

CONTRACT FOR
PROGRAM MANAGEMENT CONSULTING SERVICES

BETWEEN

HILLSBOROUGH COUNTY AVIATION AUTHORITY

AND

JACOBS PROJECT MANAGEMENT CO.

DATED September 8, 2022

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CONTRACT FOR PROGRAM MANAGEMENT CONSULTING SERVICES

This Contract for Program Management Consulting Services is made and entered into this 8th day of September, 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 Jacobs Project Management Co., a Delaware Corporation, authorized to do business in the State of Florida, hereinafter referred to as the "Consultant". The Owner and the Consultant hereby agree as follows:

ARTICLE 1 - PROJECT

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

Provide consultant services in accordance with Section 287.055, Florida Statutes, in connection with the Projects at Tampa International, Peter O. Knight, Tampa Executive and Plant City Airports.

ARTICLE 2 - CONTRACT ADMINISTRATION

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

ARTICLE 3 - SERVICES BY THE CONSULTANT

3.1 The services that the Consultant will provide to the Owner under this Contract will be as follows, and in general accordance with the Owner's Request for Qualifications dated February 2, 2022, entitled "Request for Qualifications for Program Management Consultant at Tampa International, Peter O. Knight, Tampa Executive and Plant City Airports, Tampa, Florida", the Consultant's Response to the Owner's Request for Qualifications dated March 23, 2022, entitled "Request for Qualifications for Program Management Consultant at Tampa International, Peter O. Knight, Tampa Executive and Plant City Airports, Tampa, Florida, Project Number: 15323", which are both incorporated herein by reference, and the Consultant's Fee and Scope Proposal August 17, 2022, entitled "Jacobs Fee Proposal for Program Management Consultant" 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 Consultant's associated Fee and Scope Proposal
- 3.1.3 The Owner's Request for Qualifications
- 3.1.4 Consultant's Response to Request for Qualifications

3.2 Consultant designates Joe Mastrucci, whose business address is 5401 West Kennedy Boulevard, Suite 300, Tampa, Florida 33609, to serve as the project executive. The project executive will be authorized and responsible to act on behalf of the Consultant with respect to directing, coordinating and administering all aspects of the services to be provided and performed under this Contract. Consultant designates James McLean, whose title is Vice President & Regional Manager, whose business address is 1999 North Bryan Street #1200, Dallas, Texas 75201, to have full authority to bind and obligate the Consultant on all matters arising out of or relating to this Contract. The Consultant agrees that the project executive will devote whatever time is required to satisfactorily manage the services to be provided and performed by the Consultant hereunder. Any replacement of the project executive 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 Consultant agrees, within seven days of receipt of a written request from the Owner, to promptly remove and replace the project executive, or any other personnel employed or retained by the Consultant, or any subconsultants or subcontractors or any personnel of any such subconsultants or subcontractors engaged by the Consultant 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 Consultant. 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, Consultant 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 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 Consultant will perform professional services provided for in each work order executed between the parties. Such professional services will be performed in accordance with the standard of care for a professional performing the same or similar services in the same or similar practice setting as required here and terms of this Contract. The Consultant will be solely responsible for the technical completeness and accuracy of all work performed under this Contract.

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

3.9 The Consultant is required to hire qualified consultants for the work order tasks.

3.10 The Consultant 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 Consultant, the Consultant 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 Notwithstanding the foregoing, it is not anticipated that the Consultant will provide design services in relation to this Contract.

3.11 The Consultant 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 Consultant to comply with all applicable provisions of the FDOT Public Transportation Grant Agreement. The Consultant 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 Consultant 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 Consultant 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 Consultant 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.

3.13 The Consultant shall, if so requested, assist the Owner in the development of a construction safety program, and shall assist the Owner to review the safety program developed by each of the Contractors. The Consultant's responsibilities for the safety programs shall not extend to direct or indirect control over or charge of the acts or omissions of the Contractors, agents or employees of each, or any other persons performing portions of the work and not directly employed by the Consultant. Consultant's duties with regard to safety program review shall be limited to a review of the Contractor's safety programs. The Contractors shall remain responsible for day-to-day safety programs, procedures and practices. The Consultant shall perform all work in accordance with OSHA rules and regulations. The foregoing notwithstanding, Consultant shall have no liability or responsibility for the safety of the Program or for the Owner's construction safety program.

3.14 The Consultant shall not have control over, charge of, or responsibility for the Design-Builders' or Contractors' means, methods, techniques, sequences or procedures. The Consultant's design reviews or review of submittals shall not constitute approval of safety precautions or of construction means, methods, or techniques. All services performed by others, including any architects, engineers, or construction contractors, and their subcontractors, shall be warranted only by such others and not by the Consultant. Consultant shall not be liable for delays caused in whole by other contractors (or their subcontractors) of Owner involved with the projects on which Consultant is providing services, including design-builders, construction contractors, architects, engineers, designers, material and equipment suppliers, tenants, or caused by governmental entities including the Federal Aviation Administration, or the Transportation Security Administration.

ARTICLE 4 – OWNER'S RESPONSIBILITIES

4.1 The Owner shall be responsible for and shall retain Architect/Engineer(s) to design and to prepare construction documents, to administer the design services during construction for the various projects related to the work orders and be responsible to retain the Contractors for construction.

4.2 The Owner, through its independent contractors, shall be responsible for the identification and abatement of asbestos, lead and other hazardous materials unless provided for explicitly in a work order.

4.3 Upon request, the Owner shall provide appropriate information pertaining to non-Program projects that is necessary for proper coordination with projects in the Program.

4.4 Press releases or other specialized publicity documents, including the Consultant's advertising and news bulletins, which are related to this Contract and are intended by the Consultant for the press, broadcasting, or television, will be drawn up in consultation with the Owner. Except as otherwise required by law or regulation, the Consultant will not release or distribute any materials or information relating to this Contract or containing the name of the Owner or any of its employees without prior written approval by an authorized representative of the Owner. Consultant shall incorporate the terms of this provision into all of its contracts, subcontracts and other agreements of any tier and require all contractors, consultants, subcontractors and subconsultants to similarly incorporate the terms of this provision in their agreements.

4.5 The Owner shall make all determination and approvals expeditiously and in a timely manner as to avoid any delay in the performance of Consultant obligations under this Contract.

ARTICLE 5 - TIME

5.1 Services to be rendered by the Consultant 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.

5.2 Should the Consultant 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 Consultant until such time as the Consultant resumes performance of its obligations in such a manner so as to satisfy the Owner.

ARTICLE 6 - PAYMENTS TO THE CONSULTANT

6.1 The amount for the performance of basic services and direct and reimbursable expenses required under this Contract, will be in a not-to-exceed amount of Forty Eight Million Two Hundred Fifty Thousand Nine Hundred Ninety Seven and No One-Hundredth Dollars (\$48,250,997.00), which includes all fees for subconsultants.

6.2 Reserved.

6.3 Reserved.

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

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

- 6.4.2 Employee's raw labor rates or agreed upon labor rates;
- 6.4.3 Negotiated profits; and
- 6.4.4 Agreed upon hourly billing rates.

The Consultant, 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 Consultant for the lesser of actual, agreed upon or billed hourly billing rates of the Consultant 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.

- 6.4.5 Invoiced amounts for multiple projects or multiple locations must be identified per project and/or location.
- 6.4.6 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.
- 6.4.7 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.
- 6.4.8 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.
- 6.4.9 Timesheets are required as supporting backup for all basic services invoice amounts. Hours billed must be clearly identified.
- 6.4.10 Overtime on any basic services must be pre-approved by the Owner.
- 6.4.11 Basic services must be organized using standard separators to identify the basic services being billed.
- 6.4.12 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.

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

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

6.5 Payments for Reimbursable Expenses. The Consultant 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 Consultant's direct and reimbursable expenses include only:

6.5.1 Reserved.

6.5.2 Reserved.

6.5.3 Reserved.

6.5.4 The cost of outside special consultants to advise and assist Consultant throughout the Project.

6.5.5 Reserved.

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

6.5.7 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.

6.5.8 Materials for study models, film and processing expenses.

6.5.9 Reserved.

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

- 6.5.11 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.
- 6.5.12 Receipts/Invoices that are submitted with a consultant 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.
- 6.5.13 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.
- 6.5.14 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.
- 6.5.15 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.
- 6.5.16 No purchases of alcohol will be reimbursed by the Owner.
- 6.5.17 Meals for Owner or local consultant staff members will not be reimbursed.
- 6.5.18 No front loading on Progress Payments is allowed. Progress Payments are limited to the actual invoiced amounts.
- 6.5.19 Pre-approval from the Owner is necessary for office or petty cash expenditures.
- 6.5.20 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 consultant service invoice.
- 6.5.21 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.
- 6.5.22 All permit requirements, acceptable deliverables and badges are required to be submitted seven days before submission of a final consultant service invoice.

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

6.6 Lump Sum Work Orders: Payments for Lump Sum Work Orders shall be invoiced on a percent complete basis, with monthly progress payments between milestones or as agreed to by the Owner. Consultant will provide backup documentation, if needed, if requested by the Owner.

6.7 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 Consultant will submit with each invoice one original of a detailed accounting of the value of work performed to date by certified Woman and Minority Owned Business Enterprises (W/MBE). This accounting will include the names and addresses of W/MBEs that have participated, a description of the work each named W/MBE has performed, and the value of work performed by each named W/MBE. The Consultant will also submit with each invoice a Rate & Hour Verification Sheet and a Reimbursement Tracking Form, both in Microsoft Excel format.

6.8 Whenever compensation is paid to the Consultant 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.

6.9 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.

6.10 The Consultant 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 Consultant receives from the Owner. The Consultant 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 W/MBE and non- W/MBE subconsultant.

6.11 With the exception of the month of September, all applications for payment will be submitted to the Owner by the twenty-fifth of each month. In the event that the twenty-fifth of the month falls on a Saturday or Sunday, 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.

6.12 The Consultant is required to provide all information and supporting documentation

required to enable the Owner to receive any applicable state or federal grants.

