



NORTHWEST FLORIDA

BEACHES INTERNATIONAL AIRPORT

INVITATION TO BID PASSENGER BOARDING BRIDGES (PBB)

The Panama City-Bay County Airport and Industrial District dba Northwest Florida Beaches International Airport (ECP) is accepting bids for three (3), new, passenger boarding bridges (PBB) to be installed at Northwest Florida Beaches International Airport Gates one (1), two (2) and six (6).

Acceptance of a bid for the purchase of the PBB will be contingent on successful receipt of a Federal Aviation Administration Airport Improvement Program grant by ECP for the purchase of PBB. Failure to secure a grant will be grounds to reject all bids.

The “Specification Northwest Florida Beaches International Airport (ECP) Passenger Boarding Bridge” (the “Specification”) is attached and incorporated herein and bidders must comply with this Specification except as provided below. The project base bid consists of providing new PBBs for Gates 1, 2 & 6 at ECP. Bidders must include a price for Alternate 1, which is to add a PBB mounted baggage slide/wheelchair lift. ECP is under no obligation to purchase Alternate 1. The new PBBs shall be 3-tunnel design and the sizes/models shall be as appropriate to accommodate the following ranges of retraction and extension:

1. Gate 1 shall produce a retracted length less than or equal to 60 feet and an extended length of greater than or equal to 119 feet. Dimensions to be field verified by successful bidder.
2. Gate 2 shall produce a retracted length less than or equal to 60 feet and an extended length of greater than or equal to 119 feet. Dimensions to be field verified by successful bidder.
3. Gate 6 shall produce a retracted length less than or equal to 68 feet and an extended length of greater than or equal to 141 feet. Dimensions to be field verified by successful bidder.

Bids submittal to include:

- All costs to remove existing bridges from passenger terminal building, and locate on airport property. Existing bridges to remain the property of ECP.

- Turnkey installation of three PBB per the Specification except for deviations described by bidder on Exhibit A.
- Documentation of support items required by the Specification and this Invitation to Bid.

There is no express or implied obligation for the Panama City-Bay County Airport and Industrial District to reimburse responding firms for any expenses incurred in preparing proposals in response to this Invitation to Bid.

The Panama City-Bay County Airport and Industrial District reserves the right to reject any or all bids, to waive any irregularities or informalities in any bid or in the bid procedures, and to accept or reject any item or combination of items. ECP will be the sole judge in determining as equivalent products. The Panama City-Bay County Airport and Industrial District will select the low bidder for contract negotiations if the low bidder fully complies with the Specification. In the event that the low bidder does not fully comply with the Specification, the Panama City-Bay County Airport and Industrial District will give consideration to all deviations in the low bid and any deviations in the other bids, as well as the relative pricing of the bids, and either select the bid that provides the best value to Panama City-Bay County Airport and Industrial District or reject all bids. Any bid that substantially deviates from the Specification in the sole discretion of the Panama City-Bay County Airport and Industrial District will be deemed non-responsive.

Please provide any questions regarding this Invitation to Bid in writing to Richard A. McConnell, Deputy Executive Director, by e-mail (accounting@pcairport.com) no later than 10 a.m. (CST) on May 17, 2023. All questions and responses will be posted to the Airport website (www.iflybeaches.com) by Friday, 19, 2023. It is the responsibility of the bidder to check the website for any additional information related to this bid.

Sealed bids must be delivered to the Administrative Offices of the Northwest Florida Beaches International Airport, 6300 West Bay Parkway, Box A, Panama City, Florida 32409 by 2 pm on June 1, 2023. Submittals should include attached Exhibits A, B and C. Please provide three (3) copies of the bid in a sealed package clearly and prominently labeled:

“ECP PASSENGER BOARDING BRIDGES – June 1, 2023”

Bids will be opened at 2 pm on June 1, 2023 in the Administrative Offices, upstairs in the Airport Terminal.

EXHIBIT A

Company Name _____

Address _____

Telephone Number _____

Fax _____

Contact Person _____

Authorized Representative _____

Signature

Printed Name

Title

Deviations

List any deviations from the SPECIFICATIONS in this document or the attached Specification. An explanation must be provided below and documentation provided to verify compliance with the Specification and any other specifications provided by this Invitation to Bid on a similar or equivalent basis.

Item No.	Reason for deviation, description of replacement component, and/or explanation

Pricing Information (please print clearly)

Base Bid Unit Prices

New metal panel walled PBBs per the Specification, including all equipment (pre-conditioned air system, combination 400Hz/28VDC ground power units, accessories, finishes and options specified; and remove and relocate existing PBB to a specified location on airport property.

Metal Walled PBB at Gate One (1): \$ _____

\$ _____

(Amount in Words)

Metal Walled PBB at Gate Two (2): \$ _____

\$ _____

(Amount in Words)

Metal Walled PBB at Gate Six (6): \$ _____

\$ _____

(Amount in Words)

Total Base Bid: \$ _____

\$ _____

(Amount in Words)

Add Alternate 1 (include additional amount only)

- A. Wheelchair lift shall be provided/installed. Lift must be approved for use on PBB provided by manufacturer. Wheelchair lift to be a "Nova" brand wheelchair/baggage lift or approved equal.
- B. Baggage slide shall be provided/installed. Slide to be integrated with lift provided for in paragraph A of this section. Slide must be approved for use on PBB provided by manufacturer. Baggage slide to be a "Nova" brand baggage slide or approved equal.

PBB Mounted Baggage Slide/Wheelchair Lift \$ _____

\$ _____

(Amount in Words)

PLEASE NOTE: ECP RESERVES THE RIGHT TO AWARD THIS BID ON EITHER THE LOWEST BASE BID OR THE LOWEST OF ANY COMBINATION OF THE BASE BID AND ALTERNATE AS NOTED ABOVE.

By signing above, authorized representative warrants to Panama City-Bay County Airport and Industrial District that the price quoted is good for 90 days after the bid date.

EXHIBIT B

SWORN STATEMENT UNDER SECTION 287.133(3)(A) **FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the Panama City-Bay County Airport and Industrial District

by _____
(print individual's name and title)

for _____
(print name and entity submitting sworn statement)

whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

(if the entity has no FEIN, include the Social Security No. of the individual signing this sworn statement:

_____.)

2. I understand that a "public entity crime" as defined in Section 287.133(1)(g) of the Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.

3. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial or entry of a plea of guilty or *nolo contendere*.
4. I understand that “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means
- A. A predecessor or successor of a person convicted of a public entity crime; or
 - B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a “person” as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, and employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, not any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.107, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(signature)

(date)

STATE OF _____

COUNTY OF _____

Personally appeared before me, the undersigned authority, (name of individual signing)_____

who, after first being sworn by me, affixed his/her signature in the space provided above on this

_____ day of _____, 2023.

Subscribed and sworn to before me this _____ day of _____, 2023.

My commission expires:

Notary Public

EXHIBIT C
NON-COLLUSION AFFIDAVIT

State of _____

County of _____

The undersigned Bidder or agent, being duly sworn, on oath says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation, or partnership represented by him/her, entered into any combination, collusion or agreement with any person relative to the price to be proposed by anyone at such letting, nor to prevent any person from submitting a bid, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such proposals in any way or manner whatever.

PROPOSER OR AGENT

For _____
FIRM OR CORPORATION

Subscribed and sworn to before me this ____ day of _____, 2023.

My Commission Expires:

- Form must be signed and notarized -



NORTHWEST FLORIDA

BEACHES INTERNATIONAL AIRPORT

NORTHWEST FLORIDA BEACHES INTERNATIONAL AIRPORT PANAMA CITY – BAY COUNTY AIRPORT AND INDUSTRIAL DISTRICT GENERAL FORM OF CONTRACT

Contractor: _____
Address: _____
Contact: _____
Telephone Number(s): _____
Facsimile: _____

Contract Title: Passenger Boarding Bridges
Work Location: Northwest Florida Beaches International Airport
Owner: Panama City – Bay County Airport and Industrial District
Address: 6300 West Bay Parkway, Suite A
Panama City Beach, FL 32409
Telephone Number: (850) 636-8950

This construction contract (hereinafter the “Contract”) is effective as of the ____ day of _____, _____ between Owner and the above-named Contractor who hereby agree that all Work specified below shall be performed by the Contractor in accordance with all provisions of this Contract, consisting of the following Project Documents:

1. This General Form of Contract and duly entered written modifications issued after execution of this Contract, including but not limited to duly issued Change Notices/Orders (as such term is defined in the General Conditions) and Amendments.
2. Contractor’s submitted Bid Proposal, including but not limited to Exhibit “A” (proposal and pricing information), Exhibit “B” (Public Entity Crimes Statement), and Exhibit “C” (Non-Collusion Affidavit)
3. Exhibit “A” – Invitation to Bid
4. Exhibit “B” - Scope of Work and Technical Specifications
5. Exhibit “C” – Addendum # _____
6. Exhibit “D” – ECP Project General and Special Conditions.

Contractor shall commence the Work within ten (10) calendar days after the Notice to Proceed is issued by the Owner, which shall be issued within ninety (30) calendar days

(or such longer period of time the Owner and Contractor may mutually agree to in writing) of the execution of this Contract, Owner shall issue a Notice to Proceed to Contractor.

The Owner's issuance of the Notice to Proceed is expressly conditioned upon the satisfaction of the following condition precedents:

1. The Performance Bond has been delivered and is acceptable to the Owner,
2. The Payment Bond has been delivered and is acceptable to the Owner,
3. The Insurance Certificate has been delivered and is acceptable to the Owner,
4. A Project Schedule for the Work has been delivered and is acceptable to the Owner,
5. A Schedule of Values for the Work has been delivered and is acceptable to the Owner,

Owner shall determine, in its sole discretion, whether these condition precedents have been satisfied, shall be final and binding on the Contractor. Should Owner determine that all such condition precedents have not been satisfied (or otherwise waived in writing by Owner, in its sole discretion), then Owner may send Contractor written notice that Owner has elected to terminate this Contract, in which event this Contract shall automatically be terminated and neither party shall have any further liability or obligation hereunder whatsoever to the other party. In the event of any such termination prior to issuance of the Notice to Proceed, Contractor acknowledges and agrees that it shall not be entitled to and Owner shall not be liable for any payments to Contractor arising out of or relating to this Contract.

Work to Be Performed: Except as specified elsewhere in the contract, Contractor shall furnish all plant; labor; materials; tools; supplies; equipment; transportation; supervision; safety; technical; professional; and other services; and shall perform all operations necessary and required to satisfactorily accomplish the Work all strictly in accordance with all requirements of the Bid and Project Documents.

Schedule: The Work shall be performed and completed by **May 15, 2024** unless otherwise approved by Owner.

Compensation: As full consideration for the satisfactory performance by Contractor of this Contract, Owner shall pay to Contractor compensation in accordance with the prices set forth in Exhibit "Bid Proposal" and the payment provisions of the Project Documents.

Payment Procedures: The successful Bidder shall be required as a pre-requisite of the Notice to Proceed to provide the Owner a "Schedule of Values," a statement allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing "Contractor's Application for Payment." Only a Contractor's Application for Payment that corresponds directly with the "Schedule of Values" approved by the Owner or its representative will be acceptable for payment consideration.

The Contractor shall submit three (3) signed and notarized original copies of each Application of Payment (Invoice) for Work completed and/or stored to date along with waivers of lien, schedule updates and other pertinent information. The Owner's Representative will review the Application for Payment, evaluate the status of the Work and recommend the amount to be authorized for payment less 10% retained by the Owner until the project is complete.

The amount authorized for payment will be made to the Contractor by the Owner within thirty (30) days of the date of the Application of Payment. Retained amounts shall be released to the Contractor within thirty (30) calendar days of final acceptance of the Work by the Owner or its representative.

Insurance: The Contractor shall procure and maintain insurance, in the types and of the amounts provided in section SC-2 (Insurance) of the special provisions of this contract, except for coverage(s) specifically waived by Owner, on policies and with insurers acceptable to Owner. These insurance requirements shall not limit the liability of Contractor.

The insurance coverage(s) and limits required of Contractor under this Contract are designed to meet the minimum requirements of Owner and the Owner does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities. Contractor alone shall be responsible to the sufficiency of its own insurance program.

The Contractor and the Contractor's subcontractors and sub-subcontractors shall be solely responsible for all of their property, including but not limited to any materials, temporary facilities, equipment and vehicles, and for obtaining adequate and appropriate insurance covering any damage or loss to such property. The Contractor and the Contractor's subcontractors and sub-subcontractors shall expressly waive any claim against the Owner arising out of or relating to any damage or loss of such property, even if such damage or loss is due to the fault or neglect of the Owner or anyone for whom the Owner is responsible. The Contractor is obligated to include, or cause to be included, provisions similar to this paragraph in all of the Contractor's subcontracts and its subcontractor's contracts with their sub-subcontractors.

The Contractor's deductibles/self insurance retention's must be disclosed to Owner and are subject to Owner's approval. The Contractor is responsible of the amount of any deductible or self-insured retention. Any deductible or retention applicable to any claim or loss shall be the responsibility of Contractor and shall not be greater than \$25,000, unless otherwise agreed to, in writing, by Owner.

Insurance required of the Contractor or any other insurance of the Contractor shall be considered primary, and insurance of Owner shall be considered excess, as may be applicable to claims or losses which arise out of or relate to the Work or this Project.

This Contract embodies the entire agreement between Owner and Contractor and supersedes all other writings. The parties shall not be bound by or be liable for any statement, representation, promise, inducement, or understanding not set forth herein.

OWNER

CONTRACTOR

**Panama City – Bay County Airport
& Industrial District**

By:

By:

**Authorized
Signature:**_____

**Authorized
Signature:**_____

Print Name:_____

Print Name:_____



NORTHWEST FLORIDA BEACHES INTERNATIONAL AIRPORT

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GENERAL CONDITIONS

GC-1 Independent Contractor

Contractor represents that it is fully experienced, properly qualified, registered, licensed, equipped, organized, and financed to perform the Work under this contract. Contractor shall act as an independent contractor and is not an agent of the Owner in performing this contract, maintaining complete control over its employees and all its suppliers and subcontractors of any tier. Nothing contained in this contract or any lower-tier purchase orders or subcontracts awarded by the Contractor shall create any contractual relationship with the Owner and/or its representative. Contractor shall perform the Work hereunder in accordance with its own methods subject to compliance with the Contract.

GC-2 Authorized Representatives

Before starting the Work, Contractor shall designate in writing an authorized representative acceptable to the Owner or its representative to represent and act for Contractor and shall specify any and all limitations of such representative's authority.

GC-3 Notices

Any notices required hereunder shall be in writing and may be served either personally on the authorized representative of the receiving party at the Jobsite, by facsimile, by courier or express delivery, or by certified mail to the facsimile number or address of that party, or at such facsimile number or address as may have been directed by written notice.

GC-4 Contract Interpretations

All questions concerning interpretation or clarification of this Contract or applicable standards and codes, including the discovery of conflicts, discrepancies, errors or omissions, or the acceptable performance thereof by contractor, shall be immediately submitted in writing to the Owner or its representative for resolution. At all times Contractor shall proceed with the Work in accordance with the determinations, instructions, and clarifications of the Owner or its representative. Contractor shall be solely responsible for requesting instructions, interpretations or clarifications and shall be solely liable for any costs and expense arising from its failure to do so.

GC-5 Order of Precedence

All Project Documents and subsequently issued Change Orders and Amendments are essential parts of this Contract and a requirement occurring in one is binding as though occurring in all. In resolving conflicts, discrepancies, errors or omissions the following order of precedence shall be used

1. Invitation to Bid
2. Special Conditions
3. General Conditions
4. Scope of Work
5. Specifications

GC-6 Standards and Codes

Wherever references are made in this contract to standards or codes in accordance with which the Work under this Contract is to be performed, the edition or revision of the standards or codes current on the effective date of this contract shall apply unless otherwise expressly stated. In case of conflict between any referenced standards and codes and any Project Documents, the Project Documents shall govern.

