

1.2 SUMMARY:

This Section specifies administrative and procedural requirements for the submittal of Shop Drawings, Product Data, and Samples for use in the Work.

- A. Shop Drawings include, but are not limited to, the following:

1. Fabrication Drawings.
2. Installation Drawings.
3. Setting diagrams.
4. Shop-work manufacturing instructions.
5. Templates and patterns.
6. Material schedules.
7. Design mix formulas.
8. Coordination Drawings.

- B. Product Data include, but are not limited to, the following:

1. Manufacturer's product specifications.
2. Manufacturer's installation instructions.
3. Standard color charts.
4. Catalog cuts.
5. Roughing-in diagrams and templates.
6. Standard wiring diagrams.
7. Printed performance curves.
8. Operational range diagrams.
9. Mill reports.
10. Standard product operating and maintenance manuals.
11. Safety Data Sheets (SDS).

- C. Samples include, but are not limited to, the following:

1. Partial Sections of manufactured or fabricated components.
2. Small cuts or containers of materials.
3. Complete units of repetitively-used materials.
4. Swatches showing color, texture, and pattern.
5. Color range sets.
6. Components used for independent inspection and testing.
7. Mock-ups.

D. Administrative Submittals: Refer to other Division 01 Sections and other Contract Documents for requirements for administrative submittals. Such submittals include, but are not limited to:

1. Schedule of Submittals.
2. Permits.
3. Applications for payment.
4. Performance and payment bonds.
5. Insurance certificates and endorsements.
6. Listing of subcontractors, subcontracts, and purchase orders.
7. The Design-Builder's construction schedule.
8. Progress Schedules.
9. Progress reports.
10. Quality Control Plan.
11. Safety Plan.
12. Hurricane Plan.
13. Other contractually required plans or routine documents provided by the Design-Builder to the Owner.

1.3 SUBMITTAL PROCEDURES:

A. Coordination: Coordinate preparation and processing of submittals with the performance of the Work.

1. No later than 30 days following the NTP, the Design-Builder will prepare and submit a Submittal Register based on all of the submittal requirements in the specifications. Each item called out shall have an individual record (line) in the Submittal Register and this will be submitted for the Owner's approval and comment. The Owner will provide a list of CSI codes that require submittal review by the Owner's Maintenance department. The Design-Builder will indicate on each submittal in the register whether it will require the Owner's Maintenance department's review. The Owner will indicate on the Submittal Register those submittals that will be reviewed by the Owner. All submittals will be submitted through the Owner's PMIS.

2. The Design-Builder shall review submittals before submitting them to the Owner. Transmit each submittal to the Owner sufficiently in advance of the scheduled performance of related construction activities to avoid delay. If any submittals will be delayed, the Design-Builder will inform the Owner in writing giving reasons for the delay and a revised submittal schedule. No extension of time will be authorized because of the Design-Builder's failure to transmit submittals to the Owner sufficiently in advance of the Work to permit processing.
3. The Owner will review submittals for general conformance with the Contract Documents. The review of the submittals by the Owner will not constitute any release or discharge of the Design-Builder's sole liability and responsibility for all such submittals.
4. Request for payment of stored materials will not be considered until submittals have been received and approved by the Owner.
5. The Design-Builder will transmit submittals to the Owner to prevent delays. The Design-Builder is responsible for delays accruing directly or indirectly from the submission or resubmission of the submittal.
6. The Design-Builder shall coordinate each submittal with other submittals and related activities that require sequential activity including:
 - a. Testing.
 - b. Purchasing.
 - c. Fabrication.
 - d. Delivery.
7. The Design-Builder shall coordinate transmittal of different types of submittals for the same element of the Work and different elements of related parts of the Work so that processing will not be delayed by the Owner's need to review submittals concurrently for coordination.
 - a. The Owner reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are delivered to the Owner.
8. Processing: The Design-Builder shall allow sufficient review time so that Work will not be delayed as a result of the time required to process submittals, including time for re-submittals.
 - a. The Design-Builder shall allow for time for the Owner's initial

review of each submittal. The standard time for the Owner's review will be three weeks unless a different duration has been agreed to by the Owner and the Design-Builder. Where processing must be delayed to permit coordination with subsequent submittals, additional time is allowed. The Owner will advise the Design-Builder promptly when a submittal being processed must be delayed for coordination.

- b. The Design-Builder shall where necessary to provide an intermediate submittal between the initial and final submittals, process the intermediate submittal in the same manner as the initial submittal.
 - c. The Design-Builder shall allow time for reprocessing of each submittal to meet the schedule.
 - d. No extension of time will be authorized because of the Design-Builder's failure to transmit submittals to the Owner sufficiently in advance of the Work to permit processing.
- B. All submittals shall be submitted electronically through the Owner's PMIS and use the Submittal Packages to pull register items in for review. Close-out submittals, including O&M Manuals, shall be submitted through the Close-out Register for review and tracking purposes.
- 1. The Design-Builder shall place a permanent label or title block on each submittal for information.
 - 2. The Design-Builder shall indicate the name of the firm or entity that prepared each submittal on the label or title block.
 - 3. The Design-Builder shall provide a space approximately 4 inches by 5 inches on the label or adjacent to the title block to record the Design-Builder's review and approval markings and the action taken by the Owner.
 - 4. The Design-Builder shall include the following information on the label for processing and recording action taken.
 - a. Project name.
 - b. Project Number.
 - c. Date.
 - d. Name and address of the Owner.
 - e. Name and address of the Design-Builder's Designer.

- f. Name and address of the Design-Builder.
- g. Name and address of subcontractor.
- h. Name and address of supplier.
- i. Name of manufacturer.
- j. Number and title of appropriate Specification Section.
- k. Drawing number and detail references, as appropriate.
- l. Similar definitive information as necessary.

- 5. The Design-Builder shall stamp the cover page (sheet) of each submittal with the Design-Builder’s certification statement, or other approval statement, as follows:

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

Certified by Submittal Reviewer _____.
Date: _____”

- C. Submittal Transmittal: The Design-Builder shall package each submittal appropriately for electronic transmittal and handling through the Owner’s PMIS. The Design-Builder shall transmit each submittal from the Design-Builder to the Owner, as indicated, by use of Submittals received from sources other than the Design-Builder will be returned to the sender without action. Submittal descriptions shall follow the Owner’s naming conventions.
 - 1. The Design-Builder shall record relevant information and requests for data on the transmittal form. On the form or an attached separate sheet, the Design-Builder shall call attention to deviations from the requirements of the Contract Documents, including minor variations and limitations.
 - 2. The Design-Builder shall include the Design-Builder's signed certification stating that the information submitted complies with the requirements of the Contract Documents.

1.4 SPECIFIC SUBMITTAL REQUIREMENTS:

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

1. The Design-Builder shall include the following information on Shop Drawings:
 - a. Dimensions.
 - b. Scale.
 - c. Identification of products and materials included.
 - d. Compliance with specified standards.
 - e. Notation of coordination requirements.
 - f. Notation of dimensions established by field measurement.
 2. The Design-Builder shall submit Coordination Drawings where required for the integration of different construction elements. The Design-Builder shall show construction sequences and relationships of separate components where necessary to avoid conflicts in the utilization of the space available.
 3. THE DESIGN-BUILDER SHALL ENCIRCLE, IDENTIFY WITH AN ARROW, OR OTHERWISE INDICATE DEVIATIONS FROM THE CONTRACT DOCUMENTS ON THE SHOP DRAWINGS.
 - a. THE DESIGN-BUILDER SHALL NOT USE COLORED HIGHLIGHTERS TO INDICATE SELECTIONS.
 4. The Design-Builder shall not allow Shop Drawing copies which do not have an appropriate final stamp or other marking indicating action taken by the Owner to be used for construction.
- B. Product Data: The Design-Builder shall collect Product Data into a single submittal for each element of construction or system.
1. The Design-Builder shall encircle and identify with an arrow, each copy to show which choices and options are applicable to the Project.
 - a. The Design-Builder shall not use colored highlights to indicate selection.
 2. Where Product Data has included information on several similar products, some of which are not required for use on the Project, or are not included in this submittal, the Design-Builder shall mark copies to clearly indicate which information is applicable.
 3. Where Product Data must be specially prepared for required products,

materials, or systems because standard printed data are not suitable for use, the Design-Builder shall submit as "Shop Drawings" not "Product Data."

4. The Design-Builder shall include the following information in Product Data:
 - a. Manufacturer's printed recommendations.
 - b. Compliance with recognized trade association standards.
 - c. Compliance with recognized testing agency standards.
 - d. Application of testing agency labels and seals.
 - e. Notation of dimensions verified by field measurement.
 - f. Notation of coordination requirements.
 5. The Design-Builder shall not submit Product Data until compliance with the requirements of the Contract Documents has been confirmed.
 6. The Design-Builder shall furnish copies of the final Product Data submittal to manufacturers, subcontractors, suppliers, fabricators, installers, governing authorities, and others as required for the performance of the Work. The Design-Builder shall show distribution on transmittal forms.
 - a. The Design-Builder shall not proceed with the installation of materials, products, and systems until a copy of Product Data applicable to the installation is in the installer's possession.
 - b. The Design-Builder shall not permit the use of unmarked copies of Product Data in connection with construction.
- C. Samples: The Design-Builder shall submit Samples physically identical to the material or product proposed for use; submit full-size, fully fabricated Samples, cured and finished in the manner specified.
1. The Design-Builder shall mount, display, or package Samples in the manner specified to facilitate a review of the qualities indicated. The Design-Builder shall prepare Samples to match the Designer's Sample where so indicated and include the following information:
 - a. Generic description of the Sample.
 - b. Size limitations.
 - c. Sample source.
 - d. Product name or name of manufacturer.
 - e. Compliance with recognized standards.
 - f. Compliance with governing regulations.

- g. Availability.
 - h. Delivery time.
 - 2. The Design-Builder shall submit a Sample log at the beginning of the project to the Owner based on the required samples per the submittals.
 - 3. In-place samples are only allowed with written approval by the Owner.
- D. Operating and Maintenance Manuals: Operating and Maintenance Manuals shall be initially submitted for review at the appropriate 30 percent completion stage of Work per requirements under these Sections. The Manuals will be reviewed and comments returned to the Design-Builder. Corrections shall be made before the submittal of the Manuals at subsequent completion levels for the Owner's review and at Project Close-out.
- E. In order to facilitate review of product data and shop drawings, they shall be noted, indicating by cross-reference the contract drawing sheet number, note, and specification paragraph numbers, where and what item(s) are used for, and where the item(s) occur in the Contract Documents.

1.5 THE OWNER'S ACTION:

- A. Except for submittals for the record, for information and similar purposes, where action and return on submittals is required or requested, the Owner will review each submittal, mark with appropriate "action," and where possible return within the time period allotted for the Owner's review. Where the submittal must be held for coordination, the Owner will so advise the Design-Builder without delay.
 - 1. Compliance with specified characteristics is the Design-Builder's responsibility and is not considered part of the Owner's review and indication of action taken.
- B. The Owner will take action in the PMIS whether the submittal returned is approved, approved as noted, no exceptions taken, make changes noted, or other similar type wording.
- C. The Owner's review of submittals is for design conformity and general conformance of the Contract Documents only and does not relieve the Design-Builder from responsibility for any deviations from the requirements of the Contract Documents. The Owner's review shall not be construed as a complete check nor shall it relieve the Design-Builder from responsibility for errors of any sort in shop drawings or schedules, or from the necessity of furnishing any Work required by the Contract Documents which may have been omitted on the shop

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drawings. The Owner's review of a separate item shall not indicate a review of the complete assembly in which it functions.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

3.1 SCHEDULE OF SUBMITTALS DESCRIPTION AND SUBMITTAL REGISTER

- A. General: The following is a description of each submittal type, specified in other Sections, required for the Contract. The Design-Builder shall include each submittal description in the Submittal Register included as part of this Section.
1. Product Data means submittals that provide calculations, descriptions, or other documentation regarding the work, including but not limited to:
 - a. Manufacturer's Catalog Data, which means data composed of information sheets, brochures, circulars, specifications, and product data, and printed information in sufficient detail and scope to verify compliance with requirements of the Contract Documents.
 - b. Manufacturer's Standard Color Charts, which means preprinted illustrations displaying choices of color and finish for a material or product.
 - c. Instructions, which means preprinted material describing the installation of a product, system, or material, including special notices and Material Safety Data Sheets, if any, concerning impedance, hazards, and safety precautions.
 - d. Reports, which mean reports of inspection and laboratory tests, including analysis, an interpretation of test results. Each report shall be properly identified. Test methods used and compliance with recognized test standards shall be described.
 - e. Test Reports, which means reports signed by an authorized official of a testing laboratory that a material, product, or system identical to the material, product or system to be provided has been tested in accordance with requirements specified by naming the test method and material. The test report must state the test was performed in accordance with the test requirements; state the test results; and

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indicate whether the material, product, or system has passed or failed the test. Testing must have been within three years of the date of award of this Contract.

- f. Warranties, which means items that include but are not limited to statements signed by responsible officials of a manufacturer of a product, system, or material attesting that the product, system, or material will perform its specific function over a specified duration of time. The statement must be dated, and include the name of the project, the Owner's name, and other pertinent data relating to the warranty. Any other terms and conditions of the Warranty must be approved in writing by the Owner.
2. Shop Drawings means graphic representations illustrating the relationship of various components of the work, schematic diagrams of systems, details of fabrications, layout of particular elements, connections, and other relational aspects of the Work, including but not limited to:
- a. Design Data, which means design calculations, mix designs, analyses, or other data written and pertaining to a part of the work.
 - b. Schedules, which means a tabular list of data or a tabular listing of locations, features, or other pertinent information regarding products, materials, equipment, or components to be used in the work.
 - c. Statements, which means documents, required of the Design-Builder, or through the Design-Builder by way of a supplier, installer, manufacturer, or other lower-tier contractor, the purpose of which is to further the quality or orderly progression of a portion of the work by documenting procedures, acceptability of methods or personnel, qualifications, or other verification of quality.
 - d. Factory Test Reports, which means written reports which include the findings of a test required to be performed by the Design-Builder or an actual portion of the work or prototype prepared for this project before it is shipped to the job site. The report must be signed by an authorized official of a testing laboratory and must state the test was performed in accordance with the test requirements; state the test results; and indicate whether the material, product, or system has passed or failed the test.
 - e. Field Test Reports, which means written reports which include the findings of a test made at the job site, in the vicinity of the job site, or

on a sample taken from the job site, on a portion of the work, during or after installation. The report must be signed by an authorized official of a testing laboratory or agency and must state the test was performed in accordance with the test requirements; state the test results; and indicate whether the material, product, or system has passed or failed the test.

- f. Certificates, which means statements signed by responsible officials of a manufacturer of a product, system, or material attesting that the product, system, or material meets specified requirements. The statements must be dated after the award of this contract, name the project, and list the specific requirements which it is intended to address.
 - g. Coordination Drawings which means the special type of Shop Drawings that show the relationship and integration of different construction elements that require close and careful coordination during fabrication or during installation to fit in the restricted space provided or to function as intended.
3. Samples, which means items that include both fabricated and non-fabricated physical examples of materials, products, and units of work as complete units or as portions of units of Work, including but not limited to:
- a. Color Selection Samples, which means samples of the available choice of colors, textures, and finishes of a product or material, presented over substrates identical in texture to that proposed for the work.
 - b. Sample Panels, which means assemblies constructed at the project site in a location acceptable to the Owner and using materials and methods to be employed in the Work; completely finished; maintained during construction; and removed at the conclusion of the Work or when authorized by the Owner.
 - c. Sample Installations, which means portions of an assembly or material constructed where directed and, if approved, retained as a part of the Work.
4. Record which means documentation to ensure compliance with an administrative requirement or to establish an administrative mechanism, including but not limited to:

- a. Operating and Maintenance Manuals, which means data intended to be incorporated in an Operating and Maintenance Manual.
 5. Test Reports of Existing Conditions which means documents describing existing conditions and operations of systems and components prior to the start of any Work. Testing shall be held in the presence of the Owner. Provide copies of the test reports to the Owner.
 6. Demonstration which means the physical operation of equipment and systems by factory-authorized representatives to demonstrate to the Owner's facility personnel the proper operation of systems. Provide all required documentation that certifies the completed demonstration.
 7. As-Built Drawings which means delineated documentation accurately depicting final installation location of components and systems of the Work.
 8. Shop Drawings in Electronic Format which means that when drawings are required all materials shall be provided in a format as directed by the Owner.
 9. Certification of Approved Disposal of Hazardous Materials which means the certification signed by the Design-Builder indicating legal disposal of hazardous materials.
 10. Spare Parts Memo which means the listing of spare parts required; refer to Section 01700 – PROJECT CLOSEOUT.
 11. UL Letter of Finding which means a document from Underwriters Laboratories Inc., attesting compliance with UL's standard for connection to an existing lightning protection system; a document from Underwriters Laboratories Inc., attesting compliance with UL's standard for UL Master Label.
 12. Equipment Check-Out Memos which means documents signed by the manufacturer's authorized representative stating that equipment has been installed and is operating in accordance with the manufacturer's specifications; refer to Section 01700 – PROJECT CLOSEOUT.
- B. Submittal Register: The Design-Builder is to maintain an accurate updated Submittal Register in the PMIS and will make it available at each scheduled OAC meeting with the Owner. The Submittal Register should include the following items:

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

END OF SECTION

SECTION 01350 - BUILDING INFORMATION MODELING REQUIREMENTS

PART 1 – GENERAL

1.01 DESCRIPTION

A. Glossary of Terms

1. Building Information Model (BIM)/Model, as defined in the National BIM Standard – United States® Version 3: The digital representation of physical and functional characteristics of a facility. As such it serves as a shared knowledge resource for information about a facility, forming a reliable basis for decisions during its life cycle from inception onwards.”
2. Level of Development (LOD): Describes the level of completeness to which a specific element within a model is developed for a given project. The Level of Development is accumulative and should progress over the course of the project.
3. BIM Project Execution Plan (BPxP): A plan that defines how BIM will be implemented throughout the project lifecycle.
4. Design Intent Model: The Model(s) from the design team that captures the intended design. This model is used for project BIM Use execution, digital design mock-ups, decision support, and coordination. The approved model is a contract document for submission to the Owner and for construction handover.
5. Construction Model: The Model(s) based on criteria that relates the facility’s fabrication and construction. These models are developed from the Design Intent Model during construction coordination. The files are typically combined using a cross-platform 3D model viewing software to accommodate subcontractor file formats and a higher LOD. This new information is reviewed by the design team for approval.
6. As-Built Model: The model(s) capturing conditions at the completion of construction. It should be initially based upon the Design Intent Model and increasingly incorporates information as construction progresses. This model may also include laser scan data. The As-built Model will contain accurate data on major equipment and systems for facilities management per BPxP requirements. The As-Built Model typically is updated by the Contractor from information provided by field team (i.g. digital markups, photography, and laser scans). It may be used during commissioning.
7. Attributes: descriptors that represent the characteristics of elements (e.g., name, length, weight, price, manufacturer, model, warranty information, etc.)
8. BIM Element Matrix: A structure that defines the elements to be modeled for each phase of the design and construction process.
9. BIM Use: A method of applying Building Information Modeling during a facility's

life-cycle to achieve one or more specific objectives, as defined by Kreider, R., and Messner, J. I. The Uses of BIM (2013). Pennsylvania State University, University Park, PA. <http://bim.psu.edu>

10. Construction Operations Building information exchange (COBie), as defined in the National BIM Standard – United States® Version 3: The format for the exchange of information about building assets such as equipment, products, materials, and spaces.
11. Data Security Protocol (DSP): A definition of the security requirements for data to be implemented for the project and incorporated into the BPxP.
12. Industry Foundation Class (IFC): The Industry Foundation Class (IFC) is a data standard (specification) maintained by buildingSMART International and accepted as ISO Standard 16739. It is intended to allow the exchange of building and construction industry data between software applications. It is a platform neutral, open file format specification that is not controlled by a single vendor or group of vendors.
13. Model: See Building Information Model.
14. Model Element: A portion of the model(s) representing a major component, assembly, or construction entity (part) which, in itself or in combination with other parts, fulfills a predominating function of a construction entity.
15. Model Element Author (MEA): The party responsible for creating or updating any given model element.
16. Model View Definition (MVD): An IFC View Definition, or Model View Definition, MVD, defines a subset of the IFC schema that is needed to satisfy one or many exchange requirements of the building industry. The method used and propagated by buildingSMART to define such Exchange Requirements is the Information Delivery Manual, IDM (also ISO/DIS 29481). An IFC Model View Definition defines a legal subset of the IFC Schema (being complete) and provides implementation guidance (or implementation agreements) for the IFC concepts (classes, attributes, relationships, property sets, quantity definitions, etc.) used within this subset.
17. OmniClass™: A classification system for the construction industry.
18. Owner: Person or entity that represents and controls financial interests of a property, building, or development.
19. Owner's Performance Requirements (OPR): The Owner's written documentation of the functional requirements of the building and expectations of how it will be used and operated. They include project and design goals, budgets, limitations, and schedules.
20. Organizational Standards: Standards unique to every Owner and include the Owner's written policies, procedures, and processes.

21. Primary Standards: Standards written typically by local, national, and international organizations and industry groups by consent or consensus that establish minimum levels of performance and quality and are used for comparative evaluation and verification of compliance. Primary Standards are often adopted by an agency, organization, industry, or government body.
22. Project Data: Project data is the written and graphical information used to plan, design, construct, and operate the building. It should include Model files (BIM, CAD); drawing files (CAD, electronic sheets such as PDFs, and/or plot files); electronic manuals; tabular/textual information derived from BIM (e.g., spreadsheets); and reference files necessary to supplement other project data.
23. Project Life Cycle: The full development of a building project from conception to demolition, including four phases (Planning, Design, Construction, and Operations).
24. Project Quality Management: a subset of project management that includes the actions required to ensure that the project will satisfy the needs for which it was undertaken. It consists of quality planning, quality assurance, and quality control.
25. Project BIM Team: typical members include the Owner, architect, engineers, contractors, subcontractors, and other stakeholders. The Project BIM Team members can vary by phase; stakeholders or participants will be introduced to and leave the Project BIM Team as the project progresses through its life cycle.
26. Record Model: The Model(s) prepared for operations and maintenance. Typically the Design Intent Model is used as a baseline and then is updated to incorporate applicable changes during construction. This is intended to be a “lightweight model” with enough detail to enable facilities management operations without overly detailed elements. The Record Model typically is updated by the designer with applicable RFI, ASI and Bulletin changes.
27. Reference Standards: Standards included by reference in Organizational Standards, Primary Standards, and Contract Documents carry the full force and effect of their requirements as if their entire text had been replicated in full where referenced. Care should be taken when including Reference Standards in an Organizational Standard, Primary Standard, or Contract Document to be specific whether compliance with the entire Reference Standard is required or whether only compliance with certain portions of the Reference Standard is required. Reference Standards not only reduce a primary document's size, but also improve a primary document's usefulness and effectiveness by relying on other standards-development organizations with better-suited expertise on particular subjects.

1.02 BIM REQUIREMENTS

- A. BIM Project Execution Plan: The Design-Builder will develop a BIM Project Execution Plan documenting the collaborative process, analysis technologies, and workflows in which BIM will be implemented throughout the lifecycle of the project. The Design-Builder will include a plan, prior to start of construction, which outlines the process for concurrent as-built

documentation for the Owner's review.

- B. Design Intent Model: The Design-Builder will develop a Design Intent Model that includes accurate and relevant geometry and facility information required to design the Project. The Design-Builder will update the Design Intent Model with applicable design revisions at agreed-upon intervals during Construction.
- C. Clash Detection: The Design-Builder will manage, coordinate design disciplines and perform clash detection analyses within the BIM Model at each milestone set by the BIM Project Execution Plan.
- D. As-Built BIM Model: The Design-Builder will validate and revise the Design Intent Model to produce a field-accurate As-Built BIM Model to be delivered to the Owner prior to final acceptance of the Work.
- E. BIM Meetings: The Design-Builder will facilitate coordination meetings as necessary to timely resolve design conflicts and/or coordination issues. Design changes made during this process will be properly documented by the Design-Builder and the As-Built BIM Model will be updated as necessary.

1.03 DESIGN-BUILDER'S RESPONSIBILITIES

- A. The Design-Builder's responsibilities include:
 - 1. Overall development and delivery of the As-Built BIM Model.
 - 2. Ensuring compliance with the BIM Project Execution Plan and related BIM Level of Development (LOD) Matrix.
 - 3. Development, coordination, publication, and verification that all BIM configurations are in place as required for the integration of the design phase and construction phase model information, elements, etc.
 - 4. Coordination of the file management procedures and protocols for the Design Intent Model and As-Built BIM Model.
 - 5. Coordination and set-up of shared file servers to be utilized for the BIM, including related access, permissions, protocols, etc.
 - 6. Preparation, assembly, and facilitation of the use of the Design Intent Model for design meetings, coordination meetings, and deliverables.
 - 7. Proper classification of all spaces, equipment, and components within the Design Intent Model and As-Built BIM Model.
 - 8. Schedule, coordinate, and facilitate BIM technical meetings.
 - 9. Facilitation of the use of trade models for the purpose of trade coordination and clash detection (when available or provided by trade contractors).
 - 10. Determine the project BIM geo-reference point(s) and ensure that the models from all design disciplines are properly referenced and coordinated with the geo-reference point(s). The Design Intent Model shall be geolocated, follow the State Plane Coordinate system, and have established BIM Shared Coordinates derived from existing control monuments found in the Tampa International Airport Geodetic Control Map.
 - 11. Serve as the interface between the Design-Builder and the Owner for BIM data and file transfers.
 - 12. Ensuring that the BIM design deliverables comply with Contract requirements.

13. Ensuring that the 2D Project drawings produced for bidding and construction purposes are properly derived from and adequately represent the information contained within the Design Intent Model and As-Built BIM Model.
14. Integration and/or coordination of the construction schedule with the BIM.
15. Updating the Design Intent Model and As-Built BIM Model for applicable design changes that occur after construction has commenced.
16. Coordination with subcontractor fabrication modelers as may be required for procurement and construction activities.
17. Developing the final As-Built BIM Model.

1.04 PROJECT REQUIREMENTS

- A. Visualization Requirements: The Design Intent Model will be utilized as-is to aid in visualizing and understanding the design during the early phases of the project.
- B. Sustainability Assets: When applicable, sustainability assets will be incorporated into the As-Built BIM Model.
- C. Asset Management/Documentation: When applicable, asset data will be incorporated in the As-Built BIM Model. .
- D. Coordination/Clash Detection: The Design-Builder will utilize Owner approved Authoring Software and Navisworks Manage as well as Newforma Konekt to coordinate design disciplines, trade partners and perform clash detection analyses.

1.05 BIM SOFTWARE AND INFORMATION EXCHANGE

- A. Design Tools: The Design-Builder will develop the design using the latest versions of Autodesk Revit for Architectural, structural, Mechanical, Electrical, Plumbing, Fire Protection, and Telecom/Technology content. Any deviations shall require approval from the Owner. The Design-Builder will not change software versions during the project without approval from the Owner. The Design-Builder will update the Revit version of the files at Final Completion and as needed for project progress and if there are software performance limitations.
- B. Information Exchange: The Design-Builder will use an electronic share platform as a means of sharing and storing BIM data.
- C. Owner's Use of Models: The Owner will have unlimited use of all BIM Models produced for the Project.

1.06 COORDINATION GUIDELINES

- A. Constructability Reviews:
 1. The Design Intent Model will be utilized for the purpose of constructability reviews. Use of the Design Intent Model for constructability review shall not be considered as in-kind replacement for reviewing the traditional printed 2D line drawing

documents but as a supplementary effort to improve the review process.

2. At each design phase, the model maturity shall be developed to the extent that it will generate the drawing document deliverables with the content, level of detail, and format as required by the BIM Project Execution Plan. The resulting output, depicted in traditional two-dimensional drawing format with drawing sheets organized by discipline, dimensioned, and detailed, shall serve as validation of the accuracy and completeness contained within the building information model(s).

B. Resolution of Interferences: The Design-Builder shall participate in the coordination meetings as necessary to timely resolve design conflicts and/or coordination issues. Design changes made during this process shall be properly documented by the Design-Builder and the Design Intent Model shall be updated as necessary.

C. Navisworks Requirements: Navisworks files will be created at all critical coordination milestones. This record format will document a coordinated section of the Design Intent Model, either by area of the building or between specific critical trades. The collision report showing all applicable collisions as either approved or resolved along with the Navisworks file will be uploaded together to the project collaboration system. A text or HTML document will also be uploaded which describes and references the approved coordination NWD File with respect to what has and has not been coordinated. Publish reports in a standard XML, HTML, or text format as created by Navisworks and agreed upon by the Design-Builder. Navisworks Reports will include the following information at a minimum:

1. Description of the collision report.
2. Date of collision report run.
3. List of all collisions detected in the Model, their status, and the proposed solution to resolve the conflicts.
4. Graphical representation of the model geometry corresponding to each collision detected in the Model.

1.07 PROJECT DELIVERABLE REQUIREMENTS (See Schedule below)

A. 30 Days after NTP

1. BIM Project Execution Plan.

B. Interim Design Submittals

1. Design Intent Model with Project and Site Data.
2. Two-dimensional drawing deliverables printed directly from the Design Intent Model in (individual and combined) PDF format.
3. A three-dimensional interactive review format of the Design Intent Model in the latest version of Autodesk Navisworks per Part 1 Contract.
4. A clash detection report including a resolution to the clash detected per Part 1 Contract.
5. A list of all submitted files. The list will include a description, directory, and file name for each file submitted. Identify files that have been produced from the submitted Design Intent Model.

6. Other Deliverables specified in the BIM Project Execution Plan.
- C. 100% Design Submittal.
1. Design Intent Model including site data.
 2. Two-dimensional drawing deliverables printed directly from the Design Intent Model in (individual and combined) PDF format.
 3. A three-dimensional interactive review format of the Design Intent Model in the latest version of Autodesk Navisworks.
 4. A clash detection report including a resolution to the clash detected. A list of all submitted files. The list will include a description, directory, and file name for each file submitted. Identify files that have been produced from the submitted Design Intent Model.
 5. Other Deliverables specified in the BIM Project Execution Plan.
- D. Final As-Built BIM and CAD Data Submittal.
1. Final As-Built BIM Model including applicable Request For Information (RFI), Architect Supplemental Instructions (ASI), and Change Order Requests (COR) for clear interpretations for disciplines agreed in BPxP. The Final As-Built BIM Model is intended to contain all views, legends, schedules, sheets, families, and groups necessary for the documentation of the project.
 2. Final Record Design Model including applicable Request For Information (RFI), Architect Supplemental Instructions (ASI), and Change Order Requests (COR) for disciplines agreed in the BPxP.
 3. Civil CAD files will be delivered in Civil 3D DWG format. Individual files should be bound and e-transmit making sure that no external reference is missing. CAD layer naming convention should follow the Owner's CAD standards agreed by the Owner's CAD-BIM Manager in the BPxP.
 4. Applicable Two-dimensional drawing deliverables printed directly from the As-Built BIM Model in (Individual and Combined) PDF format.
 5. A three-dimensional interactive review format of the Final As-Built BIM Model in the latest version of Autodesk Navisworks.
 6. Other Deliverables specified in the BIM Project Execution Plan.
 7. A list of all submitted files. The list will include a description, directory, and file name for each file submitted. Identify files that have been produced from the submitted As-Built BIM Model and Facility Attribute Data. The BIM Project Execution Plan will define additional intermediate deliverables for the project.

1.08 PROJECT CLOSE OUT

A. Documentation Methodology

1. During the construction process, the Design-Builder will incorporate applicable changes triggered by requests for information (RFIs), Supplemental Instructions, and Change Orders into the Architectural, Structural, and MEP design models.

At specified periods during the construction process, the General Contractor will document in their copy of the Revit BIM model(s), 3D Coordinated Navisworks

model(s), or on “red-line” drawings, applicable changes generated from shop drawings, coordination drawings, and field changes and share them with the Design-Builder. Optionally, the completed form of the in-place construction may also be verified at specified dates using laser scanning as needed. The Design-Builder will incorporate applicable changes differing from the basis of design included in the original construction documents. The finished model shall be reviewed for accuracy and completeness by the Design-Builder and the Owner prior to finalization.

- B. Final As-Built BIM Model: The Design-Builder will provide an As-Built BIM model including but not limited to applicable Architectural Systems, Engineering Systems, structural framing, partition systems with structure, flooring systems, partition systems with bulkheads, partition systems with expansion control, vertical transportation systems, specialty equipment, millwork and casework systems, horizontal ceiling systems with access openings, all finishes information, bulkheads, partitions, exterior skin systems with window openings, structure, roof edge conditions, parapets, roof penetrations, and equipment locations HVAC systems, piping, sewerage and/or conduit systems, HVAC duct runs, fire protection, lighting, power and data outlets, electrical conduits, ceiling grids layouts, audiovisual, security and communication distribution systems (cable trays, etc.)
- C. Operations and Maintenance Documentation: The Design-Builder will provide an As-Built BIM Model of exterior envelope and interior elements, fixtures, and equipment of sufficient quality and accuracy as is available from the manufacturer. Asset information collected during the design and construction process shall be included as agreed in BPxP Attachment 6.

1.09 WARRANTIES

- A. By approving and submitting the As-Built BIM Model to the Owner, the Design-Builder thereby represents that it has determined and verified applicable dimensions, relations to existing work, coordination with work, and verification of compliance with contractual requirements. The accuracy of all such information is the responsibility of the Design-Builder. The Owner will be entitled to rely upon the Design-Builder’s representation that such information in the As-Built BIM Model is correct and accurate.

END OF SECTION

Phase	Deliverable	File Type
Contract Award	BIM PxP	PDF
Planning	Design Models - LOD According to BIM PxP	Native BIM software by the PxP
Schematic Design	Design Models - LOD According to BIM PxP	Native BIM software by the PxP
Design Development	Design Models - LOD According to BIM PxP	Native BIM software by the PxP
Construction Documents	Design Models - LOD According to BIM PxP	Native BIM software by the PxP
Permitting / Conformance	Federated Design Model	Native Files
Permitting / Conformance	Federated Design Model	PDF and NWD Files
Construction - Approved Submittals	Federated Construction Model	NWD Files
Construction	Construction Models	Native Files
Project Closeout	As-built BIMs	Native Files
Project Closeout	Record BIMs	Native Files
Project Closeout	Federated BIM	NWD Files

SECTION 01370 - SCHEDULE OF VALUES

PART 1 - GENERAL

1.01 DESCRIPTION

- A. This Section includes requirements for the preparation and submission of a "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 with initial submittals and other administrative start-up activities, the Design-Builder shall submit a Schedule of Values to the Owner at the earliest feasible date, but in no case later than 14 days before the initial application for payment is to be submitted.
- D. Upon request by the Owner, the Design-Builder shall support values given with data that will substantiate their correctness.
- E. The Design-Builder shall use the Schedule of Values only as a basis for the Design-Builder's applications for payment.

1.02 FORM OF SUBMITTAL

- A. The Design-Builder 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 the 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 the Owner's 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 or modification log. This tracking mechanism will be directed by the Owner.
 - 5. Each Schedule of Values line item must be specific to one subcontractor once bought out.
 - 6. A column shall be used to identify the subcontractor or vendor that was awarded the Work or identified as not yet bought out.

7. The Current Schedule of Values column must tie back to a subtotal on the Subcontractor's Schedule of Values once a scope of work has gone through the buyout process.
 8. The Design-Builder may not add additional line items to the Schedule of Values without the Owner's approval unless new work is added by the Owner's Change Order or by Work Order. Work Orders that add or modify existing work shall modify the same line item on the Schedule of Values.
 9. After a scope of work is bought out, any buyout savings must be moved to the Design-Builder's Contingency Fund line item.
 10. 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.
 11. A column will be added to track funding sources if required by the Owner.
 12. Columns will be included to track the status of retainage and release of retainage.
- B. The Design-Builder shall organize the Schedule of Values utilizing the hierarchy structure provided in the Excel Schedule of Values Template. All Schedule of Value Line Items shall be categorized by main groups including Construction Cost of Work, Soft Costs, Part 2 Design Costs, Insurance Permitting and Bonds, and the Owner's Allowance. The Construction Cost of Work Schedule of Value Line Items must directly align with the Work Break Down Structure approved through the Baseline Schedule Approval process. Work Break Down Structure elements should be subtotaled within the Construction Cost of Work section of the Schedule of Values.

1.03 PREPARING SCHEDULE OF VALUES

- A. The Design-Builder shall prepare the Schedule of Values in coordination with the preparation of the Schedule. The Design-Builder shall correlate line items with other administrative schedules and forms required for the Work, including progress schedule, applications for payment, listing of subcontractors, schedule of allowances, schedule of alternatives, listing of products, principal suppliers and fabricators, schedule of submittals or other items required by the Owner.
- B. The Design-Builder shall provide a breakdown of the GMP Contract Sum in sufficient detail to facilitate the continued evaluation of applications for payment. The Design-Builder shall break down principal separate Contract amounts based on the Work Break Down Structure approved through the baseline schedule review process.
- C. The Design-Builder shall submit copies of the Schedule of Values to the Owner through the Owner's PMIS.
- D. Listing: The Design-Builder shall arrange the Schedule of Values with columns to indicate the generic name of the items; related Specifications Sections; subcontractors, suppliers, manufacturers, or fabricators; modifications; dollar value of items; and percentage of Guaranteed Maximum Price Contract Sum to nearest 1/100% and adjusted to total 100%.
- E. Margins of Cost:
1. The Design-Builder shall show line items of indirect costs and margins on actual costs, only to the extent such items will be individually listed in the applications

for payment.

2. 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 the Schedule of Values as General Conditions or General Requirements.
- F. The Design-Builder shall itemize separate line item costs for Work required by each Section of this Specification including conditions of the Contract.
1. The Cost of General Conditions of the Contract will be paid based on the percentage of the Work completed or actual cost and this cost will appear in the Design-Builder's monthly application for payment.
- G. For each line item which has an installed value of more than \$20,000.00, the Design-Builder shall require the Subcontractor's G703 line items to be broken down to list major products or operations. This value can be raised as needed with Owner approval.
- H. The Design-Builder shall make the sum of the total costs of all items listed in the Schedule of Values equal to the total Guaranteed Maximum Price Contract Sum.