ARTICLE 7 - OWNER'S RIGHT TO PERFORM AUDITS, INSPECTIONS, OR ATTESTATION ENGAGEMENTS

7.1 Engagement(s) as used in this Contract include, but are not limited to, audits, inspections, or attestation engagements. In connection with payments to the Consultant under this Contract, it is agreed the Consultant will maintain adequate records in accordance with generally accepted accounting practices. The Owner, FDOT, FAA, 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 Consultant's records for the purpose of determining payment eligibility under the Contract or over selected operations performed by Consultant under this Contract for the purpose of determining compliance with the Contract. Access will be to all of the Consultant's records, including books, documents, papers, and records of Consultant 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, Consultant 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. Consultant 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 Consultant may be charged liquidated damages of \$100.00, for each item in a records request, per calendar day, for each time Consultant 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.

7.2 In the event the Consultant maintains its accounting or Project information in electronic format, upon request by the Owner's auditors, the Consultant will provide a download of its accounting or Project information in an electronic format allowing readership in Microsoft Office software.

7.3 The Owner has the right during the Engagement to interview the Consultant'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.

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

7.5 The Consultant shall require all of its subcontractors and subconsultants to provide the Owner the same rights to perform Engagements as allowed in this Contract. The Consultant 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.

7.6 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.

7.7 The Consultant 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 8 - OWNERSHIP OF DOCUMENTS

8.1 Consultant 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 Consultant or the consultant(s) employed or retained by the Consultant 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. Consultant will take all actions necessary to secure for Owner all such right, title and interest. Consultant warrants that all materials comprising the Project Documents are original with Consultant 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. Consultant 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. Consultant will assign to Owner any and all rights, including any copyrights, in the Project Documents that Consultant or the consultant(s) employed or retained by the Consultant on this Project may possess now or in the future, and Consultant and its consultant(s) will claim no rights adverse to Owner in the Project Documents. Consultant 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 Consultant hereby grants its consent to reuse of the Project Documents by Owner for any and all such purposes. The Consultant will incorporate the terms of this Paragraph in all contracts with consultants employed or retained by the Consultant to perform services covered by this Contract.

8.2 Submission or distribution of the Consultant'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 3.10.

8.3 CHAPTER 119, FLA. STATUTES REQUIREMENTS

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'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.**

Consultant 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 this Contract and following completion of this Contract.
- d. Upon completion of this Contract, keep and maintain public records required by the Owner to perform the services. Consultant 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 9 - INDEMNITY

9.1 To the maximum extent permitted by Florida law, in addition to the Consultant's obligation to provide pay for and maintain insurance as set forth elsewhere in this Contract, the Consultant 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 Consultant or the Consultant's officers, employees, agents, volunteers, subcontractors, invitees, or any other person 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.

9.2 In addition to the duty to indemnify and hold harmless, the Consultant 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 Consultant or the Consultant's officers, employees, agents, volunteers, subcontractors, invitees, or any other person directly or indirectly employed or utilized by the Consultant 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 Consultant 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.

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

9.4 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.

9.5 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 Consultant 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 Consultant and persons employed or utilized by the Consultant 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.

9.6 The Consultant'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.

9.7 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.

9.8 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 Consultant of any of its obligations under this Article.

9.9 If the above Article 9.1-9.8 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 10 - INSURANCE REQUIREMENTS

10.1 The provisions of Attachment 3 - INSURANCE REQUIREMENTS are incorporated by reference into this Contract.

10.2 The Consultant will comply with the insurance requirements and coverage limits detailed in Attachment 3 - INSURANCE REQUIREMENTS. Such insurance will protect the Owner and Consultant from claims which may arise out of or result from operations under this Contract by the Consultant, by a subcontractor of the Consultant, by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable.

10.3 Nothing contained herein prohibits the Consultant or subcontractor from purchasing any additional insurance coverage that the Consultant or subcontractor believes is necessary for protection against any liability arising out of this Contract. However, in the event that the Consultant or subcontractor elects to purchase additional insurance, the cost of any additional insurance procured by the Consultant or subcontractor must be disclosed to the Owner.

ARTICLE 11 - WAIVER OF CLAIMS

The Consultant's acceptance of final payment for any individual work order will constitute a full waiver of any and all claims by Consultant 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 Consultant as unsettled at the time of the final payment. Neither the acceptance of Consultant's services nor payment by the Owner will be deemed to be a waiver of the Owner's rights against Consultant.

ARTICLE 12 - CLAIMS AND DISPUTES

12.1 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 Consultant 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.

12.2 Claims by Consultant 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 Consultant 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 Consultant 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.

12.3 Unless otherwise agreed in writing and notwithstanding any other rights or obligations of either of the parties under this Contract, the Consultant 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.

12.4 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 Consultant's claim, the Owner will pay for the Engagement. In the event the Engagement does not support the Consultant's claim, the Consultant will pay for the Engagement.

12.5 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 13 - ASSISTANCE IN LITIGATION

Consultant 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 Consultant will provide services under this Article at a mutually agreed upon and reasonable rate as an additional service.

ARTICLE 14 - CONFLICT OF INTEREST

Consultant 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. Consultant further represents that no persons having any such interest will be employed to perform these services.

ARTICLE 15 - NOTICES AND ADDRESS OF RECORD

15.1 All notices required or made pursuant to this Contract to be given by the Consultant 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:

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

15.1.2 Hand-delivery: Hillsborough County Aviation Authority
5411 SkyCenter Drive, Suite 500
Tampa, FL 33607
Attention: Chief Executive Officer

ARTICLE 16 - TERM OF CONTRACT

This Contract will commence on September 8, 2022 and continue through September 7, 2027, with three additional, one year renewal options at the discretion of the Authority's Chief Executive Officer and will remain in effect until final completion of all work orders. Individual work orders will have effective dates and completion dates for the related scope of work.

ARTICLE 17 - TERMINATION OF CONTRACT

17.1 This Contract may be terminated by the Owner with or without cause with seven days written notice to the Consultant.

16.7 In the event of termination not the fault of the Consultant, the Consultant 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.

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

16.7 Upon 30 days written notice to Owner, Consultant may terminate this Contract if Consultant 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 Consultant to perform work at Tampa International, Peter O. Knight, Tampa Executive or Plant City Airports 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 Consultant 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 Consultant.

ARTICLE 18 - SUSPENSION OF WORK

The Owner may, for any reason, order the Consultant 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 Consultant may be entitled to additional compensation and expenses, said compensation and expenses to be established pursuant to negotiations between the parties.

ARTICLE 19 - SUCCESSORS AND ASSIGNS

19.1 The Owner and Consultant 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.

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

19.3 The Owner reserves the right to transfer its interests herein to any other governmental body authorized by law to operate the Tampa International, Peter O. Knight, Tampa Executive and/or Plant City Airports.

ARTICLE 20 - TRUTH IN NEGOTIATIONS

The Consultant 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 21 - CERTIFICATION OF CONSULTANT/PROHIBITION AGAINST CONTINGENT FEES

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Contract, and that Consultant has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, 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 Consultant 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 22- RESTRICTED VENDOR LISTS

22.1 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 consultant 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.

22.2 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 Consultant, 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.

22.3 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 23 - 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 24 - NON-DISCRIMINATION

24.1 During the performance of this Contract, the Consultant, for itself, its assignees and successors in interest, agrees as follows:

24.1.1 Compliance with regulations. The Consultant 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.

24.1.2 Non-discrimination. The Consultant, 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 Consultant 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.

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

- 24.1.4 Information and reports. The Consultant 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 FAA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant will so certify to the Owner or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
- 24.1.5 Sanctions for non-compliance. In the event of the Consultant'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 Consultant under this Contract until the Consultant complies, and/or cancellation, termination or suspension of the Contract, in whole or in part.
- 24.1.6 Incorporation of provisions. The Consultant 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 Consultant 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 Consultant becomes involved in or is threatened by litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the Owner to enter into such litigation to protect the interests of the Owner and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.
- 24.1.7 Consultant 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 Consultant, 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. Consultant, if required by such regulations, will provide assurances to the Owner that Consultant will undertake an affirmative action program and will require the same of its subconsultants.

ARTICLE 25 - WOMAN AND MINORITY OWNED BUSINESS ENTERPRISE (W/MBE) ASSURANCES

25.1 It is the policy of the Owner that W/MBEs, as defined in the Owner's W/MBE Policy and Program, will have full and fair opportunities to compete for and participate in the performance of non-federally funded contracts or in the purchase of goods and services procured by the Owner. Consequently, the W/MBE requirements and the Owner's W/MBE Policy and Program will apply to this Contract and are made a part hereof.

25.1.1 The Consultant and any subcontractor of the Consultant will not discriminate on the basis of race, color, national origin, or sex in the performance of the Contract. The Consultant will carry out applicable requirements of the Owner's W/MBE Policy and Program in the award and administration of contracts. Failure by the Consultant to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the Owner deems appropriate which may include, but is not limited to:

25.1.1.1 Withholding monthly progress payments;

25.1.1.2 Assessing sanctions;

25.1.1.3 Liquidated damages; and/or

25.1.1.4 Disqualifying the Consultant from future bidding as non-responsible.

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

25.1.3 The Consultant agrees to include the statements in paragraphs 25.1.1 and 25.1.2 above in any subsequent contract or contract that it enters and cause those businesses to similarly include the statements in further contracts.

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

25.3 W/MBE Goals. In compliance with the Owner's W/MBE Policy and Program, the Consultant's minimum W/MBE commitment will be the W/MBE goal stated below.

The Consultant will demonstrate that they will subcontract to certified W/MBEs at least 13% of the total dollar amount earned on this Contract.

