CONTRACT DOCUMENTS

INCLUDING CONSTRUCTION SPECIFICATIONS

for

V-00982, MCO CAMPUS KEY & LOCK REPLACEMENT

ORLANDO INTERNATIONAL AIRPORT

1 Jeff Fuqua Blvd
Orlando, Florida 32827

GREATER ORLANDO AVIATION AUTHORITY

Documents Prepared and Submitted by:

PSA Management Inc.
800 N. Magnolia Ave. Suite 1850, Orlando Florida 32803
Phone: 407-898-9119/Fax: 407-898-9077

GREATER ORLANDO AVIATION AUTHORITY

ADDENDUM NO. 1
(Issued 9/28/23)

TO THE BID DOCUMENTS FOR
V-00982 MCO Campus Key and Lock Replacement
ORLANDO INTERNATIONAL AIRPORT

V-00982

ADDENDUM NO. 1:

TO ALL HOLDERS OF CONTRACT DOCUMENTS

1. Your attention is directed to the following interpretations of, changes in, and/or additions to the contractor documents for the above-named project.

2. This addendum is part of the Contract Documents.

3. Bidders are required to acknowledge receipt of this Addendum in the space provided on the Bid Form Section 00 41 13.

1) Please see the attached Pre-Bid Meeting Minutes for the Pre-Bid meeting held on September 15, 2023. Also attached is the presentation used during the meeting.

2) **Questions and Answers:**

a. **Question**: Per the Advertisement for Bids (00 11 13-1) a Bid Security in the amount of 10% of total bid price is required for the project, however a bid security is not referenced in any of the other bid documents including instruction to bidders and bid form. Please advise if a bid bond is required for this project?

Answer: No bid bond is required.

b. **Question**: Can I schedule a meeting with you prior to the day the sealed bids are due (October 11, 2023) to review what was covered at the Pre-Bid Meeting?

Answer: No meeting is available. Please see meeting minutes distributed to all Continuing Vertical Contractors for the Pre-Bid Conference, and attached as part of this Addendum.

c. **Question**: What is the make, model and specifications of the lock system you have and what is the make, model and specifications for the new core to be installed?

Answer: Mostly Corbin Russwin. All new cores will be Medeco/ASSA ABLOY.

d. **Question**: Are there keys for all the outgoing cores?
Answer: Two (2) keys will be provided by Assa Abloy for each core. However, the Contractor will not be responsible for any keys or key management. Strictly changing the cores and core management.

e. **Question**: What is the Key Management System and what is required to "manage the key management system"?
Answer: The Contractor will not be responsible for managing the keys/key system.

f. **Question**: Are all project areas accessible to my technicians by General Airport Transportation; i.e.: Tram, Bus, etc,?
Answer: The Contractor controls their means and methods for access to each location.

g. **Question**: Can you send me the OAR Building Priority List?

Answer: See the Pre-Bid Meeting Minutes and Presentation.

h. **Question**: Can you send me the door survey?
Answer: Door survey will be provided to the winning bidder and is a work in progress; see Pre-Bid Meeting Minutes and Presentation.

i. **Question**: Please explain the 600 Core Cylinders to be pinned? Are they to be keyed alike (KAL), key different and/or keyed to a master system and will you provide the pinning code? Can the pinning be done offsite?
Answer: The Contractor will simply remove a core and insert the new core which will have been factory pinned.

j. **Question**: Will you provide for the disposal of waste? "I anticipate it being the packaging for the Cores."
Answer: Old Cores will be stored/managed by the Contractor at a pre-determined location and will be turned over to the Authority at the end of the project.

k. **Question**: What does the following acronyms mean: LS, NTE, BPL/DS?
Answer: Those are doors/space identifiers utilized throughout the airport. These identifiers will be associated with a door number and will be represented on the space plans provided to the winning bidder.

END OF ADDENDUM NO. 1 (V-00982)

GREATER ORLANDO AVIATION AUTHORITY
Orlando International Airport
One Airport Boulevard
Orlando, Florida 32827-4399

Pre-Bid Conference Meeting Minutes

Date, Time & Location: September 15, 2023 at 1:00 PM
Conference Room BRAVO
Orlando International Airport

Attendees: See attached Sign-In Sheets

To: Pre-Bid Conference Attendees

Purpose: Pre-Bid Meeting
V-00982 MCO Campus Key & Lock Replacement
Orlando International Airport

From: Don Corthell, Project Manager

These notes set forth the understanding of the parties. The parties shall rely on the contents unless the writer receives written notice of specific discrepancies for the proposed revised wording within two weeks of the date of mailing or transmittal of these notes.

I. Introduction of Participants

Don Corthell, project manager with PSA Management, opened the meeting and introduced the GOAA representatives: Travaris McCurdy with Small Business, Keith Addison with BIM, Marjorie Dillingham and Ignacio Diaz with Information Tech, and Torie Brooks with Construction.

Mr. Corthell reminded all attendees to sign the attendance sheet.

II. Purpose

Mr. Corthell stated that the purpose of this meeting was to review the project scope and procedures required by the contract, and to answer questions.

III. Scope of Work

Mr. Morejon reviewed the scope of the project, which included:

A. Project Requirements

Mr. Morejon presented an in-depth review of the project including locations, initial building priority list, and the scope of work. It was stated that this project included the changing of lock cores throughout MCO campus, and that the cores would be provided to the winning bidder.

The winning bidder would be responsible for inventory of the cores once they were provided. The number of cores provided would include 13,400 cores, and these cores would be stored at the HJB warehouse.

The installation of the cores would be documented on an app designed by GOAA for the purpose of collecting door information. The app would be provided on an iPad device. Up to six devices would be provided to the winning bidder for the work.

Procedures for handling discrepancies with the lock cores were discussed. This included notating the discrepancy on the iPad device, notifying the OAR of said discrepancy, and eventually returning to remedy the discrepancy once direction was provided from the OAR.

B. Phasing/Staging Requirements

Mr. Morejon reviewed and discussed the top twenty buildings that were designated as a high priority for this project.

C. iPad Demonstration

Ms. Dillingham provided a demonstration of the iPad application that will be used to capture door information. The application included two different pathways of work: updating an existing data point and adding a new door data point. Ms. Dillingham reviewed the fields within the application that would need to be updated with each door.

It was mentioned that the application and the iPad will work on the GOAA Wi-Fi network, and that data would be updated in real time. Mr. Corthell stated that training would take place in December for the winning bidder and that this demonstration was for bidding purposes.

Mr. Morejon stated that the application is still in development and a few of the fields may be eliminated for ease of use.

D. Project Schedule and Time

Mr. Morejon stated that this project will have 150 calendar days to achieve Substantial Completion, and 30 calendar days to achieve final completion. The anticipated Notice to Proceed for construction will be December 27, 2023 and must reach substantial completion by May 24, 2023. Final Completion must be reached by June 23, 2023.

E. Safety and Security

Mr. Corthell advised the attendees all workers will be required to be badged or properly escorted by authorized badged employees. At least one individual would be required to obtain a Customs Border Patrol seal on their badge.

IV. ADMINISTRATION

A. Addenda

Mr. Morejon stated that this is expected to be submitted for approval to the Aviation Authority Board Meeting in December 2023. The Notice to Proceed is expected to be issued on December 27, 2023, however it may be issued before that date.

Requests for the bid letter and documents should be submitted in writing to Rebecca McKeown with PSA Management via email at V982@goaa.org.

B. Bids Due

Mr. Morejon stated that bidders should utilize the forms provided in the project manual, Section 00100, for submitting their bids. The **sealed** bids should be clearly labeled, "**V-00982 MCO Campus Key & Lock Replacement".** Bids should be addressed to Mr. Scott Shedek, Vice President of Construction. **Deliver sealed bids to the Project Controls Office**, Greater Orlando Aviation Authority, 11312 Terminal C Service Road, Bldg. 16, Orlando, FL 32824. **Sealed Bids will be received up to 2:00 p.m., local time on Wednesday, October 11, 2023.**

Bids received after the 2:00 p.m. deadline will not be considered and will be returned unopened.

The bid will be awarded based on the total bid price on the bid form (00300).

V. LEGAL REQUIREMENTS

Ms. McKeown advised the bidders to conduct a complete and thorough review of the bid documents to ensure full compliance of all bid requirements. Further, he advised that all certifications must be completed, and that all addenda must be acknowledged in the bid documents submitted.

A. Instruction to Bidders

Ms. McKeown advised all bidders to refer to Specification Section 00100, Instruction to Bidders, of the bid documents.

B. Small Business Participation Requirements

Mr. McCurdy stated that the small business participation goal for this project is 4% DBE participation. Mr. McCurdy advised the bidders to review the links available in the presentation and to contact the Small Business department if there were any questions regarding participation. Mr. McCurdy also reminded the bidders to show good faith efforts to meet the required goal and provided a list of examples showing good faith efforts.

All bid forms must be submitted. If the form is not applicable, the first page only should be marked "N/A" and submitted.

C. Completeness of Bid

Mr. Morejon stated that terms, conditions, exclusions and/or deviations from the bid documents will not be considered and including them may result in a rejection of the bid.

VI. GENERAL DISCUSSION

Questions and Answers

Question No. 1: **How was the 150 calendar day goal chosen?**

Answer No. 1: The lock cores are not currently produced at this time. At the time of Notice to Proceed, approximately four thousand cores will be ready for installation. Cores will be produced on a rolling schedule to complete the 13,400 cores by the beginning of May 2023. The schedule will be adjusted if the required cores are not ready by the time of installation. The scope consists of removing the lock core with a control key and replacing it with the new core. Based on similar projects and discussions with MEDECCO/ASSA ABLOY, an installer can obtain production rates of 20-30 cores per hour, however, this information is for informational purposes only and it is incumbent upon the bidders to determine their own production capabilities.

Question No. 2: **How many iPad/tablets will be provided?**

Answer No. 2: 6 iPad will be provided to the winning bidder for use on this project. The work will be confined to areas rather than doors to allow the team to complete large areas in a timely fashion.

Question No. 3: **What information is required for Access Control to access the work areas?**

Answer No. 3: A typical LOI will be required from the Authorized Signatory. The OAR will advise if additional information is required. The winning bidder will be required to obtain a Customs and Border Protection (CBP) seal for all personnel performing work in this area and escorting will not be permitted. The winning bidder will not be

required to have all personnel obtain the seal, only those who will provide services within CBP locations.

Question No. 4: **Will we have access to the work areas seven days a week?**
Answer No. 4: The OAR will support the work schedule provided by the winning bidder. The OAR will also assist with contacting tenants to help facilitate the work.

Question No. 5: **Has the goal of 30 to 40 cores an hour been timed with using the iPad application as well?**
Answer No. 5: No. What is critical is capturing the door data. If it is easier to capture data on paper and transfer it to the application later, that is an option. If the Wi-Fi is down, the information can be entered into the application, and it will update when it connects to Wi-Fi again.

It was important to note that the bidder decides how many doors can be completed in a day. GOAA is not providing a benchmark.

Question No. 6: **Is there one master key to remove all cores?**
Answer No. 6: Keys will be provided to the winning bidder that will remove current lock cores.

Question No. 7: **How do we handle complicated cores and hardware that need replacing?**
Answer No. 7: There is a built-in allowance for this type of work. If door hardware is damaged or too difficult to work with, please note it in the iPad application and move to the next door. The OAR team will review the door and will provide direction.

Question No. 8: **Will broken hardware and problem doors count against the 150 calendar days? What about long-lead items?**
Answer No. 8: The OAR team will review the number of problem doors and broken hardware and provide a fair adjustment to the contract where applicable.

Question No. 9: **How many cores are available?**
Answer No. 9: The cores are not ready at this point. At the time of Notice to Proceed, approximately four thousand cores are anticipated to be available for install. The OAR team will ensure that cores will continue to be produced and ready for installation to keep ahead of the contractor.

Question No. 10: **What if there is a delay in core production?**

Answer No. 10: The OAR team / GOAA is responsible for production rates. If production rates do not keep up with the contractor, the contract time will be adjusted.

Question No. 11: Will the contractor need to coordinate the core materials?
Answer No. 11: No. The OAR will coordinate the production of the lock cores and the delivery to GOAA. Once the material is delivered, it will be the responsibility of the winning bidder to inventory the material and pull what is needed for daily work.

Question No. 12: Building Priority List – does this need to be coordinated with GOAA to build the preliminary schedule?
Answer No. 12: The OAR and GOAA will provide the priority list and the number of cores that will be in the priority list. The contractor's bid schedule shall show their capability to install the 13,400 cores, starting with approximately 4,000 at NTP, and a minimum of 2,000 cores per month moving forward.

Question No. 13: Why are the Liquidated Damages so high?
Answer No. 13: The EDC guidelines were utilized to assess liquidated damages. The liquidated damages will be adjusted to $1,000 per day after Substantial Completion, and $500 after Final Completion.

Question No. 14: Is there a bonus if you beat the substantial completion date/finish the project early?
Answer No. 14: No. There is no bonus for finishing the project ahead of schedule.

Question No. 15: Once the core is replaced, how are the new keys handled?
Answer No. 15: The OAR Team will distribute the keys to end users.

VII. ADJOURN MEETING

The meeting adjourned at 2:00PM.

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V-00982 MCO Campus Key & Lock Replacement

Pre-Bid Conference

September 15, 2023

1:00 PM EST

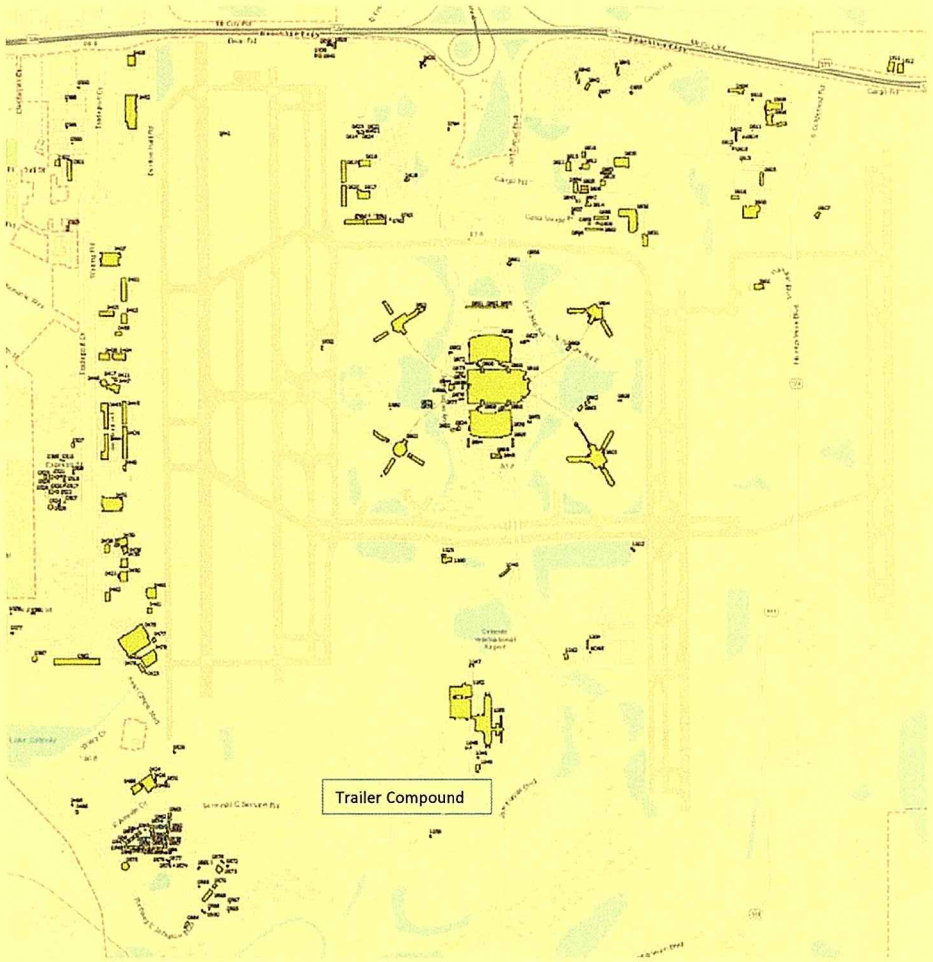
Agenda

- Opening Remarks / Introduction of Participants
- Project Requirements
  - Project Location
  - Scope of Work
  - Time of Completion / Liquidated Damages
- Project References
  - MCO Campus Map
  - iPad Application
  - Construction Documents
- Bid Procedures and Requirements
  - Time of Completion / Liquidated Damages
  - Project References / Construction Documents
  - Bid Requirements
  - Small Business Requirements
  - Bid Submittals / Bid Opening / Award
- Questions and Answers

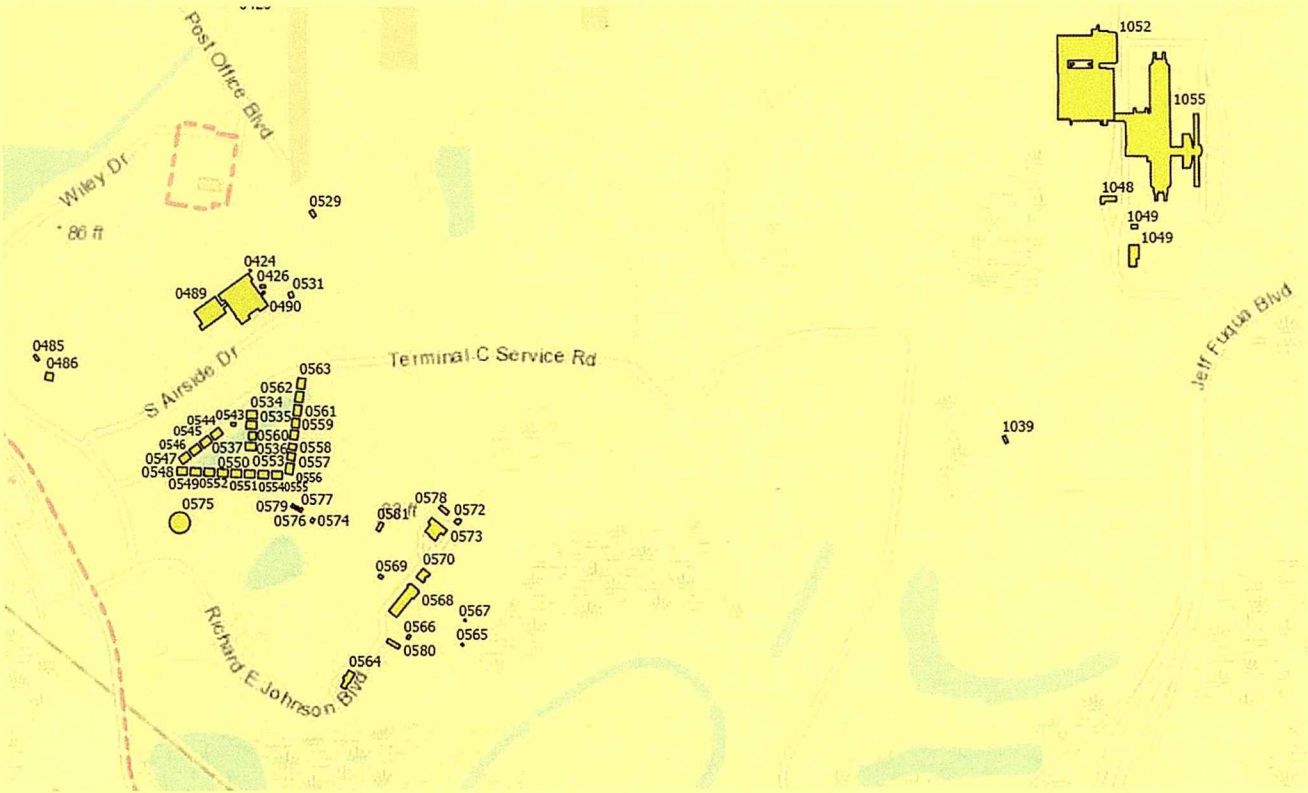
Introduction of Participants

Max Marble	Senior VP of Capital Programs
Scott Shedek	VP of Construction
Iranetta Dennis	VP of Small Business
Christina Taylor	Senior Project Manager
Kathy Anderson	Manager of Contracts & Grants
Karen Ryan	Legal Counsel, Nelson Mullins
Don Corthell	Senior Project Manager, PSA
Rene Morejon	Assistant Project Manager, PSA
Rebecca McKeown	Senior Project Coordinator, PSA

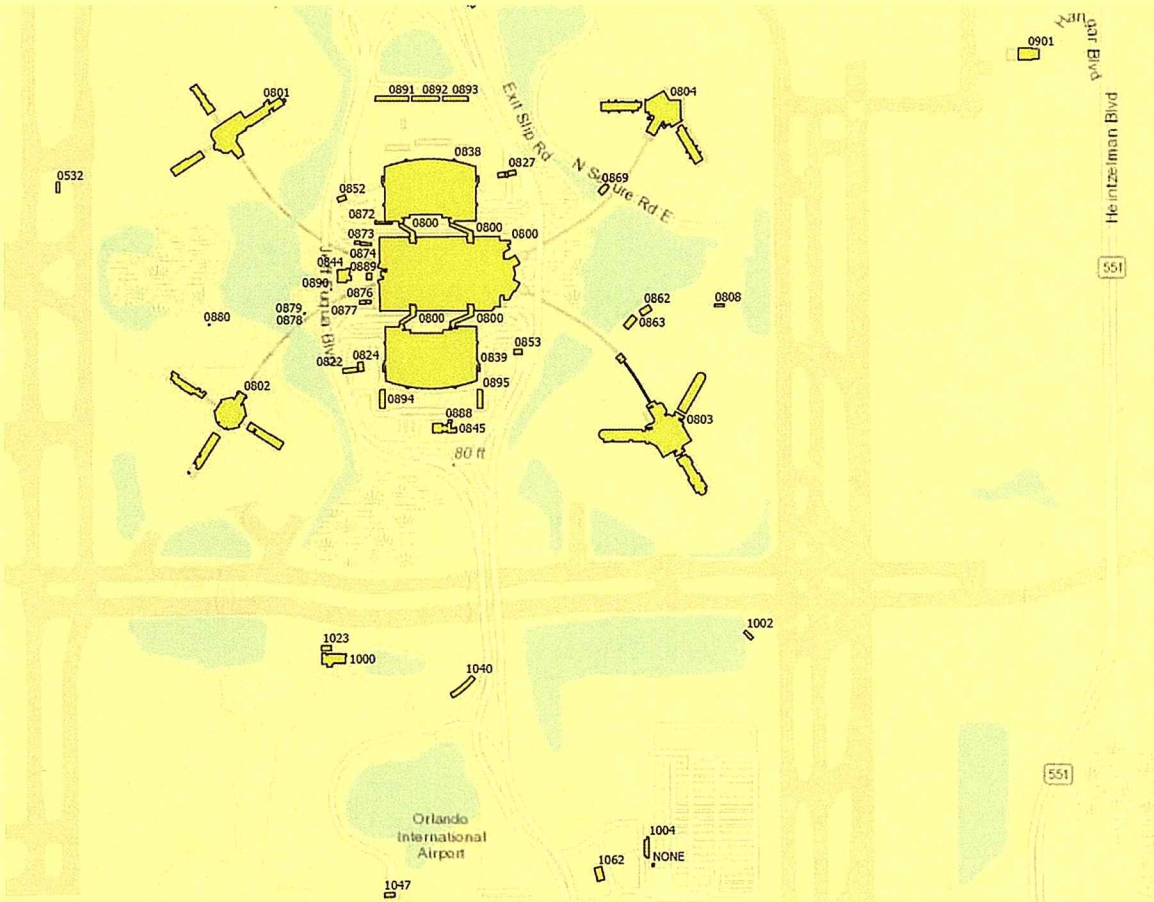
Project Location



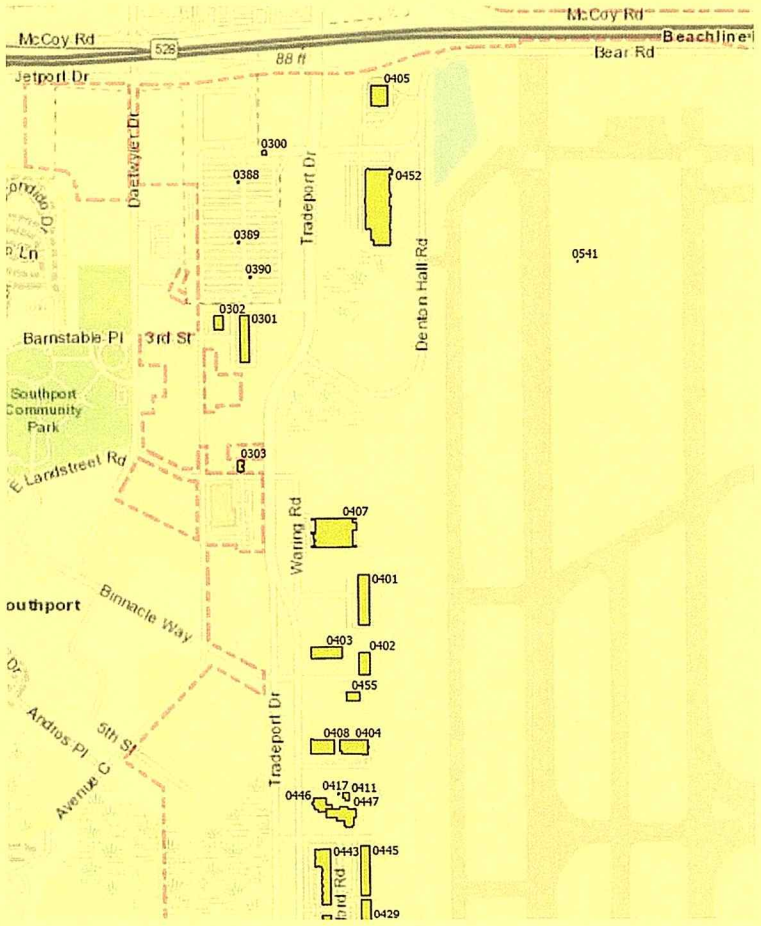
Project Location – South Terminal & Trailer Complex



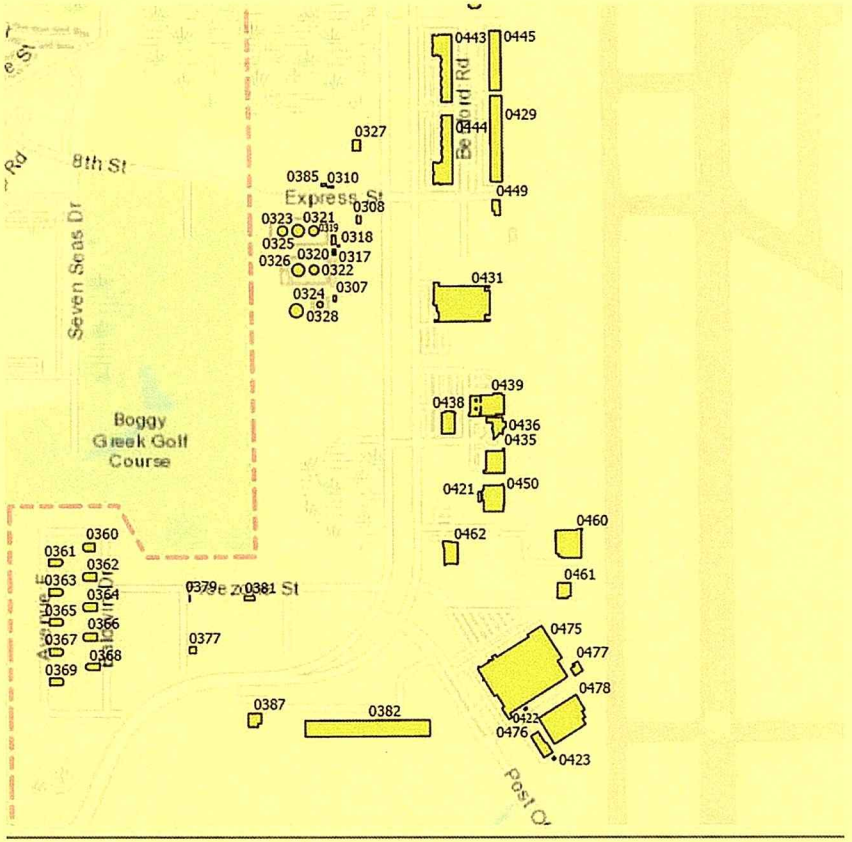
Project Location – North Terminal & Airsides 1-4



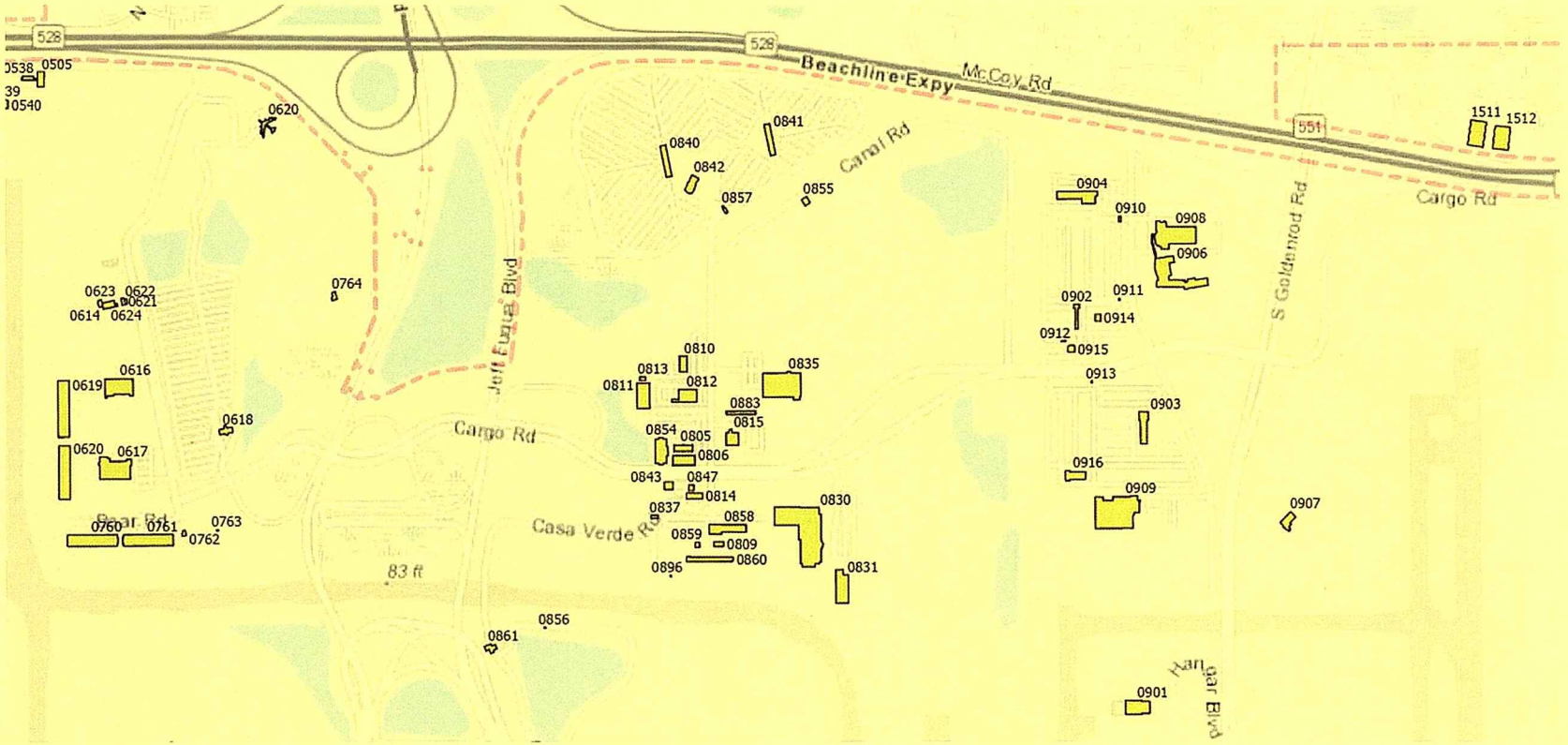
Project Location – (North) West Ramp



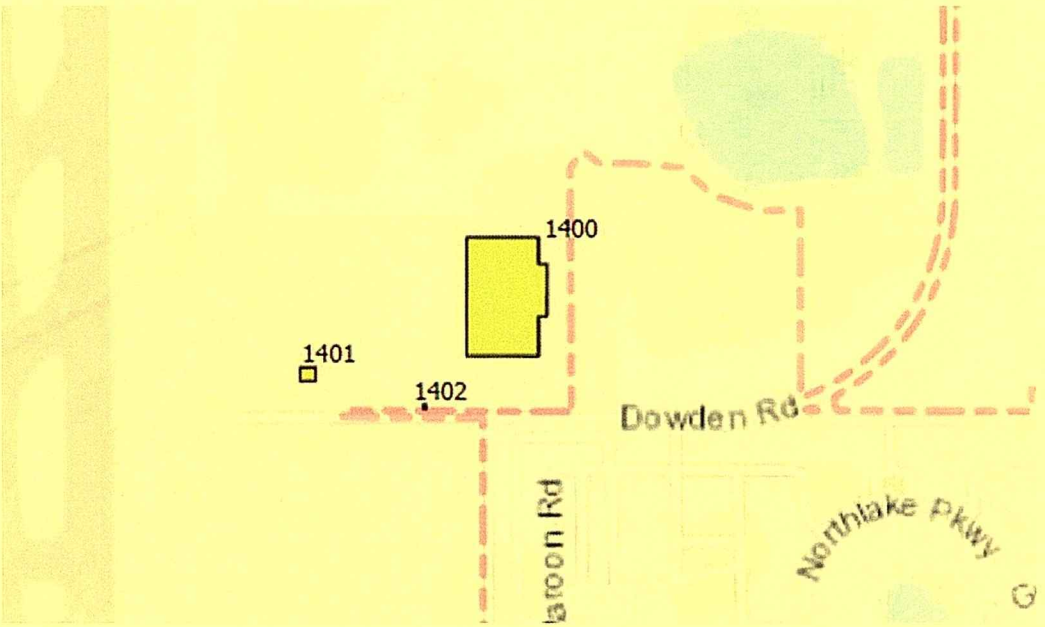
Project Location – (South) West Ramp



Project Location – North Ramp



Project Location – HBJ Warehouse



Initial Buildings Priority List

* Subject to change for project needs

- Annex Building
- South Terminal C Landside & Airside (Excluding P1X)
- North Terminal Building & Airsides 1 – 4
- All Terminals Parking Garages
- All West Ramp GOAA & Tenant Buildings
- South Trailer Complex

Project Requirements

Scope of Work:

PROJECT DESCRIPTION: The Contractor will have 150 calendar days to replace all Orlando International Airport campus wide door lock cores (approximately 13,400) with new Owner provided cores, and according to OAR-provided Building Priority List and Door Survey (BPL/DS). This replacement will include the detailed documentation of new cores installation using Owner-provided iPad devices.

Project Requirements

Scope of Work (Continued):

A. Storage and Accountability: The Contractor will receive, inventory, securely store, and track all new cores at the Owner's designated onsite storage facility and be given sole access to stored materials.
    1) The Contractor will inventory and sign for cores as they arrive from the manufacturer according to the BPL/DS.
    2) The Contractor will be responsible for transporting only the cores needed to meet the BPL/DS daily work schedule from storage facility to designated building and track them at the building until installed.

Project Requirements

Scope of Work (Continued):

B. Installation and Verification: The Contractor will remove old cores and store them for turn-in to the Owner's "Lock Shop" and install new cores the OAR's BPL/DS.

1) The new cores will be matched and verified with door numbers prior to the old core removal and installation.
2) Any questions, discrepancies, or conflicts hindering the new core installation will be communicated to the OAR. The old core will not be removed, and the issue documented on the iPad device. The door will be skipped until the OAR can resolve the issue.
3) Examples – missing doors, missing door numbers, fitting issues, etc.

Project Requirements

Scope of Work (Continued):

C. Once new cores are installed, the core and door number will be annotated on the iPad device and a picture of the door (to include door number and new core) will be taken with the iPad device.

D. Old cores will be stored by the Contractor, labeled by type, and turned over at the end of the project.

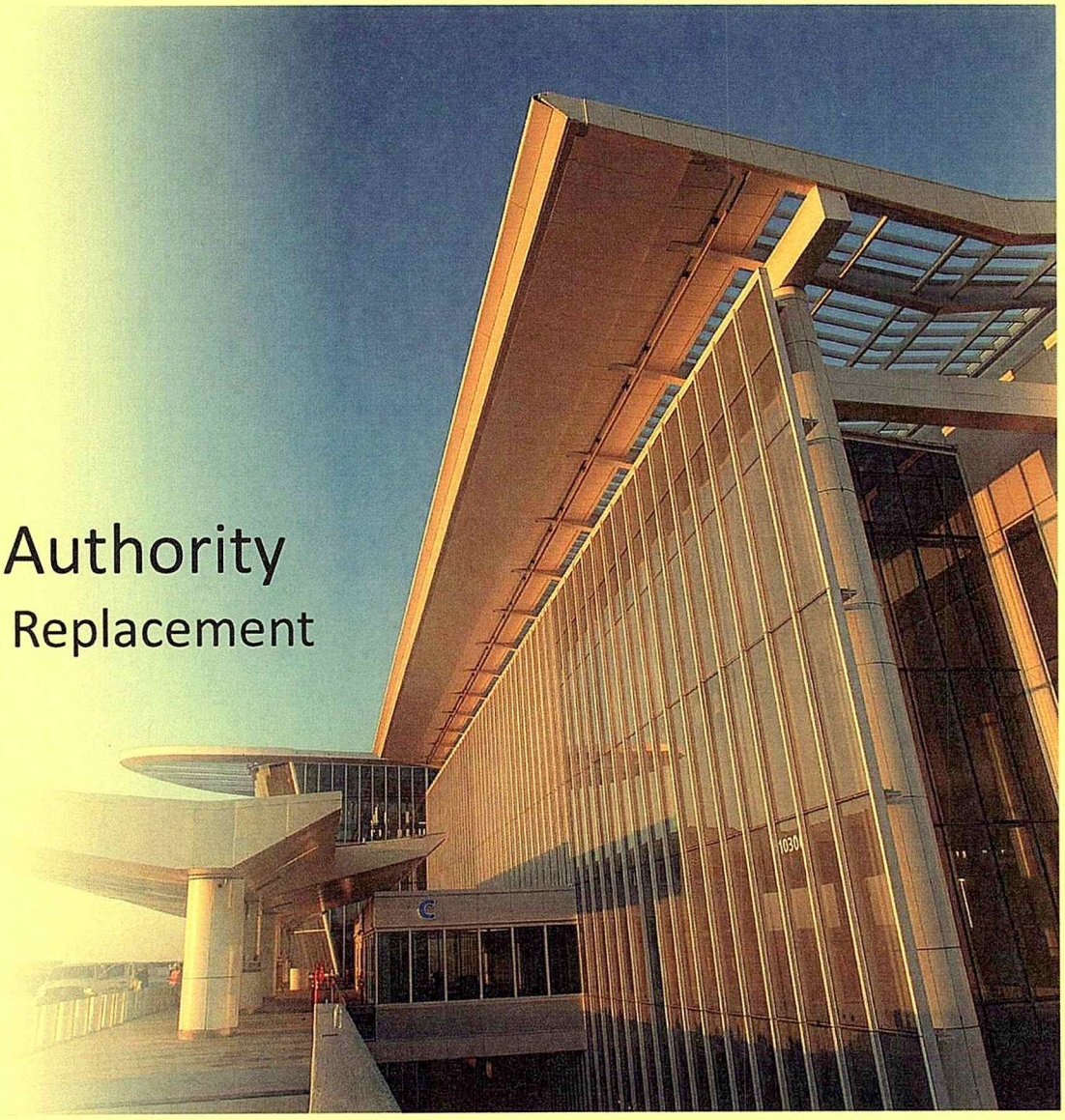
E. Data stored on the iPad will be uploaded/provided to the OAR on a weekly basis. Door survey will be conducted using these iPads during the installation.

