

**GREATER ORLANDO AVIATION AUTHORITY
ORLANDO INTERNATIONAL AIRPORT**



**ADDENDUM NUMBER ONE (1)
TO THE
CONTRACT DOCUMENTS: PROJECT MANUAL AND DRAWINGS
DATED: February 6, 2022
FOR
BP-496 EAST AIRFIELD TAXIWAYS REHABILITATION - PHASE 2
ORLANDO INTERNATIONAL AIRPORT
ORLANDO, FLORIDA**

The Documents Covering the Above Described Work Were Prepared By:

AECOM Technical Services, Inc.
7650 W. Courtney Campbell Causeway, Tampa, Florida 33607
Phone: (813) 636-2444

ADDENDUM DATE: February 25, 2022

Note: The bidder shall acknowledge receipt of this Addendum No. 1 on the Bid Form.

BP-496, EAST AIRFIELD TAXIWAYS REHABILITATION – PHASE 2

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 contract 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.
4. The following changes shall be made:

General Information:

1. The Bid Submission Date has been revised to March 15, 2022, **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 pm., local time, March 15, 2022.**
2. Deadline for Questions has been revised to March 7, 2022 12:00 pm, contact Clint Martin at clint.martin@aecom.com with any questions.
3. Deadline for issuing addenda has been revised to March 10, 2022.

Specifications – Division 0:

1. Division 0 from Volume 1 of the Project Manual shall be **Deleted** in its entirety and **Replaced** with the Attached Division 0.

Contractor's Questions:

1. Q: Please advise if Owner intends to award Schedule A or Schedule B or Schedule A and B?
A: The Owner intends to award either Schedule A, or Schedules A and B, subject to FAA AIP funding.
2. Q: Please advise if Contractor Quality Control Program Administrator (CQCPA) and QC Technicians are required to be a full-time dedicated staff employee or it can be a part time staff/craft with other responsibilities?
A: The CQCPA and QC Technicians must be full time staff designated for this Project, but can have other responsibilities as well.
3. Q: Please provide list of permit the contractor is responsible for?
A: Refer to Division 0, Specification Section GP-70, paragraph 70-03.
4. Q: Please advise if the Owner is responsible for testing such as concrete tests, density tests? Which specific tests Contractor will be responsible for?
A: The Bid Documents, specifically the technical specifications within Volume 2 of the Project Manual provide the details for testing requirements during construction.

5. Q: Contractor would like to request a copy of presentation from pre-bid meeting.
A: The pre-bid meeting minutes, which includes a copy of the presentation, has been uploaded to the box.com site that is available to all plan holders.
6. Q: Contractor would like to request a copy of attendees from pre-bid meeting and site visits.
A: The pre-bid meeting minutes, which includes the sign-in sheets for both the pre-bid conference site visit and the pre-bid conference meeting, has been uploaded to the box.com site that is available to all plan holders.
7. Q: Please advise if the existing subbase course can be re-used as P-154 subbase course?
A: No.
8. Q: Dwg # ISO.0.2 – Note #8 states Contractor is responsible for any water & other utilities needed to accomplish the work. Please advise how the incumbent contractor (The Middlesex Corporation) working on the taxiway is sourcing water and other utilities.
A: The Contractor is responsible for coordinating with OUC to get a meter and access to a local hydrant, GOAA is not obligated to provide access to their hydrants. If GOAA elects to provide access to their hydrants, this will need to be coordinated with GOAA and the OAR prior to the start of Construction. Any temporary power needed by the Contractor would be expected to be by generator.
9. Q: Will AutoCAD Files be available for this Project?
A: AutoCAD Files will be provided to the Contractor awarded the Project; AutoCAD Files will not be provided during the bidding phase.
10. Q: Please provide taxiway cores and geotechnical reports if available
A: The Geotechnical Report, which includes all geotechnical data gathered during the design phase of this project, is included in Volume 2 of the Project Manual.

LIST OF ATTACHMENTS:

- A. Division 0

DIVISION 0

DIVISION 0 – FEDERAL VERSION
TABLE OF CONTENTS

DIV 0	PROCUREMENT AND CONTRACTING REQUIREMENTS	
00 11 13	ADVERTISEMENT FOR BIDS-f	
GP 10	DEFINITION OF TERMS	
GP 20	BID REQUIREMENTS AND CONDITIONS (Instructions to Bidders)	
	20-01	Advertisement (Notice to Bidders)
	20-02	Qualification of Bidders
	20-03	Time of Completion
	20-04	Liquidated Damages
	20-05	Computation of Time
	20-06	Contents of Bid Documents
	20-07	Issuance of Bid Forms
	20-08	Interpretation of Estimated Bid Quantities for Unit Price Contracts
	20-09	Examination of Plans, Specifications and Site
	20-10	Preparation of Bid
	20-11	Responsive and Responsible Bidder
	20-12	Irregular Bids
	20-13	Bid Security
	20-14	Delivery and Receipt of Bids
	20-15	Withdrawal or Revision of Bids
	20-16	Public Opening of Bids
	20-17	Disqualification of Bidders
	20-18	Discrepancies and Omissions
	20-19	Obligation of Bidders
	20-20	Addenda – Changes While Bidding
	20-21	Required Licenses
	20-22	Power of Attorney and Countersignature
	20-23	Insurance Requirements
	20-24	Florida Sales, Other Taxes and Permits
	20-25	Notice and Service Thereof
	20-26	Public Entity Crimes Act and Owner's Debarment List
	20-27	Bid Checklist
	20-28	Disadvantaged Business Enterprise (DBE) Participation Program
	20-29	Equal Opportunity Report Statement
	20-30	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (2 CFR Part 1200 and 2 CFR part 180)
	20-31	Certification Regarding Foreign Trade Restrictions (49 CFR Part 30) Trade Restriction Certification (49 CFR Part 30)
	20-32	Buy American Certification
	20-33	Non-Segregated Facilities
	20-34	Certification Regarding Use of Contract Funds for Lobbying (49 CFR 20)
GP 30	AWARD AND EXECUTION OF CONTRACT	
	30-01	Consideration of Bids
	30-02	Award of Contract
	30-03	Cancellation of Award
	30-04	Return of Bid Security
	30-05	Requirements of Contract Bonds

ORLANDO INTERNATIONAL AIRPORT
 BP-496, EAST AIRFIELD TAXIWAYS
 REHABILITATION - PHASE 2

DIV 0	PROCUREMENT AND CONTRACTING REQUIREMENTS (cont.)	
	30-06	Execution of Contract
	30-07	Approval of Contract
	30-08	Failure to Execute Contract
	30-09	Allowances
	30-10	Ownership and Use of Designer's Drawings, Specifications and Other Documents
	30-11	Standard Forms
	30-12	Information and Services Required of the Owner
GP 40	SCOPE OF WORK	
	40-01	Intent of Contract
	40-02	Airport Layout Plan Change Request
	40-03	Alteration of Work and Quantities
	40-04	Procedures for Changes in the Work
	40-05	Omitted Items
	40-06	Extra Work
	40-07	Maintenance of Traffic
	40-08	Removal of Existing Structures
	40-09	Rights In and Use of Materials Found in the Work
	40-10	Cleaning Up
	40-11	Final Cleaning Up
	40-12	Warranty
	40-13	Taxes
	40-14	Governing Law
	40-15	Successors and Assigns
	40-16	Written Notice
	40-17	Rights and Remedies
	40-18	Interest
	40-19	Representations and Warranties
GP 50	CONTROL OF WORK	
	50-01	Authority of the Designer
	50-02	Role of the Owner's Authorized Representative (OAR)
	50-03	Conformity with Plans and Specifications
	50-04	List of Special Provisions
	50-05	Submittals – Shop Drawings, Product Data and Samples
	50-06	Coordination of Contract, Plans and Specifications
	50-07	Review of Contract and Field Conditions by Contractor
	50-08	Maintenance of Documents, Samples and As-Built Drawings at the Site
	50-09	Access to Work
	50-10	Cooperation of Contractor
	50-11	Cooperation Between Contractors
	50-12	Construction Layout and Stakes
	50-13	Authority and Duties of Quality Assurance (QA) Inspectors
	50-14	Inspection of the Work
	50-15	Removal of Unacceptable and Unauthorized Work
	50-16	Correction of Work
	50-17	Acceptance of Nonconforming Work
	50-18	Owner's Right to Stop the Work

ORLANDO INTERNATIONAL AIRPORT
 BP-496, EAST AIRFIELD TAXIWAYS
 REHABILITATION - PHASE 2

DIV 0	PROCUREMENT AND CONTRACTING REQUIREMENTS (cont.)	
	50-19	Owner's Right to Carry Out the Work
	50-20	Load Restrictions
	50-21	Maintenance During Construction
	50-22	Failure to Maintain the Work
	50-23	Partial Acceptance
	50-24	Substantial Completion
	50-25	Final Acceptance
	50-26	Claims for Adjustment and Disputes
	50-27	Procedures for Submitting Claims and Disputes
	50-28	Multiple Contracts with Contractor Setoff
	50-29	Owner's Audit Rights
GP 60	CONTROL OF MATERIALS	
	60-01	Source of Supply and Quality Requirements
	60-02	Samples, Tests and Cited Specifications
	60-03	Certification of Compliance/Analysis (COC/COA)
	60-04	Plant Inspection
	60-05	Owner's Authorized Representative Field Office
	60-06	Storage of Materials
	60-07	Unacceptable Materials
	60-08	Owner Furnished Materials
GP 70	LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC	
	70-01	Laws to be Observed
	70-02	FAA Required Provisions
	70-03	Permits, Licenses and Taxes
	70-04	Patented Devices, Materials and Processes
	70-05	Restoration of Surfaces Disturbed by Others
	70-06	Federal Aid Participation
	70-07	Sanitary, Health and Safety Provisions
	70-08	Public Convenience and Safety
	70-09	Construction Safety and Phasing Plan (CSPP)
	70-10	Use of Explosives
	70-11	Protection and Restoration of Property and Landscape
	70-12	Indemnification
	70-13	Third Party Beneficiary Clause
	70-14	Opening Sections of the Work to Traffic
	70-15	Contractor's Responsibility for Work
	70-16	Contractor's Responsibility for Utility Service and Facilities of Others
	70-17	FAA Facilities and Cable Runs
	70-18	NAVAIDS and Other Signals
	70-19	Furnishing Rights-of-Way
	70-20	Personal Liability of Public Officials
	70-21	No Waiver of Legal Rights
	70-22	Environmental Protection
	70-23	Archaeological and Historical Findings
	70-24	Protection of Persons and Property
	70-25	Insurance
	70-26	Confidentiality
	70-27	Public Records

ORLANDO INTERNATIONAL AIRPORT
 BP-496, EAST AIRFIELD TAXIWAYS
 REHABILITATION - PHASE 2

DIV 0	PROCUREMENT AND CONTRACTING REQUIREMENTS (cont.)	
	70-28	Whistle Blower Reporting Line
	70-29	E-verify
GP 80	EXECUTION AND PROGRESS	
	80-01	Subletting of Contract
	80-02	Subcontractual Relations
	80-03	Notice to Proceed (NTP)
	80-04	Execution and Progress
	80-05	Limitation of Operations
	80-06	Operational Safety on Airport During Construction
	80-07	Character of Workers, Methods and Equipment
	80-08	Temporary Suspension of the Work
	80-09	Determination and Extension of Contract Time
	80-10	Delay to Contractor
	80-11	Failure to Complete on Time
	80-12	Default and Termination of Contract
	80-13	Termination for Convenience
	80-14	Termination for National Emergencies
	80-15	Work Area, Storage Area and Sequence of Operations
GP 90	MEASUREMENT AND PAYMENT	
	90-01	Measurement of Quantities
	90-02	Scope of Payment
	90-03	Total Contract Price
	90-04	Schedule of Values
	90-05	Application and Certificate of Payment
	90-06	Certifications for Payment
	90-07	Decisions to Withhold Certification
	90-08	Continued Performance Pending Payment
	90-09	Compensation for Altered Quantities
	90-10	Payment for Omitted Items
	90-11	Payment for Extra and Force Account Work
	90-12	Subcontractor Payments
	90-13	Payment for Materials on Hand
	90-14	Acceptance and Final Payment
	90-15	Construction Warranty
	90-16	Contractor Final Project Documentation
SP-1	SPECIAL PROVISIONS 1 - FEDERAL CONSTRUCTION CONTRACT CLAUSES AT AIRPORT FACILITIES	
00 31 11	PROJECT DIRECTORY	
00 41 13	BID FORM-f (SINGLE-PRIME CONTRACT)	
00 41 13.15	EXHIBIT D - SCHEDULE OF DBE SUBCONTRACTOR PARTICIPATION OF TOTAL BID PRICE -f	
00 43 13	BID SECURITY FORM -f	
00 45 13	BIDDER'S QUALIFICATIONS	
00 45 49	CERTIFICATE AS TO CORPORATE PRINCIPAL	
00 52 13	CONTRACT FORM-f STIPULATED SUM (SINGLE-PRIME CONTRACT)	
00 61 13	PERFORMANCE AND PAYMENT BOND COVER SHEET-f	
00 61 13.13	PERFORMANCE BOND FORM-f	

ORLANDO INTERNATIONAL AIRPORT
 BP-496, EAST AIRFIELD TAXIWAYS
 REHABILITATION - PHASE 2

DIV 0	PROCUREMENT AND CONTRACTING REQUIREMENTS (cont.)	
00 61 13.16		PAYMENT BOND FORM-f
00 61 13.19		PERFORMANCE AND PAYMENT BOND CERTIFICATION FORM-f
00 62 16		CERTIFICATE OF INSURANCE FORM-f
00 62 76.19		PARTIAL RELEASE FOR REDUCTION OF RETAINAGE
00 62 93		CONSTRUCTION ADMINISTRATION FORMS
00 65 19.29		FINAL RELEASE FORM-f
00 65 19.33		SUBCONTRACTOR FINAL RELEASE FORM
00 73 19.13		HAZARDOUS MATERIALS
00 73 93		SPECIAL CONDITIONS REGARDING CONSTRUCTION AT AIRPORT FACILITIES
00 73 93.01		SECURITY AND BADGING AT AIRPORTS
00 73 93.03		SPECIAL PROJECT PROCEDURES FOR SENSITIVE SECURITY INFO

**GREATER ORLANDO AVIATION AUTHORITY
ADVERTISEMENT FOR BIDS**

The Greater Orlando Aviation Authority, hereinafter called "Owner," hereby requests sealed bids for **"BP-496, EAST AIRFIELD TAXIWAYS REHABILITATION - PHASE 2 (Project), at ORLANDO INTERNATIONAL AIRPORT."**

The objective of this project is to provide the construction for the rehabilitation of Taxiways J, L, N and Taxiway Connectors N1 through N6, located in the East Airfield between Runway 17L-35R and Runway 17R-35L. The construction work includes improvements to the taxiway pavement geometry and taxiway safety areas for compliance with the FAA current standards, mill and overlay for the existing asphalt pavement, resealing joints and replacing cracked slabs for the concrete pavement, applying surface treatment to the existing taxiway asphalt shoulders, and related improvements for the taxiway markings, lighting and signage.

This project will be bid as follows:

- Schedule A – Rehabilitation of Taxiway J: All work required for the rehabilitation of Taxiway J as described on the Plans and in the Specifications.
- Schedule B – Rehabilitation of Taxiways L, N and Taxiway Connectors N1 through N6: All work required for the rehabilitation of Taxiways L, N and Taxiway Connectors N1 through N6 as described on the Plans and in the Specifications.

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, March 15, 2022, at which time all bids received will be publicly opened the contents noted and read aloud.

On and after February 06, 2022, Bid Documents will be electronically available and may be obtained by contacting Clint Martin, Project Manager, Phone: 1-813-636-2444; Email: Clint.Martin@aecom.com. 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 275 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, Maintenance Shops Building, 8648 Casa Verde Road, Orlando, Florida 32827, Orlando, Florida on February 15, 2022 at 10:00am, local time. A Site Inspection may be conducted immediately prior to the Pre-Bid Conference at a time specified during the Pre-Bid Conference. The Pre-Bid Conference is the primary opportunity that 7:30am on February 15, 2022.

Any bidders interested in visiting the site will meet at the Bus Stop directly in front of the Annex Building on February 15, 2022 at 7:30am. A valid U.S. driver's license, government issued Photo ID or passport is required for identification and to allow escorted access to the airfield. NO WEAPONS of ANY KIND are permitted. Masks are required. Without proper identification and a mask, bidders will not be allowed to be

escorted on the airfield. 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 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.

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) Certification Regarding Foreign Trade Restriction; 7) the Standard Title VI Assurances and Nondiscrimination Provisions; 8) the Foreign Trade Restriction Certification (49 USC §50104 and 49 CFR part 30); and, 9) 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 Owner, 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 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.

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 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:

Goals for minority participation for each trade:	15.5%
Goals for female participation in each trade:	6.9%

These goals are applicable to all 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 non-federally 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, Office of Federal Contract Compliance Program (OFCCP), within ten (10) working days of award of any construction subcontract in excess of Ten Thousand Dollars (\$10,000.00) at any tier of 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 16%.

M. Carson Good, Chairman
Greater Orlando Aviation Authority

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BP-496 DELIVERY OF BIDS

Project Controls Office
11312 Terminal C Service Road, Orlando, FL 32824

DIRECTIONS

FROM THE 528:

Tradeport Dr south to Boggy Creek Rd. Make left.
1st light (Richard E Johnson Blvd) make left.
Make left at stop sign (Wiley Drive).
Make first right through fence gate
(large WARNING sign).
First right into complex.
Building is 2nd on right side.

FROM THE 417:

Boggy Creek Road North
3rd light (Richard E Johnson Blvd) make right.
Make left at stop sign (Wiley Drive).
Make first right through fence gate
(large WARNING sign).
First right into complex.
Building is 2nd on right side.



BP-496 BID OPENING

Conference Rooms Alpha/Bravo
11344 Terminal C Service Road, Orlando, FL 32824

DIRECTIONS

FROM THE 528:

Tradeport Dr south to Boggy Creek Rd. Make left.

1st light (Richard E Johnson Blvd) make left.

Make left at stop sign (Wiley Drive).

Make first right through fence gate
(large WARNING sign).

First right into complex.

Building is 4th on left side.

FROM THE 417:

Boggy Creek Road North

3rd light (Richard E Johnson Blvd) make right.

Make left at stop sign (Wiley Drive).

Make first right through fence gate
(large WARNING sign).

First right into complex.

Building is 4th on left side.



PART I – GENERAL PROVISIONS

SECTION 10 DEFINITION OF TERMS

Whenever the following terms are used in these specifications, in the Contract, or in any documents or other instruments pertaining to construction where these specifications govern, the intent and meaning shall be interpreted as follows:

10-01 AASHTO. The American Association of State Highway and Transportation Officials (AASHTO), the successor association to AASHO.

10-02 ACCESS ROAD. The right-of-way, the roadway and all improvements constructed thereon connecting the airport to a public roadway.

10-03 ADVERTISEMENT. A public announcement, as required by local law, inviting bids for work to be performed and materials to be furnished.

10-04 AIRPORT Airport means an area of land or water which is used or intended to be used for the landing and takeoff of aircraft; an appurtenant area used or intended to be used for airport buildings or other airport facilities or rights of way; airport buildings and facilities located in any of these areas, and a heliport.

10-05 AIRPORT IMPROVEMENT PROGRAM (AIP). A grant-in-aid program, administered by the Federal Aviation Administration (FAA).

10-06 AIR OPERATIONS AREA (AOA). The term air operations area (AOA) shall mean any area of the airport used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft. An air operation area shall include such paved or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiway, or apron.

10-07 APRON. Area where aircraft are parked, unloaded or loaded, fueled and/or serviced.

10-08 ASTM. Formerly known as the American Society for Testing and Materials (ASTM).

10-09 AWARD. The Owner's notice to the successful Bidder of the acceptance of the submitted Bid.

10-10 BID. *The written offer of the Bidder (when submitted on the approved Bid form) to perform the contemplated Work and furnish the necessary materials in accordance with the provisions of the plans and specifications. 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.*

10-11 BID DOCUMENTS. *The Bid Documents consist of the documents provided to the bidders upon which the Bid is to be based, including the Advertisement, Bid forms, Project Manual, Drawings, Specifications, written Instructions to Bidders, Invitation to Bid, Addenda, and the documents, reports and information referenced in such Bid Documents.*

10-12 BID SECURITY. *The bid security furnished with a Bid to guarantee that the Bidder will submit a responsive Bid, will not withdraw its Bid for a period time designated in GP-20 after the time and date fixed for the opening of Bids, and that if the Bidder is provided with a Notice of Intent to Award the Contract, it will enter into the Contract, will supply evidence of the authority of the person executing the Contract and the Bonds to do so; and will submit the required Payment and Performance Bonds and Certificates of Insurance, and all other required documents required by the Contract.*

10-4013 BIDDER. Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a *Bid proposal* for the work contemplated.

10-4414 BUILDING AREA. An area on the Airport to be used, considered, or intended to be used for airport buildings or other airport facilities or rights-of-way together with all airport buildings and facilities located thereon.

10-4215 CALENDAR DAY. Every day shown on the calendar.

10-4316 CERTIFICATE OF ANALYSIS (COA) The COA is the manufacturer's Certificate of Compliance (COC) including all applicable test results required by the specifications.

10-4417 CERTIFICATE OF COMPLIANCE (COC) The manufacturer's certification stating that materials or assemblies furnished fully comply with the requirements of the Contract. The certificate shall be signed by the manufacturer's authorized representative.

10-18 CLAIM. *A Claim is a demand or assertion 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. A Claim also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. Claims must be made by written notice and quantified pursuant to Section 50. Daily reports, job coordination meeting minutes and Requests for Change Orders do not constitute written notice of a Claim.*

10-19 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.*

10-46-20 CONTRACT. ~~A written agreement between the Owner and the Contractor that establishes the obligations of the parties including but not limited to performance of work, furnishing of labor, equipment and materials and the basis of payment. The awarded contract includes but may not be limited to: Advertisement, Contract form, Proposal, Performance bond, payment bond, General provisions, certifications and representations, Technical Specifications, Plans, Supplemental Provisions, standards incorporated by reference and issued addenda. The phrase Contract may be used as an abbreviation for Contract Documents, which together form the Contract for Construction.~~

10-21 CONTRACT DOCUMENTS: *The Contract Documents consist of the executed Contract between the Owner and Contractor, the Bid Documents, the Bid, and Contract Modifications issued after execution of the Contract.*

10-4722 CONTRACT ITEM (PAY ITEM). A specific unit of work for which a price is provided in the contract.

10-4523 CHANGE ORDER CONTRACT MODIFICATION. ~~A written order to the Contractor covering changes in the plans, specifications, or proposal quantities and establishing the basis of payment and contract time adjustment, if any, for work within the scope of the contract and necessary to complete the project. A Contract Modification is (1) a Change Order, (2) a Construction Change Directive, or (3) a Field Change Order.~~

10-1824 CONTRACT TIME. The number of calendar days ~~or working days~~, stated in the ~~proposal Bid Documents~~, allowed for completion of the Contract *for Substantial Completion of the Work*, including authorized time extensions. If a calendar date of completion is stated in the ~~proposal Bid Documents~~, in lieu of a number of calendar ~~or working~~ days, the *Work, or specific component of the Work as defined in the Contract Documents*, shall be completed by that date.

10-1925 CONTRACTOR. The individual, partnership, firm, or corporation primarily liable for the acceptable performance of the work contracted and for the payment of all legal debts pertaining to the work who acts directly or through lawful agents or employees to complete the contract work.

10-2026 CONTRACTORS QUALITY CONTROL (QC) FACILITIES. The Contractor's QC facilities in accordance with the Contractor Quality Control Program (CQCP).

10-2127 CONTRACTOR QUALITY CONTROL PROGRAM (CQCP). Details the methods and procedures that will be taken to assure that all materials and completed construction required by the Contract conform to Contract plans, technical specifications, *the Contract*, and other requirements, whether manufactured by the Contractor, or procured from subcontractors or vendors.

10-2228 CONTROL STRIP. A demonstration by the Contractor that the materials, equipment, and construction processes results in a product meeting the requirements of the specification.

10-2329 CONSTRUCTION PHASING SAFETY AND PHASING PLAN (CQSP). The overall plan for safety and phasing of a construction project developed by the airport operator *or Owner*, or developed by the airport operator's consultant and approved by the airport operator *or Owner*. It is included in the Invitation ~~for~~ to Bid and becomes part of the ~~p~~Project ~~s~~Specifications.

10-2530 DESIGNER ENGINEER. ~~The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for engineering, inspection, and/or observation of the contract work and acting directly or through an authorized representative. 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.~~

10-2431 DRAINAGE SYSTEM. The system of pipes, ditches, and structures by which surface or subsurface waters are collected and conducted from the airport area.

10-2632 EQUIPMENT. All machinery, together with the necessary supplies for upkeep and maintenance; and all tools and apparatus necessary for the proper construction and acceptable completion of the work.

10-2733 EXTRA WORK. An item of work not provided for in the awarded Contract as previously modified by Change Order or *Contract Modification supplemental agreement*, but which is found by the ~~Owner's Engineer or Resident Project Representative (RPR) OAR~~ to be necessary to complete the Work within the intended scope of the Contract as previously modified.

10-2834 FAA. The Federal Aviation Administration. When used to designate a person, FAA shall mean the Administrator or their duly authorized representative.

10-2935 FEDERAL SPECIFICATIONS. The federal specifications and standards, commercial item descriptions, and supplements, amendments, and indices prepared and issued by the General Services Administration.

10-36 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.*

10-3037 FORCE ACCOUNT. (a) Contract Force Account - A method of payment that addresses extra work performed by the Contractor on a time and material basis. (b) Owner Force Account - Work performed for the project by the Owner's employees.

10-38 GENERAL PROVISIONS. *Whenever, in the Specifications or on the Plans, the words "General Condition", "Special Conditions", "Special Provisions", it shall be understood that the intent and meaning shall be interpreted to be the same and refer to the General Provisions GP-10 to GP-120.*

10-3139 INTENTION OF TERMS. Whenever, in these specifications or on the plans, the words "directed," "required," "permitted," "ordered," "designated," "prescribed," or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the ~~Engineer~~ Owner and/or Resident Project Representative (RPR) OAR is intended; and similarly, the words "approved," "acceptable," "satisfactory," or words of like import, shall mean approved by, or acceptable to, or satisfactory to the Designer ~~Engineer~~ Owner and/or RPR OAR, subject in each case to the final determination of the Owner.

Any reference to a specific requirement of a numbered paragraph of the Contract specifications or a cited standard shall be interpreted to include all general requirements of the entire section, specification item, or cited standard that may be pertinent to such specific reference.

The intent of the Contract 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 Precedence provision contained in Section 50 shall apply.

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

10-3240 LIGHTING. A system of fixtures providing or controlling the light sources used on or near the airport or within the airport buildings. The field lighting includes all luminous signals, markers, floodlights, and illuminating devices used on or near the airport or to aid in the operation of aircraft landing at, taking off from, or taxiing on the airport surface.

10-41 LIQUIDATED DAMAGES: *Liquidated Damages are those damages identified in the GP-20 that the Owner may assess against the Contractor or its Surety for tardy Substantial or Final Completion of the Work and for the Contractor's failure to achieve any other milestone date identified in the Contract Documents .*

10-42 LUMP SUM CONTRACT. *Based on single Bid amount including all allowances to complete the entire Work of the Project.*

10-3343 MAJOR AND MINOR CONTRACT ITEMS. A major contract item shall be any item that is listed in the ~~proposal~~ Bid, the total cost of which is equal to or greater than 20% of the total amount of the award ~~Contract~~. All other items shall be considered minor contract items.

10-3444 MATERIALS. Any substance specified for use in the construction of the ~~Contract~~ Work.

10-3645 NOTICE TO PROCEED (NTP). A written notice to the Contractor to begin the actual Contract Work on a previously agreed to date. If applicable, the Notice to Proceed shall state the date on which the contract time begins.

10-3746 OWNER. The term "Owner" shall mean the party of the first part or the contracting agency signatory to the Contract. Where the term "Owner" is capitalized in this document, it shall mean airport Sponsor only. The Owner for this project is *the Greater Orlando Aviation Authority*.

10-47 OWNER'S AUTHORIZED REPRESENTATIVE (OAR). *The OAR is the individual, partnership, firm, or corporation duly authorized by the Owner to perform the OAR's responsibilities of the Contract Documents and will perform necessary inspections, observations, tests, and/or observations of tests of the Contract Work performed or being performed, or of the materials furnished or being furnished by the Contractor.*

10-3848 PASSENGER FACILITY CHARGE (PFC) Per 14 Code of Federal Regulations (CFR) Part 158 and 49 United States Code (USC) § 40117, a PFC is a charge imposed by a public agency on passengers enplaned at a commercial service airport it controls.

10-3949 PAVEMENT STRUCTURE. The combined surface course, base course(s), and subbase course(s), if any, considered as a single unit.

10-4050 PAYMENT BOND. The approved form of security furnished by the Contractor and their own surety as a guaranty that the Contractor will pay in full all bills and accounts for materials and labor or supplies used *directly or indirectly* in the construction of the Work.

10-4151 PERFORMANCE BOND. The approved form of security furnished by the Contractor and their own surety as a guaranty that the Contractor will complete the work in accordance with the terms of the Contract, *including all applicable warranties*.

10-4252 PLANS. The official drawings or exact reproductions which show the location, character, dimensions and details of the airport and the work to be done and which are to be considered as a part of the Contract, supplementary to the specifications. Plans may also be referred to as 'Contract Drawings' and include all graphic and pictorial portions of the Contract Documents, wherever located, showing the Work, generally including elevations, sections, details, schedules and diagrams.

10-4353 PROJECT. The agreed scope of work for accomplishing specific airport development with respect to a particular airport and 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.

~~**10-44 PROPOSAL** See *Bid* The written offer of the bidder (when submitted on the approved proposal form) to perform the contemplated work and furnish the necessary materials in accordance with the provisions of the plans and specifications.~~

~~**10-45 PROPOSAL GUARANTY** – See *BID SECURITY* The security furnished with a proposal to guarantee that the bidder will enter into a contract if their own proposal is accepted by the Owner.~~

10-54 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.*

10-4655 QUALITY ASSURANCE (QA). Owner's responsibility to assure that construction Work completed complies with specifications for payment.

10-4756 QUALITY CONTROL (QC). Contractor's responsibility to control material(s) and construction processes to complete construction in accordance with project specifications *and the Contract*.

10-4857 QUALITY ASSURANCE INSPECTOR (QA). An authorized representative of the *Designer Engineer* and/or *Resident Project Owner's Authorized Representative (OAR) RPR* assigned to make all necessary inspections, observations, tests, and/or observation of tests of the Work performed or being performed, or of the materials furnished or being furnished by the Contractor.

10-4958 QUALITY ASSURANCE LABORATORY (QA). The official quality assurance testing laboratories of the Owner or such other laboratories as may be designated by the *Designer Engineer* or *RPR OAR*. May also be referred to as *Designer's Engineer's, Owner's, or QA Laboratory*.

10-59 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.*

10-5060 RESIDENT PROJECT REPRESENTATIVE (RPR). See OAR. ~~The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for all necessary inspections, observations, tests, and/or observations of tests of the contract work performed or being performed, or of the materials furnished or being furnished by the Contractor, and acting directly or through an authorized representative.~~

10-5161 RUNWAY. The area on the airport prepared for the landing and takeoff of aircraft.

10-5262 RUNWAY SAFETY AREA (RSA). A defined surface surrounding the runway prepared or suitable for reducing the risk of damage to aircraft. See the construction safety and phasing plan (CSPP) for limits of the RSA.

10-5363 SAFETY PLAN COMPLIANCE DOCUMENT (SPCD). Details how the Contractor will comply with the CSPP.

10-5464 SPECIFICATIONS. A part of the Contract containing the written directions and requirements for completing the Contract Work, *including requirements for materials, equipment, construction systems, standards and workmanship, and performance of related services*. Standards for specifying materials or testing which are cited in the Contract specifications by reference shall have the same force and effect as if included in the Contract physically.

10-5565 SPONSOR. A Sponsor is defined in 49 USC § 47102(24) as a public agency that submits to the FAA for an AIP grant; or a private Owner of a public-use airport that submits to the FAA an application for an AIP grant for the airport. See definition above of "Owner."

10-5666 STRUCTURES. Airport facilities such as bridges; culverts; catch basins, inlets, retaining walls, cribbing; storm and sanitary sewer lines; water lines; underdrains; electrical ducts, manholes, handholes, lighting fixtures and bases; transformers; navigational aids; buildings; vaults; and, other manmade features of the airport that may be encountered in the work and not otherwise classified herein.

10-5767 SUBGRADE. The soil that forms the pavement foundation.

10-68 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 Section 50 and Section 01 78 00, having been fulfilled.*

10-5869 SUPERINTENDENT. The Contractor's executive representative who is present on the Work during progress, authorized to receive and fulfill instructions from the ~~RPR~~ Owner and/or OAR, and who shall supervise and direct the construction.

10-5970 SUPPLEMENTAL AGREEMENT. ~~A written agreement Contract Modification between the Contractor and the Owner that establishes the basis of payment and Contract Time adjustment, if any, for the work affected by the supplemental agreement. A supplemental agreement is required if: (1) in scope Work would that increases or decreases the total amount of the awarded Contract by more than 25%; (2) in scope Work would that increases or decreases the total of any major Contract item by more than 25%; (3) work that is not within the scope of the originally awarded Contractor (4) adding or deleting of a major Contract item. See CONTRACT MODIFICATION~~

10-6071 SURETY. The corporation, partnership, or individual, other than the Contractor, executing payment or performance bonds that are furnished to the Owner by the Contractor.

10-6472 TAXILANE. A Taxiway designed for low speed movement of aircraft between aircraft parking areas and terminal areas.

10-6273 TAXIWAY. The portion of the air operations area (AOA) of an airport that has been designated by competent airport authority for movement of aircraft to and from the airport's runways, aircraft parking areas, and terminal areas.

