

CONTRACT FOR DESIGN PROFESSIONAL SERVICES
FOR PROJECT NO. 6800 22

BETWEEN

HILLSBOROUGH COUNTY AVIATION AUTHORITY

AND

C& S Engineers, Inc.

DATED: MAY 5, 2022

TABLE OF CONTENTS

ARTICLE 1 - PROJECT 4

ARTICLE 2 – CONTRACT ADMINISTRATION..... 4

ARTICLE 3 - SERVICES BY THE DESIGN PROFESSIONAL 4

ARTICLE 4 – TIME 7

ARTICLE 5 - PAYMENTS TO THE DESIGN PROFESSIONAL 7

ARTICLE 6 – OWNER’S RIGHT TO PERFORM AUDITS, INSPECTIONS, OR ATTESTATION
ENGAGEMENTS 12

ARTICLE 7 - OWNERSHIP OF DOCUMENTS 14

ARTICLE 8 - INDEMNITY 15

ARTICLE 9 - INSURANCE REQUIREMENTS 188

ARTICLE 10 – WAIVER OF CLAIMS 18

ARTICLE 11 – CLAIMS AND DISPUTES 18

ARTICLE 12 - ASSISTANCE IN LITIGATION 19

ARTICLE 13 – CONFLICT OF INTEREST..... 19

ARTICLE 14 – NOTICES AND ADDRESS OF RECORD..... 19

ARTICLE 15 - TERM OF CONTRACT 20

ARTICLE 16 - TERMINATION OF CONTRACT 20

ARTICLE 17 – SUSPENSION OF WORK	21
ARTICLE 18 - SUCCESSORS AND ASSIGNS	21
ARTICLE 19 - TRUTH IN NEGOTIATIONS	21
ARTICLE 20 - CERTIFICATION OF DESIGN PROFESSIONAL/PROHIBITION AGAINST CONTINGENT FEES.....	21
ARTICLE 21 - RESTRICTED VENDOR LISTS	22
ARTICLE 22 - CONTRACT MADE IN FLORIDA.....	22
ARTICLE 23 - NON-DISCRIMINATION	222
ARTICLE 24 - DISADVANTAGED BUSINESS ENTERPRISE (DBE) ASSURANCES	24
ARTICLE 25 – BUY AMERICAN ASSURANCE	26
ARTICLE 26 – PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES.....	26
ARTICLE 27 – E-VERIFY REQUIREMENT/UNAUTHORIZED ALIENS.....	27
ARTICLE 28 – LOBBYING.....	27
ARTICLE 29 – COMPLETE CONTRACT	268
 ATTACHMENT 1 – FEE AND SCOPE PROPOSAL	
 ATTACHMENT 2 – CONTRACT CLAUSES CIVIL RIGHTS/AIRPORT IMPROVEMENT PROGRAM	
 ATTACHMENT 3 – E-VERIFY CERTIFICATION	
 ATTACHMENT 4 – INSURANCE REQUIREMENTS	

CONTRACT FOR DESIGN PROFESSIONAL SERVICES

This Contract for Design Professional Services is made and entered into this 5th day of May, 2022 by and between the Hillsborough County Aviation Authority, an independent special district under the laws of the State of Florida, hereinafter referred to as the "Owner", and C&S Engineers, Inc., a New York corporation, authorized to do business in the State of Florida, hereinafter referred to as the "Design Professional". The Owner and the Design Professional hereby agree as follows:

ARTICLE 1 - PROJECT

The project, hereinafter referred to as the Project, is as follows:

Provide design professional services in accordance with Section 287.055, Florida Statutes, in connection with the Replace Airfield Perimeter Fence at Tampa International Airport.

ARTICLE 2 - CONTRACT ADMINISTRATION

This Contract will be administered by the Owner's Chief Executive Officer or designee.

ARTICLE 3 - SERVICES BY THE DESIGN PROFESSIONAL

3.1 The services that the Design Professional will provide to the Owner under this Contract will be as follows, and in general accordance with the Owner's Request for Qualifications dated November 4, 2021, entitled "Request for Qualifications for Replace Airfield Perimeter Fence at Tampa International Airport, Tampa, Florida", the Design Professional's response to the Owner's Request for Qualifications dated December 15, 2021, entitled "Replace Airfield Perimeter Fence at Tampa International Airport", which are both incorporated herein by reference, and the Design Professional's Fee and Scope Proposal dated April 25, 2022, entitled "HCAA Project Number 6800 22, Replace Airfield Perimeter Fence" which is attached hereto as Attachment 1 and incorporated herein by reference. In the event of any conflicts between this Contract and any other documents, the precedence in resolving such conflicts will be as follows:

- 3.1.1 This Contract
- 3.1.2 Individual work order and Design Professional's associated Fee and Scope Proposal
- 3.1.3 The Owner's Request for Qualifications
- 3.1.4 Design Professional's response to Request for Qualifications

3.2 Design Professional designates Lori Steiner, whose business address is 2203 North Lois Avenue, Suite 400, Tampa, FL 33607, and who is a qualified licensed professional, to serve as the project manager. The project manager will be authorized and responsible to act on behalf of the Design Professional with respect to directing, coordinating and administering all aspects of the services to be provided and performed under this Contract. Design Professional designates Matthew Wenham, whose title is Vice President, whose business address is 17401 Lorain Avenue, Cleveland, OH 44111, to have full authority to bind and obligate the Design Professional on all matters arising out of or relating to this Contract. The Design Professional agrees that the project manager will devote whatever time is required to satisfactorily manage the services to be provided and performed by the Design Professional hereunder. Any replacement of the project manager will be subject to the prior approval and acceptance of the Owner.

3.3 Basic services under this Contract will include those in Attachment 1.

3.4 Additional services under this Contract will, at the request of the Owner, include those in Attachment 1.

3.5 The Design Professional agrees, within seven days of receipt of a written request from the Owner, to promptly remove and replace the project manager, or any other personnel employed or retained by the Design Professional, or any subconsultants or subcontractors or any personnel of any such subconsultants or subcontractors engaged by the Design Professional to provide and perform services or work pursuant to the requirements of this Contract, whom the Owner will request in writing to be removed, which request may be made by the Owner with or without cause.

3.6 Work Order Process - 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 Professional. 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 this Contract. Upon request by the Owner, Design Professional 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.

3.7 The Design Professional will perform professional services provided for in each work order executed between the parties. Such professional services will be performed in accordance with the terms of this Contract. The Design Professional will be solely responsible for the technical completeness and accuracy of all work performed under this Contract.

3.8 The Design Professional will comply with all Owner Rules and Regulations, Policies, Standard Procedures and Operating Directives.

3.9 The Design Professional is required to hire qualified consultants for the design phase of the Project.

3.10 The Design Professional 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 by written notification to the Owner. For the plans, specifications, construction contract documents, and any and all other engineering, construction and contractual documents produced by the Design Professional, the Design Professional will certify that:

3.10.1 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.

3.10.2 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.

3.10.3 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.

3.10.4 The plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

3.11 The Design Professional 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 Professional to comply with all applicable provisions of the FDOT Public Transportation Grant Agreement. The Design Professional 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 Professional shall comply with all FDOT requirements contained in Exhibit C of the FDOT Public Transportation Grant Agreement.

3.12 When the Contractor considers that the whole work included in a construction contract, or a portion thereof designated in the contract documents for separate completion, is complete,

the Contractor will notify the Owner and Design Professional 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, the Design Professional shall provide 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 to the Owner and Contractor in a timely manner. 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.

ARTICLE 4 - TIME

4.1 Services to be rendered by the Design Professional will commence subsequent to the execution of this Contract in accordance with each work order. Time is of the essence with respect to the performance of this Contract.

4.2 Should the Design Professional fail to commence, provide, perform or complete any of the 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 any and all payments due and owing to the Design Professional until such time as the Design Professional resumes performance of its obligations in such a manner so as to satisfy the Owner.

ARTICLE 5 - PAYMENTS TO THE DESIGN PROFESSIONAL

5.1 The amount for the performance of basic services required under this Contract, not identified as direct and reimbursable expenses, costs identified as resident inspection services and costs from the owner allowance amount used for basic services, direct and reimbursable expenses and resident inspection services will be in a not-to-exceed amount of One Million Fifty-Four Thousand Two Hundred Seventy-Seven and No One Hundredth Dollars (\$1,054,277.00), which includes all fees for subconsultants.

5.2 Not Used.

5.3 Not Used.

5.4 Invoiced amounts will be based on the lesser of actual or agreed upon Design Professional's and team member's 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 Professional's and team member's following:

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

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

5.4.3 Negotiated profits; and

5.4.4 Agreed upon hourly billing rates.

The Design Professional, at their 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 Professional for the lesser of actual, agreed upon or billed hourly billing rates of the Design Professional and their team members.

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

Conceptual/Schematic Design Phase	-	Up to 15%
Design Development Phase	-	Up to 30%
Construction Document Phase through award of Contract	-	Up to 80%
Construction Phase	-	Up to 100%

5.4.5 Invoiced amounts for multiple projects or multiple locations must be identified per project and/or location.

5.4.6 All subconsultant agreements must be submitted at time of billing. Subconsultant agreements must include a provision providing the Owner the same rights to audit at the subconsultant level in all of its subconsultant agreements executed to effect project completion.

5.4.7 A Spreadsheet Rate & Hour Verification form (PD 84) 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 consultant service invoice submittal. If there are changes such as new employees, new classification or new raw rate, then an updated rate table 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.

5.4.8 Basic services invoices that are submitted with a consultant service invoice that are older than 90 days before the submission date will not be reimbursed. Basic services performed before the work order effective date will not be reimbursed.

5.4.9 Timesheets are required as supporting backup for all basic services invoice amounts. Hours billed must be clearly identified.

5.4.10 Overtime on any basic services must be pre-approved by the Owner.

5.4.11 Basic services must be organized using standard separators to identify the basic services being billed.

5.4.12 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.

5.4.13 All permit requirements, acceptable deliverables and badges are required to be submitted seven days before submission of a final consultant service invoice.

5.4.14 If deficiencies are found, a standard deficiency e-mail will be sent to the Design Professional to resolve within three business days. If the deficiency is not resolved within that time, the consultant service invoice will be returned.

5.5 Payments for Reimbursable Expenses. The Design Professional will be reimbursed at cost for all expenses, except travel and subsistence which will be reimbursed in accordance with Owner Policy, in an amount not to exceed the maximum reimbursable amount provided for in each individual work order. Each work order under this Contract will identify the type of expenses that will be eligible for reimbursement and the maximum reimbursable amount for that work order. As specified hereinafter, the Design Professional's direct and reimbursable expenses include only:

5.5.1 The cost of securing a recognized testing laboratory which will perform all soils and sub-surface investigations, tests, reports and recommendations required for schematic and final design and construction of the Project.

5.5.2 The cost of securing a recognized testing laboratory which will perform all necessary testing of materials and all shop and mill inspection of materials and equipment as will be required during construction of the assigned work in the Project.

5.5.3 The cost of boundary surveys, topographic surveys, land surveys, establishment of boundaries and monuments, field surveys, photogrammetry, field layouts of construction, construction layout, control staking, and related office computations and drafting.

5.5.4 The cost of outside special consultants to advise and assist Design Professional throughout the Project.

5.5.5 The actual cost of reproduction of review plans and specifications, the construction contract plans and specifications required for the securing of bids for the assigned work in the Project and for the use of contractors, subcontractors, testing laboratories, and others having need for such prints during construction.

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

5.5.7 Expenses for parking at Tampa International Airport and transportation

related to the Project including airplane travel and automobile; and, in the event overnight travel related to the Project is required, cost of meals and lodging. All travel expenses will be reimbursed in accordance with the Owner's Policy and Standard Procedure on travel and business development expenses, as both may be amended from time to time. Only travel expenses incurred in the performance of the Owner's business are reimbursable. The most efficient and economical means of transportation is required. All travel must be pre-approved by the Owner. Employee expense sheets are required as well as supporting original or legible copies of all receipts.

5.5.8 Materials for study models, film and processing expenses.

5.5.9 The actual costs of all fees and permits 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 construction contractor.

5.5.10 Invoiced amounts for multiple projects or multiple locations must be identified per project and/or location.

5.5.11 All subconsultant signed agreements must be submitted at time of billing. Subconsultant agreements must include a provision providing the Owner the same rights to audit at the subconsultant level in all of its subconsultant agreements executed to effect project completion.

5.5.12 Receipts/Invoices that are submitted with a professional service invoice that are older than 90 days before the submission date will not be reimbursed. Receipts/Invoices for expenses before the work order effective date will not be reimbursed.

5.5.13 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.

5.5.14 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.

5.5.15 Equipment purchased for and paid by the Owner must be identified when invoiced 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.

5.5.16 No purchases of alcohol will be reimbursed by the Owner.

5.5.17 Meals for Owner or local consultant staff members will not be reimbursed.

5.5.18 No front loading on Progress Payments is allowed. Progress Payments are limited to the actual invoiced amounts.

5.5.19 Pre-approval from the Owner is necessary for office or petty cash expenditures.

5.5.20 Reimbursable expenses must be presented as a package organized in the following manner: Reimbursement Tracking Form, actual invoices identifying item numbers as it appears on the Reimbursement Tracking Form. The Reimbursement Tracking Form is required to be submitted electronically in Microsoft Excel format, as is the supporting documentation for the submitted professional service invoice.

5.5.21 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.

5.5.22 All permit requirements, acceptable deliverables and badges are required to be submitted seven days before submission of a final professional service invoice.

5.5.23 If deficiencies are found, a standard deficiency e-mail will be sent to the Design Professional to resolve within three business days. If the deficiency is not resolved within that time, the professional service invoice will be returned.

5.6 In the event that it is established during the design phase that there will be substantial changes to the scope of the Project as originally proposed and upon which the compensation is based, a change in said compensation will be negotiated prior to further development of the design.