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Greater Orlando Aviation Authority

V-00982 MCO Campus Key & Lock Replacement

iPad Application



Application Development

A data collection application is being developed as a collaborative effort between GOAA's Engineering and Construction and Information Technology staffs.

Engineering and Construction, Geospatial is developing door location data for the entire MCO campus.

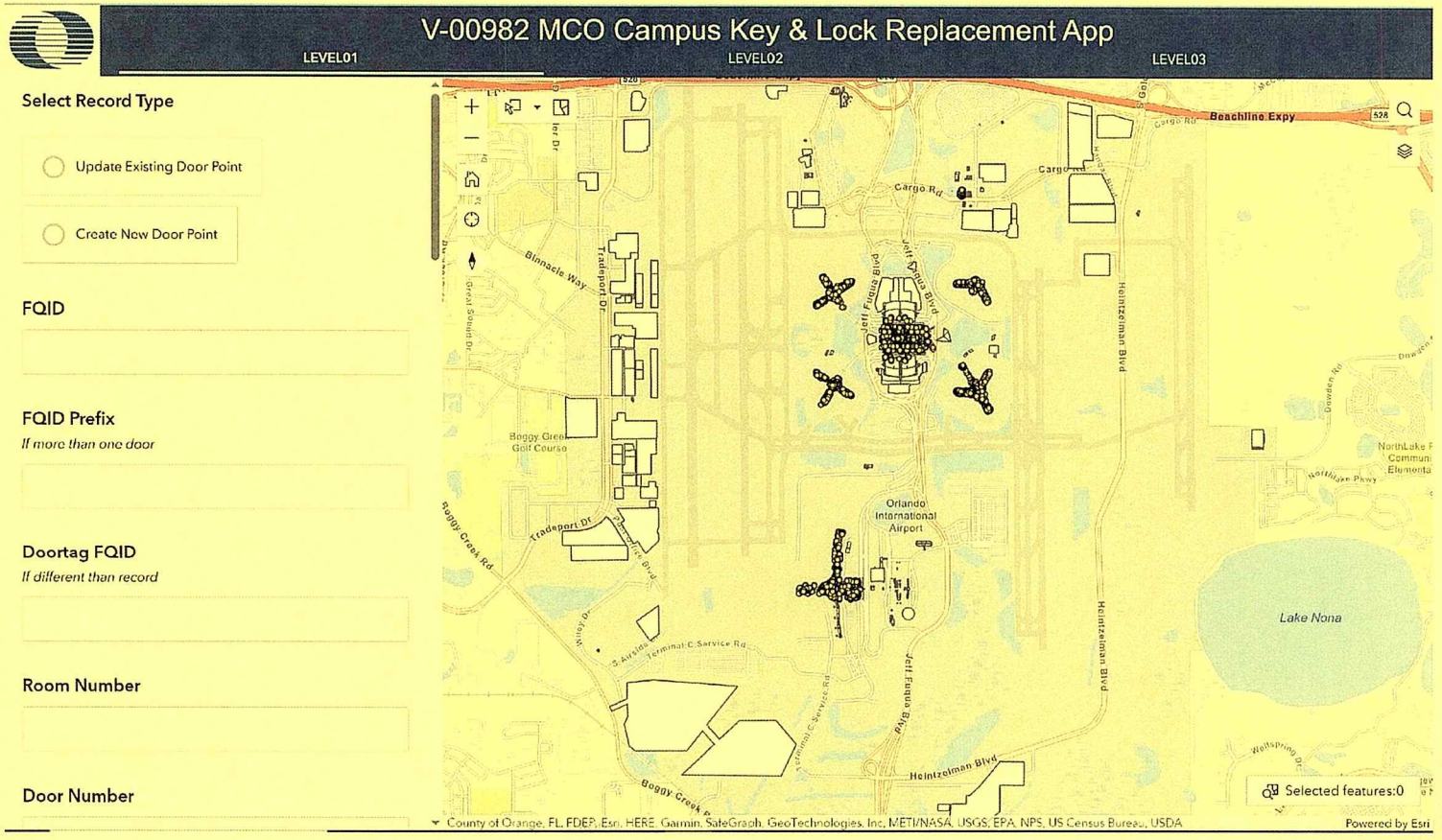
Information Technology, Automation Software is developing the application that will enable mobile workers to access and send data updates to a GOAA hosted database.

V-00982 Key and Lock Replacement App

Two Workflows

1) **Update Existing Door Point Data (Select a point)**

2) **Create New Door Point, Move Door Point, Delete Door Point (Place a point)**



Administration Requirements

Time of Completion:

- Substantial Completion shall be achieved within **150** calendar days from the issuance of the Notice to Proceed
- Final Completion shall be achieved within **30** calendar days from the date of actual Substantial Completion

Liquidated Damages:

- **$2,200** per calendar day for each and every consecutive calendar day elapsing between the date fixed for Substantial Completion of the Work and the date Substantial Completion is actually achieved
- **$1,100** per calendar day for each and every consecutive calendar day beyond the calendar days fixed for Final Completion of the Work and the date Final Completion is actually achieved

Project References

- Reference Documents are available by emailing Rebecca McKeown, Senior Project Coordinator, Email: V982@goaa.org.

- A box link has also been provided to download the Construction Documents & Specifications at:
  https://goaa.box.com/s/ilscfqwnyu3k78ellymntct2qg2exry0

Construction Documents

- Site Maps
- Building Floorplans
- Building Door Survey Spreadsheets
- Assa Abloy Shipping Manifest/Inventory

Small Business Requirements

- All Bidders, including DBE Prime Bidders, must meet the goal or provide Good Faith Efforts documents (Self-Performance does not count towards the goal).
- **Goals:**
  - **DBE: 4% of Total Bid Price**
- Questions concerning the Small Business Programs or GFE can be addressed to:

  - Iranetta Dennis, Vice President of Small Business Development
    Phone: (407) 825-7179, Email: iranetta.dennis@goaa.org
  - Edelis Molina, Sr. Small Business Administrator
    Phone: (407) 825-7135, Email: edelis.molina@goaa.org

Small Business Programs - Directories

Please visit the following for certified DBE/LDB/MWBE/VBE:

1. Greater Orlando Aviation Authority **(All programs):**
https://www.orlandoairports.net/airport-business/

2. Orange County **(MWBE):**
http://apps.ocfl.net/OrangeBids/MinorityVendorListing/

3. City of Orlando **(MWBE):**
http://www.cityoforlando.net/mwbe/certified-mwbe-directory/

4. State of Florida **(MWBE & VBE):**

http://www.dms.myflorida.com

5. FDOT **(DBE/MWBE)**
http://www3b.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/

Small Business Requirements

Good Faith Efforts – Examples:

- Active engagement/contract negotiations.
- Follow-up calls.
- Furnish information regarding bid.
- Maintain call records and call logs.
- Receive and evaluate bids.
- Furnish copies of bids from both DBE and non-DBE subs for GFE evaluation if the DBE bid is rejected.

Bid Requirements

- **Sealed Bids Submittal Deadline:**
  - Sealed Bids will be received **up to 2:00 p.m. on October 11, 2023**, and should be delivered to the **Project Controls Office, Greater Orlando Aviation Authority, 11312 Terminal C Service Road, Bldg. 16, Orlando, FL 32824, marked "V-00982 MCO Campus Key & Lock Replacement"**.
  - SUBMIT ONE SEALED ENVELOPE
  - Sealed bids received after that time and date will not be considered and will be returned unopened.

Note: Terms, conditions, exclusions, and/or deviations from the bid documents will not be considered and including them may result in a rejection of the bid.

Proposed Dates of Approval

- Opening of bid envelopes will take place on **October 11, 2023** immediately after submittal deadline. Recommended ranking of proposers will be considered at the **October 24, 2023** Construction Committee meeting at **9:00 am** in the Carl T. Langford Board Room.

- Award is expected to be considered at the **December 13, 2023** Aviation Authority Board Meeting with NTP expected by **December 27, 2023.**

- Dates Subject to Change

QUESTIONS?

V-00982 MCO Campus Key & Lock Replacement

ORLANDO INTERNATIONAL AIRPORT
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00 31 11	Project Directory	March 2022
00 41 13	Bid Form-c Stipulated Sum (Single-Prime Contract)	March 2022
~~00 41 13.13~~	~~Exhibit A – Schedule of MWBE Subcontractor Participation of Total Bid Price~~	~~March 2022~~
~~00 41 13.14~~	~~Exhibit B - Schedule of LDB/VBE Subcontractor Participation of Total Bid Price~~	~~March 2022~~
00 41 13.15	Exhibit C –Schedule of DBE Subcontractor Participation of Total Bid Price	March 2022
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GREATER ORLANDO AVIATION AUTHORITY
ADVERTISEMENT FOR BIDS

GREATER ORLANDO AVIATION AUTHORITY
ADVERTISEMENT FOR BIDS

The Greater Orlando Aviation Authority, hereinafter called "Owner," hereby requests sealed bids for **V-00982 MCO Campus Key & Lock Replacement (Project), at ORLANDO INTERNATIONAL AIRPORT."**

1. PROJECT DESCRIPTION: The Contractor will have 150 days to replace all Orlando International Airport campuswide door lock cores (approximately 13,400) with new Owner-provided cores, and according to OAR-provided Building Priority List and Door Survey (BPL/DS). This replacement will include the detailed documentation of new cores installation using Owner-provided iPad devices.

    a. Storage and Accountability: The Contractor will receive, inventory, securely store, and track all new cores at the Owner's designated onsite storage facility and be given sole access to stored materials.
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            a) Examples – missing doors, missing door numbers, fitting issues, etc.
    c. Once new cores are installed, the core and door number will be annotated on the iPad device and a picture of the door (to include door number and new core) will be taken with the iPad device.
    d. Old cores will be stored by the Contractor, labeled by type, and turned over at the end of the project.
    e. Data stored on the iPad will be uploaded/provided to the OAR on a weekly basis.

Sealed bids will be received in the Project Controls Office, Greater Orlando Aviation Authority, 11312 Terminal C Service Road, Bldg. 16, Orlando, FL 32824, up to 2:00 p.m., local time, October 11, 2023, at which time all bids received will be publicly opened the contents noted and read aloud.

On and after thirty (30) days after opening, or after Aviation Authority action either by Committee or Board, Bid Documents will be electronically available and may be obtained by contacting Rene

Morejon, Ast. Project Manager, Phone: 407-825-3138; Email: V982@goaa.org. A complete examination and understanding of the drawings and specifications contained in the Bid Documents is necessary in order for the Bidder to properly submit a Bid. The Bid Documents also include a detailed set of Instructions to Bidders. All Bids shall be prepared in accordance with the Instructions to Bidders. The failure to comply with any requirement contained in the Bid Documents may result in the rejection of the Bid as non-responsive or a finding that the Bidder is not qualified for this Project.

The time of completion for this Work is anticipated to be 150 calendar days to achieve Substantial Completion; exact time requirements are defined in the Instructions to Bidders.

A Pre-Bid Conference will be conducted at the Orlando International Airport, SAC Conference Room Bravo, 11344 Terminal C Service Road, Building 4, Orlando, Florida on September 15, 2023, at 1:00pm, local time. A Site Inspection may be conducted immediately following the Pre-Bid Conference or at a time specified during the Pre-Bid Conference. The Pre-Bid Conference is the primary opportunity that Bidders will have to address with the Owner questions about the Project, the Contract Documents, and the Owner's security requirements.

A Bid Security in the amount of ten percent (10%) of the sum of the Total Bid Price will be required for this Project. Exact Bid Guarantee period requirements are defined in the Instructions to Bidders.

The Aviation Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

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.

IMPORTANT NOTICES

All Bidders are hereby notified that they must comply with: 1) the Disadvantaged Business Enterprise (DBE) requirements of 49 CFR Part 26, as referenced in the Owner's Disadvantaged Business Enterprise Participation Program and Affirmative Action requirements; 2) the Buy American requirements imposed by 49 USC § 50101; 3) the minimum prevailing wage rates established by the Secretary of the U.S. Department of Labor (Davis Bacon requirements); 4) Certification Regarding Lobbying Pursuant to 49 CFR Part 20 for Contracts, Grants, Loans, and Cooperative Agreements; 5) Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion (2 CFR Part 1200,2 CFR Part 180, and the Owner's Policy Section 130.04); 6) the Standard Title VI Assurances and Nondiscrimination Provisions; 7) the Foreign Trade Restriction Certification (49 USC §50104 and 49 CFR part 30); and, 8) the procurement of recovered materials

pursuant to the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247.

The requirements of 49 CFR part 26 apply to this Contract. It is the policy of the Owner to practice nondiscrimination based on race, color, sex or national origin in the award or performance of this Contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered area are as follows:

Timetables:

DBE participation: 4%

These goals are applicable to all of the Contractor's construction work (whether or not it is federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the Contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project, for the sole purpose of meeting the Contractor's goals, shall be a violation of the Contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within ten (10) working days of award of any construction subcontract in excess of Ten Thousand Dollars ($10,000.00) at any tier for construction work under the Contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the Subcontractor; employer identification number of the Subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this notice and in the Contract resulting from this solicitation, the "covered area" is Orlando, Florida SMSA*.

*Orange, Osceola, and Seminole Counties, Florida.

The Owner's award of this Contract is conditioned upon the Bidder satisfying the good faith effort requirements of 49 CFR §26.53. The DBE requirements are set forth in General Provisions Section 20-28 of this Solicitation.

The DBE Participation Goal for this Contract is 4%.

SCOTT SHEDEK

Digitally signed by SCOTT SHEDEK
DN: C=US, E=SCOTT.SHEDEK@GOAA.ORG, O=GREATER ORLANDO AVIATION AUTHORITY, CN=SCOTT SHEDEK
Reason: I am approving this document
Date: 2023.09.09 08:36:03-04'00'

Scott Shedek, Vice President of Construction
Greater Orlando Aviation Authority

SECTION 00 21 13 - INSTRUCTIONS TO BIDDERS

1.0 DEFINITIONS:

The definitions of certain terms used in these Contract Documents are given in the attached General Conditions, Supplementary Conditions and Special Conditions Regarding Construction at Airport Facilities.

2.0 DELIVERY, RECEIPT AND OPENING OF BIDS:

Bids shall be hand delivered or mailed to the exact place specified in the Invitation to Bid. Bids must be submitted in sealed envelopes addressed and labeled with the name of the Bidder, the Bidder's address, the time and date fixed for the opening of Bids and plainly marked as follows: "V-00982, MCO CAMPUS KEY & LOCK REPLACEMENT, ORLANDO INTERNATIONAL AIRPORT." Bids received after that time will not be considered and will be returned unopened. Bids transmitted by facsimile or electronic mail are non-responsive and will not be considered.

Bids will be opened and read at the time and place specified in the Invitation to Bid. Bidders or their authorized agents are invited to be present during the bid opening.

3.0 DRAWINGS AND OTHER CONTRACT DOCUMENTS:

The drawings and other Contract Documents set forth, among other factors, the location and description of the Work to be performed under this Contract, the quantity of Work for which Bids are invited and the time in which the Work must be completed.

4.0 EXAMINATION OF CONTRACT DOCUMENTS AND SITE:

A Site Inspection may be conducted immediately following the Pre-Bid Conference or at a time specified during the Pre-Bid Conference. The Bidder is required to examine carefully the site of the Work and the drawings and other Contract Documents for the Work contemplated. By submitting a Bid, the Bidder represents to the Owner that it has satisfied itself as to the conditions to be encountered, of the character, quality and quantities of Work to be performed and materials to be furnished, and of all of the requirements of the plans, specifications and other Contract Documents, including the security requirements.

5.0 OBLIGATION OF BIDDERS:

The Bidder must inform itself fully of the construction, labor and security conditions under which the Work is to be performed. The Bidder shall not be relieved of its obligation to furnish all material, equipment, labor, and services necessary to carry out the provisions of the Contract Documents and to complete the contemplated Work for the consideration set forth in its Bid by reason of having failed to inform itself with respect to those matters.

6.0 PREPARATION OF BIDS:

Bids shall be submitted on a copy of the attached Bid Documents. All blank spaces in the Bid Form shall be completed legibly and correctly in ink. The Bidder shall specify the Total Bid Price for the entire Work described in the Contract Documents. **No modifications to the Bid Documents shall be permitted, unless made pursuant to an Addendum.**

7.0 ADDENDA - CHANGES WHILE BIDDING:

Any questions or requests for interpretation of the drawings, specifications or other Contract Documents or correction of any apparent ambiguity, inconsistency or error therein, shall be in writing, addressed to PSA Management, Attn. Rene Morejon, 11328 Terminal C Service Road Trailer #13, Orlando, FL 32824, Phone 407-825-3138, Email: V982@goaa.org, and must be received at least nine (9) calendar days prior to the date fixed for the opening of Bids.

All interpretations, corrections and supplemental instructions will be in the form of written Addenda to the Contract Documents which, if issued, may be by Electronic mail (e-mail), registered mail, transmitted by facsimile, or hand delivered, to all prospective Bidders (at the respective addresses provided to the PSA Management at the time the Bidder received the Bid Documents) not later than five (5) calendar days prior to the date fixed for the receipt of Bids.

All Addenda shall become part of the Contract Documents. Only the interpretation or correction issued in a written Addendum shall be binding, and prospective Bidders are warned that no other source or form of communication is authorized to give information concerning, or to explain or interpret, or modify the Bid Documents.

If the Bidder fails to acknowledge receipt of any such Addendum in the space provided in the Bid Form, its Bid will nevertheless be construed as though the Addendum had been received and acknowledged, and the submission of its Bid will constitute acknowledgement of the receipt of the same.

8.0 WITHDRAWAL OF BIDS:

No Bid may be withdrawn after it is submitted, unless the Bidder makes its request in writing and such request is received prior to the time and date fixed for the opening of Bids. The Bidder may withdraw its Bid after the Bid opening only after requesting in writing to the Owner and the Owner agrees with the conditions justifying the withdraw.

9.0 TIME OF COMPLETION:

The time of completion is of the essence of the contract and, each Bidder, if delivered an executed Contract, shall proceed with the Work in accordance with the approved schedule and within the Contract Time period specified in the Contract Documents. In the event of failure to complete the Work within the time specified, the Owner may assess damages as provided by law or the Contract Documents, unless an appropriate extension of time has been approved in a Contract Modification. ~~This time period includes a thirty (30) calendar day submittal period during which no work will be performed at the job site unless authorized by the Owner or Owner's Authorized Representative (OAR).~~

The time of completion for this Work, as used throughout the Contract Documents, is one-hundred-fifty (150) calendar days to achieve Substantial Completion, commencing from the issuance of the Notice to Proceed.

Final Completion shall be achieved within thirty (30) calendar days from the date of Actual Substantial Completion.

10.0 LIQUIDATED DAMAGES:

It is agreed that if Substantial Completion or Final Completion as defined in the Contract Documents is not achieved within the established time frames, as adjusted by Contract Modifications, if any, the Contractor

and the Contractor's surety shall be liable to the Owner for liquidated damages, and not as a penalty, for such delay, two-thousand two-hundred and 00/100 Dollars ($2,200.00) per calendar day for each and every consecutive calendar day elapsing between the date fixed for Substantial Completion of the Work and the date Substantial Completion is actually achieved, and one-thousand one-hundred and 00/100 Dollars ($1,100.00) per calendar day for each and every consecutive calendar day beyond the calendar days fixed for Final Completion of the Work and the date Final Completion is actually achieved. The Owner's receipt of payment for such Liquidated Damages does not preclude the Owner from pursuing any other rights or remedies available to it under the Contract or Florida law.

11.0 COMPUTATION OF TIME:

Unless otherwise specified in the Bid Documents, the term "days" shall refer to calendar days. When any obligation or deadline 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.

~~12.0 MWBE SUBCONTRACTOR PARTICIPATION REQUIREMENTS:~~

~~The Owner has adopted a Non-Federally Funded Minority and Women Business Enterprise ("MWBE") Program.~~

~~The policies, forms and certified MWBE Directory are available on-line at the Owner's web site: http://www.orlandoairports.net/small_business/index.htm~~

~~MWBE Subcontractor Participation Goal: % of Total Bid Price.~~

~~In its sole discretion, the Owner reserves the right to combine the MWBE goal with the Owner's other local participation program goals including the LDB/VBE program goals.~~

~~All Bidders shall complete and submit the Schedule of MWBE Subcontractor Participation, Exhibit A to these Documents, with the Bid.~~

~~The Bidder, in meeting the guidelines of the MWBE Participation Program, is not relieved of its equal employment opportunity obligations under state and federal laws and regulations.~~

~~Questions concerning the MWBE program can be addressed to the Owner's Office of Small Business Development, Attn. Ms. Iranetta Dennis, Vice President, Greater Orlando Aviation Authority, Orlando International Airport, 5850-B Cargo Road, Orlando, FL 32827; phone number (407) 825-7130, E-mail iranetta.dennis@goaa.org.~~

~~13.0 LDB/VBE SUBCONTRACTOR PARTICIPATION REQUIREMENTS:~~

~~The Owner has adopted a Local Developing Business/Veterans Business Enterprise ("LDB/VBE") Program.~~

~~In its sole discretion, the Owner reserves the right to combine the LDB/VBE goal with any of the Owner's other local participation program goals including the MWBE program goals.~~

~~The policies, forms and certified LDB/VBE Directory are available on-line at the Owner's web site: http://www.orlandoairports.net/small_business/index.htm~~

~~LDB/VBE Subcontractor Participation Goal: % of Total Bid Price.~~

~~All Bidders shall complete and submit the Schedule of LDB/VBE Subcontractor Participation, Exhibit B to these Documents, with the Bid.~~

~~The Bidder, in meeting the guidelines of the LDB/VBE Participation Program, is not relieved of its equal employment opportunity obligations under state and federal laws and regulations.~~

~~Questions concerning the LDB/VBE program can be addressed to the Owner's Office of Small Business Development, Attn. Ms. Iranetta Dennis, Vice President, Greater Orlando Aviation Authority, Orlando International Airport, 5850-B Cargo Road, Orlando, FL 32827; phone number (407) 825-7130, E-mail iranetta.dennis@goaa.org.~~

14.0 DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION PROGRAM:

Pursuant to regulations promulgated by the U.S. Department of Transportation, the Owner has adopted a Disadvantaged Business Enterprise (DBE) Participation Program for Federally and State of Florida Funded Contracts.

The policies, forms and certified DBE Directory are available on-line at the Owner's web site: http://www.orlandoairports.net/small_business/index.htm

DBE Subcontractor Participation Goal: 4% of Total Bid Price.

All Bidders shall complete and submit the schedule of DBE Subcontractor Participation, Exhibit D to these Documents, with the Bid.

The Bidder, in meeting the guidelines of the DBE Participation Program, is not relieved of its equal employment opportunity obligations under state and federal laws and regulations.

The Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Questions concerning the DBE program and can be addressed to the Owner's Office of Small Business Development, Attn. Ms. Iranetta Dennis, Vice President, Greater Orlando Aviation Authority, Orlando International Airport, 5850-B Cargo Road, Orlando, FL 32827; phone number (407) 825-7130, E-mail iranetta.dennis@goaa.org.

15.0 DISQUALIFICATION OF BIDDERS:

Any of the following causes may be considered sufficient for the disqualification of a Bidder and the rejection of its Bid:

a. submission of more than one Bid for the same work by an individual, firm, partnership or corporation under the same or different names;
b. evidence of collusion between or among Bidders;
c. work for which the Bidder is committed by contract, which, in the Owner's judgment and sole discretion, might hinder or prevent the prompt completion of the Work under this Contract if awarded to the Bidder;

d. being behind on the approved completion schedule for any existing contracts with the Owner, in litigation with the Owner or having defaulted on a previous contract with the Owner;
e. poor, negligent or defective performance of work for Owner or any other party on prior projects, which, in the Owner's judgment and sole discretion, raises doubts as to the Bidder's ability to properly perform the Work;
f. appearance of the Bidder on the Department of Management Services' Convicted Vendors List or Discriminatory Vendor List; and
g. not possessing the required licenses, registrations or certifications to perform the Work.

16.0 REJECTIONS OF BIDS:

A Bid may be considered irregular and may be rejected if, in the Owner's sole discretion, the Bid contains any omissions, alterations of form, additions not called for, conditions, reservations, qualifications, objections, limitations, unauthorized alternate bids or any other irregularities of any kind or any other cause, which, in the Owner's judgment and sole discretion, is sufficient to justify disqualification of a Bidder or the rejection of its Bid. In addition, the Owner reserves the right to reject for any reason, in its sole discretion, all bids at any time prior to full execution of Contract and delivery to the Bidder.

Failure to meet the DBE participation goals and the failure to provide satisfactory documentation of Good Faith Efforts may result in the rejection of the bid.

The Owner reserves the right to reject any irregular Bid, to reject any or all Bids, to re-advertise the Project or elect not to proceed with the Project. The Owner also reserves the right to waive irregularities if such waiver is in the best interest of the Owner.

17.0 BASIS OF AWARD:

Unless all Bids are rejected, a Notice of Intent to Award the Contract will be issued to the lowest, qualified, responsible Bidder whose Bid is responsive to the Invitation to Bid. The apparent low bid will be determined on the basis of the Total Bid Price as included in Section 00 41 13. In determining the apparent low bid, the Owner reserves the right to correct, in all bids, obvious mathematical errors within the Total Bid Price, the unit price extensions, page totals or any combination thereof, if applicable. The Owner also reserves the right to take into consideration the Bidder's qualifications and past performance with the Owner or any other entity in determining if the Bidder is responsible and qualified.

~~Unless all Bids are rejected, a Notice of Intent to Award the Contract will be issued to the lowest, qualified, responsible Bidder whose Bid is responsive to the Invitation to Bid. The apparent low bid will be determined on the basis of the Base Bid price, or Base Bid price plus any combination of the Additive Alternate Bid prices, or Total Bid Price as included in Section 00 41 13. The final amount of funding available for this project will not be known until the time of bid opening, and the scope of work awarded will be dependent on that amount. The apparent low bid will reflect the combination of proposed cost for the scope of work that is closest to, but still less than, the funding amount available. In determining the apparent low bid, the Owner reserves the right to correct, in all bids, obvious mathematical errors within the Total Bid Price, the unit price extensions, page totals or any combination thereof, if applicable. The Owner also reserves the right to take into consideration the Bidder's Qualifications and past performance with the Owner or any other entity in determining if the Bidder is responsible and qualified.~~

18.0 EXECUTION OF ADDENDUM:

Unless all Bids are rejected, a Notice of Intent to Award the Contract will be issued to the apparent successful Bidder. The Notice of Intent to Award is not a commitment, but a procedure to enable the Bidder to assemble and deliver to the Owner the Contract Documents. The Bidder who receives a Notice of Intent to Award an Addendum shall, within ten (10) business days of the date of Notice of Intent to Award, execute and deliver to the Owner all of the required Contract Documents, including, but not limited to the following:

a. the Addendum in the form contained in the Contract Documents,
b. the Performance Bond and Payment Bond in the form contained in the Contract Documents each for not less than the Total Contract Price,
c. the Power of Attorney,
d. the Performance and Payment Bond Certification Form, evidencing the authority of the person executing the Bonds, and
e. the Certificate of Insurance evidencing the required insurance coverage,
f. the required ~~MWBE, LDB/VBE~~ DBE data and submittals, and,
g. the Preliminary Schedule.

The above documents must be furnished, executed and delivered to the Owner before the Contract Documents will be executed by the Owner. The Contract shall not be deemed awarded and shall not be binding upon the Owner until it has been executed by the Owner and a copy of the fully executed Contract Documents is delivered to the Contractor.

Bidders are hereby informed that the award of this Contract may be contingent upon Owner's receipt of grant funding. The Owner reserves the right not to proceed with the award of the contract for any reason, including, but not limited to, if the lowest Total Bid Price exceeds the Owner's estimates or budget or funding is otherwise unavailable. The Owner shall have the right to rescind its Notice of Intent to Award without liability at any time before the Contract Documents have been fully executed by all parties and delivered to the Contractor.

19.0 GUARANTY OF FAITHFUL PERFORMANCE AND PAYMENT:

Contractors are hereby informed that as a public entity, the Owner's property is not subject to the Construction Lien Law contained in Chapter 713, Florida Statutes.

A Performance Bond and a Payment Bond satisfactory to the Owner and in the form attached hereto, each in an initial amount of not less than the Total Contract Price, will be required from the successful Bidder for, among other, the following purposes: a) to guarantee faithful performance of the requirements of the Contract Documents, including all applicable warranties; b) to guarantee the payment of all labor, materials, or supplies used directly or indirectly in the prosecution of the Work provided for in the Contract; and c) to comply fully with the requirements of Florida law.

20.0 POWER OF ATTORNEY AND COUNTERSIGNATURE:

Attorneys in fact who sign Bid Bonds, Performance Bonds and Payment Bonds, must file with such Bonds a certified copy of their power of attorney to sign the bonds. All bonds must be countersigned by an agent appointed by the Surety and licensed by the State of Florida, with the powers-of-attorney attached.

21.0 INSURANCE REQUIREMENTS:

The selected Contractor will be required to provide insurance Inside the Aircraft Operations Area as listed below in accordance with the General Conditions.

Type of Policy	Limits
Commercial General Liability:	$5,000,000.00, each Occurrence
Maximum Deductible or Self-insured Retention:	$100,000.00

Coverage shall include Products & Completed Operations and Contractual liability for the entire period of the statute of repose contained in Florida Statutes 95.11.

Automobile Liability:	$5,000,000.00
Maximum Deductible or Self-insured Retention:	$100,000.00
Workers Compensation	Statutory Limit
And Employers' Liability	$500,000 each accident
	$500,000 disease-policy limit
	$500,000 disease-each employee

~~Pollution Liability Coverage: $1,000,000, each Claim~~
~~Maximum Deductible or Self-insured Retention: $100,000~~

~~Cyber and Privacy Liability $5,000,000 each Occurrence~~

Any deductible or self-insurance retention ($0.00 and higher) for each coverage line must be indicated on the Certificate of Insurance. See Section 00 62 16 Certificate of Insurance and Article 11 of the General Conditions for Additional Insured requirements.

22.0 FLORIDA SALES AND OTHER TAXES:

The Bidder is responsible for paying to the appropriate governmental entity all applicable taxes. Any applicable tax legally enacted when the bids are received shall be included in the Total Bid Price by the Bidder, whether or not yet effective or merely scheduled to go into effect.

~~The Owner reserves the right to remove from the scope of work the direct purchase of certain materials to be used or incorporated into the Project. Owner's direct purchase of materials, if any, will be determined after the contract has been awarded. If Owner decides to directly purchase materials, a deductive change order will be issued in an amount that accurately reflects the reduced scope of work, which will normally be the amount of the direct purchase invoice plus the amount of the saved sales tax. Bidders shall not reduce their Bid in anticipation of any Owner direct purchase.~~

23.0 CITY OF ORLANDO PERMIT FEES:

The City of Orlando, Office of Permitting Services, collects a non-refundable 25% deposit for all commercial permit applications. The Owner will make the deposit once the amount is conveyed to the Owner by the City. The bidder is responsible for the balance of all permit fees as required by the Contract Documents.

24.0 THE AUTHORITY'S DEBARMENT LIST

Any entity or individual placed on the Authority's Debarment List pursuant to Authority Policy, Section 130.04, may not submit a response to any letter of intent, letter of interest, statement of qualifications, quote, proposal, or bid as a contractor, supplier, subcontractor, consultant or individual, of any tier, for any goods or services or contracts and may not provide any goods or services to the Authority, on behalf of the Authority, or on Authority property, regardless of whether there is a contractual relationship with the Authority. The Authority will disqualify any submission, bid or proposal that includes a person or entity on

the Authority's Debarment List. You may request a copy of the Authority's Debarment List for your review at the following email:debarmentlist@goaa.org.

BID CHECKLIST

As a courtesy to all Bidders, the following checklist has been created to remind Bidders of certain requirements for submitting a Bid. To reduce the chance of a Bid being rejected, please confirm that the Bid has been properly prepared and submitted.

a. BID DELIVERY
   - o Envelope sealed, labeled and addressed as specified in Instructions to Bidders
   - o Delivered to exact specified location by bid deadline

b. 00 41 13 - BID FORM
   - o Acknowledge addenda on page 2, if any
   - o Modifications made pursuant to Addenda only – No other modifications allowed
   - o Properly executed signature block (including address, SSN or Federal ID #)
   - o Confirm that there are no mathematical errors

~~c. MWBE/LDB/VBE Exhibits (All Exhibits are required. If a form is not applicable, indicate N/A on the form.)~~
   - ~~o 00 41 13.13 - Exhibit A: Schedule of MWBE Subcontractor Participation of Total Bid Price~~
   - ~~o 00 41 13.14 - Exhibit B: Schedule of LDB/VBE Subcontractor Participation of Total Bid Price~~
   - ~~o SUBMIT COPY OF GOOD-FAITH EFFORT, if required by the Owner's Policies.~~

d. DBE Exhibits (All Exhibits are required. If a form is not applicable, indicate N/A on the form.)
   - o 00 41 13.16 – Exhibit D – Schedule of DBE Subcontractor Participation of Total Bid Price
   - o SUBMIT COPY OF GOOD-FAITH EFFORT, if required by the Owner's Policies.

*****WARNING*****

This checklist does <u>not</u> represent all of the information required to be submitted with each Bid. It is intended only to assist Bidders with compliance with the Instructions to Bidders and to help reduce the possibility of Bid irregularities.

END OF SECTION 00 21 13

SECTION 00 31 11 - PROJECT DIRECTORY

OWNER

Greater Orlando Aviation Authority
Orlando International Airport
Mr. Max Marble
Senior Vice President, Capital Programs
11314 Terminal C Service Road Trailer #17
Orlando, FL 32824
Phone: (407) 825-4393

CONSULTANT

PSA Management
Mr. Rene Morejon
11328 Terminal C Service Road Trailer #13
Orlando, FL 32824
Phone: 407-825-3138
Email: rene.morejon@goaa.org

END OF SECTION 00 31 11

SECTION 00 41 13 - BIDFORM

BID
FOR THE GREATER ORLANDO AVIATION AUTHORITY

Submitted By: H.A. Contracting Corp.
(Bidder's Name)

Date: 10/11/23

The undersigned Bidder, and under the provisions of its existing Continuing Agreement proposes to perform the work covered by the Bid Documents for the project, hereby certifies the following: (1) it has accurately identified all persons required by the applicable signature block; (2) this Bid is fair, in all respects, and made in good faith, without collusion or fraud; (3) no officer, employee or agent of the Authority and no spouse or child of an officer or employee of the Authority, has, or will have during the performance of the Contract, any material interest in the business of the Bidder, and (4) Bidder has no knowledge of any potential conflict of interest.

The Bidder further represents that it has examined the site of the Work and informed itself fully in regard to all conditions pertaining to the place where the Work is to be done, including security requirements; that it has examined the plans and specifications for the Work and other Bid Documents relative thereto and has read all of the Addenda furnished prior to the opening of the Bids, as acknowledged below; and that it has otherwise fully informed itself regarding the nature, extent, scope and details of the Work to be performed, including the conditions to be encountered.

If provided with a Notice of Intent to Award the Contract by the Owner, the Bidder shall execute and deliver to the Owner all of the documents required by the Bid Documents, including but not limited to, the Addendum to the Agreement and the Performance and Payment Bonds in the form contained in the Bid Documents, furnish the required evidence of the specified insurance coverages, furnish all necessary permits, licenses, materials, equipment, machinery, maintenance, tools, apparatus, means of transportation and labor necessary to complete the Work provided for in the Bid Documents for "V-00982, MCO Campus Key & Lock Replacement , Orlando International Airport," Orlando, Florida.

Bids may be rejected if they contain any qualifications, exceptions, objections or any modification whatsoever to the Bid Documents that have not been authorized by an Addendum.

The Bidder shall perform the Work specified herein within the time limits set forth in the Instructions to Bidders, which time limits the Bidder acknowledges as reasonable.

Bidder is aware that if the Bidder fails to complete the Work within the scheduled time as may be adjusted by Contract Modifications, the Bidder and its surety shall be liable for the amount of Liquidated Damages identified in the Instructions to Bidders.

Acknowledgment is hereby made of the following Addenda (identified by number) received since issuance of the Plans and Specifications:

ADDENDA	DATE	ADDENDA	DATE
1	9/28/23		

~~MWBE,/LDB/VBE PROGRAM ACKNOWLEDGEMENT~~

~~By submitting a Bid on this Project, Bidder represents that it has reviewed and familiarized itself with the Owner's Minority and Woman Business Enterprise Policy (MWBE) and the Local Developing Business / Veteran Business Enterprise Program Policy (LDB/VBE). See the Invitation to Bid and Instructions to Bidders for the MWBE Participation Goal, the LDB/VBE Participation Goal.~~

DBE PROGRAM ACKNOWLEDGEMENT

By submitting a Bid on this Project, Bidder represents that it has reviewed and familiarized itself with the Owner's Disadvantaged Business Enterprise Participation Program (DBE). **See the Invitation to Bid and Instructions to Bidders for the DBE Participation Goal**.

SCRUTINIZED COMPANY CERTIFICATION

In the event this contract exceeds One Million Dollars, ($1,000,000.00), the Bidder hereby certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as defined in Florida Statutes § 287.135.

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), FAA encourages recipients of Federal grant funds to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.

The Contractor must promote and conduct workplace safety initiatives for employees and other work personnel in a manner commensurate with the size of the business, such as:

a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

The Contractor must insert this "Texting When Driving" language in each third party subcontract involved on this project.