1.04 REVIEW AND RESUBMITTAL

- A. After review by the Owner, the Design-Builder shall revise and re-submit the Schedule of Values as required.
- B. Schedule of Values Updating: The Design-Builder shall update and resubmit the Schedule of Values when modifications 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 01380 - PRE-CONSTRUCTION VIDEO

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Requirements of the Contract Documents, including Division 01.

1.2 SUMMARY

- A. Section includes: construction video

1.3 SUBMITTALS

- A. The Design-Builder shall submit a video of the entire construction site prior to the commencement of any Work. Video shall be submitted in a format approved by the Owner to the Owner's PMIS.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

3.1 PRE-CONSTRUCTION VIDEO

- A. Before starting construction or any new phase of construction, the Design-Builder shall record video of the site and surrounding properties from different points of view to accurately document the condition of the Worksite and adjacent areas. The Design-Builder shall record pre-existing conditions of the site and abutting properties obtained from several perspectives. The Design-Builder shall provide a narrative describing the vantage point and area being recorded.
 1. The Design-Builder shall take videos in sufficient numbers to show existing conditions adjacent to the property before starting the Work.
 2. The Design-Builder shall take videos of existing improvements adjoining the site in sufficient detail to record accurately the physical conditions at the start of construction.

END OF SECTION

SECTION 01390 - CONTROL OF WORK

PART 1 - GENERAL

1.01 AUTHORITY OF THE OWNER

The Owner has final authority regarding the interpretation of the Contract Documents. The Owner shall determine the acceptability of the quality of materials furnished, the method of performance of Work performed, and the manner and rate of performance 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 Design-Builder, 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 under the Contract. The Owner does not have the authority to accept work that does not conform to the Contract Documents.

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. Notwithstanding the foregoing, 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 the 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 the Owner's opinion, needed. Such determinations and 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, at no cost to the Owner, in accordance with the Owner's written orders. Such expenses could include any required testing or retesting (as determined at the sole discretion of the Owner).
- D. For the purpose of this section, the term "reasonably close conformity" will not be construed as waiving the Design-Builder'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 Design-Builder'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, after consultation with the FAA (if required) to use good architectural and engineering judgment in its determination as to issue Contract Modifications for Work that is not in strict conformity with the original Contract Documents but will provide a finished product equal to or better than that intended by the requirements of the original Contract Documents.
- F. The Owner will not be responsible for the Design-Builder's means, methods, techniques, sequences or procedures of construction or the safety precautions incident thereto.

1.03 COORDINATION OF CONTRACT DOCUMENTS

- A. The Contract Documents and all referenced standards cited are essential parts of the Contract requirements. If electronic files are provided and used on the Project and there is a conflict between the electronic files and hard copy plans, the Owner shall resolve the conflict. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of a discrepancy, the Design-Builder must bring the discrepancy to the Owner's attention for resolution. The Owner reserves the right to interpret any contractual discrepancies in its sole discretion.
- B. From time to time, discrepancies within cited testing standards occur due to the timing of the change, edits, and/or replacement of the standards. If the Design-Builder discovers any apparent discrepancy within standard test methods, the Design-Builder shall immediately ask the Owner for an interpretation and decision, and such decision shall be final.
- C. The Design-Builder shall not take advantage of any apparent error or omission on the plans or specifications. In the event the Design-Builder discovers any apparent error or discrepancy, Design-Builder shall immediately notify the Owner in writing requesting written interpretation and decision.
- D. 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, as determined by the Owner.

1.04 THE DESIGNER'S DRAWINGS

- A. The Drawings furnished by the Designer consist of general drawings showing such details as are necessary to give a comprehensive idea of the Work.
- B. When the Drawings do not show dimensions in detail, they will show general features and such details as necessary to give a comprehensive idea of the Work.
- C. Not all conflicts are known within the Project area. Not all conflicts are shown on the Drawings. The Design-Builder 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 the Work.

- D. No significant 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 the Designer as the Work progresses and copies will be furnished to the Owner and the Designer at the time of completion of the Project. An inspection or checking of the Design-Builder's field notes or layout work by the Owner or the Designer, and the acceptance of all or any part thereof will not relieve the Design-Builder of its responsibility to achieve the lines, grades, and dimensions shown in the Drawings and Specifications.

1.06 AUTHORITY AND DUTIES OF THE OWNER'S INSPECTORS

- A. The Owner's inspectors will be authorized to review all Work done and all materials furnished. Such review may extend to all or any part of the Work and to the preparation, fabrication, or manufacture of the materials to be used. The Owner's inspectors are not authorized to revoke, alter, or waive any provision of the Contract. The Owner's inspectors are not authorized to issue instructions contrary to the Drawings and Specifications or to act as a foreperson for the Design-Builder.
- B. The Owner's inspectors are authorized to notify the Design-Builder or its representatives of any failure of the Work or materials to conform to the requirements of the Contract, Drawings, or Specifications and to reject such nonconforming Work or materials until such issues can be referred to the Designer for review, recommendation and the Owner's approval.
- C. The Owner's 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 the Designer. The Owner or the Designer will be allowed access to all parts of the Work and will be furnished with such information and assistance by the Design-Builder as is required to make a complete and detailed inspection. Required assistance from the Design-Builder 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 the Designer requests it, the Design-Builder, 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 Design-Builder 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 no cost to the Owner.

- C. Provide advance written notice to the Owner of Work the Design-Builder plans to perform each week and each day. Any Work done or materials used without written notice and allowing opportunity for review by the Owner may be ordered removed and replaced at no cost to the Owner.
- 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 Design-Builder 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 this Part 2 Contract at no additional cost to the Owner.
- C. No removal of Work made under the provision of this paragraph shall be done without lines and grades having been established by the Owner. 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 unauthorized and will not be paid for under the provisions of the Contract. Work so done may be ordered removed or replaced at no cost to the Owner.
- D. Upon failure on the part of the Design-Builder to comply with any order of the Owner made under the provisions of this Section, the Owner will have the 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 paid, due to, or to become due to, the Design-Builder.

1.09 MAINTENANCE DURING CONSTRUCTION

The Design-Builder shall maintain the Work, as well as surrounding areas affected by the Work, during construction and until the Work is accepted. Maintenance shall constitute continuous and effective work prosecuted day by day, with adequate equipment and forces so that the work is maintained in a first-class condition at all times.

In the case of a contract for the placing of a course upon a course or subgrade previously

constructed, the Design-Builder shall maintain the previous course or subgrade during all construction operations.

All costs of maintenance work during construction and before the Project is accepted shall be included in the unit prices bid on the various contract items, and the Design-Builder will not be paid an additional amount for such Work.

1.10 FAILURE TO MAINTAIN THE WORK

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

PART 2 – PRODUCTS

Not used.

PART 3 – EXECUTION

Not used.

END OF SECTION

SECTION 01400 QUALITY CONTROL SERVICES

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Contract Documents..
- B. Design-Builder issued specifications: Division 02 through 34 as they pertain to the tasks and requirements of carrying out the quality control program including commissioning.

1.2 REFERENCES

- A. The publications listed below form a part of this specification to the extent referenced within the Contract Documents. The publications are referred to in the text by the basic designation only.
 - 1. FEDERAL AVIATION ADMINISTRATION (FAA)
 - a. FAA Advisory Circular (AC) 150/5370-2 (latest edition)
 - 2. HILLSBOROUGH COUNTY AVIATION AUTHORITY (Owner)
 - a. Owner's Construction Safety and Security Guidelines Manual
 - b. Owner's Design Criteria Manual
 - c. Tampa International Airport Sustainable Management Plan

1.3 DEFINITIONS

- A. Commissioning (Cx) - a systematic process of ensuring that all building systems meet the requirements and perform interactively according to the Contract Documents.
- B. Commissioning Agent (CA) – an individual who meets the qualification requirements and is experienced in leading the commissioning effort.
- C. Control – to guide and have influence over.
- D. Definable Feature of Work (DFOW) - a task that is separate and distinct from other tasks and has Control requirements and work crews unique to that task. A DFOW is identified by different trades or disciplines and is an item or activity on the construction schedule. For example, excavation, electrical, concrete, roofing, mechanical, HVAC, etc. are all definable features of the Work.
- E. Experienced – a minimum of five (5) years experience.
- F. Hillsborough County Aviation Authority (Owner) – An agent or approved representative having authority to act on behalf of the Owner.

PMIS
- G. Quality – conformance to the requirements established by the contract documents, specification, and drawings.

1.4 SUBMITTALS

- A. The following submittals shall be submitted through the Owner's PMIS for the Owner's

review and acceptance prior to the start of construction:

1. Construction Quality Control (QC) Plan
 2. CA's Resume
 3. Test and Inspection Register
- B. Submit the following to the Owner during construction by entering each of the items below into the PMIS database within the various timeframes indicated (or as approved in writing by the Owner):
1. QC Report: Submit the report electronically by 10:00 AM the next working day after each day that work is performed and for every seven consecutive calendar days of no-work.
 2. Design-Builder Production Report: Submit the report electronically by 10:00 AM the next working day after each day that work is performed and for every three consecutive calendar days of no-work.
 3. Preparatory Phase Meeting Minutes: Submit meeting minutes for each Preparatory Phase Meeting held by the end of the next working day following the meeting date.
 4. Initial Phase Inspection Meeting Minutes and Checklist(s): Submit meeting minutes and all checklists for each Initial Phase Inspection Meeting held by the end of the next working day following the meeting date.
 5. QC Specialist Reports: Submit the report electronically by 10:00 AM the next working day after each day that work is performed.
 6. Field Test Reports: Field test reports that do not require an engineer's or other third-party review, stamp, or certification, shall be submitted within two working days after the test is performed. Test reports requiring an engineer's or other third-party review, stamp, or certification, shall be submitted within five working days after the test is performed.
 7. Monthly Status Report of Tests: Submit the updated test register at the end of each month. The test register shall clearly indicate which tests have been completed and which tests have not been completed for the various systems requiring testing.
 8. Test plan and Test Register: Provide a copy of the final Test plan and Test Register to the Owner for inclusion into the final commissioning documentation.
 9. Rework Items List: As follow-up inspections, third-party inspections, AHJ inspections, engineer and architect field inspections, etc. occur, submit lists containing new rework items daily.
 10. QC Meeting Minutes: Submit QC meeting minutes within two working days after the meeting is held.
 11. QC Certifications: Submit QC Certifications as required by the paragraph entitled "QC Certifications."
 12. Special Inspection Reports: Submit Special Inspection reports within five working days of the inspection date.

1.5 QC PROGRAM REQUIREMENTS

- A. Establish and maintain a QC program as described in this specification section.
- B. Establish and maintain an effective QC program which produces a product that complies with the Contract Documents. A QC program comprises plans, procedures, and an organization that supports project design, construction, and commissioning. The QC program must cover all design, construction, and commissioning operations, both onsite and offsite, and be keyed to the contract design and construction sequence schedule.
- C. The QC program consists of a QC Organization, QC Plan, QC Plan Meeting(s), a Coordination and Mutual Understanding Meeting, submittal review and approval, periodic QC meetings, three phases of control, material receipt and storage inspections, testing, inspections, QC Certifications, independent Special Inspections, and documentation necessary to provide materials, equipment, workmanship, fabrication, construction, and operations which comply with the requirements of this Contract. The QC program must cover on-site and off-site work and be keyed to the project schedule. No construction work or testing may be performed unless the QC Manager, QC Assistant, or the QC Alternate Manager is on the Work site. The QC Manager must report directly to the Project Executive of the Design-Builder and not be subordinate to the Project Superintendent or the Project Manager. The QC Manager, Project Superintendent, and Project Manager must interact and work together efficiently and effectively. Although the QC Manager is the primary individual responsible for the coordination of QC efforts and tasks, all individuals will be held responsible for the quality of work on the job.

1.6 COMMISSIONING

- A. Commissioning (Cx) is a systematic process of ensuring that all building systems meet the requirements and perform interactively according to the Contract. The QC Program is a key to this process by coordinating, verifying, and documenting measures to achieve the following objectives:
 - 1. Verify and document that the applicable equipment and systems are installed in accordance with the design intent as expressed through the Contract Documents, according to the manufacturer's recommendations, and industry accepted standards.
 - 2. Verify and document that equipment and systems receive complete operational checkout by the Design-Builder.
 - 3. Verify and document proper performance of equipment and systems.
 - 4. Verify and document that the interaction between associated equipment and systems performs per the sequences of operation outlined in the contract documents.
 - 5. Verify that Operation and Maintenance (O&M) documentation is complete.
 - 6. Verify the training plan and training materials are accurate, and provide correct instruction and documentation on the critical elements of the products, materials, and systems in the constructed facility. Verify that all identified Owner operating and maintenance personnel are trained.
- B. Additional information and requirements for commissioning are specified in specification section 019100 - COMMISSIONING.
- C. For Work not subject to Commissioning, the Design-Builder shall performance verify check the equipment against pre-defined process requirements, ensuring continuous operation

within Specifications and compliance with quality standards, such as assurance of consistently high data quality and/or evidence of uninterrupted equipment reliability.

1.7 QC ORGANIZATION

A. Project Manager

1. The Project Manager shall be intimately involved in the management and enforcement of the QC program. The Project Manager shall be familiar with the Project QC requirements and take an active role in developing the QC plan, resolving QC issues, ensuring documentation of QC efforts and tasks, and other oversight of the QC program necessary to deliver the Project per the Contract Documents.

B. Project Superintendent

1. The Project Superintendent is the highest-level manager responsible for the overall construction activities at the site, including quality and production. The Project Superintendent will be held responsible for the quality of work and is subject to removal by the Owner for non-compliance with the quality requirements specified in the Contract. The Project Superintendent must maintain a physical presence at the site at all times and is responsible for all construction and related activities at the site, except as otherwise acceptable to the Owner.

C. QC Manager

1. Duties

- a. The Design-Builder will provide a QC Manager at the work site to implement and manage the QC program. The only duties and responsibilities of the QC Manager are to manage and implement the QC program on this Contract. The QC Manager is required to attend the partnering meetings, QC Plan Meetings, Coordination and Mutual Understanding Meetings, conduct periodic QC meetings, perform the three phases of control except for those phases of control designated to be performed by QC Specialists or other Special Inspectors as outlined in the QC Plan, perform submittal reviews, ensure testing is performed and provide QC certifications and documentation required in the Contract Documents. The QC Manager is responsible for managing and coordinating the three phases of control and documentation performed by the QC Specialists, testing laboratory personnel, and any other inspection and testing personnel required by the Contract Documents. The QC Manager is the manager of all QC activities. The QC manager is responsible for notifying the Special Inspector or Special Inspector of Record of activities which require their review. The QC Manager is responsible for coordinating Special Inspection activities.

2. Qualifications

- a. An individual with a minimum of eight (8) years combined experience in the following positions: QC Manager, Project Manager, Project Superintendent, Project Engineer, or Construction Manager on similar size and type construction contracts which included the major trades that are part of this Contract. The individual must have at least five (5) years of experience as a QC Manager. The individual must be familiar with the safety requirements of this Contract, and

have experience in the areas of hazard identification, safety compliance, and sustainability.

D. Commissioning Authority

1. Duties

- a. Provide a Commissioning Authority (CA) to conduct and document the commissioning requirements of this project per the specification section 019100 - COMMISSIONING. The CA shall be subordinate to the QC Manager. The CA directs and coordinates commissioning activities and submits commissioning reports to the Owner to meet the submittal and reporting requirements of the commissioning plan. The CA coordinates the actions of the QC Specialists, Testing Laboratory personnel, O&M Preparer, and other inspection and testing personnel to complete the required commissioning for this Contract.

2. Qualifications

- a. The CA must be certified as a commissioning professional by the Associated Air Balance Council (AABC) Commissioning Group (ACG), the Association of Energy Engineers (AEE), the American Society of Heating, Refrigeration, and Air Conditioning Engineers (ASHRAE), the Commissioning Process Management Professional (CPMP), the Building Commissioning Association (BCA), the National Environmental Balancing Bureau (NEBB), or the University of Wisconsin - Madison (UWM) or other similar certifying authority as approved in writing in the Owner's sole discretion. The CA is required to submit a resume providing education, experience, and management capabilities on at least two similar size and type contracts. The CA may not have a role as part of the construction management or supervision and must be with a third-party firm that is not affiliated with the Design-Builder's team.

E. Alternate QC Manager Duties and Qualifications

1. The Design-Builder will designate an alternate for the QC Manager at the work site to serve in the event of the designated QC Manager's absence. The period of absence may not exceed two weeks at one time, and not more than thirty (30) workdays during a calendar year. The qualification requirements for the Alternate QC Manager must be the same as for the QC Manager or as approved in writing in the Owner's sole discretion.

F. Assistant QC Manager Duties and Qualifications

1. The Design-Builder will provide an assistant to the QC Manager at the work site to perform the three phases of control, perform submittal review, ensure testing is performed, and prepare QC certifications and documentation as required by this Contract. The Assistant QC Manager must be on the work site during supplemental work shifts beyond the regular shift and perform the duties of the QC Manager during such supplemental shift work. The Assistant QC Manager must have a minimum of three (3) years of experience in the following positions: QC Assistant Manager, Project Superintendent, Project Engineer, or Construction Manager on similar size and type construction contracts which included the major trades that are part of this Contract. The individual must be familiar with the safety requirements of this Contract, and have experience in the areas of hazard identification, safety compliance, and

sustainability.

G. QC Specialists Duties and Qualifications

1. The Design-Builder will provide a separate QC Specialist at the work site for each of the areas of responsibilities as specified within the QC Plan who must assist and report to the QC Manager. The QC Specialist must have no duties other than their assigned QC duties. QC Specialists are required to attend the Coordination and Mutual Understanding Meeting, QC meetings, and be physically present at the construction site to perform the three phases of control and prepare documentation for each definable feature of work in their area of responsibility.
2. The QC Specialist shall be competent and have acceptable education, experience, training, certification, and/or licensing in their designated discipline.

H. Special Inspectors or Special Inspectors of Record

1. The Special Inspector (SI) or Special Inspector of Record (SIOR) must be an independent third party hired directly by the Design-Builder. The SI or SIOR must not be a company employee of the Design-Builder or any Sub-Contractor performing the work to be inspected. The SI or SIOR shall be qualified, certified, and/or licensed as required per their specialty.

I. Submittal Reviewer(s) Duties and Qualifications

1. The Design-Builder will provide a Submittal Reviewer(s), other than the QC Manager or CA, qualified in the discipline(s) being reviewed, to review and certify that the submittals meet the requirements of this Contract prior to certification or approval by the QC Manager.
2. Each submittal must be reviewed by a registered architect or professional engineer prior to review by the Submittal Reviewer(s).

J. QC Administrative Assistant

1. The Design-Builder will provide an Administrative Assistant at the work site until the work has been accepted. The primary duty is to assist the QC Manager in processing and maintaining files for submittals, preparing and publishing reports and meeting minutes. After primary duties are accomplished, other duties may be assigned provided the duties do not interfere with primary duties.

K. Acceptance of QC Personnel

1. The Owner reserves the right to interview any member of the QC organization at any time in order to verify the submitted qualifications. The Owner may require the removal of any individual for non-compliance with quality requirements specified in the Contract Documents.

1.8 QUALITY CONTROL (QC) PLAN

A. Acceptance of the Construction QC Plan

1. The Design-Builder will submit a QC Plan with the GMP. Acceptance of the QC Plan is required prior to the start of construction. Once construction begins, the Owner reserves the right to require changes in the QC Plan as necessary to conform to changes and developments in the project.

2. The only construction work that is authorized to proceed prior to the acceptance of the QC Plan is the mobilization of storage and office trailers, temporary utilities, and surveying.

B. Requirements of the QC Plan

1. Provide, for acceptance by the Owner, a Construction QC Plan submitted electronically through the PMIS that includes a table of contents, with major sections identified and bookmarked, with pages numbered sequentially, and that documents the proposed methods and responsibilities for accomplishing QC and commissioning activities during the construction of the Project. At a minimum, the plan shall contain the following:
 - a. QC ORGANIZATION:
 - 1) A chart showing the QC organizational structure.
 - b. NAMES AND QUALIFICATIONS:
 - 1) The Design-Builder will provide the names and qualifications, in resume format, for each person in the QC organization. Include the course certifications for the QC Manager and Alternate QC Manager as required by the paragraphs entitled "Construction Quality Management Training" and "Alternate QC Manager Duties and Qualifications."
 - c. DUTIES, RESPONSIBILITY AND AUTHORITY OF QC PERSONNEL:
 - 1) The Design-Builder will identify the project specific duties, responsibilities, deliverables, and authorities of each person in the QC organization.
 - d. OUTSIDE ORGANIZATIONS:
 - 1) The Design-Builder will provide a listing of outside organizations, such as architectural, consulting engineering firms, and subcontractors that will be employed by the Design-Builder and a description of the services these firms will provide. All major definable features of work shall be covered by this listing of organizations. Identify company names, addresses, points of contact, contact information, etc.
 - e. APPOINTMENT LETTERS:
 - 1) Letters signed by an officer of the firm appointing the QC Manager and Alternate QC Manager and stating that they are responsible for implementing and managing the QC program as described in this Contract. Include in this letter the responsibility of the QC Manager and Alternate QC Manager to implement and manage the three phases of control, and their authority to stop work which is not in compliance with the Contract. Letters of direction are to be issued by the QC Manager to the Assistant QC Manager and all other QC Specialists outlining their duties, authorities, and responsibilities. Include copies of the letters in the QC Plan.

- f. SUBMITTAL PROCEDURES AND SUBMITTAL REGISTER:
 - 1) The Design-Builder will provide a description of the procedures and processes for reviewing, approving, and managing submittals. Provide the name(s) of the person(s) in the QC organization authorized to review and certify submittals prior to overall approval by the Design-Builder. Provide the initial Submittal Register. This register shall list all required submittals per the contract documents. The register shall be maintained as required submittals are submitted, added, or not required due to changes or modifications in the Project. The submittal register shall be kept up-to-date and readily accessible for review by the Project team in the PMIS.
- g. TESTING LABORATORY INFORMATION:
 - 1) The Design-Builder will provide testing laboratory information as required by the Contract Documents in the PMIS. Identify testing laboratory company names, addresses, points of contact, contact information, and the definable features of work they are responsible for on this Project. Include company and/or personnel licenses, certifications, qualifications, affiliations, etc. as required by the various specifications.
- h. TEST PLAN AND TESTING REGISTER:
 - 1) The Design-Builder will provide a Test Plan and Test Register that identify the various tests required by the Contract Documents in the PMIS. The Test Plan shall reference the specification paragraph number requiring the test, the frequency, and the entity and/or person responsible for each test. The Test Register shall break down each definable feature of work (by area, floor, system, etc.) and be able to track which tests have been completed as well as which tests have not been completed. The Test Register shall be used to provide an overall status on the progress of testing.
- i. INSPECTION PLAN AND INSPECTION REGISTER:
 - 1) Provide an Inspection Plan and Inspection Register that identify the various inspections required by the Contract Documents in the PMIS. The Inspection Plan shall reference the specification paragraph number requiring the inspection, the frequency, and the entity and/or person responsible for each inspection. The Inspection Register shall break down each definable feature of work (by area, floor, system, etc.) and be able to track which inspections have been completed as well as which inspections have not been completed. The Inspection Register shall be used to provide an overall status on the progress of inspections.
- j. PROCEDURES TO COMPLETE REWORK ITEMS:
 - 1) The Design-Builder will provide a description of the procedures that will be employed to identify, record, track, and complete rework items in the PMIS. These procedures shall cover rework items identified during various stages of the project including initial and follow-up phase

inspections, close-in/concealment inspections, code and special inspector inspections, punchlist inspections, etc. The procedures shall include how rework items will be communicated to the respective responsible parties. The rework items list shall be readily available to all Project team members.

k. DOCUMENTATION PROCEDURES:

- 1) The Design-Builder will provide a description of how Project QC documentation will be recorded, tracked, reported, and stored. All Project QC documentation will be submitted into the PMIS. If hardcopies are required, describe the procedures for receiving and filing hardcopies and provide the location of where hardcopy files are kept. If electronic copies are required, describe the procedures; format of various deliverables; software used to enter, track, status, and store deliverables; and the location of where the files are stored. All Project QC documentation shall be readily available to all Project team members.

l. LIST OF DEFINABLE FEATURES:

- 1) A Definable Feature of Work (DFOW) is a task that is separate and distinct from other tasks and has control requirements and work crews unique to that task. A DFOW is identified by different trades or disciplines and is an item or activity on the construction schedule. Include in the list of DFOWs, but not be limited to, all critical path activities. Include all activities for which this specification requires QC Specialists or specialty inspection and testing personnel.

m. PROCEDURES FOR PERFORMING THE THREE PHASES OF CONTROL:

- 1) State the procedures used to ensure the three phases of control to manage the Project. Conduct the preparatory and initial phase meetings with the goal of obtaining quality construction by planning ahead and identifying potential problems for each DFOW. Perform follow-up inspections to assure that standards are continually met throughout the rest of construction.
- 2) Special inspections shall be identified, scheduled, and tracked as part of the QC plan.

n. PERSONNEL MATRIX:

- 1) A personnel matrix showing for each section of the specification who will review and approve submittals, who will perform and document the three phases of control, and who will perform and document the testing.

o. PROCEDURES FOR COMPLETION INSPECTIONS:

- 1) Procedures for identifying and documenting the completion inspection process. Include in these procedures the responsible party for close-in/concealment inspections, punch out inspection, pre-final inspection, and final acceptance inspection.

p. TRAINING PROCEDURES AND TRAINING REGISTER:

- 1) Describe the procedures for coordinating and documenting the training of personnel required by the Contract Documents. The training procedures shall clearly identify the prerequisites prior to training, who will receive training, the duration of training, any deliverables required prior to, or at the time of, training. Provide a Training Register that lists all of the required training and update the register as training is completed. The training register shall be used to provide an update on which training has been complete and what training is still outstanding.

q. ORGANIZATION AND PERSONNEL CERTIFICATIONS LOG:

- 1) Procedures for coordinating, tracking and documenting all certifications on subcontractors, testing laboratories, suppliers, personnel, etc. QC Manager will ensure that certifications are current, appropriate for the work being performed, and will not lapse during any period of the contract that the work is being performed.

C. Notification of Changes

1. Notify the Owner, in writing, of any proposed changes in the QC Plan or changes to the QC organization personnel, a minimum of 10 work days prior to a proposed change. Proposed changes are subject to acceptance by the Owner.

1.9 COORDINATION AND MUTUAL UNDERSTANDING MEETING

- A. After submission of the QC Plan, and prior to the Owner's approval and the start of construction, the QC Manager will meet with the Owner to present the QC program required by this Contract. When a new QC Manager is appointed, the coordination and mutual understanding meeting must be repeated.
- B. The purpose of this meeting is to develop a mutual understanding of the QC details, including documentation, administration for on-site and off-site work, design intent, commissioning, environmental requirements and procedures, coordination of activities to be performed, Special Inspections, and the coordination of the Design-Builder's management, production, and QC personnel. At the meeting, the Design-Builder will be required to explain in detail how the three phases of control will be implemented for each DFOW, as well as how each DFOW will be affected by each management plan or requirement as listed below:
 1. Waste Management Plan.
 2. Indoor Air Quality (IAQ) Management Plan.
 3. Procedures for noise and acoustics management.
 4. Environmental Protection Plan.
 5. Environmental regulatory requirements.
 6. Cx and/or Performance Verification Plan.
 7. Special Inspections.
 8. Coordination of Activities Plan.

- a. Coordinate activities included in various sections to ensure efficient and orderly installation of each component. Coordinate operations included under different sections that are dependent on each other for proper installation and operation. Schedule construction operations with consideration for indoor air quality as specified in the IAQ Management Plan. Coordinate pre-functional tests and startup testing with the commissioning CA.
9. Describe how the QC team will involve, interact, and support the Project superintendents and managers. This interaction is key so approved equipment and materials are installed correctly; rework items are identified, tracked, and corrected in a timely manner to minimize Project disruption; and construction activities are properly sequenced to accommodate inspections and testing.

C. Attendees

1. As a minimum, the Design-Builder's personnel required to attend include the Designer's representative, the Project Manager, the Project Superintendent, the QC Manager, Alternate QC Manager, Assistant QC Manager, QC Specialists, Special Inspector, Threshold Inspector, Commissioning Authority, Environmental Manager, and subcontractor superintendents and subcontractor QC representatives. Minutes of the meeting will be prepared by the QC Manager and signed by the Design-Builder, the Designer, and all participating subcontractors. Provide a copy of the signed minutes via the Owner's PMIS to all attendees and include the meeting minutes in the QC Plan.

1.10 QC MEETINGS

- A. After the start of construction, conduct weekly QC meetings by the QC Manager at the work site with the Project Superintendent, the QC Specialists, the Special Inspector, the Special Inspector of Record, the CA, and the foremen who are performing the work of the DFOWs. The Owner shall be invited to participate in these meetings but is not required to be present to conduct the meeting. The QC Manager is to prepare the minutes of the meeting and enter them into the approved PMIS database within two working days after the meeting. As applicable, accomplish the following at each meeting:
 1. Review the minutes of the previous meeting.
 2. Review the Project schedule and the status of Work and rework.
 3. Review the Work to be accomplished in the next two weeks and the documentation required to support the Work.
 4. Review the status of submittals, including but limited to mock ups.
 5. Identify and schedule when equipment and materials will be delivered to the site for inspection, offloading, and storage.
 6. Identify and schedule tests and inspections required to support construction.
 7. Resolve or provide steps to resolve QC and production problems (RFI, schedule modifications, elevate issue to higher authorities, etc.).
 8. Address items that may require revising the QC Plan.

9. Review Accident Prevention Plan (APP).
10. Review environmental requirements and procedures.
11. Review Waste Management Plan.
12. Review IAQ Management Plan.
13. Review Environmental Management Plan.
14. Review the status of training completion.
15. Review Cx Plan and progress.

1.11 DESIGN REVIEW AND DOCUMENTATION

A. Design Review

1. The QC Manager and CA must review design documents to verify that each assembly and system meets the design intent relative to functionality, aesthetics, interoperability, energy performance, water performance, maintainability, sustainability, system cost, indoor environmental quality, and local environmental impacts. Fully document the design review in a report and include in the Cx Report. Identify any discrepancies or issues for resolution prior to construction.

B. Contract Document Review

1. The QC Manager and CA must review the Contract Documents to verify that Cx is adequately specified, and that each commissioned system is likely to meet the design intent relative to functionality, interoperability, energy performance, water performance, maintainability, sustainability, system cost, indoor environmental quality, and local environmental impacts. Fully document the Contract Document review in a written report and include in the Cx report. Identify any discrepancies or issues for resolution prior to construction.

1.12 THREE PHASES OF CONTROL

A. Adequately cover both on-site and off-site work with the Three Phases of Control and include the following for each DFW.

B. Preparatory Phase Meetings

1. The Design-Builder shall notify the Owner at least two work days in advance of each preparatory phase meeting. The meeting will be conducted by the QC Manager and attended by the QC Specialists, the Project Superintendent, the CA, the Special Inspector, the Threshold Inspector, and the foreman responsible for the DFW. When the DFW will be accomplished by a subcontractor, that subcontractor's foreman must attend the preparatory phase meeting. Prepare minutes of the meeting and enter them into the Owner's PMIS database within two working days after the meeting.
2. As applicable, perform the following prior to beginning work on each DFW:
 - a. Review each paragraph of applicable specification sections.

- b. Review the Contract drawings.
- c. Verify that field measurements are as indicated on construction and/or shop drawings before confirming product orders.
- d. Verify that appropriate shop drawings and submittals for materials and equipment have been submitted and approved. Verify receipt of approved factory test results, when required.
- e. Review the test plan and register to ensure that provisions have been made to provide the required testing.
- f. Review the inspections register to identify all required inspections. Add inspection activities or inspection hold points to the Project schedule as a precursor prior to concealment, approval, acceptance, or further construction.
- g. Review special inspections required, the statement of special inspections and the schedule of special inspections.
- h. Discuss site investigations and examinations of the work area to ensure that the required preliminary work has been completed.
- i. Coordinate and schedule equipment and product deliveries to designated offloading and storage areas for inspection.
- j. Discuss specific controls used and construction methods, construction tolerances, workmanship standards, and the approach that will be used to provide quality construction by planning ahead and identifying potential problems for each DFOW.
- k. Review the Job Hazard Analysis (JHA) to ensure that applicable safety requirements are met, and that required Safety Data Sheets (SDS) are submitted.
- l. Review the Cx Plan and ensure all preliminary work items have been completed and documented.

C. Initial Phase Inspections

- 1. Notify the Owner at least two work days in advance of each initial phase inspection. When construction crews are ready to start work on a DFOW, conduct the initial phase with the QC Specialists, the Project Superintendent, the Special Inspector, the Threshold Inspector, and the foreman responsible for that DFOW. Observe the initial segment of the DFOW to ensure that the work complies with Contract requirements. Document the results of the initial phase inspection including any checklists or other field documentation and enter them into the Owner's PMIS database within two working days after the inspection. Repeat the initial phase for each new crew to work on-site, or when acceptable levels of specified quality are not being met.
- 2. As applicable, perform the following for each DFOW:
 - a. Establish level of workmanship and verify that it meets the minimum acceptable workmanship standards. Compare with samples and mock-ups as appropriate.
 - b. Verify field test equipment has been calibrated and is within the calibration date.

- c. Resolve any workmanship issues.
- d. Ensure that testing is performed by the approved laboratory.
- e. Check work procedures for compliance with the appropriate SPA to ensure that applicable safety requirements are met.
- f. Review project specific work plans (i.e. Cx, HAZMAT Abatement, Stormwater Management) to ensure all preparatory work items have been completed and documented.
- g. Coordinate scheduled work with special inspections required, the statement of special inspections and the schedule of special inspections.

D. Follow-Up Phase Inspections

- 1. Perform the following for on-going work daily, or more frequently as necessary, until the completion of each DFOW and document in the daily QC Report:
 - 2. Ensure the Work is in compliance with Contract requirements.
 - 3. Maintain the quality of workmanship required.
 - 4. Ensure that testing is performed by the approved testing agency or laboratory.
 - 5. Continue to verify that field test equipment has been calibrated and is within the calibration date.
 - 6. Ensure that rework items are being corrected.
 - 7. Conduct equipment and material receipt inspections.
 - 8. Examine the required materials, equipment, and sample work to ensure that they are on hand and conform to the approved shop drawings and submitted data and are properly stored.
 - 9. Assure manufacturers' representatives have performed necessary inspections if required and perform safety inspections.
- 10. Review the Cx Plan and ensure all work items, testing, and documentation has been completed.
- 11. Coordinate scheduled work with special inspections required, the statement of special inspections and the schedule of special inspections.

E. Additional Preparatory and Initial Phases

- 1. Conduct additional preparatory and initial phases on the same DFOW if the quality of on-going work is unacceptable, if there are changes in the applicable QC organization, if there are changes in the on-site production supervision or work crew, if work on a DFOW is resumed after substantial period of inactivity, or if other problems develop.

F. Notification of Three Phases of Control for Off-Site Work

- 1. Notify the Owner at least two weeks prior to the start of the preparatory and initial phases for off-site work.

1.13 SUBMITTAL REVIEW AND APPROVAL

A. Procedures for submission, review and approval of submittals are described in Section

01330 - DESIGN SUBMITTALS.

1.14 MATERIAL RECEIPT AND STORAGE INSPECTIONS

- A. All equipment and material delivered to the Project site shall be inspected and verified to the approved Project submittal. If material does not meet the requirements of the submittal, the material shall not be received or offloaded and shall be returned to the sender.
- B. Material shall be delivered in new condition. Packing shall not show signs of damage or mishandling.
- C. Equipment and material shall be delivered to designated receiving/storage areas for inspection, offloading, and storage.
- D. Handle and store equipment and materials in a manner as to prevent loss from theft, weather, and damage. Keep materials, products, and accessories covered and off the ground, and store in a dry, secure area. Prevent contact with other material or conditions that may cause corrosion, discoloration, or staining. Protect all material from damage by the activities of other trades. Any materials not kept in new condition will be subject to rejection by the Owner in its sole discretion.
- E. A material receipt inspection report shall be generated and submitted along with the daily QC report in the Owner's PMIS stating that material meets the requirements in this section. Attach any checklist used to inspect and receive the equipment and material.

1.15 TESTING

- A. Perform specified or required tests to verify that control measures are adequate to provide a product which conforms to Contract requirements.
- B. Upon request, furnish to the Owner duplicate samples of test specimens for possible testing by the Owner.
- C. Testing includes operation and/or acceptance tests when specified.
- D. Procure the services of an approved testing laboratory or establish an approved testing laboratory at the project site.
- E. Perform the following activities and record and provide the following data:
 - 1. Verify that testing procedures comply with contract requirements.
 - 2. Verify that facilities and testing equipment are available and comply with testing standards.
 - 3. Check test instrument calibration data against certified calibration standards.
 - 4. Verify that recording forms and test identification control number system, including all of the test documentation requirements, have been prepared.
 - 5. Record results of all tests taken, both passing and failing on the QC report for the date taken. Identify the specification paragraph reference, the location where tests were taken, and the sequential control number identifying the test. If approved by the Owner, actual test reports may be submitted later with a reference to the test number and date taken. Provide an information copy of tests performed by an offsite or commercial test facility directly to the Owner via the Owner's PMIS. Failure to

submit timely test reports as stated may result in nonpayment for related work performed and disapproval of the test facility for this Project.

F. Accreditation Requirements

1. Construction materials testing laboratories must be accredited by a laboratory accreditation authority and will be required to submit a copy of the Certificate of Accreditation and Scope of Accreditation. The laboratory's scope of accreditation must include the appropriate standards (e.g. ASTM E 329, C 1077, D 3666, D 3740, A 880, E 543) listed in the technical sections of the specifications. Laboratories engaged in Hazardous Materials Testing must meet the requirements of OSHA and EPA. The policy applies to the specific laboratory performing the actual testing, not just the Corporate Office.
2. The Owner retains the right to check laboratory equipment in the proposed laboratory and the laboratory technician's testing procedures, techniques, and other items pertinent to testing, for compliance with the standards set forth in the Contract.