10-74 UNIT PRICE CONTRACT. *Based on specific units of Work for which unit prices are provided in the Bid Form and totaled to provide the Bid amount. Unless otherwise specified in the Contract Documents, payment on a Unit Price Contract will be made on the basis of actual quantities of Work performed at the Unit Price defined in the Contract.*

10-6475 WORK. The furnishing of all labor, materials, tools, equipment, and incidentals necessary or convenient to the Contractor's performance of all duties and obligations imposed by the Contract, plans, and specifications, *whether completed or partially completed and includes all services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or part of the Project and may refer to all or a portion of the labor, materials, tools, equipment, and incidentals necessary or convenient to the Contractor's performance of all duties and obligations imposed by the Contract Documents, plans, and specifications. The terms "Work" and "work" may be interchangeable and shall have the same meaning throughout the Contract Documents.*

10-6576 WORKING DAY. A working day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the Contractor may proceed with regular work as set forth in GP Section 80. ~~for at least six (6) hours toward completion of the contract.~~ When Work is suspended for causes beyond the Contractor's control, it will not be counted as a working day. Saturdays, Sundays and holidays on which the Contractor's forces engage in regular work will be considered as working days.

END OF SECTION 10

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SECTION 20 BID REQUIREMENTS AND CONDITIONS – INSTRUCTIONS TO BIDDERS

20-01 ADVERTISEMENT (Notice to Bidders).

Refer to Section 00 11 13 – ADVERTISEMENT FOR BIDS of the Project Manual for the advertisement relating to this Project.

20-02 QUALIFICATION OF BIDDERS.

Each bidder shall submit evidence of competency and evidence of financial responsibility to perform the work to the Owner at the time of bid opening.

Evidence of competency, unless otherwise specified *in the advertisement or the Bid Documents*, shall consist of statements covering the bidder's past experience on similar work, and a list of equipment and a list of key personnel that would be available for the work.

The Bidder is required to have successfully completed, within the last five years, similar work as specified in the Bidder's Qualifications Specifications Section 00 45 13 (if required by the Bid Documents). If the Bidder intends to subcontract any portion of the project components that are specified in the Bidder's Qualifications Specifications Section 00 45 13, the Bidder shall designate the subcontractor's prior experience in Section 00 45 13. Failure to complete Section 00 45 13, or the failure to demonstrate the required minimum experience, may cause the Bidder to be considered not qualified or the Bid to be considered non-responsive and the Bid rejected.

The Owner reserves the right to request any additional supporting documents deemed necessary after the Bid opening regarding the Bidder's previous work experience, and the Bidder shall provide such information within 48 hours of such request.

In addition, if required by the Bid Documents, each bidder shall furnish the Owner satisfactory evidence of their financial responsibility. Evidence of financial responsibility, unless otherwise specified, shall consist of a confidential statement or report of the bidder's financial resources and liabilities as of the last calendar year or the bidder's last fiscal year. Such statements or reports shall be certified by a public accountant. At the time of submitting such financial statements or reports, the bidder shall further certify whether their financial responsibility is approximately the same as stated or reported by the public accountant. If the bidder's financial responsibility has changed, the bidder shall qualify the public accountant's statement or report to reflect the bidder's true financial condition at the time such qualified statement or report is submitted to the Owner.

Unless otherwise specified, a bidder may submit evidence that it is pre-qualified with the ~~State Highway Division~~ Florida Department of Transportation (FDOT) and ~~are~~ is on the current "bidder's list" of the state in which the ~~for the~~ proposed Work is located. Evidence of ~~State Highway Division~~ Florida Department of Transportation (FDOT) prequalification may be submitted as evidence of financial responsibility in lieu of the certified statements or reports specified above.

20-03 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. 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, unless an appropriate extension of time has been

granted in writing. This time period is inclusive of a Sixty (60) calendar day submittal period during which no work will be performed at the job site unless authorized by the Owner or OAR.

The time of completion for this Work, as used throughout the Contract, shall be as follows:

Schedule A (Only):

One Hundred Sixty-Five (165) calendar days to achieve Substantial Completion, commencing from the issuance of the Notice to Proceed.

Schedules A & B (Combined):

Two Hundred Seventy-Five (275) calendar days to achieve Substantial Completion, commencing from the issuance of the Notice to Proceed.

Final Completion shall be achieved within Forty-Five (45) calendar days from the date of Actual Substantial Completion.

20-04 LIQUIDATED DAMAGES

The Owner and Contractor acknowledge and agree that time is of the essence in the completion of the Work. The Owner and the Contractor acknowledge and agree that the amount of damages for delay in the performance and completion of the Work is impossible to determine as of the date of execution of the Contract and will be difficult, if not impossible to quantify with any reasonable certainty. Therefore, Owner and Contractor acknowledge and agree *that if a milestone date identified in the Contract Documents, including Substantial Completion or Final Completion and milestone dates identified in the Contract Documents are not achieved within the established time frame, as adjusted by Contract Modifications, if any, the Contractor and the Contractor's surety shall be liable to the Owner for Liquidated Damages for such delay, not as a penalty but as compensation to the Owner for its damages incurred due to such delay, as follows: ten thousand and 00/100 Dollars (\$10,000) 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 if specified in the Contract Documents, every consecutive calendar day elapsing between the date fixed for a defined milestone and the date that the milestone is actually achieved; and five thousand and 00/100 Dollars (\$5,000) 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.*

In the event the Contractor fails to perform any other covenant or condition of this Contract relating to the Work, the Contractor shall become liable to the Owner for any actual damages which the Owner may sustain as a result of such failure on the part of the Contractor. 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.

20-05 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.

20-03 06 CONTENTS OF PROPOSAL FORMS BID DOCUMENTS

The Owner's ~~proposal forms~~ Bid Documents state the location and description of the proposed construction; the place, date, and time of opening of the ~~proposals~~-Bids; and, for a Unit Price Contract, the estimated

quantities of the various items of ~~w~~Work to be performed and *materials* to be furnished for which unit bid prices are asked. The ~~proposal form~~ *Bid Documents* states the time in which the Work must be completed, and the amount of the ~~proposal guaranty~~ *Bid Security* that must accompany the *Bid*. ~~proposal~~. The Owner will accept only those ~~Proposals~~ *Bids* properly executed on physical forms or ~~electronic forms~~ provided by the Owner. Bidder actions that may cause the Owner to deem a ~~proposal~~ *Bid* irregular are given in paragraph 20-12 IRREGULAR ~~proposals~~ *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.

The Project Plans or Drawings, Specifications, and other documents designated in the Bid Documents shall be considered a part of the Bid whether attached or not. 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, the time in which the Work must be completed, and the amount of the Bid Security.

20-04 07 ISSUANCE OF PROPOSAL BID FORMS

The Owner reserves the right to refuse to issue a ~~proposal~~ *Bid* form to a prospective bidder if the bidder is in default for any of the following reasons:

- a. Failure to comply with any prequalification regulations of the Owner, if such regulations are cited, or otherwise included, in the ~~proposal~~ *Bid* as a requirement for bidding.
- b. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force with the Owner at the time the Owner issues the ~~proposal~~ *Advertisement* to a prospective bidder.
- c. Documented record of Contractor default under previous contracts with the Owner.
- d. Documented record of unsatisfactory work on previous contracts with the Owner.

20-05 08 INTERPRETATION OF ESTIMATED PROPOSAL BID QUANTITIES FOR UNIT PRICE CONTRACTS.

For Unit Price Contracts, an estimate of quantities of work to be done and materials to be furnished under these specifications is given in the ~~proposal~~ Bid Documents. It is the result of careful calculations and is believed to be correct. It is given only as a basis for comparison of ~~proposals~~ bids and the award of the contract. The Owner does not expressly, or by implication, agree that the actual quantities involved will correspond exactly therewith; nor shall the bidder plead misunderstanding or deception because of such estimates of quantities, or of the character, location, or other conditions pertaining to the work. Payment to the Contractor will be made only for the actual quantities of work performed or materials furnished at the unit prices defined in the Bid in accordance with the plans and specifications. It is understood that the quantities may be increased or decreased as provided in the Section 40, paragraph 40-03 ALTERATION OF WORK AND QUANTITIES, without in any way invalidating the unit bid prices defined in the Bid.

20-06 09 EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE.

The Bidder is ~~expected~~ *required* to carefully examine the site of the proposed Work, the ~~proposal~~ *Bid Documents*, Plans, Specifications, and Contract Documents ~~forms~~. Bidders shall satisfy themselves to the

character, quality, and quantities of Work to be performed, materials to be furnished, and to the requirements of the proposed Contract. The submission of a ~~proposal~~ Bid shall be prima facie evidence that the Bidder has made such examination and is satisfied as to the conditions to be encountered in performing the Work and as to the requirements of the proposed Contract, Plans, and Specifications. *A site visit will be conducted either following the Pre-Bid Conference or at a time specified during the period allowed for bidding.*

Boring logs and other records of subsurface investigations and tests ~~are~~ may be available for inspection of Bidders. It is understood and agreed that such subsurface information, whether included in the plans, specifications, or otherwise made available to the Bidder, was obtained and is intended for the Owner's design and estimating purposes only. Such information has been made available for the convenience of all Bidders. It is further understood and agreed that each Bidder is solely responsible for all assumptions, deductions, or conclusions which it may make or obtain from his/her examination of the boring logs and other records of subsurface investigations and tests that ~~are~~ may be furnished by the Owner.

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.

20-07 10 PREPARATION OF PROPOSAL BID.

The Bidder shall submit his/her Bid on the forms furnished by the Owner. All blank spaces in the ~~proposal~~ Bid forms must be correctly filled in where indicated for each and every item for which a quantity is given. The Bidder shall state the price (written in ink or typed) both in words and numerals for which it proposes to do each pay item furnished in the ~~proposal~~ Bid. In case of conflict between words and numerals, the words, unless obviously incorrect, shall govern.

No modifications to the Bid Documents shall be permitted, unless made pursuant to an addendum. Bids must be submitted on an exact reproduction of the Bid forms provided.

The Bidder shall correctly sign the proposal in ink. If the ~~proposal~~ Bid is made by an individual, their name and post office address must be shown. If made by a partnership, the name and post office address of each member of the partnership must be shown. If made by a corporation, the person signing the proposal shall give the name of the state where the corporation was chartered and the name, titles, and business address of the president, secretary, and the treasurer. Anyone signing a ~~proposal~~ Bid as an agent shall file evidence of their authority to do so and that the signature is binding upon the firm or corporation.

If the Bidder is a corporation that was incorporated outside of the State of Florida, the Bidder shall provide with its Bid a current Certificate of Good Standing issued by its state of incorporation, demonstrating that the corporation is in good standing. The Certificate must be dated within thirty days prior to the date of Bid opening.

If the Bidder is a joint venture, then the Bidder shall provide with the Bid, a copy of: 1) the Joint Venture Agreement; 2) Statements of Authority (as set out in the Florida Administrative Code, Rule 6164-15.002), giving the licensed Contractor full authority to conduct the contracting business of the joint venture; and, 3) documentation of approval from the Construction Industry Licensing Board of Items 1 and 2 above, if applicable.

20-08 11 RESPONSIVE AND RESPONSIBLE BIDDER.

A responsive *Bid* conforms to all significant terms and conditions contained in the Owner's Invitation ~~for~~ to Bid. It is the Owner's responsibility to decide if the exceptions taken by a Bidder to the Bid Documents are material or not and the extent of deviation it is willing to accept.

20-09 12 IRREGULAR PROPOSALS BIDS.

~~Proposals~~ *Bids* shall ~~may~~ be considered irregular for, *including, but not limited to*, the following reasons:

- a. If the ~~proposal~~ *Bid* is on a form other than that furnished by the Owner, or if the Owner's form is altered, or if any part of the ~~proposal~~ *Bid* form is detached.
- b. If there are unauthorized additions, *conditions, limitations, or exceptions to the Bid Documents or Contract Documents or any unauthorized conditional or alternate pay items*, or irregularities of any kind which make the ~~proposal~~ *Bid* incomplete, indefinite, or otherwise ambiguous.
- c. If the ~~proposal~~ *Bid* does not contain a unit price for each pay item listed in the ~~proposal~~ *Bid*. ~~except in the case of authorized alternate pay items, for which the bidder is not required to furnish a unit price.~~
- d. If the ~~proposal~~ *Bid* contains unit prices that are obviously unbalanced.
- e. If the ~~proposal~~ *Bid* is not accompanied by the ~~proposal~~ *Bid Security* specified by the Owner.
- f. If the applicable Disadvantaged Business Enterprise information is incomplete.

The Owner reserves the right to reject ~~or downgrade~~ any irregular ~~proposal~~ *Bid* and the right to waive technicalities if such waiver is in the best interest of the Owner and conforms to local laws and ordinances pertaining to the letting of construction contracts.

20-10 13 BID GUARANTEE SECURITY.

Each ~~separate proposal~~ *Bid* shall be accompanied by a ~~bid bond~~ *Bid Security* in the form of a certified cashier's check made payable to the Owner or a Bid Bond in the form contained in the Contract Documents, duly executed by the Bidder as Principal and a Surety thereon a surety company fulfilling the qualifications and Power of Attorney requirements described in GP 30. Cash will not be accepted as a Bid Security.

The Bid Security shall be in an amount not less than ten percent (10%) of the amount of the Total Bid Price. The Bid Security shall guarantee that the Bidder will not withdraw the Bid for a period of 240 days after the time and date fixed for the opening of Bids. If the Bidder improperly withdraws its Bid or if the Bidder receives a Notice of Intent to Award the Contract, and fails to execute and deliver to the Owner any of the Contract Documents within ten (10) days after the date of the Notice of Intent to Award, the Owner shall be entitled to the full amount of the Bid Security, not as a penalty, but in liquidation of and compensation for damages. A Notice of Intent to Award may then be provided to the next lowest, qualified, responsible Bidder whose Bid is responsive to the Invitation to Bid.

20-1014 DELIVERY OF AND RECEIPT OF BIDS PROPOSAL

Bids shall be hand delivered or mailed to the exact place specified in the Invitation to Bid. Bids must be submitted in sealed envelopes 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: "BID PACKAGE NO. BP-496, EAST AIRFIELD TAXIWAYS REHABILITATION - PHASE 2, 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.

20-4115 WITHDRAWAL OR REVISION OF PROPOSALS. BIDS

A bidder may withdraw or revise (by withdrawal of one ~~proposal bid~~ and submission of another) a ~~proposal bid~~ provided that the bidder's request for withdrawal is received by the Owner in writing ~~or by telegram~~ before the time specified for opening bids. Revised ~~proposals bids~~ must be received at the place specified in the advertisement before the time specified for opening all bids. *If the Bidder improperly withdraws its Bid, the Owner may seek recourse against the Bid Security as set forth in the Bid Security Section.*

20-4216 PUBLIC OPENING OF PROPOSALS. BIDS

~~Proposals Bids~~ shall be opened, and read, publicly at the time and place specified in the advertisement ~~Invitation to Bid~~. Bidders, their authorized agents, and other interested persons are invited to attend. ~~Proposals Bids~~ that have been withdrawn (by written ~~or telegraphic~~ request) or received after the time specified for opening bids shall be returned to the bidder unopened.

20-4317 DISQUALIFICATION OF BIDDERS.

A bidder shall be considered disqualified for any of the following reasons:

- a. Submitting more than one ~~proposal Bid~~ from the same *individual*, partnership, firm, or corporation under the same or different name.
- b. Evidence of collusion among bidders. Bidders participating in such collusion shall be disqualified as bidders for any future work of the Owner until any such participating bidder has been reinstated by the Owner as a qualified bidder.
- c. ~~If the bidder is considered to be in "default" for any reason specified in the subsection titled ISSUANCE OF PROPOSAL PROPOSAL FORMS of this section.~~
- c. *If the Bidder is committed by contract to work, 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. *If the Bidder is 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. *If the Bidder has performed poor, negligent or defective 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;*
- g. *Not possessing the required licenses, registrations or certifications to perform the Work; or*
- h. *Any other reason required by applicable law or regulation.*

20-4518 DISCREPANCIES AND OMISSIONS ~~Discrepancies and Omissions.~~ A Bidder who discovers discrepancies or omissions with the project Bid Documents shall immediately notify the Owner ~~Engineer~~ of the matter. A bidder that has doubt as to the true meaning of a project requirement may submit to the Owner ~~Owner's Engineer~~ a written request for interpretation no later than *nine (9) days* prior to bid opening.

Any interpretation of the project Bid Documents by the ~~Owner's Engineer~~ Designer will be by written addendum issued by the Owner or Designer. The Owner will not consider any instructions, clarifications or interpretations of the Bid Documents in any manner other than written addendum.

20-19 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.

20-20 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 AECOM Technical Services, Inc., Attn. Clint Martin, Project Manager 7650 W. Courtney Campbell Causeway, Tampa, Florida 33607, Phone: 1-813-636-2444, Email: Clint.Martin@aecom.com, and must be received at least nine (9) calendar days prior to the date fixed for the receipt 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 AECOM Technical Services, Inc. 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, 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.

20-21 REQUIRED LICENSES

Each Bid shall include a copy of all necessary licenses, registrations or certifications that are required to perform the Work. As a minimum qualification for building (vertical) construction, Bidder shall possess the necessary license(s) and be certified in accordance with Chapter 489, Florida Statutes.

When a General Contractor's license is required it shall be of the General Contracting type defined in Florida Statutes Section 489.105(3)(a).

20-22 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 Power of Attorney attached.

20-23 INSURANCE REQUIREMENTS The selected Bidder will be required to provide insurance Inside the Aircraft Operations Area as listed below in accordance with the GP-70.

<u>Type of Insurance Policy</u>	<u>Amount</u>
Commercial General Liability: Maximum Deductible or Self-insured Retention: Coverage shall include Products & Completed Operations and Contractual liability for the entire period of the statute of repose contained in Florida Statutes 95.11.	\$5,000,000.00 Each Occurrence \$100,000.00
Automobile Liability: Limit Maximum Deductible or Self-insured Retention:	\$5,000,000.00 Combined Single \$100,000.00
Workers Compensation And Employers' Liability	Statutory Limit \$500,000 each accident \$500,000 disease-policy limit \$500,000 disease-each employee
Pollution Liability Coverage: Maximum Deductible or Self-insured Retention:	\$3,000,000, each Claim \$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 the General Provisions Section 70-25 for Additional Insured requirements.

20-24 FLORIDA SALES, OTHER TAXES AND PERMITS

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.~~

~~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.~~

20-25 NOTICE AND SERVICE THEREOF

All notices given by the Owner, OAR or the Designer, under the provisions of the Contract Documents, shall be in writing and delivery may be by either of the following methods:

- a. *By delivery of the notice to the Bidder or to any officer of the Bidder if Bidder is a corporation, or to any agent of the Bidder.*
- b. *By mailing the notice by United States mail to the address of the Bidder shown on the Bid.*

Notices given by the Owner, OAR or the Designer shall be effective upon mailing, if mailed

20-26 PUBLIC ENTITY CRIMES ACT AND OWNER'S DEBARMENT LIST

By signing the Bid Form, the Bidder represents that it is not precluded from submitting a bid 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."

Further, any entity or individual placed on the Owner's Debarment List pursuant to the Owner 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 Owner, on behalf of the Owner, or on the Owner's property, regardless of whether there is a contractual relationship with the Owner. The Owner will disqualify any submission, bid or proposal that includes a person or entity on the Owner's Debarment List. You may request a copy of the Owner's Debarment List for your review at the following email: debarmentlist@goaa.org.

20-27 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 your Bid being rejected, please confirm that you have properly completed or complied with the following:

- a. **BID DELIVERY**
 - o *Envelope sealed, labeled and addressed as specified in General Provisions Section 20 – BID REQUIREMENTS AND CONDITIONS*
 - 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 *If Bidder is a foreign corporation, submit Certificate of Good Standing*
 - o *If Bidder is a joint venture, see specific requirements*
 - o *Confirm that there are no mathematical errors*
- c. **00 43 13 - BID SECURITY (or Cashier's Check)**
 - o *In proper amount (10% of Total Bid Price)*

- o *If Bid Bond:*
 - o *On Proper Form*
 - o *Blanks completed and dated*
 - o *Executed by principal, surety, and witnesses*
 - o *Countersignature executed*
 - o *Power-of-Attorney attached to Bond for Surety and Florida agent*
 - o *Surety properly rated and authorized to transact business in Florida*

- d. *DBE Exhibits (All Exhibits are required. If a form is not applicable, indicate N/A on the form.)*
 - o *00 41 13.15 – Exhibit D – Schedule of DBE Subcontractor Participation of Total Bid Price – TO BE SIGNED BY THE BIDDER*
 - o *SUBMIT COPY OF GOOD-FAITH EFFORT, if required by the Owner’s Policies.*

- e. *Joint Venture agreement, if applicable*

- f. *00 45 13- BIDDER’S QUALIFICATIONS – if required*
 - o *Qualifications experience (list all appropriate project experience)*
 - o *Qualifications supplement (provide all requested information)*

- g. *SUBMIT COPY OF ALL REQUIRED LICENSES*

- h. *00 45 49 - CERTIFICATE AS TO CORPORATE PRINCIPAL, if Bidder is a corporation*

*****WARNING*****

This checklist may not 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.

FEDERAL BIDDING REQUIREMENTS:

20-28 DISADVANTAGED BUSINESS ENTERPRISE (DBE) 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 Owner’s award of this contract is conditioned upon the Bidder satisfying the good faith effort requirements of 49 CFR §26.53.

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

If a DBE participation contract goal has been established for this Solicitation, all Bidders shall complete and submit the schedule of DBE subcontractor *participation, Exhibit D to these Documents, with the Bid*, as a condition of bid responsiveness, and include the following information:

- (1) The names and addresses of the DBE firms that will participate in the Contract;

- (2) A description of the work that each DBE firm will perform;
- (3) The dollar amount of the participation of each DBE firm listed under (1)
- (4) Written statement from Bidder that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal; and
- 5) If Bidder cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder as described in appendix A to 49 CFR part 26.

The successful Bidder must provide written confirmation of participation from each of the DBE firms the Bidder lists in Exhibit D within 5 days of receiving the Owner's notice of award or with the Bid Documents as a condition of Bidder responsibility.

Questions concerning the DBE program can be addressed to the Owner's Office of Small Business Development, Attn. Mr. George Morning, Director, Greater Orlando Aviation Authority, Orlando International Airport, One Airport Blvd., Orlando, FL 32827; phone number (407) 825-7130, E-mail george.morning@goaa.org.

The Owner reserves the right to require compliance with its MWBE and/or LDB Programs in the event federal funding is not used for the Contract.

20-29 EQUAL OPPORTUNITY REPORT STATEMENT

Each Bidder shall complete the Equal Opportunity Report Statement that is included in the Bid Form.

20-30 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION (2 CFR PART 1200 AND 2 CFR PART 180)

By submitting a Bid under this Advertisement, the Bidder certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

20-31 CERTIFICATION REGARDING FOREIGN TRADE RESTRICTIONS (49 CFR PART 30) TRADE RESTRICTION CERTIFICATION (49 CFR PART 30)

By submission of an Bid offer, the Bidder ~~Offeror~~ certifies that with respect to the ~~Solicitation~~ Advertisement and any resultant Contract, the Bidder ~~Offeror~~:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R; and
- c. has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

The ~~Offeror~~/Contractor must provide immediate written notice to the Owner if the ~~Offeror~~/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written

notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a *Bidder* ~~an Offerer~~ or subcontractor:

- (1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
- (2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
- (3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The ~~Offerer~~ Contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the Contractor ~~Offerer~~ has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

20-32 BUY AMERICAN CERTIFICATION

Each Bidder shall complete the Buy American Certification that is included with the Bid Form.

20-33 NON-SEGREGATED FACILITIES

The Bidder's signature on the Bid Form constitutes its Certification of Bidder Regarding Equal Employment Opportunity – Non-Segregated Facilities and that:

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

(b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

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

20-34 CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING (49 CFR 20)

The Bidder ~~or offeror~~ certifies by signing and submitting this Bid, ~~or proposal~~, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder ~~or Offeror~~, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

END OF SECTION 20

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SECTION 30 AWARD AND EXECUTION OF CONTRACT

30-01 CONSIDERATION OF PROPOSALS BIDS.

After the ~~proposals~~ Bids are publicly opened and read, they will be compared on the basis of ~~the summation of the products obtained by multiplying the estimated quantities shown in the proposal by the unit bid prices~~ 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. If a bidder's ~~proposal~~ Bid contains a discrepancy between unit bid prices written in numbers, the unit price written in words shall govern.

Until the award of a contract is made, the Owner reserves the right to reject a bidder's ~~proposal~~ bid for any of the following reasons:

- a. If the ~~proposal~~ Bid is irregular as specified in Section 20, . paragraph 20-0912 IRREGULAR PROPOSALS BIDS.
- b. If the bidder is disqualified for any of the reasons specified Section 20, paragraph 20-4417, DISQUALIFICATION OF BIDDERS.

In addition, until the award of a contract is made, the Owner reserves the right to reject any or all ~~proposals~~ bids, waive irregularities or technicalities, if such waiver is in the best interest of the Owner and is in conformance with applicable state and local laws or regulations pertaining to the letting of construction contracts; advertise for new ~~proposals~~ bids; or proceed with the Work otherwise. All such actions shall promote the Owner's best interests.

30-02 AWARD OF CONTRACT.

~~The A Notice of Intent to Award of a~~ the Contract, if it is to be awarded, shall be made within 60 calendar days of the date specified for publicly opening proposals, the Bid Guarantee Period specified in Section 20, unless otherwise specified herein.

If the Owner elects to proceed with an award of contract, the Owner will make award to the responsible bidder whose Bid, conforming with all the material terms and conditions of the Bid Documents, is the lowest in price. .

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, except for the return of the Bid Security to the Bidder, at any time before the Contract Documents have been fully executed by all parties and delivered to the Contractor.

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.

30-03 CANCELLATION OF AWARD.

The Owner reserves the right to cancel the award without liability to the bidder, except return of ~~proposal~~ Bid Security, at any time before a contract has been fully executed by all parties and is approved by the Owner in accordance with paragraph 30-07 APPROVAL OF CONTRACT.

30-04 RETURN OF PROPOSAL BID GUARANTY SECURITY.

All ~~proposal Bid guaranties Securities~~, except those of the ~~two~~ three lowest bidders, will be returned ~~immediately within ten (10) days~~ after the Owner has made a comparison of Bids as specified in the paragraph 30-01, CONSIDERATION OF PROPOSALS BIDS. ~~Proposal Bid guaranties Securities~~ of the ~~two~~ three lowest bidders will be retained by the Owner until such time as an award is made, at which time, the unsuccessful bidder's ~~proposal Bid guaranty Security~~ will be returned *within seven (7) days*. The successful bidder's ~~proposal Bid guaranty Security~~ will be returned as soon as the Owner receives the Contracts bonds as specified in paragraph 30-05, REQUIREMENTS OF CONTRACT BONDS.

30-05 REQUIREMENTS OF CONTRACT BONDS.

At the time of the execution of the ~~Ce~~contract, the successful bidder shall furnish the Owner a surety bond or bonds that have been fully executed by the bidder and the surety guaranteeing the performance of the work and the payment of all legal debts that may be incurred by reason of the Contractor's performance of the ~~W~~work. ~~The surety and the form of the bond or bonds shall be acceptable to the Owner. Unless otherwise specified in this subsection, the surety bond or bonds shall be in a sum equal to the full amount of the contract.~~

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, 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.

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 or addenda 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.

The Bonds shall be written through a licensed Florida agency on behalf of a surety company licensed to do business in Florida meeting the following requirements:

- a. For Contracts in which the Total Contract Price exceeds \$100,000, the Surety must be rated no less than "B+" as to management and no less than "VI" as to strength and for Contracts in which the Total Contract Price exceeds \$1,000,000, the Surety must be rated no less than "A-" as to management and no less than "VIII" as to strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Post Office Box 1107, Summit, New Jersey 08901.*
- b. The Surety Company executing the bonds shall be on the current list of the U.S. Treasury Department as being approved by and for writing bonds for Federal projects in an amount not less than the Penal Sum of the bonds provided to Owner.*
- c. Bonding Limit – Any One Risk: The bonding limit of the Surety shall not exceed five percent (5%) of the policyholder surplus (capital and surplus) as listed by the aforementioned Best's Insurance Guide.*
- d. 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.

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 above, or any such bond is otherwise void or defective for any reason, the Contractor shall within ten (10) days thereafter substitute Performance and Payment Bonds from a different Surety, pursuant to the Contract Documents. The Owner may at its sole discretion suspend all Work pursuant to GP80-12 pending Contractor procuring substitute bonds.

30-06 EXECUTION OF CONTRACT.

~~The successful bidder shall sign (execute) the necessary agreements for entering into the contract and return such signed contract to the owner, along with the fully executed surety bond or bonds specified in paragraph 30-05, REQUIREMENTS OF CONTRACT BONDS, of this section, within 15 calendar days from the date mailed or otherwise delivered to the successful bidder. 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 the Contract shall, within ten (10) 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 Contract Agreement in the form contained in the Bid Documents,*
- b. the Bond Cover Sheet, Performance Bond and Payment Bond in the form contained in the Bid 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,*
- e. the Certificate of Insurance evidencing the required insurance coverage,*
- f. the required DBE data and submittals, and*
- g. the Preliminary Schedule.*

The above documents must be furnished, executed and delivered to the Owner before the Contract 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.

30-07 APPROVAL OF CONTRACT.

~~Upon receipt of the eContract and contract bond or bonds that have been executed by the successful bidder, the Owner shall complete the execution of the eContract in accordance with local laws or ordinances, and return the fully executed contract to the Contractor. Delivery of the fully executed Ccontract to the Contractor shall constitute the Owner's approval to be bound by the successful bBidder's proposal Bid and the terms of the eContract.~~

30-08 FAILURE TO EXECUTE CONTRACT.

Failure of the successful bidder to execute the Contract and furnish an acceptable surety bond or bonds within the period specified in paragraph 30-06, ~~EXECUTION OF CONTRACT~~, of this section ten (10) calendar days after the date of the Notice of Intent to Award shall be just cause for cancellation of the Award and forfeiture of the ~~proposal~~ Bid Security, not as a penalty, but as liquidation of damages to the Owner. In such event, a Notice of Intent to Award the Contract may be provided to the next lowest, qualified Bidder whose Bid is responsive to the Advertisement.

30-09 ALLOWANCES

The Contractor shall include in the Total Contract Price all allowances stated in the Contract. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct.

Unless otherwise provided in the Contract Documents:

- a. materials and equipment under an allowance shall be selected by the Owner within the time frames required by the current accepted schedule;;
- b. allowances shall cover the cost to the Contractor of materials, supplies and equipment delivered at the site and all required taxes, plus mark-up in accordance with GP-40, less applicable trade discounts;
- c. whenever allowances are used, the remaining allowance amount, and the Total Contract Price shall be adjusted accordingly by a Contract Modification. The amount of the Contract Modification shall be calculated in accordance with GP-40 and shall reflect the difference between actual costs and the allowance amount and be supported by appropriate substantiating data.

30-10 OWNERSHIP AND USE OF DESIGNER'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

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.

30-11 STANDARD FORMS

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

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.

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 GP-40. A RCO is not notice of a Claim.*
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.*
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), if any, in the form of a Request for Change Order (RCO) for review by the Owner and OAR.*
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 GP-40.*
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 GP-40.*
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 GP-40.*
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.*

30-12 INFORMATION AND SERVICES REQUIRED OF THE OWNER

The Owner shall furnish the Contractor with the name of the person or firm who shall be the OAR for the purpose of all communication required between the Owner and the Contractor.

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

The Owner shall secure and pay for any easements, transportation and sewer benefit fees, Orlando Utilities Commission charges for electrical transformer and primary service costs and water service inspection fees, 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 GP-70.

END OF SECTION 30

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SECTION 40 SCOPE OF WORK

40-01 INTENT OF CONTRACT.

The intent of the Contract is to provide for construction and completion, in every detail, of the work described. It is further intended that the Contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies required to complete the work in accordance with the plans, specifications, and terms of the contract provide and pay for all 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.

40-02 AIRPORT LAYOUT PLAN CHANGE REQUEST

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 until after the Airport Layout Change Request, including any modifications or amendments required for the Contractor's equipment, has been approved by the FAA. This construction equipment and machinery shall be marked and lighted in accordance with the FAA requirements or as shown and specified in the Contract Documents.

40-02 03 ALTERATION OF WORK AND QUANTITIES.

The Owner reserves the right to make such changes in quantities and Work as may be necessary or desirable to complete, in a satisfactory manner, the original intended Work. Unless otherwise specified in the Contract, the Designer shall submit a Bulletin to the OAR defining the change in the Work Work and variation of quantities, and the Owner shall process a Contract Modification to implement such change and is hereby authorized to make, in writing, such in-scope alterations in the Work and variation of quantities as may be necessary to complete the Work. provided such action does not represent a significant change in the character of the Work.

For purpose of this section, a significant change in character of Work means: any change that is outside the current contract scope of Work; any change (increase or decrease) in the ~~total~~ Contract Price cost by more than 25%; or any change in the total cost of a major Contract item by more than 25%.

Work alterations and quantity variances that do not meet the definition of significant change in character of Work shall not invalidate the Contract nor release the surety. Contractor agrees to accept payment for such Work alterations and quantity variances in accordance with Section 90, paragraph 90-03, Compensation for Altered Quantities.

~~Should~~ The value of altered Work or quantity variance meet the criteria for significant change in character of such altered Work and quantity variance shall be covered by a Contract Modification supplemental agreement. Supplemental agreements shall also require consent of the Contractor's surety and shall be included under the Contract separate performance and payment bonds. If the Owner and the Contractor are unable to agree on a Change Order unit adjustment that meets the criteria for significant change in character of Work for any Contract item that requires a supplemental agreement, the Owner reserves the right to terminate the Contract with respect to the item and make other arrangements for its completion.