- 25.4 All W/MBEs interested in participating in contracting/subcontracting opportunities must be certified as eligible W/MBEs before said business enterprises begins their portion of the Contract work. Only certified W/MBEs will count toward the W/MBE goal. If the Consultant fails to achieve the W/MBE expectancy stated herein, it will be required to provide documentation demonstrating that it made good faith efforts in attempting to do so.
- 25.5 Certification of Eligible W/MBEs: Only W/MBEs certified as a woman-owned or minority-owned business by Hillsborough County, the City of Tampa, State of Florida Department of Management Services Office of Supplier Diversity (OSD) or as a Disadvantaged Business Enterprise (DBE) by FLUCP will count toward the W/MBE goal set forth in this Contract.
- 25.6 The Consultant will be required to submit project specific W/MBE signed Letter(s) of Intent for each W/MBE firm proposed on specific work order(s). The cumulative W/MBE participation on all work orders issued must achieve the overall goal as listed in Paragraph 24.3.
- 25.7 W/MBE Termination and Substitution: The Consultant will not terminate a W/MBE for convenience without the Owner's prior written consent. If a W/MBE is terminated by the Consultant with the Owner's consent or because of the W/MBE's default, then the Consultant must make a good faith effort, in accordance with the requirements of the Owner's W/MBE Policy and Program, to find another W/MBE to substitute for the original W/MBE to provide the same amount of W/MBE participation.
- 25.8 Reporting Requirements: The Consultant agrees that, within 15 days after the expiration of each calendar month during the Term of this Contract beginning on the effective date of this Contract, it will provide a W/MBE Utilization Activity report to the Owner's Business Diversity Manager reflecting, as applicable, in a form acceptable to the Owner, the Consultant's total dollar value received under this Contract for the applicable period and the amount expended for the purchase of goods and services from each W/MBE firm during that period, calculated in accordance with the requirements of the Owner's W/MBE Policy and Program.
- 25.9 Monitoring: The Owner will monitor the compliance and good faith efforts of the Consultant in meeting these requirements. The Owner will have access to the necessary records to examine such information as may be appropriate for the purpose of investigating and determining compliance with this subsection, including, but not limited to, records, records of expenditures, contracts between the Consultant and the W/MBE participant, and other records pertaining to the W/MBE participation plan, which the Consultant will maintain for a minimum of three years following the end of this Contract. Opportunities for W/MBE

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 W/MBE requirement is warranted. Without limiting the requirements of this Contract, the Owner reserves the right to review and approve all subleases or subcontracts utilized by the Consultant for the achievement of these goals.

- 25.10 Consultant agrees to indemnify the Owner from the loss of any funds or other damages that may result from Consultant's failure to achieve the W/MBE goals set forth herein or to establish a good faith effort to do so, including attorneys' fees and costs associated with said failure by Consultant or good faith investigation by Owner. Failure of Consultant to make a good faith effort to achieve W/MBE goals will be a material breach of this Contract. The determination of whether Consultant's efforts were made in good faith will be made by the Owner. At 50% completion, a plan of action properly reflecting anticipated W/MBE achievement of the commitment is required to be submitted to the Owner.
- 25.11 In the event of the Consultant's non-compliance with the Owner's W/MBE Policy and Program, failure to meet the prescribed W/MBE goal set forth in this Contract, or failure to establish a good faith effort to do so, the Owner will impose such contract sanctions as the Owner may determine to be appropriate, including but not limited to:
- 25.11.1 Withholding of payments to the Consultant under this Contract until the Consultant complies; and/or
 - 25.11.2 Assessing sanctions; and/or
 - 25.11.3 Liquidated damages; and/or
 - 25.11.4 Cancellation, termination or suspension of this Contract in whole or in part; and/or
 - 25.11.5 Suspension or debarment of Consultant from eligibility to contract with the Owner in the future or to receive bid packages or request for qualifications (RFQ) packages, pursuant to the Owner's Policy P414, Suspension/Debarment of Contractors.

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 Consultant 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 Consultant will execute Attachment 2, E-Verify Certification, to certify and affirm that Consultant 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 Consultant knowingly employs unauthorized aliens, such violation will be cause of unilateral cancellation of this Contract.

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 Consultant 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 Consultant.

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

By the Consultant this _____ day of _____, 2022.

ATTEST:

JACOBS PROJECT MANAGEMENT CO.

By: _____

Title: _____

Print Name

Print Address

Signed, sealed, and delivered
in the presence of:

Witness

Print Name

Witness

Print Name

Notary for Jacobs Project Management Co.
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 8th day of September, 2022.

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

FEE PROPOSAL FOR

Program Management Consultant at Tampa International, Peter O. Knight, Plant City and Tampa Executive Airports, Tampa, Florida

Prepared for
Hillsborough County Aviation Authority

August 17, 2022



Jacobs

Challenging today.
Reinventing tomorrow.

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Section 5.0 Summary Milestone Schedule

Attachments included at end by Section

Section 1.0 – JACOBS RATES AND AUDITED STATEMENTS

Jacobs Project Management Co. (JPMCO) is a wholly owned subsidiary of Jacobs Engineering Group Inc. and works within the Buildings and Infrastructure Americas division. The proposed JPMCO billing multipliers are as follows:

- At-Site billing multiplier of 2.29 which includes raw labor plus overhead plus nonbillable direct costs as explained below and a 10% profit.
- At-Office billing multiplier is 2.23 which includes raw labor plus overhead plus 10% profit.

For the purposes of the At-Site billing multiplier, the following costs are classified as direct project costs in Jacobs government-approved Disclosure Statement and as such are normally charged directly to projects. Since these costs are not reimbursable under the HCAA Contract, we have factored these direct project costs into our proposed adjusted billing multiplier.

- Temporary Duty (TDY), per diem and relocation costs for Jacobs employees assigned on-site
- Time and travel for Jacobs Project Executive (Joe Mastrucci)

Billing will be T&M and based on actual rates and hours incurred.

Section 2.0 – SUBCONSULTANT RATES AND AUDITED STATEMENTS

Proposed Multipliers for Jacobs' Subconsultants as follows:

- Section 2.1 – American Infrastructure Development – AID
 - At-Site Billing Multiplier of 2.83
 - At-Office Billing Multiplier of 2.94
- Section 2.2 – Construction Management Services – CMTS
 - At-Site Billing Multiplier of 2.07
 - At-Office Billing Multiplier – N/A
- Section 2.3 – Aviation Design Consultants Inc – ADCI
 - At-Site Billing Multiplier of 2.60
 - At-Office Billing Multiplier of 2.73
- Section 2.4 – Corporate Environmental Risk Management – CERM
 - At-Site Billing Multiplier of 2.39
 - At-Office Billing Multiplier of 3.07 which we have capped at 3.0 per discussion with HCAA

Section 3.0 – BASIS OF FEE PROPOSAL

The following provides the basis for the assumptions and rationale used in development of the Not-To-Exceed (NTE) Jacobs Fee Proposal.

A. General

- a. Jacobs' Fee Proposal is based upon staff augmentation in accordance with the Scope of Services outlined in Sections 3.1.1 through 3.1.3 of Attachment A in the RFQ and subsequent meetings with HCAA to clarify anticipated levels of staffing and timelines.
- b. Additional supplemental support services outlined in Sections 3.1.4 and 3.1.5 of Attachment A of the RFQ are not anticipated in this fee proposal but may be provided upon HCAA request either by existing staff as available or by additional staff funded by an allowance included in the PMC contract funding limit.
- c. PMC staffing will be consistent with the organizational approach employed on Phases 1 and 2 of the Master Plan and is reflected in the attached Proposed Organizational Chart.

B. Program Scope

- a. The anticipated program scope includes the following major projects:
 - i. Uncompleted portions of Phase 1 & 2 Projects:
 1. Red Curbside Expansion
 2. Demolition of Existing Admin Building
 3. Continued Closeout of Balance of Phase 1 & 2 Projects
 - ii. Select Major CIP Projects:
 1. Main Terminal Shuttle Lobby for Airside D Shuttle Station
 2. Air Cargo Expansion
 3. North RON Parking Apron
 4. Airsides A & E Security Screening Check Point Expansion
 5. Airsides A & C Shuttle Car Replacement
 6. Other Miscellaneous CIP projects
 - iii. New Phase 3 Projects including but not limited to:
 1. New Airside D Development Program including apron/site, APM, baggage handling, etc.
- b. Jacobs recognizes that HCAA may require additional support during the PMC contract on additional CIP projects and other Phase 3 projects that may be identified in the future. Should those projects require additional PMC staff and resources beyond that which can reasonably be supported by the level of staffing and contingency in this proposal, additional funding would be required.

C. Schedules

- a. The proposed labor and services included in this Fee Proposal are based on Work Orders that will be issued on or before the Contract expiration date or any extensions thereof. Such Work Orders will extend past any Contract expiration date until services are completed. The authorization amount is anticipated to extend from October 1, 2022 through December 31, 2027. Any increase to the authorization amount will be by the Authority's Board or the CEO.
- b. It is anticipated that the first work order under the new contract will be issued before the end of September 2022 covering the period from October 1, 2022 through December 31, 2023 with subsequent work orders executed on an annual basis. During any work order period, Jacobs will advise HCAA sufficiently in advance if it appears that a work order amount may be exceeded and request an appropriate adjustment.
- c. Following the processing of the last invoice under the existing Contract (Work Order 22-01), the unused balance which is anticipated to be approximately \$5.5M would be unencumbered for use by HCAA.
- d. The proposed level of effort was derived based on conversations with HCAA and analysis of the anticipated project schedules for projects already awarded by HCAA and the latest master plan update for Phase 3. Consistent with Exhibit A of Attachment A of the RFQ, a high-level summary timeline of the major projects is included in Section 5.0.

D. Level of Effort

- a. Labor projections are based upon continuing the general level of current staffing through 2023 and then adding select staff as needed to support new CIP projects beginning in 2023 and Phase 3 projects beginning in 2024.
- b. It is anticipated that the Project Controls Team, the QA Managers, the Safety Manager and the Night Shift Inspector/Construction Coordinator will continue to support multiple master plan and major CIP projects identified in Item B of Section 3.0. and then on other future CIP projects as needed or requested.
- c. The roles and responsibilities of PMC staff will continue as outlined in their respective current position descriptions provided with each work order.
- d. An Operational Readiness and Airport Transition (ORAT) Manager has been included for Phase 3, initially on a part-time basis and then increasing to full-time, to manage, facilitate and coordinate the ORAT functions and activities of the Design Builder and HCAA throughout the planning, construction, commissioning and opening of the new Airside D terminal. This is consistent with the "ORAT Lite" concept that Jacobs provided during a portion of Phase 2 prior to the pandemic.

