



# HILLSBOROUGH COUNTY AVIATION AUTHORITY

PART 1 CONTRACT FOR DESIGN-BUILD SERVICES

BETWEEN

HILLSBOROUGH COUNTY AVIATION AUTHORITY

AND

MANHATTAN CONSTRUCTION COMPANY

PROJECT NO. 8315 20

MONORAIL SYSTEM DECOMMISSIONING AND  
MOVING WALKWAY INSTALLATION

DATED: JUNE 4, 2020

CONTRACT BETWEEN  
OWNER AND DESIGN-BUILDER

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## PART 1 CONTRACT

This Part 1 Contract (Contract) for design-build services is made and entered into this 4th day of June, 2020 by and between the Hillsborough County Aviation Authority, a public body corporate under the laws of the State of Florida, hereinafter referred to as the "Owner," and Manhattan Construction Company, an Oklahoma Corporation, authorized to do business in the State of Florida, hereinafter referred to as the "Design-Builder".

For the following Project:

Monorail System Decommissioning and Moving Walkway Installation

Project No. 8315 20

The architectural/engineering services described in Article 1 will be provided contractually through the Design-Builder by the following person or entity who is lawfully licensed to practice architecture/engineering:

C&S Engineers, Inc.

Normal civil, structural, mechanical and electrical engineering services will be provided contractually through the Design-Builder as indicated below:

Voltair Consulting Engineers, Inc.

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

### TERMS AND CONDITIONS

#### **ARTICLE 1 DESIGN-BUILDER**

##### **1.1 SERVICES**

1.1.1 Conceptual, schematic, design development, and construction documents, budget, and schedule comprise the services required to accomplish the preparation and submission of the Design-Builder's Guaranteed Maximum Price (GMP) Proposal, as well as the preparation and submission of any modifications to the GMP Proposal prior to execution of the Part 2 Contract.

##### **1.2 RESPONSIBILITIES**

1.2.1 The services that the Design-Builder will provide to the Owner under this Contract will be as follows, and in general accordance with the Owner's Request for Qualifications

dated October 30, 2019 entitled "Request for Qualifications for Monorail System Decommissioning and Moving Walkway Installation", which is incorporated by reference herein, and the Design-Builder's fee and scope proposal dated May 22, 2020, entitled "Monorail System Decommissioning and Moving Walkway Installation, Scope of Work Project No. 8315 20," which is attached hereto and incorporated by reference herein. In the event of any conflicts between this Contract and any other documents, the precedence in resolving such conflicts will be as follows:

- 1.2.1.1 This Contract
- 1.2.1.2 Design-Builder's fee and scope proposal
- 1.2.1.3 The Owner's Request for Qualifications
- 1.2.1.4 Relevant portions of the Design-Builder's response to Request for Qualifications

1.2.2 All design services provided by or through Design-Builder pursuant to this Contract must be performed by qualified design professionals (Designer). The contractual obligations of such professional persons or entities are undertaken and performed in the interest of the Design-Builder. Design-Builder designates Paul Dorsey, whose business address is 5840 W. Cypress Street, Suite A, Tampa, FL, 33607, to serve as the Project Director. The Project Director will be authorized and responsible to act on behalf of the Design-Builder with respect to directing, coordinating and administering all aspects of the services to be provided and performed under this Contract. Design-Builder designates J. Michael Miller, whose title is Operations Manager, whose business address is 5840 W. Cypress Street, Suite A, Tampa, FL, 33607, and who will have full authority to bind and obligate the Design-Builder on all matters arising out of or relating to this Contract. The Design-Builder agrees that the Project Director will devote whatever time is required to satisfactorily manage the services to be provided and performed by the Design-Builder hereunder. Any replacement of the Project Director will be subject to the prior approval and acceptance of the Owner.

1.2.3 The agreements between the Design-Builder and the persons or entities identified in this Contract as providing architectural and engineering services, and any subsequent modifications thereto, must be in writing. These agreements, including financial arrangements with respect to this Project, must be promptly and fully disclosed to the Owner upon request and must have met all requirements for openness and a non-restrictive solicitation process. Though the contractual obligations of such professional persons or entities are undertaken and performed in the interest of the Design-Builder, it is expressly acknowledged and agreed by Design-Builder that Owner will be identified as an intended third party beneficiary of the agreements between Design-Builder and the design professionals.

1.2.4 Construction budgets must be prepared by qualified professionals, cost estimators or contractors retained by and acting in the interest of the Design-Builder.

- 1.2.5 The Design-Builder will be responsible to the Owner for acts and omissions of the Design-Builder's employees, subcontractors and their agents and employees, and other persons, including the Designer and other design professionals, performing any portion of the Design-Builder's obligations under this Contract.
- 1.2.6 Prior to the termination of the services of the Designer or any other design professional designated in this Contract, the Design-Builder will identify to the Owner in writing another design professional, with respect to whom the Owner has no reasonable objection, who will provide the services originally to have been provided by the Designer or other design professional whose services are being terminated.
- 1.2.7 If the Design-Builder believes or is advised by the Designer or by another design professional retained to provide services on the Project that implementation of any instruction received from the Owner would cause a violation of any applicable law, the Design-Builder must promptly notify the Owner in writing. Neither the Design-Builder nor the Designer will be obligated to perform any act which violates any applicable law.
- 1.2.8 Nothing contained in this Contract will create a contractual relationship between the Owner and any person or entity other than the Design-Builder, except for the third party beneficiary obligation set forth in Paragraph 1.2.3 above.
- 1.2.9 Press releases or other specialized publicity documents, including the Design-Builder's advertising and news bulletins, which are related to this Contract and are intended by the Design-Builder for the press, broadcasting, or television, will be drawn up in consultation with the Owner. Except as otherwise required by law or regulation, the Design-Builder will not release or distribute any materials or information relating to this Contract or containing the name of the Owner or any of its employees without prior written approval by an authorized representative of the Owner. Design-Builder shall incorporate the terms of this provision into all of its contracts, subcontracts and other agreements of any tier and require all contractors, consultants, subcontractors and subconsultants to similarly incorporate the terms of this provision in their agreements.
- 1.2.10 During the duration of this Project, other construction and/or design-build projects will be underway at Tampa International Airport. It will be the responsibility of the Design-Builder to coordinate its work with these other projects. Any problems with such coordination will be brought to the attention of the Owner who will direct the affected parties accordingly.
- 1.2.11 The Design-Builder is required to hire a qualified consultant for the design phase of the Project.

### **1.3 BASIC SERVICES**

1.3.1 The Basic Services to be performed must commence on the date established in an executed work order and must be completed in accordance with Design-Builder's fee and scope proposal. Work orders are intended to be discrete working documents that will provide, in summary form, the background and factual context within which a particular work element or series of work elements will be completed by the Design-Builder. Each work order will include a scope of services, level of effort and related costs. Work orders will be construed to be in addition to, supplementary to, and consistent with the provisions of the Design-Builder's fee and scope proposal. Upon request by the Owner, Design-Builder will prepare and submit a work order to the Owner for review and approval. Work order forms will be provided by the Owner along with a detailed outline of design deliverables. Contracts involving multiple project numbers or airport locations will require work orders to identify basic services and reimbursement expense amounts per project and/or location. Supporting backup of the work classification, raw rates, overhead and weighted rate calculation will be submitted in Excel format when the work order is submitted.

1.3.2 The Design-Builder will provide a preliminary evaluation of the Owner's Project and Project budget requirements, each in terms of the other.

1.3.3 The Design-Builder will visit the Project site, become familiar with the local conditions, and correlate observable conditions with the requirements of the Owner's Project, schedule, and budget.

1.3.4 The Design-Builder will review laws applicable to design and construction of the Project, correlate such laws with the Owner's Project requirements and advise the Owner if any Project requirement may cause a violation of such laws. Necessary changes to the Owner's Project will be accomplished by appropriate written modification or disclosed as described in Paragraph 1.3.6. For the plans, specifications, construction contract documents, and any and all other engineering, construction and contractual documents produced by the Design-Builder, the Design-Builder will certify that:

1.3.4.1 The plans, specifications, construction contract documents, and any and all other engineering, construction and contractual documents shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.

1.3.4.2 The plans, specifications, construction contract documents, and any and all other engineering, construction and contractual documents shall be consistent with the intent of the Project as defined in the FDOT Public Transportation Grant Agreement.

- 1.3.4.3 A review of the certification requirements listed in Section B.2. of Exhibit E of the FDOT Public Transportation Grant Agreement and a determination as to their applicability to this Project is performed.
- 1.3.4.4 The plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.
- 1.3.5 The Design-Builder will comply fully with all applicable federal, state, county, municipal and other governmental laws, executive orders, wage, hour and labor, equal employment opportunity, disadvantaged business enterprises, pollution control and environmental regulations, applicable national and local codes, Florida Department of Transportation (FDOT) Policies, Guidelines, Standards, Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly referred to as the "Florida Green Book"), Manual on Uniform Traffic Control Devices and requirements, FAA Advisory Circulars, and Owner's Rules and Regulations. Any projects with FDOT funding require the Design-Builder to comply with all applicable provisions of the FDOT Public Transportation Grant Agreement. The Design-Builder will obtain all necessary permits, pay all required charges, fees and taxes and otherwise perform these services in a legal manner. In the event that any construction occurs on FDOT right of way, the Design-Builder shall comply with all FDOT requirements contained in Exhibit C of the FDOT Public Transportation Grant Agreement.
- 1.3.6 The Design-Builder will review with the Owner alternative approaches to design and construction of the Project.
- 1.3.7 The Design-Builder will submit to the Owner for Owner's approval, the Design-Builder's plan for the competitive process the Design-Builder will use in obtaining subcontractor bids for the development of the GMP Proposal. The plan will include, but not be limited to, dates of subcontractor pre-bid meetings, bid submittal dates, analysis process of bids after receipt, subcontractors bid sheets by bid packages, determination of bids to be included in the GMP proposal and the dates the Design-Builder will meet with the Owner to review the subcontractor bids.
- 1.3.8 The Design-Builder will submit to the Owner for Owner's approval, the Design-Builder's plan for all self-performed Work on specific bid packages. The Design-Builder will detail how it will obtain competitive bids in addition to its own bid on those specific bid packages to ensure fairness and transparency once the bids are received and opened. The Design-Builder will also detail its analysis process of its own bids versus the subcontractor bids received.
- 1.3.9 The Design-Builder will submit to the Owner a GMP Proposal, including the final design documents, a statement of the proposed guaranteed maximum price and a proposed guaranteed completion date of the Work as defined in the Part 2 Contract.

Final design documents will consist of final construction design drawings, specifications or other documents sufficient to establish the size, quality and character of the entire Project including its architectural, structural, mechanical and electrical systems, and materials and such other elements of the Project as may be appropriate. Deviations from the Owner's Project will be disclosed and expressly highlighted in the GMP Proposal. If the GMP Proposal is accepted by the Owner, the parties will then execute the Part 2 Contract. Notwithstanding anything herein to the contrary, Owner reserves the absolute right, in its sole discretion, to reject the GMP Proposal and not execute the Part 2 Contract for any or no reason whatsoever, or to terminate this Contract in accordance with Article 8. In such event, all final design documents, including all Project Documents (as defined in Paragraph 3.1), will become the property of the Owner and Owner will be entitled to retain and use all such Project Documents as set forth in Paragraphs 3.1 and 8.5 herein.

1.3.10 The Design-Builder is required to provide all information and supporting documentation required to enable the Owner to receive or comply with any applicable state or federal grants.

1.3.11 When the Design-Builder considers that the whole work, or a portion thereof designated in the Part 2 Contract Documents for separate completion, is complete, the Design-Builder shall notify the Owner in writing of the completion of the portion or the whole of the construction; and for all design work that originally required certification by a professional engineer, this notification shall contain an Engineer's Certification of Compliance, signed and sealed by a professional engineer, the form of which is attached to the FDOT Public Transportation Grant Agreement. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans or specifications, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

#### **1.4 ADDITIONAL SERVICES**

1.4.1 The Additional Services described below will be provided by the Design-Builder and paid for by the Owner if authorized and confirmed in writing by the Owner.

1.4.1.1 Making revisions in the final design documents, budget or other documents when such revisions are not the result of the fault or neglect of the Design-Builder or anyone for whom the Design-Builder is responsible and are:

1.4.1.1.1 Inconsistent with approvals or instructions previously given by the Owner, including substantial revisions made necessary by adjustments in the Owner's Project or Project budget;



- 1.4.1.1.2 Due to substantial changes required as a result of the Owner's failure to render decisions in a timely manner.
- 1.4.1.2 Providing more extensive programmatic criteria than that furnished by the Owner as described in Paragraph 2.1 and other Contract Documents.
- 1.4.1.3 Providing such other design-build services that may be required for the successful completion of the Project not otherwise covered herein.

## **ARTICLE 2 OWNER**

### **2.1 RESPONSIBILITIES**

- 2.1.1 The Owner is the person or entity identified as such in this Contract and is referred to throughout the Contract Documents as if singular in number.
- 2.1.2 This Contract will be administered by the Owner's Chief Executive Officer or designee.
- 2.1.3 The Owner will provide full information in a timely manner, as requested by Design-Builder, regarding requirements for the Project, including a written plan which will set forth the Owner's objectives, schedule, constraints and criteria. The Owner will designate a representative authorized to act on the Owner's behalf with respect to the Project. The term "Owner" means Owner or Owner's other authorized representative(s) as notified by the Owner in writing.
- 2.1.4 The Owner will establish and update an overall budget for the Project, including reasonable contingencies. This budget will not constitute the Contract sum.
- 2.1.5 The Owner will render decisions pertaining to Project Documents submitted by the Design-Builder in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Design-Builder's services. The Owner may obtain independent review of the Project Documents by a separate architect, engineer, contractor, or cost estimator under contract to or employed by the Owner. Such independent review will be undertaken at the Owner's expense in a timely manner so as not to unreasonably delay the orderly progress of the Design-Builder's services. Design-Builder will ensure Owner is provided reasonably adequate time that permits Owner to render its decisions and conduct independent reviews of Project Documents in a timely manner.
- 2.1.6 Upon written request, the Owner will make available record documents and drawings in its possession, of which it is aware, for any existing buildings and/or facilities. To the extent known and in its possession, Owner will make available to the Design-

Builder prior to and during the performance of the Work record documents and Drawings pertaining to the existing buildings and/or facilities relative to this Project. Record documents and Drawings will not be considered a part of the Contract Documents. Owner does not warrant to the Design-Builder the accuracy or completeness of such record documents and Drawings and the Design-Builder will be solely responsible for all assumptions made in reliance thereupon. Record documents and Drawings are not warranted or intended to be complete depictions of existing conditions, nor do they necessarily indicate concealed conditions. The locations of electrical conduit, telephone lines and conduit, computer cables, FAA cables, storm lines, sanitary lines, irrigation lines, gas lines, mechanical apparatus and appurtenances, HVAC piping/ductwork and plumbing may only appear schematically, if at all, and the actual location of such equipment and lines is in many cases unknown.

- 2.1.7 The Owner will disclose, to the extent known, the results and reports of prior tests, inspections or investigations conducted for the Project involving: structural or mechanical systems; chemical, air and water pollution; hazardous materials; or other environmental and subsurface conditions. The Owner will disclose all information known to the Owner regarding the presence of pollutants at the Project site. The Owner does not warrant the accuracy or completeness of any such information and accepts no responsibility therefore and the Design Builder will be solely responsible for all assumptions made in reliance thereupon.
- 2.1.8 The Owner will furnish all legal, accounting and insurance counseling services as the Owner may require at any time for the Project, including such auditing services as are needed to verify the Design-Builder's applications for payment.
- 2.1.9 The Owner will promptly obtain easements, zoning variances, and legal authorizations regarding Project site utilization where essential to the execution of the Owner's Project.
- 2.1.10 Those services, information, surveys, and reports described in Paragraphs 2.1.6 through 2.1.9 which are within the Owner's control will be furnished at the Owner's expense and are not part of the Contract Documents. The Owner does not warrant or certify the accuracy or completeness of any services, information, surveys or reports.
- 2.1.11 The Owner may communicate with persons or entities employed or retained by the Design-Builder, unless otherwise instructed for reasonable cause not to do so in writing by the Design-Builder.

**ARTICLE 3**  
**OWNERSHIP AND USE OF DOCUMENTS AND ELECTRONIC DATA/RETENTION AND**  
**MAINTENANCE OF PUBLIC RECORDS**

- 3.1 Design-Builder acknowledges and agrees that all records, documents, drawings, notes, tracings, plans, specifications, maps, evaluations, reports and other technical data and electronic data, instruments of service (other than working papers), including but not limited to, all Architectural Works as defined by the federal Architectural Works Copyright Protection Act (whether hard copy or electronically stored), prepared, developed or furnished by Design-Builder or the design professional(s) employed or retained by the Design-Builder under this Contract (Project Documents) will be and remain the property of the Owner. Project Documents will be deemed to be works made for hire, and all right, title and interest in and to the Project Documents will be vested in Owner. Design-Builder will take all actions necessary to secure for Owner all such right, title and interest. Design-Builder warrants that all materials comprising the Project Documents are original with Design-Builder and have not been copied or derived from any other material without the express written consent of the owner, proprietor and/or copyright holder of that other material, and are not subject to any other claim of copyright by any other person. Design-Builder will obtain any and all licenses necessary for the production and preparation of the Project Documents including, without limitation, licenses for the use of any material subject to copyright by other parties. Design-Builder will assign to Owner any and all rights, including any copyrights, in the Project Documents that Design-Builder or the design professional(s) employed or retained by the Design-Builder on this Project may possess now or in the future, and Design-Builder and its design professional(s) will claim no rights adverse to Owner in the Project Documents. The Project as designed by Design-Builder under this Contract, may be reused or repeated by Owner at Owner's option or discretion at any time or times, including but not limited to, completion, addition, renovation, maintenance, reconstruction or remodeling of the Project and construction of new projects. Design-Builder hereby grants its consent to reuse of the Project Documents by Owner for any and all such purposes. The Design-Builder shall retain its rights to all standard elements contained within the design, including standard details, specifications, or other design materials generated and authorized by Design-Builder for its repeated, regular and ongoing use in plans, specifications, reports or other instruments of service for its clients. The Design-Builder will incorporate the terms of this Paragraph in all contracts with design professionals employed or retained by the Design-Builder to perform services on the Work covered by this Contract.
- 3.2 Submission or distribution of the Design-Builder's documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the rights reserved in Paragraph 3.1.
- 3.3 Chapter 119, Fla. Statutes Requirement

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

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

- a. Keep and maintain public records required by the Owner in order to perform the work contemplated by this Contract.
- b. Upon request from the Owner's custodian of public records, provide the Owner with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat. or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract.
- d. Upon completion of this Contract, keep and maintain public records required by the Owner to perform the work. Design-Builder shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Owner, upon request from the Owner's custodian of public records, in a format that is compatible with the information technology systems of the Owner.

#### **ARTICLE 4 TIME**

- 4.1 Time is of the essence. Services to be rendered by the Design-Builder will commence subsequent to the execution of this Contract by the effective date of an executed work order issued by the Owner. The Owner reserves the right to stop and start work or cancel or postpone any executed work order or portion thereof at any time with seven days written notice to Design-Builder. Any delay to Design-Builder resulting therefrom will be handled in accordance with Paragraph 4.4 below. Notwithstanding the same, time is of the essence with respect to the performance of this Contract.

- 4.2 Should the Design-Builder fail to commence, provide, perform or complete any material services to be provided in a timely and diligent manner, in addition to any other rights or remedies available to the Owner, the Owner, at its sole discretion and option, may withhold disputed payments due and owing to the Design-Builder until such time as the Design-Builder resumes performance of its obligations in such a manner so as to satisfy the Owner.
- 4.3 Upon the request of the Owner, the Design-Builder will prepare a schedule for the performance of the Basic and Additional Services which will not exceed the time limits contained in Design-Builder's fee and scope proposal referenced in Paragraph 1.2.1.2 and will include reasonably sufficient time required for the Owner's review and approval of submissions by authorities having jurisdiction over the Project.
- 4.4 If the Design-Builder is delayed in the performance of critical path services under this Contract through no fault of the Design-Builder, any applicable schedule will be adjusted. Design-Builder expressly acknowledges and agrees that it will receive no damages for delay. Design-Builder's sole remedy, if any, against Owner will be the right to seek an extension of time to the applicable schedule; provided, however, the granting of any such time extension will not be a condition precedent to the aforementioned "no damages for delay" provision. Design-Builder will incorporate the terms of this Paragraph into all of its subcontracts and subconsultant agreements and require all subcontractors and subconsultants to similarly incorporate such terms into their sub-subcontracts and sub-subconsultant agreements.

## **ARTICLE 5 PAYMENTS**

- 5.1 Refer to ARTICLE 9 - BASIS OF COMPENSATION for additional requirements.
- 5.2 Subsequent payments for Basic Services, Additional Services, and Reimbursable Expenses provided for in this Contract will be made monthly on the basis set forth in Article 9.
- 5.3 With the exception of the month of September, all applications for payment will be submitted to the Owner by the twenty-fifth of each month. In the event that the twenty-fifth of the month falls on a Saturday or Sunday or holiday, applications for payment are due the first business day prior to the twenty-fifth of that month. Payment will be made by the twenty-fifth of the following month. Applications for payment submitted more than 20 days prior to the twenty-fifth of the month will be rejected and returned. Due to the end of fiscal year financial closeout, September applications for payment will be submitted by September 19th, and in the event that the 19th falls on a Saturday or Sunday, applications for payment are due the first business day prior and subsequent payments will be made the second Friday of

October. Such applications for payment submitted more than 20 days prior to the second Friday of October will be rejected and returned.

5.4 The Design-Builder will submit to the Owner via the Records Management Department, two executed and notarized originals and two copies of an itemized Application for Payment prepared on a form supplied by the Owner. The Owner will approve, disapprove or adjust the Design-Builder's application for payment within seven days after receipt. The Owner will notify the Design-Builder in writing of any reasons for withholding payment in whole or in part. Except as noted above with respect to the September application for payment, Owner will make payment by the twenty-fifth of the following month in which the application for payment was submitted. In accordance with Florida Statute Sections 255.075 – 255.078, the Design-Builder will promptly pay each subcontractor or supplier upon receipt of the payment from the Owner. Payment to the Design-Builder will release the Owner from any liens or disputes between the Design-Builder and the Design-Builder's subcontractors.

5.5 Monthly payments to Design-Builder will in no way imply approval or acceptance of Design-Builder's work.

## **ARTICLE 6**

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

6.1 In connection with payments to the Design-Builder under this Contract, it is agreed the Design-Builder will maintain adequate records in accordance with generally accepted accounting practices. The Owner, FAA, Federal Highway Administration, FDOT, Florida Auditor General, Florida Inspector General, Florida Chief Financial Officer, and the Comptroller General of the United States, or any duly authorized representative of each, have the right to initiate and perform audits, inspections or attestation engagements or audit the Design-Builder's records for the purpose of determining payment eligibility under this Contract or over selected operations performed by Design-Builder under this Contract for the purpose of determining compliance with the Contract. Access will be to all of the Design-Builder's records, including books, documents, papers, and records of Design-Builder directly pertinent to this Contract, as well as records of parent, affiliate and subsidiary companies. If the records are kept at locations other than Tampa International Airport, Design-Builder will arrange for said records to be brought to a location convenient to Owner's auditors to conduct the engagement as set forth in this Article. Or, Company may transport Owner's team to Design-Builder headquarters for purposes of undertaking said engagement. In such event, Design-Builder will pay reasonable costs of transportation, food and lodging for Owner's team. Design-Builder agrees to deliver or provide access to all records requested by Owner's auditors within fourteen (14) calendar days of the request at the initiation of the engagement and to deliver or provide access to all other records requested during the engagement within seven (7) calendar days of each request. The parties recognize that Owner will incur additional

- costs if records requested by Owner's auditors are not provided in a timely manner and that the amount of those costs is difficult to determine with certainty. Consequently, the parties agree that Design-Builder may be charged a liquidated damage of \$100.00, in addition to all other contractual financial requirements, per item, per calendar day, for each time Design-Builder is late in submitting requested records to perform the engagement. Accrual of liquidated damages will continue until specific performance is accomplished. These liquidated damages are not an exclusive remedy and Owner retains its rights including but not limited to its rights to elect its remedies and pursue all legal and equitable remedies. The parties expressly agree that these liquidated damages are not a penalty and represent reasonable estimates of fair compensation for the losses that reasonably may be anticipated from such failure to comply.
- 6.2 In the event the Design-Builder maintains its accounting or Project information in electronic format, upon request by the Owner's auditors, the Design-Builder will provide a download of its accounting or Project information in an electronic format allowing formatting, reading and manipulation in Microsoft Office products.
- 6.3 The Owner has the right during the engagement to interview the Design-Builder's employees and subconsultants, make photocopies, and inspect any and all records at reasonable times. The right to initiate an engagement will extend for six years after the completion date of the Work, or six years after the termination of this Contract, whichever occurs later.
- 6.4 In the event the Design-Builder has overcharged the Owner for direct and reimbursable expenses, the Design-Builder will re-pay the Owner the amount of the overcharge, and the Owner may assess interest of up to 12% per year on the overcharge from the date the overcharge occurred. In addition, if the Design-Builder has overcharged the Owner by more than 3% of the gross direct and reimbursable amount, the Owner may assess and the Design-Builder will pay for the entire cost of the audit.
- 6.5 The Design-Builder will include a provision providing the Owner the same rights to perform engagements at the subconsultant and subcontractor level in all of its subconsultant and subcontract contracts entered into by Design-Builder to effect Project completion.
- 6.6 Approvals by Owner's staff for any services not included in this Contract do not act as a waiver or limitation of the Owner's right to perform audits, inspections, or attestation engagements.
- 6.7 The Design-Builder agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

**ARTICLE 7  
DISPUTE RESOLUTION**

**7.1 CLAIMS AND DISPUTES**

- 7.1.1 A claim is a written demand or assertion by one of the parties seeking, as a matter of right, an adjustment or interpretation of this Contract, payment of money, extension of time or other relief with respect to the terms of this Contract. The term claim also includes other matters in question between the Owner and Design-Builder arising out of or relating to this Contract. The responsibility to substantiate claims will rest with the party making the claim.
- 7.1.2 If for any reason the Design-Builder believes that additional cost or Contract time is due to the Design-Builder for work not clearly provided for in this Contract, or previously authorized changes in the work, the Design-Builder must notify the Owner in writing within the required ten calendar day notice period of its intention to claim such additional cost or Contract time. The Design-Builder must maintain strict accounting of all actual cost and/or time associated with the claim, in such detail as may be required by Owner. The failure to give proper notice as required herein will constitute a waiver of said claim.
- 7.1.3 Written notice of intention to claim must be made within ten calendar days after the claimant first recognizes the condition giving rise to the claim or before the Work begins on which the Design-Builder bases the claim, whichever is earlier.
- 7.1.4 When the Work on which the claim for additional cost or Contract time is based has been completed, the Design-Builder will, within ten calendar days, submit Design-Builder's written claim, together with all supporting documentation required by Owner, to the Owner. Such claim by the Design-Builder, and the fact that the Owner has kept strict accounting of the actual cost and/or time associated with the claim, will not in any way be construed as proving or substantiating the validity of the claim.
- 7.1.5 Pending final resolution of a claim, unless otherwise agreed in writing, the Design-Builder will proceed diligently, as directed by Owner, with performance of this Contract and maintain effective progress to complete the Work within the Contract time(s) set forth in the Contract Documents.
- 7.1.6 The acceptance of final payment by Design-Builder will constitute a waiver of all claims except those that are expressly identified as still pending in writing in the Design-Builder's final Application for Payment.
- 7.1.7 Final payment for this Contract by Owner does not constitute a waiver of Owner's rights arising from:



- 7.1.7.1 Latent defects;
- 7.1.7.2 Terms of special warranties required by the Contract Documents;
- 7.1.7.3 Failure of the Work to comply with the requirements of the Contract Documents;
- 7.1.7.4 Claims, security interests or encumbrances arising out of this Contract and unsettled.

## **7.2 RESOLUTION OF CLAIMS AND DISPUTES**

The following shall occur as a condition precedent to the Owner's review of a claim unless waived in writing by the Owner:

- 7.2.1 **Project Representatives' Meeting:** Within five days (5) after a dispute occurs, the Design-Builder's senior project management personnel who have authority to resolve the dispute shall meet with the Owner's project representative who has authority to resolve the dispute in a good faith attempt to resolve the dispute. If a party intends to be accompanied at a meeting by legal counsel, the other party shall be given at least three (3) working days' notice of such and also may be accompanied by legal counsel. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of rules of evidence.
- 7.2.2 **Management Representatives' Meeting:** If the Project Representatives' Meeting fails to resolve the dispute or if they fail to meet, a senior executive for the Design-Builder and for the Owner, neither of which have day to day Project management responsibilities, shall meet, within ten days (10) after a dispute occurs, in an attempt to resolve the dispute and any other identified disputes or any unresolved issues that may lead to dispute. If a party intends to be accompanied at a meeting by legal counsel, the other party shall be given at least three (3) working days' notice of such and also may be accompanied by legal counsel. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of rules of evidence.
- 7.2.3 Following the Project Representatives' Meeting and the Management Representatives' Meeting, the Owner will review the Design-Builder's claims and may (1) request additional information from the Design-Builder which will be immediately provided to Owner, or (2) render a decision on all or part of the claim. The Owner will notify the Design-Builder in writing of the disposition of the claim within 21 days following the receipt of such claim or receipt of additional information requested.