G. Test Results

1. Cite applicable Contract requirements, tests or analytical procedures used. Provide actual results and include a statement that the item tested or analyzed conforms or fails to conform to specified requirements. If the item fails to conform, notify the Owner immediately via the Owner's PMIS.
2. Indicate in the Owner's PMIS for each test report whether the test report passed or failed. Test results must be signed by a testing laboratory representative authorized to sign certified test reports.

H. Test Reports and Monthly Summary Report of Tests

1. Furnish the signed reports, certifications, and a summary report of field tests at the end of each month to the Owner via the Owner's PMIS. Attach a copy of the summary report to the Design-Builder QC Report of each month. Provide a copy of the signed test reports and certifications to the CA for inclusion into the final commissioning documentation.

1.16 QC CERTIFICATIONS

A. QC Report Certifications

1. The QC Report must contain the following statement: "On behalf of the Design-Builder, I certify that this report is complete, correct, and equipment and material used along with the work performed during this reporting period is in compliance with the contract drawings and specifications to the best of my knowledge, except as noted in this report" signed by the QC Manager.

B. Redline and As-built Drawings Certifications

1. The QC Manager shall provide a certification, on behalf of the Design-Builder, along with the redline and as-built drawing submissions stating that the drawings have been reviewed and provide an accurate depiction of the actual field installed condition.

C. Completion Certifications

1. Upon completion of work under this Contract, or a portion thereof in the case of

phased completion, as part of the close out process, the QC Manager must furnish a certificate on behalf of the Design-Builder to the Owner attesting that "the work has been completed, inspected, tested, and is in compliance with the Contract."

1.17 CONCEALMENT INSPECTIONS

- A. Underground concealment inspections
 - 1. Prior to concealing underground work, the Design-Builder shall conduct concealment inspections to ensure that all construction below grade is complete and meets all Contract document requirements.
- B. Wall concealment inspections
 - 1. Prior to the completion of walls, the Design-Builder shall conduct concealment inspections to ensure that all construction within the wall is complete and meets all Contract document requirements.
- C. Ceiling concealment inspections
 - 1. Prior to the completion of ceilings, the Design-Builder shall conduct concealment inspections to ensure that all construction above the ceiling is complete and meets all Contract document requirements.
- D. Concealment inspection reports
 - 1. A report shall be generated by the Design-Builder stating that the required inspections have been performed by all parties and that the space is approved for concealment and submitted via the Owner's PMIS. Attach any checklists used during the inspection.

1.18 COMPLETION INSPECTIONS

- A. Punch-Out Inspection
 - 1. Near the completion of all work or any phased increment thereof, the QC Manager and the CA must conduct an inspection of the work and develop a "Completion List" of items which do not conform to the approved drawings, specifications and Contract and submit the Completion List via the Owner's PMIS. Include in the Punch-List any remaining items on the Completion List, which are open/incomplete prior to the Punch-Out Inspection. See Article 6 and Division 01 specification Section 01700 - PROJECT CLOSEOUT of the Contract. The QC Manager must make follow-on inspections to ascertain that all deficiencies have been corrected.

1.19 DOCUMENTATION

- A. Maintain current and complete records of on-site and off-site QC program operations and activities. Establish and maintain QC documentation in an electronic format within the Owner's PMIS, organized, bookmarked, searchable, and readily accessible to the Owner 24-hours a day, 7-days a week.
- B. Construction Documentation
 - 1. Reports are required for each day that work is performed and must be attached to the Design-Builder QC Report prepared for the same day and submitted via the Owner's

PMIS. Maintain current and complete records of on-site and off-site QC program operations and activities. Account for each calendar day throughout the life of the Contract. The Project Superintendent and the QC Manager must prepare and sign the Design-Builder Production and QC Reports, respectively.

C. Reports from the QC Specialist(s)

1. Reports are required for each day that work is performed in their area of responsibility and submitted via the Owner's PMIS. QC Specialist reports must include the same documentation requirements as the QC Report for their area of responsibility. QC Specialist reports are to be prepared, signed, and dated by the QC Specialists and must be attached to the QC Report prepared for the same day.

D. Test plan and Registers

1. As tests are performed, the CA and the QC Manager will record on the "Test plan and Register" the date the test was performed and the date the test results were forwarded to the Owner via the Owner's PMIS. Attach a copy of the updated "Test plan and Log" to the last daily QC Report of each month. Provide a copy of the final "Test plan and Register" to the CA for inclusion into the final commissioning documentation.

E. Rework Items Log

1. The QC Manager must maintain a log in the Owner's PMIS of work that does not comply with the Contract, identifying what items need to be reworked, the date the item was originally discovered, the date the item will be corrected by, and the date the item was corrected. There is no requirement to report a rework item that is corrected the same day it is discovered. Attach a copy of the "Rework Items Log" to the last daily QC Report of each month. The Design-Builder is responsible for including those items identified by the Owner for inclusion in the log.

F. Redline and As-Built Drawings

1. The QC Manager is required to ensure the redline, as-built drawings, and BIM, , are kept current on a daily basis and marked to show deviations which have been made from the Contract drawings. Ensure each deviation has been identified with the appropriate modifying documentation (e.g. Change Order, Request for Information (RFI), etc.). Upon completion of work, the QC Manager will furnish a certificate attesting to the accuracy of redline and as-built drawings prior to submission to the Owner.

1.20 NOTIFICATION OF NON-COMPLIANCE

- A. The Owner will notify the Design-Builder of any detected non-compliance with the Contract Documents. The Design-Builder shall take corrective action after receipt of such notice per the Contract requirements. Such notice, when delivered to the Design-Builder at the work site, is deemed sufficient for the purpose of notification. If the Design-Builder fails or refuses to comply promptly, the Owner may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to such stop orders will be made the subject of claim for extension of time for excess costs or damages by the Design-Builder.

PART 2 PRODUCTS

TPA / Airside D Development Program & Westside Checked Baggage Screening System Relocation and Upgrades

PART 3 Not Used
 EXECUTION
 Not Used

End of Section

SECTION 01405 – METHOD OF ESTIMATING PERCENTAGE OF MATERIAL WITHIN SPECIFICATION LIMITS
(PWL)

1.01 GENERAL

- A. When the Specifications provide for acceptance of material based on the method of estimating percentage of material within specification limits (PWL), the PWL will be determined in accordance with this Section or via an acceptable method of estimating percentage of material agreed to in writing by the Owner's Director of Construction or designee.
- B. All test results for a lot will be analyzed statistically to determine the total estimated percent of the lot that is within specification limits. The PWL is computed using the sample average (\bar{X}) and sample standard deviation (S_n) of the specified number (n) of sublots for the lot and the specification tolerance limits, L for lower and U for upper, for the particular acceptance parameter. From these values, the respective Quality index(s), Q_L for Lower Quality Index and/or Q_U for Upper Quality Index, is computed and the PWL for the lot for the specified n is determined from Table 1.
- C. There is some degree of uncertainty (risk) in the measurement for acceptance because only a small fraction of production material (the population) is sampled and tested. This uncertainty exists because all portions of the production material have the same probability to be randomly sampled. The Design-Builder's risk is the probability that material produced at the acceptable quality level is rejected or subjected to a pay adjustment. The Owner's risk is the probability that material produced at the rejectable quality level is accepted.
- D. IT IS THE INTENT OF THIS SECTION TO INFORM THE DESIGN-BUILDER THAT, IN ORDER TO CONSISTENTLY OFFSET THE DESIGN-BUILDER'S RISK FOR MATERIAL EVALUATED, PRODUCTION QUALITY (USING POPULATION AVERAGE AND POPULATION STANDARD DEVIATION) MUST BE MAINTAINED AT THE ACCEPTABLE QUALITY SPECIFIED OR HIGHER. IN ALL CASES, IT IS THE RESPONSIBILITY OF THE DESIGN-BUILDER TO PRODUCE AT QUALITY LEVELS THAT WILL MEET THE SPECIFIED ACCEPTANCE CRITERIA WHEN SAMPLED AND TESTED AT THE FREQUENCIES SPECIFIED.

1.02 METHOD FOR COMPUTING PWL

- A. The computational sequence for computing PWL is as follows:
 - 1. Divide the lot into n sublots in accordance with the acceptance requirements of the Specification.
 - 2. Locate the random sampling position within the subplot in accordance with the requirements of the Specification.
 - 3. Make a measurement at each location, or take a test portion and make the measurement on the test portion in accordance with the testing requirements of the Specification.

4. Find the sample average (X) for all subplot values within the lot by using the following formula:

$$X = (x_1 + x_2 + x_3 + \dots + x_n) / n$$

Where: X = Sample average of all subplot values within a lot

x_1, x_2 = Individual subplot values

n = Number of sublots

5. Find the sample standard deviation (S_n) by use of the following formula:

$$S_n = [(d_1^2 + d_2^2 + d_3^2) / (n-1)]^{1/2}$$

Where: S_n = Sample standard deviation of the number of subplot values in the set

$d_1, d_2,$ = Deviations of the individual subplot values $x_1, x_2,$... from the average value X

that is: $d_1 = (x_1 - X), d_2 = (x_2 - X) \dots d_n = (x_n - X)$

n = number of sublots

6. For single sided specification limits (i.e., L only), compute the Lower Quality Index Q_L by use of the following formula:

$$Q_L = (X - L) / S_n$$

Where: L = specification lower tolerance limit

Estimate the percentage of material within limits (PWL) by entering Table 1 with Q_L , using the column appropriate to the total number (n) of measurements. If the value of Q_L falls between values shown on the table, use the next higher value of PWL.

7. For double-sided specification limits (i.e. L and U), compute the Quality Indexes Q_L and Q_U by use of the following formulas:

$$Q_L = (X - L) / S_n \text{ and } Q_U = (U - X) / S_n$$

Where: L and U = specification lower and upper tolerance limits

Estimate the percentage of material between the lower (L) and upper (U) tolerance limits (PWL) by entering Table 1 separately with Q_L and Q_U , using the column appropriate to the total number (n) of measurements, and determining the percent of material above P_L and percent of material below P_U for each tolerance limit. If the values of Q_L fall between values shown on the table, use the next higher value of P_L or P_U . Determine the PWL by use of the following formula:

$$PWL = (P_U + P_L) - 100$$

Where: P_L = percent within lower specification limit

PU = percent within upper specification limit

EXAMPLE OF PWL CALCULATION

Project: Example Project

Test Item: Item P-401, Lot A.

A. PWL Determination for Mat Density.

1. Density of four random cores taken

from Lot A. A-1 96.60

A-2 97.55

A-3 99.30

A-4 98.35

n = 4

2. Calculate average density for

the lot. $X = (x_1 + x_2 + x_3 + \dots$

$\dots + x_n) / n$

$X = (96.60 + 97.55 + 99.30 + 98.35) / 4$

$X = 97.95\%$ density

3. Calculate the standard deviation for the lot.

$$S_n = [((96.60 - 97.95)^2 + (97.55 - 97.95)^2 + (99.30 - 97.95)^2 + (98.35 - 97.95)^2) / (4 - 1)]^{1/2}$$
$$S_n = [(1.82 + 0.16 + 1.82 + 0.16) / 3]^{1/2}$$
$$S_n = 1.15$$

4. Calculate the Lower Quality Index Q_L for the lot.

(L=96.3) $Q_L = (X - L) / S_n$

$Q_L = (97.95 - 96.30) / 1.15$

$Q_L = 1.4348$

5. Determine PWL by entering Table 1 with $Q_L = 1.44$

and n= 4. PWL = 98

B. PWL Determination for Air Voids.

1. Air Voids of four random samples taken from

Lot A. A-A-1 5.00

A-2 3.74

A-3 2.30

A-4 3.25

2. Calculate the average air voids for

the lot. $\bar{X} = (x_1 + x_2 + x_3 + \dots + x_n) / n$

$$\bar{X} = (5.00 + 3.74 + 2.30 + 3.25) / 4$$

$$\bar{X} = 3.57\%$$

3. Calculate the standard deviation S_n for the lot.

$$S_n = [((3.57 - 5.00)^2 + (3.57 - 3.74)^2 + (3.57 - 2.30)^2 + (3.57 - 3.25)^2) / (4 - 1)]^{1/2}$$

$$S_n = [(2.04 + 0.03 + 1.62 + 0.10) / 3]^{1/2}$$

$$S_n = 1.12$$

4. Calculate the Lower Quality Index Q_L for the lot.

$$(L = 2.0)$$

$$Q_L = (\bar{X} - L) / S_n$$

$$Q_L = (3.57 - 2.00) / 1.12$$

$$Q_L = 1.3992$$

5. Determine P_L by entering Table 1 with $Q_L = 1.41$ and $n = 4$.

$$P_L = 97$$

6. Calculate the Upper Quality Index Q_U for the lot. ($U = 5.0$)

$$Q_U = (U - \bar{X}) / S_n$$

$$Q_U = (5.00 - 3.57) / 1.12$$

$$Q_U = 1.2702$$

7. Determine P_U by entering Table 1 with $Q_U = 1.29$ and $n = 4$.

$$P_U = 93$$

8. Calculate Air Voids PWL

$$PWL = (P_L + P_U) - 100$$

$$PWL = (97 + 93) - 100 = 90$$

EXAMPLE OF OUTLIER CALCULATION (Reference ASTM E 78)

Project: Example Project

Test Item: Item P-401, Lot A.

A. Outlier Determination for Mat Density.

1. Density of four random cores taken from Lot A. arranged in descending order.

A-3 99.30

A-4 98.35

A-2 97.55

A-1 96.60

2. Use $n=4$ and upper 5 percent significance level of to find the critical value for test criterion = 1.463.

3. Use average density, standard deviation, and test criterion value to evaluate density measurements.

- a. For measurements greater than the average:

If: $(\text{measurement} - \text{average}) / (\text{standard deviation})$ is less than test criterion,

Then: the measurement is not considered an outlier

for A-3 Check if $(99.30 - 97.95) / 1.15$ greater than 1.463

1.174 is less than 1.463, the value is not an outlier

- b. For measurements less than the average:

If $(\text{average} - \text{measurement}) / (\text{standard deviation})$ is less than test criterion,

the measurement is not considered an outlier

for A-1 Check if $(97.95 - 96.60) / 1.15$ greater than 1.463

1.0 is less than 1.463, the value is not an outlier

NOTE: In this example, a measurement would be considered an outlier if the density was:

greater than $(97.95 + 1.463 \times 1.15) = 99.63$ percent or,

less than $(97.95 - 1.463 \times 1.15) = 96.27$ percent

TABLE 1. TABLE FOR ESTIMATING PERCENT OF LOT WITHIN LIMITS (PWL)

Percent Within Limits (PL and PU)	Positive Values of Q (QL and QU)							
	n=3	n=4	n=5	n=6	n=7	n=8	n=9	n=10
99	1.1541	1.4700	1.6714	1.8008	1.8888	1.9520	1.9994	2.0362
98	1.1524	1.4400	1.6016	1.6982	1.7612	1.8053	1.8379	1.8630
97	1.1496	1.4100	1.5427	1.6181	1.6661	1.6993	1.7235	1.7420
96	1.1456	1.3800	1.4897	1.5497	1.5871	1.6127	1.6313	1.6454
95	1.1405	1.3500	1.4407	1.4887	1.5181	1.5381	1.5525	1.5635
94	1.1342	1.3200	1.3946	1.4329	1.4561	1.4717	1.4829	1.4914
93	1.1269	1.2900	1.3508	1.3810	1.3991	1.4112	1.4199	1.4265
92	1.1184	1.2600	1.3088	1.3323	1.3461	1.3554	1.3620	1.3670
91	1.1089	1.2300	1.2683	1.2860	1.2964	1.3032	1.3081	1.3118
90	1.0982	1.2000	1.2290	1.2419	1.2492	1.2541	1.2576	1.2602
89	1.0864	1.1700	1.1909	1.1995	1.2043	1.2075	1.2098	1.2115
88	1.0736	1.1400	1.1537	1.1587	1.1613	1.1630	1.1643	1.1653
87	1.0597	1.1100	1.1173	1.1192	1.1199	1.1204	1.1208	1.1212
86	1.0448	1.0800	1.0817	1.0808	1.0800	1.0794	1.0791	1.0789
85	1.0288	1.0500	1.0467	1.0435	1.0413	1.0399	1.0389	1.0382
84	1.0119	1.0200	1.0124	1.0071	1.0037	1.0015	1.0000	0.9990
83	0.9939	0.9900	0.9785	0.9715	0.9671	0.9643	0.9624	0.9610
82	0.9749	0.9600	0.9452	0.9367	0.9315	0.9281	0.9258	0.9241
81	0.9550	0.9300	0.9123	0.9025	0.8966	0.8928	0.8901	0.8882
80	0.9342	0.9000	0.8799	0.8690	0.8625	0.8583	0.8554	0.8533
79	0.9124	0.8700	0.8478	0.8360	0.8291	0.8245	0.8214	0.8192
78	0.8897	0.8400	0.8160	0.8036	0.7962	0.7915	0.7882	0.7858
77	0.8662	0.8100	0.7846	0.7716	0.7640	0.7590	0.7556	0.7531
76	0.8417	0.7800	0.7535	0.7401	0.7322	0.7271	0.7236	0.7211
75	0.8165	0.7500	0.7226	0.7089	0.7009	0.6958	0.6922	0.6896
74	0.7904	0.7200	0.6921	0.6781	0.6701	0.6649	0.6613	0.6587
73	0.7636	0.6900	0.6617	0.6477	0.6396	0.6344	0.6308	0.6282
72	0.7360	0.6600	0.6316	0.6176	0.6095	0.6044	0.6008	0.5982
71	0.7077	0.6300	0.6016	0.5878	0.5798	0.5747	0.5712	0.5686
70	0.6787	0.6000	0.5719	0.5582	0.5504	0.5454	0.5419	0.5394
69	0.6490	0.5700	0.5423	0.5290	0.5213	0.5164	0.5130	0.5105
68	0.6187	0.5400	0.5129	0.4999	0.4924	0.4877	0.4844	0.4820
67	0.5878	0.5100	0.4836	0.4710	0.4638	0.4592	0.4560	0.4537
66	0.5563	0.4800	0.4545	0.4424	0.4355	0.4310	0.4280	0.4257
65	0.5242	0.4500	0.4255	0.4139	0.4073	0.4030	0.4001	0.3980
64	0.4916	0.4200	0.3967	0.3856	0.3793	0.3753	0.3725	0.3705
63	0.4586	0.3900	0.3679	0.3575	0.3515	0.3477	0.3451	0.3432
62	0.4251	0.3600	0.3392	0.3295	0.3239	0.3203	0.3179	0.3161
61	0.3911	0.3300	0.3107	0.3016	0.2964	0.2931	0.2908	0.2892
60	0.3568	0.3000	0.2822	0.2738	0.2691	0.2660	0.2639	0.2624
59	0.3222	0.2700	0.2537	0.2461	0.2418	0.2391	0.2372	0.2358
58	0.2872	0.2400	0.2254	0.2186	0.2147	0.2122	0.2105	0.2093
57	0.2519	0.2100	0.1971	0.1911	0.1877	0.1855	0.1840	0.1829
56	0.2164	0.1800	0.1688	0.1636	0.1607	0.1588	0.1575	0.1566
55	0.1806	0.1500	0.1406	0.1363	0.1338	0.1322	0.1312	0.1304

54	0.1447	0.1200	0.1125	0.1090	0.1070	0.1057	0.1049	0.1042
53	0.1087	0.0900	0.0843	0.0817	0.0802	0.0793	0.0786	0.0781
52	0.0725	0.0600	0.0562	0.0544	0.0534	0.0528	0.0524	0.0521
51	0.0363	0.0300	0.0281	0.0272	0.0267	0.0264	0.0262	0.0260
50	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

TABLE 1. TABLE FOR ESTIMATING PERCENT OF LOT WITHIN LIMITS (PWL)

Percent Within Limits (P _L and P _U)	Negative Values of Q (Q _L and Q _U)							
	n=3	n=4	n=5	n=6	n=7	n=8	n=9	n=10
49	-0.0363	-0.0300	-0.0281	-0.0272	-0.0267	-0.0264	-0.0262	-0.0260
48	-0.0725	-0.0600	-0.0562	-0.0544	-0.0534	-0.0528	-0.0524	-0.0521
47	-0.1087	-0.0900	-0.0843	-0.0817	-0.0802	-0.0793	-0.0786	-0.0781
46	-0.1447	-0.1200	-0.1125	-0.1090	-0.1070	-0.1057	-0.1049	-0.1042
45	-0.1806	-0.1500	-0.1406	-0.1363	-0.1338	-0.1322	-0.1312	-0.1304
44	-0.2164	-0.1800	-0.1688	-0.1636	-0.1607	-0.1588	-0.1575	-0.1566
43	-0.2519	-0.2100	-0.1971	-0.1911	-0.1877	-0.1855	-0.1840	-0.1829
42	-0.2872	-0.2400	-0.2254	-0.2186	-0.2147	-0.2122	-0.2105	-0.2093
41	-0.3222	-0.2700	-0.2537	-0.2461	-0.2418	-0.2391	-0.2372	-0.2358
40	-0.3568	-0.3000	-0.2822	-0.2738	-0.2691	-0.2660	-0.2639	-0.2624
39	-0.3911	-0.3300	-0.3107	-0.3016	-0.2964	-0.2931	-0.2908	-0.2892
38	-0.4251	-0.3600	-0.3392	-0.3295	-0.3239	-0.3203	-0.3179	-0.3161
37	-0.4586	-0.3900	-0.3679	-0.3575	-0.3515	-0.3477	-0.3451	-0.3432
36	-0.4916	-0.4200	-0.3967	-0.3856	-0.3793	-0.3753	-0.3725	-0.3705
35	-0.5242	-0.4500	-0.4255	-0.4139	-0.4073	-0.4030	-0.4001	-0.3980
34	-0.5563	-0.4800	-0.4545	-0.4424	-0.4355	-0.4310	-0.4280	-0.4257
33	-0.5878	-0.5100	-0.4836	-0.4710	-0.4638	-0.4592	-0.4560	-0.4537
32	-0.6187	-0.5400	-0.5129	-0.4999	-0.4924	-0.4877	-0.4844	-0.4820
31	-0.6490	-0.5700	-0.5423	-0.5290	-0.5213	-0.5164	-0.5130	-0.5105
30	-0.6787	-0.6000	-0.5719	-0.5582	-0.5504	-0.5454	-0.5419	-0.5394
29	-0.7077	-0.6300	-0.6016	-0.5878	-0.5798	-0.5747	-0.5712	-0.5686
28	-0.7360	-0.6600	-0.6316	-0.6176	-0.6095	-0.6044	-0.6008	-0.5982
27	-0.7636	-0.6900	-0.6617	-0.6477	-0.6396	-0.6344	-0.6308	-0.6282
26	-0.7904	-0.7200	-0.6921	-0.6781	-0.6701	-0.6649	-0.6613	-0.6587
25	-0.8165	-0.7500	-0.7226	-0.7089	-0.7009	-0.6958	-0.6922	-0.6896
24	-0.8417	-0.7800	-0.7535	-0.7401	-0.7322	-0.7271	-0.7236	-0.7211
23	-0.8662	-0.8100	-0.7846	-0.7716	-0.7640	-0.7590	-0.7556	-0.7531
22	-0.8897	-0.8400	-0.8160	-0.8036	-0.7962	-0.7915	-0.7882	-0.7858
21	-0.9124	-0.8700	-0.8478	-0.8360	-0.8291	-0.8245	-0.8214	-0.8192
20	-0.9342	-0.9000	-0.8799	-0.8690	-0.8625	-0.8583	-0.8554	-0.8533
19	-0.9550	-0.9300	-0.9123	-0.9025	-0.8966	-0.8928	-0.8901	-0.8882
18	-0.9749	-0.9600	-0.9452	-0.9367	-0.9315	-0.9281	-0.9258	-0.9241
17	-0.9939	-0.9900	-0.9785	-0.9715	-0.9671	-0.9643	-0.9624	-0.9610
16	-1.0119	-1.0200	-1.0124	-1.0071	-1.0037	-1.0015	-1.0000	-0.9990
15	-1.0288	-1.0500	-1.0467	-1.0435	-1.0413	-1.0399	-1.0389	-1.0382

14	-1.0448	-1.0800	-1.0817	-1.0808	-1.0800	-1.0794	-1.0791	-1.0789
13	-1.0597	-1.1100	-1.1173	-1.1192	-1.1199	-1.1204	-1.1208	-1.1212
12	-1.0736	-1.1400	-1.1537	-1.1587	-1.1613	-1.1630	-1.1643	-1.1653
11	-1.0864	-1.1700	-1.1909	-1.1995	-1.2043	-1.2075	-1.2098	-1.2115
10	-1.0982	-1.2000	-1.2290	-1.2419	-1.2492	-1.2541	-1.2576	-1.2602
9	-1.1089	-1.2300	-1.2683	-1.2860	-1.2964	-1.3032	-1.3081	-1.3118
8	-1.1184	-1.2600	-1.3088	-1.3323	-1.3461	-1.3554	-1.3620	-1.3670
7	-1.1269	-1.2900	-1.3508	-1.3810	-1.3991	-1.4112	-1.4199	-1.4265
6	-1.1342	-1.3200	-1.3946	-1.4329	-1.4561	-1.4717	-1.4829	-1.4914
5	-1.1405	-1.3500	-1.4407	-1.4887	-1.5181	-1.5381	-1.5525	-1.5635
4	-1.1456	-1.3800	-1.4897	-1.5497	-1.5871	-1.6127	-1.6313	-1.6454
3	-1.1496	-1.4100	-1.5427	-1.6181	-1.6661	-1.6993	-1.7235	-1.7420
2	-1.1524	-1.4400	-1.6016	-1.6982	-1.7612	-1.8053	-1.8379	-1.8630
1	-1.1541	-1.4700	-1.6714	-1.8008	-1.8888	-1.9520	-1.9994	-2.0362

PART 2 – PRODUCTS

Not used.

PART 3 – EXECUTION

Not used.

END OF SECTION

SECTION 01410 - TESTING LABORATORY SERVICES

PART 1 - GENERAL

1.01 PROCEDURE

A. Design-Builder's Testing Laboratory:

The Design-Builder will provide the services of an independent testing laboratory acceptable to the Owner to inspect and test the materials and methods of construction as hereinafter specified for compliance with the requirements of the Contract Documents and to perform such other specialized technical services as may be required by the Design-Builder or Owner to demonstrate compliance. Inspections or testing performed as part of the Design-Builder's operations will be included as part of the Work. Employment of a testing laboratory will in no way relieve the Design-Builder of its obligation to perform the Work in accordance with the Contract Documents.

B. Test Register:

The Design-Builder shall provide a Test Register identifying all required testing in accordance with the Contract Documents to be imported into the Owner's PMIS. The Test Register shall be kept updated and used to track test information including, but not limited to, date, time and location of tests.

1.02 QUALIFICATIONS OF DESIGN-BUILDER'S TESTING LABORATORY

A. The Testing Laboratory:

1. The Testing Laboratory selected will meet the basic requirements of ASTM E329 "Standard of Recommended Practice for Inspection and Testing Agencies for Concrete and Steel as Used in Construction." The Testing Laboratory will submit to the Owner a copy of the report of inspection of their facilities made by the Materials Reference Laboratory of the National Bureau of Standards during the most recent tour of such inspections and will submit a memorandum stating steps taken to remedy all deficiencies reported by this inspection.
2. The Testing Laboratory selected will meet "Recommended Requirements for Independent Laboratory Qualification", latest edition, as published by the American Council of Independent Laboratories.

B. Testing Machines:

Must be calibrated at intervals not exceeding 12 months by devices of accuracy traceable to the National Bureau of Standards or accepted values of natural physical constants.

C. Tests and Inspections:

Must be conducted in accordance with specified requirements, and if not specified, in accordance with the applicable standards of the American Society for Testing and Materials or other recognized and accepted authorities in the field.

1.03 AUTHORITIES AND DUTIES OF THE LABORATORY:

A. Attending Preconstruction Conferences:

The Testing Laboratory will obtain and review the Project plans and specifications with the Design-Builder as soon as possible prior to the start of construction. The Testing Laboratory will attend preconstruction conferences as required to coordinate materials inspection and testing requirements with the planned construction schedule. The Testing Laboratory will participate in such conferences throughout the course of the Project.

B. Outline Testing Program:

The Testing Laboratory will be responsible for outlining a written detailed testing program conforming to the requirements as specified in the Contract Documents and in consultation with the Design-Builder and the Owner. The testing program will contain an outline of inspections and tests to be performed with reference to applicable sections of the Contract Documents and Design-Builder's design drawings and specifications.

C. Cooperation:

The Testing Laboratory will cooperate with the Owner and the Design-Builder and provide qualified personnel promptly on notice.

D. Inspections, Sampling, Testing, Reports and Certifications:

1. The Testing Laboratory will perform the required inspections, sampling, and testing of materials as specified under each Section of the Contract Documents and observe methods of construction for compliance with the requirements of the Contract Documents.
2. The Testing Laboratory will perform all inspections and submit all reports and certifications as required by all governing authorities.

E. Notification of Deficiencies in the Work:

The Testing Laboratory will notify the Owner and the Design-Builder immediately via the Owner's PMIS of observed irregularities and deficiencies in the Work and other conditions not in compliance with the requirements of the Contract Documents.

F. Reports:

1. Information on Reports:

- a. The Testing Laboratory will submit copies of all reports of inspections and tests within 72 hours to the Owner's PMIS. All reports will contain at least the following information:

- (1) Project Name.
- (2) Project Number.
- (3) Date report issued.

- (4) Testing Laboratory name and address.
- (5) Name and signature of inspector.
- (6) Date of inspection and sampling.
- (7) Date of test.
- (8) Identification of product and Specification Section.
- (9) Location in the Project (utilize a drawing sheet with the inspection area highlighted).
- (10) Identification of inspection or test.
- (11) Record of weather conditions and temperature (if applicable).
- (12) Results of test regarding compliance with Contract Documents.
- (13) Deficiency log, including deficiencies from previous reports.

2. Copies:

- a. The Testing Laboratory will submit certified copies of all test and inspection reports promptly and directly to the following parties through the Owner's PMIS:

- (1) Owner.
- (2) Design-Builder.
- (3) Design-Builder's Registered Designer of Record.
- (4) supplier of the material tested.

3. Certification by Notary Public:

Upon completion of the job, the Testing Laboratory will furnish to the Owner a statement, under oath and notarized by a Notary Public, that all required tests and inspections were made in accordance with the requirements of the Contract Documents.

4. Accounting:

The Testing Laboratory will be responsible for separating and billing costs attributed to the Owner and costs attributed to the Design-Builder where appropriate, in accordance with the Contract Documents.

5. Obtaining Product and Material Certifications:

The Testing Laboratory will be responsible for obtaining all product and material certifications from manufacturers and suppliers as specified in the Specifications.

6. Limitations of Authority:

The Testing Laboratory is not authorized to revoke, alter, relax, enlarge upon or release any requirements of the Specifications or to approve or accept any portion of the Work or to perform any duties of the Design-Builder and its Subcontractors.

1.04 DESIGN-BUILDER'S RESPONSIBILITY

A. Cooperation:

The Design-Builder will cooperate with laboratory personnel and provide access to the Work and manufacturer's operations.

B. Furnishing Samples:

The Design-Builder will provide to the laboratory representative samples of materials proposed for use in the Work in quantities sufficient for accurate testing as specified.

C. Furnishing Labor, Equipment and Facilities:

The Design-Builder will furnish labor, equipment, and facilities as required for sampling and testing by the laboratory and otherwise facilitate all required inspections and tests.

D. Advance Notice:

The Design-Builder will be responsible for notifying the Testing Laboratory sufficiently in advance of operations to allow for assignment of personnel and scheduling of tests.

E. Payment for Substitution Testing:

The Design-Builder will arrange with the Testing Laboratory and pay for any additional samples and tests above those required by the Contract Documents as requested by the Design-Builder for its convenience in performing the Work.

F. Notification of Source Change:

The Design-Builder will be responsible for notifying the Owner and Testing Laboratory when the source of any material is changed after the original tests or inspections have been made.

G. Tests for Suspected Deficient Work:

If, in the opinion of the Owner, any of the Work of the Design-Builder is not satisfactory, the Design-Builder will make all tests that the Owner deems advisable to determine its proper construction. If the tests are unsatisfactory, the Design-Builder will bear all costs of tests at no cost to the Owner.

H. Associated Services: The Design-Builder shall cooperate with the Owner and with agencies performing required inspections, tests, and similar services and provide reasonable auxiliary services as requested. The Design-Builder shall notify the Owner and the agency sufficiently in advance of operations to permit the assignment of personnel. Auxiliary services required of the Design-Builder include but are not limited to the following:

1. Providing access to the Work and furnishing incidental labor and facilities necessary to facilitate inspections and tests.

2. Taking adequate quantities of representative samples of materials that require testing or assisting the agency in taking samples.

3. Providing facilities for storage and curing of test samples and delivery of samples to testing laboratories.

4. Providing the agency with a preliminary design mix proposed for use for materials mixes that require control by the testing agency.

5. Security and protection of samples and test equipment at the Project site.

1.05 PAYMENT OF TESTING LABORATORY

The Design-Builder will pay for the initial Testing Laboratory services for testing of materials for compliance with the requirements of the Contract Documents. The Design-Builder will pay for testing and retesting of materials that do not comply with the requirements of the Contract Documents and all other items as specified in these Specifications.

PART 2 - PRODUCTS

"Not Used"

PART 3 - EXECUTION

3.01 SCOPE OF WORK

The work to be performed by the Testing Laboratory will be as specified in this Section and as determined in meetings with the Owner and Design-Builder. These are the Owner's minimum requirements; more stringent requirements may be required by the technical specifications.

3.02 EARTHWORK

A. Tests of Proposed Fill Material (if applicable):

The Testing Laboratory will conduct a survey of the Design-Builder's proposed location of borrow soil materials and will establish the suitability of any proposed fill material by determining the required engineering properties. Soil tests will include soil classification by the Atterberg Limit Tests ASTM D 4318, and grain size determination by ASTM D 422 "Particle Size Analysis of Soils."

B. Moisture Density Relationship for Natural and Fill Materials:

The Testing Laboratory will provide one optimum moisture density curve for each type of soil, natural fill, imported fill, or on-site fill encountered in subgrade and fills under building slabs and paved areas. Curves will be generated in accordance with ASTM D 1557 "Test Methods for Moisture Density Relationships of Soils and Soil Aggregate Mixtures."

C. Quality Control Testing Required During Construction:

1. Inspection of Subgrade and Fill: The Testing Laboratory will inspect and approve the following subgrades and fill layers before further construction work is performed thereon:

a. Paved Areas and Building Slab Subgrade: Make at least one field density

test of the natural subgrade for every 2,500 square feet of paved area or building slab but in no case less than three tests. In each compacted fill layer or lift, make one field density test for every 2,500 square feet of building slab or paved area but in no case less than three tests.

- b. Foundation Wall Backfill: Make at least one field density test for each 200 lineal feet of wall with a minimum of four tests for each basement wall around the perimeter of the building and a minimum of one test for every other type of foundation wall on the Project site. Tests will be at random locations and elevations for each wall.

2. Field Density Tests:

Field Density Tests will be run according to ASTM D 1556 "Density of Soil in Place by the Sand Core Method," ASTM D 2167 "Density of Soil in Place by the Rubber Balloon Method" or ASTM D 2922 "Density of Soil and Soil Aggregate in Place by Nuclear Methods" as applicable.

3. Report Copies:

The Testing Laboratory will submit all moisture density curves and results of field density tests via the Owner's PMIS.

Additional Testing:

If reports by the Testing Laboratory indicate field densities lower than specified above, additional tests will be run by the Testing Laboratory with at least the frequencies scheduled above on recompacted fill and/or natural subgrade. The Testing Laboratory will notify the Design-Builder on a timely basis for any required retesting so as not to delay the Work. The costs of such tests will be borne by the Design-Builder.

Foundation:

- a. Mat and Dug Footing Subgrade Inspection: The Design-Builder's Geotechnical Engineer will provide inspection service of each mat and dug footing subgrade prior to placing foundation concrete. Such inspection will verify that field conditions are consistent with soil report test results and that the foundation is being installed in the proper soil strata at the proper elevation. The Design-Builder's Geotechnical Engineer will submit written field inspection reports promptly after inspection via the Owner's PMIS.
- b. Field Inspection: The Design-Builder's Geotechnical Engineer will provide inspection of drilled pier installation.
- c. Pier Load Test: The Design-Builder's Geotechnical Engineer will supervise the test pier program and submit a written report via the Owner's PMIS.

D. Extent of Services for Reinforcing Steel for Concrete:

1. When reinforcing steel has arrived at the Project site, the Design-Builder will inspect the reinforcing steel to determine the following:
 - a. The bars will be free from defects and will have a workmanlike finish.
 - b. Deformations will be of the proper sizes, shapes, and spacing as detailed in ASTM A 615.
 - c. The bars will not have excessive rust and/or pelting.
 - d. The bars will not have any unusual twists or bends.

2. Identified Stock:

Where job material is taken from bundles as delivered from the mill, is properly identified as to heat number and is accompanied by mill and analysis test reports, such material will be used without further local tests provided an affidavit is given from the supplier to the Design-Builder that the materials conform with the requirements of the ASTM Specification listed on the Structural Drawings. In case of controversy, the procedure as stipulated below for unidentified stock will be followed.

3. Unidentified Stock:

- a. For all unidentified stock, the Testing Laboratory will secure samples of the reinforcing steel bars at the time of inspection. The samples will conform to the following:
 - (1) The sample will include two bars for each ten tons or fraction thereof of each bar size, heat number, and manufacturer being shipped.
 - (2) The sample bars will be a minimum of 24-inches in length and will be identical to the material being shipped.
 - (3) The Testing Laboratory will tag each of the steel bundles with the laboratory identification tag and appropriately mark the samples corresponding to the steel being inspected and shipped. The fabricator will supply shipping lists showing the weight of each bar to the Testing Laboratory for tensile strength tests and bend tests according to ASTM A 615.