E. Pricing

- a. Labor rates utilized in the development of the NTE fee proposal reflect current actual raw rates wherever existing staff is already working in that position on the program. Rates for new staff to be assigned in the future, whether by Jacobs or its subconsultants, are estimated raw rates based on anticipated market conditions.
- b. A 4% per annum escalation rate commencing January 1, 2023 has been used to reflect the anticipated costs of future labor.
- c. Profit is calculated at the rate of 10% per discussion with HCAA.
- d. For Jacobs team staff assigned full-time on-site to the program, it is anticipated that the following will be provided by HCAA at no cost to Jacobs and are therefore not included in either the at-site overhead rates or non-billable direct costs factored into the billing multiplier:
 - i. On-site office space and related utilities and services
 - ii. Office furniture, equipment, supplies and related consumables
 - iii. Desk top computers on-site and laptops/ipads for remote work as needed
 - iv. I-phones and service
 - v. Pooled vehicles for on-site project access as needed
 - vi. On-site parking for program work

F. Estimated Reimbursable Costs

- a. Jacobs project vehicles as requested by HCAA
- b. 3rd party consultants
- c. HCAA approved project travel
- d. PMCS procurement and related 3rd party support and maintenance services

G. Project Management Control System (PMCS)

- i. An Initial PMCS Overview is attached which identifies the major systems to be evaluated and a high-level comparison of the key features of each.
- ii. An outline of the Preliminary PMCS Implementation Process is attached which identifies the key steps in the evaluation and implementation of a new PMCS.
- iii. An outline of the Preliminary PMCS Evaluation Criteria is attached which identifies the suggested criteria for use in evaluating a new PMCS.
- iv. A Typical Implementation Timeline is attached which identifies the average duration for implementing a new PMCS. Actual timeframes can vary significantly based on which system, level of customization and extent of pilot project testing and staff training is selected.
- v. Preliminary PMCS Budget number to be included in contract cap: An amount of \$3,000,000 has been included in this fee proposal as an allowance for the purchase/acquisition cost of a new PMCS including 3rd party consultant services for the setup/implementation/customization of

the PMCS system and annual maintenance/updates through the expiration of Work Orders issued by the Contract expiration date or any extensions thereof. Research of various PMCS costs from other major programs varies significantly from about \$2M to over \$4M depending on the particular software, modules utilized, level of customization, number of users, etc.

1. Note: Jacobs in-house labor to facilitate HCAA's initial evaluation/selection of a PMCS and to provide oversight of the subsequent setup/implementation has been estimated in Jacobs basic services.
- vi. Continuation of Prolog: It is assumed that Prolog will continue to be used on the existing Red Curb and related Phase 2 projects through their completion by the end of 2025 in parallel with the setup of new PMCS for Phase 3.
1. The anticipated cost of continuing Prolog is about \$80,000/year starting 7/1/22 through 12/31/25 for a total of \$280,000 which is part of the \$500,000 reimbursable expense allowance.

Section 4.0 – PROPOSED FEE SUMMARY AND DETAILED STAFFING PLAN

The overall estimate of Jacobs PMC services for the new contract is as follows:

- \$42,250,997 Estimated Jacobs team labor for basic services (3.1.1-3.1.3 of RFQ)
- \$500,000 Allowance for reimbursable expenses for basic services
- \$42,750,997 Subtotal
- \$3,000,000 Allowance for the new PMCS.
- \$45,750,997 Subtotal
- \$1,000,000 Allowance for additional services (3.1.4 & 3.1.5 of RFQ)
- \$46,750,997 Subtotal
- \$1,500,000 HCAA Contingency
- \$48,250,997 Total

HCAA has added to the contract total an additional contingency for unforeseen and additional services and costs in excess of that which is outlined in this proposal. Attached at the end of this section are the Proposed Fee Summary and the Detailed Staffing Plan for each year of the contract.

The Fee Summary divides the overall proposed funding estimate into the following categories:

1. Phase 1
2. Phase 2
3. Phase 3
4. CIP Projects

The approximate number of Full-Time Equivalent (FTE) staff by year is also provided for each category above as a broad indicator of level of effort over time.

The Detailed Staffing Plan identifies each anticipated staff position for years 2022 through 2027 including average hours/month, total hours/year, actual current raw rate (or estimated for future staff), billing multiplier and total cost per year for each position. For ease of reviewing, staff positions are grouped by color banding with blue for the Phase 2 Red Curbside and related projects, yellow for the project controls staff and green for newly added positions beyond current staffing levels.

Section 5.0 – SUMMARY MILESTONE SCHEDULE

Attached is the Summary Milestone Schedule indicating the general start and finish dates for the major master plan and CIP projects in the program. This schedule serves as a guide for the staffing of these projects.

ATTACHMENTS

The following Attachments are included by Section

Section 3.0

3.1 Proposed Organization Chart – Page 11

3.2 Project Management Control Systems Approach – Pages 12-15

Section 4.0

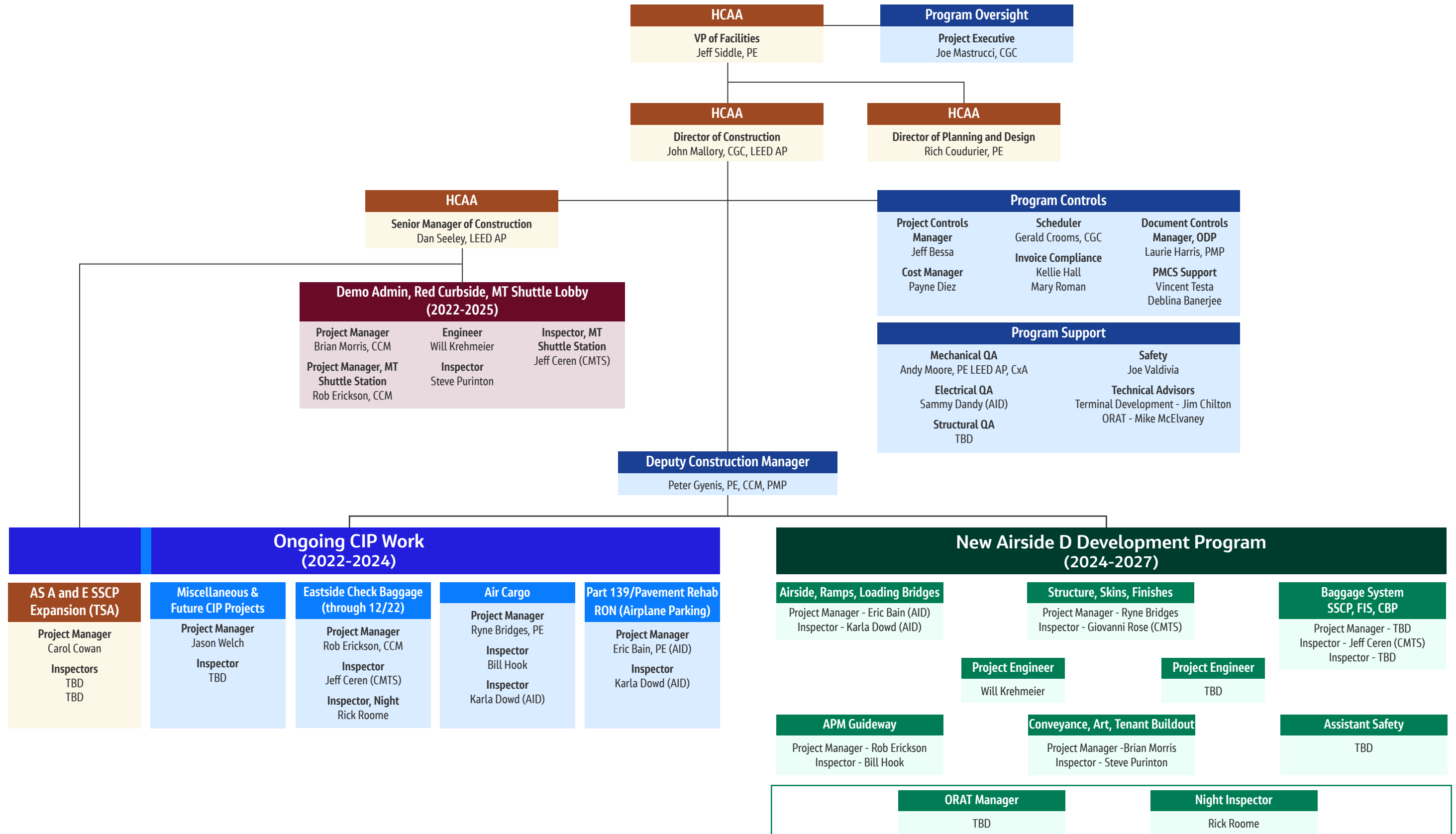
4.1 Fee Summary – Page 16

4.2 Staffing Plan 2022-2027 – Pages 17-22

Section 5.0

5.1 Summary Milestone Schedule – Page 23

PROPOSED ORGANIZATIONAL CHART



TV40
TV41

Vendor Overview Refresh

Selection Criteria

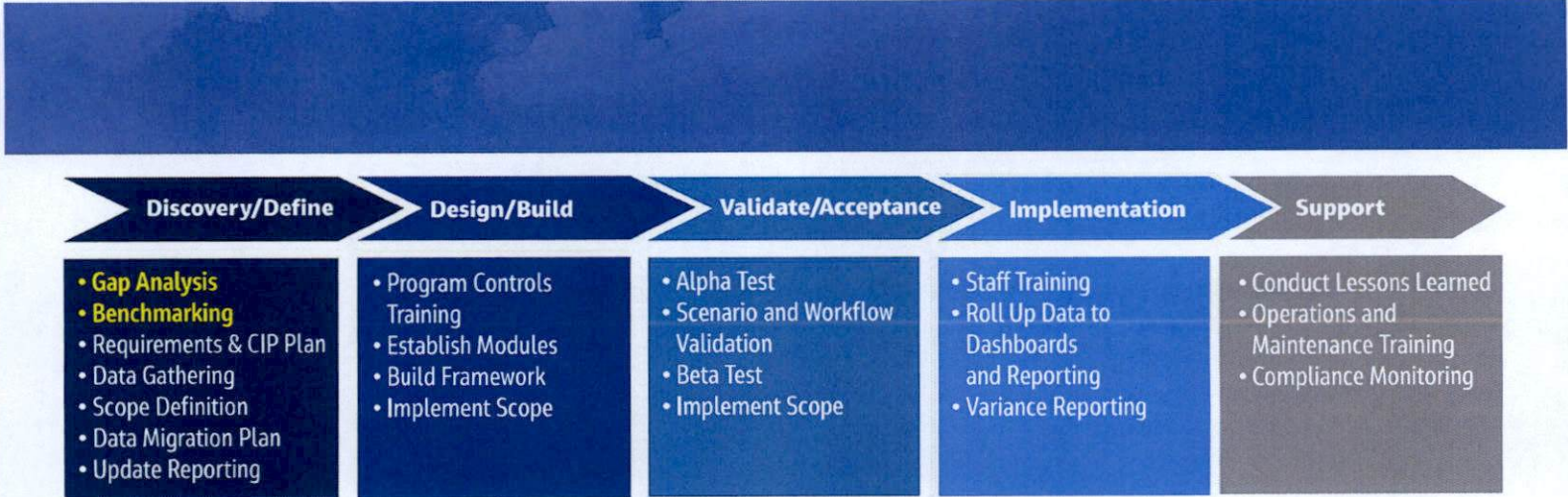
Legend

-  High
-  Med
-  Low

Product	Developer	Out of Box Functionally	Scalable	Comprehensive Cost Tool	Configurability	Customization	Integration	User Friendly Interface	Technical Administration	System Advancement & Support	Market Penetration	Reporting & Dashboarding
Project Sight	Trimble											
Unifier	Oracle											
Kahua	Kahua											
E-Builder	Trimble											
InEight	Kiewitt											
Procore	Procore											

Jacobs

Challenging today.
Reinventing tomorrow.