- 7.2.4 If the Owner decides that the work relating to such claim should proceed regardless of the Owner's disposition of such claim, the Owner will issue to the Design-Builder a written directive to proceed. The Design-Builder will proceed as instructed.
- 7.2.5 If any claim is made pursuant to this Contract, the Design-Builder will provide, at the Owner's request, all documents in support of the claim. If the Owner requests to review the Project Documents and the Design-Builder fails to provide them in a timely manner or has failed to preserve them, the claim by the Design-Builder will be deemed waived.
- 7.2.6 Documents in support of the claim referred to in this Article may be subject to an independent audit by the Owner. In the event the audit supports the Design-Builder's claim, the Owner will pay for the audit. In the event the audit does not support the Design-Builder's claim, the Design-Builder will pay for the audit.
- 7.2.7 The exclusive venue for any action initiated by either party associated with a claim or dispute will be in the appropriate State Court in and for the 13<sup>th</sup> Judicial Circuit for Hillsborough County, Florida or the U.S. District Court in the Tampa Division of the Middle District of Florida.

## **ARTICLE 8 TERMINATION OF THE CONTRACT**

- 8.1 This Contract may be terminated by the Owner with or without cause upon at least seven days written notice to the Design-Builder. Upon termination of this Contract there will be no further duty or obligation with regard to a Part 2 Contract.
- 8.2 In the event of termination by Owner without cause, the Design-Builder will be entitled to receive compensation for that portion of the cost attributable to the services and reimbursable expenses under this Contract earned through the date of termination. In addition, the Design-Builder is entitled to receive compensation for direct, out-of-pocket termination expenses. However, as a prerequisite to receiving such termination expenses, the Design-Builder is required to include language regarding entitlement to compensation for costs attributable to services, reimbursable expenses and out-of-pocket expenses in all purchase orders, subcontracts and other agreements it enters into to effectuate completion of this Contract. The Design-Builder will not be entitled to any further or additional compensation from the Owner, including but not limited to, damages or lost or anticipated profits on portions of the Work not performed.
- 8.3 In the event of termination for cause, the Owner may retain all payments due to the Design-Builder at the date of termination until all of the Owner's damages have been established and deducted from payments due. To the extent Owner's damages exceed the payments due Design-Builder, such excess will be paid by Design-Builder to Owner

within ten days of Owner's written demand for same to Design-Builder. Any payments due will be payable to the Design-Builder.

- 8.4 Upon 30 days written notice to Owner, the Design-Builder may terminate this Contract only if the Design-Builder is not in default of any material term, provision, or covenant of this Contract, and only upon or after the occurrence of the inability of Design-Builder to perform work for a period of longer than 90 consecutive days due to war, terrorism, or the issuance of any order, rule or regulation by a competent governmental authority or court having jurisdiction over the Owner preventing Design-Builder from operating its business for a period of longer than 90 consecutive days; provided, however, that such inability or such order, rule or regulation is not due to any material fault or negligence of Design-Builder.
- 8.5 In the event this Contract is terminated or in the event that a Part 2 Contract is not executed, Owner will be entitled to retain and use all Project Documents furnished or prepared by or for the Design-Builder or design professionals employed or retained by the Design-Builder as set forth in Paragraph 3.1.
- 8.6 In the event the Owner terminates Design-Builder for cause pursuant to this Article 8 and it is later determined that such termination was not proper or such termination right was not otherwise available to the Owner, such termination will be deemed a termination without cause and Design-Builder's rights and remedies will be limited to those set forth in Paragraph 8.2 above.
- 8.7 In the event of termination, the Design-Builder consents to Owner's selection of a successor design-builder of the Owner's choice to assist the Owner in completing the Project, provided that (1) for a termination for cause, the Owner exercises its rights in good faith, and (2) for any termination for convenience, the Owner makes all payments due to Design-Builder under this Contract. The Design-Builder further agrees to cooperate and provide any information reasonably requested by the Owner in connection with the completion of the Project and consents to and authorizes the making of any reasonable changes to the Design-Builder's instruments of service by the Owner and successor design builder as the Owner may desire. In the event that the Design-Builder is terminated and a successor design-builder is employed to complete the Project, the Design-Builder shall not be liable for the successor design-builder's work. However, the Design-Builder remains liable under this Contract for all its acts and omissions up to and including the date of termination and subsequent provision of any information required to be provided under this provision.

## **ARTICLE 9 BASIS OF COMPENSATION**

- 9.0 The Owner will compensate the Design-Builder for services rendered under this Contract, as described in Attachment 1.

The amount for the performance of Basic Services required under this Contract and costs identified as reimbursable expenses will be in a not to exceed amount of Two Million Two Hundred Eighty Eight Thousand Forty Eight and No One Hundredth Dollars (\$2,288,048.00), which includes all fees for subconsultants.

## **9.1 COMPENSATION FOR BASIC SERVICES**

9.1.1 For Basic Services, compensation will be as follows:

For services performed under Article 1 hereof, total compensation to the Design-Builder will be based upon work completed and supported by monthly progress reports submitted to the Owner.

9.1.2 Upon receipt of payment from the Owner, the Design-Builder will promptly pay each licensed design professional and each subcontractor out of the amount paid to the Design-Builder, for such licensed design professional's and subcontractor's portion of the Work. The amount to which said licensed design professional and subcontractor is entitled should reflect percentages actually retained from payments to the Design-Builder on account of such licensed design professional's and subcontractor's portion of the work. The Design-Builder will, by appropriate contract with each licensed design professional and each subcontractor, require each licensed design professional and each subcontractor to make payments to their respective subconsultants and sub-subcontractors in a similar manner.

9.1.3 The Design-Builder agrees to pay each subcontractor under this Contract for satisfactory performance of its contract no later than 10 days from the receipt of each payment the Design-Builder receives from the Owner. The Design-Builder agrees further to release retainage payments to each subcontractor within 10 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written notice to the Owner. This clause applies to both DBE and non-DBE subcontractors.

9.1.4 Invoiced amounts will be based on the lesser of actual or agreed upon Design-Builder's, design professionals' and subconsultants' hourly billing rates included in their submitted and agreed upon rate tables. The hourly billing rates will be multiplied by their actual time billed to the Project as substantiated by backup acceptable to the Owner and supported by monthly progress reports. The rate tables will include the Design-Builder's, design professionals' and subconsultants' following:

9.1.4.1 Most recent audited overhead rates or agreed upon overhead rates;

9.1.4.2 Employee's raw labor rates or agreed upon labor rates;

9.1.4.3 Negotiated profits; and

9.1.4.4 Agreed upon hourly billing rates.

The Design-Builder, at its sole discretion, may submit invoices with hourly billing rates that are less than the agreed upon hourly billing rates. The Owner will pay the Design-Builder for the lesser of actual, agreed upon or billed hourly billing rates of the Design-Builder, design professionals and subconsultants.

The actual hourly billing rate will be comprised of the employee's raw rate, the agreed upon overhead rate, and the negotiated profit.

- 9.1.5 Invoiced amounts for multiple projects or multiple locations must be identified per project and/or location.
- 9.1.6 All subconsultant and subcontractor contracts must be submitted at time of billing. Subconsultant and subcontractor contracts must include a provision providing the Owner the same rights to audit all of Design-Builder's subconsultant and subcontractor contracts entered into by the Design-Builder to effect Project completion.
- 9.1.7 A Rate & Hour Verification form (PD84) based on the agreed upon rate tables in Excel format listing the employee's name, employee's classification and employee's raw rate must be submitted with the Design-Builder's invoice submittal. If there are changes such as new employees, new classification or new raw rate, then an updated rate table spreadsheet in Excel format is required to be submitted. Changes to the agreed upon rate tables must be indicated on the PD 84 and must be approved by the Owner.
- 9.1.8 Basic services invoices that are submitted with a Design-Builder's invoice that are older than 90 days before the submission date may be reimbursed in the sole discretion of the Owner.
- 9.1.9 Timesheets are required as supporting backup for all basic services invoice amounts. Hours billed must be clearly identified.
- 9.1.10 Overtime for all basic services must be pre-approved by the Owner.
- 9.1.11 Basic services must be organized using standard separators to identify the basic services being billed.
- 9.1.12 Rebalancing between tasks or fees must be requested with the first overage billing, along with an explanation for the overage and confirmation that the total Contract amount will not be exceeded. Proposed supporting sheets are to be submitted at the request for rebalancing.
- 9.1.13 All permit requirements, acceptable deliverables and badges are required to be submitted seven days before submission of a final professional service invoice.

9.1.14 If deficiencies are found, a standard deficiency e-mail will be sent to the Design-Builder to resolve. Design-Builder will have one business day to resolve such deficiency. If the deficiency is not resolved within that time, the Design-Builder's invoice will be returned.

9.1.15 Owner has the right to withhold payment for amounts in dispute in any invoice. All undisputed amounts in any invoice shall be paid in accordance with applicable law and this Contract.

## **9.2 COMPENSATION FOR ADDITIONAL SERVICES**

9.2.1 The compensation for Additional Services under this Contract will be on the basis of the scope of work and in the amount of fees set forth in a written request of the Owner, which will have resulted from negotiation of the scope and the fees prior to such request of the Owner.

## **9.3 REIMBURSABLE EXPENSES**

9.3.1 Reimbursable expenses will be supported by submitted and approved invoices.

9.3.2 The Design-Builder will be reimbursed at cost for all expenses in an amount not to exceed the maximum reimbursable amount. As specified hereinafter, the Design-Builder's reimbursable expenses will include only:

9.3.2.1 The cost of securing a geotechnical engineering firm which will perform all soils and sub-surface investigations, tests, reports and recommendations required for the design of the Project.

9.3.2.2 The cost of boundary surveys, topographic surveys, land surveys, establishment of boundary and monuments, field surveys, photogrammetry, control staking and related office computations and drafting.

9.3.2.3 The cost of outside special consultants to advise and assist Design-Builder throughout the Project.

9.3.2.4 The actual cost of reproduction and distribution of review plans and specifications and the Project Documents required for the securing of bids or quotes for the assigned Work and for the use of the Design-Builder, subcontractors, testing laboratories, and others having the need for such documents during this Contract.

9.3.2.5 All costs for long distance telephone calls, postage and overnight express delivery and couriers related to the Project.

- 9.3.2.6 Expenses for parking at Tampa International Airport and transportation related to the Project outside of Hillsborough, Pinellas and Pasco Counties, including airplane and automobile travel; and the cost of meals and lodging in the event overnight travel related to the Project is required. All travel expenses will be reimbursed upon submitted receipts or as agreed upon in the travel plan. Only travel expenses incurred in the performance of the Work are reimbursable. The most efficient and economical means of transportation is required. All travel must be pre-approved by the Owner. Travel included in Attachment 1, Fee and Scope Proposal is to be considered approved by execution of this Contract. Any additional travel will require pre-approval by the Owner. Employee expense sheets are required as well as supporting originals or legible copies of all receipts.
- 9.3.2.7 Materials for renderings, study models, film and processing expenses.
- 9.3.2.8 The costs of all required review fees required by and paid to agencies having jurisdiction. This does not include impact or development fees paid directly by the Owner or building permit fees paid by the Design-Builder.
- 9.3.2.9 Invoiced amounts for multiple projects or multiple locations must be identified per project and/or location.
- 9.3.2.10 All subconsultant signed contracts must be submitted at time of billing. Subconsultant contracts must include a provision providing the Owner the same rights to audit at the subconsultant level in all of its subconsultant contracts executed to effect Project completion.
- 9.3.2.11 Receipts/Invoices that are submitted with a professional service invoice that are older than 90 days before the submission date may be reimbursed in the sole discretion of the Owner.
- 9.3.2.12 Mileage within the Tri-County Area (Hillsborough, Pinellas, Pasco) will not be reimbursed. Mileage is part of travel which must be pre-approved by the Owner.
- 9.3.2.13 Original or legible copies of receipts/invoices that have not been altered are required for reimbursement. Receipts/Invoices must be identified by employee and employer, and include justification of expense.
- 9.3.2.14 Equipment purchased for and paid by the Owner must be identified when being paid so that an Asset Tag can be attached to that equipment. A detail listing in Excel format must be submitted with the invoice when equipment is purchased.

- 9.3.2.15 The following expenses shall not be reimbursable:
- 9.3.2.15.1 Purchases of alcohol.
  - 9.3.2.15.2 Meals for Owner or local consultant staff members.
  - 9.3.2.15.3 Unreasonable photocopying costs or any photocopying costs for administrative and billing work.
  - 9.3.2.15.4 Clerical, secretarial or general administrative time with the exception of technical typing of specifications or technical reports and personnel assigned to Design-Builder's field office.
  - 9.3.2.15.5 Computer system time for any design or administrative work.
  - 9.3.2.15.6 Interest expenses.
  - 9.3.2.15.7 Any type of markup over the actual cost of any item otherwise reimbursable, unless specifically agreed to elsewhere.
  - 9.3.2.15.8 Expendable supplies unless authorized in advance by the Owner.
  - 9.3.2.15.9 Entertainment and personal expenses of any kind.
  - 9.3.2.15.10 Costs incurred by the Design-Builder as a result of, or to cure, any breach or violation of this Contract.
  - 9.3.2.15.11 Any part of the Design-Builder's capital expenses.
  - 9.3.2.15.12 Amounts required to be paid by Design-Builder for federal, state or local income or franchise taxes.
  - 9.3.2.15.13 Costs of subconsultants not pre-approved in writing by Owner.
  - 9.3.2.15.14 Costs to comply with Article 6.
  - 9.3.2.15.15 Unless pre-approved in writing by the Owner, time spent in travel.
- 9.3.2.16 No front loading on Progress Payments is allowed. Progress Payments are limited to the actual invoiced amounts.
- 9.3.2.17 Reimbursable expenses must be presented as a package organized in the



following manner: Reimbursement Tracking Form, Reimbursement Matrix Sheet, actual invoices identifying item numbers and the matrix identifier as it appears on the Reimbursement Matrix Sheet and Reimbursement Tracking Form. This package should be secured by a clip or staple. The Reimbursement Tracking Form is required to be submitted electronically in Excel format, as is the supporting documentation for the submitted Design-Builder's Invoice.

- 9.3.2.18 Rebalancing between tasks or fees must first be requested with the first overage billing, along with an explanation for the overage and confirmation that the total contract amount will not be exceeded. Proposed supporting sheets are to be submitted at the request for balancing.
- 9.3.2.19 All permit requirements, acceptable deliverables and badges are required to be submitted seven days before submission of a final Design-Builder's invoice.
- 9.3.2.20 If deficiencies are found, a standard deficiency e-mail will be sent to the Design-Builder to resolve within 24 hours. If the deficiency is not resolved within that time, the Design-Builder's invoice will be returned.

#### **9.4 INVOICES AND RECORDS**

- 9.4.1 Invoices for services must be submitted by the twenty-fifth of each month. Invoices, verified to the satisfaction of the Owner, will be paid by the twenty-fifth of the following month. The Design-Builder will submit with each invoice two originals and two copies of a detailed accounting of the value of Work performed to date by certified Woman and Minority Business Enterprises (W/MBE). This accounting will include the names and addresses of W/MBEs that have participated, a description of the work each named W/MBE has performed and the value of work performed by each named W/MBE. Whenever compensation is paid to the Design-Builder on a reimbursable basis, records as to the direct expense must be kept on a generally accepted accounting basis and must be submitted with each invoice to the Owner. In addition, the Design-Builder will submit with each invoice a detailed accounting of the value of Work performed to date by their design professionals and subcontractors. This accounting will include the names and addresses of their design professionals and subcontractors that have participated, a description of the work each named design professional and subcontractor has performed and the value of work performed by each named design professional and subcontractor.
- 9.4.2 If the scope of the Project is changed materially, the amount of compensation may be equitably adjusted, if requested in writing, by either the Owner or the Design-Builder.
- 9.4.3 The Design-Builder will maintain a detailed, itemized, electronic spreadsheet to include identifiable references to the actual expense, in a format allowing readership

in Microsoft Office products, of all reimbursable expenses submitted with each application for payment.

- 9.4.4 Whenever compensation is paid to the Design-Builder on a reimbursable basis, records as to the direct expense will be kept on a generally recognized accounting basis and will be submitted with each invoice.
- 9.4.5 Any compensation paid pursuant to a not-to-exceed amount will constitute full payment for all costs including, but not limited to, employee benefits, overhead, general administrative costs, profit and all other unallocated expenses.
- 9.4.6 The Design-Builder agrees to pay each subcontractor under this Contract for satisfactory performance of its agreement no later than 10 days from the receipt of each payment the Design-Builder receives from the Owner. The Design-Builder agrees further to release retainage payments to each subcontractor within 10 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written notice to the Owner. This clause applies to both W/MBE and non-W/MBE subcontractors.
- 9.4.7 With each invoice, the Design-Builder will submit an electronic Excel spreadsheet with an updated cash flow projection from the current invoice period through the end of the Project.

## **ARTICLE 10 INSURANCE REQUIREMENTS**

- 10.1 The provisions of Attachment 2 - INSURANCE REQUIREMENTS are incorporated by reference into this Contract.
- 10.2 The Design-Builder will comply with the insurance requirements and coverage limits detailed in Attachment 2 - INSURANCE REQUIREMENTS. Such insurance will protect the Owner and Design-Builder from claims which may arise out of or result from operations under this Contract by the Design-Builder, by a subcontractor of the Design-Builder, by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable.
- 10.3 Pursuant to Fla. Stat. Section 255.0517(2)(d), nothing contained herein prohibits the Design-Builder or subcontractor from purchasing any additional insurance coverage that the Design-Builder or subcontractor believes is necessary for protection against any liability arising out of the contract. However, in the event that the Design-Builder or subcontractor elects to purchase additional insurance, the cost of any additional insurance procured by the Design-Builder or subcontractor must be disclosed to the Owner.

**ARTICLE 11  
INDEMNITY**

11.1 To the maximum extent permitted by Florida law, in addition to Design-Builder's obligation to provide pay for and maintain insurance as set forth elsewhere in this Contract, Design-Builder will indemnify and hold harmless the Owner, its members, officers, agents, employees, and volunteers from any and all liabilities, suits, claims, procedures, liens, expenses, losses, costs, royalties, fines and damages (including but not limited to claims for attorney's fees and court costs) caused in whole or in part by the:

1. Presence on, use or occupancy of Owner property;
2. Acts, omissions, negligence (including professional negligence and malpractice), errors, recklessness, intentional wrongful conduct, activities, or operations;
3. Any breach of the terms of this Contract;
4. Performance, non-performance or purported performance of this Contract;
5. Violation of any law, regulation, rule, order, decree, Advisory Circular or ordinance;
6. Infringement of any patent, copyright, trademark, trade dress or trade secret rights; and/or
7. Contamination of the soil, groundwater, surface water, storm water, air or the environment by fuel, gas, chemicals or any other substance deemed by the Environmental Protection Agency or other regulatory agency to be an environmental contaminant.

by the Design-Builder or the Design-Builder's officers, employees, agents, volunteers, subcontractors, invitees, or any other person directly or indirectly employed or utilized by the Design-Builder, whether the liability, suit, claim, lien, expense, loss, cost, fine or damages is caused in part by an indemnified party. This indemnity obligation expressly applies, and shall be construed to include, any and all claim(s) caused in part by the negligence, acts, or omissions of the Owner, its members, officers, agents, employees, and volunteers.

11.2 In addition to the duty to indemnify and hold harmless, Design-Builder will have the separate and independent duty to defend the Owner, its members, officers, agents, employees, and volunteers from all suits, claims, proceedings or actions of any nature seeking damages, equitable or injunctive relief, liens, expenses, losses, costs, royalties, fines, attorney's fees or any other relief in the event the suit, claim, or action of any nature arises in whole or in part from the:

1. Presence on, use or occupancy of Owner property;
2. Acts, omissions, negligence (including professional negligence and malpractice), errors, recklessness, intentional wrongful conduct, activities, or operations;
3. Any breach of the terms of this Contract;
4. Performance, non-performance or purported performance of this Contract;

5. Violation of any law, regulation, rule, order, decree, Advisory Circular or ordinance;
6. Infringement of any patent, copyright, trademark, trade dress or trade secret rights; and/or
7. Contamination of the soil, groundwater, surface water, storm water, air or the environment by fuel, gas, chemicals or any other substance deemed by the Environmental Protection Agency or other regulatory agency to be an environmental contaminant

by the Design-Builder or the Design-Builder's officers, employees, agents, volunteers, subcontractors, invitees, or any other person directly or indirectly employed or utilized by the Design-Builder regardless of whether it is caused in part by the Owner, its members, officers, agents, employees, or volunteers. This duty to defend exists immediately upon presentation of written notice of a suit, claim or action of any nature to the Design-Builder by a party entitled to a defense hereunder. This duty to defend obligation expressly applies, and shall be construed to include, any and all claim(s) caused in part by the negligence, acts, or omissions of the Owner, its members, officers, agents, employees, and volunteers.

- 11.3 If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by Fla. Stat. § 725.06(2)-(3) or Fla. Stat. § 725.08, then with respect to the part so limited, Design-Builder agrees to the following: To the maximum extent permitted by Florida law, Design-Builder will indemnify and hold harmless the Owner, its members, officers, agents, employees, and volunteers from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fee, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Design-Builder and persons employed or utilized by the Design-Builder in the performance of this Contract.
- 11.4 If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by Fla. Stat. § 725.06(1) or any other applicable law, then with respect to the part so limited the monetary limitation on the extent of the indemnification shall be the greater of the (i) monetary value of this Contract, (ii) coverage amount of Commercial General Liability Insurance required under this Contract or (iii) \$1,000,000.00. Otherwise, the obligations of this Article will not be limited by the amount of any insurance required to be obtained or maintained under this Contract.
- 11.5 In addition to the requirements stated above, to the extent required by FDOT Public Transportation Grant Agreement and to the fullest extent permitted by law, the Design-Builder shall indemnify and hold harmless the State of Florida, FDOT, including the FDOT's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Design-Builder and persons employed or utilized by the Design-Builder in the performance of this Contract. This indemnification in this

paragraph shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida's and FDOT's sovereign immunity.

- 11.6 Design-Builder's obligations to defend and indemnify as described in this Article will survive the expiration or earlier termination of this Contract until it is determined by final judgment that any suit, claim or other action against the Owner, its members, officers, agents, employees, and volunteers is fully and finally barred by the applicable statute of limitations or repose.
- 11.7 Nothing in this Article or Contract will be construed as a waiver of any immunity from or limitation of liability the Owner, or its members, officers, agents, employees, and volunteers may have under the doctrine of sovereign immunity under common law or statute.
- 11.8 The Owner and its members, officers, agents, employees, and volunteers reserve the right, at their option, to participate in the defense of any suit, without relieving Design-Builder of any of its obligations under this Article.
- 11.9 If the above Article 11.1-11.8 or any part of Article 11.1-11.8 is deemed to conflict in any way with any law, the Article or part of the Article will be considered modified by such law to remedy the conflict.

## **ARTICLE 12 SUCCESSORS AND ASSIGNS**

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

**ARTICLE 13  
TRUTH IN NEGOTIATIONS**

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

**ARTICLE 14  
PROHIBITION AGAINST CONTINGENT FEES**

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

**ARTICLE 15  
PROHIBITED INTEREST**

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

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

**ARTICLE 16  
CONTRACT MADE IN FLORIDA**

This Contract has been made in and will be construed in accordance with the laws of the State of Florida.

**ARTICLE 17**  
**RESTRICTED VENDOR LISTS**

- 17.1 A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Design-Builder, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- 17.2 A person or affiliate who has been placed on the discriminatory vendor list kept by the Florida Department of Management Services may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Design-Builder, supplier, subcontractor, or consultant under a contract with any public entity and may not transact business with any public entity as provided in Section 287.134, Florida Statutes.
- 17.3 An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by FDOT to be a non-responsible contractor, may not perform work under this Contract.

**ARTICLE 18**  
**NON-DISCRIMINATION**

- 18.1 During the performance of this Contract, the Design-Builder, for itself, its assignees and successors in interest, agrees as follows:
- 18.1.1 The Design-Builder will comply with the regulations relative to non-discrimination in federally assisted programs of the Department of Transportation (DOT) Title 49, Code of Federal Regulations, Part 21, as amended from time to time (hereinafter referred to as the Regulations), which are incorporated herein by reference and made a part of this Contract.
- 18.1.2 Civil Rights. The Design-Builder, with regard to the work performed by it under the Contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Design-Builder will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Contract

covers any activity, project, or program set forth in Appendix B of 49 CFR part 21. During the performance of this Contract, Design-Builder, for itself, its assignees, and successors in interest agrees to comply with the following nondiscrimination statutes and authorities, including but not limited to:

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

18.1.2.2 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

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

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

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

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

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

18.1.2.8 Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;



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

18.1.2.10 Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

18.1.2.11 Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, Design-Builder must take reasonable steps to ensure that LEP persons have meaningful access to Design-Builder’s programs (70 Fed. Reg. at 74087 to 74100); and

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

18.1.3 In all solicitations either by competitive bidding or negotiation made by the Design-Builder for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier must be notified by the Design-Builder of the Design-Builder’s obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.

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

18.1.5 In the event of the Design-Builder’s non-compliance with the non-discrimination provisions of this Contract, the Owner will impose such contractual sanctions as it or the FAA may determine to be appropriate, including, but not limited to, withholding of payments to the Design-Builder under this Contract until the Design-Builder complies, and/or cancellation, termination or suspension of this Contract, in whole or in part.

- 18.1.6 The Design-Builder will include the provisions of Paragraphs 18.1.1 through 18.1.5 in every subcontract and subconsultant contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Design-Builder will take such action with respect to any subcontract or procurement as the Owner or the FAA may direct as a means of enforcing such provisions, including sanctions for non-compliance. Provided, however, that in the event the Design-Builder becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Design-Builder may request the Owner to enter into such litigation to protect the interests of the Owner and, in addition, the Design-Builder may request the United States to enter into such litigation to protect the interests of the United States.
- 18.1.7 Design-Builder assures that, in the performance of its obligations under this Contract, it will fully comply with the requirements of 14 CFR Part 152, Subpart E (Non-Discrimination in Airport Aid Program), as amended from time to time, to the extent applicable to Design-Builder, to ensure, among other things, that no person will be excluded from participating in any activities covered by such requirements on the grounds of race, creed, color, national origin, or sex. Design-Builder, if required by such requirements, will provide assurances to the Owner that Design-Builder will undertake an affirmative action program and will require the same of its subconsultants.

## **ARTICLE 19**

### **WOMAN AND MINORITY OWNED BUSINESS ENTERPRISE (W/MBE) ASSURANCES**

- 19.1 It is the policy of the Owner that W/MBEs, as defined in the Owner's W/MBE Policy and Program, will have full and fair opportunities to compete for and participate in the performance of non-federally funded contracts or in the purchase of goods and services procured by the Owner. Consequently, the W/MBE requirements and the Owner's W/MBE Policy and Program will apply to this Contract and are made a part hereof.
- 19.1.1 The Design-Builder and any subcontractor of the Design-Builder will not discriminate on the basis of race, color, national origin, or sex in the performance of the Contract. The Design-Builder will carry out applicable requirements of the Owner's W/MBE Policy and Program in the award and administration of contracts. Failure by the Design-Builder to carry out these requirements is a material breach of the Contract, which may result in the termination of the Contract or such other remedy as the Owner deems appropriate which may include, but not limited to:
- 19.1.1.1 Withholding monthly progress payments;

19.1.1.2 Assessing sanctions;

19.1.1.3 Liquidated damages; and/or

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

19.1.2 The Design-Builder agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any contract, management contract, or subcontract, purchase or lease contract.

19.1.3 The Design-Builder agrees to include the statements in paragraphs (1) and (2) above in any subsequent contract or contract that it enters and cause those businesses to similarly include the statements in further contracts.

19.2 The Design-Builder agrees to ensure that W/MBEs, as defined in the Owner's W/MBE Policy and Program, have the maximum opportunity to participate in the performance of this Contract, and the Design-Builder will take all necessary and reasonable steps in accordance therewith to ensure that W/MBEs have the maximum opportunity to compete for and perform subcontracts.

19.3 W/MBE Goals. In compliance with the Owner's W/MBE Policy and Program, the Design-Builder's minimum W/MBE commitment is established as the sum total of the verified Letter(s) of Intent for each portion of the Project submitted with their response. The W/MBE goal stated below is the sum total of the certified W/MBE's listed in the Design-Builder's fee and scope proposal which is attached hereto and which will be enforceable under the terms of this Contract. The Design-Builder will demonstrate that they will subcontract to certified W/MBEs at least 23.2% of the total dollar amount earned on the design phase of the Project.

19.4 All W/MBEs interested in participating in contracting/subcontracting opportunities must be certified as eligible W/MBEs before said business enterprises begins their portion of the Contract work. Only certified W/MBEs will count toward the W/MBE goal. If the Design-Builder fails to achieve the W/MBE expectancy stated herein, it will be required to provide documentation demonstrating that it made good faith efforts in attempting to do so.

19.5 W/MBE Termination and Substitution: The Design-Builder will not terminate a W/MBE for convenience without the Owner's prior written consent. If a W/MBE is terminated by the Design-Builder with the Owner's consent or because of the W/MBE's default, then the Design-Builder must make a good faith effort, in accordance with the requirements of the Owner's W/MBE Policy and Program, to find another W/MBE to substitute for the original W/MBE to provide the same amount of W/MBE participation.