3.03 CONCRETE MATERIALS AND POURED IN PLACE CONCRETE, OTHER THAN P-501 CONCRETE PAVING

A. Tests of Portland Cement:

1. Mill certificates certifying that the cement has been tested and meets the requirements of the Specification will be acceptable as test results, provided the cement proposed for use can be identified with test lots. Mill certificates will be submitted by the Design-Builder prior to the use of any such material.

2. Retesting of cement will be required if:
 - a. In the opinion of the Testing Laboratory the cement has been damaged in storage or transit or is in any way defective.
 - b. The cement has been in storage at the mixing site for over 30 days.
3. Compressive strength cube specimens will be made at the start of the job and at a frequency of one set per 250 tons of cement or whenever the source or brand of cement changes so that the quality of cement can be observed throughout the Project. Each set of two-inch cubes will consist of four cubes tested according to ASTM C 109 at 28-day strengths.

B. Tests of Aggregates:

1. The Testing Laboratory will verify that concrete aggregates proposed for use conform to the following specifications:
 - a. ASTM C 33 "Specification for Concrete Aggregates"
 - b. ASTM C 330 "Specification for Lightweight Aggregates for Structural Concrete"
2. Tests of aggregates by the Testing Laboratory will be made before the concrete mix is established and thereafter as the character of the aggregate changes and whenever the service of materials is changed. The following tests will be required:
 - a. Sampling: The Testing Laboratory will secure samples of aggregate in accordance with ASTM D 75 from the concrete supplier. The proposed aggregate will not be used until the pit source has been approved by the Testing Laboratory and the plant capacity and ability to produce products has been verified.
 - b. Sieve Analysis: ASTM C 136.
 - c. Organic Impurities: ASTM C 40.
 - d. Soundness: ASTM C 88.
 - e. Abrasion of Concrete Aggregate: ASTM C 131.
 - f. Specific Gravity: ASTM C 127 (coarse aggregate), ASTM C 128 (fine aggregate).
 - g. Deleterious Materials: ASTM C 33.
 - h. Materials Passing No. 200 Sieve: ASTM C 177.
3. Supplier records of such tests run on the proposed material will be adequate provided a written affidavit is furnished as a shop drawing submittal.

- C. Concrete Mix Designs:
1. The Design-Builder will submit for approval by the Design-Builder's licensed design professional and Testing Laboratory, at least 15 days prior to the start of construction, concrete mix designs for each class of concrete indicated on the Structural Drawings and in the Specifications. The Design-Builder will not begin work until the applicable mix design has been approved.
 2. The Design-Builder acting in conjunction with the Design-Builder's concrete supplier and Testing Laboratory will submit in writing the mix designs, indicating whether the concrete is to be proportioned by either of the following methods as outlined in ACI 318:
 - a. Field Experience Method
 - b. Laboratory Trial Batch Method
 3. When field experience methods are used to select concrete proportions, establish proportions as specified in ACI 301 and ACI 211. When Testing Laboratory trial batches are used to select concrete proportions, the procedure as outlined in ACI 318 will be followed. Prepare test specimens in accordance with ASTM C192 and conduct strength tests in accordance with ASTM C39.
 4. The Design-Builder will submit the required types of concrete and compressive strengths as specified in the various sections of the Specifications.
 5. All mix designs will state the following information:
 - a. Mix design number or code designation by which the Design-Builder will order the concrete from the supplier.
 - b. Structural member for whom the concrete is designed (i.e. columns, walls footings, etc.).
 - c. Type of concrete (whether normal weight or lightweight).
 - d. 28 day compressive strength.
 - e. Aggregate type, source, size, gradation, fineness modulus.
 - f. Cement type and brand.
 - g. Fly ash type and brand (if any).
 - h. Admixtures including air entrainment, water reducers, accelerators, and retarders.
 - i. Slump.
 - j. Proportions of each material used.

- k. Water cement ratio and maximum allowable water content.
- l. Method by which the concrete is intended to be placed (bucket, chute, or pump).

D. Concrete Suppliers Record of Quality Control:

The concrete supplier's past record of quality control will be used in the design of the concrete mixes to determine the amount by which the average concrete strength $f'c$ should exceed the specified $f'c$ as outlined in ACI 318. If a suitable record of test results is not available, the average strength must exceed the design strength by 1200 PSI as specified in ACI 318. After sufficient data becomes available from the job, the statistical methods of ACI 214 may be used to reduce the amount by which the average strength must exceed $f'c$ as outlined in ACI 318.

E. Admixtures:

1. Admixtures to be used in concrete will be subject to the approval of the Testing Laboratory.
2. Quantities of admixtures to be used will be in strict accordance with the manufacturer's instructions.
3. Admixtures containing chloride ions will not be used.
4. Air entraining admixtures will conform to "Specification for Air Entraining Admixtures for Concrete" ASTM C260.
5. Water reducing admixtures, retarding admixtures, accelerating admixtures, water reducing and retarding admixtures and water reducing and accelerating admixtures will conform to "Specification for Chemical Admixtures for Concrete" ASTM C494.
6. Fly ash or other Pozzolons used as admixtures will conform to "Specification for Fly Ash and Raw or Calcined Natural Pozzolons for use in Portland Cement Concrete" ASTM C618. Obtain mill test reports for approval.
7. Use amounts of admixtures as recommended by the manufacturer for climatic conditions prevailing at the time of placing. Adjust quantities of admixtures as required to maintain quality control.

F. Lightweight Structural Concrete:

1. Comply with requirements of ACI 211 and ACI 301.
2. Lightweight concrete aggregate will conform to ASTM C 330 "Specification for Lightweight Aggregates for Structural Concrete."
3. Provide concrete with a dry unit weight of not more than 116-pounds per cubic foot and not less than 95-pounds per cubic foot. Design mix to produce strengths

as indicated on the Drawings with a split cylinder strength factor ($f_{ct}/f'c$) 0.5) of not less than 5.3 (Mpa) and a drying shrinkage limit of 0.03% at 28 days.

G. Slump Limits:

Refer to Drawings and Specifications for slump limits.

H. Adjustments of Concrete Mixes:

Mix design adjustments may be requested by the Design-Builder when characteristics of materials, job conditions, weather, test results, or other circumstances warrant. Such mix design adjustments will be provided at no additional cost to the Owner. Any adjustments in approved mix designs, including changes in admixtures, will be submitted in writing to the Designer for approval prior to field use.

I. Shrinkage:

All concrete will be proportioned for a maximum allowable unit shrinkage of 0.03% at 28 days as determined by ASTM C157.

J. Chloride Ion Content:

A written submittal will be made with each mix design proposed for use on the Project that no soluble chloride ion exists in the concrete mixes.

K. Concrete Test Cylinders by the Testing Laboratory:

Molding and Testing: Cylinders for strength tests will be molded and Testing Laboratory cured in accordance with ASTM C31 "Method of Making and Curing Concrete Test Cylinders in the Field" and testing in accordance with ASTM C39 "Method of Testing for Compressive Strength of Cylindrical Concrete Specimens".

L. Field Samples:

Field Samples for strength tests will be taken in accordance with ASTM C172 "Method of Sampling Fresh Concrete".

M. Frequency of Testing:

Each set of test cylinders will consist of a minimum of four standard test cylinders. A set of test cylinders will be made according to the following frequency guidelines:

1. One set for each class of concrete taken not less than once a day.
2. Piers: One set for each 50 cubic yards or fraction thereof.
3. Spread Footings: One set for each 50 cubic yards or fraction thereof.
4. Foundation Walls: One set for each 150 cubic yards.
5. Pier Caps and Spread Footings: One set for each 50 cubic yards or fraction

thereof.

6. Floors: One set for each 150 cubic yards or fraction thereof but not less than one set for each 5000 square feet of floor area.
7. Columns: One set for each 50 cubic yards or fraction thereof with a minimum of two sets per floor.
8. All Other Concrete: A minimum of one set for each 150 cubic yards or fraction thereof.
9. No more than one set of cylinders at a time will be made from any single truck.
10. The above frequencies assume that one batch plant will be used for each pour. If more than one batch plant is used, the frequencies cited above will apply for each plant used.
11. The cylinders will be numbered, dated, and the point of concrete placement in the building recorded. Of the four cylinders per set, break one at seven days, two at 28 days, and one automatically at 56 days, only if either 28-day cylinder break is below the required strength.

N. Additional Cylinder for Floor Form Stripping:

One additional cylinder per set will be required for the formed slab and pan joist floors for the purpose of evaluating the concrete strength at the time of form stripping. This cylinder will be stored on the floor where form removal is to occur under the same exposure conditions as the floor concrete. The cylinder will be cured under field conditions in accordance with ASTM C31 "Method of Making and Curing Concrete Test Specimens in the Field". Field-cured test cylinders will be molded at the same time and from the same samples as Testing laboratory-cured test specimens. The cylinder will be broken at the time of form removal as directed by the Design-Builder.

O. Cylinder Storage Box:

The Design-Builder will be responsible for providing a protected concrete cylinder storage curing box at a point on the Project site mutually agreeable with the Testing Laboratory for the purpose of storing concrete cylinders until they are transported to the Testing Laboratory. Cylinder storage curing box must meet ACI guidelines.

P. Transporting Cylinders:

The Testing Laboratory will be responsible for transporting the cylinders to the Testing Laboratory in a protected environment such that no damage or ill effect will occur to the concrete cylinders until they are transported to the Testing Laboratory.

Q. Information on Concrete Test Reports:

1. The Testing Laboratory will make and distribute concrete test reports after each job cylinder is broken. Such reports will contain the following information:

- a. Truck number and ticket number.
 - b. Concrete Batch Plant.
 - c. Mix design number.
 - d. Accurate location of pour in the structure.
 - e. Strength requirement.
 - f. Date cylinders made and broken.
 - g. Technician making cylinders.
 - h. Concrete temperature at placing.
 - i. Air temperature at the point of placement in the structure.
 - j. Amount of water added to the truck at the batch plant and at the Project site and whether it exceeds the amount allowed by the mix design.
 - k. Slump.
 - l. Unit weight.
 - m. Air content.
 - n. Cylinder compressive strengths with the type of failure if the concrete does not meet Specification requirements. Seven-day breaks are to be flagged if they are less than 60% of the required 28-day strength. 28-day breaks are to be flagged if either cylinder fails to meet Specification requirements.
2. Other Required Tests of Concrete by the Testing Laboratory (unless noted otherwise):
- a. Slump Tests: (ASTM C143) will be made at the beginning of concrete placement for each batch plant and for each set of test cylinders made.
 - b. Air Entrainment: (ASTM C233) tests will be made at the same time slump tests are made as cited above.
 - c. Concrete Temperature: Will be measured at the same time slump tests are made as cited above.
 - d. Chloride Ions: If calcium ions are not approved, the following will not apply. If calcium ions are permitted per requirements of Concrete Section(s) of the Specifications, comply with the following.
 - (1) The Design-Builder will have Testing Laboratory verify in a written submittal with the mix designs that the chloride ion

concentration will not exceed the limits specified.

- (2) Tests will be run for each class of concrete according to AASHTO Designation T260-82 "Sampling and Testing for Total Chloride Ion in Concrete and Concrete Raw Materials" to determine that the maximum chloride ion content does not exceed the limits stated in the Concrete Section(s) of the Specifications. One set of tests will be run at the beginning of the Project for each class of concrete.

R. Evaluation and Acceptance of Concrete:

1. Strength Test: Will be defined as the average strength of two 28 day cylinder breaks from each set of cylinders.
2. Quality Control Charts and Logs: The Testing Laboratory will keep the following quality control logs and charts for each class of concrete containing more than 2,000 cubic yards. The records will be kept for each batch plant and submitted via Owner's PMIS on a weekly basis with cylinder test reports:
 - a. Number of 28 day strength tests made to date.
 - b. 28 day strength test results containing the average of all strength tests to date, the high test result, the low test result, the standard deviation, and the coefficient of variation.
 - c. Number of tests under specified 28 day strength.
 - d. A histogram plotting the number of 28 day cylinders versus compressive strength.
 - e. Quality control chart plotting compressive strength test results for each test.
 - f. Quality control chart plotting the moving average for strength where each point plotted is the average strength of three previous test results.
 - g. Quality control chart plotting the moving average for range where each point plotted is the average of ten previous ranges.

S. Acceptance Criteria:

1. The strength level of an individual class of concrete will be considered satisfactory if both of the following requirements are met:
 - a. The average of all sets of three consecutive strength tests equal or exceed the required $f'c$.
 - b. No individual strength test (average of two 28 day cylinder breaks) falls below the required $f'c$ by more than 500 PSI.

2. If either of the above requirements is not met, the Testing Laboratory will immediately notify the Design-Builder and Owner by email. Steps will immediately be taken to increase the average of subsequent strength tests.

T. Investigation of Low Strength Concrete Test Results:

1. Design-Builder Responsibility for Low Strength Concrete:

If any strength test of Testing Laboratory cured cylinders falls below the required f'c by more than 500 PSI, the Design-Builder will take steps immediately to assure that the load carrying capacity of the structure is not jeopardized. The Design-Builder will notify the Owner via email of a low strength result prior to any testing occurring.

2. Nondestructive Field Tests:

The Testing Laboratory will, under the direction of Design-Builder, perform nondestructive field tests of the concrete in question using Swiss Hammer, Windsor Probe, or other appropriate methods as approved by the Design-Builder and report the results in the same manner as for cylinder test reports.

3. Core Tests:

- a. If the likelihood of low strength concrete is confirmed and computations indicate that the load carrying capacity of the structure has been significantly reduced, tests of cores by the Testing Laboratory, drilled from the area in question under the direction of the Design-Builder or Owner, will be required in accordance with ASTM C42 "Method of Obtaining and Testing Drilled Cores and Sawed Beams of Concrete". In such case, three cores will be taken for each strength test more than 500 PSI below required f'c.

- b. If concrete in the structure will be dry under service conditions, cores will be air dried (temperature 60° to 80°F, relative humidity less than 60 %) for seven days before test and will be tested dry. If concrete in the structure will be more than superficially wet under service conditions, cores will be immersed in water for at least 48 hours and tested wet. The Design-Builder will fill all holes made by drilling cores with an approved drypack concrete.

4. Acceptance Criteria for Core Tests:

Concrete in an area represented by core tests will be considered structurally adequate if the average of three cores is equal to at least 85% of f'c and if no single core is less than 75% of f'c. If approved by the Design-Builder and Owner, locations of erratic core strengths may be retested to check testing accuracy.

5. Cost of Investigations for Low Strength Concrete:

The costs of all investigations of low strength concrete will be borne by the

Design-Builder.

U. Concrete Inspection by the Testing Laboratory:

1. The following types of concrete inspection will be provided by the Testing Laboratory for the classes of concrete described in each type of inspection:
 - a. Continuous concrete inspection at the point of discharge at the Project site. This type of inspection includes the following classes of concrete:
 - (1) Mat Foundations or any other foundation types where more than two columns are supported on a common foundation unit.
 - (2) All architectural concrete.
 - (3) Columns.

The Testing Laboratory will assign the required number of technicians with the necessary equipment for each scheduled concrete placement to provide continuous concrete inspection at the point of discharge at the Project site.

- b. The Testing Laboratory will assign a technician with the necessary equipment to each scheduled concrete placement. The technician will proceed to the Project Site for the first truckloadings to inspect the mix at the point of discharge. The technician will remain at the Project site to inspect the mix for the required consistency for the duration of the concrete placement.

V. Job Site Inspection:

1. The scope of the work to be performed by the inspection on the Project site will be as follows:
 - a. Verify that air temperatures at the point of placement in the structure are within acceptable limits defined above prior to ordering of concrete by the Design-Builder.
 - b. Inspect concrete upon arrival to verify that the proper concrete mix number, type of concrete, and concrete strength is being placed at the proper location.
 - c. Inspect plastic concrete upon arrival at the Project site to verify proper batching. Observe mix consistency and adding of water as required to achieve target slumps in mix designs. Record the amount of water added permissible per the mix design. The responsibility for adding water to trucks at the Project site will rest only with the Design-Builder's designated representative. The Design-Builder is responsible for verifying that all concrete placed in the field is in conformance to the Contract Documents.
 - d. Obtain concrete test cylinders.
 - e. Perform slump tests and air entrainment tests.

- f. Record information for concrete test reports.
- g. Verify that all concrete being placed meets Specifications. Report concrete not meeting the specified requirements and immediately notify the Design-Builder, batch plant inspector, and Owner.
- h. Pick up and transport to Testing Laboratory cylinders cast the previous day.
- i. Check concrete placing techniques to determine that concrete deposited is uniform and that vertical drop does not exceed six feet.
- j. The Project site laboratory inspector will report any irregularities that occur in the concrete at the Project site or test results to the Design-Builder and Owner via email.

2. Cause for Rejection of Concrete:

- a. The Design-Builder will reject all concrete delivered to the Project site that does not comply with ASTM C 94 or any of the following reasons:
 - (1) Wrong class of concrete (incorrect mix design number).
 - (2) Air temperature: Air temperature limits will be as follows:
 - (a) Cold Weather: Air temperature must be 40°F and rising.
 - (b) Hot Weather: Air temperature must be cooler than 100°F.
 - (c) Concrete may be placed at other air temperature ranges only with approval of the Designer.
 - (3) Concrete with temperatures exceeding 95°F may not be placed in the structure.
 - (4) Air contents outside the limits specified in the mix designs.
 - (5) Water added outside the limits specified in the mix designs.
 - (6) Slumps outside the limits specified in the mix designs.
 - (7) Excessive Age: Concrete will be completely discharged within 90 minutes of plant departure or before it begins to set if sooner than 90 minutes unless approved by the Designer.
- b. The Design-Builder will be responsible for verifying that all concrete placed in the field is in conformance with the Contract Documents.
- c. Concrete Batch Trip Tickets: All concrete batch trip tickets will be

collected and retained by the Design-Builder. Compressive strength, slump, air, and temperature tests will be identified by reference to a particular trip ticket. All tickets will contain the information specified in ASTM C 94. Each ticket will also show the amount of water that may be added in the field for the entire batch that will not exceed the specified water cement ratio for the design mix. The Testing Laboratory will immediately notify the Design-Builder and Owner of tickets not meeting the criteria specified.

3.04 STRUCTURAL STEEL

A. Contract Obligations:

1. The Design-Builder will pay for all initial shop and field inspections and tests as required during the fabrication and erection of the structural steel.
2. The Design-Builder will pay for and arrange with the Testing Laboratory for the certification of all shop and field welders. Each bolting crew and welder will be assigned an identifying symbol or mark and all shop and field connections will be so identified so that the inspector can refer back to the person or crew performing the work unless otherwise directed by the Designer in writing. The costs of all retesting of material or workmanship not in conformance with the Contract Documents will be borne by the Design-Builder. The fabricator and erector will provide the Testing Laboratory inspector with access to all places where work is being done. A minimum of 24 hours notification will be given prior to commencement of work.
3. The Design-Builder will provide the Testing Laboratory with the following:
 - a. A complete set of Design-Builder's licensed design professional's reviewed shop and erection drawings including all revisions and addenda.
 - b. Cutting lists, order sheets, material bills, shipping bills and mill test reports.
 - c. Information as to time and place of all rollings and shipment of material to shops.
 - d. Representative sample pieces requested for testing.
 - e. Full and ample means and assistance for testing all material.
 - f. Proper facilities, including scaffolding, temporary work platforms, hoisting facilities, etc., for inspection of the work in the mills, shop and field.

B. Testing Laboratory Responsibility:

1. The inspection of shop work by the Testing Laboratory will be performed in the fabricator's shop to the fullest extent possible. Such inspections will be in sequence, timely, and performed in such a manner as to minimize disruptions in

operations and to permit the repair of all nonconforming work while the material is in process in the fabricating shop. Inspection of field work will be completed promptly so that corrections can be made without delaying the progress of the work.

2. Inspections will be performed by qualified technicians with a minimum of two years experience in structural steel testing and inspection. All inspection personnel will be certified in accordance with AWS QC-1. The Testing Laboratory will provide test reports of all shop and field inspections. Shop test reports will include shop welders certifications. All test reports will indicate types and locations of all defects found during inspection, the measures required and performed to correct such defects, and statements of final approval of all welding and bolting of shop and field connections and other fabrication and erection data pertinent to the safe and proper welding and bolting of shop and field connections. In addition to the parties listed in this Specification, the fabricator and erector will receive copies of all test reports.

C. Rejection of Material or Workmanship:

The Owner, Design-Builder, and Testing Laboratory reserve the right to reject any material or workmanship not in conformance with the Contract Documents at any time during the progress of the Work. However, this provision does not allow waiving the obligation for timely, in sequence inspections.

D. Mill Tests of Structural Steel:

Mill Order Steel: The fabricator will furnish certified mill test reports and an affidavit stating that the structural steel furnished meets the requirements of the grade specified on the structural drawings for all mill order steel. In case of controversy, tests of the material according to ASTM A6 or A568, as applicable, made by the Testing Laboratory with certified test reports will be made to verify conformity with ASTM standards. Tests will be made for each 10 tons of material used, unless approved otherwise by the Designer.

E. Local Stock Steel:

1. Materials taken from stock by a fabricator for use for structural purposes must be of a quality at least equal to that required by the ASTM specifications applicable to the classification covering the intended use. Certified mill test reports will be accepted as sufficient record of the quality of materials carried in stock by the fabricator provided the stock steel can be identified by heat or melt numbers. In case of controversy, tests by the Testing Laboratory with certified reports as specified for mill order steel will be required.
2. If tests are required, test specimens will be taken by the Design-Builder under the direction of its Testing Laboratory and will be machined by the Testing Laboratory to dimensions as required by the applicable ASTM standards.

F. Shop Inspections and Tests:

1. The Testing Laboratory will provide inspection at the designated fabrication shops

for the designated periods of time to perform shop inspection and tests. The designated fabrication shops and time periods of inspection will be determined in consultation with the Design-Builder and Owner prior to the start of fabrication in a timely manner so as to not delay the fabrication process. The Design-Builder will cause the following tests and inspections to be performed:

- a. Review shop drawings and shop procedures with fabricator's supervisory personnel.
- b. Request and obtain necessary mill certifications of steel and verify proper material throughout the duration of the Project.
- c. Verify welding qualifications either by prequalification or by witnessing qualification tests.
- d. Verify welder qualifications either by certification and/or by retesting. Obtain welder certificates.
- e. Check layout and dimensions of jigs and fixtures for multiple fabrication, joint preparation, and fit up of members.
- f. Verify welding electrodes to be used and other welding consumables as the Project progresses.
- g. Check preheating procedures for uniformity and thoroughness through the full thickness of the material. Inspect preheating and interpass temperatures for conformance to AWS D1.1, Table 4.2. Verify procedure for control of distortion and shrinkage stresses.
- h. Verify procedures for welding in accordance with applicable portions of Section 4, "Technique", AWS D1.1.
- i. Inspect welding equipment for capacity, maintenance, and working condition.
- j. Perform random dimensional checks of completed members.
- k. Provide inspection of surface preparation for coating and coating operations.
- l. Check shipping preparation schedules and obtain copies of shipping lists.
- m. Check bolted connections according to inspection procedures outlined in the "Specification for Structural Joints" using ASTM A325 or A490 Bolts.
- n. Make visual inspection of welding in progress for size, length, and quality.
- o. Perform nondestructive examination services for various weldments of shop fabrication determined in consultation with the Design-Builder prior to the start of fabrication. The testing agency will submit recommendations to the Design-Builder for approval as to the type of

nondestructive inspection methods best suited to the member being tested. Specifically, the Testing Laboratory will provide a qualified technician with the necessary equipment to perform the following:

- (1) Nondestructive examination: conduct in accordance with the specific requirements for the item being examined including radiographic, ultrasonic, magnetic particle, or dye penetrate inspection. All nondestructive inspection procedures will conform to Section 6 of AWS D1.1.
 - (2) Interpret, record, and report all results of the nondestructive tests.
 - (3) Mark for repair any area not meeting Specifications requirements. Correction of rejected welds will be made in accordance with Paragraph 3.7, "Corrections," AWS D1.1.
 - (4) Re-examine all repair areas and interpret, record, and report the results of examinations of repair welds.
- p. Verify that quality of welds meets the requirements of Paragraph B.15, "Quality of Welds," AWS D1.1.
- q. Unless otherwise specified by the Designer, test all partial and complete (full) penetration welds in connections of beams, girders, columns, trusses, and braces. Test a minimum of 10% of connections with fillet welds. Increase the testing rate for welders having a high rejection rate as required to ensure acceptable welds. Visual inspection is required for all welds. The costs of repairing all defective welds and the costs of retesting by the Testing Laboratory will be borne by the Design-Builder. If removal of a backing strip is required by the Testing Laboratory to investigate a suspected weld defect, such cost will be borne by the Design-Builder at no cost to the Owner.

G. Field Inspections and Tests:

1. The Testing Laboratory will provide inspection in the field in a timely manner for a period of time as determined in consultation with the Design-Builder's licensed Designer and Owner prior to the start of erection so as to not delay the start of erection. The following tests and inspections will be made:
 - a. Obtain the planned erection procedure and review with the erector's supervisory personnel.
 - b. Check the installation of base plates for proper leveling, grout type, and grout application.
 - c. Verify field welding procedures and obtain welder certificates.
 - d. Check steel as received in the field for possible shipping damage, workmanship, and piece marking.

- e. Check plumbness and frame alignment as erection progresses.
 - f. Check required camber of floor beams.
 - g. Check joint preparation and fit up, backing strips, and runout plates for welded moment connections and column splices.
 - h. Check preheating to assure proper temperature, uniformity, and thoroughness through the full material thickness.
 - i. Review welding sequence.
 - j. Visually inspect all field welding for size, length, and quality.
 - k. Perform nondestructive examination services for various weldments of field erection determined in consultation with the Design-Builder prior to the start of erection. The Testing Laboratory will furnish a qualified technician with the necessary equipment to perform radiographic, ultrasonic, magnetic particle, or dye penetrant inspection as required for the item being tested and other duties as outlined for shop inspection in the previous Section. Unless specified otherwise, check all partial and complete (full) penetration welds in connections of beams, girders, columns, and braces. Check 10% of connections with fillet welds. Visual inspection is required for all welds.
 - l. Check calibration of impact wrenches used in field bolted connections.
 - m. Check high strength friction field bolted connections according to inspection procedures outlined in the "Specification for Structural Joints Using ASTM A3256 or A490 Bolts". Unless specified otherwise, test 10% of the bolts, but not less than two bolts, selected at random in each connection. If any bolt is found to be improperly tightened, test all bolts in the connection. Visually inspect all bearing type bolts to verify that the bolts are snug tight.
 - n. Visually inspect the welding of metal deck to the structure.
 - o. Perform field tests on 10% of completed shear connectors in each beam according to inspection procedures outlined in AWS D1.1.
2. The costs of repairing all defective welds and the costs of retesting by the Testing Laboratory will be borne by the Design-Builder at no cost to the Owner. If removal of a backing strip is required by the Testing Laboratory to investigate a suspected weld defect, such cost will be borne by the Design-Builder at no cost to the Owner.

H. Tests and Inspection of Sprayed-On Fireproofing:

- 1. The Testing Laboratory will confirm that sprayed-on fireproofing conforms to all performance criteria as specified in the Project Specifications by obtaining and

reviewing manufacturer's certification and test reports.

2. The Testing Laboratory will sample sprayed-on fireproofing at each floor for each day's operations and verify oven dry density and compression strength as specified on the Drawings.
3. The Testing Laboratory will verify proper installation method, proper material, and proper material thickness for each day's operation.
4. The Testing Laboratory will randomly inspect the thickness of the sprayed-on fireproofing as specified in the UL designation numbers on the Drawings.

3.05 NON-SHRINK GROUT FOR BASE PLATES AND BEARING PLATES AND PRECAST PAVERS

A. Compressive Strength Tests (by the Testing Laboratory):

1. Compressive strength of grout will be determined by testing four cubes two inches in dimension according to the requirements of ASTM C109 "Compressive Strength of Hydraulic Cement Mortars." Each strength test will be the average of two 28 day strengths. Test one cube at seven days, two at 28 days, and one at 56 days, only if either 28 day test is low.
2. Frequency of Testing: One set of cubes (four cubes) will be made for every ten base plates and bearing plates or fraction thereof cut not less than one set for each day's operation. One set of cubes will be made for each day's operation of grouting wall panels.

3.06 OPEN WEB STEEL JOISTS

A. Scope: The Testing Laboratory will perform inspection of open web steel joists in the field as herein described.

1. Obtaining Manufacturer's Product Certification: The Testing Laboratory will obtain product certification for open web steel joists and joist girders as required by the Specifications.
2. The Testing Laboratory will perform the following field inspections:
 - a. Inspect joists for damage during shipment.
 - b. Verify proper bearing of joists supports.
 - c. Verify camber requirements of joists arriving in the field.
 - d. Confirm bridging size and location.
 - e. Confirm attachment of joists to supports (welding or bolting).
 - f. Confirm bolting of joists to supports at column lines as required by OSHA requirements.

- g. Verify that no joists have been damaged during erection.

END OF SECTION

SECTION 01505 - TEMPORARY FACILITIES

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Specific administration and procedural minimum requirements are specified in this Section as extensions of this Contract as modified and other Contract Documents. Provisions of this Section are applicable to, but not by way of limitation, utility services, construction facilities, security and protection provisions, and support facilities. This Section specifies requirements for temporary services and facilities, including utilities, construction and support facilities, security and protection.
- B. The Design-Builder will furnish, install, maintain, and protect temporary utilities, construction facilities, and controls necessary for construction at locations and in a manner which will be safe, nonhazardous, sanitary, protective of persons and property, and free of deleterious effects.
- C. The Design-Builder will provide and maintain methods, equipment, and temporary construction as necessary to provide controls over environmental conditions at the Project site and related areas under the Design-Builder's control.
- D. The Design-Builder will remove physical evidence of temporary facilities upon completion of Work and restore Site to the original condition to the satisfaction of the Owner.
- E. The Design-Builder will provide temporary services and facilities ready for use when first needed to avoid delay in the Work. The Design-Builder will maintain, expand and modify as needed. Do not remove until no longer needed or replaced by authorized use of permanent facilities. Refer to Section 01315 - SCHEDULES, PHASING for additional requirements.
 - 1. Temporary utilities required include, but are not limited to:
 - a. Water service and distribution.
 - b. Temporary electric power and light.
 - c. Internet service.
 - d. Storm and sanitary sewer.
 - e. Building systems.
 - 2. Temporary construction and support facilities required include, but are not limited to:
 - a. Temporary heat.
 - b. Field offices, guard shack, and storage sheds.

- c. Sanitary facilities, including drinking water.
 - d. Temporary enclosures.
 - e. Hoists and temporary elevator use.
 - f. Temporary Project identification signs and bulletin boards.
 - g. Waste disposal services.
3. Security and protection requirements include, but are not limited to:
- a. Temporary fire protection.
 - b. Barricades, warning signs, lights.
 - c. Environmental protection.
 - d. Temporary enclosures.
 - e. Temporary cameras.

1.02 GENERAL DEFINITIONS

- A. Energy Considerations: Administer the use of temporary facilities in a manner which conserves energy without delaying Work or endangering persons or property. The Design-Builder will comply with reasonable requests by the Owner.
- B. Costs: Except as otherwise indicated, Design-Builder will pay for all costs associated with the temporary facilities, including use charges. Temporary facilities remain the property and responsibility of the Design-Builder.
- C. Dust Control: Adequate measures will be taken by the Design-Builder to prevent the transfer of dust to all other areas.
- D. Noise Control: Where Work is being conducted in or adjacent to occupied areas, the Design-Builder will make every effort to keep construction noise to a minimum.
- E. Environmental Protection: Design-Builder will review exposure to possible environmental problems with the Owner. Design-Builder will establish procedures and discipline among tradesmen and provide needed facilities which will protect against environmental problems (erosion control at all laydown areas and trailer compounds, pollution of air, air quality, water and soil, excessive noise, and similar problems).

1.03 QUALITY ASSURANCE

- A. Regulations: The Design-Builder shall comply with industry standards and applicable laws and regulations of authorities having jurisdiction (AHJ), including, but not limited to:

1. Building Code requirements.
 2. Health and safety regulations.
 3. Utility company regulations.
 4. Police, Fire Department, and Rescue Squad rules.
 5. Environmental protection regulations.
- B. Standards: Comply with the requirements of NFPA Code 241, "Building Construction and Demolition Operations", ANSI-A10 Series standards for "Safety Requirements for Construction and Demolition", and the NECA Electrical Design Library, "Temporary Electrical Facilities."
1. The Design-Builder shall refer to "Guidelines for Bid Conditions for Temporary Job Utilities and Services", prepared jointly by AGC and ASC, for industry recommendations.
 2. The Design-Builder shall comply with NEMA, NECA and UL standards and regulations for temporary electric service. Install service in compliance with National Electric Code (NFPA 70).
- C. Inspections: The Design-Builder shall inspect and test each service before placing temporary utilities in use. The Design-Builder shall arrange for AHJ to inspect and test each temporary utility before use. The Design-Builder shall obtain required certifications and permits.

1.04 SUBMITTALS

A. Reports and Tests:

The Design-Builder shall submit copies of reports and permits required or necessary for installation and operation, including reports of tests, inspections and meter readings performed on temporary utilities and permits and legal description of easements necessary for installation, use and operation via the Owner's PMIS.

B. Implementation and Termination Schedule:

The Design-Builder shall submit a schedule indicating implementation and termination of each temporary utility within 15 days of the date established for commencement of the Work via the Owner's PMIS.

1.05 PROJECT CONDITIONS

A. Temporary Utilities:

At the earliest feasible time, when acceptable to the Owner and approved by the Owner in writing in advance of use, the Design-Builder shall change over from use of temporary service to use of permanent service.

B. Conditions of Use:

The Design-Builder shall keep temporary services and facilities clean and neat in appearance. The Design-Builder shall operate in a safe and efficient manner. The Design-Builder shall take necessary fire prevention measures. The Design-Builder shall not overload facilities or permit them to interfere with progress. The Design-Builder shall not allow hazardous, dangerous or unsanitary conditions, or public nuisances to develop or persist on the Project site.

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. General: The Design-Builder shall use qualified tradesmen for installation of temporary services and facilities, or to disconnect existing services or facilities that must be temporarily removed to complete the Work. The Design-Builder shall locate temporary services and facilities where they will serve the entire Project adequately and result in minimum interference with performance of the Work and the operation of the Airport.
- B. The Design-Builder shall ensure that the proper permits are secured before starting any utility Work. The Design-Builder shall require that tradesmen accomplishing this Work be licensed as required by local authority for the Work performed.
- C. The Design-Builder shall relocate, modify, and extend services and facilities, as required, during the course of the Work so as to accommodate the entire Work of the Project. The Design-Builder shall not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.02 TEMPORARY STAGING AREAS

- A. The staging area(s) located within Tampa International Airport will be used to house the Design-Builder's field offices and will be coordinated with Owner. The layout of the staging area(s) will be coordinated with the Owner.
- B. The Design-Builder may provide a trailer or portable type field office for its own use. Location of the field office will be approved by the Owner. Costs for connections to utilities will be paid for by the Design-Builder. Water, electric, and internet may be available at that location. The Design-Builder is responsible for obtaining and paying for all utilities that it requires.
- C. The Design-Builder may erect and maintain throughout the life of the Contract, at the Design-Builder's expense, a floor-to-ceiling plywood Type 1 barricade around the perimeter of each staging area used (or a six-foot high chain link fence around the perimeter of each staging area used). Design-Builder may also install vehicle and pedestrian gates as necessary to provide adequate ingress/egress to its exclusive sites. The Design-Builder is solely responsible for its own security. Upon completion of all Work,

remove all construction barricades from the Project Site.

3.03 TEMPORARY STORAGE AND SPOIL AREAS

- A. The Design-Builder's vehicles, equipment, and materials will be stored in the staging area designated on the Drawings or as modified per the Owner. Upon completion of the Work, the storage areas will be cleaned-up and returned to their original condition to the satisfaction of the Owner. No special payment will be made for clean-up and restoration of the storage area. Personal vehicles will not be permitted beyond the Design-Builder's staging area. Drivers of personal vehicles being operated beyond the Design-Builder's staging area will be subject to loss of permission to enter the Project Site.
- B. Stockpile areas will be used to store all materials needed for the Project and may or may not be fenced at the Owner's sole discretion. However, red flashing barricades will be installed where potential conflicts with air or ground vehicular traffic might occur. Stockpiles will not penetrate the FAR Part 77 imaginary surfaces. Stockpile areas will be used to store all materials needed for the Project.
- C. If storage or stockpile areas are needed, the Design-Builder will request them from the Owner in writing. Such request will be approved or denied at the sole discretion of the Owner. The request will be reviewed on the basis of what is to be stored and the area needed. The Design-Builder will provide all necessary fencing and/or security at no additional cost to the Owner.
- D. All waste material, including rubble and debris, and environmental hazardous material will be removed from the Airport at the Design-Builder's expense. No hazardous materials will be stored within the Airport complex without the prior written approval of the Owner. Burning on Airport property is prohibited.
- E. Equipment not in use during construction will be parked in the staging area unless otherwise approved by the Owner. Exceptions will only be approved by the Owner when absolutely necessary. Parking of construction worker's private vehicles will also be within the staging area.

3.04 TEMPORARY UTILITY INSTALLATION

- A. General:
 - 1. The Design-Builder will coordinate the requirements for temporary utilities with the Owner and will install at the Design-Builder's expense all necessary utilities in a safe, acceptable manner. Should leaks, breaks, etc., occur during installation or use, the Design-Builder will immediately notify the Owner and the appropriate utility personnel and promptly repair the utility at the Design-Builder's expense so as to keep disruption of service to a minimum.
 - 2. Engage the appropriate local utility company to install temporary service or connect to existing service. Where the company provides only part of the service, the Design-Builder will provide the remainder with matching, compatible materials and equipment and comply with the company's recommendations.

- a. Arrange with the company and existing users for a time when service can be interrupted, where necessary, to make connections for temporary service.
- b. Provide adequate capacity at each stage of construction. Prior to temporary utility availability, provide trucked-in services.
- c. Cost or use charges for temporary facilities are not chargeable to the Owner, and will not be accepted as a basis of claims for a Change Order. All utility costs shall be at the Design-Builder's expense.