5.7 One executed original sworn and notarized invoice for services, verified to the satisfaction of the Owner, will be rendered by the twenty-fifth of each month electronically to DesignInvoice@TampaAirport.com. The Design Professional will submit with each invoice one original of a detailed accounting of the value of work performed to date by certified Disadvantaged Business Enterprises (DBE). This accounting will include the names and addresses of DBEs that have participated, a description of the work each named DBE has performed, and the value of work performed by each named DBE. The Design Professional will also submit with each invoice a Rate & Hour Verification Sheet and a Reimbursement Tracking Form, both in Microsoft Excel format.

5.8 Whenever compensation is paid to the Design Professional 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.

5.9 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.

5.10 The Design Professional 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 Professional receives from the Owner. The Design Professional agrees further to release retainage payments to each subconsultant within 10 days after the subconsultant'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 D/W/MBE and non-D/W/MBE subconsultant.

5.11 With the exception of the month of September, all applications for payment will be submitted to the Authority by the twenty-fifth of each month. In the event that the twenty-fifth of the month falls on a Saturday or Sunday, applications for payment are due the next business day. Payment will be made by the third Friday of the month. Applications for payment submitted more than 20 days prior to the third Friday 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 next business day 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.

5.12 The Design Professional is required to provide all information and supporting documentation required to enable the Owner to receive any applicable state or federal grants.

ARTICLE 6 - OWNER'S RIGHT TO PERFORM AUDITS, INSPECTIONS, OR ATTESTATION ENGAGEMENTS

6.1 Engagement(s) as used in this Contract include, but are not limited to, Audits, Inspections, or Attestation Engagements. In connection with payments to the Design Professional under this Contract, it is agreed the Design Professional will maintain adequate records in accordance with generally accepted accounting practices. The Owner, Florida Department of Transportation, Federal Aviation Administration, Federal Highway Administration, Florida Department of Financial Services, 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 Engagements over the Design Professional's records for the purpose of determining payment eligibility under the Contract or over selected operations performed by Design Professional under this Contract for the purpose of determining compliance with the Contract. Access will be to all of the Design Professional's records, including books, documents, papers, and records of Design Professional directly pertinent to this Contract or any work order, as well as records of parent, affiliate and subsidiary companies. If the records are kept at locations other than Tampa International Airport, Design Professional will arrange for said records to be brought to a location convenient to Owner's auditors to conduct Engagements as set forth in this Article. Or, Design Professional may transport Owner's team to location where the records are kept other than Tampa International Airport for purposes of undertaking Engagements. In such event, Design Professional will pay reasonable costs of transportation, food and lodging for Owner's team in accordance with Owner's Travel and Business Development Expenses Policy. Design Professional

agrees to deliver or provide access to all records requested by Owner's auditors within 14 calendar days of the request at the initiation of Engagement and to deliver or provide access to all other records requested during the Engagement within 7 calendar days of each request. The parties recognize that Owner will incur damages 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 Professional may be charged liquidated damages of \$100.00, for each item in a records request, per calendar day, for each time Design Professional is late in submitting requested records to perform an Engagement. Accrual of fee will continue until specific performance is accomplished. This liquidated damages rate is 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 Professional maintains its accounting or Project information in electronic format, upon request by the Owner's auditors, the Design Professional will provide a download of its accounting or Project information in an electronic format allowing readership in Microsoft Office software.

6.3 The Owner has the right during the Engagement to interview the Design Professional'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 any work order, or six years after the termination of this Contract, whichever occurs later.

6.4 In the event the Design Professional has overcharged the Owner for direct and reimbursable expenses, the Design Professional 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 Professional has overcharged the Owner by more than 3% of the gross direct and reimbursable amount, the Owner may assess and the Design Professional will pay for the entire cost of the Engagement.

6.5 The Design Professional shall require all of its subcontractors and subconsultants to provide the Owner the same rights to perform Engagements as allowed in this Contract. The Design Professional shall require that all of its subcontractors and subconsultants require their sub-subcontractors and sub-subconsultants to provide the Owner the same rights to perform Engagements as allowed in this Contract.

6.6 Approvals by Owner's staff for any services included or not included in this Contract do not act as a waiver or limitation of the Owner's right to perform Engagements.

6.7 The Design Professional 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 - OWNERSHIP OF DOCUMENTS

7.1 Design Professional acknowledges and agrees that all records, documents, drawings, notes, tracings, plans, specifications, maps, evaluations, reports and other technical data, models, renderings and electronic data (other than working papers), prepared, developed or furnished by Design Professional or the design professional(s) employed or retained by the Design Professional 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 Professional will take all actions necessary to secure for Owner all such right, title and interest. Design Professional warrants that all materials comprising the Project Documents are original with Design Professional 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 Professional 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 Professional will assign to Owner any and all rights, including any copyrights, in the Project Documents that Design Professional or the design professional(s) employed or retained by the Design Professional on this Project may possess now or in the future, and Design Professional and its design professional(s) will claim no rights adverse to Owner in the Project Documents. Design Professional agrees to defend, indemnify and hold harmless the Owner and its Board members, officers, and employees from and against any liabilities, claims, costs or expenses as a result of any alleged infringement of third party rights in the documents described herein. If this clause is found to conflict in any way with Florida law, the clause will be considered modified by such law to the extent necessary to remedy the conflict. Any project as designed by Design Professional 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 Professional hereby grants its consent to reuse of the Project Documents by Owner for any and all such purposes. The Design Professional will incorporate the terms of this Paragraph in all contracts with design professionals employed or retained by the Design Professional to perform services covered by this Contract.

7.2 Submission or distribution of the Design Professional's Project 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 3.8.

7.3 CHAPTER 119, FLA. STATUTES REQUIREMENTS

IF THE DESIGN PROFESSIONAL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DESIGN PROFESSIONAL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**(813) 870-8721, ADMCENTRALRECORDS@TAMPAAIRPORT.COM,
HILLSBOROUGH COUNTY AVIATION AUTHORITY, P.O. BOX 22287, TAMPA FL
33622.**

Design Professional 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 services 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 and following completion of the Contract.
- d. Upon completion of this Contract, keep and maintain public records required by the Owner to perform the services. Design Professional 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 Owner.

ARTICLE 8 - INDEMNITY

8.1 To the maximum extent permitted by Florida law, in addition to the Design Professional's obligation to provide pay for and maintain insurance as set forth elsewhere in this Contract, the Design Professional 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, fines and damages (including but not limited to claims for attorney's fees and dispute resolutions) caused in whole or in part by the:

1. Presence on, use or occupancy of the Owner's 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 Professional or the Design Professional's officers, employees, agents, volunteers, subcontractors, invitees, or any other person, directly or indirectly, 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 claims caused in part by negligence, acts or omissions of the Owner, its members, officers, agents, employees, and volunteers.

8.2 In addition to the duty to indemnify and hold harmless, the Design Professional 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, 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 the Owner's 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 Professional or the Design Professional's officers, employees, agents, volunteers, subcontractors, invitees, or any other person directly or indirectly employed or utilized by the Design Professional 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 Professional by a party entitled to a defense hereunder. This indemnity obligation expressly applies, and shall be construed to include, any and all claims caused in part by negligence, acts or omissions of the Owner, its members, officers, agents, employees, and volunteers.

8.3 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, the Design Professional agrees to the following: To the maximum extent permitted by Florida law, the Design Professional 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 Professional and persons employed or utilized by the Design Professional in the performance of this Contract.

8.4 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.

8.5 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 Professional 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 Professional and persons employed or utilized by the Design Professional 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.

8.6 The Design Professional'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.

8.7 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.

8.8 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 the Design Professional of any of its obligations under this Article.

8.9 If the above Article 8.1-8.8 or any part of Article 8.1-8.8 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 9 - INSURANCE REQUIREMENTS

9.1 The provisions of Attachment 4 - INSURANCE REQUIREMENTS are incorporated by reference into this Contract.

9.2 The Design Professional will comply with the insurance requirements and coverage limits detailed in Attachment 4 - INSURANCE REQUIREMENTS. Such insurance will protect the Owner and Design Professional from claims which may arise out of or result from operations under this Contract by the Design Professional, by a subcontractor of the Design Professional, by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable.

9.3 Pursuant to Fla. Stat. 255.0517(2)(d), nothing contained herein prohibits the Design Professional or subcontractor from purchasing any additional insurance coverage that the Design Professional or subcontractor believes is necessary for protection against any liability arising out of the contract. However, in the event that the Design Professional or subcontractor elects to purchase additional insurance, the cost of any additional insurance procured by the Design Professional or subcontractor must be disclosed to the Owner.

ARTICLE 10 - WAIVER OF CLAIMS

The Design Professional's acceptance of final payment for any individual work order will constitute a full waiver of any and all claims by Design Professional against the Owner arising out of this Contract or individual work order or otherwise related to the Project, except insurance company subrogation claims and other claims previously made in writing and identified by Design Professional as unsettled at the time of the final payment. Neither the acceptance of Design Professional's services nor payment by the Owner will be deemed to be a waiver of the Owner's rights against Design Professional.

ARTICLE 11 - CLAIMS AND DISPUTES

11.1 A claim is a written demand or assertion by one of the parties seeking as a matter of right adjustment or interpretation of the Contract terms, payment of money, extension of time or other relief with respect to the terms of this Contract. The term claim also includes other disputes and matters in question between the Owner and Design Professional arising out of or relating to this Contract. All claims must be made in writing. The responsibility to substantiate claims will rest with the party making the claim.

11.2 Claims by Design Professional must be made in writing to the Owner within 20 calendar days after the occurrence of the event giving rise to such claim or else Design Professional will be deemed to have waived the claim. Written supporting data will be submitted to the Owner within 30 calendar days after such occurrence unless the Owner allows additional time or else Design Professional will be deemed to have waived the claim. Claims by the Owner may be made at any time irrespective of the date of the occurrence of the event giving rise to the claim.

11.3 Unless otherwise agreed in writing and notwithstanding any other rights or obligations of either of the parties under this Contract, the Design Professional will carry on with the performance of its services and duties hereunder during the pendency of any claim, dispute, other matter in question or arbitration or any other proceedings to resolve any claim, dispute or other matter in question. The Owner, however, will be under no obligation to make payments on or against such claims, disputes or other matters in question during the pendency of any proceedings to resolve such claims, disputes or other matters in question.

11.4 Documents in support of the claim referred to in this Article may be subject to an independent Engagement by the Owner. In the event the Engagement supports the Design Professional's claim, the Owner will pay for the Engagement. In the event the Engagement does not support the Design Professional's claim, the Design Professional will pay for the Engagement.

11.5 Any action initiated by either party associated with a claim or dispute, will be brought in the appropriate State Court in and for Hillsborough County, Florida. The appropriate Florida State Court shall be the exclusive venue and jurisdiction for such action. Confidential mediation with a mediator approved by the Owner shall be a condition precedent to litigation.

ARTICLE 12 - ASSISTANCE IN LITIGATION

Design Professional will render assistance to and on behalf of the Owner in dispute resolution proceedings, including but not limited to, litigation in connection with or arising out of this Contract, including any dispute resolution proceedings, including but not limited to, litigation brought by or against the Owner and any third parties, by providing technical information, analyses and expert witnesses only for the Owner. The Design Professional will provide services under this Article at a mutually agreed upon and reasonable rate as an additional service.

ARTICLE 13 - CONFLICT OF INTEREST

Design Professional represents that it presently has no interest and will acquire no interest, either direct or indirect, which would conflict, as determined by the Owner, in any manner with the performance of services required hereunder. Design Professional further represents that no persons having any such interest will be employed to perform these services.

ARTICLE 14 - NOTICES AND ADDRESS OF RECORD

14.1 All notices required or made pursuant to this Contract to be given by the Design Professional to the Owner will be in writing and may be given either by mailing same by United States mail with proper postage affixed thereto, or by hand-delivery, to the appropriate address as listed below:

14.1.1 Mail: Hillsborough County Aviation Authority
P. O. Box 22287
Tampa, FL 33622-2287
Attention: Chief Executive Officer

14.1.2 Hand-delivery: Hillsborough County Aviation Authority
Tampa International Airport
5411 SkyCenter Dr.
Suite 500
Tampa, FL 33607
Attention: Chief Executive Officer

ARTICLE 15 - TERM OF CONTRACT

This Contract will commence on the date awarded by the Board and will remain in effect until final acceptance of the constructed Project. Individual work orders will have effective dates and completion dates for the related scope of work.

ARTICLE 16 - TERMINATION OF CONTRACT

16.1 This Contract may be terminated by the Owner with or without cause with a seven day written notice to the Design Professional.

16.2 In the event of termination not the fault of the Design Professional, the Design Professional will be compensated for services performed to the termination date, together with reimbursable expenses then due and termination expenses. Termination expenses are expenses directly attributable to termination, including reasonable compensation for overhead and profit. Reasonable compensation for overhead and profit will be established pursuant to negotiation.

16.3 In the event of termination for cause, the Owner may retain all payments due to the Design Professional at the date of termination until all of the Owner's damages have been established and deducted from payments due.

16.4 Upon 30 days written notice to Owner, Design Professional may terminate this Contract if Design Professional is not in default of any term, provision, or covenant of this Contract only upon or after the occurrence of any of the following events: the inability of Design Professional to perform work at Tampa Executive Airport for which a work order has been issued 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 Professional from operating its business for a period of 90 consecutive days provided, however, that such inability or such order, rule or regulation is not due to any fault or negligence of Design Professional.

ARTICLE 17 - SUSPENSION OF WORK

The Owner may, for any reason, order the Design Professional in writing to suspend, delay or interrupt the work in whole or in part for such period of time as the Owner may determine. If the work is stopped for a period exceeding 60 days by the Owner, the Design Professional may be entitled to additional compensation and expenses, said compensation and expenses to be established pursuant to negotiations between the parties.