GC-7 Laws and Regulations

All applicable laws, ordinances, statutes, rules, regulations, orders or decrees, including Owner's Airport Security Program and other formally adopted rules and regulations, in effect at the time the Work under this Contract is performed shall apply to Contractor and its employees, representative, its subcontractors, sub-subcontractors, material suppliers and others under Contractor's Contract for the Work.

GC-8 Permits

If required, or as otherwise specified, Contractor shall procure and pay for all permits, licenses, certifications and other applicable governing authority requirements and inspections, other than inspection performed by the Owner or its representative and shall furnish any documentation, bonds, security, or deposits required to permit performance of the Work. Owner shall submit drawings and specifications to Bay County Builder Services, as applicable, to initiate review and expedite review process. Contractor, upon award, shall immediately follow up, submit, secure, procure and pay for required permits with agencies.

GC-9 Taxes

Contractor shall pay all taxes, levies, duties and assessments of every nature due in connection with the Work under this Contract and shall make any and all payroll deductions and withholdings required by law, and hereby indemnifies and holds harmless the Owner and its representative from any liability on account of any and all such taxes, levies, duties, assessments, and deductions.

GC-10 Labor, Personnel and Work Rules

Contractor shall employ only competent and skilled personnel to perform the Work and shall remove from the Jobsite any Contractor personnel determined to be unfit or to be acting in violation of any provision of this Contract. Contractor is responsible for maintaining labor relations in such manner that there is harmony among workers and shall comply with and enforce Project and Jobsite procedures, regulations, work rules, and work hours established by the Owner or its representative.

The Owner may, at its sole discretion, directly or through its representative deny access to the Jobsite to any individual by written notice to Contractor and Contractor shall promptly replace such individual with another who is fully competent and skilled to perform the Work.

Contractor shall, to the extent permissible under applicable law, comply with the provisions of all labor agreement(s) which apply to the Work performed under this Contract. Unless other methods are established by Owner, the rules, regulations, and procedures of the Plan for Settlement of Jurisdictional Disputes in the Construction Industry, or any successor agreement thereto, shall be used to determine work assignments and to resolve jurisdictional disputes on work covered by this Contract.

GC-11 Commercial Activities

Neither Contractor nor its employees shall establish any commercial activity or issue concessions or permits of any kind to third parties for establishing commercial activities on the Jobsite or any other lands owned or controlled by Owner.

GC-12 Publicity and Advertising

Contractor shall not make any announcement, take any photographs, or release any information concerning this Contract, or Project, or any part thereof to any member of the public, press, business entity, or any official body unless prior written consent is obtained from the Owner.

GC-13 Safety and Health

Contractor shall be solely responsible for conducting operations under this Contract to avoid risk of harm to the health and safety of persons and property and for inspecting and monitoring all its equipment, materials and work practices to ensure compliance with its obligations under this contract. Contractor shall assume all responsibility and liability with respect to all matters regarding safety and health of its employees and the employees of Contractor's suppliers and subcontractors of any tier, with respect to the risks under this Contract.

GC-14 Environmental Requirements

Throughout performance of the Work, Contractor shall conduct all operations in such a way as to minimize impact upon the natural environment and prevent any spread or release of contaminated or hazardous substances and comply with all applicable laws, regulations, ordinances, statutes, rules, and codes governing environmental requirements and conduct the Work based on the requirements of this Contract including compliance with permit requirements and Project plans and approvals. Contractor shall indemnify Owner for any penalties, fines, and costs incurred, including costs for environmental studies and remediation, that arise due to Contractor's improper performance of the Work or Contractor's negligence.

GC-15 Site Conditions and Natural Resources

Contractor shall have the sole responsibility for satisfying itself concerning the nature and location of the Work and the general and local conditions, including but not limited to, transportation, access, disposal, handling/storage materials, labor availability, water, electrical power, road conditions, climatic conditions, soil conditions, seasons, hydrology, physical site condition, project area, topography, ground surface conditions, equipment and facilities needed preliminary to and during the performance of the Work. The failure of Contractor to acquaint itself with any applicable conditions will not relieve Contractor of the responsibility for properly estimating the difficulties, time or cost of successfully performing Contractor's obligations under this Contract.

GC-16 Differing Site Conditions

Where the Owner or its representative has made investigations of subsurface, surface and soil conditions in areas where work is to be performed under this Contract, such investigations are made by Owner or its representative for the purpose of study and design. If such records of such investigations are included in the Project Documents, the interpretation of such records shall be the sole responsibility of Contractor and the Owner or its representative assumes any responsibility whatsoever in respect to the sufficiency or accuracy of such investigations, the records thereof, or the interpretations set forth and there is no warranty or guarantee, either express or implied, that the conditions indicated by such investigations or records thereof are representative of those existing throughout such areas, or any part thereof, or that unforeseen developments may not occur, or that materials other than or in proportions different from those indicated may not be encountered.

GC-17 Contractor's Work Area

Contractor shall confine its operations to the areas designated in the plans as the areas of Work or access to the Work or areas designated for storage. Contractor shall coordinate with Owner any planned disruption of operations at, or adjacent to, Worksite. Contractor shall, at all times, keep its work areas in neat, clean and safe conditions. Upon completion of any portion of the Work, Contractor shall promptly remove from the work area all its equipment, storage, temporary structures, surplus materials not to be used at or near the same location during later stages of the Work. Upon completion of the Work and prior to final payment, Contractor shall at its expense satisfactorily dispose of all rubbish, remove all plant, equipment, and materials and leave the premises in a neat, clean and safe condition. If Contractor fails to comply with these foregoing requirements, Owner may accomplish same at Contractor's expense.

GC-18 Cooperation with Others

The Owner may have its employees, representatives, other contractors and other subcontractors working at the Jobsite during the performance of this Contract and Contractor's work or use of certain facilities may be interfered with as a result of such concurrent activities. Owner reserves the right to require Contractor to schedule the order of performance of the Work in such a manner as will minimize the interference with work of any of the parties involved.

GC-19 Responsibility for Work, Security and Property

Contractor shall be responsible for and shall bear any and all risk of loss or damage to work in progress and, pursuant to the Special Condition titled "Title and Risk of Loss," to equipment and materials. Contractor shall be responsible for all receiving and unloading of materials for the Work, storing of materials and equipment subject to degradation by the elements and secure same from other damage or loss. Contractor shall at all times conduct all operations under this Contract in a manner to avoid the risk of loss, theft, or damage by vandalism, sabotage or any other means to any equipment, materials, work or other property at the Jobsite. Contractor shall plan and conduct its operations so as not to enter into lands in their natural state unless pre-authorized by the Owner, damage, close, obstruct or otherwise interfere with any utility installation, ditch, highway, road, structure or other property, and if necessary to do so, receive the Owner's pre-permission prior to such obstruction or interference.

GC-20 Cleaning Up

Contractor shall, at all times, keep its work areas in a neat, clean and safe condition. Upon completion of any portion of the Work, Contractor shall promptly remove from the work area all its equipment, construction plant, temporary structures and surplus materials not to be used at or near the same location during later stages of the Work.

Upon completion of the Work and prior to final payment, Contractor shall at its expense satisfactorily dispose of all rubbish, remove all plant, buildings, equipment and materials belonging to Contractor and return to Owner's warehouse or Jobsite storage area all salvageable Owner supplied materials. Contractor shall leave the premises in a neat, clean and safe condition.

In event of Contractor's failure to comply with the foregoing requirements, Owner may accomplish same at Contractor's expense.

GC-21 Contractor's Plant, Equipment and Facilities

Contractor shall provide and use for the Work only such construction plant and equipment as are capable of producing the quality and quantity of work and materials required by this contract and within the time or times specified in the Contract Documents.

Before proceeding with the Work, Contractor shall furnish Owner's Representative and Owner with information and drawings relative to such equipment, plant and facilities as Owner's Representative or Owner may request. Upon written order of Owner or Owner's Representative, Contractor shall discontinue operation of unsatisfactory plant, equipment or facilities and shall either modify the unsatisfactory items or remove such items from the Jobsite.

GC-22 Use of Completed Portions of Work

Whenever, as determined by Owner, any portion of the Work performed by Contractor is suitable for use, Owner may, upon written notice, occupy and use such portion. Use shall not constitute acceptance, relieve Contractor of its responsibilities, or act as a waiver by Owner of any terms of this contract.

Contractor shall not be liable for normal wear and tear or for repair of damage caused by any misuse during such occupancy or use by Owner. If such use increases the cost or time of performance of remaining portions of the Work, Contractor shall, pursuant to the General Condition titled "Changes," be entitled to an equitable adjustment in its compensation or schedule under this contract.

If, as a result of Contractor's failure to comply with the provisions of this contract, such use proves to be unsatisfactory to Owner, Owner shall have the right to continue such use until such portion of the Work can, without injury to Owner, be taken out of service for correction of defects, errors, omissions or replacement of unsatisfactory materials or equipment as necessary for such portion of the Work to comply with the contract; provided that the period of such operation or use pending completion of appropriate remedial action shall not exceed twelve (12) months unless otherwise mutually agreed in writing between the parties.

Contractor shall not use any permanently installed equipment until such use is approved in writing by Owner. When such use is approved, Contractor shall, at Contractor's expense properly use and maintain and, upon completion of such use, recondition such equipment as required to meet specifications.

If Owner's Representative or Owner furnishes an operator for such permanently installed equipment, all services performed shall be under the complete direction and control of Contractor, and such operator shall be considered Contractor's employee for all purposes other than payment of such operator's wages, Worker's Compensation Insurance or other benefits.

GC-23 Inspection, Quality Surveillance, Rejection of Materials and Workmanship

All material and equipment furnished and work performed shall be properly inspected by Contractor at its expense, and shall at all times be subject to quality surveillance and quality audit by Owner's Representative, Owner or their authorized representatives who, upon reasonable notice, shall be afforded full and free access to the shops, factories or other places of business of Contractor and its suppliers and subcontractors of any tier for such quality surveillance or audit. Contractor shall provide safe and adequate facilities, drawings, documents and samples as requested, and shall provide assistance and cooperation including stoppage of work to perform such examination as may be necessary to determine compliance with the requirements of this contract. Any work covered prior to any quality surveillance or test by Owner's Representative or Owner shall be uncovered and replaced at the expense of contractor if such covering interferes with or obstructs such inspection or test. Failure of Owner's Representative or Owner to make such quality surveillance or to discover defective design, equipment, materials or workmanship shall not relieve Contractor of its obligations under this contract nor prejudice the rights of Owner thereafter to reject or require the correction of defective work in accordance with the provisions of this contract.

If any work is determined by Owner's Representative or Owner to be defective or not in conformance with this contract the provisions of the General Condition titled "Warranty" shall apply.

GC-24 Testing

Unless otherwise provided in the Contract, testing of soils, equipment, materials or work shall be performed by Contractor at its expense and in accordance with the Project Documents. Should tests in addition to those required by this Contract be desired by the Owner or its representative, Contractor will be given reasonable notice by the Owner or its representative for such testing and at the Owner's expense.

GC-25 Expediting

The equipment and materials furnished and work performed under this contract shall be subject to expediting by Owner's Representative and/or Owner or their representative who shall be afforded full and free access to the shops, factories, and other places of business of Contractor and its suppliers and subcontractors of any tier for expediting purposes. As required by Owner's Representative or Owner, Contractor shall provide detailed schedules and progress reports for use in expediting and shall cooperate with Owner's Representative and/or Owner in expediting activities.

GC-26 Excusable Delays

If Contractor's performance of this Contract is prevented or delayed by any unforeseeable cause, existing or future, which is beyond the reasonable control of the parties and without the fault or negligence of Contractor, Contractor shall, within twenty-four (24) hours of the commencement of any such delay, give the Owner or its representative written notice thereof and within seven (7) calendar days of commencement of the delay, a written description of the anticipated impact of the delay on performance of the Work. Delays attributable to within the control of Contractor's suppliers or subcontractors of any tier shall be deemed delays within the control of Contractor. Contractor expressly acknowledges and agrees that it shall receive no damages for delay and Contractor's sole remedy, if any, against Owner will be the right to seek an extension of time.

GC-27 Changes

Owner may at any time, without notice to the sureties if any, by written Change Order unilaterally make any change in the Work within the general scope of this Contract, including but not limited to changes in the method, manner

and sequence of Contractor work, in Owner furnished facilities, equipment, materials services or site(s) and directing acceleration or deceleration in performance of the Work and modifying the Contract Schedule or the Contract Milestones.

If the Owner and Contractor are unable to agree on a Change Order for the requested change, Contractor shall, nevertheless, promptly perform the change as directed by the Owner in a written Construction Change Directive. In that event, the Contract Price and Contract Time shall be adjusted in the Construction Change Directive as determined by the Owner. If Contractor disagrees with the Owner's adjustment determination, Contractor must make a claim strictly in accordance with the terms of this General Condition or else be deemed to have waived any claim it might otherwise have had on that matter.

In addition, in the event of an emergency which Owner determines endangers life or property, Owner may use oral orders to Contractor for any work required by reason of such emergency. Contractor shall commence and complete such emergency work as directed by the Owner or its representative and such orders will be confirmed by written Change Order.

If at any time Contractor believes that acts or omissions of Owner or its representative constitute a change to the Work not covered by a Change Order or requirements of the Project Documents, Contractor shall within seven (7) calendar days of discovery of such act or omission submit a written Change Order Request explaining in detail the basis for the request. The Owner will either issue a Change Order or deny the request in writing.

If Contractor intends to assert a claim for an equitable adjustment under this clause it must, within ten (10) calendar days after receipt of a Change Order or denial of same provide written notification of such intent and within a further twenty (20) calendar days, submit to Owner or its representative a written proposal setting forth the nature, schedule, impact and monetary extent of such claim in sufficient detail to permit thorough analysis and negotiations.

Change Order Requests from the Contractor shall be presented to the Owner in sufficient detail to allow for evaluation. Minimum information shall include Contractor, Sub-contractor and Sub-sub-contractor itemization of Labor, Materials and Equipment costs included in the Change Order. Labor shall include labor-hours and hourly rates. Hourly rates will be the direct hourly rate of the personnel performing the work plus an allowable labor burden. The labor burden shall either be an audited labor burden or 0.5%, if an audited rate is not available. Material and Equipment shall be included at their direct costs, which shall be supported by itemized invoices for billing. If equipment is rented thru a related company, the rental rate shall be no greater than the average rental rate for similar equipment in Bay County. Related company shall mean a company owned or controlled by any owner or officer of the Contractor and Subcontractor.

Subcontractor's and Sub-sub-contractor's allowable mark-up for overhead and profit on Labor, Material and Equipment in the Change Order shall be individually no greater than 10% and in aggregate no greater than 15%.

Contractor's allowable mark-up for overhead and profit on Labor, Material and Equipment in the Change Order shall be 10%.

Additional General Conditions shall not be included in a Change Order unless the Change Order changes effects the critical path and changes the Time of Completion. Any change order request affecting the critical path shall include a detailed schedule show the change effect on the critical path.

Any delay by Contractor in giving notice or presenting a proposal for adjustment under this clause shall be grounds for rejection and waiver of the claim and in no case shall a claim by Contractor be considered if asserted after final payment under this Contract.

Contractor shall proceed diligently with performance of the Work, pending final resolution of any request for relief, dispute, claim, appeal, or action arising under the Contract, and comply with any direction from the Owner or its representative.