40-04 PROCEDURES FOR CHANGES IN THE WORK

1. IN GENERAL

- .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.*
- .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.*
- .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.*
- .4 Changes in the Work shall be performed in accordance with the applicable provisions of the Contract Documents.*
- .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:
 - a. 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 GP-40, and any estimates, work sheets, quotes, proposals or other data used by the Contractor in estimating the value of the changed Work; or*
 - b. unit prices stated in the Contract Documents or subsequently agreed upon; or*
 - c. in a manner otherwise agreed upon by the Owner and the Contractor; or*
 - d. in accordance with the Force Account provisions of GP-40.**
- .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 Contractor shall submit a Request for Change Order (RCO) to the OAR for all proposed Contract Modifications. Each RCO must include a detailed breakdown of all proposed cost changes and the required schedule analysis and information for proposed changes in Contract Time. The proposed Contract Modifications in the RCO shall constitute a final proposed change, such that the Owner's acceptance of the RCO will provide complete relief, compensation, and time for the Contract Modification sought, without regard to whether the RCO contains estimates of relief such as, but not limited to, "rough order of magnitude" amounts, approximate schedules, or other documents or conditions. Moreover, when a Contract Modification references RCOs or any other documents submitted by the Contractor, including backup documentation, such documents and references are solely for the purposes of deciding the scope of the Work of the Contract Modification; no reservations, limitations, 'boilerplate,' or purported terms or conditions that may be contained in such documents or references are included in the Contract Modification. A RCO is not notice of a*

Claim. RCOs seeking relief for circumstances giving rise to a Claim must comply with the requirements of GP 50.

- .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.*
- .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:*
 - a. Direct labor is all the labor required to perform the Work. Unless allowed in GP-40, 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.*
 - b. 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.*
 - c. Equipment costs shall comply with the following:*
 - (1) 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:*
 - (2) 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).

(3) No payment will be made for repairs or repair down time.

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.

- d. 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.*
- e. 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.*
- f. 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.*
- g. 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.*
- h. 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.*
- i. 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:*
 - (1) Extended general conditions consisting of the cost for Contractor to maintain its site operations for the duration of the delay event,*
 - (2) 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,*
 - (3) Additional direct costs, if any, as defined above,*
 - (4) 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.*
 - (5) Acceleration costs, but only if agreed to in advance, in writing, by the Owner.*

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

- a. 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.

- (1) 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.*
 - (2) 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.*
 - (3) 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.*
- b. 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 GP-50 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 GP-50. 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 GP-40. 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.

- c. *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:*

- (1) loss of profits or anticipated profits*
- (2) inefficiency or loss of productivity*
- (3) acceleration costs not specifically agreed to in advance, in writing, by the Owner*
- (4) home office overhead*
- (5) any cost that is not specifically allowed by GP-40.*
- (6) 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.*

.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.*

.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 GP-40. No separate payment shall be allowed for any expense that is included in the mark-up.*

.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 GP-40. The amount of mark-up shall not exceed the following percentages:*

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

- a. *No mark-up is allowed for work items when the change in quantity is within the limits allowed by GP-40. If, pursuant to GP-40, 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.*

- b. *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.*
- c. *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.*
- d. *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.*
- e. *.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.*
- f. *There shall be no mark-up allowed on the cost of bonds, insurance, permitting, or transportation and living expenses.*

2. CHANGE ORDERS (CO)

- .1 *A CO is a written contract modification signed by the Owner and Contractor stating their agreement upon all of the following:*
 - a. *a change in the Work or the Contract Documents; and*
 - b. *the amount of the adjustment in the Total Contract Price, if any; and*
 - c. *the extent of the adjustment in the Contract Time, if any.*
- .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.*

3. CONSTRUCTION CHANGE DIRECTIVES (CCD)

- .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.*
- .2 *A CCD shall be used in the absence of total agreement on the terms of a CO.*

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.
- .3 *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.*

- .4 *The Owner shall pay the Contractor for the actual work performed by the Contractor on the basis of the CCD in accordance with Section 90 pending total agreement on the terms of a CO to resolve all remaining disputes concerning adjustments of Total Contract Price and/or Contract Time related to the CCD work. Any payments or adjustment, 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.*

4. FIELD CHANGE ORDERS (FCO)

- .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:*
- a. *A change in the Work or the Contract Documents; and*
 - b. *The method intended for and the estimated amount of the adjustment in the Total Contract Price and Contract Time, if any.*
- .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. For FCOs that include Not to Exceed pricing and/or Force Account work, the Contractor shall submit all required final pricing and documentation to the OAR within thirty (30) days from the completion of the FCO work.*

5. FORCE ACCOUNT WORK

- .1 *Force Account Work shall only include the same costs as those allowed by GP-40 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 any claims whatsoever arising from unapproved charges. The Contractor shall provide documentation requested by the OAR including but not limited to:*
- a. *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.*
 - b. *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*
 - c. *Equipment cost accounting records that evidence the cost of rented equipment or the Contractor's equipment for the Force Account Work activity.*
 - d. *Material cost accounting records that evidence the net costs of materials for the Force Account Work activity.*
- .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 Reconciliation that contains the backup documentation for each element of the Force Account Work. A Force Account Reconciliation shall set forth all impacts associated with the Force Account Work, and shall comply with GP-50. 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 GP-40.*
- .3 *The Contractor specifically agrees that no other Claims whatsoever 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 Reconciliation shall be documented and processed separately.*

- .4 Upon verification of the Force Account Reconciliation, the OAR will prepare a CO for the Force Account Work.

1. MINOR CHANGES IN THE WORK

- .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 (DSI), as a written response to a Request for Information or in any other manner that the OAR deems appropriate.

40-03 05 OMITTED ITEMS.

The Owner, ~~the Owner's Engineer or the RPR~~ may provide a *Contract Modification* written notice to the Contractor to omit from the ~~w~~Work any ~~e~~Contract item that does not meet the definition of major Contract item. Major Contract items may be omitted by a supplemental agreement. Such omission of Contract items shall not invalidate any other Contract provision or requirement.

Should a Contract item be omitted or otherwise ordered to be nonperformed, the Contractor shall be paid for all work performed toward completion of such item prior to the date of the order to omit such item. Payment for work performed shall be in accordance with Section 90, paragraph 90-04, PAYMENT FOR OMITTED ITEMS.

40-04 06 EXTRA WORK.

Should acceptable completion of the Contract require the Contractor to perform an item of work not provided for in the awarded Contract as previously modified by a *Contract Modification* ~~change order, or supplemental agreement~~ Owner may issue a *Contract Modification* to cover the necessary ~~Extra w~~Work. ~~Change orders~~ *Contract Modification* for ~~e~~Extra ~~w~~Work shall contain agreed unit prices for performing the ~~change order~~ *Extra w*Work in accordance with the requirements specified in the *Contract Modification* ~~order~~ and shall contain any adjustment to the Contract Time that, in the Owner's opinion, is necessary for completion of the ~~e~~Extra ~~w~~Work.

When determined by the Owner to be in the Owner's best interest, the ~~RPR~~OAR may order the Contractor to proceed with ~~Extra w~~Work as provided in Section 90, paragraph 90-05, PAYMENT FOR EXTRA WORK. Extra ~~w~~Work that is necessary for acceptable completion of the ~~p~~Project, but is not within the general scope of the Work covered by the original Contract, shall be covered by a *Change Order* ~~supplemental agreement~~ as defined in Section 10, ~~paragraph 10-70, SUPPLEMENTAL AGREEMENT.~~

If ~~Extra w~~Work is essential to maintaining the ~~p~~Project critical path, ~~RPR~~ Owner may direct the OAR to order the Contractor to commence the ~~Extra w~~Work under a ~~Time and Material contract~~ Force Account method. Once sufficient detail is available to establish the level of effort necessary for the ~~e~~Extra ~~w~~Work, the Owner shall initiate a *Contract Modification* ~~change order or supplemental agreement~~ to cover the ~~e~~Extra ~~w~~Work.

Any claim whatsoever for payment of Extra Work that is not covered by a *Contract Modification* ~~written agreement (change order or supplemental agreement)~~ shall be rejected by the Owner.

40-05 07 MAINTENANCE OF TRAFFIC.

It is the explicit intention of the Contract that the safety of *the public*, aircraft, as well as the Contractor's equipment and personnel, is the most important consideration. The Contractor shall maintain traffic in the manner detailed in the Construction Safety and Phasing Plan (CSPP). With respect to his/her own operations and the operations of all his/her subcontractors, the Contractor shall provide marking, lighting, and other acceptable means of identifying: personnel; equipment; vehicles; storage areas; and any work area or condition that may be hazardous to the operation of aircraft, fire-rescue equipment, or maintenance vehicles at the airport.

- a. It is understood and agreed that the Contractor shall provide for the free and unobstructed movement of aircraft in the air operations areas (AOAs) of the airport with respect to their own operations and the operations of all subcontractors as specified in Section 80, paragraph 80-05, LIMITATION OF OPERATIONS. It is further understood and agreed that the Contractor shall provide for the uninterrupted operation of visual and electronic signals (including power supplies thereto) used in the guidance of aircraft while operating to, from, and upon the airport as specified in Section 70, paragraph 70-15, CONTRACTOR'S RESPONSIBILITY FOR UTILITY SERVICE AND FACILITIES OF OTHERS.
- b. With respect to their own operations and the operations of all subcontractors, the Contractor shall provide marking, lighting, and other acceptable means of identifying personnel, equipment, vehicles, storage areas, and any work area or condition that may be hazardous to the operation of aircraft, fire-rescue equipment, or maintenance vehicles at the airport in accordance with the construction safety and phasing plan (CSPP) and the safety plan compliance document (SPCD).
- c. When the Contract requires the maintenance of an existing road, street, or highway during the Contractor's performance of work that is otherwise provided for in the Contract, plans, and specifications, the Contractor shall keep the road, street, or highway open to all traffic and shall provide maintenance as may be required to accommodate traffic. The Contractor, at their expense, shall be responsible for the repair to equal or better than preconstruction conditions of any damage caused by the Contractor's equipment and personnel. The Contractor shall furnish, erect, and maintain barricades, warning signs, flag person, and other traffic control devices in reasonable conformity with the Manual on Uniform Traffic Control Devices (MUTCD) (<http://mutcd.fhwa.dot.gov/>), unless otherwise specified. The Contractor shall also construct and maintain in a safe condition any temporary connections necessary for ingress to and egress from abutting property or intersecting roads, streets or highways.

40-06 08 REMOVAL OF EXISTING STRUCTURES.

All existing structures encountered within the established lines, grades, or grading sections shall be removed by the Contractor, unless such existing structures are otherwise specified to be relocated, adjusted up or down, salvaged, abandoned in place, reused in the work or to remain in place. The cost of removing such existing structures shall not be measured or paid for directly, but shall be included in the various contract items.

Should the Contractor encounter an existing structure (above or below ground) in the Work for which the disposition is not indicated on the plans, the ~~Resident Project Representative (RPR)~~ Owner and OAR shall be notified. *Written direction from the Owner or OAR is required prior to Contractor disturbing such structure.* The disposition of existing structures so encountered shall be immediately determined by the ~~RPR~~ OAR in accordance with the provisions of the Contract.

Except as provided in Section 40, paragraph 40-09, RIGHTS IN AND USE OF MATERIALS FOUND IN THE WORK, it is intended that all existing materials or structures that may be encountered (within the lines,

grades, or grading sections established for completion of the Work) shall be used in the Work as otherwise provided for in the contract and shall remain the property of the Owner when so used in the Work.

40-07 09 RIGHTS IN AND USE OF MATERIALS FOUND IN THE WORK.

Should the Contractor encounter any material such as (but not restricted to) sand, stone, gravel, slag, or concrete slabs within the established lines, grades, or grading sections, the use of which is intended by the terms of the Contract to be ~~either~~ embankment, the Contractor may at their own option either:

- a. Use such material in another contract item, providing such use is approved by the ~~RPR~~ Designer and is in conformance with the Contract specifications applicable to such use; or,
- b. Remove such material from the site, upon written approval of the ~~RPR~~ Designer; or
- c. Use such material for the Contractor's own temporary construction on site; or,
- d. Use such material as intended by the terms of the Contract.

Should the Contractor wish to exercise option a., b., or c., it shall request the ~~RPR's~~ Designer's approval in advance of such use.

Should the ~~RPR~~ Designer approve the Contractor's request to exercise option a., b., or c., the Contractor shall be paid for the excavation or removal of such material at the applicable Contract unit price. The Contractor shall replace, at their expense, such removed or excavated material with an agreed equal volume of material that is acceptable for use in constructing embankment, backfills, or otherwise to the extent that such replacement material is needed to complete the Contract Work. The Contractor shall not be charged for use of such material so used in the Work or removed from the site.

Should the ~~RPR~~ Designer approve the Contractor's exercise of option a., the Contractor shall be paid, at the applicable Contract unit price, for furnishing and installing such material in accordance with requirements of the Contract item in which the material is used.

It is understood and agreed that the Contractor shall make no claim *whatsoever* for delays by reason of their own exercise of option a., b., or c.

The Contractor shall not excavate, remove, or otherwise disturb any material, structure, or part of a structure which is located outside the lines, grades, or grading sections established for the Work, except where such excavation or removal is provided for in the Contract, plans, or specifications.

40-10 CLEANING UP

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. 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. If the Contractor fails to keep the site clean, 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.

40-0811 FINAL CLEANING UP.

Upon completion of the work and before acceptance and final payment will be made, the Contractor shall remove from the site all machinery, equipment, surplus and discarded materials, rubbish, temporary structures, and stumps or portions of trees. The Contractor shall cut all brush and woods within the limits indicated and shall leave the site in a neat and presentable condition. Material cleared from the site and

deposited on adjacent property will not be considered as having been disposed of satisfactorily, unless the Contractor has obtained the written permission of such property owner.

40-12 WARRANTY

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.

40-13 TAXES

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. 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.

Contractor covenants and agrees that the Work is owned by the Greater Orlando Aviation Authority and neither Contractor nor any successors in interest shall, or have any right to, claim depreciation deductions or investment tax credits for federal income tax purposes with regard to the Work.

40-14 GOVERNING LAW

The Contract shall be governed by the laws of Florida.

40-15 SUCCESSORS AND ASSIGNS

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

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.

40-16 WRITTEN NOTICE

Written notice shall be deemed to have been duly served to the Owner if delivered in person, by electronic mail (e-mail), accompanied with a duplicate copy of the notice sent via regular mail within three (3) business

days to those persons identified as representatives of the Owner and OAR, unless changed through an acceptable means of written notice. Any written notice shall be deemed duly served upon the earlier of the date of receipt if sent via certified mail, or the date of transmission if sent via e-mail or delivered in person.

Written notice shall be deemed to have been duly served to the Contractor if delivered in person, by certified mail, or by electronic mail (e-mail) accompanied with a duplicate copy of the notice sent via regular mail within three (3) business days to those persons identified as representatives of the Contractor in the Contractor's Bid, or to those persons the OAR and/or Owner reasonably believes are the active Program Manager or Project Executive (or similar) on the Project. Any written notice shall be deemed duly served upon the earlier of the date of receipt if sent via certified mail, or the date of transmission if sent via e-mail or delivered in person.

40-17 RIGHTS AND REMEDIES

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

The invalidity or unenforceability of any portion or provision of this Contract shall in no way affect the validity or enforceability of any other portion or provision thereof. Any invalid or unenforceable portion or provision shall be deemed severed from this Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain such invalid or unenforceable portion or provision. In the event any such portion or provision of this Contract is declared invalid, the Parties shall promptly negotiate in good faith new provisions to eliminate such invalidity and to restore this Contract as near as possible to its original intent and effect.

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

40-18 INTEREST

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

40-19 REPRESENTATIONS AND WARRANTIES

The Parties represent and acknowledge that they have been provided with the opportunity to discuss and review the terms of this Contract with their respective attorneys before signing it and that they are freely and voluntarily signing this Contract in exchange for the benefits provided herein. The Parties further represent and acknowledge that they have been provided a reasonable period of time within which to review the terms of this Contract Bidder acknowledges that any unauthorized additions, conditions, limitations, or exceptions to the Bid Documents or Contract Documents or any unauthorized conditional or alternate pay items may render its Bid nonresponsive.

The Contractor and Owner represent and warrant to the other that (1) the execution and delivery of the Contract 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 does 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.

The Contractor expressly warrants that no officer, employee, or agent of the Owner or of the Owner's Board has any interest, either indirectly or directly, in the business of the Contractor. The Contractor further warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Contract, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Contract and that it has not agreed to employ or retain the services of any firm or person in connection with performing the Work hereunder.

Pursuant to Section 287.133(2) (a), Florida Statutes, 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. The Contractor hereby represents that it does not fall within the class of persons identified in the previous sentence such that Contractor would be precluded from entering into this Contract.

END OF SECTION 40

SECTION 50 CONTROL OF WORK

50-01 AUTHORITY OF THE DESIGNER

~~The RPR has final authority regarding the interpretation of project specification requirements. The RPR shall determine acceptability of the quality of materials furnished, method of performance of work performed, and the manner and rate of performance of the work. The RPR does not have the authority to accept work that does not conform to specification requirements.~~

The Designer shall decide all questions which may arise as to the interpretation of the Specifications or Plans relating to the Work.

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.

Based on the Designer's periodic site observations, the Designer may review the amounts approved by the OAR due the Contractor on each Application for Payment and will advise the Owner of any apparent issues with the amount requested for payment or with the amount approved by the OAR for payment.

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.

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.

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.

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.

50-02 ROLE OF THE OWNER'S AUTHORIZED REPRESENTATIVE (OAR)

The OAR shall provide administration of the Contract as described in the Contract Documents and shall be selected by the Owner. The specific person or entity which will perform the OAR's responsibilities shall be identified by the Owner. The Owner may be the OAR and the Owner has authority to perform any of the actions that the OAR may perform.

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.

The OAR will receive and process the Contractor's submittals, including transmitting the Submittals to the Designer and returning the Designer'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.

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.

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 these General Provisions.

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 execute a final Certification 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.

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.

The OAR does not have the authority to accept pavements that do not conform to FAA specification requirements.

50-023 CONFORMITY WITH PLANS AND SPECIFICATIONS.

All ~~work~~ Work and all materials furnished shall ~~be in reasonably close conformity~~ conform with to the lines, grades, grading sections, cross sections, dimensions, material requirements, and testing requirements that are specified (including specified tolerances) in the Contract, Plans or Specifications.

If the ~~RPR~~ OAR finds the materials furnished, Work performed, or the finished product ~~do not within reasonably close conformity with~~ conform to the Plans and Specifications, but that the portion of the Work affected will, in their opinion, result in a finished product having a level of safety, economy, durability, and workmanship acceptable to the Owner, ~~the RPR~~ they will advise the Owner of their determination that the affected Work be accepted and remain in place. The ~~RPR~~ OAR will document the determination and recommend to the Owner a basis of acceptance which will provide for an adjustment in the Contract Price for the affected portion of the Work. Changes in the Contract ~~Price~~ must be covered by a *Contract Modification*. ~~contract change order or supplemental agreement as applicable.~~

If the ~~RPR~~ OAR finds the materials furnished, Work performed, or the finished product ~~are not in reasonably close conformity with~~ do not conform to the Plans and Specifications and have resulted in an unacceptable finished product, the affected Work or materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor in accordance with the ~~RPR's~~ OAR's written orders.

~~The term "reasonably close conformity" shall not be construed as waiving the Contractor's responsibility to complete the Work in accordance with the Contract, Plans, and Specifications. The term shall not be construed as waiving the~~ Nothing in this section shall waive the ~~RPR's~~ OAR's responsibility to insist on strict compliance with the requirements of the Contract, Plans, and Specifications during the Contractor's execution of the Work, when, in the ~~PRP's~~ OAR's opinion, such compliance is essential to provide an acceptable finished portion of the Work.

~~The term "reasonably close conformity" is also intended to provide the RPR~~ Nothing in this section shall waive the OAR's ~~with the~~ authority, after consultation with the Owner-Sponsor and FAA, to use good engineering judgment in his/her determinations as to accept Work that is not in strict conformity, but will provide a finished product equal to or better than that intended by the requirements of the Contract, Plans and Specifications.

~~The OAR will not be responsible for the Contractor's~~ shall be solely responsible for its means, methods, techniques, sequences, or procedures of construction ~~or~~ and the safety precautions incident thereto.

50-04 LIST OF SPECIAL PROVISIONS.

50-05 SUBMITTALS - SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

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.

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.

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

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.

Unless the Specifications provide otherwise, the Contractor shall review, approve and submit to the OAR, for review, all 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.

The Contractor shall perform no portion of the Work nor purchase any materials requiring review of Submittals until the relevant Submittal has been reviewed and accepted 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 any modification to the Contract Documents See GP-50. When Submittals are not fully accepted through no fault of the Owner, the Contractor shall revise and resubmit Submittals at no additional cost to the Owner; no Contract Time extensions shall be allowed for revisions and resubmission of Submittals.

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.

The Contractor shall direct specific attention, in writing, to any revision(s) on resubmitted Submittals, other than those requested on previous Submittals.

Informational submittals identified in the Contract Documents do not require responsive action. When the Contract Documents require the Contractor to submit professional certification of performance capabilities of materials, connections, assemblies, systems, equipment, or other aspects of the Work, the Owner shall be entitled to rely upon the accuracy and completeness of such calculations and certifications.

Review or acceptance of Submittals or any related documents by Owner or OAR (or those at their direction) shall not in any way relieve the Contractor of the technical adequacy and accuracy of the Work, nor shall it be construed as a waiver of any of the Contractor's obligations or liability that may arise under the Contract or out of performance of the Work.

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 Final Completion, a deductive Contract Modification may be issued to the Contractor by the Owner to reflect all such deductions. These damages shall be in addition to, and not in restriction of, the Owner's other rights and remedies arising from the Contract Documents or law.

50-03 06 COORDINATION OF CONTRACT, PLANS, AND SPECIFICATIONS.

The Contract, plans, specifications, and all referenced standards cited are essential parts of the Contract requirements. If electronic files are provided and used on the project and there is a conflict between the electronic files and hard copy plans, the hard copy plans shall govern. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy, ~~calculated dimensions will govern over scaled dimensions; contract technical specifications shall govern over contract general provisions, plans, cited standards for materials or testing, and cited advisory circulars (ACs); contract general provisions shall govern over plans, cited standards for materials or testing, and cited ACs; plans shall govern over cited standards for materials or testing and cited ACs.~~ If any paragraphs contained in the Special Provisions conflict with General Provisions or Technical Specifications, ~~the Special Provisions shall govern~~ *the order of precedence for the Contract 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. *Cited standards for materials or testing and cited Advisory Circulars (ACs)*
9. *Unit Price Schedules contained in the Contractor's Bid*
10. *Instructions to Bidders and all portions thereof containing information required from the Contractor*
11. *Invitation to Bid*
12. *Calculated dimensions*
13. *Measurements by Scale*

The more stringent requirements shall apply in the event any conflict cannot be resolved by applying the order of precedence.

From time to time, discrepancies within cited testing standards occur due to the timing of the change, edits, and/or replacement of the standards. If the Contractor discovers any apparent discrepancy within standard test methods, the Contractor shall immediately ask the RPR OAR for an interpretation and decision, and such decision shall be final.

The Contractor shall not take advantage of any apparent error or omission on the plans or specifications. In the event the Contractor discovers any apparent error or discrepancy, Contractor shall immediately notify

~~the Owner or the designated representative~~ OAR in writing requesting their written interpretation and decision. *The Contractor shall obtain written clarification from the OAR before proceeding with any Work affected by any conflict, error, ambiguity, discrepancy, inconsistency or omission. In addition, 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.*

50-07 REVIEW OF CONTRACT AND FIELD CONDITIONS BY CONTRACTOR

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.

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, and in no event later than seven (7) days after discovery by the Contractor. 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.

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 whatsoever for concealed or unknown conditions except as described in GP-50-28.

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.

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.

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 GP-

40. *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.*

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 41 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 GP-60, the Contractor shall procure all required certificates of inspection, use, occupancy and completion.

50-08 MAINTENANCE OF DOCUMENTS, SAMPLES AND AS-BUILT DRAWINGS AT THE SITE

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.

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.

The Contractor shall maintain at the Work site all permit Drawings in a manner so as to make them accessible to governmental inspectors and other authorized agencies at all times. All final updated Permit Drawings shall be delivered to the OAR prior to Final Completion, unless another timeframe has been established by the OAR, in writing.

50-09 ACCESS TO WORK

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 remove/replace heavy objects.

50-0510 COOPERATION OF CONTRACTOR.

The Contractor shall be supplied with ~~five hard copies~~ or an electronic PDF of the plans and specifications. The Contractor shall have available on the construction site at all times one hardcopy each of the plans and specifications. ~~Additional hard copies of plans and specifications may be obtained by the Contractor for the cost of reproduction.~~

The Contractor shall give constant attention to the Work to facilitate the progress thereof, and shall cooperate with the ~~RPR~~ Designer, OAR and their inspectors and with other Contractors in every way possible. The Contractor shall have a competent Project Manager and Superintendent on the Work at all

times who is fully authorized as their agent on the Work. The Superintendent shall be capable of reading and thoroughly understanding the Plans and Specifications and shall receive and fulfill instructions from the ~~RPR~~-OAR or their authorized representative.

The Contractor shall supervise and direct all portions of the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over 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.

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.

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.

The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract 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.

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.

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.

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 GP-80 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.

50-0611 COOPERATION BETWEEN CONTRACTORS.

The Owner reserves the right to contract for and perform other or additional work on or near the work covered by this contract.

When separate contracts are let within the limits of any one project, each Contractor shall conduct the Work not to interfere with or hinder the progress of completion of the Work being performed by other Contractors. Contractors working on the same project shall cooperate with each other as directed.

Each Contractor involved shall assume all liability, financial or otherwise, in connection with his/her contract and shall protect and save harmless the Owner from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced by him because of the presence and operations of other Contractors working within the limits of the same project.

The Contractor shall arrange their work and shall place and dispose of the materials being used to not interfere with the operations of the other Contractors within the limits of the same project. The Contractor shall join their work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others. *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.*

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, if any, 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.

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

Claims and other disputes and matters in question between the Contractor and a separate contractor shall be subject to the provisions of this Contract with respect to entitlement and recoverable costs. If a separate contractor initiates legal or any other proceedings against the Owner on account of any damage alleged to have been solely caused by the Contractor, the Owner shall notify the Contractor, who shall defend and indemnify the Owner in such proceedings solely at its own expense (including, without limitation, attorneys' fees and costs), or at the Owner's option, pay all defense costs of the Owner including attorney's fees and costs, and if any judgment or award against the Owner arises therefrom, the Contractor shall pay or satisfy it and shall reimburse the Owner for all attorneys' fees and court or other costs which the Owner has incurred over and above those paid directly by the Contractor.

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.

Any difference or conflict which may arise between the Contractor and separate contractors related to the Work shall be referred to the OAR for resolution, unless otherwise stated in the Contract Documents. If the Work of the Contractor is delayed because of any work, acts, or omissions of any separate contractor, then only an extension of Contract Time sufficient to compensate for the delay, as determined by the OAR, shall be granted to the Contractor as its sole and exclusive remedy. In no event shall the extension of Contract Time exceed the day-for-day period of delay experienced by the Contractor. The Contractor's entitlement to an extension of Contract Time for such delays shall be conditioned upon timely receipt by the OAR of proper written notice from the Contractor of the cause of the delay, indicating what measures, if any, the Contractor has employed to minimize the effect of the delay.

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.

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.

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.

The Contractor shall join its Work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others. The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. 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.

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, debris, and rubbish, the Owner may clean up and allocate the cost, in its sole discretion, among those responsible..

50-0712 CONSTRUCTION LAYOUT AND STAKES.

The *Designer* shall establish necessary horizontal and vertical control. The establishment of survey control and/or reestablishment of survey control shall be by a State Licensed Land Surveyor. Contractor is responsible for preserving integrity of horizontal and vertical controls established by *Designer*. In case of negligence on the part of the Contractor or their employees, *subcontractors*, or *anyone under the Contractor's control*, resulting in the destruction of any horizontal and vertical control, the resulting costs will be assessed ~~deducted as a liquidated damage~~ against the Contractor. The Contractor will be required to furnish all lines, grades and measurements from the control points necessary for the proper prosecution and control of the Work contracted for under these Specifications.

Prior to the start of construction, the Contractor will check all control points for horizontal and vertical accuracy and certify in writing to the OAR that the Contractor concurs with survey control established for the project. All lines, grades and measurements from control points necessary for the proper execution and control of the Work on this project will be provided to the OAR. The Contractor is responsible to establish all layout required for the construction of the project.

Copies of survey notes will be provided to the OAR for each area of construction and for each placement of material as specified to allow the OAR to make periodic checks for conformance with plan grades, alignments and grade tolerances required by the applicable material specifications. Surveys will be provided to the OAR prior to commencing work items that cover or disturb the survey staking. Survey(s) and notes shall be provided in *DWG and PDF* the following formats.

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

No direct payment will be made, unless otherwise specified in Contract Documents, for this labor, materials, or other expenses. The cost shall be included in the price of the Bid for the various items of the Contract.

50-0813 AUTHORITY AND DUTIES OF QUALITY ASSURANCE (QA) INSPECTORS.

QA inspectors shall be authorized to inspect all Work done and all material furnished. Such QA inspection may extend to all or any part of the Work and to the preparation, fabrication, or manufacture of the materials to be used. QA inspectors are not authorized to revoke, alter, or waive any provision of the Contract. QA inspectors are not authorized to issue instructions contrary to the plans and specifications or to act as foreman for the Contractor.

QA Inspectors are authorized to notify, *through the OAR*, the Contractor or their representatives of any failure of the Work or materials to conform to the requirements of the Contract, plans, or specifications and to reject such nonconforming materials in question until such issues can be referred to the OAR for a decision.

50-0914 INSPECTION OF THE WORK.

All materials and each part or detail of the Work shall be subject to inspection by the ~~RPR~~ OAR, Designer and Owner. The ~~RPR~~ OAR, Designer and Owner 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, Designer or OAR, the Contractor shall furnish satisfactory evidence as to the kind and quality of material and equipment provided in the Work.*

The Contractor shall be responsible for coordinating and scheduling all 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.

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.

For the purpose of determining whether the Work is acceptable (as opposed to the Contractor's quality control activities for which the Contractor is solely responsible) tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be performed at appropriate times. The Contractor shall be responsible for coordinating and scheduling all permitting agencies' tests and inspections described GP-50. The Owner or OAR may make arrangements for any tests, examinations and inspections with such testing laboratories or entities and, except as provided in the GPs'. The Owner shall bear the costs of such tests, examinations and inspections that the Owner so arranges. 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.

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.

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.

In the event the testing, examination and inspection, or approval procedure performed under the GPs' reveal that the Work fails to meet the requirements of the Contract Documents, 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.

Tests, inspections or approval procedures conducted pursuant to the Contract Documents shall be performed to avoid unreasonable delay in the Work.

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. 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 OAR or Owner, if requested.

Whenever the OAR considers it necessary or advisable, the OAR may 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.

The OAR may make arrangements for any additional tests, examinations and inspections. The Owner shall bear the costs of such additional tests, examinations and inspections that the OAR so arranges provided, however, in the event the additional testing, examination and inspection, or approval procedure performed reveal that the Work fails to meet the requirements of the Contract, the Contractor shall bear all costs arising from the failure, including, but not limited to, 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 deemed necessary by the OAR.

All tests, inspections or approval procedures shall be performed to avoid unreasonable delay in the Work.

If the ~~RPR~~ OAR requests it, the Contractor, at any time before acceptance of the Work, shall remove or uncover such portions of the finished Work as may be directed. After examination, the Contractor shall restore said portions of the Work to the standard required by the specifications. Should the Work thus exposed or examined prove acceptable, the uncovering, or removing, and the replacing of the covering or

making good of the parts removed will be paid for as extra work; but should the Work so exposed or examined prove unacceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be at the Contractor's expense.

Provide advance written notice to the OAR ~~RPR~~ of work the Contractor plans to perform each week and each day. Any Work done or materials used without written notice and allowing opportunity for inspection by the ~~RPR~~OAR may be ordered removed and replaced at the Contractor's expense.

Should the Contract Work include relocation, adjustment, or any other modification to existing facilities, not the property of the (Contract) 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.

50-4015 REMOVAL OF UNACCEPTABLE AND UNAUTHORIZED WORK.

All work that does not conform to the requirements of the Contract, Plans and Specifications will be considered unacceptable, unless otherwise determined acceptable by the ~~RPR~~ OAR as provided in paragraph 50-024, CONFORMITY WITH PLANS AND SPECIFICATIONS.

The Owner or OAR is authorized to reject Work which does not conform to the Contract. Unacceptable Work, whether the result of poor workmanship, use of defective materials, damage through carelessness, or any other cause found to exist prior to the final acceptance of the Work, shall be removed immediately and replaced in an acceptable manner in accordance with the provisions of Section 70, paragraph 70-14, CONTRACTOR'S RESPONSIBILITY FOR WORK.

~~No removal work made under provision of this subsection~~ shall be done without lines and grades having been established by the ~~RPR~~ Designer. Work done contrary to the instructions of the ~~RPR~~ OAR, work done beyond the lines shown on the plans or as established by the ~~RPR~~, OAR, except as herein specified, or any extra work done without authority, will be considered as unauthorized and will not be paid for under the provisions of the contract. Work so done may be ordered removed or replaced at the Contractor's expense.

Upon failure on the part of the Contractor to comply with any order of the ~~RPR~~ OAR made under the provisions of this subsection, the ~~RPR~~ OAR will have authority to cause unacceptable work to be remedied or removed and replaced; and unauthorized work to be removed and to recover the resulting costs ~~as a liquidated damage~~ will be assessed against the Contractor.

50-16 CORRECTION OF WORK

The Contractor shall promptly correct Work rejected by the OAR, Owner or any governmental authority that fails to conform to the requirements of the Contract, 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.

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.

The Contractor shall remove from the site portions of the Work which are not in accordance with the requirements of the Contract and are neither corrected by the Contractor nor accepted by the Owner.

If the Contractor does not proceed with correction of such nonconforming Work within a reasonable time fixed by written notice from the OAR, the Owner may correct or remove such nonconforming Work and all costs for such corrections or removals shall be assessed against the Contractor.