PUBLIC ENTITY CRIMES ACT

The Contractor represents that it is not precluded from submitting a bid or proposal under Section 287.133(2)(a), which provides as follows: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a 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 s.287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

DISCRIMINATORY VENDOR LIST

The Contractor represents that it is not precluded from submitting a bid or proposal under Section 287.134, which provides as follows: An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of 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 unless that entity or affiliate has been removed from the list pursuant to Florida law.

FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) QUALIFICATION (if applicable)

The Contractor represents that neither it nor its affiliates have had their Certificate of Qualification suspended, revoked or denied by the FDOT, or determined by the FDOT to be a non-responsible contractor.

BID

FOR ALL WORK REQUIRED IN ACCORDANCE WITH THE APPLICABLE DRAWINGS, SPECIFICATIONS AND OTHER BID DOCUMENTS, INCLUDING ALL COSTS RELATED TO THE WORK, AND ANY REQUIRED PERMITS, TAXES, BONDS AND INSURANCE, THE UNDERSIGNED SUBMITS:

BID SCHEDULE

Pay Item No	Description	Unit	Quantity	Total
1	MOBILIZATION	LS	1	$20,000
2	GENERAL CONDITIONS/GENERAL REQUIREMENTS	LS	1	$40,000
3	LOCK CORE REPLACEMENT	EA	13,400	$180,000
4	STORED MATERIALS MANAGEMENT / INVENTORY	LS	1	$78,000
5	CORE PINNING	NTE	600	$6,000
6	DATA MANAGEMENT VIA OWNER-PROVIDED iPAD	EA	13,400	$75,900

Contractor's Bid: $ 399,900

7	ALLOWANCE – HARDWARE REPAIR/ REPLACEMENT	EA	1	$20,000.00

Base Bid: $ 419,900
(Base Bid is the Contractor's Bid plus Allowances, if any.)

TOTAL BID PRICE: **$** 419,900

Four hundred nineteen thousand nine hundred **Dollars**

(Bidder's Signature)

President
(Bidder's Title)

10/11/23
(Date)

hangelo4@hacontracting.com
(Email)

(If Bidder is a corporation, complete this signature block)
Fill in the name of the corporation, followed by the signature of the officer signing on behalf of the corporation, name and officer's title and Secretary attestation.

The below Corporation is organized and existing under the laws of the State of Florida, authorized by law to make this bid and perform all work and furnish materials and equipment required under the Contract Documents, and is authorized to do business in the State of Florida.

Federal ID # 59-2283147

H.A. Contracting Corp.
(Name of Corporation)

Phone: 305-591-9212

By: Henry Angelo III
(Signature of Corporate Officer)

Fax: 305-591-9630

Name: Henry Angelo III
(Please print legibly or type)

Date: 10/11/23

Title: President

Address: 9500 NW 12th Street, Bay 1, Doral, FL 33172

H.A. CONTRACTING CORP. CORPORATE SEAL EST. FLORIDA
(Affix Corporate Seal)

Attest: Nicholas Angelo
(Secretary)

The full name, address and title of every Officer of the Corporation (including the President, Vice President, Secretary, and Treasurer) is as follows (attach additional pages if necessary):

Name	Address	Title
Henry Angelo III	9500 NW 12th Street, Bay 1, Doral, FL 33172	President
Nicholas Angelo	9500 NW 12th Street, Bay 1, Doral, FL 33172	Vice President

SECTION 00 41 13.13 - EXHIBIT A

Bidder: _____

SCHEDULE OF MWBE SUBCONTRACTOR PARTICIPATION OF TOTAL BID PRICE

	"A"	"B"	"C"	"D"	"E"
	NAME OF CERTIFIED MWBE FIRM, MANUFACTURER, VENDOR/SUPPLIER	ADDRESS AND PHONE NUMBER	SCOPE OF WORK	ESTIMATED SUBCONTRACT AMOUNT ($)*	VENDOR/SUPPLIER SUBCONTRACT AMOUNT ($)**
1					
2					
3					
4					
5					
6					
7					
			TOTALS		
	Example Firm, Manufacturer,			$100	
	Example Vendor/Supplier			$60	$100

*"D" Show MWBE Bid Values: The Bid value in this column for Vendor/Supplier Subcontracts is shown as 60% of column "E" 100% value.
** "E" Show MWBE Vendor/Supplier Values: Full Subcontractor Bid Amount
The undersigned will enter into a formal agreement with the above MWBE subcontractors for work listed in the schedule conditioned upon execution of a contract with the Owner.

By: _____

SECTION 00 41 13.14 - EXHIBIT B

Bidder: _____

SCHEDULE OF LDB/VBE SUBCONTRACTOR PARTICIPATION OF TOTAL BID PRICE

	"A"	"B"	"C"	"D"	"E"
	NAME OF CERTIFIED LDB/VBE FIRM, MANUFACTURER, VENDOR/SUPPLIER	ADDRESS AND PHONE NUMBER	SCOPE OF WORK	ESTIMATED SUBCONTRACT AMOUNT ($)*	VENDOR/SUPPLIER SUBCONTRACT AMOUNT ($)**
1					
2					
3					
4					
5					
6					
7					
			TOTALS		
	Example Firm, Manufacturer,			$100	
	Example Vendor/Supplier			$60	$100

*"D" Show LDB/VBE Bid Values: The Bid value in this column for Vendor/Supplier Subcontracts is shown as 60% of column "E" 100% value.

** "E" Show LDB/VBE Vendor/Supplier Values: Full Subcontractor Bid Amount

The undersigned will enter into a formal agreement with the above LDB/VBE subcontractors for work listed in the schedule conditioned upon execution of a contract with the Owner.

By: _____

SECTION 00 41 13.15 - EXHIBIT C

Bidder: H.A. Contracting Corp.

Total Base Bid Price: $ 419,900

SCHEDULE OF DBE SUBCONTRACTOR PARTICIPATION OF TOTAL BASE BID PRICE

	"A"	"B"	"C"		"D"	"E"
	NAME OF CERTIFIED DBE FIRM, MANUFACTURER, VENDOR/SUPPLIER	**ADDRESS AND PHONE NUMBER**	**SCOPE OF WORK**	**NAICS CODE**	**SUBCONTRACT AMOUNT ($)***	**VENDOR/SUPPLIER SUBCONTRACT AMOUNT ($)****
1	Associated Cost Engineers, Inc. of Delware dba Ace Rebar & Construction	801 N Pine Hills Rd, Orlando, FL 32808	Supervision / Quality Management	236220 238120	$125,000	$125,000
2						
3						
4						
5						
6						
				DBE TOTAL:	$125,000	
	Example Firm/Manufacturer				$100	
	Example Vendor/Supplier				$60	$100

***"D" Show DBE Bid Values: The Bid value in this column for Vendor/Supplier Subcontracts is shown as 60% of column "E" 100% value.**
****"E" Show DBE Vendor/Supplier Values: Full Subcontractor Bid Amount**

The undersigned will enter into a formal agreement with the above DBE subcontractors for work listed in the schedule conditioned upon execution of a contract with the Owner.

By: _____

GREATER ORLANDO AVIATION AUTHORITY
Innovation Connecting the World

MEMORANDUM

TO: Members of the Construction Committee

FROM: Edelis Molina, Manager Small Business Programs

DATE: November 21, 2023

RE: Request for Recommendation of Award of V-00982 MCO Campus Key and Lock Replacement to H.A. Contracting Corporation, Orlando International Airport

The Aviation Authority has set a 4% DBE participation goal for Project V-00982 MCO Campus Key & Lock Replacement. The Small Business Development Department has reviewed the bid from H.A. Contracting Corporation and determined that they proposed to achieve 30% DBE participation.

Our analysis indicates that H.A. Contracting Corporation is eligible for award of the subject award.

Orlando International Airport
One Jeff Fuqua Boulevard, Orlando, Florida 32827
407-825-2001

DBE UTILIZATION FORM FOR FEDERALLY FUNDED PROJECTS
PLEASE COMPLETE THIS FORM

This form should be used to report Construction and Engineering /Professional Services activities.

Name of Airport: **Orlando International Airport** Telephone No: **(407) 825-7179**

Address: **One Jeff Fuqua Boulevard, Orlando, FL 32827**

Project Name & Number: **Request for Recommendation of Award of V-00982 MCO Campus Key and Lock Replacement to H.A. Contracting Corporation, Orlando International Airport**

1. Construction Information:

Amendment Amount: $419,900.00

2. DBE Goal by Group Representation:

Asian Pacific American	-	Actual Result	0%
Asian Subcontinent American	-	Actual Result	0%
Black American	125,000.00	Actual Result	30%
Caucasian Female American	-	Actual Result	0%
Hispanic American	-	Actual Result	0%
Native American	-	Actual Result	0%
Other		Actual Result	0%
Total DBE Participation	125,000.00	**Actual Result**	30%

3.a. Prime Contractor Information:

Name: **H.A. Contracting Corporation**
Address: **9500 NW 12th Street, Bay 1**
City, State, Zip: **Doral, FL 33172**
Telephone: **(305) 591-9213**

3.b. Name and Address of DBE Subcontractor

Name: **Associated Cost Engineers of Delaware, Inc. DBA ACE Rebar and Construction**
Address: 801 North Pine Hills Road
City, State, Zip: Orlando, FL 32808
Telephone: 407-704-7803

3.c. *Identity: Black American
Work Item(s): Supervision / Quality Management
Amount of Subcontract $125,000.00
Percent of Prime Contract (%): 30%

4. Engineering/Professional Services Information:

Amendment Amount:

5. DBE Goal by Group Representation:

Asian Pacific American		Actual Result	
Asian Subcontinent American		Actual Result	
Black American		Actual Result	
Caucasian Female American		Actual Result	
Hispanic American		Actual Result	
Native American		Actual Result	
Other		Actual Result	
Total DBE Participation	-	**Actual Result**	

6.b. Engineering / Professional Service Firm Information:

Name:
Address:
City, State, Zip:
Telephone:

6.b. Name and Address of DBE Subconsultant

Name:
Address:
City, State, Zip:
Telephone:

6.c. *Identity:
Work Item(s):
Amount of Subcontract
Percent of Prime Contract (%):

*** In Items 3.c. and 6.c. above specify the identity of DBE Subcontractors and E/PS Firms (e.g. Black American, Hispanic American, Asian Subcontinent American, Asian Pacific American, Caucasian Female American, Native American & Other)**

SECTION 00 62 93 - CONSTRUCTION ADMINISTRATION FORMS

PART 1 - GENERAL

The following listed forms are hereby made a part of the Construction Documents.

PART 2 - PRODUCTS

Index of Construction Administration Forms for Contractor

Form #	Description
001	Parking Permit Office - Release Form
002	Badge & ID Office (Access Control Office) – Release Form
003	Key Shop - Release Form
006	LDB/VBE Designated Mobilization Payment Release Form (Shall not apply if the Project is funded by the State of Florida and requires Disadvantaged Business Enterprise (DBE) participation as defined in the Instructions to Bidders)
007	Certificate of Substantial Completion (CoSC)
008	Substantial Completion Acceptance (SCA)
009	Partial Occupancy/Use Agreement (POUA)
010	Application for Payment Forms
	010-Cover Cover Sheet
	010-Bkdwn Breakdown
	010-SM Stored Materials
	010-DISB Contractor Disbursements to Subcontractors/Suppliers
010A	Remittance Information Request
013A	Owner's Close-Out Documentation Checklist
015	Request for Information
016	Request for Clarification
017	Job Memorandum
018	Electrical System Interruption/Utility Outage Notification
018A	UON Procedures for Contractors and UON Checklist
018B	Roofing Impact Notification (RIN)
018C	Security System Interruption/Utility Outage Notification
018D	TBD Blank Interruption/Utility Outage Notification
018E	Energized Electrical Work Permit
018F	Maintenance of Traffic (MOT) Notification
018G	Smoke Detector Notification
018H	TBD Blank Notification
019	Designer's Supplemental Instructions
020	Utility Service Request (to OUC by Owner)
021	Request for Use of Lot(s) on Canal Road
023	Subcontractor's Sworn Statement of Account
024	Powder Actuated Tools Permit
025	Receipt for Commissioning Closeout Documents
026	City of Orlando Wastewater Division Construction Closeout Checklist
---	Construction Coordination Phone List
---	Airport Layout Plan (ALP) Change Request
	Hot Work (Burn) Permit
	Key Plans and Instructions

PART 3 - EXECUTION

3.1 During the administration of the Contract, the Contractor will be required to complete various construction administration forms as a part of the Greater Orlando Aviation Authority's Management System. These forms are identified in the "Index of Construction Forms" and will be issued at the Pre-Construction Conference. These forms may be revised during the construction period and the Contractor will be required to comply with these revisions.

END OF SECTION 00 62 93

SECTION 00 63 73 – ADDENDUM NO. 4 TO CONTINUING CONSTRUCTION AGREEMENT

THIS ADDENDUM, made and entered into this 2 day of January, in the year 20 24, by and between the **GREATER ORLANDO AVIATION AUTHORITY,** hereinafter called the Owner, and **H. A. CONTRACTING CORP.,** hereinafter called the Contractor.

The Contractor, for and in consideration of the Total Contract Price specified below, hereby agrees to furnish all labor, equipment, materials , supplies and services, to complete the Work in conformity with the Contract Documents for **V-982, Campus Key and Lock Replacement, Orlando International Airport**. The Contractor agrees to make payment of all proper charges for labor, equipment, materials, supplies and services, and to defend, indemnify, and hold harmless the Owner in accordance with the Contract Documents. If the Contractor shall fail to comply with any of the terms of the Contract Documents, the Owner may avail itself of any or all remedies provided in the Contract Documents. The acceptance of final payment by the Contractor shall be considered as a release in full of all claims against the Owner or any of their members, officers, agents, employees or servants, directly or indirectly relating to, arising out of, or by reason of, this Contract, except for those Claims that have been properly raised in accordance with the Contract Documents and specifically identified by the Contractor as unsettled in the final Application for Payment.

The Owner will pay the Contractor for the Work, according to the terms set forth in the Contract Documents the Total Contract Price of **FOUR HUNDRED NINETEEN THOUSAND NINE HUNDRED AND NO/100 DOLLARS ($419,900.00)** subject to approved Contract Modifications, if any.

The Contractor hereby certifies it will utilize the U.S. Department of Homeland Security's Employment Eligibility Verification System, in accordance with the terms governing the use of the system, to confirm the employment eligibility of persons employed by the Contractor, during the term of the Contract, to perform employment duties within Florida. The Contractor specifically represents that it will not discontinue use of the System until every Contract with the Owner has reached Final Completion and all contractual obligations have been fulfilled. The Contractor further certifies that it will include this provision in each Subcontract that involves work for the Owner.

WITNESSETH

WHEREAS, by Agreement dated October 25, 2021, the Owner and Contractor entered into an agreement to provide continuing construction services at the Orlando International Airport, Orlando Executive Airport and other facilities operated by the Owner. Services under the Agreement shall be set forth in this addendum to the Agreement, hereinafter called the Contract; and

IN WITNESS WHEREOF, Owner has caused this Contract to be executed in its name by its Executive Director or an Aviation Authority Officer or Construction Committee Chairman; and the Contractor has caused this Contract to be executed in its name by Henry Angelo III (Name), its President (Title), all on the day and year first above written.

GREATER ORLANDO AVIATION AUTHORITY

By: _____
for Kevin J. Thibault, P.E.
Chief Executive Officer

Approved as to Form and Legality
(for the benefit of GOAA only)

this 2nd day of Jan., 2024

By: _____
NELSON MULLINS BROAD AND CASSEL, Legal Counsel
Greater Orlando Aviation Authority

H. A. CONTRACTING CORP.

By: _____
Contractor Signature

HENRY ANGELO III PRESIDENT
Contractor Typed Name/Title

(SEAL)

H.A. CONTRACTING CORP. CORPORATE SEAL EST. 1983 FLORIDA

Elliot Martinez Fraticelli

From: Aracelis Mercado
Sent: Wednesday, December 27, 2023 4:52 PM
To: GOAA Designees; Directors and Aides
Cc: James Knusalla; Cathlynn Vianna; Starlene Barrett
Subject: Designee for Chief Executive Officer

Please be advised that Mr. Kevin Thibault, Chief Executive Officer, will be out of the office Thursday, December 28, 2023 starting at 7:00 a.m. through Tuesday, January 2, 2024 at 3:00 p.m.

During his absence, Mr. Anthony Davit, Chief Operating Officer, will be his designee.

Mr. Davit can be reached at anthony.davit@goaa.org or 407-825-2231.

Please continue to use the signature process in place.

Thank you,
Ari

ORLANDO INTERNATIONAL AIRPORT | MCO
Innovation Connecting the World

Aracelis Mercado
Assistant to Chief Executive Officer

aracelis.mercado@goaa.org
P 407-825-2261 **C** 407-784-0827

Orlando International Airport
One Jeff Fuqua Boulevard
Orlando, Florida 32827
orlandoairports.net

SECTION 00610 - PERFORMANCE/PAYMENT BOND COVER SHEET
This cover sheet is an integral part of the attached bonds and must not be separated from them

GREATER ORLANDO AVIATION AUTHORITY
ORLANDO, FLORIDA
(Public Work)
In Compliance with Florida Statute Chapter 255.05(1)(a)

PERFORMANCE BOND NO.:		21BCSJA 3464
PAYMENT BOND NO.:		21BCSJA 3464
CONTRACTOR INFORMATION:	Name:	H. A. Contracting Corp.
	Address:	9500 NW 12th St Bay 1
		Doral, FL 33172
	Phone:	(305) 591-9212
SURETY PRINCIPAL BUSINESS INFORMATION:	Name:	THE HARTFORD - BOND T-12
	Address:	ONE HARTFORD PLAZA
		HARTFORD, CONNECTICUT 06155
	Phone:	888 - 266 - 3488
OWNER INFORMATION:	Name:	Greater Orlando Aviation Authority
	Address:	One Jeff Fuqua Blvd.
		Orlando, FL 32827
	Phone:	(407) 825-2001
BOND AMOUNT:		$419,900.00
CONTRACT NO. (*if applicable*):		V-982
DESCRIPTION OF WORK:		Campus Key and Lock Replacement
PROJECT LOCATION:		Orlando International Airport, Orlando, FL
AGENT INFORMATION:	Name:	ROBERT BENSON + COMPANY
	Address:	15050 NW 79 CT. SUITE 200
		MIAMI LAKES, FL 33016
	Phone:	305 - 496 - 3000

SECTION 00 61 13.13 - PERFORMANCE BOND **BOND NO.:** 21BCSJA3464

GREATER ORLANDO AVIATION AUTHORITY
ORLANDO, FLORIDA

The cover page that lists the contact information for the entities involved in this bond is considered the front page of this bond and is an integral part of this bond and, therefore, must not be separated from this bond.

KNOW ALL PERSONS BY THESE PRESENTS that **H. A. CONTRACTING CORP.**, hereinafter called Principal, and Hartford Fire Insurance Company, a corporation organized under the laws of the State of Connecticut and licensed to do business in the State of Florida, hereinafter called Surety, are held and firmly bound unto the Greater Orlando Aviation Authority, hereinafter called Owner, in the Penal Sum of **FOUR HUNDRED NINETEEN THOUSAND NINE HUNDRED AND NO/100 DOLLARS ($419,900.00)**, for the payment of which sum well and truly made, Principal and Surety bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated 1/2/24, entered into a Contract with Owner for " Bid Package V-982, Campus Key and Lock Replacement, Orlando International Airport," in accordance with the Contract Documents which are incorporated herein by reference and made a part hereof, and are herein referred to as the Contract.

WHEREAS, Surety is authorized to do business in the State of Florida.

NOW, THEREFORE, the condition of this obligation is such that if Principal:

1. Promptly and faithfully performs the Contract including, but not limited to, its design (if any), construction and warranty provisions in the time and manner prescribed in the Contract, and correction of defective work, and

2. Pays Owner all losses, damages, expenses, costs, attorneys' fees and other legal costs (including, but not limited to, those for investigative and legal support services and appellate proceedings), that Owner sustains resulting directly or indirectly from the conduct of the Principal including, but not limited to, breach or default under the Contract, want of care or skill, negligence, patent infringement, or intentionally wrongful conduct on the part of the Principal, its officers, agents, employees or any other person or entity for whom the Principal is responsible,

then this bond is void; otherwise it shall remain in full force and effect.

3. In the event that the Principal shall fail to perform any of the terms, covenants and conditions of the Contract during the period in which this Performance Bond is in effect, the Surety shall remain liable to the Owner for all such loss or damage (including reasonable attorneys' fees and other legal costs) resulting from any failure to perform up to the amount of the Penal Sum.

4. In the event that the Surety fails to fulfill its obligations under this Performance Bond, then the Surety shall also indemnify and save the Owner harmless from any and all loss, damage, cost and expense, including reasonable attorneys' fees and other legal costs for all trial and appellate proceedings resulting directly or indirectly from the Surety's failure to fulfill its obligations hereunder. This paragraph shall survive the termination or cancellation of this Performance Bond. The obligations set forth in this paragraph shall not be limited by the Penal Sum of this Bond.

5. The Surety's obligations hereunder shall be direct and immediate and not conditional or contingent upon Owner's pursuit of its remedies against Principal, and shall remain in full force and effect notwithstanding (i) amendments or modifications to the Contract entered into by Owner and Principal without the Surety's knowledge or consent, (ii) waivers of any default under the Agreement or the Contract granted by Owner

to Principal without the Surety's consent, (iii) the discharge of Principal from its obligations under the Contract as a result of any proceeding initiated under The Bankruptcy Code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of any such proceeding, or (iv) any other action taken by Owner or Principal that would, in the absence of this clause, result in the release or discharge by operation of law of the Surety from its obligations hereunder.

6. The institution of suit upon this Bond shall be in accordance with Section 95.11(2)(b), Florida Statutes.

7. Any changes in or under the Contract Documents (which include the Plans, Drawings and Specifications) and compliance or noncompliance with any formalities connected with the Contract or the changes therein shall not affect Surety's obligations under this Bond and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the Penal Sum of this bond shall increase or decrease in accordance with approved changes or other modifications to the Contract Documents.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument under their several seals on this 2 day of January, 20 24, to be effective as of the date of the Contract, the name and corporate seal of each corporate party being hereto affixed and these presents fully signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered
In the presence of:

NICHOLAS ANGELO SECRETARY

(SEAL)

Dania Banks

Haley Blythe

(SEAL)

H. A. CONTRACTING CORP.
Principal

By: HENRY ANGELO III PRESIDENT
Name and Title

Hartford Fire Insurance Company
Surety

By:

Robert H. Benson, Attorney-in-Fact
Name and Title
R.H. Benson & Company, Inc.
Agency
15050 NW 79th Court, Suite 200, Miami Lakes, Florida 33016
Address

(Countersignature by a Florida Licensed Agent)

Robert H. Benson, Resident Agent
Name and Title
R.H. Benson & Company, Inc.
Agency
15050 NW 79th Court, Suite 200, Miami Lakes, Florida 33016
Address

NOTE: If Principal or Surety are corporations, the respective corporate seals should be affixed. Additionally, a certified copy of a Power-of-Attorney appointing the individual Attorney-in-Fact for the Surety, as well as the Power-of-Attorney appointing the Florida licensed agent, should be attached.

SECTION 00 61 13.16 - PAYMENT BOND FORM **BOND NO.:** 21BCSJA3464

GREATER ORLANDO AVIATION AUTHORITY
ORLANDO, FLORIDA

The cover page that lists the contact information for the entities involved in this bond is considered the front page of this bond and is an integral part of this bond and, therefore, must not be separated from this bond.

KNOW ALL PERSONS BY THESE PRESENTS that **H. A. CONTRACTING CORP.**, hereinafter called Principal, and Hartford Fire Insurance Company, a corporation organized under the laws of the State of Connecticut, having its home office in the City of Hartford, CT and licensed to do business in the State of Florida, hereinafter called Surety, are held and firmly bound unto the Greater Orlando Aviation Authority, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the Penal Sum of **FOUR HUNDRED NINETEEN THOUSAND NINE HUNDRED AND NO/100 DOLLARS ($419,900.00)** for the payment of which sum well and truly to be made, Principal and Surety bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated 1/2/24, entered into a contract with Owner for " Bid Package V-982, Campus Key and Lock Replacement, Orlando International Airport," in accordance with the Contract Documents which are incorporated herein by reference and made a part hereof, and are herein referred to as the Contract.

WHEREAS, Surety is authorized to do business in the State of Florida.

NOW, THEREFORE, the condition of this obligation is such that if Principal shall promptly make payments to all claimants as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect subject, however, to the following conditions:

1. **This bond is given to comply with Section 255.05, Florida Statutes, and any action instituted by a claimant under this bond for payment must be in accordance with Sections 255.05(2) and 255.05(10), Florida Statutes, as amended, including, but not limited to, the notice and time limitation provisions therein**.

2. Therefore, a claimant, except a laborer, who is not in privity with the Contractor shall, before commencing or not later than 45 days after commencing to furnish labor, services or materials for the prosecution of the work, serve the Contractor with a written notice that he or she intends to look to the bond for protection. A claimant who is not in privity with the Contractor and who has not received payment for furnishing his or her labor, services, or materials shall, serve a written notice of nonpayment on the Contractor and on the Surety. Notices must be served in accordance with Section 255.05(2), as amended. The notice of non-payment shall be under oath and served during the progress of the work or thereafter, but may not be served earlier than forty-five (45) days after the first furnishing of the labor, services or materials by the claimant or later than ninety (90) days after the final furnishing of the labor, services or materials by the claimant, or, with respect to rental equipment, later than 90 days after the date that the rental equipment was last on the job site available for use. Any notice of nonpayment served by a claimant who is not in privity with the contractor which includes sums for retainage must specify the portion of the amount claimed for retainage. No action for the labor, services, or materials may be instituted against the Contractor or the Surety unless both notices have been served. No action shall be instituted against the Contractor or the Surety on the bond after one (1) year from the performance of the labor or completion of the delivery of the materials or supplies.

3. The Surety's obligations hereunder shall remain in full force and effect notwithstanding (i) amendments or modifications to the Contract entered into by Owner and Principal without the Surety's knowledge or consent, (ii) waivers of compliance with or any default under the Contract granted by Owner to Principal without the Surety's knowledge or consent, (iii) the discharge of Principal from its obligations under the Contract as a result of any proceeding initiated under The Bankruptcy Code of 1978, as the same may be amended, or any similar state or

federal law, or any limitation of the liability of Principal or its estate as a result of any such proceeding, or (iv) any other action taken by Owner or Principal that would, in the absence of this clause, result in the release or discharge by operation of law of the Surety from its obligations hereunder.

4. Any changes in or under the Contract Documents (which include the, Drawings and Specifications) and compliance or noncompliance with any formalities connected with the Contract or the changes therein shall not affect Surety's obligations under this Bond and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the Penal Sum of this Bond shall increase or decrease in accordance with the approved changes or other modifications to the Contract Documents.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument under their several seals on this 2 day of January, 2024, to be effective as of the date of the Contract, the name and corporate seal of each corporate party being hereto affixed and these presents fully signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered
In the presence of:

NICHOLAS ANGELO SECRETARY

(SEAL)

Dania Banks

Haley Blythe

(SEAL)

H. A. CONTRACTING CORP. CORPORATE SEAL EST. 1983 FLORIDA

(Countersignature by a Florida Licensed Agent)

Robert H. Benson, Resident Agent
Name and Title
R.H. Benson & Company, Inc.
Agency
15050 NW 79th Court, Suite 200, Miami Lakes, Florida 33016
Address

H. A. CONTRACTING CORP.
Principal

By:

HENRY ANGELO III PRESIDENT
Name and Title

Hartford Fire Insurance Company
Surety

By:

Robert H. Benson, Attorney-in-Fact
Name and Title
R.H. Benson & Company, Inc.
Agency
15050 NW 79th Court, Suite 200, Miami Lakes, Florida 33016
Address

NOTE: If Principal or Surety are corporations, the respective corporate seals should be affixed. Additionally, a certified copy of a Power-of-Attorney appointing the individual Attorney-in-Fact for the Surety, as well as the Power-of-Attorney appointing the Florida licensed agent, should be attached.

The provisions and limitations of Section 255.05 Florida Statutes. including but not limited to the notice and time limitations in Sections 255.05(2) and 255.05(10) are incorporated in this bond by reference.

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
BOND, T-12
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: **888-266-3488** *or fax:* **860-757-5835**

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: R H BENSON & CO INC
Agency Code: 21-222553

X	**Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
X	**Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
X	**Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
	Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
	Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
	Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
	Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
	Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of*** Unlimited :
Robert H. Benson of MIAMI SHORES, Florida

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

John Gray, Assistant Secretary

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT
COUNTY OF HARTFORD } ss. Hartford

On this 5th day of January, 2018, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.

Kathleen T. Maynard
Notary Public
My Commission Expires July 31, 2021

CERTIFICATE

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of

Signed and sealed at the City of Hartford.

Kevin Heckman, Assistant Vice President

SECTION 00 61 13.19 – PERFORMANCE AND PAYMENT BOND CERTIFICATION FORM

GREATER ORLANDO AVIATION AUTHORITY
ORLANDO, FLORIDA

I, Nicholas Angelo, certify that I am the Secretary of the corporation, the General Partner of the Partnership or Manager or the Managing Member of the LLC, named as Principal in the foregoing Performance and Payment Bonds; that Henry Angelo III who signed the said Bonds on behalf of the Principal was then President or Vice-President of said corporation, the General Partner of the Partnership or the Manager or Managing Member of the LLC; that I know [his, her] signature, and [his, her] signature thereto is genuine, and that said Bonds were duly signed, sealed and attested for and in behalf of said Principal by authority of its governing body or is otherwise authorized by the Principal to enter into this Contract and the Performance and Payment Bonds .

Secretary Signature

Nicholas Angelo
Secretary Printed Name



(Corporate Seal)

SECTION 00 61 13.13 - PERFORMANCE BOND **BOND NO.:**_____

GREATER ORLANDO AVIATION AUTHORITY
ORLANDO, FLORIDA

The cover page that lists the contact information for the entities involved in this bond is considered the front page of this bond and is an integral part of this bond and, therefore, must not be separated from this bond.

KNOW ALL PERSONS BY THESE PRESENTS that **H. A. CONTRACTING CORP.**, hereinafter called Principal, and _____, a corporation organized under the laws of the State of _____ and licensed to do business in the State of Florida, hereinafter called Surety, are held and firmly bound unto the Greater Orlando Aviation Authority, hereinafter called Owner, in the Penal Sum of **FOUR HUNDRED NINETEEN THOUSAND NINE HUNDRED AND NO/100 DOLLARS ($419,900.00)**, for the payment of which sum well and truly made, Principal and Surety bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated _____, entered into a Contract with Owner for " Bid Package V-982, Campus Key and Lock Replacement, Orlando International Airport," in accordance with the Contract Documents which are incorporated herein by reference and made a part hereof, and are herein referred to as the Contract.

WHEREAS, Surety is authorized to do business in the State of Florida.

NOW, THEREFORE, the condition of this obligation is such that if Principal:

1. Promptly and faithfully performs the Contract including, but not limited to, its design (if any), construction and warranty provisions in the time and manner prescribed in the Contract, and correction of defective work, and

2. Pays Owner all losses, damages, expenses, costs, attorneys' fees and other legal costs (including, but not limited to, those for investigative and legal support services and appellate proceedings), that Owner sustains resulting directly or indirectly from the conduct of the Principal including, but not limited to, breach or default under the Contract, want of care or skill, negligence, patent infringement, or intentionally wrongful conduct on the part of the Principal, its officers, agents, employees or any other person or entity for whom the Principal is responsible,

then this bond is void; otherwise it shall remain in full force and effect.

3. In the event that the Principal shall fail to perform any of the terms, covenants and conditions of the Contract during the period in which this Performance Bond is in effect, the Surety shall remain liable to the Owner for all such loss or damage (including reasonable attorneys' fees and other legal costs) resulting from any failure to perform up to the amount of the Penal Sum.

4. In the event that the Surety fails to fulfill its obligations under this Performance Bond, then the Surety shall also indemnify and save the Owner harmless from any and all loss, damage, cost and expense, including reasonable attorneys' fees and other legal costs for all trial and appellate proceedings resulting directly or indirectly from the Surety's failure to fulfill its obligations hereunder. This paragraph shall survive the termination or cancellation of this Performance Bond. The obligations set forth in this paragraph shall not be limited by the Penal Sum of this Bond.

5. The Surety's obligations hereunder shall be direct and immediate and not conditional or contingent upon Owner's pursuit of its remedies against Principal, and shall remain in full force and effect notwithstanding (i) amendments or modifications to the Contract entered into by Owner and Principal without the Surety's knowledge or consent, (ii) waivers of any default under the Agreement or the Contract granted by Owner

to Principal without the Surety's consent, (iii) the discharge of Principal from its obligations under the Contract as a result of any proceeding initiated under The Bankruptcy Code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of any such proceeding, or (iv) any other action taken by Owner or Principal that would, in the absence of this clause, result in the release or discharge by operation of law of the Surety from its obligations hereunder.

6. The institution of suit upon this Bond shall be in accordance with Section 95.11(2)(b), Florida Statutes.

7. Any changes in or under the Contract Documents (which include the Plans, Drawings and Specifications) and compliance or noncompliance with any formalities connected with the Contract or the changes therein shall not affect Surety's obligations under this Bond and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the Penal Sum of this bond shall increase or decrease in accordance with approved changes or other modifications to the Contract Documents.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument under their several seals on this _____ day of _____, 20_____, to be effective as of the date of the Contract, the name and corporate seal of each corporate party being hereto affixed and these presents fully signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered
In the presence of:

_____

_____

(SEAL)

_____

_____

(SEAL)

H. A. CONTRACTING CORP.
Principal

By: _____

_____
Name and Title

_____
Surety

By: _____

_____
Name and Title

_____
Agency

_____
Address

_____
(Countersignature by a Florida Licensed Agent)

_____
Name and Title

_____
Agency

_____
Address

NOTE: If Principal or Surety are corporations, the respective corporate seals should be affixed. Additionally, a certified copy of a Power-of-Attorney appointing the individual Attorney-in-Fact for the Surety, as well as the Power-of-Attorney appointing the Florida licensed agent, should be attached.

SECTION 00 61 13.16 - PAYMENT BOND FORM **BOND NO.:_____**

GREATER ORLANDO AVIATION AUTHORITY
ORLANDO, FLORIDA

The cover page that lists the contact information for the entities involved in this bond is considered the front page of this bond and is an integral part of this bond and, therefore, must not be separated from this bond.

KNOW ALL PERSONS BY THESE PRESENTS that **H. A. CONTRACTING CORP.**, hereinafter called Principal, and _____, a corporation organized under the laws of the State of _____, having its home office in the City of _____ and licensed to do business in the State of Florida, hereinafter called Surety, are held and firmly bound unto the Greater Orlando Aviation Authority, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the Penal Sum of **FOUR HUNDRED NINETEEN THOUSAND NINE HUNDRED AND NO/100 DOLLARS ($419,900.00)** for the payment of which sum well and truly to be made, Principal and Surety bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated _____, entered into a contract with Owner for " Bid Package V-982, Campus Key and Lock Replacement, Orlando International Airport," in accordance with the Contract Documents which are incorporated herein by reference and made a part hereof, and are herein referred to as the Contract.

WHEREAS, Surety is authorized to do business in the State of Florida.

NOW, THEREFORE, the condition of this obligation is such that if Principal shall promptly make payments to all claimants as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect subject, however, to the following conditions:

1. **This bond is given to comply with Section 255.05, Florida Statutes, and any action instituted by a claimant under this bond for payment must be in accordance with Sections 255.05(2) and 255.05(10), Florida Statutes, as amended, including, but not limited to, the notice and time limitation provisions therein.**

2. Therefore, a claimant, except a laborer, who is not in privity with the Contractor shall, before commencing or not later than 45 days after commencing to furnish labor, services or materials for the prosecution of the work, serve the Contractor with a written notice that he or she intends to look to the bond for protection. A claimant who is not in privity with the Contractor and who has not received payment for furnishing his or her labor, services, or materials shall, serve a written notice of nonpayment on the Contractor and on the Surety. Notices must be served in accordance with Section 255.05(2), as amended. The notice of non-payment shall be under oath and served during the progress of the work or thereafter, but may not be served earlier than forty-five (45) days after the first furnishing of the labor, services or materials by the claimant or later than ninety (90) days after the final furnishing of the labor, services or materials by the claimant, or, with respect to rental equipment, later than 90 days after the date that the rental equipment was last on the job site available for use. Any notice of nonpayment served by a claimant who is not in privity with the contractor which includes sums for retainage must specify the portion of the amount claimed for retainage. No action for the labor, services, or materials may be instituted against the Contractor or the Surety unless both notices have been served. No action shall be instituted against the Contractor or the Surety on the bond after one (1) year from the performance of the labor or completion of the delivery of the materials or supplies.

3. The Surety's obligations hereunder shall remain in full force and effect notwithstanding (i) amendments or modifications to the Contract entered into by Owner and Principal without the Surety's knowledge or consent, (ii) waivers of compliance with or any default under the Contract granted by Owner to Principal without the Surety's knowledge or consent, (iii) the discharge of Principal from its obligations under the Contract as a result of any proceeding initiated under The Bankruptcy Code of 1978, as the same may be amended, or any similar state or

federal law, or any limitation of the liability of Principal or its estate as a result of any such proceeding, or (iv) any other action taken by Owner or Principal that would, in the absence of this clause, result in the release or discharge by operation of law of the Surety from its obligations hereunder.