ARTICLE 18 - SUCCESSORS AND ASSIGNS

18.1 The Owner and Design Professional 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.

18.2 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 Professional assign any monies due, or to become due, hereunder without the previous written consent of the Owner. If the Design Professional attempts to make such assignment or sublet without such consent, the Design Professional will nevertheless remain legally responsible for all obligations under this Contract.

18.3 The Owner reserves the right to transfer its interests herein to any other governmental body authorized by law to operate the Airport.

ARTICLE 19 - TRUTH IN NEGOTIATIONS

The Design Professional certifies that the wage rates and other factual unit costs supporting the compensation described herein and in all work orders provided under this Contract are accurate, complete and current at the time of contracting and that the original contract price and any additions or work orders will be adjusted to exclude any significant sums where the Owner determines the contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such adjustments will be made within one year following the end of any particular work order issued under this Contract.

ARTICLE 20 - CERTIFICATION OF DESIGN PROFESSIONAL/PROHIBITION AGAINST CONTINGENT FEES

The Design Professional warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Design Professional, to solicit or secure this Contract, and that Design Professional 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 Professional, 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 Professional violates this provision, the Owner may terminate this Contract and any underlying work orders without liability and, at its discretion, deduct from the Contract or work order, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration.

ARTICLE 21 - RESTRICTED VENDOR LISTS

21.1 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 an agreement to provide any goods or services to a public entity, may not submit a bid on an agreement with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or design professional under an agreement with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

21.2 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 Professional, 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.

21.3 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 22 - CONTRACT MADE IN FLORIDA

This Contract has been made in and will be construed in accordance with the laws of the State of Florida. In any action initiated by one party against the other, venue will lie in Hillsborough County, Florida.

ARTICLE 23 - NON-DISCRIMINATION

23.1 During the performance of this Contract, the Design Professional, for itself, its assignees and successors in interest, agrees as follows:

23.1.1 Compliance with regulations. The Design Professional must 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 they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

23.1.2 Non-discrimination. The Design Professional, with regard to the work performed by it during the Contract, will not discriminate on the grounds of race,

color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Design Professional will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

23.1.3 Solicitations for subcontracts, including procurement of materials and equipment. In all solicitations either by competitive bidding or negotiation made by the Design Professional 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 Professional of the Design Professional's obligations under this Contract and the Regulations relative to non-discrimination on the grounds of race, color or national origin.

23.1.4 Information and reports. The Design Professional must 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 Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Design Professional is in the exclusive possession of another who fails or refuses to furnish this information, the Design Professional will so certify to the Owner or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.

23.1.5 Sanctions for non-compliance. In the event of the Design Professional'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 Professional under this Contract until the Design Professional complies, and/or cancellation, termination or suspension of the Contract, in whole or in part.

23.1.6 Incorporation of provisions. The Design Professional must include the provisions of sub-articles 23.1.1 through 23.1.7 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Design Professional must 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 Professional becomes involved in or is threatened by litigation with a subcontractor or supplier as a result of such direction, the Design Professional may request the Owner to enter into such litigation to protect the interests of the Owner and, in addition, the Design Professional may request the United States to enter into such litigation to protect the interests of the United States.

23.1.7 Design Professional assures that, in the performance of its obligations hereunder, it will fully comply with the requirements of 14 C.F.R. Part 152, Subpart E (Non-discrimination in Airport Aid Program), as amended from time to time, to the extent applicable to Design Professional, to ensure, among other things, that no person will be excluded from participating in any activities covered by such regulations on the grounds of race, creed, color, national origin, or sex. Design Professional, if required by such regulations, will provide assurances to the Owner that Design Professional will undertake an affirmative action program and will require the same of its subconsultants.

ARTICLE 24 - DISADVANTAGED BUSINESS ENTERPRISE (DBE) ASSURANCES

This Contract involves FAA AIP funding and therefore DBE requirements apply to this Contract.

- 24.1 Owner Policy: It is the policy of Owner that DBEs as defined in 49 CFR Part 26 will have a fair opportunity to participate in the performance of construction, architectural, engineering, and professional services contracts procured by Owner funded in whole or in part by the U.S. Department of Transportation. Design Professional will take all necessary and reasonable steps in accordance therewith to ensure that DBEs have a fair opportunity to compete for and perform subcontracts under this Contract.
- 24.2 Non-Discrimination: Design Professional and any subcontractor of Design Professional will not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Design Professional will carry out applicable requirements of Owner's DBE Policy and Program in the award and administration of this Contract. Failure by Design Professional to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as Owner deems appropriate. Each contract Authority executes with Design Professional and each subcontract Design Professional executes with a subcontractor must include the following:
- “Design Professional and subcontractor will not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Design Professional will carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by Design Professional or subcontractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as Owner deems appropriate.”
- 24.3 DBE Termination and Substitution: Design Professional is prohibited from terminating or altering or changing the scope of work of a DBE subcontractor except upon written approval of Owner in accordance with Owner’s procedures relating to DBE terminations contained in the DBE Policy and Program. Failure to comply with the procedure relating to DBE terminations or changes during the Contract will be a material violation of the Contract and will invoke the sanctions for non-compliance specified in this Contract and the DBE Policy and Program.

- 24.4 DBE Goals. In compliance with the Owner's DBE policy, the Design Professional's minimum DBE commitment is established as the sum total of the verified Letter(s) of Intent submitted with their response. The goal stated below is the sum total of the certified DBE's listed in the Design Professional's Fee and Scope Proposal which is attached hereto as Attachment 1 and which will be enforceable under the terms of this Contract. The Design Professional will demonstrate that they will subcontract to certified DBEs certified by the Florida Unified Certification Program (FLUCP) at least 26% of the dollar amount of the design fees earned under this Contract, or clearly demonstrate in a manner acceptable to the Owner its good faith efforts to obtain certified DBE subcontractors.
- 24.5 Monitoring: Owner will monitor the ongoing good faith efforts of Design Professional in meeting the requirements of this Article. 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 Article, including, but not limited to, records, records of expenditures, contracts between Design Professional and the DBE participant, and other records pertaining to DBE participation, which Design Professional will maintain for a minimum of three years following the end of this Contract. Opportunities for DBE participation will be reviewed prior to the exercise of any renewal, extension or material amendment of this Contract to consider whether an adjustment in the DBE requirement is warranted. Without limiting the requirements of this Contract, Owner reserves the right to review and approve all sub-leases or subcontracts utilized by Design Professional for the achievement of these goals.
- 24.6 Prompt Payment: Design Professional agrees to pay each subcontractor under this Contract for satisfactory performance of its contract no later than 10 calendar days from the receipt of each payment Design Professional receives from Owner. Design Professional agrees further to release retainage payments to each subcontractor within 10 calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written approval of Owner. This clause applies to both DBE and non-DBE subcontractors.
- 24.7 Reporting Requirements: Design Professional agrees that within 15 calendar days after the expiration of each calendar month during the term of this Contract, it will provide a DBE Monthly Utilization Report to Owner's DBE Program Manager calculated in accordance with the requirements of 49 CFR Part 26. If the required DBE participation is not met, Design Professional will explain in the DBE Monthly Utilization Report the reasons for its failure to meet the prescribed goal and the strategy Design Professional proposes to meet the DBE goal. All firms interested in participating in contracting/subcontracting opportunities as a DBE must be certified as eligible DBEs before said business enterprises begin their portion of the Contract work. Only certified DBEs will count toward the DBE goal. If the Design Professional fails to achieve the DBE goal stated herein, it will be required to provide documentation demonstrating that it made good faith efforts in attempting to do so.

- 24.8 Design Professional agrees to indemnify the Owner from the loss of any funds or other damages that may result from Design Professional's failure to achieve the DBE 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 Professional or good faith investigation by Owner. Failure of Design Professional to make a good faith effort to achieve DBE goals will be a material breach of this Contract. The determination of whether Design Professional's efforts were made in good faith will be made by the Owner. At 50% completion, a plan of action properly reflecting anticipated DBE achievement of the commitment is required to be submitted to the Owner.
- 24.9 In the event of the Design Professional's non-compliance with the Owner's DBE Policy and Program or failure to meet the prescribed DBE goal set forth in this Article, or to establish a good faith effort to do so, the Owner, after due process, will impose such Contract sanctions as the Owner may determine to be appropriate including but not limited to:
- 24.9.1 Withholding of payments to the Design Professional under this Contract until the Design Professional complies; and/or
- 24.9.2 Cancellation, termination or suspension of this Contract in whole or in part; and/or
- 24.9.3 Suspension or debarment of Design Professional from eligibility to contract with the Owner in the future or to receive bid packages or request for proposals (RFP)/request for qualification (RFQ) packages.

ARTICLE 25 – BUY AMERICAN ASSURANCE

- 25.1 In accordance with 49 U.S.C. Section 50101, the Design Professional will ensure that all steel and manufactured goods specified in the construction contract documents for this Project, including components and subcomponents, are (1) wholly produced in the United States, or (2) have a nationwide waiver excepting the Buy American requirements, or (3) meet the requirements necessary to obtain a waiver as outlined in 49 U.S.C. Section 50101.
- 25.2 In all cases requiring a waiver, the Design Professional will provide the Owner with a list of the items requiring a waiver and the appropriate justification needed to obtain the waiver.

ARTICLE 26 – 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 Company submitted a false Scrutinized Company Certification as provided in Florida Statute Section 287.135(5) or, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statute Section 215.473, or has been engaged in business operations in Syria.

ARTICLE 27 – E-VERIFY REQUIREMENT/UNAUTHORIZED ALIENS

27.1 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 Florida Department of Transportation (FDOT) funding will contain this assurance as a condition for any new Joint Participation Contracts dated after January 4, 2011. The Design Professional 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. The Design Professional will execute Attachment 3, E-Verify Certification, to certify and affirm that Design Professional will comply with the E-Verification requirements of Executive Order Number 11-116.

27.2 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 Professional knowingly employees unauthorized aliens, such violation will be cause of unilateral cancellation of this Contract.

27.3 By entering into this Contract, the Design Professional becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor uses the E-verify system and subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the Section 448.095 by the Design Professional, the Design Professional may not be awarded a public contract for a period of 1 year after the date of termination.

ARTICLE 28 – 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.

ARTICLE 29 - COMPLETE CONTRACT

This Contract represents the entire and fully integrated Contract between the Owner and the Design Professional and supersedes all prior negotiations, representations or contracts, either written or oral. This Contract may be amended only by written instrument signed by both the Owner and the Design Professional.

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 Professional this _____ day of _____, 20____.

ATTEST:

C & S Engineers, Inc.

By: _____

Title: _____

Print Name

Print Address

Signed, sealed, and delivered
in the presence of:

Witness

Print Name

Witness

Print Name

Notary for C & S Engineers, Inc.

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2022, by _____ as

(Name of person)

_____, for _____.

(type of authority)

(name of party on behalf of whom contract was executed)

Signature of Notary

Print, Type, or Stamp Commissioned Name of Notary

Personally Known OR Produced Identification

Type of Identification Produced

By the Owner this _____ day of _____, 20_____.

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

LEGAL FORM APPROVED:

By: _____
Michael T. Kamprath, Assistant General Counsel

Notary for Hillsborough County Aviation Authority

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of physical presence or online authorization, this ____ day of _____, 2022, by Gary Harrod, in the capacity of Chairman, and by Jane Castor in the capacity of Secretary, for Hillsborough County Aviation Authority, a public body corporate under the laws of the State of Florida, on its behalf.

Signature of Notary

Print, Type, or Stamp Commissioned Name of Notary

Personally Known OR Produced Identification
Type of Identification Produced

SENT VIA EMAIL ONLY

April 25, 2022

Rianner B. Woodard, CPPB, NIGP-CPP, rwoodard@TampaAirport.com
Senior Procurement Agent, Capital Program
Tampa International Airport
Hillsborough County Aviation Authority
P.O. Box 22287
Tampa, FL 33622

Re: Tampa International Airport
HCAA Project Number 6800 22, Replace Airfield Perimeter Fence
Design, Bid, and Construction Phase Services

C&S File: O41.MKT.PRO

Dear Ms. Woodard:

C&S Companies appreciates the opportunity to submit the following scope of work and fee proposal for the above referenced project. Enclosed for your review and approval are the following revised documents:

- Scope of Work, revision no. 03, dated April 25, 2022
 - This scope of work contains project description, project sketches, design schedule, and tasks to be completed.
- Fee Proposal, revision no. 04, dated April 19, 2022

If you have any questions or need additional information, please do not hesitate to contact me.

Very truly yours,

C&S ENGINEERS, INC.

Lori Steiner, P.E.
Managing Engineer

cc: Doug Saunders, PE, dsaunders@cscos.com

SCHEDULE A

SCOPE OF SERVICES, REVISION NO. 03

DATED APRIL 25, 2022

Project Title: Replace Airfield Perimeter Fence
Airport Name: Tampa International Airport (TPA)
Sponsor: Hillsborough County Aviation Authority (HCAA)
Services Provided: Design, Bid, and Construction Phase Services

Project Description:

The CONSULTANT shall provide required services to design the Replace Airfield Perimeter Fence project (the "Project"). The Project will be performed and constructed by HCAA with grant assistance from the Federal Aviation Administration (FAA) Airport Improvement Program (AIP).