- 19.6 Reporting Requirements: The Design-Builder agrees that, within 15 days after the expiration of each calendar month during the term of the Contract beginning on the effective date of the Contract, it will provide a W/MBE Utilization Activity report to the Owner's Business Diversity Manager reflecting, as applicable, in a form acceptable to the Owner, the Design-Builder's total dollar value received under the Contract for the applicable period and the amount expended for the purchase of goods and services from each W/MBE firm during that period, calculated in accordance with the requirements of the Owner's W/MBE Policy and Program.
  
- 19.7 Monitoring: The Owner will monitor the compliance and good faith efforts of the Design-Builder in meeting these requirements. The Owner will have access to the necessary records to examine such information as may be appropriate for the purpose of investigating and determining compliance with this subsection, including, but not limited to, records, records of expenditures, contracts between the Design-Builder and the W/MBE participant, and other records pertaining to the W/MBE participation plan, which the Design-Builder will maintain for a minimum of three years following the end of the Contract. Opportunities for W/MBE participation will be reviewed prior to the exercise of any renewal, extension or material amendment of the Contract to consider whether an adjustment in the W/MBE requirement is warranted. Without limiting the requirements of the Contract, the Owner reserves the right to review and approve all subleases or subcontracts utilized by the Design-Builder for the achievement of these goals.
  
- 19.8 Design-Builder agrees to indemnify the Owner from the loss of any funds or other damages that may result from Design-Builder's failure to achieve the W/MBE goals set forth herein or to establish a good faith effort to do so, including attorneys' fees and costs associated with said failure by Design-Builder or good faith investigation by Owner. Failure of Design-Builder to make a good faith effort to achieve W/MBE goals will be a material breach of this Contract. The determination of whether Design-Builder's efforts were made in good faith will be made by the Owner. At 50% completion, a plan of action properly reflecting anticipated W/MBE achievement of the commitment is required to be submitted to the Owner.
  
- 19.9 In the event of the Design-Builder's non-compliance with the Owner's W/MBE Policy and Program, failure to meet the prescribed W/MBE goal set forth in this Contract, or failure to establish a good faith effort to do so, the Owner will impose such contract sanctions as the Owner may determine to be appropriate, including but not limited to:
  - 19.9.1 Withholding of payments to the Design-Builder under this Contract until the Design-Builder complies; and/or
  
  - 19.9.2 Assessing sanctions; and/or

- 19.9.3 Liquidated damages; and/or
- 19.9.4 Cancellation, termination or suspension of this Contract in whole or in part; and/or
- 19.9.5 Suspension or debarment of Design-Builder from eligibility to contract with the Owner in the future or to receive bid packages or request for qualification (RFQ) packages, pursuant to the Owner's Policy P414, Suspension/Debarment of Contractors.

**ARTICLE 20  
PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES**

This Contract will be terminated in accordance with Florida Statute Section 287.135(3) if it is found that the Design-Builder submitted a false Scrutinized Company Certification as provided in Florida Statute Section 287.135(5) or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of \$1 million or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

**ARTICLE 21  
E-VERIFY REQUIREMENT/UNAUTHORIZED ALIENS**

- 21.1 In accordance with the State of Florida, Office of the Governor, Executive Order Number 11-116 (Verification of Employment Status), all agencies under the direction of the Governor are to include as a condition of all state contracts for the provision of goods or services to the state in excess of nominal value, an express requirement that contractors utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor during the contract term, and an express requirement that contractors include in such subcontracts the requirement that subcontractors performing work or providing services pursuant to the state contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. Any projects with FDOT funding will contain this assurance as a condition for any new Joint Participation Agreements dated after January 4, 2011. The Design-Builder will verify all of their new employees and will require that their subcontractors verify all of their new employees in accordance with the E-verify requirements set out above.
- 21.2 FDOT considers the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Design-Builder knowingly employs unauthorized aliens, such violation will be cause of unilateral cancellation of this Contract.

**ARTICLE 22  
COMPLETE CONTRACT**

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

**ARTICLE 23  
NO WAIVER**

The failure of the Owner to enforce at any time or for any period of time any one or more of the provisions of this Contract will not be construed to be and will not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

**ARTICLE 24  
NO EQUITABLE ADJUSTMENT**

Design-Builder's remedies are limited to those remedies specified herein. To the fullest extent permitted by law, Design-Builder agrees that it is not entitled nor will it seek equitable adjustment of any of the terms of this Contract including but not limited to Contract time and compensation. This provision shall take precedence over any conflicting Contract provisions.

**ARTICLE 25  
LOBBYING**

No funds received pursuant to this Contract may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

[THE REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK]

**ARTICLE 26  
CONTRACT**

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

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

By the Design-Builder this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

ATTEST:

**MANHATTAN CONSTRUCTION COMPANY**

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Print Name

\_\_\_\_\_  
Print Address  
\_\_\_\_\_  
\_\_\_\_\_

Signed, sealed, and delivered  
in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

**Notary for Manhattan Construction Company**

**STATE OF** \_\_\_\_\_

**COUNTY OF** \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2020,  
by \_\_\_\_\_ in the capacity of \_\_\_\_\_,  
of \_\_\_\_\_ a \_\_\_\_\_  
(Name of organization or company, if any) (Corporation / Partnership / Sole Proprietor / Other)  
on \_\_\_\_\_ behalf. \_\_\_\_\_  
(Its / His / Her) (They are / He is / She is) (Personally known to me not personally known to me)  
\_\_\_\_\_ and \_\_\_\_\_ take an oath.  
and has produced the following document of identification) (they / he / she) (did / did not)

(Seal of Notary)

\_\_\_\_\_  
Signature of Notary

By the Authority this 4th day of June, 2020.

**HILLSBOROUGH COUNTY AVIATION AUTHORITY**

*(Affix Corporate Seal)*

By: \_\_\_\_\_  
Gary Harrod, Chairman

**ATTEST:**

\_\_\_\_\_  
Jane Castor, Secretary

Signed, sealed, and delivered  
in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

**APPROVED AS TO FORM FOR LEGAL  
SUFFICIENCY:**

By: \_\_\_\_\_  
Michael Kamprath, Assistant General Counsel

**Notary for Hillsborough County Aviation Authority**

**STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2020, by Gary Harrod, in the capacity of Chairman, and by Jane Castor in the capacity of Secretary, Hillsborough County Aviation Authority, an independent special district under the laws of the State of Florida, on its behalf. They are personally known to me and they did not take an oath.

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Print, Type, or Stamp Commissioned Name of Notary





# TAMPA INTERNATIONAL AIRPORT

## MONORAIL SYSTEM DECOMMISSIONING AND MOVING WALKWAY INSTALLATION

### SCOPE OF WORK



**Manhattan**  
*Building excellence.*

PROJECT NO. 8315 20

PREPARED BY:  
MANHATTAN CONSTRUCTION &  
C&S ENGINEERS, INC.



PREPARED FOR:  
HILLSBOROUGH COUNTY AVIATION AUTHORITY

May 22, 2020

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## A. PROJECT UNDERSTANDING

We understand that Tampa International Airport's (TPA) current Monorail system, that is housed and runs passengers between the Long Term and Short Term parking garages, has been in service for the better part of 30 years. It is at the end of its lifespan. TPA has acquired the services of the Manhattan and C&S team to decommission and remove the existing Monorail system. The Monorail is contained on Level 7 of the Long Term Garage and on/between Levels 4 and 5 of the Short Term Garage.

The decommissioning and demolition of the current monorail system presents a number of challenges for the design and construction team. The impact to passengers and the airport will be a major focus to minimize the impact to the overall flow of the traveling public. The demolition efforts will include, but are not limited to, removing part of the fourth floor Short Term Garage. The challenge will be determining the most cost efficient and low impact procedure to repair and replace the parking garage layout to enable quality traffic flow seamlessly with the remaining portion of the parking garage. Similarly, the same approach will be performed on the fifth level, underneath the monorail, where the equipment and track is housed for the current monorail. All the work on the Short Term Garage will require significant planning and phasing, requiring coordination with the Design-Build team as well as the Airport and its stakeholders.

The Long Term Garage Level 7 will also require a major demolition effort, requiring removal of all existing monorail elements and associated barriers. However, these efforts will be limited to everything above the parking surface, as the LTPG appears to have been built with the monorail system incorporated. It is the intent of this team to make this process as efficient and seamless as possible, while cleaning up the overall look of the surface parking and providing the airport an efficient, maximized parking layout when complete.

It is known that removing the Monorail will leave passengers without a means of convenient travel from the Long Term Garage to the Terminal Building. As a part of this process, TPA has decided to install new moving walkways on Level 4 of the Long Term Parking Garage in the vicinity of, and leading to, the new passenger bridge (currently under construction through another project). It is the task of this project team to provide a seamless means of egress to and from the elevators of the Long Term garage to the Terminal Building Bridge.

As a result of the Moving Walkways installation and the decommissioning of the Monorail, the passenger wayfinding will be greatly affected. Manhattan and C&S, during the project definition phase, will evaluate the "Wayfinding" scheme related to this project's scope and provide direction to TPA. It is the intent to direct people to Level 4 Long Term Walkways in lieu of the current path to the 7<sup>th</sup> Level Monorail. For these passengers on Level 4; "first impressions" are important as an introduction to a first class airport and will be quickly reinforced when they enter the recently renovated Landside Terminal. The current thought is to enhance passenger experience beginning at the Walkway areas by introducing high quality lighting, high-traffic floor materials, textures and colors. Passengers entering the Long Term garage Level 4 using the elevators from other garage levels will be introduced to the same quality experience by-way of new "Wayfinding" signage within each elevator cabin. At the Level 4 elevator proper; area entrance floors and adjacent walls will be re-purposed with the application of high-impact materials, as well as the use of textures and color pallets that will be complementary to the most recent up-scaled terminal renovations.

As a part of this project, excluding the wayfinding aspect, it was requested that the project team upgrade the current ramps and bridge access on Level 7 of the Long Term Garage leading to the Short Term Garage. It currently houses foot traffic access as well as the track for the Monorail. The ramp/bridge will need to be reconfigured from an architectural, electrical, ADA, and egress aspect.

In addition to the requirements above and stated in the RFQ, it is a desire of TPA for the design to incorporate sustainability measures as determined to be reasonable and appropriate for this type of project. TPA has a long standing effort to be kind to the environment and build with the future in mind. C&S and Manhattan have both experience and knowledge of some sustainability practices that are being explored as a part of the project. It is the goal of the entire team to coordinate with TPA and incorporate those in an effort to provide a project that meets the needs of all stakeholders including the environment.

The project area consists of all areas as discussed in the RFQ including Long Term Parking Garage Levels 4 and 7, Short Term Parking Garage Levels 4 and 5, the Connection Bridge on Level 7 of Long Term Parking Garage, and the areas requiring modifications to wayfinding throughout the garages and terminal building. The two story space consisting of Monorail equipment and maintenance area at Level 7 of the LTPG has been removed from the scope of this project. The delineation line will be at the exterior face of that structure.

All modifications to the garages will require restriping for updated parking layout. This should afford the airport a significant amount of parking back based on the conceptual level analysis that was performed by the Authority. Coordination and verification of this design will take place during Part I with input from all stakeholders related to parking and revenue.

The Project will consist of the following phases and breakdown:

#### Part I (Design)

The Design team will submit two separate packages; one for the Moving Walkways installation and one for the Decommissioning of the Monorail. Each package will consist of the following deliverables:

- Project Definition
- Schematic Design (30%)
- Design Development (60%)
- Construction Documents (90%)
  - Permit Documents
- Construction Documents (100%)
  - Develop GMP
- Bidding and Award of Sub-Contractors

Part II (Construction, including Parts 2A & 2B)

- Fabrication and Construction
- Construction Administration

In addition to the above project description, it is understood that some modifications, unknown at this time, may be included in the overall scope. The modifications are referred to as “Customer Service and Tenant Enhancements” in the original RFQ, which could include premium parking related improvements. An allowance has been included for Phase I services and shall only be used with authorization by HCAA for specifically agreed upon services related to this item. At this time the below scope description will not contain any language pertaining to these modifications. Depending on the scope of the modifications, the schedule and budget may require renegotiation at the time these elements of the project are defined.

A detailed description of the scope of services for the above project understanding is below.

## B. CORE DESIGN TEAM AND SERVICES

### Manhattan Construction

---

- Paul Dorsey Project Director
- Carl Giovenco Construction Project Manager
- John Begani Preconstruction Director
- Cyle Toler Senior Estimator

### C&S

---

- Kerrick Stegmeier II, PE Design Project Manager
- Rick Swisher, NCARB, AIA Architectural
- Andrea Cella, PE Structural Engineering
- Sean Cao, PE Electrical Engineering

### VoltAir

---

- Kenneth Roberts Plumbing Engineering  
Mechanical Engineering  
Fire Protection Engineering
- Gerald Crnkovich, PE Electrical Engineering

## C. SCOPE OF DESIGN SERVICES

### Project Definition

The Project Definition Phase is intended to identify and evaluate alternatives to provide cost-effective and practical solutions for the work items identified.

Tampa International Airport has requested, as a part of the initial phase, Manhattan and C&S evaluate alternatives through coordination with stakeholders, review of the pre-proposal documents, field investigations, and a practical design approach.

Overall result of Project Definition will be incorporated in the 30% Schematic Drawings for review by all stakeholders.

The specific services to be provided or furnished for this Phase of the Project are the following:

Up Front Field Work/Investigation/Coordination (all items listed below to be performed and coordinated by entire Design and Construction Team):

1. Design Project Manager and necessary key design team members will attend a design kickoff meeting with the Manhattan and TPA to review the scope of services and become familiar with the Project requirements and operational concerns during the Project's construction.
2. Both Long Term and Short Term Parking: Recommend material testing, including but not limited to, asbestos, lead, and PCBs, as necessary.
3. Design Team will work with Manhattan to coordinate requirements in both the STPG and LTPG for topographic field surveys, 3D scanning of the garages, field measuring to verify existing structural slab, beam and column sizes within the areas where the moving walkway will be added as well as the monorail decommissioning, and all relevant areas pertinent to design of the project, and other various field investigative programs including x-ray scanning and/or use of ground penetrating radar (GPR) of the PT slabs.
  - a. The existing structural conditions and relevant components related to the areas being modified to be reviewed and documented for any noticeable and visible structural deficiencies. If any are found, TPA will be notified.
4. Design Team will coordinate schedule with Manhattan and coordinate initial field work at the Project site, as necessary.
5. Document and build 3D Revit model of existing pertinent levels of the Short and Long Term parking garages.
  - a. C&S will notify Manhattan and TPA of any discrepancies found during site investigations that may affect overall schedule and budget
6. Design Team shall acquire the necessary investigation data including scans and surveys to identify areas of concern.
  - a. The Long Term Parking Garage existing structural drawings show the construction of the parking garage to be post-tension concrete slabs with post-tension and deformed bar reinforced concrete beams in the location where the new Moving Walkways will be installed.
  - b. Compile weight range of possible moving walkway systems (assumed to be pitless system).
  - c. Review existing structural drawings to determine the structural capacity of the existing parking garage structural systems in both the LTPG and STPG.
  - d. Compare possible weight range of the moving walkway systems with the maximum allowable live and dead loading.
  - e. Compare current loading with proposed parking loading scheme in the STPG to determine maximum allowable live and dead loading.
  - f. Field review the ATS walkway construction to determine if a 6 inch thick cast-in-place

- slab or a 4" thick PT precast slab was initially constructed (both options shown on existing structural drawings of LTPG)
- g. Determine if floor to floor clear spacing is sufficient to meet current head height requirements with elevation of the moving walkways system.
    - i. Note: During negotiation phase site walk, it was noted that the floor to floor clear spacing on Level 4 of the LTPG, with a 15" height of walkway accounted for, may be less than 7'-0" clear and may not meet code.
    - ii. Coordination with AHJ and determination of exact clear height is critical during the Project Definition phase to define impacts to the project.
  - h. Once field data is compiled, C&S will evaluate all information and work with Manhattan to determine impacts to schedule, cost, and design.
7. Develop report form, written document, depicting conceptual project options including narrative and sketch recommendations made during this phase for implementation within the overall design.
  8. Submit report for review by TPA.
  9. Setup coordination meeting to discuss findings and go over report with TPA.

#### Architectural (C&S)

1. Perform all tasks described above in "Up Front Field Work/Investigation/Coordination"
2. Review Parking Garage and Terminal "Wayfinding" Design Guidelines + Standards.
3. Survey / evaluate / and document all existing wayfinding signage within the STPG, Main Terminal, including all the elevator directory signage, required regulatory (including STOP) signage, required fire department + life safety signage that is impacted by the scope of this project. Modify design and/or add new signage as project condition may warrant with the intent to replicate existing signage graphic standards and to include replacing in-kind signage. Provide new wayfinding signage on level 4 of the LTPG that will direct passengers to the Main Terminal with the same wayfinding standard experience.
4. Perform site walk in Garages and Terminal to determine extents of wayfinding signage that will be affected by project, document findings, acquire photo evidence for incorporation into report, and discuss options on site with design team.
5. Provide Written Program to provide Short + Long Term Parking structures design for the connector walk at Level 7 of Long Term and overall wayfinding recommendations



6. Written Program will include collective input provided by TPA, Manhattan, and design team members with preliminary locations and diagrams illustrating types of graphics with rendered colors + fabrication that will be used in the design.
7. Provide documents illustrating inter-face design(s) necessitated by the decommissioning, demolition and new moving sidewalk(s) installation scope.

#### Structural/Mechanical/Electrical/Plumbing/Fire Protection (C&S & VoltAir)

1. Perform all tasks described above in “Up Front Field Work/Investigation/Coordination”
2. Coordinate with Manhattan and Architectural for impacts of moving walkway layout options on all engineering systems
  - a. Provide written narratives in report describing the impacts and recommendations of each option for review by TPA and stakeholders

### **Schematic Design Phase (30%)**

The Schematic Design Phase is intended to further define the selections made during the Project Definition Phase. The design will begin to incorporate the cost-effective and practical solutions identified and the overall results will be incorporated in the 30% Schematic Drawings as a part of this phase for review by all stakeholders.

The specific services to be provided or furnished for this Phase of the Project are the following:

#### General

1. Begin developing three-dimensional (BIM) design
2. Prepare Schematic Drawings (30%) incorporating all design aspects of the project and surrounding site.
3. Perform internal quality control review on all design documents. QA/QC documents will be submitted to TPA.
4. Submit sufficient copies of design documents to TPA for review and comment.
5. 30% Design Documents shall consist of the Contract Drawings, QA/QC drawings, Manhattan constructability review and cost estimate.
6. Attend one (1) design review meeting with TPA and stakeholders.
7. Design team to coordinate with Manhattan to review cost of itemized task descriptions and probable costs of final scope of work.

Architectural (C&S)

1. Provide surveys / evaluate/ and document all existing wayfinding signage within the STPG, Main Terminal, including all the elevator directory signage, required regulatory (including STOP) signage, required fire department + life safety signage that is impacted by scope of this project. Provide modified designs and / or add new signage as project condition may warrant with the intent to replicate existing signage graphic standards to include replacing in-kind signage. Provide new wayfinding signage on level 4 of the LTPG to direct passengers to the Main Terminal with the same wayfinding standard experience.
2. Provide design, coordination, and establish wayfinding graphic designs for the Main Terminal, STPG and LTPG and at each elevator and lobby (including the LTPG level 7) locations, as relevant to each of the construction phases.
  - a. Design drawings will address ADA retrofit design(s) in the LTPG and the STPG as project conditions dictate. C&S will coordinate with HCAA for design intent of the LTPG Level 7 elevator lobbies during this initial design phase.
  - b. Recommend developing “Wayfinding” signage with simple graphical imagery illustrating desired path intent in-lieu of written text for comprehension.
  - c. Provide “Way-Finding” locations and diagrams illustrating proposed signage with proposed colors, dimensions and suggested anchoring method.
  - d. Provide Schematic Design sketches (no color) to TPA for informal review.
  - e. It is noted that unknown existing and field conditions may directly affect sign design(s), locations, sequencing, logistics and phasing.
3. Provide design and coordination to provide a Long Term parking layout and a proposed retro-fit design for the Monorail Decommissioning infill construction on Level 7.
4. Provide design and coordination, based on initial investigation phase, of layout of moving walkways on Long Term parking at Level 4.
  - a. Design shall consist of preliminary analysis of ADA and impacts of traffic flow, including analysis of ADA parking strategy/compliance for entirety of levels 4 and 7 of the LTPG.
  - b. Initial layout to be developed depicting removal of existing parking and reconfiguration as necessary. Striping plans will be modified to provide egress path from elevators to Terminal Bridge Connector.
5. At the STPG, level 4, provide design and coordination for the new Short Term parking layout and retro-fit designs illustrating the demolition and removal of both existing enclosures and infill construction.

6. Provide design and coordination to provide a STPG parking layout and a proposed retro-fit design for the demolition and reconstruction of the Monorail Station enclosure on Level 5.
7. Provide an up-grade design to retro-fit the existing “open-air” pedestrian connector walk between the Long Term, Level 7 and the Short Term, Level 5 garages.
  - a. It is noted that the current connecting walk has a substantially different floor elevation from garage-to-garage and will also be reviewed for ADA access and compliance.
8. Provide documents illustrating inter-face design(s) necessitated by the decommissioning, demolition and new moving sidewalk(s) installation scope.

#### Structural (C&S)

1. Work with Manhattan and architectural to develop project options for parking layouts and walkway configurations.
  - b. Scope shall include structural assessment of options for feasibility
2. Develop loading scheme for new layout of parking and walkways at Level 4 Long Term
3. Coordinate with walkway manufacturer to determine loading schemes and layout of walkway
4. Long Term Parking: Coordinate with Architectural for locations of elevated ramps and entrance exit paths for additional concrete to be added
  - a. Assess structural impact of modification to egress live loading and new dead weight of the moving walkway system onto the existing parking garage structure
  - b. Review capacity of existing foundation below area with modified loading and new moving walkway
  - c. Review loading impact of new/revised ramp between long term and short term parking connection bridge
  - d. Incorporate findings from initial investigation:
    - i. Evaluate movable walkway weight and location limitations based on investigation of existing structural drawings and verification/confirmation of slab, beam and column sizes from field assessment
    - ii. Specify ATS walkway surface to be demolished (6” slab vs. 4” slab)
5. Begin preliminary analysis of PT system once Project Definition has been reviewed by all stakeholders and approved
6. Short Term Parking: Monorail and support structural removal:

- a. Field verify monorail layout and support structure matches existing structural documents
  - i. Identify all structural elements to remain after demolition that is supported by structural elements scheduled to be demolished; structural elements that may require structural re-support
  - ii. Identify structure that supports the monorail raised floor system that could potentially remain as currently constructed (i.e.: concrete collar around existing concrete columns)
  - iii. Compile recommended types of new structure to support new ramp between Long and Short Term PG
7. Conduct additional site visit to verify and assess structure. One site visit should be sufficient but C&S has allowed for up to three total in this phase if necessary.

Electrical (C&S – LTPG; VoltAir – STPG)

C&S (LTPG)

1. Perform Preliminary study and evaluation of the existing electrical service, power distribution system, lighting layout and fire alarm system.
  - a. Document findings of preliminary study and begin developing existing model.
2. Identify the power source for the new moving walkways within Long Term Parking Garage.
3. Document all of the existing electrical systems that will be impacted with the removal of the monorail system. This will include all of the lighting, power, and fire alarm systems that are located within the Long Term Parking Garage.
4. Document the existing electrical systems and area lighting, which will be impacted by the addition of new moving walkways.
5. Begin drawing development of the preliminary design and demolition of the systems that will require renovation/modifications to meet code requirements during and after the following tasks:
  - a. Monorail systems are decommissioned and the spaces are returned to parking
  - b. New moving walkways are installed

VoltAir (STPG & Site Investigation)

1. Conduct site investigation to tag, trace, and monitor all electrical equipment/routing pertinent to the scope of the project within both the LTPG and STPG.
2. Conduct a site visit to document all of the existing electrical systems that will be impacted with the removal of the monorail system. This will include all of the lighting, power, and fire alarm systems that are located within the space.
3. Document all of the findings within the area of work.
4. Begin development of the preliminary design and renovation of the systems, that will meet code requirements, depicting the following:
  - a. Indicate the extent of the demolition that will occur with the removal of the monorail system. This includes all of the lighting and power within the rooms created by the existing monorail system.
  - b. In addition to the demolition of normal power within the space the existing power to the monorail shall be included within the demolition package.
  - c. Indicate the demolition that will occur within the existing monorail tram stations that are located within the garage. This shall include the lighting, power, and fire alarm systems.
5. Perform QA/QC of overall package including C&S's LTPG documents.

#### Mechanical (VoltAir)

1. Long Term Parking Garage:
  - a. Conduct a site visit to document all of the existing mechanical systems located within the scope of work including the packaged rooftop units located on the top of each of the elevator lobbies.
  - b. Document all of the findings within the area of work.
    - i. Documentation will be based on field work performed and existing drawings provided by TPA. Discrepancies will be noted and coordinated with TPA and Manhattan.
  - c. Provide schematic level design drawings depicting extent of the demolition to the existing supply and return air ductwork serving the monorail enclosures at each elevator core.
    - i. All designs will comply with current code requirements when the existing Monorail systems are decommissioned and the spaces are returned to parking
2. Short Term Parking Garage:

- a. Conduct a site visit to document all of the existing mechanical systems located within the scope of work including the existing mechanical systems that are located on the south side of the parking garage. Based on the walkthrough of the space this includes two chilled water fan coil units located within the space as well as a variety of other ductwork located within the space.
- b. Document all of the findings within the area of work.
  - i. Documentation will be based on field work performed and existing drawings provided by TPA. Discrepancies will be noted and coordinated with TPA and Manhattan.
- c. Provide schematic level design drawings depicting extent of the demolition to the mechanical systems located within the spaces. During the demolition it is understood that the airport is continuously operating and that this renovation shall not impact the operation of the airport.
  - i. All designs will comply with current code requirements when the existing Monorail systems are decommissioned and the spaces are returned to parking

#### Fire Protection (VoltAir)

##### 1. Long Term Parking Garage:

- a. Conduct a site visit to document all of the existing fire protection located within the parking garage that will be impacted with the removal of the monorail system.
- b. Document all of the findings within the area of work.
- c. Develop Schematic Drawings depicting preliminary design of the following:
  - i. Demolition of existing fire hose cabinets required for removal of the existing monorail system and repurposing of parking.
- d. Coordinate with the AHJ that the installation of the new people mover will not impact the current location of the fire hose cabinets on that level.
  - i. If modifications are required, preliminary layout will be included in the following phase

##### 2. Short Term Parking Garage:

- a. Conduct a site visit to document all of the existing fire protection located within the parking garage that will be impacted with the removal of the monorail system.
- b. Document all of the findings within the area of work.

- c. Develop Schematic Drawings depicting preliminary design of the following:
  - i. Demolition of existing fire hose cabinets that are currently installed within the parking garage that may not be required when the space is opened up to additional parking.
3. Coordinate with Manhattan construction for demolition methods and phasing to determine total impact of renovation requirements.

#### Plumbing (VoltAir)

1. Long Term Parking Garage:
  - a. Conduct a site visit to document all of the existing plumbing/storm piping within the area of work.
  - b. Document all of the findings within the area of work.
  - c. Develop Schematic Drawings depicting demolition of the following:
    - i. Indicate the extent that any of the storm piping may need to be relocated due to the installation of the moving walkways, removal of the monorail systems, and repurposing of the spaces back into parking.
2. Short Term Parking Garage:
  - a. Conduct a site visit to document all of the existing plumbing/storm piping within the area of work.
  - b. Document all of the findings within the area of work.
  - c. Develop Schematic Drawings depicting demolition of the following:
    - i. Indicate the extent that any of the storm piping may need to be relocated due to the removal of the monorail systems and repurposing of the space back into parking.

#### Manhattan Services

1. Site visits and investigations including: general information gathering, supervision of surveying, testing, demolition and investigation services.
2. Project Management and oversight including attendance in project meetings and conference calls to facilitate overall design effort and coordination with the Authority and stakeholders.
3. Manhattan will generate a constructability review and report of the documents and review with design team. The Authority will receive the constructability report with the document submission.

4. Manhattan will provide schedule, phasing and logistics planning services. These services will include:
  - a. Refinement of the project schedule as additional stakeholder's comments, needs and constraints are learned.
  - b. Development of the project phasing, staging and other logistics planning including removal of demolished materials from both garages.
5. Manhattan will provide estimating services including schematic budget and estimating case studies and evaluations as needed to facilitate advancement and on-budget delivery of the project.

### **Design Development Phase (60%)**

The Design Development Phase is intended to expand on the selected alternative identified during the Schematic Design Phase to provide realistic design that all stakeholders can review and evaluate based on the facility needs.

The Project's design will take advantage of local knowledge and experience and will utilize expertise from recent construction projects in an effort to design a cost-effective Project. The specific services to be provided or furnished for this Phase of the Project are as follows:

#### General

1. Further Develop three-dimensional (BIM) design.
2. Prepare Design Development (60%) Drawings incorporating pertinent design aspects of the project and surrounding site including the updated schedule, cost estimate, and construction phasing plans.
  - a. Drawings include demolition plans and phasing coordination to ensure that this renovation shall not impact the operation of the airport.
  - b. Stakeholders input will be incorporated as necessary to verify phasing and layout will meet TPA requirements
3. Coordinate with estimator on preliminary quantity takeoffs of bid items to start developing GMP
4. Design Team shall coordinate between design discipline leads, other design team disciplines, and Manhattan for phasing to incorporate into demolition drawings for each of the Monorail Decommissioning and the Moving Walkways.
5. Perform internal quality control review on all design documents. QA/QC documents will be submitted to TPA.