4. Any changes in or under the Contract Documents (which include the, Drawings and Specifications) and compliance or noncompliance with any formalities connected with the Contract or the changes therein shall not affect Surety's obligations under this Bond and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the Penal Sum of this Bond shall increase or decrease in accordance with the approved changes or other modifications to the Contract Documents.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument under their several seals on this _____ day of _____, 20_____, to be effective as of the date of the Contract, the name and corporate seal of each corporate party being hereto affixed and these presents fully signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered
In the presence of:

_____

_____

(SEAL)

_____

_____

(SEAL)

_____
(Countersignature by a Florida Licensed Agent)

_____
Name and Title

_____
Agency

_____
Address

H. A. CONTRACTING CORP.
Principal

By: _____

_____
Name and Title

_____
Surety

By: _____

_____
Name and Title

_____
Agency

_____
Address

NOTE: If Principal or Surety are corporations, the respective corporate seals should be affixed. Additionally, a certified copy of a Power-of-Attorney appointing the individual Attorney-in-Fact for the Surety, as well as the Power-of-Attorney appointing the Florida licensed agent, should be attached.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/26/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Amy Mencia, CIC	
Fortun Insurance, LLC 365 Palermo Avenue Coral Gables FL 33134-6617	PHONE (A/C, No, Ext): (305) 445-3535	FAX (A/C, No):
	E-MAIL ADDRESS: amy.mencia@fortuninsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Ascot Specialty Insurance Co.	45055
INSURED H.A. CONTRACTING CORP 9500 NW 12 STREET BAY-1 MIAMI FL 33172	INSURER B: Landmark American Insurance Co	33138
	INSURER C: ICW Group	04667
	INSURER D: StarStone Insurance Co	44776
	INSURER E: Indian Harbor Ins. Co.	36940
	INSURER F: Progressive Express Ins. Co.	10193

COVERAGES **CERTIFICATE NUMBER:** 23/24 Temporaty COL **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y		GL347206	11/15/2023	11/15/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employee Benefits	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
F	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			975000046	11/15/2023	11/15/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Medical payments	$ 1,000,000 $ $ $ $ 5,000
B	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			LHA254738R	11/15/2023	11/15/2024	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ 5,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WFL506788701	10/10/2023	10/10/2024	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Umbrella ($5M xs $5M) Excluding Autos			779101230ALI	11/15/2023	11/15/2024	Limit	$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Reference #: V-982 Campus Key and Lock Replacement

CERTIFICATE HOLDER

Greater Orlando Aviation Authority Engineering and Construction
One Jeff Fuqua Blvd.
Orlando FL 32827

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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The ACORD name and logo are registered marks of ACORD

AGENCY CUSTOMER ID:

LOC #: Per Schedule

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Fortun Insurance, LLC		H.A. CONTRACTING CORP
POLICY NUMBER		
See attached		
CARRIER	NAIC CODE	
See attached	See attached	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

Additional Coverage:
Professional Liability - Carrier E
Policy #PEC2000005301
Effective date: 03/26/2023
Expiration date: 03/26/2024
Occurrence Limit: $1,000,000
Self Insured Retention: $5,000
Aggregate Limit: $2,000,000

If required by written contract:
Additional insured on the general liability is provided as per CG2010 12-19 and CG2037 12-19, waiver of subrogation as per CG2404 12-19 and primary/noncontributory coverage as per CG0001 04-13.
Additional insured on the automobile liability is provided per CA 00044 00, waiver of subrogation as per CA0443 1120 and primary/noncontributory coverage as per CA0001.
Waiver of subrogation on the workers' compensation is provided as per WC000313.
Any endorsement or form more specific to an additional insured will supersede the above forms.
Umbrella follows form.

Applicable to all:
The policy provisions and/or endorsements form part of the policies of insurance represented by this proof of insurance. The terms contained in the policies and/or endorsements supersede the representations made herein. Electronic copies of the policy provisions and/or endorsements listed are available by emailing, amy.mencia@fortuninsurance.com and requesting same.

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SECTION 00 62 16 – CERTIFICATE OF INSURANCE FORM

The Contractor shall provide evidence of insurance reflecting compliance with the insurance requirements as listed in Section 00 21 13 of the Contract Documents and Article 11 of the General Conditions. 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 and each policy renewal for the duration of the contract term and statute of repose. Any deductible or self-insurance retention ($0.00 and higher) for each coverage line must be indicated on the Certificate of Insurance.

The Certificate of Insurance shall state the following as certificate holder:

The Greater Orlando Aviation Authority
Engineering and Construction
One Jeff Fuqua Blvd.
Orlando, FL 32827

The Certificate of Insurance shall reflect 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 as additional insured as outlined in Article 11.2 of the General Conditions. Owner may elect to utilize a third party for the collection and monitoring of Contractor's insurance. Contractor will promptly respond to all requests for information, including, without limitation, requests for copies of insurance policies and Certificate(s) of Insurance evidencing renewal policy periods.

SECTION 00 62 76.19 - PARTIAL RELEASE FOR REDUCTION OF RETAINAGE

GREATER ORLANDO AVIATION AUTHORITY

KNOW ALL PERSONS BY THESE PRESENTS, that the undersigned, conditioned upon payment of the sum of _____ DOLLARS ($_____) (payment amount), paid by the Greater Orlando Aviation Authority (hereinafter referred to as "Owner"), does hereby fully and completely discharge and release the Owner from and waives any and all debts, accounts, promises, damages, liens, encumbrances, causes of action, suits, bonds, judgments, claims and demands whatsoever, in law or in equity, which the undersigned ever had, now has or might hereafter have on account of labor performed, material furnished or services rendered, directly or indirectly, for the Contract between the parties, dated _____, known as "V-00982, MCO Campus Key & Lock Replacement , Orlando International Airport," except for the following Claims, if any, which have been properly raised in accordance with the Contract Documents:

_____(list brief description of Claim or list None). All Claims not specifically listed are hereby waived.

The undersigned further covenants that it will use this payment to make full and final payments to all subcontractors, suppliers, materialmen and any or all other persons supplying material, supplies, services or labor used directly or indirectly in the prosecution of the Work.

The undersigned shall maintain in full force and effect the provisions of the Contract Documents respecting the guaranty against defective work, and any other special guaranties required by the Contract Documents, for the terms provided in the Contract Documents, which terms shall begin to run from the date specified in the Contract Documents.

The undersigned represents and warrants that the statements contained in the foregoing Release are true and correct and that the person signing this Release has full authority to bind the Contractor.

IN WITNESS WHEREOF, I hereunto set my hand and seal this _____ day of _____, 20___.

WITNESSES:

_____
CONTRACTOR

_____ By:_____

_____ Title: President

(CORPORATE SEAL)
(If Applicable)

State of:_____
County of:_____

On this _____ day of _____, _____, before me appeared (name) _____, as (office) _____ of (name of Firm) _____, who, being duly sworn, did execute the foregoing affidavit, and who is personally known by me or who presented (type of identification) _____, and who did take an oath.

Notary Public:_____

SECTION 00 65 19.29 - FINAL RELEASE FORM

GREATER ORLANDO AVIATION AUTHORITY

KNOW ALL PERSONS BY THESE PRESENTS, that the undersigned, **conditioned upon payment** of the sum of _____ DOLLARS ($_____) (final total Contract amount), paid by the Greater Orlando Aviation Authority (hereinafter referred to as "Owner"), does hereby fully and completely discharge and release the Owner from and waives any and all debts, accounts, promises, damages, liens, encumbrances, causes of action, suits, bonds, judgments, claims and demands whatsoever, in law or in equity, which the undersigned ever had, now has or might hereafter have on account of labor performed, material furnished or services rendered, directly or indirectly, for the Contract between the parties, dated _____, known as " V-00982, MCO Campus Key & Lock Replacement , Orlando International Airport," except for those claims, disputes and other matters arising out of or relating to said Contract which have been raised by written demand in accordance with the Contract Documents prior to this date and identified by the Contractor as unsettled in the final Application for Payment.

The undersigned further covenants that all subcontractors, suppliers, materialmen and any or all other persons supplying material, supplies, services or labor used directly or indirectly in or for the Work will be paid in full upon receipt of final payment from Owner.

The undersigned shall maintain in full force and effect the provisions of the Contract Documents respecting the guaranty against defective work, and any other special guaranties required by the Contract Documents, for the terms provided in the Contract Documents, which terms shall begin to run from the date specified in the Contract Documents.

The undersigned represents and warrants that the statements contained in the foregoing Release are true and correct.

IN WITNESS WHEREOF, I hereunto set my hand and seal this _____ day of _____, 20 ___

WITNESSES:

_____
CONTRACTOR

_____ By:_____

_____ Title:_____

(CORPORATE SEAL)

State of:_____
County of:_____

On this _____ day of _____, _____, before me appeared (name) _____, as (office) _____ of (name of Firm) _____, who, being duly sworn, did execute the foregoing affidavit, and who is personally known by me or who presented (type of identification) _____, and who did take an oath.

Notary Public:_____

Final Release Form must be signed by a corporate officer or such other representative of the Contractor with authority to bind the Contractor to this Release.

SECTION 00 65 19.33 - SUBCONTRACTOR FINAL, RELEASE FORM

GREATER ORLANDO AVIATION AUTHORITY

KNOW ALL PERSONS BY THESE PRESENTS, that the undersigned, conditioned upon payment of the sum of _____ _____ DOLLARS ($_____) (final total Contract amount), paid by the Contractor does hereby fully and completely discharge and release the Greater Orlando Aviation Authority from and waives any and all debts, accounts, promises, damages, liens, encumbrances, causes of action, suits, bonds, judgments, claims and demands whatsoever, in law or in equity, which the undersigned ever had, now has or might hereafter have on account of labor performed, material furnished or services rendered, directly or indirectly, for the Project known as " V-00982, MCO Campus Key & Lock Replacement , Orlando International Airport," except for those Claims made in accordance with the Contract Documents prior to this date and identified by the Contractor as unsettled in the Contractor's final Application for Payment.

This Final Release and Waiver is conditioned upon receipt of the final payment from the Contractor in the amount of _____ Dollars ($_____) and is not effective until that payment is received.

The undersigned further covenants that all sub-subcontractors, suppliers, materialmen and any or all other persons supplying material, supplies, services or labor used, directly or indirectly, on or for the Project have been paid in full.

The undersigned shall maintain in full force and effect all guaranties against defective work, and any other special guaranties required by the Subcontract.

The undersigned represents and warrants that the statements contained in the foregoing Release are true and correct.

IN WITNESS WHEREOF, I hereunto set my hand and seal this _____ day of _____, 20 ___

WITNESSES:

_____
SUB CONTRACTOR

_____ By:_____

_____ Title:_____

(CORPORATE SEAL)

State of:_____
County of:_____

On this _____ day of _____, _____, before me appeared (name) _____, as (office) _____ of (name of Firm) _____, who, being duly sworn, did execute the foregoing affidavit, and who is personally known by me or who presented (type of identification) _____, and who did take an oath.

Notary Public:_____

Final Release Form must be signed by a corporate officer or such other representative of the Sub Contractor with authority to bind the Sub Contractor to this Release.

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SECTION 00 72 13 - GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

ARTICLE 1 GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.1 Bid

The bid consists of the Bid Form, Bid Security, Exhibits, schedules and other documents required to be submitted by a bidder in accordance with the Instructions to Bidders.

1.1.2 Bid Documents

The Bid Documents consist of the Bid, Project Manual, Drawings, Specifications, written Instructions to Bidders, Invitation to Bid, Addenda, and the documents, reports and information referenced in such Bid Documents.

1.1.3 Contract Documents

The Contract Documents consist of the executed Agreement between the Owner and Contractor, the Bid Documents, and Contract Modifications issued after execution of the Agreement.

1.1.4 Conformed Contract Documents

For ease of administration of the Contract, the Owner may elect to have the Designer conform the Contract Documents. Conformed Contract Documents consist of the Bid Documents which are revised to incorporate information contained within the Addenda. If the Contract Documents have been conformed, the Contractor is responsible for verifying that the Addenda are accurately incorporated into the Conformed Contract Documents before relying on them for purposes of construction. Conformed Contract Documents are for convenience and do not supersede the information contained within the Contract Documents.

1.1.5 Contract

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

1.1.6 Record Documents

The Record Documents consist of those documents assembled by the Designer 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 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 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 Project Manual

The Project Manual consists of one or more volumes of bound documents assembled for the Work which may include the bidding requirements, sample forms, Conditions of the Contract and Specifications.

1.1.11 Drawings

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

1.1.12 Specifications

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

1.1.13 Liquidated Damages

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

1.1.14 Contract Time

Unless otherwise provided, 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.

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 Designer 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 compliance with the requirements of Article 9 and Section 01 78 00, having been 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.

1.1.19 Owner's Authorized Representative (OAR)

The OAR is the person or entity that is selected by the Owner and identified at the Pre-Construction Conference to perform the OAR's responsibilities of the Contract Documents.

1.1.20 Contractor

The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number.

1.1.21 Designer

The Designer is the person or entity lawfully licensed in Florida to provide architectural or engineering services identified as such in the Contract Documents 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.

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.

1.1.23 Subcontractor

A Subcontractor 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" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor.

1.1.24 Sub-Subcontractor

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

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 Paragraphs 1.6.1 and 1.6.2 shall apply.

1.2.3 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

1.3 OWNERSHIP AND USE OF DESIGNER'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

1.3.1 All Drawings, Specifications and other documents prepared by 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 material and equipment Supplier. The Contractor, Subcontractors, 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 Paragraphs 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

1.6.1 The Order of Precedence for the Contract Documents shall be as follows:

1. Contract Modifications
2. Executed Contract Agreement
3. Bid Addenda
4. Special Conditions
5. Supplemental Conditions
6. General Conditions
7. 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.
8. Unit Price Schedules contained in the Contractor's Bid
9. Instructions to Bidders and all portions thereof containing information required from the Contractor
10. Invitation to Bid
11. Measurements by Scale

1.6.2 The more stringent requirements shall apply in the event any conflicts cannot be resolved by applying the Order of Precedence.

1.7 STANDARD FORMS

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

1.7.1 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.

1.7.2 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.

1.7.3 DESIGNER'S SUPPLEMENTAL INSTRUCTION (DSI): A DSI shall be utilized by the Designer to provide clarifications or supplemental information to the Contractor. The intent of the DSI is for the Designer to clarify and supplement the existing requirements of the Contract. A DSI may not modify the scope of Work.

1.7.4 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) in the form of a Request for Change Order (RCO) for review by the Owner and OAR.

1.7.5 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 Paragraph 7.2.

1.7.6 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 Paragraph 7.3.

1.7.7 FIELD CHANGE ORDER (FCO): A FCO may be utilized for immediate direction and authorization to proceed with Changes in the Work in accordance with Paragraph 7.4.

1.7.8 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.

2.1.2 The Owner shall not be responsible for furnishing surveys or other information as to the physical characteristics of or utility locations for the Project site.

2.1.3 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 OAR's 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 paragraph, 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 Paragraph 2.2.1 or for suspensions under Paragraph 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 Designer's additional services and for all other 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 within thirty 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 acknowledges and declares that the Contract Documents are sufficient to

enable the Contractor to complete the Work as shown in the 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.

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. Errors, inconsistencies or omissions discovered shall be immediately reported in writing to the OAR. If the Contractor performs any construction activity which the Contractor knows or should have known contains an error, inconsistency or omission, the Contractor shall be responsible for such performance and shall bear the cost for correction.

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. 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 concealed or unknown conditions except as described in Paragraph 4.3.5.

3.2 SUPERVISION AND CONSTRUCTION PROCEDURES

3.2.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract including coordination of the duties of all 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 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, 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 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 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, 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 Florida residents, if Florida residents apply for a project specific job and have substantially equal qualifications to those of nonresidents.

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 the warranties 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 bids were received.

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. Except for the Owner's non-refundable deposit paid to the City of Orlando for commercial permitting referenced in Section 00 72 13, 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:

1. materials and equipment under an allowance shall be selected by the Owner within the time frames required by the current accepted schedule;
2. 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 Paragraph 7.1.13, less applicable trade discounts;

3. 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 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.

3.8.3 The resumes of the Contractor's key personnel, including but not limited to the Project Manager and Superintendent that the Contractor intends to use on the Project and an organizational chart shall be submitted to the OAR prior to the commencement of Work.

3.9 CONTRACTOR'S 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 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 the 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 SITE; AS-BUILT DOCUMENTS

3.10.1 The Contractor shall maintain at the site all approved Shop Drawings, Product Data, Samples and other required submittals and make such documents available to the Owner, Designer and OAR.

3.10.2 The Contractor shall maintain at the 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, Designer 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 held responsible for all damages arising directly or indirectly out of the Contractor's failure to maintain complete and accurate As-Built Documents and other information.

3.10.3 The Contractor shall maintain at the site all permit Drawings in a manner so as to make them accessible to governmental inspectors and other authorized agencies. All final updated Permit Drawings shall be delivered to the OAR prior to Final Completion.

3.11 SUBMITTALS: SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

3.11.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, manufacturer, Supplier or distributor to illustrate some portion of the Work.

3.11.2 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.

3.11.3 Samples are physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be accepted.

3.11.4 Shop Drawings, Product Data, Samples and similar submittals (all of which shall be referred to as "Submittals") are not changes to 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.

3.11.5 Unless the Specifications provide otherwise, the Contractor shall review, approve and submit to the OAR, for review, Submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. The Contractor shall furnish the Submittals in the format and quantity required by the specifications. By approving and submitting Shop Drawings, Product Data, Samples and similar 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. Submittals that have not been approved by the Contractor shall be returned by the OAR to the Contractor without review.

3.11.6 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 reviewed and returned by the OAR in accordance with the Contract Document. Review and return of the submittal does not constitute acceptance by the Owner of modification to the Contract Documents See Article 4.

3.11.7 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 shall also make the representations contained in the specifications. The Contractor's request for a deviation shall not entitle the Contractor to a time extension.

3.11.8 The Contractor shall direct specific attention, in writing, to revisions on resubmitted Submittals, other than those requested on previous Submittals.

3.11.9 Informational submittals identified in the Contract Documents do not require responsive action.

3.11.10 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.

3.11.11 When Shop Drawings, Product Data or Physical Samples are returned to the Contractor stamped REJECTED, NOT APPROVED, RETURNED FOR CORRECTIONS or otherwise not accepted through no fault of the Owner, the Contractor may be required to reimburse the Owner for its additional

expenses incurred as a result of the Contractor's failure to comply with submittal requirements up to a maximum of:

Drawing Sheets	-	$400.00/Drawing Sheet
Product Data	-	$100.00/Cut Sheet
Physical Samples	-	$200.00/Sample

Such sums reflect the damages suffered by the Owner as a result of the Contractor's deficient performance, the actual amount of which cannot be accurately determined as of the time this Contract is awarded, and not as a penalty. The foregoing amounts may be withheld (cumulatively) from the Contractor's Application for Payment each month, as applicable. At or before the final completion, a deductive Contract Modification may be issued to the Contractor by the Owner to reflect all such deductions.

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. 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 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

3.14.1 The Contractor, on a daily basis, shall keep the premises 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 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 approval of the Owner.

3.14.2 If the Contractor fails to keep the site clean as provided in the Contract Documents, then, following the Owner's 48 hour written notice to the Contractor, the Owner may take appropriate action to clean the site and charge such costs to the Contractor.

3.15 ACCESS TO WORK

3.15.1 At all times, the Contractor shall, at no additional cost, provide the Owner, OAR and Designer 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.

ARTICLE 4 ADMINISTRATION OF THE CONTRACT

4.1 ROLE OF THE DESIGNER

4.1.1 The Designer 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 Designer will not make exhaustive or continuous on-site inspections to check quality or quantity of the Work unless otherwise provided in the Contract Documents.

4.1.2 The Designer will review and take appropriate action upon the Contractor's Submittals that are defined in the Contract Documents, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Designer'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 Designer's review of the Contractor's Submittals shall not relieve the Contractor of the obligations of the Contract Documents. The Designer's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Designer, of any construction means, methods, techniques, sequences or procedures. The Designer'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.

4.1.3 The Designer is the interpreter of the technical requirements and intent of the Contract Documents. The Designer, within a reasonable period of time after receipt of a written request therefore, shall render such interpretations in writing or in the form of drawings to the OAR for forwarding to the Contractor.

4.1.4 The Designer will conduct inspections with the OAR and Contractor to determine if the requirements for Substantial Completion have been satisfied, to prepare the Designer's Substantial Completion punch list, to ensure the Designer's punch list work has been completed and to confirm the

requirements for Final Completion have been satisfied. The OAR will receive and forward to the Designer for review written warranties and related close-out documents required by the Contract Documents and assembled by the Contractor.

4.1.5 The Designer 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.

4.1.6 Based upon Designer's periodic site observations, the Designer will 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.

4.2 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 at the Pre-Construction Conference. 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 and material Suppliers shall be through the Contractor. The Contractor's communications with the Designer or with separate contractors shall be through the OAR.

4.2.3 The OAR will receive and process the Contractor's submittals, including transmitting the Submittals to the Designer and returning the Designer's and Owner's comments or approvals 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 Designer's review, but not less than 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 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, 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 Designer 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 by either party must be made within fourteen (14) days after occurrence of the event giving rise to such Claim or within fourteen (14) days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims must be initiated by written notice and contain a thorough description of the basis of the Claim with a copy to the other party 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 notices 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 Paragraphs 4.4 and 4.5, the Contractor shall proceed diligently with performance of the Work.

4.3.4 By making final payment, the Owner does not waive Claims that arise 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 the Owner and 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. 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 either party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, of any of the other party's employees or agents, or of others for whose acts such party is legally liable, written notice of such injury or damage, whether or not insured, shall be given to the other party no later than fourteen (14) days after first observance. The notice shall provide sufficient detail to enable the other party 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 SUBCONTRACTOR CLAIM

4.5.1 For any Claim made by the Contractor against the Owner, the basis of which includes a Claim by a 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 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 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 Subcontractor's claim. A copy of such certification shall be provided to the Owner contemporaneous with the submission of any Subcontractor Claim to the Owner. The Owner will not consider any Claim that has not been properly certified by the Contractor.

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, including, but not limited to, books of account, bills, invoices, payrolls, Subcontracts, Subcontractor payment requests, time sheets/cards, progress records, daily logs, daily reports, and cost accounting records, 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. It is further stipulated and agreed that no person or entity has power to waive any of the foregoing provisions, and that in any action against the Owner to recover 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 the trial, compliance with the provisions of this Article 4. In addition to the foregoing, to the extent any Claim by the Contractor includes any claims by Subcontractors, 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 books and documents of the Subcontractor 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 notice from the Owner.

ARTICLE 5 SUBCONTRACTORS

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

5.1.1 Unless otherwise stated in the Contract Documents or the bidding requirements, 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. 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, 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, such as apparent lack of responsibility (i.e., poor performance on prior projects, lack of experience, capacity or financial viability), 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.

5.1.4 Once the Contractor enters into a subcontract, the Contractor may only replace a Subcontractor when required by the Owner or when the Contractor can demonstrate to the Owner's satisfaction that the Subcontractor 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, an 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, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the

proposed subcontract agreement which may be at variance with the Contract Documents. Subcontractors shall similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

5.2.2 All work performed for the Contractor by a Subcontractor shall be pursuant to an appropriate written agreement between the Contractor and the Subcontractor. The Contractor shall provide to the Owner or OAR, if requested, copies of all Subcontracts within seven (7) days following the Owner's or OAR's request.

5.2.3 The Owner shall have no contractual liability or obligation to any Subcontractor 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.

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 damage caused by the Contractor to completed or partially completed construction or to property of the Owner or separate contractors as provided in Article 10.

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 at its own expense, or at the Owner's option, pay all defense costs of the Owner including attorney's fees, 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. If the Work of the Contractor is delayed because of any 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 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 premises and surrounding area free from waste materials and rubbish as described in Article 3, the Owner may clean up and allocate the cost among those responsible as the OAR determines 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 paragraph 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.

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. This shall include written confirmation by the Contractor or Subcontractor 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 paragraph 7.1.9.9, direct labor does not include salaried employees on site, supervision (project 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 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. Actual increases in permitting costs, but only to the extent supported by actual invoices or receipts showing the difference between the permitting costs for the for the Work prior to any Contract Modifications and the final permitting cost after all Contract Modifications have been completed.

7. Transportation and living expenses for specialized personnel required to complete the Contract Modification that are based more than 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.

8. 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, 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.
    e. Acceleration costs agreed to in advance, in writing, by the Owner.

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, for 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 Paragraph 4.3 and submitted full documentation supporting the request. Neither labor disputes involving the Contractor, its Subcontractors or any other laborers or materialmen performing the Work, nor abnormal inclement weather conditions, shall 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 delays, the Contractor is only entitled to the reasonable actual costs that are caused directly and solely by the delay and allowed for Contract Modifications as set forth in Paragraph 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, 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 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 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, 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 or Suppliers	(C) First Tier Subcontractors' 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 or Suppliers of any tier.
3. The mark-up payable to the Contractor for administration of Work performed by Subcontractors 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 and Suppliers, regardless of tier, is the responsibility of the Contractor.
4. The markup allowed for each first tier Subcontractor shall not exceed the appropriate percentage in Column C. This mark-up shall be applied one time only by each first tier Subcontractor on the total value of all work performed by the Subcontractor and all its lower tier subcontractors or suppliers. The first-tier Subcontractor is responsible for distribution of its mark-up among all lower-tier firms. No lower tier subcontractor is allowed to mark-up their own work since their mark-up is to be distributed by the first-tier Subcontractor.
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.

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. The Owner and Contractor shall cooperate together to ensure that FCOs are incorporated into the Contract by appropriate CO within thirty (30) days from the completion of the FCO work.

7.5 FORCE ACCOUNT WORK

7.5.1 Force Account Work shall only include the same costs as those allowed by Article 7.1.9 and shall be documented and verified jointly by the Contractor and the OAR. The Contractor bears the responsibility for obtaining daily approval of all allowable Force Account charges described below. The Contractor shall not be paid for claims arising from unapproved charges. The Contractor shall provide documentation requested by the OAR including but not limited to:

1. Time sheets which shall be approved daily by the OAR (or 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, or project managers
3. Equipment cost accounting records that evidence the cost of rented equipment or the Contractor's equipment.
4. Material cost accounting records that evidence the net costs of materials foe 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 Claim that contains the backup documentation for each element of the Force Account Work. 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 other 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 Claim, 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. 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 Notice to Proceed 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 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 Paragraph 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 Bidders. 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 shall be liable to the Owner for the Liquidated Damages identified in the Instructions to Bidders. 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 Paragraph 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 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, 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.

ARTICLE 9 PAYMENTS AND COMPLETION

9.1 TOTAL CONTRACT PRICE

9.1.1 The Total Contract Price is the amount stated in the Agreement 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 for Payment on lump sum contracts, including those which contain unit prices for certain portions of the Work, the Contractor shall submit to the Owner and OAR for approval, a schedule of values allocated 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 or 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 OAR.

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.

9.3 APPLICATION AND CERTIFICATE OF PAYMENT

9.3.1 The Contractor shall submit to the OAR two (2) original itemized Applications for Payment for work completed in accordance with the approved schedule of values or unit price schedule. Applications for payment shall be submitted no later than the 5th of the month for all work completed the prior month. Each Application for Payment shall include only work completed and/or costs incurred through the submission date of the Application for Payment, but not previously invoiced. No payment will be made for work not yet completed. Each Application for Payment must clearly identify the submission date (a/k/a the "period ending date"). Each Application 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 and material Suppliers) and reflecting the amount of retainage in accordance with Paragraph 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, at the pre-construction conference.

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

"Contractor hereby certifies that, except as indicated on the attached documents, there are no Claims of Contractor, its Subcontractors or Suppliers as of the date of this Application for Payment that have not been completely resolved, that the Contractor has no knowledge of any unsolved Claims by Subcontractors or Suppliers, that all Subcontractors 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 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 for Payment have been verified and are correct."

9.3.3 Upon request by the Owner, the Contractor shall submit waivers of lien/bond rights and other documentation from Subcontractors and Suppliers to evidence the status of payments.

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

9.3.5 Applications for Payment may include requests for payment on account of changes in the Work which have been included in fully executed CCDs or 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 for Payment until compliance is achieved.

9.3.7 Within fifteen (15) business days after the OAR's receipt of the Contractor's Application for Payment, the Owner and OAR shall either (1) approve the Application for Payment by signing the Application 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 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 in accordance with the Contract Documents. 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, in the Contractor's default under any of the Contract Documents or 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. In addition, if the Owner or OAR subsequently discovers that an Application for Payment was improperly paid, the Owner or OAR may withhold payment on any future Applications 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 for Payment is not approved, the Contractor and the OAR shall conduct discussions to determine whether a revised Application 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 for Payment to delete the disputed amounts and will then approve payment for the undisputed amount and send a copy of the adjusted Application for Payment to the Contractor. If an agreement can be reached on the disputed portions of the Application within ten (10) days, the Contractor will submit a revised and signed Pay Application 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 for Payment.

9.3.10 The Owner's signature on the Application for Payment does not constitute approval and acceptance of the Work.

9.3.11 At all times during the processing of an Application 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 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 $10,000 and 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 next pay application; 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;
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 Owner'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 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 for payment for stored materials will be made, which schedules shall include items, quantities, value or unit prices with extensions and the month in which Application 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 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 for Payment will pass to the Owner no later than the time of payment on such Application for Payment by the Owner to the Contractor. The Contractor shall be responsible for adequately securing and protecting from weather damage all materials and equipment stored on the Owner's property. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, 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 it 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.

9.5.3 Subcontractor Payments

1. The Contractor shall pay each Subcontractor 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 portion of the Work, the amount to which each Subcontractor is entitled, subject to amounts actually retained from payments to the Contractor on account of each Subcontractor's portion of the Work.
2. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors within seven (7) days after receipt of payment from the Subcontractor,
3. 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 for Payment that were not paid prior to the date on which the Application for Payment was submitted.
4. If the Contractor fails to pay a Subcontractor 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 or Supplier, pay such Subcontractor or Supplier the applicable sums paid the Contractor on account of the Subcontractor'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's options in this paragraph are in addition to any other rights set forth in the Contract.
5. Upon satisfactory completion of each Subcontractor's work, Contractor shall timely return to the Subcontractor any retainage held, regardless of whether the retainage has been paid to the Contractor.
6. At any time, the Contractor may request payment from Owner for Subcontractor'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 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.

9.5.4 DBE Sub-subcontractor Payments

1. If any Subcontractor fails to pay any DBE Sub-subcontractor 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, pay such DBE Sub-subcontractor, the applicable sums paid the Contractor on account of the Sub-subcontractor'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 paragraph are in addition to any other rights set forth in the Contract.
2. Upon satisfactory completion of each DBE Sub-subcontractor's work, the Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to pay each DBE Sub-subcontractor'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 for any DBE Sub-subcontractor's retainage. At the time such retainage is requested, Contractor must provide Owner with a Final Release Form from the DBE Sub-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 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 Designer shall have any obligation to pay or to assure the payment of money to a Subcontractor for Work on the Project. The Owner may, however, demand sworn statements of accounts from Subcontractors or Suppliers and, at the Owner's sole discretion, pay Subcontractors 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 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 for cause that is disputed by Subcontractor. Contractor shall make every effort to resolve such payment disputes with its Subcontractors 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 Designer 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 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 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 at a minimum of three (3) business days after the OAR's preliminary inspection.

9.7.4 The OAR, the Designer and others, during the Substantial Completion Inspection, will prepare the Owner's preliminary 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 a maximum of 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.

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 Designer 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 punch list accompanying the Certificate. 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, the Contractor and Owner shall designate by an agreement the conditions of such partial occupancy, provided such occupancy or use is consented to by the Owner's insurer as required under Article 11 and authorized by public 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 writing 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 writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. Even if an agreement is reached as to partial occupancy or use, 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 Designer 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 agreed upon, 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 that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Designer and OAR will promptly make such inspection with the Contractor and, when the Designer and OAR find the Work acceptable under the Contract Documents and the Contract fully performed, including the delivery of all close-out documentation required in Paragraph 9.9.2, the OAR will promptly issue a final Certificate for Payment stating that to the best of their knowledge, information and belief, and on the basis of the OAR's observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the amount noted in the final Certificate for Payment has been earned, subject to the Owner's claims, Liquidated Damages or backcharges, if any. The OAR's execution of the final 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 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; (6) all required As-built Drawings, operating and maintenance instructions and manuals, and acceptable warranty/guaranty documents; (7) Subcontractor Final Release Forms; and (8) Final Release Form. If a Subcontractor 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 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, Subcontractor or Supplier, except those Claims previously made in accordance with Article 4 and identified by the Contractor as unsettled on the final Application for Payment.

9.9.4 Payment of Liquidated Damages

1. If the Owner, in its sole discretion, determines that Liquidated Damages are due in accordance with the Contract, the amount of Liquidated Damages shall be subtracted from the amount of retainage on the final application for payment. If there is insufficient retainage to compensate the Owner for the Liquidated Damages, 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.

9.10 OWNER'S AUDIT RIGHTS

9.10.1 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.

9.10.2 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 paragraph, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, superintendent reports, drawings, receipts, vouchers and memoranda, 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 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), as they may apply to costs associated with this Contract.

9.10.3 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 years after final payment.

9.10.4 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.

9.10.5 The Owner, OAR and Designer 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.

9.10.6 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 PROGRAM

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 and monitor the safety of its operations during the performance of the Work, including the operations of its Subcontractors, 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 PROTECTION OF PERSONS AND PROPERTY

10.2.1 The Contractor shall comply with, and give notices required by, 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.

10.2.2 The Contractor, in addition to Article 10.2.1, shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent causing or contributing to the damages, injury or loss to:

1. employees and other persons who may be affected in, on, or around the Project site and thereby;

1. 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; and

2. other property improvements and infrastructure at the site or adjacent thereto, including but not limited to trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

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 the safeguards and 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 and within federal, state & local regulations applicable to such hazardous materials.

10.2.5 The Contractor shall promptly remedy all damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Paragraphs 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor or anyone directly or indirectly acting on their behalf, or by anyone for whose acts any of them may be responsible for, to the extent the damage or loss is not attributable to acts or omissions of the Owner, OAR or Designer 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 obligations under Article 11.

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 site to be loaded so as to endanger the safety of the traveling public, the airlines, tenants, or other airport users, the Owner, OAR, Designer, 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.

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.

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 Section 00 21 13 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 Bidders. 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 Bidders.

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 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 Bidders. 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.

11.2.5 If required by the Instructions to Bidders, 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 Bidders. 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.

11.2.6 If required by the Instructions to Bidders, 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 Bidders.

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

11.2.7.1 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.

11.2.7.2 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.

11.2.7.3 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.

11.2.7.4 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.

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

11.2.7.6 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.

11.2.7.7 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 Contactor 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, 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 Designer's request or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the OAR, Designer, 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, Designer, Owner or any applicable governmental authority has not specifically requested to observe prior to its being covered, the OAR or Designer 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, Designer, 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 and inspections and compensation for the OAR's and Designer's services and expenses incurred by the Owner.

12.2.2 If, within one 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 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-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 Paragraph 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 year as described in Paragraph 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

13.2.1 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.

13.2.2 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 if delivered in person, by regular mail, by facsimile, or by certified mail to those persons identified as representatives of the Owner, Contractor and OAR in the Pre-Construction Conference (as to the Owner and OAR) and the Contractor's Bid (as to the Contractor) unless changed in writing.

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 of any part or provision of the Contract Documents shall not impair or affect in any manner the validity, enforceability or effect of the remaining provisions of the Contract Documents.

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. The OAR 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 approval 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, Designer and Owner in connection with such tests, examinations, inspections, or approval 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 legal rate of interest.

13.7 REPRESENTATIONS AND WARRANTIES

13.7.1 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 NON-DISCRIMINATION

13.8.1 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 (herein after incudes 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 in full by reference, and made a part of this Contract.
2. Nondiscrimination. The Contractor, with regard to the work performed by it during the Contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of Subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate either 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. The Owner may from time to time adopt additional or amended nondiscrimination provisions concerning this Contract, and the Contractor agrees that it will adopt and be bound by any such requirements as a part of this Contract.
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 shall 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 shall provide all information and reports required by the Nondiscrimination Acts and Authorities, the Regulations, and directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Owner or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities, orders, and

instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the Owner or the Federal Aviation Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

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

    a. Withholding of payments to the Contractor under the Contract until the Contractor complies, and/or
    b. Cancellation, termination, or suspension of the Contract, in whole or in part.

6. Incorporation of Provisions. The Contractor shall include the provisions of paragraphs 6.3.1 through 6.3.6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Nondiscrimination Acts and Authorities, the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the Owner or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or supplier because of such direction, the Contractor may request the Owner to enter into such litigation to protect the interests of the Owner.In addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

    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 Owner deems appropriate.

13.8.2 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 in this section referred to as the "Contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

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

b. 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);

c. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

d. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;

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

f. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

g. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);

h. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places

of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

i. The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

j. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination 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;

k. 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. at 74087 to 74100);

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

13.9 PUBLIC RECORDS

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: 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. 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.

13.9.1 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) 825-7105 (PHONE NUMBER); AND "GREATER ORLANDO AVIATION AUTHORITY, PUBLIC RECORDS" ONE JEFF FUQUA BOULEVARD, ORLANDO, FLORIDA 32827.

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 30 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, provided the Contractor notifies the Owner and OAR in writing of such intent and the Owner has not cured the Work stoppage within fourteen (14) days of receipt of such notice, for 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.

14.1.2 If repeated suspensions, delays or interruptions by the Owner constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less, then the Contractor may terminate the Contract unless the Owner has approved a Contract Modification for the increased time and cost in accordance with Article 2.

14.1.3 If the Contractor terminates the Contract per Paragraph 14.1.1 or 14.1.2, 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.

14.1.4 Termination of the Contract or a portion thereof pursuant to Paragraphs 14.1.1 or 14.1.2 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, LDB/VBE or DBE Participation Program, or
5. allows any final judgment against it to remain unsatisfied for a period of thirty (30) days, or
6. makes an assignment for the benefit of creditors, or
7. fails to carry on the Work in accordance with the Contract Provisions, 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) 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 contracts that exceed One Million Dollars ($1,000,000.00), Owner may terminate this Agreement if the Contractor is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

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 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 Paragraph 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 Designer's or OAR'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 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 Designer and agreed to by the OAR and this obligation for payment shall survive termination of the Contract. Termination of the Contract or a portion thereof pursuant to Paragraph 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 Paragraph 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/Supplier claims and obligations under the Contract with the Owner. Subject to the limitations in Article 7, the Contractor shall be compensated by the Owner for the Contractor's reasonable costs actually expended and profit earned on Work that has been fully completed and accepted by the Owner. 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.

14.3.4 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 paragraph 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 paragraph 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.

ARTICLE 15 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 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/org/GOAA. The Contractor shall include this reporting requirement in all subcontracts and vendor agreements. The Contractor is further encouraged to report any suspected fraud, waste or abuse it suspects in connection

with any other airport operation or project.

ARTICLE 16 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.

END OF SECTION 00 72 13

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

The following supplements modify the "General Conditions," GOAA Document Section 00 72 13. 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.