TV42

Evaluation Criteria & Scoring Methodology

PMIS Evaluation Criteria

- Out of Box Functionality**
- Design Phase Management
 - Bid Management
 - Drawing Management
 - Document Management
 - File Management System
 - Construction Phase Field Management
 - Risk Management
 - Scheduling
 - Safety

- Scalable**
- Project & Program Management
 - Operations and Management/As set Management

- Comprehensive Cost Tool**
- Estimating/Scope Management
 - Cash Flow
 - Earned Value Management
 - Capital Planning
 - Change Management

- Configurability & Customization**
- Search Capabilities
 - Custom Forms
 - Custom Processes
 - Custom Workflows
 - Nomenclature Changes

- Integration**
- Other PMIS Systems
 - Data Import

- User Friendly Interface**
- Ease of Use
 - Email Capabilities and Capture
 - Mobile Capabilities

- Technical Administration, System Advancement & Support**
- Admin Need
 - System Ownership
 - Provider Support
 - Bug Fixes
 - Future Roadmap
 - Upgrade Release Cycle
 - Enhancement Requests

Description	Phase I Evaluation / Selection			Phase II Setup and Configuration			Phase III Pilot Project			Phase IV Data Migration and Training			Phase V Customization and Enhancement
	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Continuous
Selection of PMCS													
Steering Committee Kick-Off													
Pilot User Session													
Peer Discussion / Benchmarking													
Vendor Presentations													
Selection of Vendor													
Financial management													
Doc & Field module													
Others													
File & Design Management													
Mobile Applications													
Schedule & Cashflows													
System Hierarchy Setup													
Security and Permissions													
User Administration													
Company & Vendor Administration													
Dropdown List Options													
User Defined Fields													
Nomenclature													
Distribution Lists													
Project Templates													

JACOBS FEE PROPOSAL

Fee Summary

Forecast 10/1/22 - 12/31/27 Updated 8/17/22		Phase 1	Phase 2	Phase 3	CIP	Total
		Misc	Red Curb Demo Admin Ph2 Closeouts	Airside D Development Program	Air Cargo RON Parking MT Shuttle Lobby AS A&E SSCP & Other Known and Future CIP Projects	
Cost Category						
	Basic Services Labor	\$0	\$5,483,784	\$23,829,204	\$12,938,009	\$42,250,997
	Reimbursable Expenses	\$0	\$64,894	\$281,996	\$153,110	\$500,000
	Subtotal	\$0	\$5,548,678	\$24,111,200	\$13,091,119	\$42,750,997
	Allowance for new PMCS	0	0	\$3,000,000	0	\$3,000,000
	Subtotal	\$0	\$5,548,678	\$27,111,200	\$13,091,119	\$45,750,997
	Additional Services Allowance	\$0	\$0	\$1,000,000	\$0	\$1,000,000
	Subtotal	\$0	\$5,548,678	\$28,111,200	\$13,091,119	\$46,750,997
	HCAA Contingency Total					\$1,500,000
	Total					\$48,250,997
Average FTE's						
	2022	0	8.6	1.6	10.5	20.7
	2023	0	6.7	2.4	14.1	23.2
	2024	0	6.6	5.5	11.6	23.7
	2025	0	4.3	15.9	5.5	25.7
	2026	0	0	25.1	3.8	28.9
	2027	0	0	22.3	3.8	26.1

#	Name	Title	Work Order	Company	2022												Hours	Total Cost		
					Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec				
1	Will Krehmeier	Project Engineer		Jacobs												162	162	162	486	\$ 48,034.49
2	Jeff Ceren	Inspector / Construction Coordinator		CMTS												162	162	162	486	\$ 66,900.33
3	Brian Morris	Project Manager		Jacobs												162	162	162	486	\$ 78,206.29
4	Steve Purinton	Inspector / Construction Coordinator		Jacobs												162	162	162	486	\$ 60,621.84
5	Rob Erickson	Project Manager		Jacobs												162	162	162	486	\$ 74,511.33
6	Payne Diez	Project Controls		Jacobs												162	162	162	486	\$ 88,178.24
7	Gerald Crooms	Project Controls		Jacobs												80	80	80	240	\$ 31,530.55
8	PMCS Support - Multiple	Project Controls		Jacobs												100	100	100	300	\$ 50,175.00
9	Laurie Harris	Project Controls		Jacobs												162	162	162	486	\$ 62,981.27
10	Jeff Bessa	Project Controls		Jacobs												162	162	162	486	\$ 111,294.00
11	Kellie Hall	Project Controls		Jacobs												162	162	162	486	\$ 43,081.91
12	Mary Roman	Project Controls		Jacobs												150	150	150	450	\$ 41,951.66
13	Jason Welch	Project Manager		Jacobs												162	162	162	486	\$ 59,264.06
14	Karla Dowd	Inspector / Construction Coordinator		AID												162	162	162	486	\$ 80,198.41
15	Rick Roome	Night Inspector / Construction Coordinator		Jacobs												162	162	162	486	\$ 42,147.04
16	Ryne Bridges	Project Manager		Jacobs												162	162	162	486	\$ 66,520.42
17	Bill Hook	Inspector / Construction Coordinator		Jacobs												162	162	162	486	\$ 61,656.88
18	Joe Valdivia	Safety		Jacobs												120	120	120	360	\$ 46,768.21
19	Peter Gyenis	Deputy Construction Manager		Jacobs												120	120	120	360	\$ 81,986.58
20	Andy Moore	Quality Assurance		Jacobs												162	162	162	486	\$ 82,891.77
21	Sammy Dandy	Quality Assurance		AID												162	162	162	486	\$ 88,161.86
22	Eric Bain	Project Manager		AID												162	162	162	486	\$ 83,210.49
																			9,972	\$ 1,450,273

#	Name	Title	Work Order	Company	2023												Hours	Total Cost	
					Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			
1	Will Krehmeier	Project Engineer		Jacobs	162	162	162	162	162	162	162	162	162	162	162	162	162	1,944	\$ 199,823.48
2	Jeff Ceren	Inspector / Construction Coordinator		CMTS	162	162	162	162	162	162	162	162	162	162	162	162	162	1,944	\$ 278,305.37
3	Brian Morris	Project Manager		Jacobs	162	162	162	162	162	162	162	162	162	162	162	162	162	1,944	\$ 325,338.18
4	Steve Purinton	Inspector / Construction Coordinator		Jacobs	162	162	162	162	162	162	162	162	162	162	162	162	162	1,944	\$ 252,186.86
5	Rob Erickson	Project Manager		Jacobs	162	162	162	162	162	162	162	162	162	162	162	162	1,944	\$ 309,967.15	
6	Payne Diez	Project Controls		Jacobs	162	162	162	162	162	162	162	162	162	162	162	162	1,944	\$ 366,821.46	
7	Gerald Crooms	Project Controls		Jacobs	80	80	80	80	80	80	80	80	80	80	80	80	960	\$ 131,167.10	
8	PMCS Support - Multiple	Project Controls		Jacobs	80	80	80	80	80	80	40	40	40	40	40	40	720	\$ 125,236.80	
9	Laurie Harris	Project Controls		Jacobs	162	162	162	162	162	162	162	162	162	162	162	162	1,944	\$ 262,002.10	
10	Jeff Bessa	Project Controls		Jacobs	162	162	162	162	162	162	162	162	162	162	162	162	1,944	\$ 462,983.04	
11	Kellie Hall	Project Controls		Jacobs	162	162	162	162	162	162	162	162	162	162	162	162	1,944	\$ 179,220.73	
12	Mary Roman	Project Controls		Jacobs	150	150	150	150	150	150	150	150	150	150	150	150	1,800	\$ 174,518.88	
13	Jason Welch	Project Manager		Jacobs	162	162	162	162	162	162	162	162	162	162	162	162	1,944	\$ 246,538.47	
14	Karla Dowd	Inspector / Construction Coordinator		AID	162	162	162	162	162	162	162	162	162	162	162	162	1,944	\$ 333,625.38	
15	Rick Roome	Night Inspector / Construction Coordinator		Jacobs	162	162	162	162	162	162	162	162	162	162	162	162	1,944	\$ 175,331.68	
16	Ryne Bridges	Project Manager		Jacobs	162	162	162	162	162	162	162	162	162	162	162	162	1,944	\$ 276,724.96	
17	Bill Hook	Inspector / Construction Coordinator		Jacobs	162	162	162	162	162	162	162	162	162	162	162	162	1,944	\$ 256,492.60	
18	Joe Valdivia	Safety		Jacobs	162	162	162	162	162	162	162	162	162	162	162	162	1,944	\$ 262,650.28	
19	Peter Gyenis	Deputy Construction Manager		Jacobs	162	162	162	162	162	162	162	162	162	162	162	162	1,944	\$ 460,436.63	
20	Andy Moore	Quality Assurance		Jacobs	162	162	162	162	162	162	162	162	162	162	162	162	1,944	\$ 344,829.77	
21	Sammy Dandy	Quality Assurance		AID	162	162	162	162	162	162	162	162	162	162	162	162	1,944	\$ 366,753.33	
22	Eric Bain	Project Manager		AID	162	162	162	162	162	162	162	162	162	162	162	162	1,944	\$ 346,155.64	
23	TBD	Inspector / Construction Coordinator		W/MBE	162	162	162	162	162	162	162	162	162	162	162	162	1,944	\$ 302,914.08	
24	TBD	Night Inspector / Construction Coordinator		W/MBE				162	162	162	162	162	162	162	162	162	1,458	\$ 200,784.83	
25	TBD	Inspector / Construction Coordinator		Jacobs	162	162	162	162	162	162	162	162	162	162	162	162	1,944	\$ 267,105.60	
26	Jim Chilton/Mike McElvaney	New Terminal Advisors		Jacobs	8	8	8	8	8	8	8	8	8	8	8	8	96	\$ 29,971.20	
27	TBD	ORAT Manager		Jacobs							40	40	40	40	40	40	240	\$ 48,168.00	
																	46,098	\$ 6,986,054	