6. Submit sufficient copies of design documents to TPA for review and comment.
7. 60% Design Documents shall consist of the Contract Drawings, Contract Specifications TOC, QA/QC drawings, Manhattan constructability review and cost estimate.
  - a. Fully developed specifications will be provided as needed for the moving walkways and other necessary related items in order to further project and purchase long lead items, determined by Manhattan and Design Team.
8. Attend one (1) design review meeting with TPA and stakeholders.
9. Design team to coordinate with Manhattan to review cost of itemized task descriptions and probable costs of final scope of work.

#### Architectural (C&S)

1. Provide final design documents for wayfinding graphic designs for the Main Terminal, STPG and LTPG and at each elevator and lobby (including the LTPG level 7) locations.
  - a. Provide revised signage designs for “Wayfinding” for the Terminal, Short + Long Term Parking garages, and at each elevator bank locations including elevator cabin interiors (as requested).
  - b. Provide drawings illustrating type of sign and location layout relevant to each construction phase.
  - c. Design drawings to address any existing or new ADA concerns.
  - d. Design drawings will reflect the collective 30% comments from TPA, Manhattan and C&S companies.
  - e. Design drawings to illustrate signage face elevations, colors, dimensions, anchoring method and fabrication specifications for each proposed location.
2. Design drawings to provide a Long Term parking layout on Level 7. A detailed retro-fit design supported by constructability-intent details for the Monorail Decommissioning infill construction on Level 7 will be provided.
3. Design drawings to provide a Short Term parking layout on Level 4. A detailed retro-fit design illustrating the inter-face between demolition(s) of 2x existing enclosures on Level 4 to the new design supported by constructible-intent details will be provided.
4. Design drawings to provide a Short Term parking layout on Level 5. A detailed retro-fit design illustrating the inter-face between the partial demolition of existing Monorail Station enclosure on Level 5 to the new design supported by constructible-intent details will be provided.

5. Design drawings to illustrate constructible-intent details for the retro-fit of the existing “open-air” pedestrian connector walk between the Long Term, Level 7 and the Short Term, Level 5 garages.
  - a. ADA access and compliance constructible details will be provided.
  - b. Provide Material and Finish Schedule, material locations, manufactures and specifications for high - traffic floor, wall and ceiling finishes. Floor material slip-coefficient will comply with abiding codes, acceptable industry standards and best practices.
6. Provide final “Life Safety Plans” for each garage level impacted by the project scope of work. The new “Life Safety Plans” will be aligned with the current and in-place garage “Life Safety Plans”.
7. Provide designs illustrating inter-face details necessitated by the decommissioning, demolition and new moving sidewalk(s) installation scope.

#### Structural (C&S)

1. Long and Short Term Parking Demolition:
  - a. Coordinate with Manhattan on demolition strategies
  - b. Review floor loading changes where demolition occurs
  - c. Further develop demolition drawings to a 60% completion level:
    - i. Monorail demolition
    - ii. Structural floor demolition
    - iii. Demolition at new ramp between Long and Short Term PG
2. Long Term Parking: Review Architectural Design Development parking layouts and walkway configurations. Coordinate the architectural layout with the following structural information:
  - a. Review layout for compliance with loading limitations
  - b. Review impact to existing structural members, including findings from site investigation
  - c. Review impact and compliance with existing structural foundations and loading limitations
  - d. Analyze structural elements to determine compliance with allowable capacity and/or review elements for possible required supplementation
  - e. Generate 60% structural drawings showing new moving walkway

- f. Generate 60% structural drawings showing new ramp between Long and Short Term PG
  - g. Identify slab repair where ATS walkway surface is to be demolished
  - h. Review layout for the potential for required shoring of the structure to perform the Work
    - i. If deemed necessary, review the requirements for delegated shoring design with Contractor
3. Short Term Parking:
- a. Generate 60% structural framing drawings:
    - i. Floor infill: including slab, beam, and girders
    - ii. Identify any new required structure at new ramp between Long and Short Term PG
4. Analyze and work with Manhattan to begin developing phasing options for Monorail structural removal and replacement of parking level structure in the Short Term Parking Garage.
- a. Coordinate with Manhattan on demolition strategies/phasing and structural implications
5. Create 60% construction drawings and specifications for submission to TPA for review and comment: including floor plans, sections, elevations, and details, and marked technical specifications.
6. Continue building 3D Revit model of all applicable framing to be incorporated in the Short and Long Term parking garages.
7. Continue coordination with walkway manufacturer and update analysis as necessary

Electrical (C&S – LTPG; VoltAir – STPG)

C&S (LTPG)

1. Incorporate all comments and coordination from Schematic Design (30%) phase.
2. Finalize the demolition drawings to demonstrate the extent of demolition for the electrical systems, the lighting system, and the fire alarm system that will be impacted by the removal of the monorail system and the monorail tram stations.
3. Finalize the demolition drawings to demonstrate the extent of demolition of electrical systems, the lighting system, and the fire alarm system that will be impacted by the new moving walkways.

4. Further develop the design of electrical service, power distribution system, lighting layout, and fire alarm system to a 60% Design Development level.
5. Continue coordination with walkway manufacturer and update analysis as necessary based on power and lighting requirements.
6. Continue development of 3D Revit model based on design of the systems

#### VoltAir (STPG)

1. Further development of design and renovation of the systems depicting the following:
  - a. All demolition elements as shown in the Schematic Design (30%) and associated stakeholder comments incorporated.
  - b. Renovation design for the installation of new lighting in the spaces that are being re-purposed back to parking. Fire alarm systems shall be updated to include the code required coverage and systems within the renovated space.
  - c. Renovation within the valet parking offices shall be coordinated with the design team but are anticipated to include new lights and power within the new space that is being designed.
2. Perform QA/QC of overall package including C&S's LTPG documents.

#### Mechanical (VoltAir)

1. Long Term Parking Garage:
  - a. Incorporate all comments and coordination resulting from 30% design review.
  - b. Develop 60% level design drawings that ensures the existing equipment is now sized appropriately to handle the individual load of the elevator enclosure on the top floor of the parking garage.
    - i. All designs will comply with current code requirements when the existing Monorail systems are decommissioned and the spaces are returned to parking
  - c. Design Development (60%) Drawings will include substantial layout of modifications to HVAC to provide cooling for the top level elevator lobbies. This includes coordination with entire design team for routing of HVAC ducts and power requirements.
2. Short Term Parking Garage:
  - a. Incorporate all comments and coordination resulting from 30% design review.
  - b. 60% Drawings will include further developed designs for the layout of modifications to HVAC to provide cooling to the Valet Parking Lobby.

- i. Renovation to the new Valet Parking office is anticipated to include a new fan coil unit that will serve the space that is being developed. This renovation shall be coordinated with the design team.
3. Modifications to all of the systems shall be conducted in such a manner that they will allow the authority to maximize the number of parking spaces that will be able to be returned when the renovation is complete.

#### Fire Protection (VoltAir)

1. Long Term Parking Garage:
  - a. Incorporate all comments and coordination resulting from 30% design review.
  - b. Develop 60% Drawings depicting design of the following:
    - i. Coordinated demolition layout and design.
    - ii. Location of new fire hose cabinets that will be required when the existing monorail system is repurposed to parking.
    - iii. Location of the tie-ins for the fire hose cabinets.
  - c. Coordinate with the AHJ that the installation of the new moving walkways will not impact the current location of the fire hose cabinets on that level.
    - i. If modifications are required, layout will be included in the 60% Drawings.
2. Short Term Parking Garage:
  - a. Incorporate all comments and coordination resulting from 30% design review.
  - b. Develop 60% Drawings depicting design of the following:
    - i. Coordinated demolition layout and design.
    - ii. Location of new fire hose cabinets that will be required when the existing structure is removed from the area.
  - c. Renovation to the existing shuttle lobbies will require a modification to the existing systems within the area. This scope will be further developed as the scope of work is more clearly defined in the Project Definition and Schematic Phases.
    - i. We anticipate that this will include the possibility to add additional fire hose cabinets in the parking area as well as relocating sprinkler heads within the valet parking office.

3. Continue coordination with Manhattan construction for demolition methods and phasing to determine total impact of renovation requirements.

#### Plumbing (VoltAir)

1. Long Term Parking Garage:
  - a. Incorporate all comments and coordination resulting from 30% design review.
  - b. Develop 60% Drawings depicting design of the following:
    - i. Indicate rerouting of the storm piping accommodating parking and structural layout on both Level 4 & 7 of the garage.
  - c. Continue coordination of plumbing as the moving walkways design develops.
2. Short Term Parking Garage:
  - a. Incorporate all comments and coordination resulting from 30% design review.
  - b. Develop 60% Drawings depicting design of the following:
    - i. Indicate rerouting of the storm piping accommodating parking and structural layout on both Level 4 & 5 of the garage.
3. Coordinate with Manhattan construction for demolition methods and phasing to determine total impact of renovation requirements.

#### Manhattan Services

1. Site visits and investigations including: general information gathering, supervision of surveying, testing, demolition and investigation services.
2. Project Management and oversight including attendance in project meetings and conference calls to facilitate overall design effort and coordination with Authority and stakeholders.
3. Manhattan will generate a constructability review and report of the 60% documents and review with design team. The Authority will receive the constructability report with the document submission.
4. Manhattan will provide schedule, phasing and logistics planning services. These services will include:
  - a. Refinement of the project schedule as additional stakeholder's comments, needs and constraints are learned.
  - b. Finalize the Project phasing, staging and other logistics plans including removal of demolished materials from both garages.

4. Manhattan will provide estimating services including design development budget and estimating case studies and evaluations as needed to facilitate advancement and on-budget delivery of the project.
5. Manhattan will provide a cash flow analysis with the submission of the design development document submission.
6. Manhattan will develop and bid the moving sidewalks and applicable scopes of work.
7. Manhattan will perform bid scoping, bid tabulations and analysis in conjunction with C&S and the Authority.
8. Manhattan will prepare Part 2 GMP for procurement and release of the moving sidewalks.

### **Construction Documents Phase (90%)**

The services included under this Phase shall generally consist of services required to furnish Manhattan with a complete set of 90% Contract Documents for the Project, including Final Plans and Specifications for the Moving Walkways Installation.

Services to be performed or furnished during this Phase may include revising the Design Development submittal information to comply with TPA comments and then completion of the 90% design.

Plans and Specifications, suitable for unit price bidding, will be completed; 90% design will be coordinated with Manhattan and TPA. The specific services to be provided or furnished for this Phase of the Project are the following:

#### **General**

1. Finalize three-dimensional (BIM) modeling of Moving Walkways and Monorail Decommissioning.
2. Prepare 90% Contract Drawings and Specifications of Moving Walkways incorporating all design aspects of the project and surrounding site to clearly describe the construction requirements for bidding and execution. This work will include dimensioning and delineation of plans, sections, elevations, and details, as well as schedules to define the work.
  - a. Incorporate 60% design review comment in drawings and specifications
3. Coordinate with estimator on detailed quantity takeoffs of all bid items to refine GMP
4. Perform internal quality control review on all design documents. QA/QC documents will be submitted to TPA.
5. Submit sufficient copies of design documents to TPA for review and comment.

6. 90% Design Documents shall consist of the Contract Drawings, Contract Specifications, QA/QC drawings, Structural Calculations, and cost estimate.
7. Attend one (1) design review meeting with TPA and stakeholders.
8. Design team to coordinate with Manhattan to review cost of itemized task descriptions and probable costs of final scope of work.

#### Architectural (C&S)

1. Provide permit documentation for wayfinding signage within the STPG, Main Terminal, elevator directory signage and regulatory (including STOP) signage, fire department + life safety signage. Includes modified designs and new signage as project condition dictated. Designs replicate the existing signage graphic standards with in-kind signage replacement. Designs to provide passengers with the same Main Terminal wayfinding experience directing them from the level 4 of the LTPG to the Main Terminal.
  - a. Provide signage designs, including regulatory signage, for permit purposes, illustrating “Wayfinding” for the Terminal, Short + Long Term Parking garages, and at each elevator bank locations including elevator cabin interiors (as requested).
  - b. Provide drawings illustrating final type of signs and final location layout relevant to each construction phase.
  - c. Drawings will provide final ADA design for permitting purposes.
  - d. Permit drawings will reflect the collective 60% comments from TPA, Manhattan and C&S companies.
  - e. Permit drawings to confirm final signage colors, dimensions, anchoring method and fabrication specifications.
2. Provide permit drawings illustrating the final design for the Long Term parking layout on Level 7. Provide permit drawings for retrofit designs including fully vetted, analyzed and coordinated details specific to the Monorail Decommissioning infill construction at Level 7.
3. Provide permit drawings illustrating the final design for the Short Term parking layout on Level 4. Provide permit drawings illustrating the inter-face details including fully vetted, analyzed and coordinated details for the demolition(s) and removal of both existing enclosures on Level 4.
4. Provide permit drawings illustrating the final design for the Short Term parking layout on Level 5. Provide permit retrofit drawings including fully vetted, analyzed and coordinated details for the inter-face between the partial demolitions of existing Monorail Station enclosure on Level 5 to the new design including specific constructible details.



5. Permit drawings will provide design for the retro-fit of the existing “open-air” pedestrian connector walk between the Long Term, Level 7 and the Short Term, Level 5 garages.
  - a. Designs for ADA access and compliance will be provided for permit purposes.
  - b. Final Material and Finish Schedule, locations, details and specifications for high - traffic floor, wall and ceiling finishes will be provided for permit purposes.
6. Provide fully developed “Life Safety Plan” drawings for permit purposes for each garage level (including all levels of PGs as deemed necessary by AHJ) impacted by the project scope of work.
7. Provide permit inter-face drawings illustrating the decommissioning, demolition and new moving sidewalk(s) installation scope.

#### Structural (C&S)

1. Long Term Parking: Continue development to 90% completion level of demolition, parking layouts, and walkway configurations, provide analysis as necessary.
  - a. Fine-tune loading scheme for new layout of parking on Levels 4 and 7 and walkways at Level 4 Long Term based on 60% review comments:
    - i. Verify compliance with loading limitations
    - ii. Fine-tune design and detailing of supplemental framing, if required
    - iii. Fine tune repair required at new ramp between Long and Short Term PG
  - b. Reassess requirement for shoring of the structure to perform the Work
  - c. Verify coordinated demolition and phasing on Level 7 from 60% Deliverable
2. Short Term Parking: Further develop analysis and layout of framing for Monorail structural removal and replacement of parking level structure in the Short Term Parking Garage.
  - a. Finalize phasing with Manhattan for structure removal and installation of new steel to help inform the structural design
  - b. Further develop demolition drawings to a 90% completion level:
    - i. Monorail demolition
    - ii. Structural floor demolition
    - iii. Demolition at new ramp between Long and Short Term PG
  - c. Further develop framing plan and detail drawings to a 90% completion level::

- i. Floor infill: including slab, beam, and girders
  - ii. New structure at ramp between Long and Short Term PG
3. Review 90% completion level of structural drawings and specifications for feasibility
4. Finalize building 3D Revit model of all applicable framing to be incorporated in the Short and Long Term parking garages.
5. Finalize coordination with walkway manufacturer and update analysis as necessary.
6. Compile structural calculations package for permit submission.

Electrical (C&S – LTPG; VoltAir – STPG)

C&S (LTPG)

1. Incorporate all comments and coordination from Design Development (60%) phase.
2. Continue coordination with walkway manufacturer and update analysis as necessary based on power and lighting requirements.
3. Develop the design of electrical service, power distribution system, lighting layout, and fire alarm system to a 90% completion level.
4. Finalize coordination with walkway manufacturer and update analysis as necessary based on power and lighting requirements
5. Finalize development of 3D Revit model based on design of the systems
  - a. Finalize 3D Revit models for Permit Submission

VoltAir (STPG)

1. Develop of design and renovation of the systems to a 90% level for permitting, depicting the following:
  - a. All demolition elements.
  - b. Design of lighting in new parking layout.
  - c. Fire alarm systems finalized to meet the code required coverage and systems within the renovated space.
  - d. Design of renovated lighting and power in the Valet Parking Lobby area as well as demolished elevator lobbies.
2. Perform QA/QC of overall package including C&S's LTPG documents.

Mechanical (VoltAir)

1. Long Term Parking Garage:
  - a. Incorporate all comments and coordination resulting from 60% design review.
  - b. Develop 90% level design drawings that incorporates all elements required for permit set.
  - c. Construction Drawings (90%) will include final layout of modifications to HVAC to provide cooling for the top level elevator lobbies. This includes final coordination with entire design team for routing of HVAC ducts and power requirements.
  - d. Develop 90% specifications for permit.
2. Short Term Parking Garage:
  - a. Incorporate all comments and coordination resulting from 60% design review.
  - b. Finalize demolition plans and phasing coordination to ensure airport is continuously operating and that this renovation shall not impact the operation of the airport.
  - c. 90% Drawings will include permit level designs for the layout of modifications to HVAC to provide cooling to the Valet Parking Lobby.

Fire Protection (VoltAir)

1. Long Term Parking Garage:
  - a. Incorporate all comments and coordination resulting from 60% design review.
  - b. Develop 90% Permit Drawings depicting design of the following:
    - i. Coordinated demolition layout and design.
    - ii. Location of new fire hose cabinets.
    - iii. Location of the tie-ins for the fire hose cabinets.
2. Short Term Parking Garage:
  - a. Incorporate all comments and coordination resulting from 60% design review.
  - b. Develop 90% Permit Drawings depicting design of the following:
    - i. Coordinated demolition layout and design.

- ii. Location of new fire hose cabinets.
  - iii. Location of the tie-ins for the fire hose cabinets.
  - iv. Relocated sprinkler heads within the valet parking office.
3. Finalize coordination with Manhattan for demolition methods and phasing.

#### Plumbing (VoltAir)

1. Both Garages Garage:
  - a. Incorporate all comments and coordination resulting from 60% design review.
  - b. Develop 90% Permit Drawings depicting design of the following:
    - i. Finalized rerouting of the storm piping accommodating parking and structural layout on both Level 4 & 7 of the garage.
    - ii. Finalized rerouting of the storm piping accommodating parking and structural layout on both Level 4 & 5 of the garage.
  - c. Finalize coordination of plumbing with design team and moving walkways manufacturer.
2. Finalize coordination with Manhattan for demolition methods and phasing.

#### Manhattan Services

1. General information site visits
2. Project Management and oversight including attendance in project meetings and conference calls to facilitate overall design effort and coordination with Authority and stakeholders.
3. Manhattan will coordinate and submit the permit documents.
4. Manhattan will generate a constructability review and report of the 90% documents and review with design team. The Authority will receive the constructability report with the document submission.
5. Manhattan will provide estimating services including 90% construction document budget and estimating case studies and evaluations as needed to facilitate advancement and on-budget delivery of the project.
6. Manhattan will be working on developing bid packages and scopes of work.

7. Manhattan will conduct pre-bid meetings, outreach to maximize MWBE/ DBE and qualified subcontractor participation.

### **Construction Documents Phase (100%)**

The services included under this Phase fine-tune the 90% Contract Documents for the final development of the GMP of the Project, including Final Plans and Specifications. The specific services to be provided or furnished for this Phase of the Project are the following:

1. Finalize three-dimensional (BIM) design of all elements of the project.
2. All design disciplines to develop and finalize all necessary sections, details, schedules, quantities, and specifications required for final development of GMP, coordination and construction.
3. Prepare 100% Contract Drawings incorporating all design aspects of the project and surrounding site.
4. Prepare 100% Specifications.
5. Coordinate with estimator on detailed quantity takeoffs of all bid items to finalize GMP
6. Perform internal quality control review on all design documents. QA/QC documents will be submitted to TPA.
7. Submit final documents to TPA for final review and comment.
8. Provide structural calculations package for record.
9. 100% Design Documents shall consist of the Contract Drawings, Contract Specifications, QA/QC drawings, Manhattan constructability review, Structural Calculations, and cost estimate.
10. Attend a final review meeting with TPA to discuss and resolve final comments.
11. Scopes of work will be finalized and bid. The received bids will be scoped, tabulated, analyzed and submitted to the Authority for review.
12. Part 2A (Moving Walkway Installation) and Part 2B (Monorail System Decommissioning) GMPs will be compiled and submitted to the Authority for review.

## D. BIM APPROACH

With all design disciplines in-house, Manhattan and C&S will use Revit (our 3D design platform) to develop various building systems in concert with one another to produce a coordinated set of construction documents.

The Design-Build team will setup a kickoff meeting with the HCAA BIM Manager to align expectations prior to beginning the modeling process. It is understood that C&S will be provided the HCAA BIM standards prior to commencement of the modeling process (assumed during initial meeting with the HCAA BIM Manager).

Our standard BIM practice is to provide a 300 Level of Development (LOD), defined as follows:

- Spatially accurate Architectural and building elements depicting a LOD 300 for all building and façade elements
- Spatially accurate MEP elements (i.e. size and maintenance clearances commensurate with equipment selection)
- Manufacturer info and capacities incorporated into families/schedules (provided only on new installation of equipment)
- Structural members depicted at correct size/type (i.e. joist, beams, trusses, etc.).
  - Reinforcement and ancillary steel supports provided as 2D detail items
- Accurate duct sizing/routing coordinated with structure
  - Limited to duct fittings/types provided in Revit template. Does not include custom-fabricated sheet steel objects.
- Sloped piping and routing coordinated with structure (limited to pipe sizes 2-inch and larger)

We suggest splitting Revit models up amongst key design disciplines (coordinated with HCAA standards at kickoff):

- Architectural
- Mechanical & Electrical
- Plumbing
- Structural

Further model refinement would be provided by specific worksets tailored to key systems and workflows with other vendors. Real-time model coordination would be accomplished via a central model server, such as Autodesk's coordination for Revit and/or A360.

The construction documents would be submitted at milestone reviews, and finally as Permit Documents for bidding and construction. A separate specifications manual will be provided with the Permit documents.

## **E. ANTICIPATED SCHEDULE**

See schedule attached provided as a separate document depicting dates and durations of above scope of services

Note that permit review durations vary. C&S commits to no more than 2 weeks to address permit comments upon receipt of all discipline reviews from AHJ.

Estimated construction duration is as shown in schedule. Fees may require modification should schedule be extended.

## **F. BIDDING & AWARD PHASE**

1. Assist Manhattan during bidding period. Attend pre-bid meetings as necessary, perform bid review, and respond to Sub-Contractor RFI's and questions.
2. Manhattan shall perform reproduction and distribution of all bid documents.

## **G. CONSTRUCTION ADMINISTRATION SERVICES**

Design Team will perform submittal and shop drawing review, as well as providing responses to Requests for Information. Submittals will be returned within (10) working days of receipt and RFIs will be returned within (5) working days of receipt.

C&S, and Sub-consultants will perform (36) site visits per design discipline throughout construction to perform, at a minimum, the following:

1. Rebar installation completion and MEP rough-in prior to concrete pour
2. Major Equipment installation milestones
3. Miscellaneous milestones deemed necessary by Manhattan.
4. Commissioning of equipment
5. Punch Walk

C&S project manager(s) will also attend weekly virtual/conference call TPA/Manhattan meetings and attend bi-weekly site visits throughout construction based on the schedule provided, included in the

above scope of services. Design Discipline leads will attend a total of five (5) each weekly virtual/conference calls on an as requested/needed basis. It is understood that unforeseen conditions arise, and C&S will address additional site visits on a case-by-case basis.

## H. TRAVEL REQUIREMENTS

Given the scope and complexity of this project, Manhattan and C&S have assembled a team of experts, some which will be traveling from out of the tri-county area. The design discipline leads and various members will strategically be traveling into the Tampa area for coordination with Manhattan and TPA to attend meetings and perform field/site visits. The following assumptions and guidelines helped develop of the allowances for direct expense related fees (shown in attached fee spreadsheets):

1. Assumed seven team members traveling once during Schematic Phase and once during 90% Design phase for initial site walk and final/verification site walk, respectively.
  - a. Schematic Phase Site walk anticipated to take 3 days. Allowance accounts for overnight stay for all team members
  - b. 90% Final/Verification Site walk anticipated to take 2 days. Allowance accounts for overnight stay for all team members
2. Assumed four team members traveling once monthly during design for coordination meeting with TPA
3. Assumed each design discipline will have one team member travel once monthly during construction for the duration of construction operations to attend on site meeting or meeting with TPA
4. Included travel for Manhattan Project Director.

## I. PART 1 MEETINGS

Manhattan and C&S anticipate that, at a minimum, the following meetings throughout the design phase (Part 1) of the project will be required. It is understood that as conditions develop and the need arises for an additional meetings, outside of the below list, the project team will notify TPA with ample time to gather the appropriate parties for coordination of specific items. The meeting anticipated are as follows:

1. Kickoff Meeting with all stakeholders as deemed necessary by TPA
2. Review and Coordination at development of the Project Definition Documents
3. Review and Coordination of the Schematic Design (30%) Documents



4. Review and Coordination of the Design Development (60%) Documents
5. Review and Coordination of the Construction Documents (90%)
6. Review of the 100% Construction Documents and GMP

In addition to the above meetings, C&S Project Manager, along with Manhattan Construction will participate in bi-weekly meetings during design for coordination purposes and to allow for informal review and decision making. These meeting times will be set at the commencement of the project.

Manhattan and C&S will develop an agenda for each meeting and send to team 2 days prior to the meeting for involvement of appropriate parties.

## **J. EXCLUSIONS & ASSUMPTIONS**

The conditions or considerations in developing the scope and fee for the project described above include:

1. Manhattan and C&S have allowed for one coordination meeting per week with client and contractor for Project Manager and one coordination meeting per month for each design discipline lead for a duration of 10 months.
2. Assumed that since this project budget is less than half of the total construction cost of the parking garages and area of construction being modified is less than 50% of the total square footage of the parking garages, the design will comply with the Florida Existing Building Code and will not require all systems meet the latest code requirements. Design team shall meet with AHJ during initial phase of project to confirm this assumption and coordinate with HCAA.
3. Reproduction and distribution of bid documents shall be provided by the Manhattan.
4. It is assumed all field investigation, surveying, scanning, etc. will be complete by commencement of the Design Development (60%) stage for use in the design process.
5. The BIM design process and use of Revit are assumed for design team coordination purposes. It is assumed TPA is not expecting modeling beyond what is necessary for coordination and to produce construction documents.
6. The proposed engineering fee assumes the Project in its entirety will be designed and submitted in two packages:
  - a. Moving Walkways Installation at Long Term Parking Garage Level 4 and associated re-striping layout
  - b. Monorail Decommissioning and remaining parking/stripping layouts
7. Redesign efforts due to major Owner changes in design from previous submissions is excluded and will be considered an additional service.

8. Design layout narrative and sketch recommendations will be made during Project Definition phase with minimal generation of drawings as necessary to convey the overall scheme.
9. Manhattan and C&S will provide a design with sustainable considerations in mind and as available to the project. However, it is assumed any type of green certification is not a facility requirement and not part of this project.
10. Adequate water supply is provided from municipal water system. Fire pump, water storage, and associated systems are excluded.
11. It is assumed there are no existing deficiencies within the parking garage systems. A guarantee or warranty, expressed or implied, of the adequacy of any preexisting building components or conditions is excluded.
12. Pre-existing conditions are considered to be either in accordance with current governing codes or applicable codes at the time of construction and will not require any upgrades or additional work with the exception of what is included in the above scope of services or other upgrades within the Design-Builder's standard of care.

## **K. ADDITIONAL SERVICES**

Additional scope items will be handled on a case by case basis and will incur additional fees.

## **L. SCHEDULE OF FEES**

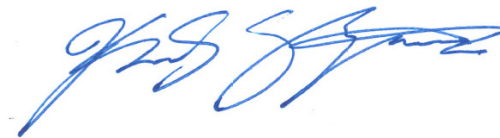
See attached spreadsheet breakdown for full schedule of fees.

We are looking forward to engaging in this effort with you. If you have any questions or require additional information, please do not hesitate to contact us.

Sincerely,



Paul Dorsey  
Project Director  
Manhattan Construction Company



Kerrick Stegmeier II, P.E.  
Managing Engineer  
C&S Engineers, Inc.



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*Aviation Facility Focused Scanning, Modeling, and BIM*

## Laser Scanning and Revit Model Proposal– Tampa International Airport Parking Garages – Revision Two

Proposal Date: 5/12/2020

Project: Tampa International Airport Parking Garages

Prepared for: Kerrick Stegmeier  
Managing Engineer  
C&S Companies  
4830 West Kennedy Blvd, Suite 600  
Tampa, FL 33609

Digital Building Services, LLC is pleased to provide this proposal for the High Definition laser scanning and Revit modeling of selected parking levels at TIA. The scope of this proposal is determined based on the scope provided by C&S. The following proposal shall detail the scope of work we believe appropriate to accomplish your required goals and the means and methods by which to accomplish the tasks. Please review this document and let me know if you have any questions. We are always available to discuss via conference call at your convenience. Thank you for the opportunity to submit a proposal on this project and we look forward to working together.

### *Scope of Work*

#### *Boundary*

The scope has been tailored to the parking levels at TIA. The area is approximately 968,670 SF of existing space to be scanned and subsequently converted to a Revit deliverable. DBS is planning on deploying 3 crews to scan the facility. Any increase or decrease to the square footage will result in a modification to this proposal. No changes or alterations will be made to the scope below without discussions with C&S.