~~LOCAL DEVELOPING BUSINESS / SERVICE DISABLED VETERAN OWNED BUSINESS ENTERPRISE (LDB/VBE) Modifications to the General Conditions:~~

~~If the Designated Mobilization Payments (DMP) program applies, add the following to the end of paragraph 9.3.1:~~

~~Each Application for Payment shall contain separate line items that are located on the front cover of each Application for Payment for DMP to LDB/VBE Contractors. in accordance with Paragraph 9.3.13.~~

~~Add the following paragraph 9.3.13:~~

~~9.3.13~~

~~If the Contractor or Subcontractor is certified as a LDB/VBE, as that term is defined in the Owner's policies, the Contractor or Subcontractor shall be eligible to receive a Designated Mobilization Payment equal to five percent (5%) of the Total Contract Price, or if approved by the Owner, such greater amount not to exceed ten percent (10%) of the Total Contract Price. However, the Contractor or Subcontractor shall only be entitled to receive the Designated Mobilization Payment, in the form of a certificate of deposit purchased by the Owner, in the name of the qualifying LDB/VBE entity, from a lending institution participating in the LDB/VBE working capital initiative, and upon satisfaction of the following conditions:~~

~~(a) The Contractor has established a working capital line of credit agreement ("Working Capital Agreement"), as that term is utilized in the LDB/VBE Policy, with a lending institution participating in the LDB/VBE working capital initiative as set forth in the LDB/VBE Policy;~~
~~(b) The Contractor or Subcontractor has requested payment of the Designated Mobilization Payment in an Application for Payment accompanied by a properly executed Working Capital Agreement with a participating lending institution;~~
~~(c) The Owner has issued a Notice To Proceed to the Contractor;~~
~~(d) The Owner shall have ten (10) business days after approval of the Contractor's Application for Payment within which to issue the Designated Mobilization Payment. The Owner may issue (as provided below) the Designated Mobilization Payment prior to the commencement of the Work at the Project site;~~
~~(e) The Contractor or Subcontractor shall pledge (as that term is defined under the Working Capital Agreement) the Designated Mobilization Payment as collateral with a participating lending institution under a Working Capital Agreement;~~
~~(f) The Contractor or Subcontractor shall provide the Owner with proof that the Contractor is participating in the Owner's technical assistance program as that program is described in the Owner's LDB/VBE Policy;~~
~~(g) The Designated Mobilization Payment is at least $4,000 and does not exceed $200,000, regardless of the Total Contract Price; and~~
~~(h) The Contractor or Subcontractor has not entered into an assignment of the Contract proceeds to obtain a line of credit from a non-participating lending institution.~~

~~Add the following paragraphs 9.5.2.4 and 9.5.2.5:~~

~~9.5.2.4 If a Subcontractor is a certified LDB/VBE participating in the designated mobilization payment procedure set forth in Paragraph 9.3.1, the Contractor shall retain no more than five percent (5%) of the amount earned by the LDB/VBE Subcontractor.~~

~~9.5.2.5 If the Contractor employs any Subcontractor which is a certified LDB/VBE participating in the Designated Mobilization Payment procedure set forth in Paragraph 9.3.1, the Contractor shall be permitted to substitute securities for retainage to be earned by the Contractor in accordance with Florida Statute 255.052, or such other procedures as may be approved by the Owner.~~

~~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

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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 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 150/5370-2F, 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 150/5370-2F 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 150/5240-1L, 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.

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.

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 Non-Discrimination

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 shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), 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, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of Subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations. The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Contractor and subcontractors of all tiers and subcontractors of all tiers from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

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 shall be notified by the Contractor of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin. 4. Information and Reports. The Contractor shall

provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Owner or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the Owner or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

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

   a. Withholding of payments to the Contractor under the Contract until the Contractor complies, and/or
   b. Cancellation, termination, or suspension of the Contract, in whole or in part.

6. Incorporation of Provisions. The Contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the Owner or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance.

   Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or supplier as a result of such direction, the Contractor may request the Owner to enter into such litigation to protect the interests of the Owner and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

   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 Owner deems appropriate.

6.4 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 150/5370-2F, 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 150/5370-2F, 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. Contractors 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 $100.00

B. Non-returned Badges - (fee charged to employer) $1,000.00

C. Lost identification badge – Replacement $500.00

D. Stolen Identification badge - No charge with proper documentation $500.00

E. Fingerprints $27.00

F. Security Background Check $11.00

G. Keys $50.00

H. Lost key replacement $500.00

I. Non-returned keys - (fee charged to employer) $500.00

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 are 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 93.01

SECTION 00 73 93.02 - FIS/CBP ACCESS PROCEDURES AT OIA

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and General Conditions/Provisions of Contract, including Contractual Conditions and other Division 01 Specification Sections, apply to this Section.

B. Security and Badging at Airports 00 73 93. 01

C. Special Conditions Regarding Construction at Airport Facilities 00 73 93

1.2 DESCRIPTION

A. General: The U.S. Customs Border Protection (CBP) spaces, including the Federal Inspection Station (FIS) at Orlando International Airport, require CBP approval to access, regardless of the time of day. All persons entering the FIS must be vetted and approved by U.S. Customs and Border Protection before obtaining either a Temporary badge or a Hologram designation on their ID Badge. GOAA Contractors, Consultants and Owner's Authorized Representatives (OARs) are allowed to apply for a Hologram designation on GOAA Security Photo ID badges. Contractors and their sub-contractors with personnel using GOAA Escort required ID Badges must ensure the personnel granted entry into FIS, regardless of the time of day, have been vetted by CBP.

1.3 DEFENITIONS:

A. FIS Interior: All interior areas controlled by USCBP. Contractors are not allowed in the FIS while an International aircraft is processing.

B. FIS Exterior: The exterior area inside the perimeter road. No exterior work is to occur while an International aircraft is processing; see attached exhibits for Airside 1 and Airside 4.

1.4 REQUIREMENTS:

A. The General Contractor and Major subs including: Mechanical, Electrical, Site and Exterior shell must have the continuous bond. Holograms are required for any work conducted independently at the interior or exterior. Any work outside of the demised areas requires a hologram.

B. Coordinate all schedules with the OAR. At any time, the Authority reserves the right to require holograms.

C. GOAA OAR CBP Liaison: Contractors must have GOAA approval prior to contacting CBP for any

temporary badges or holograms. The GOAA OAR CBP Liaison will assess the projects and facilitate the process.

D. Duration of Access: For Contractors, the duration for access will be tied to the Construction Project schedule.

E. Contractors and OARs: Contractors and OARs must establish a Person as a "CBP Coordinator". The Coordinator is the point of contact for that company and is responsible for submitting applications to CBP among other things. The Coordinator must take a special training class given by CBP. The training must be scheduled at the USCBP office at Landside across from the Lost and Found. All documents must flow through the Coordinator to CBP. CBP will contact the Coordinator if there are any issues with the vetting process for any persons in that company. Individuals other than the Coordinator should not come to the CBP Landside office unless requested by CBP. Access to the FIS is for project business only. Access to the FIS is not allowed for breaks or meeting and greeting of passengers.

F. Bonding: All companies requesting access to CBP security areas are required to post a bond, which must be posted before entry is granted. The following list is provided as an example; Final coordination required with CBP. The bonding process is as follows:

1. Post a continuous CF 301 Bond (Type 1 or 2) or an Airport Security Bond. The bond is obtained from an authorized surety company as referenced in 19CFR113.37. The face value of the bond depends upon how many employees will require access to the Customs security areas.

   a) Less than 15 - $25,000.00

   b) Between 15 and 25 - $50,000.00

   c) More than 25 - $100,000.00

2. The CF 301 Bond can be designated as an import/broker bond, warehouse bond, international carrier bond, or a non-specific Airport Security Bond.

3. The Revenue Division will be responsible for resolving any problems/issues on the Type 1 bonds with the bond filer. Additional information may be located at http://cbp.gov/xp/cgov/import/communications to industry/pilot program.

4. Premiums on the continuous bond are paid yearly to their respective insurance agents.

5. The bond must be registered with U.S. Customs and Border Protection Bond Desk, 9043 Tradeport Drive, Orlando, Florida 32827.

6. A copy of the continuous CF 301 bond or an original Airport Security Bond must be filed in the CBP Security Office.

7. Employers must immediately notify the CBP Security Office in writing of any change in the status of the company bond (lapsed, terminated, company name or address change,

reduced bond amount etc.). All pertinent bond information must be the same as the company (company name, address, IRS number).

8. An insufficient bond amount may result in a requirement to increase bond coverage and may result in revocation of CBP access for employees covered under the insufficient bond.

9. Violations of CBP Airport Security rules and regulations will subject an employer to liquidated damages of $1000.00 per violation.

G. Temporary Badges: Information to be submitted for vetting for Temporary badge for day access only (up to 60 days) includes:

1. All persons must be vetted.

2. Temporary badge access forms required by CBP

3. Name, Date of Birth, Social Security Number, copy of Photo ID such as a Driver's License with current address

4. Note that if workers need access after their temporary badge expires, then they must go through the vetting process again.

5. Note: for temporary badges less than 30 days, a continuous bond is not required.

6. Note: for temporary badges more than 30 days, a continuous bond is required; the temporary badge for the same contractor may be extended for 30 days, if the Contractor has a continuous bond in place.

H. Temporary badges for single day access:

1. Temporary day badges can be obtained at either AS1 or AS4;

2. All persons must be vetted. Once accepted, the badge holder must leave a driver's license or other picture ID with CBP.

3. At the end of the day, the badge holder must return the Temporary day badge and at that time, the picture ID will be returned.

4. Temporary badge holders must be escorted by a badge holder with a hologram seal.

I. Hologram Designation: Documents to be submitted for vetting and obtaining a Hologram designation include:

1. CBP Form 3078, two-page -must be neat and readable.

2. Cover memo to U.S. Customs and Border Protection indicating what type of work is to be performed, areas of access and time frame for the work.

3. Driver's License (copy)

4. Social Security Card (copy)

5. Birth Certificate or Passport or Certificate of Naturalization (copy)

   a) Puerto Rico recently issued a new Birth Certificate – you must include the new one

   b) If non US Citizen, provide Work Authorization Document

6. Other CBP forms as required

J. Vetting Process: During the vetting process, CBP may require interviews. If a person does not pass the vetting process, they are not allowed in the FIS. The vetting process will take up to 2 weeks. In scheduling work in the FIS, by either the general or subcontractors, include the GOAA Badging and CBP vetting process in construction work schedules.

K. Escorting: OARs and Contractors may escort others only if they have a hologram designation on their badge. If Construction related personnel are going to be accessing the FIS for extended periods of time, then holograms need to be obtained.

L. Issuance of Hologram on Security Badge: GOAA Badging will notify and issue the hologram designation on the badge at the GOAA Badging office on Cargo Road, following the submission of the applications and vetting by the CBP.

M. Access to USCBP spaces including the FIS must be coordinated through the OAR:

1. All Contractor access must be coordinated through the OAR. The OAR will coordinate with GOAA OPs and CBP. For FIS spaces, Contractors with a hologram designation can be in the FIS at night without a CBP Officer. Prior to entering the FIS during these hours, OAR's and/or Contractors are to call the Airport Operations Center (AOC) at 407-825-3840, informing them that a badged person with a hologram is entering the FIS and escorting vetted personnel with GOAA escort required badges. The OAR Night Inspector will be present for any night work in the FIS area.

2. Night access to FIS: Hours of work (as of August 18, 2015 are approximately 8 pm to 4 am for AS4 only). OARs and Contractors must check flight schedules prior to entering the FIS area. OARs and Contractors are not allowed in the FIS when passengers are processing. If there are any questions about flights, please call GOAA Ops (AOC) at 407-825-3840. The OAR must submit names of Contractor and OAR personnel who will enter the FIS prior to 4:00 p.m. the day of night access. The OAR must send this request to CBP and to the AOC. Only vetted persons will be allowed access to the FIS. If the staffing is known for an entire week, then that list can be submitted. However, any changes to the staffing plan submitted, must be updated and submitted.

3. Day access to the FIS: Day access must be coordinated in advance with CBP by the GOAA OAR CBP Liaison. OARs and Contractors must check flight schedules prior to entering the FIS area. OARs and Contractors are not allowed in the FIS when passengers are processing. If there are any questions about flights, please call GOAA Ops (AOC) at 407-825-3840.

4. Access to CBP office areas: The GOAA OAR CBP Liaison will coordinate any special access to CBP office areas.

5. Daytime Check in required at FIS: for AS4 please check in at room 1770 to let the CBP personnel know of the visit. For AS1 please check in at room 1563 to let the CBP personnel know of the visit.

6. Emergency Access: Emergency access is allowed. However, Contractors and Consultants must check in at AS4 at room 1770 and AS1 at room 1563.

7. City of Orlando Inspections: City Inspections can occur during the day and at night when there are no passengers. Inspections should be coordinated through the OAR. City of Orlando Inspectors must be vetted and can be escorted by badge holders with a hologram seal.

N. Protection of space and end of work shift clean up: All spaces must be returned to existing conditions as found at the beginning of the shift. Spaces and equipment must be covered during the work shift especially while conducting overhead ceiling work. All spaces must be dusted and vacuumed at the end of the shift. All construction debris must be completely removed from the FIS. Contractor equipment and tools must also be removed from the FIS. To the extent possible, ceiling and wall penetration areas must be completely closed up at the end of each shift.

1.5 DOCUMENT HISTORY:

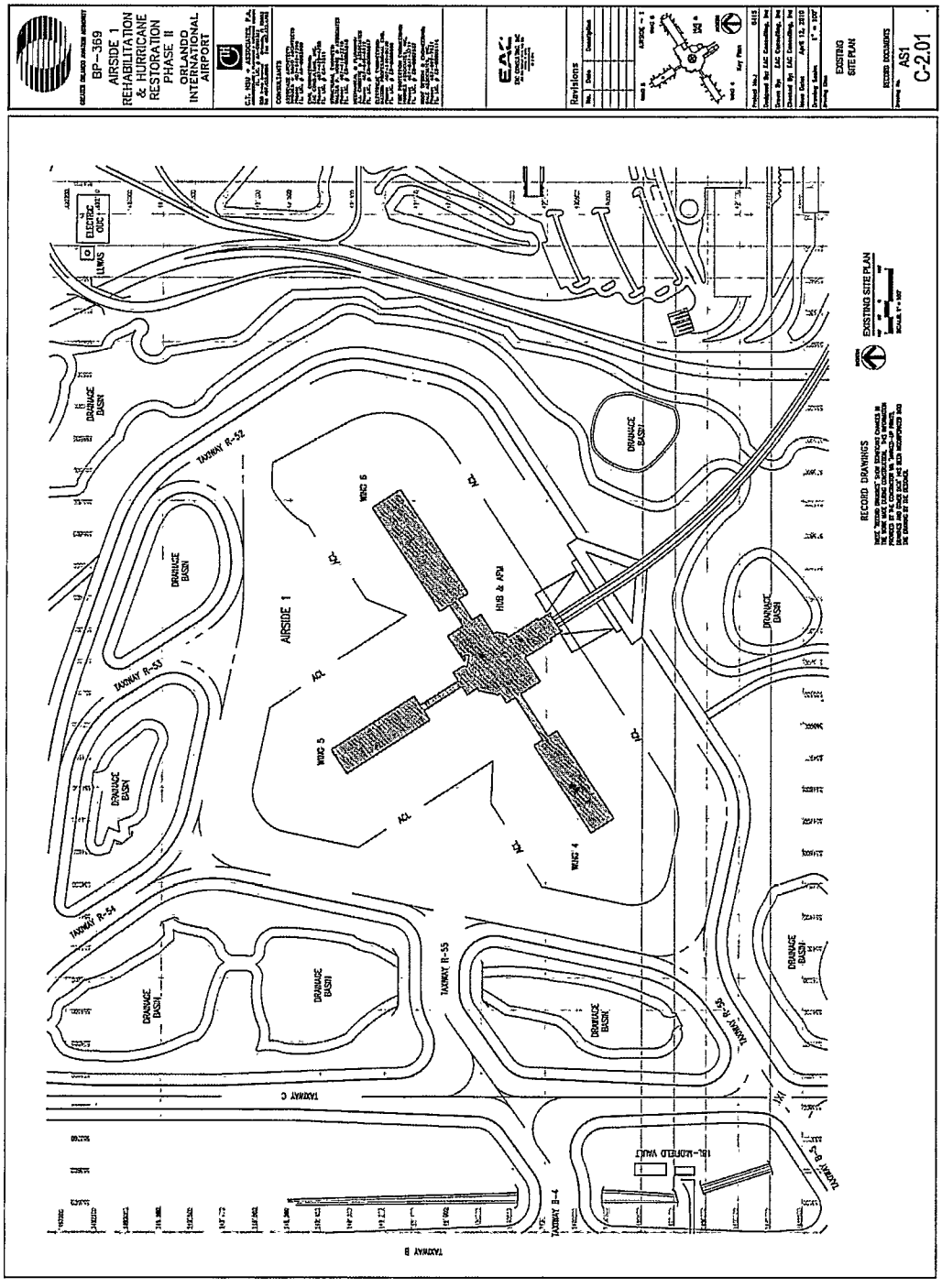
A. CBP Approved on March 29, 2012

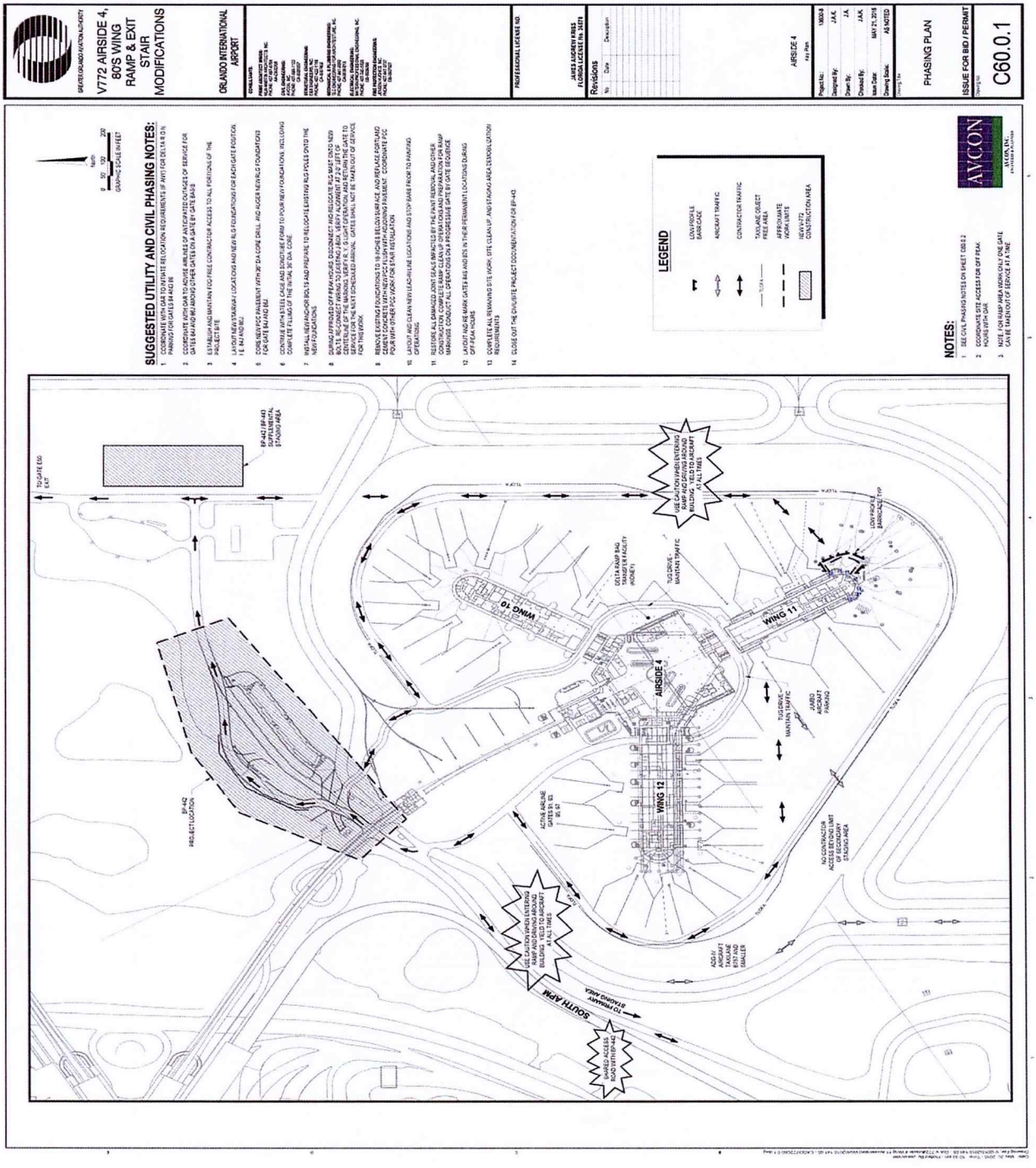
B. CBP Update Approved on 8.21.15

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

PART 4 - EXHIBITS Airside 3 and 4


BP-369
AIRSIDE 1 REHABILITATION & HURRICANE RESTORATION PHASE II
ORLANDO INTERNATIONAL AIRPORT
EAC
Revisions
EXISTING SITE PLAN
AS1
C-2.01
RECORD DRAWINGS
AIRSIDE 1
TAXIWAY R-52
TAXIWAY R-53
TAXIWAY R-54
TAXIWAY R-55
TAXIWAY C
TAXIWAY B
TAXIWAY B-4
TAXIWAY B-5
DRAINAGE BASIN
WING 5
WING 4
HSB & APU
ELECTRIC VAULT
EXISTING SITE PLAN



END OF SECTION 00 73 93.02

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 ACKNOLEDGEMENT OF SENSITIVE SECUITY 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

3.1 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

§11.120 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.

§11.121 [Reserved]

§11.122 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.

§11.123 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 has/have directed the scientific and technical aspects of an activity has/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).

§11.124 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

Sec.

15.1 Scope.
15.3 Terms used in this part.
15.5 Sensitive security information.
15.7 Covered persons.
15.9 Restrictions on the disclosure of SSI.
15.11 Persons with a need to know.
15.13 Marking SSI.
15.15 SSI disclosed by DOT.
15.17 Consequences of unauthorized disclosure of SSI.
15.19 Destruction of SSI.

AUTHORITY: 49 U.S.C. 40119.

SOURCE: 69 FR 28070, May 18, 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 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 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

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 46 U.S.C. 70104.

(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 *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 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 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 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,

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. 107–295), 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 §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 §1520.15(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

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 § 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 § 1520.13, 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, 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 indtvidual'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.

[69 FR 28070, May 18, 2004, as amended at 70 FR 1381, 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.

(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.

§ 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 (5 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

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. 105), 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

Sec.

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?
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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?
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 30959), as amended April 8, 1983 (48 FR 15887); sec. 401 of the Intergovernmental Cooperation Act of 1968, as amended (31 U.S.C. 6506); sec. 204 of the Demonstration Cities and Metropolitan Development Act of 1966, as amended (42 U.S.C. 3334).

SOURCE: 48 FR 29272, June 24, 1983, 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.

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).

(n) 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.

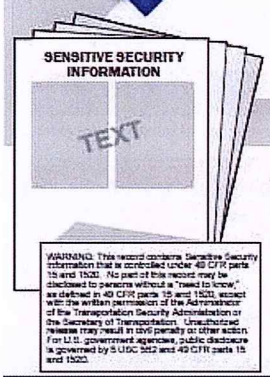
Sensitive Security Information – Best Practices Guide for Non-DHS Employees and Contractors

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.

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 ½ inch squares.
- ★ Properly destroy electronic records using any method that will preclude recognition or reconstruction.

Transportation Security Administration

Phone: (571) 227-3513 • Fax: (571) 227-2945

Safely Sharing Information
SSI@dhs.gov

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

www.tsa.gov

Sensitive Security Information

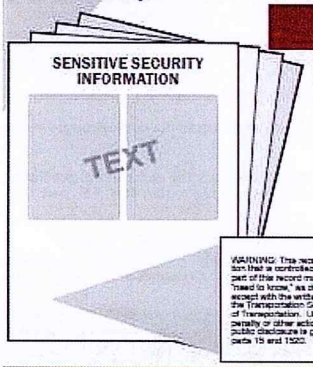
SSI Quick Reference Guide for DHS Employees and Contractors

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.

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.

Recognizing SSI

SSI is information about transportation security activities. The following information constitutes SSI (as defined in 49 CFR 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

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.

Destroying SSI

- ★ Shred with a cross-cut shredder.
- ★ Cut manually into squares smaller than ½-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.

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.)

Initials:	**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.

Initials:	**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 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.

Initials:	**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 (OUO); Sensitive Homeland Security Information (SHSI); Limited Official Use (LOU); Law Enforcement Sensitive (LES); Safeguarding Information (SGI); 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.

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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 Authorized 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 29.8(c) 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 matter 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.

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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:

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

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SECTION 01 11 00 - SUMMARY OF WORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and General Conditions of Contract, including other Division 1 Specification Sections, apply to this Section.

1.2 PROJECT DESCRIPTION

A. Project/Work Identification:

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

   V-00982 MCO CAMPUS KEY & LOCK REPLACEMENT
   Orlando International Airport
   Orlando, Florida

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

2. The Project consists of replacing the lock and key system for the entire MCO Campus at the Orlando International Airport. The Contractor will manage the installation, switch out the cores, and manage the key management system.

3. PROJECT DESCRIPTION: The Contractor will have 150 days to replace all Orlando International Airport campuswide door lock cores (approximately 13,000) with new Owner-provided cores, and according to OAR-provided Building Priority List and Door Survey (BPL/DS). This replacement will include the detailed documentation of new cores installation using Owner-provided iPad devices.

   a. Storage and Accountability: The Contractor will receive, inventory, securely store, and track all new cores at the Owner's designated onsite storage facility and be given sole accss to stored materials.
      1) The Contractor will inventroy and sign for cores as they arrive from the manufacturer according to the BPL/DS.
      2) The Contractor will be responsible for transporting only the cores needed to meet the BPL/DS daily work schedule from storage facility to designated building and track them at the building until installed.
   b. Installation and Verification: The Contractor will remove old cores and store them for turn-in to the Owner's "Lock Shop" and install new cores per the OAR's BPL/DS.
      1) The new cores will be matched and verified with door numbers prior to the old core removal and installation.
      2) Any questions, discrepancies, or conflicts hindering the new core installation will be communicated to the OAR. The old core will not be removed, and the issue documentated on the iPad device. The door will be skipped until the OAR can resolve the issue.

3) Examples – missing doors, missing door numbers, fitting issues, etc.

c. Once new cores are installed, the core and door number will be annotated on the iPad device and a picture of the door (to include door number and new core) will be taken with the iPad device.

d. Old cores will be stored by the Contractor, labeled by type, and turned over at the end of the project.

e. Data stored on the iPad will be uploaded/provided to the OAR on a weekly basis.

1.3 CONTRACTOR USE OF PREMISES

A. Limit use of the premises to construction activities within areas indicated; allow for any Owner and tenant occupancy, and use by the public.

1. Minimize any disruption to all operating areas, including parking areas.

a. Existing public services and utility systems shall remain in operation during the construction period, excluding times required for installation of new work unless specifically allowed by the Contract.

b. Schedule and coordinate outages and interruptions of public service with the OAR. See the specific forms for processes and time constraints. Utilize the following forms:

1) Form #018 System Interruption/Utility Outage Notification.
2) Form #018a System Interruption/Utility Outage Notification Procedured.
3) Form #018b Roofing Impact Notification
4) Form #018c Security System Interruption/Outage Request

2. Provide all temporary directional signage, safety, and barricading required for passenger services.

a. Submit a plan indicating signage, safety, and barricading for access routes, storage areas and work sites, at the pre-construction meeting.

b. Directional signing at the access gate and or along the delivery route to the storage area or work site shall be as directed by the OAR.

3. Confine operations to areas within Contract limits indicated. Portions of the site beyond areas in which construction operations are indicated are not to be disturbed.

4. Access to site shall be shown on the plans or as directed by the OAR. Do not permit any unauthorized construction personnel or traffic on the site. Provide for traffic control to and from the various construction areas. Immediately clean-up any debris deposited along the access road as a result of construction traffic.

a. Keep driveways and entrances serving the premises clear and available to the Owner, Tenant, their employees at all times, and the public. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on site.

5. All material orders for delivery to the site will use as a delivery address the access point at the Contractor's storage site.

a. Coordinate with the OAR and allow for the least possible disruption of the facilities normal operations for delivery of materials and removal of demolished and discarded materials.
b. Delivery of materials and removal of demolished and discarded materials shall be scheduled as follows:

1) Schedule and coordinate all deliveries and removal of debris between the hours of 8:00 AM and 6:00 PM each day of the work week.

6. The limits of construction material storage areas, equipment storage areas, and parking areas shall be as indicated in the documents or as directed by the OAR. Erect and maintain suitable fencing, marking and warning devices suitable for both day/night use to delineate the perimeter of all such areas. Refer to specification Section 01 55 30 Requirements for Use of Canal Road.

a. Parking management cards may be used to provide contractor parking in the terminal garages and terminal top parking. These cards will cost $60 per card per month, taxes not included.

B. Use of the Existing Building: Maintain the existing building in a weathertight condition throughout the construction period. Repair damage caused by construction operations. Take all precautions necessary to protect the building and its occupants during the construction period.

1.4 OWNER OCCUPANCY

A. Full Owner Occupancy: The Owner, its tenants, and the public will occupy the site and existing building and adjacent facilities (outside the limits of the construction area unless specified) during the entire construction period. Cooperate with the Owner during construction operations to minimize conflicts, facilitate occupancy usage, and protect persons and property in the project area during the entire construction period. Perform the Work so as not to interfere with the Owner's operations.

1. All work may be carried out without time restrictions, unless otherwise directed by the OAR/Owner.
2. Working hours and working areas must be coordinated and approved by the OAR/Owner.

1.5 LAWS, PERMITS, AND REGULATIONS

A. Comply with all applicable laws, ordinances, regulations, codes, ADA requirements.

B. Obtain and pay for all license and permits, all fees and charges for connection to outside services and parking for Contractor's vehicles.

C. Abide by FAA and Owner's safety and security regulations and procedures relative to access to, and work in, Airport Operations Areas and secured facilities.

D. Comply with Owner's insurance requirements.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01 11 00

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SECTION 01 21 00 - ALLOWANCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and General Conditions of the Contract, including other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements governing allowances.

B. All applicable allowances are listed on the Bid Form.

1.3 SCOPE, SELECTION AND PRICING

A. For each Work item covered by an allowance, including concealed conditions, the Contractor shall submit a Request for Change Order (RCO) at the earliest practical date after award of the Contract or upon discovery of the condition. The RCO shall include the scope of work, the schedule and the amount of allowance to be used for the Work item. The OAR will process a Contract Modification for the Work item in accordance with the terms of the Contract. Note that the General Conditions outline the various types of Contract Modifications as well as various methods of payment, including Force Account provisions.

B. At the OAR's request, submit proposals for each applicable allowance item for use in making final selections. Include recommendations that are relevant to performing the Work.

C. Purchase products and systems selected by the OAR. Do not begin Work on an item covered by an allowance until a Contract Modification has been authorized by the Owner.

1.4 SUBMITTALS

A. General: Submit proposals for the work included in allowances, in the form specified for Change Orders.

1. Submit invoices or delivery slips to show the actual quantities of materials delivered to the site for use in fulfillment of each allowance.

1.5 ALLOWANCES

A. Use the allowance only as directed by the OAR or Owner for the Owner's purposes. The inclusion of Allowances in the Contract is not a guarantee that payment will be made for any amount of the allowance unless the Owner has determined there has been full compliance with the Contract Documents for each Allowance.

B. Allowances shall only include the Contractor's direct costs and mark-up in accordance with the Changes in the Work Article of the General Conditions.

1.6 UNUSED ALLOWANCES

A. At Project close-out, credit all unused Allowance monies to the Owner by Change Order.

PART 2 - PART 2 - PRODUCTS (Not Applicable)

PART 3 - PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine products covered by an Allowance promptly upon delivery for damage or defects. Report findings and proposed corrective action to the OAR in writing.

3.2 PREPARATION

A. Coordinate all work for each Allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

3.3 SCHEDULE OF ALLOWANCES

7	ALLOWANCE – HARDWARE REPAIR/ REPLACEMENT	EA	1	$20,000.00

END OF SECTION 01 21 00

SECTION 01 29 73 - SCHEDULE OF VALUES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and General Conditions of Contract, including other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes: Schedule of Values.

1. When requested by the OAR, support values given with substantiating data.
2. Use Schedule of Values as a basis for the Applications for Payment.

B. Time Coordination: In coordination of initial submittals and other administrative start-up activities, submit Schedule of Values to the OAR at the earliest feasible date, but in no case later than seven (7) days before initial payment request is to be submitted. The Contractor's Application for Payment cannot be processed for payment until the Contractor has submitted a Schedule of Values acceptable to the OAR.

1.3 FORM OF SUBMITTAL

A. Use AIA Document G-703 Continuation Sheet for the submittal format and provide to the OAR in a MS Excel electronic file.

B. Unless otherwise directed by the OAR, use Table of Contents of the Project Manual as a basis for format or, if a unit price contract, use unit price schedule.

C. Identify each line with number and title as listed in Table of Contents of the Project Manual or unit price schedule.

1.4 PREPARING AND SUBMITTING SCHEDULE OF VALUES

A. The Schedule of Values willbe used as a basis for determining progress payments on the Contract. The Schedule of Values shall be a schedule of cost loaded construction activities equal, in total, to the awarded Contract Price and shall be in a form and of sufficient detail to correctly represent a reasonable apportionment of the Contract Price. Prepare Schedule of Values, in coordination with Progress Schedule. Correlate line items with other administrative schedules and forms required for the Work, including progress schedule, Application for Payment form, listing of subcontractors, schedule of Alternates, schedule of Allowances, listing of products and principal suppliers and fabricators, and schedule of submittals.

B. Provide breakdown of Contract Price in sufficient detail to facilitate continued evaluation of payment requests and progress reports. Breakdown amounts of major cost items into several line items. Round off to nearest whole dollar, but with total equal to Contract Sum.

C. Submit one (1) copy of the Schedule of Values to the OAR.

D. Arrange schedule of values with columns to indicate generic name of item, related Specification Sections; subcontractor, supplier, manufacturer, or fabricator; change orders which have affected value; dollar value of item, and percentage of Contract Sum to nearest one-hundredth percent and adjusted to total 100 percent.

E. Margins of Cost:

1. Show line items of indirect costs, and margins on actual costs, only to extent such items will be individually listed in payment requests.
2. Establish each item in Schedule of Values and in payment requests to be complete with total expenses and proportionate share of general overhead and profit margin.
3. Major cost items, which are not directly cost of actual work-in-place, such as distinct temporary facilities, may be either shown as line items in Schedule of Values or distributed as general overhead expense.

F. Break down installed cost into:

1. Cost of product, delivered and unloaded at Job Site with taxes paid. (List under Column F, G-703)
2. Total installed cost, with overhead and profit. (List under Column C, G-703).

1.5 SUBSCHEDULE OF UNIT MATERIAL VALUE

A. Submit a sub-schedule of unit costs and quantities for products for which payments will be requested for stored materials.

B. The form of submittal shall parallel that of the Schedule of Values, with each item identified the same as the line item in the Schedule of Values.

C. The unit quantity for bulk materials shall include Contractor's overages for normal waste.

D. The unit values for the materials: the cost of the material including taxes, delivered and unloaded at the Site.

E. The installed unit value multiplied by the quantity listed shall equal the cost of that item in the Schedule of Values.

1.6 REVIEW AND RESUBMITTAL

A. After review by the OAR, revise and re-submit Schedule (and Schedule of Material Value) as required.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01 29 73

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SECTION 01 31 00 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and General Conditions of the Contract, including other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes administrative and supervisory requirements necessary for coordinating construction operations including, but not necessarily limited to, the following:

1. General project coordination procedures.
2. Conservation.
3. Coordination Drawings.
4. Administrative and supervisory personnel.
5. Cleaning and protection.

1.3 COORDINATION

A. Coordinate construction operations included in various Sections of these Specifications to assure efficient and orderly installation of each part of the Work. Coordinate construction operations included under different Sections that depend on each other for proper installation, connection, and operation.

1. Schedule construction operations in the sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
2. Coordinate installation of different components to assure maximum accessibility for required maintenance, service, and repair.
3. Make provisions to accommodate items scheduled for later installation.

B. Where necessary, prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and attendance at meetings.

1. Prepare similar memoranda for the OAR and separate contractors where coordination of their work is required.

C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and assure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:

1. Preparation of schedules.
2. Installation and removal of temporary facilities.
3. Delivery and processing of submittals.

4. Progress meetings.
5. Project closeout activities.

D. Conservation: Coordinate construction operations to assure that operations are carried out with consideration given to conservation of energy, water, and materials.

1. Salvage materials and equipment involved in performance of, but not actually incorporated in, the Work.

1.4 SUBMITTALS

A. Coordination Drawings: Prepare coordination drawings where careful coordination is needed for installation of products and materials fabricated by separate entities. Prepare coordination drawings where limited space availability necessitates maximum utilization of space for efficient installation of different components.

1. Show the relationship of components shown on separate Shop Drawings.
2. Indicate required installation sequences.
3. Comply with the Article "Submittals" contained in each section.

B. Staff Names: At the Pre-Construction meeting, submit a list of the Contractor's principal staff assignments, including the superintendent and other personnel in attendance at the Project Site. Identify individuals and their duties and responsibilities. List their addresses and telephone numbers.

1. Post copies of the list in the Project meeting room, the temporary field office, and each temporary telephone.

PART 2 - PART 2 - PRODUCTS (Not Applicable)

PART 3 - PART 3 - EXECUTION

3.1 GENERAL COORDINATION PROVISIONS

A. Inspection of Conditions: Require the Installer of each major component to inspect both the substrate and conditions under which Work is to be performed. Do not proceed until unsatisfactory conditions have been corrected in an acceptable manner.

B. Coordinate temporary enclosures with required inspections and tests to minimize the necessity of uncovering completed construction for that purpose.

3.2 CLEANING AND PROTECTION

A. General: Refer to Division 01 74 23 for cleaning and environmental requirements, as well as all other requirements outlined within the General Conditions of the Contract for Construction.

B. Cleaning: Cleaning shall be performed by the Contractor on a daily basis. The entire Work area shall be left in a broom clean, or equivalent condition.

1. Clean and protect construction in progress and adjoining materials in place, during handling and installation. Apply protective covering where required to assure protection from damage or deterioration until Substantial Completion is accepted.
2. Clean and provide maintenance on completed construction necessary through the remainder of the construction period. Adjust and lubricate operable components to assure operability without damaging effects.

C. Protection - Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

END OF SECTION 01 31 00

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SECTION 01 31 14.13 – SYSTEM INTERRUPTIONS / UTILITY OUTAGE NOTIFICATION PROCEDURES

PART 1 - GENERAL

1.1. RELATED DOCUMENTS

A. Drawings and General Conditions of the Contract, including other Division 1 Specification Sections, apply to this Section.

B. The Contractor and their subcontractors shall comply with all system interruptions and utility outage notification requirements, procedures and/or forms specified herein.

