

PROJECT MANUAL
INCLUDING CONSTRUCTION SPECIFICATIONS

for

**S00198, Terminal C Multi-Modal Conector Pedestrian Bridge and
Rental Car Lobby (Design/Build)**

ORLANDO INTERNATIONAL AIRPORT

VOLUME II OF II



Documents Prepared and Submitted by:

GREATER ORLANDO AVIATION AUTHORITY

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ARTICLE 1 GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.1 THE DESIGN CRITERIA PACKAGE

The Design Criteria Package (DCP) describes the Work to be performed under this Contract and includes the performance and scope drawings, the Owner Standards, the GOAA Master Design Guidelines, the quantity and quality requirements of the Work, the sample forms, the Conditions of the Contract, the location of the Work, and the time in which the Work must be completed. The purpose of the DCP is to furnish sufficient information to permit the Contractor to prepare the Proposal.

1.1.2 THE PROPOSAL

The Proposal consists of the Proposal, including the completed Proposal Forms, documents, reports and information referenced in the Request for Proposal, Instructions to Proposers, Proposal Content Requirements, DCP and Addenda. The Proposal shall not lessen the minimum quality standards of the Owner's Standards and the GOAA Master Design Guidelines by omission, modification or revision. The quantity requirements, unless specifically listed as a minimum, are provided for guidance to the Proposer for development of its own approach, concept and final design.

1.1.3 THE CONTRACT DOCUMENTS

The Contract Documents consist of the executed Agreement between the Owner and Contractor, the Design Criteria Package, the Contractor's Proposal the Request for Proposals, the Instructions to Proposers, and Contract Modifications issued after execution of the Agreement.

1.1.4 THE CONTRACTOR

The term "Contractor" as used throughout the Contract Documents shall mean "Design-Builder". Design-Builder means a partnership, corporation, or other legal entity that: is certified under Fla. Stat. s. 489.119 to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or is certified under Fla. Stat. s. 471.023 to practice or to offer to practice engineering; certified under s. 481.219 to practice or to offer to practice architecture; or certified under s. 481.319 to practice or to offer to practice landscape architecture.

1.1.5 THE CONTRACT

The phrase "Contract" or "Agreement" may be used as an abbreviation for Contract Documents, which together form the Contract for Construction.

1.1.6 THE RECORD DOCUMENTS

The Record Documents consist of those documents assembled by the Contractor at the conclusion of the Contractor's performance of construction or service. Record Documents are developed from as-built drawings, as-built specifications and any other documents required to be submitted by the

Contractor for closing out the Project. The Record Documents shall accurately document the Work as constructed, including all Contract Modifications and Changes.

1.1.7 CONTRACT MODIFICATIONS

A Contract Modification is (1) a Change Order, (2) a Construction Change Directive, or (3) a Field Change Order.

1.1.8 THE WORK

The "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

1.1.9 THE PROJECT

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

1.1.10 THE CONTRACTOR'S SUBMITTALS

See GC Article 3.11.

1.1.11 THE CONTRACTOR'S DRAWINGS

The Contractor's Drawings are the graphic and pictorial portions of the Contract Documents prepared by the Contractor, wherever located, in compliance with the DCP which show the Design Criteria Scope, Contractor's design, location and dimensions of the Work, generally including, plans, elevations, sections, details, schedules and diagrams sufficient to meet the Owner's CAD and Drawing Standards. The content of the Contractor's Drawings shall not supersede the requirements of the DCP unless establishing a higher level of standard.

1.1.12 THE CONTRACTOR'S SPECIFICATIONS

The Contractor's Specifications are those portions of the Contract Documents prepared by the Contractor in compliance with the DCP, consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the Work, and performance of related services. The content of the Contractor's Specifications shall not supersede the requirements of the DCP unless establishing a higher level of standard.

1.1.13 LIQUIDATED DAMAGES

Liquidated Damages are those damages identified in the Instructions to Proposers that the Owner may assess against the Contractor or its Surety for the Contractor's tardy Substantial or Final Completion of the Work.

1.1.14 CONTRACT TIME

Contract Time is the period of time, including adjustments authorized by a Contract Modification, to achieve Substantial Completion of the Work and is measured by actual calendar days. Reference Instructions to Proposers Article 10.0.

1.1.15 DAY

The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specified. When any contractual obligation is measured by the number of days and the deadline date falls on a legal holiday or weekend when the Owner's office is closed, the obligation will be allowed to be completed on the next business day without penalty.

1.1.16 SUBSTANTIAL COMPLETION

Substantial Completion is the date when the Work, or designated portion thereof, is deemed by the OAR and Design Criteria Consultant to be sufficiently complete in accordance with the requirements of the Contract Documents, agreed to by the Owner, and includes, but is not limited to, the requirements of Article 9 and Section 01 78 00, being fulfilled.

1.1.17 FINAL COMPLETION

Final Completion is the date when final acceptance of the Work in accordance with the Contract Documents is achieved and all other Contract requirements have been fully performed, including the delivery of all required close-out documentation.

1.1.18 OWNER

The Owner is the Greater Orlando Aviation Authority, also referred to as the "Authority."

1.1.19 OWNER'S AUTHORIZED REPRESENTATIVE (OAR)

The OAR is the person or entity that is selected by the Owner to perform the OAR's responsibilities of the Contract Documents.

1.1.20 DESIGN CRITERIA CONSULTANT (DCC)

The Design Criteria Consultant is the person or entity lawfully licensed in Florida to practice architectural or engineering services in connection with the preparation of the DCP and is referred to throughout the Contract Documents as if singular in number. The DCC is retained by the Owner to prepare the DCP.

1.1.21 DESIGNER

The Designer is the Contractor's person or entity lawfully licensed in Florida to provide architectural or engineering services in connection with the Project and is referred to throughout the Contract Documents as if singular in number. The term "Designer" means the Designer or the Designer's authorized representative and is the entity responsible for signing and sealing the Plans and Specifications prepared by Contractor for construction of the Work. The Designer is part of Contractor's design-build team.

1.1.22 CLAIM

A Claim is a demand or assertion, made by written notice and quantified pursuant to Article 4, by the Owner or Contractor seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract Documents.

1.1.23 SUBCONTRACTOR OR SUBCONSULTANT

A Subcontractor or Subconsultant is a person or entity who has a direct contract with the Contractor to furnish labor, material, or services for the Work. The term "Subcontractor" or "Subconsultant" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or Subconsultant or an authorized representative of the Subcontractor.

1.1.24 SUB-SUBCONTRACTOR OR SUB-SUBCONSULTANT

A Sub-subcontractor or Sub-subconsultant is a person or entity who has a direct or indirect contract with a Subcontractor or Subconsultant to furnish labor, material, or services for the Work. The term "Sub-subcontractor" or "Sub-subconsultant" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or Sub-subconsultant or an authorized representative of the Sub-subcontractor or Sub-subconsultant.

1.2 EXECUTION AND INTENT

1.2.1 The applicable Contract Documents shall be signed by the Owner and Contractor.

1.2.2 The intent of the Contract Documents is to include all information necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one portion shall be as binding as if required by all. Performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable as being necessary to produce the intended results. The Drawings indicate arrangements and results to be accomplished and the Contractor shall provide such necessary fastenings and accessories. If a conflict exists between the Contract Documents, the Order of Preference provision contained in Articles 1.6.1 and 1.6.2 shall apply.

1.3 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

1.3.1 All Drawings, Specifications and other documents prepared by the DCC and the Designer are and shall remain the property of the Owner, and the Owner shall retain all common law, statutory and other reserved rights with respect thereto. They shall not be used on any other project without the prior written consent of the Owner, and the Contractor shall take such action as may be necessary to prevent their use on any other project or for additions to the Project outside the scope of the Work by any Subcontractor or Subconsultant or material and equipment Supplier. The Contractor, Subcontractors, Subconsultants, and material and equipment Suppliers are granted a limited license to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Designer appropriate to and for use in the execution of their Work under the Contract Documents. Submittals or distributions necessary to meet official regulatory requirements or for other purposes relating to completion of the Project are not to be construed as a publication in derogation of the Owner's copyright or other reserved rights.

1.4 CAPITALIZATION

- 1.4.1 Terms capitalized in these General Conditions include those which are (1) specifically defined, and (2) the titles of numbered articles and identified references to Articles in the document.

1.5 INTERPRETATION

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

- 1.5.2 Unless otherwise stated in the Contract Documents, words which have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

1.6 ORDER OF PRECEDENCE

- A. The order of precedence for the Contract Documents shall be as follows:

1. Contract Modifications
2. Agreement between Owner and Contractor
3. Addenda issued during procurement process
4. Special Conditions
5. Design Criteria Package; drawings and specifications
6. Supplemental Conditions
7. General Conditions
8. Instructions to Proposers and all portions thereof containing information required from the Contractor
9. Contractor's Specifications and Drawings: Drawings take precedence over Specifications as to quantity and location. Specifications take precedence over Drawings as to quality of materials and workmanship.
10. Unit Price Schedules contained in the Contractor's Proposal
11. Request for Proposal
12. Measurements by Scale
13. Contractor's Technical Proposal

- 1.6.1 The more stringent requirements shall apply in the event any conflicts cannot be resolved by applying the Order of Precedence. The Owner's Standards, Guidelines, Specifications, quantity and quality requirements represent the minimum standards and may not be lessened by omission, modification or revision.

1.7 STANDARD FORMS

- 1.7.1 The following forms shall be utilized in the execution of the Work:

- A. REQUEST FOR INFORMATION (RFI): A RFI shall be utilized in the field to present any questions or interpretations requested by the Contractor. The OAR shall, upon receipt, secure a response from an appropriate source. The OAR will provide the Contractor with a written response to the RFI with reasonable promptness to avoid or minimize delay in the progress of the Work.

- B. REQUEST FOR CHANGE ORDER (RCO): A RCO shall be utilized by the Contractor to formally present any request for monetary, time, or contractual adjustment. The RCO shall provide justification for entitlement to the change and shall be substantiated in accordance with Article 7.
- C. DESIGNER'S SUPPLEMENTAL INSTRUCTION (DSI): A DSI shall be utilized by the DCC to provide clarifications or supplemental information to the Contractor. The intent of the DSI is for the DCC to clarify and supplement the existing requirements of the Contract. A DSI may not modify the scope of Work.
- D. BULLETIN: A Bulletin shall be utilized by the OAR to indicate proposed modifications to the drawings or specifications. Upon receipt of a Bulletin, the Contractor shall submit a detailed breakdown of costs (adds or deducts), if any, in the form of a Request for Change Order (RCO) for review by the Owner and OAR.
- E. CHANGE ORDER (CO): A CO shall be utilized to formalize modifications to the Contract that are agreed to by the Owner and Contractor in accordance with Article 7.2.
- F. CONSTRUCTION CHANGE DIRECTIVE (CCD): A CCD shall be utilized in the absence of an agreement on a CO to express a written order by the Owner directing a change in the Work in accordance with Article 7.3.
- G. FIELD CHANGE ORDER (FCO): A FCO may be utilized for immediate direction and authorization to proceed with Changes in the Work in accordance with Article 7.4.
- H. JOB MEMORANDUM (JM): A JM shall be utilized by the OAR to communicate in writing to the Contractor either a deficiency in the Work or other action required of the Contractor. The Contractor shall provide a written response to the OAR with reasonable promptness.

ARTICLE 2 OWNER

2.1 INFORMATION AND SERVICES REQUIRED OF THE OWNER

- 2.1.1 The Owner shall furnish the Contractor with the name of the person or firm who shall be the OAR for the purpose of all communication required between the Owner and the Contractor. The Owner reserves the right to act as the OAR.
- 2.1.2 The Owner furnished to the Contractor in the DCP a description of the Project site, and made available existing records for the Work. The Owner shall not be responsible for furnishing surveys or other information as to the physical characteristics of the site or utility locations for the Project site beyond the information provided in the DCP. The Contractor shall make available to the Owner and OAR all its survey and utility locations data.
- 2.1.3 The Owner furnished to the Contractor in the DCP available records related to the Project site and the Work to assist the Contractor in completing adequate investigations. The Contractor shall perform its own adequate investigations of the existing site conditions prior to completion of the design phase. The Owner disclaims all responsibility whatsoever with respect to the sufficiency or accuracy of test borings made, or of the logs of test borings, or of other investigations or records of subsurface conditions (including but not limited to, underground utility locations, or of the interpretations made thereof), and there is no warranty or guaranty, expressed or implied, that the conditions indicated by such test borings, logs, investigations, records, or information are

representative of conditions existing throughout the Work site, or any part thereof, or that unforeseen developments may not occur. At the Owner's request, the Contractor shall make available to the Owner the results of any surface or subsurface investigations of the site, test borings, analyses, studies or other tests conducted by or in possession of the Contractor or any of its agents.

- 2.1.4 The Owner shall secure and pay for any easements, transportation and sewer benefit fees, Orlando Utilities Commission system development charges and threshold inspections associated with the Work. The Contractor shall secure and pay for all other permits, inspections, fees, and notices, as set forth more particularly in Article 3.

2.2 OWNER'S RIGHT TO STOP OR SUSPEND THE WORK

- 2.2.1 If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents or fails to carry out Work in accordance with the Contract Documents within seven (7) days from the date of the written notice to the Contractor describing such failure, the Owner may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated. The right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity. This right shall be in addition to, and not in restriction of, the Owner's other rights arising from the Contract Documents or law.
- 2.2.2 The Owner may suspend the Work, in whole or in part, for such period of time as it may deem necessary, due to abnormal inclement weather, or any other circumstances which, in the Owner's discretion, requires a suspension of the Work. An order by the Owner to suspend the Work shall be in writing except in cases of bona fide emergencies. In the event the Work is suspended under this Article, for reasons beyond the Contractor's control or for unforeseen circumstances not otherwise provided for in the Contract Documents which could not have reasonably been anticipated or avoided by the Contractor, the Contractor shall be granted an appropriate extension of Contract Time for the period of suspension, which shall not exceed the day-for-day period of suspension, and an equitable adjustment to the Total Contract Price for the increased direct costs of maintaining and securing the Project during the suspension period, subject to the limitations of Article 7.
- 2.2.3 The Contractor shall not be entitled to receive any increase in the Contract Time or the Total Contract Price for work stopped or suspended by the Owner under Article 2.2.1 or for suspensions under Article 2.2.2 which are either: (1) made at the request of the Contractor for its own convenience; (2) attributable to circumstances caused by the Contractor or those for which the Contractor is responsible; (3) attributable to circumstances which reasonably could have been anticipated or avoided by the Contractor; (4) attributable to inclement weather conditions usually experienced at the project site during the relevant time period (as defined in Article 7); or (5) attributable to circumstances otherwise anticipated in the Contract Documents.

2.3 OWNER'S RIGHT TO CARRY OUT THE WORK

- 2.3.1 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, commence and continue to carry out the Work or any portion thereof. In such case, an appropriate Change Order or

Construction Change Directive shall be issued deducting from payments then or thereafter due the Contractor the cost of correcting such deficiencies, including compensation for the OAR's and DCC's additional services and expenses made necessary by such default, neglect or failure and all damages, costs, expenses or losses caused by such default, neglect or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts owed to the Owner, the Contractor shall pay the difference to the Owner. The right of the Owner to carry out the Work shall not give rise to any duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

- 2.3.2 The Owner may carry out the Work, in whole or in part, for such period of time as it may deem necessary in its sole discretion, due to abnormal inclement weather, or any other circumstances which, in the Owner's discretion, requires the Owner to immediately commence additional, substitute, or corrective Work. The Owner shall endeavor to give reasonably prompt notice under the circumstances (whether written or oral) to the Contractor of its intention to carry out the Work except in cases of emergencies, in which case reasonably prompt notice under the circumstances after the fact is permitted. If the Work performed under this Article 2.3.2 arises out of or relates to default, neglect, errors, or other causes attributable to Contractor, then an appropriate Change Order or Construction Change Directive shall be issued deducting from payment then or thereafter due to the Contractor the cost of such Work, including compensation for the OAR's and DCC's additional services and for all other expenses made necessary by the Contractor's default, neglect or failure, and all damages, costs, expenses or losses caused by the Contractor's default, neglect or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts owed to the Owner, the Contractor shall pay the difference to the Owner within thirty (30) days after receiving a demand for payment pursuant to a Contract Modification. The right of the Owner to carry out the Work shall not give rise to any duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

ARTICLE 3 CONTRACTOR

3.1 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

- 3.1.1 The Contractor has carefully examined the site of the Work, the DCP and the existing Owner records for the Work contemplated during the Proposal submittal period. By submitting a Proposal, the Contractor acknowledges and declares that the Contract Documents are sufficient to enable the Contractor to complete the Work as shown in the DCP and Contract Documents or, if not specifically shown, to perform the activities which may be reasonably inferred as necessary for completion of the Work in accordance with the requisite time frame, applicable laws, statutes, building codes, regulations, or as otherwise required by the Contract Documents. The Contractor shall not take advantage of any apparent error or omission in the Contract Documents. In addition, if the Contractor performs any construction activity which the Contractor knows or should have known contains an inconsistency or omission from the Design Criteria Package; the Contractor shall be responsible for such performance and shall bear the cost for correction.
- 3.1.2 The Contractor shall take field measurements, verify field conditions and carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing activities. The Contractor is responsible for the survey of baseline and benchmarks for laying out its Work. Errors, inconsistencies or omissions discovered shall be the responsibility of the Contractor and shall be reported in writing to the OAR no later than seven (7) days after discovery by the Contractor.

- 3.1.3 The Contractor represents that it is familiar with the Project site and has received all information it needs concerning the conditions of the Project site. The Contractor represents that it has inspected the location of the Work and has satisfied itself as to the location and condition thereof, including, without limitation, the location and condition of all structures, utilities, and surface and subsurface conditions. In addition the Contractor has investigated and is fully informed of the conditions to be encountered, of the character, quality and quantities of Work to be performed and materials to be furnished and included in its Proposal and Contract all items necessary for the proper execution and completion of the Work. At no additional cost to the Owner, the Contractor shall undertake all further investigations and studies as may be necessary or useful to determine the location and condition of structures, utilities, surface and subsurface conditions. The Contractor shall exercise special care in executing Work in proximity of known utilities, improvements, and easements. The Contractor shall be solely responsible for the location of any existing utilities. Based upon the foregoing inspections, understandings, agreements and acknowledgments, the Contractor agrees and acknowledges: (i) that the Total Contract Price is just and reasonable compensation for all the Work, including all reasonably foreseen and foreseeable risks, hazards, and difficulties in connection therewith; (ii) that the Contract Time is adequate for the performance of the Work; and (iii) that the Work shall not result in any unintended lateral or vertical movement of any existing structure. The Contractor shall have no claims for surface or subsurface conditions except as described in Article 4.3.5.

3.2 SUPERVISION AND CONSTRUCTION PROCEDURES

- 3.2.1 The Contractor shall supervise and direct all portions of the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over the design of the Work, including all Drawings, Specifications and other documents consistent with the Contract Documents; for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract including coordination of the duties of all Subconsultants, Subcontractors and Suppliers, unless the Contract Documents give other specific instructions concerning these matters.
- 3.2.2 The Contractor shall control its operations and those of its Subconsultants, Subcontractors, and Suppliers to assure the least inconvenience to the traveling public. Under all circumstances, safety shall be the most important consideration.
- 3.2.3 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subconsultants, Subcontractors, and their agents and employees, and all other persons performing portions of the Work for which the Contractor is responsible.
- 3.2.4 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the OAR in the OAR's administration of the Contract, or by tests, inspections, or approvals required or performed by persons other than the Contractor.
- 3.2.5 The Contractor shall be responsible for inspection or examination of portions of Work already performed under this Contract to determine that such portions are in proper condition to receive subsequent Work. The Contractor shall keep full detailed written records of all inspection or examination efforts. These written records shall include dates, subject matter, persons present, results of inspections or examinations and shall be made available to the Owner, if requested.
- 3.2.6 If any of the Work is required to be inspected or approved by the Contract Documents or by any laws, ordinances, rules, regulations or orders of public authorities, the Contractor shall cause such

inspection or approval to be performed. No test, inspection or examination performed or failed to be performed by the Owner, shall be a waiver of the enforcement of any of the Contractor's obligations.

- 3.2.7 The Contractor is fully responsible to provide a sufficient number of design professionals, skilled workers, supervision, and project management personnel to prosecute the Work and insure that the Work is completed within the Contract Time. Failure to fully staff the Project with skilled workers, supervision, or project management personnel shall be cause for termination of the Contract in accordance with Article 14 or such other remedies as set forth in the Contract Documents. The Contractor assumes all risks of delays or extra costs which may be associated with labor disputes involving the Contractor, its Subconsultants, Subcontractors or Suppliers and in no event shall the Contractor be entitled to additional compensation or an extension of Contract Time due to any such labor disputes.

3.3 LABOR, SERVICES AND MATERIALS

- 3.3.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, services, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and all other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. The Contractor shall not be entitled, under any circumstances, to any increased cost of doing business, including but not limited to, increased costs of materials, trucking, and fuel.
- 3.3.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees, Subconsultants, Subcontractors, and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.
- 3.3.3 The Contractor shall give preference to the employment of state residents in the performance of the work on the project if state residents have substantially equal qualifications to those of nonresidents.
- 3.3.4 The Contractor shall be responsible for all loss or damage to the Contractor's equipment and tools on the job site including, but not limited to, loss or damage from theft, malicious mischief or vandalism. The Contractor shall be responsible for all loss or damage, including but not limited to, loss or damage arising from theft, malicious mischief or vandalism, of stored materials or equipment located on the Owner's property until the Work reaches Final Completion.

3.4 WARRANTY

- 3.4.1 The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly authorized by the Owner, may be considered defective. If required by the OAR or Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment provided in the Work. Warranties required by the Contract Documents shall commence on the Date of Substantial Completion, unless otherwise provided in the Contract Documents. The Contractor shall deliver all required warranty documents before submitting the Final Application for Payment. When the specifications require that a warranty shall be for longer than one year, the Contractor shall ensure

that the warranty is issued directly to the Owner as the original purchaser warrantee. Any breach of any warranty will be a breach of this Contract.

3.5 TAXES

- 3.5.1 The Contractor shall pay all sales, consumer, use or similar taxes for the Work or portions thereof provided by the Contractor, unless otherwise specifically provided in the Contract Documents.
- 3.5.2 The Contract Price shall be equitably adjusted by Change Order for additional costs resulting from any changes in taxes enacted after the date the Proposals were received.
- 3.5.3 Contractor covenants and agrees that the Work is owned by the Greater Orlando Aviation Authority and neither Contractor nor any successors in interest shall, or have any right to, claim depreciation deductions or investment tax credits for federal income tax purposes with regard to the Work.

3.6 PERMITS, FEES, INSPECTIONS, AND NOTICES

- 3.6.1 Pursuant to Florida Statute 218.70, the "Public Bid Disclosure Act," the Owner gives notice to the Contractor that the Owner does not issue permits for the Work and accordingly there is no fee assessed by the Owner. However, the City of Orlando and other governmental entities may require fees for building and other permits for the Work. The Contractor shall secure and pay for all required permits that are necessary for the proper execution and completion of the Work, including, but not limited to, all applicable site permits, building permits, engineering, dewatering, National Pollution Discharge Elimination System (NPDES) stormwater management and all other permits required to complete the Work. In addition, except as defined under Owner's responsibilities in Article 2, the Contractor shall procure all required certificates of inspection, use, occupancy and completion. The Contractor shall be responsible for coordinating and scheduling all such permitting agencies' tests and inspections. All required certificates of inspection, use, occupancy and completion shall be delivered to the Owner by the Contractor in sufficient time for occupancy of the Project in accordance with the schedule for the Work. All costs incurred in connection with obtaining any permit, license, test or inspection, including any required overtime in connection therewith, shall be included within the Total Contract Price.
- 3.6.2 The Contractor shall review the Contract Documents to determine the applicability of any and all laws, ordinances, rules, regulations and lawful orders of public authorities that may govern the Work. The Contractor shall comply with all laws, ordinances, rules, regulations and lawful orders of public authorities governing the Work and shall give all notices required in connection therewith. In addition, the Contractor shall not knowingly violate any zoning or setback requirement or any provision of any recorded covenant.
- 3.6.3 The Contractor shall notify the Owner and OAR of any discrepancy or potential conflict between the Contract Documents and any building codes or other law or regulations of which the Contractor has knowledge of or should be reasonably able to determine and if the resolution of the conflict actually impacts the Total Contract Price or Contract Time, a Contract Modification shall be issued in accordance with Article 7. If the Contractor performs Work contrary to laws, statutes, ordinances, building codes, rules or regulations, the Contractor shall correct the Work and be responsible for all costs associated therewith.

3.7 ALLOWANCES

- 3.7.1 Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct.
- 3.7.2 Unless otherwise provided in the Contract Documents:
- A. materials and equipment under an allowance shall be selected by the Owner within the time frames required by the current accepted schedule;
 - B. allowances shall cover the cost to the Contractor of materials, supplies and equipment delivered at the site and all required taxes, plus mark-up in accordance with Article 7.1.13, less applicable trade discounts;
 - C. whenever allowances are used, the remaining allowance amount, and the Total Contract Price shall be adjusted accordingly by a Contract Modification. The amount of the Contract Modification shall be calculated in accordance with Article 7 and shall reflect the difference between actual costs and the allowance amount and be supported by appropriate substantiating data.
- 3.7.3 Contractor shall not perform any work under an allowance without an approved Contract Modification. Additional requirements for allowances are contained in Division 1, Section 01 21 00.
- 3.8 CONTRACTOR'S KEY PERSONNEL
- 3.8.1 The Contractor shall employ a competent Project Manager, Design Manager, Construction Manager and Superintendent during the performance of the Work. The Contractor's Superintendent shall be on the site at all times during the performance of the Work. The Project Manager shall represent the Contractor, and communications given to the Project Manager shall be binding on the Contractor.
- 3.8.2 The Owner shall have the right but not an obligation to require the Contractor to dismiss from the Project any of the Contractor's project personnel whose performance is not satisfactory to the Owner, and, in such event, the Contractor shall replace such personnel with personnel satisfactory to the Owner. Removal and replacement of personnel pursuant to this Section 3.8.2 shall not give rise to entitlement by the Contractor to additional time or money, nor shall it constitute intentional interference or active interference by the Owner.
- 3.8.3 Contractor's organizational chart and key personnel identified in the Contractor's SOQ and Technical Proposal shall not be replaced or modified without prior written approval from the Authority.
- 3.8.4 If any of Contractor's key personnel become unavailable to perform services in connection with the Project the Contractor (such separation shall be notified immediately to the Authority), then Contractor shall promptly appoint a replacement acceptable to the Authority. The Authority shall be entitled to complete qualifications information on each proposed replacement, including a current detailed resume and references.
- 3.8.5 The Authority shall have the right, in its sole discretion, to remove, replace, or to reduce the scope of services of the Contractor in the event that a member of the Key Personnel has been removed or replaced by the Contractor without the prior written consent of the Authority. In the event the Authority exercises the right to remove, replace, or to reduce the scope of services of the Contractor, the Authority shall have the right to enforce the terms of the Contract and to keep-in-place those members

of the Contractor's team not removed or replaced, and the remaining members shall complete the services required under the Contract in conjunction with the new members of the Contractor's team approved by the Authority.

3.9 CONTRACTOR'S DESIGN AND CONSTRUCTION SCHEDULES

- 3.9.1 Preliminary Schedule. The Contractor shall submit to the OAR a Preliminary Schedule within fourteen (14) days after the date of the Notice of Intent to Award the Contract. The Preliminary Schedule shall be in a bar chart format covering all major items of the Work including construction activities, milestone dates, and procurement of materials and equipment. The Preliminary Schedule shall identify approximate start and finish dates and the sequence in which the Contractor proposes to carry out the Work. The Preliminary Schedule shall be based upon the Contract Time specified in the Contract Documents. Upon receipt by the Contractor of the Notice to Proceed and until the Baseline Schedule is accepted by the OAR, the Contractor shall proceed with the Work in accordance with the Preliminary Schedule.
- 3.9.2 Baseline Schedule. Within thirty (30) days of the issuance of the Notice to Proceed, the Contractor shall submit to the OAR a proposed Baseline Schedule which shall be in the format as required by the Specifications and Drawings. The OAR will review the proposed Baseline Schedule and present the Contractor with any comments. The Contractor shall resubmit the proposed Baseline Schedule for review within fourteen (14) days after receipt of comments. Upon the OAR's acceptance of the Baseline Schedule, the Contractor shall proceed with the work in accordance with the accepted Baseline Schedule. The OAR's acceptance of the Baseline Schedule shall not impose on the Owner any responsibility to the Contractor for the accuracy or reasonableness of the Baseline Schedule nor shall the review and acceptance relieve the Contractor from full responsibility. Upon acceptance by the OAR, the Baseline Schedule shall be the basis for evaluation of all time related issues, unless and until a Progress Schedule is accepted which supersedes the Baseline Schedule logic. The Owner shall have no obligation to process or issue payment for an Application for Payment until the Contractor's Baseline Schedule has been accepted by the OAR.
- 3.9.3 Progress Schedules. Each month the Contractor shall submit a Progress Schedule to update the progress of the Work. Progress Schedules must be submitted with each Contractor's Application for Payment and the data contained in the Progress Schedule must accurately correspond to the progress of the work information contained in the Contractor's Application for Payment. The Contractor's Progress Schedule must accurately reflect the actual progress of the Work as well as any revisions to the logic, sequence, durations of work activities, or level of detail of the number, description, or division of the work activities. The Owner may refuse to process or issue payment for an Application for Payment without the Contractor's submission of a current, accurate, and updated Progress Schedule that is satisfactory to the OAR. The OAR may specify the format in which the Progress Schedules shall be delivered by the Contractor. The Contractor's failure to submit such updated Progress Schedule with an Application for Payment shall result in a waiver by Contractor of all Claims for the time extensions for the time period covered by the Application for Payment.
- 3.9.4 If the Contractor's Progress Schedule reflects that completion of the Contract or a Contract Milestone date is not within the Contract Time, then the Contractor must submit with the Progress Schedule the Contractor's proposed recovery plan for completing the Work within the Contract Time. In the event the Contractor claims entitlement to a time extension which is disputed by the Owner, the Contractor's recovery plan shall not be based upon receiving disputed time extensions.

- 3.9.5 The Contractor shall fully comply with all time and other requirements of the Contract Documents. The Owner's approval and payment of an Application for Payment, without the submission of a current, accurate Baseline or Progress Schedule, shall not constitute a waiver of either the requirement for such updates or the Owner's right to withhold payment, and the Contractor shall not be relieved from the obligation to complete the Work within the Contract Time.

3.10 DOCUMENTS AND SAMPLES AT THE PROJECT SITE; AS-BUILT AND RECORD DOCUMENTS

- 3.10.1 The Contractor shall maintain at the Project site all approved Drawings, Specifications, Permits, Permit Drawings, Shop Drawings, Product Data, Samples, and other required submittals and make such documents available to the Owner, DCC and OAR, at all times.
- 3.10.2 The Contractor shall maintain at the Project site As-Built Documents comprised of one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to accurately reflect all as-built conditions, including, but not limited to, all locations of utilities as actually determined or installed and all changes to the Work. These As-Built Documents shall be available to the Owner, DCC and OAR, at all times. All As-Built Documents shall be delivered to the OAR for review and acceptance upon completion of the Work, signed by the Contractor to certify that they show complete and exact as-built conditions, stating dimensions, sizes, kinds of materials, and similar matters (including, but not limited to, piping and conduit locations). The Contractor shall be responsible for all damages arising directly or indirectly out of the Contractor's failure to prepare or maintain complete and accurate As-Built Documents and other information.
- 3.10.3 Prior to Final Completion of the Work, the Contractor shall prepare a complete set of Record Documents based on the As-Built Documents and deliver them to the OAR for review and acceptance. The Record Drawings shall be signed by the Contractor's Florida registered design professional to certify that they show complete and exact as-built conditions, stating dimensions, sizes, kinds of materials, and similar matters (including, but not limited to piping and conduit locations). The Contractor shall be responsible for all damages arising directly or indirectly out of Contractor's failure to maintain complete and accurate Record Documents and other information.
- 3.10.4 The Contractor shall maintain at the Project site all permit Drawings in a manner so as to make them accessible to governmental inspectors and other authorized agencies, at all times. All final updated permit Drawings shall be delivered to the OAR prior to Final Completion, unless another timeframe has been established by the OAR, in writing.
- 3.11 SUBMITTALS: DESIGN DOCUMENTS, DRAWINGS, AND SPECIFICATIONS; SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES
- 3.11.1 Design Documents, Drawings, and Specifications include all Drawings, Specifications, and other documents and electronic data prepared by the Contractor setting forth in detail the requirements for construction of the Work.
- 3.11.2 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Subconsultant, manufacturer, Supplier, or distributor to illustrate some portion of the Work.

- 3.11.3 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.
- 3.11.4 Samples are physical examples which illustrate materials, equipment, or workmanship and establish standards by which the Work will be accepted.
- 3.11.5 Design Documents, Drawings, and Specifications, shall be referred to as "Design Submittals" and Shop Drawings, Product Data, Samples, shall be referred to as "Construction Submittals." Design Submittals, Construction Submittals, and all other similar submittals shall all be referred to collectively as "Submittals." Submittals do not change the requirements of the Contract Documents, unless incorporated by a Contract Modification. The purpose of Submittals is to demonstrate, for those portions of the Work for which Submittals are required, the manner in which the Contractor proposes to conform to the Contract Documents. Construction Submittals shall demonstrate the Contractor's compliance with the Design Submittals and the Contract Documents; shall set forth in detail the requirements for construction of the Work; and shall include, but not be limited to, information customarily required for governmental agency approval and as required by the Contract Documents.
- 3.11.6 Submittals by the Contractor may be accepted as noted or not accepted by the OAR and DCC if they fail in any way to achieve the results intended by the Contract Documents or are not in accordance with sound and prudent architectural and/or engineering principles, or are aesthetically unacceptable. The OAR and DCC may request that the Contractor submit Shop Drawings, Samples, and/or catalog cuts containing or reflecting aesthetic or other design aspects for the purposes of determining whether such designs achieve the results intended in the Contract Documents. If the design or any portion thereof is not accepted, the Contractor shall forthwith revise the design, and re-submit the design to the OAR and DCC until it meets with such acceptance.
- 3.11.7 The Contractor shall remain solely and exclusively responsible for the adequacy and sufficiency of the Submittals, and in no event shall the OAR or DCC, by accepting, not accepting, or reviewing Submittals, be considered to have warranted the adequacy or sufficiency of the Submittals or otherwise be held responsible for any deficiencies in the Submittals or any portion of the Work.
- 3.11.8 Unless the Contract Documents provide otherwise, the Contractor and its Designer shall review, approve, and submit to the OAR and DCC all Submittals required by the Contract Documents in accordance with the Baseline Schedule, with reasonable promptness, and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. The Contractor shall furnish the Submittals in the format and quantity required by the Specifications. By approving and submitting such Submittals, the Contractor and its Designer represent that they have determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and have checked and coordinated the information contained within such Submittals with the requirements of the Work and of the Contract Documents. Submittals that have not been approved by the Contractor and its Designer shall be considered refused by the OAR and DCC.
- 3.11.9 The Contractor shall perform no portion of the Work nor purchase any materials requiring review of Submittals until the relevant Submittal has been reviewed in the manner set forth in the Contract Documents. All Work shall be performed in accordance with Submittals which have been returned by the OAR and DCC in accordance with the Contract Documents. Review and return of the Submittal does not constitute acceptance by the Owner of any modification to the Contract Documents. When Submittals are not fully accepted through no fault of the Owner, the Contractor

shall revise and resubmit Submittals at no additional cost to the Owner and no Contract Time extensions shall be allowed for revisions and resubmission of Submittals.

- 3.11.10 If the Contractor proposes to deviate from the requirements of the Contract Documents, the Contractor shall separately submit, and identify prominently on the transmittal cover sheet(s) for the Submittal, all proposed deviations from the requirements of the Contract Documents. The Contractor shall provide detailed justification for any deviation request. The Contractor's transmittal cover sheet(s) shall direct, in writing, attention to the specific proposed deviations, and the Submittal shall contain all required data and supporting documentation necessary for evaluation of the proposed deviation. The Owner will make all final determinations for acceptance of the proposed deviation. Any Submittal containing deviations not identified as previously described shall be deemed rejected and require resubmission. When requesting a deviation, the Contractor and its Designer shall review, sign, and affirm whether the deviation has been "Accepted," "Accepted as Noted," or is "For Information Only."
- 3.11.11 By approving and submitting Submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements, and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such Submittals with the requirements of the Work and of the Contract Documents.
- 3.11.12 The Contractor shall direct specific attention, in writing, to any revision(s) on resubmitted Submittals that were not requested in response to a previous Submittal.
- 3.11.13 Informational Submittals identified in the Contract Documents do not require responsive action.
- 3.11.14 When the Contract Documents require the Contractor to submit professional certification of performance capabilities of materials, connections, assemblies, systems, equipment, or other aspects of the Work, the Owner shall be entitled to rely upon the accuracy and completeness of such calculations and certifications. Review or acceptance of Submittals or any related documents by Owner or OAR (or those at their direction) shall not in any way relieve the Contractor of the technical adequacy and accuracy of the Work, nor shall it be construed as a waiver of any of the Contractor's obligations or liability that may arise under the Contract or out of performance of the Work.
- 3.11.15 If the Contractor proposes to use a design, method or type of material or equipment other than specified in the Contract Documents, a written request therefor shall be made to the OAR along with an estimate of the credit for cost and time, if any; the Owner will receive as a result of the change(s). If acceptance is given by the Owner, the Contractor will not be excused from producing Work in conformity with the Contract Documents. If a trial use establishes the Work does not meet the requirements of the Contract Documents, the Contractor shall take such action as the OAR determines necessary. By making a request for such a substitution, the Contractor:
1. represents that it has thoroughly investigated the proposed substitution and determined that the proposed substitution is equal to or superior in all respects to the specified materials, method, or equipment;
 2. represents that it will provide a warranty for the substitution identical in all respects to the warranty for the specified materials, method, or equipment;
 3. certifies that the cost data presented is complete and includes all related, incidental and consequential costs;
 4. waives all claims for any additional costs related to the substitution; and

5. represents that it will coordinate the installation of the accepted substitute, making changes as may be required for the Work to be complete in all respects, at no additional cost to the Owner, nor additional time to perform the Work.
- 3.11.16 Final Design Submittals and Construction Submittals shall be signed and sealed by a responsible design professional, registered in the State of Florida, in accordance with the State of Florida regulations.
- 3.11.17 Prior to submitting any Submittals to the OAR and DCC, the Contractor shall demonstrate that the Contractor and its Designer have performed an internal review and checked the Submittal as part of the Contractor's established Quality Assurance Program. All submittals shall have been reviewed, signed and be noted "Approved", "Approved as Noted" or "For Information Only" by the Contractor's Designer prior to submittal to the OAR.
- 3.11.18 The Design Submittal shall be in the general format defined in the Contract Documents, which contains all specifications, special provisions, report, data, etc. that define the requirements for the Work, and a complete set of plans, which contain all design drawings applicable to the Work. The 95% and 100% Design Submittals shall include all plans and specifications applicable to the Work. The Design Submittal shall be in conformance with the Owner's Guidelines and Standards and the DCP.
- 3.11.19 In the event that portions of the Work are to be designed and constructed before final design of the remaining portions of the Work is completed, the initial Design Submittal shall be complete for the component of the Work to be constructed first. As the design for the remaining portions of the Work are completed, the Design Submittal for these successive portions of the Work shall be in the form of additions and/or revisions, as appropriate, to the originally accepted submittals and Drawings.
- 3.11.20 The Owner's acceptance is required for all Design Submittals representing the final 100% design of any aspect of the Work, to be evidenced by the signature of the Owner, OAR and DCC on such documents, prior to commencement by the Contractor of any construction activities associated with that Submittal.
- 3.11.21 The Contractor shall submit one complete printed set of each 100% Design Submittal to the OAR prior to the start of any construction work covered by the Design Submittal. In addition, the Contractor shall submit electronic files of the 100% Design Submittal in DWG and PDF formats. Upon signature by the Owner, OAR and DCC, the Design Submittal shall become part of the Contract Documents.
- 3.11.22 Review or acceptance by the Owner of Submittals, including data, designs, specifications, calculations, estimates, plans, drawings, construction documents, photographs, reports, memoranda, other documents, and incidental design work or materials furnished by the Contractor shall not in any way relieve the Contractor of full responsibility for the technical adequacy and accuracy of the Work. Neither the Owner's review, approval, acceptance of, nor payment for, any of the Work shall be construed as a waiver of any of the Owner's rights under this Contract or of any cause of action it may have arising out of the performance of this Contract.
- 3.11.23 When Submittals are returned to the Contractor stamped "Not Accepted", or when a Submittals are stamped "Accepted As Noted" or are otherwise not fully accepted through no fault of the Authority, OAR or DCC, the Contractor shall revise and resubmit the Submittals at no additional cost to the Authority. No Contract Time extensions will be allowed for revision of rejected submittals

3.12 USE OF SITE AND COORDINATION

- 3.12.1 The Contractor shall confine operations at the site to the limits of construction shown on the Drawings and shall not unreasonably clutter the site with materials or equipment. The Contractor shall not dispose of debris or waste material on the Owner's property. Hazardous materials shall be disposed of pursuant to applicable state and federal statutes, and in accordance with Article 10.3 below. At no additional cost to the Owner, the Contractor shall take all actions necessary to coordinate the Work with other activities at the Project, including, but not limited to, the ongoing operations of the Owner, and users of the Owner's facilities.

3.13 CUTTING AND PATCHING

- 3.13.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.
- 3.13.2 The Contractor shall not damage, in whole or in part, the Work; other Work of the Owner; or work of separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

3.14 CLEANING UP

- The Contractor, on a daily basis, shall keep the Project site and surrounding area free from the accumulation of waste materials or rubbish caused by operations under the Contract. At the completion of the Work, the Contractor shall remove from and about the Project site all waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials caused by operations under the Contract. The Contractor shall not dispose of debris or waste material on the Owner's property or in waste containers (dumpsters) leased by the Owner without prior written approval of the Owner.
- 3.14.1 If the Contractor fails to keep the Project site clean as provided in the Contract Documents, then, following the Owner's forty-eight (48) hours written notice to the Contractor, the Owner may take appropriate action to clean the Project site, or any portion thereof, and charge such costs to the Contractor.
- 3.14.2 If a dispute arises among the Contractor, separate contractors, and the Owner as to the responsibility under their respective contracts for maintaining the Project site and surrounding area free from waste materials, debris, and rubbish, the Owner may clean the Project site, or any portion thereof, and allocate the cost among those responsible, in a manner the OAR determines, in its sole discretion, to be just.

3.15 ACCESS TO WORK

- 3.15.1 At all times, the Contractor shall, at no additional cost, provide the Owner, OAR and DCC access to the Work subject to the safety rules and insurance requirements of the particular work area. This access shall include the Contractor's providing reasonable assistance; including, but not limited to,

providing ladders, equipment, and workers to provide access to the Work or remove/replace heavy objects.

3.16 ROYALTIES AND PATENTS

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

3.17 ARCHITECTURAL AND ENGINEERING DESIGN SERVICES

- 3.17.1 The Contractor shall provide all professional architectural and engineering design services (either on its own or using Subconsultants) required to complete the Work, which may include, but are not limited to, customary architectural design services; customary civil, structural, mechanical, systems, lighting, and electrical engineering services; geotechnical and surveying services; project and construction management and administration services; and all other professional services which may be required.
- 3.17.2 The Contractor shall prepare detailed design documents, drawings, and specifications which are consistent with the intent of the Contract Documents, that adequately define the information required by the construction trades to properly perform the Work, and that include all information required for permitting and approval of the Project by the appropriate regulatory agencies. All design documents prepared by Contractor shall be in accordance with the DCP and the Owner's Master Design Guidelines including all standards, AutoCAD standards, and all additional detailing requested by the Owner and OAR.
- 3.17.3 The Contractor shall be responsible for the professional quality, technical adequacy, accuracy, timely completion, and coordination of all data, designs, specifications, calculations, estimates, plans, drawings, construction documents, photographs, reports, memoranda, other documents and instruments, and all other services furnished by the Contractor. The Contractor shall, without additional costs or expense to the Owner, correct or revise any errors, omissions, or other deficiencies in the Work performed by the Contractor.
- 3.17.4 All design work shall be performed, signed, and sealed by professional engineering and architectural firm(s) or individuals licensed and registered to practice in the State of Florida.
- 3.17.5 All design work shall comply with all applicable federal, state, and local codes, including the Florida Energy Code, the Florida Accessibility Code for Building Construction (FACBC), and the Americans with Disabilities Act Accessibility Guidelines (ADAAG) in effect at the time of execution of this Agreement. In the event that subsequent changes in such applicable federal, state or local codes cause changes in the Contract Price or Contract Time, the Contractor may request a Contract Modification in accordance with Article 7. Nothing herein shall relieve the Contractor of its obligations in this Section 3.17, including, but not limited to, providing detailed design documents, drawings, and specifications that are required for permitting and approval of the Project by the appropriate regulatory agencies and that comply with all applicable federal, state, and local codes.

- 3.17.6 The Contractor shall use its best efforts to perform all services, and shall provide all design services in accordance with the generally accepted standards of engineers or architects and in accordance with the Contract Documents.
- 3.17.7 The Contractor shall provide design services as necessary during construction.
- 3.17.8 The Contractor agrees to perform such additional professional services for the Owner as are contained in any additional scope of work established by the Owner in a Contract Modification. The Contract Modification for such additional professional services may establish a lump sum amount, per diem, or hourly rates for such work and may provide an upper limit on the payments to be made by the Owner to the Contractor for such work as well as the amount of time necessary to accomplish such additional services. It is expressly understood, however, that the Owner shall have no obligation to authorize the Contractor to perform any additional professional services under this Contract.
- 3.17.9 The requirements for design work by the Contractor are further defined in the Contract Documents.
- 3.17.10 All documents prepared or accumulated by the Contractor in rendering design services shall be the sole property of the Owner and the Owner shall be vested with all rights therein of whatever kind and however created; provided, however, that the Contractor shall have no liability to the Owner for the Owner's use of the Contractor's work product on any project other than the Project for which the Contractor's design services were rendered, or for the Owner's use of the work product of the Contractor which is delivered to the Owner in incomplete form, accompanied by written notice to the Owner that such work is incomplete describing in sufficient detail why the documents are incomplete. No reports, maps, drawings, specifications, or other documents produced in whole or in part under this Contract shall be the subject of any application for copyright by or on behalf of the Contractor or any of its Subcontractors.

ARTICLE 4 ADMINISTRATION OF THE CONTRACT

4.1 ROLE OF THE DESIGN CRITERIA CONSULTANT (DCC)

- 4.1.1 The DCC is the entity that is retained by the Owner to prepare the DCP and provide other services as explicitly set forth in the Contract. The DCC may be the Owner.
- 4.1.2 The DCC will visit the Project site at appropriate intervals to become generally familiar with the progress and quality of the Work and to determine in general if the Work is being performed in a manner such that when the Work is completed it will be in accordance with the Contract Documents. The DCC will not make exhaustive or continuous on-site inspections to check quality or quantity of the Work unless otherwise provided in the Contract Documents.
- 4.1.3 Based on the DCC's periodic site observations, the DCC may, at the Owner's sole discretion, review the amounts approved by the OAR on each Application for Payment and will advise the Owner of any apparent issues with the amount approved by the OAR for payment.
- 4.1.4 The DCC may review and take appropriate action upon the Contractor's Submittals that are defined in the Contract Documents to require Owner acceptance, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The DCC's action will be taken with such reasonable promptness as to avoid or

minimize delay in the Work or in the activities of the Owner, Contractor, or separate contractors, while allowing sufficient time to permit adequate review. Review of such Submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The DCC's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The DCC's review of and action concerning a specific item shall not indicate review of and action concerning an assembly of which the item is a component. The DCC's review, or lack thereof, of the Contractor's Submittals shall not relieve the Contractor of the obligations of the Contract Documents.