# Scope of Work

Short Term Parking Level 4 – 57,326 SF

Short Term Parking Level 5 – 118,360 SF

Long Term Parking Level 4 – 160,065 SF

Long Term Parking Level 7 – 236,427 SF

Long Term Parking Ceiling Only of Level 3 – 160,065 SF

Long Term Parking Ceiling Only of Level 6 – 236,427 SF

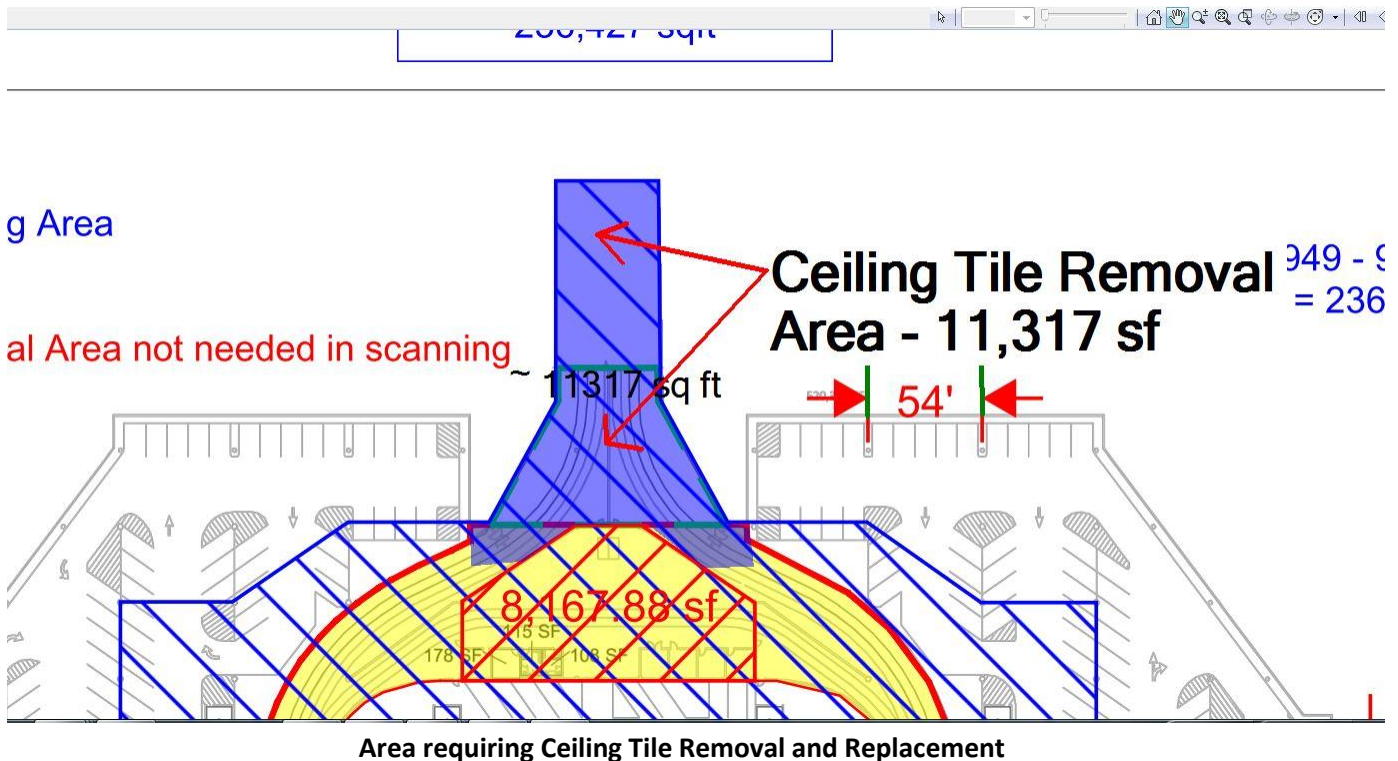
Total Square Feet to be scanned and modeled – 968,670

*Note – The scope for Long Term Ceiling Only of Levels 3 and 6 will mirror the same scope that we are completing for the floor surface of Long Term Parking Levels 4 and 7.*

On the following four pages the scope is shown for Short Term Levels 4 and 5 along with Long Term Levels 4 and 7.

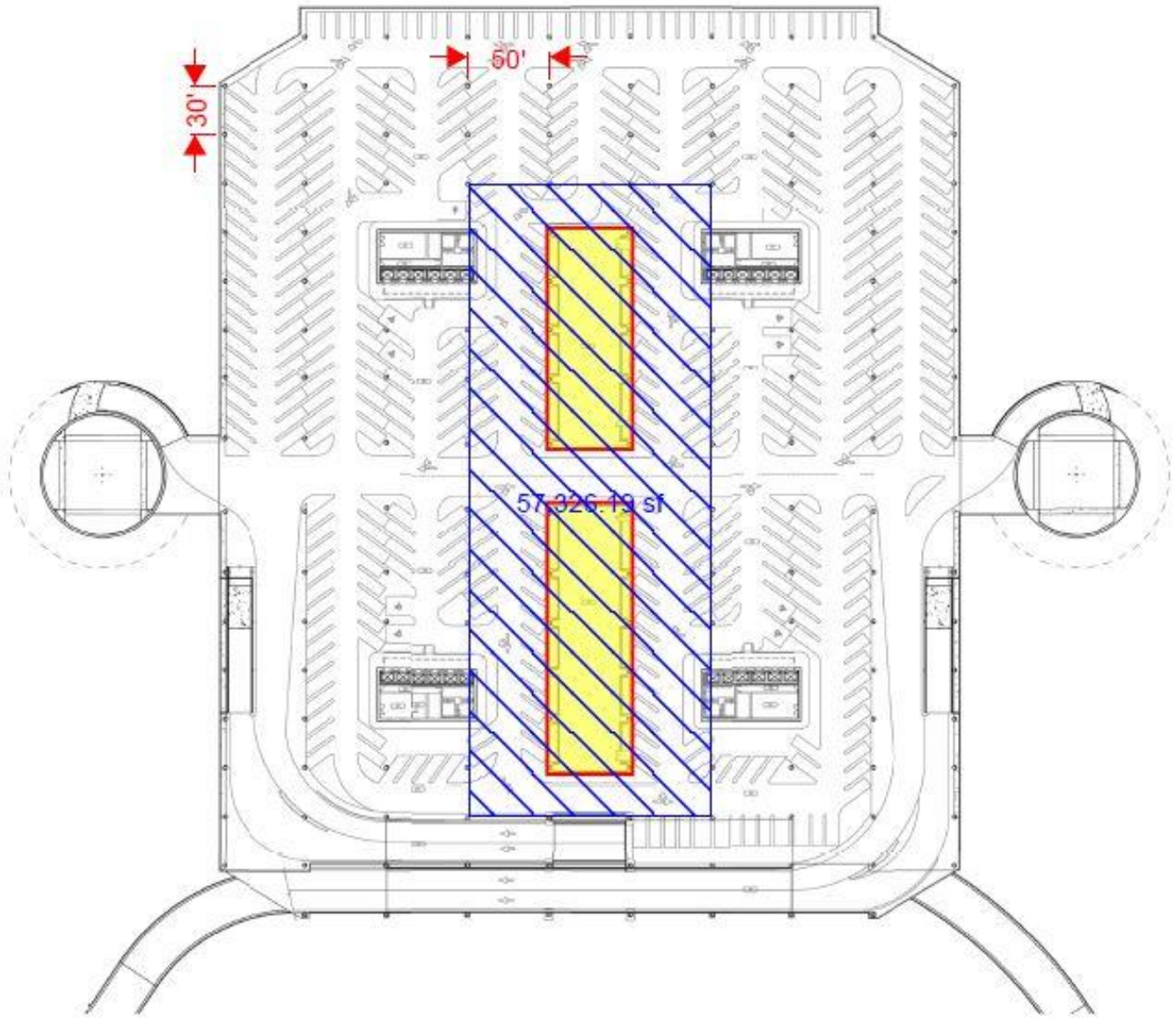
The scope of the Ceiling Only scans of Levels 3 and 6 of the Long Term Parking are not shown below.

The scope will require ceiling tile removal and replacement only at the location shown below on Level 7 Long Term.



Total Scanning Area =  
57,326 sqft

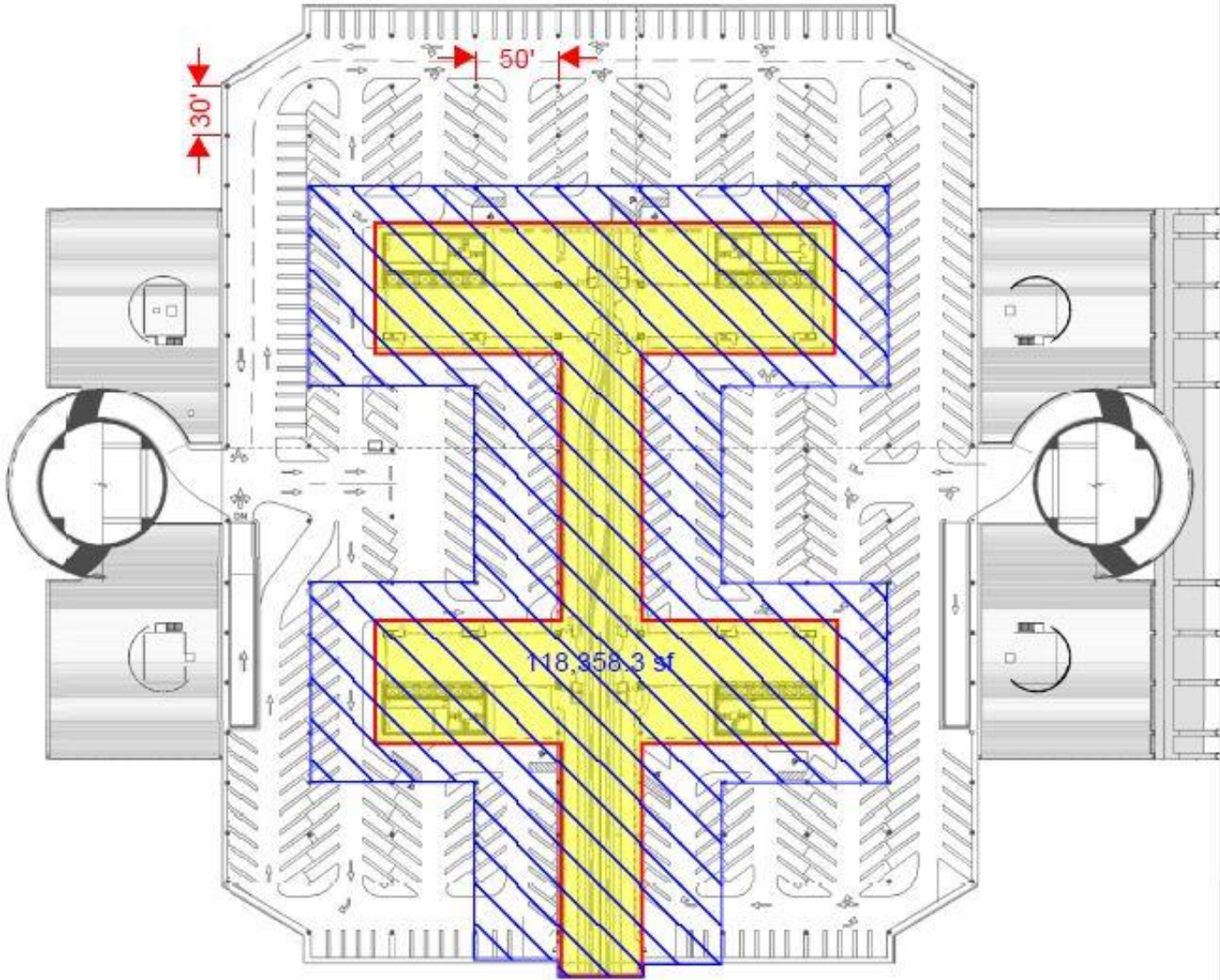
57,326 sqft



AREA OCCUPIED BY THE MONORAIL SYSTEM  
SHORT TERM PARKING GARAGE (STPG)  
LEVEL 4

Total Scanning Area =  
118,360 sqft

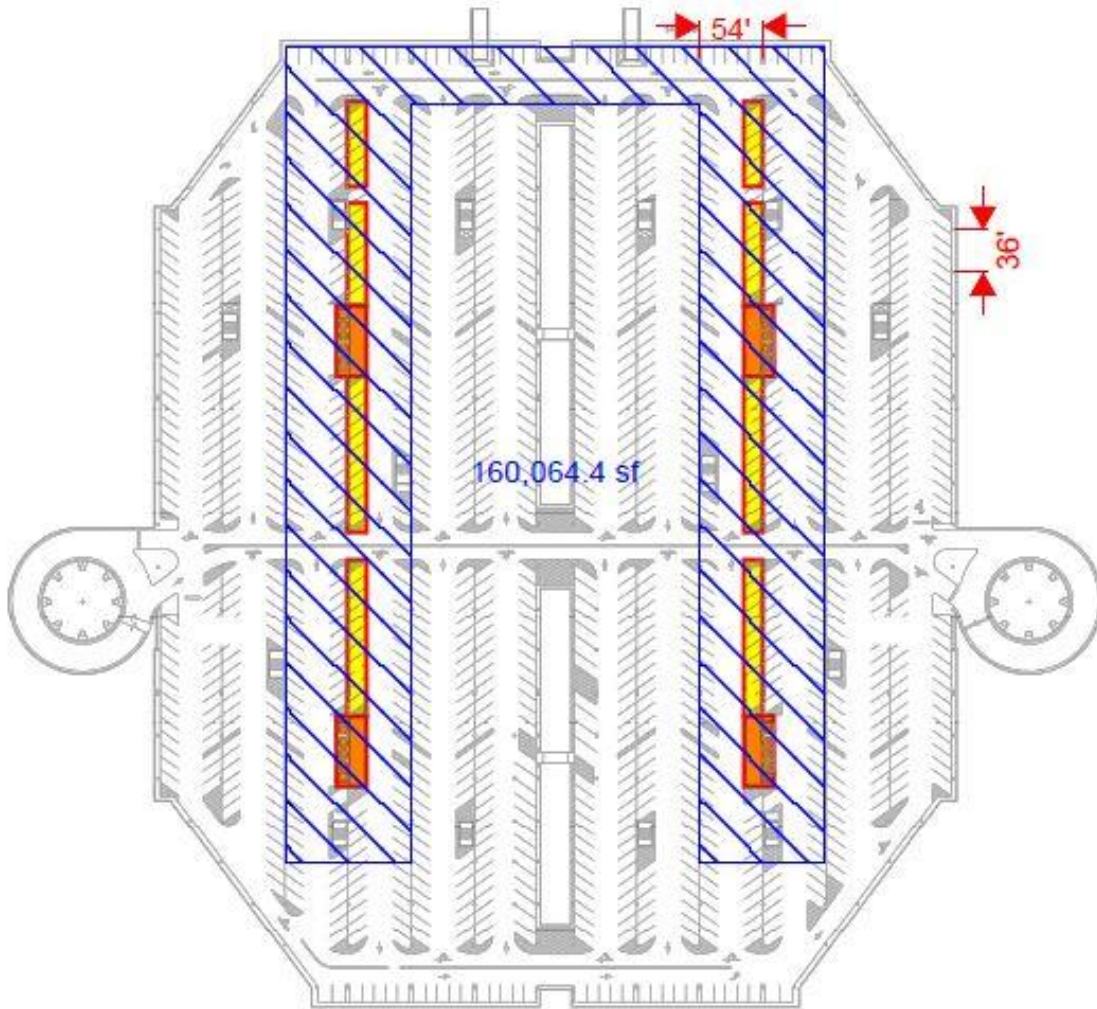
118,360 sqft



AREA OCCUPIED BY THE MONORAIL SYSTEM  
SHORT TERM PARKING GARAGE (STPG)  
LEVEL 5

Total Scanning Area =  
160,065 sqft

160,065 sqft



PROJECT AREA  
LONG TERM PARKING GARAGE (LTPG)  
LEVEL 4  
MOVING WALKWAY INSTALLATION





If the client desires to have onsite control tied to the scan and subsequent model, it must be provided prior to scanning. DBS will assist with the coordination of the teams' survey partner if needed. DBS has stated in the previous scope discussions that we need approximately six points per level, or the client may opt to direct the survey crew to record our temporary targets which will allow for the same georeferencing to occur.

Capture all MEPFP building systems located within a 30ft perimeter of the monorail system. We assume these systems to be relatively low density, similar to what exists in a typical parking garage.

A 3D laser scanner is a line-of-sight measurement instrument and can only record or capture visible elements with the instrument's sight line. Any difficult to reach areas obstructed by permanent immovable partitions may not be captured by the scanner. Existing vehicles located in the parking garage at the time of scanning may result in assumptions or missing data in the model of the blocked surfaces. Any coordination to have vehicles removed on levels prior to scanning is the responsibility of the client.

## **Deliverable Details**

Grayscale Webshare of scan data to be provided to team by DBS.

Model all Electrical conduits (one) 1 inch and larger, including all panels, equipment, switchgear, cable trays and lights.

Provide an LOD 300 Structural and MEPFP Model

Model all HVAC Systems, including ductwork, and equipment.

Model all Mechanical Piping System (one) 1 inch and larger.

Model all Plumbing Systems (one) 1 inch and larger.

Model all Fire Protection Systems (one) 1 inch and larger including all visible elements (one) 1 inch or greater, including piping and sprinkler heads.

Model all Interior Structural elements, including cross bracing, beams, and columns. Structural elements that are not visible and inaccessible will not be modeled.

Obscured elements will be handled in the following way: (A). Partially obscured elements: visible parts will be modeled. (B). Completely obscured elements will not be modeled at all.

### Level of Development

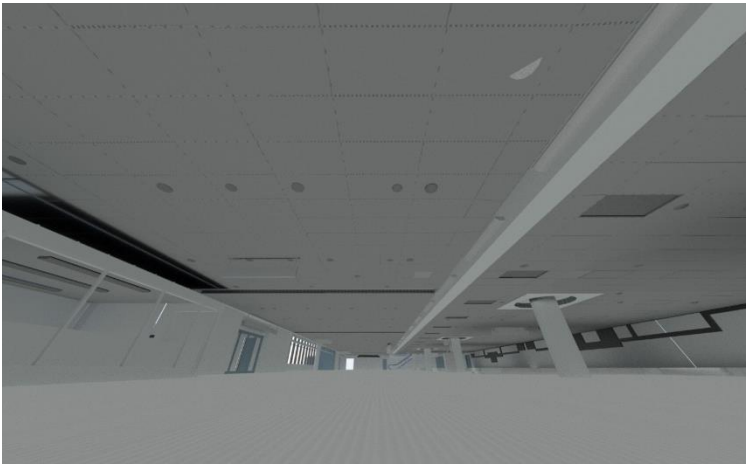
The survey shall include the following details:

1. One 11,000 SF area on Level 7 will require ceiling tile removal and replacement by DBS to acquire above ceiling data. Any additional areas of tile removal may result in an increase in costs.
2. MEPF building elements larger than 1" in diameter. Fittings shall be modeled using standard Revit families that closely match site conditions.
3. Floors shall be modeled as surfaces and not DTM meshes.
4. Level of Accuracy conforms to **USIBD LOA 30**.

Level	Upper Range	Lower Range
LOA10	User defined	5cm *
LOA20	5cm *	15mm *
LOA30	15mm *	5mm *
LOA40	5mm *	1mm *
LOA50	1mm *	0 *



DBS Model – Reagan National Airport (DCA)



*Ft. Lauderdale Hollywood International (FLL) T4 Claims Model with ACT removed*

### *Exclusions*

The following shall be excluded from the scope or otherwise priced separately.

1. MEPF elements smaller than 1" in diameter unless included as part of a conduit rack or pipe bundle.
2. Civil survey details of roadways/taxiways.
3. Topographical elevation information on roadways, taxiways, and runways
4. Manhole or hand-holes on the roadways
5. Temporary structures such as carts, kiosks, tugs and carts, trash cans, non-permanent furniture, etc.
6. Logos and branding materials
7. Banners or printed signage that is not raised or permanent (scanners cannot always see this signage)
8. Speakers and other A/V equipment, security cameras included.
9. Parking striping is excluded in the model but may be visible in the scan data.

### *Deliverables*

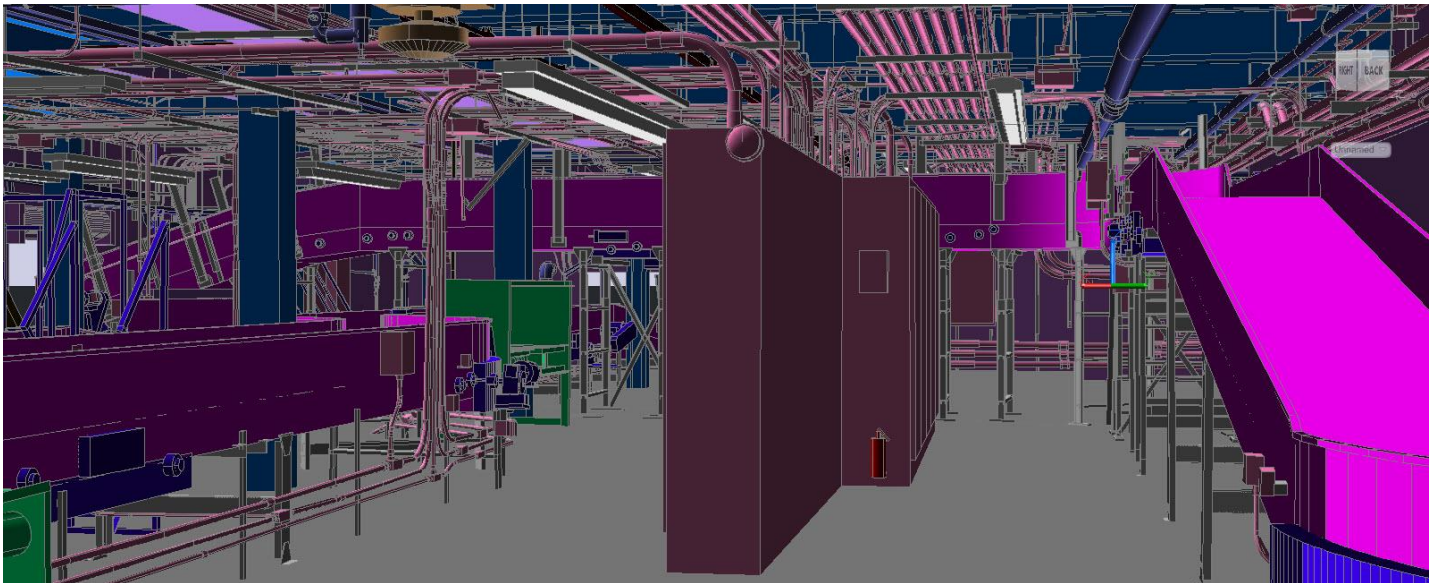
The customer will receive the following deliverables:

1. **2020 Revit 3D Model** – Model shall be generated using standard Revit families in native format. The geometry/elements in the model will be separated by trade (HVAC, Mechanical Piping, Plumbing, Electrical, architectural, structural, etc.) and include fittings (essentially trying to avoid generic models so the model can be used to develop their coordination models). The customer is advised that DBS is not an MEPF engineering company and may not have the expertise to identify all parametric features without assistance.
2. **Point cloud data** – The customer shall receive an Autodesk Recap (.rcp) database containing all the scan data collected on-site in black and white. This data shall be registered and geo-referenced to assumed project coordinates.
3. **WebShare** – DBS FARO WebShare is a cloud-based hosting solution from DBS for easy and secure viewing and sharing of scan data worldwide via the internet. There is no software or access cost associated with this deliverable. This program allows the user to easily take measurements and annotate the imagery from the scanned positions.

## Assumptions

The price quoted below is based on the following assumptions:

1. Field crews will have access to the jobsite a minimum of 10 hours a day possibly during evening non-peak hours. The customer is responsible for initial coordination with all tenants and facility managers access into all spaces within the scope. DBS will manage coordination once on site.
2. The jobsite has power and it is available to our field crews. Standard wall outlets may be used to power laptops or re-charge batteries for the equipment.
3. Escort or badging will not be needed. If badging is required, DBS will submit costs for reimbursement.
4. Parking at the airport's garage is included in the pricing of this proposal.
5. DBS plans to have a minimum of 3 scan crews and one PM onsite for this project.
6. MEP above ceiling areas that have ceilings that are gypsum or other permanent material will not be visible in the scan and model.



*Revit Model – McCarran International Airport -Las Vegas NV*

## Means and Methods

The Faro X330, the Leica “P” series laser scanner (or similar) shall be used to survey the project. This type of scanner shall be used due to their high-accuracy and spatial density at longer ranges.

If desired, survey control to be provided by client for referencing the cloud and model. DBS will assist with coordination of surveyor chosen by client once onsite. If client does not desire to have the final model georeferenced to a specific survey coordinate system, DBS will best fit the model to existing features on the existing cad file or set a project relative coordinate system. *DBS HAS COMPLETED MANY AVIATION FACILITY SCANNING OPERATIONS AND UNDERSTANDS THAT WE WILL NEED TO COORDINATE WITH OPERATIONS AND VENDORS. AIRPORT OPERATIONS MAY REQUIRE US TO WORK AT CERTAIN TIMES OR OVERNIGHTS TO MITIGATE DISRUPTION TO DAILY OPERATIONS.*

## Price and Schedule

This proposal is valid for 90 days and includes all expenses including travel and lodging. DBS reserves the right to review and revise the proposal beyond the quoted timeframe. The DBS project manager will notify the

customer if there are any unforeseen circumstances in the field that exceed the allowances in this proposal. Any additional reimbursable expenses shall be approved by the customer, in writing, prior to incurring the expense.

Price and Schedule				
Area	Description	Square Footage	Price	Schedule
<i>Parking Garages as described in Scope of Work above.</i>	3D Laser Scan Data Acquisition of 3 - 4 crews onsite including all, Expenses, equipment, labor, and data preparation for model processing along with LOD 300 2020 Revit model and FARO Webshare.	<b>968,670</b>	<b>\$147,961</b>	15 field days to complete onsite scanning.

- 1. Price shown is hourly not to exceed quote**
- 2. Breakdown of costs to be provided as a separate document to follow.**

Thank you for the opportunity to submit a proposal on this project and we look forward to working together.

Respectfully,

Jose Mesa  
Digital Building Services, LLC

DBS Management Team



***Jose S. Mesa – President***

A graduate of Florida International University with a Masters in Construction Management and a Bachelors in Design/Architectural Studies, Jose has been involved with scanning for over 16 years. Jose has developed a niche in the aviation industry. He has deployed survey and laser scanning practices to the installation of new baggage-handling systems in existing airport buildings. Successful projects in Houston, Atlanta, Orlando, Anchorage, Pittsburgh, Philadelphia, Seattle, and Minneapolis are a testament to the strength of the team that he has developed. With an average of two hundred critical interferences on these projects, the analysis has saved general contractors and airport agencies hundreds of thousands of dollars in delays and last-minute changes.

In addition, Jose helped coordinate between design drawings, scan data, 3D models and construction layout to provide the client with consolidated project solutions for survey control and building information

management. Mr. Mesa's laser scanning and subsequent model generation has been documented in two Airport Improvement Magazine Articles, "3D Modeling Prevents Construction Conflicts at Orlando Intl" May/June 2009 and "Terminal Makeover Finally a Reality at Anchorage International". Jan/Feb 2010



***Lance G. Olsen – Vice President***

Having 22 years of structural construction surveying experience at Walt Disney World, Universal Studios, and Sea World in Orlando, FL, Mr. Olsen has been involved with 3D laser scanning for 14 years with a primary focus on aviation terminal renovation and BHS system upgrades for Architects and General Contractors. His depth of knowledge regarding high-accuracy conventional surveying experience has made him an integral part of merging critical field surveying practices with high definition laser scanning. During Lance's career, one of the more challenging projects the Terminal C project in Houston, where Lance combined a full multi-level high-definition scan with the establishment of survey control and providing the customer with control grid lines and vertical control to ensure a smooth BHS installation. This project at IAH received the ABC Merit Award for National Excellence in Construction. Lance also managed the laser scanning field operations on the Acronym CAD Award winning *"Proof of Concept Lets FAA Share its Vision of a Lifecycle BIM Implementation-Design through Decommissioning"*. Mr. Olsen is certified on all Leica Scanning and software equipment.