This project is to replace the entire airfield perimeter fence and gates surrounding the airport (approximately 17 miles). A general sketch showing the project area is included as Attachment A. The project includes the following:

- Replacement of the existing fence with an 8' tall chain link fence with 1' of 3-strand barbed wire. Ornamental fencing may be used in lieu of chain link fence in select locations.
- Replacement of all existing gates with an 8' tall chain link gate.
- Installation of new fence in the East Development Area and along Fish Creek near the Runway 1L end that currently only has a perimeter intrusion detection system.
- Installation of wildlife deterrent fencing along the entire fence line as recommended by the HCAA Qualified Airport Wildlife Biologist.
- Installation of razor wire on top of the fencing in select locations.
- Installation of the fence on top of concrete barrier in select locations.
- Conversion of an existing manual gate to automatic in the Economy Parking area.
- Installation of a new automatic gate in the Airside A area.
- Establishment of a 10' clear zone on both sides of the fence.
- Replacement of the existing access control system at all automatic gates.
- Closed circuit TV systems will be installed for the new automatic gate locations.
- Assessment of all automatic gate locations for potential additional items to be replaced.
- Structured cabling including pathway planning and coordination; equipment room planning and coordination; and voice, data, and video cabling design to support the security scope of the project and replacement of end of life access control equipment.

Services to be provided by the CONSULTANT shall include civil, access control system, electrical, structural, land surveying, subsurface utility engineering and geotechnical engineering services, as applicable, required to accomplish the following items ("Basic Services"):

Assumptions used in preparation of this proposal are included on the last page.

PROJECT MANAGEMENT PHASE

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

1. Prepare a C&S Project Management Plan (PMP) that will be used in conjunction with the HCAA PMP for internal use that will allow for effective communication of the design team of scope, schedule, budget, quality, communications, collaboration technology, risk management, and

fieldwork requirements.

2. Schedule and conduct Project Kickoff meeting (in-person) with HCAA and FAA to review the scope of services and become familiar with the Project requirements and operational concerns during the Project's construction. The CONSULTANT will prepare an agenda and exhibits and/or a presentation in advance and prepare minutes following the meeting. Attendees to include the CONSULTANT Project Manager (PM), Lead Airfield Engineer, Civil Engineer, and Access Control System Designer.
3. Coordinate with the design team including an internal kickoff meeting and one-hour internal conference calls every other week with all task leaders depending on project phase (22 total meetings).
4. Conduct weekly design progress meetings with HCAA for the duration of design services (44 total meetings). The CONSULTANT PM will attend all weekly progress meetings in person. Other members of the design team will attend meetings as needed, and may attend virtually when approved by HCAA. The CONSULTANT will prepare an agenda and exhibits and/or a presentation in advance and prepare minutes following the meeting.
5. Communicate with HCAA PM outside of the weekly design progress meetings regularly. Assume one (1) hours weekly (44 weeks) of Project Manager (PM) communication by email, phone, video, and/or conference calls using live file sharing during design services.
6. Prepare a Quality Control Plan detailing the process to be followed for internal design team reviews prior to each submittal.
7. The construction budget for the Project is \$9.50 million. The CONSULTANT shall evaluate the feasibility of this budget, based upon the CONSULTANT's experience as a design professional, and keep the HCAA apprised during each phase of the Project of the results of such evaluation. The CONSULTANT shall advise HCAA as to options available for reducing construction costs to stay within the budget, if it appears likely that contractor bid prices will exceed this budget.
8. Perform project management duties such as project planning, invoice preparation, and coordination of design team.
9. CONSULTANT shall provide continued coordination so that project schedules are met for each phase of work included in this contract. Particular phases of design may be delayed by the FAA and HCAA review process. HCAA design review period for each deliverable is one (1) week.
10. The design schedule is shown in the Attachment B.

Deliverables for Project Management

- Meeting agendas and minutes
- Invoices
- Project Schedule updates when there are changes
- Quality Control Plan

GRANT ADMINISTRATION PHASE

The CONSULTANT shall aid HCAA in a supportive and advisory role for FAA grants during the Project. In addition, the CONSULTANT shall assist HCAA in the preparation of paperwork required to secure funds for the Project. The specific services to be provided or furnished for this Phase of the Project are the following:

1. Prepare information as requested for quarterly progress reports for submission to the FAA.

Deliverables for Grant Administration

- Project information for quarterly progress reports.

SCHEMATIC DESIGN PHASE (30%)

The Schematic Design Phase is intended to identify and evaluate alternatives to provide cost-effective and practical solutions for the work items identified. The CONSULTANT will evaluate alternatives through contacts with local authorities, field investigations, and a practical design approach. 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 the following:

1. Acquire and review record documents (such as plans, specifications, reports, and studies) to become familiar with data that is available for the Project.
2. Perform a preliminary Project site inspection to further familiarize the design team with Project areas. Site visit will be attended by Project Manager, Lead Airfield Engineer, Civil Engineer, and Access Control System Designer.
 - a. Prepare and submit a memorandum summarizing site inspection notes.
3. Prepare preliminary plans identifying required topographic and physical feature field surveys, subsurface soils investigations, subsurface utility engineering and other field investigative programs. Develop a schedule of completion of required surveys and investigations to minimize interference with airport and tenant operations. Coordinate schedule with HCAA and supervise programs at the Project site as necessary.
4. Acquire the necessary topographic survey of and utility data for, the Project site, including related office computations and drafting. The scope of services assumes that the survey will not be required to follow FAA AC 150/5300-16, 17 and 18. It is also assumed that only 10 miles of the fence line will require topographic survey and that survey will include locations at 50' intervals along the fence line and a width of 25' on each side of the fence for a total width of 50'. If it is determined by FAA to be necessary to follow AC 150/5300-16, 17 and 18 and/or additional survey is required beyond the assumptions, the cost of these services is not included in this Scope of Services and shall therefore be an Additional Service.
5. Acquire the necessary soils and existing pavement investigation data, including borings and pavement cores, as well as field and laboratory tests, to identify existing pavement conditions and subsurface soil characteristics. This project will have approximately 5 pavement cores and 20 borings at 10 feet. Samples collected from the borings will have the following tests run on them: soils liquid limit (AASHTO T 89), soil sieve analysis (FM 1-T011), moisture content (AASHTO T 265), organic content ignition (FM 1 T-267), and plastic limit and plasticity index (AASHTO T 90).
6. Perform Subsurface Utility Engineering (SUE) Quality Level B (Designating) in select areas of the project where utilities are anticipated, which will entail the horizontal location of existing underground utilities. It is assumed that 3.5 days at 10 hours a day will be required for this task.
7. Analyze data obtained from subsurface soils and existing pavement investigation program and determine properties of existing pavement and soil materials. Document results of program, existing conditions, and recommendations in the design report.
8. Develop a permit schedule for the items to be submitted and anticipated review times. Engage permitting agencies to begin coordination process, share preliminary documents, and permitting objectives. Anticipated permitting agencies for this project include the City of Tampa, Southwest Florida Water Management District (SWFWMD), and Florida Department of Environmental Protection (FDEP) State 404 Program.
9. Perform evaluation of existing gate equipment at all automatic gates.
10. Evaluate locations for heightened security needs with razor wire, concrete barriers, or additional

signage based on locations in coordination with HCAA.

11. Evaluate alignment of existing fence and make recommendations for locations to potentially shift the fence where appropriate. This will include coordination with HCAA provided boundary survey.
12. Evaluate the alignment of the new fence along Fish Creek near the Runway 1L end and provide recommendations.
13. Determine options for ornamental fencing and provide summary along with costs to HCAA to select type.
14. Develop preliminary layouts for the new automatic gate at Airside A and the converted gate in the Economy Parking area.
15. Develop details for fencing, including chain link and ornamental, and wildlife deterrent fencing.
16. Identify potential utility impacts and summarize in a preliminary utility disposition matrix.
17. Develop schematic designs, including preliminary fencing, gate, and access control system layouts.
18. Prepare schematic Contract Drawings (approximately 30% complete) (proposed sheet layout to be reviewed with HCAA) providing sufficient detail for review of design concepts by HCAA and FAA. It is anticipated that the final drawings will consist of the following sheets:

Approx. Number of Sheets	Name
1	Title Sheet
1	Sheet Index
1	General Notes
1	Legend
1	General Plan
10	Construction Safety Phasing Plans
2	Construction Safety Phasing Details
30	Existing Conditions Plans
30	Demolition Plans
30	Soil Erosion and Sediment Control Plans
1	Soil Erosion and Sediment Control Details
30	Fencing and Gate Plans
30	Fencing Blowup Plans
4	Fencing and Gate Details
10	Access Control System Plans
4	Access Control System Details
2	Gate Electrical Plans
2	Gate Electrical Details
190	Total

Note: Not all detail and plan sheets will be setup for schematic design

19. Develop an outline of technical specifications. It is anticipated the technical specifications will be FAA AC 150/5370-10, FDOT and CSI MasterSpecs or other sources as applicable. HCAA will prepare all front end documents.
20. Prepare quantity takeoff and preliminary opinion of probable construction costs for each major element of the Project. Design evolution contingency and cost escalation factors will be applied.
21. Prepare schematic level phasing plans.

22. Prepare written design report documenting items such as design concepts, assumptions, and alternative designs.
23. Develop a probable construction schedule based on the schematic design.
24. Perform an internal quality control review on all design documents through Bluebeam.
25. Update all design documents based on the quality control comments.
26. Submit pdf files of schematic design and the quality control documents to HCAA for review.
27. Schedule and conduct a schematic design review meeting with HCAA to review the schematic design and potential for Modifications to FAA Standards. In-person attendance shall include Project Manager, Lead Airfield Engineer, Civil Engineer, and Access Control System Designer.
28. The CONSULTANT will provide written responses, utilizing a tracking spreadsheet, to all comments indicating whether the comment is to be incorporated or explaining the reasons why it will not be incorporated.

Deliverables for Schematic Design

- Preliminary site investigation memorandum
- Geotechnical Investigation Report
- Permit schedule
- Preliminary Design Report
- Preliminary Utility Disposition Matrix
- 30% Design Plans
- Outline of Specifications
- Opinion of Probable Project Cost
- Preliminary Construction Schedule
- Quality Control Documents
- All meeting minutes

DESIGN DEVELOPMENT (60%)

The services to be performed during this Phase consist generally of services required to furnish HCAA with a set of 60% Design Development Plans, Specifications, and Engineer's Report.

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

1. Conduct site inspections to verify topographic survey and other Project-related existing physical features and facilities. Visit includes Project Manager, Lead Airfield Engineer, Civil Engineer, Access Control System Designer, and one additional design team member.
2. Acquire additional topographic survey of and utility data for, the Project site, including related office computations and drafting.
3. Perform Subsurface Utility Engineering (SUE) Quality Level A (Locating – Test Hole) in select areas of potential utility conflicts with the proposed fence location. The project includes up to 36 utility verification test holes and assumes 4.5 days at 10 hours a day for this task.
4. Environmental services to include:
 - a. Perform a preliminary environmental review, including the collection and review of available documents such as published wetland maps, soil conservation survey maps, aerial imagery, and previous master plan and environmental archaeological studies, to identify potential impacts the Project may have on the environment.
 - b. Complete appropriate NEPA forms and prepare and submit letters to governmental

agencies requesting their review and determination regarding what, if any, impact the Project is expected to have on sensitive environmental areas. It is assumed this project will qualify for Categorical Exclusion (CatEx) under NEPA. If FAA determines that an Environmental Assessment is necessary, the cost of these services is not included in this Scope of Services and shall therefore be an Additional Service.

5. The CONSULTANT will evaluate the project for sustainable strategies to incorporate into the project including reuse of existing materials to be demolished and requiring the Contractor to recycle materials as appropriate. All strategies will be evaluated based on their benefits/impacts and feasibility to provide informed recommendations for HCAA selection. Strategies and best practices will be incorporated into a recommendation memo. After agreement by HCAA, strategies will be incorporated into the project plans and specifications.
6. Finalize fencing horizontal geometrical layouts and place sufficient information on drawings to layout proposed fencing in field during construction.
7. Finalize horizontal geometrical layout for new automatic gate and associated driveway at Airside A and the converted gate in the Economy Parking area.
8. Develop preliminary three-dimensional design in order to develop grading details for the new automatic gate and associated driveway at Airside A and any impacts to Fish Creek.
9. Develop pavement design and pavement sections for the driveway for the new automatic gate at Airside A.
10. Investigate existing electrical system capacities and perform preliminary design of electrical power distribution and control systems for the new automatic gates.
11. Develop preliminary designs of structural project elements, such as fencing and gate foundations.
12. Update phasing plans.
13. Develop a draft soil erosion control plan and storm water pollution prevention plan that encompasses all phases of the project.
14. Update utility impacts identified in the utility disposition matrix.
15. Develop preliminary design and details for utility relocations, including coordination with utility owner's as needed.
16. Update access control system layouts and details.
17. Provide assistance for advance material procurement.
18. Update preliminary Contract Drawings (approximately 60% complete) providing sufficient detail for review of design concepts by HCAA and FAA.
19. Develop general specifications using HCAA standard documents and FAA standards from FAA AC 150/5370-10.
20. Develop technical specifications expected to be required for the proposed work. FAA standard technical specifications from FAA AC 150/5370-10, FDOT and CSI MasterSpecs with supplemental specifications developed by the CONSULTANT.
21. Update and validate quantity takeoffs and opinion of probable construction cost to reflect the outcomes of design development. Design evolution contingency and cost escalation factors will be applied.
22. Update written design report documenting items such as design concepts, assumptions, and alternative designs.

23. Develop a probable construction schedule based on the design development.
24. Perform an internal quality control review on all design documents through Bluebeam.
25. Update all design documents based on the quality control comments.
26. Submit pdf files of design development documents and the quality control documents to HCAA and FAA for their review and comment.
27. Schedule and conduct a design development review meeting to discuss and resolve HCAA comments. In-person attendance shall include Project Manager, Lead Airfield Engineer, Civil Engineer, and Access Control System Designer.
28. The CONSULTANT will provide written responses, utilizing a tracking spreadsheet, to all comments indicating whether the comment is to be incorporated or explaining the reasons why it will not be incorporated.