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.

Nothing contained in this subsection shall be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract. Establishment of the time period of one year as described above relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability 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.

50-17 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work which is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Price will be reduced in an equitable manner through a Contract Modification as determined by the OAR whether or not final payment has been made.

50-18 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents or fails to carry out orders given, fails to carry out Work in accordance with the Contract Documents, or fails to perform any or all provisions of the Contract 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.

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 GP-50 or for suspensions under GP-50 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 GP-40 attributable to circumstances otherwise anticipated in the Contract Documents.

50-19 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven-day period after receipt of written notice from the Owner to 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.

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

50-41-20 LOAD RESTRICTIONS.

The Contractor shall comply with all legal load restrictions in the hauling of materials on public roads beyond the limits of the work. A special permit will not relieve the Contractor of liability for damage that may result from the moving of material or equipment.

The operation of equipment of such weight or so loaded as to cause damage to structures or to any other type of construction will not be permitted. Hauling of materials over the base course or surface course under construction shall be limited as directed. No loads will be permitted on a concrete pavement, base, or structure before the expiration of the curing period. The Contractor, at their own expense, shall be responsible for the repair to equal or better than preconstruction conditions of any damage caused by the Contractor's equipment and personnel.

50-12 21 MAINTENANCE DURING CONSTRUCTION.

The Contractor shall maintain the Work during construction and until the Work is accepted. Maintenance shall constitute continuous and effective work prosecuted day by day, with adequate equipment and forces so that the Work is maintained in satisfactory condition at all times.

In the case of a contract for the placing of a course upon a course or subgrade previously constructed, the Contractor shall maintain the previous course or subgrade during all construction operations.

All costs of maintenance work during construction and before the project Work is accepted shall be included in the unit prices bid on the various Contract items, and the Contractor will not be paid an additional amount for such work.

50-13 22 FAILURE TO MAINTAIN THE WORK.

Should the Contractor at any time fail to maintain the work as provided in paragraph 50-22, MAINTENANCE DURING CONSTRUCTION, the RPR OAR shall immediately notify the Contractor of such noncompliance. Such notification shall specify a reasonable time within which the Contractor shall be required to remedy such unsatisfactory maintenance condition. The time specified will give due consideration to the exigency that exists.

Should the Contractor fail to respond to the RPR's OAR's notification, the Owner may suspend any work necessary for the Owner to correct such unsatisfactory maintenance condition, depending on the exigency that exists. Any maintenance cost incurred by the Owner, shall be assessed ~~recovered as a liquidated~~ damage against the Contractor.

50-14 23 PARTIAL ACCEPTANCE.

If at any time during the execution of the Project the Contractor substantially completes a usable unit or portion of the Work, the occupancy of which will benefit the Owner, the Contractor may request the Owner to make final inspection of that unit. If the Owner finds upon inspection that the unit has been satisfactorily completed in compliance with the Contract, the Owner may accept it as being complete, and the Contractor may be relieved of further responsibility for that unit. Such partial acceptance and beneficial occupancy by the Owner shall not void or alter any provision of the Contract.

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 GP-70 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.

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.

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.

50-24 SUBSTANTIAL COMPLETION

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, the Work is at the level of completion and in conformance with the requirements of the Contract Documents, where:

- a. The Certificate of Occupancy or Completion has been issued by the City of Orlando, if applicable, 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.*
- b. The Owner has received all required warranties (draft form), Operation & Maintenance Manuals, As-built drawings and other documentation required by the Contract Documents; and*
- c. 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.*

When the Contractor considers that the Work or designated portion thereof is close to being Substantially Complete, the Contractor shall prepare and submit to the OAR a comprehensive punch list of items to be completed or corrected and the schedule to complete each item. The punch list shall be transmitted to the OAR a minimum of five (5) business days prior to Contractor's anticipated date of achieving Substantial Completion. The Contractor shall proceed promptly to complete and correct items on the 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.

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.

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.

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.

50-4525 FINAL ACCEPTANCE.

Upon due notice from the Contractor of presumptive completion of the entire project *and upon receipt of a final application for payment*, the ~~RPR~~ Designer, OAR and Owner will make an inspection. *Final completion shall be achieved by the Contractor within the timeframe set forth in GP-20, unless otherwise required in the Contract.* If all construction provided for and contemplated by the Contract is found to be complete in accordance with the Contract, plans, and specifications, *and all close-out documentation has been delivered to the OAR*, such inspection shall constitute the final inspection. The ~~RPR~~ OAR shall notify the Contractor in writing of final acceptance as of the date of the final inspection *and the OAR shall execute a final Certification for Payment in the form acceptable to the Owner.*

If, however, the inspection discloses any Work, in whole or in part, as being unsatisfactory, the ~~RPR~~ OAR will notify the Contractor and the Contractor shall correct the unsatisfactory work. Upon correction of the Work, another inspection will be made which shall constitute the final inspection, provided the Work has been satisfactorily completed. In such event, the ~~RPR~~ OAR will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of final inspection.

Refer to GP-90-08, Acceptance and Final Payment for additional requirements for final acceptance.

50-46 26 CLAIMS FOR ADJUSTMENT AND DISPUTES.

If for any reason the Contractor deems that additional compensation is due for Work or materials not clearly provided for in the Contract, Plans, or Specifications or previously authorized as extra work, the Contractor shall notify the ~~RPR~~ OAR in writing of its intention to claim such additional compensation before it begins the work on which it bases the Claim. If such notification is not given or the ~~RPR~~ OAR is not afforded proper opportunity by the Contractor for keeping strict account of actual cost as required, then the Contractor hereby agrees to waive any Claim for such additional compensation. Such notice by the Contractor and the fact that the ~~RPR~~ OAR has kept account of the cost of the work shall not in any way be construed as proving or substantiating the validity of the Claim. ~~When the work on which the claim for additional compensation is based has been completed, the Contractor shall, within 10 calendar days, submit a written claim to the RPR who will present it to the Owner for consideration in accordance with local laws or ordinances.~~

Nothing in this subsection shall be construed as a waiver of the Contractor's right to dispute final payment based on differences in measurements or computations.

~~50-17 Value Engineering Cost Proposal.~~

50-27 PROCEDURES FOR SUBMITTING CLAIMS AND DISPUTES

1. Claims and Disputes

- .1 Time Limits and Claim Substantiation. All Claims by the Contractor must be made within fourteen (14) days after occurrence of the event giving rise to such Claim or within fourteen (14) days after the Contractor first recognizes the condition giving rise to the Claim, whichever is later. Claims*

must be initiated by written notice to the Owner, provided in accordance with this Contract, and contain a thorough description of the basis of the Claim, with a copy served to the Owner and the OAR. RCOs, Daily reports, updated monthly schedules, Requests for Information, Applications for Payments, meetings and meeting minutes, and other administrative documents required by the contract do not constitute written notice of a Claim.

- .2 The Contractor shall be responsible for substantiating and quantifying its Claim within thirty (30) days of the written notice by submitting 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 GP-40. Failure to comply with the time requirements for providing written notice and substantiation of Claims shall result in a waiver of the applicable Claim. Under no circumstances shall the Contractor be entitled to any indirect, incidental, special, or consequential damages in any proceeding arising out of or relating to this Contract or the breach thereof.*
- .3 Continuing Contract Performance. Pending final resolution of a Claim, including, but not limited to during the process set forth in Paragraphs 1.4 and 1.5, the Contractor shall proceed diligently with performance of the Work. Neither the Owner's payment on an Application for Payment pending final resolution of a Claim nor the Owner's agreement to relief in connection with a Claim, RCO, or otherwise shall be deemed to expressly, impliedly, by course of conduct or otherwise, waive the requirements for notice and substantiation of Claims.*
- .4 By making final payment, the Owner does not waive any of its rights in law or under the Contract arising from: (a) liens, claims, security interests or encumbrances arising out of the Contract and unknown or 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.*
- .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 GP-40. 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 GP-40. 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.*
- .6 Injury or Damage to Person or Property. If Contractor suffers injury or damage to person or property because of an act or omission of the Owner, of Owner's employees or agents, or of others for whose*

acts the Owner is legally liable, written notice of such injury or damage, whether or not insured, shall be given to the Owner in accordance with this Contract no later than fourteen (14) days after first observance. The notice shall provide sufficient detail to enable the Owner to investigate the matter.

2. MANDATORY PRE-SUIT MEDIATION

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.

3. CERTIFICATION OF SUBCONTRACTOR CLAIM

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 nor is the Contractor entitled to relief by the Owner unless the certification contemplated by this Section has been properly furnished to the Owner.

4. RESOLUTION OF DISPUTES

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.

The Contractor shall, within fifteen (15) business days from delivery of notice from the Owner or OAR, produce for examination by the Owner, OAR or an authorized representative of either of them, all of the Contractor's records related to the Work or under the Contract, including, but not limited to, books of account, bills, invoices, payrolls, Subcontracts, Subcontractor payment requests, time sheets/cards, progress records, daily logs, daily reports, cost accounting records, correspondence, and any other document or record, regarding all of the Contractor's acts and transactions in connection with or relating to or arising by reason of the Contract, and provide appropriate personnel familiar with such records to explain such records and answer questions regarding any Claims made under this Contract. The Contractor's failure to furnish the requested information or appear for examination shall result in the Contractor's waiver and release of all Claims arising out of, relating to, or by reason of this Contract, except for the sums certified by the OAR to be due under the provisions of the Contract. In addition to the foregoing, to the extent any Claim by the Contractor includes any claims by Subcontractors, arising under or by reason of this Contract, the Owner shall also have the right through its designees, upon written notice, to require the Subcontractor to produce the above described records related to the Work in connection with this Contract in the Subcontractor's possession and to submit itself and persons in its employ to similarly explain its records and answer questions, within fifteen (15) business days from delivery of written notice from the Owner to the Contractor requesting same. The Contractor shall ensure that the Subcontractor timely complies with this provision.

It is further stipulated and agreed that no person or entity has power to waive any of the foregoing provisions of this subparagraph 4, and that in any action against the Owner to recover on any claim or any sum in excess of the sums certified by the OAR to be due under or by reason of this Contract, the Contractor must allege in its complaint, and prove at trial, compliance with the provisions of this subparagraph 4.

50-28 MULTIPLE CONTRACTS WITH CONTRACTOR SETOFF

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 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.

50-29 OWNER'S AUDIT RIGHTS

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, , documents described in GP-40 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.

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.

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.

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.

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.

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.

END OF SECTION 50

SECTION 60 CONTROL OF MATERIALS

60-01 SOURCE OF SUPPLY AND QUALITY REQUIREMENTS.

The materials used on the work shall conform to the requirements of the contract, plans, and specifications. Unless otherwise specified, such materials that are manufactured or processed shall be new (as compared to used or reprocessed).

In order to expedite the inspection and testing of materials, the Contractor shall furnish documentation to the ~~RPR~~ OAR as to the origin, composition, and manufacture of all materials to be used in the Work. Documentation shall be furnished promptly after execution of the contract but, in all cases, prior to delivery of such materials.

At the ~~RPR's~~ OAR's option, materials may be approved at the source of supply before delivery. If it is found after trial that sources of supply for previously approved materials do not produce specified products, the Contractor shall furnish materials from other sources.

The Contractor shall furnish airport lighting equipment that meets the requirements of the specifications; and is listed in AC 150/5345-53, AIRPORT LIGHTING EQUIPMENT CERTIFICATION PROGRAM AND ADDENDUM, that is in effect on the date of Advertisement.

60-02 SAMPLES, TESTS, AND CITED SPECIFICATIONS.

All materials used in the work shall be inspected, tested, and approved by the ~~RPR~~ OAR before incorporation in the work unless otherwise designated. Any work in which untested materials are used without approval or written permission of the ~~RPR~~ OAR shall be performed at the Contractor's risk. Materials found to be unacceptable and unauthorized will not be paid for and, if directed by the ~~RPR~~, OAR, shall be removed at the Contractor's expense.

Unless otherwise designated, quality assurance tests will be made by *the* OAR and at the expense of the Owner in accordance with the cited standard methods of ASTM, American Association of State Highway and Transportation Officials (AASHTO), federal specifications, Commercial Item Descriptions, and all other cited methods, which are current on the date of Advertisement for Bids.

The testing organizations performing on-site quality assurance field tests shall have copies of all referenced standards on the construction site for use by all technicians and other personnel. Unless otherwise designated, samples for quality assurance will be taken by a qualified representative of the ~~RPR~~ OAR. All materials being used are subject to inspection, test, or rejection at any time prior to or during incorporation into the work. Copies of all tests will be furnished to the Contractor's representative at their request after review and approval of the ~~RPR~~ OAR.

A copy of all Contractor QC test data shall be provided to the OAR daily, along with printed reports, in an approved format, on a weekly basis. After completion of the project, and prior to final payment, the Contractor shall submit a final report to the OAR showing all test data reports, plus an analysis of all results showing ranges, averages, and corrective action taken on all failing tests.

All test data from the Contractor shall be furnished in the Close-out Manuals, paper format and electronic format on an optical disk.

60-03 CERTIFICATION OF COMPLIANCE/ANALYSIS (COC/COA) .

The ~~RPR~~ OAR may permit the use, prior to sampling and testing, of certain materials or assemblies when accompanied by manufacturer's COC stating that such materials or assemblies fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer. Each lot of such materials or assemblies delivered to the work must be accompanied by a certificate of compliance in which the lot is clearly identified. The COA is the manufacturer's COC and includes all applicable test results.

Materials or assemblies used on the basis of certificates of compliance may be sampled and tested at any time and if found not to be in conformity with contract requirements will be subject to rejection whether in place or not.

The form and distribution of certificates of compliance shall be as approved by the ~~RPR~~ OAR.

When a material or assembly is specified by "brand name or equal" and the Contractor elects to furnish the specified "or equal," the Contractor shall be required to furnish the manufacturer's certificate of compliance for each lot of such material or assembly delivered to the work. Such certificate of compliance shall clearly identify each lot delivered and shall certify as to:

- a. Conformance to the specified performance, testing, quality or dimensional requirements; and,
- b. Suitability of the material or assembly for the use intended in the contract work.

The ~~RPR~~ Designer shall be the sole judge as to whether the proposed "or equal" is suitable for use in the work.

The ~~RPR~~ Owner reserves the right to refuse permission for use of materials or assemblies on the basis of certificates of compliance.

60-04 PLANT INSPECTION.

The ~~RPR~~ OAR or their authorized representative may inspect, at its source, any specified material or assembly to be used in the work. Manufacturing plants may be inspected from time to time for the purpose of determining compliance with specified manufacturing methods or materials to be used in the work and to obtain samples required for acceptance of the material or assembly.

Should the ~~RPR~~ OAR conduct plant inspections, the following conditions shall exist::

- a. The ~~RPR~~ OAR shall have the cooperation and assistance of the Contractor and the producer with whom the Contractor has contracted for materials.
- b. The ~~RPR~~ OAR shall have full entry at all reasonable times to such parts of the plant that concern the manufacture or production of the materials being furnished.
- c. If required by the ~~RPR~~ OAR, the Contractor shall arrange for adequate office or working space that may be reasonably needed for conducting plant inspections. Office or working space should be conveniently located with respect to the plant.

It is understood and agreed that the Owner shall have the right to retest any material that has been tested and approved at the source of supply after it has been delivered to the site. The OAR shall have the right to reject only material which, when retested, does not meet the requirements of the Contract, plans, or specifications.

**60-05 OWNER'S AUTHORIZED REPRESENTATIVE (OAR) ~~Engineer/Resident Project Representative~~
FIELD OFFICE.**

When required by the Contract, the Contractor shall provide dedicated space for the use of the engineer, OAR, and inspectors, as a field office for the duration of the project. This space shall be located conveniently near the construction and shall be separate from any space used by the Contractor. The Contractor shall furnish water, sanitary facilities, heat, air conditioning, and electricity.

60-06 STORAGE OF MATERIALS.

Materials shall be so stored as to assure the preservation of their quality and fitness for the ~~w~~Work. Stored materials, even though approved before storage, may again be inspected prior to their use in the ~~w~~Work. Stored materials shall be located so as to facilitate their prompt inspection. The Contractor shall coordinate the storage of all materials with the ~~RPR~~ OAR. Materials to be stored on airport property shall not create an obstruction to air navigation nor shall they interfere with the free and unobstructed movement of aircraft. Unless otherwise shown on the plans, and/or CSPP, the storage of materials and the location of the Contractor's plant and parked equipment or vehicles shall be as directed by the ~~RPR~~ OAR. Private property shall not be used for storage purposes without written permission of the ~~e~~Owner or lessee of such property. The Contractor shall make all arrangements and bear all expenses for the storage of materials on private property. Upon request, the Contractor shall furnish the ~~RPR~~ OAR a copy of the property owner's permission.

All storage sites on private or airport property shall be restored to their original condition by the Contractor at ~~their~~ Contractor's expense, except as otherwise agreed to (in writing) by the Owner or lessee of the property.

The Contractor shall be responsible for all loss or damage to the Contractor's equipment and tools on the job site including, but not limited to, loss or damage from theft, malicious mischief or vandalism. The Contractor shall be responsible for all loss or damage of stored materials or equipment located on the Owner's property until the Work reaches Final Completion, including but not limited to all loss or damage arising from theft, malicious mischief or vandalism.

At the Owner's sole discretion, payment may be made for the 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. . Payment for stored materials will be limited to the actual cost of the equipment or material as documented by invoices, excluding all other costs such as shipping, handling, and storage. In order for stored material to qualify for early payment hereunder, the value of the materials must exceed \$10,000 and the stored materials must not be scheduled to be incorporated into the Work within sixty (60) days, unless otherwise allowed by Owner. Payment for such stored items shall not relieve the Contractor of its obligations to furnish and install the items in accordance with the Contract Documents and to adequately protect, insure, secure, and maintain such stored items until the Work reaches Final Completion. 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.*

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 until the Work reaches Final Completion, including but not limited to all loss or damage arising from theft, malicious mischief or vandalism. Contractor assumes all risk of transit with respect to such stored materials.

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.

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, and that the Contractor shall retain all obligations under this Contract related to the Work, including but not limited to responsibility to adequately insure, maintain, secure and protect all Work and all materials and equipment related to the Work until the Work reaches Final Completion, including, but not limited to, adequately insuring, securing and protecting all such Work and materials and equipment related to the Work from weather damage. The Contractor further warrants that upon submission of an Application for Payment, all Work for which Certifications for Payment have been previously executed or all Work for which payments have been received from the Owner shall be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material Suppliers, or other persons or entities making a claim by reason of having provided labor, materials, and equipment relating to the Work.

60-07 UNACCEPTABLE MATERIALS.

Any material or assembly that does not conform to the requirements of the contract, plans, or specifications shall be considered unacceptable and shall be rejected. The Contractor shall remove any rejected material or assembly from the site of the work, unless otherwise instructed by the RPR OAR.

Rejected material or assembly, the defects of which have been corrected by the Contractor, shall not be returned to the site of the work until such time as the RPR OAR has approved its use in the work.

60-08 OWNER FURNISHED MATERIALS.

The Contractor shall furnish all materials required to complete the work, except those specified, if any, to be furnished by the Owner. Owner-furnished materials shall be made available to the Contractor at the location specified.

All costs of handling, transportation from the specified location to the site of work, storage, and installing Owner-furnished materials shall be included in the unit price bid for the contract item in which such Owner-furnished material is used.

After any Owner-furnished material has been delivered to the location specified, the Contractor shall be responsible for any demurrage, damage, loss, or other deficiencies that may occur during the Contractor's handling, storage, or use of such Owner-furnished material. The Owner will deduct from any monies due or to become due the Contractor any cost incurred by the Owner in making good such loss due to the Contractor's handling, storage, or use of Owner-furnished materials.

END OF SECTION 60

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SECTION 70 LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC

70-01 LAWS TO BE OBSERVED.

The Contractor shall keep fully informed of all federal and state laws, all local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work. The Contractor shall at all times observe and comply with all such laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the Owner and all their officers, agents, or servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by the Contractor or the Contractor's employees.

70-02 FAA REQUIRED PROVISIONS

.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 state 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.*

.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 not unjustly discriminatory basis to all users thereof and shall charge fair, reasonable and not unjustly 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.*

.3 Texting When Driving. *In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant. In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 and involve driving a motor vehicle in performance of work activities associated with the project.*

.4 Energy Conservation Requirements. *Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201et seq). This provision must be included in all lower tier contracts.*

.5 Interfering Structures and Electronics. *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.*

.6 Landing Area and Air Navigation Facility. *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.*

.7 TSA Regulations. *The Contractor shall comply with all applicable Transportation Security Administration (TSA) regulations concerning Airport security.*

.8 Pollution. *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.*

.9 Airport Operations. *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.*

.10 Height Restrictions. *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.*

.11 Construction Lighting. *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.*

.12 Undue Risk and Interference. *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.*

.13 Occupational Safety and Health Act of 1970. *All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910, with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.*

.14 Procurement of Recovered Materials. *Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this Contract and to the extent practicable, the Contractor and subcontractors are to use of products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever: a) The Contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or, b) The Contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year. The list of EPA-designated items is available at www.epa.gov/epawaste/conserves/tools/cpg/products/. Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is: a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;*

b) *Fails to meet reasonable contract performance requirements; or c) Is only available at an unreasonable price.*

.15 Seismic Safety. *The Contractor agrees to ensure that all work performed under this Contract, including work performed by Subcontractors, conforms to a building code standard that provides a level of seismic safety substantially equivalent to standards established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety.*

.16 Federal Fair Labor Standards Act (Federal Minimum Wage) (29 USC § 201 et seq.) *All contracts and subcontracts that result from this solicitation incorporate by reference, the provisions of 29 CFR Par 201, 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. All subcontractors must comply with the FLSA.*

70-02 03 PERMITS, LICENSES, AND TAXES.

The Contractor shall procure all permits and licenses, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful execution of the work.

70-03 04 PATENTED DEVICES, MATERIALS, AND PROCESSES.

If the Contractor is required or desires to use any design, device, material, or process covered by letters of patent or copyright, the Contractor shall provide for such use by suitable legal agreement with the Patentee or Owner. The Contractor and the surety shall *defend against any lawsuits or claims made against the Owner and shall indemnify and hold harmless the Owner, any third party, or political subdivision from any and all claims for infringement by reason of the use of any such patented design, device, material or process, or any trademark or copyright, and shall indemnify the Owner for any costs, expenses, and damages which it may be obliged to pay by reason of an infringement, at any time during the execution or after the completion of the Work.*

70-04 05 RESTORATION OF SURFACES DISTURBED BY OTHERS.

The Owner reserves the right to authorize the construction, reconstruction, or maintenance of any public or private utility service, FAA or National Oceanic and Atmospheric Administration (NOAA) facility, or a utility service of another government agency at any time during the progress of the work. To the extent that such construction, reconstruction, or maintenance has been coordinated with the Owner, such authorized work (by others) ~~is shall be~~ *as indicated as follows: on the Project Plans or described in the Contract Documents.*

Except as listed above, the Contractor shall not permit any individual, firm, or corporation to excavate or otherwise disturb such utility services or facilities located within the limits of the Work without the written permission of the ~~RPR~~ OAR.

Should the owner of public or private utility service, FAA, or NOAA facility, or a utility service of another government agency be authorized to construct, reconstruct, or maintain such utility service or facility during the progress of the Work, the Contractor shall cooperate with such owners by arranging and performing the work in this contract so as to facilitate such construction, reconstruction or maintenance by others whether or not such work by others is listed above. When ordered as extra work by the ~~RPR~~ OAR, the Contractor shall make all necessary repairs to the work which are due to such authorized work by others, unless otherwise provided for in the contract, plans, or specifications. It is understood and agreed that the

Contractor shall not be entitled to make any claim for damages due to such authorized work by others or for any delay to the work resulting from such authorized work.

70-05 06 FEDERAL PARTICIPATION.

The United States Government has agreed to reimburse the Owner for some portion of the Contract costs. The Contract Work is subject to the inspection and approval of duly authorized representatives of the FAA Administrator. No requirement of this Contract shall be construed as making the United States a party to the Contract nor will any such requirement interfere, in any way, with the rights of either party to the Contract

70-06 07 SANITARY, HEALTH, AND SAFETY PROVISIONS.

The Contractor's worksite and facilities shall comply with applicable federal, state, and local requirements for health, safety and sanitary provisions.

70-07 08 PUBLIC CONVENIENCE AND SAFETY.

The Contractor shall control their operations and those of their subcontractors and all suppliers, to assure the least inconvenience to the traveling public. Under all circumstances, safety shall be the most important consideration.

The Contractor shall maintain the free and unobstructed movement of aircraft and vehicular traffic with respect to their own operations and those of their own subcontractors and all suppliers in accordance with Section 40, paragraph 40-07, MAINTENANCE OF TRAFFIC, and shall limit such operations for the convenience and safety of the traveling public as specified in Section 80, paragraph 80-05, LIMITATION OF OPERATIONS.

The Contractor shall remove or control debris and rubbish resulting from its work operations at frequent intervals, and upon the order of the RPR OAR. If the RPR OAR determines the existence of Contractor debris in the work site represents a hazard to airport operations and the Contractor is unable to respond in a prompt and reasonable manner, the RPR OAR reserves the right to assign the task of debris removal to a third party and recover assess the resulting costs as a liquidated damage against the Contractor.

70-08 09 CONSTRUCTION SAFETY AND PHASING PLAN (CSPP).

The Contractor shall complete the Work in accordance with the approved Construction Safety and Phasing Plan (CSPP) developed in accordance with AC 150/5370-2, Operational Safety on Airports During Construction. The CSPP is included as an attachment to Specification Section C-105 Safety, Security and Maintenance of Traffic.

70-09 10 USE OF EXPLOSIVES.

USE OF EXPLOSIVES IS STRICTLY PROHIBITED

70-10 11 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE.

The Contractor shall be responsible for the preservation of all public and private property, and shall protect carefully from disturbance or damage all land monuments and property markers until the Engineer/RPR OAR has witnessed or otherwise referenced their location and shall not move them until directed.

The Contractor shall be responsible for all damage or injury to property of any character, during the execution of the Work, resulting from any act, omission, neglect, or misconduct in manner or method of

executing the Work, or at any time due to defective work or materials, and said responsibility will not be released until the project shall have been completed and accepted.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the Work, or in consequence of the non-execution thereof by the Contractor, the Contractor shall restore, at their own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, or otherwise restoring as may be directed, or the Contractor shall make good such damage or injury in an acceptable manner.

70-4112 INDEMNIFICATION RESPONSIBILITY FOR DAMAGE CLAIMS.

~~The Contractor shall indemnify and hold harmless the Engineer/RPR and the Owner and their officers, agents, and employees from all suits, actions, or claims, of any character, brought because of any injuries or damage received or sustained by any person, persons, or property on account of the operations of the Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of said Contractor; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the "Workmen's Compensation Act," or any other law, ordinance, order, or decree. Money due the Contractor under and by virtue of their own contract considered necessary by the Owner for such purpose may be retained for the use of the Owner or, in case no money is due, their own surety may be held until such suits, actions, or claims for injuries or damages shall have been settled and suitable evidence to that effect furnished to the Owner, except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that he or she is adequately protected by public liability and property damage insurance.~~

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.

The indemnification obligations of this Contract shall not be limited or reduced by Liquidated Damages that may be assessed against the Contractor.

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, the State of Florida Department of Transportation, 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.

The indemnification provisions shall survive the expiration or termination of this Contract. The Owner's right to indemnification is in addition to and not in lieu of any other right, obligation, or remedy under the Contract or applicable law, including, without limitation, the Owner's ability to assess Backcharges and Liquidated Damages. The Owner may seek indemnification at any time.

70-12 13 THIRD PARTY BENEFICIARY CLAUSE.

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

70-13 14 OPENING SECTIONS OF THE WORK TO TRAFFIC.

If it is necessary for the Contractor to complete portions of the ~~Contract~~ ~~Work~~ for the beneficial occupancy of the Owner prior to completion of the entire ~~Contract~~, such "phasing" of the work shall be specified below and indicated on the approved Construction Safety and Phasing Plan (CSPP) and the project plans. When so specified, the Contractor shall complete such portions of the work on or before the date specified or as otherwise specified.

~~[Phase or Description]~~

~~[Required Date or Sequence of Owner's Beneficial Occupancy]~~

~~[Work Shown on Plan Sheet]~~

The CSPP is included in Specification Section C-105 Safety, Security and Maintenance of Traffic as an attachment.

Upon completion of any portion of work listed above, such portion shall be accepted by the Owner in accordance with Section 50, paragraph 50-23, PARTIAL ACCEPTANCE.

No portion of the Work may be opened by the Contractor for public use until ordered by the ~~Owner~~ OAR in writing. Should it become necessary to open a portion of the Work to public traffic on a temporary or intermittent basis, such openings shall be made when, in the opinion of the ~~RPR~~ OAR, such portion of the work is in an acceptable condition to support the intended traffic. Temporary or intermittent openings are considered to be inherent in the Work and shall not constitute either acceptance of the portion of the Work so opened or a waiver of any provision of the Contract. Any damage to the portion of the Work so opened that is not attributable to traffic which is permitted by the Owner shall be repaired by the Contractor at their expense.

The Contractor shall make their own estimate of the inherent difficulties involved in completing the Work under the conditions herein described and shall not claim any added compensation by reason of delay or increased cost due to opening a portion of the ~~contract~~ Work.

The Contractor must conform to safety standards contained AC 150/5370-2 and the approved CSPP.

Contractor shall refer to the plans, specifications, and the approved CSPP to identify barricade requirements, temporary and/or permanent markings, airfield lighting, guidance signs and other safety requirements prior to opening up sections of work to traffic.

70-44 15 CONTRACTOR'S RESPONSIBILITY FOR WORK.

Until the RPR's OAR's final written acceptance of the entire completed work, excepting only those portions of the work accepted in accordance with Section 50, paragraph 50-24, PARTIAL ACCEPTANCE, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part due to the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof except damage to the work due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to acts of God such as earthquake, tidal wave, tornado, hurricane or other cataclysmic phenomenon of nature, or acts of the public enemy or of government authorities.

If the work is suspended for any cause whatever, the Contractor shall be responsible for the work and shall take such precautions necessary to prevent damage to the work. The Contractor shall provide for normal drainage and shall erect necessary temporary structures, signs, or other facilities at their own expense. During such period of suspension of work, the Contractor shall properly and continuously maintain in an acceptable growing condition all living material in newly established planting, seeding, and sodding furnished under the contract, and shall take adequate precautions to protect new tree growth and other important vegetative growth against injury.

70-45 16 CONTRACTOR'S RESPONSIBILITY FOR UTILITY SERVICE AND FACILITIES OF OTHERS.

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.

As provided in paragraph 70-04, RESTORATION OF SURFACES DISTURBED BY OTHERS, the Contractor shall cooperate with the owner of any public or private utility service, FAA or NOAA, or a utility service of another government agency that may be authorized by the Owner to construct, reconstruct or maintain such utility services or facilities during the progress of the Work. In addition, the Contractor shall control their operations to prevent the unscheduled interruption of such utility services and facilities.

To the extent that such public or private utility services, FAA, or NOAA facilities, or utility services of another governmental agency are known to exist within the limits of the contract work, the approximate locations have been indicated on the plans. ~~and the owners are indicated as follows:~~

It is understood and agreed that the Owner does not guarantee the accuracy or the completeness of the location information relating to existing utility services, facilities, or structures that may be shown on the plans or encountered in the work. Any inaccuracy or omission in such information shall not relieve the Contractor of the responsibility to protect such existing features from damage or unscheduled interruption of service.

It is further understood and agreed that the Contractor shall, upon execution of the ~~C~~contract, notify the Owners of all utility services or other facilities of their plan of operations. Such notification shall be in writing, ~~addressed to "The Person to Contact" as provided in this paragraph and paragraph 70-04, Restoration of Surfaces Disturbed By Others.~~ A copy of each notification shall be given to the ~~RPR~~ OAR.

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

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

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

Where the outside limits of an underground utility service have been located and staked on the ground, the Contractor shall be required to use hand excavation methods within 3 feet (1 m) of such outside limits at such points as may be required to ensure protection from damage due to the Contractor's operations.

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

The Contractor shall bear all costs of damage and restoration of service to any utility service or facility due to their operations whether due to negligence or accident. The Owner reserves the right to deduct such costs from any monies due or which may become due the Contractor, or their own surety.

70-45.4 17 FAA FACILITIES AND CABLE RUNS.

The Contractor is hereby advised that the construction limits of the project include existing facilities and buried cable runs that are owned, operated and maintained by the FAA. The Contractor, during the execution of the project Work, shall comply with the following:

- a. The Contractor shall permit FAA maintenance personnel the right of access to the project work site for purposes of inspecting and maintaining all existing FAA owned facilities.
- b. The Contractor shall provide notice to the FAA Air Traffic Organization (ATO)/Technical Operations/System Support Center (SSC) Point-of-Contact through the airport Owner a minimum of seven (7) calendar days prior to commencement of construction activities in order to permit sufficient time to locate and mark existing buried cables and to schedule any required facility outages. If prosecution of the ~~project work~~ Project Work requires a facility outage, the Contractor shall contact the ~~above named FAA Point-of-Contact~~ Owner a minimum of ~~five (5) days 48 hours~~ prior to the time of the required outage.
- c. If execution of the ~~p~~Project Work requires a facility outage, the Contractor shall contact the Owner ~~FAA Point-of-Contact~~ a minimum of ~~five (5) days 72 hours~~ prior to the time of the required outage..

- d. Any damage to FAA cables, access roads, or FAA facilities during construction caused by the Contractor's equipment or personnel whether by *intentional conduct*, negligence or accident will require the Contractor to repair or replace the damaged cables, access road, or FAA facilities to FAA requirements *at the Contractor's sole cost*. The Contractor shall not bear the cost to repair damage to underground facilities or utilities improperly located by the FAA.
- e. If the ~~p~~*Project Work* requires the cutting or splicing of FAA owned cables, the ~~Owner FAA Point-of-Contact~~ shall be contacted a minimum of *five (5) days* ~~72 hours~~ prior to the time the cable work commences. The FAA reserves the right to have a FAA representative on site to observe the splicing of the cables as a condition of acceptance. All cable splices are to be accomplished in accordance with FAA specifications and require approval by the FAA Point-of-Contact as a condition of acceptance by the Owner. The Contractor is hereby advised that FAA restricts the location of where splices may be installed. If a cable splice is required in a location that is not permitted by FAA, the Contractor shall furnish and install a sufficient length of new cable that eliminates the need for any splice.