- 4.1.5 The DCC is the interpreter of the DCP and intent of the Contract Documents. The DCC, within a reasonable period of time after receipt of a written request, shall render such interpretations in writing or in the form of drawings to the OAR for forwarding to the Contractor.
- 4.1.6 Interpretations and decisions of the DCC will be consistent with the intent of the Contract Documents.
- 4.1.7 The Owner's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.
- 4.1.8 The DCC will conduct inspections with the OAR and Contractor to determine if the requirements for Substantial Completion have been satisfied, to prepare the Substantial Completion punch list, to ensure the punch list work has been completed, and to confirm the requirements for Final Completion have been satisfied. The DCC will review written warranties and related close-out documents required by the Contract Documents and assembled by the Contractor.
- 4.1.9 The DCC will not have control over, charge of or be responsible for construction means, methods, techniques, or procedures, or for safety precautions and programs in connection with the Work. These are solely the Contractor's responsibility.
- 4.2 ROLE OF THE OWNER'S AUTHORIZED REPRESENTATIVE (OAR)
 - 4.2.1 The OAR shall provide administration of the Contract as described in the Contract Documents and shall be selected by the Owner. The specific person or entity which will perform the OAR's responsibilities shall be identified by the Owner. The Owner may be the OAR and the Owner has authority to perform any of the actions that the OAR may perform.
 - 4.2.2 The OAR is the party through whom all communications shall be transmitted to and from the Contractor unless otherwise provided in the Contract Documents. However, the Owner and Contractor are not precluded from direct communications. The Contractor shall copy the OAR with all communications between the Owner and the Contractor if such direct communication occurs. Communications by and with Subcontractors, Subconsultants and material Suppliers shall be through the Contractor. The Contractor's communications with the DCC or with separate contractors shall be through the OAR.
 - 4.2.3 The OAR will receive and process the Contractor's Submittals, including coordination with the DCC when necessary, and returning the review comments or acceptance to the Contractor with such reasonable promptness as to avoid or minimize delay in the Work or the activities of the Owner, Contractor, or separate contractors, while allowing sufficient time for the OAR's adequate review of the Submittals, but not less than fourteen (14) days after receipt, unless otherwise specified in

the Contract Documents. The OAR's processing and review of the Submittals shall not relieve the Contractor of its obligations under the Contract Documents, and shall not constitute acceptance or approval of safety precautions or any means, methods, techniques, sequences, or procedures.

- 4.2.4 The OAR is authorized to reject Work which does not conform to the Contract Documents. Whenever the OAR considers it necessary or advisable, the OAR is authorized to require additional inspection, examination or testing of the Work regardless of the stage of completion or delivery of the Work. However, neither this authority of the OAR nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the OAR to the Contractor, Subcontractors, Subconsultants, material and equipment Suppliers, their agents or employees, or other persons performing portions of the Work.
- 4.2.5 The OAR will prepare or assist the Owner in preparing Change Orders, Construction Change Directives, and Field Change Orders. The OAR may authorize minor changes in the Work as provided in Article 7.
- 4.2.6 The OAR, in conjunction with the DCC and the Contractor, will conduct inspections to determine the date or dates of Substantial Completion and the date of Final Completion, will receive and forward to the Owner, for the Owner's review and records, written warranties and other documents required by the Contract Documents and assembled by the Contractor, and will issue a final Certificate for Payment upon the Contractor's compliance with the requirements of the Contract Documents. Receipt by the OAR or Owner of warranties and other documents at variance with the requirements of the Contract Documents shall not be deemed acceptance of a modification to the Contract Documents or a waiver of any requirement of the Contract Documents.
- 4.2.7 The OAR will not have control over, charge of, or be responsible for, construction means, methods, techniques, or procedures, or for safety precautions and programs in connection with the Work. These are solely the Contractor's responsibility. However, in the event the Contract Documents expressly require the Contractor to use specific means, methods, techniques, or procedures, the Contractor shall perform the Work in accordance with those express requirements.

4.3 CLAIMS AND DISPUTES

- 4.3.1 Time Limits and Claim Substantiation. All Claims and RCOs by the Contractor must be made within fourteen (14) days after occurrence of the event giving rise to such Claim or within fourteen (14) days after the Contractor first recognizes the condition giving rise to the Claim, whichever is later. Claims must be initiated by written notice to the Owner, provided in accordance with Article 13, and contain a thorough description of the basis of the Claim, with copies served on the Owner and the OAR. Daily reports, Applications for Payments and other administrative documents required by the Contract do not constitute written notice of a Claim.
- 4.3.2 The responsibility to substantiate a Claim shall rest with the party making the Claim. All Claims made by Contractor shall be substantiated and quantified within thirty (30) days of the written notice by an itemized, detailed cost breakdown sufficient to analyze the value and impact of the Claim, stating applicable cost and time impacts in accordance with the requirements of Article 7. Failure to comply with the time requirements for providing written notice and substantiation of Claims shall result in a waiver of the applicable Claim. Under no circumstances shall the Contractor be entitled to any indirect, incidental, special, or consequential damages in any proceeding arising out of or relating to this Contract or the breach thereof.

- 4.3.3 Continuing Contract Performance. Pending final resolution of a Claim, including, but not limited to during the process set forth in Articles 4.4 and 4.5, the Contractor shall proceed diligently with performance of the Work. Neither the Owner's payment on an Application for Payment pending final resolution of a Claim nor the Owner's agreement to relief in connection with a Claim, RCO, or otherwise shall be deemed to expressly, impliedly, by course of conduct or otherwise waive the requirement for notice and substantiation of Claims.
- 4.3.4 By making final payment, the Owner does not waive any Claim that arises from: (a) liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled at the time final payment is made; (b) latent defects; (c) failure of the Work to comply with the Contract Documents; (d) terms of special warranties required by the Contract Documents; or (e) any claim for overpayment, including, but not limited to, those resulting directly or indirectly from any erroneous measurement, estimate, or quantity.
- 4.3.5 Claims for Concealed, Unforeseen or Unknown Conditions. If conditions are encountered at the site that are (1) concealed physical conditions which differ materially from those indicated in the Contract or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract, then the Contractor shall give written notice to the OAR promptly before conditions are disturbed and in no event later than seven (7) days after first observance of the conditions. This notice shall include a written description of the concealed or unknown condition and the Contractor's proposed method to resolve the concealed or unknown condition. If the OAR determines that the conditions at the site are not materially different from those indicated in the Contract, and that no change in the terms of the Contract is justified, the OAR shall so notify Contractor in writing. The Contractor shall notify the OAR of any opposition to the OAR's determination within seven (7) days after the OAR has given notice of its determination. Substantiation and quantification of any Claims related to concealed or unknown conditions must be provided within thirty (30) days of the date that the Contractor's Claim notice is received by the OAR or thirty (3) days from the date that the OAR has issued direction on how to resolve the concealed or unknown condition. If such concealed or unknown site conditions are encountered, and if the critical path is directly impacted as a result, the Contractor shall be entitled to an adjustment in the Total Contract Time for the delay caused by the correction of concealed or unknown conditions, subject to the requirements of Articles 7 and 8. If such concealed or unknown site conditions are encountered, requests for compensation for the reasonable direct costs that are caused solely by the delay are subject to the requirements of Article 7. If the concealed or unknown condition causes a decrease in the cost of performing the Work, the Owner shall be entitled to deduct the decreased cost from the Total Contract Price.
- 4.3.6 Injury or Damage to Person or Property. If Contractor suffers injury or damage to person or property because of an act or omission of the Owner, of the Owner's employees or agents, or of others for whose acts the Owner is legally liable, written notice of such injury or damage, whether or not insured, shall be given to the Owner in accordance with Article 13.3, and no later than fourteen (14) days after first observance. The notice shall provide sufficient detail to enable the Owner to investigate the matter.
- 4.4 MANDATORY PRE-SUIT MEDIATION
- 4.4.1 All Claims, disputes, or other matters in question arising out of or relating to the Contract, shall be subject to mandatory pre-suit mediation under the auspices of a mediator to be selected by the parties. Mediation must occur before a lawsuit is filed. Discovery prior to the scheduled mediation shall be limited to one (1) request for production of documents and two (2) depositions per party

not exceeding 8 hours total time per deposition. Each party shall equally bear the costs of mediation and shall be solely responsible for its own attorneys' fees and other legal costs prior to and during the mediation process. In the event the case does not settle at mediation, the parties may re-depose either or both witnesses on non-repetitive matters.

4.5 CERTIFICATION OF SUBCONSULTANT OR SUBCONTRACTOR CLAIM

- 4.5.1 For any Claim made by the Contractor against the Owner, the basis of which includes a Claim by a Subconsultant, Subcontractor, or any other person or entity under the Contractor's control, for acts or omissions allegedly attributable to the Owner, the Contractor must certify by affidavit that it has carefully examined each Subconsultant's or Subcontractor's Claim and has verified the truth and accuracy of each Claim. Such certification under oath must be made by the Contractor prior to the submission of any Subconsultant or Subcontractor Claim to the Owner and shall constitute an express condition precedent to the Contractor having a cause of action against the Owner that includes a Subconsultant's Claim or a Subcontractor's Claim. A copy of such certification shall be provided to the Owner contemporaneously with the submission of any Subconsultant or Subcontractor Claim to the Owner. The Owner will not consider any Claim that has not been properly certified by the Contractor, nor is the Contractor entitled to relief by the Owner unless the certification contemplated by this Section has been properly furnished to the Owner.

4.6 RESOLUTION OF DISPUTES

- 4.6.1 The parties agree that all legal proceedings that relate in any way to this Contract shall be brought only in the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida.
- 4.6.2 The Contractor shall, within fifteen (15) business days from delivery of notice from the Owner or OAR, produce for examination by the Owner, OAR, or an authorized representative of either of them, all of the Contractor's records related to the Work or under the Contract, including, but not limited to, books of account, bills, invoices, payrolls, Subcontracts, Subcontractor payment requests, time sheets/cards, progress records, daily logs, daily reports, cost accounting records, correspondence, and any other document or record regarding all of the Contractor's acts and transactions in connection with or relating to or arising by reason of the Contract, and provide appropriate personnel familiar with such records to explain such records and answer questions regarding any Claims made under this Contract. The Contractor's failure to furnish the requested information or appear for examination shall result in the Contractor's waiver and release of all Claims arising out of, relating to, or by reason of this Contract, except for the sums certified by the OAR to be due under the provisions of the Contract. In addition to the foregoing, to the extent any Claim by the Contractor includes any claims by Subcontractors or Subconsultants, arising under or by reason of this Contract, the Owner shall also have the right through its designees, upon written notice, to require the Subcontractor to produce the above described records related to Work in connection with this Contract in the Subcontractor's or Subconsultant's possession and to submit itself and persons in its employ to similarly explain its records and answer questions, within fifteen (15) business days from delivery of written notice from the Owner to the Contractor requesting same. The Contractor shall ensure that the Subcontractor or Subconsultant timely complies with this provision.
- 4.6.3 It is further stipulated and agreed that no person or entity has power to waive any of the foregoing provisions of this Article 4, and that in any action against the Owner to recover on any claim or any sum in excess of the sums certified by the OAR to be due under or by reason of this Contract, the

Contractor must allege in its complaint, and prove at trial, compliance with the provisions of this Article 4.

ARTICLE 5 SUBCONTRACTORS AND SUBCONSULTANTS

5.1 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

- 5.1.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after Notice of Intent to Award, shall furnish in writing to the OAR the names of persons or entities (including, but not limited to, those who are to furnish specially fabricated materials or equipment) proposed for each portion of the Work, including Subcontractors and Subconsultants. The Owner shall have the right, but not the obligation, to investigate and object, on a reasonable basis, to any such proposed person or entity. The OAR shall promptly notify the Contractor if any such objection exists.
- 5.1.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or OAR has made reasonable and timely objection.
- 5.1.3 If the Owner has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner has no reasonable objection. The Total Contract Price shall not be increased by the difference in cost occasioned by such change if the Owner's objection arises from the failure of such person or entity to conform to the requirements of the Contract Documents (including poor performance on prior projects, lack of experience, capacity or financial viability), or if the person or firm is proposed as a DBE, MWBE, or LDB/VBE, and is not certified in accordance with the Owner's Policies and Procedures. If the Owner's objection is for some other reason, then the Contractor may be allowed an increase in the Total Contract Price provided that the Contractor has acted promptly and responsively in submitting substitute subcontractors or subconsultants.
- 5.1.4 Once the Contractor enters into a subcontract, the Contractor may only replace a Subcontractor or Subconsultant when required by the Owner or when the Contractor can demonstrate to the Owner's satisfaction that the Subcontractor or Subconsultant lacks financial viability, cannot meet construction schedules, or produces inferior or substandard work. If the replacement results in a decrease in the Contractor's costs, Owner shall receive a deductive Change Order. If, however, the replacement results in an increase in the Contractor's costs, increase in the Total Contract Price will only be allowed if the replacement is required by the Owner.

5.2 SUBCONTRACTUAL RELATIONS

- 5.2.1 The Contractor shall make available to each proposed Subcontractor and Subconsultant, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor and Subconsultant will be bound, and, upon written request of the Subcontractor or Subconsultant, identify to the Subcontractor and Subconsultant terms and conditions of the proposed subcontract agreement which may be at variance with the Contract Documents. Subcontractors and Subconsultants shall similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors and Sub-subconsultants.
- 5.2.2 All work performed for the Contractor by a Subcontractor or Subconsultant shall be pursuant to an appropriate written agreement between the Contractor and the Subcontractor or Subconsultant.

The Contractor shall provide to the Owner or OAR, if requested, copies of all Subcontracts within five (5) days following the Owner's or OAR's request.

5.2.3 The Owner shall have no contractual liability or obligation to any Subcontractor or Subconsultant for Work performed pursuant to their agreement with the Contractor. The Contractor shall be liable to the Owner for all acts and omissions of the Subcontractors and the Contractor shall be solely responsible for scheduling and coordinating the Work of all Subcontractors, suppliers, and any other person performing work on the Project.

5.2.4 In addition, the Contractor shall:

- i. Execute subcontracts with the DBE firms that are identified in the Contractor's proposal, with the amounts and scope of work reflected in the proposal;
- ii. Provide Owner copies of all executed subcontracts with DBE firms within 5 days of execution, including any exhibits such as the schedule;
- iii. Maintain the level of DBE participation included in Contractor's proposal;
- iv. Provide notice to Owner of any changes to DBE subcontracts within 30 days of execution, including those that reduce the scope or amount of payment; and
- v. Provide evidence of payment to DBE subcontractors to Owner within 30 days of payment either in the form of cancelled checks or ACH payments or other format acceptable to the Owner. In order to count a payment towards the DBE participation goal, the Owner must be able to determine the amount of payment to each DBE Subcontractor/Supplier for work performed on this Contract. If payments are for multiple contracts, the Contractor shall document the payment information separately for this Contract. Failure to provide sufficient evidence of payment will result in under-counting of participation and possibly a failure to meet the DBE participation goals, which could result in consequences such as the possibility of debarment from future contracts.

5.2.5 Failure by the Contractor to carry out the requirements of 49 CFR Part 26, the Owner's DBE Policy or the preceding subsection of this Contract, is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the Owner deems appropriate, which may include, but is not limited to the following:

- 1) withholding of payment, in an amount reasonably related to the non-compliance issue and for so long as non-compliance continues, as determined by the Owner in its sole discretion,
- 2) assessing sanctions, in an amount reasonably related to a good faith dispute over compliance with the requirements, for example:
 - a) The improper substitution or termination of a subconsultant or subcontractor, without pre-approval by the Owner, may result in 10% deduction in payment due for the work that was improperly terminated or substituted as determined by the Owner in its sole discretion.
- 3) terminating the contract or any portion thereof, if the Contractor has reduced, terminated, or otherwise modified the type or amount of work to be performed by a DBE firm, without seeking prior approval of the Owner.
- 4) liquidated damages, equal to the difference between the amount committed to DBE firms at award and the amount actually paid to DBE firms for work performed or materials

supplied, unless the reason for the shortfall was beyond the Contractor's control, as determined by the Owner in its sole discretion, which shall be paid to the Owner within sixty (60) days of assessment or withheld from payments due, and/or

5) disqualifying the Contractor on future projects, in accordance with the Owner's Debarment of Contractors Policy.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces or to award separate contracts in connection with portions of the Project or other construction or operations on the Owner's property.

6.1.2 The OAR shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing related construction schedules when directed to do so. The Contractor shall make any revisions to the Progress Schedule deemed necessary after a joint review and mutual agreement. The Progress Schedules shall then be used by the Contractor, separate contractors, and the Owner until subsequently revised.

6.1.3 The OAR will be responsible for coordinating the Work of all contractors on the Project when the Project involves more than one contractor. The OAR and Owner have the right to make changes in the Contractor's sequence of operations if, in their judgment and sole discretion, changing Project conditions require changes in sequence. The Contractor shall modify its sequence of operations and procedures, as required by the OAR and Owner.

6.2 MUTUAL RESPONSIBILITY

6.2.1 The Contractor shall promptly afford the Owner and separate contractors reasonable opportunity for storage of their materials and equipment and performance of their activities and shall coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

6.2.2 If the proper execution of the Contractor's Work depends upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with the affected portion of the Work, promptly report to the OAR, with a copy to the Owner, apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution. Failure of the Contractor to report discrepancies or defects shall constitute an acknowledgment that the Owner's or separate contractors' completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects which are not discoverable at that time through the exercise of reasonable diligence.

6.2.3 The Contractor shall promptly remedy and repair damage caused by the Contractor to completed or partially completed construction, including, without limitation, the Work, or to property of the Owner or separate contractors as provided in Article 10. Such remedies and repairs shall be at the Contractor's sole expense.

- 6.2.4 Claims and other disputes and matters in question between the Contractor and a separate contractor shall be subject to the provisions of this Contract with respect to entitlement and recoverable costs. If a separate contractor initiates legal or any other proceedings against the Owner on account of any damage alleged to have been solely caused by the Contractor, the Owner shall notify the Contractor, who shall defend and indemnify the Owner in such proceedings solely at its own expense (including, without limitation, attorneys' fees and costs), or at the Owner's option, pay all defense costs of the Owner including attorney's fees and costs, and if any judgment or award against the Owner arises therefrom, the Contractor shall pay or satisfy it and shall reimburse the Owner for all attorneys' fees and court or other costs which the Owner has incurred over and above those paid directly by the Contractor.
- 6.2.5 When separate contracts are performed within overlapping limits of construction, or areas which might result in congestion or interference, each contractor shall conduct its work so as not to interfere with or hinder the progress or completion of the work being performed by separate contractors.
- 6.2.6 Any difference or conflict which may arise between the Contractor and separate contractors shall be referred to the OAR for resolution, unless otherwise stated in the Contract Documents. If the Work of the Contractor is delayed because of any Work, acts, or omissions of any separate contractor, then only an extension of Contract Time sufficient to compensate for the delay, as determined by the OAR, shall be granted to the Contractor as its sole and exclusive remedy. In no event shall the extension of Contract Time exceed the day-for-day period of delay experienced by the Contractor. The Contractor's entitlement to an extension of Contract Time for such delays shall be conditioned upon timely receipt by the OAR of proper written notice from the Contractor of the cause of the delay, indicating what measures, if any, the Contractor has employed to minimize the effect of the delay.
- 6.2.7 The Contractor shall be responsible for controlling all labor employed by it and its Subcontractors for performance of the Work so as to avoid any disruption of or disharmony with other labor being used by separate contractors now or hereafter working on the Owner's property. The Contractor further agrees that this provision will be included in all of its subcontracts.
- 6.3 OWNER'S RIGHT TO CLEAN UP
- 6.3.1 If a dispute arises among the Contractor, separate contractors, and the Owner as to the responsibility under their respective contracts for maintaining the Project site and surrounding area free from waste materials, debris, and rubbish as described in Article 3, the Owner may clean up and allocate the cost among those responsible as the OAR determines, in its sole discretion, to be just.
- 6.4 MULTIPLE CONTRACTS WITH CONTRACTOR SETOFF
- 6.4.1 The Owner and Contractor may enter into more than one contract for the performance of labor or the provision of materials, equipment, or supplies. The Owner shall be entitled to setoff any claims against the Contractor which it may have pursuant to the terms of the Contract Documents against any sums due or claimed to be due to the Contractor from the Owner under any other contract or agreement between the Owner and Contractor.

ARTICLE 7 CHANGES IN THE WORK

7.1 CHANGES

- 7.1.1 Contract Modifications may be made by (1) Change Order ("CO"), (2) Construction Change Directive ("CCD") or (3) Field Change Order ("FCO"). Both COs and CCDs must be approved by the Owner's Construction Committee or the Greater Orlando Aviation Authority Board in accordance with the Owner's Policies. A FCO may be issued by the Owner in accordance with the Owner's Policies.
- 7.1.2 When there is an agreement between the Owner and Contractor to modify the Work, Contract Price, Contract Time, or other Contract terms, a CO or FCO shall be signed by both the Contractor and the Owner.
- 7.1.3 When the Contractor and Owner do not agree to the terms of a proposed CO, the Owner may unilaterally issue a CCD. Once signed by the Owner, CCDs are made part of the Contract and the Contractor has a contractual obligation to complete the Work identified in the CCD.
- 7.1.4 Changes in the Work shall be performed in accordance with the applicable provisions of the Contract Documents.
- 7.1.5 If the FCO, CO, or CCD provides for an adjustment of the Total Contract Price, the amount of the adjustment shall be based upon one of the following methods which shall be selected by the Owner:
1. a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation which data shall include, at a minimum, copies of such books and records of the Contractor and its Subcontractors to verify actual material and equipment costs, labor costs, actual bond premiums, other allowable costs as defined in Article 7, and any estimates, work sheets, quotes, proposals or other data used by the Contractor in estimating the value of the changed Work; or
 2. unit prices stated in the Contract Documents or subsequently agreed upon; or
 3. in a manner otherwise agreed upon by the Owner and the Contractor; or
 4. in accordance with the Force Account provisions of Article 7.5.
- 7.1.6 If unit prices are included in the Contract Documents, the Owner may authorize by FCO, CO, or CCD increases or decreases in quantities of any Work Item without any change in the applicable unit price, provided that the aggregate change does not increase or decrease the aggregate quantity of a Work Item by an amount greater than twenty-five percent (25%). If the aggregate quantity of a Work Item changes (either increases or decreases) by more than twenty-five percent (25%), then the Owner and Contractor shall mutually agree upon an increase, decrease, or no change in the unit price for the Work Item.
- 7.1.7 Contractor shall submit a Request for Change Order (RCO) to the OAR for all proposed Contract Modifications. Each RCO must include a detailed breakdown of all proposed cost changes and the required schedule analysis and information for proposed changes in Contract Time. The RCO shall constitute the Contractor's final proposed change, such that the Owner's acceptance of the RCO by execution of a Contract Modification will provide complete relief, compensation and time, without regard to whether the RCO contains estimates of relief such as, but not limited to, "rough order of magnitude" amounts, approximate schedules, or other documents or conditions. Moreover, when a Contract Modification references RCOs or any other documents submitted by the Contractor, including backup documentation, such documents and references are solely for the purposes of defining the scope of the Work of the Contract Modification; no reservations, limitations, 'boilerplate,' or purported terms or conditions that may be contained in such documents or references are included, unless specifically stated in the Contract Modification. RCOs seeking relief

for circumstances giving rise to a Claim must comply with the requirements of Article 4.

7.1.8 Each RCO shall include the proposed equipment rates for major equipment owned or leased by the Contractor or by its Subcontractors and the proposed labor rates, excluding burden, for all major trades anticipated to be required on the Contract Modification, including those supplied by Subcontractors and Subconsultants. This shall include written confirmation by the Contractor or Subcontractor or Subconsultant, where applicable, that the labor rates reflect actual compensation, excluding those items defined below to comprise labor burden. If the Contractor intends to request a labor burden rate greater than allowed by the Contract Documents, the complete substantiation for this request must also be submitted with the labor rates. The Contractor shall also provide, if requested by the OAR, actual payroll records to support the labor rates. After review and approval by the OAR, these approved labor and Contractor owned and leased equipment rates shall be used on subsequent change orders requiring work by these same trades and equipment. In the event that additional trades or equipment are required for Contract Modifications the Contractor shall provide the same information defined above for these additional trades and equipment to the OAR for approval.

7.1.9 The RCO for a proposed change in contract cost must include a detailed breakdown of the allowable direct costs by Contractor, Subcontractors and Suppliers. The following allowable direct costs include direct labor, labor burden, equipment, material, sales taxes, additional bond costs and other costs further defined as follows:

1. Direct labor is all the labor required to perform the Work. Unless allowed in Article 7.1.9.9, direct labor does not include salaried employees on site, supervision (project manager, design manager, construction manager, project engineer, superintendent) and home office costs, all of which are compensated as part of Contractor's mark-up. Each RCO shall include a complete breakdown for proposed direct labor by position with the proposed number of work hours for each position.
2. Contractor's burden on direct labor costs shall be limited to a maximum of 42% of labor costs for straight time and 30% for overtime, unless the Contractor justifies to the satisfaction of the Owner that the Contractor's actual costs for such items exceed these limits. Labor burden items are the net costs actually incurred by the Contractor for the following items: social security taxes (FICA); unemployment taxes (FUTA, SUTA); worker's compensation, medical, and dental insurance premiums; pension, 401k and other types of retirement benefits and profit sharing plans; and paid time off, if applicable. For union labor, the burden rate shall be the actual amount defined by the union agreement in effect when the change order is negotiated. If the Contractor requests Owner's consideration of a burden rate exceeding these limits, the Contractor shall submit complete documentation of its higher costs to the OAR for approval.

Equipment costs shall comply with the following:

- a. If the equipment is owned or leased by the Contractor or Subcontractor (of any tier), the equipment rates shall not be more than fifty percent (50%) of the properly adjusted rates indicated in the most recent Rental Rate Blue Book by Dataquest Inc. ("Blue Book"), applicable to the date additional work activity was approved, for the period of actual use of such equipment. Maximum rates for equipment not listed in the Blue Book shall be established by capacity comparisons to other listed equipment. No overtime charges shall be made for equipment operating longer than 8 hours per day and only daily or prorated weekly or monthly rates per day shall be allowed depending on the actual rental period. The Contractor's equipment daily rates shall be based on 1/30th of the monthly rates, and hourly rates (not to exceed a total of 8 hours per day) shall be based on 1/176th of the monthly rate. Operating costs, if not included in the Blue Book rates, shall be no greater than fifteen percent (15%) of the rental rate for actual operating hours.

- b. For rental equipment, the Contractor shall provide copies of the rental agreement for each item of equipment required for the Work. Compensation will be made for the anticipated amount of time required for the Work, rounded to the next lowest minimum rental duration (typically per day).
 - c. No payment will be made for repairs or repair down time.
 - d. No payment will be made for the use of hand tools and other small equipment normally available at the Project site, which are compensated by Contractor's mark-up.
- 3. Material cost shall correspond to actual quantities of materials required to complete the Work. Invoices, prorated to these actual quantities, including freight to site, if not transported by trucks paid for otherwise, plus applicable sales tax, shall constitute the only reimbursable materials expenses. Material prices shall be consistent with or under values established by industry guides recording the lowest prices for Central Florida.
 - 4. Actual increases in its performance and payment bond costs for the Project, but only to the extent supported by actual invoices which show the difference in cost resulting from the overall change in Total Contract Price. These additional costs are not included in Change Orders prior to the final Change Order for the Project. Contractor will be compensated for additional bonding costs such as Subguard or other similar bonding services, or for bonding costs for any Subcontractor or Supplier of any tier, but not both.
 - 5. Actual increases in the cost of general liability insurance, but only to the extent supported by actual invoices which show the difference in cost resulting from any increase in insurance limits or other insurance-related requests by the Owner. No payment will be made without this specific documentation.
 - 6. Transportation and living expenses for specialized personnel required to complete the Contract Modification that are based more than fifty (50) miles from the Project site. Costs for transportation by private or rented vehicles shall not exceed the mileage costs established by the U.S. Internal Revenue Service. Public air and ground transportation costs must not exceed coach class fares documented by actual receipts. Living expenses (room and meals) shall not exceed the Per Diem rates established by the U.S. General Services Administration for the location in which the Work is located.
 - 7. In those cases where the Contract Documents allow for compensation related to the extension of Contract Time, the allowable costs are strictly limited to the following:
 - a. Extended general conditions consisting of the cost for Contractor to maintain its site operations for the duration of the delay event;
 - b. Demobilization and re-mobilization of equipment that is required for continuation of the Work after the delay event or reimbursement at the agreed equipment rates as defined above, whichever results in the lowest cost;
 - c. Additional direct costs, if any, as defined above;
 - d. Additional site supervision (project manager, construction manager, project engineer, superintendent) direct labor costs, but only for supervision of any additional Work during the period of extended Contract Time (if no additional Work is performed, compensation for site supervision will not be allowed); and,
 - e. Acceleration costs, but only if agreed to in advance, in writing, by the Owner.
 - 8. In no event, including circumstances in which it is alleged or proven that Owner intentionally interfered with the Contractor's performance of the Work, shall the Contractor be entitled to recover from the Owner, for itself or its Subcontractors, Subconsultants, suppliers, or other parties claiming a right or damage by or through Contractor, any of the following items or damages arising out of or related to this Contract or the breach thereof:
 - a. loss of profits or anticipated profits
 - b. inefficiency or loss of productivity

- c. acceleration costs not specifically agreed to in advance, in writing, by the Owner
- d. home office overhead
- e. any cost that is not specifically allowed by Article 7.1.9 and 7.1.10
- f. indirect, incidental, consequential, or special damages, including but not limited to, loss of bonding capacity, loss of bidding, or loss of business or contracting opportunities, or other impact costs.

7.1.10 RCOs that include a proposed adjustment of Contract Time shall comply with the following:

1. The Contractor's RCO for an adjustment of Contract Time must be substantiated by an analysis of the critical path method schedules in use on the Project. For the delay event, the Contractor must utilize the accepted Progress Schedule with a data date immediately prior to the date that the alleged delay event occurred (or utilize the schedule update with a data date immediately prior to the date that the alleged delay event occurred), and compare the Project critical path to the critical path of the accepted Project schedule with a data date immediately after the date the alleged delay event ended (or the schedule update with a Progress Schedule data date immediately after the date the alleged delay event ended). The comparison of these two accepted project schedules, or schedule updates, must show that the Project completion date was delayed by the delay event and the number of days of delay caused by the delay event.
 - a. If the analysis shows that a delay has occurred to the Project completion date due to the delay event, the Contractor must identify from this analysis the specific critical activities that have been delayed and the magnitude in calendar days of each delay.
 - b. For all delays identified as described above, the Contractor must identify the activities that the Contractor believes were delayed by the Owner and the reasons why it believes the Owner should be considered responsible for the delay. All other delays identified in the analysis will be considered the responsibility of the Contractor. The Contractor must also identify any delays that the Contractor believes are concurrent and describe how the Owner and the Contractor concurrently caused the delay.
 - c. In addition to the requirements set forth above, if abnormal inclement weather conditions are the basis for a request for an adjustment of Contract Time, such Claim shall be documented by National Weather Service data for Orlando International Airport (OIA) substantiating that weather conditions were abnormal for the period of time as compared to the average weather conditions for OIA over the preceding ten (10) years and could not have been reasonably anticipated. For rainfall, fog, or temperature conditions, the calendar month will be used as the period of time over which these effects are evaluated. Adjustments of Contract Time will not be allowed for recorded rainfall, fog, or temperature conditions less than or equal to the monthly ten (10) year historical mean conditions. Significant rainfall accumulations, fog, or temperature conditions recorded above the historical monthly mean may be considered as a basis for a day-for-day adjustment of time due to abnormal inclement weather. No compensation will be allowed for delays resulting from abnormal inclement weather. All Claims for adjustments of time based on weather must be substantiated by showing the adverse effect on critical path construction activities.
2. If the Contractor is delayed in performance of the Work by any act or omission of the Owner, OAR, or by any member, officer, employee, agent, servant, or representative of the Owner or OAR, or by any separate contractor or consultant engaged by the Owner or OAR, or by changes in the Work ordered by the Owner (as reflected in COs, CCDs, or FCOs), or by fire, or any unforeseen cause which the Contractor lacked any ability to control or manage, all of which occurred without any responsibility, fault, or negligence on the part of the Contractor and, in the opinion of the Owner, neither could have been anticipated nor avoided by the Contractor, then the Contract Time shall be extended for an appropriate period of time to compensate the Contractor for the delay, which in no event shall exceed a day-for-day extension for the period

of proven actual delay to the critical path as described above; provided that the Contractor has complied with the notice requirements of Article 4.3 and submitted full documentation supporting the request. Labor disputes involving the Contractor, its Subcontractors, Subconsultants or any other laborers or materialmen performing the Work, shall not be considered to be unforeseeable, unavoidable, or unanticipated. An extension of the Contract Time shall be the Contractor's sole and exclusive remedy for any delay of any kind or nature, except to the extent the delays were solely caused by: (1) material acts or material omissions by the Owner or parties for whom the Owner bears responsibility constituting active interference; or, (2) concealed or unknown conditions as set forth in Article 4.3.5. For these two types of delays, the Contractor may only be entitled to the reasonable actual costs that are caused directly and solely by the delay and allowed for Contract Modifications as set forth in Article 7.1.9.9. The Owner's exercise of any of its rights or remedies, including, without limitation, ordering changes in the Work or suspending, rescheduling or ordering correction of the Work, regardless of the extent or frequency of Owner's exercise of such rights or remedies, shall not be construed as active interference.

3. In no event, including circumstances in which it is alleged or proven that Owner intentionally interfered with the Contractor's performance of the Work, shall the Contractor be entitled to recover from the Owner, for itself or its Subcontractors, Subconsultants, suppliers, or other parties claiming a right or damage by or through Contractor, any of the following items or damages arising out of or related to this Contract or the breach thereof:
 - a. loss of profits or anticipated profits
 - b. inefficiency or loss of productivity
 - c. acceleration costs not specifically agreed to in advance, in writing, by the Owner
 - d. home office overhead
 - e. any cost that is not specifically allowed by Article 7.1.9 and 7.1.10
 - f. indirect, incidental, consequential, or special damages, including but not limited to, loss of bonding capacity, loss of bidding, or loss of business or contracting opportunities, or other impact costs.
- 7.1.11 The Contractor, on behalf of itself and its Subcontractors, Subconsultants and Suppliers, represents that all allowable costs furnished by the Contractor to the Owner for any CO, CCD, FCO, or Force Account Work shall be fair, reasonable, accurate, complete, and current at the time of submission. In addition to any other rights and remedies provided to the Owner by the Contract Documents, the Owner shall have the right to adjust the Total Contract Price to: (1) exclude any amounts by which the Owner determines any CO, CCD, FCO, or Force Account Work was increased due to inaccurate information; and, (2) recover interest on all excess amounts paid to the Contractor at the legal rate of interest. The Contractor and its Subcontractors and Subconsultants shall be required to include these provisions in any Subcontracts entered into for this Project.
- 7.1.12 Mark-up is defined as the amount to be included in the Contract Modification as the Contractor's overhead and profit, and includes all compensation for all costs associated with general conditions, all home office costs, supervision (home office, project managers, design managers, construction managers, project engineers and superintendents and all salaried employees of the Contractor that have been assigned to the Project), cost estimating services, consumables, small tools, layout, coordination, as-built drawings, and all other costs not specifically allowed in Article 7.1.9. No separate payment shall be allowed for any expense that is included in the mark-up.
- 7.1.13 Unless otherwise agreed by the parties, the amount of mark-up shall be determined separately for each work item and is calculated as a percentage of the costs that are specifically allowed in Article 7.1.9. The amount of mark-up shall not exceed the following percentages:

Cost of Work Item	(A) Contractor's Mark-up on Work by Contractor's Own Forces	(B) Contractor's Mark-up on Work Performed by Subcontractors, Subconsultants or Suppliers	(C) First Tier Subcontractors' or Subconsultants' Mark- up on All Work
\$1 to \$25,000	15%	10%	15%
\$25,001 to \$500,000	12%	8%	12%
\$500,001 and above	10%	6%	10%

1. No mark-up is allowed for work items when the change in quantity is within the limits allowed by Article 7.1.6. If, pursuant to Article 7.1.6, it is necessary to revise the unit price, the mark-up included in the revised unit price shall not exceed the limits in the foregoing table.
2. The mark-up payable to the Contractor for administration of Work performed by its own forces shall not exceed the appropriate percentage in Column A. This mark-up does not apply to any Subcontractors, Subconsultants or Suppliers of any tier.
3. The mark-up payable to the Contractor for administration of Work performed by Subcontractors, Subconsultants or Suppliers shall not exceed the appropriate percentage in Column B. This mark-up shall be applied one time only by the Contractor on the total value of Work performed by all Subcontractors and Suppliers of any tier. Distribution of this markup to Subcontractors, Subconsultants and Suppliers, regardless of tier, is the responsibility of the Contractor.
4. The markup allowed for each first tier Subcontractor or Subconsultant shall not exceed the appropriate percentage in Column C. This mark-up shall be applied one time only by each first tier Subcontractor or Subconsultant on the total value of all Work performed by the Subcontractor, Subconsultant and all its lower tier Sub-subcontractors, Sub-subconsultants or suppliers. The first tier Subcontractor or Subconsultant is responsible for distribution of its mark-up among all lower-tier firms. No lower tier Sub-subcontractor or Sub-subconsultant is allowed to mark-up their own work since their mark-up is to be distributed by the first tier Subcontractor or Subconsultant.
5. For deductive changes, the amount of the credit shall be the net amount of the change plus a mark-up to be negotiated between the Owner and the Contractor.
6. There shall be no mark-up allowed on the cost of bonds, insurance, permitting, or transportation and living expenses.

7.2 CHANGE ORDERS (CO)

7.2.1 A CO is a written Contract Modification signed by the Owner and Contractor stating their agreement upon all of the following:

1. a change in the Work or the Contract Documents; and
2. the amount of the adjustment in the Total Contract Price, if any; and
3. the extent of the adjustment in the Contract Time, if any.

7.2.2 Provided the Contractor executes the CO, the Owner may issue a CO Notice to Proceed in accordance with the Owner's Policies. The CO Notice to Proceed authorizes the CO Work pending

the Owner's execution of the CO.

7.3 CONSTRUCTION CHANGE DIRECTIVES (CCD)

- 7.3.1 A CCD is a written order prepared and signed by the Owner directing a change in the Work or stating a proposed basis for adjustment, if any, in the Total Contract Price or Contract Time, or both. The Owner may, by CCD, without invalidating the Contract, order changes in the Work within the general scope of the Contract which the Contractor is required to complete, consisting of additions, deletions or other revisions, the Total Contract Price or Contract Time being adjusted accordingly.
- 7.3.2 A CCD shall be used in the absence of total agreement on the terms of a CO.
- 7.3.3 If the CCD provides for an adjustment of the Total Contract Price, the amount of the adjustment shall be based upon the Force Account provisions set forth below or the Owner's best estimate of the actual cost of the Work. Under no circumstances shall the Contractor be entitled to any time or money for the Work provided by the CCD in excess of that which is otherwise allowable for RCOs.
- 7.3.4 Upon receipt of an Owner-executed CCD, the Contractor shall promptly proceed with the change involved and advise the OAR in writing of the Contractor's agreement or disagreement with the method, if any, provided in the CCD for determining the proposed adjustment in the Total Contract Price or Contract Time.
- 7.3.5 The Owner shall pay the Contractor for reasonable costs of the actual work performed by the Contractor on the basis of the CCD, pending final resolution of the changes in Total Contract Price and Contract Time. Any payments or adjustment hereunder, made in the Owner's discretion, shall not constitute an admission by the Owner of liability for those payments or adjustment and shall not constitute a waiver of any of the Owner's or Contractor's rights under the Contract Documents.

7.4 FIELD CHANGE ORDERS (FCO)

- 7.4.1 A FCO may be issued in accordance with the Owner's Policies, and is a written contract modification signed by the Owner and Contractor stating their agreement upon all of the following:
1. A change in the Work or the Contract Documents; and
 2. The method intended for and the estimated amount of the adjustment in the Total Contract Price and Contract Time, if any.
- 7.4.2 A fully executed FCO authorizes the Contractor to immediately proceed with the changed Work. FCOs shall be incorporated into the Contract by appropriate CO or CCD.

7.5 FORCE ACCOUNT WORK

- 7.5.1 When a Contract Modification authorizes Force Account work, Contractor shall be compensated for the Force Account Work on the basis of actual time, material and equipment used, subject to the limits allowed by Article 7.1.9. All such Force Account charges shall be documented daily by the Contractor and signed off by the OAR. The Contractor bears the responsibility for obtaining the OAR's daily approval of all allowable Force Account charges, as further described below. The Contractor shall not be paid for Force Account charges that were not timely approved by the OAR

or for claims arising from unapproved charges. The Contractor shall provide the following documentation for all Force Account Work, including but not limited to:

1. Time sheets, which shall be approved daily by the OAR (or other Owner authorized site representative, designated for this purpose) for the actual hours spent for manpower and equipment listed.
2. Labor cost accounting records that evidence the net direct cost of the Contractor's labor and foremen while directly performing the Force Account Work activity, but excluding any costs associated with any of the Contractor's superintendents, project engineers, construction managers, project managers and other supervisory personnel.
3. Equipment cost accounting records that evidence the cost of both rented equipment and the Contractor's equipment used specifically for the Force Account Work activity.
4. Material cost accounting records that evidence the net costs of materials for the Force Account Work activity.

7.5.2 Within seven (7) days of the completion of the Force Account Work, the Contractor shall compile and submit to the OAR a Force Account RCO that contains the backup documentation for each element of the Force Account Work. A Force Account RCO shall set forth all impacts associated with the Force Account Work, and shall comply with Article 7. The Contractor's final mark-up for overhead and profit shall be determined according to the cumulative cost of the Force Account Work in accordance with Article 7.1.13.

7.5.3 The Contractor specifically agrees that no Claims shall be asserted against the Owner for such Force Account Work. If the Project includes multiple changes that are to be paid by Force Account, each Force Account Claim shall be documented and processed separately.

7.5.4 Upon verification of the Force Account RCO, the OAR will prepare a CO for the Force Account Work.

7.6 MINOR CHANGES IN THE WORK

7.6.1 A minor change in the Work may be issued by the OAR when there is no cost for the change and when no adjustment to the Contract Time will be made. A minor change may be issued as a Designer's Supplemental Instruction, as a written response to a Request for Information, or in any other manner that the OAR deems appropriate.

ARTICLE 8 TIME

8.1 PROGRESS AND COMPLETION

8.1.1 The date of commencement of the Work is the effective date of the Notice To Proceed (NTP). The date shall not be postponed by the Contractor's failure to act or by such failures of persons or entities for which the Contractor is responsible. Time limits stated in the Contract Documents are of the essence of the Contract. The Contractor, by executing the Agreement, confirms that the Contract Time is a reasonable period for performing the Work.

8.1.2 The Contractor shall not commence operations for the Work on the Owner's property prior to the effective date of a NTP and prior to the effective date of the Contractor's compliance with Article 11.

- 8.1.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion and Final Completion within the time frames established by the Contract Documents.

8.2 DELAYS AND EXTENSIONS OF TIME

- 8.2.1 The Contract Time shall be adjusted only by CO, CCD, or FCO in accordance with the limitations of the Owner's Policies.
- 8.2.2 RCOs and Claims relating to Contract Time shall be made in accordance with applicable provisions of Article 4.3 and Article 7.
- 8.2.3 If any portion of the Work remains uncompleted after the expiration of the Contract Time, as adjusted by Contract Modifications, if any, the Owner will incur substantial injury, including loss of use of facilities and inconvenience to the public. Damages arising from such injuries cannot be calculated with any degree of certainty. It is agreed that if Substantial or Final Completion is not achieved within the established Contract Time as adjusted by Contract Modifications, if any, the Contractor and the Contractor's Surety shall be liable to the Owner for Liquidated Damages as identified in the Instructions to Proposers. Allowing the Contractor to finish the Work after the expiration of the Contract Time established by the Contract Documents shall in no way operate as a waiver by the Owner of any of its rights under this Contract or allowed by law.
- 8.2.4 The Work under this Contract is only a part of the Owner's construction program. As a result, Work under this Contract may be required to be completed by certain milestone dates set forth in the Contract Documents ("milestone dates") in order to interface with the work on other components of the Owner's construction program. The schedule for the Owner's construction program or the specification of milestone dates is not intended to take the place of complete Work scheduling by the Contractor, but is provided to show certain critical milestone dates for various phases of the Work on which the Contractor's Baseline Schedule or Progress Schedules must be based. There shall be no changes in the milestone dates, except by CO, FCO or CCD. In the event that the Contractor fails to complete any required portions of the Work by the milestone dates, the Contractor and its Surety (for the avoidance of doubt, reference to obligation of the Surety, in addition to that of the Contractor, whether in this, or any other, provision of this Contract, shall not be read to limit the obligations of the Surety in any instance where it is not expressly referenced) shall be liable to the Owner for the Liquidated Damages identified in the Instructions to Proposers. In the event that the Contractor completes any required portions of the Work ahead of the milestone dates or is precluded from doing so by acts of the Owner or third parties, the Contractor shall not be entitled to damages against the Owner for completing or failing to complete the Work earlier.
- 8.2.5 The Contractor shall cooperate with the OAR in order to maintain the progress of the Work in accordance with the Contractor's current accepted schedule and Contract Time requirements. In addition to the requirements of Article 3.9.3 regarding Progress Schedule updates, if the Owner or OAR determines that the Contractor is failing to maintain the progress of the Work, through no fault of the Owner, the Contractor must, within seventy-two (72) hours of written request of the OAR, submit a written response detailing the Contractor's plan of action to recover lost time in order to maintain the progress of the Work in accordance with the Contractor's current accepted schedule or Contract Time requirements. In such event, the Contractor shall comply with the OAR's written orders to take whatever steps are necessary to recover lost time and maintain the progress of the Work. These steps may include, but are not limited to, re-sequencing the Work activities; increasing the number of Contractor's shifts, workforce, supervision, work days, overtime operations, equipment resources; or expediting delivery of materials or equipment. Regardless of the manner in which the schedule is recovered, the Contractor shall not be entitled to additional compensation,

such as for acceleration, for actions that relate to the recovery of the schedule.

8.2.6 In addition to other remedies available to the Owner, if the Contractor fails to maintain the progress of the Work in accordance with the Contractor's current accepted schedule or Contract Time requirements, the Owner may, in its sole discretion, upon seven (7) days written notice to the Contractor and its Surety, order the Contractor to suspend or cease all or a portion of the Work and the Owner may demand that the Contractor's Surety prosecute all or a portion of the Work in accordance with the Contract Documents. Failure of the Surety to so perform within seven (7) days of receipt of such notice shall be grounds for the Owner to prosecute the Work at Surety's and Contractor's expense. The right of the Owner to issue notice under this Article 8.2.6 to insist on prosecution of the Work by the Contractor's surety, and for Owner to prosecute the Work itself shall not give rise to any duty on the part of the Owner to exercise those, or any other, rights for the Contractor, the Surety, or any other person or entity.

8.3 FORCE MAJEURE

8.3.1 A "Force Majeure" event is an event that (i) in fact causes a delay in the performance of the Contractor's obligations under the Contract Documents, and (ii) is beyond the reasonable control of the Contractor, and (iii) is not due to any error, omission, negligence, or intentional act, of the Contractor or its subcontractors, and (iv) could not have reasonably been foreseen and prepared for by the Contractor at any time prior to the occurrence of the event. Subject to the foregoing criteria, Force Majeure may include events such as war, civil insurrection, riot, fires, epidemics, sabotage, explosions, embargo restrictions, quarantine restrictions not in place at the time this Contract is executed, acts or failures to act on the part of governmental authorities including changes in the law and court orders, strikes, floods, strong hurricanes or tornadoes, earthquakes, or other acts of God which prevent performance. Force Majeure shall not include technological impossibility, failure of equipment, labor or materials supplied by the Contractor, delays related to the COVID-19 pandemic, receipt of and incorporation of defective materials into the Work, failure of suppliers to deliver equipment and materials except where such failure is itself the result of a Force Majeure event, failure of the Contractor to secure the required permits for prosecution of the Work, or other abnormal inclement weather.

8.3.2 If the Contractor's performance of its obligations is prevented or delayed by an event believed by the Contractor to be Force Majeure, the Contractor shall immediately upon learning of the occurrence of the event or of the commencement of any such delay, but in no case no less than three (3) days thereafter, give to Authority written Notice (i) of the occurrence of the delay, (ii) of the nature of the event and the cause thereof, (iii) of the anticipated impact on the Work, (iv) of the anticipated period of the delay, and (v) of what course of action the Contractor plans to take in order to mitigate the detrimental effects of the event. The Contractor's timely delivery to Authority of the Notice of the occurrence of a Force Majeure event is a condition precedent to allowance of an extension of time as a Force Majeure event; however, receipt of such Notice by Authority shall not constitute acceptance that the event claimed to be a Force Majeure event is in fact Force Majeure. The burden of proof of the occurrence of a Force Majeure event shall be on the Contractor. Failure to give such Notice promptly and within such time limit may be deemed sufficient reason for denial by Authority of any extension of time.

8.3.3 If in the opinion of the Authority the event was a Force Majeure event, the Contractor shall be entitled to such extension of time for completing the Project as, in the opinion of Authority, is reasonable and equitable. In determining whether any such extension shall be granted and in determining the length of such extension, the Authority may take into consideration any omissions or alterations in the Work or equipment, materials and apparatus required by the Contract Documents whereby, in its opinion, the time necessary for completion has been reduced.

8.3.4 The suspension of the Contractor's performance due to a Force Majeure event shall be of no greater scope and no longer duration than is required. The Contractor shall use its reasonable best efforts to continue to perform its obligations hereunder to the extent such obligations are not affected or are only partially affected by the Force Majeure event, and to correct or cure the event or condition excusing performance and otherwise to remedy its inability to perform to the extent its inability to perform is the direct result of the Force Majeure event.