C. Documents

1. Use the latest version of the UON Procedures for Contractors and the UON Checklist in Section 00 62 93 Construction Administration Forms

D. GOAA Construction Forms

1. Use the latest version of the UON Forms listed in Section 00 62 93 Construction Administration Forms

1.2. DEFINITIONS

Acronym	Refers to:
UON	Utility Outage Notification
GOAA	Greater Orlando Aviation Authority
OAR	Owner's Authorized Representative
AAR	Authority's Authorized Representative
MSDS	Material Safety Data Sheet
PPE	Personal Protection Equipment
LOTO	Lock-Out Tag-Out (electrical safety procedures)
APM	Automated People Mover
BHS	Baggage Handling Systems
IT	Information Technology
GPR	Ground Penetrating Radar
SAM	Security Area Monitor
MOT	Maintenance of Traffic
AOC	Airport Operations Center
AOA	Airport Operations Area
AHJ	Authority Having Jurisdiction

1.3. GENERAL INSTRUCTIONS

A. System interruptions and utility outage notifications (UONs) are required during maintenance tasks, renovation work, tenant moves, and new construction work (the Work) in any and all instances where existing systems, utilities, services or operations are understood to be impacted by the Work.

B. The Contractor is required to plan, research, communicate, conduct and close out all utility outage notifications issued as required for the Contractor to effectively and expeditiously conduct the Work.

C. The Contractor is required to ensure that all execution steps, those outlined herein and those implied, and those required to plan, research, communicate, conduct and close out all utility outage notifications, have been followed to minimize interruptions to existing operations while completing the Work.

D. The Contractor is required to submit the completed UONs at least 120 hours (144 hours for a Security UON) in advance of execution of the Work. The advance submittal duration for UONs submitted after 5:00 pm on a normal business day or Noon on a normal business Friday does not begin until the next normal business day. Note that advance notification time starts after Owner Authorization of the UON.

E. UONs shall be sent to the Clearinghouse by the OAR or AAR for Action; the Clearinghouse has a 48 hour clock to Accept, Reject, or Accept the UON with Modifications. The Owner (GOAA Sponsor or OAR) will authorize the UON.

F. UONs associated with Security systems must be published at least 96-hours in advance of the work, whereas all other UONs must be published at least 72-hours in advance of the work. Note that these advance notification times start after Owner's Authorization of the UON.

G. In cases where there is both a Security UON and another type of UON (2nd UON) needed for the work, both UONs shall be sent together for Clearinghouse Action.

H. The Contractor is required to follow/make use of the latest revision of the UON Construction Forms and associated UON Procedures for Contractors and the UON Checklist.

PART 2 - PRODUCTS (not applicable)

PART 3 - EXECUTION

3.1. UON PLANNING

A. Research

1. The Contractor is required to research all available information, including review of conformed documents, as-built drawings, previous and associated UONs, and, as required, field installations and conditions, for preparation of a complete UON.
2. The Contractor is required to provide all required permits prior to execution of the Work.

B. Site Installation Crew Conference

1. The Contractor is required to conduct and evidence a site installation UON conference with the trade crew personnel that will be executing the Work outlined in the UON, on location.

C. MOT (where required)

1. The Contractor is required to include MOT information should the UON or any activity to enable the Work as outlined in the UON, impact existing vehicular or pedestrian traffic flow or patterns.

~~D. UON Which Includes Slab Drilling~~

~~1. The Contractor is required to include Ground Penetrating Radar or X-Ray services for all UONs that involve drilling into or through ground or concrete slabs or decks.~~

E. Site Safety Plan Review and Briefing

1. The Contractor is required to review the site-specific safety plan with the trade crew personnel, and evidence that the review/briefing covered proper requirements and procedures associated with Arc Flash Studies, Personal Protection Equipment (PPE), and Lock-Out/Tag-Out, as required for the Work outlined in the UON.

~~F. UON Affecting APM~~

~~1. The Contractor is required to coordinate with, and where required, be trained by Bombardier or Crystal Mover, on any and all Work anticipated to affect the Automated People Movers systems.~~

G. UON Affecting BHS

1. The Contractor is required to coordinate with GOAA Operations on all work anticipated to affect the Baggage Handling Systems.

H. UON Affecting IT

1. The Contractor is required to formally request access into Communications Rooms to the OAR who will then coordinate with the Owner. Access into any Communications Room is limited to experienced and certified personnel having GOAA photo identification badges, performing the Work and for a limited amount of time. The Owner will most likely limit access to only the firm actually performing the work in the Communications Rooms. The Contractor shall allow sufficient time (a minimum of 72 hours) for the processing of an access request for Communications Rooms.
2. The Contractor is required to coordinate with GOAA IT, through the OAR, all work anticipated to affect the infrastructure, telecommunication systems, and/or emergency telephones at the elevators.

I. UON Affecting Life Safety

1. The Contractor is required to research sprinkler valve locations and Fire Alarm Point Numbers affected; this information MUST be included in any UON submitted and must be coordinated with GOAA Life Safety, through the OAR.
2. The Contractor MUST be in communication with the COMM Center at every step outlined in the UON Checklist
3. The Contractor CANNOT leave a closed valve unattended for ANY reason (or leave property) in the closed position without either restoring the valve to its normal operating condition or establishing an OAR-approved, ongoing fire watch.

J. External Resources to Support UON

1. It is not unusual for UONs to require external resources that enable and support the actual work to be performed as outlined in the UON. The Contractor is required to provide all external resources necessary to successfully execute the UON.
2. The Contractor is required to identify the external resources required to complete the UON.
3. External resources may include, but are not limited to; personnel to direct the public around affected areas (Greeters), Security Area Monitors (SAMs), Off-Duty law enforcement officers, flagmen, elevator technicians, certified systems technicians (Life Safety – CSG), and/or temporary signage.

3.2. SITE PERMITS

A. Electrically Safe Work Condition Permit

1. All UON work associated with an energized electrical power source will require an Electrically Safe Work Condition Permit. The Contractor is required to have a qualified and licensed electrician complete all information required on the Electrically Safe Work Condition Permit.
2. The Contractor is required to coordinate, through the OAR, with GOAA Safety for its review and authorization of the Work once the appropriate safe work items and tasks have been verified.
3. The Contractor is required to display the completed and signed-off Electrically Safe Work Condition Permit in the area of Work during the entire time covered by the UON.

B. Hot Work (Burn) Permit

1. All UON work that involves grinding, welding, or dust-generating tasks will require a Hot Work (Burn) Permit. The Contractor is required to complete all information required on the Hot Work (Burn) Permit.
2. The Contractor is required to coordinate with the Airport's Safety Consultant for its review and authorization of the Work once the Hot Work (Burn) Permit information is deemed accurate.
3. The Contractor is required to display the completed and signed-off Hot Work (Burn) Permit in the area of Work.

C. Sunshine 1 Notification for non-GOAA Owned Utility Work

1. The Contractor is required to obtain required Sunshine 1 notifications for all non-GOAA owned utility work and submit to the OAR prior to start of the UON. The Contractor is required to display notifications at the area of Work.

3.3. PRIOR TO EXECUTION OF UON WORK

A. Prior to the execution of the Work as outlined in the UON, the Contractor is required to;

1. Ensure that all equipment, tools and materials required for the Work is on site
2. Ensure adequate number of qualified personnel required for the Work is on site
3. Reassess and confirm that the timeframe to conduct the Work is adequate
4. Revisit the UON work plan and trade crew logic to complete the Work

5. Ensure the UON has been approved, and that a signed copy is in hand and displayed at the Work areas
6. When applicable, verify transfer switches go to an alternate power source before the start of the outage

B. Should temporary electrical power be required to execute the Work as outlined in the UON, the Contractor is required to:

1. Ensure the temporary electrical power source or generation unit(s) has been adequately sized to handle the load
2. Ensure the temporary electrical power source or generation unit(s) is on site and ready
3. Ensure its location has been approved by the OAR
4. Ensure proper conductors to connect the temporary electrical power generation unit(s) and transfer switch(es) are on site
5. Ensure the temporary electrical power source or generation unit(s) has been started, and voltage and rotation verified
6. Ensure sufficient fuel for the temporary electrical power generation unit(s)
7. Ensure a refueling source and spill kit have been set up
8. Ensure a dedicated fire extinguisher is available for the temporary electrical power generation unit(s)
9. Ensure a successful test run of the temporary electrical power generation unit(s) and transfer switch(es) through a complete cycle
10. Ensure that emergency contact information is displayed on the temporary electrical power generation unit(s)
11. Ensure that the temporary electrical power generation unit(s) and transfer switch(es) have been left in their proper configuration

3.4. VERBAL NOTIFICATION PRIOR TO EXECUTION OF UON WORK

A. Prior to the execution of the Work outlined in the UON, the Contractor is required to complete all tasks associated with verbally notifying interested or affected parties. The Contractor is required to complete the UON Checklist with the entities listed below:

1. Revisit recipients on Call List
2. Briefly describe the UON work to those on the Call List
3. Contact Maintenance Dispatch / Central Plant on ALL UONs: (407) 825-4000
4. Contact Airport Operations Center on ALL UONs: (407) 825-3840 for an updated assessment of late flight departures and arrivals and/or other potential operational impacts to airlines or airlines use of BHS
5. Contact Airport BHS Operations on ALL UONs: (407) 825-BAGS
6. Contact Airfield Operations on UONs where high-mast lighting is involved or if traffic movement on AOA will be affected: (407) 825-2036
7. Contact Communications Center on UONs where Fire Alarm and/or Life Safety systems (including fire doors or suppressions systems) are affected: (407) 825-2065
8. Coordinate with Life Safety Department to ensure that proposed UON does not interfere with other previously scheduled work
9. Contact Bombardier or Crystal Mover on UONs where the APM is affected: (407) 825-2406 or (407) 825-5080. The Contractor is hereby notified that if flights are delayed the proposed UON work may be delayed as a result.
10. Contact Schindler on UONs where elevators or escalators are affected: (407) 825-7327 or call Central Plant via radio. The Contractor is hereby notified that only Schindler technicians are qualified to remove units from service, should their services be required.

3.5. EXECUTION OF UON WORK

A. The Contractor is required to ensure that only qualified, and where required, licensed Installation personnel will be performing the Work as described in the UON.

B. For Life Safety- Sprinkler Valves

1. Once a valve is closed, verification from the COMM Center MUST confirm that the management system has flagged that particular valve in a trouble state and it notes that the valve has been closed.
2. A tag must be affixed to the valve, by the Contractor to include the following information:

a. Company Name
b. Technician Closing the Valve
c. Time and Date of Closure
d. Contact Information of person closing the valve
e. Project number
f. Expected duration (or attach a copy of the UON)
g. Area affected (or attach copy of the UON)

3.6. POST EXECUTION OF UON WORK

A. After completion of the Work as outlined in the UON, the Contractor is required to have its qualified supervisor;

1. For Life Safety – Sprinkler Valves

a. Once the valve is put back to its normal position, the COMM Center must be called to reset the valve—give location
b. Once the valve is confirmed reset and back to normal, only then can the TAG be removed by the Contractor
c. If for some reason the Contractor finds an issue with the valve and it cannot be opened, tamper switch malfunctions, leaks, or won't reset, a work order must be submitted immediately for GOAA to address.
d. Contractor CANNOT leave the valve unattended for ANY reason (or leave property) in the closed position without either restoring the valve to its normal operating condition or establishing an OAR-approved, ongoing fire watch.
e. The Contractor's Project Manager (PM)/Superintendent is responsible to confirm that the system is back to normal before shift's end
f. In the event of a malfunction in the Tamper Switch which causes the valve to remain in trouble (which would "indicate" still closed) but the valve is actually open, the Contractor's PM/Superintendent MUST call the COMM Center to make sure the trouble is annotated and written confirmation that the valve IS open
g. In NO CASE shall a sprinkler valve ever be disabled electronically on the fire alarm system.

2. Ensure that the Work has been in fact completed as planned
3. Ensure that no tools have been left inside electrical gear/equipment
4. Authorize removal of LOTO items, only after confirming completion of the UON Work, and as described in items 1 and 2 above
5. Ensure posted UON is removed as soon as the Work has been completed

6. Verbally notify all recipients on the Call List, as described in section 3.4, that the UON Work has been completed
7. Ensure that a weekly inspection/test plan is in place and communicate inspection dates to the OAR
8. Notify, in writing, to the OAR, of any and all Code compliant items or other anomalies encountered during the UON Work for resolution
9. Update panel schedules with any new information immediately after the completion of the UON work. The Contractor is hereby notified that a typed panel schedule update, per NEC 408.4, must be in place within seven (7) days of the UON work completion

3.7. FAILURE TO COMPLY

A. The Contractor's adherence to the UON process and procedures herein outlined is critical in ensuring minimal impacts to ongoing airport operations during and after the completion of the Work requiring UONs.

B. Adverse impacts to the Contractor's schedule caused by the Contractor's failure to comply with the process and procedures herein outlined, will require the Contractor to recover the time and any and all associated costs will be borne by the Contractor.

C. Should the Contractor's noncompliance become chronic, the Owner will contract the required resources to complete the UON process and procedures from others, but the associated costs, if any, will be borne by the Contractor.

END OF SECTION 01 31 14.13

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SECTION 01 31 19 - PROJECT MEETINGS

PART 1 - GENERAL

1. 1 RELATED DOCUMENTS

A. Drawings and General Conditions of the Contract, including other Division 1 Specification Sections, apply to this Section.

1. 2 SUMMARY

A. This Section specifies administrative and procedural requirements for project meetings, including, but not limited to, the following:

1. Job coordination meetings (JCMs).
2. Preconstruction/preinstallation conferences.

1. 3 PROGRESS MEETINGS

A. General: Conduct Job Coordination Meetings (JCMs) at the Project Site, or at an alternate location designated by the OAR on a bi-weekly basis.

1. The Owner may request additional Job Coordination Meetings or may require the Contractor to increase the frequency of JCMs, to once-a-week, depending upon project progress. Additional meetings or changes in meeting frequency, as directed by the OAR, shall not affect the cost of the original Contract.

B. Attendees: In addition to the Contractor, Designer and OAR, each subcontractor, supplier, or other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented. All participants at the conference shall be familiar with the Project and authorized to conclude matters relating to the Work.

C. Agenda: The OAR will record meeting minutes and update the agenda.

1. Contractor's Construction Schedule: Review progress since the last meeting. Determine where each activity is in relation to the Contractor's Construction Schedule, whether on time or ahead or behind schedule. Discuss whether schedule revisions are required to insure that current and subsequent activities will be completed within the Contract Time.

2. Contractors Look Ahead: Contractor shall present and distribute a three (3) week look ahead schedule during the "Schedule" portion of the meeting.

3. Review the present and future needs of each entity present, including such items as:

a. Interface requirements.
b. Time.
c. Sequences.

d. Deliveries.
e. Off-site fabrication problems.
f. Access.
g. Site utilization.
h. Submittals.
i. Requests for information.
j. Non-compliance notices.
k. Temporary facilities and services.
l. Hours of work.
m. Resource allocation.
n. Hazards and risks.
o. Housekeeping.
p. Quality and work standards.
q. Safety issues.
r. Change orders.
s. Documentation of information for payment requests.
t. Sustainable Design Requirements

D. Reporting: Transcript copies of each meeting will be distributed to each attendee and to those parties who were scheduled but unable to attend.

E. Schedule Updating: Refer to Section 01 32 13, Scheduling of Work.

F. As-Built Documents: Review progress of as-built documents for all disciplines of work. The Contractor and OAR shall coordinate a time to review the as-built documents the same day as the JCM.

1. 4 PRECONSTRUCTION/ PREINSTALLATION CONFERENCES

A. General: Where required by the OAR or by individual specification sections, conduct preconstruction conferences at the Project Site before each construction activity that requires coordination with other construction.

B. Attendees: The Installer and representatives of manufacturers and fabricators involved in or affected by the installation, and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise the OAR of scheduled meeting dates.

1. Review the progress of other construction activities and preparations for the particular activity under consideration at each preconstruction conference, including, but not limited to, the following:

a. Contract Documents.
b. Options.
c. Shop Drawings, Product Data, and quality-control samples.
d. Coordination requirements.
e. Time schedules.
f. Weather limitations.
g. Manufacturer's recommendations.
h. Warranty requirements.
i. Governing regulations.

j. Inspecting and testing requirements.
k. Recording requirements.
l. Protection.
m. Related change notices.
n. Purchases.
o. Deliveries.
p. Possible conflicts.
q. Compatibility problems.
r. Acceptability of substrates.
s. Temporary facilities.
t. Space and access limitations.
u. Safety.
v. Required performance results.

2. Record significant discussions of each conference, and the approved schedule. Promptly distribute a typewritten copy of the record of the meeting to all attendees.

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION (Not Applicable)

END OF SECTION 01 31 19

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SECTION 013213 – SCHEDULING OF WORK

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and General Conditions of Contract, including other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

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

1.3 DEFINTIONS

A. Activity: A discrete entity of a project schedule that when combined relationally with others develop a network that can be used for planning, scheduling and monitoring of a construction project. Activities contain durations derived from applied resources such as cost, manpower, equipment and material.

1. Critical Activity: An activity that must start and finish as planned.
2. Predecessor Activity: An activity preceding another activity in a network.
3. Successor Activity: An activity succeeding another activity in a network.

B. Critical Path Method (CPM): An analytical process of scheduling activities using formalized procedures such as "forward pass" and "backward pass" establishing the optimum sequence and duration of operation inclusive of the interrelation of the effort required for the timely completion of the project. Forward pass calculations provide the earliest time in which a project can complete providing "early" dates. Backward pass calculations provide the latest time in which a project can complete providing "late" dates.

C. Total Float: The difference between the early and late dates and is the amount of time an activity can be delayed without delaying the overall project completion.

1. Float is not intended for the exclusive use or benefit of either the Owner or Contractor. It is considered jointly owned by both parties and is a resource available as needed to meet the Contract Times.

2. Float suppression techniques such as use of discretionary logic, inflated activity duration and/or lag/lead is prohibited.

D. Critical Path: The longest continuous path of interrelated activities with the least amount of total float establishing the minimum overall duration of the project from the data date to completion.

E. Data Date: The date (and time) by which all progress is captured for a given time period.

F. Work Breakdown Structure (WBS): A hierarchical arrangement that defines the project by phases, deliverables and work packages.

1. WBS shall be the Contractor's primary means to organize the schedule. The OAR may need to dictate the Contractor's WBS levels to adhere to the overall program organization.
2. Activity Coding at the PROJECT LEVEL can be used by the Contractor as a secondary means of organizing the schedule but GLOBAL Activity Coding is prohibited.

G. Cost Loading: The allocation of the schedule of values necessary for the completion of an activity as planned. The sum of the costs for all activities must equal the total Contract Price unless otherwise approved by the OAR.

1. Cost Loading, at a minimum, must inherently depict the monthly cash flow derived from the CPM Schedule.

H. Resource Loading: The allocation of manpower, material and equipment necessary for the completion of an activity as planned.

1. Manpower loading must be defined utilizing manhours per activity.

I. Relationship Types: Activity dependency or CPM Schedule logic

1. Finish-to-Start (FS) - A relationship between activities in which the start of a successor activity depends on the finish of its predecessor activity.
2. Start-to-start (SS) - A relationship between activities in which the start of a successor activity depends on the start of its predecessor activity.
3. Finish-to-Finish (FF) - A relationship between activities in which the finish of a successor activity depends on the finish of its predecessor activity.
4. Start-to-Finish (SF) - A relationship between activities in which the finish of a successor activity depends on the start of its predecessor activity. (Rarely used)

J. Open-Ends: Activities without predecessor or successor activities.

K. Dangling Activities: Activities with FF or SF predecessor relationship types (open start) or SS or SF successor relationship types (open finish).

1.4 QUALITY ASSURANCE

A. Scheduling Qualifications: The Contractor must employ a designated Project Scheduler or Scheduling Consultant. This specialist must be experienced in CPM Schedule development, management and reporting and have a minimum of 5 years' experience with Primavera Scheduling Software, preferably P6, on Projects of similar size and complexity.

1. At any time the OAR may order the Contractor to replace the designated scheduler with another if the current scheduler is deemed unacceptable based on qualifications or performance.

B. Required Computerized CPM Scheduling System: For Projects exceeding $2 million in Contract Price, Oracle Primavera P6 Professional Project Management (P6 PPM) or Oracle Primavera P6 Enterprise Project Portfolio Management (P6 EPPM) must be the computer scheduling software system utilized. For Projects less than $2 million, any other planning software may be employed (e.g. Primavera Contractor, Microsoft Project, etc.) providing the Critical Path can be derived. Schedules for projects less than $2 million do not require resource or cost loading.

C. Schedule Alignment Meeting: Conduct a Prescheduling conference at Project Site to ensure compliance with all requirements within this Section as well as related documents as it relates to CPM Schedule development, management and reporting including but not limited to:

1. Review Planning Software.
2. Verify Scheduling Qualifications.
3. CPM Schedule Organization (WBS) and Detail.
4. Owner / Interface Milestones between concurrent or other Projects.
5. Review time required for Owner / OAR activity such as submittal review, testing and inspecting, commissioning, training and closeout.
6. Updating Procedures.
7. Activity ID Coding and File Nomenclature and submission.
8. Coordination and time commitments for subcontractors and all other entities involved.

1.5 SUBMITTALS

A. Submit the following in accordance with the General Conditions of the Contract for Construction (00 72 13).

B. Format: Submit required submittals via email unless directed otherwise by the OAR in the following format:

1. Working P6 electronic (XER) file with the following File Naming Structure indicative of Bid Package Number, Data Date and file extension:

a. BP-###_DD=dd-mmm-yy.xer(mpp)

2. PDF files for Detailed (All Activities) CPM Schedule and Longest Path with the following Title Block information (use Header and/or Footer):

a. Contractor's Name
b. Owner's Bid Package Number & Project Name
c. Schedule Type (e.g. "Detailed Schedule", "Longest Path", etc.)
d. Data Date
e. Run Date
f. File Name
g. Symbol Legend
h. P6 Project ID
i. Layout & Filter Name

PART 2 - PRODUCTS

2.1 CONTRACTOR'S PROJECT SCHEDULES

A. Produce the following Construction Schedules in accordance with the General Conditions of the Contract for Construction (00 72 13).

1. Preliminary Schedule
2. Baseline Schedule
3. Progress Schedules

B. Produce the following Schedules as required and in accordance with the General Conditions of the Contract for Construction (00 72 13) as applicable.

1. Recovery Schedules

a. If at any time the Contractor's Progress Schedule indicates the project is two or more weeks (14 calendar days) behind any current Contract completion date(s), the Contractor must first submit both a graphic (Longest Path) and written (narrative) report measuring the extent of the delay regardless of assumed causation and then a separate Recovery Schedule indicating means by which the Contractor intends to regain schedule compliance.

2. Job Coordination Meeting (JCM) Look-Ahead Schedules

a. With each monthly Progress Schedule, the Contractor must develop a Four Week Look-Ahead Schedule derived from the update indicating one week of As-Built progress prior to the Data Date and four weeks of As-Planned progress beyond the Data Date. It is intended that this document shall serve as the working schedule document at the JCM to ascertain incremental weekly progress until the following monthly Progress Schedule is updated. If at the discretion of the OAR this document becomes unusable due to out of sequence progress or for other reasons such that the incremental weekly progress cannot be ascertained, the Contractor must implement weekly updates until the OAR is satisfied that the progress is being accurately depicted.

b. Look-Ahead Schedules must be submitted in colored .pdf format via email to the OAR at least 48 hours prior to the JCM.

3. Delay Claim Entitlement Schedules

a. If at the Contractor's discretion a delay beyond the Contractors control is encountered and after the Contractor has made every effort and reasonable attempt to mitigate the impacts of the delay without additional costs to the Owner or disruption to the project, a request for additional time may be requested. All requests for extensions of time must be submitted within the confines of the Contract and accompanied by a reputable delay analysis technique and narrative in accordance with the General Conditions. Time extensions shall only be granted if the delay is excusable and impacts the critical path of the project at the time of the delay.

4. As-Built Schedules

a. After all Contract work items are complete, and prior to final payment, the Contractor shall submit the final Progress Schedule that will be called the "As-Built" Schedule, showing actual start and actual finish dates for all schedule activities and milestones.

5. Early Completion Schedules

a. The contract completion date shall not be changed by submission of a schedule that shows an early completion unless specifically authorized by OAR Change Order.

2.2 CONTRACTOR'S SCHEDULE NARRATIVES

A. Any and all Project Schedules (e.g. Preliminary, Baseline, Progress, Recovery and/or Request for Time Extension) shall be submitted with an accompanying narrative explaining the schedule consistent with its purpose.

2.3 MONTHLY REPORTS

A. Summary Level Schedules, Cash Flow Curves and physical percent complete based on manpower analysis derived from the monthly Progress Schedule must accompany the Contractor's Monthly Reports.

PART 3 - EXECUTION

3.1 SCHEDULE REQUIREMENTS

A. Activity Types: In addition to construction activities, the CPM Schedules shall include other individual activities and milestones as applicable:

1. Contractual milestones, such as Notice to Proceed, Substantial Completion, Certificate of Occupancy, Final Completion or any other Contract milestones.
2. Design deliverables and milestones as applicable.
3. Permitting Activities as applicable.
4. Procurement Activities such as: subcontractor scope review and buyout, submittal and shop drawing preparation, submittal approval, release and order of material and equipment, material and equipment fabrication and delivery.
5. Interim Contractor's milestones as applicable.
6. All Utility Outage Notifications (UON's) as required.
7. Owner Activities such as Owner Furnished Contractor Installed (OFCI), Owner Furnished and Owner installed (OFOI), Tenant move-out and occupancy, swing space and Owner required utility payments or any other Owner activity that may affect schedule.
8. Completion Activities such as Commissioning, testing, turnover, training, Contractor and OAR punch and final inspections by system.

B. The OAR may identify additional interfaces during the course of the Work and the Contractor will incorporate these in the Progress Schedule as required. No composite activities allowed. The CPM Schedules must break out all activities into their respective trades. At a minimum, at least one construction activity and one procurement string must be identified in the CPM Schedules for each subcontractor on the project as applicable.

C. Activity ID's: The Contractor's CPM Schedule shall contain an intelligent activity identification coding system that must include the Bid Package Number (BP-###) as a prefix to all Activity ID's in the schedule. If activities are deleted from the schedule after the Baseline has been accepted, the Contractor must log these occurrences and submit this information to the OAR consistent with the schedule submission inclusive of the activity deletions. It is recommended that the Contractor include this information with the accompanying schedule narrative. Duplication of Activity ID's with differing activity descriptions is prohibited.

D. Activity Duration: With exception to the Preliminary Schedule, the duration for each activity shall be based on manpower assignment and production rates estimated in work days and may not exceed 20 days except for:

1. Procurement Activities such as fabrication or lead time. Procurement activity strings must include separate activities for submittal preparation, approval, release and order, fabricate and delivery. Any procurement activity requiring duration greater than 60 days must be explained by the Contractor before accepted into the CPM Schedules by the OAR.

E. Activity Relationships: Precedence diagramming method with the four conventional relationship types shall be utilized to show activity dependence. At a minimum, each activity shall have one FS or SS predecessor and one FS or FF successor with the exception of the first and last activities in the network such that no other activities shall be open-ended or dangling.

F. Lags and Leads: The use of lags or leads between activities is not encouraged. Instead, it is preferable to use an activity to represent the time lapse between two activities. The use of negative lags is prohibited.

G. Date Constraints: The use of constraints is not encouraged but at times necessary especially considering internal Owner operation and external Owner projects that may be occurring simultaneously with inter-project dependency. Any use of constraints must be explained by the Contractor consistent with the schedule submission inclusive of the constraint(s). Depending on the type of constraint(s) used and where the constraint(s) are applied may lead to suspect schedule calculations specifically related to total float. It is the responsibility of the Contractor to verify the accuracy of the schedule calculations derived from the use of constraints.

H. Calendars: With the sole exception of the required Global Resource Calendar, all calendars must be represented on the Project Level and shall not inherit holidays or exceptions derived from their originating Global Calendar. Any other use of Global Calendars is prohibited. Any schedule submitted with Global Calendars will be rejected and not accepted until remedied. It is recommended that the Contractor develop the following Project Calendars with the following labels:

1. BP-###: 5 Day-8hrs/day (with 7 standard holidays) depicting the standard work week (M-F) with Saturday, Sundays and the Standard Holidays represented as non-work days. Standard holidays include: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Friday after and Christmas Day.

    a. Assign this calendar to all Contractors' general work activities.
    b. Assign this calendar to all Owner activity.

2. BP-###: 7 Day-8hrs/day (All Days) depicting all days containing no holidays or non-work days.

    a. Assign this calendar to all Summary or Level of Effort Activities.
    b. Assign this calendar to Contractual Milestones.

I. Other Project Calendars may be used as needed by the Contractor on a case by case basis but in each case, supporting documentation explaining its use must be submitted to the OAR for acceptance. All Project Calendars detailed work hours by work day must be set to 8:00am-12:00pm and from 1:00pm-5pm with 12:00pm-1:00pm represented as a non-work hour such that each work day is representative of 8 hours unless approved otherwise by the OAR.

J. Activity Coding: The Contractor must utilize WBS to organize the CPM Schedules. Prior to and part of the OAR's Baseline Schedule acceptance, the Contractor must provide the OAR their proposed WBS for OAR approval.

K. Data Dates: The Data Date shall be controlled by the OAR so that all Contractors are using the exact same dates each month consistent with the Owner's overall program. The Owner shall provide the Contractor reporting calendar information where monthly update Data Dates will be specified.

3.2 CONTRACT MODIFICATIONS

A. For each proposed contract modification and concurrent with its submission, the Contractor shall prepare a delay analysis demonstrating the impact of the proposed change on the overall project

schedule or interim contract milestone(s) if applicable. If said change is approved by the OAR, the Contractor shall incorporate the contract modification into the Progress Schedules for the period in which the change was issued.

3.3 SCHEDULE CALCULATIONS AND DIAGNOSTICS

A. Multiple Project Schedules will be maintained within the OAR's scheduling system. As such, all schedule data submitted by the Contractor must be submitted on the Project Level. No Global data shall be accepted unless specified otherwise herein.

B. Schedule Calculations and Settings:

1. Maintain open-ended activities as non-critical.
2. All project schedule files shall be updated with actual progress using retained logic prior to submission. Progress override is prohibited.
3. Start-to-Start lag shall be calculated from Early Start.
4. Define critical activities as Longest Path providing it is a continuous path emanating from the Data Date to project completion. Otherwise, use total float less than or equal to zero days.
5. Compute total float as finish float.
6. Relationship Lag shall be calculated based on the Predecessor Activity Calendar.
7. Use Remaining Duration to ascertain activity progress and not percent complete.

C. Schedule Diagnostics: All Project Schedules shall be calculated and analyzed then corrected for all open ended and dangling activities, out of sequence progress and associated schedule corrections as applicable. No activities shall be progressed beyond the Data Date.

3.4 SPECIAL SCHEDULE REPORTS

A. At times and within reason, the OAR may direct the Contractor to develop special reports as needed.

END OF SECTION 01 32 13

SECTION 01 32 33 - PHOTOGRAPHIC DOCUMENTATION

PART 1 - GENERAL

1. 1 RELATED DOCUMENTS

A. Drawings and General Conditions/Provisions of the Contract, including Contractual Conditions and other Division 1 Specification Sections, apply to this Section.

1. 2 SUMMARY

A. Section includes administrative and procedural requirements for the following:

1. Preconstruction videos.
2. Periodic construction photographs.
3. Final completion construction photographs.

1. 3 INFORMATIONAL SUBMITTALS

A. Key Plan: Submit key plan of Project site and building with notation of vantage points marked for location and direction of each photograph and video recording. Indicate elevation or story of construction. Include same information as corresponding photographic documentation.

B. Digital Photographs: Submit image files within three days of taking photographs.

1. Submit photos by uploading to Owner's web-based project software site. Include copy of key plan indicating each photograph's location and direction.
2. Identification: Provide the following information with each image description in web-based project software site:

a. Name of Project.
b. Name and contact information for photographer.
c. Name of OAR
d. Name of Contractor.
e. Date photograph was taken.
f. Description of location, vantage point, and direction.
g. Unique sequential identifier keyed to accompanying key plan.

C. Video Recordings: Submit video recordings within seven days of recording.

1. Submit video recordings by uploading to the Owner's web-based project software site. Include copy of key plan indicating each video's location and direction.
2. Identification: With each submittal, provide the following information on web-based project software site:

a. Name of Project.
b. Name and address of photographer.
c. Name of OAR

d. Name of Contractor.
e. Date video recording was recorded.
f. Description of vantage point, indicating location, direction (by compass point), and elevation or story of construction.

1. 4 FORMATS AND MEDIA

A. Digital Photographs: Provide color images in JPG format, produced by a digital camera with minimum sensor size of 12 megapixels, and at an image resolution of not less than 3200 by 2400 pixels, and with vibration-reduction technology. Use flash in low light levels or backlit conditions.

B. Digital Video Recordings: Provide digital video in MPEG format. If specified in Contract Documents, provide high-resolution, digital video in MPEG format, produced by a digital camera with minimum sensor resolution of 12 megapixels and capable of recording in full high-definition mode with vibration-reduction technology. Provide supplemental lighting in low light levels or backlit conditions.

C. Digital Images: Submit digital media as originally recorded in the digital camera, without alteration, manipulation, editing, or modifications using image-editing software.

D. Metadata: Record accurate date and time and GPS location data from camera.

E. File Names: Name media files with date, Project area, and sequential numbering suffix.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 PRE-CONSTRUCTION VIDEOS

A. Before starting construction, record video of the site and surrounding properties from different points of view. Record pre-existing conditions of the site and abutting properties obtained from several perspectives. Provide narrative describing the vantage point and area being recorded.

1. Take videos in sufficient number to show existing conditions adjacent to the property before starting work.
2. Take videos of existing improvement adjoining the property in sufficient detail to record accurately the physical conditions at the start of construction.

3.2 CONSTRUCTION PHOTOGRAPHS

A. General: Take photographs with maximum depth of field and in focus.

1. Maintain key plan with each set of construction photographs that identifies each photographic location.

B. Periodic Construction Photographs: Take photographs weekly coinciding with the cutoff date associated with each Application for Payment. Select vantage points to show status of construction and progress since last photographs were taken.

~~C. LEED Photographs:~~

~~1. All LEED photographs shall include date and description.~~
~~2. Take weekly photographs of each of the following categories (unless noted otherwise). Photographs are needed as applicable to each stage of the Work. Examples are listed for each category below:~~

~~a. Storm Water Pollution Prevention Plan – weekly photographs and photographs after rainfall of 0.5 inches or more.~~

~~1) Silt Fence~~
~~2) Temporary Seed/Mulch Area~~
~~3) Stabilized retention ponds~~
~~4) Temporary Swales/berms/detention~~
~~5) Dust Control (watering)~~
~~6) Gravel construction entries (all locations)~~
~~7) Protection of Storm Inlets~~
~~8) Temporary Rip-Rap~~
~~9) Dewatering~~

~~b. Site Conditions~~

~~1) Concrete Washout container~~
~~2) Masonry ground protection for mobilization area~~
~~3) Oil Containment area~~
~~4) Tree protection~~
~~5) Hoses and construction water~~
~~6) Soil condition (concrete fines etc.)~~

~~c. Indoor Air Quality~~

~~1) Duct protection (plastic wrap on ducts)~~
~~2) Gravel entrances to building including dust mitigation measures~~
~~3) No smoking, no eating, no drinking inside building signs~~
~~4) Designated smoking areas~~
~~5) Cleanly swept floors~~
~~6) Equipment with sanding bags~~
~~7) VOC Compliant Materials (photos of containers, paint, glue, etc.)~~
~~8) Construction Filters~~
~~9) Source Separation~~
~~10) Stored material on dunnage and protected from damage~~
~~11) Water intrusion prevention procedures~~
~~12) Dehumidifiers~~
~~13) Fans~~
~~14) Waterproofing~~
~~15) Cleaning products~~
~~16) Cleaning equipment and other IAQ measures~~

~~3. CONSTRUCTION WASTE~~

~~a. Food dumpster~~
~~b. Co-mingled recycled dumpster~~
~~c. Concrete-only dumpster~~
~~d. Concrete wash out~~
~~e. Piles of materials such as asphalt, concrete to be removed off site and recycled by subcontractors~~
~~f. Steel Dumpster~~

END OF SECTION 01 32 33

SECTION 01 42 00 – REFERENCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and General Conditions of the Contract, including other Division 1 Specification Sections, apply to this Section.

1.2 DEFINITIONS

A. General: Basic Contract definitions are included in the General Conditions of the Contract.

B. "Approved": The term "approved," when used in conjunction with the OAR's or Designer(s) action on the Contractor's submittals, applications, and requests, is limited to the OAR's or Designer duties and responsibilities as stated in the Conditions of the Contract.

C. "Directed": Terms such as "directed," "requested," "authorized," "selected," "approved," "required," and "permitted" mean directed by the OAR, requested by the OAR, and similar phrases.

D. "Furnish": The term "furnish" means to supply and deliver to the Project site, ready for unloading, unpacking, assembly, installation, and similar operations.

E. "Indicated": The term "indicated" refers to graphic representations, notes, or schedules on the Drawings; or to other paragraphs or schedules in the Specifications and similar requirements in the Contract Documents. Terms such as "shown," "noted", "scheduled," and "specified" are used to help the user locate the reference. Location is not limited.

F. "Install": The term "install" describes operations at the Project site including the actual unloading, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.

G. "Installer": An installer is the Contractor or another entity engaged by the Contractor, either as an employee, subcontractor, or contractor of lower tier, who performs a particular activity including installation, erection, application, or similar operations. Installers are required to be experienced in the operations they are engaged to perform.

H. "Manufacturer": The manufacturer is the individual entity with responsibility for and control of the assembly of the major components.

I. "Project site" is the space available to the Contractor for performing installation activities, either exclusively or in conjunction with others performing work as part of the Project. The extent of the Project site is shown on the Drawings.

J. "Provide": The term "provide" means to furnish and install, complete and ready for the intended use.

K. "Regulations": The term "regulations" includes laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, as well as rules, conventions, and agreements within the industry that control performance of the Work.

1. The term "experienced," when used with the term "installer," means having successfully completed a minimum of 5 previous projects similar in size and scope to this Project; being familiar with the special requirements indicated; and having complied with requirements of authorities having jurisdiction.

L. "Testing Agencies": A testing agency is an independent entity engaged by the Owner, to perform specific inspections or tests, either at the Project site or elsewhere, and to report on and, if required, to interpret results of those inspections or tests.

1.3 SPECIFICATION FORMAT AND CONTENT EXPLANATION

A. Specification Format: These Specifications are organized into Divisions and Sections based on the Construction Specifications Institute's 6-digit and 50-division "MasterFormat" system.