70-45.2 18 NAVAIDS AND OTHER SIGNALS

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 Documents. Any inaccuracy or omission shall not relieve the Contractor of its responsibility to protect such existing facilities from damage or unscheduled interruption of service.

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.

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.

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.

70-16 19 FURNISHING RIGHTS-OF-WAY.

The Owner will be responsible for furnishing all rights-of-way upon which the work is to be constructed in advance of the Contractor's operations.

70-17 20 PERSONAL LIABILITY OF PUBLIC OFFICIALS.

In carrying out any of the contract provisions or in exercising any power or authority granted by this contract, there shall be no liability upon the Engineer, RPR OAR, their authorized representatives, or any officials of the Owner either personally or as an official of the Owner. It is understood that in such matters they act solely as agents and representatives of the Owner.

70-18 21 NO WAIVER OF LEGAL RIGHTS.

Upon completion of the work, the Owner will expeditiously make final inspection and notify the Contractor of final acceptance. Such final acceptance, however, shall not preclude or stop the Owner from correcting any measurement, estimate, or certificate made before or after completion of the Work, nor shall the Owner be precluded or stopped from recovering from the Contractor or their surety, or both, such overpayment as may be sustained, or by failure on the part of the Contractor to fulfill their obligations under the Contract. A waiver on the part of the Owner of any breach of any part of the Contract shall not be held to be a waiver of any other or subsequent breach.

The Contractor, without prejudice to the terms of the Contract, shall be liable to the Owner for latent defects, fraud, or such gross *negligence* mistakes as may amount to fraud, or as regards the Owner's rights under any warranty or guaranty.

By making the final payment, the Owner does not waive any of its rights in law or under the Contract arising from:

- .1 liens, claims, security interests or encumbrances arising out of the Contract and unknown or unsettled at the time final payment is made;*
- .2 latent defects;*
- .3 failure of the Work to comply with the requirements of the Contract Documents;*
- .4 terms of special warranties required by the Contract; or*
- .5 any claim for overpayment, including, but not limited to, those resulting directly or indirectly from any erroneous measurement, estimate or quantity.*

70-19 22 ENVIRONMENTAL PROTECTION.

The Contractor shall comply with all federal, state, and local laws and regulations controlling pollution of the environment. The Contractor shall take necessary precautions to prevent pollution of streams, lakes, ponds, and reservoirs with fuels, oils, asphalts, chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter.

70-20 23 ARCHAEOLOGICAL AND HISTORICAL FINDINGS.

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

Should the Contractor encounter, during their operations, any building, part of a building, structure, or object that is incongruous with its surroundings, the Contractor shall immediately cease operations in that location and notify the RPR OAR. The RPR OAR will immediately investigate the Contractor's finding and the Owner will direct the Contractor to either resume operations or to suspend operations as directed.

Should the Owner order suspension of the Contractor's operations in order to protect an archaeological or historical finding, or order the Contractor to perform *Extra Work* ~~extra work~~, such shall be covered by an appropriate *Contract Modification* ~~contract change order or supplemental agreement~~ as provided in Section 40, paragraph 40-06, EXTRA WORK, and Section 90, paragraph 90-11, PAYMENT FOR EXTRA WORK AND FORCE ACCOUNT WORK. If appropriate, the *Contract Modification* ~~contract change order or supplemental agreement~~ shall include an extension of contract time in accordance with Section 80, paragraph 80-09, DETERMINATION AND EXTENSION OF CONTRACT TIME.

70-21 24 PROTECTION OF PERSONS AND PROPERTY

A. Safety Program

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 GP-80. 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.

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.

B. Protection Of Persons and Property

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. In addition to the foregoing, the Contractor 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;*
- 2. the Work, materials and equipment to be incorporated therein, whether in storage, on or off the site, that is under the care, custody or control of the Contractor or the Contractor's Subcontractors; and*
- 3. 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.*

The Contractor shall erect and maintain, as required by existing conditions and the Contract Documents, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying the owners and users of adjacent sites and utilities of hazardous or dangerous conditions.

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.

The Contractor shall, at its sole cost and expense, promptly pay or, repair, or remedy all damage, injury, and loss to property referred to in Paragraphs 2 and 3 above caused in whole or in part by the Contractor, a Subcontractor or anyone directly or indirectly employed by any of them; by a defect in the Work or any element of the Work; or by anyone for whose acts they may be responsible for, to the extent the damage or loss is not attributable to acts or omissions of the Owner, OAR or Designer or anyone directly or indirectly acting on their behalf, or by anyone for whose acts any of them may be liable. The foregoing obligations of the Contractor are in addition to the Contractor's other obligations under this Contract. The Owner, at its option and in its sole discretion, may repair or remedy damages to property caused by the Contractor, or for which the Contract is otherwise responsible, and charge the Contractor all cost for such repair or remedy as a Backcharge.

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.

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.

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.

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.

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.

C. Hazardous Materials

In the event the Contractor encounters on the site 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.

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

D. Emergencies

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 GP-40. In addition to any other right under the Contract, in an emergency affecting the safety of persons or property, the Owner may take any action that, in its sole discretion, it deems necessary to prevent threatened damage, injury, or loss.

70-24 25 INSURANCE

A. CONTRACTOR'S INSURANCE

At its sole expense, Contractor shall maintain the following insurance and bonds throughout the term of this Contract, 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.

Contractor shall provide evidence of insurance reflecting compliance with the insurance requirements set forth below. 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.

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.

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

The minimum insurance requirements are as follows:

- .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 General Provisions 20-23. 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.*

.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.

.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 paragraph .1 and .2 above.

.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.

.5 If required by General Provisions 20-23, 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 General Provisions 20-23. 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.

.6 If required by General Provisions 20-23, 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.

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

.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.

.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.

.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.

.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.

.5 Self-insured retentions and deductibles shall not exceed the requirements set forth in General Provisions 20-23.

.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.

.7 The Owner may, at its sole discretion, suspend or terminate all Work pursuant to General Provisions 80-12, pending Contractor's inability to meet insurance requirements of this Contract 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.

B. PROPERTY INSURANCE

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.

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.

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.

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.

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).

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 General Provisions 50-24.

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.

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.

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.

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.

C. CONTRACTOR'S PROPERTY

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.

D. REPORTING INCIDENTS THAT MAY GIVE RISE TO AN INSURANCE CLAIM

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

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 General Provisions 50-29.

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.

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.

70-26 CONFIDENTIALITY

The Contractor agrees, during the term of this Agreement and forever thereafter, not to knowingly divulge, furnish or make available to any third person, firm or organization, without the Owner's prior written consent, or unless incident to the proper performance of the Contractor's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any information generated by the Contractor or received from the Owner, concerning the Work rendered by the Contractor or any subcontractor pursuant to this Agreement. Contractor shall provide Owner with immediate notice and provide an opportunity to defend or object to the production of such information if Contractor is served with a subpoena or other judicial or legislative process. The Owner's intent is to protect security and proprietary information in accordance with State or Federal Regulations.

70-27 PUBLIC RECORDS

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:

- a. *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.*
- b. *Upon request from the Owner's custodian of public records, provide the public with access to public records on the same terms and conditions that the Owner would provide the records and at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, as amended, or as otherwise provided by law.*
- c. *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.*
- d. *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 Work. 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. All records*

stored electronically must be provided to the Owner in a format that is compatible with the information technology systems of the Owner. 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.

- e. 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 the Contract.*
- f. 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.*
- g. If a civil action is filed against Contractor to compel production of public records relating to this Contract, Contractor will be solely responsible and liable for its attorney's fees and any resulting damages.*

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, THE CONTRACTOR MUST CONTACT THE OWNER'S CUSTODIAN OF PUBLIC RECORDS, WHO CAN BE REACHED AT: (407) 825-7015; PUBLICRECORDS@GOAA.ORG; OR CHIEF ADMINISTRATIVE OFFICER, ONE JEFF FUQUA BOULEVARD, ORLANDO, FLORIDA 32827.

70-28 WHISTLE BLOWER 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.

70-29 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 70

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SECTION 80 EXECUTION AND PROGRESS

80-01 SUBLETTING OF CONTRACT.

The Owner will not recognize any subcontractor on the Work. The Contractor shall at all times when ~~work~~ Work is in progress be represented either in person, by a qualified superintendent, or by other designated, qualified representative who is duly authorized to receive and execute orders of the ~~Resident Project Representative (RPR)~~ OAR.

The Contractor shall perform, with his organization, an amount of work equal to at least 25% ~~percent~~ of the ~~Total total~~ Contract ~~cost~~ Price.

Should the Contractor elect to assign their Contract, said assignment shall be concurred in by the surety, shall be presented for the consideration and approval of the Owner, and shall be consummated only on the written approval of the Owner. *The Owner may withhold its consent for any reason whatsoever.*

The Contractor shall provide copies of all subcontracts to the RPR OAR as soon as practicable after Notice of Intent to Award, and in no event not less than 14 days prior to the subcontractor being utilized on the project. As a minimum, the information shall include the following:

- Subcontractor's legal company name.
- Subcontractor's legal company address, including County name.
- Principal contact person's name, telephone and fax number.
- Complete narrative description, and dollar value of the work to be performed by the subcontractor.
- Copies of required insurance certificates in accordance with the specifications.
- Minority/ non-minority status.

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.

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. 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.

The Contractor shall not contract with a proposed person or entity to whom the Owner or OAR has made reasonable and timely objection.

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, 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.

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.

80-02 SUBCONTRACTUAL RELATIONS

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.

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.

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.

80-02 03 NOTICE TO PROCEED (NTP).

The Owner's Notice to Proceed will state the date on which Contract Time commences. ~~The Contractor is expected to commence project operations within [] days of the NTP date. The Contractor shall notify the RPR at least [24 hours] in advance of the time contract operations begins. The Contractor shall not commence any actual operations prior to the date on which the notice to proceed is issued by the Owner.~~

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.

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 GP-70.

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

80-03 04 EXECUTION AND PROGRESS.

Unless otherwise specified, the Contractor shall submit their coordinated construction schedule showing all work activities for the RPR's review and acceptance at least [10 days] prior to the start of work. The

Contractor's progress schedule, once accepted by the OAR, will represent the Contractor's baseline plan to accomplish the project in accordance with the terms and conditions of the Contract. The OAR will compare actual Contractor progress against the baseline schedule to determine that status of the Contractor's performance. The Contractor shall provide sufficient materials, equipment, and labor to guarantee the completion of the project in accordance with the plans and specifications within the time set forth in the *Bid Documents*.

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.

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.

Progress Schedules. Each month the Contractor shall submit a Progress Schedule to update the progress of the Work. Progress Schedules must be submitted with each Contractor's Application for Payment and the data contained in the Progress Schedule must accurately correspond to the progress of the work information contained in the Contractor's Application for Payment. The Contractor's Progress Schedule must accurately reflect the actual progress of the Work as well as any revisions to the logic, sequence, durations of work activities, or level of detail of the number, description, or division of the work activities. The Owner may refuse to process or issue payment for an Application for Payment without the Contractor's submission of a current, accurate, and updated Progress Schedule that is satisfactory to the OAR. The OAR may specify the format in which the Progress Schedules shall be delivered by the Contractor. The Contractor's failure to submit such updated Progress Schedule with an Application for Payment shall result in a waiver by Contractor of any and all claims for the time extensions for the time period covered by the Application for Payment.

If the Contractor's Progress Schedule reflects that completion of the Contract or a Contract milestone date is not within the Contract Time, then the Contractor must submit with the Progress Schedule the Contractor's proposed recovery plan for completing the Work within the Contract Time. In the event the Contractor claims entitlement to a time extension which is disputed by the Owner, the Contractor's recovery plan shall not be based upon receiving disputed time extensions.

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.

~~The Contractor's preliminary, baseline or progress schedule schedules, when approved by the Engineer OAR, may be used to establish major construction operations and to check on the progress of the work. The Contractor shall provide sufficient materials, equipment, and labor to guarantee the completion of the project in accordance with the plans and specifications within the time set forth in the proposal Bid.~~

Time limits stated in the Contract 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. The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial and Final Completion within the time frames established by the Contract.

~~If the Contractor falls significantly behind the submitted schedule, the Contractor shall, upon the RPR's request, submit a revised schedule for completion of the work within the contract time and modify their operations to provide such additional materials, equipment, and labor necessary to meet the revised schedule. Should the execution of the work be discontinued for any reason, the Contractor shall notify the RPR OAR at least 24 in advance of resuming operations.~~

The Contractor shall not commence any actual construction prior to the date on which the NTP is issued by the Owner.

The project schedule shall be prepared as a network diagram in Critical Path Method (CPM), Program Evaluation and Review Technique (PERT), or other format, or as otherwise specified. It shall include information on the sequence of work activities, milestone dates, and activity duration. The schedule shall show all *Work* items identified in the Bid Documents for each work area and shall include the ~~p~~*Project* start date and end date.

The Contractor shall maintain the *Work* schedule and provide an update and analysis of the progress schedule on a twice monthly basis, or as otherwise specified in the Contract. Submission of the *Work* schedule shall not relieve the Contractor of overall responsibility for scheduling, sequencing, and coordinating all ~~w~~*Work* to comply with the requirements of the Contract.

80-04 05 LIMITATION OF OPERATIONS.

The Contractor shall control their operations and the operations of their subcontractors and all suppliers to provide for the free and unobstructed movement of aircraft in the air operations areas (AOA) of the airport.

When the *Work* requires the Contractor to conduct their operations within an AOA of the airport, the *Work* shall be coordinated with ~~airport operations (through the RPR)~~ *the OAR* at least *72 hours* prior to commencement of such *Work*. The Contractor shall not close an AOA until so authorized by the ~~RPR OAR~~ and until the necessary temporary marking, signage and associated lighting is in place as provided in Section 70, paragraph 70-09, CONSTRUCTION SAFETY AND PHASING PLAN (CSPP).

When the Contract *Work* requires the Contractor to work within an AOA of the airport on an intermittent basis (intermittent opening and closing of the AOA), the Contractor shall maintain constant communications as specified; immediately obey all instructions to vacate the AOA; and immediately obey all instructions to resume work in such AOA. Failure to maintain the specified communications or to obey instructions shall be cause for suspension of the Contractor's operations in the AOA until satisfactory conditions are provided. The areas of the AOA identified in the Construction Safety Phasing Plan (CSPP) and as listed below, cannot be closed to operating aircraft to permit the Contractor's operations on a continuous basis and will therefore be closed to aircraft operations intermittently. ~~as follows:~~ *The Contractor shall refer to the Contract Drawings for specific information on work phasing and airfield safety for times of closure and closure information.*

The Contractor shall be required to conform to safety standards contained in AC 150/5370-2, Operational Safety on Airports During Construction and the approved CSPP.

The Contractor shall not commence any new work which is prejudicial to the work already started.

Personal vehicles of employees and vehicles operated by vendors of goods or services will not be permitted beyond the Contractor's parking area.

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.

80-04-1 06 OPERATIONAL SAFETY ON AIRPORT DURING CONSTRUCTION.

All Contractor's operations shall be conducted in accordance with the approved ~~p~~Project Construction Safety and Phasing Plan (CSPP) and the Safety Plan Compliance Document (SPCD) and the provisions set forth within the current version of AC 150/5370-2, Operational Safety on Airports During Construction. The CSPP included within the Contract Documents conveys minimum requirements for operational safety on the airport during construction activities. The Contractor shall prepare and submit a SPCD that details how it proposes to comply with the requirements presented within the CSPP.

The Contractor shall implement all necessary safety plan measures prior to commencement of any work activity. The Contractor shall conduct routine checks to assure compliance with the safety plan measures.

The Contractor is responsible to the Owner for the conduct of all subcontractors it employs on the ~~p~~Project. The Contractor shall assure that all subcontractors are made aware of the requirements of the CSPP and SPCD and that they implement and maintain all necessary measures.

No deviation or modifications may be made to the approved CSPP and SPCD unless approved in writing by the Owner. The necessary coordination actions to review Contractor proposed modifications to an approved CSPP or approved SPCD can require a significant amount of time.

80-05 07 CHARACTER OF WORKERS, METHODS, AND EQUIPMENT.

The Contractor shall, at all times, employ sufficient labor and equipment for prosecuting the Work to full completion in the manner and time required by the Contract, plans, and specifications.

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.

All workers shall have sufficient skill and experience to perform properly the work assigned to them. Workers engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform the work satisfactorily.

Any person employed by the Contractor or by any subcontractor who violates any operational regulations or operational safety requirements and, in the opinion of the ~~RPR~~ OAR, does not perform his work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the ~~RPR~~ OAR, be removed immediately by the Contractor or subcontractor employing such person, and shall not be employed again in any portion of the Work without approval of the ~~RPR~~ OAR. *Removal and replacement of personnel pursuant to this Section shall not give rise to entitlement by the Contractor to additional time or money, nor shall it constitute intentional interference or active interference by the Owner.*

Should the Contractor fail to remove such person or persons, or fail to furnish suitable and sufficient personnel for the proper execution of the work, the RPR OAR may suspend the Work by written notice until compliance with such orders.

Failure to fully staff the project with skilled workers, supervision, or project management personnel shall be cause for termination of the Contract or such other remedies as set forth in the Contract. The Contractor assumes all risks of delays or extra costs which may be associated with improper Department of Labor classifications and 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 improper Department of Labor classifications and labor disputes.

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.

All equipment that is proposed to be used on the work shall be of sufficient size and in such mechanical condition as to meet requirements of the work and to produce a satisfactory quality of work. Equipment used on any portion of the work shall be such that no injury to previously completed work, adjacent property, or existing airport facilities will result from its use.

When the methods and equipment to be used by the Contractor in accomplishing the work are not prescribed in the contract, the Contractor is free to use any methods or equipment that will accomplish the work in conformity with the requirements of the contract, plans, and specifications.

When the Contract specifies the use of certain methods and equipment, such methods and equipment shall be used unless otherwise authorized by the RPR OAR. If the Contractor desires to use a method or type of equipment other than specified in the contract, the Contractor may request authority from the RPR OAR to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed and of the reasons for desiring to make the change. If approval is given, it will be on the condition that the Contractor will be fully responsible for producing work in conformity with contract requirements. If, after trial use of the substituted methods or equipment, the RPR OAR determines that the work produced does not meet contract requirements, the Contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining work with the specified methods and equipment. The Contractor shall remove any deficient work and replace it with work of specified quality, or take such other corrective action as the RPR OAR may direct. No change will be made in basis of payment for the Contract items involved nor in contract time as a result of authorizing a change in methods or equipment under this paragraph.

80-06 08 TEMPORARY SUSPENSION OF THE WORK.

The Owner shall have the authority to suspend, *delay or interrupt* the Work wholly, or in part, ~~for such period or periods the Owner may deem necessary, due without cause, or for reasons including but not limited to unsuitable abnormal inclement weather (as defined in GP-40), or other conditions or circumstances which, in the Owner's discretion, are considered unfavorable for the execution of the Work, or for such time necessary due to the failure on the part of the Contractor to carry out orders given or perform any or all provisions of the cContract.~~ *The suspension, delay or interruption shall be for such period or periods as the Owner may deem necessary. An order by the Owner to suspend the Work shall be in writing except in cases of bona fide emergencies.*

In the event that the Contractor is ordered by the Owner, ~~in writing,~~ to suspend ~~work,~~ *delay or interrupt the Work* for some unforeseen cause not otherwise provided for in the Contract and over which the Contractor has no control, ~~and 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 the Contractor may be reimbursed for an equitable adjustment to the Total Contract Price for the increased direct costs of maintaining and securing the Work during the suspension period, subject to the limitations of GP-40.* ~~actual money expended on the Work during the period of shutdown. No allowance will be made for~~ *In such an event, the Contractor shall not be entitled to compensation for home office overhead or anticipated profits— during the period of suspension.* The period of shutdown shall be computed from the effective date of the written order to suspend ~~work~~ to the effective date of the written order to resume the ~~work~~. Claims for such compensation shall be filed with the ~~RPR OAR~~ within the time period *defined in GP-80.* ~~stated in the RPR's OAR's order to resume work.~~ The Contractor shall submit with their ~~own~~ *Claim* information substantiating the amount *and time* shown on the *Claimas required by GP-40 and 80.* The ~~RPR OAR~~ will forward the Contractor's *Claim* to the Owner for consideration in accordance with local laws or ordinances. No provision of this article shall be construed as entitling the Contractor to compensation for delays due to inclement weather or for any other delay provided for in the ~~Contract,~~ plans, or specifications.

If it becomes necessary to suspend ~~work~~ for an indefinite period, the Contractor shall store all materials in such manner that they will not become an obstruction nor become damaged in any way. The Contractor shall take every precaution to prevent damage or deterioration of the ~~work~~ performed and provide for normal drainage of the ~~work~~. The Contractor shall erect temporary structures where necessary to provide for traffic on, to, or from the airport.

The Contractor shall not be entitled to receive any increase in the Contract Time or the Total Contract Price for suspensions which are: (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 Pproject site during the relevant time period; (5) attributable to circumstances otherwise anticipated in the Contract; (6) to the extent that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or (7) to the extent an equitable adjustment is made or denied under another provision of this Contract.

80-07 09 DETERMINATION AND EXTENSION OF CONTRACT TIME.

The number of calendar days *allotted in the Contract Documents for Substantial Completion of the Work* shall be ~~is stated in the proposal GP-20, BID REQUIREMENTS AND CONDITIONS Contract~~ and shall be known as the Contract Time.

The Contract Time shall be adjusted only by a Contract Modification.

If the Contract Time requires extension for reasons beyond the Contractor's control, it shall be adjusted as follows:

RCOs and Claims relating to Contract Time shall be made in accordance with applicable provisions of Section 40-4. A copy of any RCO or Claim for a Contract Time extension shall be delivered to the OAR. The Contractor shall take all steps reasonably possible to minimize the adverse impact of delay events on the Work.

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 GP-20, in addition to all other obligations and liabilities under the Contract Documents and applicable law.. 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. There is no incentive payment for early completion of any milestone dates.

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 GP-80 regarding Progress Schedule updates, if the Owner or OAR determines that the Contractor is failing to maintain the progress of the Work, through no fault of the Owner, the Contractor must, within seventy-two (72) hours of written request of the OAR, submit a written response detailing the Contractor's plan of action to recover lost time in order to maintain the progress of the Work in accordance with the Contractor's current accepted schedule or Contract Time requirements. In such event, the Contractor shall comply with the OAR's written orders to take whatever steps are necessary to recover lost time and maintain the progress of the Work. These steps may include, but are not limited to, re-sequencing the Work activities, increasing the number of Contractor's shifts, workforce, supervision, work days, overtime operations, equipment resources, or expediting delivery of materials or equipment. Regardless of the manner in which the schedule is recovered, the Contractor shall not be entitled to additional compensation, such as for acceleration, for actions that relate to the recovery of the schedule.

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

80-10 DELAY TO CONTRACTOR

Notwithstanding any provision in the Contract to the contrary, 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 Contract Modifications), 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 GP-50 and submitted full documentation supporting the request as set forth in GP-40. 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 GP-50. 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 GP-40. 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.

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:

- 1. loss of profits or anticipated profits*
- 2. inefficiency or loss of productivity*
- 3. acceleration costs not specifically agreed to in advance, in writing, by the Owner*
- 4. home office overhead*
- 5. any cost that is not specifically allowed by GP-40.*
- 6. 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.*

80-0811 FAILURE TO COMPLETE ON TIME.

~~For each calendar day or working day, as specified in the Contract, that any work portion of the Work remains uncompleted after expiration of the Contract Time (including all extensions and adjustments in Contract Modifications, as provided in paragraph 80-09, DETERMINATION AND EXTENSION OF CONTRACT TIME the sum specified in the Contract and proposal GP-20 as Liquidated Damages (LD) shall be paid by the Contractor or will be deducted from any money due or to become due the Contractor or their own surety. Such deducted sums shall not be deducted as a penalty but shall be considered as liquidation of a reasonable portion of the damages including but not limited to additional engineering services that will be incurred by to the Owner that are attributable to the delay should the Contractor fail to complete the Work in the time provided in the Contract. If the amount of the Liquidated Damages exceeds the amount otherwise due to the Contractor, the Contractor or the Contractor's Surety shall pay the Liquidated Damages to the Owner within thirty days or within the reasonable time as set forth in the notice of Liquidated Damages. their contract.~~

~~The maximum construction time allowed for Schedules [] will be the sum of the time allowed for individual schedules but not more than [] days. Permitting the Contractor to continue and finish the Work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a waiver on the part of the Owner of any of its rights under the Contract.~~

80-0912 DEFAULT AND TERMINATION OF CONTRACT.

The Contractor shall be considered in default of their Contract and such default will be considered as cause for the Owner to terminate the Contract, in whole or in part, for any of the following reasons, if the Contractor:

- a. Fails to begin the work under the contract within the time specified in the "Notice to Proceed," or

- b. Fails to perform the Work, *or fails to maintain adequate progress towards completion of the Work*, or fails to provide sufficient workers, equipment and/or materials to assure completion of Work in accordance with the terms of the Contract, or
- c. 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
- d. Discontinues the execution of the Work, or
- e. Fails to resume work which has been discontinued within a reasonable time after notice to do so, or
- f. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or
- g. Allows any final judgment to stand against the Contractor unsatisfied for a period of 10 days, or
- h. Makes an assignment for the benefit of creditors, or
- i. *Fails to carry out the requirements of the Owner's DBE Participation Program, or*
- j. *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) 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 below, or*
- k. *fails to fulfil the insurance requirements of General Provisions 70-25 or fails to remedy an insurance deficiency within a reasonable time as determined by the Owner, or*
- l. *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, or*
- m. For any other cause whatsoever, fails to carry on the Work in an acceptable manner, or
- n. *For any other cause explicitly provided for in this Contract as a cause for termination.*

Should the Owner or OAR consider the Contractor in default of the Contract for any reason above, the Owner shall immediately give written notice to the Contractor and the Contractor's surety as to the reasons for considering the Contractor in default and the Owner's intentions to terminate the Contract. *If the Owner terminates the Contract for one of the reasons stated above, the Contractor shall not be entitled to receive further payment until the terminated Work is completed.*

If the Contractor or Surety, within a period of 10 days after such notice, does not proceed in accordance therewith, then the Owner will, upon written notification from the ~~RPR~~ OAR of the facts of such delay, neglect, or default and the Contractor's failure to comply with such notice, have full power and authority without violating the Contract, to take the execution of the *terminated* Work out of the hands of the Contractor. The Owner may appropriate or use any or all materials and equipment that have been mobilized for use in the Work and are acceptable and may enter into an agreement for the completion of ~~said the terminated Work Contract~~ according to the terms and provisions of *the Contract thereof*, or use such other methods as in the opinion of the ~~Engineer~~ OAR will be required for the completion of ~~said the terminated Work Contract~~ in an acceptable manner, including, but not limited to accepting assignment of any or all

Subcontracts and finishing the terminated Work by whatever reasonable method the Owner may deem necessary. manner.

If the Contractor is found to have submitted a false certification or has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, Owner may terminate this Contract for cause and without the opportunity to cure, or for Contracts of One Million Dollars (\$1,000,000.00) or more, Owner may terminate this Contract for cause and without the opportunity to cure if the Contractor is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Cuba or Syria.

All costs and charges incurred by the Owner, together with the cost of completing the Work under the Contract, *including compensation for the Designer's and OAR's services and all other expenses made necessary thereby*, will be deducted from any monies due or which may become due the Contractor. If such expense exceeds the sum which would have been payable under the Contract, then the Contractor and the Surety shall be liable and shall pay to the Owner the amount of such excess. *The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the OAR and this obligation for payment shall survive termination of the Contract. Termination of the Contract, or a portion thereof, 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. If only a portion of the Work is terminated, the Contractor shall continue to complete the remaining portions of the Work that were not terminated in accordance with Contract Documents.* The Contractor's obligations to the Owner arising from the Contractor's improper acts, omissions, or defaults shall survive the termination of this Contract. The duties and obligations imposed by the Contract and the rights and remedies available hereunder are in addition to, and not a limitation of, any duties, obligations, rights, and remedies otherwise imposed or available by law.

80-13 TERMINATION FOR CONVENIENCE.

- a. *The Owner may, by written notice, terminate this Contract or the Work performed hereunder, in whole or in part at any time, for the Owner's convenience or because of failure to fulfill the Contract obligations. Such action will be without prejudice to any other right or remedy of Owner. Upon receipt of such notice, all services, work, and orders for materials or services associated with the terminated Work must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing the terminated Work, whether completed or in progress, shall be delivered to the Owner.*
- b. *If the termination is for the convenience of the Owner, an equitable adjustment in the Contract price will be made the portion of the Work that was terminated as set forth in this Section, and, the Contractor shall be paid for:*
 1. *the reasonable actual cost for the portion of all Work that was terminated and which was fully completed under the Contract and accepted by the Owner, based upon the approved Schedule of Values and/or Unit Price Schedule.*
 2. *the reasonable actual cost for the portion of all Work that was terminated and which was fully completed under the Contract and accepted by the Owner, based upon the Contractor's Bid if the Bid contained line item pricing all or a portion of the terminated Work. The amount of equitable adjustment for such Work shall not exceed the Bid amount for that line item.*

3. *at the sole option of the Owner, the reasonable actual cost of acceptable materials or equipment obtained or ordered by the Contractor for the portion of the Work that was terminated prior to the date notice of Owner's termination for convenience is served and which are not incorporated in the Work, as shown by receipted bills and actual cost records at such points of delivery as may be designated by the Owner.*
4. *at the sole option of the Owner, the reasonable actual cost of bonafide irrevocable orders made for the portion of the Work that was terminated prior to the date notice of Owner's termination for convenience is served for materials and equipment but not yet delivered to the Project site. However, such materials and equipment must be delivered to the Owner to a site or location designated by the Owner prior to release of payment for such materials and equipment.*

Any request for equitable adjustment shall be subject to the limitations of GP-40 and supported by actual invoices, time sheets, and other documentation of the actual costs incurred. The Contractor shall substantiate its request for payment in accordance with the requirements of the Contract Documents.

There is no entitlement to anticipatory profits or revenue or other economic loss arising out of or resulting from Owner's termination, unless explicitly agreed to, in writing, by the Owner as part of a final Contract Modification that fully resolves all outstanding issues on the Project.

- c. *If the termination is due to failure to fulfill the Contractor's obligations, the Owner may take over the work and prosecute the same to completion by contract or otherwise. In such case, the Contractor is liable to the Owner for any additional cost occasioned to the Owner thereby.*
- d. *If, after notice of termination for failure to fulfill Contract obligations, it is determined that the Contractor had not so failed, the termination will be deemed to have been effected for the convenience of the Owner. In such event, adjustment in the Contract price will be made as provided in paragraph b of this clause.*
- e. *The rights and remedies of the Owner provided in this clause are in addition to any other rights and remedies provided by law or under this Contract. 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 GP-40, 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.*
- f. *If only a portion of the Work is terminated, whether for convenience or for cause, the Contractor shall continue to complete the remaining portions of the Work that were not terminated in accordance with Contract Documents. Termination of the Contract, or a portion thereof, 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.*

80-4014 TERMINATION FOR NATIONAL EMERGENCIES.

The Owner shall terminate the Contract or portion thereof by written notice when the Contractor is prevented from proceeding with the construction contract as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense.

When the Contract, or any portion thereof, is terminated before completion of all items of Work in the Contract, *compensation will be made per GP-80-13. payment will be made (subject to the limitations of*

~~Section 40-04) for the actual number of units or items of work completed at the Contract Price or as mutually agreed for items of Work partially completed or not started. No claims or for loss of anticipated profits shall be considered *permitted*.~~

~~Reimbursement for organization of the work, and other overhead expenses, (when not otherwise included in the contract) and moving equipment and materials to and from the 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 and that are not incorporated in the work shall, at the option of the Contractor, 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 RPR OAR.~~

Termination of the Ceontract or a portion thereof shall neither relieve the Contractor of his/her responsibilities for the completed work nor shall it relieve his/her surety of its obligation for and concerning any just claim arising out of the work performed.

80-4115 WORK AREA, STORAGE AREA AND SEQUENCE OF OPERATIONS.

The Contractor shall obtain approval from the RPR OAR prior to beginning any work in all areas of the airport. No operating runway, taxiway, or Air Operations Area (AOA) shall be crossed, entered, or obstructed while it is operational. The Contractor shall plan and coordinate Work in accordance with the approved CSPP and SPCD. *All Contractor equipment and material stockpiles shall be stored outside the runway object free area or a minimum distance as shown on the plans from the centerline of an active runway. No equipment will be allowed to park within the approach area of an active runway at any time. No equipment shall be inside the runway object free area or within the distance shown on the Plans from an active runway at any time.*

END OF SECTION 80

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SECTION 90 MEASUREMENT AND PAYMENT

90-01 MEASUREMENT OF QUANTITIES.

All work completed under the Contract will be measured by the RPR OAR, or their authorized representatives, using United States Customary Units of Measurement or the International System of Units.

The method of measurement and computations to be used in determination of quantities of material furnished and of work performed under the Contract will be those methods generally recognized as conforming to good engineering practice.

Unless otherwise specified, longitudinal measurements for area computations will be made horizontally, and no deductions will be made for individual fixtures (or leave-outs) having an area of 9 square feet (0.8 square meters) or less. Unless otherwise specified, transverse measurements for area computations will be the neat dimensions shown on the plans or ordered in writing by the RPR OAR.

Unless otherwise specified, all Contract items which are measured by the linear foot such as electrical ducts, conduits, pipe culverts, underdrains, and similar items shall be measured parallel to the base or foundation upon which such items are placed.