Deliverables for Design Development

- NEPA CatEx Form
- Sustainability Charrette materials and notes
- Sustainability Recommendation Memo
- Updated Design Report
- Updated Utility Disposition Matrix
- Roll Plots (single view) pdf files of various design elements
- 60% Plans and Details
- 60% Specifications
- Updated Opinion of Probable Project Cost
- Updated Construction Schedule
- Quality Control Documents
- All meeting minutes

CONSTRUCTION DOCUMENTS PHASE (90%)

The services included under this Phase shall generally consist of services required to furnish HCAA with a complete set of 90% Contract Documents for the Project, including Plans, Specifications, Engineer's Design Report, and opinion of probable construction costs. Services to be performed or furnished during this Phase may include revising the design development submittal information to comply with HCAA and FAA comments and then completion of the 90% design. Plans and Specifications will be completed and 90% design will be coordinated with HCAA and FAA.

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

1. Finalize three-dimensional design in order to grading details for the new automatic gate and associated driveway at Airside A and any impacts to Fish Creek.
2. Finalize fence and gate layouts and details.
3. Finalize access control system layouts and details.
4. Finalize electrical design and details for the new automatic gates.
5. Finalize utility disposition matrix.
6. Finalize design and details for utility relocations.
7. Finalize design of structural project elements.
8. Finalize pavement design and pavement sections for the driveway for the new automatic gate at Airside A.

9. Prepare 90% Contract Drawings.
10. Prepare a "roll plan" that supplement the Contract Drawings and show all existing and proposed project elements without match lines.
11. Update General Specifications
12. Update written Technical Specifications for all construction materials and installations.
13. Develop a draft construction safety phasing plan (CSPP) and include in Specifications and on the Contract Drawings that endeavors to limit interference by the Project's construction with airport and tenant operations. The scope of services assumes that FAA will perform Safety Risk Management (SRM) review based on the draft CSPP, and that a Safety Risk Management Panel (SRMP) and safety risk mitigation will not be necessary. If SRMP is determined by FAA to be necessary, the cost of these services is not included in this Scope of Services and shall therefore be an Additional Service.
14. Update and validate quantity takeoffs and opinion of probable construction cost to reflect the outcomes of 90% design. Design evolution contingency and cost escalation factors will be applied.
15. Update design report to be consistent with the 90% design.
16. Develop a probable construction schedule based on the 90% design and CSPP.
17. Finalize City of Tampa, SWFWMD, and FDEP State 404 permit documentation and submit required documents include pre-application forms. The scope of services does not include any associated permit fees except for the City of Tampa plan review fees. It is assumed this fee will be \$500 or less. Signed and sealed plans will be provided for the permit set.
18. Provide assistance for advance material procurement.
19. Prepare soil erosion control plan and stormwater pollution control plan and submit required documents to comply with soil erosion stormwater permit requirements for construction projects. The scope of services does not include any associated permit fees.
20. Submit both the construction safety phasing plan and 7460 form electronically to the FAA.
21. Perform 90% internal quality control review on all design documents through Bluebeam.
22. Update all design documents based on the quality control comments.
23. Submit pdf files of 90% documents and the quality control documents to HCAA and FAA for their review and comment.
24. Schedule and conduct a 90% review meeting to discuss and resolve HCAA comments. In-person attendance shall include Project Manager, Lead Airfield Engineer, Civil Engineer, and Access Control System Designer.
25. The Consultant will provide written responses, utilizing a tracking spreadsheet, to all comments indicating whether the comment is to be incorporated or explaining the reasons why it will not be incorporated.

Deliverables for Construction Documents (90%)

- Updated Design Report
- Updated Utility Disposition Matrix
- Roll Plots (single view) pdf files of various design elements
- 90% Plans and Details
- 90% Specifications
- Signed and sealed permit documents.

- CSPP
- Updated Opinion of Probable Project Cost
- Updated Construction Schedule
- Quality Control Documents
- All meeting minutes

FINAL DESIGN PHASE (100%, and Final)

The services included under this Phase shall generally consist of fine-tuning the 90% Contract Documents for the final development of the construction documents bid package for the Project. A complete set of bid documents will be furnished to HCAA. A final opinion of probable construction cost and the final Design Report will also be prepared and submitted. A final Construction Safety and Phasing Plan will be included as part of the Contract Documents.

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

1. Finalize General Specifications.
2. Finalize written Technical Specifications for all construction materials and installations.
3. Finalize CSPP and include in Specifications and on the Contract Drawings.
4. Perform a detailed quantity takeoff of all bid items to be included on the Contract Drawings and in the General Specifications of the Contract Documents. Update 90% opinion of probable construction costs based upon the actual bid items and quantity takeoffs.
5. Develop a probable construction schedule based on the 100% design and CSPP.
6. Finalize design report to be consistent with the 100% design.
7. Finalize all plans and details necessary for the project.
8. Perform an internal quality control review on all design documents through Bluebeam.
9. Update all design documents based on the quality control comments.
10. Submit pdf files of 100% documents and the quality control documents to HCAA for their review and comment.
11. Schedule and conduct a design development review meeting to discuss and resolve HCAA comments. In-person attendance shall include Project Manager, Lead Airfield Engineer, Civil Engineer, and Access Control System Designer.
12. The Consultant will provide written responses, utilizing a tracking spreadsheet, to all comments indicating whether the comment is to be incorporated or explaining the reasons why it will not be incorporated.
13. Update and finalize the Contract Documents based on comments received on the 100%, including the Plans, Specifications, and design report.
14. Submit pdf files of the final documents for HCAA to use for bidding purposes.

Deliverables for Final Design (100% and Final)

- 100% and Final Design Report
- 100% and Final Utility Disposition Matrix
- 100% and Final Plans and Details signed and sealed by the EORs.
- 100% and Final Specifications signed and sealed by the EORs.
- 100% Opinion of Probable Project Cost
- 100% Final Construction Schedule

- Quality Control Documents
- All meeting minutes

BID PHASE

The Bid Phase is that time frame between completion of the design process and beginning of actual construction when HCAA publicly advertises and receives bids, awards contracts to the lowest responsible bidder, and executes a construction contract to perform the work with the successful contractor(s). The CONSULTANT shall assist HCAA during this Phase as required.

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

1. Receive and respond as required to questions from potential bidders regarding the Contract Documents.
2. Attend pre-bid meeting facilitated by HCAA. The CONSULTANT will prepare presentation slides regarding the scope of the project and construction phasing and will present the information and answer questions as appropriate. Attendees to include the CONSULTANT Project Manager (PM).
3. Prepare addenda to the bid documents after advertisement and prior to bidding as required upon HCAA's approval.
4. Upon receipt of bids, perform bid reviews.
 - a. The bid review shall include items such as a check of the contractor's bid extensions and review contractor's list of personnel, list of equipment, and financial statement.
5. Prepare final bid tabulation and recommendation/rejection of award to HCAA.
6. Upon award of contract, prepare conformed copies of contract documents (plans and specs only) including incorporating addenda. HCAA will coordinate contractor's execution of contract; review contractor's bonds, insurance certificates, and DBE plan and coordinate execution of the contract.
7. Prepare final design digital terrain model files to provide to successful bidder.
8. Prepare Issued for Construction (IFC) Plans and Contract Documents incorporating all addenda.

Deliverables for Bid Phase

- Responses to questions from potential bidders
- Presentation slides for pre-bid meeting
- Addenda
- Bid Tabulation
- Recommendation to award
- Issued for Construction Plans and Contract Documents

CONSTRUCTION SERVICES

The services included under this Phase shall consist of observation of the construction to become generally familiar with the progress and quality of the Contractor's work to determine if the work is proceeding in general conformity with the contract documents. The work will include construction administration and quality assurance material testing during construction. It is assumed that construction will last approximately 15 months from NTP to substantial completion as shown in the schedule included as Attachment B.

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

1. Coordinate and HCAA with issuance of Notice to Proceed to contractor for construction.

2. Participate in pre-construction conference facilitated by HCAA. Attendees to include the Consultant Project Manager (PM), Lead Airfield Engineer, Civil Engineer, and Access Control System Designer.
3. Schedule and conduct weekly construction progress meetings with HCAA and the Contractor (60 total meetings). The CONSULTANT will prepare an agenda in advance and prepare minutes following the meetings. The Consultant PM will attend all weekly progress meetings. Other members of the design team will attend meetings as needed and the number of meeting are assumed to be the following:
 - a. Lead Airfield Engineer (18 total meetings)
 - b. Civil Engineer (18 total meetings)
 - c. Access Control System Designer (40 total meetings)
 - d. Other Personnel (18 total meetings)
4. Review Contractor submittals, shop drawings, test data, etc. for conformance with the contract documents. CONSULTANT will prepare a submittal log and responsibility matrix that defines primary and secondary responsibility for review of submittals by the design team and HCAA departments.
5. Prepare supplemental instructions and clarifications necessary to execute the work properly within the intended scope.
6. Provide responses to Contractor questions and Requests for Information (RFI's).
7. Review change orders and assist HCAA in resolving Contractor claims and disputes.
8. Visit site one (1) time per week during construction activities. It is assumed that this site visit will generally align with the weekly construction progress meetings and the personnel listed above will visit the site for two (2) hours per visit.
9. Review and certify Contractor pay applications.
10. Assist HCAA Airport Security with documentation required for Change of Conditions and updating the Airport Security Plan for submittal to TSA for approval.
11. Conduct Quality Assurance material testing of concrete materials for the fence and gate foundations and subgrade, base, asphalt for the driveway modifications for the new gate at Airside A as required by the plans and specifications for the Project. Final reports presenting the test results and findings will be prepared. Electronic copies of the final reports will be submitted to HCAA and no hardcopies will be provided. This work is assumed to include the following tests:
 - Testing of subgrade/soils to include modified proctor, grain size analysis, liquid and plastic limits, and organic content.
 - Testing of concrete to include compression tests of concrete cylinders. Assumptions include 2 sets of cylinders will be required for each day of concrete placement and concrete will be placed on 140 days during construction.
 - Testing of limerock base to include LBR, gradation, and percent carbonates.
 - Testing of asphalt to include asphalt extraction and asphalt gradation.
 - Develop and maintain testing log documenting required number of test and all test results.
12. Review operations and maintenance (O&M) manuals submitted by the Contractor. Manuals will be reviewed for completeness before turning over to HCAA.
13. Conduct substantial completion and final inspections of the completed Project with HCAA personnel, the FAA, and the Contractor. Develop and distribute a punch-list for the substantial completion and final inspection.
14. Furnish HCAA with a set of the record drawings in PDF format for the completed project taken from

the annotated record drawings prepared by the Resident Project Representative (RPR) based upon Contractor-provided information.

15. Assist HCAA with the documentation required for FAA construction closeout.

Deliverables for Construction Services

- Submittal Log
- Responses to RFI's
- Review submittals
- Supplemental Instructions
- Testing logs/reports
- Inspection punch lists
- Record drawings
- FAA closeout documentation

DESIGN ASSUMPTIONS

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

1. All deliverables will be electronic and no hardcopies will be provided.
2. HCAA will supply any deeds, maps, recorded and unrecorded information and an up-to-date abstract of title that will assist in the progress of this project.
3. As-built drawings and/or CAD files are available and will be provided prior to field visit.
4. Adjacent ongoing project(s) drawings and/or CAD files will be provided by HCAA.
5. HCAA will either provide access to the FAA AGIS website or upload information themselves as required for the project.
6. Approximately twenty (20) days are included to accomplish the Subsurface Utility Engineering (SUE) elements of work included in this Scope of Services. If additional time is required, the cost of these services is not included in this Scope of Services and shall therefore be an Additional Service.
7. Approximately one hundred and twenty (120) days of a single survey crew are included to accomplish the topographic survey work included in this Scope of Services. If additional time is required, the cost of these services is not included in this Scope of Services and shall therefore be an Additional Service.
8. No Modifications of Standards will be required on this project. If any are determined to be necessary, the cost to provide the data and forms to process Modifications of Standards with FAA is not included in this Scope of Services and shall therefore be an Additional Service.
9. Access to the majority of the site for field investigations can be performed during day hours and will be coordinated by HCAA. There may be select areas adjacent to the airfield that need to be completed during night hours during scheduled airfield closures. HCAA will coordinate the necessary escort for the CONSULTANT and subcontractors to access the restricted areas located within "movement" areas of the airport if required.
10. The scope of services assumes that FAA will perform Safety Risk Management (SRM) review based on the draft CSPP, and that a Safety Risk Management Panel (SRMP) and safety risk mitigation will not be necessary. If SRMP is determined by FAA to be necessary, the cost of these services is not included in this Scope of Services and shall therefore be an Additional Service.
11. Preparation of FAA applications and reimbursement requests will be performed by others.
12. Cost evaluations will be based on bid prices from recent projects at the airport and other similar airports.