#	Name	Title	Work Order	Company	2024												Hours	Total Cost	
					Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			
1	Will Krehmeier	Project Engineer		Jacobs	162	162	162	162	162	162	162	162	162	162	162	162	162	1,944	\$ 207,816.42
2	Jeff Ceren	Inspector / Construction Coordinator		CMTS	162	162	162	162	162	162	162	162	162	162	162	162	162	1,944	\$ 289,437.59
3	Brian Morris	Project Manager		Jacobs	162	162	162	162	162	162	162	162	162	162	162	162	162	1,944	\$ 338,351.71
4	Steve Purinton	Inspector / Construction Coordinator		Jacobs	162	162	162	162	162	162	162	162	162	162	162	162	162	1,944	\$ 262,274.34
5	Rob Erickson	Project Manager		Jacobs	162	162	162	162	162	162	162	162	162	162	162	162	1,944	\$ 322,365.83	
6	Payne Diez	Project Controls		Jacobs	162	162	162	162	162	162	162	162	162	162	162	162	1,944	\$ 381,494.32	
7	Gerald Crooms	Project Controls		Jacobs	120	120	120	120	120	120	120	120	120	120	120	120	1,440	\$ 204,620.67	
8	PMCS Support - Multiple	Project Controls		Jacobs	15	15	15	15	15	15	15	15	15	15	15	15	180	\$ 32,561.57	
9	Laurie Harris	Project Controls		Jacobs	162	162	162	162	162	162	162	162	162	162	162	162	1,944	\$ 272,482.19	
10	Jeff Bessa	Project Controls		Jacobs	162	162	162	162	162	162	162	162	162	162	162	162	1,944	\$ 481,502.36	
11	Kellie Hall	Project Controls		Jacobs	162	162	162	162	162	162	162	162	162	162	162	162	1,944	\$ 186,389.56	
12	Mary Roman	Project Controls		Jacobs	150	150	150	150	150	150	150	150	150	150	150	150	1,800	\$ 181,499.64	
13	Jason Welch	Project Manager		Jacobs	162	162	162	162	162	162	162	162	162	162	162	162	1,944	\$ 256,400.01	
14	Karla Dowd	Inspector / Construction Coordinator		AID	162	162	162	162	162	162	162	162	162	162	162	162	1,944	\$ 346,970.39	
15	Rick Roome	Night Inspector / Construction Coordinator		Jacobs	162	162	162	162	162	162	162	162	162	162	162	162	1,944	\$ 182,344.94	
16	Ryne Bridges	Project Manager		Jacobs	162	162	162	162	162	162	162	162	162	162	162	162	1,944	\$ 287,793.96	
17	Bill Hook	Inspector / Construction Coordinator		Jacobs	162	162	162	162	162	162	162	162	162	162	162	162	1,944	\$ 266,752.31	
18	Joe Valdivia	Safety		Jacobs	162	162	162	162	162	162	162	162	162	162	162	162	1,944	\$ 273,156.29	
19	Peter Gyenis	Deputy Construction Manager		Jacobs	162	162	162	162	162	162	162	162	162	162	162	162	1,944	\$ 478,854.10	
20	Andy Moore	Quality Assurance		Jacobs	162	162	162	162	162	162	162	162	162	162	162	162	1,944	\$ 358,622.96	
21	Sammy Dandy	Quality Assurance		AID	162	162	162	162	162	162	162	162	162	162	162	162	1,944	\$ 381,423.46	
22	Eric Bain	Project Manager		AID	162	162	162	162	162	162	162	162	162	162	162	162	1,944	\$ 360,001.86	
23	TBD	Inspector / Construction Coordinator		W/MBE	162	162	162	162	162	162	162	162	162	162			1,620	\$ 262,525.54	
24	TBD	Night Inspector / Construction Coordinator		W/MBE	162	162	162	162	162	162	162	162	162	162	162	162	1,944	\$ 278,421.62	
25	TBD	Inspector / Construction Coordinator		Jacobs	162	162	162	162	162	162	162	162	162	162	162	162	1,944	\$ 277,789.82	
26	TBD	Civil/Structural QA		W/MBE								162	162	162	162	162	972	\$ 151,457.04	
27	Jim Chilton/Mike McElvaney	New Terminal Advisors		Jacobs	12	12	12	12	12	12	12	12	12	12	12	12	144	\$ 46,755.07	
28	TBD	ORAT Manager		Jacobs	40	40	40	40	40	40	40	40	40	40	40	40	480	\$ 100,189.44	
																	47,460	\$ 7,470,255	

#	Name	Title	Work Order	Company	2025												Hours	Total Cost	
					Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			
1	Will Krehmeier	Project Engineer		Jacobs	162	162	162	162	162	162	162	162	162	162	162	162	162	1,944	\$ 216,129.08
2	Jeff Ceren	Inspector / Construction Coordinator		CMTS	162	162	162	162	162	162	162	162	162	162	162	162	162	1,944	\$ 301,015.09
3	Brian Morris	Project Manager		Jacobs	162	162	162	162	162	162	162	162	162	162	162	162	162	1,944	\$ 351,885.78
4	Steve Purinton	Inspector / Construction Coordinator		Jacobs	162	162	162	162	162	162	162	162	162	162	162	162	162	1,944	\$ 272,765.31
5	Rob Erickson	Project Manager		Jacobs	162	162	162	162	162	162	162	162	162	162	162	162	162	1,944	\$ 335,260.46
6	Payne Diez	Project Controls		Jacobs	162	162	162	162	162	162	162	162	162	162	162	162	162	1,944	\$ 396,754.09
7	Gerald Crooms	Project Controls		Jacobs	162	162	162	162	162	162	162	162	162	162	162	162	162	1,944	\$ 287,287.42
8	PMCS Support - Multiple	Project Controls		Jacobs	15	15	15	15	15	15	15	15	15	15	15	15	15	180	\$ 33,864.03
9	Laurie Harris	Project Controls		Jacobs	162	162	162	162	162	162	162	162	162	162	162	162	162	1,944	\$ 283,381.47
10	Jeff Bessa	Project Controls		Jacobs	162	162	162	162	162	162	162	162	162	162	162	162	162	1,944	\$ 500,762.46
11	Kellie Hall	Project Controls		Jacobs	162	162	162	162	162	162	162	162	162	162	162	162	162	1,944	\$ 193,845.15
12	Mary Roman	Project Controls		Jacobs	150	150	150	150	150	150	150	150	150	150	150	150	150	1,800	\$ 188,759.63
13	Jason Welch	Project Manager		Jacobs	162	162	162	162	162	162	162	162	162	162	162	162	162	1,944	\$ 266,656.01
14	Karla Dowd	Inspector / Construction Coordinator		AID	162	162	162	162	162	162	162	162	162	162	162	162	162	1,944	\$ 360,849.21
15	Rick Roome	Night Inspector / Construction Coordinator		Jacobs	162	162	162	162	162	162	162	162	162	162	162	162	162	1,944	\$ 189,638.74
16	Ryne Bridges	Project Manager		Jacobs	162	162	162	162	162	162	162	162	162	162	162	162	162	1,944	\$ 299,305.72
17	Bill Hook	Inspector / Construction Coordinator		Jacobs	162	162	162	162	162	162	162	162	162	162	162	162	162	1,944	\$ 277,422.40
18	Joe Valdivia	Safety Manager		Jacobs	162	162	162	162	162	162	162	162	162	162	162	162	162	1,944	\$ 284,082.54
19	Peter Gyenis	Deputy Construction Manager		Jacobs	162	162	162	162	162	162	162	162	162	162	162	162	162	1,944	\$ 498,008.26
20	Andy Moore	Quality Assurance		Jacobs	162	162	162	162	162	162	162	162	162	162	162	162	162	1,944	\$ 372,967.88
21	Sammy Dandy	Quality Assurance		AID	162	162	162	162	162	162	162	162	162	162	162	162	162	1,944	\$ 396,680.40
22	Eric Bain	Project Manager		AID	162	162	162	162	162	162	162	162	162	162	162	162	162	1,944	\$ 374,401.94
23	TBD	Night Inspector / Construction Coordinator		W/MBE	162	162	162	162	162	162	162	162	162	162	162	162	162	1,944	\$ 289,558.49
24	Jim Chilton/Mike McElvaney	New Terminal Advisors		Jacobs	12	12	12	12	12	12	12	12	12	12	12	12	12	144	\$ 48,625.27
25	TBD	ORAT Manager		Jacobs	40	40	40	40	40	40	80	80	80	80	80	80	720	\$ 156,295.53	
26	TBD	Project Engineer		Jacobs	162	162	162	162	162	162	162	162	162	162	162	162	162	1,944	\$ 222,588.00
27	TBD	Civil/Structural QA		W/MBE	162	162	162	162	162	162	162	162	162	162	162	162	162	1,944	\$ 315,030.64
28	TBD	Inspector / Construction Coordinator		W/MBE						162	162	162	162	162	162	162	1,134	\$ 162,955.80	
29	TBD	Inspector / Construction Coordinator		W/MBE												162	162	324	\$ 43,594.20
30	TBD	Asst Safety Manager		Jacobs							162	162	162	162	162	162	972	\$ 100,164.60	
31	TBD	CIP Inspector/Construction Coordinator		W/MBE									162	162	162	162	648	\$ 100,971.36	
																	50,634	\$ 8,121,507	