When requested by the Contractor and approved by the Engineer OAR in writing, material specified to be measured by the cubic yard (cubic meter) may be weighed, and such weights will be converted to cubic yards (cubic meters) for payment purposes. Factors for conversion from weight measurement to volume measurement will be determined by the RPR OAR and shall be agreed to by the Contractor before such method of measurement of pay quantities is used.

Measurement and Payment Terms

Term	Description
Excavation and Embankment Volume	In computing volumes of excavation, the average end area method will be used unless otherwise specified.
Measurement and Proportion by Weight	The term "ton" will mean the short ton consisting of 2,000 pounds (907 kg) avoirdupois. All materials that are measured or proportioned by weights shall be weighed on accurate, independently certified scales by competent, qualified personnel at locations designated by the RPR OAR. If material is shipped by rail, the car weight may be accepted provided that only the actual weight of material is paid for. However, car weights will not be acceptable for material to be passed through mixing plants. Trucks used to haul material being paid for by weight shall be weighed empty daily at such times as the OAR directs, and each truck shall bear a plainly legible identification mark.
Measurement by Volume	Materials to be measured by volume in the hauling vehicle shall be hauled in approved vehicles and measured therein at the point of delivery. Vehicles for this purpose may be of any size or type acceptable for the materials hauled, provided that the body is of such shape that the actual contents may be readily and accurately determined. All vehicles shall be loaded to at least their water level capacity, and all loads shall be leveled when the vehicles arrive at the point of delivery.
Asphalt Material	Asphalt materials will be measured by the gallon (liter) or ton (kg). When measured by volume, such volumes will be measured at 60°F (16°C) or will be corrected to the volume at 60°F (16°C) using ASTM D1250 for asphalts. Net certified scale weights or weights based on certified volumes in the case of rail shipments will be

Term	Description
	used as a basis of measurement, subject to correction when asphalt material has been lost from the car or the distributor, wasted, or otherwise not incorporated in the work. When asphalt materials are shipped by truck or transport, net certified weights by volume, subject to correction for loss or foaming, will be used for computing quantities.
Cement	Cement will be measured by the ton (kg) or hundredweight (km).
Structure	Structures will be measured according to neat lines shown on the plans or as altered to fit field conditions.
Timber	Timber will be measured by the thousand feet board measure (MFBM) actually incorporated in the structure. Measurement will be based on nominal widths and thicknesses and the extreme length of each piece.
Plates and Sheets	The thickness of plates and galvanized sheet used in the manufacture of corrugated metal pipe, metal plate pipe culverts and arches, and metal cribbing will be specified and measured in decimal fraction of inch.
Miscellaneous Items	When standard manufactured items are specified such as fence, wire, plates, rolled shapes, pipe conduit, etc., and these items are identified by gauge, unit weight, section dimensions, etc., such identification will be considered to be nominal weights or dimensions. Unless more stringently controlled by tolerances in cited specifications, manufacturing tolerances established by the industries involved will be accepted.
Scales	<p>Scales must be tested for accuracy and serviced before use. Scales for weighing materials which are required to be proportioned or measured and paid for by weight shall be furnished, erected, and maintained by the Contractor, or be certified permanently installed commercial scales. Platform scales shall be installed and maintained with the platform level and rigid bulkheads at each end. Scales shall be accurate within 0.5% of the correct weight throughout the range of use. The Contractor shall have the scales checked under the observation of the OAR before beginning work and at such other times as requested. The intervals shall be uniform in spacing throughout the graduated or marked length of the beam or dial and shall not exceed 0.1% of the nominal rated capacity of the scale, but not less than one pound (454 grams). The use of spring balances will not be permitted.</p> <p>In the event inspection reveals the scales have been "overweighing" (indicating more than correct weight) they will be immediately adjusted. All materials received subsequent to the last previous correct weighting-accuracy test will be reduced by the percentage of error in excess of 0.5%.</p> <p>In the event inspection reveals the scales have been under-weighing (indicating less than correct weight), they shall be immediately adjusted. No additional payment to the Contractor will be allowed for materials previously weighed and recorded.</p> <p>Beams, dials, platforms, and other scale equipment shall be so arranged that the operator and the RP OAR can safely and conveniently view them.</p> <p>Scale installations shall have available ten standard 50-pound (2.3 km) weights for testing the weighing equipment or suitable weights and devices for other approved equipment.</p> <p>All costs in connection with furnishing, installing, certifying, testing, and maintaining scales; for furnishing check weights and scale house; and for all other items specified in this subsection, for the weighing of materials for proportioning or payment, shall be included in the unit contract prices for the various items of the project.</p>

Term	Description
Rental Equipment	Rental of equipment will be measured by time in hours of actual working time and necessary traveling time of the equipment within the limits of the Work. Special equipment ordered in connection with extra work will be measured as agreed in the Change Order or supplemental agreement authorizing such work as provided in paragraph 90-11 PAYMENT FOR EXTRA WORK AND FORCE ACCOUNT WORK.
Pay Quantities	When the estimated quantities for a specific portion of the Work are designated as the pay quantities in the Contract, they shall be the final quantities for which payment for such specific portion of the work will be made, unless the dimensions of said portions of the work shown on the plans are revised by the RPR OAR. If revised dimensions result in an increase or decrease in the quantities of such Work, the final quantities for payment will be revised in the amount represented by the authorized changes in the dimensions.

90-02 SCOPE OF PAYMENT.

The Contractor shall receive and accept compensation provided for in the Contract as full payment for furnishing all materials, for performing all Work under the Contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of whatever character arising out of the nature of the Work or the execution thereof, subject to the provisions of Section 70, paragraph 70-18, NO WAIVER OF LEGAL RIGHTS.

When the "basis of payment" subsection of a technical specification requires that the Contract price (price bid) include compensation for certain work or material essential to the item, this same work or material will not also be measured for payment under any other contract item which may appear elsewhere in the contract, plans, or specifications.

90-03 TOTAL CONTRACT PRICE

The Total Contract Price is the amount stated in the Contract, Section 00 52 13, 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.

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.

90-04 SCHEDULE OF VALUES

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.

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 GP-40. 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.

90-05 APPLICATION AND CERTIFICATE OF PAYMENT

The Contractor shall submit to the OAR two (2) original itemized Applications and Certificate 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 and Certificate for Payment shall include only Work completed and/or costs incurred through the submission date of the Application and Certificate for Payment, but not previously invoiced. No payment will be made for Work not yet completed. Each Application and Certificate for Payment must clearly identify the submission date (a/k/a the "period ending date"). Each Application and Certificate for Payment shall be notarized and supported by such data required by the Contract Documents substantiating the Contractor's right to payment (such as copies of requisitions from Subcontractors and material Suppliers) and reflecting the amount of retainage in accordance with GP-90-06, 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 Owner's agent for purposes of Chapter 718, Florida Statutes. If an OAR is not assigned to this Project, the Owner will assign an agent or employee responsible for receiving and processing Applications and Certificates for Payment.

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

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

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.

Applications and Certificates 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.

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

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.

Concurrent with the Contractor's submission of an Application and Certificate for Payment, the Contractor shall submit an updated Progress Schedule and make available for review and inspection by the Owner, Designer or OAR an updated version of the As-built Drawings, prepared in accordance with the

requirements of the Contract, 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.

The Contractor warrants that title to all Work covered by an Application and Certificate for Payment will pass to the Owner no later than the time of payment on such Application and Certificate for Payment by the Owner to the Contractor, and that the Contractor shall retain all obligations under this Contract related to the Work, including but not limited to responsibility to adequately insure, maintain, secure and protect all Work and all materials and equipment related to the Work until the Work reaches Final Completion, including, but not limited to, adequately insuring, securing and protecting all such Work from weather damage. The Contractor further warrants that upon submittal of an Application and Certificate for Payment all Work for which Applications and Certificates for Payment have been previously executed 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.

90-06 CERTIFICATIONS FOR PAYMENT

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

The OAR's execution of the Application and Certificate for Payment will constitute a representation by the OAR to the Owner, based upon the OAR's observations at the site and the data comprising the Application and Certificate for Payment, that the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract. The Contractor shall not rely upon these representations as the Owner's acceptance of the Work since they are made for payment purposes only and are subject to an evaluation of the Work for conformance with the Contract upon Substantial Completion, to results of subsequent tests and inspections, to minor deviations from the Contract correctable prior to completion and to specific qualifications expressed by the Designer or OAR. However, execution of the Application and Certificate for Payment is not a representation that the OAR has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work (2) reviewed construction means, methods, techniques, sequences or procedures (3) reviewed copies of requisitions received from Subcontractors and material Suppliers and other data requested by the Owner to substantiate the Contractor's right to payment or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Total Contract Price. The Contractor may not rely upon any Application and Certificate of Payment as approval and acceptance of the Work reflected thereon.

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

At all times during the processing of an Application and Certificate for Payment, including resolution of any related disputes, the Contractor shall continue to expeditiously prosecute the Work.

The Owner shall make payment to the Contractor of the amount specified in the approved Application and Certificate 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 Application and Certificate for Payment 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 and Certificate 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.

Retainage

The Owner may withhold up to 10% of the payment certified as due to the Contractor as retainage until the The Owner may withhold up to five percent (5%) of the payment certified as due to the Contractor as retainage.

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.

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 GP-90-05.

90-07 DECISIONS TO WITHHOLD CERTIFICATION

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, or reasonably inferable therefrom. In addition, notwithstanding anything to the contrary contained in the Contract Documents, the Owner may withhold any payment to the Contractor, if, and for so long as a good faith dispute exists, which may include the Contractor's failure to perform any of its obligations hereunder; the Owner's assessment of Liquidated Damages; in the Contractor's default under any of the Contract Documents or if there is reasonable evidence indicating that the Work will not be completed within the Contract Time, as may be adjusted by Contract Modifications, and the unpaid balance would be insufficient to cover the anticipated Liquidated Damages; provided, however, that any such holdback shall be limited to an amount sufficient in the reasonable opinion of the Owner to cure any such default or failure of performance by the Contractor. The OAR may withhold approval, in whole or in part, to the extent reasonably necessary to pay any expense or cost, or remedy any injury incurred by Owner arising out of any default or neglect by Contractor, or otherwise attributable to the Contractor ("Backcharge"). Any such Backcharge (after processing an appropriate Change Order, Construction Change Directive, or other appropriate process determined by Owner) may be deducted by Owner from payments then or thereafter due the Contractor, or from the final payment otherwise due the Contractor. In addition, if the Owner or OAR subsequently discovers that an Application 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. In addition, notwithstanding anything to the contrary contained in the Contract Documents, in the event the Owner determines that the Contractor has failed to comply with any prevailing wage requirement, the Owner may withhold all payments until compliance is properly certified by the Contractor and verified to the Owner's satisfaction. 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.

Upon notification that an Application and Certificate for Payment is not approved, the Contractor and the OAR shall conduct discussions to determine whether a revised Application and Certificate for Payment can be agreed upon. If no agreement is reached within ten (10) business days after notification, the OAR or Owner will adjust the original Application and Certificate for Payment to delete the disputed amounts and will then approve payment for the undisputed amount and send a copy of the adjusted Application and Certificate for Payment to the Contractor. If an agreement can be reached on the disputed portions of the Application within ten (10) days, the Contractor will submit a revised and signed Application and Certificate for Payment for the agreed amount, if any, to the OAR and Owner for approval. Payment will be made within ten (10) business days after the Owner's approval of the revised Application and Certificate for Payment.

90-08 CONTINUED PERFORMANCE PENDING PAYMENT

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

90-0309 COMPENSATION FOR ALTERED QUANTITIES.

When the accepted quantities of work vary from the quantities in the ~~proposal~~ Bid, the Contractor shall accept as payment in full, so far as ~~Ce~~contract items are concerned, payment at the original ~~Ce~~contract price for the accepted quantities of work actually completed and accepted. No allowance, except as provided for in Section 40, paragraph 40-03, ALTERATION OF WORK AND QUANTITIES, will be made for any increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor which results directly from such alterations or indirectly from their own unbalanced allocation of overhead and profit among the ~~Ce~~contract items, or from any other cause.

90-0410 PAYMENT FOR OMITTED ITEMS.

As specified in Section 40, paragraph 40-05, OMITTED ITEMS, the ~~RPR~~ Owner or the OAR shall have the right to omit from the work (order nonperformance) any ~~Ce~~contract item, except major contract items, in the best interest of the Owner.

Should the ~~RPR~~ Owner or the OAR omit or order nonperformance of a ~~Ce~~contract item or portion of such item from the work, the Contractor shall accept payment in full at the ~~Ce~~contract prices for any work actually completed and acceptable prior to the ~~RPR's~~ Owner or OAR's order to omit or non-perform such ~~Ce~~contract item.

Acceptable materials ordered by the Contractor or delivered on the work prior to the date of the ~~RPR's~~ Owner or OAR's order to omit will be paid for at the actual cost to the Contractor and shall thereupon become the property of the Owner.

In addition to the reimbursement hereinbefore provided, the Contractor shall be reimbursed for all actual costs incurred for the purpose of performing the omitted ~~Ce~~contract item prior to the date of the ~~RPR's~~ Owner or OAR's order. Such additional costs incurred by the Contractor must be directly related to the deleted ~~Ce~~contract item, and shall be supported by certified statements by the Contractor as to the nature the amount of such costs and shall comply with requirements for compensation as defined in GP-80.

90-0511 PAYMENT FOR EXTRA AND FORCE ACCOUNT WORK.

Extra Work, performed in accordance with the subsection titled EXTRA WORK of GP 40, will be paid for at the Contract prices or agreed prices specified in the Contract Modification. When the Contract Modification

authorizing the Extra Work requires that it be done by force account, such force account shall be measured and paid for based on expended labor, equipment, and materials, plus an allowance for overhead and profit, as set forth in GP 40-04.

~~90-06 PARTIAL PAYMENTS~~

~~Partial payments will be made to the Contractor at least once each month as the work progresses. Said payments will be based upon estimates, prepared by the RPR, of the value of the work performed and materials complete and in place, in accordance with the contract, plans, and specifications. Such partial payments may also include the delivered actual cost of those materials stockpiled and stored in accordance with paragraph 90-07, PAYMENT FOR MATERIALS ON HAND. No partial payment will be made when the amount due to the Contractor since the last estimate amounts to less than five hundred dollars.~~

~~It is understood and agreed that the Contractor shall not be entitled to demand or receive partial payment based on quantities of work in excess of those provided in the proposal or covered by approved change orders or supplemental agreements, except when such excess quantities have been determined by the RPR to be a part of the final quantity for the item of work in question.~~

~~No partial payment shall bind the Owner to the acceptance of any materials or work in place as to quality or quantity. All partial payments are subject to correction at the time of final payment as provided in paragraph 90-15, ACCEPTANCE AND FINAL PAYMENT.~~

~~The Contractor shall deliver to the Owner a complete release of all claims for labor and material arising out of this contract before the final payment is made. If any subcontractor or supplier fails to furnish such a release in full, the Contractor may furnish a bond or other collateral satisfactory to the Owner to indemnify the Owner against any potential lien or other such claim. The bond or collateral shall include all costs, expenses, and attorney fees the Owner may be compelled to pay in discharging any such lien or claim.~~

90-12 SUBCONTRACTOR PAYMENTS

Prompt Payment (§26.29)- The Contractor agrees to pay each Subcontractor under this Contract for satisfactory performance of its contract no later than ten (10) days from the receipt of each payment the Contractor receives from the Owner. The Contractor agrees further to return retainage payments to each Subcontractor within 10 days after the Subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Owner. This clause applies to both DBE and non-DBE Subcontractors.

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,

Neither Owner, OAR, nor Designer shall have any obligation to pay or cause the payment of money to a Subcontractor or Supplier for Work. 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.

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 may, but is under no obligation

to, communicate with a Subcontractor or Supplier in attempts to resolve allegations of delayed payments. The Owner's options in this paragraph are in addition to any other rights set forth in the Contract.

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.

DBE Sub-subcontractor Payments

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.

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.

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.

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.

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. The Contractor shall also require all Subcontractors to include in the Sub-subcontractor Agreements language providing that payment disputes will be resolved through alternative dispute resolution mechanisms and that every effort to resolve such payment disputes will be resolved quickly and in a reasonable manner, so as not to delay the Work.

~~90-0713 PAYMENT FOR MATERIALS ON HAND.~~

~~*At the Owner's sole discretion, Partial payment may be made for the cost of materials or equipment to be incorporated in the Work, provided that such materials meet the requirements of the Contract, plans, and specifications and are delivered to and suitably stored at a location approved by the Owner, in its sole*~~

~~discretion. Payment for materials on hand will be limited to the actual cost of the equipment or material as documented by invoices, excluding all other costs such as shipping, handling, and storage. Such delivered costs of stored or stockpiled materials may be included in the next payment application only after all of the following conditions are met:~~

- ~~a. The material has been stored or stockpiled in a manner acceptable to the OAR at or on an approved site.~~
- ~~b. The Contractor has furnished the RPR OAR with acceptable evidence of the quantity and quality of such stored or stockpiled materials.~~
- ~~c. The Contractor has furnished the RPR OAR with satisfactory evidence that the material and transportation costs have been paid. The Contractor has furnished the Owner legal title (free of liens or encumbrances of any kind) to the material stored or stockpiled.~~
- ~~d. The Contractor has furnished the Owner legal title (free of liens or encumbrances of any kind) to the material stored or stockpiled.~~
- ~~e. The Contractor has furnished the Owner evidence that the material stored or stockpiled is insured against loss by damage to or disappearance of such materials at any time prior to use in the work.~~
- ~~f. The value of the materials or equipment must exceed \$10,000.~~
- ~~g. The materials must not be scheduled to be incorporated into the Work within sixty (60) days, unless otherwise allowed by Owner.~~

~~It is understood and agreed that the Contractor shall furnish to the Owner legal title (free if liens or encumbrance of any kind) to the material stored or stockpiled and that the transfer of title and the Owner's payment for such stored or stockpiled materials shall in no way relieve the Contractor of their responsibility for furnishing and placing such materials in accordance with the requirements of the Contract, plans, and specifications.~~

~~In no case will the amount of payments for materials on hand exceed the Contract price for such materials or the Contract price for the Contract item in which the material is intended to be used.~~

~~No payment will be made for stored or stockpiled living or perishable plant materials.~~

~~The Contractor shall bear all costs associated with the payment of stored or stockpiled materials in accordance with the provisions of this paragraph.~~

~~Payment for such stored items shall be conditioned upon the following information and documentation being obtained by Contractor and provided to Owner:~~

~~Inventory schedule detailing the specific type of stored materials for which payment is requested, including but not limited to, quantities, types and sizes;~~

~~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;~~

~~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;~~

~~A consent of surety for the Owner's payment for such stored items;~~

~~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.~~

~~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.~~

~~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.~~

~~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, and that the Contractor shall retain all obligations under this Contract related to the Work, including but not limited to responsibility to adequately insure, maintain, secure and protect all Work and all materials and equipment related to the Work until the Work reaches Final Completion, including but not limited to, adequately insuring, securing and protecting all such Work and materials and equipment related to the Work from weather damage. The Contractor further warrants that upon submission of an Application for Payment, all Work for which Certifications for Payment have been previously executed or all Work for which payments have been received from the Owner shall be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material Suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.~~

90-0814 PAYMENT OF WITHHELD FUNDS.

At the Contractor's option, if an Owner withholds retainage in accordance with the methods described in paragraph 90-06 PARTIAL PAYMENTS, the Contractor may request that the Owner deposit the retainage into an escrow account. The Owner's deposit of retainage into an escrow account is subject to the following conditions:

- a. ~~The Contractor shall bear all expenses of establishing and maintaining an escrow account and escrow agreement acceptable to the Owner.~~
- b. ~~The Contractor shall deposit to and maintain in such escrow only those securities or bank certificates of deposit as are acceptable to the Owner and having a value not less than the retainage that would otherwise be withheld from partial payment.~~

- ~~c. The Contractor shall enter into an escrow agreement satisfactory to the Owner.~~
- ~~d. The Contractor shall obtain the written consent of the surety to such agreement.~~

90-0914 ACCEPTANCE AND FINAL PAYMENT.

When the Contract Work has been accepted in accordance with the requirements of Section 50, paragraph 50-26, FINAL ACCEPTANCE, the ~~RPR~~ OAR will prepare the final estimate of the items of Work actually performed. The Contractor shall approve the ~~RPR's~~ OAR final estimate or advise the ~~RPR~~ OAR of the Contractor's objections to the final estimate which are based on disputes in measurements or computations of the final quantities to be paid under the Contract as amended by an approved Contract Modification.. The Contractor and the ~~RPR~~ OAR shall resolve all disputes (if any) in the measurement and computation of final quantities to be paid within 30 calendar days of the Contractor's receipt of the ~~RPR's~~ OAR's final estimate. *If agreement is reached on the final quantities, Owner shall process a final quantity adjustment Change Order to define the final Contract Price.* If, after such 30-day period, a dispute still exists, the ~~Contractor may approve the RPR's OAR's estimate under protest of the quantities in dispute, and such~~ disputed quantities shall be considered by the Owner as a *€Claim* in accordance with Section 50, paragraph 50-27, CLAIMS FOR ADJUSTMENT AND DISPUTES *and the Owner shall process a Construction Change Directive to adjust the final quantities per the OAR's estimate to allow payment for all undisputed amounts.*

After the Contractor has ~~executed the final quantity adjustment Change Order based on approved, or approved under protest,~~ the ~~RPR's~~ OAR's final estimate, and after the OAR's receipt of the project closeout documentation required in paragraph 90-17, ~~CONTRACTOR FINAL PROJECT DOCUMENTATION PROJECT CLOSEOUT and a Final Application for Payment,~~ final payment will be processed based on the ~~entire sum~~ Total Contract Price, including all approved Contract Modifications. *If the Contractor has disputed the OAR's estimate of final quantities, after the Contractor's receipt of a fully executed Construction Change Directive based on the OAR's final quantity estimate and the OAR's receipt of the project closeout documentation required in paragraph 90-17 and an Application for Payment for ~~or~~ the undisputed sum in case of approval under protest, amount determined to be due the Contractor less all previous payments and all amounts to be deducted under the provisions of the Contract will be processed.* All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

If the Contractor has filed a *€Claim* for additional compensation under the provisions of Section 50, paragraph 50-27, CLAIMS FOR ADJUSTMENTS AND DISPUTES, or under the provisions of this paragraph, such *€Claims* will be considered by the Owner in accordance with local laws or ordinances and this Contract. Upon final adjudication of such *€Claims*, any additional payment determined to be due the Contractor will be paid pursuant to a ~~supplemental final Change Order. estimate.~~

FINAL COMPLETION AND FINAL PAYMENT

Final Completion shall be achieved by the Contractor within the number of days after Substantial Completion specified GP-20-03, 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 OAR and Designer will promptly make such inspection with the Contractor and, when the OAR and Designer finds the Work acceptable under the Contract Documents and the Contract fully performed, including the delivery of all close-out documentation required below, the OAR will promptly certify a final Application and Certificate for Payment. Contractor's submittal of the final Application and Certificate for Payment is Contractor's certification that, to the best of their knowledge, information and belief, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the amount noted in the final Certification for Payment has been earned, subject to the Owner's claims, Liquidated Damages or Backcharges, if any. The OAR's execution of the final Application and Certificate for Payment will constitute a further representation to

the Owner that the conditions precedent to the Contractor's being entitled to final payment have been fulfilled.

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.

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 GP-50 and identified by the Contractor as unsettled on the final Application for Payment.

90-4015 CONSTRUCTION WARRANTY

- a. In addition to any other warranties in this Contract, the Contractor warrants that *all* work performed under this Contract conforms to the Contract requirements and is free of any defect in equipment, material, workmanship, or design furnished, or performed by the Contractor or any subcontractor or supplier at any tier.
- b. This warranty shall continue for a period of one year from the date of final acceptance of the ~~W~~work, except as noted. If the Owner takes possession of any part of the ~~W~~work before final acceptance, this warranty shall continue for a period of one year from the date the Owner takes possession. However, this will not relieve the Contractor from corrective items required by the final acceptance of the ~~project~~ ~~W~~work.
- c. The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Owner real or personal property, when that damage is the result of the Contractor's failure to conform to Contract requirements; or any defect of equipment, material, workmanship, or design furnished by the Contractor.
- d. The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for one year from the date of repair or replacement.
- e. The Owner will notify the Contractor, in writing, ~~within seven (7) days~~ after the discovery of any failure, defect, or damage.

- f. If the Contractor fails to remedy any failure, defect, or damage within 14 days after receipt of notice, the Owner shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.
- g. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this Contract, the Contractor shall: (1) Obtain all warranties that would be given in normal commercial practice; (2) Require all warranties to be executed, in writing, for the benefit of the Owner, as directed by the Owner, and (3) Enforce all warranties for the benefit of the Owner.
- h. This warranty shall not limit the Owner's rights with respect to latent defects, gross mistakes, or fraud.

90-4416 CONTRACTOR FINAL PROJECT DOCUMENTATION.

Approval of final payment to the Contractor is contingent upon completion and submittal of the items listed below. The final payment will not be approved until the RPR OAR approves the Contractor's final submittal. The Contractor shall, *in addition to the requirements of GP 90-15*:

- a. Provide two (2) copies of all manufacturers warranties specified for materials, equipment, and installations.
- b. Provide weekly payroll records (not previously received) from the general Contractor and all subcontractors.
- c. Complete final cleanup in accordance with subsection 40-10, FINAL CLEANUP.
- d. Complete all punch list items identified during the Final Inspection.
- e. Provide complete release of all claims for labor and material arising out of the Contract.
- f. Provide a certified statement signed by the subcontractors, indicating actual amounts paid to the Disadvantaged Business Enterprise (DBE) subcontractors and/or suppliers associated with the project.
- g. When applicable per state requirements, return copies of sales tax completion forms.
- h. Manufacturer's certifications for all items incorporated in the work.
- i. All required record drawings, as-built drawings or as-constructed drawings.
- j. Project Operation and Maintenance (O&M) Manual.
- k. Security for Construction Warranty.
- l. Equipment commissioning documentation submitted, if required.

END OF SECTION 90

SPECIAL PROVISIONS - 1
FEDERAL CONSTRUCTION CONTRACT CLAUSES AT AIRPORT FACILITIES

1.0 DBE CONTRACT ASSURANCE (49 CFR § 26.13)

1.1 *The Contractor or Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of Department of Transportation-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the Owner deems appropriate, which may include, but is not limited to:*

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

1.2 *The Contractor or Subcontractor shall not discriminate on the basis of race, creed, color, national origin, sex, age or disability in the performance of this Contract. The Contractor agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this paragraph. This Contract is subject to and the Contractor shall comply with all applicable nondiscrimination authorities, which are hereby incorporated herein, including but not limited to:*

- *Civil Rights Act of 1964, Title VI (78 Stat. 252, 42 USC 200d to 2000d-4 and 49 CFR Part 21)*
- *Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246), as amended;*
- *Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.);*
- *Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.;*
- *American Indian Religious Freedom Act, P.L. 95-341, as amended;*
- *41 CFR Part 60 – Equal Opportunity;*
- *49 CFR Part 26 – Disadvantaged Business Enterprise Program;*
- *49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance;*
- *49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation;*
- *28 CFR §50.3 – United States Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1974;*
- *49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation – effectuation of Title VI of the Civil Rights Act of 1964;*
- *Rehabilitation Act of 1973 – 29 USC 794;*
- *Architectural Barriers Act of 1968 – 42 USC 4151 et seq.;*
- *Title 49, USC subtitle VII, as amended;*
- *Executive Order 12898 – Environmental Justice; and*
- *49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).*

2.0 CONTRACTS IN EXCESS OF \$50,000.00

- .1 *For contracts of \$50,000.00 or more, a contractor having 50 or more employees, and his subcontractors having 50 or more employees and who may be awarded a subcontract of \$50,000.00 or more, will be required to maintain an affirmative action program within 120 days of the commencement of contract.*

2.1 ADDITIONAL NOTICES FOR \$1,000,000.00 CONTRACTS

- .1 *Pre-award Equal Opportunity Compliance Reviews – Where the Bid of the apparent low responsive Bidder is in the amount of \$1,000,000.00 or more, the Bidder and his known all-tier Subcontractors which will be awarded subcontracts of \$1,000,000.00 or more will be subject to full on-site, pre-award equal opportunity compliance reviews before the award of the Contract for the purpose of determining whether the Bidder and his Subcontractors are able to comply with the provisions of the Equal Opportunity Clause.*
- .2 *Within 30 days after award of this Contract, the Contractor shall file a compliance report (Standard Form 100) if:*
 - .1 *The Contractor has not submitted a complete compliance report within 12 months preceding the date of award; and*
 - .2 *The Contractor is within the definition of “employer” in Paragraphs 2(e)(3) of the instruction included in Standard Form 100.*
 - .3 *The Contractor shall require the Subcontractor on all-tier subcontracts, irrespective of dollar amount, to file Standard Form 100 within 30 days after award of the subcontract if the above two conditions apply. Standard Form 100 will be furnished upon request.*

3.0 STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (41 CFR 60-4.3)

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

- .(4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).*
- .2 Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this Contract resulted.*
- .3 If the Contractor is participating (pursuant to 41 CFR 60 4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.*
- .4 The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this Contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.*
- .5 Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Contractor has a collective bargaining agreement to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246 or the regulations promulgated pursuant thereto.*
- .6 In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the Contractor during the training period and the Contractor shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.*

- .7 The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:*
- .a Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.*
 - .b Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.*
 - .c Maintain a current file of the names, addresses, and telephone numbers of each minority and female off the street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the Contractor may have taken.*
 - .d Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or female sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.*
 - .e Develop on the job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.*
 - .f Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.*
 - .g Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.*

- .h Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.*
 - .i Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.*
 - .j Encourage present minority and female employees to recruit other minority persons and women and, where reasonable provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.*
 - .k Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60 3.*
 - .l Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.*
 - .m Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.*
 - .n Ensure that all facilities and company activities are nonsegregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.*
 - .o Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.*
 - .p Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.*
- .8 Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.*

- .9 *A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally,) the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.*
- .10 *The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.*
- .11 *The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.*
- .12 *The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.*
- .13 *The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60 4.8.*
- .14 *The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.*
- .15 *Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).*

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

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 Title VI List of Pertinent Nondiscrimination Acts and Authorities (identified herein), 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, 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 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, Acts, 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 (FAA) to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities, Acts, 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 4.1 through 4.6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Nondiscrimination Acts and Authorities, Acts, 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.*

5.0 GENERAL CIVIL RIGHTS PROVISION.

The Contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor, Subcontractors, and sub-tier contractors 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.

6.0 EQUAL EMPLOYMENT OPPORTUNITY CLAUSE (41 CFR PART 60 1.4(b))

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

- .1 The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.*
- .2 The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.*
- .3 The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.*
- .4 The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.*
- .5 The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.*
- .6 In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedure authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order*

11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- .7 The Contractor will include the portion of the sentence immediately preceding paragraph 1 and the provisions of paragraphs 1 through 7 in every Subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any Subcontract or purchase order as the administering agency may direct as a means of enforcing such provision, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
- .8 This clause must be included in any subcontract that exceeds \$10,000.

7.0 VETERANS PREFERENCE.

In the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans , Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

8.0 SUBCONTRACTS.

The Contractor shall insert in each subcontract the provisions contained in this General Provisions Section 130 and require the subcontractors to include these provisions in any lower tier subcontracts, together with a clause requiring this insertion in all lower tier subcontracts.

9.0 BUY AMERICAN – IRON, STEEL AND MANUFACTURED PRODUCTS FOR CONSTRUCTION CONTRACTS (49 USC Chapter 50101)

The Contractor agrees to comply with 49 USC §50101 (the “Buy American Requirements”), which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list. The Contractor is responsible for ensuring that lower-tier Subcontractors are also in compliance with the Buy American Requirements.

A bidder must submit the appropriate Buy America certification (herein) with all bids on AIP funded projects. Bids that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

*Type of Certification is based on Type of Project:
There are two types of Buy American certifications.*

- *For projects for a facility, the Certificate of Compliance Based on Total Facility (Terminal or Building Project) must be submitted.*
- *For all other projects (Non-building construction projects such as runway or roadway construction; or equipment acquisition projects), the Certificate of Compliance for Manufactured Products, Equipment and Materials Used on the Project must be submitted.*

10.0 ACCESS TO RECORDS AND REPORTS.

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the FAA, and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to the specific contract for the purposes of making audit, examination, excerpts, and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed. (2 CFR 200.36 and 2 CFR 200.333). The Contractor shall insert this provision into any lower tier contract.

11.0 RIGHTS TO INVENTIONS.

All rights to inventions and materials generated under this Contract are subject to requirements and regulations issued by the FAA and the Owner of the Federal grant under which this Contract is executed. (2 CFR § 200, Appendix II (F)).

12.0 AIRPORT AND AIRWAY IMPROVEMENT PROGRAM PROJECT. FEDERAL GOVERNMENT IS NOT A PARTY.

The Work in this contract is included in Airport Improvement Project No. BP-496, EAST AIRFIELD TAXIWAYS REHABILITATION - PHASE 2 which is being undertaken and accomplished by Owner in accordance with the terms and conditions of a grant agreement between the Owner and the United States, under the Airport and Airway Improvement Act of 1982 (P.L. 97-248) as amended by the Airport and Airway Safety and Capacity Expansion Act of 1987 (P.L. 100-223) and Part 152 of the Federal Aviation Regulations (14 CFR Part 152), pursuant to which the United States has agreed to pay a certain percentage of the costs under those Acts. The United States is not a party to this contract and no reference in this contract to the FAA or any representative thereof, or the United States, by the Contract, makes the United States a party to this Contract.

13.0 CONVICT LABOR.

No convict labor may be employed under this Contract.