8.3.5 The Contractor's obligations that arose before the occurrence of a Force Majeure event causing the suspension of performance shall not be excused as a result of such occurrence unless such occurrence makes such performance not reasonably possible. The obligation to pay money in a timely manner for obligations and liabilities which matured prior to the occurrence of a Force Majeure event shall not be subject to the Force Majeure provisions.

8.3.6 Any extension of the Contract Time based on an acknowledged Force Majeure event will depend upon the extent to which the delay affects the schedule and will only extend the scheduled dates for the items of the Work so delayed. Scheduled dates for other portions of the Work not so delayed will remain unchanged. Delays due to Force Majeure events which do not affect the Critical Path of the schedule will not entitle the Contractor to an extension of the Substantial Completion Date. Any claims for extension of time resulting from a Force Majeure event shall be handled in accordance with the other requirements of Article 7. The Contractor's sole remedy for the occurrence of a Force Majeure event shall be an extension of Contract Time for the activities on the schedule that are directly delayed by the Force Majeure event.

8.4 NO EXCUSE BONUS AND WAIVER OF CONTRACTOR CLAIMS

The Owner will pay the Contractor a "No Excuse Bonus" in the amount of **\$10,000** per calendar day, up to a maximum amount of **\$900,000**, for every calendar day that the Work for **Schedule A** is completed in accordance with the Contract Documents, as determined by the DCC, OAR and Owner, before the date proposed in the Contractor's Technical Proposal ("No Excuse Bonus" Completion Date), subject to the conditions precedent set forth below. For purposes of the calculation and the determination of entitlement to the "No Excuse Bonus" stated above, the "No Excuse Bonus" Completion Date will not be adjusted for any reason, cause or circumstance whatsoever, regardless of fault, save and except in the instance of a catastrophic event (i.e., hurricane or a declared state of emergency).

The parties anticipate that delays may be caused by or arise from any number of events during the course of the Contract, including, but not limited to, work performed, work deleted, change orders, supplemental agreements, delays, disruptions, differing site conditions, utility conflicts, design changes or defects, time extensions, extra work, permitting issues, actions of suppliers, subcontractors or other contractors, actions by third parties, shop drawing approval process delays, weather, weekends, holidays, suspensions of Contractor's operations, or other such events, forces or factors sometimes experienced in construction work. Such delays or events and their potential impacts on performance by the Contractor are specifically contemplated and acknowledged by the parties in entering into this Contract, and shall not extend the "No Excuse Bonus" Completion Date set forth above. Further, any and all costs or impacts whatsoever incurred by the Contractor in accelerating the Contractor's work to overcome or absorb such delays or events in an effort to complete the Work for Schedule A by the "No Excuse Bonus" Completion Date, regardless of whether the Contractor successfully does so or not, shall be the sole responsibility of the Contractor in every instance.

In the event of a catastrophic event (i.e., hurricane or a declared state of emergency) directly and substantially affecting the Contractor's operations on the Contract, the Contractor and the Owner shall agree as to the number of calendar days to extend the "No Excuse Bonus" Completion Date. In the event the Contractor and Owner are unable to agree to the number of calendar days to extend the "No Excuse Bonus" Completion Date, the Owner shall unilaterally determine the number of calendar days to extend the "No Excuse Bonus" Completion Date reasonably necessary and due solely to such catastrophic event and the Contractor shall have no right whatsoever to contest such determination, save and except that the Contractor establishes that the number of calendar days determined by the Owner were arbitrary or without any reasonable basis.

The Contractor shall have no rights under the Contract to make any claim arising out of this "No Excuse Bonus" provision except as is expressly set forth in this Article.

As conditions precedent to the Contractor's entitlement to any "No Excuse Bonus" the Contractor must:

(1) Fully complete the Work for Schedule A to the point that there is absolutely no impediment to the Owner operating the space for public use as intended and obtain final acceptance of the Work by the DCC, OAR and Owner, on or before the "No Excuse Bonus" Completion Date, and

(2) The Contractor shall notify the Owner in writing, within 30 days of the final acceptance of the Work by the DCC, OAR and Owner, that the Contractor elects to be paid the "No Excuse Bonus" which the Contractor is eligible to be paid based on the actual final acceptance date, and such written notice shall constitute a full and complete waiver, release and acknowledgment of satisfaction by the Contractor of any and all claims, causes of action, issues, demands, disputes, matters or controversies, of any nature or kind whatsoever, known or unknown, against the Owner, its employees, officers, agents, representatives, consultants, and their respective employees, officers and representatives, the Contractor has or may have as to work performed, work deleted, change orders, supplemental agreements, delays, disruptions, differing site conditions, utility conflicts, design changes or defects, time extensions, extra work, permitting issues, actions of suppliers or subcontractors or other Contractors, actions by third parties, shop drawing approval process delays, weather, weekends, holidays, suspensions of Contractor's operations, extended or unabsorbed home office or job site overhead, lump sum maintenance of traffic adjustments, lost profits, prime mark-up on subcontractor work, acceleration costs, any and all direct and indirect costs, any other adverse impacts, events, conditions, circumstances or potential damages, on or pertaining to, or as to or arising out of the Contract. This waiver, release and acknowledgment of satisfaction shall be all-inclusive and absolute.

Should the Contractor fail to fully complete the Work for Schedule A and obtain final acceptance by the DCC, OAR and Owner, on or before the "No Excuse Bonus" Completion Date, or should the Contractor, having done so, fail to timely request the "No Excuse Bonus" for any reason, and including but not limited to the Contractor choosing not to fully waive, release and acknowledge satisfaction as set forth in (2) above, the Contractor shall have no right to any payment whatsoever under this Article.

In the event the Contractor elects to exercise the "No Excuse Bonus Payment" provision, should this provision conflict with any other provision of the Contract, the Contract shall be interpreted in accordance with this provision.

ARTICLE 9 PAYMENTS AND COMPLETION

9.1 TOTAL CONTRACT PRICE

9.1.1 The Total Contract Price is the amount stated in the Contract plus any adjustments included in a Contract Modification and is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

9.2 SCHEDULE OF VALUES

9.2.1 Before the first Application and Certificate for Payment, Contractor shall submit a Schedule of Values to the OAR for review and approval. For unit price contracts, where all Work is broken out into separate unit price items in the Proposal, the Schedule of Values may be submitted as the Proposal Form. For lump sum contracts, including those which contain unit prices for certain portions of the Work, the Contractor shall submit a Schedule of Values which allocates costs to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy and reasonableness (in relationship to actual costs) as the Owner and OAR may require. The Schedule of Values shall be prepared in such a manner that each major item of Work and each subcontracted item of Work is shown as a separate line item on the Owner's form of AIA Document G702, Application and Certificate for Payment, Continuation Sheet, or other form acceptable to the Owner.

9.2.2 The Contractor's Schedule of Values must contain a separate line item for General Conditions which are defined as general overhead and administrative charges for onsite personnel, office space, and other costs included in the definition of mark-up in Article 7. The total amount for General Conditions must be reasonable in relationship to the Work and approved by the Owner and OAR. Payment for General Conditions shall be prorated according to the work-in-place (excluding stored materials) reported in the approved Application for Payment.

9.2.3 The Contractor's Schedule of Values must contain separate line items for the design effort divided up per design submittal and a separate line item for preparation of the record documents as required in Section 01 29 73.

9.3 APPLICATION AND CERTIFICATE FOR PAYMENT

9.3.1 The Contractor shall submit to the OAR two (2) originals of the Application and Certificate for Payment for Work completed in accordance with the approved Schedule of Values or unit price schedule. Each Application and Certificate for Payment shall be submitted no later than the 5th of the month for all Work completed the prior month. Each Application and Certificate for Payment shall include only Work completed and/or costs incurred through the submission date of the Application and Certificate for Payment, but not previously invoiced. No payment will be made for Work not yet completed. Each Application and Certificate for Payment must clearly identify the submission date (a/k/a the "period ending date"). Each Application and Certificate for Payment shall be notarized and supported by such data required by the Contract Documents substantiating the

Contractor's right to payment (such as copies of requisitions from Subcontractors, Subconsultants and material Suppliers) and reflecting the amount of retainage in accordance with Article 9.5.2, unless otherwise provided in the Contract Documents or agreed to, in writing, by the Owner at its sole discretion. The OAR shall be deemed the Authority's agent for purposes of Chapter 718, Florida Statutes. If an OAR is not assigned to this Project, the Owner's agent or employee responsible for receiving and processing payment applications will be identified, in writing.

9.3.2 Each Application and Certificate for Payment shall contain unmodified Certifications stating the following:

"Contractor hereby certifies that, except as indicated on the attached documents, there are no Claims of Contractor, its Subcontractors, Subconsultants or Suppliers as of the date of this Application and Certificate for Payment that have not been completely resolved, that the Contractor has no knowledge of any unsolved Claims by Subcontractors, Subconsultants or Suppliers, that all Subcontractors, Subconsultants and Suppliers have been paid to date from funds received for previous Applications for Payment, that there is no known basis for the filing of any Claim on the Work and Contractor, and upon receipt of funds due in this Application and Certificate for Payment, hereby releases the Owner from any claims arising from the Work, except for retainage. Contractor further certifies that the amounts contained in the Application and Certificate for Payment have been verified and are correct."

9.3.3 The Contractor warrants that title to all Work covered by an Application and Certificate for Payment will pass to the Owner no later than the time of payment on such Application and Certificate for Payment by the Owner to the Contractor. The Contractor further warrants that, upon submission of an Application and Certificate for Payment, all Work for which previous Applications and Certificates for Payment have been certified by the OAR and all Work for which payments have been received from the Owner shall be free and clear of liens, claims, security interests, or encumbrances in favor of the Contractor, Subcontractors, Subconsultants, material Suppliers, or other persons or entities making a claim by reason of having provided labor, materials, and equipment relating to the Work. Upon request by the Owner, the Contractor shall submit waivers of lien/bond rights and other documentation from Subcontractors, Subconsultants and Suppliers to evidence the status of payments.

9.3.4 Applications and Certificates for Payment may not include requests for payment of amounts the Contractor does not intend to pay to a Subcontractor, Subconsultant or material Supplier because of a dispute or other reason.

9.3.5 Applications and Certificates for Payment may include requests for payment on account of changes in the Work which have been included in fully executed CCDs, FCOs and properly authorized COs that have been executed by the Contractor.

9.3.6 The failure to comply with the requirements of this Article may result in the withholding of approval of the Application and Certificate for Payment until compliance is achieved.

9.3.7 Within fifteen (15) business days after the OAR's receipt of the Contractor's Application and Certificate for Payment, the Owner and OAR shall either: (1) approve the Application and Certificate for Payment by signing the Application and Certificate for Payment in the appropriate places; or, (2) the OAR shall notify the Contractor in writing of reasons for withholding approval, in whole or in part, and the action necessary to make Application and Certificate for Payment acceptable.

9.3.8 The OAR may withhold approval, in whole or in part, to the extent reasonably necessary to protect the Owner, if the OAR cannot certify that the Work has progressed to the point indicated and that

the quality of the Work is not in accordance with the Contract Documents, or reasonably inferable therefrom. In addition, notwithstanding anything to the contrary contained in the Contract Documents, the Owner may withhold any payment to the Contractor, if, and for so long as, a good faith dispute exists, which may include the Contractor's failure to perform any of its obligations hereunder; the Owner's assessment of Liquidated Damages; the Contractor's default under any of the Contract Documents; or if there is reasonable evidence indicating that the Work will not be completed within the Contract Time, as may be adjusted by Contract Modifications, and the unpaid balance would be insufficient to cover the anticipated Liquidated Damages; provided, however, that any such holdback shall be limited to an amount sufficient in the reasonable opinion of the Owner to cure any such default or failure of performance by the Contractor. The OAR may also withhold approval, in whole or in part, to the extent reasonably necessary to pay any expense or cost, or remedy any injury incurred by Owner arising out of any default or neglect by Contractor, or otherwise attributable to the Contractor ("Backcharge"). Any such Backcharge (after processing an appropriate Change Order, Construction Change Directive, or other appropriate process determined by Owner) may be deducted by Owner from payments then or thereafter due the Contractor, or from the final payment otherwise due the Contractor. In addition, if the Owner or OAR subsequently discovers that an Application and Certificate for Payment was improperly paid, the Owner or OAR may withhold payment on any future Applications and Certificates for Payment, in whole or in part, to the extent necessary to recover the funds improperly paid. If the Owner determines that the reasons for withholding payment no longer exist, the Owner will so notify the Contractor and will make payment for the amount of the holdback within ten (10) business days.

- 9.3.9 Upon notification that an Application and Certificate for Payment is not approved, the Contractor and the OAR shall conduct discussions to determine whether a revised Application and Certificate for Payment can be agreed upon. If no agreement is reached within ten (10) business days after notification, the OAR or Owner will adjust the original Application and certificate for Payment to delete the disputed amounts and will then approve payment for the undisputed amount and send a copy of the adjusted Application and Certificate for Payment to the Contractor. If an agreement can be reached on the disputed portions of the Application and Certificate for Payment within ten (10) days, the Contractor will submit a revised and signed Application and Certificate for Payment for the agreed amount, if any, to the OAR and Owner for approval. Payment will be made within ten (10) business days after the Owner's approval of the revised Application and Certificate for Payment.
- 9.3.10 Neither the OAR's nor the Owner's signature on the Application and Certificate for Payment constitutes approval and acceptance of the Work.
- 9.3.11 At all times during the processing of an Application and Certificate for Payment, including resolution of any related disputes, the Contractor shall continue to expeditiously prosecute the Work.
- 9.3.12 Concurrent with the Contractor's submission of an Application and Certificate for Payment, the Contractor shall submit an updated Progress Schedule, prepared in accordance with the Contract Documents, and make available for review and inspection by the Owner or OAR an updated version of the As-built Drawings, prepared in accordance with the Contract Documents, reflecting all items of Work for which the Contractor is seeking payment. Failure to have the updated As-built Drawings available for review or to reflect items of Work on the updated As-built Drawings for which payment is sought may result in the Owner's withholding payment or partial payment from the Contractor until such time as properly updated As-built Drawings are prepared.

9.4 STORED MATERIALS

- 9.4.1 At the Owner's sole discretion, payment may be made for the net cost of materials and equipment delivered and suitably stored at a location approved by Owner, in its sole discretion, for subsequent incorporation in the Work. In order for stored material to qualify for early payment hereunder, the value of the materials must exceed Ten-Thousand Dollars (\$10,000) and the stored material must not be scheduled to be incorporated into the Work within sixty (60) days, unless otherwise allowed by Owner. Payment for such stored items shall not relieve the Contractor of its obligations to furnish and install the items in accordance with the Contract Documents. Payment for such stored items shall be conditioned upon the following information and documentation being obtained by Contractor and provided to Owner:
1. Inventory schedule detailing the specific type of stored materials for which payment is requested, including but not limited to, quantities, types and sizes;
 2. Invoices evidencing the costs of such stored materials, attached as back-up documentation to the Application for Payment under which payment for stored materials is sought;
 3. A bill of sale, invoice, or other documentation evidencing that the Owner has received the stored items free and clear of all claims and liens. This evidence shall be submitted to the Owner in Contractor's Application and Certificate for Payment; Failure to comply with this requirement may result in the Owner withholding payment until the evidence is furnished;
 4. A consent of surety for the Owner's payment for such stored items which must be included with Contractor's Application and Certificate for Payment;
 5. A certificate of insurance evidencing that stored materials not located on the Owner's property, are insured for the full replacement value of the stored materials for which payment is requested. Failure of the Contractor to obtain and maintain insurance coverages required herein shall give rise to a breach of this Contract, thereby allowing Owner all recourse permitted by law, including recovery under the payment and performance bonds posted for this Project.
- 9.4.2 Contractor agrees to separately mark and identify the stored materials with the Project name and name of the Contractor. All such stored materials shall be made available for OAR's periodic inspections. Contractor shall be responsible for all loss or damage to such stored materials arising from theft, malicious mischief or vandalism until Substantial Completion is achieved. Contractor assumes all risk of transit with respect to such stored materials.
- 9.4.3 If so requested by the Owner, the Contractor shall submit, within thirty (30) days after the date of commencement of the Work and thereafter as the Owner requires, material delivery schedules for each category or subcontract for which Application and Certificate for Payment for stored materials will be made. These material delivery schedules shall include items, quantities, value or unit prices with extensions, and the month in which an Application and Certificate for Payment with respect thereto is expected to occur. Schedules shall be updated on a monthly basis and submitted as an attachment to the Contractor's Application and Certificate for Payment. The Owner has no obligation to pay the Contractor if the updated monthly schedule is not provided.
- 9.4.4 The Contractor warrants that title to all Work covered by an Application and Certificate for Payment will pass to the Owner no later than the time of payment on such Application and Certificate for Payment by the Owner to the Contractor. The Contractor shall be responsible for adequately securing and protecting all materials and equipment stored on the Owner's property, including, but not limited to, adequately securing and protecting from weather damage, theft, malicious mischief, and vandalism, regardless of whether such materials or equipment have been paid for pursuant this Article 9.4. The Contractor further warrants that, upon submission of an Application and Certificate for Payment, all Work for which Applications and Certificates for Payment have been previously issued and all Work for which payments have been received from the Owner shall be free and clear of liens, claims, security interests, or encumbrances in favor of the Contractor, Subcontractors, Subconsultants, material Suppliers, or other persons or entities making a claim by reason of having provided labor, materials, and equipment relating to the Work.

9.5 PROGRESS PAYMENTS AND RETAINAGE

9.5.1 The Owner shall make payment to the Contractor of the amount specified in the approved Application for Payment (which shall provide for all applicable retentions, including, but not limited to the proper amount of retainage on all progress payments as provided for in the following paragraph), within twenty-five (25) business days from the date that the payment application is stamped as received by the OAR. If the payment has not been made within that time, Contractor may deliver an overdue notice to the Owner. Within four (4) business days after receipt of the overdue notice, either payment shall be made or the OAR shall notify the Contractor in writing that the approval of the Application for Payment has been withdrawn. Otherwise, in accordance with Section 218.735(1)(a), the payment request shall be deemed accepted, except for any portion of the request that is fraudulent or misleading. Payment by the Owner shall not constitute approval or acceptance of any item of cost in the Application for Payment. No partial payment made hereunder shall be or be construed to be final acceptance or approval of that portion of the Work to which such partial payment relates or relieve the Contractor of any of its obligations hereunder.

9.5.2 Retainage

1. The Owner may withhold up to five percent (5%) of the payment certified as due to the Contractor as retainage.
2. After achieving Substantial Completion, the Contractor may request payment for the retainage; provided, however, the Owner shall continue to retain an amount equal to the estimated cost of completion of the punch list, in addition to any anticipated Backcharges, anticipated Liquidated Damages, and any other changes to the Work, as deemed necessary by the Owner at its sole discretion.
3. The OAR may withhold approval of the Application and Certificate for Payment for the release of the retainage, if there is a good faith dispute, claim, or demand that exceeds the amount being withheld, as long as it complies with the notice requirement contained in Article 9.3.
4. The Contractor shall pay amounts withheld for retainage to each Subcontractor within 10 business days after the Subcontractor's work is satisfactorily completed, regardless of whether the retainage has been paid to the Contractor. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Owner. This requirement applies to both DBE and non-DBE Subcontractors.
5. At any time the Contractor may request payment from Owner for Subcontractor's or Subconsultant's retainage. At the time such retainage is requested, Contractor must provide Owner with a Final Release Form from each Subcontractor for which retainage payments are requested. Any early reduction of a portion of retainage shall have no effect on Contractor's warranty and other obligations that are preliminary to Substantial Completion or Final Completion. Contractor shall remain liable to Owner for all items of Work in accordance with the Contract Documents notwithstanding any early release of Contractor's retainage.

9.5.3 Subcontractor Payments

1. The Contractor shall pay each Subcontractor, Subconsultant and Supplier, within ten (10) days following receipt of payment from the Owner, out of the amount paid to the Contractor on account of each Subcontractor's, Subconsultant's and Supplier's portion of the Work, the amount to which each Subcontractor, Subconsultant and Supplier is entitled, subject to

- amounts actually retained from payments to the Contractor on account of each Subcontractor's, Subconsultant's and Supplier's portion of the Work.
2. The Contractor shall, by appropriate agreement with each Subcontractor, Subconsultant and Supplier require each Subcontractor, Subconsultant and Supplier to make payments to Sub-subcontractors and Sub-subconsultant's within seven (7) days after receipt of payment from the Subcontractor and Subconsultant.
 3. Neither Owner, OAR nor DCC shall have any obligation to pay or cause the payment of money to a Subcontractor, Subconsultant or Supplier for Work on the Project. If required by the Owner, within fifteen (15) business days of receipt of payment from the Owner, the Contractor shall send to the Owner copies of checks paid for all items of the Contractor's costs listed in the Application and Certificate for Payment that were not paid prior to the date on which the Application and Certificate for Payment was submitted.
 4. If the Contractor fails to pay a Subcontractor, Subconsultant or Supplier within ten (10) days of receipt of funds from the Owner, then the Owner may, at its option, following a request from the unpaid Subcontractor, Subconsultant or Supplier, pay such Subcontractor, Subconsultant or Supplier the applicable sums paid the Contractor on account of the Subcontractor's or Subconsultant's work or Supplier's materials, and deduct such sums from any monies due the Contractor in the future unless the Contractor can furnish information satisfactory to the Owner that the payment should not be made and Contractor is actively taking steps to resolve a dispute, if applicable. The Owner may, but is under no obligation to, communicate with a Subcontractor, Subconsultant or Supplier in attempts to resolve allegations of delayed payments. The Owner's options in this Article 9.5.3 are in addition to any other rights set forth in the Contract.

9.5.4 DBE Sub-subcontractor and Sub-subconsultant Payments

1. If any Subcontractor or Subconsultant fails to pay any DBE Sub-subcontractor or Sub-subconsultant within seven (7) days of receipt of funds from the Contractor, then the Owner may, at its option, following a request from the unpaid DBE Sub-subcontractor or Sub-subconsultant, pay such DBE Sub-subcontractor or Sub-subconsultant, the applicable sums paid the Contractor on account of the Sub-subcontractor's or Sub-subconsultant's work, and deduct such sums from any monies due the Contractor in the future unless the Contractor can furnish information satisfactory to the Owner that the payment should not be made and Contractor is actively taking steps to resolve a dispute, if applicable. The Owner's options in this Article 9.5.4 are in addition to any other rights set forth in the Contract.
2. Upon satisfactory completion of each DBE Sub-subcontractor's or Sub-subconsultant's work, the Contractor shall, by appropriate agreement with each Subcontractor or Subconsultant, require each Subcontractor and Subconsultant to pay each DBE Sub-subcontractor's or Sub-subconsultant's retainage within seven (7) days after payment from the Contractor is received.
3. At any time, the Contractor may request payment from Owner on behalf of any Subcontractor or Subconsultant for any DBE Sub-subcontractor's or Sub-subconsultant's retainage. At the time such retainage is requested, Contractor must provide Owner with a Final Release Form from the DBE Sub-subcontractor or Sub-subconsultant for which retainage payments are requested. Any early reduction of a portion of retainage shall have no effect on Contractor's warranty and other obligations that are preliminary to Substantial Completion or Final Completion. Contractor shall remain liable to Owner for all items of Work in accordance with the Contract Documents notwithstanding any early release of Contractor's retainage.
4. Neither the Owner, OAR nor DCC shall have any obligation to pay or to assure the payment of money to a Subcontractor or Subconsultant for Work on the Project. The Owner may, however, demand sworn statements of accounts from Subcontractors, Subconsultants or Suppliers and, at the Owner's sole discretion, pay Subcontractors, Subconsultants or Suppliers by joint checks or directly for those amounts agreed by the Contractor as due and owing. In such event, the

Contractor agrees any such payments shall be treated as a direct payment to the Contractor's account.

5. Contractor shall include in all subcontracts language providing that Contractor and Subcontractor and Subconsultant will resolve payment disputes by alternative dispute resolution mechanisms. Contractor shall promptly take the initiative to commence such resolution process if Contractor has withheld a payment to a Subcontractor or Subconsultant for cause that is disputed by Subcontractor. Contractor shall make every effort to resolve such payment disputes with its Subcontractors and Subconsultants quickly and in a reasonable manner, so as not to delay the Work. The Contractor shall also require all Subcontractors and Subconsultants include in the Sub-subcontractor and Sub-subconsultant Agreements language providing that payment disputes will be resolved through alternative dispute resolution mechanisms and that every effort to resolve such payment disputes will be resolved quickly and in a reasonable manner, so as not to delay the Work.

9.6 CONTINUED PERFORMANCE PENDING PAYMENT

- 9.6.1 The Owner's obligation to make timely payments and the Contractor's obligations to diligently prosecute the Work shall continue uninterrupted during the resolution of any dispute between the Owner and the Contractor.

9.7 SUBSTANTIAL COMPLETION

- 9.7.1 The Substantial Completion date is the point at which, as certified in writing by the Contractor and agreed to by the Owner, OAR, and DCC that the Work is at the level of completion and in conformance with the requirements of the Contract Documents, where:

1. The Certificate of Occupancy or Completion has been issued by the City of Orlando and all required sign-off by the Authorities Having Jurisdiction (AHJ) and other public regulatory authorities has been given. The date of the Certificate of Occupancy or Completion does not establish the date of Substantial Completion.
2. The Owner has received all required warranties (draft form), Operation & Maintenance Manuals, As-built drawings, and other documentation required by the Contract Documents; and
3. The Owner will have complete use or occupancy and may use, operate, and maintain the Work in all respects, for its intended purpose and without undue interference by the Contractor's Final Completion efforts.

- 9.7.2 When the Contractor considers that the Work or designated portion thereof is close to being Substantially Complete, the Contractor shall prepare and submit to the OAR a comprehensive punch list of items to be completed or corrected and the schedule to complete each item. The punch list shall be transmitted to the OAR a minimum of five (5) business days prior to Contractor's anticipated date of achieving Substantial Completion. The Contractor shall proceed promptly to complete and correct items on the punch list. Failure to include an item on the punch list does not alter the responsibility of the Contractor to complete all Work in accordance with the requirements of the Contract Documents.

- 9.7.3 Upon notice to the OAR by the Contractor that its punch list has been completed and the Work is ready for the Substantial Completion Inspection, the OAR will conduct a preliminary inspection to determine whether the Work or designated portion thereof is Substantially Complete. If the OAR's preliminary inspection discloses any item that is not in accordance with the requirements of the

Contract Documents, whether or not included on the Contractor's punch list, the OAR shall so notify the Contractor and the Contractor shall add the items to its punch list. The Contractor shall proceed to complete or correct every item on the revised punch list and request re-inspection from the OAR. If the OAR determines that the Work is ready, the Substantial Completion Inspection will be scheduled within three (3) business days after the OAR's preliminary inspection.

9.7.4 The OAR, DCC, Owner and others, during and after the Substantial Completion Inspection, will prepare the Owner's Substantial Completion punch list of all remaining Work to be completed or corrected. The OAR shall combine the items from all parties into one Substantial Completion punch list. Failure to include an item on the Substantial Completion punch list does not alter the responsibility of the Contractor to complete all Work in accordance with the requirements of the Contract Documents. The OAR shall distribute the Substantial Completion punch list to the Contractor within fifteen (15) business days after the date of Substantial Completion. All items on the Substantial Completion punch list must be completed prior to the date of Final Completion. Further, if items not compliant with the Contract Documents are discovered after the initial delivery of the Substantial Completion punch list to the Contractor, the OAR shall add these items to the punch list and Contractor shall complete all such items prior to Final Completion.

9.7.5 When the Work or designated portion thereof is Substantially Complete, the OAR shall prepare a Certificate of Substantial Completion signed by the OAR and DCC which shall establish the date of Substantial Completion, shall establish the responsibilities of the Owner and Contractor for security, maintenance, operations, cleaning and housekeeping, heating and cooling, utilities, damage to the Work, and insurance, and shall fix the time within which the Contractor shall finish all items on the combined Substantial Completion. The Certificate of Substantial Completion shall be submitted to the Contractor for appropriate acceptance and signature. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Contract Documents.

9.8 PARTIAL OCCUPANCY OR USE

9.8.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage and, if the Owner chooses such partial occupancy or use, the Contractor and Owner shall designate by an agreement the conditions of such partial occupancy or use Partial Occupancy/Use Agreement ("POUA"), provided such occupancy or use is consented to by the Owner's insurer as required under Article 11 and authorized by the Authorities Having Jurisdiction over the Work. Such partial occupancy or use may commence whether or not the portion is Substantially Complete, provided the Owner and Contractor have accepted, in the POUA, the responsibilities assigned to each of them for payments, retainage if any, security, maintenance, operations, cleaning and housekeeping, heating and cooling, utilities, damage to the Work, and insurance, and have agreed in the POUA the period for correction of the Work and commencement of warranties required by the Contract Documents. Even if a POUA is reached, the parties shall still comply with the requirements for Substantial Completion under the Contract Documents for that portion of the Work. Consent of the Contractor to partial occupancy or use by the Owner shall not be unreasonably withheld.

9.8.2 Immediately prior to such partial occupancy or use, the Owner, OAR, Contractor and DCC shall 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.

9.8.3 Unless otherwise expressly agreed to in writing, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work which is not in conformance with the

requirements of the Contract Documents.

9.9 FINAL COMPLETION AND FINAL PAYMENT

9.9.1 Final Completion shall be achieved by the Contractor within sixty (60) days of Substantial Completion unless otherwise required in the Contract Documents. Upon receipt of written notice from the Contractor that the Work is ready for final inspection and acceptance and upon receipt of a final Application and Certificate for Payment, the OAR and DCC will promptly make such inspection with the Contractor and, when the OAR and DCC find the Work acceptable under the Contract Documents and the Contract fully performed, including the delivery of all close-out documentation required in Article 9.9.2, the OAR will certify on Part V, Final Completion, on the Substantial Completion Acceptance Form indicating that all of the contractual requirements have been completed in accordance with the terms and conditions of the Contract Documents. The OAR's signature on the final Application and Certificate for Payment will constitute a further representation that the conditions precedent to the Contractor's being entitled to final payment have been fulfilled.

9.9.2 Neither final payment nor final retainage shall become due until the Contractor submits to the OAR all close-out documentation, which is defined as all of the following: (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work have been paid or otherwise satisfied; (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the Owner; (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents; (4) consent of surety, if any, to final payment; (5) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner, which may include a certified statement signed by each DBE Subcontractor, indicating actual amounts paid to the DBE Subcontractor; (6) all required As-built and Record Drawings, operating and maintenance instructions and manuals, and acceptable warranty/guaranty documents; (7) Subcontractor and Subconsultant Final Release Forms; and (8) Final Release Form. If a Subcontractor or Subconsultant refuses to furnish the release required by the Owner, the Owner may retain all money that the Owner may be compelled to pay in discharging such claim, including all costs and reasonable attorneys' fees. However, the Owner may elect not to retain any monies if the Contractor certifies that it is proceeding diligently and in good faith to resolve its dispute with the Subcontractor or Subconsultant in accordance with the Subcontract Dispute Resolution Process and the Contractor's Surety consents to the Owner's payment to the Contractor despite such claim.

9.9.3 Acceptance of final payment shall constitute a waiver of all claims by the Contractor, Subcontractors, Subconsultants, and Suppliers, except those Claims previously made in accordance with Article 4 and identified by the Contractor as unsettled on the final Application and Certificate for Payment.

9.10 PAYMENT OF LIQUIDATED DAMAGES AND BACKCHARGES

9.10.1 If the Owner, in its sole discretion, determines that Liquidated Damages or Backcharges are due in accordance with the Contract, the amount of Liquidated Damages and Backcharges shall be subtracted from the final Application and Certificate for Payment. If there is insufficient retainage

to compensate the Owner for the Liquidated Damages and Backcharges, the Contractor and its Surety shall pay to the Owner the amount due within ten (10) business days of receiving written notification of the shortage. Failure to make the required payment to the Owner will result in the Owner's enforcement of its right to receive the payment in any manner allowed by law and Contractor may be prohibited from bidding on future projects with the Owner as a result. Liquidated Damages provided by the Contract Documents are exclusive of and do not compensate the Owner for third-party claims, demands, expenses, or costs; it is agreed and intended by the parties that Owner's right to recover from Contractor for such third-party claims, demands, expenses, and costs is expressly reserved.

9.11 OWNER'S RECORDS REVIEW AND AUDIT RIGHTS

- 9.11.1 The Contractor's records, including both electronic and traditional paper files, shall be open to inspection and subject to audit or reproduction by the Owner or its authorized representative to the extent necessary to adequately permit examination, evaluation and verification of the Cost of the Work, and any invoices, Change Orders, Construction Change Directives, Field Change Orders, Force Account payments or Claims submitted by the Contractor or any of its Subcontractors or Suppliers pursuant to the execution of the Contract. The Contractor's records include but are not limited to the following: accounting records (including monthly job cost detail, detailed job cost history, monthly labor distribution detail, total job labor distribution, daily foreman reports, daily superintendent reports, detailed subcontract status reports, executed subcontracts, subcontract change orders and all documentation supporting all job costs, such as subcontractor payment applications, vendor invoices, internal cost charges), written policies and procedures, time sheets, payroll registers, payroll records, cancelled payroll checks, subcontract files (including proposals of successful and unsuccessful bidders, bid recaps and negotiation notes), original estimates, estimating work sheets, correspondence, change order files (including documentation covering negotiated settlements), backcharge logs and supporting documentation, the general ledger for the project along with all supporting data, information detailing cash and trade discounts and rebates earned, insurance policies, payments and all documents that relate to any insurance claim, documents described in Article 7 and any other data or evidence deemed necessary by the Owner or that may have a bearing on matters of interest to the Owner (all foregoing hereinafter referred to as "Contractor's Records"). The Contractor's records described above shall be maintained and made available to the Owner or its authorized representative for not less than ten (10) years after date of final payment or longer if required by law. Owner or its authorized representative may (without limitation) conduct verifications such as counting employees on the Project witnessing the distribution of payroll, verifying information and amounts through interviews and written confirmations with Contractor employees, field and agency labor, Subcontractors, and vendors.
- 9.11.2 The review of records and audits may require inspection, scanning and copying from time to time and at reasonable times and places of any and all information, materials and data of every kind and character, including without limitation, the Contractor's Records listed in the preceding Article, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, superintendent reports, drawings, receipts, vouchers and memoranda, electronic correspondence, and any and all other agreements, sources of information and matters that may in the Owner's judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any Contract Document. Such Contractor's Records subject to the Owner's review and audit shall also include, but not be limited to, those Contractor's Records necessary to evaluate and verify direct and indirect costs (including overhead allocations) or Claims, as they may apply to costs associated with this Contract.
- 9.11.3 The Owner or its authorized representative shall be afforded access to all of the Contractor's

Records, and shall be allowed to interview any and all of the Contractor's current or former employees, pursuant to the provisions of this article throughout the term of this Contract and for a period of ten (10) years after final payment.

- 9.11.4 The Contractor shall require all Subcontractors and Suppliers to comply with the provisions of this article by insertion of the requirements hereof in a written contract agreement between the Contractor and its Subcontractors and Suppliers. Such requirements will also apply to Sub-subcontractors and Subcontractors' Suppliers. The Contractor will cooperate fully and will cause all of the Contractor's Subcontractors (including those entering into lump sum Subcontracts) to cooperate fully in furnishing or in making available to Owner from time to time whenever requested in an expeditious manner any and all such information, materials and data.
- 9.11.5 The Owner, OAR, and DCC, or their authorized representative shall have access to the Contractor's facilities, shall have access to all necessary Contractors' Records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this Article.
- 9.11.6 If an audit inspection or examination in accordance with this Article discloses overcharges (of any nature) by the Contractor to the Owner in excess of one percent (1%) of the total Contract billings, the actual cost of the Owner's audit shall be reimbursed to the Owner by the Contractor. Any adjustments or payments which must be made as a result of any such audit or inspection of the Contractor's Records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the Owner's finding to the Contractor. Any overpayments to the Contractor by the Owner shall include the legal rate of interest from the date such additional amounts were overpaid by the Owner.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

- 10.1.1 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and implementing and monitoring a safety program in connection with the performance of the Work including but not limited to those requirements in this Article 10. The Contractor shall submit to the Owner a copy of its safety plan within ten (10) business days of issuance of the Notice to Proceed. The Contractor's Safety Plan shall, at a minimum, meet the requirements of the latest edition of ANSI/ASSE A10.38.
- 10.1.2 In the event the Contractor fails to initiate, maintain, supervise, or monitor the safety of its operations during the performance of the Work, including the operations of its Subcontractors, Subconsultants, Suppliers, and any others for whom the Contractor is responsible, then the Owner may, without reservation, pursue any rights or remedies against the Contractor that are available, under this Contract or by law, including withholding of payment.

10.2 SAFETY OF PERSONS AND PROPERTY

- 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

1. employees 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, that is under the care, custody or control of the Contractor or the Contractor's Subcontractors, Subconsultants and Suppliers regardless of whether such Work, materials and equipment have been paid for pursuant to Article 9.4; and
 3. other property at the Project site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation or replacement in the course of construction.
- 10.2.2 The Contractor shall comply with applicable laws, ordinances, codes, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury, or loss.
- 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and the Contract Documents, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying the owners and users of adjacent sites and utilities of hazardous or dangerous conditions.
- 10.2.4 When use or storage of hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.
- 10.2.5 The Contractor shall, at its sole cost and expense, promptly pay for, repair, or remedy all damage, injury, and loss to property or persons referred to in Articles 10.2.1, caused in whole or in part by the Contractor, a Subcontractor, a Subconsultant, or anyone directly or indirectly employed by any of them; by a defect in the Work or any element of the Work; or by anyone for whose acts they may be responsible for, to the extent the damage or loss is not attributable to acts or omissions of the Owner, OAR, or DCC or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The foregoing obligations of the Contractor are in addition to the Contractor's other obligations under this Contract, including, without limitation, Article 3.17. The Owner, at its option and in its sole discretion, may repair or remedy damages to property caused by the Contractor, or for which the Contract is otherwise responsible, and charge the Contractor all cost for such repair or remedy as a Backcharge.
- 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization as the onsite safety representative whose duty shall be the safety of persons and property. This person shall be the Contractor's Superintendent unless otherwise designated by the Contractor in writing to the Owner and OAR. The Contractor shall notify the Owner and OAR immediately when a serious injury occurs on the Project and shall provide written notice of the injury on the same business day of the occurrence, if at all possible. The notice shall provide a description of the incident, including the location and time of the incident, the names of the people involved and the names of witnesses, if any. The Contractor shall cooperate with any investigation of the incident.
- 10.2.7 The Contractor shall not load (for example, by delivery of materials, structural or physical loads) or permit any part of the construction or Project site to be loaded so as to endanger the safety of the traveling public, the airlines, tenants, or other airport users, the Owner, OAR, DCC, Contractor or their agents, representatives or employees.
- 10.2.8 The Contractor shall protect adjoining private or municipal property and shall provide barricades, temporary fences, and covered walkways required to protect the safety of passers-by, as required by prudent construction practices, local building codes, ordinances or other laws, or the Contract Documents.

10.2.9 The Contractor shall take all reasonable precautions to protect and keep the Work, materials and equipment free from injury or damage from inclement weather conditions, such as but not limited to rain, wind, storms, frost or heat. If extreme adverse weather conditions arise, preventing the Contractor from continuing operations safely in spite of having implemented weather precautions, the Contractor shall coordinate approval from the Owner and the OAR for cessation of Work until deemed safe to resume operations. The Contractor shall not permit open fires on the Project site.

10.2.10 The Contractor shall, at its sole cost and expense, promptly repair any damage or disturbance to walls, utilities, sidewalks, curbs and the property of the Owner or any other person (including municipalities) resulting from the performance of the Work, whether by it or by its Subcontractors at any tier. The Contractor shall maintain streets and working roads within the project site and areas which it or its subcontractors may use to access the project site, in good repair and in an acceptable and usable condition. The Contractor shall not permit open fires on the Project site.

10.3 HAZARDOUS MATERIALS

10.3.1 In the event the Contractor encounters on the site any material reasonably believed to be hazardous material, such as asbestos or polychlorinated biphenyl (PCB), the Contractor shall immediately stop work in the area affected and verbally report the condition to the Owner and OAR, followed by notification in writing. The Contractor shall not resume Work in the affected area until written agreement between the Owner and Contractor, after the material has been determined by an independent laboratory or consultant to be not hazardous, or the Contractor has agreed to remove and or remediate the hazardous material, as applicable, in a Contract Modification.

10.3.2 The Contractor shall not be required to perform without its consent any Work relating to hazardous material.

10.4 EMERGENCIES

10.4.1 In an emergency affecting the safety of persons or property, the Contractor shall act so as to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined in accordance with Article 4 and Article 7. In addition to any other right under the Contract (see Article 2.3.2), in an emergency affecting the safety of persons or property, the Owner may take any action that, in its sole discretion, it deems necessary to prevent threatened damage, injury, or loss.

ARTICLE 11 INSURANCE AND BONDS

11.1 CONTRACTOR'S INSURANCE. At its sole expense, Contractor shall maintain the following insurance and bonds throughout the term of this Agreement, including any extensions or renewals, and such insurance requirements shall provide coverage for the Contractor, its subcontractors, representatives, and anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

11.1.1 Contractor shall provide evidence of insurance reflecting compliance with the insurance requirements as listed in Instructions to Proposers, Section 00 21 16 and the Contract Documents. Certificate(s) of Insurance shall be remitted using an ACORD form, or in a form acceptable to the Owner

and submitted to the Owner's Contracts and Grants Manager prior to contract execution. Any deductible or self-insurance retention must be indicated on the Certificate of Insurance.

11.1.2 Owner may elect to utilize a third party for the collection and monitoring of Contractor's insurance. Contractor shall respond to all correspondence from this third party in a timely manner.

11.1.3 Upon written request, Contractor shall provide or obligate its insurer to provide a copy of its insurance policies, including all forms and endorsements.

The following insurance and bonds requirements are as follows:

11.2 LIABILITY INSURANCE

11.2.1 Commercial General Liability insurance covering property damage and bodily injury (including death), which shall include, but not be limited to, premises, products and completed operations, contractual liability with limits as set forth in the Instructions to Proposers. Completed Operations coverage for the entire period of repose under Chapter 95 of the Florida Statutes is required. This insurance shall be written on an occurrence basis.

11.2.2 Automobile Liability insurance covering motor vehicles, including, but not limited to owned, non-owned, or hired vehicles, used in conjunction with the performance of the Work, resulting in property damage or bodily injury (including death) with limits of liability as set forth in the Instructions to Proposers.

11.2.3 The Greater Orlando Aviation Authority and the City of Orlando and their members (including without limitation, members of the Owner's board and the City Council and members of the citizens' advisory committees of each), the OAR, and the Designer shall be named as additional insured under the coverage required in section 11.2.1 and 11.2.2 above.

11.2.4 PROFESSIONAL LIABILITY: The Contractor shall maintain in force during the term of this Contract a professional liability and errors and omission insurance policy with limits as set forth in the Instructions to Proposers. The coverage shall be on a claims made basis and shall be retroactive to the Effective Date of this Contract. The coverage shall include tail coverage for a minimum period of five years from the date of the final payment under this Contract or, upon termination of this Contract, coverage shall be maintained for claims made within five years after termination for liability arising out of the rendering or failure to render professional services under this Contract. The policy cannot require that the claim be made and reported to the insurer during same policy period. The policy must allow a minimum of sixty days to report the claim to the insurer after the claim has been made

11.2.5 Workers' Compensation in statutory limits in accordance with Florida law and Employer's Liability insurance covering all Contractor's employees or persons acting at the direction of the Contractor in the performance of the Work with policy limits as set forth in the Instructions to Proposers. If Contractor is self-insured, Contractor shall provide evidence of authorization from State of Florida to be self-insured. Owner does not accept State of Florida exemptions. Contractor agrees that any insurance or self-insurance shall include a waiver of any rights to subrogation against Owner.

11.2.6 If required by the Instructions to Proposers, Pollution Liability insurance covering any liability including clean-up expenses, resulting from any pollution or environmental impairment, which arises out of or in connection with the performance of the Work with a limit of liability as set forth in the Instructions to Proposers. If coverage is provided on a claims-made basis, such insurance shall be maintained or include tail coverage for three (3) years from the date the Agreement is terminated or expired or from the date of Final Completion. The Greater Orlando Aviation Authority and the City of Orlando and their members (including without limitation, members of the Owner's board and the City Council and members of the citizens' advisory committees of each) shall be named as additional insured without limitations.

11.2.7 If required by the Instructions to Proposers, Cyber and Privacy Liability Insurance covering Contractor for claims, losses, and expenses resulting from the compromise, breach, or release of confidential information or security information, whether in electronic or physical form, due to wrongful act or failure to secure such data in the care, custody and control of Contractor with limits as set forth in the Instructions to Proposers.

11.2.8 Contractor shall provide any other insurance coverage required by the Instructions to Proposers.

11.2.9 Contractor hereby agrees to the following as it relates to the above required insurance:

11.2.9.1 Insurance shall be carried with an insurance company (or companies) authorized to do business in the State of Florida and have a current financial rating by A.M. Best of A- VII or better and written on forms and endorsements acceptable to Owner.

11.2.9.2 Insurance shall be primary and not contributory to any other insurance (or self-insurance) maintained by the Owner, including any deductibles or self-insured retentions and that any other insurance shall be considered excess insurance only.

11.2.9.3 The policy limits required herein may be met by the combination of a primary liability insurance policy and an Umbrella or Excess Liability insurance policy, which will be written on a follow-form basis.

11.2.9.4 Contractor shall immediately notify Owner, in writing, of any adverse material change in Contractor's required insurance. For the purpose of this insurance section, adverse material change shall mean any reduction in the limits of the insurer's liability, any reduction of any insurance coverage, any increase in Contractor's deductible or self-insured retention, or any non-renewal or cancellation of required insurance.

11.2.9.5 Self-insured retentions and deductibles shall not exceed the requirements set forth in the Instructions to Proposers.

11.2.9.6 Costs of insurance premiums, deductibles, or self-insured retentions shall not be charged back to Owner unless included in an approved Contract Modification. Owner shall have the right to alter the monetary limits or the coverages required during the term of this Contract, and Contractor shall comply with all reasonable requests with respect thereto. Any additional insurance premium to Contractor for the mid-term change in insurance requirement must be justified as specific to the Project, before Owner considers changes in Total Contract Price for chargeback to Owner.

11.2.9.7 The Owner may at its sole discretion suspend or terminate all Work pursuant to Article 14 pending Contractor's inability to meet insurance requirements herein this Agreement or Contractor's failure to renew or replace insurance. Owner's acceptance of Contractor's proof of insurance shall not be deemed a waiver of the insurance requirements herein.

11.3 PERFORMANCE BOND

11.3.1 The Contractor shall provide a Performance Bond and a Payment Bond in the exact form attached hereto, each in an initial amount of not less than the Total Contract Price. A certified copy of the power-of-attorney appointing the attorney-in-fact for the surety and appointing the Florida licensed agent shall be attached.

11.3.1.1 The Penal Sum of the Performance Bond and the Payment Bond shall be increased or decreased automatically during the course of the Work in the event that Contract Modifications increase or

decrease the Total Contract Price so that the Penal Sum of each bond shall be in an amount equal to the Total Contract Price Sum at the completion of the Work.

11.3.1.2 The Bonds shall be written through a licensed Florida agent on behalf of a surety company licensed to do business in Florida with a financial rating by A.M. Best of not less than A-VIII.

11.3.1.3 The Contractor shall, before commencing with the Work, record a copy of the Performance and Payment Bonds in the Orange County clerk's office pursuant to Florida Statute 255.05. Upon request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the applicable bond or shall permit a copy to be made.

11.3.1.4 If the Surety on any bond furnished by the Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated or suspended in any state or it ceases to meet the requirements defined in Article 11.3.1, or any such bond is otherwise void or defective for any reason, the Contractor shall within ten (10) business days thereafter substitute Performance and Payment Bonds from a different Surety that fulfills the requirements of the Contract Documents. The Owner may at its sole discretion suspend all Work pursuant to Article 14.3 pending Contractor procuring substitute bonds.

11.4 PROPERTY INSURANCE

11.4.1 Unless otherwise addressed in the Contract Documents, the Owner shall, on behalf of itself, Contractor, and subcontractors, procure and maintain an "All Risk" property insurance policy, including builder's risk coverage and equipment breakdown, resulting in damages or loss to real and personal property, including materials procured related to Work at the Project.

11.4.2 Coverage under the Owner's property insurance program does not include any coverage for any equipment or tools of the Contractor, its Subcontractors or suppliers of any tier. Contractor agrees to inform its Subcontractors and suppliers that the Owner shall not be responsible for damages or loss (or theft) to tools and equipment while on Owner's property, whether at the Project jobsite or otherwise.

11.4.3 Coverage under the Owner's property insurance program does not include any coverage for the Contractor's or its Subcontractors loss of income, business interruptions, extra expense or other time element loss, including, without limitation, any such loss arising from a covered claim.