13. Preparation of one (1) bid package without any bid alternates for public bidding.
14. HCAA will advertise the Project and issue bid documents.
15. Government agency fees for processing and permits are to be provided by HCAA except the City of Tampa plan review fees.
16. Prevailing wage rules apply to field work.
17. Borings are backfilled with cuttings.
18. Investigation derived waste (IDW), if any, spread onsite.
19. The proposed project will not change the operational nature of the airport. Therefore, neither a noise analysis nor a traffic study will be required for this Project.
20. The proposed project would be considered "presumed to conform" and will not require an air quality analysis.
21. This scope of service does not include a fee for a Section 106 review. Archeological/cultural resource surveys will not be required for this Project. If consultation with SHPO results in a request for archeological investigations, the cost of these services is not included in this Scope of Services and shall therefore be an Additional Service.
22. A Phase I/II Environmental Site Assessment, Environmental Due Diligence Audit (EDDA), soil sampling, and/or hazardous materials assessments will not be required.
23. Wetlands delineation, permitting, and final mitigation plans are not included in this scope. If it is determined that wetlands delineation, permitting, and final mitigation plans are necessary, the cost of these services is not included in this Scope of Services and shall therefore be an Additional Service.
24. A consistency determination with the State of Florida's Coastal Zone Management Plan would not be required.
25. No public meetings, hearings, or presentations will be required.
26. It is assumed that a presence/absence survey for Threatened and Endangered (T&E) species will not be required. If it is determined that further federal or state T&E species surveys or a biological assessment are required, the cost of these services is not included in this Scope of Services and shall therefore be an Additional Service.
27. Preparation of a Full Environmental Assessment (EA) or a Federal-level Environmental Impact Statement (EIS) will not be necessary for the Project. If a Full EA is determined to be necessary, the cost of these services is not included in this Scope of Services and shall therefore be an Additional Service.
28. HCAA will invite stakeholders to the weekly progress meetings as required by the agendas provided by the CONSULTANT in advance of the meeting. No separate stakeholder coordination meetings will be required.
29. No substantial earth grading is included in this proposal. It assumed that only minor grading will be required in areas being cleared and at the location of the new automatic gate near Airside A.
30. HCAA will submit the 7460 form to the FAA with information provided by the Consultant.
31. There will be no changes in the alignment of the existing gates.
32. The project will reuse all existing gate equipment, including the pedestals for the card readers and bollards, unless the evaluation done during schematic design determines that a piece of

equipment needs to be replaced and HCAA agrees to replace the equipment as part of this project.

DESIGN EXCLUSIONS

The scope and fee for the project described above excludes the following items, which can be provided for an additional fee, if requested:

1. Boundary survey.
2. Right-of-way or other deed research.
3. The placement of boundary monumentation.
4. Instigations and/or soil sampling for contaminants, hazardous material testing, and remediation design.
5. Underground utility inspections using a video camera.
6. Arborist surveys.
7. Drainage studies, including hydrology or hydraulics unless otherwise identified above in scope of work.
8. Stormwater Quality Management Plan (SWQMP)
9. Landscaping and irrigation design.
10. Hydrant fueling system design.
11. Lighting and photometric design.
12. Fire hydrant testing.
13. Off-site (off-airport) engineering unless otherwise specified in this scope of services.
14. AGIS obstruction survey.
15. Obstruction removal for penetrations to FAA TERPS surfaces.
16. Public improvement plan.
17. Certification fees or administrative efforts necessary to pursue an award through any sustainable rating system such as Envision.
18. Uploading the As-built data on the AGIS website.
19. Updating FAA publications.
20. Post construction design, including site-specific control measures, site design measures, and treatment measures (Low Impact Development techniques).
21. Contractor's Qualified Service Providers (QSP) services or amendments to the SWPPP based on changes in disturbed soil areas or changes in construction phasing and logistics plan.
22. Fire water hydraulic design & analysis.
23. Construction management and Resident Project Representative (RPR) staffing.
24. Materials testing outside of what is specifically identified in this scope of work.

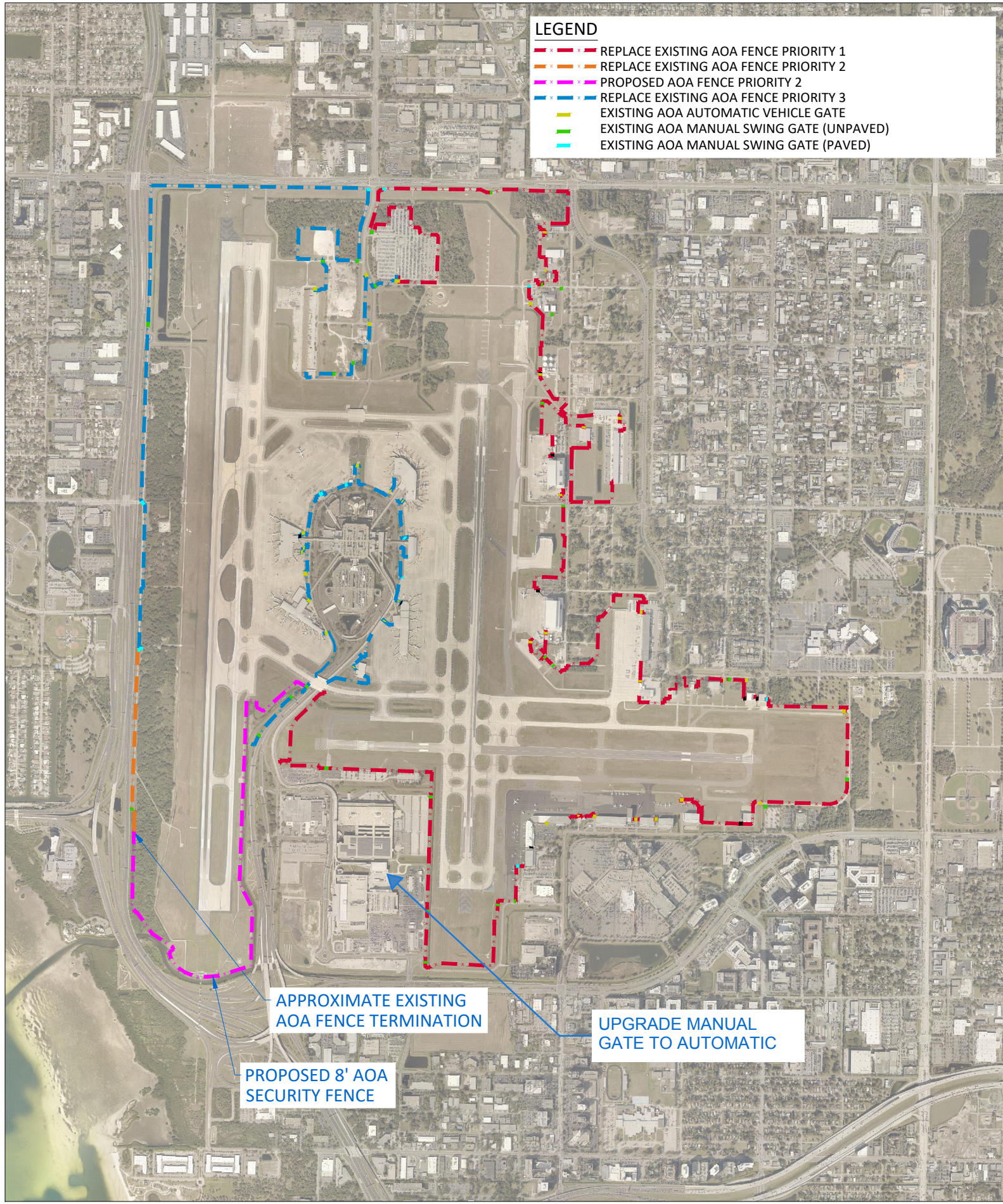
END OF SCHEDULE A

ATTACHMENT A

GENERAL SKETCH

LEGEND

- REPLACE EXISTING AOA FENCE PRIORITY 1
- REPLACE EXISTING AOA FENCE PRIORITY 2
- PROPOSED AOA FENCE PRIORITY 2
- REPLACE EXISTING AOA FENCE PRIORITY 3
- EXISTING AOA AUTOMATIC VEHICLE GATE
- EXISTING AOA MANUAL SWING GATE (UNPAVED)
- EXISTING AOA MANUAL SWING GATE (PAVED)



APPROXIMATE EXISTING AOA FENCE TERMINATION

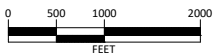
UPGRADE MANUAL GATE TO AUTOMATIC

PROPOSED 8' AOA SECURITY FENCE

#6800 22 PERIMETER SECURITY FENCE REPLACEMENT

EXHIBIT A
MARCH 11, 2021

NORTH



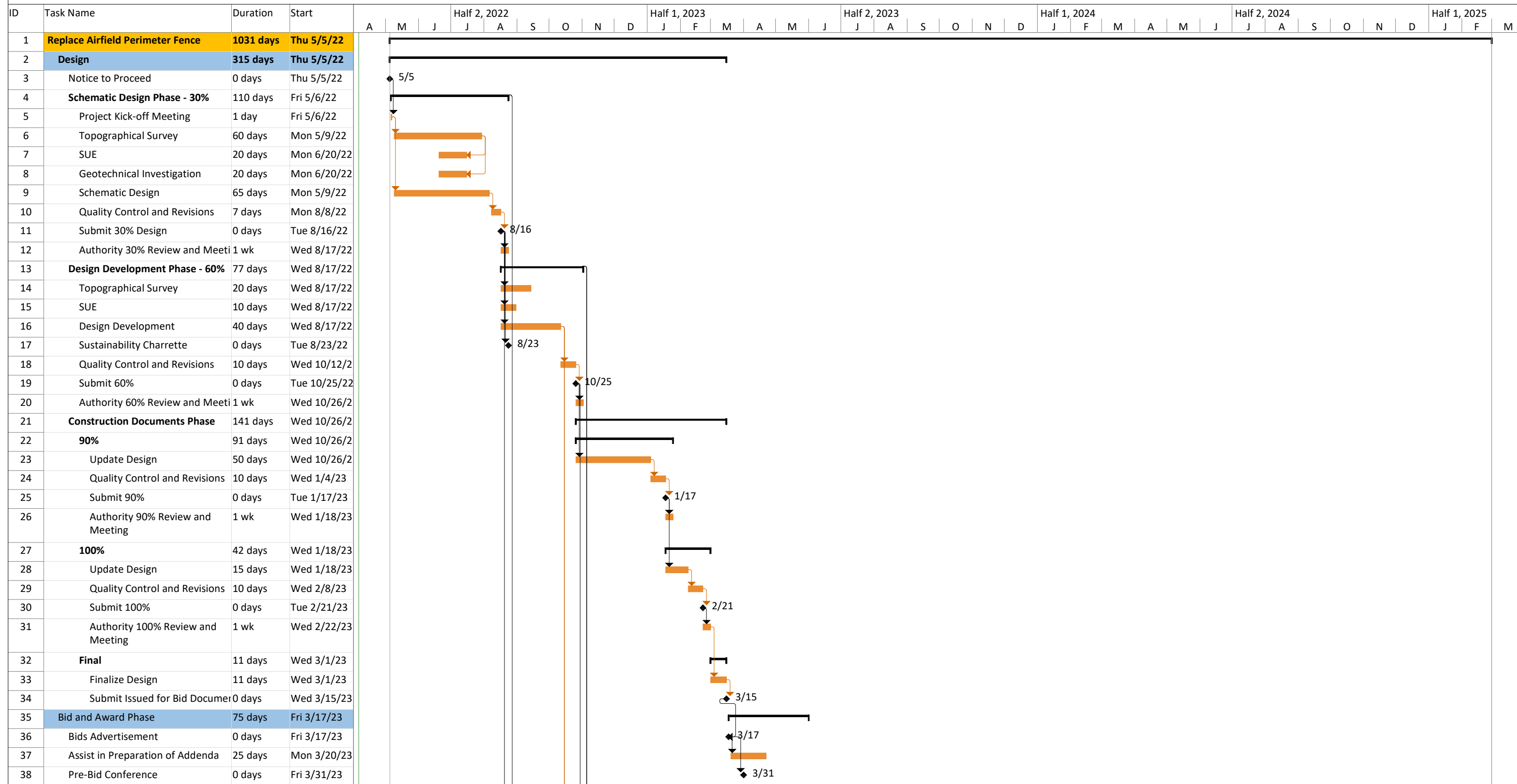
ATTACHMENT B
PROJECT SCHEDULE



**REPLACE AIRFIELD PERIMETER FENCE
AT
TAMPA INTERNATIONAL AIRPORT
TAMPA, FL
PROJECT NO. 6800 22**



PRELIMINARY SCHEDULE



Date: Wed 4/6/22

Task		Summary		External Milestone		Inactive Summary		Manual Summary Rollup		Finish-only		Critical Split		
Split		Project Summary		Inactive Task		Manual Task		Manual Summary		Deadline		Progress		
Milestone		External Tasks		Inactive Milestone		Duration-only		Start-only		Critical		Manual Progress		

100% Design Fee

Project Fee Proposal - C&S Engineers, Inc. Team																	
Replace Airfield Perimeter Fence																	
HCAA Project Number 6800 22																	
4/19/2022																	
Scope/Task		Principal	PM	Director	Chief Cost Sp	Sr Proj Sp	Analyst II	Analyst I	Admin	0%	0%	0%	0%	0%	0%	0%	Total
		Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	
Basic Design Services																	
Task - 100% Design - Connico																	
	100% Opinion of Probable Construction Cost	1	1	2	8		8	2	1								23
	100% Construction Schedule		1				8	8									17
																	0
																	0
	Subtotal Hours	1.00	2.00	2.00	8.00	8.00	16.00	2.00	1.00	-	-	-	-	-	-	-	40
	Rate	\$ 76.92	\$ 57.69	\$ 85.61	\$ 76.92	\$ 52.88	\$ 36.06	\$ 33.65	\$ 40.87	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Subtotal Direct Labor	\$ 76.92	\$ 115.38	\$ 171.22	\$ 615.36	\$ 423.04	\$ 576.96	\$ 67.30	\$ 40.87	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,087.05
	Subtotal Burdened Labor @		2.94														\$ 6,135.93

ATTACHMENT 2 - CONTRACT CLAUSES AIRPORT IMPROVEMENT PROGRAM

GENERAL REQUIREMENT FOR CONTRACTS.

Subject to the applicability criteria noted in the specific contract provisions, these contract provisions apply to all work performed on the Contract.

- A. Failure to comply with the terms of these contract provisions may be sufficient grounds to:
1. Withhold progress payments or final payment,
 2. Terminate the contract,
 3. Seek suspension/debarment, or
 4. Any other action determined to be appropriate by the sponsor or the FAA.