#	Name	Title	Work Order	Company	2026												Hours	Total Cost	
					Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			
1	Will Krehmeier	Project Engineer		Jacobs	162	162	162	162	162	162	162	162	162	162	162	162	162	1,944	\$ 224,774.24
2	Jeff Ceren	Inspector / Construction Coordinator		W/MBE	162	162	162	162	162	162	162	162	162	162	162	162	162	1,944	\$ 313,055.69
3	Brian Morris	Project Manager		Jacobs	162	162	162	162	162	162	162	162	162	162	162	162	162	1,944	\$ 365,961.21
4	Steve Purinton	Inspector / Construction Coordinator		Jacobs	162	162	162	162	162	162	162	162	162	162	162	162	162	1,944	\$ 283,675.92
5	Rob Erickson	Project Manager		Jacobs	162	162	162	162	162	162	162	162	162	162	162	162	162	1,944	\$ 348,670.88
6	Payne Diez	Project Controls		Jacobs	162	162	162	162	162	162	162	162	162	162	162	162	162	1,944	\$ 412,624.26
7	Gerald Crooms	Project Controls		Jacobs	162	162	162	162	162	162	162	162	162	162	162	162	162	1,944	\$ 298,778.92
8	PMCS Support - Multiple	Project Controls		Jacobs	15	15	15	15	15	15	15	15	15	15	15	15	15	180	\$ 35,218.59
9	Laurie Harris	Project Controls		Jacobs	162	162	162	162	162	162	162	162	162	162	162	162	162	1,944	\$ 294,716.73
10	Jeff Bessa	Project Controls		Jacobs	162	162	162	162	162	162	162	162	162	162	162	162	162	1,944	\$ 520,792.95
11	Kellie Hall	Project Controls		Jacobs	162	162	162	162	162	162	162	162	162	162	162	162	162	1,944	\$ 201,598.95
12	Mary Roman	Project Controls		Jacobs	150	150	150	150	150	150	150	150	150	150	150	150	1,800	\$ 196,310.01	
13	Jason Welch	Project Manager		Jacobs	162	162	162	162	162	162	162	162	162	162	162	162	162	1,944	\$ 277,322.25
14	Karla Dowd	Inspector / Construction Coordinator		W/MBE	162	162	162	162	162	162	162	162	162	162	162	162	162	1,944	\$ 375,283.18
15	Rick Roome	Night Inspector / Construction Coordinator		Jacobs	162	162	162	162	162	162	162	162	162	162	162	162	162	1,944	\$ 197,224.29
16	Ryne Bridges	Project Manager		Jacobs	162	162	162	162	162	162	162	162	162	162	162	162	162	1,944	\$ 311,277.95
17	Bill Hook	Inspector / Construction Coordinator		Jacobs	162	162	162	162	162	162	162	162	162	162	162	162	162	1,944	\$ 288,519.30
18	Joe Valdivia	Safety		Jacobs	162	162	162	162	162	162	162	162	162	162	162	162	162	1,944	\$ 295,445.84
19	Peter Gyenis	Deputy Construction Manager		Jacobs	162	162	162	162	162	162	162	162	162	162	162	162	162	1,944	\$ 517,928.59
20	Andy Moore	Quality Assurance		Jacobs	162	162	162	162	162	162	162	162	162	162	162	162	162	1,944	\$ 387,886.59
21	Sammy Dandy	Quality Assurance		W/MBE	162	162	162	162	162	162	162	162	162	162	162	162	162	1,944	\$ 412,547.62
22	Eric Bain	Project Manager		W/MBE	162	162	162	162	162	162	162	162	162	162	162	162	162	1,944	\$ 389,378.02
23	TBD	Night Inspector / Construction Coordinator		W/MBE	162	162	162	162	162	162	162	162	162	162	162	162	162	1,944	\$ 301,140.83
24	Jim Chilton/Mike McElvaney	New Terminal Advisors		Jacobs	15	15	15	15	15	15	15	15	15	15	15	15	15	180	\$ 63,212.86
25	TBD	ORAT Manager		Jacobs	80	80	80	80	80	80	162	162	162	162	162	162	1,452	\$ 332,213.73	
26	TBD	Project Engineer		Jacobs	162	162	162	162	162	162	162	162	162	162	162	162	162	1,944	\$ 231,491.52
27	TBD	Civil/Structural QA		W/MBE	162	162	162	162	162	162	162	162	162	162	162	162	162	1,944	\$ 327,631.87
28	TBD	Inspector / Construction Coordinator		W/MBE	162	162	162	162	162	162	162	162	162	162	162	162	162	1,944	\$ 290,526.91
29	TBD	Inspector / Construction Coordinator		W/MBE	162	162	162	162	162	162	162	162	162	162	162	162	162	1,944	\$ 272,027.81
30	TBD	Asst Safety Manager		Jacobs	162	162	162	162	162	162	162	162	162	162	162	162	162	1,944	\$ 208,342.37
31	TBD	CIP Inspector/Construction Coordinator		W/MBE	162	162	162	162	162	162	162	162	162	162	162	162	162	1,944	\$ 315,030.64
																	56,100	\$ 9,290,611	

																			2027											
#	Name	Title	Work Order	Company	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Hours	Total Cost												
1	Will Krehmeier	Project Engineer		Jacobs	162	162	162	162	162	162	162	162	162	162	162	162	1,944	\$ 233,765.21												
2	Jeff Ceren	Inspector / Construction Coordinator		W/MBE	162	162	162	162	162	162	162	162	162	162	162	162	1,944	\$ 325,577.92												
3	Brian Morris	Project Manager		Jacobs	162	162	162	162	162	162	162	162	162	162	162	162	1,944	\$ 380,599.66												
4	Steve Purinton	Inspector / Construction Coordinator		Jacobs	162	162	162	162	162	162	162	162	162	162	162	162	1,944	\$ 295,022.96												
5	Rob Erickson	Project Manager		Jacobs	162	162	162	162	162	162	162	162	162	162	162	162	1,944	\$ 362,617.72												
6	Payne Diez	Project Controls		Jacobs	162	162	162	162	162	162	162	162	162	162	162	162	1,944	\$ 429,129.23												
7	Gerald Crooms	Project Controls		Jacobs	162	162	162	162	162	162	162	162	162	162	162	162	1,944	\$ 310,730.07												
8	PMCS Support - Multiple	Project Controls		Jacobs	15	15	15	15	15	15	15	15	15	15	15	15	180	\$ 36,627.34												
9	Laurie Harris	Project Controls		Jacobs	162	162	162	162	162	162	162	162	162	162	162	162	1,944	\$ 306,505.40												
10	Jeff Bessa	Project Controls		Jacobs	162	162	162	162	162	162	162	162	162	162	162	162	1,944	\$ 541,624.67												
11	Kellie Hall	Project Controls		Jacobs	162	162	162	162	162	162	162	162	162	162	162	162	1,944	\$ 209,662.91												
12	Mary Roman	Project Controls		Jacobs	150	150	150	150	150	150	150	150	150	150	150	150	1,800	\$ 204,162.41												
13	Jason Welch	Project Manager		Jacobs	162	162	162	162	162	162	162	162	162	162	162	162	1,944	\$ 288,415.14												
14	Karla Dowd	Inspector / Construction Coordinator		W/MBE	162	162	162	162	162	162	162	162	162	162	162	162	1,944	\$ 390,294.50												
15	Rick Roome	Night Inspector / Construction Coordinator		Jacobs	162	162	162	162	162	162	162	162	162	162	162	162	1,944	\$ 205,113.26												
16	Ryne Bridges	Project Manager		Jacobs	162	162	162	162	162	162	162	162	162	162	162	162	1,944	\$ 323,729.07												
17	Bill Hook	Inspector / Construction Coordinator		Jacobs	162	162	162	162	162	162	162	162	162	162	162	162	1,944	\$ 300,060.07												
18	Joe Valdivia	Safety		Jacobs	162	162	162	162	162	162	162	162	162	162	162	162	1,944	\$ 307,263.68												
19	Peter Gyenis	Deputy Construction Manager		Jacobs	162	162	162	162	162	162	162	162	162	162	162	162	1,944	\$ 538,645.74												
20	Andy Moore	Quality Assurance		Jacobs	162	162	162	162	162	162	162	162	162	162	162	162	1,944	\$ 403,402.06												
21	Sammy Dandy	Quality Assurance		W/MBE	162	162	162	162	162	162	162	162	162	162	162	162	1,944	\$ 429,049.52												
22	Eric Bain	Project Manager		W/MBE	162	162	162	162	162	162	162	162	162	162	162	162	1,944	\$ 404,953.14												
23	TBD	Night Inspector / Construction Coordinator		W/MBE	162	162	162	162	162	162	162	162	162	162	162	162	1,944	\$ 313,186.46												
24	Jim Chilton/Mike McElvaney	New Terminal Advisors		Jacobs	15	15	15	15	15	15	15	15	15	15	15	15	180	\$ 65,741.37												
25	TBD	ORAT Manager		Jacobs	162	162	162	162	162	162	162	162	162	162	162	162	1,944	\$ 468,713.66												
26	TBD	Project Engineer		Jacobs	162	162	162	162	162	162	162	162	162	162	162	162	1,944	\$ 240,751.18												
27	TBD	Civil/Structural QA		W/MBE													0	\$ -												
28	TBD	Inspector / Construction Coordinator		W/MBE	162	162	162	162									648	\$ 100,716.00												
29	TBD	Inspector / Construction Coordinator		W/MBE	162	162	162	162	162	162	162	162					1,296	\$ 188,605.95												
30	TBD	Asst Safety Manager		Jacobs													0	\$ -												
31	TBD	CIP Inspector/Construction Coordinator		W/MBE	162	162	162	162	162	162	162	162	162	162	162	162	1,944	\$ 327,631.87												
																	50,760	\$ 8,932,298												
																	261,024	\$ 42,250,997												

Master Plan Phase 3 & CIP Master Schedule





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

E-Verify Certification

Program Management Consultant

This certification is required in accordance with the State of Florida, Office of the Governor, Executive Order Number 11-116 (Verification of Employment Status) and Fla. Stat. Section 448.095.

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) and Fla. Stat. Section 448.095.

Signature Title

Printed Name Date

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

Program Management Consultant

INSURANCE REQUIREMENTS

Consultant agrees to provide the limits required herein 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 Consultant agrees to remain responsible and obligated to make the Owner whole as if the Consultant 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 Consultant becomes in default of any requirements the Owner reserves the right to take whatever actions deemed necessary to protect its interests. The Consultant 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, Consultant shall also ensure that the Florida Department of Transportation is added as an additional insured on the Commercial General Liability policy of the Consultant. The Consultant 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.