B. Water Service:

1. General: The Design-Builder will provide and pay for all water except within existing building structures where, if possible, the Owner will furnish water at the nearest available potable water outlet. Water connection (without charge) to the Owner's existing potable water system is limited to one 3/4" pipe-size connection, and a maximum flow of 10 gpm to the cold water supply. The Design-Builder shall install using vacuum breakers or other backflow preventer as required by the local authority.
 - a. The Design-Builder shall maintain hose connections and outlet valves in leakproof condition. Where finish work below an outlet might be damaged by spillage or leakage, the Design-Builder shall provide a drip pan of suitable size to minimize the possibility of water damage. The Design-Builder shall drain water promptly from pans as it accumulates.
2. Temporary Water Service Connection: Design-Builder may use the Owner's water as described above in Paragraph 3.04, B.1. for this Project; however, all connections to the Owner's water system will include backflow protection. Valves will be temperature and pressure rated for the operation of the temperatures and pressures encountered. After completion of use, connections and fittings will be removed without damage or alteration to existing water piping and equipment. Leaking or dripping valves will be piped to the nearest drain or located over an existing sink or grade where water will not damage existing finishes or equipment.
3. Water Hoses: The Design-Builder shall employ heavy-duty abrasion-resistant hoses with a pressure rating greater than the maximum pressure of the water distribution system to provide water into each work area. The Design-Builder shall provide fittings as required to allow for connection to existing wall hydrants or spouts, as well as temporary water heating equipment, branch piping, showers, shut-off nozzles, and equipment.
4. The Design-Builder shall install water service and distribution piping of sizes and pressures adequate for construction until permanent water service is in use.
5. The Design-Builder shall sterilize temporary potable water piping prior to use.

6. Non-Potable Water: Where non-potable water is used, the Design-Builder shall mark each outlet with adequate health-hazard warning signs.

C. Electrical Service:

1. General: The Design-Builder will provide and pay for all electricity. The Design-Builder is responsible for obtaining and paying for all required permits and for temporary electric connections, maintenance, installation and removal, and other attributable costs.
 - a. The Design-Builder shall provide a weatherproof, grounded temporary electric power service and distribution system of sufficient size, capacity, and power characteristics to accommodate the performance of the Work during the construction period. The Design-Builder shall install temporary lighting adequate to provide sufficient illumination for safe work and traffic conditions in every area of the Work.
 - b. The Design-Builder shall supply temporary electrical service to the Project Site utilizing a State of Florida Certified Electrician. Design-Builder will comply with applicable NEMA, NECA, and UL standards and governing regulations for materials and layout of temporary electric service.
 - c. The Design-Builder shall provide weather-tight, grounded, temporary electrical service-entrance and distribution system, with automatic ground-fault circuit interrupters and ground-fault interrupter features of proper types, sizes, electrical ratings, and characteristics to fulfill Project requirements during the construction period.
 - d. The Design-Builder shall provide meters, transformers, and over-current protective devices at the main distribution panel(s) for power and light circuitry. Provide disconnections for equipment circuits. The Design-Builder shall coordinate the installation of all temporary wiring with the Owner.
 - e. The Design-Builder shall connect service to the local power company's main supply in the manner directed by utility company officials. The Design-Builder shall pay usage charges for electricity used by entities authorized to perform the Work at the Project site. The Design-Builder shall exercise control over power usage to conserve energy.
 - f. Except where overhead service must be used, the Design-Builder shall install electric power service underground.
 - g. The Design-Builder shall provide temporary power, internet, and system connections, where required by the Owner, to continue operation of existing equipment or systems during construction.
 - h. The Design-Builder shall replace all damaged receptacles. The Design-Builder shall provide temporary extension rings, wiring, boxes, and related hardware to allow power, internet, and systems to function

normally during the interim period between removal of existing surface treatment(s) and installation of new treatment.

- i. All electrical conductors for temporary power and lighting will be placed in conduits if exposed to public view. All temporary wiring for communication, security, fire protection and signal systems will be installed in accordance with all appropriate codes and will also be placed in conduits if exposed to public view.

2. Power Distribution System:

- a. All wiring and grounding will meet all safety requirements of the National Electrical Code and all federal, state and local requirements. In addition, all wire will be so sized that it is not overloaded according to the National Electrical Code, and all wire used will be fused to adequately protect that wire according to the National Electric Code.
- b. The Design-Builder shall provide circuits of proper sizes, characteristics, and ratings for each use indicated. The Design-Builder shall install wiring overhead and risers vertically where least exposed to damage. The Design-Builder shall provide rigid steel conduit to protect wiring on grade, floors, decks or other areas exposed to possible damage.
- c. The Design-Builder shall provide properly configured NEMA polarized outlets to prevent insertion of 110-120 Volt plugs into higher voltage outlets. The Design-Builder shall provide receptacle outlets equipped with ground-fault circuit interrupters, reset buttons, and pilot lights for connection of power tools and equipment.
- d. Electric power will be limited to 120 volts for lighting and hand tools that can be operated on a circuit protected at 15 amps.
- e. The Design-Builder shall provide grounded extension cords and use "hard service" cords where exposed to abrasion and traffic. The Design-Builder shall provide weatherproof connectors to connect separate lengths of electric cords if single lengths will not reach areas where construction activities are in progress.
- f. Lockout: In all facilities, wherever possible, the Design-Builder shall lockout all existing power to or through the Work area as described below. Unless specifically noted otherwise, existing power and lighting circuits to the Work area are not to be used. All power and lighting to the Work area are to be provided from temporary electrical panel described below.
 - (1) The Design-Builder shall lockout power to the Work area by switching off all breakers serving power or lighting circuits in the Work area. The Design-Builder shall label breakers with tape over the breaker with the notation "DANGER circuit being worked on." All panels shall be locked and all keys shall be under

the control of the Design-Builder's Superintendent or the Owner.

(2) The Design-Builder shall lockout power to circuits running through the Work area wherever possible by switching off all breakers serving these circuits. The Design-Builder shall label breakers with tape over the breaker with the notation "DANGER Circuit Being Worked On." The Design-Builder shall sign and date the danger tag. All panels shall be locked and all keys shall be under the control of the Design-Builder's Superintendent or the Owner. If circuits cannot be shut down for any reason, the Design-Builder shall label at intervals 4'-0" on center with tags reading, "DANGER Live Electric Circuit Electrocutation Hazard."

g. Temporary Electrical Panel: The Design-Builder shall provide a temporary electrical panel sized and equipped to accommodate all electrical equipment and lighting required by the Work. The Design-Builder shall connect the temporary panel to the existing facility's electrical system. The Design-Builder shall protect with a circuit breaker or fused disconnect. The Design-Builder shall locate the temporary panel as directed by the Owner.

h. Circuit Protection: The Design-Builder shall protect each circuit with a ground fault circuit interrupter (GFCI) of proper size located in the temporary panel. The Design-Builder shall not use outlet-type GFCI devices.

i. Temporary Wiring: Inside the Work area or above the Work platforms will be type UF non-metallic sheathed cable located overhead and exposed for surveillance. The Design-Builder shall not wire temporary lighting with plain, exposed (insulated) electrical conductors. The Design-Builder shall provide liquid tight enclosures or boxes for wiring devices.

j. Number of Branch Circuits: The Design-Builder shall provide sufficient branch circuits as required by the Work. All branch circuits are to originate at the temporary electrical panel.

3. Temporary Lighting:

a. Lockout: In facilities, wherever possible, the Design-Builder shall lockout all existing power to lighting circuits in the Work area. Unless specifically noted otherwise, existing lighting circuits to the Work area are not to be used. All lighting to the Work area is to be provided from the temporary electrical panel described above.

b. The Design-Builder shall provide inside the Work areas or above the Work platforms the following where natural lighting or existing facility lighting does not meet the required light level:

(1) One 200-Watt incandescent lamp per 1,000 square feet of floor area, uniformly distributed, for general construction lighting or

equivalent of a similar nature. In corridors and similar construction traffic areas provide one 100-Watt incandescent lamp every 50 feet. In stairways and at ladder runs in construction areas, provide one lamp minimum per story, located to illuminate each landing and flight. Provide sufficient temporary lighting to ensure proper workmanship everywhere by combined use of daylight, general lighting, and portable plug-in task lighting.

- c. The Design-Builder shall provide lighting in areas where Work is being performed.
- d. The Design-Builder shall provide lighting in any area being subjected to a visual inspection as required to supply a 100-foot candle minimum light level.
- e. Wherever overhead floor or roof deck has been installed, the Design-Builder shall provide temporary lighting with local switching.
- f. The Design-Builder shall install and operate temporary lighting that will fulfill security and protection requirements without operating the entire system and will provide adequate illumination for construction operations and traffic conditions.
- g. The Design-Builder shall provide general service fluorescent lamps of wattage required for adequate illumination. The Design-Builder shall protect lamps with guard cages or tempered glass enclosures. The Design-Builder shall provide exterior-type fixtures where exposed to weather or moisture. The Design-Builder shall provide local switching to allow lights to be turned off in patterns to conserve energy.
- h. Number of Lighting Circuits: The Design-Builder shall provide sufficient lighting circuits as required by the Work. All lighting circuits are to originate at a temporary panel.
- i. Circuit Protection: The Design-Builder shall protect each circuit with a ground fault circuit interrupter (GFCI) of proper size located in the temporary panel.

D. Not Used.

E. Sewers and Drainage:

- 1. If sanitary sewers are available, the Design-Builder shall provide temporary connections to remove effluent that can be lawfully discharged. If sanitary sewers are not available or cannot be used, the Design-Builder shall provide containers to remove and dispose of effluent off the Project site in a lawful manner.
 - a. The Design-Builder shall connect temporary sewers to the municipal

system as directed by the City of Tampa Sewer Department Officials.

- b. The Design-Builder shall maintain temporary sanitary sewer facilities in a clean, sanitary condition.
2. If drainage systems are available, the Design-Builder shall provide temporary connections to remove stormwater that can be lawfully discharged. If drainage systems are not available, the Design-Builder shall provide drainage ditches, dry wells, stabilization ponds, and similar facilities. The Design-Builder shall provide earthen embankments and similar barriers in and around excavations and subgrade construction sufficient to prevent flooding by runoff of stormwater from heavy rains.
 - a. The Design-Builder shall filter out excessive amounts of soil, construction debris, chemicals, oils and similar contaminants that might clog storm sewers or pollute waterways before discharge.
 - b. The Design-Builder shall maintain drainage facilities in a clean, sanitary condition. Following heavy use, restore normal conditions promptly.

F. Internet Service:

If available, the Design-Builder may install an internet service at the Design-Builder's own expense. All charges will be paid by the Design-Builder.

3.05 TEMPORARY CONSTRUCTION AND SUPPORT FACILITIES INSTALLATION

A. General:

1. The Design-Builder shall locate field offices, storage sheds, sanitary facilities, and other temporary construction and support facilities for easy access.
2. The Design-Builder shall maintain temporary construction and support facilities until no longer necessary for the Work.
3. The Design-Builder shall provide incombustible construction for offices, shops and sheds located within the construction area, or within 30 feet of building lines. The Design-Builder shall comply with the requirements of NFPA 241.
4. The Design-Builder will furnish all temporary wiring, piping connection and other apparatus that is needed to operate the utilities and will remove all evidence of same when Work is complete.
5. The Design-Builder will be responsible for obtaining and paying for utilities that Design-Builder requests at the Project site.
6. The Design-Builder will at all times protect excavations, trenches, buildings, and materials from rain water, ground water, backup and leakage of sewers, drains, other piping, and from water of any other origin, and will remove promptly all accumulation of water. The Design-Builder will provide and operate all pumps,

pipng, and other equipment necessary to this end.

7. The Design-Builder shall provide facilities and services as necessary to effectively protect the Project from losses and protect persons from injury during the course of the Work.
8. The existing utilities will not be modified for use by the Design-Builder.
9. The Design-Builder shall not interrupt existing services serving occupied or used facilities, except when authorized in writing by the Owner. The Design-Builder shall provide temporary services during interruptions to existing utilities, as acceptable to the Owner.
10. The Design-Builder shall provide scaffolds, staging, ladders, stairs, ramps, runways, platforms, railings, hoists, cranes, chutes, other facilities, and equipment required by personnel and required to perform Work and facilitate inspection.
11. The Design-Builder shall comply with reasonable requests of governing authorities performing inspections.
12. When permanent stairs are available for access during construction, the Design-Builder shall protect the surface by covering to prevent damage and deterioration at time of Substantial Completion.

B. Field Offices:

The Design-Builder shall provide insulated, weather tight temporary offices of sufficient size to accommodate required office personnel at the Project Site. The Design-Builder shall keep the office clean and orderly for Design-Builder's use, Owner's use and for progress meetings. The Design-Builder shall furnish and equip offices with adequate furniture, heat, air conditioning, lights, telephones, water cooler, private toilet complete with water closet, lavatory, mirror, medicine cabinet and janitor services. Location of field office will be approved by the Owner. Costs for connections to utilities (electrical power, water, sanitary sewer, etc.) will be paid for by the Design-Builder. Design-Builder is responsible for obtaining and paying for all utilities that Design-Builder requires.

C. Storage and Fabrication Sheds:

The Design-Builder shall install storage and fabrication sheds, sized, furnished and equipped to accommodate materials and equipment involved, including temporary utility service. Sheds may be open shelters or fully enclosed spaces within the building or elsewhere on the Project site.

D. Temporary Heat:

1. The Design-Builder shall provide temporary heat required by construction activities, for curing or drying of completed installations or protection of installed construction from adverse effects of low temperatures or high humidity. The Design-Builder shall select safe equipment that will not have a harmful effect on

completed installations or elements being installed. The Design-Builder shall coordinate ventilation requirements to produce the ambient condition required and minimize consumption of energy.

2. The Design-Builder shall provide adequate forced ventilation of enclosed areas for curing of installed materials, to disperse humidity, and to prevent hazardous accumulations of dust, fumes, vapors, or gases.
3. Prior to enclosure, the Design-Builder shall provide heating as necessary to protect Work, materials, and equipment against damage from dampness and cold.
4. The Design-Builder shall provide connections to existing facilities and extend and supplement with temporary units as required to comply with requirements.
5. The Design-Builder shall provide temporary heating units that have been tested and labeled by UL, FM or other recognized trade associations related to the type of fuel being consumed.
6. Heating Facilities:
 - a. Except where use of the permanent system is authorized, the Design-Builder shall provide vented self-contained LP gas or fuel oil heaters with individual space thermostatic control.
 - b. Use of gasoline-burning space heaters, open flame, or salamander type heating units is prohibited.

E. Temporary Paving:

1. The Design-Builder shall construct and maintain temporary roads and paving to adequately support the indicated loading and to withstand exposure to traffic during the construction period. The Design-Builder shall locate temporary paving for roads, storage areas and parking where the same permanent facilities will be located. The Design-Builder shall review proposed modifications to permanent paving with the Owner.
2. Temporary paving will comply with applicable requirements of the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, latest edition, as amended.
3. The Design-Builder shall coordinate temporary paving development with subgrade grading, compaction, installation and stabilization of subbase, and installation of base and finish courses of permanent paving.
4. The Design-Builder shall install temporary paving to minimize the need to rework the installations and to result in permanent roads and paved areas that are without damage or deterioration when occupied by the Owner.
5. The Design-Builder shall delay the installation of the final course of permanent

asphalt concrete paving until immediately before Substantial Completion. The Design-Builder shall coordinate with weather conditions to avoid unsatisfactory results.

6. The Design-Builder shall extend temporary paving in and around the construction area as necessary to accommodate delivery and storage of materials, equipment usage, administration, and supervision.

F. Sanitary Facilities:

1. The Design-Builder shall include temporary toilets, wash facilities and drinking water fixtures. The Design-Builder shall comply with regulations and health codes for the type, number, location, operation and maintenance of fixtures and facilities. The Design-Builder shall install where facilities will best service the Project's needs.
2. The Design-Builder shall provide toilet tissue, paper towels, paper cups and similar disposable materials for each facility. The Design-Builder shall provide covered waste containers for used material.
3. Toilets:
 - a. Use of the Owner's existing toilet facilities will not be permitted.
 - b. The Design-Builder shall install single-occupant, self-contained toilet units of a chemical type, properly vented and fully enclosed with a shell of glass fiber, reinforced polyester or other similar non-absorbent material. Use of pit-type privies will not be permitted. The Design-Builder shall provide a minimum ratio of one toilet per 25 construction personnel, or a greater number of toilets if required by governing regulations. The Design-Builder shall provide separate toilet facilities for male and female personnel. The Design-Builder shall thoroughly disinfect the toilet facility a minimum of two times each week. The Design-Builder shall provide means to lock door from outside and keep locked at all times except during hours that construction personnel are at Project.

G. Wash Facilities:

1. The Design-Builder shall install wash facilities supplied with potable water at convenient locations for personnel involved in handling materials that require wash-up for a healthy and sanitary condition. The Design-Builder shall dispose of drainage properly. The Design-Builder shall supply cleaning compounds appropriate for each condition.
2. The Design-Builder shall provide safety showers, eye-wash fountains and similar facilities for convenience, safety and sanitation of personnel.

H. Drinking Water Fixtures:

The Design-Builder shall provide drinking water fountains including paper supply.

I. Drinking Water Facilities:

1. The Design-Builder shall provide containerized tap-dispenser bottled-water type drinking water units, including paper supply.
2. Drinking and Water Fixtures: The Design-Builder shall provide drinking water fountains where and when piped potable water, approved by local authorities, is reasonably accessible from permanent or temporary lines. Otherwise, the Design-Builder shall provide cooled drinking water spaced so that personnel at Project site will travel not more than 300 feet.
3. The Design-Builder will provide all temporary lines and connection from existing sources of the water as required for the Work. The Design-Builder shall be responsible for proper drainage of water used.
5. If the above drinking water requirements cannot be reasonably met, the Design-Builder will provide alternatives for the Owner's approval.

J. Dewatering Facilities and Drainage:

The Design-Builder shall maintain construction work free of water accumulation. The Design-Builder shall not endanger the Work or adjacent properties.

K. Miscellaneous Facilities:

The Design-Builder shall provide miscellaneous facilities as needed, including ladders, runways, shoring, scaffolding, railing, bracing, barriers, closures, platforms, temporary partitions, and similar items.

L. Temporary Enclosures:

1. The Design-Builder shall provide temporary enclosure for protection of construction in progress and completed from exposure, foul weather, other construction operations and similar activities.
2. Where heat is needed and the permanent building enclosure is not complete, the Design-Builder shall provide temporary enclosures where there is no other provision for containment of heat. The Design-Builder shall coordinate enclosure with ventilation and material drying or curing requirements to avoid dangerous conditions and effects.
3. The Design-Builder shall install Type 1 barricades securely with incombustible wood framing and other materials. The Design-Builder shall close openings of 25 square feet or less with plywood or similar materials.
4. The Design-Builder shall close openings through floor or roof decks and horizontal surfaces with load-bearing wood-framed construction.

5. Where temporary wood or plywood enclosure exceeds 100 square feet in area, the Design-Builder shall use UL-labeled fire-retardant treated material for framing and main sheathing. For job-built temporary offices, shops and sheds within the construction area, the Design-Builder shall provide UL labeled, fire treated lumber and plywood for framing, sheathing and siding.

M. Temporary Lifts and Hoists:

The Design-Builder shall provide facilities for hoisting materials and employees. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities. The Design-Builder shall not permit employees to ride hoists which comply only with requirements for hoisting materials.

N. Temporary Elevator Use:

The Design-Builder shall use Owner's Service Elevator ONLY, upon Owner's approval.

O. Project Identification and Temporary Signs:

1. The Design-Builder shall prepare project identification and other signs of the size indicated. The Design-Builder shall install signs where indicated to inform the public and persons seeking entrance to the Project.
2. Design-Builder's identification sign located at its staging area:
 - a. Design-Builder may provide one 8 foot x 4 foot x 3/4" exterior grade plywood sign, properly supported with bottom 6 foot above grade. The Design-Builder shall engage professional sign painter to apply graphics and lettering as approved by Owner. NO OTHER SIGNS ARE PERMITTED WITHIN THE AIRPORT COMPLEX.
 - b. All signs must be pre approved by the Owner. Signs must follow the Owner's standards with regards to font, style, color, and size. When appropriate, the temporary sign shall closely resemble the final sign.

P. Stairs:

Until permanent stairs are available, the Design-Builder shall provide temporary stairs where ladders are not adequate. The Design-Builder shall cover finished permanent stairs with a protective covering of plywood or similar material so finishes will be undamaged at the time of acceptance.

3.05 SECURITY AND PROTECTION FACILITIES INSTALLATION

A. General:

1. The Design-Builder shall provide a neat and uniform appearance in security and protection facilities acceptable to the Owner. The Design-Builder shall maintain site in a safe, lawful and publicly acceptable manner. The Design-Builder shall take necessary measures to prevent erosion.

2. Temporary Construction Barricades:

- a. A barricade plan will be submitted to and approved by the Owner prior to the start of any Work. Following approval and subsequent installation of barricades, a representative from the Owner will inspect the Work to ensure compliance with the barricade plan and the following requirements.
- b. The Design-Builder will be fully responsible for the protection of the public and adjacent areas during the construction process. The Design-Builder shall safely isolate the construction areas while maintaining normal airport operations. The Design-Builder will use temporary barricades of the following types:

(1) Type 1 Terminal Construction Barricades:

- Barricade walls will be constructed with a minimum of ½" AC-1 plywood panels, UL labeled fire-retardant treated as required, with the grain orientated vertically, securely fastened to 2 x 4 wood or steel stud framing, minimum 24" on center, capable of structurally supporting barricades up to 21' high.
- Fastening devices will not protrude or present a hazard on the public side.
- Framing will be on the non-public side of the barricade.
- Barricades will run from floor to bottom of ceiling secured without nailing to the floor or ceiling, and they will be plumb and aligned in a straight line utilizing appropriate bracing.
- Sections will fit together tightly to present a first class appearance and will not permit light to show through to the public.
- Corners of the barricades will be at four foot wide 45° angles with tapered plywood edges.
- Floor covering under the barricade will be protected with ½" plywood and 6 mil. plastic.
- The non-public side of the barricade will be lined with 6 mil. plastic for dust control, and all joints of the plastic will be taped to prevent dust from escaping.
- All barricade material, work platforms, and scaffold systems (including support systems) will be pre-painted

prior to delivery to the Project with paint in a color selected by the Owner. The Type 1 barricade material will be pre-painted prior to delivery to the Project with a textured latex paint in a color selected by the Owner.

- All screws on the public side, as well as doors and frames, will be painted.
- Barricades, work platforms, and scaffold systems will be painted to represent a finished appearance in the view of the public that is compatible with adjacent areas.
- Wood doors, 1-3/8" to 1-3/4" hollow core, located in barricades, will swing inward into the construction area and will be locked when not in use with a common key passage door lockset. When fire code dictates, doors will be constructed in a recessed enclosure and swing outward. Doors will be installed in pre-hung frames.
- The Design-Builder will provide walk-offs (4' x 6' minimum) inside the barricade area and keep the mats and the area in front of the mats clean.
- The Owner will be given copies of all barricade keys.
- Erecting and dismantling of all barricades will be performed between the hours indicated elsewhere in the Contract Documents and with prior approval of and coordination with the Owner.
- No modifications to Type 1 Barricade installation will be made without approval by the Owner.

(2) Type 2 Terminal Short-Term Barricades:

- In the event that very short-term work is required within, overhead or above the ceiling of the public and tenant areas, the work side will be separated from the common-use public areas by temporary barricades.
- Work can only be accomplished in (or above) the public and tenant areas between the hours of 12:00 a.m. and 8:00 a.m. on the Transfer Level, 12:00 a.m. and 8:00 a.m. on the Baggage Claim Level, 9:00 p.m. and 5:00 a.m. on the Ticketing Level..
- Erecting and dismantling of all barricades will be performed between the hours described above and with prior approval of and coordination with the Owner.

- All temporary barricades will be removed by 8:00 a.m. each morning on the Transfer Level, the Baggage Claim Level, and by 5:00 a.m. on the Ticketing Level.
- Short-term barricades will be solid panels, a minimum of 4' height, using a minimum of 1/2" AC-1 plywood, securely fastened to 1 x 2 wood framing (minimum of 24" on center). Panels will be hinged with all hardware on the non-public side.
- All bracing will be on the non-public side of the barricade.
- The public side of the panels will be painted with textured latex paint in a color selected by the Owner.
- Barricade sections will be fitted together to prevent accidental entry into the Work area by Airport patrons.
- Fastening devices will not protrude or present a hazard on the public side. Floor covering inside the barricade will be protected with 1/2" plywood and 6 mil plastic.

(3) Road Barricades:

- Roadway barricades will be in accordance with FDOT Roadway and Design Standards and in accordance with the Contract Documents.

(4) Airfield Barricades:

- Runway and taxiway barricades will be in accordance with Owner Standard Low Profile Barricade Specifications.

- c. If at any time barricades are not maintained to these standards, or if the public areas are not protected from excessive noise, dust, or other interference, the Design-Builder will be required to cease all Work until the non-conforming situation is corrected.
- d. The Design-Builder shall provide warning signs and lighting where needed, including steady burn red lights where appropriate. The Design-Builder shall comply with recognized standards and code requirements.
- e. Design-Builder will cooperate and coordinate with Owner for installation of all barricades to allow continuous Airport operations. Access will be maintained into all Building Tenant spaces and existing mechanical and electrical control devices.

B. Temporary Fire Protection:

Until fire protection needs are supplied by permanent facilities, the Design-Builder shall install and maintain temporary fire protection facilities of the types needed to protect against reasonably predictable and controllable fire losses. The Design-Builder shall, at a Minimum, comply with NFPA 10 “Standard for Portable Fire Extinguishers,” and NFPA 241 “Standard for Safeguarding Construction, Alterations and Demolition Operations”, OSHA 1926 and the following:

1. The Design-Builder shall locate fire extinguishers where convenient and effective for their intended purpose, but not less than one extinguisher on each floor at or near each usable stairwell.
2. The Design-Builder shall store combustible materials in containers in fire-safe locations.
3. The Design-Builder shall maintain unobstructed access to fire extinguishers, fire hydrants, temporary fire protection facilities, stairways and other access routes for fighting fires. The Design-Builder shall prohibit smoking in hazardous fire exposure areas.
4. The Design-Builder shall provide and maintain temporary fire protection during construction in accordance with requirements of the local protection code.
5. The Design-Builder shall provide Type “A” fire extinguishers for temporary offices and similar spaces where there is minimal danger of electrical or grease-oil flammable liquid fires. In other locations, the Design-Builder shall provide type “ABC” dry chemical extinguishers, or a combination of several extinguishers of NFPA recommended types for the exposures in each case. Extinguishers will have a minimum UL rating of AZ-10BC.
6. The Design-Builder shall provide supervision of welding operations, combustion type temporary heating units, and similar sources of fire ignition.

C. Permanent Fire Protection:

At the earliest feasible date in each area of the Project, the Design-Builder shall complete installation of the permanent fire protection facility, including connected services, and place into operation and use. The Design-Builder shall instruct key personnel on use of facilities.

D. Security Enclosure and Lockup:

1. Storage:

Where materials and equipment must be stored and are of value or attractive for theft, the Design-Builder shall provide a secure lockup. The Design-Builder shall enforce discipline in connection with the installation and release of material to minimize the opportunity for theft and vandalism.

2. The Design-Builder shall erect weatherproof closures for exterior openings.

3. The Design-Builder shall erect and maintain dustproof partitions composed of gypsum board and wood studs to prevent spread of dust, fumes, and smoke to other parts of the building.

E. Environmental Protection:

1. The Design-Builder shall provide protection, operate temporary facilities and conduct construction in ways and by methods that comply with environmental regulations and minimize the possibility that air, waterways and subsoil might be contaminated or polluted or that other undesirable effects might result. The Design-Builder shall avoid use of tools and equipment which produce harmful noise. The Design-Builder shall restrict use of noise-making tools and equipment to hours that will minimize complaints from persons or firms near the Project site.
2. The Design-Builder shall install and operate temporary facilities and perform construction activities in a manner which will be reasonably conservative and avoid waste of energy and materials including water.
3. The Design-Builder shall provide facilities, establish procedures, and conduct construction activities in compliance with regulations controlling construction activities at the Project Site.
4. The Design-Builder shall designate one person to enforce strict discipline on activities related to generation of wastes, pollution of air, water, and soil, generation of noise, and similar harmful or deleterious effects which might violate regulations or reasonably irritate persons at or in vicinity of the Project Site and inform the Owner in writing via the Owner's PMIS of designee.

F. Dust Control:

The Design-Builder shall provide positive methods and apply dust control materials to minimize raising dust from construction operations. The Design-Builder shall provide positive means to prevent airborne dust from dispersing into the atmosphere.

G. Water Control:

1. The Design-Builder shall provide methods to control surface water to prevent damage to the Project Site and adjoining properties.
2. The Design-Builder shall control fill, grading, and ditching to direct surface drainage away from excavations, pits, tunnels, and other construction areas, and to direct drainage to proper runoff.
3. The Design-Builder shall provide, operate, and maintain hydraulic equipment of adequate capacity to control surface and runoff water.
4. The Design-Builder shall dispose of drainage water in manner that prevents flooding, erosion, or other damage to any portion of the Project Site or adjoining areas.

H. Pest and Rodent Control:

1. The Design-Builder shall provide pest and rodent control as necessary to prevent infestation of the Project Site, trailer compound or storage area.
2. The Design-Builder shall employ methods and use materials which will not adversely affect conditions at the Project Site and on adjoining properties.
3. Should the use of rodenticides or pesticides be considered necessary, the Design-Builder shall submit an informational copy of the proposed program to the Owner through the Owner's PMIS. The proposed program should clearly indicate:
 - a. Area or areas to be treated.
 - b. Materials to be used, with a copy of manufacturer's printed instructions.
 - c. Pollution preventative measures to be employed.
4. Use of any rodenticide or pesticide will be in full accordance with the manufacturer's printed instructions and recommendations.
5. Before foundation Work has been completed, the Design-Builder shall retain a local exterminator or pest control company to recommend practices to minimize attraction and harboring of rodents, roaches and other pests.
6. The Design-Builder shall employ pest management service throughout the life of the Project Site to perform extermination and control procedures at regular intervals so that the Project Site will be free of pests and their residues at Substantial Completion of the whole Work. The Design-Builder shall perform control operations in a lawful manner using environmentally safe materials.

I. Debris Control:

1. The Design-Builder shall maintain areas under Design-Builder's control free of extraneous debris.
2. The Design-Builder shall prevent accumulation of debris at the Project Site, storage and parking area, or along access roads and haul routes.
 - a. The Design-Builder shall provide containers for deposit of debris as specified.
 - b. The Design-Builder shall prohibit overloading of trucks to prevent spillages on access and haul routes.
 - c. The Design-Builder shall provide periodic inspection of traffic areas to enforce requirements.
3. The Design-Builder shall schedule daily collection and disposal of debris.

4. The Design-Builder shall provide additional collections and disposal of debris whenever the periodic schedule is inadequate to prevent accumulation.
5. The Design-Builder shall transport debris and waste material in covered trucks.

J. Pollution Control:

The Design-Builder shall:

1. Provide methods, means, and facilities required to prevent contamination of soil, water, or atmosphere by discharge of noxious substances from construction operations.
2. Provide equipment and personnel and perform emergency measures required to contain any spillage, and remove contaminated soil or liquids.
3. Excavate and dispose of contaminated earth off site in accordance with environmental laws and regulations and replace with suitable clean, compacted fill and topsoil.
4. Take special measures to prevent harmful substances from entering public waters.
5. Prevent disposal of wastes, effluents, chemicals, or other such substances adjacent to streams or in sanitary or storm sewers.
6. Provide systems for control of atmospheric pollutants.
7. Prevent toxic concentrations of chemicals.
8. Prevent harmful dispersal of pollutants into the atmosphere.

K. Erosion Control:

The Design-Builder shall:

1. Plan and execute construction and earthwork by the following methods to control surface drainage from cuts and fills and borrow and waste disposal areas and to prevent erosion and sedimentation:
 - a. Hold areas of bare soil exposed at one time to a minimum.
 - b. Provide temporary control measures, such as berms, dikes, and drains.
2. Construct fills and waste areas by selective placement to eliminate surface silts or clays which will erode.
3. Periodically inspect earthwork to detect any evidence of start of erosions. Apply corrective measures as required to control erosions.

4. Maintain all SWPPP (Storm Water Pollution Prevention Plan) protocols during construction and correct any damaged areas due to the failure to maintain such protocols adequately.

L. Collection and Disposal of Waste:

1. The Design-Builder shall collect waste from construction areas and elsewhere daily. The Design-Builder shall comply with requirements of NFPA 241 for removal of combustible waste material and debris. The Design-Builder shall enforce requirements strictly. The Design-Builder shall not hold materials more than seven days during normal weather or three days when the temperature is expected to rise above 80 deg F (27 deg C). Handle hazardous, dangerous, or unsanitary waste materials separately from other waste by containerizing properly. The Design-Builder shall dispose of material in a lawful manner.
2. In case of non-compliance with the above, the Owner, after having given a 24-hour notice, has the right to take any corrective action required at no additional cost to the Owner.
3. Burying or burning of waste materials on the Project site or washing waste materials down sewers will not be permitted.
4. The Design-Builder shall provide rodent proof containers on each floor level to encourage depositing of wastes by construction personnel.

3.06 OPERATION, TERMINATION AND REMOVAL

A. Supervision:

The Design-Builder shall enforce strict discipline in use of temporary facilities. The Design-Builder shall limit availability of temporary facilities to essential and intended uses to minimize waste and abuse. The Design-Builder shall not permit temporary installations to be abused or endangered.

B. Maintenance:

1. The Design-Builder shall maintain facilities in good operating condition until removal. The Design-Builder shall protect from damage by freezing temperatures and similar elements.
2. The Design-Builder shall maintain operation of temporary enclosures, heating, cooling, humidity control ventilation and similar facilities on a 24-hour day basis where required to achieve indicated results and to avoid possibility of damage. The Design-Builder shall not allow unsanitary conditions, public nuisances or hazardous conditions to develop or persist on the Project Site.

C. Protection:

The Design-Builder shall prevent water filled piping from freezing. The Design-Builder shall maintain markers for underground lines. The Design-Builder shall protect from

damage during excavation operations.

D. Termination and Removal:

1. The Design-Builder shall remove each temporary service and facility promptly when need for has ended or when replaced by use of a permanent facility, but no later than Final Acceptance of the whole Work. Complete or if necessary restore permanent Work delayed because of interference with the temporary service or facility. The Design-Builder shall repair damaged Work, clean exposed surfaces and replace Work which cannot be repaired.
2. At Substantial Completion of the whole Work, the Design-Builder shall clean and renovate permanent services and facilities that have been used to provide temporary services and facilities during the construction period.
3. At Substantial Completion of the whole Work, the Design-Builder shall clean and renovate permanent facilities that have been used during the construction period, including but not limited to:
 - a. Replacing air filters and clean inside of ductwork and housings.
 - b. Replacing significantly worn parts and parts that have been subject to unusual operating conditions.
 - c. Replacing lamps that are used during construction .

END OF SECTION

SECTION 01520 - TEMPORARY SIGNAGE

PART 1 - GENERAL

1.01 DESCRIPTION

Provide all Work including all equipment, appliances, labor, materials, related electrical work, transportation and all operations required to provide temporary signs as specified herein or as instructed by the Owner.

1.02 QUALITY ASSURANCE

A. Qualifications:

1. Design-Builder will submit evidence of having successfully completed a contract of similar nature and magnitude and will have at least five years of documented experience in the type of Work specified herein.
2. Where special job conditions occur or where there is uncertainty as to interpretation, before execution of the Work, Design-Builder will request clarification from the Owner in writing.
3. Design-Builder will visit the Project site to determine specific installation and job conditions.
4. Commencement of work will constitute an unqualified acceptance by the Design-Builder of the installed Work on which signage work depends and that work as installed is suitable for the satisfactory execution of signage work.

B. Requirements of Regulatory Agencies:

1. Work performed under this Section will be strictly governed by local and state authorities of this expertise.
2. Maintain safety amongst persons employed in accordance with latest standards set by OSHA.

1.03 SUBMITTALS

A. In accordance with Section 01340 - SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES, submit the following:

1. Shop Drawings
 - a. Submit Shop Drawings for review prior to fabrication of all items furnished under this Contract.
 - b. Submit Shop Drawings for approval prior to fabrication of all items furnished under this Contract.
 - c. Exact identification of all paint formulas and colors.

2. Design-Builder will not order any materials or perform any construction, demolition or fabrication until all submittals have been reviewed and approved.
3. Any construction, demolition or fabrication performed or materials ordered prior to the approval of the prototypes will be done at the Design-Builder's own risk and expense.
4. Approval by the Owner of the Design-Builder's submittal relates to the requirements for design and compliance with the Contract Documents only.
5. Approval does not relieve the Design-Builder from responsibility for errors in dimension or for inadequate or improper use of materials for construction.

1.04 SEQUENCING AND COORDINATION

Integrate and schedule coordination of removal, installation and all work related to signage with other related trades.

1.05 REMOVAL AND STORAGE

- A. This portion of the Work will be included in the Contract Sum and not included in the Allowance.
- B. Design-Builder will remove and reuse all existing signage in accordance with the Contract Documents.
- C. All signs, extrusions, graphic or signage material will be carefully disassembled, removed from premises and stored by the Design-Builder prior to refurbishing and reinstallation.
- D. All signs, extrusions, graphic or signage material will be carefully protected with wrapping material and will be on pallettes, platforms or other support structures and not stored directly on the floor during construction operations.
- E. All signs, extrusions, graphic or signage materials will not be exposed to damaging conditions or abrasion during removal, storage, fabrication, delivery or installation.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. To establish a standard of quality, design, and function desired, portions of the Contract Documents have been based on the products of manufacturers mentioned hereafter.
- B. All materials shown on the Contract Documents will be of the best quality products available.
- C. All additional parts necessary to complete fabrication and installation will be furnished by the Design-Builder.
- D. Should conflicts occur in or between the Drawings, sign schedules, Specifications and on-

site conditions, Design-Builder is deemed to have included under the Contract Sum the more expensive item or method of construction.