B. Specification Content: These Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:

1. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be interpolated as the sense requires. Singular words will be interpreted as plural and plural words interpreted as singular where applicable as the context of the Contract Documents indicates.
2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by the Contractor. At certain locations in the Text, subjective language is used for clarity to describe responsibilities that must be fulfilled indirectly by the Contractor or by others when so noted.

a. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

1.4 INDUSTRY STANDARDS

A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.

B. Publication Dates: Comply with the standards in effect as of the date of the Contract Documents, unless otherwise indicated.

C. Conflicting Requirements: Where compliance with 2 or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different but apparently equal to the OAR for a decision before proceeding.

D. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of the requirements. Refer uncertainties to the OAR for a decision before proceeding.

E. Copies of Standards: Each entity engaged in installation on the Project must be familiar with industry standards applicable to its installation activity. Copies of applicable standards are not bound with the Contract Documents.

1. Where copies of standards are needed to perform a required installation activity, the Contractor shall obtain copies directly from the publication source and make them available on request.

F. Abbreviations and Names: Trade association names and titles of general standards are frequently abbreviated. Where abbreviations and acronyms are used in the Specifications or other Contract Documents, they mean the recognized name of the trade association, standards-generating organization, authorities having jurisdiction, or other entity applicable to the context of the text provision. Refer to Gale Research Inc.'s "Encyclopedia of Associations," which is available in most libraries.

1.5 GOVERNING REGULATIONS AND AUTHORITIES

A. Copies of Regulations: Obtain copies of the current codes and regulations being utilized by the Authority Having Jurisdiction and retain at the Project site to be available for reference by parties who have a reasonable need.

1.6 SUBMITTALS

A. Permits, Licenses, and Certificates: For the Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END CTION 01 42 00

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SECTION 01 45 00 - QUALITY CONTROL

PART 1 - GENERAL

1. 1 RELATED DOCUMENTS

A. Drawings and General Conditions of Contract, including other Division 1 Specification sections, apply to this section.

1. 2 SUMMARY

A. Section includes: quality control and quality assurance services.

1. Quality control services: inspections, tests, and related actions including reports, performed by independent agencies, governing authorities, and the Contractor. They do not include Contract enforcement activities performed by the OAR and Designer. Unless otherwise specified in the Contract Documents, all quality control services, inspections, tests and related actions shall be coordinated and provided by Contractor.
2. Quality assurance services: Inspection and testing services to assist the OAR and Designer in the determination of compliance of the Work with the Contract Documents. These services will be provided by the Owner but do not relieve the Contractor of responsibility for compliance with Contract Document requirements or for quality control services.

B. Requirements of this Section relate to customized fabrication, on site construction and installation procedures, not production of standard products.

1. Inspections, test and related actions specified are not intended to limit the Contractor's quality control procedures that facilitate compliance with Contract Document requirements.
2. Requirements to provide quality control services required by the Owner, OAR, Designer, or Authorities Having Jurisdiction are not limited by provisions of this Section.

1. 3 TESTING BY THE OWNER

A. The Owner may engage the services of an independent agency to perform inspections and tests specified as the Owner's responsibilities. The OAR will inform the Contractor of such services.

1. Where the Owner has engaged a testing agency or other entity for testing and inspection of a part of the Work, and the Contract Documents require the Contractor to engage an entity for the same or related element, the Contractor shall not employ the same entity engaged by the Owner, unless otherwise agreed in writing with the Owner.

B. Owner Responsibilities: The Owner may provide inspections, tests and similar quality assurance services to determine whether the Work is in conformance with the requirements of the Contract Documents. Costs for these services are not included in the Contract Price.

1. The Owner may employ and pay for the services of an independent agency, testing laboratory or other qualified firm to perform acceptance and quality assurance testing.
2. ~~The Owner may employ threshold inspection services.~~

~~1.4 CONTRACTOR RESPONSIBILITIES~~

~~A. Contractor Responsibilities: Provide inspections, tests and similar quality control services, specified in individual specification sections and required by governing authorities, except where they are specifically indicated to be the Owner's responsibility, or are provided by another identified entity. Costs for these services shall be included in the Contract Price.~~

~~1. Testing Agency: Employ and pay an independent agency, to perform specified quality control services.~~
~~2. Re-testing: Provide the cost of re-testing where results of required inspections, tests or similar services prove non-compliance with Contract Document requirements.~~

~~a. Provide the cost of re-testing construction revised or replaced.~~

~~3. Associated Services: Cooperate with the OAR and with agencies performing required inspections, tests and similar services and provide reasonable auxiliary services as requested. Notify the OAR and the agency sufficiently in advance of operations to permit assignment of personnel. Auxiliary services required include but are not limited to the following:~~

~~a. Providing access to the Work and furnishing incidental labor and facilities necessary to facilitate inspections and tests.~~
~~b. Taking adequate quantities of representative samples of materials that require testing or assisting the agency in taking samples.~~
~~c. Providing facilities for storage and curing of test samples, and delivery of samples to testing laboratories.~~
~~d. Providing the agency with a preliminary design mix proposed for use for materials mixes that require control by the testing agency.~~
~~e. Security and protection of samples and test equipment at the Project site.~~

~~B. Duties of the Testing Agency: The independent testing agency engaged by the Contractor to perform inspections, sampling and testing of materials and construction specified in individual Specification Sections shall cooperate with the OAR, Designer and Contractor in performance of its duties, and shall provide qualified personnel to perform required inspections and tests.~~

~~1. The agency shall notify the OAR, Designer and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.~~
~~2. The agency is not authorized to release, revoke, alter or enlarge requirements of the Contract Documents, or approve or accept any portion of the Work.~~
~~3. The agency shall not perform any duties of the Contractor.~~

~~C. Coordination: The Contractor and each agency engaged by the Contractor to perform inspections, tests and similar services shall coordinate the sequence of activities to accommodate required services with a minimum of delay. In addition, coordinate activities to avoid the necessity of removing and replacing construction to accommodate inspections and tests.~~

~~1. Schedule times for inspections, tests, taking samples, and similar activities. Provide a minimum of one (1) day (excluding weekends and holidays) notification to the OAR and Designer for each inspection, test, sampling, and similar activities.~~

1.5 SUBMITTALS

A. ~~The independent testing agency shall submit two (2) certified copies and PDF on a CD of the written report of each inspection, test or similar service, to the OAR unless the Contractor is responsible for the service. If the Contractor is responsible for the service, submit four (4) certified copies and PDF on a CD of the written report of each inspection, test or similar service through the Contractor to the OAR. The PDF file shall be enabled for Adobe Reader's Comment and Markup functionality. All stamps and markings described herein shall be electronically duplicated.~~

1. ~~Submit additional copies of each written report directly to the governing authority, when the authority so directs.~~
2. ~~Report Data: Written reports of each inspection, test or similar service shall include, but not be limited to:~~

~~a. Date of issue.~~
~~b. Project title and number.~~
~~c. Name, address and telephone number of testing agency.~~
~~d. Dates and locations of samples, tests, and inspections.~~
~~e. Names of individuals making the inspection or test.~~
~~f. Designation of the Work and test method.~~
~~g. Identification of product and Specification Section.~~
~~h. Complete inspection or test data.~~
~~i. Test results and interpretations of test results.~~
~~j. Ambient conditions at the time of sample taking and testing.~~
~~k. Comments or professional opinion as to whether inspected or tested Work complies with Contract Document requirements.~~
~~l. Name and signature of laboratory inspector.~~
~~m. Recommendations on re-testing.~~

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 REPAIR AND PROTECTION

A. General: Upon completion of inspection, testing, sample-taking and similar services, repair damaged construction and restore substrates and finishes to eliminate deficiencies, including deficiencies in visual qualities of exposed finishes. Comply with Contract Document requirements for "Cutting and Patching."

1. Remove all deficient Work and replace it with Work of specified quality, or take such other corrective action as the OAR and Designer may direct. No increase will be made in the Contract Sum or in Contract Time as a result of authorizing a change in methods or equipment under this Article.

B. Protect construction exposed for quality control services.

END OF SECTION 01 45 00

SECTION 01 50 00 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and General Conditions of the Contract, including other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section specifies requirements for temporary services and facilities, including utilities, construction and support facilities, maintenance of traffic, security and protection.

B. Temporary utilities which may be required include but are not limited to:

1. Temporary electric power and light.
2. Telephone service.
3. Temporary project identification sign - all other signs are prohibited.
4. Drinking water.
5. Sanitary facilities.

C. Temporary construction and support facilities which may be required include but are not limited to:

1. Storage sheds.
2. Dewatering facilities and drains.
3. Temporary enclosures including demising walls.
4. Waste disposal services.
5. Construction aids and miscellaneous services and facilities.
6. Storm and sanitary sewer.
7. Fuel tanks larger than 15 gallons.
8. Temporary Wayfinding Signage.
9. Designated smoking areas and applicable signage.

D. Temporary construction and support facilities, Contractor's option:

1. Field office.

a. Temporary field offices (WILL) ~~(WILL NOT)~~ be allowed on the construction site.
b. If a field office is used it shall be located at TBD.

E. Security and protection facilities which may be required include but are not limited to:

1. Temporary fire protection.
2. Barricades, warning signs, lights.
3. Sidewalk bridge or enclosure fence for the site.
4. Environmental protection.

~~1.3 SUBMITTALS~~

~~A. Temporary Utilities: Maintain reports of tests, inspections, meter readings and similar procedures performed on temporary utilities for review by the OAR.~~

~~B. Implementation and Termination Schedule: Show implementation and termination of temporary utilities in the baseline schedule required by Section 01 32 13 Scheduling of Work.~~

~~C. Maintenance of Traffic Plan: Submit a "Maintenance of Traffic Plan" within fourteen (14) days of the date established for commencement of work requiring the maintenance of traffic.~~

~~D. Demising Wall Plan: Submit a plan at the pre-construction meeting indicating the location, construction, and extent of demising walls. Include connection details indicating method of installation, attachment, etc.~~

~~E. Temporary Project Identification Sign: Submit complete shop drawings identifying locations, material, layout, sign content, font type and size, and sample colors. Make sign and lettering to scale, clearly indicating condensed lettering if used. The sign details will be submitted to GOAA Planning – Signage Team for approval prior to fabrication. Submit method of erection to include materials, fasteners, and other items to assure compliance with the requirements for wind pressures / speed as required by the authorities having jurisdiction. Submit signs in accordance with any details provided in the drawings as shown on standard detail drawing at the end of this section (Construction Sign Detail).~~

1.4 QUALITY ASSURANCE

A. Regulations: Comply with industry standards and applicable laws and regulations of Authorities Having Jurisdiction, including but not limited to:

1. Building Code requirements.
2. Health and safety regulations.
3. Utility company regulations.
4. Environmental protection regulations.

B. Standards: Comply with NFPA Code 241, "Building Construction and Demolition Operations," ANSI-A10 Series standards for "Safety Requirements for Construction and Demolition," and NECA Electrical Design Library "Temporary Electrical Facilities."

1. Refer to "Guidelines for Bid Conditions for Temporary Job Utilities and Services", prepared jointly by AGC and ASC, for industry recommendations.
2. Electrical Service: Comply with NEMA, NECA and UL standards and regulations for temporary electric service. Install service in compliance with National Electric Code (NFPA 70).

C. Inspections: Arrange for authorities having jurisdiction to inspect and test each temporary utility before use. Obtain required certifications and permits.

1.5 PROJECT CONDITIONS

A. Temporary Utilities: Include in the project schedule dates for implementation and termination of each temporary utility. Coordinate with the OAR change over from use of temporary service to use of the permanent service.

B. Conditions of Use: Keep temporary services and facilities clean and neat in appearance. Operate in a safe and efficient manner. Take necessary fire prevention measures. Do not overload facilities, or permit them to interfere with progress. Do not allow hazardous dangerous or unsanitary conditions, or public nuisances to develop or persist on the site.

~~C. HVAC Shut-down: Coordinate with the OAR concerning shut-down of HVAC and return air systems in Project work areas.~~

~~1. In addition to the installation of demising walls, and providing air filtration specified, shut-down the return air systems in each area where construction / demolition activities are underway. Re-establish the return air systems when work has been completed.~~
~~2. Provide temporary HVAC systems to maintain the existing level of service during the shutdown period.~~

PART 2 - PRODUCTS

2.1 MATERIALS

A. General: Where visible to the public, provide new materials suitable for the use intended. Where not visible to the public, Contractor may provide undamaged previously used materials, suitable for the use intended. Demising walls may be moved and re-used only at the discretion of the OAR; the condition of the materials must be like new.

~~B. Lumber and Plywood: Comply with requirements in Division 6 Section "Rough Carpentry."~~

~~C. Tarpaulins: Provide waterproof, fire-resistant, UL labeled tarpaulins with flame-spread rating of 15 or less. For temporary enclosures provide translucent nylon reinforced laminated polyethylene or polyvinyl chloride fire retardant tarpaulins.~~

~~D. Water: Provide potable water meeting the requirement of the local health authorities.~~

2.2 EQUIPMENT

A. General: Provide new equipment or previously used equipment in serviceable condition suitable for use intended.

~~B. Electrical Outlets: Provide properly configured NEMA polarized outlets to prevent insertion of 110-120 volt plugs into higher voltage outlets. Provide receptacle outlets equipped with ground-fault circuit interrupters, reset button and pilot light, for connection of power tools and equipment.~~

~~C. Electrical Power Cords: Provide grounded extension cords; use "hard-service" cords where exposed to abrasion and traffic. Provide waterproof connectors to connect separate lengths of electric cords, if single lengths will not reach areas where construction activities are in progress. Eliminate trip hazards.~~

D. Lamps and Light Fixtures: Provide general service incandescent lamps of wattage required for adequate illumination. Provide guard cages or tempered glass enclosures, where exposed to breakage. Provide exterior fixtures where exposed to moisture.

E. Heating Units: Provide temporary heating units that have been tested and labeled by UL, FM or another recognized trade association related to the type of fuel being consumed.

F. Temporary Toilet Units: Provide self-contained single-occupant toilet units of the chemical type, properly vented and fully enclosed with a glass fiber reinforced polyester 2`shell.

G. First Aid Supplies: Comply with governing regulations.

1. Fire Extinguishers: Provide hand-carried, portable UL-rated, class "A" fire extinguishers for temporary offices and similar spaces. In other locations provide hand-carried, portable, UL-rated, class "ABC" dry chemical extinguishers, or a combination of extinguishers of NFPA recommended classes for the exposures.
2. Comply with NFPA 10 and 241 for classification, extinguishing agent and size required by location and class of fire exposure.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Use qualified personnel for installation of temporary facilities. Comply with all applicable codes. Relocate and modify facilities as required.

3.2 TEMPORARY UTILITY INSTALLATION

A. General: Engage the appropriate local utility company to install temporary service or connect to existing service. Where the company provides only part of the service, provide the remainder with matching, compatible materials and equipment; comply with the company's recommendations.

1. Arrange with the utility company and the OAR for a time when service can be interrupted, where necessary, to make connections for temporary services.
2. Provide adequate capacity at each stage of construction. Prior to temporary utility availability, provide trucked in services.
3. Cost or use charges for temporary facilities are not chargeable to the Owner, OAR or the Designer, and will not be accepted as a basis of claims for a Change Order.

A. Water Service: Install water service and distribution piping of sizes and pressures adequate for construction.

1. Provide a backflow prevention device.

A. Temporary Electric Power Service: Provide weatherproof, grounded electric power service and distribution system of sufficient size, capacity, and power characteristics during construction period.

B. Temporary Lighting: Whenever overhead floor or roof deck has been installed, provide temporary lighting with local switching.

1. Install and operate temporary lighting that will fulfill security and protection requirements, without operating the entire system, and will provide adequate illumination for construction operations and traffic conditions.

C. Temporary Telephones: Provide temporary telephone service for personnel engaged in construction activities, throughout the construction period.

3.3 TEMPORARY CONSTRUCTION AND SUPPORT FACILITIES INSTALLATION

A. General: Locate field offices, storage sheds, sanitary facilities and other temporary construction and support facilities as indicated.

1. Maintain temporary construction and support facilities until near Final Acceptance. Remove prior to Final Acceptance. Personnel remaining after removal will be permitted to use permanent facilities, under conditions acceptable to the OAR.
2. Provide non-combustible construction for offices, shops and sheds located within the construction area, or within 30 feet of building lines. Comply with requirements of NFPA 241.

B. Temporary Heat: Provide temporary heat required by construction activities, for curing or drying of completed installations or protection of installed construction from adverse effects of low temperatures or high humidity. Select safe equipment that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce the ambient condition required and minimize consumption of energy.

C. Heating Facilities: Except where use of the permanent system is authorized, provide vented self-contained LP gas or fuel oil heaters with individual space thermostatic control.

D. Use of gasoline-burning space heaters, open flame, or salamander type heating units is prohibited.

E. Storage and Fabrication Sheds: Install storage and fabrication sheds, sized, furnished and equipped to accommodate materials and equipment involved, including temporary utility service. Sheds may be open shelters or fully enclosed spaces within the building or elsewhere on the site.

F. Sanitary Facilities: Sanitary facilities include temporary toilets, wash facilities and drinking water fixtures. Comply with local health authorities for the administration of these facilities.

1. Provide toilet tissue, paper towels, paper cups and similar disposable materials for each facility. Provide covered waste containers for used material.
2. Temporary Toilets shall be self-contained toilet units. Shield toilets to ensure privacy. Use of pit-type privies will not be permitted.
3. Wash Facilities: Install wash facilities supplied with potable water at convenient locations for personnel involved in handling materials that require wash-up for a healthy and sanitary condition. Dispose of drainage properly. Supply cleaning compounds appropriate for each condition.
4. Drinking Water Accommodations: Provide drinking water accommodations as necessary, including paper supply.

G. Dewatering Facilities and Drains: For temporary drainage and dewatering facilities and operations not directly associated with construction activities included under individual Sections, comply with dewatering requirements of applicable Division 2 Sections. Where feasible, utilize the same facilities. Maintain the site, excavations and construction free of water.

H. Temporary Enclosures - Demising Walls: Provide temporary enclosure for protection of construction in progress from public view and foul weather.

1. General: Demising walls, for all interior locations, shall be Type A; demising walls, for all exterior locations, shall be Type B. Walls shall be, as specified below, and shall be constructed to keep public areas TOTALLY free from dust and debris, and to maintain separation between the construction and public areas, and to prevent visual observation of the construction.

   a. DO NOT MECHANICALLY FASTEN DEMISING WALL FRAMING MEMBERS TO EXISTING CONSTRUCTION (CONCRETE SLAB, CONCRETE WALKS, WALLS, ETC.). Design, brace, and support walls as required to provide protection necessary.
   b. INTERIOR DEMISING WALLS SHALL BE CONSTRUCTED TO COMPLETELY SEAL THE RETURN AIR PLENUM AREAS FROM THE CONSTRUCTION AREAS. INSTALL INTERIOR DEMISING WALLS TO UNDERSIDE OF SLAB AND SEAL AIR-TIGHT.
   c. Type A: Construct walls with metal studs, structurally sound, properly braced, and not more than 24 inches on center. The studs shall be covered with a minimum one-half-inch Type X gypsum drywall. Bracing shall be installed in a manner that minimizes the damage to the finishes existing or proposed. The gypsum drywall shall be constructed and finished in accordance with Section 09 21 16, Gypsum Board Assemblies. Install a 1" x 6" high painted wood base the full length of the demising wall and painted with Color matched to M.A. Bruder #131, Pelican White.

2. Unless otherwise indicated, install a 6 mil thick (minimum thickness) polyethylene (visqueen) sheet around the entire perimeter of the demising wall from the underside of the deck above to the top of the wall. The polyethylene sheet shall be installed in a manner to assure the public is not affected by the construction activities.
3. Provide air filtration, as required, for all interior work areas for TOTAL DUST CONTROL. Locate filtration equipment inside the construction area and within the demising wall perimeters. Provide equipment to prevent dust from migrating into occupied areas. PROVIDE ADDITIONAL FILTRATION UNITS IF RESULTING DUST LEVELS ARE NOT ACCEPTABLE TO THE OAR.

   a. Type B: Construct with wood studs, structurally sound, properly braced, and not more than 24 inches on center. The studs shall be covered with a minimum one-half inch thick plywood, APA Grade B-C, Exterior, standard 4 foot x 8 foot nominal in size. Place plywood with the "B" side facing the public and the 8 foot dimension vertical from the floor.

4. Unless otherwise indicated, install a 6 mil thick (minimum thickness) polyethylene (visqueen) sheet around the entire perimeter of the demising wall from the underside of the deck above to the top of the wall. The polyethylene sheet shall be installed in a manner to assure the public is not affected by the construction activities.
5. Provide air filtration, as required, for all interior work areas for TOTAL DUST CONTROL. Locate filtration equipment inside the construction area and within the demising wall perimeters. Provide equipment to prevent dust from migrating into occupied areas. PROVIDE ADDITIONAL FILTRATION UNITS IF RESULTING DUST LEVELS ARE NOT ACCEPTABLE TO THE OWNER.

   a. Paint demising walls for color match to M.A. Bruder #131 Pelican white.

b. Provide access door with lockset, and automatic closing device. Lockset shall be Russwin/Corbin mortise or cylindrical type, with large format removable cores, in compliance with the Owner's standards. All locks shall be keyed by the Owner's locksmith, (407) 825-2565, to allow emergency access by the Owner to all construction areas.

6. Paint door and frame to match the wall color specified.
7. Temporary Heat: Where heat is needed and the permanent building enclosure is not complete, provide temporary enclosures where there is no other provision for containment of heat. Coordinate enclosure with ventilating and material drying or curing requirements to avoid dangerous conditions and effects.

I. Temporary Lifts and Hoists: Provide facilities for hoisting materials, if required.

J. Existing Elevator Use: Use of existing public elevators is permitted by construction personnel during the duration of this Project.

K. Temporary Project Identification Sign /Construction Company Identification Sign: Contractor shall furnish, install and maintain all sign materials including sign posts, weighted stands, brackets, any required mounting hardware and miscellaneous materials required for temporary project identification signs as required by location. Prepare project identification sign of the size indicated; install sign where indicated to inform the public and persons seeking entrance to the Project. Securely attach, as required, to demising wall. Install sign at commencement of construction and remove upon issuance of the Certificate of Occupancy/Certificate of Completion (CofO).

1. Size:

a. Exterior: Four by Six feet(4' x 6') landscape orientation utilizing provided template within this section.
b. Interior: Eleven by seventeen inches (11" x 17") portrait orientation utilizing provided template within this section..

2. Materials for exterior signage:

a. Structure and Framing: New construciton grade lumber, structurally adequate and suitable for exterior application and specified finish.
b. Sign Panels: New A-B Grade, exterior type. APA MDO plywood both sides. Thickness as required by standards to span framimg members, to provide even, smooth surface without waves or buckles, minimum 3/4 inch.

3. Materials for interior signage:

a. 11" x 17" paper, Ledger size, 28 lb. paper, 100 Bright min., inserted into 11" x 17" clear vinyl sheet protector, adhesdive backing, installed on demising wall.

4. Rough Hardware for exterior signage: Galvanized steel, of sizes and types to enable sign assemblies to resist wind loads as required by authorities having jurisdiction but not less than wind velocity of 50 mph. Use minimum 1/2 inch diameter button head carriage bolts to fasten sign panels to supporting structures or #10 x 3.5" zinc wood screw spaced at 10" to center of pole. Bolt heads to be painted to match sign face.
5. Paint: Exterior quality, as specified in Division 9 or as a minimum as specified herein.

a. Primer and finish coat: exterior, semi-gloss, enamel.
b. Colors for structure, framing, back of sign: white.

6. Quality Assurance: Engage an experienced sign painter, or company to apply graphics.
7. Graphic Description: Information shall include at a minimum, the Project Name, Project Number, Owner, Contractor, and Designer name and logo, and completion date. Utilize standard detail drawing template on subsequent pages (Construction Sign Detail).

a. Type Style: Frutiger 55 Roman
b. Color: Provide per standard detail drawing template at the end of this section.
c. Quantity: One sign per project.
d. Project Identification sign design to be reviewed by GOAA Sigange Team prior to fabrication and installation.

8. Install sign at a heaight for optimum visibility, on ground mounted poles or attached to temporary structural surfaces.
9. Erect the sign on the site at a lighted location of high public visibility, adjacent to main entrance to site or project, as approved by the OAR. The sign must be located 5 feet from the right-of-way and 20 feet from all property lines.
10. Maintain signs and supports in a neat, clean condition; repair damages to structure, framing, or sign.

L. Pardon our dust sign may be provided via the Owner's sign shop. Coordinate request through GOAA Signage Team Project Manager.

M. Collection and Disposal of Waste: Collect waste from construction areas daily. Comply with requirements of NFPA 241 for removal of combustible waste material and debris. Enforce requirements strictly. Do not hold materials more than seven (7) days during normal weather or three (3) days when the temperature is expected to rise above 80 degrees F (27 degrees C). Handle hazardous, dangerous, or unsanitary waste materials separately from other waste by containerizing properly. Dispose of material in a lawful manner.

1. The Contractor shall not use the Owner's waste disposal systems.
2. The Owner will not provide waste disposal services.

N. Fuel tanks larger than 15 gallons

1. All Equipment

a. The Contractor will follow the guidance provided with regard to all equipment used on the work site. All equipment with Aboveground Storage Tanks (AST's) fuel tanks that have a capacity of 15 gallons or more but less than 550 gallons will adhere to the following guidelines. Equipment with tanks that have a capacity of 550 and more gallons will adhere to Florida Administrative Code 62-761.
b. Each piece of equipment with a tank capacity of 15 gallons or more will be required to have secondary containment. The capacity of the secondary containment will be 110% of the tank. As a minimum, five sheets of 10 mil visqueen will be used to line the secondary containment. The visqueen will overlap the outside walls of the secondary containment a minimum of 24 inches. The Owner recommends a single sheet of puncture resistant neoprene of ¼ inch thick as a liner in the secondary containment or concrete containment.

~~c. The secondary containment will be checked on a periodic basis and the fluid buildup will be disposed accordingly. Visible sheen will indicate contaminated water and will be disposed on in accordance with Florida Administrative Code (FAC) 62-777.~~

~~d. Mobile storage tanks that meet the criteria of FAC 62-677 are exempt from these procedures.~~

~~O. Temporary Wayfinding Signage~~

~~1. Provide temporary signs as required to maintain proper airport operations during all aspects of the Work.~~

~~2. Provide temporary signage that duplicates any removed or hidden permanent signs as a result of the Work.~~

~~3. Coordinate all temporary signs with the OAR and GOAA Planning Signage Team. Develop a temporary sign plan for review by the OAR and GOAA Planning Signage Team. At a minimum, the plan shall show where all temporary signs are to be located, the messages that are to appear, when the signs will be installed, how the signs will be installed, , when the signs will be removed, the sign face layouts, the sign colors, and the materials to be used.~~

~~4. Temporary signs shall be safely and securely installed. Repair any damage to any walls, building surfaces, or building finishes resulting from the installation or the removal of the temporary signs. Once they have been taken down, remove from the site and properly dispose of the temporary signs.~~

~~5. Coordinate the installation and removal of the temporary signs with the OAR. Also coordinate the installation and removal of the temporary signs with the Project phases and construction progress.~~

P. Designated Smoking Areas and Applicable Signage

1. Smoking shall be prohibited throughout the project/construction site with exception of designated areas. "No Smoking" signs shall be conspicuously posted at all entrances and throughout the site. See attached template at the end of this section.

3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

A. General: Except for use of permanent fire protection as soon as available, do not change over from use of temporary security and protection facilities to permanent facilities until Substantial Completion, or longer as requested by the OAR.

B. Temporary Fire Protection: Install and maintain temporary fire protection facilities of the types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 10 "Standard for Portable Fire Extinguishers," and NFPA 241 "Standard for Safeguarding Construction, Alterations and Demolition Operations."

1. Locate fire extinguishers where convenient and effective for their intended purpose, but not less than one extinguisher on each floor at or near each usable stairwell.
2. Store combustible materials in containers in fire-safe locations.
3. Maintain unobstructed access to fire extinguishers, fire hydrants, temporary fire protection facilities, exitways and other access routes for fighting fires.
4. Provide supervision of welding operations, combustion type temporary heating units, and similar sources of fire ignition.

C. Barricades, Warning Signs and Lights: Comply with standards and code requirements for erection of structurally adequate barricades. Paint with appropriate colors, graphics and warning signs to inform personnel and the public of the hazard being protected against. Where appropriate and needed provide lighting, including flashing red or amber lights.

D. Environmental Protection: Provide protection, operate temporary facilities and conduct construction in ways and by methods that comply with environmental regulations, and minimize the possibility that air, waterways and subsoil might be contaminated or polluted, or that other undesirable effects might result. Avoid use of tools and equipment which produce harmful noise. Restrict use of noise making tools and equipment to hours that will minimize complaints from persons or firms near the site.

3.5 OPERATION, TERMINATION AND REMOVAL

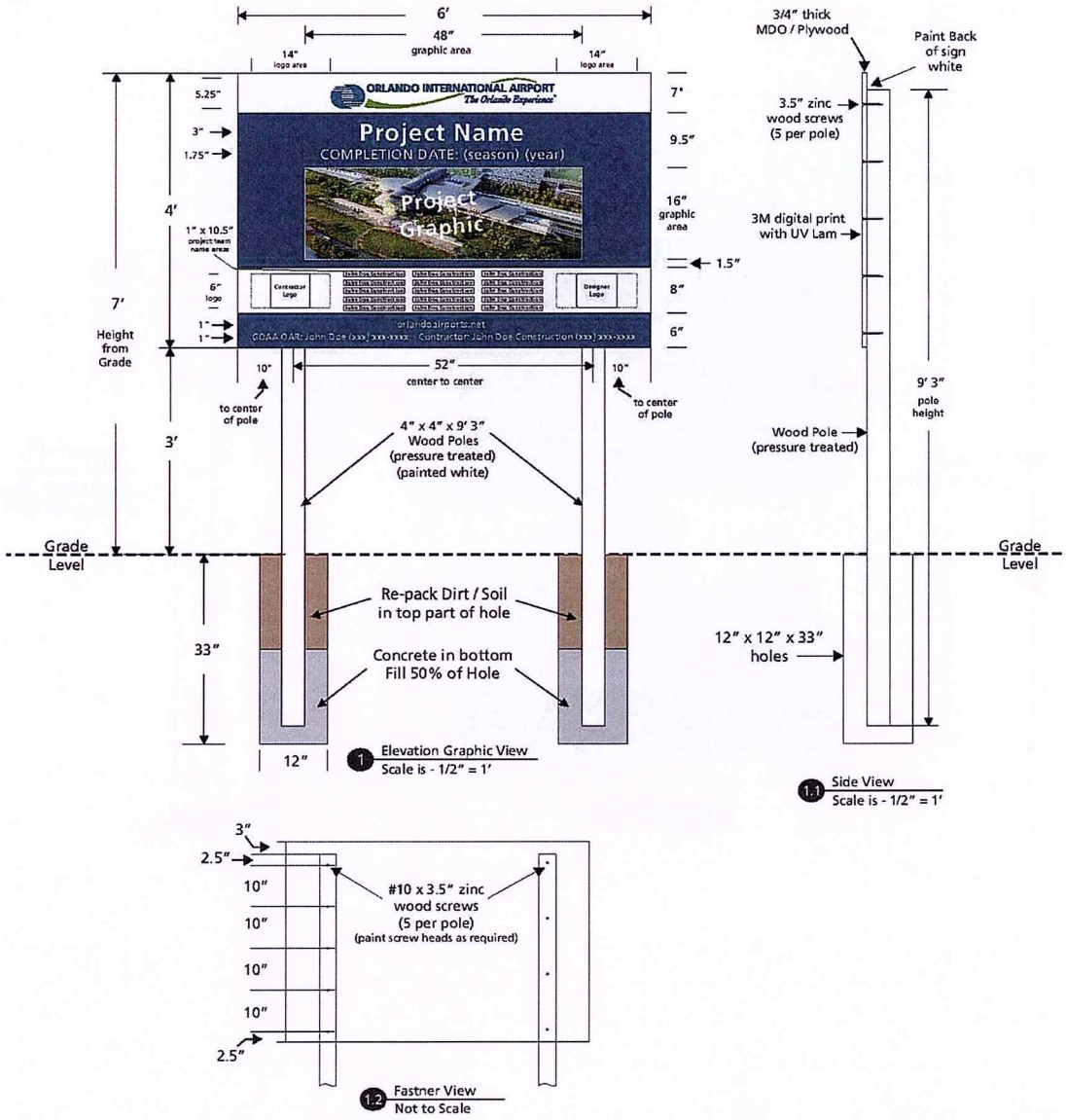
A. Maintenance: Maintain facilities in good operating condition until removal. Protect from damage by the elements.

B. Termination and Removal: Unless the OAR requests that it be maintained longer, remove each temporary facility when the need has ended, or when replaced by authorized use of a permanent facility, or no later than Final Acceptance. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with the temporary facility. Repair damaged Work, clean exposed surfaces and replace construction that cannot be satisfactorily repaired.

1. Materials and facilities that constitute temporary facilities are property of the Contractor.
2. Prior to Final Acceptance, clean and renovate permanent facilities that have been used during the construction period, including but not limited to:

    a. Repair of any and all damages to existing materials or finishes. Repair shall be complete and made to the satisfaction of the OAR at no additional cost.
    b. Replace air filters and clean inside of ductwork and housings.
    c. Replace existing significantly work parts and parts that have been subject to unusual operating conditions due to the Work.
    d. Replace lamps that are burned out or noticeably dimmed by substantial hours of use.

Greater Orlando Aviation Authority **Construction Project Sign Detail (exterior)**



Notes

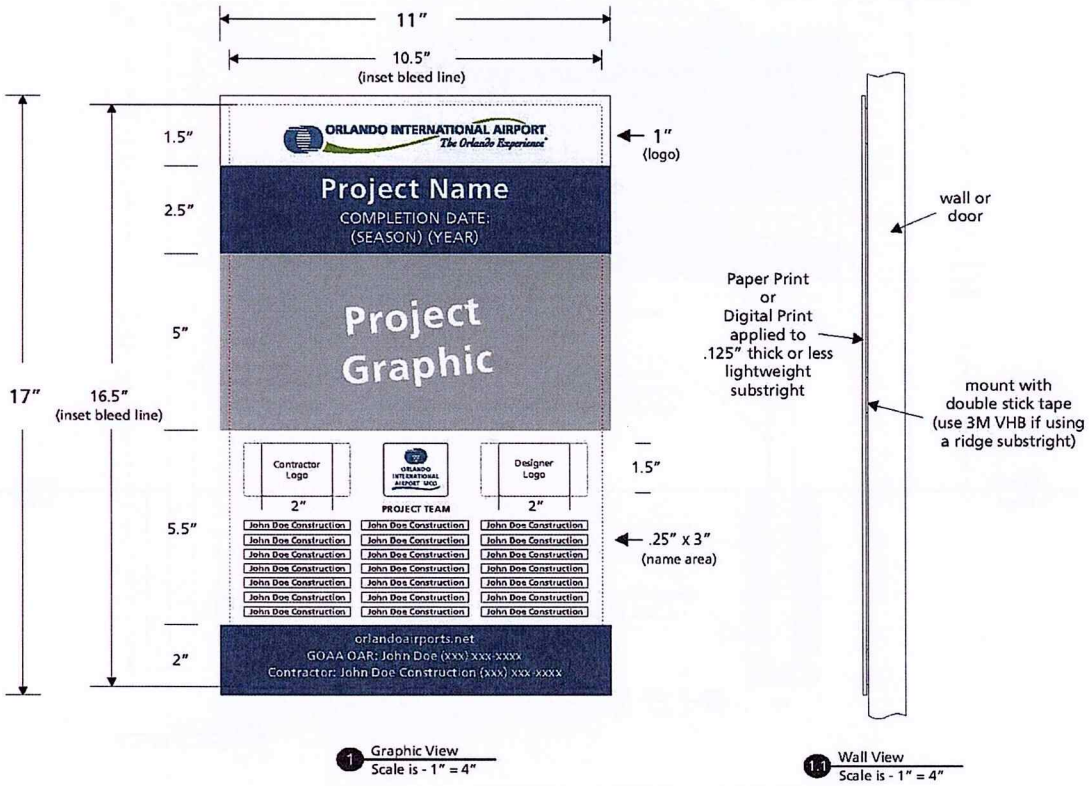
1. Frutiger font family as required. (14.5% L.S. & 120% W.S.)
2. Project name height may vary depending on length.
3. Project graphic size may vary in width per project.
4. Project team names may vary slightly with longer names.
5. Foundation to only have 50% concrete for removal purposes due to weather emergencies.

Colors

GOAA Blue PMS 3025 C | White | Project Graphic | 3M 1170 Clear

3M Digital Printed Graphics

Greater Orlando Aviation Authority **Construction Project Sign Detail (interior)**



1 Graphic View
Scale is - 1" = 4"

1.1 Wall View
Scale is - 1" = 4"

Notes

1. Frutiger font family as required. (14.5% L.S. & 120% W.S.)
2. Project name height varies depending on length.
3. Project graphic size may vary in size per project.
4. Project team names may vary slightly with longer names.

Colors

GOAA Blue PMS 3025 C	White	Project Graphic	3M 1170 Clear

3M Digital Printed Graphics



END OF SECTION 01 50 00

SECTION 01 74 23 - FINAL CLEANING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and General Conditions of the Contract, including other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes: final cleaning at completion of work by individual trade and at Substantial Completion.

B. Environmental Requirements: When specified, final cleaning shall comply with Green Seal Standard GS 42.

C. Conduct cleaning and waste-disposal operations in compliance with local laws and ordinances. Comply fully with federal and local environmental and antipollution regulations.

~~D. Sustainable Design Requirements: When specified, final cleaning shall comply with the requirment in Section 01 81 13.14 "Sustainable Design Requirements - LEED v4 BD+C".~~

E. Environmental Requirements: Conduct cleaning and waste-disposal operations in compliance with local laws and ordinances. Comply fully with federal and local environmental and antipollution regulations.