11.4.4 Coverage under the Owner's property insurance program does not include coverage for any materials stored off-site, including in transit, for which the Contractor or its Subcontractors or Suppliers has responsibility for care, custody and control. Contractor shall ensure it or any party with whom materials are in its care, custody and control, shall be responsible for the full replacement cost arising from any damages or loss (including theft). Any insurance on such stored materials or materials in transit shall be evidenced to Authority (or designated OAR) upon request.

11.4.5 Contractor shall be responsible for the first One Hundred Thousand Dollars (\$100,000) deductible for each occurrence for any claim under Owner's Property Insurance Program, for damages or loss (including theft, malicious mischief, or vandalism).

11.4.6 Property insurance coverage, including equipment breakdown, shall remain in effect from the commencement date of the Work and shall terminate at the earliest of the following dates: (i) as to the Work covered by the fully executed Partial Occupancy and Use Agreement (POUA), the effective date set forth in the POUA; (ii) upon any portion of Work permanently abandoned or terminated by Contractor prior to Substantial Completion; (iii) upon termination of this Contract by Owner; or (iv) upon date of Substantial Completion as certified in accordance with Article 9.7.

11.4.7 Any damage or loss (including theft) to Owner's property, including Work at Project site, materials, appurtenant property, arising from the actions, errors, omission or improper performance by Contractor or its Subcontractors of any tier shall not prohibit Owner from making a claim under the Property Insurance Program. Any claim covered by this Property insurance program shall not absolve Contractor or its subcontractors from any responsibility or liability of claim, damages, or loss. Owner or its insurer, on its behalf, does not waive any right to recover from Contractor, its Subcontractors, or each of its insurers for such damages or loss.

11.4.8 If Contractor requests in writing that this insurance extend to the Contractor and its subcontractors for portions noted above as not covered or for other special hazards not described herein; then Contractor agrees to reimburse Owner for premiums paid at current market rate for such increase in coverage and accepts responsibility for deductibles.

11.4.9 Owner shall notify Contractor in writing, prior to the Commencement of Work, if the Owner does not intend to provide property insurance. In that event, Contractor shall then procure such insurance as will protect the interests of the Owner, Contractor and Subcontractors, and by appropriate Change Order, shall be reimbursed for the actual cost of such insurance.

11.4.10 All proceeds paid by the Owner's property insurance shall be payable to Owner, as fiduciary for the insureds, as their interest may appear. Any portion of such proceeds (less applicable deductible) allotted to insured(s), other than Owner, shall be paid to Contractor. Contractor shall be responsible for distribution of any proportion of proceeds in similar manner to its Subcontractors.

11.5 CONTRACTOR'S PROPERTY

11.5.1 Contractor shall maintain insurance or require a third party to maintain insurance coverage for any real or personal property used in conjunction with the Work and materials stored or in transit in preparation for the Work. Such coverage shall be on a replacement cost basis. Any failure to respond to Owner's claim for recovery for damages or loss by repair or replacement, Contractor shall be deemed in breach in contract for which the Contractor shall be held liable. Contractor shall be responsible for first dollar of claim for damages, regardless of deductible, self-insured retention, failure to insure, or self-insurance by Contractor, Subcontractor, suppliers, or storage/warehouse provider.

11.6 REPORTING INCIDENTS THAT MAY GIVE RISE TO AN INSURANCE CLAIM

11.6.1 Contractor shall notify the Owner, within three business days, and document in detail any incident occurring during the performance of Work or arising directly or indirectly from the Project that may give rise to a claim by a third party against Owner, Contractor, and/or Subcontractors of any tier shall be documented in detail.

11.6.2 Contractor shall provide written notice, no less than quarterly, to Owner and OAR of any claims and incidents that may give rise to a claim. Contractor shall retain this documentation in accordance with Article 9.10.

11.6.3 Contractor shall cooperate with Owner and its agents or representative, in the investigation and resolution of any incident that may give rise to a claim or actual claim made against Owner, Contractor or Subcontractor of any tier arising directly or indirectly from the Project. Any action taken by Contractor, Subcontractor, or its insurer to resolve, settle or release itself from a claim shall be coordinated with Owner and OAR. No release shall be executed without final approval from Owner, which shall not be unreasonably withheld.

11.6.4 Upon written request and at completion of the Work, Contractor agrees to provide a detailed claims history of incidents and claims arising directly or indirectly from the Project.

11.7 INDEMNIFICATION

11.7.1 To the fullest extent permitted by law, Contractor shall indemnify and hold completely harmless the Owner, City of Orlando, (including, without limitation, their officers, agents, employees and all members of the governing boards and the Citizen Advisory Committees of each), as well as the OAR, State of Florida, Department of Transportation, and the officers, agents, and employees of each of them (the "Indemnified Parties") from and against any and all claims, suits, demands, judgments, losses, costs, fines and penalties (including any assessed by the FAA or TSA, and any required or recommended investigation and security training, incurred as a result of any violation of federal regulations, including the Airport Security Plan), damages, expenses, liabilities (including statutory liabilities under Workers Compensation laws) and reasonable expenses (including, but not limited to, fees for attorneys, expert witnesses, scene recreations, legal support expenses) ("Damages"), which may be incurred by or charged to Indemnified Parties, to the extent caused in whole or in part by any negligent act, omission, recklessness or intentional misconduct by the Contractor, any Subcontractor, or any of their officers, directors, partners, employees, agents, or suppliers, or anyone directly or indirectly employed by any of them or anyone for whose acts they may be liable, arising directly or indirectly from (i) the Work or Project or this Contract, (ii) work performed under warranty, or (iii) the failure of the Contractor to keep, observe or perform its responsibilities and obligations contained in or arising from this Contract. . This indemnification obligation shall apply and not be limited by any limitation on the amount or type of compensation or benefits under worker's compensation laws, disability benefits, or other employee benefits. The obligations of this paragraph shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist under law or this Contract. Nothing in this Contract shall be deemed a waiver by Owner of its sovereign immunity rights under the laws of the State of Florida, other than those specifically waived by virtue of this Contract.

11.7.2 This indemnification shall survive the expiration or termination of this Contract.

11.7.3 If the above indemnity provisions are deemed void in whole or in part under Florida law, then the following indemnification obligations shall apply to the extent such provisions are deemed void: Contractor shall indemnify and hold harmless the Owner, its officers and employees, OAR, and DCC from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the Contract.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

12.1 UNCOVERING WORK

12.1.1 If any portion of the Work is covered contrary to the OAR's or DCC's request or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the OAR, Owner or any governmental authority, be uncovered for their observation and be recovered or be corrected at the Contractor's expense without change in the Contract Time.

12.1.2 If a portion of the Work has been covered which the OAR, DCC, Owner or any applicable governmental authority has not specifically requested to observe prior to its being covered, the OAR may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Owner will approve a Contract Modification in accordance with Article 7 for the direct costs of uncovering and restoring the Work. If such Work is not in accordance with the Contract Documents, the Contractor shall pay such costs unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

12.2 CORRECTION OF WORK

- 12.2.1 The Contractor shall promptly correct Work rejected by the OAR, DCC, Owner or any governmental authority that fails to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected Work, including additional testing, inspections, certification of the Work by engineers or other professionals if required by the Owner, and compensation for the OAR's and DCC's services and expenses incurred by the Owner.
- 12.2.2 If, within one (1) year after the date of Substantial Completion of the Work or designated portion thereof, or after the date for commencement of warranties or by terms of an applicable special warranty required by the Contract Documents, any of the work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall, at its sole cost, correct it promptly after receipt of written notice from the Owner or OAR to do so unless the Owner has previously given the Contractor a written acceptance of that specific condition. This period of one year shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the Final Completion of the Work. The obligations under this paragraph shall survive acceptance of the Work under the Contract and termination of the Contract. Even after the expiration of the one (1) year period, the Contractor shall cooperate with the Owner to resolve any issues that may arise with product warranties provided under this Contract.
- 12.2.3 The Contractor shall remove from the site portions of the Work which are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.
- 12.2.4 If the Contractor does not correct such nonconforming Work within the reasonable time set forth in the written notice, the Owner may correct or remove such nonconforming work and all costs for such corrections or removals shall be assessed against the Contractor.
- 12.2.5 The Contractor shall bear the cost of correcting destroyed or damaged Work, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's performing correction or removal of Work which is not in accordance with the requirements of the Contract Documents.
- 12.2.6 Nothing contained in Article 12.2 shall be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents. Establishment of the time period of one (1) year as described in Article 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability and damages with respect to the Contractor's obligations other than specifically to correct the Work. Nor shall anything contained in this subsection be construed to limit any other remedies available to the Owner under the Contract or Florida law.

12.3 ACCEPTANCE OF NONCONFORMING WORK

- 12.3.1 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 or correction. If the Owner accepts the Work under such circumstances, the Total Contract Price will be reduced in an equitable manner through a Contract Modification, whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW

13.1.1 The Contract shall be governed by the laws of Florida.

13.2 SUCCESSORS AND ASSIGNS

The Contractor binds itself, its successors, assigns and legal representatives to the Owner and the Owner's successors, assigns and legal representatives in respect to covenants, agreements and obligations contained in the Contract Documents. The Contractor shall not assign the Contract in whole or in part without written consent of the Owner, which consent may be granted or withheld in the Owner's sole discretion.

13.2.1 Any transfer of this Contract by merger, consolidation or liquidation or (unless the stock of the Contractor is traded on a national stock exchange or in a generally recognized over the counter securities market) any change in ownership of or power to vote a majority of the outstanding voting stock or ownership interests of the Contractor shall constitute an assignment of this Contract for the purposes of this Contract. In the event the Contractor assigns or attempts to assign any right or obligation arising under this Contract without the Owner's prior written consent, the Owner shall be entitled to terminate this Contract, in the Owner's sole discretion.

13.3 WRITTEN NOTICE

13.3.1 Written notice shall be deemed to have been duly served to the Owner if delivered by certified mail, courier providing proof of delivery, or electronic mail (e-mail) to the Vice President of Capital Programs, Vice President of Construction, and the OAR Project Manager at the addresses identified in writing at the design kickoff meeting or the pre-construction conference, unless changed through an acceptable means of written notice. Written notice by email is not valid unless received by all three addresses.

13.3.2 Written notice shall be deemed to have been duly served to the Contractor if delivered by certified mail, courier providing proof of delivery, or by electronic mail (e-mail) to the Project Manager of the Contractor that is identified in writing at the design kickoff meeting or the preconstruction conference, unless changed through an acceptable means of written notice.

13.3.3 Any written notice shall be deemed duly served upon the earlier of the date of receipt if sent via certified mail or courier, or the date of transmission if sent via e-mail, except that if an e-mail notice is not sent during the normal business hours of the recipient, such notice will be deemed to have been sent at the opening of business on the next business day.

13.4 RIGHTS AND REMEDIES

13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to duties, obligations, rights and remedies otherwise imposed or available by law.

13.4.2 The invalidity or unenforceability of any portion or provision of this Contract shall in no way affect the validity or enforceability of any other portion or provision thereof. Any invalid or unenforceable

portion or provision shall be deemed severed from this Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain such invalid or unenforceable portion or provision. In the event any such portion or provision of this Contract is declared invalid, the Parties shall promptly negotiate in good faith new provisions to eliminate such invalidity and to restore this Contract as near as possible to its original intent and effect.

13.5 TESTS, EXAMINATIONS, AND INSPECTIONS

- 13.5.1 The Contractor shall give the OAR timely notice of when each portion of the Work shall be ready and available for tests, examinations and inspections. All materials and each part or detail of the Work shall be subject to inspection by the OAR and the DCC. The OAR and DCC shall be allowed access to all parts of the Work and shall be furnished with such information and assistance by the Contractor, at no additional cost, as is required to make a complete and detailed inspection. If requested at any time by the Owner or OAR, the Contractor shall furnish satisfactory evidence as to the kind and quality of material and equipment provided in the Work.
- 13.5.2 Any Work done or materials used without supervision or inspection by an authorized representative of the Owner may be ordered removed and replaced at the Contractor's expense unless the OAR failed to inspect after having been given reasonable notice in writing that the Work was to be performed.
- 13.5.3 Should the 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 shall have the right to inspect such Work. Such inspection shall in no sense make any facility owner a party to the Contract, and shall in no way interfere with the rights of the parties to this Contract.
- 13.5.4 The Owner or OAR may make arrangements for any tests, examinations, and inspections with any testing laboratories or entities. The Owner shall bear the costs of such tests, examinations and inspections that the Owner so arranges, unless the testing, examination, inspection or acceptance procedure reveal that the Work fails to meet the requirements of the Contract Documents. In that case, the Contractor shall bear all costs arising from the failure, including, but not limited to, the costs to correct the Work and the costs of tests, examinations, inspections and services performed by the OAR, DCC and Owner in connection with such tests, examinations, inspections, or acceptance procedures necessary to establish that the Contractor's work conforms with the requirements of the Contract Documents.
- 13.5.5 Tests, inspections or approval procedures conducted pursuant to the Contract Documents shall be performed to avoid unreasonable delay in the Work.

13.6 INTEREST

- 13.6.1 All interest due and payable by the Owner to the Contractor or by the Contractor to the Owner shall be at the statutory legal rate of interest.

13.7 REPRESENTATIONS AND WARRANTIES

The Contractor and Owner represent and warrant to the other that (1) the execution and delivery of the Contract Documents and the performance of the acts and obligations to be performed by each of them have been duly authorized by all necessary corporate (or, if appropriate, partnership)

resolutions or actions; and (2) the Contract Documents do not conflict with or violate any agreements to which either party is bound, or any judgment, decree or order of any court against or affecting such party.

13.8 PUBLIC RECORDS

13.8.1 When the Contractor receives any request to inspect or copy any records that relate to this Contract, it shall promptly provide the Owner with a copy of the request. The Owner will respond to each such request on behalf of itself and the Contractor and the Contractor agrees to fully cooperate with the Owner with regard to all records requests and comply with all decisions made by the Owner regarding the production/disclosure. The Contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the Owner in order to perform the services being performed by the Contractor.
2. Upon request from the Owner's custodian of public records, provide the public with access to public records on the same terms and conditions that the Owner would provide the records and at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, as amended, or as otherwise provided by law.
3. Except as authorized by law, ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed for the duration of the Contract term as well as following completion or termination of the Contract if the Contractor does not transfer the records to the Owner.
4. Upon completion or termination of the Contract, transfer, at no cost, to the Owner all public records in possession of the Contractor or keep and maintain the public records required by the Owner and the law to perform the service. If the Contractor transfers all public records to the Owner upon completion or termination of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion or termination of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Owner in a format that is compatible with the information technology systems of the Owner.
5. Failure to grant such public access or otherwise comply with the Owner's request for records will be grounds for immediate termination of this Contract by the Owner. In the event of such failure, the Owner shall also enforce the Contract provisions in accordance with this Contract.
6. Failure to provide the public records to the Owner within a reasonable time may also subject the Contractor to penalties under section 119.10, Florida Statutes.
7. If a civil action is filed against Contractor to compel production of public records relating to this Contract, Contractor will be solely responsible and liable for its attorney's fees and any resulting damages.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, THE CONTRACTOR MUST CONTACT THE OWNER'S CUSTODIAN OF PUBLIC RECORDS, WHO CAN BE REACHED AT: www.orlandoairports.net/publicrecords; (407) 825-2400 (PHONE NUMBER); AND "GREATER ORLANDO AVIATION

**AUTHORITY, PUBLIC RECORDS" ONE JEFF FUQUA BOULEVARD,
ORLANDO, FLORIDA 32827.**

13.9 NO WAIVER

No waiver of any breach or failure to enforce any of the terms, covenants, conditions, or other provisions of this Agreement by either party or at any time shall in any way affect, limit, modify or waive that Party's right hereafter to enforce or compel strict compliance with every term, covenant, condition or other provision hereof, without regard to any purported course of dealing, custom of the trade, or otherwise.

13.10 SURVIVAL OF PROVISIONS

In order that the Parties to this Contract may fully exercise their rights and perform their obligations hereunder arising from the performance of the Work, any provisions of this Contract that are required to ensure exercise of such rights or performance shall survive termination of this Contract regardless of the cause for such termination and regardless of whether such termination applies to all or only part of the Contract. Without limitation, all audit provisions shall survive termination of this Contract and all indemnification provisions shall survive the expiration of this Contract with respect to any acts or omissions occurring during the term of this Contract and shall not be affected or reduced by any information with which the Owner has been provided or may otherwise obtain in the future. No provision of the Contract Documents shall be construed to limit the Contractor's liability for, without limitations, defects (latent or patent) in the Work, warranty claims, or to limit recourse to the Contractor's surety.

13.11 WHISTLEBLOWER REPORTING LINE

The Owner is committed to the highest level of integrity in its operations and is fully committed to protecting the organization, its operations, and its assets against fraud, waste and abuse. The Owner has established a Whistle-Blower Reporting Line with a third-party service provider as a means to report suspected fraud, waste or abuse of Owner resources in connection with Owner operations. Should Contractor suspect any fraud, waste or abuse in connection with any Work under this Contract, including any work of its Subcontractors, Subconsultants or laborers, it shall promptly report such activity by calling 1-877-370-6354, through email to GOAA@integritycounts.ca or through the online reporting form at www.integritycounts.ca/prg/GOAA.. The Contractor shall include this reporting requirement in all subcontracts and supplier agreements. The Contractor is further encouraged to report any suspected fraud, waste or abuse it suspects in connection with any other airport operations or projects.

13.12 E-VERIFY

Effective January 1, 2021, the Contractor shall register with and utilize the U.S. Department of Homeland Security's Employment Eligibility Verification System (E-Verify), in accordance with the terms governing the use of the system, to verify the work authorization status of all newly hired employees, performing work in the United States. The Contractor shall include an express provision in all Subcontracts requiring the Subconsultants and Subcontractors to do the same and require all Subconsultants and Subcontractors to provide the Contractor with an affidavit stating that the Subconsultant/Subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor must retain all such affidavits for the duration of the Contract. In accordance with Florida Statutes §448.095, the Owner shall terminate this

Contract if Owner has a good faith belief that the Contractor knowingly employs an unauthorized alien or has otherwise violated Florida Statute §448.09(1). The Owner shall require the Contractor to terminate the contract of a Subconsultant/Subcontractor if Owner has a good faith belief that the Subconsultant/Subcontractor has knowingly violated Florida Statute §448.09(1). The Contractor may challenge any such termination in accordance with Florida Statutes §448.095. Consequences for a violation of this subsection also include liability for the Owner's costs as a result of the termination and debarment for at least one (1) year in accordance with Florida Statutes §448.095.

13.13 CONSULTATION WITH COUNSEL

The Parties represent and acknowledge that they have been provided with the opportunity to discuss and review the terms of this Contract with their respective attorneys before signing it and that they are freely and voluntarily signing this Contract in exchange for the benefits provided herein. The Parties further represent and acknowledge that they have been provided a reasonable period of time within which to review the terms of this Contract.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

14.1.1 The Contractor may terminate the Contract because the Work has been stopped for a period of more than one hundred and twenty (120) consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor, for only any one of the following reasons:

1. issuance of an order a court or other public authority having jurisdiction which requires all Work to be stopped; or
2. an act of government, such as a declaration of national emergency which requires all Work to be stopped; or
3. because the OAR has not approved an Application for Payment and has not notified the Contractor of the reason for withholding approval, or because the Owner has not made payment within the time stated in the Contract Documents, Contractor has notified Owner, and the Owner has not cured the Work stoppage within fourteen (14) days of receipt of such notice.

14.1.2 If the Contractor terminates the Contract per Article 14.1.1, the Contractor may recover from the Owner payment for Work executed and actual reasonable costs incurred with respect to materials, equipment, tools, and construction equipment and machinery, including reasonable overhead, profit earned to the date of termination, subject to the limitations in Article 7. There is no entitlement to anticipatory profits, unless agreed to by the Owner as part of a final Contract Modification that fully resolves all outstanding issues on the Project. The Contractor shall substantiate its request for payment as requested by the Owner.

14.1.3 Termination of the Contract or a portion thereof pursuant to Article 14.1.1 shall neither relieve the Contractor or its Surety of their responsibilities for the completed Work nor shall it relieve the Contractor and Surety of their obligation for and concerning any Claim arising out of the Work performed.

14.2 TERMINATION BY THE OWNER FOR CAUSE

14.2.1 The Owner may terminate the Contract if the Contractor:

1. fails to perform the Work; fails to provide a sufficient number of adequately skilled workers or supervisory staff who actively staff the job 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
2. performs the Work unsuitably or neglects or refuses to remove materials or to perform anew such Work as may be rejected as unacceptable and unsuitable, or
3. fails to commence the Work, maintain adequate progress towards completion of the Work or discontinues the prosecution of the Work, or
4. fails to carry out the requirements of the Owner's MWBE or LDB/VBE Participation Program, or
5. allows any final judgment against it to remain unsatisfied for a period of thirty (30) or more days, or
6. makes an assignment for the benefit of creditors, or
7. fails to carry on the Work in accordance with the Contract Documents, or
8. consents to the appointment of a receiver, trustee or liquidator of all or substantially all of the property of Contractor, or
9. is the subject of any order or decree of any court or governmental authority or agency having jurisdiction, appointing a receiver, trustee or liquidator to take possession or control of all or substantially all of the Contractor's property for the benefit of creditors, or
10. if at any time the Surety executing the bond is determined by the Owner to be unacceptable and the Contractor fails to furnish an acceptable substitute Surety within ten (10) business days after notice from the Owner. This ten (10) business day notice and cure period is in lieu of the seven (7) day period set forth in Article 14, or
11. fails to fulfil the insurance requirements of Article 11 or fails to remedy an insurance deficiency within a reasonable time as determined by the Owner, or
12. for a Contract of One Million Dollars (\$1,000,000.00) or more, Owner may terminate this Agreement for cause and without the opportunity to cure if the Contractor is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Cuba or Syria.

14.2.2 When any of the above reasons exists, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's Surety seven (7) days written notice and provided the Contractor, within such seven (7) day period, has not commenced in good faith to cure such cause or breach (or if having commenced such cure, is not proceeding diligently to complete such cure), terminate employment of the Contractor, in whole or in part, and may, subject to any prior rights of the Surety, finish the Work, or any portion of the Work not terminated, by whatever reasonable method the Owner may deem necessary, including taking possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor.

14.2.3 When the Owner terminates the Contract for one of the reasons stated in Article 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is completed.

14.2.4 If the unpaid balance of the Total Contract Price exceeds the costs of finishing the Work, including compensation for the OAR's and DCC's services and other expenses made necessary thereby, such excess shall be paid to the Contractor. If the costs of finishing the Work exceed the unpaid balance, the Contractor and its Surety shall pay the difference to the Owner. The amount to be

paid to the Contractor or Owner, as the case may be, shall be certified by the OAR and agreed to by the DCC and this obligation for payment shall survive termination of the Contract. Termination of the Contract or a portion thereof pursuant to Article 14.2 shall neither relieve the Contractor of its responsibility for the completed Work nor shall it relieve its Surety of its obligation for and concerning any Claim arising out of the Work performed.

14.3 SUSPENSION OR TERMINATION BY THE OWNER FOR CONVENIENCE

14.3.1 The Owner may, without cause, by written order direct the Contractor to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

14.3.2 An extension of Contract Time equal to the period of suspension shall be the Contractor's sole and exclusive remedy for a suspension by the Owner unless Article 2.2.2 applies to such suspension. No adjustment to Contract Time shall be made to the extent:

1. that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
2. that an equitable adjustment is made or denied under another provision of this Contract.

14.3.3 The Owner may terminate this Contract in whole or in part at any time for its convenience by giving the Contractor seven (7) days written notice. The Owner shall have the right, in that event, to take over any or all of the Contractor's material, supplies, equipment, or Subcontractors in order to complete the Work and the Contractor shall assign to the Owner such material, supplies, equipment, or Subcontracts/purchase orders. The Contractor shall proceed to complete any part of the Work, as directed by the Owner, and shall attempt to settle all Subcontractor/Subconsultant/Supplier claims and obligations under the Contract with the Owner. Subject to the limitations in Article 7, the Contractor shall only be compensated by the Owner for the Contractor's reasonable costs actually expended and profit earned on the portion of the Work that was terminated and which has been fully completed and accepted by the Owner as of the date of termination. There is no entitlement to anticipatory profits for the terminated portion of the Work. The Contractor shall substantiate its request for payment as requested by the Owner.

14.3.4 The Owner shall terminate the Contract or portion thereof by written notice when the Contractor is prevented from proceeding with the Contract as a direct result of an Executive Order of the President of the United States. When the Contract, or any portion thereof, is terminated pursuant to this Article before completion of all items of work in the Contract, payment will be made, subject to the limitations of Article 7, for the actual number of units or items of Work completed at the Contract Price or as mutually agreed to for items of Work partially completed or not started. No Claims for loss of anticipatory profits shall be permitted. Reimbursement for other overhead expenses (when not otherwise included in the Contract) and moving equipment and materials to and from the job will be considered, the intent being that an equitable settlement will be made with the Contractor. Acceptable materials obtained or ordered by the Contractor for the Work which are not incorporated in the Work shall, at the option of the Owner, be purchased from the Contractor at actual cost as shown by receipted bills and actual cost records at such points of delivery as may be designated by the OAR. Termination of the Contract or a portion thereof pursuant to this Article 14.3.4 shall neither relieve the Contractor of its responsibilities for the completed Work nor shall it relieve its Surety of its obligation for and concerning any Claim arising out of the Work performed.

END OF SECTION 00 72 53

SECTION 00 73 00 – SUPPLEMENTARY CONDITIONS OF THE CONTRACT
FOR CONSTRUCTION

The following supplements modify the "GENERAL CONDITIONS DESIGN/BUILD," Section 00 72 53. Where a portion of the General Conditions is modified or deleted by these Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.

DISPUTE REVIEW BOARD Modifications to the General Conditions:

Replace Paragraph 4.6.1 of the General Conditions with the following:

Any Claim, dispute or other matter in question arising out of or relating to the Contract Documents or the breach thereof, if not resolved by the parties at the time such Claim or dispute arises, shall be subject to the Dispute Review Board process identified in Section 00 73 83.13 of the Contract Documents, which process, conditions and procedures are incorporated herein by reference. The Dispute Review Board process shall be a condition precedent to any party filing legal action. Following the conclusion of the Dispute Review Board process, unresolved Claims shall be brought only in the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida.

END OF SECTION 00 73 00

SECTION 00 73 19.13 - HAZARDOUS MATERIALS

PART 1 - GENERAL

1.1. SECTION INCLUDES

- A. Alerting Contractors against the presence of hazardous materials in certain items in the building and alerting against the use of hazardous materials.

1.2. DEFINITION

- A. As used in this Section, Hazardous Materials shall mean any hazardous substance as defined in 42 USC Section 9601 or regulations adopted pursuant to that Section or any material listed on the Florida Substance List required by Section 442.103, Florida Statutes.

1.3. CONSTRUCTION

- A. Asbestos, asbestos containing material, lead or other hazardous materials are not allowed during the construction of new work or renovations at the Airport.
- B. The Contractor will identify hazardous materials that are currently used in the construction process and in the way of new construction and shall seek specific approval, both as to the type of hazardous material and as to limits of usage, from the Owner.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 00 73 19.13

SECTION 00 73 83.13 - DISPUTE REVIEW BOARD

1.0 OVERVIEW

1.1 A Dispute Review Board (DRB) will be established for this Project to assist in the resolution of disputes arising out of the Work. This Section 00 73 83.13 describes the purpose, procedure, function and features of the DRB.

1.2 The role of the DRB is to issue independent advisory opinions by skilled construction professionals knowledgeable about the Work that evaluate claims and disputes with the purpose of facilitating negotiated resolutions by the Contracting Parties themselves.

1.3 The DRB will provide special expertise to assist and facilitate the timely and equitable resolution of disputes and controversies between the Owner and the Contractor ("Contracting Parties"). The DRB is not intended as a substitute for the Contracting Parties to proceed in good faith to cooperate with each other and to resolve fairly and expeditiously disputes that arise during the performance of the Work. The Contracting Parties are to make every reasonable effort to resolve disputes before submitting them to the DRB.

1.4 The DRB will be used when the procedure for resolving disputes, as set forth in the Contract Documents and this Section 00 73 83.13, is unsuccessful. The submission to the DRB of any unresolved dispute is a condition precedent to litigation or arbitration of the unresolved dispute. The term of the DRB shall commence at the issuance of the Notice to Proceed or after the three (3) DRB members have been selected in accordance with Section 2.0, whichever is later, and shall continue until Final Payment.

1.5 The DRB will fairly and impartially consider the disputes referred to it and will provide written advisory opinions to assist in the resolution of the disputes by the Contracting Parties. The advisory opinions of the DRB will not be binding on any of the Contracting Parties and will not be admissible in any subsequent legal proceeding or arbitration.

1.6 During the dispute resolution process, the Contractor will continue with the Work in accordance with the Contract Documents in a diligent manner and without delay. With respect to the Work that is the subject of a dispute, the Contractor will keep complete records of extra costs and time incurred in accordance with the Force Account provisions of the Contract Documents. In accordance with the Contract Documents, the Contractor will permit the Owner, its designated representatives and the DRB access to any records needed for evaluating the dispute, without any claim of privilege or confidentiality. Such access will be provided after reasonable notice. The actual, reasonable costs of printing or copying records will be paid by the party requesting the copies; the cost of collecting or reviewing the records prior to production shall be paid by the producing Contracting Party.

1.7 An agreement will be entered into between the Owner, Contractor and DRB members that incorporates the terms and procedures set forth in this Section 00 73 83.13. A copy of this agreement, titled Three Party Agreement, is located in Section 00 73 83.19.

2.0 DRB MEMBERSHIP

2.1 The DRB will consist of three members. One member shall be selected by the Owner and approved by the Contractor, and one member shall be selected by the Contractor and approved by the Owner. The first two members shall select and agree on the third member. Normally, the third member will at all times serve as Chair for all DRB activities. If the third member of the DRB declines to act as Chair, then the chairmanship shall be alternated with the Owner's selected member assuming this position at the first resolution meeting.

2.2 The Contracting Parties shall provide notice of their member selection ("Notice of Member Selection") within fourteen (14) calendar days after issuance of the Notice to Proceed; the Contracting Parties shall serve objections, if any, concerning the other Contracting Party's member selection within seven (7) calendar days after the Notice of Member Selection. Any objected-to member selection shall be replaced with a new member selection within seven (7) calendar days after the objection is served; the Contracting Parties shall serve objections, if any, concerning the replacement member selection within seven (7) calendar days after the replacement member selection; this process may be repeated as needed. The two (2) members selected by the Owner and the Contractor that are not objected-to shall, within fourteen (14) calendar days after the last objection period expires, jointly select the third member and provide notice to the Contracting Parties; the Contracting Parties shall serve objections, if any, concerning this member selection within seven (7) calendar days after that notice. Any objected-to member shall be replaced with a new member selection within seven (7) calendar days after the objection is served; the Contracting Parties shall serve objections, if any, concerning the replacement member selection within seven (7) calendar days after the selection of the replacement member; this process may be repeated as needed. If three (3) DRB members, because of an impasse, are not empaneled within ninety (90) calendar days after the issuance of the Notice to Proceed, then the Contracting Parties shall engage, and equally share the cost of, a mediator skilled in construction disputes to assist in empaneling three (3) members, with the goal of accomplishing this as quickly as possible. If already empaneled, all three members shall attend the Pre-Construction Meeting.

2.3 All DRB members shall be experienced with the type of construction methods associated with the Project, in the interpretation of contract documents and in contract dispute resolution. The goal in selecting the third member is to complement the construction experience of the first two members and to provide leadership to the DRB's activities. It is imperative that DRB members show no partiality to either the Contractor or the Owner or have any conflict of interest.

2.4 The criteria and limitations for membership will be as follows:

- A. The members selected will have no direct or indirect ownership or financial interest in the Contractor, the OAR, the Designer (i.e., the Architect or Engineer of the Project), any subcontractor or supplier of the Project or the employer of other DRB members.
- B. Except for services as a DRB member of the Owner's projects, no member shall have been an employee, contractor or consultant to the Contractor or the Owner, the OAR, the Designer, any subcontractor or supplier of the Project within a period of five (5) years prior to the date of the Notice of Intent to Award Contract.
- C. No member shall have had a personal, professional or business relationship with the Owner or the Contractor or either's subcontractors or subconsultants of the Project (or an employee or officer of the Owner or the Contractor) of a nature which could be construed to compromise the ability to impartially issue advisory opinions concerning claims or disputes.
- D. No member shall have had any prior involvement in the Project (other than as a DRB member) of a nature which could be construed to compromise the ability to impartially issue advisory opinions concerning claims or disputes.
- E. No member shall be employed by the Contractor or the Owner, the OAR, the Designer, or any subcontractor or supplier of the Project during the term of the Contract, except as a DRB member pursuant to the Three Party Agreement or as a DRB member on another project.

- F. During the term of the Contract, no discussion or agreement shall be made between a DRB member and Owner or the Contractor regarding employment after the Contract is completed.
- G. During the term of the Contract, ex parte communications between a DRB member and the Owner or the Contractor or either's subcontractors or subconsultants of the project are prohibited concerning the Project or any dispute arising out of the Project, including solicitation of any DRB member's advice or consultation concerning the Project.

2.5 Before appointments are final, the first two prospective members will submit complete disclosure statements to the Contracting Parties. The disclosure statement shall conform to the form attached as an Exhibit to these Specifications. Each disclosure statement will include the prospective member's experience and a declaration describing all past, present and anticipated or planned future relationships to the Project and with the Contracting Parties, the OAR, Consultants or any subcontractor or supplier of the Project. The third DRB member will supply a disclosure similar to the first two DRB members and to the Contracting Parties before the third member appointment is finalized. The Contracting Parties' DRB members will ensure that the third member meets all of the selection criteria listed above. A DRB member must update the disclosure statement if the member discovers circumstances, or if events occur, that would disqualify the DRB member under Section 2.4, above, or that would change a DRB member's responses to the disclosure statement; in any event, each DRB member must update the disclosure statement annually or as requested by the Owner.

2.6 If for any reason a DRB member fails or is unable to serve, or violates any of the criteria in Section 2.4 (e.g., failing to disclose a relationship), the Chair (or failing the action of the Chair, then either of the other members) shall inform the Contracting Parties and such non-serving member shall be replaced in the same manner as the member being replaced was selected. A DRB member may withdraw from the DRB upon not less than four (4) weeks written notice to the Contracting Parties and to the other DRB members. A DRB member may be removed for or without cause by his or her original appointer or appointers; the Owner may remove the Owner-appointed DRB member, the Contractor may remove the Contractor-appointed member, and the Owner/Contractor-appointed members may jointly agree to remove the third member; this procedure applies except in the case of a conflict of interest, in which case the Contracting Parties may jointly agree to remove the DRB member in question. If the Contracting Parties disagree concerning whether a disclosure or conflict of interest renders a DRB member unable to serve by the criteria in Section 2.4, then the DRB member in question may be removed for cause upon the vote of one (1) of the Contracting Parties and the two (2) other DRB members, bearing in mind that the appearance of bias or impropriety by any DRB member may undermine the DRB process. The replacement DRB member shall be selected in the same manner as required by Section 2.2 above, except that if a removed member is not replaced within forty-five (45) calendar days after removal, and the delay is the result of an impasse, then the Contracting Parties shall engage, and equally share the cost of, a mediator skilled in construction disputes to assist in replacing the removed member. The removed DRB member shall not be entitled to additional compensation under the Three-Party Agreement, unless the Owner determines, in its sole discretion, that equitable circumstances exist to justify payment. Replacement shall be considered completed when a replacement DRB member executes the Three Party Agreement.

3.0 DRB PROCEDURES

3.1 The DRB will formulate procedures of operation that shall be flexible with respect to the functioning of the DRB and consistent with the existing procedures for contract administration. The DRB shall circulate proposed procedures of operation within fourteen (14) calendar days after the first meeting; within seven (7) calendar days of receiving the proposed procedures of operation, the Contracting Parties shall review the proposed procedures of operation and circulate to the DRB and to each other any proposed changes or comments. The DRB may, within its discretion, consider, accept, or discard any of the Contracting

Parties' proposed changes and comments, and shall circulate official procedures of operation within twenty-eight (28) calendar days after the first meeting; however, the Contracting Parties may by written agreement determine certain or all procedures of operation. The DRB may, from time to time, revise its procedures of operation within its discretion, whether on the DRB's own initiative, or at the request of any of the Contracting Parties. To the extent that the procedures of operation adopted by the DRB conflict with the Contract Documents, the Contract Documents prevail.

3.2 Each DRB member shall be provided a complete set of the Contract Documents. The Contracting Parties shall, before each DRB meeting, if requested by the DRB members, provide each member with copies of biweekly or monthly reports already in use on the Project. In consultation with the DRB, the Contracting Parties may also agree to provide other reports, documents or submittals generated in connection with administering the Contract Documents (e.g., requests for change orders, etc.).

3.3 The DRB will visit the Project once a month during the first three months of construction of the Project unless the Owner and Contractor decide otherwise. The Owner and Contractor shall together have the discretion to determine the frequency of meetings thereafter, unless a meeting is required to hear a disputed issue that could not be otherwise resolved by the Contracting Parties. The regularly scheduled meetings will typically be scheduled in connection with the Owner's Job Coordination Meetings (JCMs).

3.4 Each regularly scheduled DRB meeting will consist of an informal discussion of project progress and issues, and a field inspection of the Work. The DRB meetings will be attended by the DRB and representatives from the Owner and the Contractor. The field inspections will cover all active segments of the Work. The DRB will be accompanied by representatives of both the Owner and the Contractor during each field inspection. Soliciting any DRB member's advice or consultation regarding the Work or the Contract is expressly prohibited unless all Contracting Parties are present for such purposes.

3.5 After the first three regularly scheduled meetings, subsequent meetings do not have to take place at the Project site. The location and frequency of subsequent meetings will be agreed upon by the Owner, the Contractor and the DRB depending upon the progress of the Work. Each meeting will consist of an informal round table discussion and, if necessary, a field inspection of the Work. The round table discussions may include presentations from each of the Contracting Parties to the DRB addressing, without limitation, the following items: construction work accomplished since the last meeting, current status of the Work, the current and future schedule, payment status, potential future problems that may come before the DRB, proposed solutions to those problems, and an update regarding previously handled or ongoing problems. The Agenda for regularly scheduled meetings of the DRB will generally include the following:

- A. Meeting opened by the Chair of the DRB.
- B. Description by the Contractor of the work accomplished since the last meeting, current status of the work schedule, anticipated work to be completed prior to the next scheduled DRB meeting, potential problems and proposed solutions.
- C. Discussion by the Owner of work schedule, potential problems and any general observations of issues that might possibly become problems or disputes.
- D. Update by DRB on status of its advisory opinion of the resolution of a pending disputed matter, if applicable.
- E. If there is a new dispute, initial discussion commences with remarks by the Contracting Party raising the dispute, summarizing the issues involved and that Contracting Party's requested resolution. The other Contracting Party will then respond with their positions. The DRB may request additional information from the Parties regarding the dispute.

- F. If there is an ongoing dispute that has not yet been resolved, each Contracting Party shall address information previously requested by the DRB followed by the responses of the other Contracting Party.
- G. If the Contracting Parties have reached an impasse over resolution of the dispute, the DRB shall set the date and time for a DRB Hearing on the dispute, in accordance with Section 4.0 below.
- H. Set a place, date and time for next regularly scheduled DRB meeting.
- I. A site visit may be conducted, at the discretion of the DRB, which shall be accompanied by both Contracting Parties.

3.6 During the regularly scheduled meetings, the DRB shall be provided, by the Owner, with an administrative assistant who shall prepare meeting minutes and circulate them for comments, revisions and/or approval by all concerned.

3.7 The Contracting Parties are strongly encouraged to participate in both regularly scheduled DRB meetings and DRB hearings without the presence of legal counsel, although each Contracting Party is free to consult with, without limitation, legal counsel, consultants, and technical experts before or after the meetings to prepare for or respond to DRB meeting issues. The presence of legal counsel is strongly disfavored and diminishes the efficacy of the DRB process. Legal counsel may not make presentations on behalf of the Contracting Parties, or address the DRB, unless the Contracting Parties involved in the dispute agree otherwise. If a Contracting Party intends to have legal counsel attend a DRB meeting or hearing, that Contracting Party shall notify the other Contracting Party and the DRB of that intention at least three (3) calendar days prior to the meeting or hearing; the other Contracting Parties involved in the dispute may respond promptly concerning whether they will also have legal counsel present.

4.0 RESOLUTION OF DISPUTES

4.1 Disputes will be considered as quickly as possible, taking into consideration the particular circumstances and the time required to prepare detailed documentation. Steps may be omitted as agreed by the Contracting Parties and the time periods stated below may be shortened in order to hasten resolution or lengthened when the issues are complex.

- A. If the Owner or Contractor objects to any final decision or position by the other regarding any claim or change order request or other action, and all avenues for resolving such objections by direct negotiation have been exhausted, then either Contracting Party may file a written request for hearing to the DRB, stating clearly the specific issue to be addressed by the DRB, the basis for the Contracting Party's objection to the final decision made by the other Contracting Party, and the requested relief sought in the advisory opinion of the DRB.
- B. Upon receipt by the DRB of a written request for hearing, the DRB will first decide when and where to conduct the meeting to hear the dispute. For an urgent matter, the DRB will meet at its earliest convenience.
- C. Prior to each DRB hearing on a disputed issue, each Contracting Party shall submit a Position Paper to the DRB which provides details of the dispute, the issues involved and that Contracting Party's requested resolution. A Contracting Party furnishing written documentation to the DRB shall also furnish copies of such information to the other Contracting Parties involved in the dispute. Initial written documentation will be furnished a minimum of twenty-one (21) calendar days prior to the date the DRB sets the meeting to hear the dispute. A Contracting Party may respond to the Position Papers submitted by the other Contracting Party with a Rebuttal which shall be submitted to the DRB and the other Contracting Party a minimum of ten (10) calendar days prior to the DRB meeting. If the DRB requests additional documentation prior to, during or after the meeting, the

appropriate Contracting Party will provide the requested information to the DRB and to the other Contracting Party. All written documentation provided and any written statements by the DRB and the participants shall be and remain settlement negotiations and shall not be admissible in any subsequent legal proceeding or arbitration, except for the limited purpose of demonstrating the performance of a condition precedent, and only to the extent necessary for that purpose; furthermore, each participant and the DRB shall not disseminate the written documentation or statements except to the DRB participants and their representatives or consultants or counsel (and except as may be required by applicable law).

- D. The DRB's initial advisory opinion concerning entitlement must be provided to the Contracting Parties in writing within twenty-eight (28) calendar days after completion of the hearing(s). If the Contracting Parties agree, the DRB may be granted additional time to formulate its advisory opinion concerning entitlement in cases of extreme complexity.
- E. Unless otherwise agreed by the Contracting Parties, the DRB's initial advisory opinion shall address matters of entitlement only, addressing whether, under the Contract Documents, relief is appropriate, and along with the other aspects of entitlement, whether each aspect of any claim or dispute has been timely noticed, substantiated, and, if applicable, certified as required by the Contract Documents.
- F. Within twenty-eight (28) calendar days after receiving the DRB's initial advisory opinion, the Contracting Parties involved in the dispute shall accept or reject the DRB's initial advisory opinion in writing, with notice of the acceptance or rejection to all Contracting Parties and the DRB. The failure of a Contracting Party to respond within this thirty (30) calendar day period will be deemed a rejection by such Contracting Party of the DRB's advisory opinion.
- G. If the DRB determines that there is no entitlement, then the DRB process shall be complete as to the claim or dispute in question and the Contracting Parties involved in the dispute may, in light of the DRB's determination, continue to attempt to negotiate a full resolution of the dispute or otherwise seek recourse as to the claim or dispute in accordance with the Contract.
- H. If the DRB determines that there is entitlement, the Contracting Parties shall carefully consider the DRB's advisory opinion and attempt to negotiate a full resolution of the dispute. If the Contracting Parties cannot agree on an amicable resolution of the dispute within forty-five (45) calendar days after the receipt of the DRB's initial written advisory opinion, then either Contracting Party may request that the DRB issue a final advisory opinion to address the entire dispute in accordance with the Contract, including an advisory opinion proposing equitable adjustment to the Contract and/or an extension or reduction of time, if applicable. The DRB will then schedule an additional hearing to facilitate the rendition of a final advisory opinion.
- I. Prior to each such additional DRB hearing, each Contracting Party shall submit a Position Paper and Rebuttal to the DRB which provides details of the proposed final resolution of the dispute, based on the DRB's initial advisory opinion regarding entitlement, following the procedure and timeline described above in Paragraph C.
- J. The DRB's final advisory opinion must be provided to the Contracting Parties involved in the dispute in writing within twenty-eight (28) calendar days after the completion of each such additional DRB hearing.
- K. Within forty-five (45) calendar days after receiving the DRB's final advisory opinion, the Contracting Parties shall accept or reject the DRB's final advisory opinion in writing, with notice of the acceptance or rejection to the Contracting Parties and the DRB. The failure of a Contracting Party to respond within the forty-five (45) calendar day period will be deemed a rejection by such Contracting Party of the DRB's final advisory opinion.
 - a. If the Contracting Parties involved in the dispute are able to resolve the dispute (with or without the aid of the DRB's advisory opinions), then the Owner will promptly process any required Contract Modification.
- L. If the DRB's final advisory opinion is rejected by a Contracting Party, then any Contracting Party may seek recourse in accordance with the Contract.

4.2 The Owner and the Contractor shall have representatives at all dispute resolution hearings. The Contracting Party requesting the DRB hearing will first discuss the dispute, followed by the other Contracting Party. Each Contracting Party will then be allowed successive rebuttals until all aspects are fully covered. The DRB members and the Contracting Parties may ask questions, request clarification or ask for additional data. In large or complex cases, additional meetings may be necessary in order to consider and fully understand all of the information presented by both Contracting Parties. During the meetings, no DRB member will express any opinion concerning the merit of any facet of the dispute.

4.3 After the DRB hearing is concluded, the DRB will meet in private to formulate advisory opinions supported by two (2) or more members. As set forth above, the DRB's advisory opinion must be in writing and provided to both Contracting Parties. The advisory opinion shall be based on the pertinent Contract provisions, the documents submitted and the facts and circumstances involved in the dispute.

4.4 The DRB will make every effort to issue unanimous advisory opinions. If a unanimous advisory opinion is not possible, the dissenting member may, but is not required to, prepare a minority advisory opinion.

4.5 The fact that the DRB considered the dispute, the qualifications of the DRB members, the DRB's advisory opinion, the DRB meetings, whether the Contracting Parties accepted or rejected the DRB's advisory opinion and all information submitted or statements made in connection with the DRB process are settlement negotiations and are not admissible in any subsequent legal proceeding or arbitration, except for the limited purpose of demonstrating the performance of a condition precedent, and only to the extent necessary for that purpose.

4.6 In the absence of a change order or written agreement signed by the Contracting Parties, no advisory opinion of the DRB, whether initial or final or of any other form, is binding on the Contracting Parties in any way, even if all Contracting Parties accept the advisory opinion(s).

4.7 A request for reconsideration or clarification may be submitted to the DRB within fourteen (14) calendar days after the issuance of the advisory opinion but only if either of the following two conditions exist. Reconsideration and clarification should be in the exception, not the rule, and shall be granted sparingly within the DRB's sole discretion. Reconsideration shall not be granted merely so that a Contracting Party may repeat the same arguments or present arguments available to it when the dispute was heard initially.

A. Clarification. Should the dispute remain unresolved because of a bona fide lack of clear understanding of the DRB's advisory opinion, a Contracting Party may request that the DRB clarify specified portions of its advisory opinion. The request shall only specify the item where clarity is sought, and shall not involve renewed argument.

B. Reconsideration. A Contracting Party may request that the DRB reconsider a dispute upon the submission of new evidence or if it appears that the DRB clearly misunderstood or failed to consider relevant, material facts.

4.8 A request for reconsideration or clarification submitted prior to any deadline to take action with respect to an advisory opinion shall suspend all such deadlines for all Contracting Parties with respect to the advisory opinion in question; the DRB shall, with input from the Contracting Parties, determine and communicate new deadlines.

5.0 FEES AND EXPENSES OF DRB MEMBERS

5.1 The Owner and Contractor shall equally share the fees and expenses of all three DRB members for services rendered under the Three Party Agreement. The Owner shall provide a monetary allowance as indicated on the Bid or Proposal Form for its estimated share of the DRB fees and expenses. The Contractor shall include in its Bid or Proposal Price the amount the Contractor estimates is needed for its share of such fees and expenses. Should the Owner's total pro-rata share exceed the allowance during the performance of the DRB process, then the Owner shall process a change order to pay its additional share with the Contractor paying its additional share from its own funds. The Owner shall not be responsible for paying the Contractor's share of the DRB fees and expenses.