## EXHIBIT B FEE ESTIMATE

Project Fee Proposal - Manhattan Team - Summary Sheet												
<b>Monorail System Decommissioning</b>												
HCAA Project Number: 8315 20												
4/2/2020												
Basic Design Services		Project	30%	60%	90%	100%	Total	Construction	Total	W/MBE %	% W/MBE	% Construction
Engineering & Preconstruction Services		Definition	Schematic	Design Dev.	Const. Docs	Final Docs	Part 1	Administration		of Design Fee	Goal	Cost
Manhattan		\$ 6,960.29	\$ 49,608.19	\$ 54,189.56	\$ 57,213.66	\$ 30,625.49	\$ 198,597.20	\$ -	\$ 198,597.20			
C&S		\$ 47,185.74	\$ 118,966.64	\$ 140,488.50	\$ 142,300.36	\$ 104,498.04	\$ 553,439.28	\$ 188,795.52	\$ 742,234.80			
VoltAir		\$ 10,461.90	\$ 38,500.51	\$ 57,218.02	\$ 55,286.80	\$ 33,224.65	\$ 194,691.87	\$ 100,634.89	\$ 295,326.76	29.12%	20.00%	
Design Phase Sub Total		\$ 64,607.92	\$ 207,075.34	\$ 251,896.08	\$ 254,800.82	\$ 168,348.18	\$ 946,728.35	\$ 289,430.41	\$ 1,236,158.76			
Reimbursable Expenses												
Manhattan												
Travel / Parking		\$ 1,625.00	\$ 4,625.00	\$ 4,625.00	\$ 4,625.00	\$ 4,625.00	\$ 20,125.00		\$ 20,125.00			
Document Printing		\$ 750.00	\$ 1,250.00	\$ 1,250.00	\$ 1,750.00	\$ 1,750.00	\$ 5,500.00		\$ 5,500.00			
Postage		\$ 162.50	\$ 162.50	\$ 162.50	\$ 162.50	\$ 162.50	\$ 650.00		\$ 650.00			
C&S												
Mileage		\$ 250.00	\$ 250.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 2,000.00	\$ 3,500.00	\$ 5,500.00			
Hotel		\$ 1,500.00	\$ 1,500.00	\$ 1,500.00			\$ 3,000.00	\$ 3,000.00	\$ 6,000.00			
VoltAir									\$ -			
Allowances												
Testing / Investigation (X-Ray) / Selective Demo / Survey		\$ 15,750.00	\$ 12,500.00				\$ 28,250.00		\$ 28,250.00			
Site Testing - Tag/Trace/Monitor Electrical (VoltAir)		\$ 20,000.00					\$ 20,000.00		\$ 20,000.00			
3D Laser Scan (DBS-MBE)		\$ 73,980.50					\$ 73,980.50		\$ 73,980.50			
Building Permit					\$ 12,500.00		\$ 12,500.00		\$ 12,500.00			
Customer Service and Tenant Imp. (C&S - Arch & Str.)		\$ 6,250.00	\$ 12,500.00	\$ 12,500.00	\$ 12,500.00	\$ 6,250.00	\$ 50,000.00		\$ 50,000.00			
Customer Service and Tenant Imp. (VoltAir - MEPFP)		\$ 6,250.00	\$ 12,500.00	\$ 12,500.00	\$ 12,500.00	\$ 6,250.00	\$ 50,000.00		\$ 50,000.00			
Sub Total		\$ 15,875.00	\$ 140,518.00	\$ 45,537.50	\$ 44,537.50	\$ 19,537.50	\$ 266,005.50	\$ 6,500.00	\$ 272,505.50			
Total Fee, Allowances, Reimbursable Expenses		\$ 80,482.92	\$ 347,593.34	\$ 297,433.58	\$ 299,338.32	\$ 187,885.68	\$ 1,212,733.85	\$ 295,930.41	\$ 1,508,664.26			



## Moving Walkway Installation

HCAA Project Number: 8315 20

4/2/2020

Basic Design Services		Project	30%	60%	90%	100%	Total	Construction	Total	W/MBE %	% W/MBE	% Construction
Engineering & Preconstruction Services		Definition	Schematic	Design Dev.	Const. Docs	Final Docs	Part I	Administration		of Design Fee	Goal	Cost
	Manhattan	\$ 6,960.29	\$ 49,384.48	\$ 54,189.56	\$ 57,213.66	\$ 30,625.49	\$ 198,373.48		\$ 198,373.48			
	C&S	\$ 52,254.86	\$ 107,292.48	\$ 118,654.20	\$ 115,427.60	\$ 80,781.80	\$ 474,410.94	\$ 188,795.52	\$ 663,206.46			
	VoltAir	\$ 2,153.40	\$ 5,945.32	\$ 10,455.80	\$ 10,687.96	\$ 7,282.21	\$ 36,524.69	\$ 33,452.44	\$ 69,977.13	17.77%	20.00%	
	Design Phase	Sub Total	\$ 61,368.55	\$ 162,622.28	\$ 183,299.56	\$ 183,329.22	\$ 118,689.51	\$ 709,309.11	\$ 222,247.96	\$ 931,557.07		
<b>Reimbursable Expenses</b>												
	Manhattan	\$ 1,625.00	\$ 4,625.00	\$ 4,625.00	\$ 4,625.00	\$ 4,625.00	\$ 20,125.00		\$ 20,125.00			
	Travel / Parking		\$ 750.00	\$ 1,250.00	\$ 1,750.00	\$ 1,750.00	\$ 5,500.00		\$ 5,500.00			
	Document Printing		\$ 162.50	\$ 162.50	\$ 162.50	\$ 162.50	\$ 650.00		\$ 650.00			
	Postage											
	C&S											
	Mileage	\$ 250.00	\$ 250.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 2,000.00	\$ 3,500.00	\$ 5,500.00			
	Hotel	\$ 1,500.00		\$ 1,500.00			\$ 3,000.00	\$ 3,000.00	\$ 6,000.00			
	VoltAir											
<b>Allowances</b>												
	Testing / Investigation (X-Ray) / Selective Demo / Survey		\$ 15,750.00	\$ 12,500.00			\$ 28,250.00		\$ 28,250.00			
	Site Testing - Tag/Trace/Monitor Electrical (VoltAir)		\$ 20,000.00				\$ 20,000.00		\$ 20,000.00			
	3D Laser Scan (DBS-MBE)		\$ 73,980.50				\$ 73,980.50		\$ 73,980.50			
	Building Permit				\$ 12,500.00		\$ 12,500.00		\$ 12,500.00			
	Customer Service and Tenant Imp. (C&S - Arch & Str.)	\$ 6,250.00	\$ 12,500.00	\$ 12,500.00	\$ 12,500.00	\$ 6,250.00	\$ 50,000.00		\$ 50,000.00			
	Customer Service and Tenant Imp. (VoltAir - MEPFP)	\$ 6,250.00	\$ 12,500.00	\$ 12,500.00	\$ 12,500.00	\$ 6,250.00	\$ 50,000.00		\$ 50,000.00			
	Sub Total	\$ 15,875.00	\$ 140,518.00	\$ 45,537.50	\$ 44,537.50	\$ 19,537.50	\$ 266,005.50	\$ 6,500.00	\$ 272,505.50			
	<b>Total Fee, Allowances, Reimbursable Expenses</b>	\$ 77,243.55	\$ 303,140.28	\$ 228,837.06	\$ 227,866.72	\$ 138,227.01	\$ 975,314.61	\$ 228,747.96	\$ 1,204,062.57			



# 30% Design Fee

Project Fee Proposal - Manhattan Team - Summary Sheet													
<b>Monorail System Decommissioning</b>													
HCAA Project Number: 8315 20													
4/2/2020													
Scope/Task		SGM	DM	ME	CE	PE	Eng	Designer	PA	SAD	SID	AD	Total
Basic Design Services		Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	
Task - Project Definition C&S													
	Project Management/Scope/Fee Def.			64									64
	Architectural Site Investigation								6	6	3		15
	Arch Report/Concept Sketches								8	24	40	50	122
	Structural Site Investigation/Coord.			4	12								16
	Structural Narrative			3	22		20	32					77
	Elec Site Investigation				8	4	4						16
	Electrical Narrative				9	11	15						35
	Meetings			4	10	3	4		2	3			26
	QA/QC	2			4				4				10
													0
	<b>Subtotal Hours</b>	2.00	-	75.00	65.00	18.00	43.00	32.00	20.00	33.00	43.00	50.00	381
	Rate	\$ 88.00	\$ 60.00	\$ 55.00	\$ 57.50	\$ 42.00	\$ 34.00	\$ 29.00	\$ 63.50	\$ 30.00	\$ 30.00	\$ 28.50	
	Subtotal Direct Labor	\$ 176.00	\$ -	\$ 4,125.00	\$ 3,737.50	\$ 756.00	\$ 1,462.00	\$ 928.00	\$ 1,270.00	\$ 990.00	\$ 1,290.00	\$ 1,425.00	\$ 14,558.50
	Subtotal Burdened Labor @ 2.92	\$ 513.92	\$ -	\$ 12,045.00	\$ 10,913.50	\$ 2,207.52	\$ 4,269.04	\$ 2,709.76	\$ 3,708.40	\$ 2,890.80	\$ 3,766.80	\$ 4,161.00	\$ 47,185.74

Project Fee Proposal - Manhattan Team - Summary Sheet													
<b>Moving Walkway Installation</b>													
HCAA Project Number: 8315 20													
4/2/2020													
Scope/Task		SGM	DM	ME	CE	PE	Eng	Designer	PA	SAD	SID	AD	Total
Basic Design Services		Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	
Task - Project Definition C&S													
	Project Management/Scope/Fee Def.			64									64
	Architectural Site Investigation								10	10	5		25
	Arch Report/Concept Sketches								14	48	68	94	224
	Structural Site Investigation/Coord.			2	4								6
	Structural Narrative			1	8		8	32					49
	Elec Site Investigation				8	4	4						16
	Electrical Narrative				9	11	15						35
	Meetings			4	10	3	4		2	3			26
	QA/QC	2			4				4				10
													0
	<b>Subtotal Hours</b>	2.00	-	71.00	43.00	18.00	31.00	32.00	30.00	61.00	73.00	94.00	455
	Rate	\$ 88.00	\$ 60.00	\$ 55.00	\$ 57.50	\$ 42.00	\$ 34.00	\$ 29.00	\$ 63.50	\$ 30.00	\$ 30.00	\$ 28.50	
	Subtotal Direct Labor	\$ 176.00	\$ -	\$ 3,905.00	\$ 2,472.50	\$ 756.00	\$ 1,054.00	\$ 928.00	\$ 1,905.00	\$ 1,830.00	\$ 2,190.00	\$ 2,679.00	\$ 15,040.50
	Subtotal Burdened Labor @ 2.92	\$ 513.92	\$ -	\$ 11,402.60	\$ 7,219.70	\$ 2,207.52	\$ 3,077.68	\$ 2,709.76	\$ 5,562.60	\$ 5,343.60	\$ 6,394.80	\$ 7,822.68	\$ 52,254.86



# 30% Design Fee

Project Fee Proposal - Manhattan Team - Summary Sheet													
<b>Monorail System Decommissioning</b>													
HCAA Project Number: 8315 20													
4/2/2020													
Scope/Task		Proj Dir	SR PM	Precon Dir	SR Est CT	Est DM	Est	Gen Super	Super	Sr. PE	Safety Dir	PE	Total
Preconstruction Services / Estimating		Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours
Task - 30% Design Manhattan													
Project Management		30	25										55
Constructability Review /QC		16	25										41
Schedule / Phasing			25					22					47
Estimating Services / VM				52	139								191
													0
<b>Subtotal Hours</b>		46.00	75.84	52.00	138.67	-	-	21.67	-	-	-	-	334.1715
Rate		\$ 107.95	\$ 69.58	\$ 96.56	\$ 49.52	\$ 54.96	\$ 30.90	\$ 83.44	\$ 67.20	\$ 37.14	\$ 58.18	\$ 33.18	
Subtotal Direct Labor		\$ 4,965.90	\$ 5,276.68	\$ 5,021.25	\$ 6,867.02	\$ -	\$ -	\$ 1,807.86	\$ -	\$ -	\$ -	\$ -	\$ 18,972.81
Subtotal Burdened Labor @	2.0723	\$10,290.83	\$10,934.87	\$ 10,405.54	\$ 14,230.53	\$ -	\$ -	\$ 3,746.43	\$ -	\$ -	\$ -	\$ -	\$ 49,608.19

Project Fee Proposal - Manhattan Team - Summary Sheet													
<b>Moving Walkway Installation</b>													
HCAA Project Number: 8315 20													
4/2/2020													
Scope/Task		Proj Dir	SR PM	Precon Dir	SR Est CT	Est DM	Est	Gen Super	Super	Sr. PE	Safety Dir	PE	Total
Preconstruction Services / Estimating		Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours
Task - 30% Design Manhattan													
Project Management		30	25										55
Constructability Review /QC		15	25										40
Schedule / Phasing			25					22					47
Estimating Services / VM				52	139								191
													0
<b>Subtotal Hours</b>		45.00	75.84	52.00	138.67	-	-	21.67	-	-	-	-	333.1715
Rate		\$ 107.95	\$ 69.58	\$ 96.56	\$ 49.52	\$ 54.96	\$ 30.90	\$ 83.44	\$ 67.20	\$ 37.14	\$ 58.18	\$ 33.18	
Subtotal Direct Labor		\$ 4,857.94	\$ 5,276.68	\$ 5,021.25	\$ 6,867.02	\$ -	\$ -	\$ 1,807.86	\$ -	\$ -	\$ -	\$ -	\$ 18,972.81
Subtotal Burdened Labor @	2.0723	\$10,067.12	\$10,934.87	\$ 10,405.54	\$ 14,230.53	\$ -	\$ -	\$ 3,746.43	\$ -	\$ -	\$ -	\$ -	\$ 49,384.48

## 30% Design Fee

Project Fee Proposal - Manhattan Team - Summary Sheet													
<b>Monorail System Decommissioning</b>													
HCAA Project Number: 8315 20													
4/2/2020													
Scope/Task		SGM	DM	ME	CE	PE	Eng	Designer	PA	SAD	SID	AD	Total
Basic Design Services		Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	
Task - 30% Design C&S													
Project Management				80									80
Arch Wayfinding Design									10	14	60	44	128
Arch Coord w/ Stakeholders									2	6			8
Arch Parking Layout									8	28		32	68
Struct BIM and Loading Scheme				4	46		64	68					182
Structural Analysis				12	96								108
Structural Drawings				12	16		24	60					112
Elec BIM and Loading Scheme					16	20	30						66
Electrical Analysis					50	20	16						86
Electrical Drawings						20	30						50
Meetings				4	10	4	6		2	4			30
QA/QC		12			8				8				28
													0
<b>Subtotal Hours</b>		12.00	-	112.00	242.00	64.00	170.00	128.00	30.00	52.00	60.00	76.00	946
Rate		\$ 88.00	\$ 60.00	\$ 55.00	\$ 57.50	\$ 42.00	\$ 34.00	\$ 29.00	\$ 63.50	\$ 30.00	\$ 30.00	\$ 28.50	
Subtotal Direct Labor		\$ 1,056.00	\$ -	\$ 6,160.00	\$ 13,915.00	\$ 2,688.00	\$ 5,780.00	\$ 3,712.00	\$ 1,905.00	\$ 1,560.00	\$ 1,800.00	\$ 2,166.00	\$ 37,520.00
Subtotal Burdened Labor @	2.92	\$ 3,083.52	\$ -	\$ 17,987.20	\$ 40,631.80	\$ 7,848.96	\$ 16,877.60	\$ 10,839.04	\$ 5,562.60	\$ 4,555.20	\$ 5,256.00	\$ 6,324.72	\$ 118,966.64

Project Fee Proposal - Manhattan Team - Summary Sheet													
<b>Moving Walkway Installation</b>													
HCAA Project Number: 8315 20													
4/2/2020													
Scope/Task		SGM	DM	ME	CE	PE	Eng	Designer	PA	SAD	SID	AD	Total
Basic Design Services		Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	
Task - 30% Design C&S													
Project Management				80									80
Arch Wayfinding Design									20	26	110	76	232
Arch Coord w/ Stakeholders									6	10			16
Arch Parking Layout									12	50		64	126
Struct BIM and Loading Scheme				2	16		20	68					106
Structural Analysis				4	30								34
Structural Demo Drawings				4	6		8	60					78
Elec BIM and Loading Scheme					16	20	30						66
Electrical Analysis					50	20	16						86
Electrical Demo Drawings						20	30						50
Meetings				4	10	4	4		2	2			26
QA/QC		8			8				8				24
													0
<b>Subtotal Hours</b>		8.00	-	94.00	136.00	64.00	108.00	128.00	48.00	88.00	110.00	140.00	924
Rate		\$ 88.00	\$ 60.00	\$ 55.00	\$ 57.50	\$ 42.00	\$ 34.00	\$ 29.00	\$ 63.50	\$ 30.00	\$ 30.00	\$ 28.50	
Subtotal Direct Labor		\$ 704.00	\$ -	\$ 5,170.00	\$ 7,820.00	\$ 2,688.00	\$ 3,672.00	\$ 3,712.00	\$ 3,048.00	\$ 2,640.00	\$ 3,300.00	\$ 3,990.00	\$ 32,050.00
Subtotal Burdened Labor @	2.92	\$ 2,055.68	\$ -	\$ 15,096.40	\$ 22,834.40	\$ 7,848.96	\$ 10,722.24	\$ 10,839.04	\$ 8,900.16	\$ 7,708.80	\$ 9,636.00	\$ 11,650.80	\$ 107,292.48







## 60% Design Fee

Project Fee Proposal - Manhattan Team - Summary Sheet													
<b>Monorail System Decommissioning</b>													
HCAA Project Number: 8315 20													
4/2/2020													
Scope/Task		SGM	DM	ME	CE	PE	Eng	Designer	PA	SAD	SID	AD	Total
Basic Design Services		Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	
Task - 60% Design C&S													
Project Management				120									120
Arch Wayfinding Design									8	8	32		48
Arch BIM									1	20	28	70	119
Arch Drawings									4	16	28	42	90
Structural BIM				20	30		30	60					140
Structural Analysis				30	90		30						150
Structural Drawings				8	30		30	60					128
Electrical BIM					10	20	30						60
Electrical Analysis					50	20	20						90
Electrical Drawings					20	20	30						70
Meetings				4	20	8	10		4	6			52
QA/QC		16			12				12				40
													0
<b>Subtotal Hours</b>		16.00	-	182.00	262.00	68.00	180.00	120.00	29.00	50.00	88.00	112.00	1107
Rate		\$ 88.00	\$ 60.00	\$ 55.00	\$ 57.50	\$ 42.00	\$ 34.00	\$ 29.00	\$ 63.50	\$ 30.00	\$ 30.00	\$ 28.50	
Subtotal Direct Labor		\$ 1,408.00	\$ -	\$ 10,010.00	\$ 15,065.00	\$ 2,856.00	\$ 6,120.00	\$ 3,480.00	\$ 1,841.50	\$ 1,500.00	\$ 2,640.00	\$ 3,192.00	\$ 48,112.50
Subtotal Burdened Labor @ 2.92		\$ 4,111.36	\$ -	\$ 29,229.20	\$ 43,989.80	\$ 8,339.52	\$ 17,870.40	\$ 10,161.60	\$ 5,377.18	\$ 4,380.00	\$ 7,708.80	\$ 9,320.64	\$ 140,488.50

Project Fee Proposal - Manhattan Team - Summary Sheet													
<b>Moving Walkway Installation</b>													
HCAA Project Number: 8315 20													
4/2/2020													
Scope/Task		SGM	DM	ME	CE	PE	Eng	Designer	PA	SAD	SID	AD	Total
Basic Design Services		Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	
Task - 60% Design C&S													
Project Management				100									100
Arch Wayfinding Design									16	12	60		88
Arch BIM									2	28	52	130	212
Arch Drawings									10	24	52	78	164
Structural BIM				8	10		10	20					48
Structural Analysis				10	30		10						50
Structural Drawings				4	10		10	20					44
Electrical BIM					10	20	30						60
Electrical Analysis					50	20	20						90
Electrical Drawings					20	20	30						70
Meetings				4	20	6	8		4	6			48
QA/QC		8			12				12				32
<b>Subtotal Hours</b>		8.00	-	126.00	162.00	66.00	118.00	40.00	44.00	70.00	164.00	208.00	1006
Rate		\$ 88.00	\$ 60.00	\$ 55.00	\$ 57.50	\$ 42.00	\$ 34.00	\$ 29.00	\$ 63.50	\$ 30.00	\$ 30.00	\$ 28.50	
Subtotal Direct Labor		\$ 704.00	\$ -	\$ 6,930.00	\$ 9,315.00	\$ 2,772.00	\$ 4,012.00	\$ 1,160.00	\$ 2,794.00	\$ 2,100.00	\$ 4,920.00	\$ 5,928.00	\$ 40,635.00
Subtotal Burdened Labor @ 2.92		\$ 2,055.68	\$ -	\$ 20,235.60	\$ 27,199.80	\$ 8,094.24	\$ 11,715.04	\$ 3,387.20	\$ 8,158.48	\$ 6,132.00	\$ 14,366.40	\$ 17,309.76	\$ 118,654.20





# 90% Design Fee

Project Fee Proposal - Manhattan Team - Summary Sheet													
<b>Monorail System Decommissioning</b>													
HCAA Project Number: 8315 20													
4/2/2020													
Scope/Task		SGM	DM	ME	CE	PE	Eng	Designer	PA	SAD	SID	AD	Total
Basic Design Services		Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	
Task - 90% Design C&S													
Project Management				100									100
Arch Wayfinding Design									2		16	20	38
Arch BIM										24	16	20	60
Arch Drawings									6	20	36	24	86
Structural BIM				8	30		30	60					128
Structural Analysis				6	120		60						186
Structural Drawings				16	30		30	60					136
Electrical BIM					20	40	40						100
Electrical Analysis					48	20	10						78
Electrical Drawings					30	20	50						100
Meetings				4	20	10	8		4	6			52
QA/QC		16			16				12				44
													0
<b>Subtotal Hours</b>		16.00	-	134.00	314.00	90.00	228.00	120.00	24.00	50.00	68.00	64.00	1108
Rate		\$ 88.00	\$ 60.00	\$ 55.00	\$ 57.50	\$ 42.00	\$ 34.00	\$ 29.00	\$ 63.50	\$ 30.00	\$ 30.00	\$ 28.50	
Subtotal Direct Labor		\$ 1,408.00	\$ -	\$ 7,370.00	\$ 18,055.00	\$ 3,780.00	\$ 7,752.00	\$ 3,480.00	\$ 1,524.00	\$ 1,500.00	\$ 2,040.00	\$ 1,824.00	\$ 48,733.00
Subtotal Burdened Labor @ 2.92		\$ 4,111.36	\$ -	\$ 21,520.40	\$ 52,720.60	\$ 11,037.60	\$ 22,635.84	\$ 10,161.60	\$ 4,450.08	\$ 4,380.00	\$ 5,956.80	\$ 5,326.08	\$ 142,300.36

Project Fee Proposal - Manhattan Team - Summary Sheet													
<b>Moving Walkway Installation</b>													
HCAA Project Number: 8315 20													
4/2/2020													
Scope/Task		SGM	DM	ME	CE	PE	Eng	Designer	PA	SAD	SID	AD	Total
Basic Design Services		Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	
Task - 90% Design C&S													
Project Management				100									100
Arch Wayfinding Design									2		24	40	66
Arch BIM										40	28	40	108
Arch Drawings									10	40	64	46	160
Structural BIM				4	10		10	20					44
Structural Analysis				2	40		20						62
Structural Drawings				4	10		10	20					44
Electrical BIM					20	40	40						100
Electrical Analysis					48	20	10						78
Electrical Drawings					30	20	50						100
Meetings				4	20	10	8		4	6			52
QA/QC		8			16				12				36
													0
<b>Subtotal Hours</b>		8.00	-	114.00	194.00	90.00	148.00	40.00	28.00	86.00	116.00	126.00	950
Rate		\$ 88.00	\$ 60.00	\$ 55.00	\$ 57.50	\$ 42.00	\$ 34.00	\$ 29.00	\$ 63.50	\$ 30.00	\$ 30.00	\$ 28.50	
Subtotal Direct Labor		\$ 704.00	\$ -	\$ 6,270.00	\$ 11,155.00	\$ 3,780.00	\$ 5,032.00	\$ 1,160.00	\$ 1,778.00	\$ 2,580.00	\$ 3,480.00	\$ 3,591.00	\$ 39,530.00
Subtotal Burdened Labor @ 2.92		\$ 2,055.68	\$ -	\$ 18,308.40	\$ 32,572.60	\$ 11,037.60	\$ 14,693.44	\$ 3,387.20	\$ 5,191.76	\$ 7,533.60	\$ 10,161.60	\$ 10,485.72	\$ 115,427.60

# 90% Design Fee

Project Fee Proposal - Manhattan Team - Summary Sheet													
<b>Monorail System Decommissioning</b>													
HCAA Project Number: 8315 20													
4/2/2020													
Scope/Task			Principal	SPM	SE	E	Designer	Admin	-	-	-		Total
			Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	
<b>Basic Design Services</b>													
<b>Task -90% Design VoltAir</b>													
Fire Protection Analysis & BIM				2	12	24							38
Fire Protection Drawings				2	4	8	40						54
HVAC Analysis & BIM				2	10	16							28
HVAC Drawings				2	2	8	32						44
Plumbing Analysis & BIM				2	10	24							36
Plumbing Drawings				2	2	8	16						28
Electrical Analysis & BIM				2	28	48							78
Electrical Drawings				2	4	12	80						98
Meetings				28		32							60
QA/QC				10	20								30
													0
<b>Subtotal Hours</b>				-	54.00	92.00	180.00	168.00	-	-	-	-	494
<b>Rate</b>				\$ 67.31	\$ 50.47	\$ 55.02	\$ 47.03	\$ 46.34	\$ -	\$ -	\$ -	\$ -	
<b>Subtotal Direct Labor</b>				\$ -	\$ 2,725.38	\$ 5,061.84	\$ 8,465.40	\$ 7,785.12	\$ -	\$ -	\$ -	\$ -	\$ 24,037.74
<b>Subtotal Burdened Labor @ 2.3</b>				\$ -	\$ 6,268.37	\$ 11,642.23	\$ 19,470.42	\$ 17,905.78					\$ 55,286.80

Project Fee Proposal - Manhattan Team - Summary Sheet													
<b>Moving Walkway Installation</b>													
HCAA Project Number: 8315 20													
4/2/2020													
Scope/Task			Principal	SPM	SE	E	Designer	Admin	-	-	-		Total
			Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	
<b>Basic Design Services</b>													
<b>Task -90% Design VoltAir</b>													
Fire Protection Analysis & BIM					8	12							20
Fire Protection Drawings				2	2	4	12						20
Plumbing Analysis & BIM					8	8							16
Plumbing Drawings				2	2	4	8						16
Meetings				4		8							12
QA/QC				6	4								10
													0
<b>Subtotal Hours</b>				-	14.00	24.00	36.00	20.00	-	-	-	-	94
<b>Rate</b>				\$ 67.31	\$ 50.47	\$ 55.02	\$ 47.03	\$ 46.34	\$ -	\$ -	\$ -	\$ -	
<b>Subtotal Direct Labor</b>				\$ -	\$ 706.58	\$ 1,320.48	\$ 1,693.08	\$ 926.80	\$ -	\$ -	\$ -	\$ -	\$ 4,646.94
<b>Subtotal Burdened Labor @ 2.3</b>				\$ -	\$ 1,625.13	\$ 3,037.10	\$ 3,894.08	\$ 2,131.64	\$ -	\$ -	\$ -	\$ -	\$ 10,687.96

# 100% Design Fee

Project Fee Proposal - Manhattan Team - Summary Sheet													
<b>Monorail System Decommissioning</b>													
HCAA Project Number: 8315 20													
4/2/2020													
Scope/Task		Proj Dir	SR PM	Precon Dir	SR Est CT	Est DM	Est	Gen Super	Super	Sr. PE	Safety Dir	PE	Total
Preconstruction Services / Estimating		Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	
Task - 100% Design Manhattan													
Project Management		25	50										75
Constructability Review / QC		14	15					22					51
Schedule / Phasing													0
Estimating Services / VM				22	43								65
Scope and Contract Preparation / Job Start-up													0
													0
<b>Subtotal Hours</b>		39.00	65.00	21.67	43.34	-	-	21.67	-	-	-	-	190.665
Rate		\$ 107.95	\$ 69.58	\$ 96.56	\$ 49.52	\$ 54.96	\$ 30.90	\$ 83.44	\$ 67.20	\$ 37.14	\$ 58.18	\$ 33.18	
Subtotal Direct Labor		\$ 4,210.22	\$ 4,522.47	\$ 2,092.03	\$ 2,146.05	\$ -	\$ -	\$ 1,807.73	\$ -	\$ -	\$ -	\$ -	\$ 10,568.29
Subtotal Burdened Labor @	2.072	\$ 8,724.83	\$ 9,371.92	\$ 4,335.31	\$ 4,447.27	\$ -	\$ -	\$ 3,746.17	\$ -	\$ -	\$ -	\$ -	\$ 30,625.49

Project Fee Proposal - Manhattan Team - Summary Sheet													
<b>Moving Walkway Installation</b>													
HCAA Project Number: 8315 20													
4/2/2020													
Scope/Task		Proj Dir	SR PM	Precon Dir	SR Est CT	Est DM	Est	Gen Super	Super	Sr. PE	Safety Dir	PE	Total
Preconstruction Services / Estimating		Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	
Task - 100% Design Manhattan													
Project Management		25	50										75
Constructability Review / QC		14	15					22					51
Schedule / Phasing													0
Estimating Services / VM				22	43								65
Scope and Contract Preparation / Job Start-up													0
													0
<b>Subtotal Hours</b>		39.00	65.00	21.67	43.34	-	-	21.67	-	-	-	-	190.665
Rate		\$ 107.95	\$ 69.58	\$ 96.56	\$ 49.52	\$ 54.96	\$ 30.90	\$ 83.44	\$ 67.20	\$ 37.14	\$ 58.18	\$ 33.18	
Subtotal Direct Labor		\$ 4,210.22	\$ 4,522.47	\$ 2,092.03	\$ 2,146.05	\$ -	\$ -	\$ 1,807.73	\$ -	\$ -	\$ -	\$ -	\$ 10,568.29
Subtotal Burdened Labor @	2.072	\$ 8,724.83	\$ 9,371.92	\$ 4,335.31	\$ 4,447.27	\$ -	\$ -	\$ 3,746.17	\$ -	\$ -	\$ -	\$ -	\$ 30,625.49