14.0 COPELAND "ANTI-KICKBACK" ACT.

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

15.0 RESTRICTIONS ON FEDERAL PUBLIC WORKS PROJECTS - CERTIFICATION (49 C.F.R. § 30.13).

*(a) Definitions. The definitions pertaining to this provision are those that are set forth in 49 CFR 30.7–30.9.
(b) Certification. By signing this solicitation or by the submission of a Proposal, the Proposer certifies that with respect to this solicitation, and any resultant contract, the Proposer—*

(1) Is not a contractor of a foreign country included on the list of countries that discriminated against U.S. firms published by the Office of the United States Trade Representative (U.S.T.R.);

(2) Has not entered into any contract or subcontract with a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.; and

(3) Has not entered into any subcontract for any product to be used on the Federal public works project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

(c) *Applicability of 18 U.S.C. 1001.* This certification in this solicitation provision concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

(d) *Notice.* The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(e) *Restrictions on contract award.* No contract will be awarded to an offeror

(1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or

(2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or

(3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list; unless a waiver to these restrictions is granted by the President of the United States or the Secretary of Transportation. (Notice of the granting of a waiver will be published in the Federal Register.)

(f) *System.* Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (b) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(g) *Subcontracts.* The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this solicitation provision, including this paragraph (g), in each solicitation issued under such contract.

15.1 RESTRICTIONS ON FEDERAL PUBLIC WORKS PROJECTS (49 C.F.R. § 30.15).

(a) *Definitions.* The definitions pertaining to this clause are those that are set forth in 49 CFR 30.7–30.9.

(b) *General.* This clause implements the procurement provisions contained in the Continuing Resolution on the Fiscal Year 1988 Budget, Public Law No. 100–202, and the Airport and Airway Safety and Capacity Expansion Act of 1987, Public Law No. 100–223.

(c) *Restrictions.* The Contractor shall not knowingly enter into any subcontract under this contract:

(1) with a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the United States Trade Representative (U.S.T.R.); or

(2) for the supply of any product for use on the Federal Public works project under this contract that is produced or manufactured in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

(d) *Certification.* The Contractor may rely upon the certification of a prospective subcontractor that it is not a subcontractor of a foreign country included on the list of countries that discriminates against U.S. firms published by the U.S.T.R. and that products supplied by such subcontractor for use on the Federal public works project under this contract are not products of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R., unless the contractor has knowledge that the certification is erroneous.

(e) *Erroneous certification.* The certification in paragraph (b) of the provision entitled “Restriction on Federal Public Works Projects—Certification,” is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may cancel this contract for default at no cost to the Government.

(f) *Cancellation.* Unless the restrictions of this clause are waived as provided in paragraph (e) of the provision entitled “Restriction on Federal Public Works Projects—Certification,” if the Contractor knowingly enters into a subcontract with a subcontractor that is a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or that supplies any product for use on the Federal public works project under this contract of a foreign country included on the list of

countries that discriminate against U.S. firms published by the U.S.T.R., the Contracting Officer may cancel this contract for default, at no cost to the Government.

(g) Subcontracts. The Contractor shall incorporate this clause, without modification, including this paragraph (g) in all solicitations and subcontracts under this contract:

Certification Regarding Restrictions on Federal Public Works Projects—Subcontractors

(1) The Offeror/Contractor, by submission of an offer and/or execution of a contract certifies that the Offeror/Contractor is

(i) not an Offeror/Contractor owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the United States Trade Representative (U.S.T.R.) or

(ii) not supplying any product for use on the Federal public works project that is produced or manufactured in a foreign country included on the list of foreign countries that discriminate against U.S. firms published by the U.S.T.R.

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER TITLE 18, UNITED STATES CODE, SECTION 1001.

(2) The Offeror shall provide immediate written notice to the Contractor if, at any time, the Offeror learns that its certification was erroneous by reason of changed circumstances.

(3) The Contractor shall not knowingly enter into any subcontract under this contract:

(i) with a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.; or

(ii) for the supply of any product for use on the Federal public works project under this contract that is produced or manufactured in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. The contractor may rely upon the certification in paragraph (g)(1) of this clause unless it has knowledge that the certification is erroneous.

(4) Unless the restrictions of this clause have been waived under the contract for the Federal public works project, if a contractor knowingly enters into a subcontract with a subcontractor that is a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or that supplies any product for use on the Federal public works project under this contract that is produced or manufactured in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R., the Government Contracting Officer may direct, through higher-tier contractors, cancellation of this contract at no cost to the Government.

(5) Definitions. The definitions pertaining to this clause are those that are set forth in 49 CFR 30.7–30.9.

(6) The certification in paragraph (g)(1) of this clause is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Government Contracting Officer may direct, through higher-tier Contractors, cancellation of this subcontract at no cost to the Government.

(7) The Contractor agrees to insert this clause, without modification, including this paragraph, in all solicitations and subcontracts under this clause.

(End of clause)

SECTION APPENDIX A – FOR CONTRACTS EXCEEDING \$2,000 - DAVIS-BACON ACT REQUIREMENTS (29 CFR PART 5)

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

"General Decision Number: FL20220180 01/07/2022

Superseded General Decision Number: FL20210180

State: Florida

Construction Type: Highway

County: Orange County in Florida.

HIGHWAY CONSTRUCTION PROJECTS

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

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022, Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022, Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

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

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

Modification Number	Publication Date
0	01/07/2022

* ELEC0915-004 12/01/2021

	Rates	Fringes
ELECTRICIAN.....	\$ 31.69	41%+\$0.35

SUFL2013-041 08/19/2013

	Rates	Fringes
CARPENTER, Includes Form Work.....	\$ 15.73	0.00
CEMENT MASON/CONCRETE FINISHER.....	\$ 12.95	0.31
FENCE ERECTOR.....	\$ 10.23	0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine).....	\$ 15.45	0.00
HIGHWAY/PARKING LOT STRIPING: Painter.....	\$ 12.13	0.00
IRONWORKER, ORNAMENTAL.....	\$ 13.48	0.00
IRONWORKER, REINFORCING.....	\$ 16.28	0.00
IRONWORKER, STRUCTURAL.....	\$ 16.42	0.00
LABORER (Traffic Control Specialist).....	\$ 11.61	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....	\$ 14.05	0.00
LABORER: Common or General.....	\$ 10.95	0.00
LABORER: Flagger.....	\$ 13.09	0.00
LABORER: Grade Checker.....	\$ 15.25	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 12.58	0.00
LABORER: Pipelayer.....	\$ 14.12	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 18.33	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 12.88	0.00
OPERATOR: Broom/Sweeper.....	\$ 12.91	0.00
OPERATOR: Bulldozer.....	\$ 15.22	0.00
OPERATOR: Concrete Finishing Machine.....	\$ 15.44	0.00
OPERATOR: Crane.....	\$ 23.11	0.00
OPERATOR: Curb Machine.....	\$ 18.45	0.00
OPERATOR: Drill.....	\$ 13.04	0.00

	Rates	Fringes
OPERATOR: Forklift.....	\$ 10.43	0.00
OPERATOR: Gradall.....	\$ 14.71	0.00
OPERATOR: Grader/Blade.....	\$ 18.20	0.00
OPERATOR: Loader.....	\$ 14.64	0.00
OPERATOR: Mechanic.....	\$ 18.05	0.00
OPERATOR: Milling Machine.....	\$ 14.79	0.00
OPERATOR: Oiler.....	\$ 16.67	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 14.91	0.00
OPERATOR: Piledriver.....	\$ 17.23	0.00
OPERATOR: Post Driver (Guardrail/Fences).....	\$ 15.97	0.00
OPERATOR: Roller.....	\$ 13.50	0.00
OPERATOR: Scraper.....	\$ 12.21	0.00
OPERATOR: Screed.....	\$ 14.24	0.00
OPERATOR: Trencher.....	\$ 14.25	0.00
PAINTER: Spray.....	\$ 19.57	0.00
TRAFFIC SIGNALIZATION: Traffic Signal Installation.....	\$ 17.23	0.00
TRUCK DRIVER: Dump Truck.....	\$ 13.82	0.00
TRUCK DRIVER: Flatbed Truck.....	\$ 14.28	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 15.89	0.00
TRUCK DRIVER: Slurry Truck.....	\$ 11.96	0.00
TRUCK DRIVER: Water Truck.....	\$ 13.29	0.00

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

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey.

Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union, which prevailed in the survey for this classification, which in this example would be Plumbers 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Division National Office Branch of Wage Surveys. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

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

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

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

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

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

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

=====

END OF GENERAL DECISION"

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A-1 MINIMUM WAGES

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

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

- (ii) (A) *The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:*
- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and*
 - (2) The classification is utilized in the area by the construction industry; and*
 - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.*
- (B) *If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.*
- (C) *In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.*

- (D) *The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.*
- (iii) *Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.*
- (iv) *If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.*

A-2 WITHHOLDING

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

A-3 PAYROLLS AND BASIC RECORDS

- (i) *Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.*
- (ii) (A) *The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner,*

as the case may be, for transmission to Federal Aviation Administration . The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal Aviation Administration, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

- (B) *Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:*
- (1) *That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;*
 - (2) *That each laborer and mechanic (including each helper, apprentice and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;*
 - (3) *That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.*
- (C) *The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.*
- (D) *The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.*
- (iii) *The contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying or transcription by authorized representatives of the Sponsor, the Federal Aviation Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12. (or 2 CFR Part 1200 and/or 2 CFR Part 180).*

A-4 APPRENTICES AND TRAINEES

- (i) *Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.*
- (ii) *Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.*

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

A-5 COMPLIANCE WITH COPELAND ACT REQUIREMENTS

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

A-6 SUBCONTRACTS

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

A-7 CONTRACT TERMINATION: DEBARMENT

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12 (or 2 CFR Part 1200 and/or 2 CFR Part 180).

A-8 COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REQUIREMENTS

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

A-9 DISPUTES CONCERNING LABOR STANDARDS

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

A-10 CERTIFICATION OF ELIGIBILITY

- (i) *By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).*
- (ii) *No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).*
- (iii) *The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.*

APPENDIX B –FOR CONTRACTS EXCEEDING \$100,000 - CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS (29 CFR § 200 Appendix II (E))

B-1 Overtime Requirements.

No Contractor or Subcontractor contracting for any part of the Work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

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

In the event of any violation of the clause set forth paragraph 1 of this clause, the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 of this clause.

B-3 Withholding for Unpaid Wages and Liquidated Damages.

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

B-4 Subcontractors.

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

B-5 Working Conditions.

No Contractor or Subcontractor may require any laborer or mechanic employed in the performance of any Contract to work in surroundings or under working conditions that are unsanitary, hazardous or dangerous to his health or safety as determined under construction safety and health standards (29 CFR Part 1926) issued by the Department of Labor.

APPENDIX C – FOR CONTRACTS EXCEEDING \$150,000 - CLEAN AIR AND WATER POLLUTION CONTROL REQUIREMENTS (2 CFR § 200, Appendix II (G))

C-1

Contractor, in carrying out Work under this Contract, agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration. Contractor also agrees that it shall at all times comply with all applicable state air and water quality standards; with all pollution control laws; and with such rules, regulations, and directives as may be lawfully issued by a local, state, or federal agency having within its jurisdiction the protection of the environment in the area surrounding where work under this Contract will be performed. In addition, the Contractor shall comply with directives given by the Project Engineer in implementation of the letter and intent of FAA Advisory Circular 150/5370-10, Item P-156, Temporary Air and Water Pollution, Soil Erosion and Siltation Control. Contractor must include this requirement in all subcontracts that exceed \$150,000.

C-2 Contractors and Subcontractors agree:

- a. *That any facility to be used in the performance of the Contract or subcontract or to benefit from the Contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;*
- b. *To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;*
- c. *That, as a condition for the award of this Contract, the Contractor or Subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the Contract is under consideration to be listed on the EPA List of Violating Facilities;*
- d. *To include or cause to be included in any construction contract or subcontract which exceeds \$150,000 the aforementioned criteria and requirements.*

APPENDIX D - MANDATORY REQUIREMENT FOR ALL AIP FUNDED CONSTRUCTION PROJECTS INVOLVING ELECTRICAL ENERGY OR OTHER HAZARDOUS ENERGY SOURCES

For projects involving electrical energy or other hazardous energy source, the Contractor shall submit a copy of their Lockout/Tagout program which meets the requirements of 29 CFR 1910.331, Safety Related Work Practices (OSHA). During the performance of electrical work, it is recommended that an unannounced inspection be performed by the Owner or his agent to determine if the Lockout/Tagout program is being followed. Immediate action shall be taken to correct noncompliance, including suspension of work when necessary.

END OF SECTION SP-1

SECTION 00 31 11 - PROJECT DIRECTORY

OWNER

Greater Orlando Aviation Authority
Orlando International Airport
Mr. Davin Ruohomaki
Senior Director, Engineering and Construction
One Jeff Fuqua Blvd.
Orlando, FL 32827
Phone: (407) 825-3105

CONSULTANT

AECOM Technical Services, Inc.
Clint Martin, Project Manager
7650 W. Courtney Campbell Causeway, Tampa, Florida 33607

Phone: 1-813-636-2444
Email: Clint.Martin@aecom.com

END OF SECTION 00 31 11

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SECTION 00 41 13 - BID FORM (SINGLE-PRIME CONTRACT)

BID
FOR THE GREATER ORLANDO AVIATION AUTHORITY

Submitted By: _____
(Bidder's Name)

Date: _____

The undersigned, as Bidder, hereby declares that the only person or persons interested in this Bid as principal or principals is or are named herein and that no person other than herein mentioned has any interest in this Bid or in the Contract to be entered into; that this Bid is made without connection with any other person, company or parties making a Bid; and that it is in all respects fair and in good faith without collusion or fraud. Bidder represents to the Owner that, except as may be disclosed in an Addendum hereto, no person who is presently (or for Contracts which are being funded in whole or in part by the Florida Department of Transportation, who has within the past year been) an officer, employee or agent of the Owner has any interest, either directly or indirectly, in the business of the Bidder to be conducted under this Contract, and that no such person shall have any such interest at any time during the term of the Contract, should it be awarded the Bidder.

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; that it has examined the plans and specifications for the Work and other Contract 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.

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 Contract Documents, including but not limited to, the Contract Agreement and the Performance and Payment Bonds in the form contained in the Contract 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 Contract Documents for "Bid Package BP-496, East Airfield Taxiways Rehabilitation - Phase 2, Orlando International Airport," Orlando, Florida.

The Bidder shall commence work specified herein within the time limits set forth in the General Provisions, Section 20, Bid Requirements and Conditions, which time limits the Bidder acknowledges are reasonable.

If the Bidder improperly withdraws its Bid or fails to execute and deliver to the Owner any of the documents required by the Contract Documents, within ten (10) days after the date of the Notice of Intent to Award, the Owner may seek recourse against the Bid Security as provided for in the Contract Documents.

If the Bidder fails to complete the Work within the scheduled time or any authorized extension thereof, Liquidated Damages, in accordance with the Contract Documents, shall be deducted from the Total Contract Price.

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

ADDENDA	DATE

ADDENDA	DATE

EQUAL OPPORTUNITY REPORT

The Bidder shall complete the following statement by checking the appropriate space.

The Bidder has ____has not ____ participated in a previous contract subject to the equal opportunity clause prescribed by Executive Order 10925, or Executive Order 11114, or Executive Order 11246.

The Bidder has ____has not ____ submitted all compliance reports in connection with any such contract due under the applicable filing requirements; and that representations indicating submission of required compliance reports signed by proposed Subcontractors will be obtained prior to award of subcontracts.

If the Bidder has participated in a previous contract subject to the equal opportunity clause and has not submitted compliance reports due under applicable filing requirements, the Bidder shall submit a compliance report on Standard Form 100, "Employee Information Report EEO-1" prior to the award of contract.

For contracts equal to or exceeding \$25,000 - CERTIFICATION OF BIDDER REGARDING DEBARMENT AND SUSPENSION

The Contract that ultimately results from this solicitation is a "covered transaction" as defined by Title 2 CFR Part 180. The Bidder certifies, by submission of this ~~proposal~~ Bid or acceptance of this Contract, that neither it nor its Principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from participation in this transaction. It further agrees that by submitting this Bid that, if it is the successful Bidder, it will comply with Title 2 CFR Part 1200 and Title 2 CFR Part 180, Subpart C by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction."

For contracts equal to or exceeding \$25,000 - CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT AND SUSPENSION

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction," must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this Federally assisted project. The successful bidder shall accomplish this by: (i) Checking the System for Award Management at website: <http://www.sam.gov>, (ii) Collecting a certification statement similar to the previous Certificate of Bidder Regarding Debarment and Suspension, above, and (iii) Inserting a clause or condition in the covered transaction with the lower tier contract.

If the FAA later determines that a lower tier participant failed to disclose to a higher tier participant that they were excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedy, including suspension and debarment of the non-compliant participant.

For all contracts – CERTIFICATION OF BIDDER AND ALL LOWER TIER CONTRACTORS REGARDING THE OWNER'S DEBARMENT LIST

Any entity or individual placed on the Owner's Debarment List pursuant to the Owner's Policy, Section 130.04, may not provide any goods or services to the Owner, on behalf of the Owner, or on the Owner's property, regardless of whether there is a contractual relationship with the Owner. You may request a copy of the Owner's Debarment List for your review at the following email:debarmentlist@goaa.org. The successful bidder hereby certifies that neither it nor its subcontractors or subconsultants, of any tier, is on the Owner's Debarment List at any time during performance under this Contract.

Buy American Certification

BIDDER MUST CHECK ONE OF THE FOUR BOXES.

Certificate of Buy American Compliance for Total Facility

(Use only for solicitations construction of buildings such as Terminal, SRE, ARFF, etc.)

As a matter of Bid responsiveness, the Bidder must complete, sign, date, and submit this certification statement with their Bid. The Bidder must indicate how they intend to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark (✓) or the letter "X".

Bidder hereby certifies that it will comply with 49 USC. 50101 by:

1. Only installing steel and manufactured products produced in the United States; or
2. Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
3. Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the Bidder agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
2. To faithfully comply with providing US domestic products
3. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines are justified.

Bidder hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a), but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent Bidder agrees:

1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that supports the type of waiver being requested.
2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the Bid, offer, or proposal.
3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
4. To furnish US domestic product for any waiver request that the FAA rejects.
5. To refrain from seeking a waiver request after establishment of the Contract, unless extenuating circumstances emerge that the FAA determines are justified.

Required Documentation

Type 3 Waiver - The cost of components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the "facility." The required documentation for a Type 3 waiver is:

1. Listing of all manufactured products that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety),
2. Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
3. Percentage of non-domestic component and subcomponent cost as compared to total "facility" component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

1. Detailed cost information for total project using US domestic product
2. Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Buy American Certification

Certificate of Buy American Compliance for Manufactured Products

(Use for only for solicitations for non-building construction projects, equipment acquisition projects)

As a matter of Bid responsiveness, the Bidder must complete, sign, date, and submit this certification statement with their Bid. The Bidder must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".



Bidder hereby certifies that it will comply with 49 USC § 50101 by:

1. Only installing steel and manufactured products produced in the United States, or;
2. Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;
3. Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
2. To faithfully comply with providing US domestic product
3. To furnish US domestic product for any waiver request that the FAA rejects
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines are justified.

- The Bidder hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent Bidder with the apparent low Bid agrees:
1. To submit to the Owner within 15 calendar days of the Bid opening, a formal waiver request and required documentation that supports the type of waiver being requested.
 2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the Bid, offer, or proposal.
 3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
 4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of the item components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the "item." The required documentation for a Type 3 waiver is:

1. Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
2. Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
3. Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a Type 4 of waiver is:

1. Detailed cost information for total project using US domestic product
2. Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date

Signature

Company Name

Title

ADDITIONAL INSURED COST DISCLOSURE

Contractor's commercial liability and automobile insurance must include an endorsement for all additional insureds as provided in GP70-25(A). The cost, if any, of obtaining insurance that covers the Owner is not eligible for reimbursement from Airport Improvement Program grant proceeds. Contractor must disclose this cost by checking (✓) and/or completing one of the following statements:

_____ Contractor's insurance company does not charge for this endorsement, or

_____ Contractor's insurance company does charge for this endorsement and the cost is

\$ _____.

DBE PROGRAM ACKNOWLEDGEMENT

By submitting a Bid under this solicitation, Bidder represents that it has reviewed and familiarized itself with the Owner's Disadvantaged Business Enterprise Participation Program (DBE). **See the Advertisement for the DBE Participation Goal.**

SCRUTINIZED COMPANY CERTIFICATION

By submitting a Bid:

- A. (applicable to all contracts, regardless of value) – Bidder hereby certifies that it is not on the Scrutinized Companies that Boycott Israel List and is not engaged in a boycott of Israel, as defined in Florida Statutes § 287.135, as amended;

AND

- B. (applicable to contracts that may be \$1,000,000 or more) - Bidder hereby certifies that it is: (1) 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; and (2) not engaged in business operations in Cuba or Syria, as defined in Florida Statutes § 287.135, as amended.

CERTIFICATION OF BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The Bidder must complete the following two certification statements. The Bidder must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark () in the space following the applicable response. The Bidder agrees that, if awarded a Contract resulting from this Solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications:

(1) The Bidder represents that:

it is

it is not

a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

(2) The Bidder represents that:

it is

it is not

a corporation that was convicted of a criminal violation under any Federal law within the preceding twenty-four (24) months.

If a Bidder responds in the affirmative to either of the above representations, the Bidder is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The Bidder therefore must provide information to the Owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions for this Certification:

Felony conviction: Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

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 CONTRACT DOCUMENTS, INCLUDING ALL COSTS RELATED TO THE WORK, AND ANY REQUIRED PERMITS, TAXES, BONDS AND INSURANCE, THE UNDERSIGNED SUBMITS A **TOTAL BID PRICE OF:**

BID SCHEDULE

BID SCHEDULE A PRICE: \$ _____

BID SCHEDULE B PRICE: \$ _____

TOTAL BID PRICE: \$ _____

_____ **Dollars**
(Total Bid Price is the Base Bid plus Alternates, if any.)

(Bidder's Signature)

(Bidder's Title)

(Date)

(Email)

Bid Schedule Form can be found at the end of this section starting on page 00 41 13-15.

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Certification – All of the information contained on this Bid Form Section 00 41 13 is true and complete to the best of my knowledge and belief.

(If Bidder is a joint venture or partnership, complete this signature block)

Fill in name of joint venture or partnership, followed by the signature of each partner of the joint venture or partnership. By signing below, each partner of the joint venture or partnership acknowledges and agrees that the partner is jointly and severally liable for all obligations of the joint venture or partnership pursuant to the Contract (attach additional pages if necessary).

Name of joint venture or partnership: _____		
Federal ID#: _____	Phone: _____	Fax: _____
By: _____ (signature of partner)	Federal ID#: _____	
Date: _____		
Name: _____		
Address: _____		
Phone: _____	Fax: _____	
By: _____ (signature of partner)	Federal ID#: _____	
Date: _____		
Name: _____		
Address: _____		
Phone: _____	Fax: _____	

Add additional signatures pages, if more than two partners.

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(If Bidder is a corporation or LLC, complete this signature block)

Fill in the name of the corporation or LLC, followed by the signature of the officer signing on behalf of the corporation or LLC, name and officer's title and Secretary attestation.)

The below Corporation is organized and existing under the laws of the State of _____ 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 # _____ (Name of Corporation or LLC)

Phone: _____ By: _____ (signature of authorized officer)

Fax: _____ Name: _____

Date: _____ Title: _____

Address: _____

(Affix Corporate Seal) Attest: _____ (Secretary)

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

Name	Address	Title

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BIDDER: _____

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 A

PAY ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENSION
C-100-1	CONTRACTOR QUALITY CONTROL PROGRAAM (CQCP)	LS	1		
C-102-1	TEMPORARY EROSION AND POLLUTION CONTROL	LS	1		
C-105-1	MOBILIZATION	LS	1		
C-106-1	SAFETY, SECURITY, AND MAINTENANCE OF TRAFFIC	LS	1		
C-106-2	SECURITY AREA MONITORING (SAMS)	AL	1	\$35,000.00	\$35,000.00
P-101-5.1	CONCRETE PAVEMENT REMOVAL	SY	900		
P-101-5.2	ASPHALT TAXIWAY SHOULDER PAVEMENT REMOVAL	SY	11,750		
P-101-5.3	ASPHALT FULL STRENGTH TAXIWAY PAVEMENT REMOVAL	SY	4,900		
P-101-5.5	CLEANING AND SEALING ASPHALT TO CONCRETE JOINTS, AND CRACK REPAIR	LF	15,000		
P-101-5.6	CONCRETE SPALL REPAIR	SF	100		
P-101-5.8	PROFILE COLD MILLING, 2.5"± DEPTH	SY	17,500		
P-101-5.9	PROFILE COLD MILLING, 5"± DEPTH	SY	3,000		
P-101-5.11	CONCRETE CURB REMOVAL	CY	11		
P-152-4.1	UNCLASSIFIED EXCAVATION	CY	3,000		
P-154-5.1	SUBBASE COURSE	SY	5,000		

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PAY ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENSION
P-211-5.1	LIME ROCK BASE COURSE - 6 INCH DEPTH	SY	8,500		
P-211.5.2	LIME ROCK BASE COURSE - 14.5 INCH DEPTH	SY	6,500		
P-306-8.1	LEAN CONCRETE BASE COURSE, 6 INCH DEPTH	SY	1,850		
P-401-8.1	ASPHALT PAVEMENT (PG 76-22 BINDER)	TON	3,200		
P-401-8.2	ASPHALT PAVEMENT (HP BINDER)	TON	3,400		
P-501-8.1	PORTLAND CEMENT CONCRETE PAVEMENT, 17 INCH	SY	1,700		
P-620-5.1	PAVEMENT MARKING (WITH REFLECTIVE MEDIA)	SF	11,000		
P-620-5.2	PAVEMENT MARKING (WITHOUT REFLECTIVE MEDIA)	SF	10,500		
P-620-5.4	TEMPORARY PAVEMENT MARKINGS	SF	9,250		
P-620-5.5	PAVEMENT MARKING REMOVAL	SF	2,750		
P-626-6.1	EMULSIFIED ASPHALT SLURRY SEAL SURFACE TREATMENT	SY	14,000		
F-162-5.1	REMOVE EXISTING CHAIN-LINK FENCE	LF	675		
F-162-5.2	CHAIN LINK FENCE WITH BARBED WIRE	LF	600		
T-904-5.1	SODDING	SY	23,750		
110-3	REMOVAL OF EXISTING STRUCTURES	EA	2		
430-175-230	PIPE CULVERT, OPTIONAL MATERIAL, OTHER SHAPE - ELIP/ARCH, 30" S/CD (ERCP)(CLASS HE-V)	LF	64		
430-530-202	STRAIGHT CONCRETE ENDWALLS, 30", DOUBLE, 0 DEGREES, ELLIPTICAL	EA	1		

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PAY ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENSION
D-751-5.1	MANHOLES/JUNCTION BOXES, SPECIAL (AIRCRAFT RATED)	EA	1		
SP-104-1	TEMPORARY POWER AND TEMPORARY AIRFIELD LIGHTING AND SIGNAGE	LS	1		
SP-105-1	ELECTRICAL DEMOLITION	LS	1		
SP-105-2	EXISTING UNFORESEEN OR UNANTICIPATED ITEM REQUIRING DEMOLITION LESS THAN 125 CUBIC FEET IN SIZE	EA	2		
SP-105-3	EXISTING UNFORESEEN OR UNANTICIPATED ITEM REQUIRING DEMOLITION GREATER THAN 125 CUBIC FEET IN SIZE	EA	2		
SP-105-4	ADDITIONALLY DESIGNATED REMOVAL OF EXISTING LIGHT BASE	EA	1		
L-108-1	1/C L-824-TYPE C UNSHIELDED #8 AWG 5 KV STRANDED COPPER CABLE, INSTALLED IN DUCT OR CONDUIT	LF	130,000		
L-108-2	1/C #2 AWG SOLID COPPER COUNTERPOISE CABLE, INSTALLED OVER DUCT OR CONDUIT	LF	5,000		
L-108-3	3/4" DIAMETER BY 10.00' LONG COPPER CLAD STEEL SECTIONAL GROUND ROD	EA	130		
L-109-1	AIRFIELD LIGHTING CONTROL SYSTEM MODIFICATIONS: VENDOR	AL	1	\$30,000.00	\$30,000.00
L-109-2	AIRFIELD LIGHTING CONTROL SYSTEM MODIFICATIONS: CONTRACTOR	LS	1		
L-109-3	AIRFIELD ELECTRICAL VAULT MODIFICATIONS	LS	1		
L-109-4	SHORT CIRCUIT/COORDINATION/ DEVICE EVALUATION/ARC FLASH ANALYSIS	LS	1		
L-109-5	4 KW L-829 CONSTANT CURRENT REGULATOR - 3 STEP - 480V	EA	1		

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PAY ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENSION
L-109-6	7.5 KW L-829 CONSTANT CURRENT REGULATOR - 3 STEP - 480V	EA	1		
L-109-7	7.5 KW L-829 CONSTANT CURRENT REGULATOR - 5 STEP - 480V	EA	2		
L-109-9	RFID FIXTURE ASSOCIATION AND DATABASE: VENDOR	AL	1	\$4,000.00	\$4,000.00
L-109-10	RFID FIXTURE ASSOCIATION AND DATABASE: CONTRACTOR	LS	1		
L-110-1	1 WAY 2" SCHEDULE 40 PVC CONCRETE ENCASED DUCT	LF	3,200		
L-110-2	4 WAY 2" SCHEDULE 40 PVC CONCRETE ENCASED DUCT	LF	280		
L-110-3	4 WAY 4" SCHEDULE 40 PVC CONCRETE ENCASED DUCT	LF	60		
L-110-4	6 WAY 2" SCHEDULE 40 PVC CONCRETE ENCASED DUCT	LF	300		
L-110-6	10 WAY 2" SCHEDULE 40 PVC CONCRETE ENCASED DUCT	LF	90		
L-110-7	11 WAY 2" SCHEDULE 40 PVC CONCRETE ENCASED DUCT	LF	90		
L-110-9	BASE CAN DRAIN WELL	EA	3		
L-110-10	1 WAY 4" SPLIT DUCT	LF	200		
L-115-2	JUNCTION CAN PLAZA, TWELVE L-867D CANS	EA	2		
L-115-3	JUNCTION CAN PLAZA, FOUR L-867E CANS	EA	2		
L-115-4	MANHOLE ELEVATION ADJUSTMENT OF AIRFIELD/ COMMUNICATIONS MANHOLE	EA	1		
L-115-5	MANHOLE ELEVATION ADJUSTMENT OF OUC MANHOLE	EA	1		
L-115-6	MANHOLE ELEVATION ADJUSTMENT OF FAA MANHOLE	EA	1		

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PAY ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENSION
L-125-3	L-810(L) RED LED OBSTRUCTION LIGHT	EA	6		
L-125-5	L-852C(L) BIDIRECTIONAL GREEN LED TAXIWAY CENTERLINE LIGHT (E)	EA	46		
L-125-6	L-852C(L) BIDIRECTIONAL GREEN LED TAXIWAY CENTERLINE LIGHT (NE)	EA	3		
L-125-7	L-852C(L) BIDIRECTIONAL GREEN LED TAXIWAY CENTERLINE LIGHT (NAC)	EA	1		
L-125-12	L-852D(L) BIDIRECTIONAL GREEN LED TAXIWAY CENTERLINE LIGHT (NAC)	EA	20		
L-125-17	L-853 ELEVATED RETROREFLECTIVE MARKER	EA	24		
L-125-19	L-858(L) SIGN - SINGLE/DOUBLE FACE, LED, SIZE 3 - 2 MODULE	EA	1		
L-125-20	L-858(L) SIGN - SINGLE/DOUBLE FACE, LED, SIZE 3 - 3 MODULE	EA	2		
L-125-23	L-861T(L) OMNIDIRECTIONAL, BLUE, LED, TAXIWAY EDGE LIGHT (NE)	EA	1		
L-125-24	L-861T(L) OMNIDIRECTIONAL, BLUE, LED, TAXIWAY EDGE LIGHT (NAC)	EA	27		
L-125-26	L-867B, 1/2" GALVANIZED STEEL BLANK COVER (NE)	EA	2		
L-125-29	L-868B LIGHT BASE (NAC)	EA	5		
L-125-31	REMOVE AND REPLACE P-605 SEALANT AROUND L-868B BASE CAN	EA	3		
L-125-32	FIELD LIGHTNING ARRESTOR ASSEMBLY	EA	50		
BID SCHEDULE A PRICE					

NOTE TO BIDDER: Bidder is also to record the Bid Schedule A Price, Bid Schedule B Price and Total Bid Price on 00 41 13-9 in the spaces provided.