5.2 The Owner or the OAR will prepare for review and deliver to the DRB and the Contracting Parties, the minutes of meetings and provide administrative services, such as conference facilities and secretarial services. Each Contracting Party shall bear its own costs to copy and distribute written documentation submitted to the DRB and other Contracting Party. Additional copy charges, if any, shall be paid by the requesting Contracting Party. Each Contracting Party shall pay its own attorneys' fees and costs associated with participating in the DRB process.

5.3 If the DRB desires special services, such as legal consultation, accounting, data research and etc., both Contracting Parties must agree and the Contracting Parties will share the costs equally.

6.0 THREE PARTY AGREEMENT

6.1 The DRB members, the Owner and Contractor shall execute the Three Party Agreement as soon as reasonably possible after the members are selected.

7.0 PUBLIC RECORDS

7.1 Each DRB member and Contracting Party shall observe and comply with all applicable public records laws (i.e., Chapter 119, Florida Statutes). However, upon the receipt of a public records request, the parties to the Three Party Agreement shall immediately notify the Owner and obtain prior written consent from the Owner before releasing any public record. The Owner shall receive copies of all records provided to the DRB, and shall be the designated custodian of such records for the purposes of complying with the provisions of Chapter 119, and to the extent that the DRB and DRB members are "acting on behalf of" the Owner. Moreover, to the extent that a DRB member is "acting on behalf of" the Owner pursuant to Section 119.0701(1)(a), *Florida Statutes*, the DRB member must comply with Florida's public records laws; specifically, the DRB member must: (1) Keep and maintain public records required by the Owner to perform the service; (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, *Florida Statutes*, or as otherwise provided by law; (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 if the contractor does not transfer the records to the Owner; and (4) Upon completion of the contract, transfer, at no cost, to the Owner all public records in possession of the contractor or keep and maintain public records required by the Owner to perform the service. If the contractor transfers all public records to the Owner upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored

electronically must be provided to the Owner, upon request from the Owner's custodian of public records, in a format that is compatible with the information technology systems of the Owner.

8.0 LIABILITY OF DRB MEMBERS

8.1 No DRB member shall be personally liable for any act or omission in the scope of his or her capacity as a DRB member as provided in these Contract Documents, unless such DRB member acted in bad faith or with malicious purpose or in a manner exhibiting wanton or willful disregard of his or her responsibilities.

END OF SECTION 00 73 83.13

SECTION 00 73 83.19 – DISPUTE REVIEW BOARD THREE PARTY AGREEMENT

DISPUTE REVIEW BOARD THREE PARTY AGREEMENT

THIS THREE PARTY AGREEMENT, hereinafter called "**Agreement**", made and entered into this _____ day of _____, 20____, between the Greater Orlando Aviation Authority ("**Owner**") and _____ ("**Contractor**") and the Dispute Review Board, ("**Board**"), and consisting of three members: _____, _____, and _____.

WITNESSETH, that

WHEREAS, the Owner is now engaged in the construction of BP-, and

WHEREAS, the BP-S198 Terminal C Multi-Modal Connector Pedestrian Bridge and Rental Car Lobby contract provides for the establishment and operation of the Board to assist in resolving disputes and claims; and

WHEREAS, the Board is composed of three members, one selected by the Owner, one selected by the Contractor, and the third member selected by these two;

WHEREAS, each member has completed a Disclosure Statement which is attached hereto and made a part of this Agreement;

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I

DESCRIPTION OF WORK

In order to assist in the resolution of disputes and claims between the Contractor and the Owner, the Owner has provided, in the Contract, for the establishment of the Board. The intent of the Board is to fairly and impartially consider disputes placed before it and provide written advisory opinions for resolution of these disputes to both the Owner and the Contractor. The members of the Board shall perform the services necessary to participate in the Board's actions described in Section 00 73 83.13, Dispute Review Board, of the Contract Documents, which is incorporated herein by reference. The members of the Board shall be familiar with the Code of Ethics promulgated by the Dispute Review Board Foundation, and shall perform the services under this Agreement and described in Section 00 73 83.13 in accordance with that Code of Ethics.

II

TIME FOR BEGINNING AND COMPLETION

The Board is to be in operation throughout the life of the active Project until Final Payment.

III

PAYMENT

The Board members shall be paid by the Contractor for services rendered under this Agreement as provided hereinafter. Such payments shall be full compensation for work performed or services rendered, and for all labor, materials, supplies, equipment, and incidentals necessary to the operation of the Board. The Board members shall comply with all applicable portions of 48 CFR 31 (Federal Acquisition Regulations: Contract Cost Principals and Procedures), if applicable to the funding for the Contract.

All Inclusive Fee: Each Board Member will be paid a lump sum fee of \$1,200 per day for each day the Board meets for regularly scheduled project meetings. This daily rate includes salary and all expenses related to membership on the Board. In addition, Board members shall be compensated for a maximum of

four (4) hours per month at the rate of \$200 per hour for time spent reviewing project records outside of meeting days. Subsequent changes in the billing rate must be authorized by a Supplemental Agreement to this Agreement.

An all-inclusive per hearing cost of \$8,000 has been established for compensation for all members of the Board for participation in each hearing. The Board chairman will receive \$3,000 for participation in the hearing while the two remaining members will receive \$2,500 each. If an additional day is required for the hearing, additional compensation will be made for each additional day in the amount defined for a regularly scheduled project meetings. No other preparation costs will be reimbursed for each hearing.

If a Board member is required to travel more than 50 miles one way to attend a regularly scheduled meeting or a hearing, then each such member shall receive compensation for mileage at the current Standard Mileage Rates published by the Internal Revenue Service. In addition, if a member is required to spend a night associated with each regularly scheduled Board meeting or a hearing, lodging costs shall be reimbursed at the current Per Diem Rates for Orlando, Florida as published by the U.S. Government Services Administration (GSA). If air travel is required, such travel must be arranged by the Owner in accordance with the Owner's travel policy. No other compensation will be made for travel related expenses.

IV NO ASSIGNMENT

The Board members shall not assign any of the work of this Agreement.

V TERMINATION OF AGREEMENT

This Agreement may be terminated by mutual agreement of the Owner and the Contractor at any time, upon not less than four weeks written notice to all other parties. Board members may withdraw from the Board by providing four weeks written notice to all other parties. This Agreement will remain in force until another Dispute Review Board Three Party Agreement to replace it has been fully executed. Board members may be terminated for or without cause only by their original appointer; the Owner may only terminate the Owner-appointed member, the Contractor may only terminate the Contractor-appointed member, and the first two members must agree to terminate the third member, except in the instance of an apparent conflict of interest, when a member may be terminated for cause by a vote of both the other two members plus either the Owner or the Contractor.

VI INDEPENDENT CONSULTANT

The parties hereto mutually understand and agree that each Board member in the performance of duties on the Board is acting in the capacity of an independent consultant and not as an employee or agent of either the Owner or the Contractors. The parties agree that no Board member shall be personally liable for any act or omission in the scope of their capacity as a Board member pursuant to this Agreement unless such Board member acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of their responsibilities hereunder.

VII VENUE, APPLICABLE LAW

In the event that any party deems it necessary to institute legal action or other proceedings to enforce any right or obligation under this Agreement, the parties hereto agree that any such action shall be brought in Orange County, Florida the exclusive venue for such action, and shall be governed by Florida law.

**VIII
PUBLIC RECORDS**

Upon receipt of any public records request for documents, papers, letters, or other materials made or received by the parties to this Agreement, the parties hereto shall immediately notify the Owner and obtain prior written consent from the Owner before releasing such records. The Owner shall be afforded an opportunity to assert any privilege or exemption that is available under Florida law concerning the production of such records to third parties prior to production.

Each Board member and the Contractors shall observe and comply with all applicable public records laws (i.e., Chapter 119, *Florida Statutes*). The Owner shall receive copies of all records provided to the Board, and shall be designated the custodian of the Board and Board members' records for the purposes of complying with the provisions of Chapter 119, and to the extent that the Board and Board members are "acting on behalf of" the Owner.

Moreover, to the extent that the Board and the Board members are "acting on behalf of" the Owner pursuant to Section 119.0701(1)(a), *Florida Statutes*, the Board and the Board members must comply with Florida's public records laws; specifically, the Board and Board members must: (1) Keep and maintain public records required by the Owner to perform the service; (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, *Florida Statutes*, or as otherwise provided by law; (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 if the contractor does not transfer the records to the Owner; and (4) Upon completion of the contract, transfer, at no cost, to the Owner all public records in possession of the Board and the Board members or keep and maintain public records required by the Owner to perform the service. If the Board and Board members transfer all public records to the Owner upon completion of the contract, the Board and Board members shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Board or Board members keep and maintain public records upon completion of the contract, the Board or Board member 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.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, THE CONTRACTOR MUST CONTACT THE OWNER'S CUSTODIAN OF PUBLIC RECORDS, WHO CAN BE REACHED AT: www.orlandoairports.net/publicrecords; (407) 825-2400 (PHONE NUMBER); AND "GREATER ORLANDO AVIATION AUTHORITY, PUBLIC RECORDS" ONE JEFF FUQUA BOULEVARD, ORLANDO, FLORIDA 32827.

For the purposes of seeking information as set out in the above notice, and without any regard to or determination as to whether the Board or Board members are "acting on behalf of" the Owner pursuant to

Section 119.0701(1)(a), *Florida Statutes*, the Board, the Board members and the Contractors may be consider themselves "contractor[s]."

**IX
NO BONUS**

The parties hereto agree that they shall not agree to pay or receive any commission, percentage, bonus, or consideration of any nature, other than the payment provided for in Section III above, for their performance and services under this Agreement.

**X
CONVICTED VENDOR LIST**

The undersigned acknowledges the following notice: "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 proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount set forth in Florida Statutes, Section 287.017, for CATEGORY TWO, for a period of 36 months from the date of being placed on the convicted vendor list."

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Owner's Board Member

Contractor's Board Member

By: _____

By: _____

Board Selected Member

By: _____

Greater Orlando Aviation Authority

Contractor

By: _____

By: _____

Title: _____

Title: _____

DISCLOSURE STATEMENT

Pursuant to Section 00 73 83.13, of the BP-S198 Terminal C Multi-Modal Connector Pedestrian Bridge and Rental Car Lobby Contract Documents, each prospective member of the Dispute Review Board shall submit complete disclosure statements for the approval of both the Owner and the Contractor.

1. Please describe your experience or attach a recent biography or resume of experience. If previously provided, this part may be omitted:

2. It is vital to the success of the Dispute Review Board that the parties to the Contract have complete confidence in the DRB's impartiality. Therefore, please disclose any past or present relationship with the parties, directly or indirectly, whether financial, professional, social or of any other kind. See attached Disclosure Guide and Section 2.4 of the Dispute Review Board Specifications for assistance. If any relationships arise during the course of the DRB or if there is any change at any time in the biographical information that you have provided, it must also be disclosed. Any doubt should be resolved in favor of disclosure. If you are aware of such relationship, please describe it below.

☐ I have nothing to disclose

☐ I hereby disclose the following:

Contractor's DRB member

Dated

APPROVED:

Contractor

Greater Orlando Aviation Authority
(Owner)

By: _____

By: _____

Title: _____

Title: _____

DISCLOSURE GUIDE

The following should be used as a guideline for making disclosures. The term "Project participants" includes the Contractor, Owner, Owner's Authorized Representative (OAR), the Designer (Architect or Engineer), subcontractors, suppliers or the employer of other Dispute Review Board members.

1. Have you in the past or do you presently have a direct or indirect ownership or financial interest in any of the Project participants?
2. Except for services as a DRB member of the Owner's projects, have you in the past been an employee, contractor or consultant to any of the Project participants within a period of five years prior to the Contract award?
3. Have you in the past or do you presently have a personal, professional or business relationship with any of the Project participants?
4. Have you had any prior involvement in the Project (other than as a DRB member) of a nature that could be construed to compromise the ability to impartially resolve disputes?
5. Have you ever served as a DRB member for other projects in which any of the Project participants were parties?
6. Have you ever served as an arbitrator in a proceeding in which any of the Project participants were parties?
7. Have you ever served as an expert witness on behalf of any of the Project participants?
8. Have any of the Project participants appeared before you in past Dispute Review Board proceedings?
9. Have you ever sued or been sued by any of the Project participant.

SPECIAL PROVISIONS -
FEDERAL CONSTRUCTION CONTRACT CLAUSES AT AIRPORT FACILITIES

1.0 ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

2.0 BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this contract in accordance with General Conditions Article 14, or such other action that may be necessary to enforce the rights of the parties of this agreement. The Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

3.0 GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

4.0 CONTRACTUAL REQUIREMENTS PURSUANT TO CIVIL RIGHTS ACT OF 1964, TITLE VI (49 CFR PART 21)

Compliance with Nondiscrimination Requirements:

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

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, 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 Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 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);

- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (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);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq*) (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) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (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);
- 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, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)]; Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, *et seq.*

5.0 CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceed \$150,000.

6.0 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or

involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally- assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

7.0 COPELAND "ANTI-KICKBACK" ACT

Contractor must comply with the requirements of the Copeland "Anti-Kickback" Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

8.0 DAVIS-BACON REQUIREMENTS

1. Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination;

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate

(including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding. The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the Contractor, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such

benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR § 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at

<http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site.

The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

(2) That each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Sponsor, the Federal Aviation Administration, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR § 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered

in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements.

The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts.

The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR §§ 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR § 5.5.

7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR § 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC § 1001.

9.0 DISADVANTAGED BUSINESS ENTERPRISE - CONTRACT ASSURANCE (49 CFR § 26.13)

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (49 CFR § 26.29)

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from the Owner. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Owner. This clause applies to both DBE and non-DBE subcontractors.

Termination of DBE Subcontracts (49 CFR § 26.53(f))

The prime contractor must not terminate a DBE subcontractor listed in Exhibit A (or an approved substitute DBE firm) without prior written consent of the Owner. This includes, but is not limited to, instances in which

the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent of the Owner. Unless such consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

The Owner may provide such written consent only if the Owner agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR §26.53.

Before transmitting to the Owner its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to the Owner, of its intent to request to terminate and/or substitute, and the reason for the request.

The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise the Owner and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Owner should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), the Owner may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this section apply to preaward deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

10.0 FAIR LABOR STANDARDS

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers. The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

11.0 TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

12.0 EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other

sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION CONTRACT SPECIFICATIONS**

1. As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
- d. "Minority" includes:
 - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);
 - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female

utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's work force.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single- user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and

of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so

as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

13.0 OCCUPATIONAL SAFETY AND HEALTH ACT

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

14.0 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

15.0 PROHIBITION OF SEGREGATED FACILITIES

(a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.

(b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, 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 that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written

or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

16.0 PROCUREMENT OF RECOVERED MATERIALS

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or

The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

17.0 RIGHTS TO INVENTIONS

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 CFR § 401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

18.0 SEISMIC SAFETY IN DESIGN

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a "certification of compliance" that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

Seismic Safety in Construction

The Contractor agrees to ensure that all work performed under this contract, including work performed

by subcontractors, conforms to a building code standard that provides a level of seismic safety substantially equivalent to standards established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety.

19.0 VETERANS PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

SECTION APPENDIX A –DAVIS-BACON ACT REQUIREMENTS (29 CFR PART 5)

A copy of the current Davis-Bacon Wage Determination applicable to the Project is included on the following pages.

Superseded General Decision Number: FL20220218

State: Florida

Construction Type: Building

County: Orange County in Florida.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/06/2023
1	01/13/2023

ASBE0067-003 01/01/2021

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 30.12	13.11

CARP1905-003 06/01/2022

	Rates	Fringes
CARPENTER (Includes Form Work)...	\$ 25.65	12.85

* ELEV0139-002 01/01/2023

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 49.28	37.335+a+b

FOOTNOTE:

A. Employer contributions 8% of regular hourly rate to vacation pay credit for employee who has worked in business more than 5 years; Employer contributions 6% of regular hourly rate to vacation pay credit for employee who has worked in business less than 5 years.

Paid Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Veterans Day; Thanksgiving Day; The Friday after Thanksgiving Day; and Christmas Day.

ENGI0487-022 07/01/2016

	Rates	Fringes
OPERATOR: Forklift.....	\$ 23.25	9.20
OPERATOR: Mechanic.....	\$ 32.05	9.20
OPERATOR: Oiler.....	\$ 23.50	9.20

ENGI0673-016 05/01/2021

	Rates	Fringes
OPERATOR: Crane		
Gantry Crane; Bridge Crane..	\$ 30.57	14.60
Tower Crane; Crawler		
Crane; Truck Crane; Hydro		
Crane.....	\$ 32.92	14.60

IRON0402-001 10/01/2021

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 25.50	14.66

* SFFL0821-004 01/01/2023

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 31.28	21.90

SHEE0015-006 07/01/2022

	Rates	Fringes
SHEET METAL WORKER (Includes HVAC Duct Installation).....	\$ 25.00	16.62

* SUFL2014-027 08/16/2016

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 19.39	0.00
ELECTRICIAN, Includes Low Voltage Wiring.....	\$ 19.58	6.39
IRONWORKER, REINFORCING.....	\$ 22.81	11.58
IRONWORKER, STRUCTURAL.....	\$ 17.92	0.00
LABORER: Common or General, Including Cement Mason Tending and Pipelaying.....	\$ 13.59 **	4.28
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 18.69	3.27
OPERATOR: Bulldozer.....	\$ 15.40 **	1.90
OPERATOR: Grader/Blade.....	\$ 18.97	0.00
OPERATOR: Loader.....	\$ 17.83	0.00
OPERATOR: Roller.....	\$ 14.43 **	4.78
PAINTER: Brush, Roller and Spray.....	\$ 13.22 **	0.00
PIPEFITTER, Includes HVAC Pipe and Unit Installation.....	\$ 22.29	7.72
PLUMBER.....	\$ 19.42	0.00
ROOFER.....	\$ 17.60	1.39
TILE SETTER.....	\$ 17.25	1.74
TRUCK DRIVER: Dump Truck.....	\$ 12.95 **	2.28
TRUCK DRIVER: Lowboy Truck.....	\$ 14.24 **	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

 ** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20) or 13658 (\$12.15). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide

employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007

in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISIO"

SECTION 00 73 93 - SPECIAL CONDITIONS REGARDING CONSTRUCTION
AT AIRPORT FACILITIES

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SECTION 00 73 93 - SPECIAL CONDITIONS REGARDING CONSTRUCTION AT AIRPORT FACILITIES

ARTICLE 1 AIRPORT LAYOUT PLAN CHANGE REQUEST

- 1.1 Prior to the start of construction, the Contractor shall be required to review the FAA permit for the construction equipment and machinery planned to be used at the Airport for the Project. If there is any modification required, an amendment shall be filed to the FAA by the Contractor through the OAR. The review and approval process requires a minimum of forty-five (45) days. No construction equipment or machinery shall be permitted on the Airport property without prior approval from the FAA and the Owner. This construction equipment and machinery, with the approval, shall be marked and lighted in accordance with the FAA requirements or as shown and specified in the construction documents.

ARTICLE 2 RESTRICTIONS REGARDING AIR OPERATIONS AREA

- 2.1 The Contractor shall control its operations and the operations of its Subcontractors, Subconsultants and Suppliers so as to provide for the free and unobstructed movement of aircraft in the Air Operations Area ("AOA") of the Airport. When the Work requires the Contractor to conduct its operations within the AOA, the Work shall be coordinated with the Owner's operations department (through the Owner's Authorized Representative-OAR) at least seventy-two (72) hours prior to commencement. The Contractor shall not close an AOA until authorized by the OAR and until the necessary temporary markings and lighting are in place as provided in Paragraph 4, AOA CLOSURES.

ARTICLE 3 CONTRACTOR OPERATIONS ON THE AOA

- 3.1 Aircraft traffic will continue to use existing runways, aprons, and taxiways of the Airport during the time that Work under the Contract is being performed. The Contractor shall at all times conduct its Work so as to create no hindrance, hazard or obstacle to aircraft using the Airport and must, at all times, conduct the Work in conformance with requirements of the Owner and the FAA Chief Control Tower Operator or authorized representatives.
- 3.2 The Contractor shall identify each motorized vehicle or piece of construction equipment in conformance to the current edition FAA Advisory Circular 150/5370-2G, Operational Safety on Airports During Construction.
- 3.3 All runways, taxiways, and aprons which have been used by the Contractor's vehicles or equipment shall be returned to the condition existing prior to any closing or crossing and prior to the reopening of these areas to aircraft traffic. All existing wooded or grassed areas beyond the limit of Work damaged by the Contractor's operations shall be restored to its original condition by the Contractor.
- 3.4 If the Contractor is given approval to work at night, the Contractor shall provide lights at the work site and along the access route. Type, direction, number and location of lights shall be subject to the approval of the Owner and FAA Chief Control Tower Operator.
- 3.5 Open flame type lighting is prohibited on the AOA.

- 3.6 The Contractor is to develop and provide the Safety Plan Compliance Document (SPCD) for the project in conformance with the current edition of FAA Advisory Circular 150/5370-2G Operational Safety at Airports During Construction.

ARTICLE 4 AOA CLOSURES

- 4.1 If absolutely essential, in order to permit construction, runways or taxiways may be closed to aircraft operations during periods when weather or other conditions do not require its use by aircraft, upon advance written application by the Contractor to the Owner or its OAR on a form to be provided by the Owner. The Contractor will schedule and organize its Work so that a minimum of closings or crossing of runways and taxiways will be required during the performance of the Work.
- 4.2 When the Work requires closing an AOA of the Airport or portion of such area, the Contractor shall furnish, erect and maintain temporary markings and associated lighting conforming to the requirements of the current edition FAA Advisory Circular 150/5340-1M, Standards for Airport Markings.

ARTICLE 5 NAVAIDS AND OTHER SIGNALS

- 5.1 There are installed on the Airport FAA NAVAIDS or Owner NAVAIDS and other electronic and visual signals (hereinafter collectively NAVAIDS) which may include but not be limited to, ASR, UHF, NDB and VHF Receivers and Transmitters, National Weather Service Facilities, lighting, electric cables and controls relating to such NAVAIDS and facilities and other electric power cables serving other facilities. Such NAVAIDS, National Weather Service and other facilities and electric cables must be fully protected during the entire construction time. Work under this Contract can be accomplished in the vicinity of these facilities and cables only at approved periods of time, which approval is subject to withdrawal at any time because of changes in the weather, emergency conditions on the existing airfield areas, anticipation of emergency condition and for any other reason as determined by the OAR acting under the orders and instructions of the Owner or the designated FAA representative. Any instructions to the Contractor to clear any given area, at any time by the OAR, the Airport Director of Operations or the Air Traffic Control Tower (by radio or other means) shall be immediately executed. Construction work will be commenced in the cleared area only when additional instructions to this effect are issued. To the extent that they are known, the approximate locations of NAVAIDS, National Weather Service and other facilities have been indicated on the Contract Drawings. The Owner does not warrant or guaranty the accuracy or completeness of the location information relating to NAVAIDS, National Weather Service and other facilities appearing on the Contract Drawings. Any inaccuracy or omission shall not relieve the Contractor of its responsibility to protect such existing facilities from damage or unscheduled interruption of service.
- 5.2 Power and control cables leading to and from any NAVAIDS, National Weather Service and other facilities will be marked in the field by the Contractor, before any work in its general vicinity is started. Thereafter, through the entire time of this construction, they shall be protected from any possible damage.
- 5.3 These special provisions intend to make perfectly clear the need for protection of FAA NAVAID's, National Weather Service and other facilities and cables by this Contractor at all times.
- 5.4 The Contractor shall immediately repair at its expense, with identical material by skilled workers, any underground cables serving FAA NAVAIDS, National Weather Service and other Airport

facilities, which are damaged by its workers, equipment or work. Prior approval of the FAA must be obtained for the materials, workers, time of day or night, method of repairs, or for any temporary or permanent repairs the Contractor proposes to make to any FAA NAVAIDs, National Weather Service facilities or other cables and controls serving such NAVAIDs and facilities which are damaged by the Contractor. Prior approval by the Owner must be obtained for the materials, workers, time of day or night, method of repairs for any temporary or permanent repairs the Contractor proposes to make to any of the airport facilities and cables damaged by the Contractor.

ARTICLE 6 FAA REQUIRED PROVISIONS

6.1 Agreements with the United States and State of Florida.

6.1.1 This Contract shall be subject to all restrictions of record affecting the Airport and the use thereof, all Federal and Florida laws and regulations affecting the same, and shall be subject and subordinate to the provisions of any existing agreement between the Owner and the United States of America or the State of Florida, their boards, members, agencies or commissions and to future agreements between the foregoing relative to the operation or maintenance of the Airport, the execution of which may be required as a condition precedent to the expenditure of Federal or state funds for the development of the Airport, or as a condition precedent to the use of the Airport, or any part thereof, by the Contractor, the Owner or otherwise. All provisions hereof shall be subordinate to the right of the United States of America to terminate the right of the Contractor, the Owner, or others, to occupy or to use the Airport, or any part thereof, during the time of war or national emergency.

6.2 Fair Prices.

6.2.1 If the Contractor shall furnish any services to the public at the Airport, it shall furnish said services on a fair, equal and non-discriminatory basis to all users thereof and shall charge fair, reasonable and non-discriminatory prices for each unit of service, provided that the Contractor shall be allowed to make reasonable and non-discriminatory discounts or rebates or other similar types of price reductions to volume purchasers, if any.

6.3 Miscellaneous Provisions:

1. The Contractor will not erect or permit the erection on the Airport property of any permanent or temporary structure or facility which would interfere materially with the use, operation or future development of the Airport, or permit the generation of electronic emissions that would interfere with communications and navigation by aircraft using the Airport.
2. This Contract confers no right upon the Contractor to use any landing area or air navigation facility at the Airport, and hence, nothing contained in this Contract shall be construed to grant, or to authorize the granting of, an exclusive right for the use of any such landing area or air navigation facility in violation of Section 308 of the Federal Aviation Act of 1958.
3. The Contractor shall comply with all applicable Transportation Security Administration (TSA) regulations concerning Airport security, including but not limited to 49 CFR 1542 and the Airport Security Plan (ASP).
4. The Contractor shall not, in its operations hereunder, generate any odors, fumes, smoke, noise, glare, vibration, electronic emissions, soot, dust or atmospheric pollution, sewage, industrial or other wastes, in violation of any applicable law, regulation or procedure of any Federal, state, county or city authority having jurisdiction with respect to such matters.
5. The Owner reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Airport,

- together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation or flight in the said airspace, and for use of said airspace for landing on, taking off from or operating on the Airport.
6. The Contractor expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the Airport to such a height so as to comply with Federal Aviation Regulations, Part 77.
 7. The Contractor agrees for itself and its Subcontractors to require any lights on the Airport to be constructed, focused or arranged in a manner that will prevent the lights from casting beams in an upward direction so as to interfere with the vision of pilots in aircraft.
 8. If the FAA determines that any right or claim of right in or to the property herein creates an undue risk or interference with the operation of the Airport or the performance of or compliance with any covenants and conditions to which the use of the Airport is subject, said right or claim shall be extinguished or modified in a manner acceptable to the FAA.

ARTICLE 7 USE OF SITE

- 7.1 Personal vehicles of employees and vehicles operated by vendors of goods or services will not be permitted beyond the Contractor's parking area.
- 7.2 No signs shall be placed on the site, nor shall any photographs be taken without the OAR's prior written consent. No visitors other than persons engaged in the Work shall be permitted on the construction site without the OAR's prior written consent.

ARTICLE 8 BARRICADES, WARNING SIGNS AND HAZARD MARKINGS

- 8.1 For work on the AOA, the following requirements are in addition to those prescribed in Section 01 50 00, Temporary Facilities and Controls.
- 8.2 The Contractor shall furnish, erect and maintain markings and associated lighting of open trenches, excavations, temporary stock piles and parked construction equipment that may be hazardous to the operation of emergency fire-rescue or maintenance vehicles on the Airport in reasonable conformance to the current edition FAA Advisory Circular 150/5370-2G, Operational Safety on Airports During Construction.
- 8.3 The Contractor shall furnish and erect all barricades, warning signs, and marking for hazards prior to commencing work which requires such erection and shall maintain the barricades, warning signs, and markings for hazards until their dismantling is approved in writing by the OAR.
- 8.4 The Contractor shall identify each motorized vehicle or piece of construction equipment in reasonable conformance to the most current version of AC 150/5370-2G, Operational Safety on Airports During Construction and AC 150/5210-5D, Painting, Marking, and Lighting of Vehicles Used on an Airport.
- 8.5 All cranes used on the site shall be marked in the following manner:
 1. During daylight hours, a flag shall be installed at the highest point of the equipment. The flag shall be aviation surface orange and be a minimum of five (5) feet square.
 2. During non-daylight hours, at least one steady burning light should be installed at the highest point of equipment on a horizontal plane in a manner to insure unobstructed visibility of aircraft at any normal angle of approach.

ARTICLE 9 CONTRACTOR'S RESPONSIBILITY FOR UTILITY SERVICE AND FACILITIES OF OTHERS

- 9.1 For work on the AOA, the following requirements are in addition to those prescribed in Section 01 50 00, Temporary Facilities and Controls.
- 9.2 To the extent that such public or private utility services, FAA or National Oceanic and Atmospheric Administration (NOAA) facilities, or utility services of other governmental agency are known by the Owner to exist within the limits of the Contract Work, the approximate locations have been indicated on the Contract Drawings.
- 9.3 The Contractor shall cooperate with the owner of any public or private utility service, FAA or NOAA, or a utility service of another governmental 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 Contractor shall control its operations to prevent the unscheduled interruption of such utility services and facilities.

ARTICLE 10 ARCHAEOLOGICAL AND HISTORICAL FINDINGS

- 10.1 Unless otherwise specified in the Contract Documents, the Contractor is advised that the site of the work is not within any property, district or site, and does not contain any building, structure or object listed in the current National Register of Historic Places published by the United States Department of the Interior.
- 10.2 Should the Contractor encounter, during its operations, any building, part of a building, structure, or object which is incongruous with its surroundings, the Contractor shall immediately cease operations in that location and notify the OAR. The OAR will investigate the Contractor's finding and will direct the Contractor to either resume or suspend operations.

ARTICLE 11 INSPECTION BY OTHERS

- 11.1 Pursuant to a Public Transportation Grant Agreement between the State of Florida Department of Transportation and the Owner, the State of Florida may pay a portion of the costs of this improvement. The construction work and labor shall be done in accordance with the laws affecting and regulations of the State of Florida Department of Transportation. The construction work and materials, therefore, will be subject to inspection by the State of Florida Department of Transportation or its agents as it or they may deem necessary; provided, however, that such inspections shall not be construed so as to make the State of Florida Department of Transportation a party to this Contract and shall not interfere with the performance of the obligations of any party to this Contract.

END OF SECTION 00 73 93

SECTION 00 73 93.01 - SECURITY AND BADGING AT AIRPORTS

PART 1 - GENERAL

1.1. RELATED DOCUMENTS

- A. The Contractor and their subcontractors shall comply with all security requirements specified herein.

1.2. DEFINITIONS

- A. AOA – Aircraft Operating Area
- B. Airport Identification Media – identification badge issued by the Owner
- C. Photo ID Badges (security) – photo identification badge issued by the Owner for Secured, Sterile and/or AOA areas
- D. Photo ID Badges (white) – photo identification badge issued by the Owner for non-security areas only
- E. Non-photo ID Badges (construction) – identification badge issued by the Owner for escorted access to Secured, Sterile and AOA areas
- F. Non-photo ID Badges (white) – identification badge issued by the Owner for escorted access to non-security areas only
- G. Automobile Decal – Owner issued emblem displayed on vehicle

1.3. CONTRACTOR PERSONNEL SECURITY ORIENTATION

- A. Prior to working in the construction area, the Contractor shall inform all Contractor personnel of these requirements and, from time to time, other security provisions adopted by the Owner. All new employees shall also be briefed on these requirements prior to working in the construction area. All authorized unescorted employees requiring access will receive security training prior to being issued identification media. All authorized signatories for each company requesting access will receive specialized training from the Access Control Office regarding processes, access and required documentation as well as fees.

1.4. ACCESS TO SITE

- A. Contractor's access the site as shown on the plans or as directed by the OAR. The Contractor shall not permit any unauthorized construction personnel or traffic on the site. The Contractor shall be responsible for traffic control to and from the various construction areas on the site. The Contractor is responsible for immediate cleanup of any debris deposited along any access road as a result of his/her construction traffic. Directional signage at the access gate and along the delivery route to the storage area or work site shall be as directed by the OAR. Should a construction gate

access the AOA, the Contractor shall coordinate with the Owner's Security through the Owner/OAR to request access point and schedule the Owner's security staff.

1.5. MATERIAL DELIVERY TO THE SITE

- A. All Contractor's material orders for delivery to the site shall use as a delivery address the access point at the Contractor's storage site at the airport to avoid delivery trucks from entering into the airport or taking short cuts through the perimeter gate and entering into aircraft operations areas inadvertently. Deliveries to the terminal facility or the AOA shall be arranged with the OAR prior to delivery to ensure no operational interruptions and the Owner will make arrangements for placement on the vendor list.

1.6. CONSTRUCTION AREA LIMITS

- A. The location of construction material storage areas, equipment storage areas, parking areas and other areas required for the Project will be requested by the Contractor and approval will be coordinated by the OAR. The Contractor shall erect and maintain suitable fencing, marking and/or warning devices suitable for both day/night use to delineate the perimeter of all such areas.

PART 2 - PRODUCTS (not applicable)

PART 3 - EXECUTION

3.1. AIRPORT IDENTIFICATION MEDIA, AUTOMOBILE DECALS AND KEY REQUEST APPLICATIONS

- A. Authorization to apply for any Airport Identification Media (badges), Automobile Decals and Key Requests will be in the form of an Introduction Letter signed by GOAA. Introduction letters will be provided for the Contractor and its subcontractors.
- B. The Contractor and each Subcontractor shall designate representatives, in writing on company letterhead (format to be provide by the Access Control Office), to be the authorized signatories for badge, decal and key requests. All authorized signatories must receive required training, even if they are not applying for an ID.
- C. All personnel applying for a pictured ID badge must attend an Airport Security Training Program class and, if applicable, a Vehicle Operating Class and/or Movement Area Training Class. The Computer Based Training Classes are provided on a walk in basis. The training office hours in Access Control Office are Monday through Friday from 0730 – 1400 hours.
- D. Any outstanding fees for badges, decals or keys will be deducted from Contractor's final payment.

3.2. BADGE APPLICATION PROCESS

- A. All new applicants requiring unescorted access to a Secured or Sterile area of the airport must undergo a Criminal History Records Check (CHRC), a Security Threat Assessment (STA), and are

subject to the requirements of Title 49 of the Code for Federal Regulations Part 1542 or 1544 and the Airport Security Improvement Act of 2000. The CHRC and STA typically take less than 7-10 calendar days but may take longer depending on applicant's history. If granted access, a pictured ID badge will be issued in a color representative of the work area.

- B. If an applicant has a Criminal History Record, their application must be reviewed by the Airport Security Coordinator. The applicant may be required to submit additional documentation. If an individual has ever pleaded guilty or nolo-contendere (no contest) to, had an adjudication withheld, been convicted or found not guilty by reason of insanity to any of the crimes listed in Title 49 of the Code of Federal Regulations, they may be prohibited access.
- C. Non-photo ID badges do not require a CHRC or fingerprinting.
- D. Badges will be issued for the duration of the project but no badges will be issued for longer than two years. In the event the project exceeds two years, an additional introduction letter requesting an extension will need to be submitted to the Access Control Department. Contractor personnel with movement area designations on their badge will be issued a badge with duration of one year from the date of the movement area training class. In the event a badge expires prior to renewal, Applicant will need to follow all new applicant procedures which include attendance of classes and fingerprinting. All outstanding and/or expired or non-returned badges and/or keys must be resolved, by paying fees or physically returning the badges(s) and/or key(s), before renewals, extensions or new badges and/or keys will be authorized.

3.3. FEES ASSOCIATED WITH ACCESS CONTROL MEDIA

- A. Identification Badges – new, renewal, additional insignia, removal of insignia, or name change.....\$25.00
- B. Non-returned Badges - (fee charged to employer).....\$100.00
- C. Lost identification badge – Replacement.....\$50.00
- D. Stolen Identification badge - No charge with proper documentation.....\$00.00
- E. Fingerprints.....\$27.00
- F. Security Background Check.....\$11.00
- G. Keys.....\$10.00
- H. Lost key replacement.....\$50.00
- I. Non-returned keys - (fee charged to employer).....\$50.00
- J. AOA Vehicle Decals.....\$25.00
- K. Fees can be paid by company check or cash at time of processing. The Owner will not reimburse Contractor for any fees or costs associated with the security requirements.

3.4. AUTOMOBILE DECAL REQUIREMENTS

- A. Applications for vehicle access to the AOA shall be obtained from the Authority's Construction Department. Applicant and vehicle must be covered by the Contractor's or Subcontractor's general and automobile liability insurance policies of not less than Five Million Dollars (\$5,000,000) for each policy and proof of insurance must be submitted, along with a copy of the vehicle registration, with the AOA Decal Form. A \$25.00 payment, per vehicle, must be submitted at this appointment.
- B. Automobile decals will expire on the expiration date of either the Project or the insurance, whichever is sooner.
- C. All vehicles must have AOA decals on the front and rear windows and have appropriate company logos on the right and left side of the vehicles. Logos shall be of a size to be seen from 100 feet and may be magnetic. Unless escorted, all drivers of vehicles on the AOA must attend a "Vehicle Operations" class and have the appropriate symbol added to the ID badge. Only employees with photo ID badges, permitted for driving, are allowed to drive on the AOA or to escort other vehicles.
- D. In the event a vehicle needs terminal access only, access to the terminal must be approved and company added to the authorized vendor list. A parking location must be obtained to park under the terminal.

3.5. VEHICLE REQUIREMENTS ENTERING AND DRIVING ON THE AOA TO ACCESS TERMINAL/AIRSIDES

- A. All unescorted vehicles must display valid AOA vehicle decals and appropriate company signage on exterior of vehicle.
- B. All vehicles will be searched before entering the AOA.
- C. Vehicles can be left unattended/parked in designated areas while on the AOA, including being parked in the baggage makeup areas, if authorized by OAR to be parked for project purposes.
- D. Vehicles left unattended shall remain unlocked with keys available.
- E. Coordinate with the Owner's Operations about parking in and around aircraft at Airsides, particularly international aircraft.
- F. Coordinate with the Owner's Operations regarding parking in the baggage makeup areas – vehicles will be towed if parked in non-designated areas.

3.6. VEHICLE REQUIREMENTS ENTERING AND DRIVING UNDER TERMINAL BUILDING

- A. All vehicles must display appropriate company signage on exterior of vehicle.
- B. All vehicles will be searched before entering terminal first level parking and loading dock areas.
- C. Vehicles can be left unattended while parked in the terminal first level parking and loading dock areas if permission from OAR is received.
- D. Vehicles must always be locked when left 'unattended'.

3.7. VEHICLE REQUIREMENTS NEAR TERMINAL AND TERMINAL TOP PARKING AREA

- A. OAR must coordinate authorization for access and parking near the Terminal, including Curbs, and Terminal Top parking area. Authorization will be project specific.
- B. All vehicles will be attended by contractor personnel at all times when located/parked at all commercial lanes, ticketing and baggage ramps, loading/off-loading operations.
- C. All contractor vehicles parked at the terminal building, commercial lanes, ticketing and baggage ramps, loading/off-loading operations must have the contractors name and logo on both sides of the vehicle.
- D. All contractor vehicles are subject to search when located near the terminal building.

3.8. CONSTRUCTION SITES/LAYDOWN AREAS

- A. Demising areas will be locked at all times with Owner's lock, unless attended by contractor personnel. Lock is available from Owner's lock shop.
- B. Stored materials located within the terminal/airsides area will be enclosed with demising wall/fencing and will be subject to searches.
- C. Dumpsters located within 300 feet of the terminal will be located inside a demised/fenced enclosure and will not be required to have a photo ID badged monitor.
- D. Dumpsters located in a public area (outside of a demised/fenced enclosure) will be required to have a photo ID badged monitor.
- E. Dumpsters will be emptied by the end of every business day.
- F. There shall also be a means to remove the dumpster within reasonable time due to an emergency or security issues.
- G. All prohibited items in the Sterile Area must be secured or controlled at all times.

3.9. SECURITY VIOLATIONS

- A. The Owner will enforce all security procedures. Any violators will have their Access removed for a minimum period of seven calendar days.
- B. An individual who has had access privileges removed may not be escorted into any security area during that time. Remedial security training must also be taken for security violations.

DURING PERIODS OF HEIGHTENED HOMELAND SECURITY ALERT LEVELS, ADDITIONAL SECURITY MEASURES WILL BE IMPOSED.

END OF SECTION 00 73 93.0

SECTION 00 73 93.03 - SPECIAL PROJECT PROCEDURES FOR SENSITIVE SECURITY
INFORMATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. 49 CFR parts 15 and 1520
- B. Florida Statutes sections 331.22, 119.071, and/or 281.301
- C. DHS Fm 11000_6 [Non-disclosure Agreement (NDA)]

1.2 DEFINITIONS

- A. SSI: Sensitive Security Information – also noted as (SSI) – is information that, if publicly released, would be detrimental to transportation security, as defined by Federal regulation 49 C.F.R. part 1520. Although SSI is not classified information, there are specific procedures for recognizing, marking, protecting, safely sharing, and destroying SSI. Persons receiving SSI are considered “covered persons” under the SSI regulation in order to carry out responsibilities related to transportation security and are obligated to protect this information from unauthorized disclosure.

1.3 DESCRIPTION

- A. General: The following information indicates requirements for access to, control of, and/or distribution of Project Documents Marked as Sensitive Security Information or SSI.
 - 1. You Must – Lock All SSI: Store SSI in a secure container such as a locked file cabinet or drawer (as defined by Federal regulation 49 C.F.R. part 1520.9 (a)(1)).
 - 2. You Must – When No Longer Needed, Destroy SSI: Destruction of SSI must be complete to preclude recognition or reconstruction of the information (as defined by Federal regulation 49 C.F.R. part 1520.19).
 - 3. You Must – Mark SSI: The regulation requires that even when only a small portion of a paper document contains SSI, every page of the document must be marked with the SSI header and footer shown at left (as defined by Federal regulation 49 C.F.R. part 1520.13). Alteration of the footer is not authorized.
- B. Reasonable steps must be taken to safeguard SSI. While the regulation does not define reasonable steps, the TSA SSI Branch offers the following best practices as examples of reasonable steps:

1. Use an SSI cover sheet on all SSI materials.
2. Electronic presentations (e.g., PowerPoint) should be marked with the SSI header on all pages and the SSI footer on the first and last pages of the presentation.
3. Spreadsheets should be marked with the SSI header on every page and the SSI footer on every page or at the end of the document.
4. Video and audio should be marked with the SSI header and footer on the protective cover when able and the header and footer should be shown and/or read at the beginning and end of the program.
5. CDs/DVDs should be encrypted or password-protected and the header and footer should be affixed to the CD/DVD.
6. Portable drives including "flash" or "thumb" drives should not themselves be marked, but the drive itself should be encrypted or all SSI documents stored on it should be password protected.
7. When leaving your computer or desk you must lock all SSI and you should lock or turn off your computer.
8. Taking SSI home is not recommended. If necessary, get permission from a supervisor and lock all SSI at home.
9. Do not handle SSI on computers that have peer-to-peer software installed on them or on your home computer.
10. Transmit SSI via email only in a password protected attachment, not in the body of the email. Send the password without identifying information in a separate email or by phone.
11. Passwords for SSI documents should contain at least eight characters, have at least one uppercase and one lowercase letter, contain at least one number, one special character and not be a word in the dictionary.
12. Faxing of SSI should be done by first verifying the fax number and that the intended recipient will be available promptly to retrieve the SSI.
13. SSI should be mailed by U.S. First Class mail or other traceable delivery service using an opaque envelope or wrapping. The outside wrapping (i.e. box or envelope) should not be marked as SSI.
14. Interoffice mail should be sent using an unmarked, opaque, sealed envelope so that the SSI cannot be read through the envelope.
15. SSI stored in network folders should either require a password to open or the network should limit access to the folder to only those with a need to know.
16. Properly destroy SSI using a cross-cut shredder or by cutting manually into less than ½ inch squares.
17. Properly destroy electronic records using any method that will preclude recognition or reconstruction.
18. Maintain an up-to-date record of all SSI Documents and list of persons with access to SSI Documents.

1.4 TRANSMISSION

- A. When transmitting SSI, the SSI marking must be applied to the transmittal document (letter, memorandum, or fax). The transmittal document must contain, if applicable, a disclaimer noting that it is no longer SSI when it is detached from the SSI it is

transmitting (transmittal e-mails do not need to contain this disclaimer), and a warning that if received by an unintended or different recipient, the sender must be notified immediately.

- B. When discussing or transmitting SSI to another individual(s), DHS Covered Persons must ensure that the individual with whom the discussion is to be held or the information is to be transferred has a valid Need-to-know. In addition, DHS Covered Persons must ensure that precautions are taken to prevent unauthorized individuals from overhearing the conversation, observing the materials, or otherwise accessing the information.
- C. SSI shall be mailed in a manner that offers reasonable protection of the sent materials and sealed in such a manner as to prevent inadvertent opening and show evidence of tampering.
- D. SSI may be mailed by U.S. Postal Service First Class Mail or an authorized commercial delivery service such as DHL or Federal Express.
- E. SSI may be entered into an inter-office mail system provided it is afforded sufficient protection to prevent unauthorized access, e.g., sealed envelope.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 ACKNOWLEDGEMENT OF SENSITIVE SECURITY INFORMATION

- A. The Owner has deemed components of this project to be of critical concern due to said component scope. As one of the bidders, you must execute this document to acknowledge the Security Sensitive Information (SSI) requirements and the proper Safeguarding of Sensitive but Unclassified Information.
- B. Below is the SSI language from 49 CFR Part 15.13 that will be incorporated into the all construction drawing sheets and on the project manual components that are SSI:

WARNING: This record contains Sensitive Security Information that is controlled under 49 CFR parts 15 and 1520 or that may be otherwise exempt from public disclosure pursuant to Florida Statutes sections 331.22, 119.071, and/or 281.301. No part of this record may be disclosed to persons without a "need to know", as defined in 49 CFR parts 15 and 1520, except with the written permission of both the Greater Orlando Aviation Authority and either the Administrator of the Transportation Security Administration or the Secretary of Transportation. Unauthorized release may result in civil penalty or other action.

C. Attached for your use and records is 49 CFR parts 15 and 1520. By execution of this document you are agreeing to the following:

1. This agreement is completed for the release of both electronic and hard copy bid documents, and any SSI documents related to Orlando International and Orlando Executive airports.
2. I am the duly authorized representative for:

Print Name and Title

Print Authorized Entity

Print Address

3. I have the express authority to sign this agreement and hereby consent to all conditions stated herein, in consideration of my being granted conditional access to certain information, specified in paragraph (1) above, that, is owned by, produced by, or in the possession of the Greater Orlando Aviation Authority.
4. Sensitive Security Information. I attest that I am familiar with, and I will comply with the standards for access, dissemination, handling, and safeguarding of SSI information as cited in this Agreement and in accordance with 49 CFR Part 1520, "Protection of Sensitive Security Information," "Policies and Procedures for Safeguarding and Control of SSI," as amended, and any supplementary guidance issued by an authorized official of the Department of Homeland Security.
5. By being granted conditional access to the information in paragraph (1), indicated above, I am obligated to protect this information from unauthorized disclosure. I will not disclose or release any information provided to me pursuant to this Agreement without proper authority or authorization. Only those persons who have a need to know may handle this information, and I will ensure that they will comply with all maintenance, safeguarding, dissemination, and handling requirements provided in 49 CFR Part 1520.
6. Neither the execution of this agreement nor the release of the records indicated in paragraph (1) above operates as a waiver of the confidential and exempt status of the records.
7. Violation of this nondisclosure agreement or of the attached federal regulations is grounds for a civil penalty and other enforcement or corrective action by DOT and DHS and, if awarded the contract, will be cause for termination.

Signature

Date

00 73 93.03 -

October 1, 2021

3.2 ATTACHMENTS

A. The following documents are attached:

1. 49 CFR Part 15
2. 49 CFR part 1520
3. Sensitive Security Information – Best Practices Guide for Non-DHS Employees and Contractors.
4. Sensitive Security Information – SSI Quick Reference Guide for DHS Employees and Contractors
5. DHS Form 11000-6 (08-04) – Department of Homeland Security Non-Disclosure Agreement.

END OF SECTION

49 CFR Part 15 – Protection of Sensitive Security Information

Office of the Secretary of Transportation

§ 15.1

§ 15.120 Evaluation and disposition of applications and proposals for research to be conducted or supported by a Federal department or agency.

(a) The department or agency head will evaluate all applications and proposals involving human subjects submitted to the Federal department or agency through such officers and employees of the Federal department or agency and such experts and consultants as the department or agency head determines to be appropriate. This evaluation will take into consideration the risks to the subjects, the adequacy of protection against these risks, the potential benefits of the research to the subjects and others, and the importance of the knowledge gained or to be gained.