GC-28 Disputes

Contractor shall not be entitled to claim and neither Owner nor its representative shall be liable to Contractor or its suppliers or subcontractors of any tier in tort (including negligence), or contract except as specifically provided in this Contract. Any claim arising out of or attributable to the interpretation or performance of this Contract which cannot be resolved by negotiation shall be considered a dispute within the meaning of this clause. If for any reason Owner and Contractor are unable to resolve a claim for an adjustment, Contractor shall notify Owner or its representative in writing that a dispute exists and request a final determination by Owner. Owner shall, within thirty (30) calendar days of its receipt of any written request by Contractor, provide a written final determination setting for the contractual basis for its decision and defining what contract adjustments it considers equitable. Upon Contractor's written acceptance of Owner's determination, the Contract will be modified and the determination implemented accordingly or, failing agreement, the dispute resolution procedures as set forth in the Special Conditions titled "Dispute Resolution" shall be complied with.

GC-29 Records and Audit

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

Contractor shall maintain records and accounts in connection with the performance of this Contract which will accurately document incurred costs, both direct and indirect, of whatever nature for a period of three (3) years from the Final Acceptance of the Work unless a longer period of time is otherwise specified by applicable law. Owner or its representative shall have the right to examine and copy, at all reasonable times and with advance notification, such records and accounts for the purpose of verifying payments or requests for payment when costs are the basis of such payment and to evaluate the reasonableness of proposed contract price adjustments and claims.

GC-30 Warranty

Contractor warrants to Owner that materials furnished under this contract shall be of clear title and of the most suitable grade of their respective kinds for their intended uses, unless otherwise specified and shall also conform to the requirements of this Contract. All workmanship shall be first class and performed in accordance with sound construction practices acceptable to Owner or its representative.

If at any time prior to Final Acceptance or after Final Acceptance in cases of latent defects, fraud or such gross mistakes as amount to fraud, Owner, Owner's Representative, or Contractor discover any defect in the equipment, materials, workmanship, or Contractor-provided design, immediate written notice shall be given to the other parties. Contractor shall within a reasonable time propose corrective actions to cure such defects.

Owner may at its sole discretion, or through Owner's Representative, direct Contractor in writing and Contractor agrees to:

1. Rework, repair, or remove and replace defective equipment and materials or re-perform defective workmanship to acceptable quality at a time and in a manner acceptable to Owner;
2. Cooperate with others assigned by Owner to correct such defects and pay to Owner all actual costs reasonably incurred by Owner in performing or in having performed corrective actions; or
3. Propose and negotiate in good faith an equitable reduction in the Contract price in lieu of corrective action.

The warranty described by this General Condition is in addition to any more specific warranty required by the Invitation to Bid, the Scope of Work, the Specifications, or provided by the Contractor as part of its bid or as a separate document.

GC-31 Backcharges

Owner may, in addition to any other amounts to be retained as defined in the Contract, retain from any sums otherwise owing to Contractor amounts sufficient to cover the full costs of any Contractor failure to comply with provisions of this Contract or Contractor acts or omissions in the performance of any part of this Contract, including but not limited to, violation of any applicable law, order, rule, or regulation, including those regarding safety, hazardous materials or environmental requirements; correction of defective or nonconforming work by repair, rework, replacement or other appropriate means when Contractor states, or by its actions indicates, that it is unable or unwilling to proceed with corrective action in a reasonable time; and/or the Owner is required to take action or perform work for Contractor, such as cleanup, off-loading or completion of incomplete work.

Owner may also backcharge against Contractor for work done or cost incurred to remedy these or any other Contractor defaults, errors, omissions or failures to perform or observe any part of this Contract. Owner may, but shall not be required to, give Contractor written notice before performing such actions or work or incurring such cost. Cost of backcharge work shall include labor costs including payroll additives, incurred net delivered material costs, incurred lower-tier supplier and subcontractor costs directly related to performing the corrective action, equipment and tool rentals at prevailing rates in the Jobsite area and a factor, determined by the Owner, but not greater than sixty percent (60%), shall be applied to the total of these items for Owner's overhead, supervision, administrative and other related costs.

Owner shall separately invoice or deduct and retain from payments otherwise due to Contractor the cost as provided herein. Owner's right to backcharge is in addition to any and all other rights and remedies provided in this Contract or by law. The performance of backcharge work by Owner shall not relieve Contractor of any of its responsibilities under this Contract including but not limited to express or implied warranties, specified standards for quality, contractual liabilities, indemnifications, and meeting the milestones of the Special Condition titled "Commencement, Progress and Completion of the Work."

GC-32 Indemnity

To the maximum extent permitted by Florida law, Contractor shall indemnify and hold harmless Owner and its officers and employees and its representatives from any and all liabilities, claims, damages, penalties, demands, judgments, actions, proceedings, losses or costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, whether resulting from (1) any claimed breach of this Contract by Contractor or (2) from personal injury, property damage, direct or consequential damages, or economic loss, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor or anyone employed or utilized by the Contractor in the performance of this Contract.

GC-33 Consequential Damages

Except as expressly provided below in the second paragraph of this Section GC-33, Contractor and Owner shall waive all claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes damages incurred by Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with the requirements herein.

Notwithstanding anything in this Section GC-33 or any other term of the Project Documents to the contrary, it is acknowledged and agreed by Contractor that expressly excluded from the above referenced waiver of consequential damages provisions are any consequential damages arising out of or relating to this Contract suffered by Owner for which Contractor otherwise would be liable as provided in the following three (3) sentences. Consequential damages are not waived by Owner to the extent such consequential damages would be covered and paid for by any applicable insurance. Further, with respect to such consequential damages incurred by Owner that are not paid by any applicable insurance, Owner does not waive and Contractor shall be liable to Owner for such consequential damages up to the total cumulative amount of those reasonable amounts expected by Contractor as

profit. Further still, with respect to any consequential damages incurred by Owner that are due to the gross negligence or intentional wrongful acts or omissions of Contractor or anyone for whom Contractor is responsible, Owner does not waive and Contractor shall be liable to Owner for all such consequential damages. Nothing herein shall be construed as a cap or limitation on any liquidated damages Contractor may owe Owner pursuant to the terms of the Project Documents.

GC-34 Assignments and Subcontracts

Any assignment of this Contract or rights hereunder, in whole or part, without the prior written consent of Owner shall be void, except that upon ten (10) calendar days written notice to Owner or its representative, Contractor may assign monies due or to become due under this Contract, provided that any assignment of monies shall be subject to proper set-offs in favor of Owner and any deductions provided for in this Contract. Purchase orders and subcontracts of any tier must include provisions to secure all rights and remedies of Owner provided under this Contract and must impose upon the lower-tier supplier and subcontractor all of the duties and obligations required to fulfill this Contract. No assignment or subcontract shall relieve Contractor or its sureties of the responsibilities under this Contract.

GC-35 Suspension

Owner or its representative may by written notice to Contractor suspend at any time the performance of all or any portion of the Work to be performed under the Contract. After receipt of such notice, Contractor shall immediately discontinue work on the date and to the extent specified in the notice, place no further orders or subcontracts for material, services, or facilities with respect to the suspended work other than to the extent required in the notice, continue to protect and maintain the Work including those portions on which work has been suspended, and take any other reasonable steps to minimize cost associated with such suspension.

Upon receipt of notice to resume suspended work, Contractor shall immediately resume performance under this Contract to the extent required in the notice.

GC-36 Termination for Default

Notwithstanding any other provisions of this contract, Contractor shall be considered in default of its contractual obligations under this Contract if it performs work which fails to conform to the requirements of this Contract; fails to make progress so as to endanger performance of this contract within the required time periods; abandons or refuses to proceed with any of the Work, including modifications or changes directed pursuant to the General Conditions titled "Changes;" fails to fulfill or comply with any of the terms of this Contract; engages in behavior that is dishonest, fraudulent or constitutes a conflict of interest with Contractor's obligations under this Contract; or Contractor becomes insolvent or makes a general assignment for the benefit of creditors or reasonable grounds for insecurity arise with respect to Contractor's performance.

Upon the occurrence of any of the foregoing, Owner shall notify Contractor in writing of the nature of the failure and of Owner's intention to terminate the Contract for default. If Contractor does not cure such failure within seven (7) calendar days from receipt of notification, or sooner if safety is involved, or fails to provide satisfactory evidence that such default will be corrected within a reasonable time, Owner may, by written notice to Contractor, and without notice to Contractor's sureties, if any, terminate in whole or in part Contractor's right to proceed with the Work and Owner may prosecute the Work to completion by contract or by any other method deemed expedient. Owner may take possession of and utilize any data, designs, licenses, equipment, materials, plant, tools, and property to any kind furnished by Contractor and necessary to complete the Work.

Contractor and its sureties, if any, shall be liable for all costs in excess of the Contract price for such terminated work incurred by Owner in the completion of the Work, including cost of administration of any purchase order or subcontract awarded to others for completion.

Upon termination for default, Contractor shall immediately discontinue work on the date and to the extent specified in the notice and place no further purchase orders or subcontracts to the extent that they relate to the performance of the terminated work; inventory, maintain and turn over to Owner all data, designs, licenses, equipment, materials, plant, tools, and property furnished by Contractor or provided by Owner for performance of the terminated work;

promptly obtain cancellation upon terms satisfactory to Owner of all purchase orders, subcontracts, rentals, or any other agreements existing for performance of the terminated work or assign those agreements as directed by Owner or its representative; cooperate with Owner or its representative in the transfer of data, designs, licenses, and information and disposition of work in progress so as to mitigate damages; comply with other reasonable requests from Owner or its representative regarding the terminated work; and continue to perform in accordance with all of the terms and conditions of this Contract such portion of the Work that is not terminated.

If, after termination pursuant to this clause, it is determined for any reason that Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the General Condition entitled Optional Termination.

GC-37 Optional Termination

Owner may, at its option, terminate for convenience any of the Work under this Contract in whole or, from time to time, in part, at any time by written notice to Contractor. Such notice shall specify the extent to which the performance of the Work is terminated and the effective date of such termination.

Upon receipt of such notice Contractor shall immediately discontinue the Work on the date and to the extent specified in the notice and place no further purchase orders or subcontracts for materials, services, or facilities, other than as may be required for completion of such portion of the Work that is not terminated; promptly obtain assignment or cancellation upon terms satisfactory to Owner of all purchase orders, subcontracts, rentals, or any other agreements existing for the performance of the terminated work or assign those agreements as directed by Owner or its representative; assist Owner or its representative in the maintenance, protection and disposition of work in progress, plant, tools, equipment, property and materials acquired by Contractor or furnished by Owner or its representative under this Contract; and complete performance of such portion of the Work which is not terminated.

Upon any such termination, Contractor shall waive any claims for damages including loss of anticipated profits; on account thereof, but as the sole right and remedy of Contractor, Owner shall pay in accordance with (1) the Contract price corresponding to the work performed in accordance with this Contract prior to such notice of termination; (2) all reasonable costs for work thereafter performed as specified in such notice; (3) reasonable administrative costs of settling and paying claims arising out of the termination of work under purchase orders or subcontracts; (4) reasonable increased costs incurred in demobilization and the disposition of residual material, plant, and equipment; and (5) reasonable overhead and profit on items 2 through 4.

Contractor shall submit with thirty (30) calendar days after receipt of notice of termination, a written statement setting forth its proposal for an adjustment to the Contract price to include only the incurred costs described in this clause. Owner and its representative shall review, analyze, and verify such proposal, and negotiate an equitable adjustment, and the Contract shall be modified accordingly.

GC-38 Final Inspection and Acceptance

When Contractor considers the Work, or any Owner identified independent portion of the Work under this Contract to be complete and ready for acceptance, Contractor shall notify Owner or its representative in writing. Owner and its representative, with Contractor's cooperation, will conduct such reviews, inspections and tests as may be reasonably required to satisfy the Owner and its representative that the Work, or identified portion of the Work, conforms to all requirements of the Contract. If all or any part of the Work covered by Contractor's notice does not conform to contract requirements, Owner or its representative shall notify Contractor of such nonconformance and Contractor shall take corrective action and then have the nonconforming work re-inspected until all contract requirements are satisfied.

Owner's written Certification of Final Acceptance of the Work under this Contract shall be final and conclusive except with regard to latent defects, fraud or such gross mistake as amount to fraud, or with regard to Owner's rights under the General Conditions titled "Warranty".

GC-39 Non-Waiver

Failure by Owner to insist upon strict performance of any terms or conditions of this contract, or failure or delay to exercise any rights or remedies herein or by law, or failure to properly notify Contractor in the event of breach, or the acceptance of or payment for any goods or services, hereunder, or the review or failure to review designs shall not release Contractor from any of the warranties or obligations of this Contract and shall not be deemed a waiver of any right of Owner to insist upon strict performance hereof or any of its rights or remedies as to any prior or subsequent default hereunder nor shall any termination of work under this contract by Owner operate as a waiver of any of the terms hereof.

GC-40 Government Restricted Parties and Commodities

Contractor acknowledges that all applicable export rules and regulations of the origin countries shall apply to the exports of commodities, software and technology (technical data and assistance) under this contract. Contractor also acknowledges that other rules and regulations may restrict the use of certain parties under this contract. Such rules and regulations are generally described below.

1. Restricted Parties Lists

Country governments and international organizations such as the United Nations and European Union publish Restricted Parties List ("Lists") that identify parties (such as known or suspected terrorists, money launderers and drug traffickers) restricted from certain or all types of transactions. Contractor shall review all applicable Lists prior to initiating transactions with any third party for the performance of all or any portion of the Work to ensure such third party is not identified on any applicable Lists. Contractor shall not enter into any transactions with any third party identified on any applicable Lists.

2. Licensing Requirements

(a) **General:** Each country has export regulations that control commodities, software and technology for various reasons, such as national security, foreign policy, anti-terrorism, and to avoid the proliferation of weapons and potential weapons, e.g. certain nuclear, chemical or biological agents. Numerous countries have export regulations that specifically address dual-use items, meaning commercial items with the potential to be applied to military and/or weapon proliferation uses. Contractor shall ensure that all necessary export licenses are obtained, or license exceptions confirmed, prior to the export of any commodity, software, or technology.

(b) **United States of America (USA) Export Licensing Requirements:** Contractor is solely responsible for obtaining any required USA export licenses for all commodities, software, and technology being supplied in the performance of the Work, except for any commodity, software or technology supplied by Owner. A copy of the export license, or rationale as to why a license is not required, shall be provided to Owner's Representative or Owner upon request.

Contractor shall be responsible for any delay resulting from Contractor's failure to comply fully and timely with any such rule or regulation described above.

Contractor hereby agrees to indemnify, defend and hold Owner's Representative, Owner, each of their respective affiliates and the respective directors, officers, employees and representatives of each harmless from and against any and all claims, legal or regulatory actions, final judgments, reasonable attorneys' fees, civil fines and any other losses which any of them may incur as a result of Contractor's failure to comply with its obligations under this clause.

GC-41 Equal Employment Opportunity

Contractor is aware of and is fully informed of Contractor's obligation under Executive Order 11246 and, where applicable, shall comply with the requirements of such Order and all orders, rules, and regulations promulgated thereunder unless exempted therefrom.

Without limitation of the foregoing, Contractor's attention is directed to 41 Code of Federal Regulations (CFR), Section 60-1.4, and the clause titled "Equal Opportunity Clause" which, by this reference, is incorporated herein.

Contractor is aware of and is fully informed of Contractor's responsibilities under Executive Order No. 11701 "List of Job Openings for Veterans" and, where applicable, shall comply with the requirements of such Order and all orders, rules and regulations promulgated thereunder unless exempted therefrom.

Without limitation of the foregoing, Contractor's attention is directed to 41 CFR section 60-250 et seq. and the clause therein titled "Affirmative Action Obligations of Contractors and Subcontractors for Disabled Veterans and Veterans of the Vietnam Era," which by this reference, is incorporated herein.