# 100% Design Fee

Project Fee Proposal - Manhattan Team - Summary Sheet													
<b>Monorail System Decommissioning</b>													
HCAA Project Number: 8315 20													
4/2/2020													
Scope/Task		SGM	DM	ME	CE	PE	Eng	Designer	PA	SAD	SID	AD	Total
Basic Design Services		Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	
Task - 100% Design C&S													
Project Management				80									80
Arch Wayfinding Design											6		6
Arch BIM										6	2	8	16
Arch Drawings									6	12	8	8	34
Structural BIM					30			30					60
Structural Analysis				6	30		24						60
Structural Drawings				24	60		36	60					180
Electrical BIM					20	20	20						60
Electrical Analysis					20	10							30
Electrical Drawings					60	30	60						150
Meetings				4	20	8	10		4	6			52
QA/QC		16			12				12				40
													0
<b>Subtotal Hours</b>		16.00	-	114.00	252.00	68.00	150.00	90.00	22.00	24.00	16.00	16.00	768
Rate		\$ 88.00	\$ 60.00	\$ 55.00	\$ 57.50	\$ 42.00	\$ 34.00	\$ 29.00	\$ 63.50	\$ 30.00	\$ 30.00	\$ 28.50	
Subtotal Direct Labor		\$ 1,408.00	\$ -	\$ 6,270.00	\$ 14,490.00	\$ 2,856.00	\$ 5,100.00	\$ 2,610.00	\$ 1,397.00	\$ 720.00	\$ 480.00	\$ 456.00	\$ 35,787.00
Subtotal Burdened Labor @	2.92	\$ 4,111.36	\$ -	\$ 18,308.40	\$ 42,310.80	\$ 8,339.52	\$ 14,892.00	\$ 7,621.20	\$ 4,079.24	\$ 2,102.40	\$ 1,401.60	\$ 1,331.52	\$ 104,498.04

Project Fee Proposal - Manhattan Team - Summary Sheet													
<b>Moving Walkway Installation</b>													
HCAA Project Number: 8315 20													
4/2/2020													
Scope/Task		SGM	DM	ME	CE	PE	Eng	Designer	PA	SAD	SID	AD	Total
Basic Design Services		Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	
Task - 100% Design C&S													
Project Management				80									80
Arch Wayfinding Design											10		10
Arch BIM										10	8	12	30
Arch Drawings									10	20	16	12	58
Structural BIM					10			10					20
Structural Analysis				2	10		8						20
Structural Drawings				8	20		12	20					60
Electrical BIM					20	20	20						60
Electrical Analysis					20	10							30
Electrical Drawings					60	30	60						150
Meetings				4	20	8	10		4	6			52
QA/QC		8			12				12				32
													0
<b>Subtotal Hours</b>		8.00	-	94.00	172.00	68.00	110.00	30.00	26.00	36.00	34.00	24.00	602
Rate		\$ 88.00	\$ 60.00	\$ 55.00	\$ 57.50	\$ 42.00	\$ 34.00	\$ 29.00	\$ 63.50	\$ 30.00	\$ 30.00	\$ 28.50	
Subtotal Direct Labor		\$ 704.00	\$ -	\$ 5,170.00	\$ 9,890.00	\$ 2,856.00	\$ 3,740.00	\$ 870.00	\$ 1,651.00	\$ 1,080.00	\$ 1,020.00	\$ 684.00	\$ 27,665.00
Subtotal Burdened Labor @	2.92	\$ 2,055.68	\$ -	\$ 15,096.40	\$ 28,878.80	\$ 8,339.52	\$ 10,920.80	\$ 2,540.40	\$ 4,820.92	\$ 3,153.60	\$ 2,978.40	\$ 1,997.28	\$ 80,781.80





# Construction Administration Fee

Project Fee Proposal - Manhattan Team - Summary Sheet														
<b>Monorail System Decommissioning</b>														
HCAA Project Number: 8315 20														
4/2/2020														
Scope/Task			SGM	DM	ME	CE	PE	Eng	Designer	PA	SAD	SID	AD	Total
Construction Administration Services			Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours
Task - CA Services C&S														
Site Visits					156	80		120		48	120			524
Submittals, RFI's, Shop Drawings					100	144		300			120		120	784
Meetings (Weekly)					80	40				48				168
														0
<b>Subtotal Hours</b>			-	-	336.00	264.00	-	420.00	-	96.00	240.00	-	120.00	1476
Rate			\$ 88.00	\$ 60.00	\$ 55.00	\$ 57.50	\$ 42.00	\$ 34.00	\$ 29.00	\$ 63.50	\$ 30.00	\$30.00	\$ 28.50	
Subtotal Direct Labor			\$ -	\$ -	\$ 18,480.00	\$ 15,180.00	\$ -	\$ 14,280.00	\$ -	\$ 6,096.00	\$ 7,200.00	\$ -	\$ 3,420.00	\$ 64,656.00
Subtotal Burdened Labor @ 2.92			\$ -	\$ -	\$ 53,961.60	\$ 44,325.60	\$ -	\$ 41,697.60	\$ -	\$ 17,800.32	\$ 21,024.00	\$ -	\$ 9,986.40	\$ 188,795.52

Project Fee Proposal - Manhattan Team - Summary Sheet														
<b>Moving Walkway Installation</b>														
HCAA Project Number: 8315 20														
4/2/2020														
Scope/Task			SGM	DM	ME	CE	PE	Eng	Designer	PA	SAD	SID	AD	Total
Construction Administration Services			Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours
Task - CA Services C&S														
Site Visits					156	80		120		48	120			524
Submittals, RFI's, Shop Drawings					100	144		300			120		120	784
Meetings (Weekly)					80	40				48				168
														0
<b>Subtotal Hours</b>			-	-	336.00	264.00	-	420.00	-	96.00	240.00	-	120.00	1476
Rate			\$ 88.00	\$ 60.00	\$ 55.00	\$ 57.50	\$ 42.00	\$ 34.00	\$ 29.00	\$ 63.50	\$ 30.00	\$30.00	\$ 28.50	
Subtotal Direct Labor			\$ -	\$ -	\$ 18,480.00	\$ 15,180.00	\$ -	\$ 14,280.00	\$ -	\$ 6,096.00	\$ 7,200.00	\$ -	\$ 3,420.00	\$ 64,656.00
Subtotal Burdened Labor @ 2.92			\$ -	\$ -	\$ 53,961.60	\$ 44,325.60	\$ -	\$ 41,697.60	\$ -	\$ 17,800.32	\$ 21,024.00	\$ -	\$ 9,986.40	\$ 188,795.52

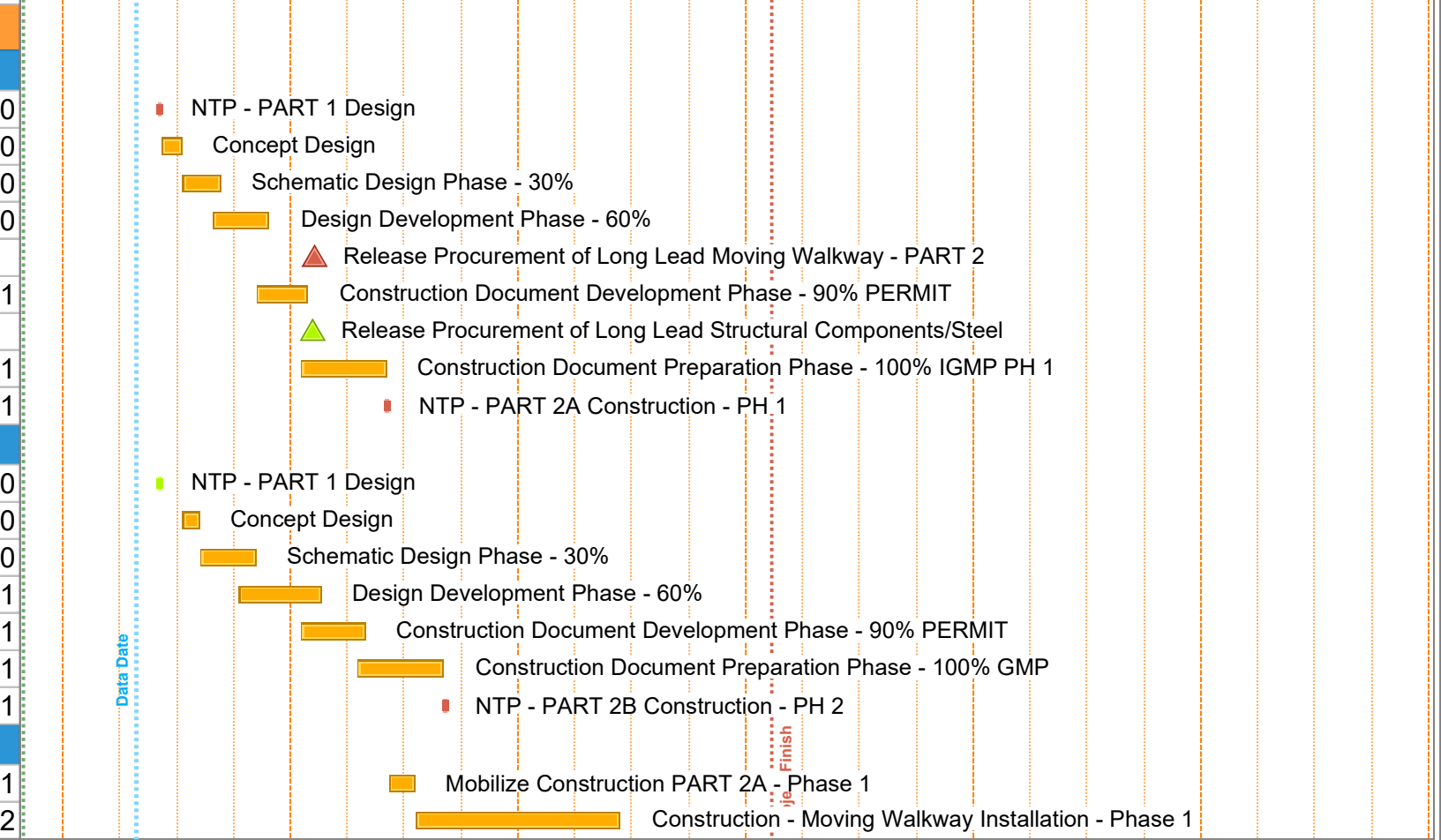
## Construction Administration Fee

Project Fee Proposal - Manhattan Team - Summary Sheet													
<b>Monorail System Decommissioning</b>													
HCAA Project Number: 8315 20													
4/2/2020													
Scope/Task				Principal	SPM	SE	E	Designer	Admin	-	-	-	Total
Construction Administration Services				Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	
Task - CA Services VoltAir													
Site Visits					120	80	225						425
Submittals						40	100						140
Meetings (Weekly)					60	40	225						325
<b>Subtotal Hours</b>				-	180.00	160.00	550.00	-	-	-	-	-	890
Rate				\$ 67.31	\$ 50.47	\$ 55.02	\$ 47.03	\$ 46.34	\$ -	\$ -	\$ -	\$ -	
Subtotal Direct Labor				\$ -	\$ 9,084.60	\$ 8,803.20	\$25,866.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 43,754.30
Subtotal Burdened Labor @ 2.3				\$ -	\$ 20,894.58	\$ 20,247.36	\$59,492.95	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100,634.89

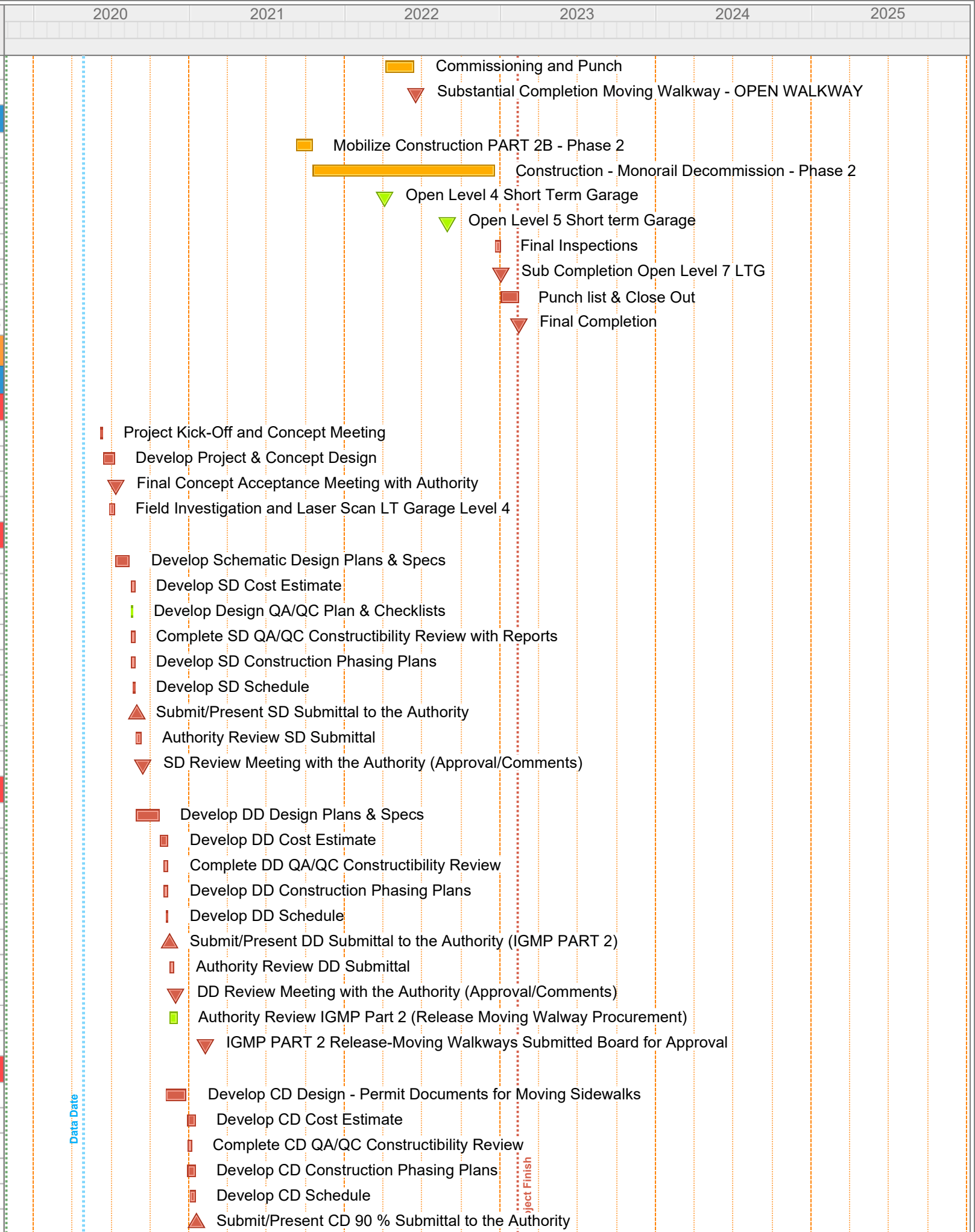
Project Fee Proposal - Manhattan Team - Summary Sheet													
<b>Moving Walkway Installation</b>													
HCAA Project Number: 8315 20													
4/2/2020													
Scope/Task				Principal	SPM	SE	E	Designer	Admin	-	-	-	Total
Construction Administration Services				Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	
Task - CA Services VoltAir													
Site Visits					20	80	80						180
Submittals						4	12						16
Meetings (Weekly)					10	40	40						90
<b>Subtotal Hours</b>				-	30.00	124.00	132.00	-	-	-	-	-	286
Rate				\$ 67.31	\$ 50.47	\$ 55.02	\$ 47.03	\$ 46.34	\$ -	\$ -	\$ -	\$ -	
Subtotal Direct Labor				\$ -	\$ 1,514.10	\$ 6,822.48	\$ 6,207.96	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,544.54
Subtotal Burdened Labor @ 2.3				\$ -	\$ 3,482.43	\$ 15,691.70	\$14,278.31	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 33,452.44

ID	Description	Work Days	Start	Finish	2020	2021	2022	2023	2024	2025
<b>TPA Monorail System Decommissioning and Moving Walkway Installation</b>										
<b>Solicitation Schedule</b>										
S100	Post Solicitation	1	10/30/19A	10/30/19A						
S110	Registration Pre-Solicitation Conference	1	11/12/19A	11/12/19A						
S120	Mandatory Pre-Solicitation Conference	1	11/14/19A	11/14/19A						
S130	Site Visit	1	11/14/19A	11/14/19A						
S140	Request for Clarification Deadline	1	11/20/19A	11/20/19A						
S150	Post Addendum	1	11/27/19A	11/27/19A						
S160	Deadline to Submit Solicitation Response 2PM	1	01/08/20A	01/08/20A						
S170	Post Notice of Minimum Qualifications 5PM	1	01/08/20A	01/08/20A						
S180	Minimum Qualifications Meeting	1	01/15/20A	01/15/20A						
S190	Post Notice of Tech Evaluations and Interviews	1	01/20/20A	01/20/20A						
S200	Tech Evaluation Committee Meeting	1	01/28/20A	01/28/20A						
S210	Interviews	1	01/30/20A	01/30/20A						
S220	Final Tech Evaluation Meeting	1	01/31/20A	01/31/20A						
S230	Selection by Authority Board	1	03/05/20A	03/05/20A						
S240	Submit Final Fee & Scope Proposal	1	04/28/20	04/28/20						
S250	Contract Submitted to Authority Board for Approval	1	05/27/20	05/27/20						
S260	Issue NTP - PART 1	1	06/04/20	06/04/20						

<b>Project Details and Summaries</b>				
<b>Design PART 1 - PH 1 - Moving Walkway</b>				
S270	NTP - PART 1 Design	1	06/04/20	06/04/20
S275	Concept Design	25	06/05/20	07/09/20
S280	Schematic Design Phase - 30%	45	07/10/20	09/10/20
S290	Design Development Phase - 60%	65	08/28/20	11/26/20
S295	Release Procurement of Long Lead Moving Walkway - PART 2	0	02/05/21	
S300	Construction Document Development Phase - 90% PERMIT	60	11/06/20	01/28/21
S320	Release Procurement of Long Lead Structural Components/Steel	0	02/02/21	
S330	Construction Document Preparation Phase - 100% IGMP PH 1	100	01/15/21	06/03/21
S340	NTP - PART 2A Construction - PH 1	1	06/04/21	06/04/21
<b>Design PART 1 - PH 2 - Monorail Decommissioning</b>				
S470	NTP - PART 1 Design	1	06/04/20	06/04/20
S475	Concept Design	20	07/10/20	08/06/20
S480	Schematic Design Phase - 30%	65	08/07/20	11/05/20
S490	Design Development Phase - 60%	95	10/09/20	02/18/21
S500	Construction Document Development Phase - 90% PERMIT	75	01/15/21	04/29/21
S530	Construction Document Preparation Phase - 100% GMP	100	04/16/21	09/02/21
S540	NTP - PART 2B Construction - PH 2	1	09/03/21	09/03/21
<b>PART 2A - Phase 1 - Moving Walkway Installation</b>				
S350	Mobilize Construction PART 2A - Phase 1	30	06/07/21	07/16/21
S360	Construction - Moving Walkway Installation - Phase 1	236	07/19/21	06/13/22



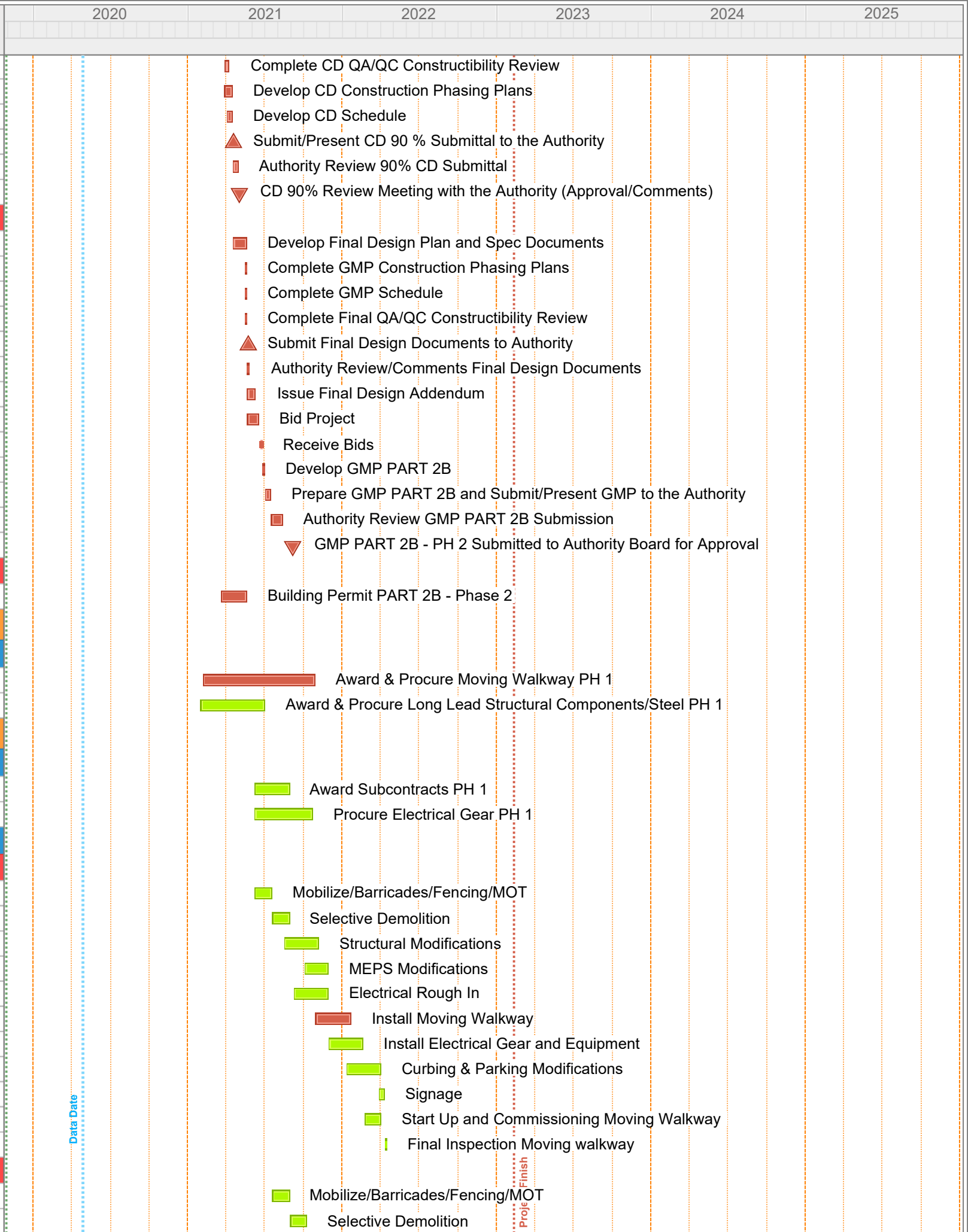
ID	Description	Work Days	Start	Finish
S370	Commissioning and Punch	51	04/04/22	06/13/22
S380	Substantial Completion Moving Walkway - OPEN WALKWAY	0		06/13/22
<b>PART 2B - Phase 2 - Monorail System Decommissioning</b>				
S390	Mobilize Construction PART 2B - Phase 2	30	09/06/21	10/15/21
S400	Construction - Monorail Decommission - Phase 2	305	10/18/21	12/16/22
S410	Open Level 4 Short Term Garage	0		04/01/22
S420	Open Level 5 Short term Garage	0		08/26/22
S430	Final Inspections	10	12/19/22	12/30/22
S440	Sub Completion Open Level 7 LTG	0		12/30/22
S450	Punch list & Close Out	30	01/02/23	02/10/23
S460	Final Completion	0		02/10/23
<b>Part 1 Contract - Preconstruction</b>				
<b>Design PART 1 - PH 1 - Moving Walkway</b>				
<b>Concept Design</b>				
C100	Project Kick-Off and Concept Meeting	5	06/05/20	06/11/20
C110	Develop Project & Concept Design	20	06/12/20	07/09/20
C112	Final Concept Acceptance Meeting with Authority	0		07/09/20
C115	Field Investigation and Laser Scan LT Garage Level 4	10	06/26/20	07/09/20
<b>Schematic Design - 30%</b>				
SD300	Develop Schematic Design Plans & Specs	25	07/10/20	08/13/20
SD310	Develop SD Cost Estimate	10	08/14/20	08/27/20
SD315	Develop Design QA/QC Plan & Checklists	5	08/14/20	08/20/20
SD320	Complete SD QA/QC Constructibility Review with Reports	10	08/14/20	08/27/20
SD330	Develop SD Construction Phasing Plans	10	08/14/20	08/27/20
SD340	Develop SD Schedule	5	08/21/20	08/27/20
SD350	Submit/Present SD Submittal to the Authority	0	08/28/20	
SD360	Authority Review SD Submittal	10	08/28/20	09/10/20
SD370	SD Review Meeting with the Authority (Approval/Comments)	0		09/10/20
<b>Design Development - 60% *RELEASE MOVING WALKWAY PART 2*</b>				
DD600	Develop DD Design Plans & Specs	40	08/28/20	10/22/20
DD610	Develop DD Cost Estimate	15	10/23/20	11/12/20
DD620	Complete DD QA/QC Constructibility Review	10	10/30/20	11/12/20
DD630	Develop DD Construction Phasing Plans	10	10/30/20	11/12/20
DD640	Develop DD Schedule	5	11/06/20	11/12/20
DD650	Submit/Present DD Submittal to the Authority (IGMP PART 2)	0	11/13/20	
DD660	Authority Review DD Submittal	10	11/13/20	11/26/20
DD670	DD Review Meeting with the Authority (Approval/Comments)	0		11/26/20
DD675	Authority Review IGMP Part 2 (Release Moving Walway Procurement	14	11/13/20	12/02/20
DD680	IGMP PART 2 Release-Moving Walkways Submitted Board for Appro	0		02/04/21
<b>Construction Document Development - 90%</b>				
CD900	Develop CD Design - Permit Documents for Moving Sidewalks	35	11/06/20	12/24/20
CD910	Develop CD Cost Estimate	15	12/25/20	01/14/21
CD920	Complete CD QA/QC Constructibility Review	10	12/25/20	01/07/21
CD930	Develop CD Construction Phasing Plans	15	12/25/20	01/14/21
CD940	Develop CD Schedule	10	01/01/21	01/14/21
CD950	Submit/Present CD 90 % Submittal to the Authority	0	01/15/21	



ID	Description	Work Days	Start	Finish
CD960	Authority Review 90% CD Submittal	10	01/15/21	01/28/21
CD970	CD 90% Review Meeting with the Authority (Approval/Comments)	0		01/28/21
<b>Construction Document Preparation - 100%</b>				
CD1000	Develop Final Design Plan and Spec Documents	30	01/15/21	02/25/21
CD1010	Complete Construction Phasing Plans	5	02/19/21	02/25/21
CD1020	Complete Schedule	5	02/19/21	02/25/21
CD1030	Complete Final QA/QC Constructibility Review	5	02/19/21	02/25/21
CD1035	Submit Final Design Documents to Authority	0	02/26/21	
CD1037	Authority Review/Comments Final Design Documents	5	02/26/21	03/04/21
CD1040	Issue Final Design Addendum	15	02/26/21	03/18/21
CD1050	Bid Project	20	02/26/21	03/25/21
CD1060	Receive Bids	1	03/25/21	03/25/21
CD1080	Develop IGMP PART 2A	5	03/26/21	04/01/21
CD1090	Prepare IGMP PART 2A and Submit/Present GMP to the Authority	10	04/02/21	04/15/21
CD1220	Authority Review GMP PART 2A Submission	20	04/16/21	05/13/21
CD1250	IGMP PART 2A - PH 1 Submitted to Authority Board for Approval	0		06/03/21
<b>Permitting</b>				
PM100	Building Permit PART 2A - Phase 1	45	12/25/20	02/25/21
<b>Design PART 1 - PH 2 - Monorail Decommissioning</b>				
<b>Concept Design</b>				
C120	Project Kick-Off and Concept Meeting	5	06/05/20	06/11/20
C130	Develop Project & Concept Design	20	07/10/20	08/06/20
C135	Final Concept Acceptance Meeting with Authority	0		08/06/20
C140	Field Investigation and Laser Scan Monorail for Decommissioning	15	07/17/20	08/06/20
<b>Schematic Design - 30%</b>				
SD380	Develop Schematic Design Plans & Specs	45	08/07/20	10/08/20
SD390	Develop SD Cost Estimate	10	10/09/20	10/22/20
SD395	Develop Design QA/QC Plan & Checklists	5	10/09/20	10/15/20
SD400	Complete SD QA/QC Constructibility Review with Reports	10	10/09/20	10/22/20
SD410	Develop SD Construction Phasing Plans	10	10/09/20	10/22/20
SD420	Develop SD Schedule	5	10/16/20	10/22/20
SD430	Submit/Present SD Submittal to the Authority	0	10/23/20	
SD440	Authority Review SD Submittal	10	10/23/20	11/05/20
SD450	SD Review Meeting with the Authority (Approval/Comments)	0		11/05/20
<b>Design Development - 60%</b>				
DD690	Develop DD Design Plans & Specs	70	10/09/20	01/14/21
DD700	Develop DD Cost Estimate	15	01/15/21	02/04/21
DD710	Complete DD QA/QC Constructibility Review	10	01/22/21	02/04/21
DD720	Develop DD Construction Phasing Plans	10	01/22/21	02/04/21
DD730	Develop DD Schedule	5	01/29/21	02/04/21
DD740	Submit/Present DD Submittal to the Authority	0	02/05/21	
DD750	Authority Review DD Submittal	10	02/05/21	02/18/21
DD760	DD Review Meeting with the Authority (Approval/Comments)	0		02/18/21
<b>Construction Document Development - 90%</b>				
CD980	Develop CD Design - Permit Documents for Moving Sidewalks	45	01/15/21	03/18/21
CD990	Develop CD Cost Estimate	20	03/19/21	04/15/21