(b) On the basis of this evaluation, the department or agency head may approve or disapprove the application or proposal, or enter into negotiations to develop an approvable one.

§ 15.121 [Reserved]

§ 15.122 Use of Federal funds.

Federal funds administered by a Federal department or agency may not be expended for research involving human subjects unless the requirements of this policy have been satisfied.

§ 15.123 Early termination of research support: Evaluation of applications and proposals.

(a) The department or agency head may require that Federal department or agency support for any project be terminated or suspended in the manner prescribed in applicable program requirements, when the department or agency head finds an institution has materially failed to comply with the terms of this policy.

(b) In making decisions about supporting or approving applications or proposals covered by this policy the department or agency head may take into account, in addition to all other eligibility requirements and program criteria, factors such as whether the applicant has been subject to a termination or suspension under paragraph (a) of this section and whether the applicant or the person or persons who

would direct or have directed the scientific and technical aspects of an activity have, in the judgment of the department or agency head, materially failed to discharge responsibility for the protection of the rights and welfare of human subjects (whether or not the research was subject to federal regulation).

§ 15.124 Conditions.

With respect to any research project or any class of research projects the department or agency head of either the conducting or the supporting Federal department or agency may impose additional conditions prior to or at the time of approval when in the judgment of the department or agency head additional conditions are necessary for the protection of human subjects.

**PART 15—PROTECTION OF
SENSITIVE SECURITY INFORMATION**

- 15.1 Scope
- 15.2 Terms used in this part
- 15.3 Sensitive security information
- 15.4 Covered persons
- 15.5 Restrictions on the disclosure of SSI
- 15.6 Persons with a need to know
- 15.7 Marking SSI
- 15.8 SSI disclosed by DOT
- 15.9 Consequences of unauthorized disclosure of SSI
- 15.10 Destruction of SSI

Authority: 49 U.S.C. 10119.

Source: 49 FR 20770, May 15, 2004, unless otherwise noted.

§ 15.1 Scope.

(a) *Applicability.* This part governs the maintenance, safeguarding, and disclosure of records and information that the Secretary of DOT has determined to be Sensitive Security Information, as defined in § 15.5. This part does not apply to the maintenance, safeguarding, or disclosure of classified national security information, as defined by Executive Order 12958, or to other sensitive unclassified information that is not SSI, but that nonetheless may be exempt from public disclosure under the Freedom of Information Act. In addition, in the case of information that has been designated as critical infrastructure information

§ 15.3

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under section 214 of the Homeland Security Act, the receipt, maintenance, or disclosure of such information by a Federal agency or employee is governed by section 214 and any implementing regulations, not by this part.

(b) *Delegation.* The authority of the Secretary under this part may be further delegated within DOT.

§ 15.3 Terms used in this part.

In addition to the terms in § 15.3 of this chapter, the following terms apply in this part:

Administrator means the Under Secretary of Transportation for Security referred to in 49 U.S.C. 114(b), or his or her designee.

Coast Guard means the United States Coast Guard.

Covered person means any organization, entity, individual, or other person described in § 15.7. In the case of an individual, *covered person* includes any individual applying for employment in a position that would be a covered person, or in training for such a position, regardless of whether that individual is receiving a wage, salary, or other form of payment. *Covered person* includes a person applying for certification or other form of approval that, if granted, would make the person a covered person described in § 15.7.

DHS means the Department of Homeland Security and any directorate, bureau, or other component within the Department of Homeland Security, including the United States Coast Guard.

DOT means the Department of Transportation and any operating administration, entity, or office within the Department of Transportation, including the Saint Lawrence Seaway Development Corporation and the Bureau of Transportation Statistics.

Federal Flight Deck Officer means a pilot participating in the Federal Flight Deck Officer Program under 49 U.S.C. 44921 and implementing regulations.

Maritime facility means any facility as defined in 33 CFR part 101.

Record includes any means by which information is preserved, irrespective of format, including a book, paper, drawing, map, recording, tape, film, photograph, machine-readable material, and any information stored in an

electronic format. The term *record* also includes any draft, proposed, or recommended change to any record.

Security contingency plan means a plan detailing response procedures to address a transportation security incident, threat assessment, or specific threat against transportation, including details of preparation, response, mitigation, recovery, and reconstitution procedures, continuity of government, continuity of transportation operations, and crisis management.

Security program means a program or plan and any amendments developed for the security of the following, including any comments, instructions, or implementing guidance:

(1) An airport, aircraft, or aviation cargo operation;

(2) A maritime facility, vessel, or port area; or

(3) A transportation-related automated system or network for information processing, control, and communications.

Security screening means evaluating a person or property to determine whether either poses a threat to security.

SSI means sensitive security information, as described in § 15.5.

Threat image projection system means an evaluation tool that involves periodic presentation of fictional threat images to operators and is used in connection with x-ray or explosives detection systems equipment.

TSA means the Transportation Security Administration.

Vulnerability assessment means any review, audit, or other examination of the security of a transportation infrastructure asset, airport, maritime facility, port area, vessel, aircraft, train, commercial motor vehicle, or pipeline, or a transportation-related automated system or network, to determine its vulnerability to unlawful interference, whether during the conception, planning, design, construction, operation, or decommissioning phase. A *vulnerability assessment* may include proposed, recommended, or directed actions or countermeasures to address security concerns.

§ 15.5 Sensitive security information.

(a) *In general.* In accordance with 49 U.S.C. § 40119(b)(1), SSI is information

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obtained or developed in the conduct of security activities, including research and development, the disclosure of which the Secretary of DOT has determined would:

(1) Constitute an unwarranted invasion of privacy (including, but not limited to, information contained in any personnel, medical, or similar file);

(2) Reveal trade secrets or privileged or confidential information obtained from any person; or

(3) Be detrimental to transportation safety.

(b) *Information constituting SSI.* Except as otherwise provided in writing by the Secretary of DOT in the interest of public safety or in furtherance of transportation security, the following information, and records containing such information, constitute SSI:

(1) *Security programs and contingency plans.* Any security program or security contingency plan issued, established, required, received, or approved by DOT or DHS, including—

(i) Any aircraft operator or airport operator security program or security contingency plan under this chapter;

(ii) Any vessel, maritime facility, or port area security plan required or directed under Federal law;

(iii) Any national or area security plan prepared under 46 U.S.C. 70103; and

(iv) Any security incident response plan established under 16 U.S.C. 70101.

(2) *Security Directives.* Any Security Directive or order:

(i) Issued by TSA under 49 CFR 1542.303, 1544.305, or other authority;

(ii) Issued by the Coast Guard under the Maritime Transportation Security Act, 33 CFR part 6, or 33 U.S.C. 1221 or seq. related to maritime security; or

(iii) Any comments, instructions, and implementing guidance pertaining thereto.

(3) *Information Circulars.* Any notice issued by DHS or DOT regarding a threat to aviation or maritime transportation, including any:

(i) Information Circular issued by TSA under 49 CFR 1542.303 or 1544.305, or other authority; and

(ii) Navigation or Vessel Inspection Circular issued by the Coast Guard related to maritime security.

(4) *Performance specifications.* Any performance specification and any de-

scription of a test object or test procedure, for:

(i) Any device used by the Federal government or any other person pursuant to any aviation or maritime transportation security requirements of Federal law for the detection of any weapon, explosive, incendiary, or destructive device or substance; and

(ii) Any communications equipment used by the Federal government or any other person in carrying out or complying with any aviation or maritime transportation security requirements of Federal law.

(5) *Vulnerability assessments.* Any vulnerability assessment directed, created, held, funded, or approved by the DOT, DHS, or that will be provided to DOT or DHS in support of a Federal security program.

(6) *Security inspection or investigative information.* (i) Details of any security inspection or investigation of an alleged violation of aviation or maritime transportation security requirements of Federal law that could reveal a security vulnerability, including the identity of the Federal special agent or other Federal employee who conducted the inspection or audit.

(ii) In the case of inspections or investigations performed by TSA, this includes the following information as to events that occurred within 12 months of the date of release of the information: the name of the airport where a violation occurred; the airport identifier in the case number; a description of the violation; the regulation allegedly violated; and the identity of any aircraft operator in connection with specific locations or specific security procedures. Such information will be released after the relevant 12-month period, except that TSA will not release the specific gate or other location on an airport where an event occurred, regardless of the amount of time that has passed since its occurrence. During the period within 12 months of the date of release of the information, TSA may release summaries of an aircraft operator's, but not an airport operator's, total security violations in a specified time range without identifying specific violations or locations. Summaries may include total enforcement actions, total proposed civil penalty amounts,

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DOT or DHS as critical to aviation or maritime transportation safety or security, including automated information security procedures and systems, security inspections, and vulnerability information concerning those systems.

(14) *Confidential business information.*

(i) Solicited or unsolicited proposals received by DHS or DOT, and negotiations arising therefrom, to perform work pursuant to a grant, contract, cooperative agreement, or other transaction, but only to the extent that the subject matter of the proposal relates to aviation or maritime transportation security measures.

(ii) Trade secret information, including information required or requested by regulation or Security Directive, obtained by DHS or DOT in carrying out aviation or maritime transportation security responsibilities; and

(iii) Commercial or financial information, including information required or requested by regulation or Security Directive, obtained by DHS or DOT in carrying out aviation or maritime transportation security responsibilities, but only if the source of the information does not customarily disclose it to the public.

(15) *Research and development.* Information obtained or developed in the conduct of research related to aviation or maritime transportation security activities, where such research is approved, accepted, funded, recommended, or directed by the DHS or DOT, including research results.

(16) *Other information.* Any information not otherwise described in this section that TSA determines is SSI under 49 U.S.C. 114(s) or that the Secretary of DOT determines is SSI under 49 U.S.C. 40119. Upon the request of another Federal agency, the Secretary of DOT may designate as SSI information not otherwise described in this section.

(c) *Loss of SSI designation.* The Secretary of DOT may determine in writing that information or records described in paragraph (b) of this section do not constitute SSI because they no longer meet the criteria set forth in paragraph (a) of this section.

§ 15.7 Covered persons.

Persons subject to the requirements of part 15 are:

(a) Each airport operator and aircraft operator subject to the requirements of Subchapter C of this title.

(b) Each indirect air carrier, as defined in 49 CFR 1540.5.

(c) Each owner, charterer, or operator of a vessel, including foreign vessel owners, charterers, and operators, required to have a security plan under Federal or international law.

(d) Each owner or operator of a maritime facility required to have a security plan under the Maritime Transportation Security Act, (Pub. L. 107-266), 46 U.S.C. 70101 *et seq.*, 33 CFR part 6, or 33 U.S.C. 1221 *et seq.*

(e) Each person performing the function of a computer reservation system or global distribution system for airline passenger information.

(f) Each person participating in a national or area security committee established under 46 U.S.C. 70112, or a port security committee.

(g) Each industry trade association that represents covered persons and has entered into a non-disclosure agreement with the DHS or DOT.

(h) DHS and DOT.

(i) Each person conducting research and development activities that relate to aviation or maritime transportation security and are approved, accepted, funded, recommended, or directed by DHS or DOT.

(j) Each person who has access to SSI, as specified in § 15.11.

(k) Each person employed by, contracted to, or acting for a covered person, including a grantee of DHS or DOT, and including a person formerly in such position.

(l) Each person for which a vulnerability assessment has been directed, created, held, funded, or approved by the DOT, DHS, or that has prepared a vulnerability assessment that will be provided to DOT or DHS in support of a Federal security program.

(m) Each person receiving SSI under § 15.30 15(d) or (e).

§ 15.9 Restrictions on the disclosure of SSI.

(a) *Duty to protect information.* A covered person must:

(1) Take reasonable steps to safeguard SSI in that person's possession

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of control from unauthorized disclosure. When a person is not in physical possession of SSI, the person must store it a secure container, such as a locked desk or file cabinet or in a locked room.

(2) Disclose, or otherwise provide access to, SSI only to covered persons who have a need to know, unless otherwise authorized in writing by TSA, the Coast Guard, or the Secretary of DOT.

(3) Refer requests by other persons for SSI to TSA or the applicable component or agency within DOT or DHS.

(4) Mark SSI as specified in § 15.13.

(5) Dispose of SSI as specified in § 15.19.

(b) *Unmarked SSI.* If a covered person receives a record containing SSI that is not marked as specified in § 15.13, the covered person must:

(1) Mark the record as specified in § 15.13; and

(2) Inform the sender of the record that the record must be marked as specified in § 15.13.

(c) *Duty to report unauthorized disclosure.* When a covered person becomes aware that SSI has been released to unauthorized persons, the covered person must promptly inform TSA or the applicable DOT or DHS component or agency.

(d) *Additional requirements for critical infrastructure information.* In the case of information that is both SSI and has been designated as critical infrastructure information under section 214 of the Homeland Security Act, any covered person who is a Federal employee in possession of such information must comply with the disclosure restrictions and other requirements applicable to such information under section 214 and any implementing regulations.

§ 15.11 Persons with a need to know.

(a) *In general.* A person has a need to know SSI in each of the following circumstances:

(1) When the person requires access to specific SSI to carry out transportation security activities approved, accepted, funded, recommended, or directed by DHS or DOT.

(2) When the person is in training to carry out transportation security activities approved, accepted, funded,

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recommended, or directed by DHS or DOT.

(3) When the information is necessary for the person to supervise or otherwise manage individuals carrying out transportation security activities approved, accepted, funded, recommended, or directed by the DHS or DOT.

(4) When the person needs the information to provide technical or legal advice to a covered person regarding transportation security requirements of Federal law.

(5) When the person needs the information to represent a covered person in connection with any judicial or administrative proceeding regarding those requirements.

(b) *Federal employees, contractors, and grantees.* (1) A Federal employee has a need to know SSI if access to the information is necessary for performance of the employee's official duties.

(2) A person acting in the performance of a contract with or grant from DHS or DOT has a need to know SSI if access to the information is necessary to performance of the contract or grant.

(c) *Background check.* The Secretary of DOT may make an individual's access to the SSI contingent upon satisfactory completion of a security background check and the imposition of procedures and requirements for safeguarding SSI that are satisfactory to the Secretary.

(d) *Need to know further limited by the DHS or DOT.* For some specific SSI, DHS or DOT may make a finding that only specific persons or classes of persons have a need to know.

(66 FR 20078, May 10, 2001, as amended at 70 FR 1361, Jan. 7, 2005)

§ 15.13 Marking SSI.

(a) *Marking of paper records.* In the case of paper records containing SSI, a covered person must mark the record by placing the protective marking conspicuously on the top, and the distribution limitation statement on the bottom, of—

(1) The outside of any front and back cover, including a binder cover or folder, if the document has a front and back cover;

(2) Any title page; and

(3) Each page of the document.

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(b) *Protective marking.* The protective marking is SENSITIVE SECURITY INFORMATION.

(c) *Distribution limitation statement.* The distribution limitation statement is:

WARNING: This record contains sensitive security information that is controlled under 49 CFR parts 15 and 1529. No part of this record may be disclosed to persons without a "need to know," as defined in 49 CFR parts 15 and 1529, except with the written permission of the Administrator of the Transportation Security Administration or the Secretary of Transportation. Unauthorized release may result in civil penalty or other action per U.S. government agencies. Public Release is governed by 5 U.S.C. 552 and 49 CFR parts 15 and 1529.

(d) *Other types of records.* In the case of non-paper records that contain SSI, including motion picture films, videotape recordings, audio recording, and electronic and magnetic records, a covered person must clearly and conspicuously mark the records with the protective marking and the distribution limitation statement such that the viewer or listener is reasonably likely to see or hear them when obtaining access to the contents of the record.

§ 15.15 SSI disclosed by DOT.

(a) *In general.* Except as otherwise provided in this section, and notwithstanding the Freedom of Information Act (5 U.S.C. 552), the Privacy Act of U.S.C. 552a, and other laws, records containing SSI are not available for public inspection or copying, nor does DOT release such records to persons without a need to know.

(b) *Disclosure under the Freedom of Information Act and the Privacy Act.* If a record contains both SSI and information that is not SSI, DOT, on a proper Freedom of Information Act or Privacy Act request, may disclose the record with the SSI redacted, provided the record is not otherwise exempt from disclosure under the Freedom of Information Act or Privacy Act.

(c) *Disclosures to committees of Congress and the General Accounting Office.* Nothing in this part precludes DOT from disclosing SSI to a committee of Congress authorized to have the information or to the Comptroller General, or to any authorized representative of the Comptroller General.

(d) *Disclosure in enforcement proceedings.* (1) *In general.* The Secretary of DOT may provide SSI to a person in the context of an administrative enforcement proceeding when, in the sole discretion of the Secretary, access to the SSI is necessary for the person to prepare a response to allegations contained in a legal enforcement action document issued by DOT.

(2) *Security background check.* Prior to providing SSI to a person under paragraph (d)(1) of this section, the Secretary of DOT may require the individual or, in the case of an entity, the individuals representing the entity, and their counsel, to undergo and satisfy, in the judgment of the Secretary of DOT, a security background check.

(e) *Other conditional disclosure.* The Secretary of DOT may authorize a conditional disclosure of specific records or information that constitute SSI upon the written determination by the Secretary that disclosure of such records or information, subject to such limitations and restrictions as the Secretary may prescribe, would not be detrimental to transportation safety.

(f) *Obligation to protect information.* When an individual receives SSI pursuant to paragraph (d) or (e) of this section that individual becomes a covered person under § 15.7 and is subject to the obligations of a covered person under this part.

(g) *No release under FOIA.* When DOT discloses SSI pursuant to paragraphs (b) through (e) of this section, DOT makes the disclosure for the sole purpose described in that paragraph. Such disclosure is not a public release of information under the Freedom of Information Act.

(h) *Disclosure of Critical Infrastructure Information.* Disclosure of information that is both SSI and has been designated as critical infrastructure information under section 214 of the Homeland Security Act is governed solely by the requirements of section 214 and any implementing regulations.

§ 15.17 Consequences of unauthorized disclosure of SSI.

Violation of this part is grounds for a civil penalty and other enforcement or corrective action by DOT, and appropriate personnel actions for Federal

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employees. Corrective action may include issuance of an order requiring retrieval of SSI to remedy unauthorized disclosure or an order to cease future unauthorized disclosure.

§ 15.19 Destruction of SSI.

(a) DOT. Subject to the requirements of the Federal Records Act (5 U.S.C. 160), including the duty to preserve records containing documentation of a Federal agency's policies, decisions, and essential transactions, DOT destroys SSI when no longer needed to carry out the agency's function.

(b) Other covered persons—(1) *In general.* A covered person must destroy SSI completely to preclude recognition or reconstruction of the information when the covered person no longer needs the SSI to carry out transportation security measures.

(2) *Exception.* Paragraph (b)(1) of this section does not require a State or local government agency to destroy information that the agency is required to preserve under State or local law.

**PART 17—INTERGOVERNMENTAL
REVIEW OF DEPARTMENT OF
TRANSPORTATION PROGRAMS
AND ACTIVITIES**

See

- 17.1 What is the purpose of these regulations?
- 17.2 What definitions apply to these regulations?
- 17.3 What programs and activities of the Department are subject to these regulations?
- 17.4 (Reserved)
- 17.5 What is the Secretary's obligation with respect to Federal interagency coordination?
- 17.6 What procedures apply to the selection of programs and activities under these regulations?
- 17.7 How does the Secretary communicate with state and local officials concerning the Department's programs and activities?
- 17.8 How does the Secretary provide states an opportunity to comment on proposed Federal financial assistance and direct Federal development?
- 17.9 How does the Secretary receive and respond to comments?
- 17.10 How does the Secretary make efforts to accommodate intergovernmental concerns?

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- 17.11 What are the Secretary's obligations in interstate situations?
- 17.12 How may a state simplify, consolidate, or substitute federally required state plans?
- 17.13 May the Secretary waive any provision of these regulations?

AUTHORITY: Executive Order 12372, July 14, 1982 (47 FR 30939), as amended April 8, 1983 (48 FR 15487); sec. 401 of the Intergovernmental Cooperation Act of 1968, as amended (51 U.S.C. 6506), sec. 204 of the Demonstration Cities and Metropolitan Development Act of 1966, as amended (42 U.S.C. 1334).

SOURCE: 49 FR 29272, June 24, 1984, unless otherwise noted.

§ 17.1 What is the purpose of these regulations?

(a) The regulations in this part implement Executive Order 12372, "Intergovernmental Review of Federal Programs," issued July 14, 1982, and amended on April 8, 1983. These regulations also implement applicable provisions of section 401 of the Intergovernmental Cooperation Act of 1968 and section 204 of the Demonstration Cities and Metropolitan Development Act of 1966.

(b) These regulations are intended to foster an intergovernmental partnership and a strengthened Federalism by relying on state processes and on state, areawide, regional and local coordination for review of proposed Federal financial assistance and direct Federal development.

(c) These regulations are intended to aid the internal management of the Department, and are not intended to create any right or benefit enforceable at law by a party against the Department or its officers.

§ 17.2 What definitions apply to these regulations?

Department means the U.S. Department of Transportation.

Order means Executive Order 12372, issued July 14, 1982, and amended April 8, 1983, and titled "Intergovernmental Review of Federal Programs."

Secretary means the Secretary of the U.S. Department of Transportation or an official or employee of the Department acting for the Secretary under a delegation of authority.

49 CFR Part 1520 – Protection of Sensitive Security Information



Displaying title 49, up to date as of 9/27/2021. Title 49 was last amended 9/27/2021.

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Title 49

PART 1520 - PROTECTION OF SENSITIVE SECURITY INFORMATION

Authority: 46 U.S.C. 70102-70106, 70117, 49 U.S.C. 114, 40113, 44901-44907, 44913-44914, 44916-44918, 44935-44936, 44942, 46105.

Source: 69 FR 28082, May 18, 2004, unless otherwise noted.

§ 1520.1 Scope.

- (a) **Applicability.** This part governs the maintenance, safeguarding, and disclosure of records and information that TSA has determined to be Sensitive Security Information, as defined in § 1520.5. This part does not apply to the maintenance, safeguarding, or disclosure of classified national security information, as defined by Executive Order 12968, or to other sensitive unclassified information that is not SSI, but that nonetheless may be exempt from public disclosure under the Freedom of Information Act. In addition, in the case of information that has been designated as critical infrastructure information under section 214 of the Homeland Security Act, the receipt, maintenance, or disclosure of such information by a Federal agency or employee is governed by section 214 and any implementing regulations, not by this part.
- (b) **Delegation.** The authority of TSA and the Coast Guard under this part may be further delegated within TSA and the Coast Guard, respectively.

§ 1520.3 Terms used in this part.

October 1, 2021

In addition to the terms in § 1500.3 of this chapter, the following terms apply in this part:

Administrator means the Under Secretary of Transportation for Security referred to in 49 U.S.C. 114(b), or his or her designee.

Coast Guard means the United States Coast Guard.

Covered person means any organization, entity, individual, or other person described in § 1520.7. In the case of an individual, covered person includes any individual applying for employment in a position that would be a covered person, or in training for such a position, regardless of whether that individual is receiving a wage, salary, or other form of payment. Covered person includes a person applying for certification or other form of approval that, if granted, would make the person a covered person described in § 1520.7.

Federal Flight Deck Officer means a pilot participating in the Federal Flight Deck Officer Program under 49 U.S.C. 44921 and implementing regulations.

Maritime facility means any facility as defined in 33 CFR part 101.

Rail secure area means "rail secure area" as defined in 49 CFR 1580.3.

Railroad carrier means "railroad carrier" as defined in 49 U.S.C. 20102(2).

Security contingency plan means a plan detailing response procedures to address a transportation security incident, threat assessment, or specific threat against transportation, including details of preparation, response, mitigation, recovery, and reconstitution procedures, continuity of government, continuity of transportation operations, and crisis management.

Security screening means evaluating a person or property to determine whether either poses a threat to security.

SSI means sensitive security information, as described in § 1520.5.

Threat image projection system means an evaluation tool that involves periodic presentation of fictional threat images to operators and is used in connection with x-ray or explosives detection systems equipment.

TSA means the Transportation Security Administration.

[69 FR 28082, May 18, 2004, as amended at 70 FR 41599, July 19, 2005, 73 FR 72172, Nov 26, 2008, 74 FR 47695, Sept 16, 2009, 85 FR 16499, Mar 23, 2020]

§ 1520.5 Sensitive security information.

- (a) *In general.* In accordance with 49 U.S.C. 114(s), SSI is information obtained or developed in the conduct of security activities, including research and development, the disclosure of which TSA has determined would -
- (1) Constitute an unwarranted invasion of privacy (including, but not limited to, information contained in any personnel, medical, or similar file);
 - (2) Reveal trade secrets or privileged or confidential information obtained from any person; or
 - (3) Be detrimental to the security of transportation.

- (b) **Information constituting SSI.** Except as otherwise provided in writing by TSA in the interest of public safety or in furtherance of transportation security, the following information, and records containing such information, constitute SSI:
- (1) **Security programs, security plans, and contingency plans.** Any security program, security plan, or security contingency plan issued, established, required, received, or approved by DHS or DOT, including any comments, instructions, or implementing guidance, including -
 - (i) Any aircraft operator, airport operator, fixed base operator, or air cargo security program, or security contingency plan under this chapter,
 - (ii) Any vessel, maritime facility, or port area security plan required or directed under Federal law,
 - (iii) Any national or area security plan prepared under 46 U.S.C. 70103,
 - (iv) Any security incident response plan established under 46 U.S.C. 70104, and
 - (v) Any security program or plan required under subchapter D of this title
 - (2) **Security Directives.** Any Security Directive or order -
 - (i) Issued by TSA under 49 CFR 1542.303, 1544.305, 1548.19, or other authority,
 - (ii) Issued by the Coast Guard under the Maritime Transportation Security Act, 33 CFR part 6, or 33 U.S.C. 1221 et seq related to maritime security, or
 - (iii) Any comments, instructions, and implementing guidance pertaining thereto.
 - (3) **Information Circulars.** Any notice issued by DHS or DOT regarding a threat to aviation or maritime transportation, including any -
 - (i) Information circular issued by TSA under 49 CFR 1542.303, 1544.305, 1548.19, or other authority; and
 - (ii) Navigation or Vessel Inspection Circular issued by the Coast Guard related to maritime security.
 - (4) **Performance specifications.** Any performance specification and any description of a test object or test procedure, for -
 - (i) Any device used by the Federal Government or any other person pursuant to any aviation or maritime transportation security requirements of Federal law for the detection of any person, and any weapon, explosive, incendiary, or destructive device, item, or substance, and
 - (ii) Any communications equipment used by the Federal government or any other person in carrying out or complying with any aviation or maritime transportation security requirements of Federal law.
 - (5) **Vulnerability assessments.** Any vulnerability assessment directed, created, held, funded, or approved by the DOT, DHS, or that will be provided to DOT or DHS in support of a Federal security program.
 - (6) **Security inspection or investigative information.**
 - (i) Details of any aviation, maritime, or surface transportation inspection, or any investigation or an alleged violation of aviation, maritime, or surface transportation security requirements of Federal law, that could reveal a security vulnerability, including

the identity of the Federal special agent or other Federal employee who conducted the inspection or investigation, and including any recommendations concerning the inspection or investigation.

- (ii) In the case of inspections or investigations performed by TSA, this includes the following information as to events that occurred within 12 months of the date of release of the information: the name of the airport where a violation occurred, the airport identifier in the case number, a description of the violation, the regulation allegedly violated, and the identity of any aircraft operator in connection with specific locations or specific security procedures. Such information will be released after the relevant 12-month period, except that TSA will not release the specific gate or other location on an airport where an event occurred, regardless of the amount of time that has passed since its occurrence. During the period within 12 months of the date of release of the information, TSA may release summaries of an aircraft operator's, but not an airport operator's, total security violations in a specified time range without identifying specific violations or locations. Summaries may include total enforcement actions, total proposed civil penalty amounts, number of cases opened, number of cases referred to TSA or FAA counsel for legal enforcement action, and number of cases closed.
- (7) **Threat information.** Any information held by the Federal government concerning threats against transportation or transportation systems and sources and methods used to gather or develop threat information, including threats against cyber infrastructure.
- (8) **Security measures.** Specific details of aviation, maritime, or surface transportation security measures, both operational and technical, whether applied directly by the Federal government or another person, including the following:
 - (i) Security measures or protocols recommended by the Federal government.
 - (ii) Information concerning the deployments, numbers, and operations of Coast Guard personnel engaged in maritime security duties and Federal Air Marshals, to the extent it is not classified national security information, and
 - (iii) Information concerning the deployments and operations of Federal Flight Deck Officers, and numbers of Federal Flight Deck Officers aggregated by aircraft operator.
 - (iv) Any armed security officer procedures issued by TSA under 49 CFR part 1562.
- (9) **Security screening information.** The following information regarding security screening under aviation or maritime transportation security requirements of Federal law:
 - (i) Any procedures, including selection criteria and any comments, instructions, and implementing guidance pertaining thereto, for screening of persons, accessible property, checked baggage, U.S. mail, stores, and cargo, that is conducted by the Federal government or any other authorized person.
 - (ii) Information and sources of information used by a passenger or property screening program or system, including an automated screening system.
 - (iii) Detailed information about the locations at which particular screening methods or equipment are used, only if determined by TSA to be SSI.
 - (iv) Any security screener test and scores of such tests.
 - (v) Performance or testing data from security equipment or screening systems.
 - (vi) Any electronic image shown on any screening equipment monitor, including threat images and descriptions of threat images for threat image projection systems.

- (10) **Security training materials.** Records created or obtained for the purpose of training persons employed by, contracted with, or acting for the Federal government or another person to carry out aviation, maritime, or surface transportation security measures required or recommended by DHS or DOT.
- (11) **Identifying information of certain transportation security personnel.**
 - (i) Lists of the names or other identifying information that identify persons as -
 - (A) Having unescorted access to a secure area of an airport, a rail secure area, or a secure or restricted area of a maritime facility, port area, or vessel.
 - (B) Holding a position as a security screener employed by or under contract with the Federal government pursuant to aviation or maritime transportation security requirements of Federal law, where such lists are aggregated by airport.
 - (C) Holding a position with the Coast Guard responsible for conducting vulnerability assessments, security boardings, or engaged in operations to enforce maritime security requirements or conduct force protection.
 - (D) Holding a position as a Federal Air Marshal; or
 - (ii) The name or other identifying information that identifies a person as a current, former, or applicant for Federal Flight Deck Officer.
- (12) **Critical transportation infrastructure asset information.** Any list identifying systems or assets, whether physical or virtual, so vital to the aviation, maritime, or surface transportation that the incapacity or destruction of such assets would have a debilitating impact on transportation security, if the list is -
 - (i) Prepared by DHS or DOT; or
 - (ii) Prepared by a State or local government agency and submitted by the agency to DHS or DOT.
- (13) **Systems security information.** Any information involving the security of operational or administrative data systems operated by the Federal government that have been identified by the DOT or DHS as critical to aviation or maritime transportation safety or security, including automated information security procedures and systems, security inspections, and vulnerability information concerning those systems.
- (14) **Confidential business information.**
 - (i) Solicited or unsolicited proposals received by DHS or DOT, and negotiations arising therefrom, to perform work pursuant to a grant, contract, cooperative agreement, or other transaction, but only to the extent that the subject matter of the proposal relates to aviation or maritime transportation security measures;
 - (ii) Trade secret information, including information required or requested by regulation or Security Directive, obtained by DHS or DOT in carrying out aviation or maritime transportation security responsibilities; and
 - (iii) Commercial or financial information, including information required or requested by regulation or Security Directive, obtained by DHS or DOT in carrying out aviation or maritime transportation security responsibilities, but only if the source of the information does not customarily disclose it to the public.

- (15) *Research and development.* Information obtained or developed in the conduct of research related to aviation, maritime, or surface transportation, where such research is approved, accepted, funded, recommended, or directed by DHS or DOT, including research results.
- (16) *Other information.* Any information not otherwise described in this section that TSA determines is SSI under 49 U.S.C. 114(s) or that the Secretary of DOT determines is SSI under 49 U.S.C. 40119. Upon the request of another Federal agency, TSA or the Secretary of DOT may designate as SSI information not otherwise described in this section.
- (c) *Loss of SSI designation.* TSA or the Coast Guard may determine in writing that information or records described in paragraph (b) of this section do not constitute SSI because they no longer meet the criteria set forth in paragraph (a) of this section.

[69 FR 28082, May 18, 2004, as amended at 70 FR 41599, July 19, 2005, 71 FR 30507, May 26, 2006, 73 FR 72172, Nov. 26, 2008, 74 FR 47695, Sept. 16, 2009, 85 FR 16499, Mar. 23, 2020]

§ 1520.7 Covered persons.

Persons subject to the requirements of part 1520 are:

- (a) Each airport operator, aircraft operator, and fixed base operator subject to the requirements of subchapter C of this chapter, and each armed security officer under subpart B of part 1562.
- (b) Each indirect air carrier (IAC), as described in 49 CFR part 1548, and each certified cargo screening facility and its personnel, as described in 49 CFR part 1549.
- (c) Each owner, charterer, or operator of a vessel, including foreign vessel owners, charterers, and operators, required to have a security plan under Federal or International law.
- (d) Each owner or operator of a maritime facility required to have a security plan under the Maritime Transportation Security Act (Pub L. 107-295), 46 U.S.C. 70101 et seq., 33 CFR part 6, or 33 U.S.C. 1221 et seq.
- (e) Each person performing the function of a computer reservation system or global distribution system for airline passenger information.
- (f) Each person participating in a national or area security committee established under 46 U.S.C. 70112, or a port security committee.
- (g) Each industry trade association that represents covered persons and has entered into a non-disclosure agreement with the DHS or DOT.
- (h) DHS and DOT.
- (i) Each person conducting research and development activities that relate to aviation or maritime transportation security and are approved, accepted, funded, recommended, or directed by DHS or DOT.
- (j) Each person who has access to SSI, as specified in § 1520.11.
- (k) Each person employed by, contracted to, or acting for a covered person, including a grantee of DHS or DOT, and including a person formerly in such position.
- (l) Each person for which a vulnerability assessment has been directed, created, held, funded, or approved by the DOT, DHS, or that has prepared a vulnerability assessment that will be provided to DOT or DHS in support of a Federal security program.
- (m) Each person receiving SSI under § 1520.15(d) or (e).

- (ii) Each owner/operator of maritime or surface transportation subject to the requirements of subchapter D of this chapter.

{69 FR 28082, May 18, 2004, as amended at 70 FR 41600, July 19, 2005; 73 FR 72173, Nov 26, 2008; 74 FR 47695, Sept 16, 2009; 76 FR 51867, Aug 18, 2011; 85 FR 16499, Mar 23, 2020}

§ 1520.9 Restrictions on the disclosure of SSI.

- (a) *Duty to protect information.* A covered person must -

- (1) Take reasonable steps to safeguard SSI in that person's possession or control from unauthorized disclosure. When a person is not in physical possession of SSI, the person must store it a secure container, such as a locked desk or file cabinet or in a locked room.
- (2) Disclose, or otherwise provide access to, SSI only to covered persons who have a need to know, unless otherwise authorized in writing by TSA, the Coast Guard, or the Secretary of DOT.
- (3) Refer requests by other persons for SSI to TSA or the applicable component or agency within DOT or DHS.
- (4) Mark SSI as specified in § 1520.13.
- (5) Dispose of SSI as specified in § 1520.19.

- (b) *Unmarked SSI.* If a covered person receives a record containing SSI that is not marked as specified in § 1520.13, the covered person must -

- (1) Mark the record as specified in § 1520.13, and
- (2) Inform the sender of the record that the record must be marked as specified in § 1520.13.

- (c) *Duty to report unauthorized disclosure.* When a covered person becomes aware that SSI has been released to unauthorized persons, the covered person must promptly inform TSA or the applicable DOT or DHS component or agency.

- (d) *Additional Requirements for Critical Infrastructure Information.* In the case of information that is both SSI and has been designated as critical infrastructure information under section 214 of the Homeland Security Act, any covered person who is a Federal employee in possession of such information must comply with the disclosure restrictions and other requirements applicable to such information under section 214 and any implementing regulations.

§ 1520.11 Persons with a need to know.

- (a) *In general.* A person has a need to know SSI in each of the following circumstances.

- (1) When the person requires access to specific SSI to carry out transportation security activities approved, accepted, funded, recommended, or directed by DHS or DOT.
- (2) When the person is in training to carry out transportation security activities approved, accepted, funded, recommended, or directed by DHS or DOT.
- (3) When the information is necessary for the person to supervise or otherwise manage individuals carrying out transportation security activities approved, accepted, funded, recommended, or directed by the DHS or DOT.
- (4) When the person needs the information to provide technical or legal advice to a covered person regarding transportation security requirements of Federal law.

- (5) When the person needs the information to represent a covered person in connection with any judicial or administrative proceeding regarding those requirements.
- (b) *Federal, State, local, or tribal government employees, contractors, and grantees.*
 - (1) A Federal, State, local, or tribal government employee has a need to know SSI if access to the information is necessary for performance of the employee's official duties, on behalf or in defense of the interests of the Federal, State, local, or tribal government.
 - (2) A person acting in the performance of a contract with or grant from a Federal, State, local, or tribal government agency has a need to know SSI if access to the information is necessary to performance of the contract or grant.
- (c) *Background check.* TSA or Coast Guard may make an individual's access to the SSI contingent upon satisfactory completion of a security background check or other procedures and requirements for safeguarding SSI that are satisfactory to TSA or the Coast Guard.
- (d) *Need to know further limited by the DHS or DOT.* For some specific SSI, DHS or DOT may make a finding that only specific persons or classes of persons have a need to know.

[69 FR 28082, May 18, 2004, as amended at 70 FR 1382, Jan. 7, 2005, 73 FR 72173, Nov. 26, 2008]

§ 1520.13 Marking SSI.

- (a) *Marking of paper records.* In the case of paper records containing SSI, a covered person must mark the record by placing the protective marking conspicuously on the top, and the distribution limitation statement on the bottom, of -
 - (1) The outside of any front and back cover, including a binder cover or folder, if the document has a front and back cover.
 - (2) Any title page, and
 - (3) Each page of the document.
- (b) *Protective marking.* The protective marking is: SENSITIVE SECURITY INFORMATION
- (c) *Distribution limitation statement.* The distribution limitation statement is:

WARNING This record contains Sensitive Security Information that is controlled under 49 CFR parts 15 and 1520. No part of this record may be disclosed to persons without a "need to know", as defined in 49 CFR parts 15 and 1520, except with the written permission of the Administrator of the Transportation Security Administration or the Secretary of Transportation. Unauthorized release may result in civil penalty or other action. For U.S. government agencies, public disclosure is governed by 5 U.S.C. 552 and 49 CFR parts 15 and 1520.
- (d) *Other types of records.* In the case of non-paper records that contain SSI, including motion picture films, videotape recordings, audio recording, and electronic and magnetic records, a covered person must clearly and conspicuously mark the records with the protective marking and the distribution limitation statement such that the viewer or listener is reasonably likely to see or hear them when obtaining access to the contents of the record.

§ 1520.15 SSI disclosed by TSA or the Coast Guard.

- (a) ***In general.*** Except as otherwise provided in this section, and notwithstanding the Freedom of Information Act (5 U.S.C. 552), the Privacy Act (5 U.S.C. 552a), and other laws, records containing SSI are not available for public inspection or copying, nor does TSA or the Coast Guard release such records to persons without a need to know.
- (b) ***Disclosure under the Freedom of Information Act and the Privacy Act.*** If a record contains both SSI and information that is not SSI, TSA or the Coast Guard, on a proper Freedom of Information Act or Privacy Act request, may disclose the record with the SSI redacted, provided the record is not otherwise exempt from disclosure under the Freedom of Information Act or Privacy Act.
- (c) ***Disclosures to committees of Congress and the General Accounting Office.*** Nothing in this part precludes TSA or the Coast Guard from disclosing SSI to a committee of Congress authorized to have the information or to the Comptroller General, or to any authorized representative of the Comptroller General.
- (d) ***Disclosure in enforcement proceedings -***
 - (1) ***In general.*** TSA or the Coast Guard may provide SSI to a person in the context of an administrative enforcement proceeding when, in the sole discretion of TSA or the Coast Guard, as appropriate, access to the SSI is necessary for the person to prepare a response to allegations contained in a legal enforcement action document issued by TSA or the Coast Guard.
 - (2) ***Security background check.*** Prior to providing SSI to a person under paragraph (d)(1) of this section, TSA or the Coast Guard may require the individual or, in the case of an entity, the individuals representing the entity, and their counsel to undergo and satisfy, in the judgment of TSA or the Coast Guard, a security background check.
- (e) ***Other conditional disclosure.*** TSA may authorize a conditional disclosure of specific records or information that constitute SSI upon the written determination by TSA that disclosure of such records or information, subject to such limitations and restrictions as TSA may prescribe, would not be detrimental to transportation security.
- (f) ***Obligation to protect information.*** When an individual receives SSI pursuant to paragraph (d) or (e) of this section that individual becomes a covered person under § 1520.7 and is subject to the obligations of a covered person under this part.
- (g) ***No release under FOIA.*** When TSA discloses SSI pursuant to paragraphs (b) through (e) of this section, TSA makes the disclosure for the sole purpose described in that paragraph. Such disclosure is not a public release of information under the Freedom of Information Act.
- (h) ***Disclosure of Critical Infrastructure Information.*** Disclosure of information that is both SSI and has been designated as critical infrastructure information under section 214 of the Homeland Security Act is governed solely by the requirements of section 214 and any implementing regulations.

§ 1520.17 Consequences of unauthorized disclosure of SSI.

Violation of this part is grounds for a civil penalty and other enforcement or corrective action by DHS, and appropriate personnel actions for Federal employees. Corrective action may include issuance of an order requiring retrieval of SSI to remedy unauthorized disclosure or an order to cease future unauthorized disclosure.

§ 1520.19 Destruction of SSI.

- (a) *DHS*. Subject to the requirements of the Federal Records Act (5 U.S.C. 105), including the duty to preserve records containing documentation of a Federal agency's policies, decisions, and essential transactions, DHS destroys SSI when no longer needed to carry out the agency's function.
- (b) *Other covered persons* -
 - (1) *In general*. A covered person must destroy SSI completely to preclude recognition or reconstruction of the information when the covered person no longer needs the SSI to carry out transportation security measures.
 - (2) *Exception*. Paragraph (b)(1) of this section does not require a State or local government agency to destroy information that the agency is required to preserve under State or local law.

Sensitive Security Information – Best Practices Guide for Non-DHS Employees and Contractors

www.tsa.gov



Sensitive Security Information

Best Practices Guide for Non-DHS Employees and Contractors

The purpose of this hand-out is to provide transportation security stakeholders and non-DHS government employees and contractors with best practices for handling SSI. Best practices are not to be construed as legally binding requirements of, or official implementing guidance for, the SSI regulation.

What is SSI?

Sensitive Security Information (SSI) is information that, if publicly released, would be detrimental to transportation security, as defined by Federal regulation 49 C.F.R. part 1520.

Although SSI is not classified information, there are specific procedures for recognizing, marking, protecting, safely sharing, and destroying SSI. As persons receiving SSI in order to carry out responsibilities related to transportation security, you are considered "covered persons" under the SSI regulation and have special obligations to protect this information from unauthorized disclosure.

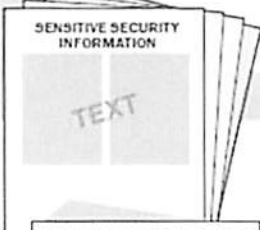
SSI Requirements

The SSI regulation mandates specific and general requirements for handling and protecting SSI.

You Must – Lock Up All SSI: Store SSI in a secure container such as a locked file cabinet or drawer (as defined by Federal regulation 49 C.F.R. part 1520.9 (a)(1)).

You Must – When No Longer Needed, Destroy SSI: Destruction of SSI must be complete to preclude recognition or reconstruction of the information (as defined by Federal regulation 49 C.F.R. part 1520.19).

You Must – Mark SSI: The regulation requires that even when only a small portion of a paper document contains SSI, every page of the document must be marked with the SSI header and footer shown at left (as defined by Federal regulation 49 C.F.R. part 1520.13). Alteration of the footer is not authorized.



WARNING: This record contains Sensitive Security Information that is controlled under 49 U.S.C. parts 15 and 1522. No part of this record may be disclosed to anyone without a "need to know" as defined in 49 C.F.R. parts 15 and 1522, except with the written permission of the Administrator of the Transportation Security Administration or the Secretary of Transportation. Unauthorized release may result in civil penalty or other action. For U.S. government agencies, public disclosure is governed by 5 U.S.C. 552 and 49 C.F.R. parts 15 and 1522.

Best Practices Guide

Reasonable steps must be taken to safeguard SSI. While the regulation does not define reasonable steps, the TSA SSI Branch offers these best practices as examples of reasonable steps:

★ Use an SSI cover sheet on all SSI materials. ★ Electronic presentations (e.g., PowerPoint) should be marked with the SSI header on all pages and the SSI footer on the first and last pages of the presentation. ★ Spreadsheets should be marked with the SSI header on every page and the SSI footer on every page or at the end of the document. ★ Video and audio should be marked with the SSI header and footer on the protective cover when able and the header and footer should be shown and/or read at the beginning and end of the program. ★ CDs/DVDs should be encrypted or password-protected and the header and footer should be affixed to the CD/DVD. ★ Portable drives including "flash" or "thumb" drives should not themselves be marked, but the drive itself should be encrypted or all SSI documents stored on it should be password protected. ★ When leaving your computer or desk you must lock up all SSI and you should lock or turn off your computer. ★ Taking SSI home is not recommended. If necessary, get permission from a supervisor and lock up all SSI at home. ★ Don't handle SSI on computers that have peer-to-peer software installed on them or on your home computer.	★ Transmit SSI via email only in a password protected attachment, not in the body of the email. Send the password without identifying information in a separate email or by phone. ★ Passwords for SSI documents should contain at least eight characters, have at least one uppercase and one lowercase letter, contain at least one number, one special character and not be a word in the dictionary. ★ Faxing of SSI should be done by first verifying the fax number and that the intended recipient will be available promptly to retrieve the SSI. ★ SSI should be mailed by U.S. First Class mail or other traceable delivery service using an opaque envelope or wrapping. The outside wrapping (i.e. box or envelope) should not be marked as SSI. ★ Interoffice mail should be sent using an unmarked, opaque, sealed envelope so that the SSI cannot be read through the envelope. ★ SSI stored in network folders should either require a password to open or the network should limit access to the folder to only those with a need to know. ★ Properly destroy SSI using a cross-cut shredder or by cutting manually into less than 1/2 inch squares. ★ Properly destroy electronic records using any method that will preclude recognition or reconstruction.
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Transportation Security Administration

Phone: (571) 227-3513 • Fax: (571) 227-2645

Safely Sharing Information
SSIdhs.gov

Sensitive Security Information – SSI Quick Reference Guide for DHS Employees and Contractors

www.tsa.gov



Sensitive Security Information

SSI Quick Reference Guide for DHS Employees and Contractors

What is SSI?

Sensitive Security Information (SSI) is information that, if publicly released, would be detrimental to transportation security, as defined by Federal regulation 49 C.F.R. part 1520.

Although SSI is not classified information, there are specific policies and procedures for recognizing, marking, protecting, safely sharing, and destroying SSI. This guidance is required of all DHS and component organization employees and contractors.

Marking SSI

Even when only a small portion of a document contains SSI, every page of the document must be marked with the SSI header and footer.



SENSITIVE SECURITY INFORMATION

TEXT

(WARNING: This record contains Sensitive Security Information that is controlled under 49 C.F.R. parts 15 and 1520. No part of this record may be disclosed to persons without a "need to know," as defined in 49 C.F.R. parts 15 and 1520, except with the written permission of the Administrator of the Transportation Security Administration or the Secretary of Transportation. Unauthorized release may result in civil penalties or other action. For U.S. government agencies, further disclosure is governed by E.O. 13526 and 49 C.F.R. parts 15 and 1520.

Recognizing SSI

SSI is information about transportation security activities. The following information constitutes SSI (as defined in 49 C.F.R. part 1520):

1. Security programs and contingency plans
2. Security Directives
3. Information Circulars
4. Performance specifications
5. Vulnerability assessments
6. Security inspections or investigative information
7. Threat information
8. Security measures
9. Security screening information
10. Security training materials
11. Identifying information of certain transportation security personnel
12. Critical infrastructure asset information
13. Systems security information
14. Confidential business information
15. Research and development
16. Other information as determined in writing by the TSA Administrator

Destroying SSI

- ★ Shred with a cross-cut shredder.
- ★ Cut manually into squares smaller than 1/2-inch.
- ★ Where available, place SSI in designated and clearly marked SSI bins.
- ★ Destroy electronic SSI using any method that will preclude recognition or reconstruction of the information.



Don't...

- ★ Don't leave SSI unattended. Leave it in a locked drawer or locked file cabinet.
- ★ Don't post SSI on any Internet web site. Only post SSI on Intranet web sites with prior approval.
- ★ Don't take SSI home without permission from your supervisor(s).
- ★ Don't share SSI with individuals who do not have a need to know.
- ★ Don't put SSI in the body of an email—send it as a password-protected attachment.
- ★ Don't download SSI onto personal computers or other personal data storage devices.