E. All message patterns will be die cut.

2.02 VINYL SHEETING (for lettering and Authority Logos)

- A. Manufacturer: 3M Traffic Controls Divisions or equal
2860 Bankers Industrial Drive
Atlanta, GA 30360
- B. Type: "Scotchlite" Reflective Sheeting Engineer Grade or equal
Parkway White 3290 (for lettering) and
Blue and Red for logos.
- C. Thickness: 3.5 Mils
- D. Adhesive Backing: Continuous pressure sensitive backing manufactured by
Minnesota Mining and Manufacturing Company or equal.

2.03 POLYURETHANE PAINTS - EXTERIOR

- A. Manufacturer: Sherwin Williams
- B. Type: Acrylic polyurethane

2.04 PLYWOOD

- A. Manufacturer: Simpson or equal
- B. Type: MDO

2.05 WOOD

- A. All wood will be kiln dried, select furniture of quality A or better, for all exposed surfaces.
- B. Interior wood blocking or framing will be kiln dried, Wolmanized "B" grade or better.

PART 3 - EXECUTION

3.01 GENERAL

- A. Where adhesive mounting is specified, only adhesives specifically recommended by the manufacturer for compatibility with the base materials and adhesive strength will be used.
- B. Sign material lamination will utilize proper adhesives and will be smooth, consistent and free of bubbles, bulging and foreign matter.
- C. All message pattern applications will be crisp, sharp, clean and free of nicks, discontinuous curves, line wavers and other imperfections.

- D. All finished work will be smooth, free of scratches, gouges and other imperfections. Sign edges will be straight, smooth, free of cutting marks and other defects.
- E. Design-Builder will repair and replace damaged materials or signs caused by installer or any other related trades.
- F. Design-Builder will coordinate with other related trades the removal and installation of signage and components to insure uninterrupted progress of Work.

3.02 FABRICATION

- A. All Work will be fabricated to approved Shop Drawings.
- B. All cuffing, fabrication, and assembly will be done in the factory and shipped to the Project site as one complete unit, unless otherwise approved by the Owner.
- C. All joints, corners, miters, splices, or signage will be accurately machined, filled, fitted and rigidly framed together at joints and contact points and will be painted smooth to produce a monolithic appearance with visually imperceptible joints.
- D. All mechanical fasteners will be counter-sunk, filled, ground smooth, and painted as to render them visually imperceptible, unless otherwise specified as exposed.
- E. The heads of removable mounting fasteners will match the color and finish of the sign area where they occur.
- F. Work will be erected plumb, level, and true, with proper alignment and proper relationship to the work of the trades.
- G. All priming, surface preparation and paint application will be in accordance with the manufacturer's written data, description and instruction.
- H. All signs will be flat, true, and free from waviness. All exposed surfaces will not deviate from flat by more than 1/16 inch in any 36 inch distance.

3.03 MESSAGE PATTERNS

- A. The Design-Builder will fabricate sign text from master alphabet and master symbols approved by the Owner and Design-Builder's Design Professional. Interior signage will be Furtiger 65 Bold at 106% spacing and exterior signage will be Furtiger 55 Roman at 106% spacing.
- B. Full size message patterns for each sign will be prepared by the Design-Builder. These patterns will be used for correction and/or additions prior to fabrication. Changes will be considered as part of the scope of work.
- C. All vinyl message patterns used for final sign application will be die cut and not hand cut from vinyl, unless otherwise approved by the Design-Builder's Design Professional in writing.
- D. Sign text mechanicals are not to be enlarged for position only and are not to be used for

photographic reproduction.

- E. All panel or background sizes will be full size showing seam placement.
- F. Full scale message patterns will be submitted on paper showing proper size of the alphabet, airport logo or any other message legend. Hand drawn patterns are not acceptable.

3.04 LETTER FORMS AND SYMBOLS

- A. Letter forms for all signs will match existing airport sign letter forms and symbol standards.
- B. All letter forms and symbols will be free of nicks, burns, cuts, bubbles and any other irregularities.
- C. All symbols or forms used for final sign application or final finishing will be die cut. Hand cut letters or symbols are not acceptable.

3.05 MATERIALS CLEANING AND INSTALLATION

- A. Examine backup surfaces to determine that corners are plumb and straight, surfaces are smooth, uniform, clean and free from foreign matter, nails countersunk, and holes, joints and cracks filled flush and smooth with adjoining surface prior to attaching signage.
- B. Do not commence installation until backup materials are in a condition satisfactory to the Design-Builder to receive surfacing.
- C. Applications of adhesives should comply with adhesive manufacturer's application instructions on the container regarding:
 - 1. Method of application
 - 2. Spread rate
 - 3. Drying-time
 - 4. Open time
 - 5. Temperature and relative humidity limitations.

3.06 VINYL SHEETING AND DIE CUTS

- A. Text material for finished letter form, symbol or friskets on all signs, unless otherwise noted, will be die-cut pressure sensitive and will be pre-aligned and pre-spaced on carrier tape according to the sign text layouts.
- B. Hand cut finished letter forms, symbols or friskets will not be accepted.
- C. Vinyl sign text material for all sign types will be die cut and conform to the prescribed letter forms with a tolerance of +.015 inches and will be free of irregularities such as nicks, burrs, broken points and discontinuous curves.

- D. All letter sizes indicated on the sign text layouts will be determined by the letter height of the capital "B."
- E. All letters, symbols and targets will be pre-aligned and pre-spaced on carrier tape in accordance with the spacing guides.
- F. The colors will be as specified and will not be limited to manufacturer's standard colors.
- G. All vinyl sign text will be installed as per written instructions and recommendations of the manufacturer.
- H. All surfaces receiving application of vinyl sign text will first be cleaned of all dirt and/or accumulated foreign matter.

3.07 PAINTS AND INKS

- A. All paints and inks will be of type specially formulated and manufactured for application on the surface material upon which it is to be applied and recommended for such use by the manufacturer on the paint or ink.
- B. Priming, surface preparation and application of all materials will be in strict accordance with manufacturer's written product data and description and as otherwise necessary to produce data with a finish free of blistering, bleeding, fading and other imperfections.
- C. Order or mix paint for each color in quantity to assure consistent application for all signs in a given color.
- D. All paint and ink colors and samples will match specified manufacturer's color number, swatches and/or samples supplied by the Owner and/or the Design-Builder's Design Professional and will be as selected and approved by the Owner and/or Design-Builder's Design Professional during shop drawing review.
- E. All paint colors will be consistent in chroma and value and will maintain proper opacity or translucency.
- F. All paint and inks will be of the finest quality of heat, moisture and fade proof pigments and vehicles. For each color specified on sign schedule, paint will be mixed in sufficient quantity to accommodate every sign application of the specified color.
- G. The Design-Builder will allow paint surfaces to air dry 48 hours prior to the application of masking film which will be applied to protect all sign surfaces during shipping and erection.

3.08 PAINTING APPLICATION

All painting and spraying will be performed in well ventilated conditions and all precautions taken as necessary and as recommended by the paint manufacturer.

3.09 TEMPORARY SIGNAGE

- A. Temporary signage will conform to all conditions, Specifications and Drawings.

- B. All temporary signage will be finished to appear as permanent signage.
- C. All cuts and rounded edges will be smooth sanded prior to painting.
- D. All edges will be painted to match the front of sign as per painting specifications.
- E. Backs of sign will be painted where installation of sign shows exposed back.
- F. Refer to Owner's Allowances Section for temporary signage allocation.

3.10 CLEANUP

- A. The Design-Builder will be obliged to keep all areas and items clean, neat, and free of waste material, dirt and debris during construction and installation.
- B. After installation is complete, remove and dispose of all packing, packaging, waste materials and debris.
- C. All areas and items will be left clean and free from marks, scratches, dust, lint and other defects.

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 construction and safety during construction of the Project. Described herein are methods, procedures, rules and authorities to be adhered to during said construction period. In the event the Owner implements an Owner Controlled Insurance Program (OCIP), the Hillsborough County Aviation Authority Construction Safety & Health Guidelines Manual shall apply. The Design-Builder shall also comply with all safety requirements herein, unless in direct conflict with the Hillsborough County Aviation Authority Construction Safety & Health 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 operational for all users.
 - 2. Minimize delays to Airport operations.
 - 3. Maintain safety of Airport operations.
 - 4. Minimize delays to construction operations.
 - 5. Minimize Airport-operation/construction-activity conflicts.
 - 6. Minimize impacts to tenants and passengers.

1.02 OPERATIONAL SAFETY ON AIRPORT DURING CONSTRUCTION

- A. All Design-Builders' operations will be conducted in accordance with this Section. If the operations include work within the AOA impacts the AOA or aircraft flight surfaces, the operations will be conducted in accordance with FAA Advisory Circular 150/5370-latest edition. The Design-Builder will prepare and submit a Safety Plan Compliance Document (SPCD or safety plan) that details how it proposes to comply with the Construction Safety and Phasing Plan (CSPP). The CSPP is appended to the Project Manual and is a part of the Contract
- B. The Design-Builder will implement all necessary measures required by the safety plan prior to commencement of any work activity. The Design-Builder will conduct routine checks of the safety plan measures to assure compliance with the safety plan.
- C. The Design-Builder is responsible to the Owner for the conduct of all Subcontractors and others it employs on the Project. The Design-Builder 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. The necessary coordination actions to review Design-Builder proposed modifications to an approved CSPP or approved SPCD can require a significant amount of time.
- 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 Design-Builder'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 Design-Builder will observe all Airport rules and regulations and all other operational limitations which may be imposed from time to time. Design-Builder will provide marking, lighting, barricades, signs, or other measures which are required to properly identify Design-Builder's construction areas, Work sites, equipment, vehicles, storage areas, and/or conditions which may be hazardous to Airport operations.
- F. If the Design-Builder 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 Design-Builder and deducted by the Owner from monies due to the Design-Builder.
- G. The Design-Builder's responsibility for safety and security will begin on the day the Design-Builder starts Work or on the date of the Notice To Proceed and will continue until Design-Builder is complete.
- H. The Design-Builder is fully and solely responsible for all project safety as it pertains to the Design-Builder's Work. This includes complying with the Hillsborough County Aviation Authority Construction Safety & Health Guidelines Manual, implementing and enforcing its safety plan and procedures. Owner's acceptance, directives, approval, comments or any such action regarding Design-Builder's safety plan or Work shall not relieve the Design-Builder 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 Design-Builder'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 Design-Builder and the Design-Builder will take whatever steps necessary to remedy the unsafe condition. Should the Design-Builder 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 Design-Builder and deducted by the Owner from monies due to the Design-Builder.
- 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 Design-Builder 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 Design-Builder 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, Design-Builder, and any others deemed necessary by the Design-Builder may attend.
- B. The Design-Builder 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 Design-Builder will conduct its construction activities to conform to both routine and emergency requirements. The Design-Builder 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 Design-Builder has taken action to prevent recurrence. Delays/work stoppage as a result of the suspension of Work will be considered the fault of the Design-Builder and will not stop the Contract Time for assessing liquidated damages or other purposes.
- D. All Design-Builder 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 Design-Builder will provide a radio to monitor communications from the Air Traffic Control Tower or UNICOM. This operator will be trained and 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 Design-Builder 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 x 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, taxilanes, etc. Debris will be promptly removed from the AOA. The Design-Builder 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 Design-Builder'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 Design-Builder will confer with and obtain authorization from the Owner.
 - b. If the Design-Builder requires access to operational areas not delineated on the Drawing(s), the Design-Builder will participate in discussions leading to the imposition of restrictions on Airport operations in the affected areas. Design-Builder will strictly abide by all conditions imposed by the Owner relating to Design-Builder's entry and use of such areas and Design-Builder 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 Design-Builder 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 Design-Builder 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 subphases 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 or runway that has been closed for Work, on or adjacent thereto, or that has been used for a crossing point or haul route by the Design-Builder.

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 Design-Builder 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 Design-Builder, the Design-Builder will immediately notify the Owner. No areas will be approved for operations with violations occurring unless specifically authorized by the Owner.
- G. The Design-Builder 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 Design-Builder's expense. The Design-Builder 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. Design-Builder will be required to conform to safety requirements contained in the latest edition of FAA Advisory Circular 150/5370-latest edition, prohibits construction within the safety areas or Obstacle Free Zone (OFZ), as defined in the latest edition of FAA Advisory Circular 150/5300-13 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 Design-Builder to preclude violation of this restriction. The area will be well identified by warning signs and lights at night. The Design-Builder will install lighting, marking, barricades, signs and other measures to delineate closed and hazardous areas during construction. The guidance and procedures provided by the latest edition of FAA Advisory Circular AC 150/5340, "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 taxilane 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 Design-Builder's exclusive use during construction will be marked by the Design-Builder. The Design-Builder 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 Design-Builder will erect and maintain throughout the Contract, at Design-Builder'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 Design-Builder 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 Design-Builder 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 Design-Builder whenever unlocked. The Design-Builder 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 Design-Builder 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 Design-Builder 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 Design-Builder 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 Design-Builder's Construction Area. Drivers of personal vehicles being operated beyond this Design-Builder's Construction Area will be subject to loss of permission to enter the construction site.

K. Intermittent Construction Operations:

1. When the Work requires the Design-Builder to work within an AOA of the Airport on an intermittent basis (intermittent opening and closing of the AOA), the Design-Builder shall maintain constant communications as specified; immediately obey all instructions to vacate the AOA; and immediately obey all instructions to resume work in such AOA. Failure to maintain the specified communications or to obey instructions shall be cause for suspension of the Design-Builder's operations in the AOA until satisfactory conditions are provided. The areas of the AOA identified in the CSPP and on the construction phasing plans, cannot be closed to operating aircraft to permit the Design-Builder's operations on a continuous basis and will therefore be closed to aircraft operations intermittently as outlined in the Contract.
2. When directed to cease Work and move from the area, the Design-Builder will immediately respond and move all material, equipment and personnel outside areas. Work will not be resumed until directed by the Owner. Every reasonable effort will be made by the Owner to cause minimum disturbance to the Design-Builder's work. However, no guarantee can be made as to the extent to which disturbance can be avoided. Design-Builder'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 taxilanes. If an area is to be opened to aircraft movement, either at night or during the day, the Design-Builder 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 Design-Builder during the middle of the night hours as designated by the Owner. When directed by the Owner to cease Disruptive Work, the Design-Builder will immediately suspend and discontinue the Disruptive Work. Work will not be resumed until directed by the Owner. Design-

Builder'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 Design-Builder 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 Design-Builder close a public area until authorization to do so is granted by the Owner.
2. When the Contract Work requires the Design-Builder 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 Design-Builder 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 the latest edition of FAA Advisory Circular 150/5340, "Marking of Paved Area on Airports" and/or the Drawings and Specifications.
3. The Design-Builder will be responsible for controlling its operations and those of its Subcontractors and others so as to provide for the free and unobstructed movement of all passengers and private vehicles on the Airport.
4. The Design-Builder 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 Design-Builder, 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 Design-Builder 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 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 Design-Builder 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 Main Terminal and Airsides or by calling 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 Design-Builder'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 Design-Builder traffic authorized to enter the site will be experienced in the route or guided by the Design-Builder's personnel. The Design-Builder will be responsible for traffic control to and from the various construction areas on the site. The Design-Builder 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 Design-Builder's access route.
2. The Design-Builder will familiarize its employees with the route. Material and equipment delivery trucks will be accompanied by an employee of the Design-Builder familiar with the route. The Design-Builder 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 Design-Builder. Design-Builder personnel are not acceptable substitutes for the licensed, bonded security agency guard.
3. The Design-Builder will monitor and coordinate all Design-Builder traffic with the Owner. The Design-Builder 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 Design-Builder 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 Design-Builder they intend to visit.
 - b. Guard will notify the Design-Builder by telephone.
 - c. Design-Builder will go to gate and escort visitor to Design-Builder facility.

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

6. The Design-Builder is responsible for immediate cleanup of any debris deposited along the access route as a result of Design-Builder'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 Design-Builder 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 Design-Builder 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 Design-Builder 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 Design-Builder, at its own expense, shall be responsible for the repair to equal or better than preconstruction conditions of any damage caused by the Design-Builder's equipment and personnel.
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 Design-Builder will fully satisfy itself as to the ability of the existing Airport pavements to satisfactorily sustain the type of equipment Design-Builder plans to use. Should damage occur as a result of construction operations, the Design-Builder

will repair the damaged areas to an acceptable condition at Design-Builder's expense.

Q. Design-Builder's Security Requirements:

1. General Intent: It is intended that the Design-Builder will comply with all requirements of the Airport Security Program, SIDA training, TSA regulations, and with the Safety Plan specified herein. The Design-Builder will designate to the Owner, in writing, the name of its Design-Builder Security Officer (CSO). The CSO will be the Design-Builder's representative on the "Construction Security Committee" and will be accountable for these security requirements for the Design-Builder.
2. Design-Builder 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 Design-Builder's Office.
3. Identification - Personnel: All employees of the Design-Builder 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 Design-Builder and will state "**TPA – (Airside D) 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 Design-Builder, through the CSO.

In lieu of issuing badges, and with the approval of the Owner, the Design-Builder can require that each employee wear an outer garment with the company name prominently displayed so that all personnel can be identified as being member of the Design-Builder's work team.

In addition, all contractors working within the AOA at Tampa International Airport for more than 30 days, and requiring access to the Security Identification Display Area (SIDA) are required to obtain a TPA ID Media. They will be subjected to a FBI fingerprint-based Criminal History Records Check (CHRC) and a Transportation Security Administration Security Threat Assessment (STA). A TPA ID Media will not be issued to an individual until they successfully pass a CHRC and STA. Applicants that do not pass the required checks are not allowed to go into the SIDA.

New applicants requesting TPA ID Media must fill out and submit completed

application form including the required identification documents. They are required to complete fingerprints and go through the required training. This can take two to four weeks or longer to complete and TPA ID Media must be obtained before the worker can go into the SIDA. There is a fee for new, renewed and unaccounted for TPA ID Media (ie, lost, stolen, or not returned TPA ID Media to the Tampa Airport Badging Office). All TPA ID Media is required to be returned to Tampa Airport Badging Office upon TPA ID Media expiration or project completion. All fees will be paid promptly by the Design-Builder, by company check, or the amount will be withheld by Owner from payments due to the Design-Builder. Design-Builder agrees that fees 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.

Personnel will wear the TPA ID Media badge above the waist and on outermost garment at all times while on the AOA or SIDA area. All employees of Design-Builder or subcontractor requiring very limited access to the construction site are required to be escorted by a SIDA badged individual, with escort authority, at all times. The need for a TPA ID Media and the escort requirements shall be at the discretion of the Authority.

4. Identification - Vehicles: The Design-Builder, through the CSO, will establish and maintain a list of Design-Builder and subcontractor vehicles authorized to operate on the Project site and for Work within the AOA and SIDA at Tampa International Airport. It is required that the Design-Builder and all Subcontractors submit a request for a TPA vehicle validation sticker through the TPA Badging office. The Owner requires vehicle details such as make, model, VIN or equipment number, etc. Vehicles are also required to have company indicia on both sides and it needs to be large enough print to be seen from a distance of 200'. TPA vehicle validation sticker will be placed on the front left portion of the vehicles windshield and be assigned in a manner to assure positive identification of the vehicle at all times.
5. Identification – Equipment: The Design-Builder 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 Design-Builder's name. Identification must be physically marked on equipment or attached with a durable removable device such as a wire tie.
6. Employee Parking:
 - a. Area for parking of the Design-Builder's employee's vehicles is in the Design-Builder's Construction Area or Staging Area to be defined by the Owner. Parking will be accomplished in straight equally spaced rows. Design-Builder 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 Design-Builder 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.

- b. When the Design-Builder's employees parking area is adjacent to another Design-Builder'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.
 - c. 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.
- 7. **Materials Delivery to the Site:** All Design-Builder'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.
 - 8. **Breach of Security Fine:** Design-Builder agrees that liquidated damages in the amount of Ten Thousand Dollar (\$10,000.00) per occurrence may be assessed against the Design-Builder if the Design-Builder violates the requirements of the Airport Security Program, AIDA training, TSA regulations, or the Security requirements specified herein. Design-Builder 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. 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 Design-Builder and/or termination of the Contract.
 - 9. Amendments to this Safety Plan and Security requirements may be made by the Owner and will be immediately binding on Design-Builder.

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 Design-Builder 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 Design-Builder's Work. No additional compensation will be made for any extra expense relating to an existing facility, utility, or feature.
- C. The Design-Builder 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. Design-Builder 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, 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 Design-Builder 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 Number
(To the best of the Authority'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. Drew Siranni	(813) 228-1639
Fuel Lines	Mr. Christopher Perea	(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. Ryan Smith	(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, the Design-Builder 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. To the extent that such construction, reconstruction, or maintenance has been coordinated with the Owner, such authorized work (by others) shall be shown on the plans and identified with specific utility related data (e.g., utility owner, contact information, etc.).
- E. Design-Builder 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 Design-Builder 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. When ordered as Extra Work by the Owner, the Design-Builder shall make all necessary repairs to the Work, which are due to such authorized Work by others, unless otherwise provided for in the Contract Documents. In addition, the Design-Builder 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 Design-Builder 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 Design-Builder 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 Design-Builder 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 the Design-Builder of its responsibility to protect such existing features from damage or unscheduled interruption of service.
- I. It is further understood and agreed that the Design-Builder will, upon execution of the Contract, notify all utility services, FAA facility, or other facilities of the Design-Builder'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 Design-Builder to keep such individual utility service or FAA facility advised of changes in the Design-Builder'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 Design-Builder will (1) Call Sunshine 811, and (2) again notify each such utility service or FAA facility in writing, copying the Owner, of Design-Builder's plan of operations. If, in the Design-Builder'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 Design-Builder's commencement of operations in such general vicinity. The Design-Builder will furnish a written summary of the notification to the Owner.
- L. Failure of the Design-Builder to provide at least 72 hours' notice and properly coordinate in advance Work on or near existing utilities will be cause for the Owner to suspend Design-Builder'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 Design-Builder before any Work in the general vicinity is started. Thereafter, through the entire time of the Work, the Design-Builder 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 Design-Builder 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 Design-Builder will be required to use excavating 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 Design-Builder's operations.
- Q. If damage occurs to any utilities, the Design-Builder will be assessed a fee of \$2,000

liquidated damages per cut per cable, line or strand, which liquidated damages will only represent the expense incurred by the Owner in coordinating the repair, and which will not prevent the Owner or others from recovering from the Design-Builder other costs, damages, or expenses of any other nature incurred on account of damages to utilities. The Design-Builder agrees that these coordination damages for cut cables are uncertain and these coordination damages are reasonable and are not a penalty and a reasonable consideration of the repair. There is no intention to double count damages under this provision.

- R. FAA FACILITIES AND CABLE RUNS. The Design-Builder 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 Design-Builder, during the prosecution of the Project work, will comply with the following:
1. The Design-Builder 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 Design-Builder 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 Design-Builder will contact the above named FAA Person to Contact a minimum of 72 hours prior to the time of the required outage.
 4. Any damage to FAA cables, access roads, or FAA facilities during construction caused by the Design-Builder's equipment or personnel whether by negligence or accident will require the Design-Builder to repair or replace the damaged cables, access road, or FAA facilities to FAA requirements. The Design-Builder shall not bear the cost to repair damage to underground facilities or utilities improperly located by the FAA.
 5. If the Project work requires the cutting or splicing of FAA owned cables, the above named FAA Person to 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 Design-Builder 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 Design-Builder will furnish and install a sufficient length of new cable that eliminates the need for any splice.
- S. Should the Design-Builder damage or interrupt the operation of a utility service or FAA facility by accident or otherwise, the Design-Builder 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 Design-Builder, 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 Design-Builder will immediately repair, at the Design-Builder's own expense, with identical material by skilled workers, all utilities, FAA cables, and other facilities which are damaged by the Design-Builder'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 Design-Builder proposes to make to any FAA cables or utility service damaged by the Design-Builder.

The Design-Builder shall bear all costs of damage and restoration of service to any utility service or facility due to its operations whether due to negligence or accident. The Owner reserves the right to deduct such costs from any monies due or which may become due the Design-Builder, or its own surety.

- 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 Design-Builder will, at the election of the Owner, (1) be replaced/repared by the Design-Builder to the satisfaction of the Owner or (2) be replaced/repared by the Owner at the Design-Builder's expense.

PART 2 – PRODUCTS

Not used.

PART 3 – EXECUTION

Not used.

END OF SECTION

SECTION 01560 - PREVENTION, CONTROL AND ABATEMENT OF EROSION
AND WATER POLLUTION

PART 1 - GENERAL

1.01 DESCRIPTION

- A. This specification includes requirements for prevention, control and abatement of erosion, siltation and water pollution resulting from construction of the Project until Final Acceptance.
- B. The Design-Builder will comply with all applicable provisions of local Codes concerning grading, filling, excavation, and soil removal.
- C. The Design-Builder will comply with all federal, state, and local laws and regulations controlling pollution of the environment. The Design-Builder will take necessary precautions to prevent pollution of streams, lakes, ponds, and reservoirs with fuels, oils, asphalts, chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter.

1.02 PERMITS

It will be the responsibility of the Design-Builder to obtain all federal, state, and local permits and to conduct its Work in the manner designated by all applicable permits. Violations of any permit by the Design-Builder will in no way involve the Owner regardless of who obtained the permit initially.

1.03 ECOLOGICAL REQUIREMENTS

- A. The Design-Builder shall take sufficient precautions to prevent pollution of rivers, streams, lakes, tidal waters, reservoirs, canals and other water impoundments with fuels, oils, bitumens, calcium chloride or other harmful materials. Also, Design-Builder shall conduct and schedule operations so as to avoid interference with movement of migratory fish. No residue from dust collectors or washers will be dumped into any live stream.
- B. Construction operations in rivers, streams, lakes, tidal waters, reservoirs, canals and other water impoundments will be restricted to those areas where it is necessary to perform filling or excavation to accomplish the Work shown in the Plans and to those areas which must be entered to construct temporary or permanent structures. As soon as conditions permit, rivers, streams, lakes, tidal waters, reservoirs, canals and other water impoundments will be promptly cleared of all obstructions placed therein or caused by construction operations.
- C. Except as necessary for construction, excavated material will not be deposited in rivers, streams, lakes, tidal waters, reservoirs, canals and other water impoundments, or in a position close enough thereto to be washed away by high water or runoff.
- D. The Design-Builder shall not disturb lands or waters outside the limits of construction except as may be found necessary and authorized by the Owner.

TPA / Airside D Development Program & Westside Checked Baggage Screening System Relocation and Upgrades

1.04 SCHEDULING/COORDINATION

- A. Clearing and grubbing will be so scheduled and performed that grading operations can follow immediately thereafter. Grading operations will be so scheduled and performed that permanent erosion control features can follow immediately thereafter if conditions on the Project permit.
- B. The Design-Builder shall schedule operations such that the area of unprotected erodible earth exposed at any one time is not larger than the minimum area necessary for efficient construction operations, and the duration of exposed, uncompleted construction to the elements will be as short as practicable.

1.05 PROTECTION OF STORM DRAINS

- A. Storm drainage facilities, both open and closed conduit, serving the construction area will be protected from pollutants and contaminants by the Design-Builder.
- B. If the Owner determines that siltation of drainage facilities has resulted due to the Project, the Owner will advise the Design-Builder to remove and properly dispose of the deposited materials. At the Owner's sole discretion, the Design-Builder (DB) may be directed the DB to camera the line to ensure that all siltation or materials have been removed. Cost for this work will not be an increase to the GMP.
- C. Should the Design-Builder fail to or elect not to remove the deposits, the Owner will provide maintenance cleaning as necessary and charge all costs of such service against the amount of money due or to become due the Design-Builder.

1.06 PREVENTION, CONTROL AND ABATEMENT REQUIREMENTS

- A. The Design-Builder shall provide, install, construct, and maintain all coverings, mulching, sodding, sand bagging, berms, slope drains, hay and straw bales, sedimentation structures, or other devices necessary to meet City, State and Federal regulatory agency codes, rules and laws, and as indicated on the Drawings.
- B. The locations of and methods of operation in all detention areas, borrow pits, material supply pits and disposal areas furnished by the Design-Builder will meet the approval of the Owner as being such that erosion during and after completion of the Work will not likely result in detrimental siltation or water pollution.
- C. The Owner may limit the surface areas of unprotected erodible earth exposed by clearing and grubbing, excavation or filling operations and may direct the Design-Builder to provide immediate erosion or pollution control measures to prevent siltation or contamination of any river, stream, lake, tidal water, reservoir, canal, and other water impoundment or to prevent damage to the Project or property outside the Project limits.

PART 2 – PRODUCTS

Not used.

TPA / Airside D Development Program & Westside Checked Baggage Screening System Relocation and Upgrades

PART 2 – EXECUTION

Not used.

END OF SECTION

SECTION 01561 - CONSTRUCTION CLEANING

PART 1 - GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Design-Builder shall execute daily cleaning during progress of Work. Design-Builder shall execute final cleanup prior to Substantial Completion and again prior to Final Acceptance.
- B. Hazards Control:

Design-Builder 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. Design-Builder shall conduct cleaning and disposal operations to comply with local ordinances and anti-pollution laws:
 - 1. Design-Builder shall not burn or bury rubbish and waste materials on Project site.
 - 2. Design-Builder shall not dispose of volatile wastes, such as mineral spirits, oil, or paint thinner, in storm or sanitary drains.
- D. Design-Builder shall transport waste materials and debris across Airport property in covered trucks.

PART 2 - PRODUCTS

2.01 MATERIALS

Design-Builder 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. Design-Builder 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. Design-Builder 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. Design-Builder shall clean and perform maintenance

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

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

3.02 DUST CONTROL

Design-Builder shall:

- A. Clean interior building areas prior to start of finish painting or special coatings.
- B. Wet down materials and rubbish or other dust control measures 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. Design-Builder 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. Design-Builder 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. Design-Builder shall remove waste materials from Project site daily and dispose of in a lawful manner.
- C. Protection - Limiting Exposures: Design-Builder 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:

Design-Builder 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 01600 - MATERIALS AND EQUIPMENT

PART 1 - GENERAL

1.01 TRANSPORTATION AND HANDLING

Design-Builder shall:

- A. Deliver, handle, and store products in accordance with manufacturer's recommendations and by methods and means which will prevent damage, deterioration, and loss, including theft.
- B. Control delivery schedule to minimize long-term storage of products at Project site from overcrowding of construction spaces. Coordinate delivery and installation to minimize holding of storage times for products recognized to be flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other sources of loss.
- C. Deliver products in undamaged conditions, in manufacturer's original containers and prepackaging, with identifying labels intact and legible.
- D. Immediately upon delivery, inspect shipments for compliance with requirements of Contract Documents and accepted submittals and to verify that products are properly protected and undamaged.
- E. Promptly remove unsatisfactory materials from Project site.
- F. Furnish equipment and personnel to handle products by methods to prevent soiling or damage to products or packaging.
- G. Provide transportation and delivery F.O.B. Project Site.

1.02 STORAGE

Design-Builder shall:

- A. Store materials subject to damage from exposure to weather in weather tight storage facilities of suitable size with floors raised above ground. Materials not subject to weather damage may be stored on blocks off ground.
- B. Store fabricated products in accordance with manufacturer's instructions, with seals and labels intact and legible. Store products subject to damage by elements in weather tight enclosures. Maintain temperature and humidity within range required by manufacturer's instructions.
- C. Cover materials which are subject to deterioration with impervious sheet covering providing adequate ventilation to avoid condensation.
- D. Store loose granular materials in well-drained area on solid surfaces to prevent mixing with foreign matter and cover during inclement weather. Store cementitious and clay

products clear of earth or concrete floors, away from walls.

- E. Arrange storage in manner to permit easy access for inspections.
- F. Protect metal from damage, dirt, or dampness. Furnish flat, solid support for sheet products during storage.
- G. Make periodic inspections of stored materials to verify that products are maintained under specified conditions and are free from damage or deterioration.
- H. Not use materials in Work which have deteriorated, become damaged, or are otherwise unfit for use.
- I. Store and mix paints in assigned room or area kept under lock and key.
- J. Remove oil, rags, and other combustible materials daily and take precautions to prevent fire hazards.
- K. Not load structure during construction by storing materials with load greater than structure can bear safely.

PART 2 - PRODUCTS

2.01 MATERIAL AND EQUIPMENT INCORPORATED INTO WORK

Design-Builder shall:

- A. Comply with applicable Specifications and Standards.
- B. Comply with size, make, type, and quality specified or as specifically accepted in writing by Owner.
- C. Design, fabricate, and assemble products in accordance with engineering and shop practices normal to trade.
- D. To greatest extent possible, for each unit of Work, provide products, materials, or equipment of singular generic kind and from single source.
- E. Manufacture like parts of duplicate units to standard interchangeable sizes and gages. Two or more items of same kind may be identical by same manufacturer.
- F. Provide products suitable for service conditions.
- G. Adhere to equipment capacities, sizes, and dimensions shown or specified unless variations are specifically accepted in writing.
- H. Not use material or equipment for any purpose other than that for which it is designed or is specified.

- I. Nameplates:
 - 1. Not permanently attach or imprint manufacturer's or producer's nameplates or trademarks on exposed surfaces of products which will be exposed to view either in occupied spaces or on exterior of Work, except for Testing Laboratory approval labels and operating data.
 - 2. Locate required labels and stamps on concealed surface or, where required for observation after installation, on accessible surface which in occupied spaces are not conspicuous.

- J. Equipment Nameplates:
 - 1. Provide permanent nameplate on each item of service-connected or power-operated equipment.
 - 2. Indicate manufacturer, product name, model number, serial number, capacity, speed, ratings, and similar essential operating data.
 - 3. Locate nameplates on an easily accessed surface which, in occupied spaces, is not conspicuous.

- K. Provide products which comply with requirements, which are undamaged and unused at time of installation, and which include accessories, trim, finish, safety guards, and other devices and details needed for installation, intended use, and effect.

- L. Standard Products: Where available, provide standard products of types which have been produced and used previously and successfully on other projects and in similar applications.

- M. Design-Builder shall affix Owner property tags to all equipment required to be inventoried by Owner. Design-Builder shall verify requirement with Owner for each purchased equipment.

PART 3 - EXECUTION

3.01 MANUFACTURER'S INSTRUCTIONS

Design-Builder shall:

- A. When Contract Documents require that installation of Work will comply with manufacturer's printed instructions, obtain and distribute copies of instructions to parties in installation, including two copies to the Owner, prior to commencing Work.

- B. Maintain one set of complete instructions at Project site during installation and until completion.

- C. Maintain copies for Project Record Documents.

- D. Handle, install, connect, clean, condition, and adjust products in strict accord with manufacturer's instructions and in conformity with specified requirements.
- E. Inspect substrate to receive Work and conditions under which Work is to be performed.
- F. Notify the Owner in writing for further instructions, should job conditions or specified requirements conflict with manufacturer's instructions and not proceed with Work without clear written instructions.
- G. Perform Work in accordance with manufacturer's instructions and not omit preparatory steps or installation procedures.
- H. Install Work during conditions of temperature, humidity, exposure, forecasted weather, and status of Project completion which will ensure best possible results for each item of material or equipment.
- I. Isolate noncompatible materials to prevent deterioration.
- J. Mount individual units of Work at industry recognized standard mounting heights for applications indicated and refer questionable mounting height choices to Owner for final decision.

3.02 PROTECTION

Design-Builder shall:

- A. Furnish protection against weather. Cover building openings to protect interior of building from weather.
- B. Maintain Work, materials, apparatus, and fixtures free from damage.
- C. Protect items having factory finish to prevent damage to finish and equipment.
- D. At end of day's Work, cover new Work likely to be damaged or otherwise protect as necessary.
- E. After installation, secure substantial coverings as necessary to protect installed products from damage from traffic and subsequent construction operations.
- F. Remove protection when no longer needed and upon completion of Work, remove storage facilities from Project site.
- G. Install and maintain barricades, stanchions, or other means of protection to keep traffic off of installed product as necessary.

END OF SECTION

SECTION 01605 - PRODUCTS AND SUBSTITUTIONS

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Definitions: Definitions used in this paragraph are not intended to negate the meaning of other terms used in the Contract Documents, including such terms as, "specialties", "systems", "structure", "finishes", "accessories", "furnishings", "special construction" and similar terms. Such terms are self-explanatory and have recognized meanings in the construction industry.
1. "Products" are defined to include purchased items for incorporation into the Work, regardless of whether specifically purchased for Project or taken from Design-Builder's stock of previously purchased products.
 2. "Named Products" are products identified by use of the Manufacturer's name for a product, including such items as a make or model designation, as recorded in published product literature, of the latest issue as of the date of the Contract Documents.
 3. "Materials" are defined as products which must be substantially cut, shaped, worked, mixed, finished, refined, or otherwise fabricated, processed, installed or applied to form units of Work.
 4. "Equipment" is defined as products with operational parts, regardless of whether motorized or manually operated, and particularly including products with service connections (wiring, piping, etc.).
- B. Substitutions: The Design-Builder's requests for changes in the products, materials, equipment and methods of construction required by the Contract Documents are considered requests for "substitutions" and are subject to the requirements specified herein.
1. The requirements for substitutions do not apply to specified Design-Builder options on products and construction methods. Revisions to Contract Documents, where requested by the Owner or Design-Builder's Design Professional, are "changes" not "substitutions".
 2. Requested substitutions during subcontractor bidding period, which have been accepted prior to Receipt of Bids, are included in Contract Documents and are not subject to requirements for substitutions as specified herein.
 3. Design-Builder's determination of and compliance with governing regulations and orders issued by governing authorities does not constitute "substitutions", and does not constitute a basis for Change Orders, except as provided for in the Contract Documents. Otherwise, Design-Builder's requests for changes in products, materials and methods of construction required by Contract Documents are considered requests for "substitutions" and are subject to the requirements hereof.