ID	Description	Work Days	Start	Finish
CD1070	Complete CD QA/QC Constructibility Review	10	03/26/21	04/08/21
CD1100	Develop CD Construction Phasing Plans	15	03/26/21	04/15/21
CD1110	Develop CD Schedule	10	04/02/21	04/15/21
CD1120	Submit/Present CD 90 % Submittal to the Authority	0	04/16/21	
CD1130	Authority Review 90% CD Submittal	10	04/16/21	04/29/21
CD1140	CD 90% Review Meeting with the Authority (Approval/Comments)	0		04/29/21
<b>Construction Document Preparation - 100%</b>				
CD1150	Develop Final Design Plan and Spec Documents	25	04/16/21	05/20/21
CD1160	Complete GMP Construction Phasing Plans	5	05/14/21	05/20/21
CD1170	Complete GMP Schedule	5	05/14/21	05/20/21
CD1180	Complete Final QA/QC Constructibility Review	5	05/14/21	05/20/21
CD1190	Submit Final Design Documents to Authority	0	05/21/21	
CD1200	Authority Review/Comments Final Design Documents	5	05/21/21	05/27/21
CD1210	Issue Final Design Addendum	15	05/21/21	06/10/21
CD1230	Bid Project	20	05/21/21	06/17/21
CD1240	Receive Bids	1	06/24/21	06/24/21
CD1260	Develop GMP PART 2B	5	06/25/21	07/01/21
CD1270	Prepare GMP PART 2B and Submit/Present GMP to the Authority	10	07/02/21	07/15/21
CD1280	Authority Review GMP PART 2B Submission	20	07/16/21	08/12/21
CD1290	GMP PART 2B - PH 2 Submitted to Authority Board for Approval	0		09/02/21
<b>Permitting</b>				
PM110	Building Permit PART 2B - Phase 2	45	03/19/21	05/20/21
<b>Part 2 Contract - Construction</b>				
<b>Enabling and Critical Procurement PH 1</b>				
PC100	Award & Procure Moving Walkway PH 1	190	02/05/21	10/28/21
PC110	Award & Procure Long Lead Structural Components/Steel PH 1	110	01/29/21	07/01/21
<b>Part 2A Contract - Construction</b>				
<b>Enabling and Critical Procurement PH 1</b>				
PC120	Award Subcontracts PH 1	60	06/07/21	08/27/21
PC130	Procure Electrical Gear PH 1	100	06/07/21	10/22/21
<b>PART 2A - Phase 1 - Moving Walkway Installation</b>				
<b>Level 4 -Long Term Garage - East</b>				
LTE1400	Mobilize/Barricades/Fencing/MOT	30	06/07/21	07/16/21
LTE1410	Selective Demolition	30	07/19/21	08/27/21
LTE1420	Structural Modifications	60	08/16/21	11/05/21
LTE1430	MEPS Modifications	40	10/04/21	11/26/21
LTE1440	Electrical Rough In	60	09/06/21	11/26/21
LTE1450	Install Moving Walkway	60	10/29/21	01/20/22
LTE1460	Install Electrical Gear and Equipment	60	11/29/21	02/18/22
LTE1470	Curbing & Parking Modifications	60	01/10/22	04/01/22
LTE1480	Signage	10	03/28/22	04/08/22
LTE1490	Start Up and Commissioning Moving Walkway	30	02/21/22	04/01/22
LTE1500	Final Inspection Moving walkway	5	04/11/22	04/15/22
<b>Level 4 - Long Term Garage - West</b>				
LTW1400	Mobilize/Barricades/Fencing/MOT	30	07/19/21	08/27/21
LTW1410	Selective Demolition	30	08/30/21	10/08/21



ID	Description	Work Days	Start	Finish
LTW142C	Structural Modifications	60	09/27/21	12/17/21
LTW143C	MEPS Modifications	40	11/15/21	01/07/22
LTW144C	Electrical Rough In	60	10/18/21	01/07/22
LTW145C	Install Moving Walkway	60	01/07/22	03/31/22
LTW146C	Install Electrical Gear and Equipment	60	01/10/22	04/01/22
LTW147C	Curbing & Parking Modifications	60	03/08/22	05/30/22
LTW148C	Signage	10	05/24/22	06/06/22
LTW149C	Start Up and Commissioning Moving Walkway	30	04/04/22	05/13/22
LTW150C	Final Inspection Moving walkway	5	06/07/22	06/13/22

**Part 2B Contract - Construction**

**Enabling and Critical Procurement PH 2**

PC140	Award Subcontract PH 2	60	09/06/21	11/26/21
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**PART 2B - Phase 2 - Monorail System Decommissioning**

**Level 4 - Short Term Garage**

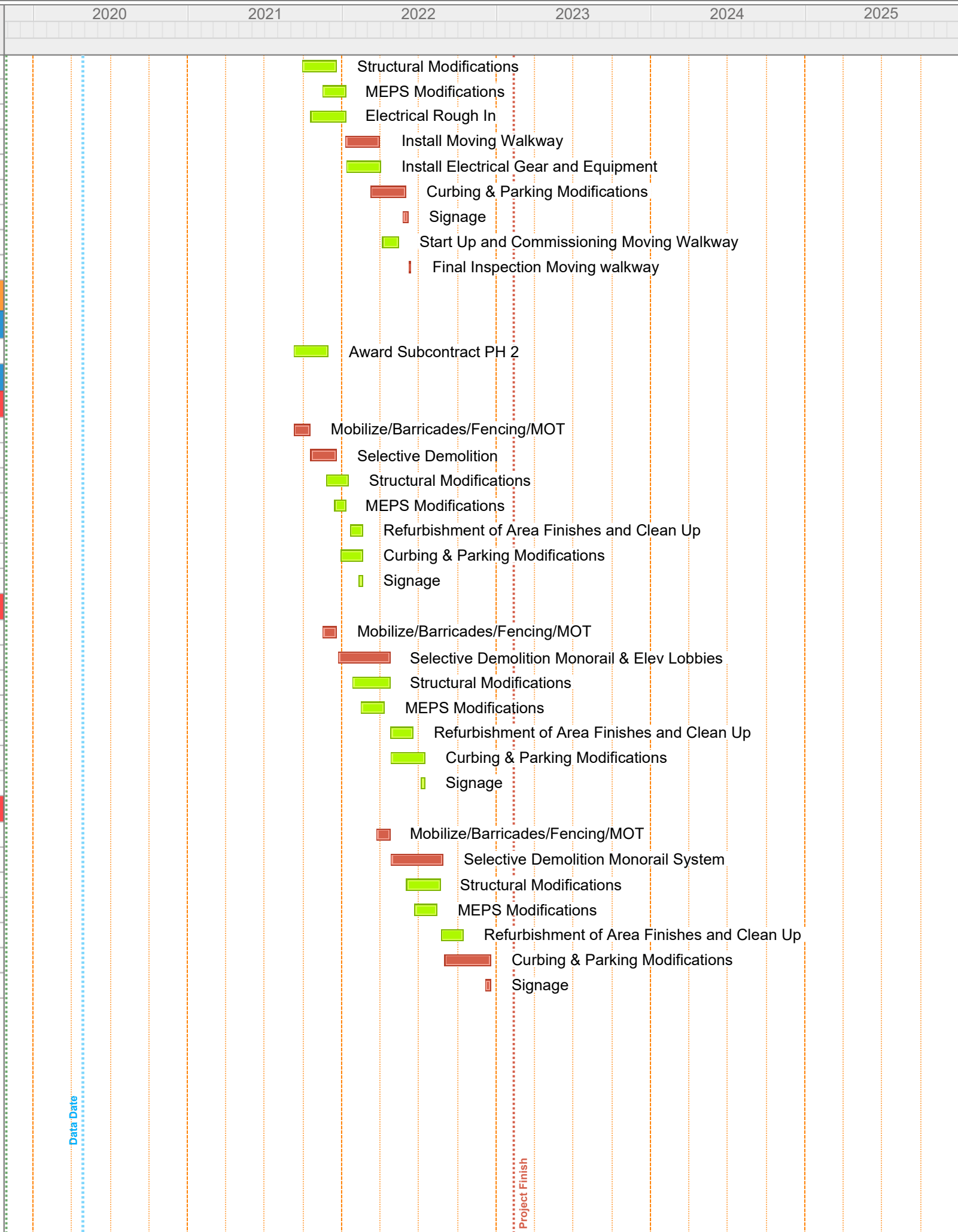
ST2400	Mobilize/Barricades/Fencing/MOT	30	09/06/21	10/15/21
ST2410	Selective Demolition	45	10/18/21	12/17/21
ST2420	Structural Modifications	40	11/22/21	01/14/22
ST2430	MEPS Modifications	20	12/13/21	01/07/22
ST2440	Refurbishment of Area Finishes and Clean Up	25	01/17/22	02/18/22
ST2450	Curbing & Parking Modifications	40	12/27/21	02/18/22
ST2460	Signage	10	02/07/22	02/18/22

**Level 5 - Short term Garage**

ST2500	Mobilize/Barricades/Fencing/MOT	25	11/15/21	12/17/21
ST2510	Selective Demolition Monorail & Elev Lobbies	90	12/20/21	04/22/22
ST2520	Structural Modifications	65	01/24/22	04/22/22
ST2530	MEPS Modifications	40	02/14/22	04/08/22
ST2540	Refurbishment of Area Finishes and Clean Up	40	04/25/22	06/17/22
ST2550	Curbing & Parking Modifications	60	04/25/22	07/15/22
ST2560	Signage	10	07/04/22	07/15/22

**Level 7 - Long Term Garage**

LT2700	Mobilize/Barricades/Fencing/MOT	25	03/21/22	04/22/22
LT2710	Selective Demolition Monorail System	90	04/25/22	08/26/22
LT2720	Structural Modifications	60	05/30/22	08/19/22
LT2730	MEPS Modifications	40	06/20/22	08/12/22
LT2740	Refurbishment of Area Finishes and Clean Up	40	08/22/22	10/14/22
LT2750	Curbing & Parking Modifications	80	08/29/22	12/16/22
LT2760	Signage	10	12/05/22	12/16/22



## INSURANCE REQUIREMENTS

Design-Builder agrees to provide its full limits for every policy specified herein, without restriction or reduction, and to the extent required by Florida Department of Transportation Public Transportation Grant Agreement, shall require the same of all of its contractors, subcontractors, suppliers, consultants, and subconsultants at each tier. To the extent that there is any exclusion, deficiency, reduction, or gap in a policy, which makes the insurance more restrictive than the coverage required, the Design-Builder agrees to remain responsible and obligated to make the Owner whole as if the Design-Builder and all of its contractors, subcontractors, suppliers, consultants, and subconsultants at each tier fully met the insurance requirements of the contract. Every policy shall be maintained without interruption or amendment throughout the life of this Contract, including but not limited to any warranty or limitation periods, and for any period of extension described herein. In the event the Design-Builder becomes in default of any requirements the Owner reserves the right to take whatever actions deemed necessary to protect its interests. The Design-Builder shall require every policy, other than Workers' Compensation, Employer's Liability and Professional Liability, to be endorsed to include the Owner, members of the Owner's governing body, and the Owner's officers, volunteers, agents, and its employees as additional insureds. To the extent required by Florida Department of Transportation Public Transportation Grant Agreement, Design-Builder shall also ensure that the Florida Department of Transportation is added as an additional insured on the Commercial General Liability policy of the Design-Builder. There shall be no language in any policy, endorsement, or exclusion that reduces or limits recovery to any amount less than the full policy limits. The Design-Builder will submit evidence that it, and to the extent required by the Florida Department of Transportation Public Grant Agreement, all subcontractors, suppliers, consultants, and subconsultants at each tier has complied with this provision to the Owner before any work or service commences under this contract. Such evidence shall describe the full policy limits along with any deductible, retentions, attachment point, and any deviation from a fully insured program.

### Workers' Compensation/Employer's Liability

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

Part One:	"Florida Statutory"
Part Two:	
Each Accident	\$1,000,000
Disease – Policy Limit	\$1,000,000
Disease – Each Employee	\$1,000,000

It is the responsibility of the Design-Builder to ensure that all entities and person(s) working for or behalf of itself or any contractor, subcontractor, supplier, subconsultant, independent contractor, sole proprietorship, partner, "leased employee", person obtained through a professional employer organization ("PEO's"), operator, and any personnel obtained under an agreement, including equipment rental agreements have Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law.

### Commercial General Liability

The Design-Builder will maintain and ensure that all contractors, subcontractors, suppliers, consultants, and subconsultants at each tier has Commercial General Liability insurance providing continuous coverage for all liability resulting out of, or in connection with, any ongoing operations performed by,



## INSURANCE REQUIREMENTS

including the use or occupancy of Owner premises, or on behalf of the Design-Builder under this Contract. The insurance required under this contract shall be the full policy limits without reduction or limitation.

The limits of coverage required shall apply fully to the work or operations performed under this Contract and may not be shared with or diminished by claims unrelated to this Contract. The coverage cannot contain any deductible, retention or self-insurance without prior approval of the Owner and must clearly identify any such deductible, retention or other than a fully insured plan. Any deductible, retention, or self-insurance will be the responsibility of and paid by the First Named Insured and not by the Owner. To the extent required by the Florida Department of Transportation Public Transportation Grant Agreement, the Commercial General Liability insurance of Design-Builder may not contain or be subject to any self-insured retentions.

Such coverage shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The Each Occurrence Limit shall not be shared or diminished by claims unrelated to this Contract. It is to be written on an "occurrence" basis on a form no more restrictive than ISO Form CG 00 01 10 01 and shall include Products/Completed Operations coverage. Additional insured coverage shall be provided on a form no more restrictive than ISO Form CG 20 10 10 01 and CG 20 37 10 01. The policy or policies shall not include a Contractual Liability Limitation (ISO CG 21 39), a Limitation of Coverage to Designated Premises or Project (CG 21 44), or any endorsement that similarly restricts or limits coverage to the Owner, including no exclusions for demolition work. The Design-Builder shall not allow its coverage to drop below or become encumbered below the following minimum limits of insurance:

	<u>Contract Specific</u>
General Aggregate	\$3,000,000
Each Occurrence	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Products and Completed Operations	\$1,000,000

## UMBRELLA LIABILITY

Each Occurrence	\$5,000,000
Aggregate	\$5,000,000

Umbrella Liability shall follow form and the Each Occurrence Limit shall not be shared or diminished by claims unrelated to this Contract.

To the extent required by Florida Department of Transportation Public Transportation Grant Agreement, Design-Builder shall ensure that all of its contractors, subcontractors, suppliers, consultants, or subconsultants at each tier procure and maintain Commercial Liability Insurance with the following minimum limits of insurance:

General Aggregate	\$5,000,000
Each Occurrence	\$1,000,000

## INSURANCE REQUIREMENTS

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

The Limits required from Design-Builder and Subcontractors may be achieved by a combination of General Liability and Umbrella Liability.

### Business Auto Liability

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

Each Occurrence – Bodily Injury and Property Damage Combined	\$2,000,000
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The Limits required from Design-Builder and Subcontractors may be achieved by a combination of Auto Liability and Umbrella Liability.

### Professional Liability

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

Each Occurrence	\$5,000,000
Annual Aggregate	\$5,000,000

### Builders Risk Coverage

N/A

### Environmental Impairment (Pollution) Liability

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

The coverage required herein will begin at the prior to the contract's inception and commencement of the Work, continue and respond to any claims within three (3) year(s) after termination of this Contract.

## INSURANCE REQUIREMENTS

The Design-Builder shall not allow its coverage to drop below or become encumbered below the following minimum limits of insurance:

Each Occurrence	\$5,000,000
Annual Aggregate	\$5,000,000

### Utility and Railroad Protective Liability

To the extent required by the Florida Department of Transportation Public Transportation Grant Agreement when work performed under this Contract is on or in the vicinity of utility-owned property or facilities the utility shall also be listed as an additional insured along with the Owner, members of the Owner's governing body, the Owner's officers, volunteers, agents and its employees and to the extent required by the Florida Department of Transportation Grant Agreement in the manner as described herein.

To the extent required by the Florida Department of Transportation Public Transportation Grant Agreement if the work performed is on or in the vicinity of a railroad right-of-way, including any encroachments thereon from such work or operations, the entities and persons involved shall require, procure, and maintain Railroad Protective Liability Coverage. Such coverage shall be no more restrictive than that provided by the latest occurrence form edition of the Railroad Protective Liability Coverage (ISO Form CG 00 35) as filed for use in the State of Florida.

Design-Builder agrees to provide its full policy limits for any Utility or Railroad, without restriction or reduction, and shall require the same of all of its contractors, subcontractors, suppliers, consultants, and subconsultants at each tier. The Design-Builder shall not allow its coverage or that of any of its contractors, subcontractors, suppliers, consultants, or subconsultants at each tier required to have this coverage to drop below or become encumbered below \$2,000,000 combined single limit for bodily injury and/or property damage for each occurrence or have an annual aggregate of less than a \$6,000,000, inclusive of amounts provided by an umbrella or excess policy.

The coverage shall include the railroad and utility along with the Owner and State of Florida, Department of Transportation as additional insureds in the manner as described herein.

## CONTRACTUAL INSURANCE TERMS AND CONDITIONS

This Section incorporates the Owner's Standard Procedure S250.06 and establishes the insurance terms and conditions associated with contractual insurance requirements. This Section is applicable to all Design-Builders with Owner contracts, and to the extent required by the Florida Department of Transportation Public Transportation Grant Agreement, includes every contractor, subcontractor, consultant, and subconsultant at each tier. Unless otherwise provided herein, any exceptions to the following conditions or changes to required coverages or coverage limits must have prior written approval from the Owner.

### INSURANCE COVERAGE:

#### A. Procurement of Coverage:

## INSURANCE REQUIREMENTS

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

### B. Term of Coverage:

Except as otherwise specified in the contract, the insurance will commence on or prior to the effective date of the contract and will be maintained in force throughout the duration of the contract, including but not limited to any warranty or limitation periods and for any period of extended coverage required in the contract. If a policy is written on a claims-made form, the retroactive date must be shown and this date must be before the earlier of the date of the execution of the contract or the beginning of contract work, and the coverage must respond to all claims reported within three years following the period for which coverage is required unless a longer period of time is otherwise stated in the contract.

### C. Reduction of Aggregate Limits:

Each insurance policy will be specifically endorsed to require the insurer to provide written notice to the Owner at least 30 days (or 10 days prior notice for non-payment of premium) prior to any cancellation, non-renewal or adverse change, initiated by the insurer, and applicable to any policy or coverage described in the contract or in this Standard Procedure. The endorsement will specify that such notice will be sent to:

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

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

### D. No waiver by approval/disapproval:

The Owner accepts no responsibility for determining whether the company or any contractor, subcontractor, consultant, or sub-consultant at each tier is in full compliance with the insurance coverage required by the contract. The Owner's approval or failure to disapprove any policy,

## INSURANCE REQUIREMENTS

endorsement coverage, or Certificate of Insurance does not relieve or excuse the company of any obligation to procure and maintain the insurance required in the contract or in this Standard Procedure, nor does it serve as a waiver of any rights or defenses the Owner may have.

### E. Future Modifications – Changes in Circumstances:

#### 1. Changes in Coverage and Required Limits of Insurance

The coverages and minimum limits of insurance required by the contract are based on circumstances in effect at the inception of the contract. If, in the opinion of the Owner, circumstances merit a change in such coverage or minimum limits of insurance required by the contract, the Owner may change the coverage and the minimum limits of insurance required, and the Design-Builder will, within 60 days of receipt of written notice of a change in the coverage and/or the minimum limits required, comply with such change and provide evidence of such compliance in the manner required by the contract. Provided, however, that no change in the coverages or minimum limits of insurance required will be made by the Owner until at least two years after inception of the contract. Subsequent changes in the coverage or minimum limits of insurance required will not be made by the Owner until at least two years after any prior change by the Owner unless extreme conditions warrant such change and are agreeable to both parties. To the extent required by Florida Department of Transportation Public Transportation Grant Agreement, any such change or modification in coverage or limits shall also apply to the contractors, subcontractors, suppliers, consultants, and sub-consultants at each tier.

If, in the opinion of the Owner, compliance with the insurance requirements is not commercially practicable for the Design-Builder, contractors, subcontractors, suppliers, consultants or subconsultants at any tier, at the written request of the Design-Builder, the Owner may, at its sole discretion and subject to any conditions it deems appropriate, relax or temporarily suspend, in whole or in part, the insurance requirements which would otherwise apply to the Design-Builder, contractors, subcontractors, suppliers, consultants, and sub-consultants at any tier. Any such modification will be subject to the prior written approval of the Owner's General Counsel and Executive Vice President of Legal Affairs or designee, and subject to the conditions of such approval.

### F. Proof of Insurance – Insurance Certificate:

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

The Design-Builder and, to the extent required by Florida Department of Transportation Public Transportation Grant Agreement, the Design-Builder's contractors, subcontractors, suppliers, consultants, and sub-consultants at each tier will not commence work, or use or occupy Owner's premises in connection with the contract until the required insurance is in force, preliminary evidence of insurance acceptable to the Owner has been provided to the Owner, and the Owner has granted permission to the company to commence work or use or occupy the premises in connection with the contract.

#### 2. Proof of Insurance Coverage

## INSURANCE REQUIREMENTS

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

The Certificate must:

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

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

If requested by the Owner, the Design-Builder will, within 15 days after receipt of written request from the Owner, provide the Owner, or make available for review, a certified complete copy of the policies of insurance. The Design-Builder may redact those portions of the insurance policies that are not relevant to the coverage required by the contract. The Design-Builder will provide the Owner with renewal or replacement evidence of insurance, acceptable to the Owner, prior to expiration or termination of such insurance.

### G. Deductibles, Self-Insurance, Alternative Risk or Insurance Programs:

1. All deductibles, as well as all self-insured retentions and any alternative risk or insurance programs (including, but not limited to, the use of captives, trusts, pooled programs, risk retention groups, or investment-linked insurance products), must be approved by the Owner's General Counsel and Executive Vice President of Legal Affairs or designee. The Design-Builder agrees to provide all documentation necessary for the Owner to review the deductible, self-insurance or alternative risk or insurance program.

## INSURANCE REQUIREMENTS

2. The Design-Builder will pay on behalf of the Owner, members of the Owner's governing body, the Owner's officers, volunteers, agents and its employees and to the extent required by the Florida Department of Transportation Grant Agreement, any deductible, self-insured retention (SIR), or difference from a fully insured program which, with respect to the required insurance, is applicable to any claim by or against the Owner, or any member of the Owner's governing body, or any officer or employee of the Owner.
3. The contract by the Owner to allow the use of a deductible, self-insurance or alternative risk or insurance program will be subject to periodic review by the Director of Risk Management. If, at any time, the Owner deems that the continued use of a deductible, self-insurance, or alternative risk or insurance program by the Design-Builder should not be permitted, the Owner may, upon 60 days' written notice to the company, require the Design-Builder to replace or modify the deductible, self-insurance, or alternative risk or insurance program in a manner satisfactory to the Owner.
4. Any deductible amount, self-insurance, or alternative risk or insurance program's retention will be included and clearly described on the Certificate prior to any approval by the Owner. This is to include fully insured programs as to a zero deductible per the policy. Owner reserves the right to deny any Certificate not in compliance with this requirement.
5. To the extent required by Florida Department of Transportation Public Transportation Grant Agreement, the commercial general liability may not be subject to a self-insured retention. Subject to approval by the Owner under sub-paragraphs 1-4 above, the commercial general liability may contain a deductible, provided that such deductible shall be paid by the named insured.

### H. Design-Builder's Insurance Primary:

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

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

### I. Incident Notification:

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

### J. Customer Claims, Issues, or Complaints:

## INSURANCE REQUIREMENTS

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

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

### K. Applicable Law:

With respect to any contract entered into by the Owner with a value exceeding \$10,000,000, if any required policy or program is: (i) issued to a policyholder outside of Florida or (ii) contains a “choice of law” or similar provision stating that the law of any state other than Florida shall govern disputes concerning the policy, then such policy or program must be endorsed so that Florida law (including but not limited to Part II of Chapter 627 of the Florida Statutes) will govern any and all disputes concerning the policy or program in connection with claims arising out of work performed pursuant to the Contract. The Design-Builder will ensure that all contractors, subcontractors, suppliers, consultants, and subconsultants at each tier are contractually bound and remain in compliance with this provision.

### L. Waiver of Subrogation:

The Design-Builder, for itself and on behalf of its insurers, to the fullest extent permitted by law without voiding the insurance required by the Contract, waives all rights against the Owner, members of the Owner’s governing body and the Owner’s officers, volunteers, agents and its employees, as well as the State of Florida, Department of Transportation, including the Department’s officers and its employees for damages or loss to the extent covered and paid for by any insurance maintained by the Design-Builder. The Design-Builder shall require all contractors, subcontractors, suppliers, consultants and subconsultants at each tier for themselves and their insurers, to the fullest extent permitted by law without voiding the insurance required by the Contract, to waive all rights against the Owner, members of the Owner’s governing body and the Owner’s officers, volunteers, agents and its employees, as well as the State of Florida, Department of Transportation, including the Department’s officers and its employees for damages or loss to the extent covered and paid for by any insurance maintained by the Design-Builder to the extent covered and paid for by any insurance maintained by the Design-Builder’s contractors, subcontractors, suppliers, consultants and subconsultants at each tier. The Design-Builder shall further require that all contractors, subcontractors, suppliers, consultants, and subconsultants at each tier include the following in every contract and on each policy the following:

“Hillsborough County Aviation Authority, members of the Authority’s governing body and the Authority’s officers, volunteers, agents, and its employees, as well as the State of Florida, Department of Transportation, including the Department’s officers and its employees are additional insureds for the coverages required by all policies as described above other than workers compensation and professional liability.”



## INSURANCE REQUIREMENTS

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

#### 1. Owner's Right to Procure Replacement Insurance

If, after the inception of this Contract, the Design-Builder or any of its contractors, subcontractors, suppliers, consultants, or subconsultants fails to fully comply with the insurance requirements of the Contract, in addition to and not in lieu of any other remedy available to the Owner provided by the Contract, the Owner may, at its sole discretion, procure and maintain on behalf of the Design-Builder, insurance which provides, in whole or in part, the required insurance coverage.

#### 2. Replacement Coverage at Sole Expense of Design-Builder

The entire cost of any insurance procured by the Owner pursuant to this Attachment will be paid by the Design-Builder. At the option of the Owner, the Design-Builder will either directly pay the entire cost of the insurance or immediately reimburse the Owner for any costs incurred by the Owner, including all premiums, fees, taxes, and 15% for the cost of administration.

##### a. Design-Builder to Remain Fully Liable

The Design-Builder agrees to remain fully liable for full compliance with the insurance requirements in the Contract and shall require the same of all of its contractors, subcontractors, suppliers, consultants, and subconsultants at each tier. To the extent that there is any exclusion, deficiency, reduction, or gap in a policy which makes the insurance more restrictive than the coverage required, the Design-Builder agrees to remain responsible and obligated to make the Owner whole as if the Design-Builder and all of its contractors, subcontractors, suppliers, consultants, and subconsultants at each tier fully met the insurance requirements of the contract.

##### b. Owner's Right to Terminate, Modify, or Not Procure

Any insurance procured by the Owner is solely for the Owner's benefit and is not intended to replace or supplement any insurance coverage which otherwise would have been maintained by the Design-Builder or by any of its contractors, subcontractors, suppliers, consultants, or sub-consultants at each tier. Owner is not obligated to procure any insurance pursuant to these requirements and retains the right, at its sole discretion, to terminate or modify any such insurance which might be procured by the Owner pursuant to this Attachment.



Hillsborough County Aviation Authority  
PO Box 22287  
Tampa, FL 33622  
Telephone: 813-870-8700

### E-Verify Certification

Solicitation No. 20-411-002  
Monorail System Decommissioning and Moving Walkway Installation

This certification is required in accordance with the State of Florida, Office of the Governor, Executive Order Number 11-116 (Verification of Employment Status).

The State of Florida, Office of the Governor, Executive Order Number 11-116 (Verification of Employment Status), and any projects with Florida Department of Transportation (FDOT) funding as part of a Joint Participation Agreement between FDOT and the Authority, require, as a condition of all contracts for the provision of goods or services, an express requirement that contractors utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor during the term of the contract, and an express requirement that contractors include in subcontracts the requirement that subcontractors performing work or providing services pursuant to the contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

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Company: \_\_\_\_\_ FID or EIN No.: \_\_\_\_\_

Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

I, \_\_\_\_\_, as a representative of \_\_\_\_\_,  
certify and affirm that this company will comply with the E-Verification requirements of Executive  
Order Number 11-116.

\_\_\_\_\_  
Signature Title

\_\_\_\_\_  
Printed Name Date

[Affix Corporate Resolution if not signed by the President or Vice President of the Company]