Do...

- ★ Make sure all SSI is properly marked.
- ★ Use an SSI cover sheet on all SSI materials.
- ★ Protect SSI according to the SSI regulation and report any unauthorized disclosures or poor security practices to your SSI Coordinator and supervisor.
- ★ Lock up all notes, draft documents, electronic media, and other material containing SSI.
- ★ Turn off or lock your computer whenever you leave your desk to ensure that no SSI is compromised.
- ★ Transmit SSI via email only in a password protected attachment, not in the body of the email. Send the password without identifying information in a separate email or by phone.
- ★ Personally hand-deliver SSI to the intended recipient; never leave SSI unattended in the recipient's work space.
- ★ Destroy all SSI in your possession when no longer needed.
- ★ Be conscious of your surroundings when discussing SSI. Protect verbal communications with the same heightened awareness that you would apply to SSI on paper or email.
- ★ Use encrypted portable devices (i.e. thumb drives) or password-protect SSI on electronic media.
- ★ Mail SSI by U.S. First Class mail or other traceable delivery service using an opaque envelope or wrapping. The outside wrapping (i.e. box or envelope) should not be marked as SSI.



Safely Sharing Information Phone: (571) 227-3513 • Fax: (571) 227-2945 SSI@dhs.gov

DHS Form 11000-6 (08-04) – Department of Homeland Security Non- Disclosure Agreement

DEPARTMENT OF HOMELAND SECURITY	
NON-DISCLOSURE AGREEMENT	
I, _____, an individual official, employee, consultant, or subcontractor of or to (the Authorized Entity), intending to be legally bound, hereby consent to the terms in this Agreement in consideration of my being granted conditional access to certain information, specified below, that is owned by, produced by, or in the possession of the United States Government. (Signer will acknowledge the category or categories of information that he or she may have access to, and the signer's willingness to comply with the standards for protection by placing his or her initials in front of the applicable category or categories.)	
PCII	Protected Critical Infrastructure Information (PCII)
I attest that I am familiar with, and I will comply with all requirements of the PCII program set out in the Critical Infrastructure Information Act of 2002 (CII Act) (Title II, Subtitle B, of the Homeland Security Act of 2002, Public Law 107-296, 196 Stat. 2135, 6 USC 101 et seq.), as amended, the implementing regulations thereto (6 CFR Part 29), as amended, and the applicable PCII Procedures Manual, as amended, and with any such requirements that may be officially communicated to me by the PCII Program Manager or the PCII Program Manager's designee.	
SSI	Sensitive Security Information (SSI)
I attest that I am familiar with, and I will comply with the standards for access, dissemination, handling, and safeguarding of SSI information as cited in this Agreement and in accordance with 49 CFR Part 15.20, "Protection of Sensitive Security Information," "Policies and Procedures for Safeguarding and Control of SSI," as amended, and any supplementary guidance issued by an authorized official of the Department of Homeland Security.	
OSB	Other Sensitive but Unclassified (SBU)
As used in this Agreement, sensitive but unclassified information is an over-arching term that covers any information, not otherwise indicated above, which the loss of, misuse of, or unauthorized access to or modification of could adversely affect the national interest or the conduct of Federal programs, or the privacy to which individuals are entitled under Section 552a of Title 5, as amended, but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy. This includes information categorized by DHS or other government agencies as For Official Use Only (FOUO), Official Use Only (OOU), Sensitive Homeland Security Information (SHSI), Limited Official Use (LOU), Law Enforcement Sensitive (LES), Safeguarding Information (SUI), Unclassified Controlled Nuclear Information (UCNI), and any other identifier used by other government agencies to categorize information as sensitive but unclassified. I attest that I am familiar with, and I will comply with the standards for access, dissemination, handling, and safeguarding of the information to which I am granted access as cited in this Agreement and in accordance with the guidance provided to me relative to the specific category of information.	
I understand and agree to the following terms and conditions of my access to the information indicated above: 1. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of information to which I have been provided conditional access, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures. 2. By being granted conditional access to the information indicated above, the United States Government has placed special confidence and trust in me and I am obligated to protect this information from unauthorized disclosure, in accordance with the terms of this Agreement and the laws, regulations, and directives applicable to the specific categories of information to which I am granted access. 3. I attest that I understand my responsibilities and that I am familiar with and will comply with the standards for protecting such information that I may have access to in accordance with the terms of this Agreement and the laws, regulations, and/or directives applicable to the specific categories of information to which I am granted access. I understand that the United States Government may conduct inspections, at any time or place, for the purpose of ensuring compliance with the conditions for access, dissemination, handling and safeguarding information under this Agreement.	
DHS Form 11000-6 (08-04)	
Page 1	

4. I will not disclose or release any information provided to me pursuant to this Agreement without proper authority or authorization. Should situations arise that warrant the disclosure or release of such information I will do so only under approved circumstances and in accordance with the laws, regulations, or directives applicable to the specific categories of information. I will honor and comply with any and all dissemination restrictions cited or verbally relayed to me by the proper authority.

5. (a) For PCII - (1) Upon the completion of my engagement as an employee, consultant, or subcontractor under the contract, or the completion of my work on the PCII Program, whichever occurs first, I will surrender promptly to the PCII Program Manager or his designee, or to the appropriate PCII officer, PCII of any type whatsoever that is in my possession.

(2) If the Authorizing Entity is a United States Government contractor performing services in support of the PCII Program, I will not request, obtain, maintain, or use PCII unless the PCII Program Manager or Program Manager's designee has first made in writing, with respect to the contractor, the certification as provided for in Section 295(e) of the implementing regulations to the CII Act, as amended.

(b) For SSI and SBU - I hereby agree that material which I have in my possession and containing information covered by this Agreement, will be handled and safeguarded in a manner that affords sufficient protection to prevent the unauthorized disclosure of or inadvertent access to such information, consistent with the laws, regulations, or directives applicable to the specific categories of information. I agree that I shall return all information to which I have had access or which is in my possession 1) upon demand by an authorized individual, and/or 2) upon the conclusion of my duties, association, or support to DHS, and/or 3) upon the determination that my official duties do not require further access to such information.

6. I hereby agree that I will not alter or remove markings, which indicate a category of information or require specific handling instructions, from any material I may come in contact with, in the case of SSI or SBU, unless such alteration or removal is consistent with the requirements set forth in the laws, regulations, or directives applicable to the specific category of information or, in the case of PCII, unless such alteration or removal is authorized by the PCII Program Manager or the PCII Program Manager's designee. I agree that if I use information from a sensitive document or other medium, I will carry forward any markings or other required restrictions to derivative products, and will protect them in the same manner as the original.

7. I hereby agree that I shall promptly report to the appropriate official, in accordance with the guidance issued for the applicable category of information, any loss, theft, misuse, misplacement, unauthorized disclosure, or other security violation. I have knowledge of and whether or not I am personally involved. I also understand that my anonymity will be kept to the extent possible when reporting security violations.

8. If I violate the terms and conditions of this Agreement, such violation may result in the cancellation of my conditional access to the information covered by this Agreement. This may serve as a basis for denying me conditional access to other types of information, to include classified national security information.

9. (a) With respect to SSI and SBU, I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result, or may result from any disclosure, publication, or revelation of the information not consistent with the terms of this Agreement.

(b) With respect to PCII I hereby assign to the entity owning the PCII and the United States Government, all royalties, remunerations, and emoluments that have resulted, will result, or may result from any disclosure, publication, or revelation of PCII not consistent with the terms of this Agreement.

10. This Agreement is made and intended for the benefit of the United States Government and may be enforced by the United States Government or the Authorized Entity. By granting me conditional access to information in this context, the United States Government and, with respect to PCII, the Authorized Entity, may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement. I understand that if I violate the terms and conditions of this Agreement, I could be subjected to administrative, disciplinary, civil, or criminal action, as appropriate, under the laws, regulations, or directives applicable to the category of information involved and neither the United States Government nor the Authorized Entity have waived any statutory or common law evidentiary privileges or protections that they may assert in any administrative or court proceeding to protect any sensitive information to which I have been given conditional access under the terms of this Agreement.

11. Unless and until I am released in writing by an authorized representative of the Department of Homeland Security (if permissible for the particular category of information), I understand that all conditions and obligations imposed upon me by this Agreement apply during the time that I am granted conditional access, and at all times thereafter.

12. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions shall remain in full force and effect.

13. My execution of this Agreement shall not nullify or affect in any manner any other secrecy or non-disclosure Agreement which I have executed or may execute with the United States Government or any of its departments or agencies.

14. These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order No. 12958, as amended, Section 7211 of Title 5, United States Code (governing disclosures to Congress), Section 1034 of Title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military), Section 2302(b)(8) of Title 5, United States Code, as amended by the Whistleblower Protection Act (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats), the Intelligence Identities Protection Act of 1982 (50 USC 421 et seq.) (governing disclosures that could expose confidential Government agents), and the statutes which protect against disclosure that may compromise the national security, including Sections 641, 793, 794, 798, and 952 of Title 18, United States Code, and Section 4(b) of the Subversive Activities Act of 1950 (50 USC 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive Order and listed statutes are incorporated into this agreement and are controlling.

15. Signing this Agreement does not bar disclosures to Congress or to an authorized official of an executive agency or the Department of Justice that are essential to reporting a substantial violation of law.

16. I represent and warrant that I have the authority to enter into this Agreement.

17. I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the briefing officer has made available to me any laws, regulations, or directives referenced in this document so that I may read them at this time, if I so choose.

DEPARTMENT OF HOMELAND SECURITY
NON-DISCLOSURE AGREEMENT
Acknowledgement

Typed/Printed Name	Government/Department/Agency Business Address	Telephone Number
--------------------	---	------------------

I make this Agreement in good faith, without mental reservation or purpose of evasion.

Signature:

WITNESS:

Typed/Printed Name	Government/Department/Agency Business Address	Telephone Number
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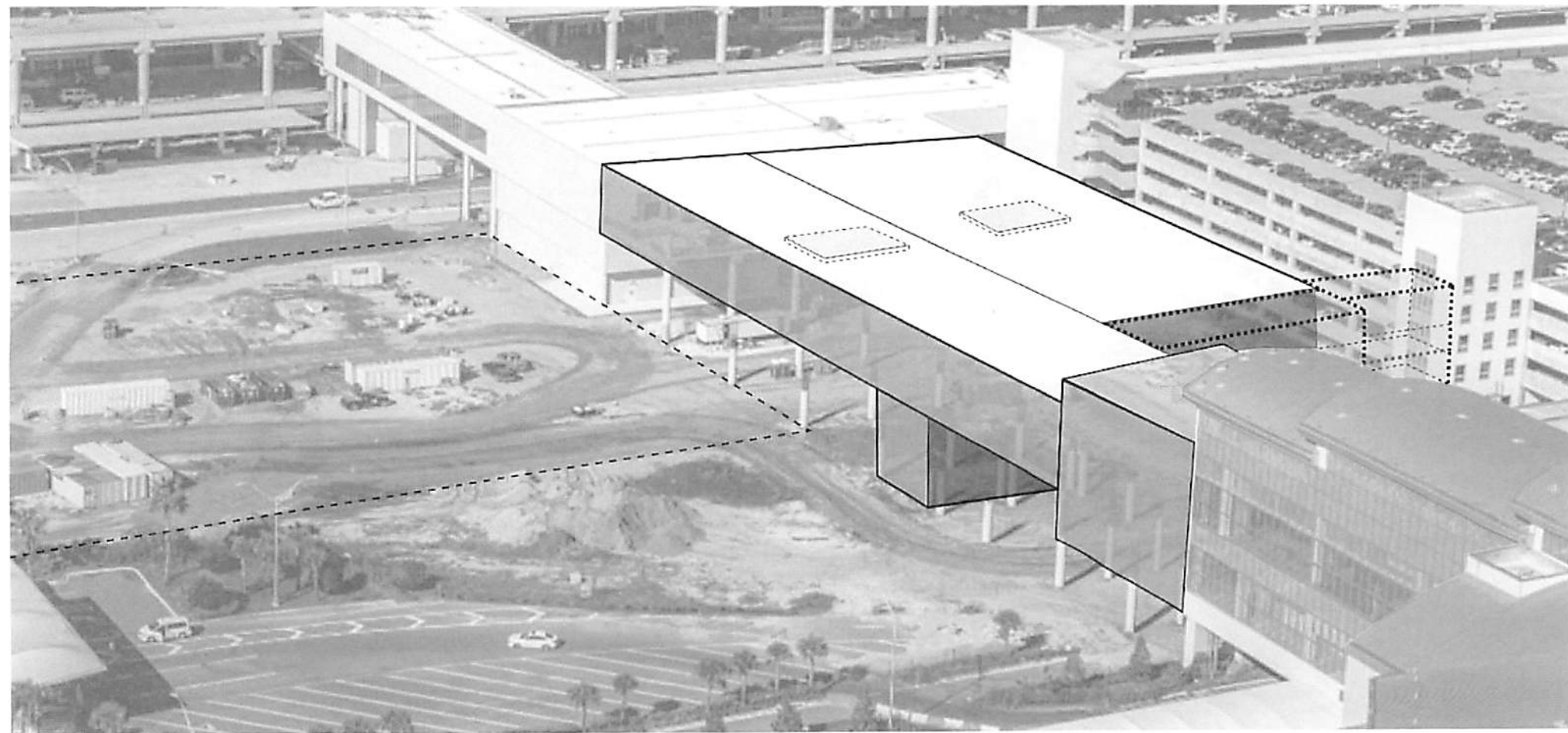
Signature

This form is not subject to the requirements of P.L. 104-13, "Paperwork Reduction Act of 1995" 44 USC, Chapter 35.

END OF ATTACHMENT SECTION

00 73 93.03 -

October 1, 2021



GTF Pedestrian Bridge & RAC Lobby Expansion
| Design Criteria Package
March 20, 2023



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PROGRAM DESCRIPTION

I

I. Program Description

The GTF Pedestrian Bridge and RAC Lobby expansion includes the following Schedules and their respective Add Alternates

- **Schedule A: GTF Pedestrian Bridge**

- Complete the previously designed Areas 4 & 5 above the existing foundations and the first placement of concrete columns to provide a finished elevated bridge connection between the existing GTF on the west side to the Train Station on the east side.
- The Materials and Finishes shall match the existing GTF Floor, wall and ceiling systems and be contiguous with the existing GTF and Train Station pattern and color palette subject to compliance with the provisions of the Buy American Act
- Maintain the previously designed vertical circulation components at the east end of the GTF Pedestrian Bridge connecting to the Train Station levels 3 and 5.
- Develop 60 feet wide open town center concept between columns T10 and T11 to align with proposed RAC lobby to the north and future hotel to the south
- (2) Pairs of 90 ft nominal top of slab moving walks inclusive of ramps
- (1) 40 ft. x 40 ft skylight over proposed town center.
- Coordinate Owner furnished FFE for entire GTF Pedestrian Bridge.
- Confirm limits of future baggage right-of way to be maintained on the underside of the GTF Pedestrian Bridge north side.
- Schedule A to be on critical path schedule. The Authority is offering early completion incentives to advance the GTF Pedestrian Bridge to open in 15 months
- There shall be an exterior demising wall between the GTF Pedestrian Bridge and the proposed RAC/ GTF lobby. The RAC/GTF lobby is not subject to the 15-month requirement to open.

- **Schedule B: RAC Lobby**

- Proposed GTF RAC lobby shall be bound by the north side of the existing GTF and east to column T13.
- Coordination of RAC lobby structural grid will be required over future GTF loop road/ curb operations.
- Include provision for distribution of exit stairs in this area as required by code. All existing stairs and other paths of egress shall be maintained during construction for life safety compliance.
- Provide (2) pairs of elevators on the south side aligned with the town center with stops at level 3 and ground level below.
- Provide (6) 9-position RAC counter modules for a total of 54 positions (ultimate) based upon previously designed/ GOAA approved millwork drawings and specifications.
- Provide (20) self-service RAC kiosks (ultimate)
- Maintain minimum 20 ft queue area clearance in front of RAC counters.
- Provide seating area for 100.
- Provide (1) pair of restrooms on each side of RAC lobby.
- (1) 40 ft. x 40 ft skylight over RAC Lobby

- Coordinate location of previously allocated concession space (TBD) with GOAA such that it is adjacent to GTF Pedestrian Bridge.
- Provide utilities needed for future GTF lobby at ground level
- Align mechanical, electrical and communication rooms/chases with new ground level rooms and equipment.
- Provide ground level storage room.
- Provide ground level trash area on southwest side adjacent to existing mechanical room. Coordinate vehicular access lane with future GTF loop road.
- Structural provision to remove portion of slab adjacent to elevators for potential future escalators to the ground level.

- **Schedule B: Add Alternates**

- Add 20 ft. wide minimum bridge connection from RAC lobby to the existing Parking Garage C southeast elevator core

- **Schedule C: Level 3 Shell Space (Alternate)**

- Level 3 Shell Space shall be bound by the north side of the existing GTF and east to column T13 with exterior walls
- 20 ft. wide minimum bridge connection to the existing Parking Garage C southeast elevator core.
- Provision for utilities needed for future tenant improvements.
- Include provision for continuation of exit stairs in this area as required by code. All existing stairs and other paths of egress shall be maintained during construction for life safety compliance.
- Provide stops for (2) pairs of elevators from the RAC level and ground level.
- Structural provision to remove portion of slab adjacent to elevators for potential future escalators to the ground level.

- **Schedule D: Parking Garage Fire Sprinklers**

- Add fire sprinklers to existing Parking Garage C.
- Coordination required for implementation with proposed interim zones in RAC booth areas on levels 1 and 2
- Provide capability for Parking Garage expansion to the north

- **Schedule E: Add Moving Sidewalks to existing GTF Pedestrian Bridge**

- Add (1) Pair of 90 ft nominal top of slab moving walks inclusive of ramps on each side

BASIS OF DESIGN NARRATIVE

II

II. Basis of Design Narratives

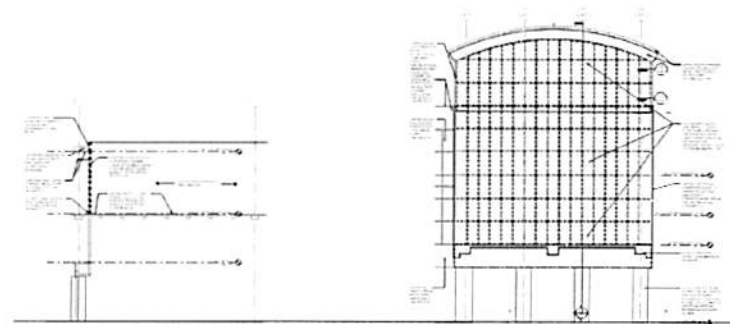
Existing Site Conditions



Existing STC GTF Pedestrian Bridge

- **South Terminal C Existing GTF Pedestrian Bridge**

- The STC Existing Ground Transportation Facility serves as a connecting pedestrian bridge from the STC Landside Terminal located to the west side to the public Parking Garage C levels 3-6 and RAC ready/ return levels 1 and 2 located on the north side.
- A Pedestrian walkway located along level 3 of the south side of the parking garage currently serves as the connection to the existing Train Station to the east.
- The existing GTF includes many programmatic functions such as interim RAC counters, baggage drop area, flight information display (FIDS), public restrooms, tenant offices, and various other support spaces.
- Existing GTF areas 4 and 5 include underground site utilities, foundations and first pour of concrete columns. It also includes an exterior elevated slab to column T9.
- The remaining Areas 4 and 5 concrete structure, elevated floors, building envelope, MEP Systems and finishes were deferred in 2020.



Temporary Demising Walls/ Demolition

- **Temporary Demising Walls**

- There is some demolition work at the existing Train Station building curtain wall and end of the existing GTF building. Full height temporary exterior demising walls will be required to prevent dust, moisture and air intrusion and protect these areas during construction.
- Provision for a temporary exterior demising wall will be required along the north side of the proposed GTF Pedestrian Bridge such that it can be operational before the RAC lobby is completed.
- Coordinate demolition with construction sequence to maintain fire separation between construction areas and occupied spaces. Keep all existing exit paths unobstructed, illuminated, and protected to always maintain all life safety requirements from construction activity.



Architectural Scope/ Concept



Proposed GTF Pedestrian Bridge and RAC Lobby Expansion Concept

• New Proposed GTF Pedestrian Bridge

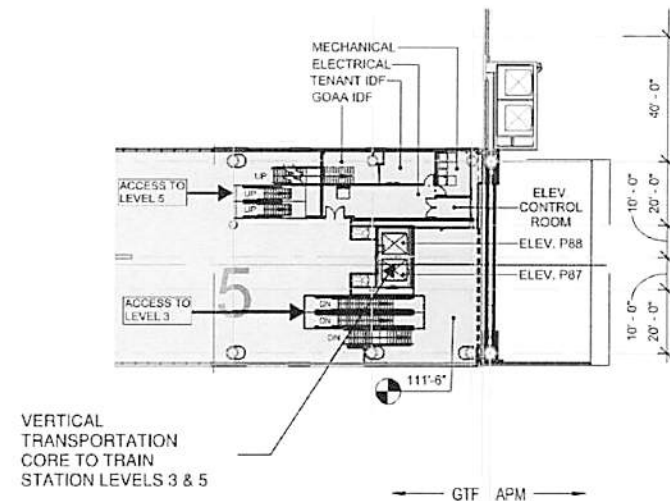
- The proposed GTF Pedestrian Bridge will be a continuation of the structure, elevated floors, exterior envelope, and interior finishes from the existing GTF for a complete STC multimodal connection to the existing Train Station to the east.
- Include town center concept between RAC lobby and future hotel with two pairs of moving sidewalks and vertical circulation core to the train station levels 3 and 5.
- 40 ft x 40 ft skylight above town center.

• New RAC Lobby Expansion

- The limits of the proposed RAC lobby expansion will include an area that is flush with the existing GTF building on the north side and to column line T13/ T14 expansion joint including new piles and foundations, structure, elevated floors, exterior envelope, and interior finishes.
- Proposed structural grid shall be coordinated with future GTF loop roads included in previously provided documents.

- The RAC lobby will include RAC counters, queuing, self-service kiosks, restrooms, seating areas, circulation, egress stairs, and all required support spaces for a functionally complete RAC facility.
- 40 ft x 40 ft Skylight above center of RAC lobby expansion.
- Add Alternates for consideration include but are not limited to:
 - RAC lobby 20 ft. wide minimum connection to the existing Parking Garage C southeast elevator core.
 - Level 3 shell space including 20 ft. wide minimum bridge connection to the existing Parking Garage C southeast elevator core.

Conveyance Systems

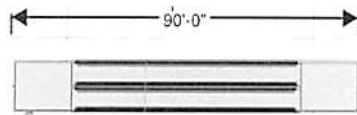


• GTF Pedestrian Bridge East Vertical Circulation Core

- The GTF Pedestrian Bridge east vertical circulation shall include (2) elevators and (2) pairs of escalators with stops to Train Station level 3 and level 5.

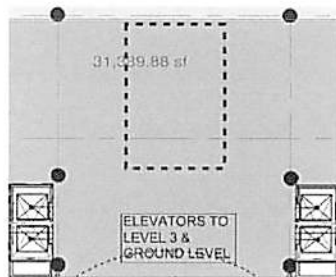


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• GTF Pedestrian Bridge Moving Sidewalks

- Moving walks are proposed to mitigate walking distances from the Train Station to the Landside Terminal. Due to existing structural constraints, these moving walks will need to be 15-inch-high surface mounted, requiring an associated ADA compliant 15-foot ramp on each side.
 - (1) Pair of 55-inch x 90 feet long surface mounted moving sidewalks in the existing GTF Building.
 - (2) Pair of 55-inch surface mounted moving sidewalks in the GTF Pedestrian Bridge expansion.



• RAC Lobby Vertical Transportation

- The RAC/GTF lobby vertical circulation shall include:
 - (4) Four elevators
 - Structural provision to remove portion of slab for potential future escalators to the ground level.

Building Materials and Finish Systems

• Roof System

- The roof system shall match all existing GTF roof items and accessories including associated product/ assembly approvals.
 - RS-02: Multi-layered modified bitumen system, modified asphalt coat sheet over lightweight insulated concrete, expanded polystyrene rigid insulation boards to achieve target minimum R-30.

• Exterior Wall Systems

- The exterior walls shall match the existing GTF building materials, finish, and color.
 - EWS-12: Plaster System (Roof Parapet) modified bitumen membrane carried over top of parapet and 5/8" glass mat gypsum board sheathing on 6-inch metal stud wall framing with minimum R-5 continuous insulation towards exterior side of studs and minimum R-13 batt insulation in stud cavity.
 - EWS-10: Plaster System on 6" metal stud wall framing with minimum R-5 continuous insulation towards exterior side of studs and minimum R-13 batt insulation in stud cavity.
 - EWS-10b: Plaster System on 6" metal stud wall framing with minimum R-5 continuous insulation towards exterior side of studs and minimum R-13 batt insulation in stud cavity.
 - EWS-08: Direct bond plaster system on 12" uninsulated CMU (2 hour rated.)

• Exterior Curtainwall/ Storefront and Glazing Systems

- The storefront framing and glazing are 12 feet in height and are to match the adjacent existing GTF system.
- The curtainwall framing and glazing are to match the height, pattern, and module of the adjacent existing Train Station system.

• Interior Systems and Finishes

- The proposed interior systems and finishes shall match the existing STC/ GTF building spaces subject to compliance with the Buy American Act.
- Flooring
 - TF1, TF2, TF3: Public Circulation/ Resinous Matrix Terrazzo Flooring
 - CP2, CP3: RAC Lobby/ Sheet Carpet
 - Back of RAC Counter/ Resilient Tile Flooring; Anti-Fatigue
- Walls
 - Gypsum Board/ Level 5 Finish/ 3/8-inch reveals 4'-0" O.C. Typ.
 - Column Covers/ Glass-Fiber Reinforced Gypsum (GFRG)
- RAC Counter Millwork
 - QC1: Quartz Agglomerate Countertop
 - L1: Plastic Laminate for Architectural Cabinets; Pearl White
 - L3: Plastic Laminate Sloped Panel; Natural Teak
 - DM1: Decorative Formed Metal Base; 304 SS
- STC Compliant Restroom Layout/ Finishes
 - TF1: Resinous Matrix Terrazzo Flooring
 - T1: Porcelain Tile
 - T2: Rectified Porcelain Tile
 - T5: Porcelain Tile
 - T6: Glass Mosaic Tile
 - QC2: Quartz Agglomerate Countertop
 - QC3: Quartz Agglomerate Countertop
 - L2: Plastic Laminate for Architectural Cabinets; English Lace



- DM1: Decorative Formed Metal Base; 304 SS
- TC1: Toilet Compartment; Solid Color Reinforced Composite Ceilings
- Gypsum Board Bulkheads/ Level 5 Finish
- ACL4: Acoustical Panel Ceiling; Beveled Tegal, 1/8-inch reveal grid, white trim

Codes and Standards

Bidders shall comply with all codes and regulations, applicable at the time of the permit application. For example, if applying today, construction documents shall comply with the following but not limited to:

- Florida Building Code – Building 2020 (7th Edition)
- Florida Building Code – Accessibility 2020 (7th Edition)
- Florida Building Code – Energy Conservation 2020 (7th Edition)
- Florida Building Code – Fuel & Gas 2020 (7th Edition)
- Florida Building Code – Mechanical 2020 (7th Edition)
- Florida Building Code – Plumbing 2020 (7th Edition)
- Florida Fire prevention Code 2020 (7th Edition)
- ASHRAE62, 2021 edition
- ASME A17.1, 2016 edition
- ASME A17.3, 2015 edition
- ASME A18.1, 2017 edition
- NFPA 10 – 2018 edition
- NFPA 13 – 2016 edition
- NFPA 14 – 2016 edition
- NFPA 17 – 2017 edition
- NFPA 70 – 2017 edition
- NFPA 72 – 2016 edition
- NFPA 101 - 2018 edition
- NFPA 110 – 2016 edition
- NFPA 1 – latest year edition
- Florida Administrative Code & Statutes
- Code of City of Orlando
- Code of Orange County
- All Reference Codes listed on the FBC – Chapter 35

Structural

Existing Foundations:

- The entire structure, all areas, is constructed with auger cast piles, pile caps, and reinforced concrete columns extending up from the foundation. All piles and pile caps, including in the deferred Areas 4 and 5, have been constructed and are in place.
- In Areas 4 and 5, only the first pour of the concrete columns were constructed and are in place, which have reinforcement dowels extending up from that point. Generally, this first pour extends approximately halfway up to the Pedestrian Bridge Level, however at Area 5 there are additional levels between grid lines T15 through T17 and in this area some of the columns are constructed up to the first framed floor level (elevated levels are not constructed).
- There is a mechanical room in Area 4 between grid lines T12 and T13, which is to have exterior masonry infill walls on a grade beam and a slab-on-grade. The foundations, including pile caps and grade beams, and the cast-in-place columns are all constructed as described above, however there are reinforcement dowels extending up from the grade beams which the masonry walls are to be constructed up from.

Existing Elevated Floor:

- As mentioned above, all areas west of grid line T8 have been constructed and are operational.
- At the Pedestrian Bridge Level, the elevated cast-in-place floor has been constructed one more bay to the east to grid line T9.
- The columns at N1-T9 and S21-T9 extend up from this floor the length of the dowels and are covered by a protective lightweight concrete which is to be removed to expose the reinforcement dowels for continuation of the columns' construction up to the roof level.
- The existing elevated slab extends to the east of grid line T9, at which point there are form saver reinforcement couplers at all reinforcement in the girders and slab which are to be mechanically cleaned and free of rust and connected to all new reinforcement prior to pouring the new slab, girders, and beams to the east.

New Elevated Floors:

- All elevated floors in the building, all areas, are constructed of cast-in-place concrete beams, girders, and slabs, with the only exception in the new area being the Parking 02 Level area at the Mechanical room (described above) which is structural steel framed acting compositely with the metal deck with concrete topping.
- There is an expansion joint to the east of grid line T13, which separates Areas 4 and 5. To the east of grid line T15, the elevated Pedestrian Bridge Level continues and transitions to two additional levels to connect to the existing levels at the Train Station building: the lower Promenade Level to the south, and the upper Train Station Transfer Level to the north.
- There are (2) escalators, one at the south level transition and one at the north level transition, which have cast-in-place framed escalator pits at the bottom of the escalators and the appropriate concrete beam dimensions for the escalator supports at the top of the



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escalators (typically, both of which are to be verified with the manufacturer during the Construction Administration process.)

- There are also (2) adjacent elevator shafts, framed with masonry infill walls, the elevator pit of which is cast-in-place framed below the Promenade level near the Level 3 level.
- Note that the framing beams at the elevator pit are 10" above the remainder of the Level 3 beams, and the existing tops of the cast-in-place column pours shall be verified by the Contractor prior any elevated level concrete placement.
- **New Roof Levels:**
 - Roof framing in the all areas of the building is constructed of structural steel girders and beams, long-span steel joists, and metal roof deck, typically.
 - The exterior cast-in-place columns extend up to the roof level typically, and have collar embed plates at the top which the steel beams and girders frame into.
 - There is a transition from the typical roof elevation to a higher roof at grid line T15.
 - There is also some structural steel framing into the cast-in-place beams at the Pedestrian Bridge Level and the Train Station Transfer level along grid line S1 due to the height of the curtain wall in these areas.
 - There are several moment connections at the steel beam infill framing between grid lines T16 and T17 due to the higher parapet in these areas.
 - There are also steel hoist beams in the elevator shaft with embed connections into the tie beams at the infill masonry walls.
- **Interface at the Existing Train Station:**
 - There is some demolition work at the existing Train Station Building, at areas in which it currently extends into the GTF Building profile and where there is to be a construction joint to the east of grid line T17.
 - In the Train Station Building there are some areas of new steel deck and concrete topping and steel framing to frame the extents of the slab at this new expansion joint.
 - There is a new vertical steel frame at the Train Station side at this interface to frame the new curtain wall at the difference in roof elevation between the GTF.
 - There are several new embed plates to the existing Train Station cast-in-place columns in this area and new framing in order to frame this revised interface between the two buildings at the new expansion joint.
 - Previously issued Construction Documents for this area shall be referenced for additional information.
 - Contractor to verify all existing conditions and notify E.O.R. of any discrepancies prior to commencement of any construction.

Mechanical

This section includes design objectives, concepts, and criteria, which meet the intent of specific codes, standards, regulatory requirements of the project.

Codes

The latest applicable addition of the following publications will be used as reference for the design and installation of the plumbing systems intended for this project. Applicable edition when applying for the building permit.

- FLORIDA MECHANICAL BUILDING CODE
- FLORIDA BUILDING CODE
- FLORIDA ENERGY CONSERVATION CODE
- ASHRAE 62.1

Design Conditions

- Outdoor Conditions

- Summer

For building and sensible loads:

Design dry bulb:	95° F
Mean coincident wet bulb:	78° F

For latent loads (cooling coils, cooling tower)

Mean coincident dry bulb:	88° F
Design wet bulb:	80° F

- Winter: 32° F

- Indoor Conditions

- The system will be designed to provide 74 °F and 50% RH (±10%) in the summer and 70 °F and 50% RH (±10%) during winter in all areas

- Building Envelope Design Criteria

- Building Envelope values will be based on the latest available information established by the previously issued BP-S198 GTF Bid Documents.

- Air infiltration rates

- Air infiltration rates will be based on an average pressurized construction. The following value will be used:

- 0.3 Air Changes per Hour (ACH)

- Heat Gain from Occupants

• Sensible Heat:	250 Btu/hr
• Latent Heat:	200 Btu/hr

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Air Distribution Systems

- Air handling systems will be in dedicated mechanical equipment rooms and will deliver conditioned air and ventilation to the pedestrian bridge through conventional air distribution systems
- All air handling units serving areas where the occupied load varies shall be provided with carbon dioxide monitoring to modulate the minimum outdoor air ventilation
- A re-circulating type air conditioning system will be provided for electrical substation rooms in ground level area 4 and pedestrian bridge area 5. Each main electrical substation shall be provided with fan coil units complete with chilled water-cooling coils, each sized for 70% of the total cooling load for redundancy. A stand-by air-cooled DX split type unit shall be provided on emergency power for each substation
- A computer room type air conditioning unit complete with humidifier, electric heating and chilled water-cooling coils and controls will be provided for the main IDF room in ground level area 4 and pedestrian bridge area 5 requiring special temperature and humidity control. For redundancy, a stand-by air-cooled DX split type unit will be provided on emergency power for the main Communication Rooms.

Heating System

- Units will be provided with electric heating to be installed in the ductwork and installed per manufacturer recommendations

Outside Air

- Ventilation (outdoor air) to occupied areas shall be in accordance with ASHRAE Standard 62.1-2021 and Florida Building Code (2020). The more stringent ventilation requirements will be used.
- The outside air will be provided from existing DOAS unit to NEW Air Handling Units.

Piping System and Accessories

Piping will be provided per American Society of Mechanical Engineers (ASME), American Society of Testing and Materials (ASTM), and American National Standards Institute (ANSI) requirements. All piping, components and equipment will be insulated with appropriate thickness required by the local code

Duct Systems

- Duct systems installed on the pedestrian bridge area and level 3 area 5 shall be constructed and installed per the latest edition of the ASHRAE guide and Sheet Metal and Air Conditioning Contractors National Association (SMACNA) manuals. All duct systems will be acoustically treated to meet acceptable noise levels recommended by the acoustic consultant. All ductwork will be insulated except where ducts are provided with the equivalent thickness of acoustical sound lining to meet R-value.

- Flexible duct connections will be provided where duct work crosses building expansion joints.
- Ductwork shall be sized using the constant friction method, not to exceed the pressure drop or velocity criteria prescribed below.
- Typical conditions
 - Max friction – 0.08" wg/100 ft for supply duct downstream of VAV boxes, return and exhaust ducts
 - Max friction - 0.10" wg/100 ft for supply duct upstream of VAV boxes
 - Max velocity – 1,500 – 1,800 fpm (depending on location)In general, ductwork velocity should not exceed 1,800 fpm in hung ceilings over occupied areas. If velocities exceed 1,800 fpm, the additional requirement of sound lining, sound attenuators, proper transitions, etc. shall be reviewed by an acoustical consultant.
 - The most remote ductwork shall be sized on the low end of the range to reduce fan brake horsepower.
 - Duct aspect ratio shall not exceed 4:1.

Chilled Water

- The mechanical drawings indicate 6-in chilled water supply & return piping connected to APM CUP
- The mechanical drawings also indicate 6-in chilled water supply & return between Areas 4 & 5, Level 3 (West of gnd line T13) which should be adequate support build-out of GTF areas 1 & 3 depending on program, etc.
- Adding the New RAC Lobby (35,000 SF) may require additional chilled water depending on available Train Station capacity.
- In addition, new piping is required
- Another option is to add a small local chiller to support the proposed buildout.
- Depending on future Owner planning, an analysis and actual measurement/ consumption of chilled water is required to assess capacities.

Plumbing

Codes

The latest applicable edition of the following publications will be used as reference for the design and installation of the plumbing systems intended for this project. Applicable edition when applying for the building permit

- Florida Plumbing Code
- Florida Building Code
- Florida Fuel Gas Code
- Florida Energy Conservation Code
- ASTM – American Society for Testing Materials
- ASPE – American Society of Plumbing Engineers
- ANSI – American National Standards Institute



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- AWWA – American Waterworks Association
- UL – Underwriters Laboratory
- PDI – Plumbing and Drainage Institute
- NSF – National Sanitation Foundation
- U.S. Green Building Council (USGBC)
- ADA Standards for Accessible Design

Plumbing Piping Systems

- **Domestic Cold Water**
 - .. Above ground piping will be Type "K" hard copper tube connected with soldered joints.
 - .. All domestic water piping to be provided for hose bibbs and humidifiers within mechanical rooms.
 - .. Full-port three-piece ball valves will be provided upstream of each hose bibb or humidifier
- **Roof Drainage**
 - .. All below ground storm piping will be solid wall schedule 40 PVC with solvent welded fittings and couplings.
 - .. All above ground storm piping will be hub-less cast iron pipe with heavy duty stainless-steel couplings.
 - .. All roof drains shall be the combination type including one primary roof drain and one overflow roof drain with a 4" dam.
 - .. Hub drains with backwater valves will be provided in all mechanical rooms to collect condensate drainage from the air handling units and will be routed separately to the site drainage system
 - .. The condensate from level one shall be discharged into a standpipe raised 8 feet above finished floor
 - .. 1" thick flexible elastomeric or polyolefin insulation will be provided for roof drain piping above ground.
- **Sanitary DWV**
 - .. All below ground sanitary drainage, waste and vent piping will be schedule 40 PVC with solvent welded fittings and couplings.
 - .. All above ground sanitary drainage, waste, and vent piping will be hub-less cast iron pipe with heavy duty stainless-steel couplings
 - .. The building sanitary drain will extend from the building to the local civil utility connections at 5'-0" from the building exterior.
 - .. Vents through the roof will be positioned away from visible areas and at least 10' from, or 3' above, operable windows, doors, air intakes, or other openings into the building
 - .. Cast iron body floor drains will be located in each mechanical room and provided with nickel bronze strainer grates.
 - .. All floor drain trap seals will be protected with trap primers.
 - .. A sump pump with oil alarm will be provided in the elevator sump pit and will discharge to a nearby floor drain.

Electrical

Power

• Existing Areas

The electrical infrastructure for the entire GTF facility (both utility service and backup generation) is currently installed within the existing building. This infrastructure will need to be modified and extended into the new RAC Lobby. Since the underground conduit was value-engineered out of areas 4 & 5, all new conduit will need to be run overhead if fed from the existing building. The service itself was also temporarily reduced in size for the reduced GTF in Phase 1 and needs to be increased back to its intended ampacity as part of this scope. Parallel feeders are to be pulled into the existing conduit, and the settings will need to be modified on the building's main circuit breakers in order to accomplish this.

• New Areas

Electrical loads within this building shall be fed from a mixture of normal and emergency power per previous details/design. The Life Safety branch (NEC 700) shall be used for loads such as egress lighting and fire alarm, the Security Branch for loads such as access control and CCTV, and the Equipment Branch (NEC 702) for optional loads which are desired to be backed up by the owner, such as refrigeration and HVAC.

Lighting

• New Areas

All lighting in the building shall be LED lighting. Any fixtures previously installed in areas 1, 2 and 3 which are still available shall be considered the basis-of-design for the new areas. Back-of-house lighting shall be dimmable 0-10V controlled locally. Front-of-House lighting shall be an extension of the existing ETC system. Life Safety Lighting shall utilize Echo Relay panels and all other lighting shall utilize dRD Panels. Aesthetically, it is the intent of this project to extend the same layouts and patterns which were used in areas 1, 2 and 3 into the new areas 4 & 5 and proposed RAC Lobby continuity.

Lightning Protection

• Existing

Areas 1, 2 and 3 of the existing structure are currently protected by a lightning protection system. This is a class one system using class two components.

• New

The new portion of the building being constructed under this contract in areas 4 & 5 and RAC Lobby will require an extension of the existing system. Conduits for down-lead conductors in these areas have been installed within the existing columns in various locations as noted on the Owner's as-built drawings. Contractor may

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use these conduits but shall install additional conduits/ components as required for a complete and functional system.

- Coordinate all lightning protection being installed with the structure as well as with all other grounding/bonding occurring within the building.
- Lightning Protection Contractor shall be LPI certified and shall provide a UL Master Label, or Letter of Findings, for the building

Low Voltage

- Information Technology (IT) Rooms and Communications Backbone:

IT Rooms will consist of equipment cabinets, cable tray, ladder rack, uninterruptible power supplies, and wall mounted equipment panels for IT, Communications, and Security Systems equipment and devices.

- IT Room space will be required for different uses – Airport systems, Common Use Systems, and tenant systems.
- Locations for IT Rooms are driven by the need for communications systems service entrances and connectivity for all systems, whether they use the Passive Optical Network or an alternative connectivity architecture.
- The IT Rooms will be designed in accordance with all applicable national/local codes and industry standards.
- Per BP-S198, two IDF Rooms will be added to the GTF in Areas 4 and 5. The Area 4 IDF Room will be located on Ground Level and the Area 5 IDF Room will be located on Pedestrian Bridge Level.
- Additional IDF Rooms will be required in the Proposed RAC Lobby Expansion
- IDF Rooms will contain Passive Optical Splitters, Optical Network Terminals (ONTs) and power supplies for certain devices; PACS panels, Distributed Antenna System equipment; and equipment panels and amplifiers for the Fire Alarm and Emergency Communications System. Each IDF Room will not contain all the items listed.
- IDF Rooms will be partitioned to separate GOAA equipment from Vendor equipment and Tenant equipment. The proposed GTF IDF Rooms that will have backbone cabling routed to the existing GTF GOAA IDF Room 01.3340 on Ground Level Area 1
- IDF Rooms will require power backed up by emergency standby generators and uninterruptible power supplies (UPS). Existing conduits run from IDF 01.3340 to the point where Area 4 will intersect with the existing building.
- From that point, new conduits will be required in all proposed new areas.
- The backbone cables will be single mode fiber optic cables.
- Separate 2-hr fire rated fiber optic cables will be required for the Public Safety DAS
- Horizontal cabling will consist of single mode fiber optic cabling and Category 6 cabling
- Fiber optic horizontal cable will be provided for connections to the PON optical network terminals.
- Category 6 horizontal cable will be provided for devices where the PON optical network terminals will be provided in an IDF and for devices that will not use the PON
- The maximum cable length for Category 6 cables will not exceed 270 feet.
- The additional length of patch cords and service loops within IDF Rooms will not cause the total channel length to be more than 325 ft.

- Passive Optical Network System

- The Terminal C Passive Optical Network (PON) System is connected throughout the existing buildings via backbone and horizontal fiber.
- All new GOAA IDF rooms will connect back to existing PON Optical Line Terminals (OLTs) in the Airside Concourse and Landside Terminal MDF rooms.
- Passive optical splitters added to the new IDF rooms will be connected back to both existing OLTs via backbone fiber and will be used to feed all IDF and field mounted ONTs
- The contractor will provide and install all cabling, patching and mounting support needed to connect the new PON equipment to the existing PON system and to connect all edge devices that need GOAA network connections to the new PON equipment. The GOAA vendor will provide and install all Tellabs OLT cards, Tellabs ONTs and OCC fiber splitters

- Wireless LAN:

- Additional wireless access points will be implemented on the GTF Pedestrian Bridge and RAC Lobby. This will extend the Wi-Fi network to the reinstated public areas of the building
- New area access points will be cabled back to either existing GOAA IDF 03.1120 or new GOAA IDF 04.2012 through new conduit pathways.
- The Wi-Fi network will be an extension of the existing GOAA WLAN and will connect over the PON. The access points will be furnished by GOAA and installed by the Contractor. The Contractor will furnish and install the access point mounts and housings
- Wayfinding beacons will be placed throughout new areas. These devices are battery powered and communicate wirelessly through the Wi-Fi network. Therefore, no additional conduit infrastructure is required. Beacons are furnished by GOAA and installed by the Contractor.

- Dynamic Signage:

- There will be three additional dynamic sign banks in the proposed new areas. Sign type C32 will reside along the RAC Lobby counter backwall and will consist of flat panel displays.
- There are two additional B33 sign types which are double sided and consist of 4 displays on each side. They will reside on the east side of Area 5 providing wayfinding to and from vertical circulation
- The dynamic sign content will be delivered as HDMI over fiber cabled from new Vendor IDF 01.2015 for video signal and new GOAA IDF 01.2012 for network.
- The content and network connections will be an extension of the existing dynamic signage and PON systems.
- The displays are furnished by GOAA and installed by the Contractor.
- The content distribution electronics are furnished and installed by GOAA and/or GOAA Vendors. The Contractor furnishes and installs the display mounts and brackets.

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- Distributed Antenna System:

- The public safety and facilities radio frequency bands will be extended and enhanced into the reinstatement areas through a distributed antenna system (DAS).
- The proposed areas DAS will be an extension of the existing system
- The Contractor will furnish and install all backbone pathways and cable in coordination with the Authority DAS Vendor.
- The Contractor will furnish and install the horizontal pathway in coordination with the Authority Vendor.
- The Vendor will furnish and install signal distribution equipment in the vendor IDF rooms, the horizontal cable through Contractor provided pathway, and the antennas.

- Voice Over IP Telephone System:

- Additional telephones will be located throughout the proposed new areas.
- The Voice over IP (VoIP) system will be an extension of the existing GTF VoIP from GTF.
- Any new phones will tie in to the extended PON. These will connect through new structured cabling outlets in the proposed new areas and back to new and existing IDFs and Zone Enclosures shown in the previously issued Technology drawing set
- The contractor shall furnish and install all patch cords for a complete working VoIP system.
- Wall mounted phones are furnished by GOAA and installed by the Contractor.

- Fire Alarm System:

- The fire alarm systems in the proposed new areas will be a complete extension of the existing GTF fire alarm detection system
- The system shall include, but not be limited to, all control panel components, power supplies, batteries, signal initiating devices, notification devices, wire, fittings, accessones, programming, software licenses, and interfaces to other systems required to provide a complete operating system.
- Rework and extend the existing EST-3 Fire Alarm system and capabilities to the new expansion areas of the GTF.
- Rework and revise existing device locations required to facilitate existing building renovations.
- New panels and equipment shall be integrated with the existing fire alarm network in the GTF and greater STC.
- The Fire Alarm system shall interface with the ECS system to provide voice annunciation for the fire alarm system. Update interface between FA and ECS to support all life safety paging functions.

- Emergency Communications System:

- The Emergency Communications System (ECS) shall provide code compliant emergency voice evacuation and airport operational public address functions.
- The headend and amplifiers shall be capable of performing voice evacuation announcements as required by NFPA 72

- Programming and installation of speaker circuits and related circuit monitoring equipment shall be provided as required by NFPA 72.
- The ECS shall interface to the South Terminal Complex Fire Alarm System to provide code compliant voice evacuation.
- Rework and extend the existing IED GlobalCom paging system to support new ECS devices and equipment in expansion areas, modify existing device locations and configurations as required to facilitate renovation, and update the existing GTF and STC ECS system programming and graphics to reflect additional equipment and areas. Update interface between ECS and FA to support all life safety paging functions.