1.0 ACCESS TO RECORDS AND REPORTS - 2 CFR § 200.326, 2 CFR § 200.333

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

2.0 AFFIRMATIVE ACTION REQUIREMENT - 41 CFR part 60-4, Executive Order 11246

- A. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
- B. The goals and timetables for minority and female participation, expressed in percentage terms for the Design Professional's aggregate workforce in each trade on all construction work in the covered area, are as follows:
1. Timetables
 2. Goals for minority participation for each trade (Vol. 45 Federal Register pg. 65984 10/3/80)
 3. Goals for female participation in each trade (6.9%)

These goals are applicable to all of the Design Professional's construction work (whether or not it is Federal or federally-assisted) performed in the covered area. If the Design Professional performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Design Professional is also subject to the goals for both federally funded and non-federally funded construction regardless of the percentage of federal participation in funding.

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

- C. The Design Professional shall provide written notification to the Director, Office of Federal Contract Compliance Programs (OFCCP), within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the Contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subconsultant; employer identification number of the subconsultant; estimated dollar amount of the subcontract; estimated starting and completion dates of subcontract; and the geographical area in which the subcontract is to be performed.
- D. As used in this notice and in the Contract resulting from this solicitation, the "covered area" is Hillsborough County, Florida.

3.0 BREACH OF CONTRACT TERMS - 2 CFR § 200 Appendix II(A)

Any violation or breach of terms of this Contract on the part of the Design Professional or its subconsultants may result in the suspension or termination of this Contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

4.0 BUY AMERICAN PREFERENCE - 49 USC § 50101

The Design Professional agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an

Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must submit the appropriate Buy America certification (Section 00419 – Buy American Certification) with all bids or offers on AIP funded projects. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

Type of Certification is based on Type of Project:

There are two types of Buy American certifications.

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

5.0 CIVIL RIGHTS – GENERAL - 49 USC § 47123

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

This provision binds the contractors from the bid solicitation period through the completion of the Contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon.

In these cases the provision obligates the party or any transferee for the longer of the following periods:

- A. The period during which the property is used by the airport Owner or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- B. The period during which the airport Owner or any transferee retains ownership or possession of the property.

6.0 CIVIL RIGHTS – TITLE VI ASSURANCES

- A. Compliance with Nondiscrimination Requirements

During the performance of this Contract, the Design Professional, for itself, its assignees, and successors in interest (hereinafter referred to as the “Design Professional”) agrees as follows:

1. Compliance with Regulations: The Design Professional (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Statutes and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Contract.
2. Non-discrimination: The Design Professional, with regard to the work performed by it during the Contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The Design Professional 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.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Design Professional for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subconsultant or supplier will be notified by the Design Professional of the Design Professional’s obligations under this Contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. Information and Reports: The Design Professional will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Owner or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Design Professional will so certify to the Owner or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of a contractor’s noncompliance with the Nondiscrimination provisions of this Contract, the Owner will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Design Professional under the Contract until the Design Professional complies; and/or

- b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: The Design Professional will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Design Professional will take action with respect to any subcontract or procurement as the Owner or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Design Professional becomes involved in, or is threatened with litigation by a subconsultant, or supplier because of such direction, the Design Professional may request the Owner to enter into any litigation to protect the interests of the Owner. In addition, the Design Professional may request the United States to enter into the litigation to protect the interests of the United States.

B. Title VI List of Pertinent Nondiscrimination Authorities

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

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

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;
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);
10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
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 Professional must take reasonable steps to ensure that LEP persons have meaningful access to Design Professional’s programs (70 Fed. Reg. at 74087 to 74100); and
12. Title IX of the Education Amendments of 1972, as amended, which prohibits Design Professional from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

7.0 CLEAN AIR AND WATER. POLLUTION CONTROL - 49 CFR § 18.36(i)(12)) Note, when the DOT adopts 2 CFR 200, this reference will change to 2 CFR § 200 Appendix II(G)

Design Professionals and subconsultants agree:

- A. That any facility to be used in the performance of the Contract or subcontract or to benefit from the Contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
- B. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts,

respectively, and all other regulations and guidelines issued thereunder;

- C. That, as a condition for the award of this Contract, the Design Professional or subconsultant will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the Contract is under consideration to be listed on the EPA List of Violating Facilities; and
- D. To include or cause to be included in any construction contract or subcontract which exceeds \$100,000 the aforementioned criteria and requirements.

8.0 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

A. Overtime Requirements.

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

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

In the event of any violation of the clause set forth in paragraph A. above, any Design Professional and any subconsultant responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subconsultant shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph A. above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph A. above.

C. Withholding for Unpaid Wages and Liquidated Damages.

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

D. Subconsultants.

The Design Professional or subconsultant shall insert in any subcontracts the clauses set forth in paragraphs A. through D. and also a clause requiring the subconsultant to include these clauses in any lower tier subcontracts. The Design Professional shall be responsible for compliance by any subconsultant or lower tier subconsultant with the clauses set forth in paragraphs A. through D. of this section.

9.0 COPELAND "ANTI-KICKBACK" ACT - 2CFR § 200 Appendix II(D), 29 CFR parts 3 & 5

The United States Department of Labor Wage and Hours Division oversees the Copeland "Anti-Kickback" Act requirements. All contracts and subcontracts must meet comply with the Occupational Safety and Health Act of 1970.

United States Department of Labor Wage and Hours Division can provide information regarding any specific clauses or assurances pertaining to the Copeland "Anti-Kickback" Act requirements required to be inserted in solicitations, contracts or subcontracts.

10.0 DAVIS-BACON REQUIREMENTS - 2 CFR § 200 Appendix II (D)

A. Minimum Wages

1. All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Design Professional and such laborers and mechanics.
 - a. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each

classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Design Professional and its subconsultants at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

2. The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
 - a. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - b. The classification is utilized in the area by the construction industry; and
 - c. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

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

In the event the Design Professional, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

The wage rate (including fringe benefits where appropriate) determined pursuant

to subparagraphs 2 or 3 of this paragraph, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

3. Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Design Professional shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
4. If the Design Professional does not make payments to a trustee or other third person, the Design Professional may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the Design Professional, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Design Professional to set aside in a separate account assets for the meeting of obligations under the plan or program.

B. Withholding.

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

C. Payrolls and basic records.

1. Payrolls and basic records relating thereto shall be maintained by the Design Professional during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid.

Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Design Professional shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

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

under the Contract and shall certify the following:

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

D. Apprentices and Trainees.

1. Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the

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

2. Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe

benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Design Professional will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

E. Compliance with Copeland Act Requirements.

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

F. Subcontracts.

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

G. Contract Termination: Debarment.

A breach of the Contract clauses in paragraph A through J of this section may be grounds for termination of the Contract, and for debarment as a Design Professional and a subconsultant as provided in 29 CFR 5.12.

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

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

I. Disputes Concerning Labor Standards.

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

J. Certification of Eligibility.

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

11.0 DEBARMENT AND SUSPENSION (NON-PROCUREMENT) - 2 CFR part 180 (Subpart C), 2 CFR part 1200, DOT Order 4200.5 DOT Suspension & Debarment Procedures & Ineligibility

A. CERTIFICATE REGARDING DEBARMENT AND SUSPENSION (BIDDER OR OFFEROR)

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

B. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION (SUCCESSFUL BIDDER REGARDING LOWER TIER PARTICIPANTS)

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>

2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to tell a higher tier that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedy, including suspension and debarment.

12.0 DISADVANTAGED BUSINESS ENTERPRISE - 49 CFR part 26

- A. Contract Assurance (§ 26.13) - The Design Professional or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Design Professional shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Design Professional to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as the recipient deems appropriate.
- B. Prompt Payment (§26.29) - The Design Professional agrees to pay each subconsultant under this prime Contract for satisfactory performance of its Contract no later than ten (10) days from the receipt of each payment the Design Professional receives from Owner. The Design Professional agrees further to return retainage payments to each subconsultant within ten (10) days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Owner. This clause applies to both DBE and non-DBE subconsultants.

13.0 ENERGY CONSERVATION REQUIREMENTS - 2 CFR § 200 Appendix II(H)

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

14.0 EQUAL OPPORTUNITY CLAUSE AND SPECIFICATIONS - 41 CFR § 60-1.4, Executive Order 11246

During the performance of this Contract, the Design Professional agrees as follows:

- A. The Design Professional will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Design Professional will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment,

upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Design Professional agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- B. The Design Professional will, in all solicitations or advertisements for employees placed by or on behalf of the Design Professional, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- C. The Design Professional will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Design Professional's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Design Professional will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Design Professional will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- F. In the event of the Design Professional's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Design Professional may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The Design Professional will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (G) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractant or vendor. The Design Professional will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Design Professional becomes involved in, or is threatened with, litigation with a subcontractant or vendor as a result of

such direction by the administering agency the Design Professional may request the United States to enter into such litigation to protect the interests of the United States.

15.0 STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

A. As used in these specifications:

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

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

C. If the Design Professional is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which

have unions participating in the Plan. Design Professionals shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Design Professional or subconsultant participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Design Professionals or subconsultants toward a goal in an approved Plan does not excuse any covered contractor's or subconsultant's failure to take good faith efforts to achieve the Plan goals and timetables.

- D. The Design Professional shall implement the specific affirmative action standards provided in paragraphs G.1 through G.16 of these specifications below. The goals set forth in the solicitation from which this Contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Design Professional should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Design Professional is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
- E. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Design Professional has a collective bargaining agreement to refer either minorities or women shall excuse the Design Professional's obligations under these specifications, Executive Order 11246 or the regulations promulgated pursuant thereto.
- F. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the Design Professional during the training period and the Design Professional shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.
- G. The Design Professional shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Design Professional's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Design Professional shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:
 - 1. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Design Professional's employees are assigned to work. The Design Professional, where possible, will assign two or more women to each construction project. The Design Professional shall specifically

ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Design Professional's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

2. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Design Professional or its unions have employment opportunities available, and maintain a record of the organizations' responses.
3. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Design Professional by the union or, if referred, not employed by the Design Professional, this shall be documented in the file with the reason therefore along with whatever additional actions the Design Professional may have taken.
4. Provide immediate written notification to the Director when the union or unions with which the Design Professional has a collective bargaining agreement has not referred to the Design Professional a minority person or female sent by the Design Professional, or when the Design Professional has other information that the union referral process has impeded the Design Professional's efforts to meet its obligations.
5. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Design Professional's employment needs, especially those programs funded or approved by the Department of Labor. The Design Professional shall provide notice of these programs to the sources compiled under G.1 above.
6. Disseminate the Design Professional's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Design Professional in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
7. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility

for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

8. Disseminate the Design Professional's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Design Professional's EEO policy with other Design Professionals and subconsultants with whom the Design Professional does or anticipates doing business.
9. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the Design Professional's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Design Professional shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
10. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a Design Professional's workforce.
11. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
12. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
13. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Design Professional's obligations under these specifications are being carried out.
14. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
15. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of

solicitations to minority and female contractor associations and other business associations.

16. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Design Professional's EEO policies and affirmative action obligations.
- H. Design Professionals are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (G.1 through G.16). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the Design Professional is a member and participant, may be asserted as fulfilling any one or more of its obligations under G.1 through G.16 of these specifications provided that the Design Professional actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Design Professional's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Design Professional. The obligation to comply, however, is the Design Professional's and failure of such a group to fulfill an obligation shall not be a defense for the Design Professional's noncompliance.
- I. A single goal for minorities and a separate single goal for women have been established. The Design Professional, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the Design Professional has achieved its goals for women generally,) the Design Professional may be in violation of the Executive Order if a specific minority group of women is underutilized.
- J. The Design Professional shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- K. The Design Professional shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
- L. The Design Professional shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Design Professional who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

- M. The Design Professional, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 18.7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Design Professional fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
- N. The Design Professional shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
- O. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

16.0 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE) - 29 USC § 201, et seq.

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text: Federal Fair Labor Standards Act (29 USC 201), U.S. Department of Labor –Wage and Hour Division

The Design Professional has full responsibility to monitor compliance to the referenced statute or regulation. The Design Professional must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

17.0 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES - 49 CFR part 20, App. A

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

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

Federal contract, grant, loan, or cooperative agreement.

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

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

18.0 NONSEGREGATED FACILITIES REQUIREMENT - 41 CFR § 60-1.8

A. Notice to Prospective Federally Assisted Construction Contractors

1. A Certification of Non-segregated Facilities shall be submitted prior to the award of a federally assisted construction contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause.
2. Contractors receiving federally-assisted construction contract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of the following notice to prospective subconsultants for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity Clause.
3. The penalty for making false statements in offers is prescribed in 18 U.S.C. § 1001.

B. Notice to Prospective Subconsultants of Requirements for Certification of Non-Segregated Facilities

1. A Certification of Non-segregated Facilities shall be submitted prior to the award of a subcontract exceeding \$10,000, which is not exempt from the provisions of the Equal Opportunity Clause.
2. Contractors receiving subcontract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of this notice to prospective subconsultants for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity Clause.

3. The penalty for making false statements in offers is prescribed in 18 U.S.C. § 1001.

C. CERTIFICATION OF NONSEGREGATED FACILITIES

The federally-assisted construction Design Professional certifies that she or he does not maintain or provide, for his employees, any segregated facilities at any of his establishments and that she or he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally-assisted construction Design Professional certifies that she or he will not maintain or provide, for his employees, segregated facilities at any of his establishments and that she or he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The federally-assisted construction Design Professional agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this Contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directives or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The federally-assisted construction Design Professional agrees that (except where she or he has obtained identical certifications from proposed subconsultants for specific time periods) she or he will obtain identical certifications from proposed subconsultants prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that she or he will retain such certifications in his files.