1. Do not dispose of volatile wastes, such as mineral spirits, oil, or paint thinner, in storm or sanitary drains.

B. Burning or burying of debris, rubbish, or other waste material on the premises is not permitted.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Cleaning Agents: Use cleaning materials and agents recommended by the manufacturer or fabricator of the material to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

1. The cleaning products utilized shall be Green Seal complying with one or more of the following standards; by category:

a. Green Seal GS-37, for general-purpose, bathroom, glass and carpet cleaner use for industrial and institutional purposes

1) Environmental Choice CCD-110, for cleaning and degreasing compounds
2) Environmental Choice CCD-146, for hard-surface cleaners
3) Environmental Choice CCD-148, for carpet and upholstery care.

a) Disinfectants, metal polish, floor finishes, strippers or other products not addressed by GS-37 or Environmental Choice CCD-110, 146, or 148 shall meet at least one of the following standards for the appropriate category:

I. Green Seal GS-40, for industrial and institutional floor-care products
II. Environmental Choice CCD-112, for digestion additives for cleaning and odor control
III. Environmental Choice CCD-113, for drain or grease-trap additives
IV. Environmental Choice CCD-115, for odor-control additives
V. Environmental Choice CCD-147, for hard-floor care

b) California Code of Regulations maximum allowable VOC levels for the specific product category.
c) The product shall not contain alkyl phenol ethorylates, dibutyl phthalate heavy metals, ozone-depleting compounds or optical brighteners.
d) The product shall not be tested on animals.
e) Cleaning materials and agents shall be in accordance with manufacturers recommendations. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

2.2 PROHIBITED PRODUCTS

A. The following products shall not be utilized within the Work:

1. Diversey Care a division of Sealed Air; Bravo Heavy-Duty Low Odor Stripper.
2. Diversey Care a division of Sealed Air; BreakDown XC 40 Odor Eliminator Concentrate Fresh.
3. Diversey Care a division of Sealed Air; Alpha-HP Multi-Surface Cleaner.
4. Diversey Care a division of Sealed Air; Crew Clinging Toilet Bowl Cleaner.

PART 3 - EXECUTION

3.1 FINAL CLEANING

A. General: Provide final-cleaning operations. Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit of Work to the condition expected from a commercial building cleaning and maintenance program. Comply with manufacturer's instructions.

B. Cleaning Operations: Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for the entire Project or a portion of the Project.

1. Clean the Project Site, yard and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and foreign substances.

2. Sweep paved areas broom clean. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
3. Broom clean concrete floors in unoccupied spaces.
4. Remove petrochemical spills, stains, and other foreign deposits.
5. Remove tools, construction equipment, machinery, and surplus material from the site.
6. Vacuum clean carpet and similar soft surfaces, removing debris and excess nap. Shampoo, if required.
7. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
8. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, and similar spaces.
9. Remove marks, stains, fingerprints, and other soils or other dirt from painted, decorated, and natural finished woodwork and other Work.
10. Clean cabinet work removing stains, paint, dirt and dust.
11. Remove spots, plaster, soil and paint from ceramic tile, marble, and other finished materials, and wash or wipe clean.
12. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other substances that are noticeable vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
13. Clean flooring materials thoroughly, comply with materials manufacturer's instructions and recommendations.
14. Remove labels that are not permanent labels.
15. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.

    a. All restoration efforts shall be in strict accordance with LEED v4 requirements for Low Emitting Materials.
    b. Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.

16. Clean food-service equipment to a sanitary condition, ready and acceptable for its intended use.
17. Wipe surfaces of mechanical and electrical equipment, elevator equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
18. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
19. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs.
20. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
21. Clean ductwork, blowers, and coils of units that were operated during construction.
22. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
23. Leave the Project clean and ready for occupancy.

~~C. Pest Control: Engage an experienced, licensed exterminator to make a final inspection and rid the Project of rodents, insects, and other pests. Comply with regulations of local authorities.~~

D. Removal of Protection: Remove temporary protection and facilities installed during construction to protect previously completed installations during the remainder of the construction period.

E. Compliances: Comply with governing regulations and safety standards for cleaning operations. Remove waste materials from the site and dispose of lawfully and in strict compliance with the project Construction Waste Management Plan.

1. Where extra materials of value remain after completion of associated Work, they become the Owner's property. Dispose of these materials as directed by the OAR.
2. The Contractor shall not dispose of debris or waste materials on the Owner's property without the prior approval of the Owner.

F. Maintenance: Provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to assure operability without damaging effects.

3.2 PROTECTIONS

A. General: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period. Where applicable, such exposures include, but are not limited to, the following:

1. Excessive static or dynamic loading.
2. Excessive internal or external pressures.
3. Excessively high or low temperatures.
4. Thermal shock.
5. Excessively high or low humidity.
6. Air contamination or pollution.
7. Water or ice.
8. Solvents.
9. Chemicals.
10. Light.
11. Radiation.
12. Puncture.
13. Abrasion.
14. Heavy traffic.
15. Soiling, staining, and corrosion.
16. Bacteria.
17. Rodent and insect infestation.
18. Combustion.
19. Electrical current.
20. High-speed operation.
21. Improper lubrication.
22. Unusual wear or other misuse.
23. Contact between incompatible materials.
24. Destructive testing.
25. Misalignment.
26. Excessive weathering.
27. Unprotected storage.
28. Improper shipping or handling.

29. Theft.

END OF SECTION 01 74 23

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SECTION 01 78 00 - CLOSEOUT SUBMITTALS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and General Conditions of Contract, including other Division 01 Specification Sections, apply to this Section. Refer to other specification sections for requirements and limitations applicable to Project Closeout.

1.2 SUMMARY

A. Closeout is defined to include general requirements near end of Contract Time, in preparation for Substantial Completion, Final Completion and Acceptance, Final Payment, normal termination of Contract, occupancy by Owner and similar actions evidencing completion of the Work. Specific requirements for individual units of Work are specified in other sections.

1.3 SUBSTANTIAL COMPLETION

A. General: Refer to the General Conditions of the Contract.

B. Procedures to achieving Substantial Completion:

~~1. Thirty (30) Days prior to requesting inspection for the certification of Substantial Completion, prepare and submit the preliminary LEED Closeout Matrix for acceptance (see specification Section 01 33 29 Sustainable Material Content Forms). Matrix shall identify all relevant specification sections~~

2. The Contractor shall, five (5) business days prior to requesting inspection for certification of Substantial Completion, prepare and submit to the OAR the following:

   a. The Contractor's prepared comprehensive punch list of items to be completed or corrected. The punch list shall include all incomplete Work items and the schedule to complete each item.
   b. Draft Operation and Maintenance (O&M) Manuals for review by the OAR for conformance with the Contract documents. These will be returned to the Contractor.
   c. As-Built Documents (from Contractor) for review by the OAR for conformance with the Contract Documents. These will be returned to the Contractor.
   ~~d. The Substantial LEED Closeout Matrix with all available documentation and final documentation delivery status.~~

3. The Contractor will request a preliminary inspection from the OAR for the determination that the Project is ready for the Substantial Completion Inspection. The Contractor will prior to the request:

   a. Complete its punch list and provide a copy to the OAR.
   b. Schedule inspections from the Authorities Having Jurisdiction and provide the time and date to the OAR.

4. 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.
5. If the OAR determines that the Work is ready, the Substantial Completion Inspection will be scheduled at a minimum of three (3) business days after the OAR's preliminary inspection.
6. Form #008 Substantial Completion Acceptance (SCA) will be used to: document the time and place of the project closeout inspections, establish the participants to be involved in the inspections, establish the date of Substantial Completion, document the acceptance of the Substantial Completion punch list, document the date all Substantial Completion punch list items were completed and document the date of Final Completion.
7. The following parties will attend the Substantial Completion inspection: the OAR, the Contractor, and the Designer. The following Owner representatives may attend: GOAA ARFF, GOAA Construction, GOAA Engineering, GOAA Environmental, GOAA IT, GOAA Maintenance, GOAA Operations, GOAA Properties, GOAA Risk Management, and any involved tenant(s).
8. Following the inspection, the OAR and Designer will determine if the Work is substantially complete. If it is determined to be Substantially Complete, the OAR will use this date in the preparation of Form #007 Certificate of Substantial Completion (CoSC) and the Contractor in the preparation of the written warranties. The following will be used in the determination of the Substantial Completion date:

    a. Certificate of Occupancy/Certificate of Completion (CofO) or Agency Sign Off (as required). The date of the CofO does not establish the date for Substantial Completion.
    b. Recommendation from the OAR and Designer that the Project is Substantially Complete.
    c. Acceptance from the Contractor and OAR that the preliminary Substantial Completion punch lists represent most of the items required for completion of the Work. The OAR shall distribute the preliminary Substantial Completion punch lists to the Contractor within a maximum of three (3) business days after the date of Substantial Completion.
    d. Acceptance by the OAR of the draft warranties.
    e. Acceptance by the OAR of the draft Operation & Maintenance Manuals.
    f. Agreement from the Contractor and OAR that the Owner will have complete use or occupancy and may use, operate, and maintain the Project in all respects, for its intended purpose and without undue interference by the Contractor's Final Completion efforts.
    g. If any of the above items are not accepted or incomplete the Contractor shall correct any items found not to be in accordance with the requirements of the Contract Documents and once the items have been corrected, the Contractor shall provide a written request for re-review and or re-inspection.

9. When the Project is determined to be Substantially Complete the OAR will prepare a typed Substantial Completion punch list which includes any items from the preliminary Substantial Completion punch list that have not yet been completed plus all punch list items from the Designer, OAR, Owner and others, and Form #007 Certificate of Substantial Completion (CoSC) within fifteen (15) business days from the date of Substantial Completion. As a condition for Final Completion, the Contractor remains responsible for the correction of any work which does not comply with the requirements of the Contract, even if not listed on the Substantial Completion Punchlist and discovered after the Substantial Completion Punchlist and has been published. The OAR will schedule a meeting with the Contractor, Designer, and any Owner's representatives to:

1) Review Form #007 CoSC, all of its requirements and submit to the Contractor for appropriate acceptance and signature.
2) Review the attachments: Form #008 SCA, Substantial Completion punch list and the CofO.
3) Establish the date for the completion of the Substantial Completion punch list items.
4) 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.
5) Review and accept the Contractor's written warranties and guarantees from its Subcontractors and Suppliers bearing the date of Substantial Completion stating the period of warranty as required by the Contract Documents, the Final Operation & Maintenance Manuals, and As-built Documents.

1.4 PARTIAL OCCUPANCY OR USE

A. General: Refer to the General Conditions of the Contract.

B. 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, the Contractor and Owner shall designate by an agreement the conditions of such partial occupancy, provided such occupancy or use is consented to by the Owner's insurer and authorized by public authorities having jurisdiction over the Work.

1. Such partial occupancy or use may commence whether or not the portion is Substantially Complete.

C. Procedures to achieving partial occupancy or use:

1. The Owner will request the OAR to coordinate with the Contractor for a partial occupancy or use of a portion of the Work.
2. If the OAR determines that the Work is ready, a partial occupancy or use inspection will be scheduled at a minimum of three (3) business days after the OAR's preliminary inspection.
3. Immediately prior to such partial occupancy or use inspection, the Owner, OAR, Contractor and Designer 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.

a. The following parties will attend the partial occupancy or use inspection: the OAR, the Contractor, and the Designer. The following Owner representatives may attend: GOAA Construction, GOAA Engineering, GOAA Environmental, GOAA Maintenance, GOAA Operations, GOAA Properties, GOAA Risk Management, GOAA ARFF, and any involved tenant(s).
b. Following the inspection, the OAR and Designer will determine if the Work is ready for partial occupancy or use. If it is determined to be ready, the OAR will use this date in the preparation of Form #009 Partial Occupancy/Use (POUA) and the Contractor in preparation of any agreed upon written warranties. The following will be used in the determination of the POUA date:

1) Certificate(s) of Occupancy (CofO) / Agency Sign Off (as required) for the area being occupied.

2) Recommendation from the OAR and Designer that the Project is ready for partial occupancy or use.
3) Acceptance from the Contractor and OAR that the preliminary punch lists represent most of the items required for completion of the Work. The OAR shall distribute the preliminary punch lists to the Contractor within three (3) business days after the date of the POUA.
4) Acceptance by the OAR of the draft warranties if requested.
5) Acceptance by the OAR of the draft Operation & Maintenance Manuals if requested.
6) Agreement from the Contractor and OAR that the Owner will have complete occupancy or use and may use, operate, and maintain the Project in all respects, for its intended purpose and without undue interference by the Contractor's Final Completion efforts.
7) Agree that 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.

c. When the Project is determined to be ready for partial occupancy or use the OAR will prepare a typed punch list which includes any items from the preliminary punch list that have not yet been completed plus all punch list items from the Designer, OAR, Owner and others, and Form #009 Partial Occupancy/Use (POUA) within a maximum of fifteen (15) business days of the date of POUA. As a condition for Substantial and Final Completion, the Contractor remains responsible for the correction of any work which does not comply with the requirements of the Contract, even if not listed on the punch list and discovered after the punch list has been published. The OAR will schedule a meeting with the Contractor, Designer, and any Owner's representatives to:

1) Review Form #009 POUA, all of its requirements and submit to the Contractor for appropriate acceptance and signature.
2) Review the attachments: punch list and the CofO.
3) Establish the date for the completion of the punch list items.
4) 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.
5) Review and accept the requested Contractor's written warranties and guarantees from its Subcontractors and Suppliers bearing the date of the POUA stating the period of warranty as required by the Contract Documents.

1.5 FINAL COMPLETION

A. General: Refer to the General Conditions of the Contract.

B. Procedures: Complete the following.

1. Before requesting final inspection for certification of Final Completion and final payment, prepare and submit to the OAR the following:

a. Contractor's certified copy of the Substantial Completion punch list of items to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance, and the list has been endorsed and dated by the OAR.

b. Final meter readings for utilities, and similar data as of the date of Substantial Completion, or when the Owner took possession of and responsibility for corresponding elements of the Work.
c. Closeout Documentation Manual.

2. If the OAR determines that the Work is ready, the Final Completion Inspection will be scheduled at a minimum of three (3) business days after the OAR's preliminary inspection.

3. The following parties will attend the Final Completion inspection: the OAR, the Contractor, and the Designer. The following Owner representatives may attend: GOAA ARFF, GOAA Construction, GOAA Engineering, GOAA Environmental, GOAA IT, GOAA Maintenance, GOAA Operations, GOAA Properties, GOAA Risk Management, and any involved tenant(s).

4. Upon acceptance of the Final Completion Inspection, the Designer, OAR and GOAA Maintenance are to sign off on Part IV of Form #008 SCA and provide the final inspection date. The OAR is to provide the Contractor's completed punch list which will be field verified and each item initialed complete by the Designer and the OAR. The OAR is to provide documentation of FAA/FDOT final inspections, as required. Part IV of Form #008 SCA must be completed prior to processing the Contractor's final pay application.

C. If necessary, re-inspection will be repeated at the Contractor's expense. Re-inspection Procedure: The OAR and Designer will re-inspect the Work upon receipt of notice that the Work, including inspection list items from earlier inspections, has been completed, except items whose completion has been delayed because of circumstances acceptable to the OAR and Designer. Repeat Final Completion Procedures above until Final Completion is accepted.

1.6 CLOSEOUT DOCUMENTATION MANUAL

A. Description: Submit the manual in a vinyl covered, 3-ring binder; white, with hard cover, with clear vinyl pockets on front (sized to hold 8-1/2" x 11" sheets) and spine (minimum spine size 1", maximum 3"). Binder shall be "View Binder" as manufactured by Avery Consumer Products, AVE 0560 series, or approved equal. Each section shall be divided by an 8-1/2" x 11" reinforced, clear ring binder index, 5 tabs, as manufactured by Wilson Jones, Stock No. WJ-54125, or approved equal. Documents shall also be submitted in PDF format on a CD. The PDF file shall be enabled for Adobe Reader's Comment and Markup functionality. All stamps and markings described herein shall be electronically duplicated.

1. Full size, machine lettered labels shall be inserted into the front, back, and spine pockets. Labels shall be on white paper with black print, and shall clearly identify the following:

GREATER ORLANDO AVIATION AUTHORITY
ORLANDO INTERNATIONAL AIRPORT
V-00982 MCO CAMPUS KEY & LOCK REPLACEMENT
CLOSEOUT MANUAL
(Date)

2. Contents of the Manual shall include:

a. First page shall be a Cover Page, identifying:

GREATER ORLANDO AVIATION AUTHORITY

ORLANDO INTERNATIONAL AIRPORT
V-00982 MCO CAMPUS KEY & LOCK REPLACEMENT
CLOSEOUT MANUAL
(Date)

b. Second page shall be a Table of Contents.
c. The next section shall list the Names, Addresses, Contacts, and Phone Numbers for the following:

1) OAR(s)
2) Designer(s)
3) Contractor
4) Subcontractors (first-tier)

d. Change Order Summary (prepared by GOAA)
e. Summary of Disbursements (prepared by GOAA)
f. Receipt/Acceptance Form for As-Built Documents

1) Progress and As-Built Drawing Certification(s) for each applicable Subcontractor (Exhibit D; prepared by Contractor)
2) GOAA Construction Form # 011 (prepared by OAR) with Transmittal to GOAA ENGINEERING (signed by GOAA Engineering)

g. Receipt Form for O&M Manuals (GOAA Construction Form # 012; prepared by OAR) with Transmittal to GOAA MAINTENANCE (signed by GOAA Maintenance)
h. Parking Permit Office Release Form (GOAA Construction Form # 001; prepared by Contractor) (signed by GOAA Ground Transportation)
i. Badge & I.D. Office Release Form (GOAA Construction Form # 002; prepared by Contractor) (signed by GOAA Access Control)
j. Key Shop Release Form (GOAA Construction Form # 003; prepared by Contractor) (signed by GOAA Lockshop)
k. Environmental Group Letter of Concurrence for Closeout (if applicable; prepared by GOAA)
l. Certificate(s) of Substantial Completion (GOAA Construction Form # 007; prepared by OAR)

1) Substantial Completion Acceptance with Final Substantial Completion Punch list initialed and dated by Contractor (GOAA Construction Form # 008; prepared by OAR)
2) Partial Occupancy / Use Agreement(s), or POUA (GOAA Construction Form # 009; prepared by OAR)
3) FAA / FDOT Final Inspection(s) (if applicable; if project has FAA and/or FDOT funding, provide documentation of the invitation to FAA / FDOT and/or the appropriate sign off)

m. Certificate(s) of Occupancy / Agency Sign Off (furnished by Contractor)
n. Current Certificate of Insurance: (furnished by Contractor)

1) 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 30 days prior written notice has been given to the Owner: and

2) a written statement that the Contractor knows no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents

o. Consent of Surety to Final Payment with Power of Attorney (AIA Form # G707; furnished by Contractor) (original)
p. Final Release Form from General Contractor (Specification Section 00 65 19.29; prepared by Contractor) (original, notarized with corporate seal)
q. Final Release Form(s) from Subcontractors / Suppliers (Specification Section 00 65 19.33; prepared by Subcontractor)
r. Final Payment Application (2 originals, signed and notarized by Contractor and signed by Designer and OAR (DBE/MWBE/LDB Disbursement Page completed with Subcontractor performance rating and total payment)
s. Executed Originals of Warranties/Guarantees.

1.7 AS-BUILT DOCUMENTS

A. General: Do not use as-built documents for construction purposes; protect from deterioration and loss in a secure, fire-resistive location; provide access to as-built documents for the OAR's reference during normal working hours.

1. Submit all As-Built Documents to the OAR as specified in Paragraph 1.3.B.
2. Include fire alarm and building control system(s) drawings and specifications.

B. As-Built Documents: As-Built Documents include Drawings, Specifications, Addenda, Change Orders, and other Modifications. Maintain a clean, undamaged set of blue or black line white-prints of Contract Drawings and Shop Drawings. Mark the set to show the actual installation where the installation varies from the Work as originally shown. Mark whichever drawing is most capable of showing conditions fully and accurately; where Shop Drawings are used, record a cross-reference at the corresponding location on the Contract Drawings. Give particular attention to concealed elements that would be difficult to measure and record at a later date.

1. Mark As-Built sets with red erasable pencil; use other colors to distinguish between variations in separate categories of the Work.
2. Mark new information that is important to the Owner, but was not shown on Contract Drawings or Shop Drawings.
3. Note related Change Order numbers where applicable.
4. Organize As-Built drawing sheets into manageable sets, bind with durable paper cover sheets, and print suitable titles, dates and other identification on the cover of each set.
5. Mark EVERY PAGE of the Drawings with "As-Built".

C. Accurate as-built documents are very important for the Owner and serve several important functions. The Owner utilizes the as-built documents for operation and maintenance, and future modifications, renovations, and particularly for mechanical, plumbing and electrical systems, which are mostly hidden from view.

1. The working as-built shall show, but shall not be limited to, the following:

a. All concealed and underground utilities, equipment, foundations or other permanent conditions shall be surveyed and documented. This includes all discovered conditions. All shall be tied to permanent benchmarks showing horizontal and vertical data

including but not limited to: beginning/end points, changes in direction points, inverts, grades of drainage, depths below the surface, all surface or underground components such as valves, manholes, drop inlets, clean outs, meters, corner points, etc. Each of the above shall also include a description of: actual quantity, size, and material. GPS coordinates are to be provided for all.

b. The location and dimensions of any changes within the building structure and architectural components. The dimensions shall be actual field measurements.
c. Correct dimensions and details transferred from shop drawings.
d. Correct grade, elevations, cross section, or alignment of roads, earthwork, structures or utilities if any changes were made from contract plans.
e. Actual location of anchors, construction and control joints, etc., in concrete.
f. Changes in location of equipment and architectural features.
g. Where Contract drawings or specifications present options, only the option selected for construction shall be shown on the final as-built prints. Cross out such words and phrases as "optimal requirement," "or approved substitution," etc., and list specifically the items of material provided.
h. Unusual or uncharted obstructions that are encountered in the contract work area during construction.
i. Changes in details of design or additional information obtained from working drawings specified to be prepared and/or furnished by the Contractor; including but not limited to fabrication, erection, installation plans and placing details, pipe sizes, insulation material, dimensions of equipment foundations, etc.
j. If borrow material for this project is from sources on the Owner's property, or if Owner's property is used as a spoil area, the Contractor shall furnish a contour map of the final borrow pit/spoil area elevations.
k. Layout and schematic drawings of electrical circuits and piping. See the Electrical Specifications for the level of detail required to be accurately documented.
l. Layout and schematic drawings of mechanical and plumbing systems and piping. All shall be tied to permanent benchmarks showing horizontal and vertical data of primary and secondary branches.
m. Systems designed or enhanced by the Contractor, such as HVAC controls, fire alarm, fire sprinkler, and irrigation systems. All shall be tied to permanent benchmarks showing horizontal and vertical data of primary and secondary branches.
n. Changes or modifications that result from the final inspection.

1.8 OPERATION & MAINTENANCE MANUALS

A. General: If all specified information can be submitted in a single binder without being overfilled, submit two (2) copies in a white binder with white labels.

1. If all of the information cannot be submitted in a single binder, submit two (2) per design discipline as follows:

a. Architectural; submit in a white binder with white labels.
b. Mechanical; submit in a white binder with green labels.
c. Fire Protection; submit in a white binder with red labels.
d. Electrical; submit in a black binder with white labels.
e. Civil; submit in a white binder with yellow labels.

2. Submit O&M Manuals to OAR as specified in Paragraph 1.3.B.

B. Description: Submit the manual in a vinyl covered, 3-ring binder; with hard cover, with clear vinyl pockets on front (sized to hold 8-1/2" x 11" sheets) and spine (minimum spine size 1", maximum 3"). Binder shall be "View Binder" as manufactured by Avery Consumer Products, AVE 0560 series, or approved equal. Provide additional binders if a single 3-inch binder is insufficient to contain all closeout information. Each section shall be divided by an 8-1/2" x 11" reinforced, clear ring binder index, 5 tabs. as manufactured by Wilson Jones, Stock No. WJ-54125, or approved equal. Documents shall also be submitted in PDF format on a CD. The PDF file shall be enabled for Adobe Reader's Comment and Markup functionality. All stamps and markings described herein shall be electronically duplicated.

1. Full size, machine lettered labels shall be inserted into the front, back, and spine pockets. Labels shall be on paper in color(s) specified with black print, and shall clearly identify the following:

GREATER ORLANDO AVIATION AUTHORITY
ORLANDO INTERNATIONAL AIRPORT
V-00982 MCO CAMPUS KEY & LOCK REPLACEMENT
O&M MANUAL
(Date)

2. Contents of the Manual shall include:

a. First page shall be a Cover Page, identifying:

GREATER ORLANDO AVIATION AUTHORITY
ORLANDO INTERNATIONAL AIRPORT
V-00982 MCO CAMPUS KEY & LOCK REPLACEMENT
O&M MANUAL
(Date)

b. Second page shall be a Table of Contents indicating the contents of the binder(s).
c. The third page shall list the Names, Addresses, Contacts, and Phone Numbers for the following:

1) OAR
2) Designer(s)
3) General Contractor
4) Subcontractors
5) Sub-subcontractors
6) Suppliers

d. The remaining portions of the manual shall be separated by each major division of work as identified by the Contract Documents.

1) PROJECT INFORMATION (Exhibit A).
2) Within each major division of work, each section shall be individually identified by a typed index/tab. For each specification requirement, submit the following information in the order outlined below:

a) Copies of all warranties/guarantees, as specifically required by the specification section, and Letters of Certification. Executed original

warranties/guarantees shall be included in the appropriate section of the Closeout Manual(s).

b) Copies of the "Approved" Shop Drawing/Submittals/ Equipment Manufacturer's Schematics. Oversized drawings shall be folded and inserted in clear vinyl pockets or, for large sets of drawings, provide an insert page stipulating that the drawings are stored at GOAA ENGINEERING. All copies shall be stamped with the appropriate review stamp, marked, signed, and dated.

c) Operation and Maintenance Instructions, including but not limited to:

- Manufacturer's Recommended Care and Cleaning
- Installation Instructions
- Parts Lists
- Lubrication Checklists
- Equipment Supplier Lists
- Special Instructions
- Preventive Maintenance Instructions.

d) Service and Maintenance Contracts: Include Name, address, and phone number and contact of Manufacturer's authorized repair company.

e) Completed GOAA Turnover Forms:

- Performance Verification and Demonstration to Owner (Exhibit B) signed by Contractor and GOAA representative
- Voltage and amperage Readings (Exhibit C) signed by Contractor, Designer and OAR
- Motor Test Information (Exhibit D) signed by Contractor and OAR
- Check-out Memo (Exhibit E) signed by Contractor and Manufacturer's representative

f) Equipment and/or Systems Test Data and Conductor Insulation Resistance Test Data Sheets by installer and/or manufacturer where required. Form(s) to be provided by the installer and/or manufacturer performing the test [Exhibits G, H (signed by Contractor, Designer and GOAA representative), I (signed by Contractor, Subcontractor and GOAA), J (signed by Contractor and OAR) and K (signed by Contractor, Designer and OAR)].

g) Copies of electrical panel schedules and directories.

C. Submit one copy of the O&M manual in PDF format on CD-ROM. Create a PDF file for each section of the manual. PDF files shall be named BPXXX OM Sec XXXXX.pdf

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 CLOSEOUT PROCEDURES

A. Operation and Maintenance Instructions: Arrange for each installer of equipment that requires regular maintenance to meet with the Owner's personnel to provide instruction in proper operation and maintenance. If installers are not experienced in procedures, provide instruction by manufacturer's representatives. Include a detailed review of the following items:

1. Operation and Maintenance manuals.
2. As-Built Documents.
3. Spare parts and materials.
4. Tools.
5. Lubricants.
6. Fuels.
7. Identification systems.
8. Control sequences.
9. Hazards.
10. Cleaning.
11. Warranties and bonds.
12. Maintenance agreements and similar continuing commitments.

B. As part of instruction for operating equipment, demonstrate the following procedures:

1. Start-up.
2. Shutdown.
3. Emergency operations.
4. Noise and vibration adjustments.
5. Safety procedures.

3.2 CLEANING

A. General: General cleaning during construction is required.

B. Final Cleaning: Refer to Section 01 74 23, Final Cleaning.

3.3 ATTACHMENTS

A. The following information sheets have been included in this Section:

1. Exhibit A: Project Information
2. Exhibit B: Performance Verification and Demonstration to Owner
3. Exhibit C: Voltage and Amperage Readings
4. Exhibit D: Motor Test Information
5. Exhibit E: Check-Out Memo
6. Exhibit F: Progress and As-Built Document Certification
7. Exhibit G: D-C High Voltage Cable Test Report
8. Exhibit H: Ground Test Information
9. Exhibit I: Spare Parts Certification Memo
10. Exhibit J: Existing Facilities Investigation Memo
11. Exhibit K: Conductor Insulation Resistance Test Memo
12. Example: Description Sheet – Cover
13. Example: Description Sheet - Spine

EXHIBIT A
PROJECT INFORMATION
Orlando International Airport

Contractor shall fill in the blanks below and insert in the Operation and Maintenance Manuals.
Submit one (1) sheet for each major division of Work.

Project Name: _____

Specification Division Number & Name: _____

Subcontractor: _____

Contact:_____ Phone: _____

Date Project Bid: _____

Project Start Date: _____

Days allowed for Construction: _____

Target Completion: _____

Substantial Completion Certification Date: _____

	Date Submitted	Date Provided
Close-out Documentation Manual:	_____	_____
Operation and Maintenance Manuals:	_____	_____
Owner Performance Verification and Demonstrations:	_____	_____
Manufacturer's Performance Verification Memos:	_____	_____
Manufacturer's Test Data:	_____	_____
Record Documents:	_____	_____

EXHIBIT B
PERFORMANCE VERIFICATION AND DEMONSTRATION TO OWNER
Orlando International Airport

This form verifies that the Owner has been given a demonstration of the proper operation on the equipment or systems noted below.

Project Name: _____

Specification Division Number & Name: _____

Equipment/Systems Demonstrated: _____

Along with a complete demonstration of the equipment/system, these items have been reviewed at this demonstration and shall be included in the Operation and Maintenance Manuals, under the appropriate specification section:

1) Written operating instructions.
2) Test data and performance verification information as required by the installer and/or manufacturer.
3) Maintenance information published by manufacture's representative.
4) Check-out Memo signed by manufacturer's representative.
5) Printed warranties by manufacturer of equipment.
6) Explanation of the warranty/guarantee on the system.
7) Prints showing actual "As-Built" conditions.

(Name of General Contractor) ___ (Signature, Title, Date)

(Name of Subcontractor) ___ (Signature, Title, Date)

A demonstration of the system/equipment in operation and of the maintenance procedures has been successfully completed.

GREATER ORLANDO AVIATION AUTHORITY

(Signature, Date) ___ (GOAA Department)

EXHIBIT C
VOLTAGE AND AMPERAGE READINGS
Orlando Executive Airport

Project Name: _____

Switchgear/Panelboard: _____

Full Load Amperage Readings: Date: _____ Time: _____

Phase A: _____
Phase B: _____
Phase C: _____
Neutral: _____
Ground: _____

Full Load Voltage Readings: Date: _____ Time: _____

Phase: A to N _____ A to B _____
B to N _____ A to C _____
C to N _____ B to C _____

Voltage at the End of the Longest Branch: _____

Type of Load: _____

No Load Voltage Readings: Date: _____ Time: _____

Phase: A to N _____ A to B _____
B to N _____ A to C _____
C to N _____ B to C _____

Contractor's Representative: _____ Date

Engineer's Representative: _____ Date

Owner's Authorized Representative: _____ Date

EXHIBIT D
MOTOR TEST INFORMATION
Orlando Executive Airport

Project Name: _____

Description of Motor: _____

Checked By: _____ Date Checked: _____

a) Name and Identifying Mark of Motor (Indicate at existing): _____

b) Manufacturer: _____

c) Model Number: _____

d) Serial Number: _____

e) RPM: _____

f) Frame Size: _____

g) Code Letter: _____

h) Horsepower: _____

i) Nameplate, Voltage and Phase: _____

j) Nameplate Amps: _____

k) Actual Voltage: _____

l) Actual Amps: _____

m) Starter Manufacturer: _____

n) Starter Size: _____

o) Heater Size, Catalog No. and Amp Rating: _____

p) Manufacturer of Dual-Element Fuse: _____

q) Amp Rating of Fuse: _____

r) Power Factor: _____

Contractor's Representative: _____
Date

Signature of Checker: _____
Date

Owner's Authorized Representative:

_____
Date

EXHIBIT E
CHECK-OUT MEMO
Orlando International Airport

This form shall be completed and a copy provided to the Owner at the Owner's Performance Verification and Demonstration meeting. A copy shall also be included in the specification section of the Operation and Maintenance Manual for the equipment checked.

Project Name: _____

Type of Equipment Checked: _____

Equipment Number: _____

Name of Equipment Manufacturer: _____

Signature below by the Manufacturer's authorized representative signifies that the equipment has been satisfactorily tested and checked out on the job by the manufacturer.

1. The attached Test Data and Performance Verification information was used to evaluate the equipment installation and operation.

2. The equipment is properly installed, has been tested by the manufacturer's authorized representative, and is operating satisfactorily in accordance with all requirements, except for items noted below. *

3. Written operating and maintenance information has been presented to the Contractor, and gone over with him in detail.

4. Sufficient copies of all applicable operating and maintenance information, part lists, lubrication checklists, and warranties have been furnished to the Contractor for insertion in the Operation and Maintenance Manuals.

Manufacturer's Representative: _____
(Print or Type Name and Title)

(Print or Type Address and Phone Number)

Signature of Manufacturer's Representative: _____
Date Checked
Witnessed By: _____
(Signature and Title of Contractor's Representative)

*Exceptions Noted at Time of Check-Out: (Use additional pages if necessary.)

EXHIBIT F
PROGRESS AND AS-BUILT DRAWING CERTIFICATION
Orlando International Airport

This form shall be completed and submitted with the As-Built Documents. Submit one form for each contractor/subcontractor providing as-built information. Include a copy of this form in the Close-out Documentation Manual.

Project Name: _____

Specification Division Number & Name: _____

The Contractor's and Subcontractor's signatures below certify that the attached drawings and specifications were marked and revised as items were installed/changed during the course of construction, and that these documents represent and accurate "As-Built" condition of the work as actually installed.

_____
(Name of General Contractor)

_____
(Signature, Title, Date)

_____
(Name of Subcontractor)

_____
(Signature, Title, Date)

EXHIBIT G
D-C HIGH VOLTAGE CABLE TEST REPORT
(Refer to Specification Section 26 00 90)

Project Name: _____
Location: _____

Description: _____
Rated Voltage: _____

TEST DATA

Set Leakage at Test Voltage _____ma Variac _____

Pri. Voltage _____ Sphere Gap _____Inches

Duct Temp. _____Ambient Temp._____ Weather_____
Cable Status _____1 hour prior to test.

TEST RESULTS

Phase or Conductor Starting Time	A	B	C	Remarks
	MA	MA	MA	
0				
15 sec.				
30 sec.				
45 sec.				
1 min.				
2 min.				
3 min.				
4 min.				
5 min.				

Final Test Voltage: _____ Time
Finish: _____

KV DC After 1 Min.: Test Procedure _____ No. of Terminals _____
Joints _____
Witnessed By: _____
Performed By: _____ _____

EXHIBIT H
GROUND TEST INFORMATION
(Refer to Specification Section 26 00 10)

Project Name: _____

Ground Type: _____

Test By: _____

Date of Test: _____

Ground Location: _____

Ground Type (rod, water pipe, etc.): _____

Prior to Connection to System: Ground: _____(OHMS)

After Connection to System: Ground: _____(OHMS)

Weather Conditions (Wet/Dry): _____ Soil Conditions (Wet/Dry): _____

Contractor's Representative: _____
Date

Engineer's Representative: _____
Date

Owner's Representative: _____
Date

EXHIBIT I
SPARE PARTS CERTIFICATION MEMO
(Refer to Division 26 Specifications)

This form shall be completed and a copy provided to the Owner at the Owner's Performance Verification and Demonstration meeting. A copy shall also be included in the specifications section of each Operation and Maintenance Manual for the equipment checked.

Name of Project: _____

Type of Spare Parts: _____

Specification Reference: _____

Quantity of Spare Parts: _____

Signature below by the Contractor and subcontractor signifies that the spare parts required by the drawings and/or specifications have been turned over to the Owner. Signature by the Owner acknowledges receipt of the same spare parts.

Name of General Contractor: _____

Authorized Signature and Title: _____

Date: _____

Name of Subcontractor: _____

Authorized Signature and Title: _____

Date: _____

Name of Owner: _____

Authorized Signature and Title: _____

Date: _____

EXHIBIT J
EXISTING FACILITIES INVESTIGATION MEMO
(Refer to Specification Section 26 00 90)

Name of Project: _____

The existing systems on the above project have been investigated and checked to determine the existing condition of all existing electrical systems within the area(s) affected by the scope of work on this project. The investigation consisted of testing all electrical systems/devices as required by Section 26 00 90 of these specifications.

All equipment was found to be operational except as noted herein:

_____

_____

_____

_____

_____

_____

_____

Name of Prime Contractor: _____

Authorized Signature and Title: _____
Date

Name of Authorized Owner Representative: _____

Authorized Signature and Title: _____
Date

Note To Contractor: Upon completion of investigation and one week prior to the commencement of work, submit five copies of the completed EXISTING FACILITIES INVESTIGATION MEMO to the Owner's Authorized Representative, signed and dated by the Contractor. The Owner's Authorized Representative signature and date is required to verify receipt of memo. Retain copy(ies) and submit copy of MEMO in each Operation and Maintenance Manual. Contractor shall submit quantities of Memos as required to present required information.

EXHIBIT K
CONDUCTOR INSULATION RESISTANCE TEST MEMO
(Refer to Specification Section 26 00 90)

NAME OF PROJECT: _____

Conductor Location From: _____ To: _____

Size of
Conductor _____

Insulation Type _____ Insulation Voltage Rating _____

Date of Test_____Time of Test _____

Weather Conditions _____

Test Voltage (DC) _____ Range _____

Megger Instrument/Serial Number _____

Testing Methodology _____

INSULATION RESISTANCE MEASUREMENT
(Acceptable Measurement not to be less than one (1) Megohm)

Phase A to Ground _____

Phase B to Ground _____

Phase C to Ground _____

Neutral to Ground _____

Isolated Ground to Ground _____

Name of General Contractor: _____

Authorized Signature and Title: _____
Date

Name of Consulting Engineer: _____

Authorized Signature and Title: _____
Date

Name of Owner's Authorized Representative: _____

Authorized Signature and Title: _____
Date

EXAMPLE - Description Sheet - Cover

GREATER ORLANDO
AVIATION AUTHORITY

ORLANDO
INTERNATIONAL
AIRPORT

BID PACKAGE NO. 000

[DESCRIPTION OF PROJECT]

OPERATION AND MAINTENANCE MANUAL

EXAMPLE - Description Sheet - Spine

G.O.A.A. **O.I.A.** **B.P. #000** **[DESCRIPTION OF PROJECT]** **ELECTRICAL** **OPERATION** **AND** **MAINTENANCE** **MANUAL**	**G.O.A.A.** **O.I.A.** **B.P. #000** **[DESCRIPTION OF PROJECT]** **SYSTEMS** **OPERATION** **AND** **MAINTENANCE** **MANUAL**

END OF SECTION 01 78 00

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