- Physical Access Control System (PACS)

- Additional PACS door and monitored roof hatch will be located throughout the new proposed areas
- Approximately 10 new PACS doors were added under this project.
- The PACS will be an extension of the existing GOAA PACS. Two new PACS panels have been added in the new GOAA IDF rooms which will feed the new PACS devices.
- The new PACS panels will utilize Division 27 infrastructure for connectivity back to the existing headend.
- The contractor shall furnish and install all PACS devices as specified for a complete working system

- Visual Surveillance System (VSS):

- Additional VSS cameras will be located throughout the new proposed areas as required.
- The VSS will be an extension of the existing GOAA VSS.
- Cameras will be fed from the new GOAA IDF rooms and will utilize Division 27 infrastructure for connectivity back to the existing headend
- The contractor shall furnish and install all VSS cameras as specified for a complete working system

STC MATERIAL QUALITY

STANDARDS

III

**ORLANDO
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III. GTF and RAC Lobby Specifications, Materials, and Finish Systems

Specifications

Division	Section Title
-----------------	----------------------

DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS – Reserved

DIVISION 01 – GENERAL REQUIREMENTS - Reserved

DIVISION 02 - EXISTING CONDITIONS

02 41 19 Selective Demolition

DIVISION 03 – CONCRETE

03 30 00 Cast-In-Place Concrete
03 52 16 Lightweight Insulating Concrete

DIVISION 04 – MASONRY

04 22 00 Concrete Unit Masonry

DIVISION 05 – METALS

05 12 00 Structural Steel Framing
05 21 00 Steel Joist Framing
05 31 00 Steel Decking
05 40 00 Cold-Formed Metal Framing
05 50 00 Metal Fabrications
05 51 13 Metal Pan Stairs
05 52 13 Pipe and Tube Railings
05 53 13 Bar Gratings
05 53 16 Plank Gratings
05 58 13 Column Covers
05 71 00 Decorative Metal Stairs
05 73 00 Decorative Metal Railings
05 73 13 Glazed Decorative Metal Railings
05 75 00 Decorative Formed Metal

DIVISION 06 - WOOD, PLASTICS, AND COMPOSITES

06 10 00 Rough Carpentry
06 16 00 Sheathing
06 41 16 Plastic-Laminate-Faced Architectural Cabinets

Division	Section Title
-----------------	----------------------

06 42 16 Flush Wood Paneling
06 64 00 Plastic Paneling

DIVISION 07 - THERMAL AND MOISTURE PROTECTION

07 13 26 Self-Adhering Sheet Waterproofing
07 14 18 Fluid-Applied Waterproofing Deck System
07 16 13 Polymer Modified Cement Waterproofing
07 19 00 Water Repellents
07 19 01 Water Repellents – Parking Garage
07 21 00 Thermal Insulation
07 21 19 Foamed-In-Place Insulation
07 27 29 Air-Barrier Coatings
07 42 10 Continuous Insulation with Composite Framing Support System
07 42 93 Soffit Panels
07 52 00 SBS Modified Bituminous Membrane Roofing
07 62 00 Sheet Metal Flashing and Trim
07 71 29 Manufactured Roof Expansion Joints
07 72 00 Roof Accessories
07 54 19 Polyvinyl-Chloride (PVC) Roofing
07 81 00 Applied Fireproofing
07 81 23 Intumescent Fireproofing
07 84 13 Penetration Firestopping
07 84 43 Joint Firestopping
07 92 00 Joint Sealants
07 95 13.13 Interior Expansion Joint Cover Assemblies
07 95 13.16 Exterior Expansion Joint Cover Assemblies

DIVISION 08 - OPENING

08 11 13 Hollow Metal Doors and Frames
08 14 16 Flush Wood Doors
08 31 13 Access Doors and Frames
08 35 13.23 Accordion Folding Fire Doors
08 41 13 Aluminum-Framed Entrances and Storefronts
08 41 20 Structural Glass Fin Wall
08 41 26 All-Glass Interior Storefronts
08 65 30 Sound Control Windows
08 71 00 Door Hardware
08 80 00 Glazing

DIVISION 09 – FINISHES

09 00 01 Finish Key
09 21 16.23 Gypsum Board Shaft Wall Assemblies
09 22 16 Non-Structural Metal Framing



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Division	Section Title
09 24 00	Cement Plastering
09 27 13	Glass-Fiber-Reinforced Gypsum Fabrications
09 29 00	Gypsum Board
09 30 13	Ceramic Tiling
09 30 23	Glass Tiling
09 51 13	Acoustical Panel Ceilings
09 51 23	Acoustical Tile Ceilings
09 51 33	Acoustical Metal Pan Ceilings
09 54 33	Specialty Metal Ceilings
09 54 36	Suspended Metal Grids
09 65 13	Resilient Base and Accessories
09 65 19	Resilient Tile Flooring
09 65 36	Static-Control Resilient Flooring
09 66 23	Resinous Matrix Terrazzo Flooring
09 68 13	Tile Carpeting
09 68 16	Sheet Carpeting
09 78 00	Interior Wall Paneling
09 82 60	Acoustical Plaster Systems
09 83 16	Spray-Applied Acoustical Finish System
09 91 13	Exterior Painting
09 91 23	Interior Painting
09 94 13	Textured Plaster Finish
09 96 00	High-Performance Coatings
DIVISION 10 – SPECIALTIES	
10 14 00	Wayfinding Signage
10 22 13	Wire Mesh Partitions
10 26 00	Wall and Door Protection
10 28 00	Toilet, Bath, and Laundry Accessories
10 43 13	Defibrillator Cabinets
10 44 13	Fire Protection Cabinets
10 44 16	Fire Extinguishers
10 71 53	Debris Containment Netting
DIVISION 11 - EQUIPMENT	
11 81 29	Horizontal Fall Protection
DIVISION 12 - FURNISHINGS	
12 36 61.16	Solid Surfacing Countertops
12 36 61.19	Quartz Agglomerate Countertops
12 48 43.23	Anti-Fatigue Floor Mats
12 92 33	Interior Trees
12 93 00	Site Furnishings

Division	Section Title
DIVISION 13 - SPECIAL CONSTRUCTION	
DIVISION 14 - CONVEYING EQUIPMENT	
14 00 00	Elevator, Escalator Maintenance and Repair
14 21 00	Traction Elevators
14 31 00	Escalators/ Moving Walks
DIVISION 21 - FIRE SUPPRESSION	
21 05 17	Sleeves and Sleeve Seals for Fire-Suppression Piping
21 08 00	Commissioning of Fire Suppression Systems
21 12 00	Fire-Suppression Standpipes
21 13 13	Wet-Pipe Sprinkler Systems
DIVISION 22 – PLUMBING	
22 05 00	Common Work Results for Plumbing
22 05 13	Common Motor Requirements for Plumbing Equipment
22 05 16	Expansion Fittings and Loops for Plumbing Piping
22 05 19	Meters and Gages for Plumbing Piping
22 05 23	General-Duty Valves for Plumbing Piping
22 05 29	Hangers and Supports for Plumbing Piping and Equipment
22 05 33	Heat Tracing for Plumbing Piping
22 05 48	Vibration Controls for Plumbing Piping and Equipment
22 05 53	Identification for Plumbing Piping and Equipment
22 07 00	Plumbing Insulation
22 08 00	Commissioning of Plumbing Systems
22 11 16	Domestic Water Piping
22 11 19	Domestic Water Piping Specialties
22 11 23	Domestic Water Pumps
22 11 23.13	Domestic Water Packaged Booster Pumps
22 13 16	Sanitary Waste and Vent Piping
22 13 19	Sanitary Waste Piping Specialties
22 14 13	Facility Storm Drainage Piping
22 14 23	Storm Drainage Piping Specialties
22 14 29	Sump Pumps
22 33 00	Electric Domestic Water Heaters
22 37 00	Potable Water Cabinet
22 40 00	Plumbing Fixtures
22 47 00	Drinking Fountains and Water Coolers
DIVISION 23 - HEATING, VENTILATING, AND AIR CONDITIONING (HVAC)	
23 00 10	Basic HVAC Requirements
23 05 00	Common Work HVAC

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Division	Section Title
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23 05 13	Common Motor Requirements for HVAC Equipment
23 05 14	Variable Frequency Motor Controllers
23 05 16	Expansion Fittings and Loops for HVAC Piping
23 05 17	Sleeves and Sleeve Seals for HVAC Piping
23 05 18	Control Wiring
23 05 19	Meters and Gages for HVAC Piping
23 05 23	General Duty Valves for HVAC Piping
23 05 29	Hangers and Supports for HVAC Piping and Equipment
23 05 48	Vibration Controls for HVAC
23 05 53	Identification for HVAC Piping and Equipment
23 05 80	Air Control and Accessories
23 05 93	Testing Adjusting Balancing for HVAC
23 07 19	HVAC Insulation
23 08 00	Commissioning of HVAC Systems
23 09 00	Instrumentation and Control For HVAC
23 21 13	Hydronic Piping
23 21 16	Hydronic Piping Specialties
23 21 23	Hydronic Pumps
23 31 13	Metal Ducts
23 33 00	Air Duct Accessories
23 34 13	Axial HVAC Fans
23 34 16	Centrifugal HVAC Fans
23 37 13	Diffusers, Registers, And Grilles
23 41 00	Particulate Air Filtration
23 73 13	Modular Indoor Central Station Air Handling Units
23 74 33	Dedicated Outdoor Air Units
23 81 23	Computer Room Air Conditioners
23 81 26	Split System Air Conditioners
23 82 16	Air Coils
23 82 19	Fan Coil Units
23 82 39	Unit Heaters

DIVISION 26 – ELECTRICAL

26 01 00	Operation and Maintenance Manuals
26 01 01	General Provisions and Requirements for Electrical Work
26 01 03	Minor Electrical Demolition for Remodeling
26 01 05	Investigation of Existing Electrical Systems
26 05 00	Common Work Results for Electrical
26 05 10	Electrical Symbols
26 05 12	OUC Underground Electric
26 05 13	Medium Voltage Cable
26 05 19	Building Wire and Cable
26 05 26	Grounding and Bonding
26 05 29	Hangers and Supports
26 05 33	Conduit
26 05 34	Outlet Boxes
26 05 35	Pull and Junction Boxes

Division	Section Title
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26 05 53	Identification for Electrical Systems
26 05 73	Power Systems Study with Arc Flash Analysis
26 05 83	Wiring Devices
26 07 17	SCADA Monitoring and Control
26 08 00	Commissioning of Electrical Systems
26 08 03	Demonstration of Completed Electrical Systems
26 08 13	Tests and Performance Verification
26 09 24	Architectural Lighting Control Systems
26 12 19	Oil-Filled Pad Mounted Transformers
26 12 33	Grounding Transformers
26 22 13	Dry Type Transformers
26 23 00	Low Voltage Transfer Switchgear
26 23 25	Medium-Voltage Generator Paralleling Switchgear & Controls
26 24 13	Switchboards – Draw Out
26 24 16	Panelboards
26 24 17	Distribution Panelboards
26 25 00	Busway – Low Voltage
26 27 13	Electrical Metering and Monitoring
26 27 16	Electrical Cabinets and Enclosures
26 28 16	Enclosed Disconnect Switches
26 32 18	Medium Voltage Diesel Engine Driven Generator
26 33 53	Static Uninterruptible Power Supply
26 36 16	Maintenance Bypass Switches
26 36 23	Automatic Transfer Switches
26 41 13	Lightning Protection System
26 43 00	Surge Protective Devices
26 50 10	Architectural Lighting Fixtures, Lamps, Ballasts for Public Spaces
26 51 00	Interior Lighting – Back of House

DIVISION 27 – COMMUNICATIONS

27 05 00	Common Work Elements for Communications
27 10 00	Premise Distribution Systems
27 10 05	Passive Optical Network
27 10 10	Voice Over IP Telephone System
27 10 15	Wireless Local Area Network System
27 42 20	Electronic Dynamic Signage System
27 51 13	Emergency Communication System
27 53 20	Distributed Antenna System – Public Safety 800MHz and Facilities Radio 460 MHz

DIVISION 28 - ELECTRONIC SAFETY AND SECURITY

28 05 00	Common Work Elements for ESS
28 08 00	Commissioning of Life Safety and Security Systems
28 13 00	Physical Access Control System (SSI)
28 23 00	Video Surveillance System (SSI)
28 31 00	Addressable Fire Detection and Alarm



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Division	Section Title
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DIVISION 31 – EARTHWORK

31 20 00	Earth Moving for Building Slabs
31 31 16	Termite Control
31 35 23.23	Fabric Formed Concrete Riprap
31 63 16	Auger Cast Pressure-Grouted Displacement Piles
31 64 00.13	Low Mobility Pressure Grouting

DIVISION 32 - EXTERIOR IMPROVEMENTS

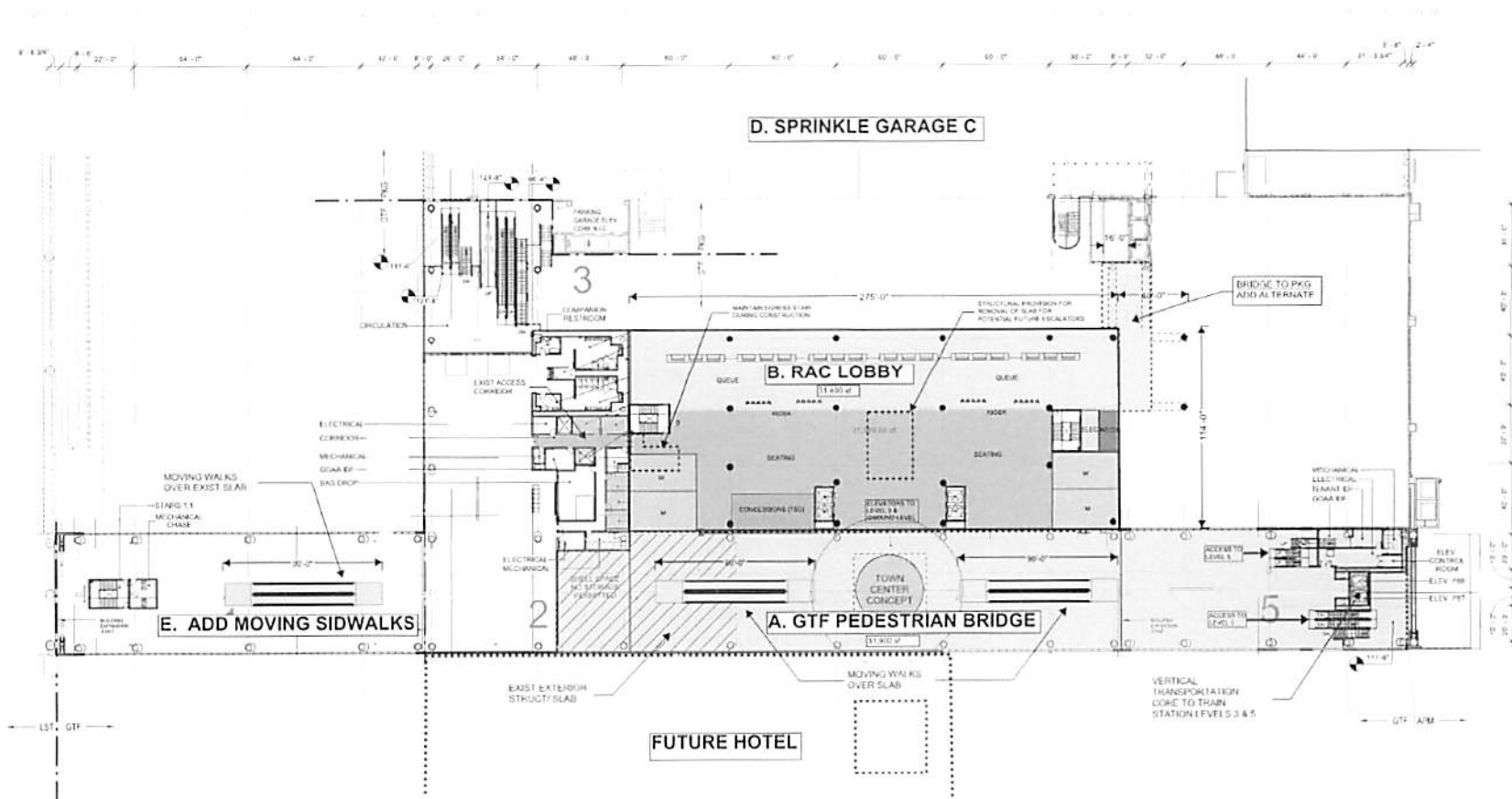
32 13 15	Concrete Pavement
32 13 73	Concrete Paving Joint Sealant
32 84 00	Landscape Irrigation
32 91 13	Soil Preparation
32 92 00	Turf & Grasses
32 92 10	Hydroseeding
32 93 00	Exterior Plants
32 94 00	Interior Plants

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LIST OF EXHIBITS

IV



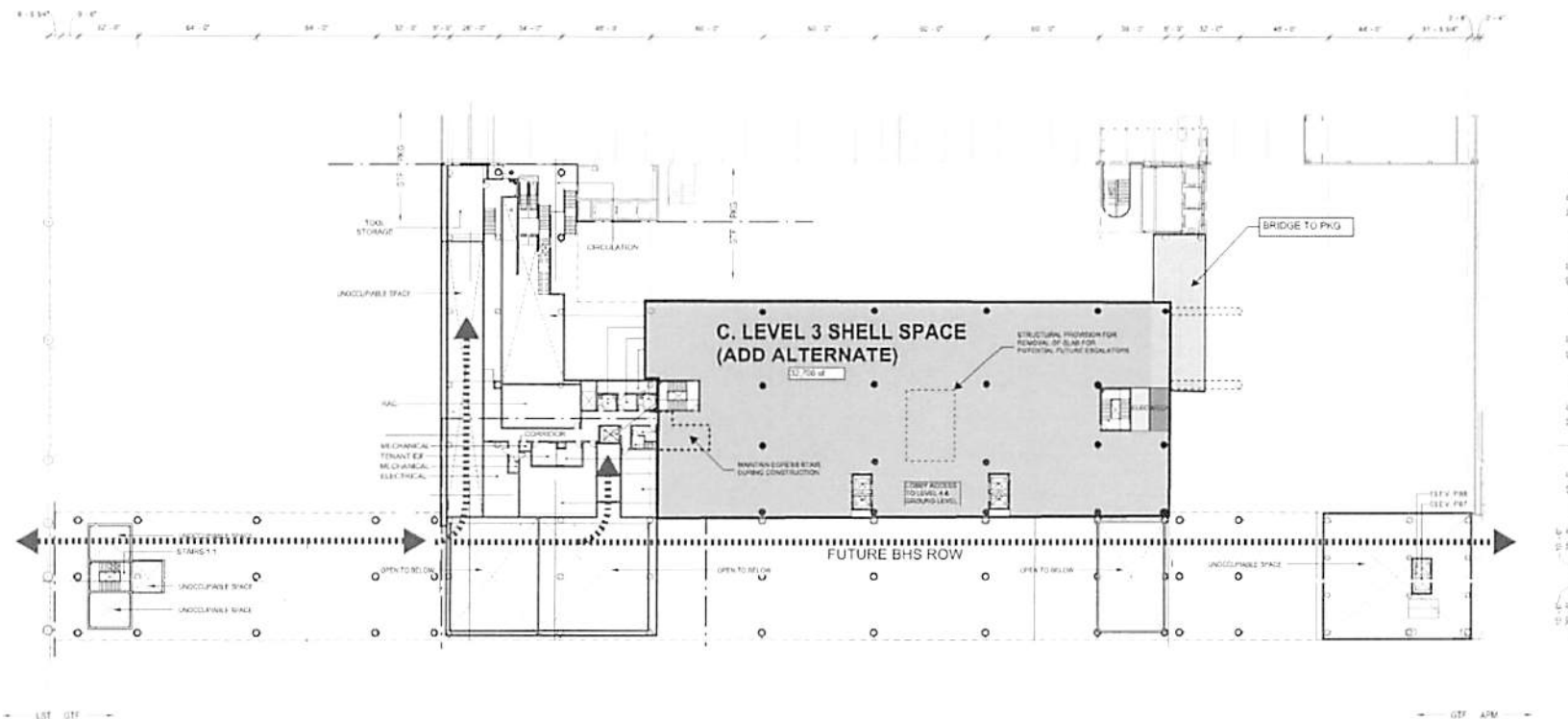
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LEVEL 04 CONCEPT

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20 March 2023



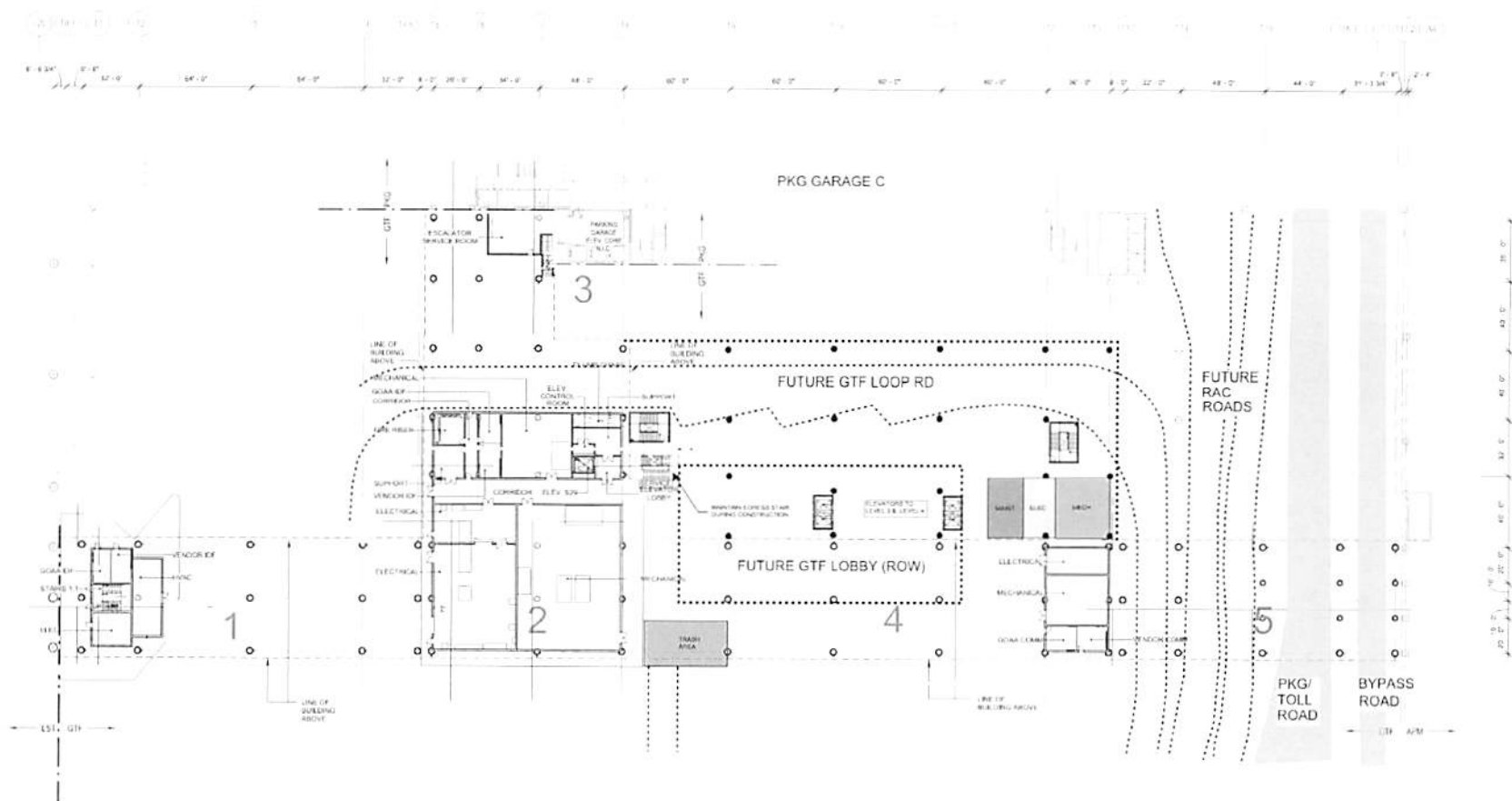
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LEVEL 03 CONCEPT



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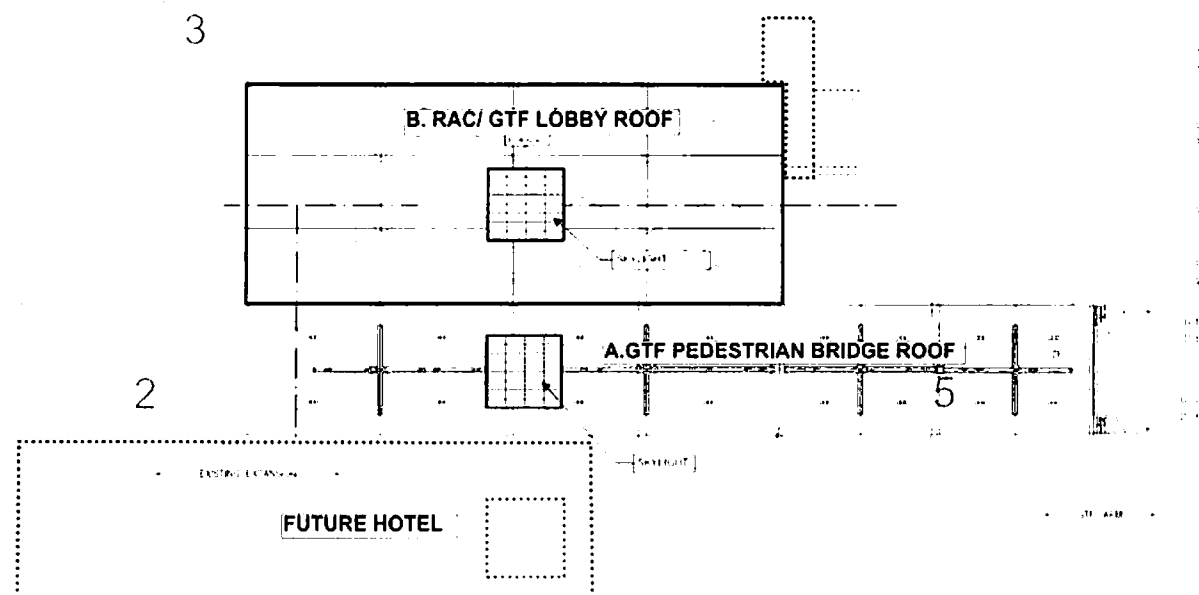
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GROUND LEVEL CONCEPT



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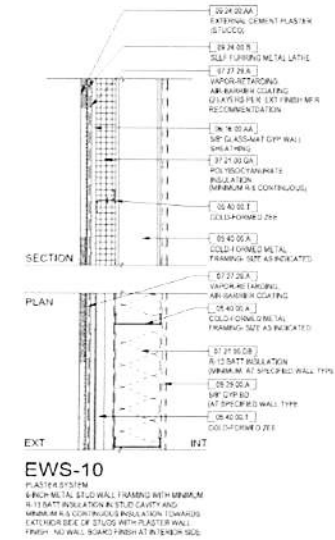
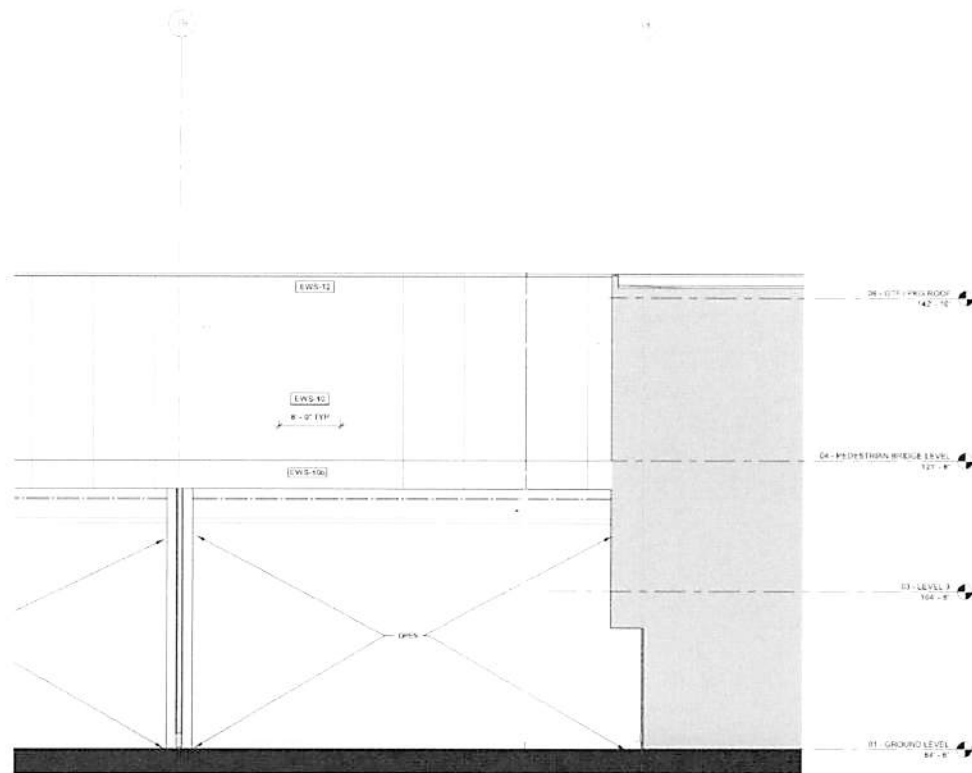
ROOF LEVEL CONCEPT

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Texture:
 ParexUSA 534 Sand Fine
 100% Acrylic-based
 textured finish



Color:
 ParexUSA Moundance
 3027L (66)

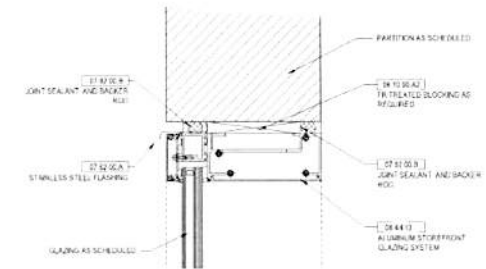
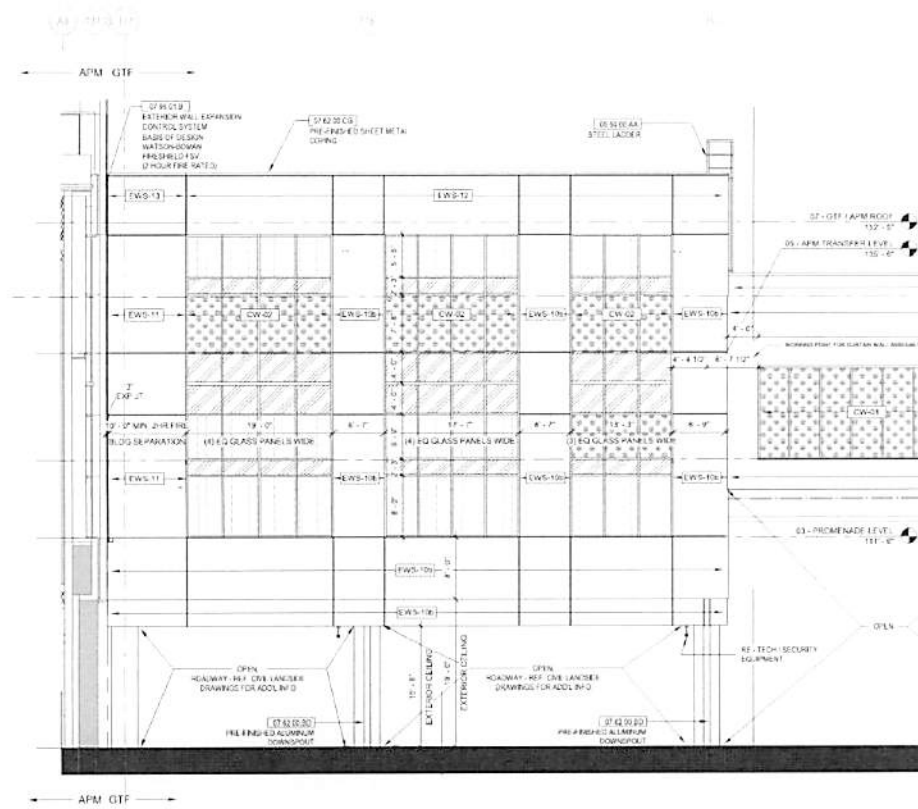
GTF PEDESTRIAN BRIDGE & RAC LOBBY EXPANSION

DESIGN CRITERIA PACKAGE



EXTERIOR WALL SYSTEM





- CW-01 CURTAINWALL SYSTEM AND FINISH TO MATCH GTF
- CW-02 CURTAINWALL SYSTEM AND FINISH TO MATCH TRAIN STATION



- GL-1 LAM VISION GLASS TO MATCH GTF



- GL-8 SPANDREL, LOW IRON GLASS TO MATCH TRAIN STATION



- MT-1 INSULATED METAL PANEL TO MATCH TRAIN STATION

GTF PEDESTRIAN BRIDGE & RAC LOBBY EXPANSION

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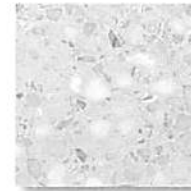
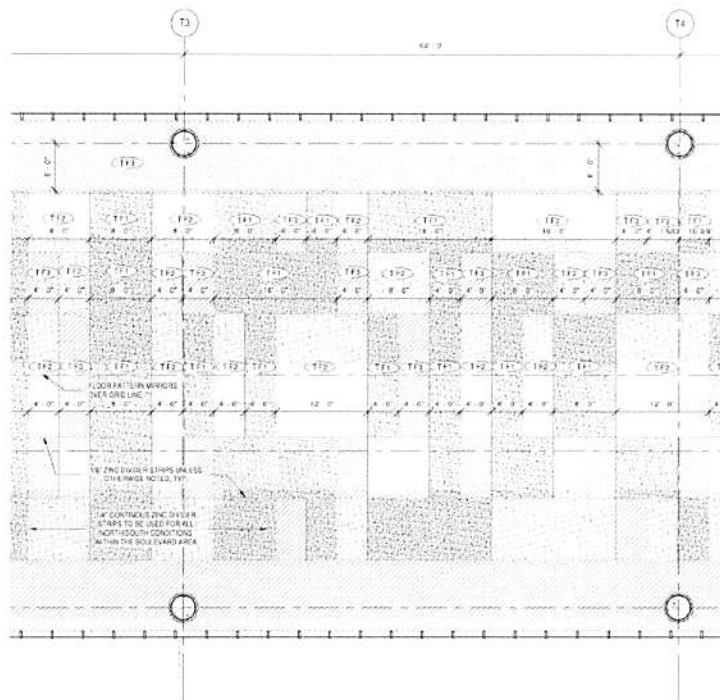


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EXTERIOR CURTAINWALL SYSTEM



20 March 2023



TERRAZZO - TF1

Manufacturer: Terrazzo & Marble Supply Company
 Product: Terrazzo Resin System TM16GG-327
 Resin Color: Rose House Tan 3806
 Aggregate: 25% Georgia White #1, 2, 40% China White #1, 2, 25% Valders #1, 2, 10% Mother of Pearl #2



TERRAZZO - TF2

Manufacturer: Terrazzo & Marble Supply Company
 Product: Terrazzo Resin System TM16GG-442
 Resin Color: White Dove 5824
 Aggregate: 25% Georgia White #1, 2, 40% China White #1, 2, 25% Valders #1, 2, 10% Mother of Pearl #2



TERRAZZO - TF3

Manufacturer: Terrazzo & Marble Supply Company
 Product: Terrazzo Resin System TM16GG-484
 Resin Color: Glacier Gray 588-21
 Aggregate: 25% Georgia White #1, 2, 40% China White #1, 2, 25% Valders #1, 2, 10% Mother of Pearl #2

GTF PEDESTRIAN BRIDGE & RAC LOBBY EXPANSION

DESIGN CRITERIA PACKAGE

SOI

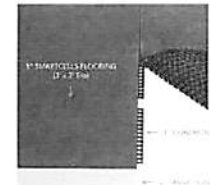
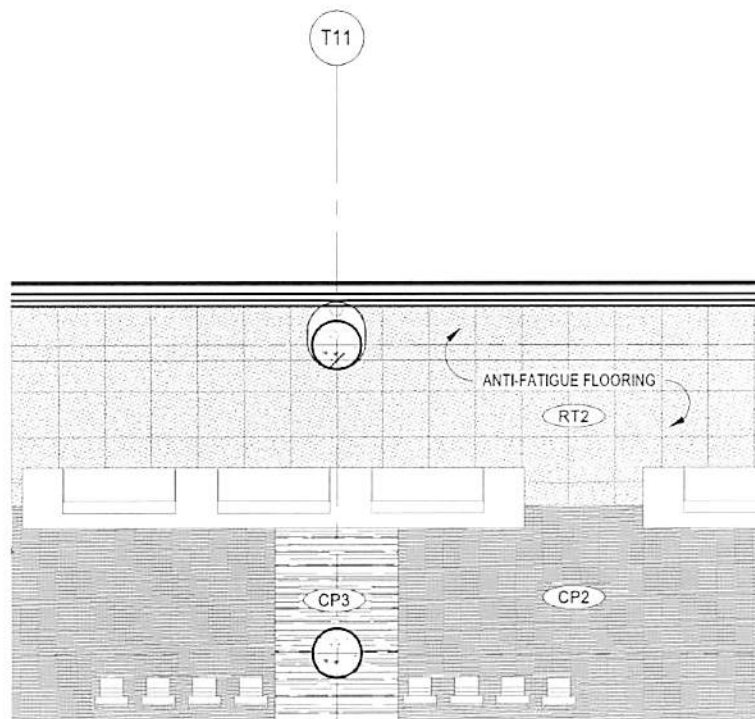


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INTERIOR TERRAZZO FLOORING

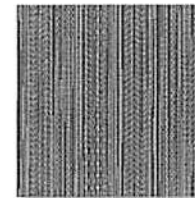
HNTB

20 March 2023



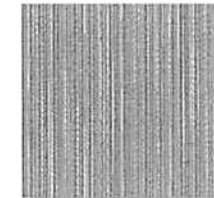
RESILIENT FLOORING - RT2

Manufacturer: Smart Cells USA
Product: Satech Smartcells 1" Thick Anti-Fatigue
Cushion Tile
Color: Black
Size: 36" x 36"
Installation: Loose Lay. Tiles are Edge glued with
Satech Instant Adhesive. Provide hollow installation
Trim



CARPET - CP2

Manufacturer: Mannington
Collection: Great Expectations II
Pattern: Fresh Perspective Modular
Color: Custom
Fiber: 100% Invista Antron Type 6.6 Nylon
Weight: 180x/52 yd
Size: 12' Wide Broadloom
Primary Backing: 100% Synthetic
Secondary Backing: Integra HP w/ Chemically
Weldable Seams



CARPET - CP3

Manufacturer: Mannington
Collection: Great Expectations II
Pattern: Fresh Perspective Modular
Color: Custom
Fiber: 100% Invista Antron Type 6.6 Nylon
Weight: 180x/52 yd
Size: 12' Wide Broadloom
Primary Backing: 100% Synthetic
Secondary Backing: Integra HP w/ Chemically
Weldable Seams

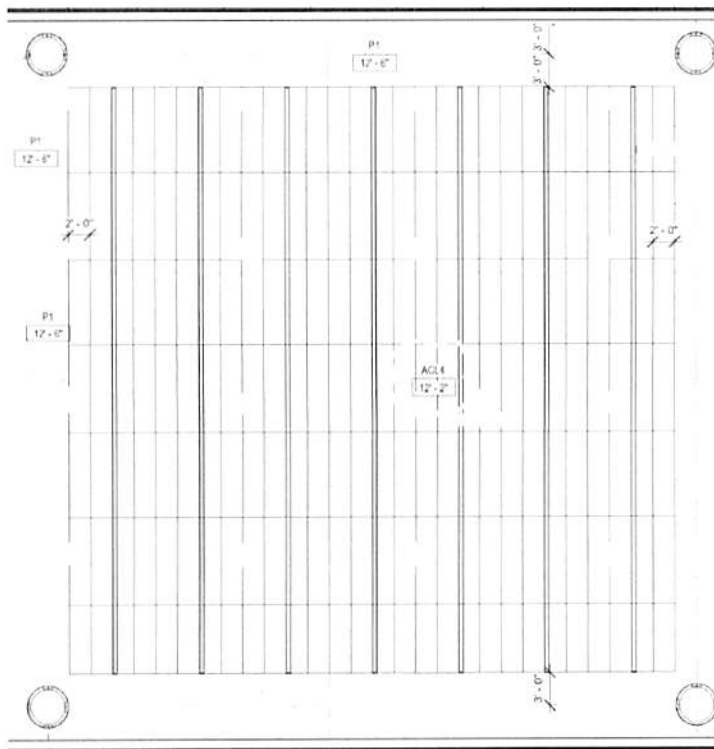
GTF PEDESTRIAN BRIDGE & RAC LOBBY EXPANSION

DESIGN CRITERIA PACKAGE



INTERIOR RAC LOBBY FLOORING





ACOUSTICAL PANEL ACL4 / ACL5

- a. Manufacturer and Series: Armstrong
 - b. Style: Optima Tegular 1262PB
 - c. Size: 24 in x 36 in x 1 in
 - d. Material: Fiberglass
 - e. Color: White
 - f. Edge Detail: Beveled Tegular
 - g. Grid System: Silhouette 1/8" Reveal
 - h. Trim: Acoust. color: White, 4" Typical at Fast Cloud
 - Custom at Sloped
- Notes: all dimensions are factory edge finishes. Field verify all sizes other than standard to be "made to order"

Description:	HP4-R-D-53-TL(200LM)-835-F-96LG-277-SC-O	Type:	F1B
Project:	SR-10%-VF-FE-SW		
Notes:	GOAA GTF - ORLANDO-6-18		

Submitted to: _____ Date: _____
Type: _____
Drawing info: _____

FINELITE
Better Lighting

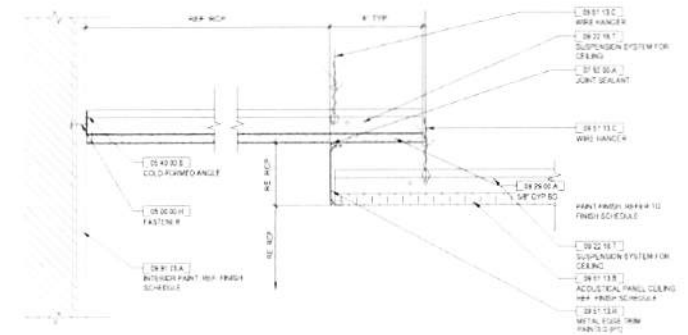
High Performance 4" Aperture (HP-4) Recessed



High Performance 4" Aperture is a patented linear LED luminaire family. HP-4 delivers excellent performance using an advanced optical design and mid-power LEDs. Achieving 90% of initial light output at 100,000 hours and backed by a 10-year performance-based warranty on all standard components.



Typical Overlight Offset Installation



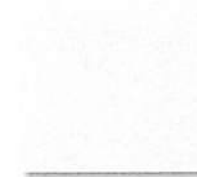
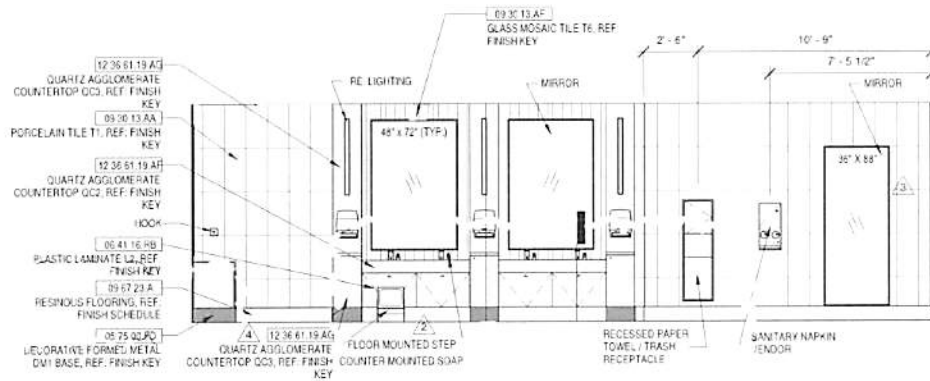
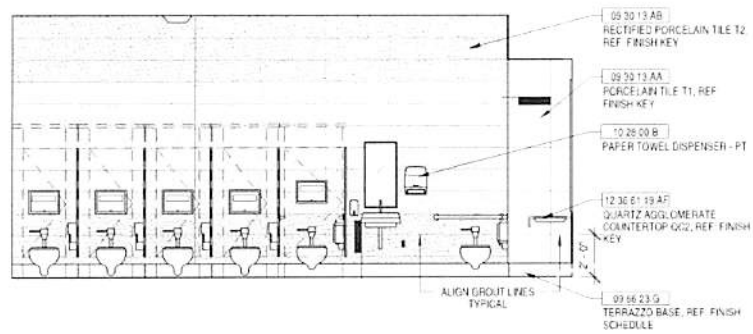
GTf PEDESTRIAN BRIDGE & RAC LOBBY EXPANSION

DESIGN CRITERIA PACKAGE

TYPICAL INTERIOR CEILING FINISHES



HNTB
20 March 2023



PORCELAIN WALL TILE - T1

Manufacturer: Anatolia
Series: Prima Stone
Color: Warm White
Finish: Matte
Size: 12"x12"
Grout Joint: 1/8", Color: Maple 01 - Alabaster
Installation: Wall, Vertical, Stack pattern



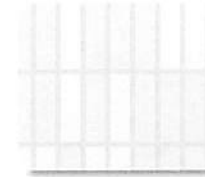
PORCELAIN WALL TILE - T2

Manufacturer: Conquest Surfaces
Series: Structure
Color: R/R Matte
Finish: Textured
Size: 12"x12"
Grout Joint: 1/8", Color: Maple 01 - Alabaster
Installation: Wall, Horizontal, Stack pattern, Re Digs



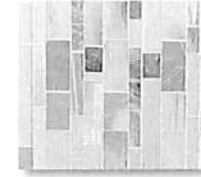
TOILET COMPARTMENT TC1

Manufacturer: Bobrick
Series: Sierra Series 1090
Material: Solid Color Reinforced Composite
Color: Bone Desert beige (SC02)



PORCELAIN TILE - T5

Manufacturer: Stonepeak
Series: Parkland
Color: USG1240439 Sherwood
Pattern: Mosaic
Size: 12"x12"
Grout Joint: 1/8", Color: Maple 94 - Straw
Installation: Vertical, Re Digs



GLASS MOSAIC TILE - T6

Manufacturer: Trend Group
Series/Product: Karina/Metropolis
Color: Ocean
Size: 12 1/4"x12 1/4"
Grout Joint: 1/8", Color: Maple 94 - Straw
Installation: Wall



PLASTIC LAMINATE - L2

Manufacturer: Nevamar
Product: Plastic Laminate
Pattern: Textured
Color: S20831 English Lace



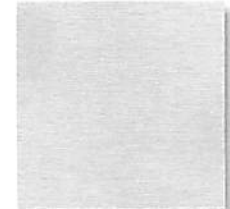
ENGINEERED QUARTZ QC2

Manufacturer: Wilsonart
Product: Quartz Q2007
Color: Pompeii
Thickness: 2cm, mitered corners
Finish: Polished



ENGINEERED QUARTZ QC3 / ST1

Manufacturer: DuPont
Product: Zodiaq
Color: Calacatta Natura
Size: As Indicated
Installation: Vertical



BRUSHED STAINLESS STEEL - DM1

Manufacturer: Kligo 2nd Metals
Product: 304 Stainless Steel
Finish: Brushed No. 4
Thickness: 20ga
Installation: Horizontal

GTF PEDESTRIAN BRIDGE & RAC LOBBY EXPANSION

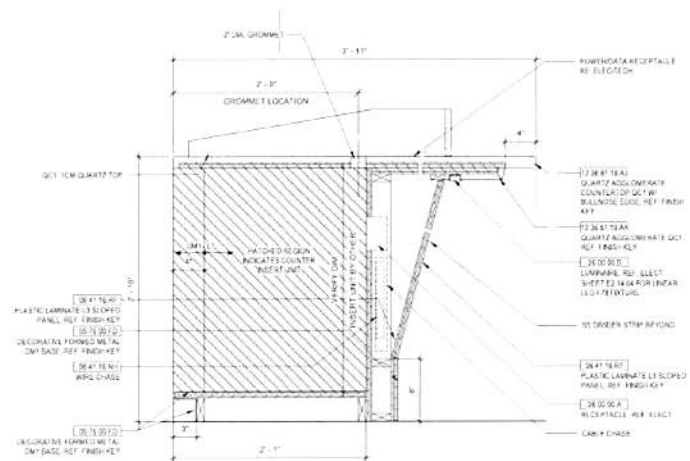
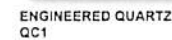
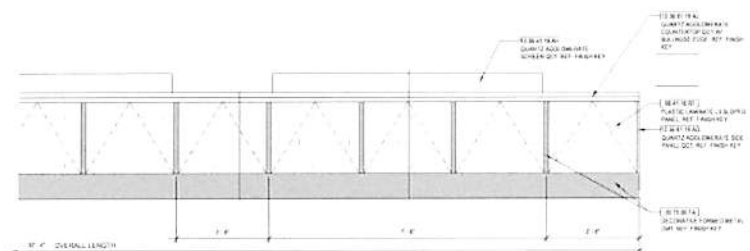
DESIGN CRITERIA PACKAGE



ORLANDO
INTERNATIONAL
AIRPORT

TYPICAL RESTROOM FINISHES

HNTB
20 March 2023



TYPICAL RAC COUNTER/ FINISHES