Contractor certifies that segregated facilities, including but not limited to washrooms, work areas and locker rooms, are not and will not be maintained or provided for Contractor's employees. Where applicable, Contractor shall obtain a similar certification from any of its subcontractors, vendors, or suppliers performing the Work under this contract.

Contractor is aware of and is fully informed of Contractor's responsibilities under the Rehabilitation Act of 1973 and the Americans with Disabilities Act and, where applicable, shall comply with the provisions of each Act and the regulations promulgated thereunder unless exempted therefrom.

Without limitation of the foregoing, Contractor's attention is directed to 41 CFR Section 60-741 and the clause therein titled "Affirmative Action Obligations of Contractors and Subcontractors for Handicapped Workers," which by this reference, is incorporated herein.

GC-42 Disadvantaged Business Enterprises Program

Contractor shall support Owner's policy and commitment to maximizing, where practical, business opportunities for Disadvantaged Business Enterprises (as identified in the Special Conditions item SC-21) by actively identifying, encouraging and assisting in their participation and otherwise making a good faith effort to achieve the DBA goals established for this project.

GC-43 Authority of Owner's Representative

The Owner's Representative shall decide any and all questions which may arise as to the quality and acceptability of materials furnished, work performed, and as to the manner of performance and rate of progress of the Work. The Owner's Representative also shall decide all questions that may arise as to the interpretation of the specifications or plans relating to the Work. The Owner's Representative shall determine the amount and quality of the several kinds of Work performed and materials furnished which are to be paid for under the contract.

GC-44 Conformity with Plans and Specifications

All Work and all materials furnished shall be in conformity with the dimensions, quality, quantity, material, and testing requirements that are specified (including specified tolerances) in the Contract Documents.

If the Owner's Representative finds the materials furnished, Work performed, match or the finished product not within conformity with the Contract Documents but that the portion of the Work affected will, in its opinion, result in a finished project having a level of safety, economy, durability, and workmanship acceptable to the Owner, it will advise the Owner of its recommendation that the affected Work be accepted and remain in place. In this event, the Owner's Representative will document its determination and recommend to the Owner a basis of acceptance that will provide for an adjustment in the contract price for the affected portion of the Work. The Owner's Representative determination and recommended contract price adjustments will be based on the Owner's Representative's reasonable judgment and such test or retests of the affected Work as are, in its opinion, needed. Owner may accept or reject the Owner's Representative's recommendation (including any price adjustment recommendation) in its sole discretion. Changes in the contract price shall be covered by Change Order or supplemental agreement, as applicable.

If the Owner's Representative finds the materials furnished, Work performed, or the finished product are not in conformity with the Contract Documents and which Owner has not decided to accept with a price adjustment as provided above, the affected Work or materials shall be removed and replaced or otherwise corrected by and at the expense of Contractor in accordance with the Owner's Representative's written orders.

For the purpose of this subsection, nothing herein shall be construed as waiving Contractor's responsibility to complete the Work in accordance with the Invitation to Bid or Bid Specifications.

Neither Owner's Representative nor Owner will be responsible for the Contractor's means, methods, techniques, sequences, or procedures of construction or the safety precautions incident thereto.

GC-45 Authority and Duties of Inspectors

Inspectors employed by the Owner or Owner's Representative shall be authorized to inspect all Work done and all materials furnished. Such inspection may extend to all or any part of the Work and to the preparation, fabrication, or manufacture of the materials used. Inspectors are not authorized to revoke, alter, or waive any provision of the contract. Inspectors are not authorized to issue instructions contrary to the plans and specifications or to act as foreman for the Contractor.

Inspectors employed by the Owner or Owner's Representative are authorized to notify the Contractor or its representatives of any failure of the Work or materials to conform to the requirements of the contract, plans, or specifications and to reject such nonconforming materials in question until such issues can be referred to the Owner's Representative for its initial decision.

GC-46 Source of Supply and Quality Requirements

The materials used in the Work shall conform to the requirements of the Contract Documents. 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, Contractor shall furnish complete statements to the Owner's Representative as to the origin, composition, and manufacture of all materials to be used in the Work. Such statements shall be furnished promptly after execution of the contract but, in all cases, prior to delivery of such materials.

At the Owner's Representative's option, materials may be approved at the source of supply before delivery is stated. 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.

GC-47 Samples, Tests, and Cited Specifications

Except for those tests to be performed by Contractor pursuant to the Contract Documents, all materials used in the Work may be inspected, tested, and approved or denied by the Owner's Representative at any time before incorporation in the Work, its decision. Any Work in which untested materials are used at the Contractor's risk. Any untested materials used in the Work and are found to not comply with requirements of the Contract Documents, such materials shall be removed and replaced with materials tested and approved by the Owner's Representative at the Contractor's expense. Materials found to be unacceptable will not be paid for.

Unless otherwise designated in the Contract Documents, tests in accordance with the cited standard methods of ASTM, AASHTO, Federal Specifications, Commercial Item Descriptions, and all other cited methods, which are current on the date of advertisement of the bids, will be made by the Owner's Representative or Owner at the Owner's expense. The testing organizations performing on site field tests shall have copies of all referenced standards on the construction site for use by all technicians and other personnel including the Contractor's representative at its request. Unless otherwise designated, samples will be taken by a qualified representative of the Owner's Representative. All materials being used are subject to inspection, test, or rejection at any time prior to or after incorporation into the Work. Copies of all tests will be furnished to the Contractor's representative at its request.

The Contractor shall employ a testing organization to perform all Contractor required tests. The Contractor shall submit to the Owner's Representative resumes on all testing organizations and individual persons who will be performing the tests. The Owner's Representative shall have the right, following review of such credentials, to reject any organization or individual persons performing the tests at its decision and require the Contractor to find alternative organizations or individuals acceptable to the Owner's Representative. All the test data shall be reported to the Owner's Representative after the results are known. Legible, printed reports of all test data shall be given to the Owner's Representative within five (5) business days of such tests. After completion of the Work, and prior to final payment, Contractor shall submit a final report to the Owner's Representative showing all test data reports, plus an analysis of all results showing ranges, averages, and corrective action taken on all failing tests.

GC-48 Certification of Compliance

The Owner's Representative may permit the use, prior to sampling and testing, of certain materials or assemblies when accompanied by manufacturer's certificates of compliance 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.

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 Owner's Representative.

When a material or assembly is specified by "brand name or equal" and the Contractor elects to furnish the specified "brand name," 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 certificates 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 Work.

Should the Contractor propose to furnish an "or equal" material or assembly, it shall furnish the manufacturer's certificates of compliance as hereinbefore described for the specified brand name material or assembly prior to and be approved by the Owner's Representative prior to its order and delivery to the Work. Any material or assembly furnished "or equal" not prior approved shall be removed from the Work at the Contractor's cost and shall not be paid for.

GC-49 Payment for Materials On-Hand

Partial payments may be made to the extent of the delivered cost of materials to be incorporated in the Work, provided that such materials meet the requirements of the Contract Documents and are delivered to acceptable sites on the airport property or at other sites in the vicinity that are acceptable to the Owner. Such delivered costs of stored or stockpiled materials may be included in the next partial payment after the following conditions are met:

- a. The material has been stored or stockpiled in a manner acceptable to the Owner's Representative or Owner at or on an Owner approved site,
- b. The Contractor has furnished the Owner's Representative with acceptable evidence of the quantity and quality of such stored or stockpiled materials,
- c. The Contractor has furnished the Owner's Representative with satisfactory evidence that the material and transportation costs have been paid,
- d. The Contractor has furnished the Owner legal title (free of liens or encumbrances of any kind) to the material so stored or stockpiled,
- e. The Contractor has furnished the Owner evidence that the material so stored or stockpiled is insured against loss by damage to or disappearance of such materials at any time prior to use in the Work,

It is understood and agreed that the transfer of title and the Owner's payment for such stored or stockpiled materials shall in no way relieve the Contractor of its responsibility for furnishing and placing such materials in accordance with the requirements of the Contract Documents.

In no case will the amount of partial payments for materials on hand exceed the allocated portion of the contract price for such materials or the contract price for the contract item in which the material is intended to be used, less any applicable retained portions. The Contractor shall bear all costs associated with the partial payment of stored or stockpiled materials in accordance with the provisions of this subsection.

GC-50 Bid Security

Guarantee will be required with each bid as a certified check on a solvent bank or a bid bond in the amount of five (5) percent of the total amount of the bid, made payable to the Panama City–Bay County Airport and Industrial District.

GC-51 Bonding Requirements

The successful bidder will be required to furnish separate performance and payment bonds each in an amount equal to 100% of the contract price.

GC-52 Performance and Payment Securities

The successful Bidder shall deliver to the Owner or the Owner's Authorized Representative no later than ten (10) calendar days after contract award and prior to commencing the Work or entering the Project Site, a Performance and Payment Bond in the form supplied in the bid and project documents and executed, as surety, by a corporation acceptable to the Owner and authorized to issue such bonds in the jurisdiction of Bay County, Florida. Such Performance Bond and Payment Bond shall each be for one hundred percent (100%) of the total as set forth in Bidder's proposal. The cost of such Performance Bond and Payment Bond shall be included in the Guaranteed Maximum Price submitted in the Bidder's Proposal

END OF GENERAL CONDITION



NORTHWEST FLORIDA BEACHES INTERNATIONAL AIRPORT

NORTHWEST FLORIDA BEACHES INTERNATIONAL AIRPORT

SPECIAL CONDITIONS

SC-1 Definitions

Whenever the following terms are used, the intent and meaning shall be interpreted as follows:

AIR OPERATIONS AREA (AOA) means any area of the airport used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft including paved and unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiways and/or aprons.

AIRPORT TICKET OFFICE (ATO) means any area of the airport terminal used or intended to be used for the ticketing and baggage check for passengers. This area includes staff work and break areas.

CALENDAR DAY means every day shown on the calendar.

CHANGE ORDER means a written order to the Contactor signed by Owner and its representative covering changes in the plans, specifications, or proposed quantities and establishing a basis of payment and contract time adjustment, if any, for the work affected by such changes.

CONTRACT DOCUMENTS mean all the written and drawn documents comprising the Contract for the Project.

CONTACT SCHEDULE means the Work execution schedule developed by Contactor and approved by Owner for implementation of the Work.

CONTRACTOR means the individual, partnership, Limited Liability Company or corporation, its authorized representatives, successors, and permitted assigns as identified in the Contract.

FAA means the Federal Aviation Administration of the U.S. Dept. of Transportation.

INSPECTOR means authorized representative of Owner assigned to make all necessary inspections and/or tests of the work performed or being performed, or the materials furnished or being furnished by Contractor.

JOBSITE means the designated site for the Project where the Work will be performed by the Contractor.

NOTICE TO PROCEED (NTP) means a written notice to Contractor to begin the actual work for the designated portion thereof by a specified date and date on which the Contract begins.

OWNER means Panama City–Bay County Airport and Industrial District dba Northwest Florida Beaches International Airport.

OWNER’S REPRESENTATIVE means the designated agent of the Owner to administer this Contract for the Owner, which shall be the Owner, unless a change is provided by written notice from Owner to Contractor.

PROJECT means the scope of work (Work) under this **Invitation to Bid Contract for Passenger Boarding Bridges (PBB)** at Northwest Florida Beaches International Airport (ECP), Panama City Beach, Florida.

SPECIFICATIONS mean a part of the Invitation to Bid containing the written directions and requirements for completing the Contract Work.

WORK means all the stated or implied activities to be performed by Contractor as required by the Project Documents.

SC-2 Insurance

The Contractor shall procure and maintain the following described insurance, except for coverage(s) specifically waived by Owner, on policies and with insurers acceptable to Owner. These insurance requirements shall not limit the liability of Contractor.

The insurance coverage(s) and limits required of Contractor under this Invitation to Bid are designed to meet the minimum requirements of Owner and the Owner does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities. Contractor alone shall be responsible to the sufficiency of its own insurance program.

The Contractor and the Contractor's subcontractors and sub-subcontractors shall be solely responsible for all of their property, including but not limited to any materials, temporary facilities, equipment and vehicles, and for obtaining adequate and appropriate insurance covering any damage or loss to such property. The Contractor and the Contractor's subcontractors and sub-subcontractors shall expressly waive any claim against the Owner arising out of or relating to any damage or loss of such property, even if such damage or loss is due to the fault or neglect of the Owner or anyone for whom the Owner is responsible. The Contractor is obligated to include, or cause to be included, provisions similar to this paragraph in all of the Contractor's subcontracts and its subcontractor's contracts with their sub-subcontractors.

The Contractor's deductibles/self-insurance retention's must be disclosed to Owner and are subject to Owner's approval. The Contractor is responsible of the amount of any deductible or self-insured retention. Any deductible or retention applicable to any claim or loss shall be the responsibility of Contractor and shall not be greater than \$25,000, unless otherwise agreed to, in writing, by Owner.

Insurance required of the Contractor or any other insurance of the Contractor shall be considered primary, and insurance of Owner shall be considered excess, as may be applicable to claims or losses which arise out of or relate to the Work or this Project.

A. Workers' Compensation and Employers' Liability Insurance Coverage: The Contractor shall purchase and maintain workers' compensation and employers' liability insurance for all employees engaged in the Work, in accordance with the laws of the State of Florida. Limits of coverage shall not be less than:

\$500,000 Limit Each Accident

\$500,000 Limit Disease Aggregate

\$250,000 Limit Disease Each Employee

B. Commercial General Liability Coverage: Contractor shall purchase and maintain commercial general liability insurance on a full occurrence form. Coverage shall include, but not be limited to, Premises and Operations, Personal Injury, Contractual for this Contract, Independent Contractors, Broad Form Property Damage, Products and Completed Operation Liability Coverage(s) and shall not exclude coverage for the "X" (Explosion), "C" (Collapse) and "U" (Underground) Property Damage Liability exposures. Limits of coverage shall not be less than:

\$1,000,000 Combined Single Limit Each Occurrence

\$2,000,000 Aggregate Limit

Contractor shall add Owner as an additional insured through the use of Insurance Service Office Endorsements No. CG 20.20.22.85 wording or equivalent, or broader, an executed copy of which shall be attached to or incorporated by reference on the Certificate of Insurance to be provided by Contractor pursuant to the requirements of the Project Documents.

C. Business Automobile Liability Coverage: The Contractor shall purchase and maintain Business Automobile Liability Insurance as to ownership, maintenance, use, loading and unloading of all of Contractor's owned, non-owned, leased, rented or hired vehicles with limits not less than:

\$1,000,000 Combined Single Limit Each Accident

D. Excess or Umbrella Liability Coverage: Contractor shall purchase and maintain Excess Umbrella Liability Insurance or Excess Liability Insurance on a full occurrence form providing the same continuous coverage(s) as required for the underlying Commercial General, Business Automobile and Employers' Liability Coverage(s) with no gaps in continuity of coverage(s) or limits with Owner added by endorsement to the policy as an additional insured in the same manner as is required under the primary policies, and shall not be less than:

\$4,000,000 Each Occurrence/Accident

SC-3 Owner Furnished Drawings and Specifications

Owner's Representative will furnish specifications and/or design drawings of the Project for each part of the Work under this contract. Such drawings and specifications will give the information required for the preparation of shop detail drawings by Contractor.

Contractor shall, upon receipt thereof, check promptly all specifications and/or drawings furnished and shall notify Owner's Representative and Owner of any omissions or discrepancies in such specifications or drawings found.