Workers' Compensation/Employer's Liability

The Consultant 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 limits of insurance:

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

It is the responsibility of the Consultant 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 Consultant will maintain and ensure that all contractors, subcontractors, suppliers, consultants, and subconsultants at each tier has Commercial General Liability insurance providing continuous coverage for liability resulting out of, or in connection with, ongoing operations performed by, including the use or occupancy of Owner premises, or on behalf of the Consultant under this Contract.

The limits of coverage required shall apply fully to the work or operations performed under this Contract. The coverage contains a \$100,000 per occurrence deductible. Consultant agrees to provide Owner with

INSURANCE REQUIREMENTS

prior approval of changes to current deductible. Evidence of Insurance 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 Consultant may not contain or be subject to any self-insured retentions.

Such coverage shall be primary as to any other available insurance in relation to work performed on this contract. . It is to be written on an "occurrence" basis on a form no more restrictive than ISO Form CG 00 01 10 01 and shall include Products/Completed Operations coverage. Additional insured coverage shall be provided on a form no more restrictive than ISO Form CG 20 10 10 01 and CG 20 37 10 01. The policy or policies shall not include a Contractual Liability Limitation (ISO CG 21 39), a Limitation of Coverage to Designated Premises or Project (CG 21 44), or any endorsement that similarly restricts or limits coverage to the Owner. The Consultant shall not allow its coverage to drop below or become encumbered below the following limits of insurance:

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

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

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

Products and Completed operations coverage will be maintained in the amount of \$1,000,000 for a period of 3 year(s) from the date of termination of this Contract.

Business Auto Liability

Coverage shall be provided on a form no more restrictive than ISO Form CA 00 01. The Consultant shall not allow its coverage to drop below or become encumbered below the following limits of insurance:

Each Occurrence – Bodily Injury and Property Damage Combined	\$10,000,000
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Professional Liability

Such insurance will be on a form acceptable to the Owner and maintained by the Consultant without interruption or amendment throughout the life of this Contract and for an amount of \$1,000,000 for a period of 3 year(s) following termination of the Contract. The coverage contains a \$100,000 per occurrence deductible. Consultant agrees to provide Owner with prior approval of changes to current deductible. Evidence of Insurance must clearly identify any such deductible, retention or other than a fully insured plan. Coverage will include all work of the Consultant, and all contractors, subcontractors, suppliers, consultants, and subconsultants at each tier that provide professional services, work, or advice as it relates to this Contract, including but not limited to areas with possible environmental impact, . The

INSURANCE REQUIREMENTS

Consultant shall not allow its limits to drop below or become encumbered below the following limits of insurance:

Each Occurrence	\$2,000,000
Annual Aggregate	\$4,000,000

Builders Risk Coverage

N/A

Environmental Impairment (Pollution) Liability

N/A

Cyber Liability

Consultant shall purchase and maintain Cyber Liability Insurance, throughout the life of the Contract and such insurance will be maintained for a period of three years thereafter for services completed during the term of the Contract. Such insurance shall cover the following:

Network Security Liability covering liability for failures or breaches of network security and unauthorized access, including hackings and virus transmission or other type of malicious code, and electronic disclosure or use of confidential information, including personally identifiable information and personal health information, whether caused by Consultant, any of its subcontractors, or cloud service providers used by Consultant;

Privacy Liability covering liability, PCI fines, expenses, defense costs, and regulatory actions for disclosure of confidential information, including personally identifiable information and personal health information, even if not caused by a failure or breach of network security;

Digital Asset Protection, including costs to reconstruct, restore or replace damaged software and data;

Media liability, covering liability and defense costs for media wrongful acts such as defamation, disparagement, and copyright/trademark infringement and trade dress in the dissemination of internet content and media;

Cyber-Extortion coverage, if commercially available, for negotiation and payment of ransomware demands and other losses from “ransomware” attacks resulting from the Services provided by Consultant to the Owner. Coverage extends to those payments made via traditional currencies. Only to the extent that coverage would otherwise extend, Consultant agrees to be responsible for payment in non-traditional crypto currencies such as Bitcoin.

First and Third-party Business Interruption and Dependent Business Interruption Coverage resulting from a security breach and/or system failure;

Data Breach Response Coverage, including coverage for notifying affected parties, setting up call center services, provision of credit monitoring services, identity theft protection services, computer forensic expenses, conduct, data reconstruction, legal expenses, and public relations expenses resulting from a breach of Network Security or other Privacy breach involving personally identifiable information and personal health information; and

INSURANCE REQUIREMENTS

No exclusion for **Cyber Terrorism** coverage, unless commercially unavailable.

The limits of liability shall be:

Each Occurrence	\$5,000,000
Annual Aggregate	\$5,000,000
Event Management Expenses	\$5,000,000

Such Cyber Liability coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of Services provided. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage, which will provide coverage to respond to claims for a minimum of three years after completion of services completed during the term of the Contract.

The Cyber Liability Insurance coverage may be subject to a deductible or self-insured retention, which may not exceed \$100,000 per claim, except business interruption, which is subject to a waiting period.

Crime Policy Endorsement

For losses to Owner's property.

Each Claim	\$1,000,000
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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.

Consultant 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 Consultant 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.

INSURANCE REQUIREMENTS

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

CONTRACTUAL INSURANCE TERMS AND CONDITIONS

This Section incorporates the Owner's Standard Procedure S250.06 and establishes the insurance terms and conditions associated with contractual insurance requirements. This Section is applicable to all Consultants 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 Consultant will, at the Consultant's expense, procure, maintain and keep in force the types and amounts of insurance conforming to the requirements set forth in the applicable contract. In addition, to the extent required by Florida Department of Transportation Public Transportation Grant Agreement, the Consultant 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 Consultant to the Owner's Director of Risk Management for approval prior to use. The Owner retains the right to approve or disapprove the use of any insurer, policy, risk pooling or self-insurance program.

B. Term of Coverage:

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

C. Reduction of Aggregate Limits:

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

INSURANCE REQUIREMENTS

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 Consultant 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 Consultant 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 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 limits of insurance required by the contract, the Owner may change the coverage and the limits of insurance required with Consultant review and approval, and the Consultant will, within 60 days of receipt of written notice of a change in the coverage and/or the 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 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 limits of insurance required will not be made by the Owner until at least two years after any prior change by the Owner unless extreme conditions warrant such change and are agreeable to both parties. To the extent required by Florida Department of Transportation Public Transportation Grant Agreement, any such change or modification in coverage or limits shall also apply to the contractors, subcontractors, suppliers, consultants, and sub-consultants at each tier.

If, in the opinion of the Owner, compliance with the insurance requirements is not commercially practicable for the Consultant, contractors, subcontractors, suppliers, consultants or subconsultants at any tier, at the written request of the Consultant, 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 Consultant, 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.

INSURANCE REQUIREMENTS

F. Proof of Insurance – Insurance Certificate:

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

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

INSURANCE REQUIREMENTS

If requested by the Owner, the Consultant will, within 15 days after receipt of written request from the Owner make available for review a certified and redacted complete copy of the policies of insurance. The Consultant may redact those portions of the insurance policies that is proprietary/confidential and are not relevant to the coverage required by the contract. The Consultant 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, must be approved by the Owner's General Counsel and Executive Vice President of Legal Affairs or designee. The Consultant agrees to provide all documentation necessary for the Owner to review the deductible., The Commercial General Liability and Professional Liability coverages contains a \$100,000 per occurrence deductible. Consultant agrees to provide Owner with prior approval of changes to current deductible. Evidence of Insurance must clearly identify any such deductible, retention or other than a fully insured plan.
2. The Consultant will pay on behalf of the Owner, members of the Owner's governing body, the Owner's officers, volunteers, agents and its employees and to the extent required by the Florida Department of Transportation Grant Agreement, any deductible, self-insured retention (SIR), or difference from a fully insured program which, with respect to the required insurance, is applicable to any claim by or against the Owner, or any member of the Owner's governing body, or any officer or employee of the Owner.
3. The contract by the Owner to allow the use of a deductible, self-insurance or alternative risk or insurance program will be subject to periodic review by the Director of Risk Management. If, at any time, the Owner deems that the continued use of a deductible, self-insurance, or alternative risk or insurance program by the Consultant should not be permitted, the Owner may, upon 60 days' written notice to the Consultant, require the Consultant to replace or modify the deductible, self-insurance, or alternative risk or insurance program in a manner satisfactory to the Owner.
4. Any deductible amount, self-insurance, or alternative risk or insurance program's retention will be included and clearly described on the Certificate prior to any approval by the Owner. This is to include fully insured programs as to a zero deductible per the policy. Owner reserves the right to deny any Certificate not in compliance with this requirement.
5. To the extent required by Florida Department of Transportation Public Transportation Grant Agreement, the commercial general liability may not be subject to a self-insured retention. Subject to approval by the Owner under sub-paragraphs 1-4 above, the commercial general liability may contain a deductible, provided that such deductible shall be paid by the named insured.

H. Consultant's Insurance Primary:

The insurance required by the contract will apply on a primary and non-contributory basis (except for Worker's Compensation, Employers Liability, and Professional Liability policies) but only to the

INSURANCE REQUIREMENTS

extent of the services performed by Consultant, its subconsultants or anyone for whom Consultant is responsible. 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 Consultant.

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. Applicable Law:

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

J. Waiver of Subrogation:

The Consultant, 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 (except for the Professional Liability and Cyber Liability policies) 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 Consultant. The Consultant 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 (except for the Professional Liability and Cyber Liability policies) 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 Consultant, to the extent covered and paid for by any insurance maintained by the Consultant’s contractors, subcontractors, suppliers, consultants and subconsultants at each tier. The Consultant 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, professional liability, and cyber liability.”

K. Consultant’s Failure to Comply with Insurance Requirements:

1. Owner's Right to Procure Replacement Insurance

INSURANCE REQUIREMENTS

If, after the inception of the Contract, the Consultant or any of its contractors, subcontractors, suppliers, consultants, or subconsultants fail 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 Consultant insurance which provides, in whole or in part, the required insurance coverage.

2. Replacement Coverage at Sole Expense of Consultant

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

a. Consultant to Remain Fully Liable

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