19.0 OCCUPATIONAL SAFETY 19. AND HEALTH ACT OF 1970 - 20 CFR part 1910

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text: Occupational Safety and Health Act of 1970 (20 CFR Part 1910), U.S. Department of Labor – Occupational Safety and Health Administration. The Design Professional has full responsibility to monitor compliance to the referenced statute or regulation. The Design Professional must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

20.0 RIGHT TO INVENTIONS - 2 CFR § 200 Appendix II(F)

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

21.0 TERMINATION OF CONTRACT - 2 CFR § 200 Appendix II(B)

- A. The Owner may, by written notice, terminate this Contract in whole or in part at any time, either for the Owner's convenience or because of failure to fulfill the Contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this Contract, whether completed or in progress, delivered to the Owner.
- B. If the termination is for the convenience of the Owner, an equitable adjustment in the Contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.
- C. If the termination is due to failure to fulfill the Design Professional's obligations, the Owner may take over the work and prosecute the same to completion by contract or otherwise. In such case, the Design Professional is liable to the Owner for any additional cost occasioned to the Owner thereby.
- D. If, after notice of termination for failure to fulfill Contract obligations, it is determined that the Design Professional had not so failed, the termination will be deemed to have been effected for the convenience of the Owner. In such event, adjustment in the Contract price will be made as provided in paragraph 2 of this clause.
- E. The rights and remedies of the Owner provided in this clause are in addition to any other rights and remedies provided by law or under this Contract.

22.0 TRADE RESTRICTION - 49 CFR part 30

- A. The Design Professional or subconsultant, by submission of an offer and/or execution of a contract, certifies that it:
 - 1. Is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
 - 2. Has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list; and
 - 3. Has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.
- B. Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a Design Professional or subconsultant who is unable to certify to the above. If the Design Professional knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the

Owner cancellation of the Contract at no cost to the Government.

- C. Further, the Design Professional agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The Design Professional may rely on the certification of a prospective subconsultant unless it has knowledge that the certification is erroneous.
- D. The Design Professional shall provide immediate written notice to the Owner if the Design Professional learns that its certification or that of a subconsultant was erroneous when submitted or has become erroneous by reason of changed circumstances. The subconsultant agrees to provide written notice to the Design Professional if at any time it learns that its certification was erroneous by reason of changed circumstances.
- E. This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the Design Professional or subconsultant knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Owner cancellation of the Contract or subcontract for default at no cost to the Government.
- F. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- G. This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

23.0 TEXTING WHEN DRIVING - Executive Order 13513, and DOT Order 3902.10

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

The Design Professional must promote policies and initiatives for employees and other work personnel that decrease crashes by distracted drivers, including policies to ban text messaging while driving. The Design Professional must include these policies in each third party subcontract involved on this project.

24.0 VETERAN'S PREFERENCE - 49 USC § 47112(c)

In the employment of labor (except in executive, administrative, and supervisory positions),

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

25.0 TRAFFICKING IN PERSONS

A. Prohibitions: The prohibitions against trafficking in persons (Prohibitions) that apply to any entity other than State, local government, Indian tribe, or foreign public entity. This includes private Sponsors, public Sponsor employees, subrecipients of private or public Sponsors (private entity) are:

1. Engaging in severe forms of trafficking in persons during the period of time that the agreement is in effect;
2. Procuring a commercial sex act during the period of time that the agreement is in effect; or
3. Using forced labor in the performance of the agreement, including subcontracts or subagreements under the agreement.

B. In addition to all other remedies for noncompliance that are available to the FAA, Section 106(g) of the Trafficking Victims Protections Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), allows the FAA to unilaterally terminate this agreement, without penalty, if a private entity:

1. Is determined to have violated the Prohibitions through conduct that is either:
 - a. Associated with performance under this agreement; or
 - b. Imputed to the Sponsor or subrecipient using 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 49 CFR Part 29.

26.0 CONSISTENCY WITH LOCAL PLANS

A. Design Professional agrees that the Projects are reasonably consistent with plans (existing at the time of the design) of public agencies that are authorized by governing authorities to plan for the development of the area surrounding the airport.

27.0 CONSIDERATION OF LOCAL INTEREST

A. Design Professional agrees that it will give fair consideration to the interest of communities in or near where the project(s) may be located.

28.0 CONSULTATION WITH USERS

- A. In making a decision to undertake any airport development project under Title 49, United States Code, Design Professional agrees that it will facilitate reasonable consultations with affected parties using the airport at which the project(s) are proposed.

29.0 PUBLIC HEARINGS

- A. In projects involving the location of an airport, an airport runway, or a major runway extension, Design Professional agrees it will facilitate the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary of the Department of Transportation, submit a copy of the transcript of such hearings to the Secretary of the Department of Transportation .

30.0 METROPOLITAN PLANNING ORGANIZATION

- A. In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the Design Professional has facilitated the availability of and the provision upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

31.0 PAVEMENT PREVENTATIVE MAINTENANCE

- A. With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, Design Professional agrees that it will cooperate with the maintenance of the airport pavement maintenance-management program and it assures that it will provide such cooperation to the Authority for use during the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will cooperate with providing such reports on pavement condition and pavement management programs as the Secretary of the Department of Transportation determines may be useful.

32.0 TERMINAL DEVELOPMENT PREREQUISITES

- A. For projects which include terminal development at a public use airport, as defined in Title 49, Design Professional will specify all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and Airport Sponsor Assurances 3/2014 and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft in its design.

33.0 ACCOUNTING SYSTEM, AUDIT, AND RECORD KEEPING REQUIREMENTS

- A. In addition to all other Accounting System, Audit and Record Keeping Requirements contained elsewhere in the Contract, Design Professional shall keep all project accounts and records which fully disclose the total cost of the project and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- B. In addition to all other Accounting System, Audit and Record Keeping Requirements contained elsewhere in the Contract, Design Professional shall make available to the Authority, Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this project. The Secretary may require that an appropriate audit be conducted. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this contract, a certified copy of such audit may be required to be filed with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

34.0 CONSTRUCTION INSPECTION AND APPROVAL

- A. Design Professional will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary of the Department of Transportation for the project. Such works shall be subject to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary of the Department of Transportation. Design Professional agrees to facilitate such cost and progress reporting of such project as the Secretary shall deem necessary.

35.0 PLANNING PROJECTS

In carrying out planning projects, Design Professional:

- A. Will execute the project in accordance with the approved program narrative contained in any project application or with the modifications similarly approved.
- B. Will furnish the Secretary of the Department of Transportation with such periodic reports as required pertaining to the planning project and planning work activities.
- C. Will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

- D. Will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- E. Will give the Secretary of the Department of Transportation unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- F. Will grant the Secretary of the Department of Transportation the right to disapprove the employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

36.0 OPERATION AND MAINTENANCE

- A. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. Design professional will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably design for the maintenance of the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary of the Department of Transportation. In furtherance, the Design Professional will perform its services so as to assist the Authority to:
 - a. Promptly mark and light hazards resulting from airport conditions, including temporary conditions; and
 - b. Promptly notify airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- B. Design Professional will assist the Authority to suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

37.0 HAZARD REMOVAL AND MITIGATION

- A. Design Professional will assist the Authority in taking appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected through its design activities by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

END OF SECTION



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

E-Verify Certification

Replace Airfield Perimeter Fence

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.

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]

INSURANCE REQUIREMENTS

Design Professional 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 Professional agrees to remain responsible and obligated to make the Owner whole as if the Design Professional 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 Professional becomes in default of any requirement, the Owner reserves the right to take whatever actions deemed necessary to protect its interests. The Design Professional 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 Professional shall also ensure that the Florida Department of Transportation is added as an additional insured on the Commercial General Liability policy of the Design Professional. 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 Professional 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 Professional 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	\$1,000,000.00
Disease – Policy Limit	\$1,000,000.00
Disease – Each Employee	\$1,000,000.00

It is the responsibility of the Design Professional 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 Professional will maintain and ensure that all contractors, subcontractors, suppliers, consultants, and subconsultants at each tier have Commercial General Liability insurance providing

INSURANCE REQUIREMENTS

continuous coverage for all liability resulting out of, or in connection with, any ongoing operations performed by, including the use or occupancy of Owner premises, or on behalf of the Design Professional 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 Professional 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. 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. The Design Professional shall not allow its coverage to drop below or become encumbered below the following minimum limits of insurance:

	<u>Contract Specific</u>
General Aggregate	\$10,000,000.00
Each Occurrence	\$10,000,000.00
Personal and Advertising Injury	\$10,000,000.00
Products and Completed Operations	\$10,000,000.00

Design Professional 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	N/A
Each Occurrence	N/A

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

Business Auto Liability

The Design Professional 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 Professional 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	\$10,000,000.00
---	-----------------

INSURANCE REQUIREMENTS

Professional Liability

The Design Professional agrees to provide its full policy limits for its professional liability exposures, without restriction or reduction. Such insurance will be maintained by the Design Professional without interruption or amendment throughout the life of this Contract and for a period of 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 Professional, 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 Professional shall not allow its limits to drop below or become encumbered below the following minimum limits of insurance:

Each Occurrence	\$5,000,000.00
Annual Aggregate	\$1,000,000.00

Builders Risk Coverage

N/A

Environmental Impairment (Pollution) Liability

N/A

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 Professional 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 Professional 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.

INSURANCE REQUIREMENTS

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 Professionals 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:

With respect to each of the required coverages, the Design Professional will, at the Design Professional'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 Professional 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:

If the general or aggregate limit for any policy is exhausted, the company, and to the extent required by Florida Department of Transportation Public Transportation Grant Agreement, all of the Design Professional's contractors, subcontractors, consultants, and sub-consultants at each tier, will immediately take all possible steps to have it reinstated. The commercial general liability policies and any excess or umbrella policies used to provide the required amount of insurance shall include a per project designated aggregate limit endorsement providing that the limits of such insurance specified in the contract shall apply solely to the work under the contract without erosion of such limits by other claims or occurrences.

INSURANCE REQUIREMENTS

1. Cancellation Notice

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, 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 Professional 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

INSURANCE REQUIREMENTS

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 Professional, contractors, subcontractors, suppliers, consultants or subconsultants at any tier, at the written request of the Design Professional, 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 Professional, 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 Professional and, to the extent required by Florida Department of Transportation Public Transportation Grant Agreement, the Design Professional'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

As preliminary evidence of compliance with the insurance required by the contract, the Design Professional 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. Upon request of the Authority, Design Professional will furnish the Owner with any specific 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 (if required by Contract)";
- 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. Indicate that the insurers for all required policies shown on the Certificate have waived their subrogation rights against the Hillsborough County Aviation

INSURANCE REQUIREMENTS

- Authority, members of the Authority's governing body and the Authority's officers, volunteers, agents, and its employees;
- 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 Professional; 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 Professional 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 Professional may redact those portions of the insurance policies that are not relevant to the coverage required by the contract. The Design Professional 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 Professional agrees to provide all documentation necessary for the Owner to review the deductible, self-insurance or alternative risk or insurance program.
2. The Design Professional 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, volunteer, agent, 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 Professional should not be permitted, the Owner may, upon 60 days' written notice to the company, require the Design Professional to replace or modify the deductible, self-insurance, or alternative risk or insurance program in a manner satisfactory to the Owner.

INSURANCE REQUIREMENTS

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 Professional'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 Professional.

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 Professional 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:

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 Professional will be promptly handled, addressed and resolved by the Design Professional.

The Design Professional 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

INSURANCE REQUIREMENTS

concerning the policy or program in connection with claims arising out of work performed pursuant to the Contract. The Design Professional 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 Professional, 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 Professional. The Design Professional 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 Professional to the extent covered and paid for by any insurance maintained by the Design Professional's contractors, subcontractors, suppliers, consultants and subconsultants at each tier. The Design Professional 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."

M. Design Professional's Failure to Comply with Insurance Requirements:

1. Owner's Right to Procure Replacement Insurance

If, after the inception of this Contract, the Design Professional 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 Professional, insurance which provides, in whole or in part, the required insurance coverage.

2. Replacement Coverage at Sole Expense of Design Professional

The entire cost of any insurance procured by the Owner pursuant to this Attachment will be paid by the Design Professional. At the option of the Owner, the Design Professional 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.

INSURANCE REQUIREMENTS

a. Design Professional to Remain Fully Liable

The Design Professional 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 Professional agrees to remain responsible and obligated to make the Owner whole as if the Design Professional 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 Professional 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.

TRUTH-IN-NEGOTIATION CERTIFICATE AND AFFIDAVIT

STATE OF _____ §
COUNTY OF _____ §

Before me, the undersigned authority, personally appeared affiant _____,
who being first duly sworn, deposes and says: Name (typed or printed)

1. That the undersigned firm is furnishing this Truth in Negotiation Certificate pursuant to Section 287.055(5)(a) of the Florida Statutes for the undersigned firm to receive a Contract for Replace Airfield Perimeter Fence Design Professional Services with the Hillsborough County Aviation Authority.

2. That the undersigned firm is a Corporation which engages in furnishing professional engineering services and is entering into a Contract for Replace Airfield Perimeter Fence Design Professional Services with the Hillsborough County Aviation Authority to provide professional engineering services for the project known as HCAA Project No. 6800 22.

3. That the undersigned firm has furnished the Hillsborough County Aviation Authority a detailed analysis of the cost of the professional engineering services required for the project under the subject Contract for Replace Airfield Perimeter Fence Design Professional Services.

4. That the wage rate information and other factual unit costs furnished by the undersigned firm are accurate, complete and current at the time the undersigned firm and the Hillsborough County Aviation Authority entered into the Contract for Replace Airfield Perimeter Fence Design Professional Services.

5.

FURTHER AFFIANT SAYETH NAUGHT

Name of Firm

By: President

The foregoing instrument was acknowledged before me by _____ who has produced _____ as identification or is personally known to me.

WITNESS my hand and official seal in the State and County last aforesaid this ____ day of _____, 2022.

(SEAL)

Signature

Notary Name (typed or printed)

Title or Rank