All specifications and/or drawings for the Work are identified as the Passenger Boarding Bridges (PBB). Should any addenda be issued or other modifications to the specifications and/or drawings occur prior to NTP of the contract, Owner's Representative will prepare a consolidated and conformed set of specifications and/or drawings marked "Issued for Bid" and issued by Owner's Representative. Contractor shall perform the Work in accordance with the "Issued for Bid" specifications and/or drawings. Contractor shall immediately review the "Issued for Construction" specifications and/or drawings and promptly notify the Owner's Representative and Owner in writing if Contractor believes anything in the "Issued for Bid" specifications and/or drawings represents a material change from what was reflected in the bid documents, addenda, and changes/modifications thereafter accepted by the Contractor with the Contract and prior to the NTP and identify any effects on cost and schedule.

SC-4 Owner Furnished Utilities, Facilities, Materials and Equipment

Owner will not furnish to Contractor any utilities, facilities, materials and/or equipment. Owner shall designate in the Project Documents or in written form to Contractor's request for such designation the location where Contractor facilities for storage may be temporarily placed.

SC-5 Permits

Any required permits shall be provided by Contractor. Except as otherwise specified, Contractor shall procure and pay for all permits, licenses, certifications and other applicable governing authority requirements and inspections, other than inspection performed by the Owner or its representative and shall furnish any documentation, bonds, security, or deposits required to permit performance of the Work. Owner shall submit drawings and specifications to Bay County Builder Services to initiate review and expedite review process. Contractor, upon award, shall immediately follow up, submit, secure, procure and pay for required permits.

SC-6 Contractor Furnished Drawings, Data and Samples

Owner's Representative and Owner's permission to proceed with the Work does not constitute acceptance or approval of submittals including, but not limited to, design details, calculations, analyses, test methods, construction methods, certificates or materials developed or selected by Contractor and does not relieve Contractor from full compliance with the Contract Documents. Drawings required of the Contractor if not specifically identified in the specifications shall include drawings for fabrication of Contractor furnished equipment or materials, installation of Contractor furnished equipment or materials, planning and performance of the Work under this contract, material samples, material certificates and other appropriate data.

DRAWINGS: All drawings required to be submitted by Contractor shall be certified by Contractor to be correct, shall show the contract number and shall be furnished in accordance with the contract drawings and data requirements and forms. The Owner's Representative or its representative shall review Contractor's drawings and a reproducible drawing marked with one of the following codes will be returned to Contractor:

- a. Reviewed, No Comments,
- b. Reviewed, Comments as Noted (Work May Proceed),
- c. Rejected, Revise and Resubmit,
- d. No Review Required.

All drawings submitted by Contractor shall be submitted to the Owner's Representative for review at least thirty (30) calendar days before fabrication, installation, or performance is commenced and at Contractor's expense.

SAMPLES: All samples required to be submitted by Contractor shall be certified by Contractor to be representative of materials to be incorporated in the Work, shall show the contract number and shall be furnished in accordance with the contract drawings and data requirements and forms. All samples submitted by Contractor shall be submitted to the Owner's Representative for review at least fifteen (15) calendar days before materials are incorporated into the Work and at Contractor's expense. The Owner's Representative or its representative shall review the sample and return the Contractor's submittal form marked as noted for drawings.

CERTIFICATES AND DATA: Where certificates are required, one (1) copy of each certificate and one (1) computer file of same shall be submitted by and at the expense of Contractor. Such submittal shall be made not less than thirty (30) calendar days prior to the time that the materials represented by such certificates are needed for incorporation into the Work. Certificates shall be subject to review and material represented by such certificates shall not be fabricated, delivered to the Jobsite or incorporated into the Work without such review.

Certificates shall clearly identify the material being certified and shall include, but not be limited to, providing the following information: Contractor's name, project name, contract number, name of item, manufacturer's name, and reference to the appropriate drawing, technical specification section and paragraph number, all as applicable.

AS-BUILT DRAWINGS AND SPECIFICATIONS: During construction, Contractor shall keep a current marked-up controlled set of as-built drawings on the Jobsite as an accurate record of all deviations between work as shown on the drawings and work as installed. These drawings shall be available to the Owner's Representative, Owner or their representatives for inspection at any time during regular business hours. Contractor shall at its expense and no later than thirty (30) calendar days after final acceptance and before final payment furnish to the Owner's Representative a complete set of signed marked-up as-built reproducible (bond paper) drawings with "As-Built" clearly printed on each sheet and a PDF electronic copy of same. Contractor will keep a current marked-up controlled set of as-built specifications on the Jobsite annotated to clearly indicate all substitutions that are incorporated into the Work. Where the selection of more than one product is specified, annotation shall show which product was installed.

SC-7 Commencement, Progress, Completion of the Work and Project Schedule

Contractor shall complete the Work under this Invitation to Bid within ten (10) months of Notice to Proceed unless otherwise negotiated, and approved, by the Owner.

Contractor will provide, in a form acceptable to Owner and/or its representative, a project schedule in sufficient detail to clearly outline the Work to be performed under this Contract and milestone dates for major work events such as the start and completion of major components of the Project, as one of the prerequisites to issuance of the Notice to Proceed after the execution of the Contract. The Owner's Representative shall review the Project Schedule and shall accept, accept with comment, or reject with comment. Contractor shall revise the schedule as required by the Owner's Representative and resubmit until accepted.

Contractor shall periodically update the Project Schedule as required and no less than weekly to support the pay-application to promptly reflect the progress of the Work. Should any of the work not be performed as indicated and be later than originally planned to perform, a recovery plan shall be presented to the Owner or its representative for approval.

SC-8 Temporary Access and Haul Roads

Access to Secured Areas will be granted in accordance with the Owner's TSA-approved Airport Security Program. Haul roads and routes will be identified during a scheduled pre-construction meeting with the Contractor.

SC-9 Safety, Health and Security Requirements

Contractor will comply with all applicable federal, state and local laws, ordinances, statutes, rules, regulations, orders or decrees, including the Airport Safety Program and other rules and regulations adopted by Owner, in effect at the time the Work under this Contract is performed shall apply to Contractor and its employees, representative, its subcontractors, sub-subcontractors, material suppliers and others under Contractor's Contract for the Work.

SC-10 Applicable Law

This contract shall be governed by and construed in accordance with the laws of State of Florida excluding its conflict of law rules which may apply the laws of any other jurisdiction, and each party hereto agrees not to assert as a defense in any proceeding that it is not subject to the laws of State of Florida.

SC-11 Invoicing and Payment

Contractor shall prepare and submit invoices monthly or at some other pre-approved interval with estimates submitted for review by Owner and its representative at least ten (10) calendar days prior to formal submittal period for review and field inspection to verify estimated payment amounts requested. Following review and Owner's and its representative's approvals, Contractor will submit invoice (form as specified in the Project Documents) for payment. Owner shall pay Contractor undisputed amounts submitted and approved, in accordance with the terms of the Project Documents, pursuant to Florida Statutes §218.735.

Contractor shall certify in each invoice that no known outstanding mechanic's or material-men liens and all due and payable bills have been paid or are included in the application for payment.

Each invoice shall be accompanied by a submission of information regarding Disadvantaged Business Enterprise (DBE) goals and accomplishments during the period covered by the payment application in a format acceptable to OWNER. CONTRACTOR'S payment application shall include the amounts authorized for payment to each DBE firm and its certification number. Failure to submit DBE-related information with the request for payment will result in the payment application being returned to the CONTRACTOR for correction.

Owner shall retain five percent (5%) of that portion of the gross amount of each payment request submitted to Owner for payment, until fifty percent (50%) completion of the Work. Owner reserves the right, at its sole discretion, to further release any portion of such retainage prior to final payment and prior to such release, require

Contractor to submit for itself, its subcontractors of all tiers, and all material suppliers, vendors, laborers and other parties acting through or under it, complete waivers and releases of all claims against Owner or its representative arising under or by virtue of this Contract to the extent of payments made and Contractor, upon request by Owner or its representative, shall in addition furnish acceptable evidence that all such claims have been satisfied.

Any amounts otherwise payable under this Contract may be withheld, in whole or in part, to the extent reasonably necessary to protect Owner's interest, if any claims are filed against Owner for which Contractor is or may become liable, Contractor is in material default of any Contract condition including, but not limited to, the schedule, quality assurance and health and safety requirements, Contractor has not submitted a Project Schedule or required updates or proper insurance certificates and continuous coverage(s) as required by the Project Documents and proof thereof of any required Performance and Payment Bonds, any adjustments that are due from previous overpayment or audit results, or offsets in favor of Owner in other transactions are asserted. Owner will pay such withheld payments if Contractor pays, satisfies, or discharges any claim of Owner against Contractor under or by virtue of this Contract or cures all defaults in the performance of this Contract.

Contractor agrees to pay each of its subcontractors under this contract for satisfactory performance of its subcontract pursuant to Florida Statutes §218.735, Florida's Prompt Payment Act.

Owner shall make final payment to Contractor in accordance with Florida Statutes §218.735, following Final Acceptance of the Work and after submittal of such final invoice, provided that Contractor shall have furnished Owner or its representative for itself, its subcontractors of all tiers, and all material suppliers, vendors, laborers and other parties acting through or under it, waivers and releases of all claims against Owner arising under or by virtue of this Contract, except such claims, if any, as may with the consent of Owner be specifically excepted by Contractor from the operation of the release in stated amounts to be set forth therein.

SC-12 Owner's Representative

Owner has designated a Representative to act for and on behalf of Owner for carrying out certain contract activities as expressly designated herein and may, by contract change order, modify its representative authority, replace the representative, or dispense with the representative's services without relieving Contractor of any of its obligations under this Contract. Contractor acknowledges and agrees that the Owner's Representative has no authority to authorize or approve changes to the Contract.

Owner, after consultation with the Owner's Representative, shall decide any and all questions which may arise as to the quality and acceptability of materials furnished, work performed, and as to the matter of performance and rate of progress of the Work. Owner, after consultation with the Owner's Representative shall decide all questions which may arise as to the interpretation of the specifications and drawings relating to the Work, the fulfillment of the contract on the part of Contractor, and the rights of different contractors on the Project. Owner, after consultation with the Owner's Representative shall determine the amount and quality of the several kinds of work performed and materials furnished which are to be paid for under this contract.

SC-13 Nondisclosure

Contractor agrees not to divulge to third parties, without the written consent of Owner, any information obtained from or through Owner or its representative in connection with the performance of this Contract unless the information is (1) known to Contractor prior to obtaining the same from Owner or its representative, (2) disclosed to Contractor in the public domain, or (3) obtained by Contractor from a third party who did not receive same, directly or indirectly from Owner or its representative and who has no obligation of secrecy with respect thereto.

SC-14 Dispute Resolution

In the event of a dispute between the parties arising out of or relating to their responsibilities under this Contract, the party claiming the dispute shall provide the other party promptly written notice of such dispute, as required by the terms of the Contract. The parties hereby agree that they shall first negotiate dispute to resolve the dispute in good faith in an attempt to prevent the need for mediation or litigation. Accordingly, within seven (7) calendar days of receipt of the initial written dispute notice, the parties shall commence discussions between the on-site

project managers. In the event the parties are unable to reach a resolution of the dispute within seven (7) calendar days after such commencement of the discussions between the on-site managers, the parties shall commence discussions between Contractor's President and the Owner's Executive Director. In the event that such parties are unable to reach a resolution of the dispute within fourteen (14) calendar days after such commencement of the discussions between the President and Executive Director, the parties shall submit the dispute to non-binding mediation before a mutually agreed mediator who shall conduct such mediation proceedings. All costs of mediation shall be shared equally by the parties, except that each party shall be responsible for its own attorney's fees.

If the parties are unable to resolve the dispute through mediation and litigation proves necessary, either party may initiate such litigation. In the event of any such litigation, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs through all trial and appellate levels of such litigation. Any litigation between Owner and Contractor (which term for the purposes of this subparagraph shall include Contractor's surety), whether arising out of any claim or arising out of the Contract or any breach thereof, shall be brought, maintained and pursued only in the appropriate State of Florida Courts for Bay County, Florida, and Owner and Contractor each hereby waive and renounce any and all rights and options which they, or either of them, have or might have to bring or maintain any such litigation or action in the Federal Court system of the United States or in any United States Federal District Court. Owner and Contractor expressly waive all rights to trial by jury regarding any such litigation.

In the event of a dispute between the parties arising out of or relating to their responsibilities under this Contract, the party claiming the dispute shall provide the other party promptly written notice of such dispute, as required by the terms of the Contract. The parties hereby agree that they shall first negotiate dispute to resolve the dispute in good faith in an attempt to prevent the need for mediation or litigation. Accordingly, within seven (7) calendar days of receipt of the initial written dispute notice, the parties shall commence discussions between the on-site project managers. In the event the parties are unable to reach a resolution of the dispute within seven (7) calendar days after such commencement of the discussions between the on-site managers, the parties shall commence discussions between Contractor's President and the Owner's Executive Director. In the event that such parties are unable to reach a resolution of the dispute within fourteen (14) calendar days after such commencement of the discussions between the President and Executive Director, either party may initiate such litigation. In the event of any such litigation, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs through all trial and appellate levels of such litigation, including the fees and costs incurred to litigate the amount of attorney's fees and costs due under said action. Any litigation between Owner and Contractor (which term for the purposes of this subparagraph shall include Contractor's surety), whether arising out of any claim or arising out of the Contract or any breach thereof, shall be brought, maintained and pursued only in the appropriate State of Florida Courts for Bay County, Florida, and Owner and Contractor each hereby waive and renounce any and all rights and options which they, or either of them, have or might have to bring or maintain any such litigation or action in the Federal Court system of the United States or in any United States Federal District Court. Owner and Contractor expressly waive all rights to trial by jury regarding any such litigation.

A company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or is engaged in business operations in Cuba or Syria, is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more.

SC-15 Liquidated Damages

In the event of Contractor's failure to meet the Project Schedule, the Contractor shall pay liquidated damages to the Owner in the amount of \$500.00 per day. The parties agree to this arrangement due to the impracticability and difficulty in ascertaining the true value of the damages the Airport will incur as a result of such delay and said sum per day is agreed to be a reasonable estimate of the amount of such damages which the Airport will sustain. The parties further agree that such liquidated damages shall be deducted from any amounts owing to Contractor, and if such amounts owing are insufficient, the Contractor shall pay to Airport the amount of the difference.

SC-16 Drugs, Alcohol and Weapons

Contractor's personnel, subcontractor's personnel at any tier, material supplier's personnel or any other's personnel at any time shall not bring onto the Jobsite, or any other location where the provisions of this Contract apply any firearm of whatsoever nature or any other object which in the judgment of the Owner or its representative is determined to be a potential weapon, or alcoholic beverages of any nature, illegal or Owner prohibited non-prescription drugs of any nature without exception.

SC-17 Owner Directed Purchase (ODP)

Contractor agrees that Owner at its sole election **may** have Contractor assign some or all of its purchase orders and subcontracts directly to Owner in accordance with the provisions set forth herein.

Material suppliers shall be selected by Contractor using competitive bidding/proposals. Supply contracts shall be awarded by Contractor to the supplier whose bid/proposal is most advantageous to Owner, price and other factors considered. Contractor shall include the price of all materials in his bid and shall include all Florida State sales and other taxes normally applicable to such material and equipment. Owner may consider purchasing any item but does not expect to issue purchase orders to less than five thousand dollars (\$5,000.00). Owner purchase of selected materials and equipment will be administered on a deductive Change Order basis.

Contractor shall provide Owner a list of all intended suppliers, vendors and material men for consideration as ODP. Contractor shall submit price quotes from the vendors, as well as a description of the materials to be supplied, estimated quantities and prices.