C. Standards:

Refer to Specification Section 01095 - DEFINITIONS AND STANDARDS for acceptability of industry standards to products of Project and for acronyms used in text of Specification sections.

1.02 REQUIREMENTS INCLUDED

- A. Materials specified are to define standard of quality or performance and to establish basis for evaluation of selections.
- B. Size of each item of material and equipment shown on the Drawings is based on dimensions of individual manufacturers. While other manufacturers may be acceptable, it will be responsibility of the Design-Builder to determine whether or not material and equipment proposed will fit into available space.
- C. Compliance requirements for individual products as indicated in Contract Documents are multiple in nature and may include generic, descriptive, proprietary, performance, prescriptive, compliance with standards, compliance with codes, conformance with graphic details, and other similar forms and methods of indicating requirements, all of which must be complied with. Allowances, alternatives, and similar provisions of the Contract Documents will have bearing on selection process.
- D. Where materials or equipment are specified by trade or brand name, it is not intended to discriminate against an equivalent product of another manufacturer, except where specifically noted NO SUBSTITUTION.
- E. Design-Builder's options for selecting products are limited by Contract Document requirements and governing regulations and are not controlled by industry traditions or procedures experienced by Design-Builder on previous construction projects.
- F. Revisions to Contract Documents, where requested by Owner or Design-Builders' Design Professional, are changes not substitutions.
- G. When specified products do not comply with requirements or are not a feasible selection, advise Owner in writing before proceeding.

1.03 QUALITY ASSURANCE

- A. Source Limitations:
 - 1. To the greatest extent possible for each unit of Work, provide products, materials, or equipment of a singular generic kind from a single source.
 - 2. When it is discovered that specified products are available only from sources that do not or cannot produce a quality adequate to complete Project requirements in a timely manner, consult with the Design Professional for a determination of the most important product qualities before proceeding. Qualities may include attributes relating to visual appearance, strength, durability, or compatibility.

When a determination has been made, select products from sources that produce products that possess these qualities to the fullest extent possible.

B. Compatibility of Options:

When the Design-Builder is given the option of selecting between two or more products for use on the Project, the product selected will be compatible with products previously selected, even if previously selected products were also options. Complete compatibility between the various choices available to the Design-Builder is not assured by the various requirements of the Contract Documents but will be provided by the Design-Builder.

1.04 SUBSTITUTIONS

A. Procedures:

1. After this Part 2 Contract as modified is awarded:

a. Design-Builder's written request for substitutions will be received and considered when extensive revisions to Contract Documents are not required and changes are in keeping with general intent of Contract Documents, when timely, fully documented and properly submitted, and when one or more of the following conditions are satisfied, all as judged by the Owner. Otherwise requests will be returned without action except to record non-compliance with these requirements.

(1) Where request is directly related to an "or equal" clause or other language of same effect in Contract Documents.

(2) Where required product, material or method cannot be provided within Contract Time, but not as a result of Design-Builder's failure to pursue the Work promptly or to coordinate various activities properly.

(3) Where required product, material or method cannot be provided in a manner which is compatible with other materials of the Work, or cannot be properly coordinated therewith, or cannot be warranted as required, or cannot be used without adversely affecting Owner's insurance coverage on completed Work, or will encounter other substantial non-compliances which are not possible to otherwise overcome except by making requested substitution, which Design-Builder thereby certifies to overcome such non-compatibility, non-coordination, non-warranty, non-insurability or other non-compliance as claimed.

(4) Where required product, material or method cannot receive required approval by a governing authority and requested substitution can be so approved.

b. Noncomplying requests will be returned without action except to record noncompliance with requirements.

- c. Properties of proposed substitution, including but not limited to the following, as applicable, will be considered:
 - (1) Physical dimension requirements to satisfy space limitations.
 - (2) Static and dynamic weight limitations, structural properties.
 - (3) Audible noise levels.
 - (4) Vibration generation.
 - (5) Interchangeability of parts or components.
 - (6) Accessibility for maintenance, possible removal or replacement.
 - (7) Colors, textures, and compatibility with other materials, products, assemblies, and components.
 - (8) Equipment capacities and performance characteristics.
 - (9) Electromagnetic interference.

- d. Substitutions will not be considered if:
 - (1) They are indicated or implied on Shop Drawing, Project Data submittals, or mock-ups without formal request.
 - (2) Acceptance will require substantial revision of Contract Documents as determined by Owner.
 - (3) Additional cost to Owner is involved.
 - (4) Requests for substitutions are not submitted in a timely fashion.

- e. Design-Builder will bear all costs for additional compensation to Design-Builder's Design Professional for redesign and evaluation services, increased costs of other work by Owner or separate contractors, and other incurred costs or similar considerations due to acceptance of substitution.

- f. Should substitution be accepted under provisions of above clauses, and substitution subsequently proves defective or otherwise unsatisfactory for service for which it was intended within warranty period, the Design-Builder will replace defective material with material specified at no additional cost to Owner.

- g. Submittal of, and Design-Builder's acceptance of, shop drawings, product data, or samples which relate to work not complying with requirements of Contract Documents does not constitute an acceptable and valid request for substitution, nor approval thereof.

- h. If proposed substitution is not accepted or all requirements are not entirely complied with, provide specified product or material. Costs for delays will be borne by Design-Builder.

B. Form of Requests:

- 1. Submit three copies, fully identified for product or method being replaced by substitution, including related Specifications section and drawing number(s), and fully documented to show compliance with requirements for substitutions.

2. Proposed substitutions will state:
 - a. Product Data, Drawings.
 - b. Changes required in other elements of Work because of substitution.
 - c. Availability of maintenance service and source of replacement parts as applicable.
 - d. When requested, test data from independent testing laboratory to show compliance with performance characteristics specified.
 - e. Related Specifications sections and drawing numbers, fully documented to show compliance with requirements for substitutions.
 - f. Description of methods.
 - g. Samples where applicable.
 - h. Detailed comparison of significant qualities between specified item and proposed substitution.
 - i. Statement of effect on construction time and coordination with other affected work.
 - j. Statement to the effect that proposed substitution will result in Work equal to or better than Work originally indicated.
 - k. Cost information or proposal.

C. Shop Drawings, Product Data and Sample Submittals:

Design-Builder's submittal of (and Owner's acceptance of) Shop Drawings, mock-ups, Product Data or samples which relate to Work not complying with requirements of Contract Documents does not constitute an acceptable or valid request for a substitution, nor approval thereof.

1.05 DESIGN-BUILDER'S REPRESENTATIONS

- A. Request for substitution constitutes representation that Design-Builder:
1. Has investigated proposed product and determined that it is equal to or superior in all respects to that specified.
 2. Will furnish same warranties or bonds for substitution as for product specified.
 3. Will coordinate installation of accepted substitution into Work and make such other changes as may be required to make Work complete in all respects.

4. Waives all claims for additional costs which may subsequently become apparent.

1.06 OWNER'S DUTIES

- A. Owner will determine acceptability of proposed substitutions.
- B. Owner will review requests for substitutions with reasonable promptness and notify Design-Builder, in writing, of decision to accept or reject requested substitution. Owner's judgment and decision is final.
- C. Review of Owner's acceptance or failure to take exceptions to substitutions or other review documents will not relieve Design-Builder of its responsibility for item actually meeting performance or other requirements of Contract Documents.

1.07 SUBMITTALS

- A. Product List Schedule:
 1. Prepare a schedule showing products specified in a tabular form acceptable to the Owner. Include generic names of products required. Include the manufacturer's name and proprietary product names for each item listed.
 2. Coordinate the product listing with the Design-Builder's Construction Schedule and the Schedule of Submittals.
 3. Form:
 - a. Prepare the product listing schedule with information on each item tabulated under the following column headings:
 - (1) Related Specification heading number.
 - (2) Generic name used in Contract Documents.
 - (3) Proprietary name, model number and similar designations.
 - (4) Manufacturer's name and address.
 - (5) Supplier's name and address.
 - (6) Installer's name and address.
 4. Initial Submittal:

Within 14 days after date of commencement of the Work, submit initial product list schedule. Provide a written explanation for omissions of data and for known variations from Contract requirements.
 5. Owner's Action:
 - a. The Owner will respond in writing to the Design-Builder. The Owner's response will include the following:
 - (1) A list of unacceptable product selections, containing a brief explanation of reasons for this action.

- (2) A request for additional data necessary for the review and possible acceptance of the products and manufacturer's listed.

PART 2 - PRODUCTS

2.01 GENERAL PRODUCT REQUIREMENTS

A. General:

1. Provide products which comply with requirements, which are undamaged and unused at time of installation, and which are complete with accessories, trim, finish, safety guards, and other devices and details needed for complete installation and for intended use and effect.
2. Compliance with codes, graphic details, allowances, and similar provisions of the Contract Documents also have a bearing on the selection process.
3. Refer to Section 01600 - MATERIALS AND EQUIPMENT.

B. Standard Products:

Where available, provide standard products of types which have been produced and used previously and successfully on other projects and in similar applications.

C. Continued Availability:

Where additional amounts of a product, by nature of its application, are likely to be needed by Owner at a later date for maintenance and repair or replacement work, provide a standard, domestically produced product which is likely to be available to Owner at such later date.

2.02 PRODUCT SELECTION LIMITATIONS

A. Product Selection Procedures: Design-Builders options in product selection are governed by the Contract Documents and governing regulations, not by previous industry tradition or project experience. Procedures governing product selection include, but are not limited to, the following:

1. Proprietary Specification Requirements:

- a. Where a single product or manufacturer is named, provide the product indicated. Other products may be considered by the Owner in compliance with provisions concerning substitutions. Where the term NO SUBSTITUTION is indicated, provide only product indicated.
- b. Advise the Owner before proceeding when it is discovered that the named product is not a feasible solution.

2. Semi-proprietary Specification Requirements:

- a. Where two or more products or manufacturers are named, provide one of the products indicated. No substitutions will be permitted, unless the Specifications indicate possible consideration of other products.
- b. Acceptable Manufacturers: When products are specified by one or more manufacturers' model or performance criteria with reference to other acceptable manufacturers, products manufactured by acceptable manufacturers listed must meet minimum performance criteria specified or meet quality of models specified.
- c. Advise the Owner before proceeding when it is discovered that the named product is not a feasible solution.
- d. Where products or manufacturers are specified by name accompanied by the term "or equal" or "or approved equal," comply with Item 1.04 SUBSTITUTIONS of this Section for procedural requirements governing substitutions to obtain approval for use of an unnamed product.

3. Non-Proprietary Specifications:

When the Contract Documents list products or manufacturers that are available and may be incorporated in the Work but do not restrict the Design-Builder to use of these products only, the Design-Builder may propose any available product that complies with Contract Document requirements. Comply with Item 1.04 SUBSTITUTIONS of this Section for procedural requirements to obtain approval for use of an unnamed product.

4. Descriptive Specification Requirements:

Where Contract Documents describe a product or assembly listing exact characteristics required, with or without use of a brand or trade name, provide a product or assembly that provides those characteristics and otherwise complies with the Contract Documents.

5. Prescriptive Requirements:

Provide products which have been produced in accordance with prescriptive requirements, using specified ingredients and components and complying with specified requirements for mixing, fabricating, curing, finishing, testing, and similar operations in manufacturing process.

6. Performance Specification Requirements:

- a. Where Contract Documents require compliance with performance requirements, provide products that comply with these requirements and are recommended by the manufacturer for the application indicated. General overall performance of a product is implied where the product is specified for a specific application.

- b. Manufacturer's recommendations may be contained in published product literature or by the manufacturer's certification of performance.
- 7. Compliance with Standards, Codes and Regulations:

Where the Contract Documents only require compliance with an imposed code, standard or regulation, select a product that complies with the standards, codes or regulations specified.
- 8. Visual Matching:
 - a. Where Contract Documents require matching an established sample, the Owner's decision will be final on whether a proposed product matches satisfactorily.
 - b. Where no product available within the specified category matches satisfactorily and also complies with other specified requirements, comply with provisions of the Contract Documents concerning "substitutions" for selection of a matching product in another category, or for noncompliance with specified requirements.
- 9. Visual Selection:
 - a. Where specified product requirements include the phrase ".....as selected from manufacturer's standard colors, patterns, textures..." or a similar phrase, select a product and manufacturer that complies with other specified requirements. The Owner will select the color, pattern and texture from the product line selected.
 - b. Where specified product requirements include ".as selected from standard colors, patterns, textures available within the industry..", or words to that effect, selection of product complying with requirements and within established cost category is Owner's and Design Professional's selection, including designation of manufacturer where necessary to obtain desired color, pattern, or texture.
- 10. Compatibility of Products:
 - a. Where more than one choice is available as an option for Design-Builder's selection of product or material, select option which is compatible with other products and materials already selected which may have been from among options for other products and materials.
 - b. Total compatibility among options is not assured by limitations within Contract Documents, but must be provided by Design-Builder.
 - c. Compatibility is basic general requirement of product and material selections.

2.03 NAMEPLATES

- A. Except as otherwise indicated for required approval labels and operating data, do not permanently attach or imprint manufacturer's or producer's nameplates or trademarks on exposed surfaces of products which will be exposed to view either in occupied spaces or on exterior of the Work.
 - 1. Labels: Locate required labels and stamps on a concealed surface or, where required for observation after installation, on an accessible surface which, in occupied spaces, is not conspicuous.
 - 2. Equipment Nameplates: Provide permanent nameplate on each item of service-connected or power-operated equipment. Locate nameplates on an easily accessed surface which, in occupied spaces, is not conspicuous. The nameplate will contain the following information and other essential operating data:
 - a. Name of product and manufacturer.
 - b. Model and serial number.
 - c. Capacity.
 - d. Speed.
 - e. Ratings.

PART 3 - EXECUTION

3.01 INSTALLATION OF PRODUCTS

- A. Except as otherwise indicated in individual sections of the Contract Documents, comply with manufacturer's instructions and recommendations for installation of products in the applications indicated. Anchor each product securely in place, accurately located and aligned with other Work.
- B. Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion of the whole Work.

END OF SECTION

SECTION 01610 – CONTROL OF MATERIALS

PART 1 - GENERAL

1.01 SOURCE OF SUPPLY AND QUALITY REQUIREMENTS

- A. The materials used in the Work shall conform to the requirements of the Contract, Plans, and Specifications. Unless otherwise specified, such materials that are manufactured or processed shall be new (as compared to used or reprocessed).
- B. In order to expedite the inspection and testing of materials, the Design-Builder shall furnish documentation to the Owner as to the origin, composition, and manufacture of all materials to be used in the Work. Documentation shall be furnished promptly after execution of the Contract but, in all cases, prior to delivery of such materials.
- C. At the Owner's option, materials may be approved at the source of supply before delivery. If it is found after trial that sources of supply for previously approved materials do not produce specified products, the Design-Builder shall furnish materials from other sources.
- D. The Design-Builder shall furnish airport lighting equipment that meets the requirements of the specifications; and is listed in AC 150/5345-53, *Airport Lighting Equipment Certification Program and Addendum*, that is in effect on the date of advertisement.

1.02 SAMPLES, TESTS, AND CITED SPECIFICATIONS.

- A. All materials used in the Work shall be inspected, tested, and approved by the Owner before incorporation in the Work unless otherwise designated. Any Work in which untested materials are used without approval or written permission of the Owner shall be performed at the Design-Builder's risk. Materials found to be unacceptable and unauthorized will not be paid for and, if directed by the Owner, shall be removed at the Design-Builder's expense.
- B. Unless otherwise designated, quality assurance tests will be made by and at the expense of the Owner in accordance with the cited standard methods of ASTM, American Association of State Highway and Transportation Officials (AASHTO), Federal specifications, Commercial Item Descriptions, and all other cited methods, which are current on the date of advertisement for bids.
- C. The testing organizations performing on-site quality assurance field tests shall have copies of all referenced standards on the construction site for use by all technicians and other personnel. Unless otherwise designated, samples for quality assurance will be taken by a qualified representative of the Owner. All materials being used are subject to inspection, test, or rejection at any time prior to or during incorporation into the Work. Copies of all tests will be furnished to the Design-Builder's representative at their request after review and approval of the Owner.
- D. A copy of all Design-Builder QC test data shall be provided to the Owner daily, along with printed reports, in an approved format, on a weekly basis. After completion of the project, and prior to final payment, the Design-Builder shall submit a final report to the

Owner showing all test data reports, plus an analysis of all results showing ranges, averages, and corrective action taken on all failing tests.

1.03 CERTIFICATION OF COMPLIANCE/ANALYSIS (COC/COA).

- A. The Owner may permit the use, prior to sampling and testing, of certain materials or assemblies when accompanied by manufacturer's COC stating that such materials or assemblies fully comply with the requirements of the Contract. The certificate shall be signed by the manufacturer. Each lot of such materials or assemblies delivered to the Work must be accompanied by a certificate of compliance in which the lot is clearly identified. The COA is the manufacturer's COC and includes all applicable test results.
- B. Materials or assemblies used on the basis of certificates of compliance may be sampled and tested at any time and if found not to be in conformity with Contract requirements will be subject to rejection whether in place or not.
- C. The form and distribution of certificates of compliance shall be as approved by the Owner.
- D. When a material or assembly is specified by "brand name or equal" and the Design-Builder elects to furnish the specified "or equal," the Design-Builder shall be required to furnish the manufacturer's certificate of compliance for each lot of such material or assembly delivered to the Work. Such certificate of compliance shall clearly identify each lot delivered and shall certify as to:
 - 1. Conformance to the specified performance, testing, quality or dimensional requirements; and
 - 2. Suitability of the material or assembly for the use intended in the Work.
- E. The Owner shall be the sole judge as to whether the proposed "or equal" is suitable for use in the Work. The Owner reserves the right to refuse permission for use of materials or assemblies on the basis of certificates of compliance.

1.04 PLANT INSPECTION

The Owner or its authorized representative may inspect, at its source, any specified material or assembly to be used in the Work. Manufacturing plants may be inspected from time to time for the purpose of determining compliance with specified manufacturing methods or materials to be used in the Work and to obtain samples required for acceptance of the material or assembly.

Should the Owner conduct plant inspections, the following conditions shall exist:

- A. The Owner shall have the cooperation and assistance of the Design-Builder and the producer with whom the Design-Builder has contracted for materials.
- B. The Owner shall have full entry at all reasonable times to such parts of the plant that concern the manufacture or production of the materials being furnished.

- C. If required by the Owner, the Design-Builder shall arrange for adequate office or working space that may be reasonably needed for conducting plant inspections. Place office or working space in a convenient location with respect to the plant.

It is understood and agreed that the Owner shall have the right to retest any material that has been tested and approved at the source of supply after it has been delivered to the site. The Owner shall have the right to reject only material which, when retested, does not meet the requirements of the Contract, Plans, or Specifications.

1.05 ENGINEER/ OWNER FIELD OFFICE

The Design-Builder shall provide dedicated space for the use of the Design Professional, Owner, and inspectors, as a field office for the duration of the project. This space shall be located conveniently near the construction and shall be separate from any space used by the Design-Builder. The Design-Builder shall furnish water, sanitary facilities, heat, air conditioning, internet access, and electricity.

1.06 STORAGE OF MATERIALS

Materials shall be stored to assure the preservation of their quality and fitness for the Work. Stored materials, even though approved before storage, may again be inspected prior to their use in the Work. Stored materials shall be located to facilitate their prompt inspection. The Design-Builder shall coordinate the storage of all materials with the Owner. Materials to be stored on Airport property shall not create an obstruction to air navigation nor shall they interfere with the free and unobstructed movement of aircraft. Unless otherwise shown on the plans and/or CSPP, the storage of materials and the location of the Design-Builder's plant and parked equipment or vehicles shall be as directed by the Owner. Private property shall not be used for storage purposes without written permission of the Owner or lessee of such property. The Design-Builder shall make all arrangements and bear all expenses for the storage of materials on private property. Upon request, the Design-Builder shall furnish the Owner a copy of the property Owner's permission.

All storage sites on private or Airport property shall be restored to their original condition by the Design-Builder at their expense, except as otherwise agreed to (in writing) by the Owner or lessee of the property.

1.07 UNACCEPTABLE MATERIALS

- A. Any material or assembly that does not conform to the requirements of the Contract, Plans, or Specifications shall be considered unacceptable and shall be rejected. The Design-Builder shall remove any rejected material or assembly from the site of the Work, unless otherwise instructed by the Owner.
- B. Rejected material or assembly, the defects of which have been corrected by the Design-Builder, shall not be returned to the site of the Work until such time as the Owner has approved its use in the Work.

1.08 OWNER FURNISHED MATERIALS

- A. The Design-Builder shall furnish all materials required to complete the Work, except those specified, if any, to be furnished by the Owner. Owner-furnished materials shall be made available to the Design-Builder at the location specified.
- B. All costs of handling, transportation from the specified location to the site of Work, storage, and installing Owner-furnished materials shall be included in the unit price bid for the Contract item in which such Owner-furnished material is used.
- C. After any Owner-furnished material has been delivered to the location specified, the Design-Builder shall be responsible for any demurrage, damage, loss, or other deficiencies that may occur during the Design-Builder's handling, storage, or use of such Owner-furnished material. The Owner will deduct from any monies due or to become due the Design-Builder any cost incurred by the Owner in making good such loss due to the Design-Builder's handling, storage, or use of Owner-furnished materials.

PART 2 – PRODUCTS

N/A

PART 3 - EXECUTION

N/A

END OF SECTION

SECTION 01640 - PRODUCT HANDLING

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope:

Design-Builder shall protect products scheduled for use in the Work by means including, but not necessarily limited to, those described in this Section.

B. Related Work:

Additional procedures also may be prescribed in other Sections of these Contract Documents.

See Section 014000 – Quality Control, 1.14 Material Receipt and Storage Inspections.

1.02 QUALITY ASSURANCE

Design-Builder shall:

- A. Include within the Design-Builder's quality assurance program such procedures as are required to assure full protection of Work and materials and:
- B. Submit a material receipt, offloading, and storage plan to the Owner for approval that addresses the following at a minimum:
1. Delivery, handling, and storage of products in accordance with manufacturer's recommendations and by methods and means which will prevent damage, deterioration, and loss, including theft.
 2. Control delivery schedules to minimize long-term storage of products at Project site and overcrowding of construction spaces.
 3. In particular, provide delivery/installation coordination to ensure minimum holding or storage times for products recognized to be flammable, hazardous, easily damaged, or sensitive to deterioration, theft and other sources of loss.
 4. Delivery of products to the Project site in the manufacturer's sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting and installing.
 5. Inspection of products upon delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected. Submission of a material receipt inspection report including checklists, pictures, etc. along with the daily production report.
 6. Storage of products at the Project site in a manner that will facilitate inspection and measurement of quantity or counting of units.

7. Storage of heavy materials away from the Project structure in a manner that will not endanger the supporting construction.
 8. Store products subject to damage by the elements above ground, under cover in a weather tight enclosure, with ventilation adequate to prevent condensation. Maintain temperature and humidity within range required by manufacturer's instructions.
 9. Compliance with laws and regulations regarding storage of material and equipment such as quantity restrictions, stacking, compatibility with adjacent material, fire protection, containment, etc.
 10. Provision of drawings indicating delivery routes, off-loading and lay-down areas, and storage areas.
- C. Revise and resubmit the material receipt, offloading, and storage plan to the Owner for approval as onsite conditions change and/or project phasing progresses.

1.03 MANUFACTURER'S RECOMMENDATIONS

Except as otherwise approved by the Owner, Design-Builder shall determine and comply with manufacturer's recommendations on product handling, storage, and protection.

1.04 PACKAGING

- A. Design-Builder shall deliver products to the Project site in their manufacturer's original containers, with labels intact and legible.

Design-Builder shall:

1. Maintain packaged materials with seals unbroken and labels intact until time of use.
2. At the time of delivery, inspect and remove damaged material and unsuitable items from the Project site, and promptly replace with material(s) meeting the specified requirements, at no additional cost to the Owner.

- B. The Owner may reject as non-complying such material and products that do not bear identification satisfactory to the Owner as to manufacturer, grade, quality, and other pertinent information.

1.05 PROTECTION

Design-Builder shall:

- A. Protect finished surfaces, including jambs and soffits of openings used as passageways, through which equipment and materials are handled.
- B. Provide protection for finished floor surfaces in traffic areas prior to allowing equipment or materials to be moved over such surfaces.

- C. Maintain finished surfaces clean, unmarred, and suitably protected until accepted by the Owner.
- D. Store heavy materials away from the Project structure in a manner that will not endanger the supporting construction.
- E. Restore storage areas to their previous condition regarding cleanliness. Remove all trash, debris, and clean up any spills.

1.06 REPAIRS AND REPLACEMENTS

Design-Builder shall:

- A. In event of damage, promptly make replacements and repairs to the approval of the Owner and at no additional cost to the Owner.
- B. Additional time required to secure replacements and to make repairs will not be considered by the Owner to justify an extension in the Contract Time.

1.07 REMOVAL OF NON-COMPLIANT MATERIAL AND EQUIPMENT

- A. Material or equipment that is determined to be non-compliant with contract requirements shall not be off-loaded or stored onsite. The Design-Builder shall make prompt arrangements to have the material or equipment removed from the site. In the event the Design-Builder cannot or refuses to remove the material or equipment, the Owner reserves the right to have the non-compliant material or equipment removed from the site and stored at an appropriate location at the Design-Builder's expense.

PART 2 – PRODUCTS

Not used.

PART 3 – EXECUTION

Not used.

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 Director of Construction (or his designee) in writing, the Design-Builder shall include a Construction Waste Management Plan as outlined in this section.
- B. Submit to the Engineer 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 [Note to Designer: Insert # of applicable waste streams to project scope here, typically no greater than five (5)] 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 - Design-Builder 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 Design-Builder 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, including but not limited to the closeout register, as necessary to Final Acceptance and Contract closure via the Owner's PMIS. Specific requirements for individual units of Work are specified in other Sections. Should phased Substantial Completion be requested by the Design-Builder, the Design-Builder and Owner will establish the extent of the area and scope that reached Substantial Completion. For each phased Substantial Completion area, the Design-Builder shall comply with this section.

1.02 PREREQUISITES TO SUBSTANTIAL COMPLETION

- A. Prior to requesting Design-Builder and Owner's inspection for Certificate of Substantial Completion, for either the whole Work or designated portions thereof, submit the following and list known exceptions via the Owner's PMIS:
1. In progress payment request, coinciding with, or first following date claimed, show 100% completion for the portion of the Work claimed as substantially completed, or list incomplete items, the value of incompleteness.
 2. Include supporting documentation for completion as indicated in the Contract Documents.
 3. Submit a statement showing the accounting of changes to the Contract sum.
 4. Advise the Owner of pending insurance change-over requirements.
 5. Obtain and submit releases enabling the 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 the Owner.
 7. Make final change-over of locks and transmit keys to the Owner, and advise the Owner's personnel of the change-over in security provisions.
 8. Complete start-up testing of systems and instructions of the 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 the 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 Design-Builder's and Owner's inspection for Substantial Completion of the whole Work or designated portions thereof, the Design-Builder 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 Design-Builder at no cost to the Owner. Refer to Section 01561 - CONSTRUCTION CLEANING. In the event the Design-Builder does not strictly comply with these cleaning requirements, the Owner may have the Work cleaned and backcharge the Design-Builder.

C. Inspection Procedures:

1. Pre-Final Inspection: The Owner and the Design-Builder's QC Manager will perform this inspection to verify that the facility is complete and ready to be occupied. An Owner "Pre-Final Punch List" will be documented by the Design-Builder's QC Manager as a result of this inspection. The Design-Builder's QC Manager will ensure that all items on this list are corrected prior to notifying the Owner that a "Final" inspection can be scheduled, or identify which items will need to be carried over to the Substantial Completion punch list.
2. Incomplete Items Prior to Substantial Completion:
 - a. One week prior to the anticipated date of Substantial Completion, the Design-Builder will furnish the Owner a list of items which the Design-Builder expects will be incomplete at the date of Substantial Completion.
 - b. The Owner will review the list and confirm its acceptability, or itemize objections and transmit such to the Design-Builder for action. Approval of this list by the Owner will be a precondition for conducting the Substantial Completion inspection.
3. Upon receipt of the Design-Builder's request for inspection, the Owner will either proceed with the inspection or advise the Design-Builder of prerequisites that are not fulfilled. Following an initial inspection, the Owner will either prepare the Certificate of Substantial Completion or advise the Design-Builder of work which must be performed prior to issuance of the certificate. The Owner will repeat the 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 Design-Builder 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 Design-Builder within five days after its completion.
4. Following Substantial Completion, the Design-Builder 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 may be paid by the Design-Builder in the Owner's sole discretion. When ready, the Design-Builder 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 the Design-Builder 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 the Owner's final inspection for Certification of Final Acceptance as required by this Part 2 Contract, the Design-Builder shall submit the following and list known exceptions via the Owner's PMIS:
 1. Notify the Owner at least 14 calendar days prior to the date a Final Acceptance inspection can be held. State within the notice that all items previously identified on the Substantial Completion punch list will be corrected and acceptable and will be submitted as the Final Acceptance punch list. The Design-Builder must be represented by the Design-Builder's QC Manager, the Project Superintendent, the CA, and others deemed necessary. Attendees for the Owner will include the Project Manager, other Owner personnel, and personnel representing clients or tenants. Failure of the Design-Builder to have all Contract work acceptably complete for this inspection will be cause for the Owner to bill the Design-Builder for additional inspection costs in accordance with the Contract.
 2. Submit a certified copy of the 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 the Owner. The Final Acceptance punch list will also contain the following named items below as closeout documents:
 - a. Consent of Surety to Payment
 - b. Design-Builder's Final Affidavit of Payment of Debts and Claims
 - c. Design-Builder's Affidavit of Release of Liens

- d. List of Design Builder's first-tier and second-tier subcontractors and suppliers, including addresses, phone numbers, and a summary of the scope of work.
 - e. Final release of lien from each subcontractor and supplier listed in d. above
 - f. Statement of compliance with labor standards and payment of all applicable taxes
 - g. Statement of Design-Builder's one-year general warranty
 - h. Specific warranties as specified in Contract Documents and include the subcontractor or supplier with its contact information when applicable.
 - i. Accounting of final Contract amount
 - j. Accounting of actual DBE (W/MBE) participation
 - k. As-Built drawings sufficient for the production of record drawings
 - l. O&M manuals, Record Project Manuals, and record documents (see paragraph 1.06)
 - m. Evidence of continuing insurance complying with specified requirements
 - n. Design-Builder's final pay application
 - o. Final amendment – when applicable
- 3. Submit final meter readings for utilities, measured record of stored fuel, and similar data either as of the time of Substantial Completion or when the Owner took possession of and responsibility for corresponding elements of the Work.
 - 4. Complete final cleaning requirements, including touch-up of marred surfaces. Refer to Section 01561 - CONSTRUCTION CLEANING, Paragraph 3.03 FINAL CLEANING.
 - 5. 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 Design-Builder and on condition that the Design-Builder:
 - 1. Acceptance and final payment: The Owner will check the final estimate submitted by the Design-Builder of the items of Work actually performed. The Design-Builder will approve the Owner's final estimate or advise the Owner of Design-Builder's objections to the final estimate which are based on disputes in measurements or computations of the final quantities.

The Design-Builder and the Owner will resolve all disputes in the measurement and computation of final quantities to be paid within 30 days of the Design-Builder's submission of the final estimates. If, after such 30 30-day period, a dispute still exists, the Design-Builder 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 Design-Builder has approved, or approved under protest, the Owner's final estimate and 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 Design-Builder 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 Design-Builder 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 Design-Builder will be paid.

1.05 COMPLIANCES

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

1.06 RECORD DOCUMENT SUBMITTALS

- A. Specific requirements for record documents are shown in this Section. Other requirements are indicated in the Part 2 Contract. General submittal requirements are indicated in the submittals sections. The Design-Builder shall submit record documents via the Owner's PMIS.
 - 1. Definition: Record documents are defined to include those documents relating directly to the performance of the Work which the Design-Builder is required to prepare or maintain for the Owner's records and which record the Work as actually performed. In particular, record documents show changes in the Work in relation to the way in which shown and specified by the original Contract Documents and show additional information of value to the Owner's records but not indicated by the original Contract Documents. Record documents include newly-prepared drawings (if any are specified), marked-up copies of the 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, the Design-Builder will produce the official record drawings in the manner prescribed by the Contract Documents. The Design-Builder will submit the as-built drawings to the Owner for coordination. Record Drawings shall be submitted electronically through the Owner's PMIS.
 - 3. Record Project Manual: Upon completion of mark-up, submit to the Owner for the Owner's records. Record Project Manual shall be submitted electronically through the Owner's PMIS.
 - 4. Maintenance Manuals: The Design-Builder will complete, place in order, properly identify, and submit to the Owner for the Owner's records. Maintenance Manuals

shall be submitted electronically through the Owner's PMIS 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 PMIS for each of the areas of Miscellaneous Records with Bookmarks for each section. Submit to Owner for Owner's records through the Owner's PMIS after Substantial Completion.

B. Design-Builder's as-built drawings:

1. As-built drawings: The Design-Builder 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 markup 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 the corresponding location. Mark using separate colors where feasible, or editable in electronic format, to distinguish between changes for different categories of Work at the 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 the name of the firm. Label each sheet "AS-BUILT" in 1/2-inch high letters.
 - b. Show the actual position of all underground and otherwise concealed civil, mechanical, and electrical lines, conduits, 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 Design-Builder will furnish true elevations and locations, all properly referenced by using the original benchmark used for this Project.
 - e. The Design-Builder will submit completed as-built drawings to the Owner for coordination. The Design Builder will transmit the original 1/2 size hard copy to the Owner and the Design Builder will submit a consolidated electronic copy via the Owner's PMIS and organized by design packages

inclusive of all ASIs/ESIs.

- f. As-built drawings will contain the names, addresses, and phone numbers of the Design-Builder 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 pre-requisite for Final Payment.

C. Record Project Manual:

- 1. During the 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 the 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. All record project manual updates shall be indicated in track changes.
- 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 and submitted via the Owner's PMIS. The Design-Builder will review the completed record project manual and ascertain that all data furnished is accurate and truly represents the Work as actually installed.
- 4. Information maintained during construction such as addenda, alternates, construction change directives, change orders, work orders, etc. will 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 PMIS in individual records for each document.

D. Record Product Data:

During the 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 the product as delivered to the Project site and variations from the 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 PMIS by Specification Division. Submit prior to Final Completion.

E. Record Sample Submittal:

After Substantial Completion, and prior to Final Completion, the Owner's personnel will meet with the Design-Builder at the Project site and will determine if any of the submitted samples maintained by the Design-Builder during the progress of the Work are to be transmitted to the Owner for record purposes. Comply with the Owner's instruction for packaging, identification marking, and delivery to the Owner's sample storage space. Dispose of other samples in a manner specified for disposal of surplus and waste materials, unless otherwise indicated by the 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 the actual performance of the Work. Immediately prior to the date(s) of Substantial Completion, complete miscellaneous records should be properly entered into the Owner's PMIS. 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 not be limited to, the following:
 - a. Required field records on excavations, foundations, underground construction, wells, and similar Work.
 - b. Accurate survey showing locations and elevations of underground lines, including invert elevations of drainage piping, valves, tanks, and manholes.
 - c. Surveys establishing lines and levels of building.
 - d. Soil treatment certification.
 - e. Inspection and Test Reports, where not processed as shop drawings or product data.
 - f. Concrete mix design record.
 - g. Concrete Block Certification.

G. Digital Electronic Format:

1. The Design-Builder 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 record drawings in PDF and all CAD, BIM, and other authoring files will be submitted to the authority in digital format. CAD drawings will be

provided in AutoCAD or Civil 3D 2000 version (or higher) format, including all its external references (DWGs, CTBs, images, tables, logos, aerials, etc.). All BIM models will be provided in Revit format, stating the corresponding version, including all its external references (RVTs, Point Clouds, DWGs, NWDs, images, tables, logos, etc.) as well as multipage PDF record documents of each discipline.

- c. After the documents are in correct digital electronic format and reviewed by the HCAA's CAD-Bim Manager, the Design-Builder will submit them to the Owner via the Owner's PMIS and 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 Design-Builder, addressed to and in favor of the Owner.
- B. Delivery of said guarantees and/or warranties will not relieve the Design-Builder 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 Design-Builder will, upon receipt of notice from the Owner, at no cost 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 Design-Builder, after notice, fails to comply with the terms of the guarantee and/or warranty, the Owner may have the defects corrected and the Design-Builder and Design-Builder's surety will be liable for all expenses incurred, including the Owner's fees.
- E. All Guarantees and Warranties will be submitted to the Owner through the Owner's PMIS 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; and
 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 Design-Builder 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 PMIS 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 PMIS 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 the 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) Troubleshooting 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 detailed and categorized description of the sequence of operation and as-installed control diagrams by the control manufacturer for all 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 directories of panel boards, including the following:
 - (1) Electric service.
 - (2) Controls.
 - (3) Communication.

1.09 REPLACEMENT MATERIALS

Prior to Final Acceptance, the Design-Builder will transmit and turn over, at the Project site, in a location directed by the 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 Design-Builder 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 a seasonal operation, provide similar instruction during other seasons.
- B. If installers and/or the Design-Builder'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 the 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. The Owner will be notified in writing of scheduling and completion of all equipment operational instructions and demonstrations.

END OF SECTION

SECTION 01740 - WARRANTIES

PART 1 - GENERAL

1.01 SUMMARY

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

1.02 DESCRIPTION OF REQUIREMENTS/DEFINITIONS

- A. Categories of Specific Warranties:
1. It is recognized that warranties on the Work are in several categories, including those of the conditions of the Contract and including (but not necessarily limited to) the following specific categories related to the individual units of Work specified in the sections of the Specifications:
 - a. Special Warranty (Guarantee): A warranty specifically written and signed by the Design-Builder for a defined portion of the Work; and, where required, countersigned by subcontractor, installer, manufacturer or other entity engaged by Design-Builder. Formerly generally recognized as (and sometimes specified in Contract Documents as) a "guarantee".
 - b. Specified Product Warranty: A warranty which is required by Contract Documents to be provided for a manufactured product which is incorporated into the Work, regardless of whether the manufacturer has published the warranty without consideration for specific incorporation of product into the Work, or has written and executed the warranty as a direct result of Contract Documents requirements.