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BIDDER: _____

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 B

PAY ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENSION
C-100-1	CONTRACTOR QUALITY CONTROL PROGRAAM (CQCP)	LS	1		
C-102-1	TEMPORARY EROSION AND POLLUTION CONTROL	LS	1		
C-105-1	MOBILIZATION	LS	1		
C-106-1	SAFETY, SECURITY, AND MAINTENANCE OF TRAFFIC	LS	1		
C-106-2	SECURITY AREA MONITORING (SAMS)	AL	1	\$20,000.00	\$20,000.00
P-101-5.1	CONCRETE PAVEMENT REMOVAL	SY	2,500		
P-101-5.2	ASPHALT TAXIWAY SHOULDER PAVEMENT REMOVAL	SY	22,000		
P-101-5.3	ASPHALT FULL STRENGTH TAXIWAY PAVEMENT REMOVAL	SY	100		
P-101-5.4	CLEANING AND SEALING CONCRETE TO CONCRETE JOINTS	LF	153,000		
P-101-5.5	CLEANING AND SEALING ASPHALT TO CONCRETE JOINTS, AND CRACK REPAIR	LF	30,000		
P-101-5.6	CONCRETE SPALL REPAIR	SF	100		
P-101-5.7	COLD MILLING, 2"± DEPTH	SY	5,400		
P-101-5.9	PROFILE COLD MILLING, 5"± DEPTH	SY	11,350		
P-101-5.10	CONCRETE DITCH PAVEMENT REMOVAL	SY	400		

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PAY ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENSION
P-101-5.12	CONCRETE PAVEMENT SURFACE CLEANING	SF	100,000		
P-152-4.1	UNCLASSIFIED EXCAVATION	CY	6,500		
P-211-5.1	LIME ROCK BASE COURSE - 6 INCH DEPTH	SY	10,000		
P-211.5.2	LIME ROCK BASE COURSE - 14.5 INCH DEPTH	SY	600		
P-306-8.1	LEAN CONCRETE BASE COURSE, 6 INCH DEPTH	SY	5,300		
P-401-8.1	ASPHALT PAVEMENT (PG 76-22 BINDER)	TON	4,300		
P-401-8.2	ASPHALT PAVEMENT (HP BINDER)	TON	2,500		
P-501-8.1	PORTLAND CEMENT CONCRETE PAVEMENT, 17 INCH	SY	5,000		
P-620-5.1	PAVEMENT MARKING (WITH REFLECTIVE MEDIA)	SF	80,000		
P-620-5.2	PAVEMENT MARKING (WITHOUT REFLECTIVE MEDIA)	SF	78,000		
P-620-5.3	SURFACE PAINTED HOLD POSITION SIGNS	SF	7,200		
P-620-5.4	TEMPORARY PAVEMENT MARKINGS	SF	7,250		
P-620-5.5	PAVEMENT MARKING REMOVAL	SF	130,000		
P-626-6.1	EMULSIFIED ASPHALT SLURRY SEAL SURFACE TREATMENT	SY	69,000		
F-162-5.1	REMOVE EXISTING CHAIN-LINK FENCE	LF	400		
F-162-5.2	CHAIN LINK FENCE WITH BARBED WIRE	LF	400		
T-904-5.1	SODDING	SY	33,000		
110-3	REMOVAL OF EXISTING STRUCTURES	EA	3		
110-4-10	REMOVAL OF EXISTING CONCRETE REVETMENT	SY	100		

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PAY ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENSION
425-2-71	MANHOLES/JUNCTION BOXES, J-7, <10'	EA	3		
425-1581	INLETS, DITCH BOTTOM, TYPE H, <10'	EA	2		
430-175-224	PIPE CULVERT, OPTIONAL MATERIAL, OTHER SHAPE - ELIP/ARCH, 24" S/CD (ERCP)(CLASS HE-V)	LF	120		
430-175-236	PIPE CULVERT, OPTIONAL MATERIAL, OTHER SHAPE - ELIP/ARCH, 36" S/CD (ERCP)(CLASS HE-V)	LF	193		
430-536-302	STRAIGHT CONCRETE ENDWALLS, 36", TRIPLE, 0 DEGREES, ELLIPTICAL	EA	1		
0413154	CLEANING & SEALING CONCRETE SURFACES - PENETRANT SEALER OR METHACRYLATES	SF	175,000		
D-751-5.1	MANHOLES/JUNCTION BOXES, SPECIAL (AIRCRAFT RATED)	EA	1		
D-753-5.1	6" THICK FILTER POINT REVTMENT AND FABRIC	SY	125		
SP-104-1	TEMPORARY POWER AND TEMPORARY AIRFIELD LIGHTING AND SIGNAGE	LS	1		
SP-105-1	ELECTRICAL DEMOLITION	LS	1		
SP-105-2	EXISTING UNFORESEEN OR UNANTICIPATED ITEM REQUIRING DEMOLITION LESS THAN 125 CUBIC FEET IN SIZE	EA	2		
SP-105-3	EXISTING UNFORESEEN OR UNANTICIPATED ITEM REQUIRING DEMOLITION GREATER THAN 125 CUBIC FEET IN SIZE	EA	2		
SP-105-4	ADDITIONALLY DESIGNATED REMOVAL OF EXISTING LIGHT BASE	EA	1		

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PAY ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENSION
L-108-1	1/C L-824-TYPE C UNSHIELDED #8 AWG 5 KV STRANDED COPPER CABLE, INSTALLED IN DUCT OR CONDUIT	LF	400,000		
L-108-2	1/C #2 AWG SOLID COPPER COUNTERPOISE CABLE, INSTALLED OVER DUCT OR CONDUIT	LF	9,000		
L-108-3	3/4" DIAMETER BY 10.00' LONG COPPER CLAD STEEL SECTIONAL GROUND ROD	EA	710		
L-109-1	AIRFIELD LIGHTING CONTROL SYSTEM MODIFICATIONS: VENDOR	AL	1	\$90,000.00	\$90,000.00
L-109-2	AIRFIELD LIGHTING CONTROL SYSTEM MODIFICATIONS: CONTRACTOR	LS	1		
L-109-3	AIRFIELD ELECTRICAL VAULT MODIFICATIONS	LS	1		
L-109-4	SHORT CIRCUIT/COORDINATION/ DEVICE EVALUATION/ARC FLASH ANALYSIS	LS	1		
L-109-6	7.5 KW L-829 CONSTANT CURRENT REGULATOR - 3 STEP - 480V	EA	5		
L-109-7	7.5 KW L-829 CONSTANT CURRENT REGULATOR - 5 STEP - 480V	EA	4		
L-109-8	10 KW L-829 CONSTANT CURRENT REGULATOR - 5 STEP - 480V	EA	3		
L-109-9	RFID FIXTURE ASSOCIATION AND DATABASE: VENDOR	AL	1	\$16,000.00	\$16,000.00
L-109-10	RFID FIXTURE ASSOCIATION AND DATABASE: CONTRACTOR	LS	1		
L-110-1	1 WAY 2" SCHEDULE 40 PVC CONCRETE ENCASED DUCT	LF	7,000		
L-110-2	4 WAY 2" SCHEDULE 40 PVC CONCRETE ENCASED DUCT	LF	90		
L-110-3	4 WAY 4" SCHEDULE 40 PVC CONCRETE ENCASED DUCT	LF	90		
L-110-4	6 WAY 2" SCHEDULE 40 PVC CONCRETE ENCASED DUCT	LF	250		

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PAY ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENSION
L-110-5	8 WAY 2" SCHEDULE 40 PVC CONCRETE ENCASED DUCT	LF	140		
L-110-6	10 WAY 2" SCHEDULE 40 PVC CONCRETE ENCASED DUCT	LF	100		
L-110-8	12 WAY 2" SCHEDULE 40 PVC CONCRETE ENCASED DUCT	LF	200		
L-110-9	BASE CAN DRAIN WELL	EA	9		
L-110-10	1 WAY 4" SPLIT DUCT	LF	200		
L-115-1	JUNCTION CAN PLAZA, EIGHT L-867D CANS	EA	1		
L-115-3	JUNCTION CAN PLAZA, FOUR L-867E CANS	EA	4		
L-115-4	MANHOLE ELEVATION ADJUSTMENT OF AIRFIELD/ COMMUNICATIONS MANHOLE	EA	1		
L-115-5	MANHOLE ELEVATION ADJUSTMENT OF OUC MANHOLE	EA	1		
L-115-6	MANHOLE ELEVATION ADJUSTMENT OF FAA MANHOLE	EA	1		
L-125-1	L-804(L) ELEVATED RUNWAY GUARD LIGHT YELLOW (NE)	EA	12		
L-125-2	L-804(L) ELEVATED RUNWAY GUARD LIGHT YELLOW (NAC)	EA	4		
L-125-3	L-810(L) RED LED OBSTRUCTION LIGHT	EA	6		
L-125-4	L850C(L) RUNWAY EDGE LIGHT – CLEAR/YELLOW (N)	EA	4		
L-125-5	L-852C(L) BIDIRECTIONAL GREEN LED TAXIWAY CENTERLINE LIGHT (E)	EA	20		
L-125-6	L-852C(L) BIDIRECTIONAL GREEN LED TAXIWAY CENTERLINE LIGHT (NE)	EA	187		
L-125-8	L-852D(L) UNIDIRECTIONAL GREEN LED TAXIWAY CENTERLINE LIGHT (NE)	EA	145		
L-125-9	L-852D(L) UNIDIRECTIONAL YELLOW LED TAXIWAY CENTERLINE LIGHT (NE)	EA	74		

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PAY ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENSION
L-125-10	L-852D(L) BIDIRECTIONAL GREEN LED TAXIWAY CENTERLINE LIGHT (E)	EA	39		
L-125-11	L-852D(L) BIDIRECTIONAL GREEN LED TAXIWAY CENTERLINE LIGHT (NE)	EA	240		
L-125-13	L-852D(L) BIDIRECTIONAL YELLOW LED TAXIWAY CENTERLINE LIGHT (NE)	EA	47		
L-125-14	L-852D(L) BIDIRECTIONAL GREEN/YELLOW LED TAXIWAY CENTERLINE LIGHT (NE)	EA	7		
L-125-15	L-852G(L) RUNWAY GUARD LIGHT - YELLOW (NE)	EA	139		
L-125-16	L-852G(L) RUNWAY GUARD LIGHT - YELLOW (NAC)	EA	11		
L-125-17	L-853 ELEVATED RETROREFLECTIVE MARKER	EA	49		
L-125-18	L-858(L) SIGN - SINGLE/DOUBLE FACE, LED, SIZE 3 - 1 MODULE	EA	5		
L-125-19	L-858(L) SIGN - SINGLE/DOUBLE FACE, LED, SIZE 3 - 2 MODULE	EA	13		
L-125-20	L-858(L) SIGN - SINGLE/DOUBLE FACE, LED, SIZE 3 - 3 MODULE	EA	16		
L-125-21	L-858(L) SIGN - SINGLE/DOUBLE FACE, LED, SIZE 3 - 4 MODULE	EA	13		
L-125-22	L-858C SIGN - SINGLE FACE, NON-LIGHTED, TAXIWAY END MARKER	EA	7		
L-125-23	L-861T(L) OMNIDIRECTIONAL, BLUE, LED, TAXIWAY EDGE LIGHT (NE)	EA	194		
L-125-24	L-861T(L) OMNIDIRECTIONAL, BLUE, LED, TAXIWAY EDGE LIGHT (NAC)	EA	84		
L-125-25	L-861T(L) OMNIDIRECTIONAL, BLUE, LED, TAXIWAY EDGE LIGHT ON L-868B LIGHT BASE	EA	6		
L-125-26	L-867B, 1/2" GALVANIZED STEEL BLANK COVER (NE)	EA	32		
L-125-27	L-868B, 3/4" GALVANIZED STEEL BLANK COVER (E)	EA	6		
L-125-28	L-868B, 3/4" GALVANIZED STEEL BLANK COVER (NE)	EA	183		

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PAY ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENSION
L-125-30	L-868B, 3/4" GALVANIZED STEEL BLANK COVER, BOLT REPLACEMENT	EA	228		
L-125-31	REMOVE AND REPLACE P-605 SEALANT AROUND L-868B BASE CAN	EA	1,256		
L-125-32	FIELD LIGHTNING ARRESTOR ASSEMBLY	EA	113		
BID SCHEDULE B PRICE:					

NOTE TO BIDDER: Bidder is also to record the Bid Schedule A Price, Bid Schedule B Price and Total Bid Price on 00 41 13-9 in the spaces provided.

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SECTION 00 41 13.15 - EXHIBIT D

Bidder: _____

SCHEDULE OF DBE SUBCONTRACTOR PARTICIPATION OF SCHEDULE A PRICE

	“A”	“B”	“C”	“D”	“E”
	NAME OF CERTIFIED DBE FIRM, MANUFACTURER, VENDOR/SUPPLIER	ADDRESS AND PHONE NUMBER	COPE OF WORK	ESTIMATED SUBCONTRACT AMOUNT (\$)*	VENDOR/SUPPLIER SUBCONTRACT AMOUNT (\$)**
1					
2		S			
3					
4					
5					
6					
7					
	TOTALS				
	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: _____

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Bidder: _____

SCHEDULE OF DBE SUBCONTRACTOR PARTICIPATION OF SCHEDULE B PRICE

	"A"	"B"	"C"	"D"	"E"
	NAME OF CERTIFIED DBE FIRM, MANUFACTURER, VENDOR/SUPPLIER	ADDRESS AND PHONE NUMBER	SCOPE OF WORK	ESTIMATED SUBCONTRACT AMOUNT (\$)*	VENDOR/SUPPLIER SUBCONTRACT AMOUNT (\$)**
1					
2		S			
3					
4					
5					
6					
7					
	TOTALS				
	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: _____

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SECTION 00 43 13 - BID SECURITY FORM

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____, as Principal, and _____, as Surety, are held and firmly bound unto the Greater Orlando Aviation Authority (herein "Owner"), in the penal sum of _____ DOLLARS (\$ _____) for the payment of which, well and truly to be made we hereby jointly and severally bind ourselves, our successors and assigns.

SIGNED THIS ____ DAY OF _____, _____.

The condition of the above obligation is such that whereas the Principal has submitted to the Owner a certain Bid, attached hereto and made a part hereof, to enter into a contract in the form contained in the Bid Documents. for BP-496, East Airfield Taxiways Rehabilitation - Phase 2, Orlando International Airport.

NOW, THEREFORE, if

said Bid shall be rejected; or

if the Guarantee Period, as defined in the Instructions to Bidders, expires from the time and date fixed for opening of Bids before Notice of Intent to Award the Contract is given to Principal; or

if Notice of Intent to Award the Contract is given to the Principal and the Principal shall, within ten (10) business days of the date of the Notice of Intent to Award the Contract; execute and deliver a contract in the form of Contract Agreement contained in the Bid Documents, properly completed in accordance with the Instructions to Bidders; and shall furnish a Performance Bond for its faithful performance of the Contract, and a Payment Bond for the payment of all persons performing labor or furnishing materials or supplies in connection therewith, in the forms contained in the Bid Documents; and shall provide satisfactory evidence of all required insurance coverage; and shall provide evidence satisfactory to the Owner of the authority of the person or persons executing the Contract and all other documents on its behalf; and shall provide the statements, certifications and data relating to DBE participation identified in the Instructions to Bidders; and shall in all other respects perform its obligations pursuant to the terms of the Bid;

then this obligation shall be void, otherwise the same shall be forfeited to the Owner, not as a penalty, but in liquidation of and compensation for damages; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the Penal Sum of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its Bond shall be in no way impaired or affected by any extension of the time within which the Owner may provide Notice of Intent to Award the Contract or within which the Principal or the Owner may execute, deliver, furnish, provide or perform its obligations and the Surety does hereby waive notice of any such extensions, provided, however, the Guarantee Period may be extended when the written consent of the Surety is obtained.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, on the day and year first set forth above.

Signed, sealed and delivered
in the presence of:

(SEAL)

(SEAL)

(Countersignature by a Florida Licensed Agent)

Name and Title

Agency

Address

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.

END OF SECTION 00 43 13

1.0 BIDDER'S QUALIFICATIONS

I, (NAME) _____, (TITLE) _____, AN AUTHORIZED OFFICER OF

(FIRM) _____ CERTIFY THAT THE BIDDER HAS, WITHIN THE LAST FIVE YEARS, SUCCESSFULLY PERFORMED THE FOLLOWING PROJECTS WHICH INCLUDED CONSTRUCTION ACTIVITIES THAT ARE SIMILAR TO THIS PROJECT. THE FOLLOWING PROJECTS DEMONSTRATE MY FIRM'S EXPERIENCE IN THE INSTALLATION OF FAA P-401 PAVEMENT (5 MILLION MINIMUM), FAA P-501 PAVEMENT (5 MILLION MINIMUM) AND AIRFIELD LIGHTING/SIGNAGE/ELECTRICAL (3 MILLION MINIMUM, SUBCONTRACTOR IS ACCEPTABLE).

(LIST AS MANY PROJECTS AS REQUIRED TO INCLUDE ALL TYPES OF WORK SPECIFIED. ADDITIONAL PAGES MAY BE SUBMITTED AS NECESSARY):

PROJECT NAME	OWNER	OWNER'S CONTACT PERSON, ADDRESS, PHONE, FAX	DESIGN PROFESSIONAL	PRIME OR SUB*	CONSTRUCTION VALUE **	COMPLETION DATE

* STATE WHETHER THE WORK WAS PERFORMED BY THE BIDDER AS A PRIME OR SUBCONTRACTOR.

** If Work was performed as a subcontractor, list the construction value of the Work performed (not the Construction value of the entire project)

 Signature:

 Date:

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2.0 QUALIFICATIONS SUPPLEMENT

BIDDER SHALL IDENTIFY ALL CONTRACTS WITHIN THE PAST FIVE YEARS WHICH RESULTED IN LITIGATION OR ARBITRATION DESCRIBE THE PROJECT, THE PARTIES TO THE ACTION, THE INITIATOR OF THE ACTION AND THE RESOLUTION OR, IF NOT RESOLVED THE CURRENT STATUS. IF ADDITIONAL SPACE IS NEEDED, THE BIDDER SHALL ATTACH ADDITIONAL PAGES

1. NAME & LOCATION OF PROJECT:

A. NAME OF OWNER OR OTHER PARTY TO CONTRACT: _____

B. AMOUNT OF DAMAGES ASSESSED AND CIRCUMSTANCES: _____

C. DID THIS CONTRACT RESULT IN LITIGATION OR ARBITRATION? _____

D. WHO INITIATED THE ACTION? _____

E. WHAT WAS THE OUTCOME OR WHAT IS THE STATUS? _____

2. NAME & LOCATION OF PROJECT:

A. NAME OF OWNER OR OTHER PARTY TO CONTRACT: _____

B. AMOUNT OF DAMAGES ASSESSED AND CIRCUMSTANCES: _____

C. DID THIS CONTRACT RESULT IN LITIGATION OR ARBITRATION? _____

D. WHO INITIATED THE ACTION? _____

E. WHAT WAS THE OUTCOME OR WHAT IS THE STATUS? _____

END OF SECTION 00 45 13

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SECTION 00 45 49 - CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the corporation named as Principal in the foregoing Bid Bond; that _____ who signed the said Bond on behalf of the Principal was then _____ of said corporation; that I know [his, her] signature, and [his, her] signature thereto is genuine, and that said Bond was duly signed, sealed and attested for and in behalf of said corporation by authority of its governing body.

Name and Title

Name of Corporation Submitting Bid

(Corporate Seal)

END OF SECTION 00 45 49

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SECTION 00 52 13 - CONTRACT FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)

THIS CONTRACT made and entered into this _____ day of _____, in the year _____, by and between the GREATER ORLANDO AVIATION AUTHORITY, hereinafter called the Owner, and _____, hereinafter called the Contractor.

WITNESSETH, that the Contractor, for and in consideration of the payments hereinafter specified and agreed to be made by the Owner, hereby covenants and agrees to furnish and deliver all of the materials and supplies, to do and perform all of the work and labor required to be furnished and delivered, done and performed for "Bid Package BP-496, East Airfield Taxiways Rehabilitation - Phase 2, Orlando International Airport," and to complete the work in conformity with the Plans, Drawings, Specifications and all other Contract Documents on file at the office of the Director of Engineering of the Greater Orlando Aviation Authority. The Bid Documents (as defined in Section 10 of the General Provisions), Plans, Drawings, Specifications and all other Contract Documents (as defined in Section 10 of the General Provisions) are incorporated herein and made a part of this Contract with the same effect as if they had been set forth fully in the body of this Contract.

The Contractor agrees to make payment of all proper charges for labor, materials, supplies and services required in the aforementioned work, 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, conditions, provisions, or stipulations of this Contract, according to the true intent and meaning thereof, then the Owner may avail itself of any or all remedies provided in the Contract and shall have the right and power to proceed in accordance with the provisions thereof.

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 arising out of, or by reason of, the work or labor performed or the materials, services or supplies furnished under this Contract, 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.

In consideration of the premises, the Owner will pay to the Contractor for the said Work, when fully completed, the Total Contract Price of _____ Dollars (\$ _____) subject to such additions and deductions as may be provided for in the Contract Documents. Payments shall be made upon the terms set forth in the Contract Documents.

Unless otherwise declared in an addendum hereto, the Contractor warrants to the Owner that no member, officer or employee of the Owner has any material interest (as defined in Section 112.312(1), Florida Statutes), either directly or indirectly, in the business of the Contractor to be conducted hereunder, that for Contracts being funded in whole or in part by the Florida Department of Transportation, no person who has within the past year been a member, officer or employee of the Owner has any material interest, either directly or indirectly, in the business of the Contractor to be conducted hereunder, and that no such persons shall have any such interest at any time during the term hereof.

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.

IN WITNESS WHEREOF, the said GREATER ORLANDO AVIATION AUTHORITY has caused this Contract to be executed in its name by its Chief Executive Officer or an Aviation Authority Officer; and attested by its Secretary or its Assistant Secretary, and has caused its seal to be hereto attached; and the Contractor has caused this Contract to be executed in its name by _____, its President, attested by _____, its Secretary, and has caused the seal of said corporation to be hereunto attached, all on the day and year first above written.

Signed, sealed and delivered
in the presence of:

GREATER ORLANDO AVIATION AUTHORITY

Attest: _____ By: _____
Assistant Secretary Chief Executive Officer

(SEAL)

(If Contractor is a Corporation)

Name of Corporation

Witness By: _____
President or Authorized Representative

Witness Attest: _____
Secretary

(SEAL)

SECTION 00 61 13 - PERFORMANCE AND 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.:	
PAYMENT BOND NO.:	
CONTRACTOR INFORMATION:	NAME:
	ADDRESS:
	PHONE:
SURETY PRINCIPAL: BUSINESS INFORMATION	NAME:
	ADDRESS:
	PHONE:
OWNER INFORMATION:	NAME: GREATER ORLANDO AVIATION AUTHORITY
	ADDRESS: ONE JEFF FUQUA BLVD.
	ORLANDO, FL 32827
	PHONE: (407) 825-2001
BOND AMOUNT:	\$
CONTRACT NO. (IF APPLICABLE):	BP-496
DESCRIPTION OF WORK:	EAST AIRFIELD TAXIWAYS REHABILITATION - PHASE 2
PROJECT LOCATION:	Orlando INTERNATIONAL Airport, Orlando, FL
AGENT INFORMATION:	NAME:
	ADDRESS:
	PHONE:

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SECTION 00 61 13.13 - PERFORMANCE 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 _____, 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 _____ Dollars (\$ _____), 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 " BP-496, East Airfield Taxiways Rehabilitation - Phase 2, 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 applicable), 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 _____, _____, 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

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-Authority appointing the individual Attorney-in-Fact for the Surety, as well as the Power-of-Authority 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 _____, 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 herein below defined, in the Penal Sum of _____ Dollars (\$ _____) 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 " BP-496, East Airfield Taxiways Rehabilitation - Phase 2, 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 _____, _____, 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

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.

SECTION 00 61 13.19 – PERFORMANCE AND PAYMENT BOND CERTIFICATION FORM

GREATER ORLANDO AVIATION AUTHORITY
ORLANDO, FLORIDA

I, _____, 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 _____ 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

Secretary Printed Name

(Corporate Seal)

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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 Sections 20 and 70 of the General Provisions. Certificates of Insurance shall be remitted using an ACORD form, or in a form acceptable to the Owner and shall be executed by the Agent/Broker 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 General Provisions 70-25. 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.

END OF SECTION 00 62 16

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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 "BP-496, East Airfield Taxiways Rehabilitation - Phase 2, 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 _____, ____

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: _____

(Seal)

Printed Name: _____

Commission Expires: _____

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 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	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 are available upon request prior to that time. The 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 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 " BP-496, East Airfield Taxiways Rehabilitation - Phase 2, 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 correct.

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

WITNESSES:

CONTRACTOR
By: _____
Title: _____

(CORPORATE SEAL)
(If Applicable)

State of: _____
County of: _____

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.

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.

(Seal)

Notary Public: _____

Printed Name: _____

Commission Expires: _____

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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 "BP-496, East Airfield Taxiways Rehabilitation - Phase 2, 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 _____, _____

WITNESSES:

SUB CONTRACTOR

By: _____

Title: _____

(CORPORATE SEAL)
(If Applicable)

State of: _____
County of: _____

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.

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: _____

(Seal)

Printed Name: _____

Commission Expires: _____

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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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SPECIAL CONDITIONS REGARDING CONSTRUCTION
AT AIRPORT FACILITIES

Table of Contents

ARTICLE 1	AIRPORT LAYOUT PLAN CHANGE REQUEST	1
ARTICLE 2	RESTRICTIONS REGARDING AIR OPERATIONS AREA.....	1
ARTICLE 3	CONTRACTOR OPERATIONS ON THE AOA.....	1
ARTICLE 4	AOA CLOSURES.....	2
ARTICLE 5	NAVAIDS AND OTHER SIGNALS	2
ARTICLE 6	FAA REQUIRED PROVISIONS.....	3
ARTICLE 7	USE OF SITE	6
ARTICLE 8	BARRICADES, WARNING SIGNS AND HAZARD MARKINGS	6
ARTICLE 9	CONTRACTOR'S RESPONSIBILITY FOR UTILITY SERVICE AND FACILITIES OF OTHERS	7
ARTICLE 10	ARCHAEOLOGICAL AND HISTORICAL FINDINGS	7
ARTICLE 11	INSPECTION BY OTHERS	7

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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 150/5370-2.
- 3.3 All runways, taxiways, and aprons which have been used by the Contractor's vehicles or equipment shall be returned to the condition existing prior to any closing or crossing and prior to the reopening of these areas to aircraft traffic. All existing wooded or grassed areas beyond the limit of Work damaged by the Contractor's operations shall be restored to its original condition by the Contractor.
- 3.4 If the Contractor is given approval to work at night, the Contractor shall provide lights at the work site and along the access route. Type, direction, number and location of lights shall be subject to the approval of the Owner and FAA Chief Control Tower Operator.
- 3.5 Open flame type lighting is prohibited on the AOA.
- 3.6 The Contractor is to develop and provide the Safety Plan Compliance Document (SPCD) for the project in conformance with the current edition of FAA Advisory Circular 150/5370-2G Operational Safety at Airports During Construction.

ARTICLE 4 AOA CLOSURES

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

ARTICLE 5 NAVAIDS AND OTHER SIGNALS

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

workers, time of day or night, method of repairs for any temporary or permanent repairs the Contractor proposes to make to any of the airport facilities and cables damaged by the Contractor.

ARTICLE 6 FAA REQUIRED PROVISIONS

6.1 Agreements with the United States and State of Florida.

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

6.2 Fair Prices.

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

6.3 Non-Discrimination

6.3.1 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 shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT"), Title VI List of Pertinent Nondiscrimination Acts and Authorities, and 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, which are identified 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 the Nondiscrimination Acts and Authorities and Regulations, including employment practices when the Contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21. 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 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 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 (FAA) to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities, 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 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 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.

6.3.2 Title VI List of Pertinent Nondiscrimination Acts and Authorities.

1. 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).

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 01500, Construction Facilities and Temporary 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 150/5370-2, Safety on Airports During Construction Activity.
- 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 150/5370-2 and AC 150/5210-5.
- 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 01500, Construction Facilities and Temporary 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

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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

- B. AOA – Aircraft Operating Area
- C. Airport Identification Media – identification badge issued by the Owner
- D. Photo ID Badges (security) – photo identification badge issued by the Owner for Secured, Sterile and/or AOA areas
- E. Photo ID Badges (white) – photo identification badge issued by the Owner for non-security areas only
- F. Non-photo ID Badges (construction) – identification badge issued by the Owner for escorted access to Secured, Sterile and AOA areas
- G. Non-photo ID Badges (white) – identification badge issued by the Owner for escorted access to non-security areas only
- H. 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 of 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, insignia, or name change.....	\$25.00
B. Non-returned Badges - (fee charged to employer).....	\$100.00
C. Lost identification badge – Replacement.....	\$50.00
D. Stolen Identification badge - No charge with proper documentation.....	\$00.00
E. Fingerprints.....	\$27.00
F. Security Background Check.....	\$11.00
G. Keys.....	\$10.00
H. Lost key replacement.....	\$50.00
I. Non-returned keys - (fee charged to employer).....	\$50.00
J. AOA Vehicle Decals.....	\$25.00

- K. Fees can be paid by company check or cash at time of processing. The Owner will not reimburse Contractor for any fees or costs associated with the security requirements.

3.4 AUTOMOBILE DECAL REQUIREMENTS

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

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

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

3.6 VEHICLE REQUIREMENTS ENTERING AND DRIVING UNDER TERMINAL BUILDING

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

3.7 VEHICLE REQUIREMENTS NEAR TERMINAL AND TERMINAL TOP PARKING AREA

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

3.8 CONSTRUCTION SITES/LAYDOWN AREAS

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

3.9 SECURITY VIOLATIONS

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

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

END OF SECTION 00 73 93.01

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

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 DEFINITIONS

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

1.3 DESCRIPTION

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

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

1.4 TRANSMISSION

- A. When transmitting SSI, the SSI marking must be applied to the transmittal document (letter, memorandum, or fax). The transmittal document must contain, if applicable, a disclaimer noting that it is no longer SSI when it is detached from the SSI it is transmitting (transmittal e-mails do not need to contain this disclaimer), and a warning that if received by an unintended or different recipient, the sender must be notified immediately.

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

PART 2 - PRODUCTS (Not Applicable)

PART 3 – EXECUTION

3.1 ACKNOWLEDGEMENT OF SENSITIVE SECURITY INFORMATION

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

WARNING: This record contains Sensitive Security Information that is controlled under 49 CFR parts 15 and 1520 or that may be otherwise exempt from public disclosure pursuant to Florida Statutes sections 331.22, 119.071, and/or 281.301. No part of this record may be disclosed to persons without a "need to know", as defined in 49 CFR parts 15 and 1520, except with the written permission of both the Greater Orlando Aviation Authority and either the Administrator of the Transportation Security Administration or the Secretary of Transportation. Unauthorized release may result in civil penalty or other action.
- C. Attached for your use and records is 49 CFR parts 15 and 1520. By execution of this document you are agreeing to the following:
 - 1. This agreement is completed for the release of both electronic and hard copy bid documents, and any SSI documents related to Orlando International and Orlando Executive airports.

2. I am the duly authorized representative for:

Print Name and Title

Print Authorized Entity

Print Address

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

Signature

Date

3.2 ATTACHMENTS

A. The following documents are attached:

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

END OF SECTION 00 73 93.03

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ATTACHMENTS FOR SECTION 00 73 93.03

49 CFR Part 15 – Protection of Sensitive Security Information

<p>Office of the Secretary of Transportation</p> <p>§ 11.120 Evaluation and disposition of applications and proposals for research to be conducted or supported by a Federal department or agency.</p> <p>(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.</p> <p>(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.</p> <p>§ 11.121 [Reserved]</p> <p>§ 11.122 Use of Federal funds.</p> <p>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.</p> <p>§ 11.123 Early termination of research support: Evaluation of applications and proposals.</p> <p>(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.</p> <p>(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</p>	<p style="text-align: right;">§ 15.1</p> <p>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).</p> <p>§ 11.124 Conditions.</p> <p>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.</p> <p style="text-align: center;">PART 15—PROTECTION OF SENSITIVE SECURITY INFORMATION</p> <p>Sec.</p> <p>15.1 Scope.</p> <p>15.3 Terms used in this part.</p> <p>15.5 Sensitive security information.</p> <p>15.7 Covered persons.</p> <p>15.9 Restrictions on the disclosure of SSI.</p> <p>15.11 Persons with a need to know.</p> <p>15.13 Marking SSI.</p> <p>15.15 SSI disclosed by DOT.</p> <p>15.17 Consequences of unauthorized disclosure of SSI.</p> <p>15.19 Destruction of SSI.</p> <p>AUTHORITY: 49 U.S.C. 40119.</p> <p>SOURCE: 69 FR 28078, May 18, 2004, unless otherwise noted.</p> <p>§ 15.1 Scope.</p> <p>(a) <i>Applicability.</i> 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</p>
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§ 15.3

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

49 CFR Subtitle A (10-1-20 Edition)

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

Office of the Secretary of Transportation

§ 15.5

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 de-

scription of a test object or test procedure, for—

(1) 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,

Office of the Secretary of Transportation

§ 15.9

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

§ 15.11

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 § 15.13, the covered person must—

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

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

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

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

§ 15.11 Persons with a need to know.

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

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

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

49 CFR Subtitle A (10-1-20 Edition)

recommended, or directed by DHS or DOT.

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

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

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

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

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

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

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

[69 FR 29078, 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.

Office of the Secretary of Transportation

§ 15.17

(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

§ 15.19

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

49 CFR Subtitle A (10-1-20 Edition)

- 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 (49 FR 15987); 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.

ENHANCED CONTENT - TABLE OF CONTENTS

Part 1520	Protection of Sensitive Security Information	1520.1 – 1520.19
§ 1520.1	Scope.	
§ 1520.3	Terms used in this part.	
§ 1520.5	Sensitive security information.	
§ 1520.7	Covered persons.	
§ 1520.9	Restrictions on the disclosure of SSI.	
§ 1520.11	Persons with a need to know.	
§ 1520.13	Marking SSI.	
§ 1520.15	SSI disclosed by TSA or the Coast Guard.	
§ 1520.17	Consequences of unauthorized disclosure of SSI.	
§ 1520.19	Destruction of SSI.	

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 in 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.

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

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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 1/2 inch squares.
- ★ Properly destroy electronic records using any method that will preclude recognition or reconstruction.

Transportation Security Administration
 Phone: (871) 227-3813 • Fax: (871) 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.



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 E.O. 13526 and 49 CFR parts 15 and 1520.

Recognizing SSI

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

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

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.

Destroying SSI

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

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.

Safety 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.	
DHS Form 11000-6 (08-04)	Page 1

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

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

(2) If the 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 manner as the original.

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

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

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

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

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

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

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

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

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

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

16. I represent and warrant that I have the authority to enter into this Agreement.

17. I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the briefing officer has made available to me any laws, regulations, or directives referenced in this document so that I may read them at this time, if I so choose.

DEPARTMENT OF HOMELAND SECURITY
NON-DISCLOSURE AGREEMENT
 Acknowledgement

Typed/Printed Name:	Government/Department/Agency/Business Address	Telephone Number:

I make this Agreement in good faith, without mental reservation or purpose of evasion.

Signature:

WITNESS:

Typed/Printed Name:	Government/Department/Agency/Business Address	Telephone Number:

Signature:

This form is not subject to the requirements of P. L. 104-13, "Paperwork Reduction Act of 1995" 44 U.S.C. Chapter 35.

END OF ATTACHMENTS FOR SECTION 00 73 93.03

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