Upon request from Owner, and in a timely manner, Contractor shall prepare Purchasing Requisition Request Form which shall, in form and detail acceptable to Owner, specifically identify the materials which Owner may, in its discretion, elect to purchase directly. The Purchasing Requisition Request Form shall include:

- a. the name, address, telephone number and contact person for the material supplier,
- b. manufacturer or brand, model, or specification number of the item,
- c. quantity needed as estimated by Contractor,
- d. the price quoted by the supplier for the materials identified therein,
- e. any sales tax associated with such quote,
- f. delivery dates as established by Contractor,
- g. any reduction in Contractor's cost for both the Payment Bond and Performance Bond,
- h. shipping, handling and insurance costs,
- i. detail concerning bonds or letters of credit provided by the supplier if included in his/her proposal,
- j. special terms and conditions which have been negotiated with the supplier relative to payment terms, discounts, rebates, warranty, credits or other terms and conditions which revert to Owner.

Contractor shall include copies of vendors' quotations and specifically reference any terms and conditions, which have been negotiated with the vendors concerning letters of credit, terms, discounts, or special payments.

After receipt of the Purchasing Requisition Request Form, Owner shall prepare a Purchase Order for all items of material, which Owner chooses to purchase directly. The purchase order shall be sent to the vendor with a copy sent to Contractor. Pursuant to the Purchase Order, the vendor will provide the required quantities of material at the price established in the vendor's quote to Contractor, excluding any sales tax associated with such price. The Purchase Order shall also require the delivery of the ODP on the delivery dates provided by Contractor in the Purchasing Requisition Request Form.

In conjunction with the execution of the Purchase orders by the suppliers, Contractor shall execute and deliver to Owner one or more deductive Change Orders, referencing the full value of all ODP to be provided by each supplier from whom Owner elected to purchase material directly, plus all sales taxes associated with such materials in Contractor's bid to Owner, plus any savings to Contractor in the cost of Payment and Performance Bonds associated with such ODP. To compensate Contractor for the warranty enforcement obligation Contractor's overhead and profit associated with ODP shall not be deducted from the Contract.

Contractor shall be fully responsible for all matters relating to the procurement of materials furnished by and incorporated into the Project in accordance with these Supplementary Conditions including, but not limited to, assuring the correct quantities, placing the order in a timely manner, and assuring coordination of purchases, providing and obtaining all warranties and guarantees required by the Project Documents, inspection and acceptance of the goods at the time of delivery. Contractor shall coordinate delivery schedules, sequence of delivery, loading orientation, and other arrangements normally required by Contractor for the particular materials furnished. Contractor shall provide all services required for the unloading, handling and storage of materials through installation.

Owner assumes the risk of loss of materials through their incorporation into the installation.

As ODP are delivered to the Jobsite, Contractor shall visually inspect all shipments from the suppliers, and sign off on the receiving reports for material delivered. Contractor shall assure that each delivery of ODP is accompanied by documentation adequate to identify the Purchase Order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the supplier conforming to the Purchase Order together with such additional information as Owner may require. Contractor will then forward the receiving report to Owner to match up with invoice for payment.

Contractor shall insure that ODP conform to the Specifications and determine prior to incorporation into the Work if such materials are patently defective, and whether such materials are identical to the materials ordered and match the description on the bill of lading. If Contractor discovers defective or non-conformities in ODP upon such visual inspection, Contractor shall not utilize such nonconforming or defective materials in the Work and instead shall promptly notify Owner of the defective or nonconforming condition so that repair or replacement of those materials can occur without any undue delay or interruption to the Project. If Contractor fails to perform such inspection and otherwise incorporates into the work such defective or nonconforming ODP, the condition of which it either knew or should have known by performance of an inspection, Contractor shall be responsible for all damages to Owner resulting from Contractor's incorporation of such materials into the Project including liquidated or delay damages.

Contractor shall maintain records of all ODP it incorporates into the Work from the stock of ODP in its possession. Contractor shall account monthly to Owner for any ODP delivered into Contractor's possession, indicating portions of all such materials which have been incorporated into the Work.

Contractor shall be responsible for obtaining and managing all warranties and guarantees for all materials and products as required by the Project Documents. All repair, maintenance or damage-repair calls shall be forwarded to Contractor for resolution with the appropriate supplier, vendor, or subcontractor. Additionally, ODP items shall be warranted by Contractor as part of Contractor's warranty. Contractor agrees and understands that it shall undertake all warranty enforcement and other related duties of Owner for its ODP equipment and materials. To that end, Contractor expressly agrees it shall make no distinction in discharging such warranty duties between ODP equipment and materials and equipment and materials otherwise supplied by Contractor.

Notwithstanding the transfer of ODP by Owner to Contractor's possession, Owner shall retain legal and equitable title to any and all ODP.

The transfer of possession of ODP from Owner to Contractor shall constitute a bailment for the mutual benefit of Owner and Contractor. Owner shall be considered the bailor and Contractor the bailee of the ODP. ODP shall be considered returned to Owner for purposes of their bailment at such time as they are incorporated into the Project.

Owner shall purchase and maintain builder's risk insurance sufficient to protect against any loss of or damage to ODP. Such insurance shall cover the full value of any ODP not yet incorporated into the Project during the period between the time the Owner first takes title to any of such ODP and the time when the last of such is incorporated into the Project. Contractor shall purchase and maintain builder's risk, all risk, insurance based on

the completed value of Project, less the Owner's ODP values. Contractor must name Owner as additional insured on its policy.

Owner shall in no way be liable for any interruption or delay in the Project, for any defects or other problems with the Project, or for any extra costs resulting from any delay in the delivery of, or defects in, ODP. Contractor's sole or exclusive remedy shall be an extension of the Contract Time for such reasonable time as determined by Owner or its representative.

Contractor shall be required to review invoices submitted by all suppliers of ODP delivered to the project site and either concur or object to Owner's issuance of payment to the suppliers, based upon Contractor's records of materials delivered to the site and any defects detected in such materials.

In order to arrange for the prompt payment to the supplier, prompt submittal of a copy of the applicable Purchase Order as receiving report, invoices, delivery tickets, written acceptance of the delivered items, and such other documentation as may be reasonably required by Owner. Upon receipt of the appropriate documentation, Owner shall prepare a check drawn to the supplier based upon the data provided. This check will be released and remitted directly to the supplier. Contractor agrees to assist Owner to immediately obtain partial or final release of waivers as appropriate.

At the end of the Project, Contractor will be provided with a deductive Change Order for the costs incurred by Owner to provide all ODP, not covered by previous change orders. Salvage materials shall be stored or removed from the site at Owner or its representative's direction or may be turned over to Contractor by Owner for salvage or disposal at Owner's option.

SC-18 Risk of Loss

Contractor shall be responsible for risk of loss or damage in progress and all goods furnished until Final Acceptance, including any losses resulting from inclement weather or erosion.

SC-19 Component Warranties

In addition to the General Condition title "WARRANTY," Contractor shall obtain and provide, for the benefit of owner and its successors in interest, warranties or guarantees for the equipment, materials, and work furnished by suppliers and subcontractors of any tier for the period customarily provided by the supplier. Contractor shall use its best efforts to enforce such lower-tier warranties or guarantees on its own behalf or, if requested by Owner or Owner's Representative, on behalf of Owner. Contractor shall provide warranty documentation by Final Acceptance or as otherwise required by this contract.

SC-20 Procedures to Minimize Risk to Stormwater System and Environment

Contractor acknowledges GC-14 Environmental Requirements and will have no significant impact on the stormwater system or environment while completing the Work.

SC-21 Miscellaneous Federal Provisions

The work performed under this Contract shall be governed by the following Federal provisions, statutes and regulations:

Disadvantaged Business Enterprise – 49 CFR Part 26: Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. In accordance with 49 CFR Part 26.45, the sponsor shall establish a contract goal of participation for small business concerns owned and controlled by certified socially and economically disadvantaged enterprise (DBE). Contractor shall make and document good faith efforts, as defined in Appendix A of 19 CFR Part 26, to meet his established goal.

Davis-Bacon Act, as amended – 29 CFR Part 5: Contractor is required to comply with wage and labor provisions and to pay minimum wages in accordance with the current schedule of wage rates established by the United States Department of Labor.

Debarment, Suspension, Ineligibility and Voluntary Exclusion – 49 CFT Part 29: Contractor certifies, by submission of a proposal or acceptance of a contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Individuals or companies listed in the General Services Administration’s “Excluded Parties Listing System” will not be considered for award of contract.

Certification Regarding Debarment and Suspension (Non-Procurement) – Title 2 CFR Part 180 & Title 2 CFR Part 1200: This Agreement is a “covered transaction” as defined by Title 2 CFR Part 180. Contractor has agreed that at the time it submitted its proposal and throughout the duration of this Agreement that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction. Contractor further agrees to 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”.

Certification Regarding Debarment and Suspension (Non-Procurement) – Title 2 CFR Part 1200 and Title 2 CFR Part 180, Subpart C: Contractor 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. Contractor shall accomplish this by:

- i. Checking the System for Award Management at website: <http://www.sam.gov>
- ii. Collecting a certification statement similar to paragraph a.
- iii. Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that an individual failed to tell a higher tier that they were excluded or disqualified at the time they entered the covered transaction with that person, the FAA may pursue any available remedy, including suspension and debarment

Foreign Trade Restrictions – 49 CFR Part 30: Contractor and its subcontractors shall not be owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Representative (USTR)’ shall not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list; and shall not procure any product nor subcontract for the supply of any product for use on the project that is produced in a foreign country on said list.

Buy American Certificate – Aviation Safety and Capacity Act of 1990: This contract is subject to the “Buy American Preferences” of the Aviation Safety and Capacity Act of 1990.

SC-22 Certifications

Contractor shall execute, in the presence of a Notary Public (where required), and return the certifications noted below:

1. Bid Affidavit
2. Non-Collusion Affidavit
3. Sworn Statement under Section 287.133(3)(A), Florida Statutes, On Public Entity Crimes
4. DBE Certificate of Compliance Affidavit
5. Davis-Bacon Certification
6. Drug Free Workplace Certification
7. Certification of Non-Segregated Facilities
8. Buy American Certification
9. Trench Safety Act Certification

SC-23 Clean Air and Water Pollution Control

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 \$ 100,000 the aforementioned criteria and requirements.

SC-24 Airport and Airway Improvement Act of 1982, Section 520 - General Civil Rights Provisions

The contractor assures that it will 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 handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport a program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases, the provision obligates the party or any transferee for the longer of the following periods:

- (a) The period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits or
- (b) The period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds the 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.

SC-25 Lobbying and Influencing Federal Employees

- (1) No Federal appropriated funds shall be paid, by or on behalf of the contractor, 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 the making of any Federal grant and the amendment or modification of any Federal grant.
- (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 any Federal grant, the contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

SC-26 Energy Conservation Requirements

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

SC-27 Rights to Inventions

All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

SC-28 Trade Restriction Clause

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- 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 published by the Office of the United States Trade Representative (USTR);
- 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 on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

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 contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

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

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.

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.

SC-29 Web-Based Project Information Management

The Contractor shall work with the Owner's web-based project information management system as directed. The project documentation requirements are described in Appendix A – Section 01322, Web-Based Project Information Management.

END OF SPECIAL CONDITIONS



NORTHWEST FLORIDA
BEACHES INTERNATIONAL AIRPORT

Specification

Northwest Florida Beaches International Airport **(ECP)**

Passenger Boarding Bridge

April, 2023

Section 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Bid Announcement, Contract Documents, General and Special Conditions, Drawings and Tax Exempt Certificate, attached to this specification, apply to the specification.

1.2 SUMMARY

- A. This specification includes the following:
 - 1. Passenger Boarding Bridge (PBB), accessories and components for a complete installation
 - 2. Ground power system
 - 3. Point of use pre-conditioned air units
 - 4. Integrated wheelchair/baggage lift and baggage slide

1.3 SUBMITTALS

- A. Product Data:
 - 1. Submit for each passenger boarding bridge the following:
 - a) Manufacturer's literature providing complete description of the passenger boarding bridge construction and operational features
 - b) Interior and exterior finishes
 - c) Control systems
 - 2. Submit for each Ground Power System the following:
 - a) Manufacturer's literature indicating compliance with specified requirements
 - 3. Submit for each Point of Use Preconditioned Air Units the following:
 - a) Manufacturer's literature indicating compliance with specified requirements
 - 4. Submit for each wheelchair/baggage lift and baggage slide the following:
 - a) Manufacturer's literature indicating compliance with specified requirements
- B. Color Samples:
 - a) Provide color samples of all interior and exterior passenger boarding bridge finishes

1.4 PERFORMANCE REQUIREMENTS

A. Industry Standards:

1. The Passenger Boarding Bridge (PBB) shall be designed in accordance with good engineering practices and the standards developed and adopted by the passenger boarding bridge industry. Particular attention will be given to keeping components simple rugged and easily accessible for routine maintenance, including lubrication component exchange and ease of adjustment. All access panels and openings shall be sized to accommodate the component being changed or adjusted, as well as the equipment and personnel necessary to accomplish the work.

B. Structural Loads:

1. The passenger boarding bridge will support the following loads. The design will be based on the combination, which imposes the most adverse loading. In addition to the dead loads and strain caused by movement, the entire passenger boarding bridge shall support:
 - a) Floor Live Loads: 40 pounds per square foot (191 kg per square meter).
 - b) Wind Loads:
 - (1) Retracted and Stowed: 25 pounds per square foot (120 kg per square meter).
 - (2) Operational: 12.5 pounds per square foot (61 kg per square meter).
 - c) Seismic Loads:
 - (1) The PBB shall be designed to withstand the earthquake induced forces.
 - d) Roof Live Loads: 25 pounds per square foot.
2. The structural design shall provide sufficient torsional rigidity to avoid excessive sway when the passenger boarding bridge is brought to a gradual stop.
3. All mechanisms for actuating, guiding and restraining the passenger boarding bridge and its components shall be designed so that no noise, sway or sense of insecurity is

apparent to passengers. No operating vibrations or loads shall be transmitted to the terminal building.

C. Environmental Considerations:

1. Passenger boarding bridge shall operate satisfactorily under ambient temperature conditions of –25 degrees F (-32 degrees C) to 125 degrees F (52 degrees C), with winds up to 60 mph (97 kph).
2. All components and materials shall be individually and collectively designed or selected for long service life under such conditions.

D. Power Characteristics:

1. The passenger boarding bridge shall operate on 480 V.A.C., 3 phase, 60 Hz. Electrical power, and separate ground (4 wire). The 480 V.A.C. shall be transformed to 120/240 V.A.C. for lighting and controls.

1.5 QUALITY ASSURANCE

- A. No asbestos products, components or additives shall be used in this work or supplied to the job.
- B. Manufacturer: Minimum of ten (10) years successful experience in the design, fabrication and installation of similar passenger boarding bridges.
- C. Installer: Either passenger boarding bridge manufacturer or an independent installer approved by the manufacturer with no less than five (5) years experience in the installation of comparable passenger boarding bridges.
- D. Regulatory Requirements: Conform to the following codes and standards where applicable:
1. AISC – American Institute of Steel Construction
 2. ASME – American Society of Mechanical Engineers
 3. ASTM A36 – Specification for Carbon Structural Steel
 4. ASTM A53 – Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless
 5. ASTM A307 – Specification for Carbon Steel Bolts and Studs, 60,000 PSI Tensile Strength
 6. ASTM A325 – Specification for Structural Bolts, Steel, Heat-Treated, 120/105 ksi Minimum Tensile Strength
 7. ASTM A490 – Specification for Heat-Treated Steel, Structural Bolts, 150 ksi Minimum Tensile Strength
 8. ASTM A500 – Specification for Cold-Formed Welded and Seamless Carbon Steel Structural Tubing in Rounds and Shapes

9. ASTM A514 – Specification for High-Yield Strength, Quenches and Tempered Alloy Steel Plate, Suitable for Welding
10. ASTM A1011 – Specification for Steel, Sheet and Strip, Hot-Rolled, Carbon Structural, High-Strength Low-Alloy with Improved Formability
11. AWS – American Welding Society
12. NEC – National Electric Code
13. NEMA – National Electrical Manufacturers Association
14. NFPA 415 – Airport Terminal Buildings, Fueling Ramp Drainage and Loading Walkways
15. NPA – National Plywood Association
16. SAE – Society of Automotive Engineers
17. SSPC – Structural Steel Painting Counsel
18. UL #QGLA – Passenger Boarding Bridge

E. Certifications

1. Independent NRTL listing to certify conformance to NFPA 415 latest edition
2. Independent NRTL listing to certify conformance to UL #QGLA for Passenger Boarding Bridges

1.6 WARRANTY

- A. Manufacturer shall guarantee all components and accessories comply fully with the Contract Documents and are free from defects in material and workmanship, under

normal use, for a period of twelve (12) months. Manufacturer shall guarantee availability of parts and services for a minimum of 10 years following signed acceptance.