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

B. Definition: Manufactured Product:

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

C. General Limitations:

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

1.03 WARRANTY REQUIREMENTS

A. Related Damages and Losses:

When correcting warranted Work that has failed, remove and replace other Work that has been damaged as a result of such failure or that must be removed and replaced to provide access for correction of warranted Work.

B. Reinstatement of Warranty:

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

C. Replacement Cost:

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

D. Owner's Recourse:

1. Written warranties made to the Owner are in addition to contractual and implied warranties and will not limit the duties, obligations, rights and remedies otherwise available under the law, nor will warranty periods be interpreted as limitations on time in which the Owner can enforce such other duties, obligations, rights, or remedies.
 - a. Rejection of Warranties: The Owner reserves the right to reject warranties and to limit selections to products with warranties not in conflict with requirements of the Contract Documents.
2. The Owner reserves the right to refuse to accept Work for the Project where a special warranty, certification, or similar commitment is required on such Work or part of the Work until evidence is presented that entities required to countersign such commitments are willing to do so.
3. Written warranties shall not require the signature of the Owner for compliance.

1.04 SUBMITTALS

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

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

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

- a. Refer to individual sections of Division 2 through 16 for specific content requirements and particular requirements for submittal of special warranties.
2. Submit specific warranties for beginning of the warranty periods. Date(s) will be inserted to correspond with certification or acceptance dates, as established and

accepted by the Owner.

B. Form of Submittal:

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

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

Not used.

END OF SECTION

ATTACHMENT 5

To

**Contract Between Owner and Design/Builder, Part 2 Contract as modified
For**

Airside D Development Program & Westside Checked Baggage Screening System Relocation and Upgrades

**Authority Project Nos. 8500 23 & 8515 24
Tampa International Airport**

DESIGN CRITERIA MANUAL

The Design Criteria Manual is posted on the Authority's website at
https://www.tampaairport.com/sites/default/master/files/Design%20Criteria%20Manual%202022-10-01_0.pdf.

ATTACHMENT 6

To

**Contract Between Owner and Design/Builder, Part 2 Contract as modified
For**

Airside D Development Program & Westside Checked Baggage Screening System Relocation and Upgrades

**Authority Project Nos. 8500 23 & 8515 24
Tampa International Airport**

E-VERIFY CERTIFICATION



Hillsborough County Aviation Authority
PO Box 22287
Tampa, FL 33622
Telephone: 813-870-8700

E-Verify Certification

Airside D Development Program & Westside Checked Baggage Screening System Relocation and Upgrades

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

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

Company: _____ 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]

ATTACHMENT 7

To

Contract Between Owner and Design/Builder, Part 2 Contract as modified

For

Airside D Development Program & Westside Checked Baggage Screening System Relocation and Upgrades

Authority Project Nos. 8500 23 & 8515 24

Tampa International Airport

OWNER DIRECT PURCHASE

With respect to Owner Direct Purchase, in the event of a conflict between the terms of this Attachment and the terms of the Contract, the terms of this Attachment shall prevail.

TERMS OF ATTACHMENT 7

The Owner reserves the right, at the Owner's option, to direct purchase materials, equipment, supplies and furnishings involved in the Project, so as to save sales tax which would otherwise have been due with regard to the purchase of the materials, equipment, supplies and furnishings. Pursuant to Section 212.08 Fla. Stat. and Rules 12A-1.094 and 12A-1.038 Fla. Admin. Code, the Owner and Design Builder agree to the following procedure regarding the Owner's direct purchase from suppliers, vendors and materialmen of certain material, equipment, supplies and furnishings to be used in the Project:

- 1.1 The Design Builder shall provide the Owner a list of all materials, equipment, supplies and furnishings required for the project and the proposed suppliers, vendors and materialmen for those materials, equipment, supplies and furnishings as well as the date upon which those materials, equipment, supplies and furnishings are required to be delivered to the site, a description of the materials, estimated quantities and prices. This list shall be submitted at the same time as the preliminary schedule of values and the Project schedule.
- 1.2 The Owner shall determine the materials, equipment, supplies and furnishings it will direct purchase and provide that information to the Design Builder no later than 60 days after award of the Part 2 Contract.
- 1.3 In order to not delay the project, the Design Builder shall submit to the Owner no later than ten calendar days prior to the date that the purchase order must be issued for timely delivery of the materials, equipment, supplies and/or furnishings a Purchase Order Requisition Form indicating the proposed supplier, vendor or materialman for the materials, equipment, supplies and furnishings, the description of the materials, equipment, supplies and furnishings and the price, quantity, delivery terms, delivery location, warranties and guarantees. Prior to the delivery of the Purchase Order Requisition Form, the Design-Builder must enter into a contractual relationship with the supplier, vendor or materialman that includes the materials, equipment, supplies and furnishings to be direct purchased and incorporates these terms. All purchase orders made by the Owner that direct purchase materials, equipment supplies or furnishings shall be subject to the Owner's standard PO terms and conditions which are made a part hereof.
- 1.4 The Design-Builder, prior to initiating the Purchase Order Requisition Form, will prepare and submit to the Owner a deductive change order request to the Contract. It is agreed that the Owner's purchase order will not be processed until the deductive change to the prime contract has been completed. No later than 10 calendar days after receipt of the Purchase Order Requisition Form, Owner shall prepare its Purchase Order for materials, equipment, supplies and furnishings specified by the Design Builder which the Owner chooses to purchase directly. The Owner will deliver the Purchase Order to the Design

Builder and promptly upon receipt of each Purchase Order, Design Builder shall verify the terms and conditions of the Purchase Order prior to Owner's issuance to supplier and in a manner to assure proper and timely delivery of items. After such verification by the Design Builder, the Owner shall issue the Purchase Order to the supplier, vendor or materialman. The Purchase Order shall require that the supplier, vendor or materialman provide the required shipping and handling insurance and retain ownership until received in an acceptable condition by the Design Builder. The Purchase Order shall also require that the supplier, vendor or materialman invoice the Owner directly for the purchase price of the Owner Direct Purchased materials, equipment, supplies and furnishings. The Purchase Order shall also require the delivery of the Owner Direct Purchased materials, equipment, supplies and furnishings on the delivery date provided by the Design Builder in the Purchase Order Requisition Form and shall indicate F.O.B. jobsite. The Owner's Purchase Orders shall contain or be accompanied by the Owner's exemption certificate and must include the Owner's name, address, and exemption number with issue and expiration date shown. The Owner shall issue each supplier, vendor or materialman a Certificate of Entitlement on the Certificate of Entitlement Form attached hereto with each Purchase Order.

- 1.5 Design Builder shall be fully responsible for all matters relating to the receipt of materials, equipment, supplies and furnishings in accordance with these Procedures, including, but not limited to, verifying correct quantities, verifying documentation of orders in a timely manner, coordinating purchases, providing and obtaining all warranties and guarantees in favor of and for the benefit of the Owner required by the Contract Documents, inspection and acceptance of the goods at the time of delivery and insuring that all materials, equipment, supplies and furnishings meet the contract requirements and specifications. At the time of, and subsequent to, the delivery of such materials, equipment, supplies and furnishings, the Owner shall be liable for all loss or damage to materials, equipment, supplies and furnishings purchased pursuant to the Purchase Order. To the maximum extent permitted by law and in addition to the Design Builder's obligations to provide insurance and defend the Owner, the Design Builder agrees to indemnify and hold harmless the Owner, and its Board Members, officers, employees, servants, volunteers, and agents, from any and all claims of whatever nature resulting from non-payment of goods to suppliers, vendors and materialmen arising from the actions or directions of Design Builder. In addition to the duty to indemnify and hold harmless, the Design Builder agrees to defend the Owner, and its Board Members, officers, employees, servants, volunteers and agents from any and all claims of whatever nature resulting from non-payment of goods to suppliers, vendors and materialmen resulting from the actions or directions of the Design Builder. Notwithstanding the foregoing, the Owner shall be responsible for payment of the invoices issued by the supplier, vendor or materialman pursuant to the procedures outlined herein and will rely on the Design Builder's proper acceptance of the delivered materials, equipment, supplies and furnishings.

- 1.6 Upon receipt of the materials, equipment, supplies and furnishings, the Design Builder shall verify in writing to the Owner that the materials, equipment, supplies and furnishings were received and agree to approve the invoice for payment. The invoice shall be thereupon furnished to the Owner for processing and payment in the manner as all other Owner invoices are processed. The Owner and Design Builder shall agree to a deductive change order for the amount of the materials plus the amount of the sales tax saved through the direct purchase. These deductive change orders may be combined and issued monthly for the convenience of the Owner at the Owner's discretion.
- 1.7 The Design Builder shall be responsible for obtaining and managing all warranties and guarantees in favor of and for the benefit of the Owner for all materials, equipment, supplies and furnishings as required by the Contract. All repairs, maintenance or damage repair calls shall be forwarded to the Design Builder for resolution with the appropriate supplier, vendor or materialman pursuant to the terms of the warranty provisions contained elsewhere in the Agreement.
- 1.8 The transfer of possession of Owner Direct Purchased materials, equipment, supplies and furnishings from the Owner to the Design Builder shall constitute a bailment for mutual benefit of the Owner and the Design Builder. The Owner shall be considered the bailor and the Design Builder the bailee of the Owner Direct Purchased materials, equipment, supplies and furnishings. Owner Direct Purchased materials, equipment, supplies and furnishings shall be considered returned to the Owner for purposes of its bailment at such time as they are incorporated into the Project or consumed in the process of completing the Project. Bailee shall have the duty to safeguard, store and protect all Owner Direct Purchased materials, equipment, supplies and furnishings.
- 1.9 The Design Builder shall maintain insurance in favor of and for the benefit of the Owner pursuant to the Contract requirements which shall be sufficient to protect against any loss of or damage to Owner Direct Purchased materials, equipment, supplies and furnishings. Such insurance shall cover the full value of any Owner Direct Purchased materials, equipment, supplies and furnishings not yet incorporated into the Project from the time the Owner first takes title which shall be at the time of delivery and acceptance of the materials, equipment, supplies and furnishings by the Design Builder as provided in above.
- 1.10 In order to arrange for the prompt payment to the supplier, vendor or materialman, the Design Builder shall provide to the Owner, a list indicating the acceptance of the materials, equipment, supplies and furnishings in accordance with the established monthly Payment Request Schedule. The list shall include a copy of the applicable Purchase Order, invoices, delivery tickets, written acceptance of the delivered items, and such other documentation as may be reasonably required by the Owner. Upon receipt and verification of the appropriate documentation, the Owner shall prepare a payment to the supplier, vendor or materialman based upon the receipt of data provided. This payment

will be released, delivered and remitted directly to the supplier, vendor or materialman by the Owner. The Design Builder agrees to assist the Owner to immediately obtain partial or final release of lien waivers or bond waivers as appropriate.

- 1.11 From the time of delivery and acceptance, the Owner shall have and retain title to any and all Owner Direct Purchased materials, equipment, supplies and furnishings.
- 1.12 Risk of Loss
 - 1.12.1 Notwithstanding any provision in this Agreement to the contrary, except with respect to tangible personal property purchased by the Owner for the purpose of receiving a tax exemption under Section 212.08(6), Fla. Stat., if any, the risk of loss shall remain with the Design Builder until Final Completion.
 - 1.12.2 The Owner shall retain the risk of loss of and damage to Owner furnished materials, equipment, supplies and furnishings for the purpose of receiving a tax exemption under Section 212.08(6), Fla. Stat., which meets the criteria in Rule 12A 1.094(4)(b)(1-4), Fla. Admin. Code, to determine if the Owner is the purchaser for the purposes of the tax exemption under Section 212.08(6), Fla. Stat.
 - 1.12.3 The Owner shall be solely entitled to the proceeds paid and attributable to damage or loss to Owner furnished materials, equipment, supplies and furnishings under the Property/Builders Risk policies.
- 1.13 The Design Builder shall provide a final summary of the materials, equipment, supplies and furnishings purchased directly by the Owner and the sales tax savings recognized by the Owner at the close out of each Project.
- 1.14 The current State Sales Tax is 6% and the current Hillsborough County Discretionary Sales Tax is 1.5%. The sales tax calculation is 6% on the total purchase and 1.5% on the purchase up to and including the first \$5,000.00.

ATTACHMENT 8

To

**Contract Between Owner and Design-Builder, Part 2 Contract as modified
For**

AIRSIDE D DEVELOPMENT PROGRAM & WESTSIDE CHECKED BAGGAGE SCREENING SYSTEM RELOCATION AND UPGRADES

**Authority Project Nos. 8500 23 & 8515 24
Tampa International Airport**

SAMPLE CHANGE ORDER

CHANGE ORDER

HILLSBOROUGH COUNTY AVIATION AUTHORITY

Attachment 8

PROJECT:

CHANGE ORDER No:

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

INITIATION DATE:

HCAA PROJECT No:

FAA AIP No:

FDOT FM No:

CONTRACT DATE:

TO (Design-Builder):

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 Design-Builder 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 Design-Builder. 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 Design-Builder 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 Design-Builder 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 Design-Builder'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 Design-Builder, 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 Design-Builder 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.

Description:

Attachments:

Not valid until signed by the Owner. Signature by the Design-Builder 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 <input type="checkbox"/> , Decreased <input type="checkbox"/> , Unchanged <input type="checkbox"/> , _____ days	
The Date of Substantial Completion as a result of this Change Order is therefore _____	
The original D/W/MBE expectancy is _____. The D/W/MBE expectancy as a result of this change order will be _____.	

Agreed To:

Reviewed By:

Design-Builder

Hillsborough County Aviation Authority
Owner

Address

By: Jeff Siddle, P.E. Date
Vice President of Planning and Development

By: _____ Date

Authorized:

Hillsborough County Aviation Authority
Owner

Form # PRC-16

By: Joseph W. Lopano, Chief Executive Officer Date

ATTACHMENT 9

To

**Contract Between Owner and Design-Builder, Part 2 Contract as modified
For**

AIRSIDE D DEVELOPMENT PROGRAM & WESTSIDE CHECKED BAGGAGE SCREENING SYSTEM RELOCATION AND UPGRADES

**Authority Project Nos. 8500 23 & 8515 24
Tampa International Airport**

DISPUTE AVOIDANCE AND RESOLUTION PANEL

DISPUTE AVOIDANCE AND RESOLUTION PANEL

1. Purpose. The purpose of this dispute avoidance and resolution process is primarily to assist in the prevention of disputes between the Owner and Design-Builder and the mitigation of impacts to the Project, and secondarily to assist in the resolution of disputes and claims between the Design-Builder and Owner arising out of the Contract Documents. The intent of the establishment of the Dispute Avoidance and Resolution Panel ("Panel") is to facilitate contemporaneous agreement as to the resolution of events occurring during the progress of the work, and if agreement cannot be quickly reached, then to fairly and impartially consider disputes placed before it and to provide verbal or written recommendations for resolution of these disputes to both the Owner and the Design-Builder. All decisions of the Panel are non-binding on the parties. **Submission of a disputed matter to the Panel for its written recommendation is an absolute condition precedent to filing suit with regard to the matter.**

2. Panel Scope

2.1 Operations. The Panel will formulate its own rules of operation, which will be kept flexible to adapt to changing situations. The Owner and Design-Builder will keep the Panel informed of construction activity and progress of the work by submitting to the Panel regular written progress reports and other relevant data. Selected project records including, but not limited to, schedule updates, requests for information, requests for work orders, and requests for change orders, will be furnished to the Panel at the same time as they are initially furnished to the other parties engaged on the projects. The Panel will visit the project at regular intervals and at times of critical construction events and meet with the representatives of the Owner and Design-Builder.

2.2 Membership of the Panel. The Panel shall consist of three neutral members who shall not have been previously employed in any capacity for either party; provided however that prior services as a dispute panel member shall not automatically disqualify a potential member. One member shall be nominated by Design-Builder and one member shall be nominated by Owner. Unless reasonably objected to by the other party, the nominees shall be appointed to the Panel. The third member, who shall serve as Chair, shall be selected by agreement of the parties or, if the parties are unable to reach agreement within 30 days after the award of the Contract by the two party-appointed members. Unless the parties agree otherwise, each Panel member shall have significant construction experience, with the Chair being a board certified member in construction of the Florida Bar and the other two members not being lawyers.

The members of the Panel shall be selected no later than 15 days after the award of Contract. Claims by either party arising out of events occurring prior to the selection of the Panel are waived and released.

2.3 Meetings' confidentiality. The first meeting of the Panel shall occur within 21 days of the selection of the Panel. Subsequent meetings will be held on site as set forth in Frequency of Meetings below. Statements made in regular meetings of the Panel will be confidential and inadmissible to the same degree as proceedings in a mediation under Florida law. Records of the Panel shall be retained in accordance with Chapter 119, Florida Statutes, but shall remain privileged until the conclusion of the Project or commencement of any litigation resulting from the Project, whichever comes earlier. Each meeting will consist of an informal round table

discussion and, if possible, a field inspection of the work. The round table discussion will be attended by representatives of the Owner and Design-Builder. The round table discussions shall include presentations from the Owner and Design-Builder to the Panel that address the following items: construction work accomplished since the last meeting, current status of the work, current and future schedule, payment status, potential future problems that may come before the Panel, proposed solutions to those problems, and an update regarding previously handled or ongoing problems. It is contemplated that other project participants will be invited to attend regular Panel meetings, including the project designer and major subcontractors of the Design-Builder. In addition to round table discussions, agendas for regular meetings of the Panel may include the following:

2.3.1 Presentations by representatives of the parties with respect to any issues that have arisen or have been properly presented to the Panel through the below stated Request for Hearing process. Issues that were not submitted to the Panel pursuant to the procedures delineated herein shall not be presented to the Panel for consideration without the agreement of both parties.

2.3.2 Rebuttals, if requested, by representatives of the parties with respect to presentations made by the representatives of the other party.

2.3.3 Set a tentative date for next meeting.

3. Frequency of Meetings. The Owner and Design Builder shall mutually agree in writing with respect to the frequency of meetings. If conditions warrant, the Design-Builder and the Owner, may reduce/increase the time between meetings to better serve the parties. Factors to be considered when setting the time between meetings include work progress, occurrence of unusual events and the number and complexity of ongoing or potential disputes.

4. Procedure for scheduling disputed matters before the Panel. The parties should attempt to resolve potential disputes without resorting to use of the Panel. However, in the event that a resolution is unlikely, the following procedures must be followed:

4.1 Before referring a matter to the Panel for a hearing, following the Management Representative's meeting, a party that desires to initiate a Panel hearing must first submit a letter titled Notice of Disagreement to the other party describing the issue that has arisen. The party receiving the notice shall have 7 days from receipt of the letter to submit a response. If, after 14 days from the initial receipt of the Notice of Disagreement, the issue has not been resolved, the party who sent the original Notice may file a written Request for a Hearing to the Panel and the matter will be scheduled before the Panel. The written Request shall contain a copy of the initial Notice of Disagreement and the response to this Notice, if any, by the other party. No Request may be filed with the Panel without first having complied with the Notice of Disagreement requirements of this section, unless both parties agree to an expedited presentation.

4.2 Upon receipt of a Request for a Hearing, the Chair will schedule the matter for Hearing at Tampa International Airport within 30 days. The parties may request that the matter be deferred in the event that additional preparation is necessary. The parties may request an informal verbal

Panel recommendation, or the parties may request a formal written recommendation from the Panel.

4.3 The parties shall provide to the Panel position papers with appropriate supporting documentation no later than 7 calendar days before the commencement of the Hearing. The parties shall provide rebuttal papers, if any, no later than 2 calendar days before the Hearing.

4.4 The party submitting the Request shall be responsible to provide the Panel with 3 copies of each document submitted with the Request, one for each Panel member. The party furnishing any written evidence or documentation to the Panel shall also furnish copies of such information to the other party concurrently when furnishing the documents to the Panel. The Panel may request that additional written documentation and explanations from both parties be sent to each member and to the other party for study before the hearing begins.

4.5 Both parties will be afforded an opportunity to be heard by the Panel and to offer evidence. The Panel members may ask questions, request clarification, or ask for additional data. In large or complex disputes, additional hearing days may be necessary in order to consider and fully understand all the evidence presented by both parties.

4.6 Attorneys may attend the Panel meetings, but are not required. Any participation in a hearing by legal counsel or independent claims or technical experts will be for the sole purpose of facilitating a party's presentation. Legal counsel may not examine directly or by cross-examination any witness, object to questions asked or factual statements made during the hearing, or make or argue legal motions. Either must give the other party 7 calendar days notice that it intends to have its attorney present

4.7 All of the Panel's written recommendations for resolution of disputes will be given to the Owner and the Design-Builder within 10 days of completing the Hearing(s). In cases of extreme complexity, both parties may agree to allow additional time for the Panel to formulate its recommendations. The Panel's initial 10-day written recommendation will address contractual entitlement and the number of days of extension of milestones and/or Contract Time, if at issue. The parties will have 7 days after the 10-day written recommendation to resolve the issue. The parties may agree to mediate the resolution during this 7-day period. If the parties cannot agree on the resolution of the 10-day recommendation during this 7-day period, the Panel shall issue a written recommendation addressing monetary damages no later than 14 days from completion of the Hearing. The Panel must make its recommendation based on the requirements of the Contract and applicable law.

4.8 No provisions associated with the Panel shall in any way abrogate the Design-Builder's responsibility for preserving a claim filed in accordance with the requirements set forth in the Contract Documents.

4.9 In the event that the Owner is not in agreement with a decision or recommendation of the Panel, the Owner may elect to issue a Work Order or Change Order, with an appropriate reservation of its rights.

4.10 Although the Panel's recommendations are non-binding, all records and written recommendations of the Panel will be admissible as evidence in any subsequent court proceeding or other dispute resolution procedures.

4.11 By agreement of the parties and the Panel, the steps listed under this section may be omitted and the time periods shortened in order to hasten resolution.

5. Neutrality of Panel members. All Panel members shall act impartially and independently when performing their functions as Panel members including in the consideration of any Contract provisions and the facts and conditions surrounding any written Request to the Panel by the Owner or the Design-Builder. Ex parte communications between a Panel member and any party are strictly prohibited. Panel members shall not discuss or communicate with any party without the other party being present. Seeking any Panel member's advice or consultation is expressly prohibited, unless it is done in the open at a Panel meeting and in the presence of the other party.

6. Records of Meetings. While the Panel may take notes or keep other records during the consideration of a Notice of Disagreement, it is not necessary for the Panel to keep a formal record. If possible, it is desirable to keep the hearings completely informal. However, records of the formal Hearings in regards to Notices of Disagreements will be transcribed by a court reporter if requested by one party. The party requesting the court reporter shall be responsible for any costs. Audio and/or video recording of the meeting is prohibited without prior written agreement by the Panel and the parties.

7. Recommendations of the Panel. All written recommendations of the Panel shall be executed by all Panel members and supported by at least two members. Recommendations will be based on the pertinent Contract provisions and the facts and circumstances involved in the dispute. This provision shall not prevent the Panel from issuing informal verbal recommendations.

8. Reconsiderations. Either party may seek written reconsideration of a written recommendation within 3 working days of receipt of such recommendation from the Panel.

9. Construction Site Visits. The Panel members shall visit the site on a regular basis to keep abreast of construction activities and to develop a familiarity of the work in progress. The frequency, exact time, and duration of these visits shall be as mutually agreed between the Owner, the Design-Builder, and the Panel.

10. Coordination and Logistics. The Owner, in cooperation with the Design-Builder, will coordinate the operations of the Panel.

11. Time for Beginning and Completion. The Panel is to be in operation until all Requests for Hearing submitted prior to Final Acceptance of the Project are heard or Final Acceptance of the Project, whichever is later.

12. Payment. The maximum not to exceed daily fee to be paid to each Panel member shall be Two Hundred Dollars (\$200.00) per hour up to a maximum of One Thousand Five Hundred Dollars (\$1,500.00) and travel costs in accordance with Owner procedures and Florida law.

12.1 Regular Meetings. The amounts paid to the Chair of the Panel and the other Panel

members for their services, including travel costs, shall be paid from an Account established within the Owner's Project budget for that purpose. The Panel members shall submit a request to the Owner for payment of all expenses incurred. Owner shall process and pay Panel members' expenses.

12.2 Payment - Hearings. In the event a party files a Request for a Hearing, the requesting party shall be responsible for 100% of the expenses and fees incurred by the Panel members in connection with the Hearing. Panel members will be compensated at the agreed upon hourly rate. Costs for Hearings are non-reimbursable costs from the GMP.

12.3 Payment – Non-hearing. In addition, Panel members shall be compensated for a maximum of 4 hours per month of time spent reviewing project records outside of meeting or hearing days; provided however, that this limitation shall not apply to the review of records in connection with the Panel's consideration of a dispute which is the subject of a Hearing.

13. Costs and Accounting Records. The Panel members shall keep available the cost records and accounts pertaining of all of the work by the Panel for inspection by representatives of the Owner or the Design-Builder for a period of five years after final payment. If any litigation, claim, or audit arising out of, in connection with, or related to the Contract is initiated before the expiration of the five year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records in completed.

14. Termination of Panel. Upon formal written amendment to this Contract, this dispute resolution process may be terminated.

15. Termination or Withdrawal/Replacement of Panel Members.

15.1 Panel members may withdraw from the Panel by providing four weeks written notice to the other Panel members and the Owner.

15.2 Should the need arise to appoint a replacement Panel member, the replacement Panel member shall be selected as was the departing Panel member. The selection of a replacement Panel member shall begin promptly upon notification of the necessity for a replacement.

15.3 The Chair of the Panel may be terminated without cause by agreement of the parties. Each party may change its appointed Panel member on one occasion during the life of the Contract on a without cause basis.

15.4 Panel members may be terminated for cause by any of the parties. The party desiring to terminate a Panel member for cause will notify the other party and the other Panel members and shall provide an explanation for the requested termination. If the other party does not agree that cause exists, the remaining Panel members shall convene and decide whether cause exists and such decision shall be effectuated.

16. Independent Contractor. Each Panel member, in the performance of his or her duties on the

Panel, shall act in the capacity of an independent agent and not as an employee of either the Owner or the Design-Builder. Each Panel member shall have the same immunity as does a mediator appointed by Court order, as provided by Florida law.

17. Public Records. Records of the Panel shall remain privileged until the conclusion of the Project or commencement of litigation, whichever is earlier. Each Panel member, Design-Builder, and the Owner shall allow public access to all documents, papers, letters, and other material made or received by the parties that are related to this Panel and the activities of this Panel, subject to the provisions of Chapter 119, Florida Statutes. However, upon receipt of any such public records request, the parties hereto shall immediately notify the Owner and obtain prior written consent from the Owner before releasing such records. Plans, schematics, security plans and other project elements may not be eligible for release.

18. Statute Of Limitations. None of the procedures delineated herein will in any way toll any statutes of limitations for either of the parties.

19. No Bonus. Panel members shall not be paid nor will they receive or accept any Commission, percentage, bonus, or consideration of any nature, other than the payment provided for in this Article, for their performance and services.

20. No Conflict. The members of the Panel shall affirm that at no time, while performing their duties under this section, shall they have any direct or indirect ownership or financial interest in or be employed in any capacity by the Owner, the Design-Builder, any Consultant or Consultant organization working on the Project, any Subconsultant, Subcontractor or supplier of the project, or any other Panel member. The members of the Panel shall affirm and agree that, except for services as a Panel member on other Owner or Design-Builder projects, that they have not been an employee, Subcontractor, or Consultant to the Owner, Design-Builder, any Consultant or Consultant organization working on the Project, any Subconsultant or supplier of the Project, or of another Panel member, and that during the term of this Contract they shall not become so involved. The members of the Panel, the Owner, and the Design-Builder agree that during the life of the Contract, no discussion or agreement will be made between any Panel member and any party to this Contract for employment after the Contract is completed. The members of the Panel Agree to complete and comply with the Owner's Conflict of Interest Checklist.

21. Interpretation. Nothing herein shall in any way limit the rights of the Owner to issue Work Orders or Change Orders, issue any other type of order or instruction, or take any other type of action that is permitted by the Contract. Nor shall any of the provisions herein limit the remedies or obligations of the Design-Builder pursuant to Contract, except that submission of a disputed matter to the Panel for a written recommendation as to resolution shall be a condition precedent to pursuit of any claim in litigation.

22. Subsequent Proceedings. In the event that a party files suit or initiates arbitration in connection with this project, no member of the Panel shall be called to testify in such proceedings, and the personal notes of Panel members shall not be admissible or used for impeachment. Any and all claims against any of the Panel members arising out of the work of the Panel are waived.

ATTACHMENT 10

To

**Contract Between Owner and Design-Builder, Part 2 Contract as modified
For**

AIRSIDE D DEVELOPMENT PROGRAM & WESTSIDE CHECKED BAGGAGE SCREENING SYSTEM RELOCATION AND UPGRADES

**Authority Project Nos. 8500 23 & 8515 24
Tampa International Airport**

DATA SECURITY

1. Definitions

1.01 Owner Data

All data, including any drawings, specifications, reports, Owner's Confidential Information, and any other information provided by the Owner to the Design-Builder, otherwise received by the Design-Builder, or generated by the Owner or the Design-Builder for purposes relating to this Contract, including related metadata.

1.02 Data Breach

Includes (a) the loss or misuse (by any means) of any Owner Confidential Information; (b) the unauthorized or unlawful access, use, or disclosure of any Owner Confidential Information; or (c) any other act or omission that compromises the security, confidentiality, integrity or availability of any Owner Confidential Information.

1.03 Enhancement

Any modification or addition that, when made or added to the Software, materially changes the Software's utility, efficiency, functional capacity, or application, but that does not constitute solely an Error Correction. Enhancements may be designated by the Design-Builder as minor or major, depending on the Design-Builder's assessment of their value and of the function added to the Software.

1.04 Error Connection

Either a change or addition that when made or added establishes substantial conformity of the Software to the Work Plan, or a procedure or routine that, when made or added to the Software, brings the operation of the Software into material conformance with the applicable Work Plan, without changing the basic function of the Software.

1.05 Malware

Any type of Software that is designed to harm, impact, or access the Software or any other Owner systems.

1.06 Personally Identifiable Information (PII)

Personal data or information that relates to a specific, identifiable, individual person, including the Owner's personnel. For the avoidance of doubt, PII includes the following: (a) any government-issued identification numbers (e.g., Social Security, driver's license, passport); (b) any financial account information, including account numbers, credit card numbers, debit card numbers, and other cardholder data; (c) CJIS; (d) Protected Health Information; (e) Biometric Information; (f) passwords or other access-related information associated with any user account; and (g) any other personal data defined as PII under the breach notification laws of

the fifty states of the United States.

1.07 Personnel

Individuals who are directly employed or contracted by the Design-Builder to perform the Services at the Airport.

1.08 Release

New versions of the Software, which may include both Software Error Corrections and Enhancements.

1.09 Software

Collectively or individually the computer programs licensed under this Contract, including, without limitation, the programs for each Subsystem.

1.10 System

Each of the applications described in the SOW, including equipment, other hardware, and Software. In most cases, the System software will share equipment. The Design-Builder will request approval from the Owner of applicable core applications prior to their use in the future.

1.11 Upgrades

New version of Software that generally add features, new functionality, new certifications, and/or that generally increase capacity of the Software to process information. Upgrades includes, but are not limited to, Releases, which may include both Error Corrections and Enhancements.

1.13 Owner's Confidential Information

Owner's Confidential Information means Sensitive Security Information and Protected Security Information.

2. DATA SECURITY

2.01 Owner Data

The Design-Builder will not attempt to access, and will not allow its Personnel access to, the Owner's Data or third-party data that is not required for the performance of the Services under this Contract by such Personnel.

The Design-Builder represents and warrants that the Design-Builder has not and will not prevent, or reasonably fail to allow, for any reason including without limitation late payment or otherwise, the Owner's access to and retrieval of Owner Data.

The Design-Builder is obligated to maintain the confidentiality and security of all Owner Data in

connection with the performance of the Services.

Without limiting Design-Builder's other obligations under this Contract, the Design-Builder must implement or use network management and maintenance applications and tools, appropriate fraud prevention and detection and encryption technologies to protect all Owner Data; provided that Design-Builder must, at a minimum, encrypt all PII in-transit, in use, and at-rest.

The Design-Builder must perform all Services using security technologies and techniques in accordance with Fed Ramp requirements and the Owner's security policies, procedures, and other requirements made available to the Design-Builder in writing . The Design-Builder will notify the Owner through the Claims Process should any changes made to the Fed Ramp requirements or the Owner's security policies, procedures, and other requirements occur after the final Contract award that will affect the Design-Builder's GMP.

The Design-Builder must password protect and watermark all Owner Confidential Information. The Design-Builder must not deviate from these requirements without advance written Owner approval. The Owner encourages the Design-Builder to encrypt all Sensitive Security Information.

The Design-Builder must provide to the Owner, without charge, the timely application of any Upgrades to Software required for Services that are available to third-parties. Software Upgrades must include, but not be limited to, new version Releases and operating System patching, as well as bug fixes.

The Design-Builder understands and acknowledges that, to the extent that performance of its obligations under this Contract involves or necessitates the processing of Owner or third party PII, the Design-Builder will act only on instructions and directions from the Owner.

If the Owner is required to provide or rectify information regarding an individual's PII, the Design-Builder will reasonably cooperate with the Owner to the full extent necessary to comply with data protection laws. If a request by a data subject is made directly to the Design-Builder, the Design-Builder will notify the Owner of such request as soon as reasonably practicable.

The Design-Builder must implement procedures to minimize the collection of PII.

2.02 No Malware/Surreptitious Code

The Design-Builder represents and warrants that it has not and will not introduce or cause to be introduced Malware or any code surreptitiously that isn't required for the primary purpose of the Services in any Owner Information Technology environment at any time. If the Design-Builder discovers that Malware or surreptitious code has been introduced into Software, the Design-Builder must, at no additional charge to the Owner, (a) immediately undertake to

remove such Malware, (b) notify the Owner in writing within one (1) business day, and (c) use reasonable efforts to correct and repair any damage to the Owner's Data or Software and otherwise assist the Owner in mitigating such damage and restoring any affected Services, Software or equipment.

2.03 Data Protection Laws

The Design-Builder will comply with all applicable data protection laws.

2.04 Security Vulnerability Management

The Design-Builder shall maintain a vulnerability management program to identify and remediate security vulnerabilities within computing Systems. This includes regular testing and a record of System remediation. Toolsets used to identify vulnerabilities are maintained with up-to-date vulnerability signatures. Results of vulnerability testing are utilized to craft an annual penetration test of Systems and networks perceived as high risk, high value, or demonstrating a need for further scrutiny. All newly deployed Systems or Systems that have experienced a high level of change will be scanned for vulnerabilities prior to production. Highly orchestrated environments with appropriate change control may be exempt from pre-deployment scanning.

2.05 Notice to Owner

The Design-Builder will adhere to and abide by the security measures and procedures established by the Owner and/or the TSA and any terms of service agreed to by the Owner regarding data security . The Design-Builder will notify the Owner through the Claims Process should any changes made to the security measures and procedures established by the Owner and/or the TSA regarding data security occur after the final Contract award that will affect the Design-Builder's GMP. In the event the Design-Builder or the Design-Builder's subcontractor (if any) discovers or is notified of a Data Breach or potential Data Breach of security relating to the Owner's Data or third-party data, the Design-Builder will promptly, (a) Notify the Owner of such breach or potential Data Breach no later than twenty-four (24) hours following discovery; and (b) If the applicable Owner Data or third-party data was in the possession of the Design-Builder at the time of such Data Breach or potential breach, Design-Builder will investigate and cure the Data Breach or potential breach.

Such notice must summarize in reasonable detail the nature of the Owner's Data that may have been exposed, and, if applicable, any persons whose Personal Identifiable Information may have been affected or exposed by such Data Breach. The Design-Builder must not make any public announcements relating to such Data Breach without the Owner's Vice President of Communications prior written approval.

2.06 Data Breach Responsibilities

Upon discovery of an actual or reasonably suspected loss, or unauthorized use, access, or disclosure of Owner Data, the Design-Builder must promptly provide details regarding the

Incident, its mitigation efforts, and its corrective action to prevent a future similar Incident. Design-Builder must fully cooperate with the Owner and is solely responsible for:

- A. investigating and resolving any data privacy or security issues;
- B. upon request, providing Owner with an After Action Review (AAR) including Root Cause Analysis of the Data Breach;
- C. notifying any affected persons (solely at the Owner's direction) and governmental regulators, as applicable;
- D. recovering affected data or information, to the extent possible;
and
- E. providing notice to impacted parties.

With respect to the Owner's Data, the Owner has the sole right to determine (a) whether notice of the Data Breach is to be provided to any individuals, regulators, law enforcement agencies, consumer reporting agencies or others as required by law or regulation, or otherwise in the Owner's discretion; and (b) the contents of such notice, whether any type of remediation may be offered to affected persons, and the nature and extent of any such remediation.

2.07 Incident Response Costs

In the event of a Data Breach attributable to an act or omission of the Design-Builder, as part of such remediation, the Design-Builder must pay all costs and expenses of the Owner's compliance with any of the Owner's notification obligations, as well as the costs of credit monitoring services for affected individuals.

2.08 Global Positioning System (GPS)

The Design-Builder will list any dependency on GPS technology or GPS technology incorporated in any product to be used by the Design-Builder in the performance of its Work.

ATTACHMENT 11

To

**Contract Between Owner and Design-Builder, Part 2 Contract as modified
For**

AIRSIDE D DEVELOPMENT PROGRAM & WESTSIDE CHECKED BAGGAGE SCREENING SYSTEM RELOCATION AND UPGRADES

**Authority Project Nos. 8500 23 & 8515 24
Tampa International Airport**

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

Attachment 11

Affidavit of Compliance with Anti-Human Trafficking Laws

Airside D Development Program & Westside Checked Baggage Screening System Relocation and Upgrades

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the Design-Builder listed below, hereby attests under penalty of perjury that:

1. Design-Builder does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

The undersigned is authorized to execute this affidavit on behalf of Design-Builder.

Date: _____, 20__ Signed: _____

Entity: _____ Name: _____

Title: _____