- B. Manufacturer shall guarantee all work and materials are new and of good quality, and free from any liens, encumbrances and title defects.
- C. Signed acceptance or customer use of passenger boarding bridge shall commence the warranty period.

Section 2 – Products

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Passenger Boarding Bridge:
 - a) ThyssenKrupp Airport Systems
 - b) JBT AeroTech
 - 2. Ground Power System:
 - a) FCX Systems Inc.
 - b) INET Airport Systems
 - c) Hobart
 - d) JBT AeroTech
 - 3. Point-Of-Use Pre-Conditioned Air Units:
 - a) JBT AeroTech
 - b) INET Airport Systems
 - c) Trilectron
 - d) FCX

2.2 PASSENGER BOARDING BRIDGE (PBB)

- A. General: Passenger Boarding Bridge (PBB) specified shall be complete with requirements of this section.
 - 1. The passenger boarding bridge shall be apron drive type with three tunnels.

2. The passenger boarding bridge shall bear the mark of an independent NRTL listing to certify conformance to UL #QGLA for Passenger Boarding Bridges
 3. All door locks to be compatible with airport security requirements specified by the owner.
 4. Intended Aircraft; B737 Series, Regional Jets, including ERJ, CRJ, and Narrow Body as applicable for the project. The design aircraft for ECP is the B737-800.
- B. Rotunda Assembly: The rotunda assembly shall be made up of a corridor, rotunda and support pedestal. The assembly shall be designed so that it does not transmit any live or dead loads or vibrations to the terminal building.
1. The rotunda assembly shall be designed at the terminal end pivot for passenger boarding bridge's vertical and horizon motion. As the main pivot for passenger boarding bridge, the rotunda assembly shall allow the passenger boarding bridge to rotate a total of 175 degrees, 87 ½ degrees clockwise and 87 ½ degrees counter clockwise from the corridor center line.
 2. Slope, over-travel and operational swing limits shall be located on the rotunda assembly. Slope limits shall be adjustable up to 10 percent (5.71 degrees) for both up and down slopes. This limit shall be adjustable to meet local operating conditions and requirements.
 3. Swing sensors shall be provided at rotunda that sense the position of the PBB and sounds an audible alarm at the operator's control console prior to activation of the over-travel swing limit. These sensors shall be arranged to provide left and right swing limits and shall be adjustable over the full range of bridge swing. Activation of the slow-down sensor shall put the bridge in slow-down speed and provide an audible alarm as the bridge nears the swing limit. Activation of the swing limit shall stop the bridge, provide an audible and visual alarm, and allow the operator to travel only in the opposite direction.
 4. An adjustable over-travel swing limit shall be provided. When activated, limit switch shall cut off all power preventing bridge from traveling further. A keyed maintenance override switch shall be provided on the control console.
 5. Corridor: The corridor interface between the rotunda and the terminal building shall have a minimum inside clear width of 4'-11" and minimum clear height of 7'-6" for a minimum of 15 inches. Corridor design shall allow installation of flexible weather seals and floor threshold to the face of the building.
 6. Rotunda: Rotunda floor shall remain stationary and level at all times and provide a smooth transition between the terminal and telescoping tunnels. Flap type seals shall be provided for weather protection between the rotunda and the hinged telescoping tunnel section.
 7. Support Pedestal: Support pedestal shall provide the structural support for the passenger boarding bridge. The support column shall rest on a foundation and anchor bolt pattern that is supplied by others. All anchor bolt nuts (16 count) shall be replaced with new nuts.
 - a) An electrical panel shall be mounted on the pedestal to provide incoming power and control wiring termination points from the terminal. Separate disconnect switches shall be provided for the bridge and any supplied auxiliary equipment including PCA, 400 Hz, and potable water cabinets. **To accommodate coastal climate, disconnect cabinets provided under this paragraph shall be constructed of stainless steel.**

- C. Tunnel Assembly: Tunnel assembly connects the rotunda assembly and aircraft cab assembly.
1. Telescoping tunnels shall be rectangular in cross section. The tunnel with the largest cross section shall be closest to the aircraft.
 2. The exterior side, roof, and floor panels of the telescoping tunnel sections shall be manufactured from 14 gauge corrugated steel, or 14 gauge formed galvanized steel panels attached to a framework of angle and tubing. These panels are formed, welded, sealed and painted to form the tunnel enclosure. Roof shall be flat to prevent the collection of water.
 3. Hinged transition ramps shall accommodate the difference in elevation where telescoping tunnel sections overlap.
 4. Minimum interior clear dimensions are as follows:
 - a) Minimum Floor Width: 4'-10" (1473mm)
 - b) Minimum Interior Height: 6'-11" (2134mm)
 - c) Minimum Inter-Tunnel Ramp Width: 4'-8" (1422mm)
 - d) Minimum Corridor Width: 4'-4-1/2" (1334mm)
 5. The telescoping tunnels shall be equipped with a side or under bridge mounted exterior electrical cable conveyance system. This system is accessible to maintenance personnel for inspection or cable addition at all passenger boarding bridge positions and operations conditions. Access to the conveyance system shall not impede passenger traffic or passenger boarding bridge operation. The system shall be capable of supporting a combination of cables and hoses with a maximum weight of 14 pounds per square foot (20.8 kg per meter). The largest tunnel shall be equipped with an aluminum or galvanized wire way to continue electrical cable routing beyond the electrical cable conveyance system.
 6. The tunnels shall be equipped with a mechanical stop.
- D. Aircraft Cab:
1. The aircraft cab shall be designed to rotate a minimum of 125 degrees. Rotation shall be at least 92.5 degrees counterclockwise and 32.5 degrees clockwise from tunnel centerline.
 2. The cab shall be rotated at a nominal speed of 145 degrees per minute (2.41 degrees/sec). Limit switches and physical stops shall control the rotation limits.
 3. The cab shall be equipped with a forward facing control console. The console shall be located behind laminated glass windows. Operation of the passenger boarding bridge will be accomplished without opening the weather doors. Visibility shall be provided with vision panels in the cab side-coiling curtains and windows located in front and to the left and right of the operator.
 4. An electric roll up door is to be installed on the right side of the operators control console to secure the passenger boarding bridge from unauthorized access and protect the interior of the passenger boarding bridge from adverse weather conditions when the door is closed. The minimum clear width of the weather door is 5'-0" and the minimum door height is 7'-6".
 5. A full width spacer shall be located at the aircraft end of the cab floor. The spacer material shall meet the fire protection specifications of NFPA-415, shall be flexible, and non-abrasive to prevent scratching or other damage to the aircraft fuselage.

6. The aircraft end of the cab shall be equipped with an articulating cab floor that automatically compensates for changes in bridge slope. The floor shall be actuated and independently adjustable to adapt to all aircraft doorsills. It shall be designed to level automatically and shall be equipped with a manual override control switch. The floor shall be capable of providing a level surface adjacent to the aircraft doorsill for passenger boarding bridge slopes from -8.33% to $+8.33\%$.
 7. The articulating floor shall be a double hinge design that provides a smooth transition between the level floor and the tunnel section. The transition floor shall provide a smooth platform sloped in the direction of the passenger traffic flow. No raised surfaces which may introduce a tripping hazard to the passenger shall be permitted.
 8. Exterior floodlights shall be provided for nighttime operation to illuminate the apron area ahead of the passenger boarding bridge. A floodlight shall also be provided to illuminate the drive column wheel bogey area. This light shall be located under the tunnel section.
 9. A weatherproof fluorescent fixture shall be provided outside the weather doors to illuminate the cab-aircraft interface.
- E. Regional Jet Service Provisions:
1. If regional jet service is required by the specified aircraft mix, the rotating cab floor shall be designed to accommodate them. These requirements do not accommodate all regional jets, however they are appropriate for servicing EMB-145 and larger and CRJ-200 and larger regional jet aircraft.
 2. Modifications for regional jet service shall not impede or interfere with docking to the rest of the aircraft in the specified mix.
 3. Other specified features such as articulating floor and auto leveling shall not be compromised by the regional jet cab floor modifications.
 4. The canopy and bumpers shall be designed to avoid contact with the various TAT sensors, pitot tubes, and antennas located in the vicinity of the passenger door.
 5. For EMB aircraft with plug doors:
 - a) A means shall be provided to close the gap at the aircraft door sill, while preventing excess canopy pressure due to the inward projection of the fuselage.
 - b) This shall be accomplished via a movable floor section or another method that does not interfere with proper docking to all other aircraft in the specified mix.
 - c) The moveable floor section allows the bridge to be stopped just as the canopy is contacted so that the canopy can then be deployed with normal contact pressure. Then the cab floor can be extended via the operator's control console to close the gap to the fuselage.
 6. For CRJ aircraft with pull down stairs:
 - a) The portion of the floor nearest the top step of the aircraft shall be hinged so that it is capable of tilting to eliminate excessive pressure on the aircraft door in the event of a miss-park. Sensors shall be provided to automatically stop the bridge from lowering on to the aircraft door should this event occur.
 - b) The floor or a section of the floor shall be movable so as to allow the final docking to be done in a controlled manner. The mechanized floor shall be operated from the control console to extend the cab floor bumper towards the aircraft. Sensors shall be provided as required to prevent excessive pressure against the top step.

- c) The CRJ door cable protrudes slightly from the top step and shall be protected from inadvertent contact during the docking procedure via a moveable floor slot or other means.
 - d) Handrails shall be provided that can be manually deployed to safely guide passengers on to the narrow top step. They shall be capable of being stowed in an out of the way location for service to all other aircraft.
- F. Aircraft Closure: The aircraft end of the cab shall be equipped with a folding bellows aircraft closure. The closure, when fitted against the fuselage, shall surround both the open aircraft door and the doorway to protect passengers from the elements. Covering shall not absorb water, shall be highly tear resistant and shall remain flexible from -31 degrees F (-35 degrees C) to 127 degrees F (52.8 degrees C). The aircraft enclosure color shall be gray.
 - 1. Each side of the aircraft closure shall independently seal against aircraft contours.
 - 2. A means of preventing excessive pressure on the aircraft shall be incorporated into the canopy operating mechanism.
 - 3. The contacting seal shall be a soft material to prevent scratching or damage to the aircraft skin. The seals that contact the aircraft shall be designed for easy replacement.
- G. Service Access: A service door, landing and stair leading to the apron; roof guardrails; and roof ladder shall constitute the service access. Service access shall be located on the right hand side of the cab end of the passenger boarding bridge; it provides access between the passenger boarding bridge, passenger boarding bridge roof, and apron for authorized personnel.
 - 1. Service door shall be steel, hollow core with wire glass window, and meets or exceeds the 3/4-hour fire rating per ASTM E 152. Door width shall be 30" to 36" (762 mm to 914 mm) wide and 6 feet 8 inches (2032mm) high. Door shall be equipped with medium-duty commercial-type hardware and automatic door closure. The door shall open 90 degrees outward onto the service stair landing. A cipher lock is to be provided on the exterior and knob on the interior. A 30-inch (762mm) stainless steel kick plate shall cover the lower inside portion of the door.
 - 2. Service stair landing shall be parallel to the adjacent tunnel floor. The landing shall be made of hot dipped galvanized steel, open mesh grating. The landing shall be protected on the open sides by galvanized steel handrails, which meet OSHA standards. A switch operated light shall be provided above the landing.
 - 3. Service stair shall be equipped with self-adjusting risers and treads made from expanded metal with a serrated edge for a gripping surface. All steps shall have an equal rise. The tread width shall be a minimum of 28 inches (711 mm) and the maximum tread height shall be 9-1/2 inches (241 mm). The service stair shall be protected on each side by handrails designed to meet OSHA standards. The entire service stair assembly shall be galvanized steel. The service stair assembly shall be accessible to ramp service personnel at all operational heights and positions of the passenger boarding bridge.
 - 4. Roof guardrails shall be provided on the PBB roof for access to any components requiring routine maintenance. A ladder shall be provided from the service access landing to the roof area. The ladder shall be equipped with a circular guard in accordance with applicable safety codes.
- H. Control Station: The control station shall be located at the aircraft end of the passenger boarding bridge. It shall provide the operator with a control console, service utilities, and control interlocks required to accomplish passenger boarding bridge operation. Station

shall be positioned on the left side of the cab and oriented to position the operator facing forward in full view of the aircraft during maneuvering and docking operations.

1. Control Console: The control console shall be located in the operator compartment and shall be protected from the outside environment.
 - a) Controls: All passenger boarding bridge motion controls shall be momentary contact type (deadman) controls. All of the motion controls shall be designed to be relative to the function of the passenger boarding bridge being controlled, i.e., raise and lower functions, the "raise" push button will be located above the "lower" push button. The control console shall include the following controls:
 - (1) A three-position master key switch used to select "OFF", "OPERATE", or "AUTO" (automatic leveling). The key may be removed only in the "OFF" or "AUTO" positions.
 - (2) A 4- way lever arm or "joystick" to control forward and reverse and steering motions. As the joystick is moved progressively forward or back, passenger boarding bridge speed increases proportionally with the position of the joystick. Steering, left or right, may be accomplished at the same time as forward and reverse motions. An interlock shall prevent the passenger boarding bridge from being driven forward when the aircraft closure is deployed.
 - (3) Push button switches for raising and lowering the cab end of the passenger boarding bridge.
 - (4) Push button switches for cab rotation, left or right.
 - (5) Push button(s) to deploy the bellows-type aircraft closure.
 - (6) Switch for floodlights that illuminate the apron area under the aircraft and drive column undercarriage.
 - (7) Switch to change the cab floor level adjustment from an automatic operation to a manual operation.
 - (8) Relative motion push-button switch to control the cab floor level adjustment while in the manual mode.
 - (9) Red illuminated emergency stop button, which shuts down all passenger boarding bridge movement when pressed.
 - (10) Lamp test button to allow function testing of all indicator lights.
 - (11) Switch for cab light to illuminate the area forward of the cab door.
 - (12) Horn button to alert that the bridge is about to move.
 - b) Indicators: The control console shall have indicators that display the current passenger boarding bridge status. The passenger boarding bridge status indicators shall be as follows:
 - (1) Digital position indicator to display the relative vertical position of the lift column. This indicator is used to vertically pre-position the passenger boarding bridge prior to the arrival of the aircraft.
 - (2) Wheel position indicator, which displays wheel orientation with respect to the operator's position. This wheel position indicator maintains correct wheel orientation while cab or wheels are rotated.

- (3) An amber light to indicate auto-leveling system is energized and functioning.
- (4) A red light and audible warning to indicate the auto leveler sustained travel timer has tripped.
- (5) A visual and audible indicator that the passenger boarding bridge has reached the operational horizontal rotation limits. This is preceded by an audible warning.
- (6) A visual and audible indicator that the PBB drive wheels have reached the over steer limits.
- (7) A red light to indicate aircraft closure is deployed.
- (8) A red light to indicate vertical drive column fault (for electromechanical lift).
- (9) A green light to indicate power is on.

2. Visibility and Warning Devices:

- a) A flashing amber beacon shall be mounted under the cab. The beacon shall indicate that power is on and the passenger boarding bridge may move at any moment.
- b) Two additional flashing amber beacons shall be mounted on the ends of the crossmember. They shall flash whenever the passenger boarding bridges is moving.
- c) An audible warning bell shall be mounted on the crossmember and shall ring whenever the passenger boarding bridge is moving. The bell sound loudness shall be at least 94 db at 10 feet.
- d) The bridge shall be equipped with a CCTV system that monitors the area around the wheel bogie and displays it on a monitor on the operator's control console. The camera and monitor shall be capable of displaying a clear image under all normal day and night operations.

3. Utilities:

- a) A six pair (twelve conductor) wire outlet for the installation of telephone or intercom equipment shall be located on left side wall adjacent to the control console.
- b) Duplex outlets (unswitched 120 volt, single phase, GCFI, 15 ampere) shall be located on the side wall of the control console, on the lower portion of the drive column, and in the rotunda corridor.

4. Control Features and Interlocks

- a) Mechanical interlocks shall be provided to prevent damage to control circuits or passenger boarding bridge components by selecting opposite motions simultaneously. For example, depressing the up button prevents actuation of the down button.
- b) When the master key switch is in the "OFF" or "AUTO" position, the controls for horizontal and vertical movement, steering, aircraft closure and cab rotation shall be inoperative.

- I. Automatic Leveling: The passenger boarding bridge shall be equipped with an automatic leveling system, allowing the passenger, boarding bridge to adjust to changes in the aircraft elevation that occur during aircraft loading and unloading, The system shall

function with equal reliability for all aircraft contours. The auto leveler shall be located on the right side of the cab and in full view of the operator at the control console

1. The auto leveler shall be engaged when the master key switch is positioned to "AUTO".
 2. The auto leveler circuit shall include a sustained travel timer, Timer shall limit auto level operation shall be adjustable from 1.6 seconds to a maximum of 6 seconds. If the operation exceeds the set time limit a fault condition is assumed, all motor power shall be disconnected; audible and visual alarms shall be energized.
 3. The main auto level-sensing switch is activated by a 5-degree or more auto level wheel rotation.
- J. Drive Column- The drive column shall provide the vertical and horizontal motion for the passenger boarding bridge. The drive column and control systems shall be designed for smooth, quiet operation. The vertical and horizontal movements shall be operable at the same time. The drive column shall be divided into two major components: Vertical Drive and Horizontal Drive.
1. Vertical Drive:
 - a) Hydraulic Lift System:
 - (1) The passenger boarding bridge shall move vertically by means of two extra capacity hydraulic ram assemblies,
 - (2) Each ram is independent of the other and shall be capable of supporting the passenger boarding bridge under full design load. The design shall provide 100% redundancy,
 - (3) The lift cylinders are equipped with internally mounted pilot operated check valves that prevent the bridge from descending in the event of a hose break or other system failure,
 - (4) Mechanical stops in the cylinders shall be provided to prevent over-travel of the lift column. The system shall not be damaged if the bridge is raised or lowered to the cylinder stops
 - (5) The vertical travel speed shall be a minimum of 2.5 feet per minute, measured at the spacer.
 - b) Electrical Mechanical Lift System:
 - (1) The lift mechanism shall consist of two (2) re-circulating ball bearing screw assemblies. Each assembly shall be independent of the other, with individual motors, and be capable of supporting the bridge under full design load and raising and lowering the bridges at and approximate speed of 2 feet, 6 inches per minute measured at the cab bumper. The ball nut of this assembly shall be equipped with wiper brushes to remove grit or dirt from screw threads and a self-locking Acme type thread to prevent unit collapse in the event of a ball nut failure.
 - (2) The vertical drive motors shall be fitted with spring-applied brakes that release only when electric power is applied and vertical motion, up or down, is signaled from operator's console or the auto-leveler system.
 - (3) The brakes shall hold securely at all elevations, without creeping, whether the bridge is in operation or not.
 - (4) The fault detector circuit shall shut down the electrical power to the vertical drive motors and set the brakes independently of the operator. This shall

occur if the bridge is in the vertical operate mode and there is differential motion at the ball screws.

2. Horizontal Drive: A variable speed, electromechanical drive system shall provide horizontal travel.
 - a) Solid rubber tires shall be provided.
 - b) Drive wheels shall be driven independently by electric motors with integral brakes. A solid-state controller (VFD) shall be provided for drive wheel speed control. Horizontal speed shall vary from 0 to 90 feet (27.4m) per minute.
 - c) A steer angle of 180 degrees shall be possible.
 - d) A regenerative braking system shall allow the passenger boarding bridge to come to smooth controlled stops. Integral spring-applied electrically released brakes shall be provided with each drive motor. The brakes shall lock the passenger boarding bridge in place when it is not being driven horizontally.
 - e) Horizontal drive motors shall be equipped with manual brake releases, allowing the passenger boarding bridge to be towed in the event of a power failure.
 - f) The wheel bogie shall be provided with a mechanical safety protection hoop to protect from accidental collisions with ground equipment or personnel. It shall be fitted with a means of sensing contact with an object in the direction of wheel travel. It shall automatically stop drive wheel movement upon contact and provide a visual and audible alarm to the operator.
 - g) Two (2) tow lugs shall be a component of the lower wheel frame.
- K. Interior Finishes: The interior finish of the passenger boarding bridge shall be designed to be durable and easy to clean.
 1. Ceiling should be continuous coil coat painted galvanized sheets. If planked type panels are used, they must be manufactured from 0.020-inch thick aluminum, with a white baked-on enamel finish. Planks shall run perpendicular to the tunnel centerline and continuously from wall to wall,
 2. Interior light fixtures shall be recessed and blend with the ceiling design, Light fixtures shall be located a maximum of 8 ft (2438mm) on center. The average light intensity at the floor shall be a minimum of 18-foot candles (194 lux). Fixtures shall utilize T8, 40 Watt, 3150 lumens, Cool White fluorescent lamps. LED Fixtures may be substituted to meet specification as standard lighting.
 3. Light fixture in the rotunda shall be a flush mounted.
 4. Three-way switches shall be located in the rotunda or the rotunda end of the A-tunnel, and near the service door at the aircraft cab. These switches shall control interior tunnel, bubble and rotunda lights.
 5. Aluminum corner molding shall be used to cover the ends of the ceiling panels and the top edge of the wall panels.
 6. Sub floor in the cab and bubble area shall be smooth galvanized steel or 3/4 inch (19mm) marine grade plywood with high resistance to moisture and moisture damage. Sub floor in the remainder of the passenger boarding bridge 3/4-inch (19mm) thick moisture resistant, fire retardant plywood or oriented strand board-exposure 1, made with exterior phenolic resin adhesive, or smooth galvanized steel.
 7. Ribbed rubber 3/16 inch (4.76mm) thick shall be applied to the floor from the aircraft end of the passenger boarding bridge to the terminal side of the service door.

8. Passenger boarding bridge interior floor covering, (not including the cab and bubble area) shall be carpet, provided and installed by the passenger boarding bridge manufacturer. Aluminum carpet molding shall be provided at the junction between the tunnel and the cab bubble.
 - a) Carpet- Shaw 54694(Succession II), Color 0040(Laguna Bay) or equal
9. The tunnel wall treatment shall consist of floor to ceiling coil coated galvanized pane or high-pressure laminate phenolic and melamine plastic panels. Wall panels shall be individually replaceable and shall be supported by clear anodized aluminum trim, with a black accent strip.
10. Wall treatments in the pivoting sections (rotunda and cab bubble) shall be galvanized steel slats.

L. Paint System:

1. The coating system shall be specifically designed to provide long-term protection from the harmful effects of corrosion on passenger boarding bridges:
2. A prime coat of Epoxy followed by a topcoat of Polyurethane for a combined average dry film thickness of 7 mils (175 microns).
3. A topcoat of Polyurethane that is available in a wide variety of standard colors. Custom colors are also available per contractual agreement.
4. Exceptional performance in all environments.
5. Normal life expectancy is 10-15 years with proper maintenance, which consists of monthly inspection and repair of scratches, broken film, or delamination. Semi-annual power washing is also recommended.
6. These coatings are environmentally friendly due to very low VOC (Volatile Organic Compounds) in the primer and the topcoat.
7. Interior Coating System
 - a) Clean area to be painted in accordance with SSPC-SP1, solvent cleaning. This specification calls for the removal of all visible oil, grease, dirt, loose mill scale, rust, and loose paint.
 - b) Surface must be dry immediately prior to application of paint.
 - c) Coating Description
 - (1) American Coatings Epoxy Primer Rustlok 8000 Series or equal
 - (2) American Coatings SU Series Polyurethane or equal
 - d) Apply to a total dry film thickness of 6-7 mils (150-175 microns).
8. Exterior Coating System
 - a) Surface Preparation – Hot Roll / Cold Roll Steel Only
 - (1) Clean area to be coated in accordance with SSPC-SP6, commercial blast cleaning. This specification calls for the removal of all rust, mill scale, paint, and other foreign matter except for any slight staining of same in less than one third of each square inch of blasted area.
 - (2) The anchor pattern shall be no less than 1.5 mills (37.5 microns) nor more than 2.5 mils (62.5 microns).

- (3) Surface must be dry and free of any foreign matter to include blast debris prior to coating.
 - b) Surface Preparation – Galvanized Steel Panels Only
 - (1) Clean area to be coated in accordance with SSPC-SP1, solvent cleaning.
 - (2) Do not blast or utilize any chemical cleaning product that could inhibit proper adhesion to the galvanized surface.
 - (3) Surface must be dry prior to coating application.
 - c) Coating Description – Primer - Hot Roll / Cold Roll Steel Only
 - (1) American Coatings Epoxy Primer Rustlok 8000 Series Epoxy or equal
 - (2) American Coatings SU Series High Solids Polyurethane or equal
 - (a) Aliphatic Polyurethane color coat with satin gloss finish (60-65 @ 60 degree gloss meter).
 - d) Apply to a total dry film thickness of 6-7 mils (150-175 microns).
9. Pre-Painted Items
- a) Purchased components that are factory painted shall not be repainted. Typical items include the hydraulic power unit, cab rotate drive motor, hydraulic drive motor, control power transformer, control console, limit switches, electrical junction boxes, conduit, etc.
 - b) The finish color for the above items will be the individual manufacturer's standard.

M. Fire Protection

- 1. NFPA-415: The passenger boarding bridge shall meet the requirements of the latest edition of the National Fire Protection Agency (NFPA) "Airport Terminal Buildings, Fueling Ramp Drainage and Loading Walkways", NFPA-415.
- 2. The passenger boarding bridge shall provide a fire rated enclosure designed to provide safe means of egress from the aircraft for a period of 5 minutes under fire exposure conditions equivalent to a free-burning jet fuel spill fire. All finishes, floor, roof and wall construction, service doors and hardware will conform to NFPA-415.
- 3. The passenger boarding bridge shall bear the mark of an independent NRTL listing to certify conformance to the latest edition of the NFPA 415 standard.

N. Gate Sign Kit

- 1. To maintain consistency in exterior appearance, manufacturer will re-use existing gate sign kits to be removed from existing passenger boarding bridges prior to removal of bridges. Gate sign control will be via a standard light switch located within the new passenger boarding bridge.

2.3 PBB MOUNTED 400 HZ/28 VDC GROUND POWER SYSTEM

- A. 400 Hz/28 VDC ground power system shall be sized based on the aircraft mix and capable of both 400 Hz and 28 VDC.
- B. The ground power system shall include the following components:

1. Two (2), 60-foot aircraft cables, suitably rated for either 400 Hz or 28 VDC and complete with applicable aircraft plug connector.
2. Electrically operated cable hoist, complete with outdoor pushbutton station for raise-lower, on-off control of the 400 Hz/28 VDC converter and cable hoist unit.

2.4 30-TON PBB MOUNTED POINT OF USE PRECONDITIONED AIR UNITS

- A. The 30-ton point of use preconditioned air units shall be electric, self-contained, automatically controlled air conditioning units that provide ventilation, cooling, dehumidifying, filtering, and other heating of air supplied to the parked aircraft and PBB. The units shall be designed to provide comfortable PBB and aircraft cabin temperatures for passengers and crew during pre-flight, turn-around, overnight parking, and maintenance operations. The units shall be designed and mounted so as to provide fully-integrated operation on both parked aircraft and PBB. The units will be designed to operate taking into consideration local climate conditions at ECP.
- B. The preconditioned air unit shall provide the following components:
 1. Direct digital controls
 2. Apron Management System (AMS) interface
 3. Single duct hose outlets
 4. Aircraft temperature probe
 5. Heating
 6. Hose basket(s)
 7. Bridge mounting bracket

SECTION 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that the following are of proper size and type to receive the Passenger Boarding Bridge (PBB):
 1. Foundations including anchor bolt patterns,
 2. Electrical work including electrical Power, emergency power and circuit protection.
 3. Location of assigned gates and aircraft parking positions,
- B. Report conditions detrimental to proper and timely completion of the installation of the passenger boarding bridge.

3.2 INSTALLATION

- A. Coordinate installation of passenger boarding bridge with Owner and General Contractor.
- B. Installation shall be provided in strict compliance with all governing regulations.
- C. Installation shall conform to the manufacturer's recommendations and to the standards established by the industry.
- D. All permanent utility connections shall be the responsibility of the installer, connections will be provided in a weather tight condition.
- E. The rotunda corridor of the passenger boarding bridge will be flashed to the exterior face of the concourse. The flashing will provide a neat and weather tight condition.

3.3 FIELD QUALITY CONTROL

- A. Acceptance testing – perform tests with the Owner present prior to placing the passenger boarding bridge in service.
- B. Adjust the passenger boarding bridge for proper operation

3.4 PROTECTION AND CLEANING

- A. Protect the passenger boarding bridge from time of installation until acceptance by the Owner.
- B. All finish surfaces shall be delivered to the Owner free of any soil or damage.
- C. Repair or replace any damage to the passenger boarding bridge prior to Owner acceptance.

3.5 MANUALS AND PROGRAMMING COMPUTER

- A. Operation and Maintenance Manuals shall be provided and be prepared in accordance with Air Transport Association (ATA) Specification 101. Included in the manuals shall be preventative maintenance requirements and problem solving procedures.
- B. Three notebook copies of the O & M manual are required along with one (1) electronic copy on CD, DVD, or flash drive.
- C. A laptop type computer shall be provided compatible with the PBB to accommodate local programming or re-programming of PBB. This item to include all cables required to mate with PBB.

3.6 DEMONSTRATION AND TRAINING

- A. Passenger boarding bridge operator training shall be provided to the Owner, by passenger boarding bridge manufacturer, at scheduled times during the installation. The Owner shall set the training schedule.
- B. Provide instruction of designated Owner personnel in proper use, operation, and daily maintenance of the passenger boarding bridge prior to date of acceptance.
- C. Demonstrate that control systems and all operations are functioning properly.



Gate 6

Gate 2

Gate 1

EXISTING PBB LOCATIONS (To be Replaced)



Gate 1



Gate 2



Gate 6





Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 01/18

85-8012646249C-9	10/31/2022	10/31/2027	COUNTY GOVERNMENT
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

PANAMA CITY BAY COUNTY AIRPORT
AND INDUSTRIAL DISTRICT
6300 W BAY PKWY STE A
PANAMA CITY FL 32409-1148

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



Important Information for Exempt Organizations

DR-14
R. 01/18

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions about your exemption certificate, please call Taxpayer Services at 850-488-6800. The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

PANAMA CITY BAY COUNTY AIRPORT
AND INDUSTRIAL DISTRICT
6300 W BAY PKWY STE A
PANAMA CITY FL 32409-1148