

AMENDMENT NO. 2
AND RESTATEMENT

OF

AGREEMENT FOR CONSULTING SERVICES

This AMENDMENT No. 2 and RESTATEMENT is to the Agreement for Consulting Services which was entered into the 2nd day of May, 2013 by and between the Hillsborough County Aviation Authority, a public body corporate under the laws of the State of Florida, hereinafter referred to as the "Owner", and Stantec Consulting Services, Inc., a New York Corporation, authorized to do business in the State of Florida, hereinafter referred to as the "Consultant". With the execution of Amendment No. 2, the Owner and the Consultant, for the consideration stated herein, and other good and valuable consideration, hereto agree to amend certain Articles and provisions of the aforementioned Agreement as follows:

1. Modify ARTICLE 3 – SERVICES BY THE CONSULTANT by inserting Paragraph 3.10 as follows:

3.10 Press releases or other specialized publicity documents, including the Consultant's advertising and news bulletins, which are related to this Agreement 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 Agreement 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 contracts, subcontracts and other agreements.

2. Delete ARTICLE 4 – TIME, Paragraph 4.1 in its entirety and replace with the following:

4.1 Services to be rendered by the Consultant will commence subsequent to the execution of this Agreement in accordance with each work order. The Consultant will provide the services under this Agreement in accordance with a mutually agreed upon schedule. Time is of the essence for all applicable deadlines and notice requirements contained in this Agreement.

3. Delete ARTICLE 5 – PAYMENTS TO THE CONSULTANT, Paragraph 5.2 in its entirety and replace with the following:

5.2 These not-to-exceed amounts apply to work authorized during the period beginning May 2, 2013 until May 1, 2021.

4. Delete ARTICLE 6 – AUDITING REQUIREMENTS in its entirety and replace with the following:

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

6.1 Engagement(s) as used in this Agreement include, but are not limited to, Audit, Inspection or Attestation Engagements. In connection with payments to the Consultant under this Agreement, it is agreed the Consultant will maintain adequate records in accordance with generally accepted accounting practices. The Owner, Florida Department of Transportation, Federal Aviation Administration (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, may each have the right to initiate and perform Engagements over the Consultant's records for the purpose of determining payment eligibility under this Agreement or over selected operations performed by Consultant under this Agreement for the purpose of determining compliance with this Agreement. Access will be to all of the Consultant's records, including books, documents, papers, and records of the Consultant directly pertinent to this Agreement 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, the Consultant will arrange for said records to be brought to a location convenient to the Owner's auditors to conduct Engagements as set forth in this Article. Or, the Consultant may transport the Owner's team to a location where the records are kept other than Tampa International Airport for purposes of undertaking Engagements. In such event, the Consultant will pay reasonable costs of transportation, food and lodging for the Owner's team in accordance with the Owner's Travel and Business Development Expenses Policy. The Consultant agrees to deliver or provide access to all records requested by the Owner's auditors within 14 calendar days of the request at the initiation of the Engagement and to deliver or provide access to all other records requested during the Engagement within 7 calendar days of each request. The parties recognize that the Owner will incur damages if records requested by the Owner's auditors are not provided in a reasonable manner and that the amount of those damages is difficult to determine with certainty. Consequently, the parties agree that the Consultant may be charged liquidated damages of \$100.00, for each item in a records request, per calendar day, for each time the Consultant is late in submitting requested records to perform an Engagement. Accrual of liquidated damages will continue until specific performance is accomplished. These liquidated damages are not an exclusive remedy and the Owner retains its rights including but not limited to its rights to elect its remedies and pursue all legal and equitable remedies. The parties expressly agree that these liquidated damages are not a penalty and represent reasonable estimates of fair compensation for the losses that reasonably may be anticipated from such failure to comply.

6.2 In the event the Consultant maintains its accounting or project information in electronic format, upon request by the Owner's auditors, the Consultant will provide a download or extract of its accounting or project information in a computer readable format acceptable to the Owner at no additional cost.

6.3 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 (6) years after the completion date of any work order, or six (6) years after the termination of the Agreement, whichever occurs later.

6.4 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.

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

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

5. Delete ARTICLE 7 – OWNERSHIP OF DOCUMENTS in its entirety and replace with the following:

ARTICLE 7 – OWNERSHIP OF DOCUMENTS

7.1 The 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, instruments of service (other than working papers), including but not limited to, all Architectural Works as defined by the federal Architectural Works Copyright Protection Act (whether hard copy or electronically stored), prepared, developed or furnished by the Consultant or the consultant(s) employed or retained by the Consultant under this Agreement (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 the Owner. The Consultant will take all actions necessary to secure for the Owner all such right, title and interest. The Consultant warrants that all materials comprising the Project Documents are original with the 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. The 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. The Consultant will assign to the Owner any and all rights, including any copyrights, in the Project Documents that the Consultant or the consultant(s) employed or

retained by the Consultant on this Project may possess now or in the future, and the Consultant and its consultant(s) will claim no rights adverse to the Owner in the Project Documents. Any project as designed by the Consultant under this Agreement may be reused or repeated by the Owner at Owner's option or discretion at any time or times, including but not limited to, completion, addition, renovation, maintenance, reconstruction or remodeling of the project and construction of new projects. The Consultant hereby grants its consent to reuse of the Project Documents by the Owner for any and all such purposes. The Consultant shall retain its rights to all standard elements contained within the design, including standard details, specifications, or other design materials generated and authorized by the Consultant for its repeated, regular and ongoing use in plans, specifications, reports or other instruments of service for its clients. The Consultant will incorporate the terms of this Paragraph in all contracts with other consultants employed or retained by the Consultant to perform services on the work covered by this Agreement. Consultant shall include instructions on all as-built Project Documents that any reuse of such Project Documents must include a notification to Consultant of an intended reuse.

7.2 Submission or distribution of the Consultant's documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the rights reserved in Paragraph 3.10.

7.3 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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:
(813) 870-8721, ADMCENTRALRECORDS@TAMPAAIRPORT.COM, HILLSBOROUGH COUNTY AVIATION AUTHORITY, P.O. BOX 22287, TAMPA FL 33622.**

The 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 work contemplated by this Agreement.
- b. Upon request from the Owner's custodian of public records, provide the Owner with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat. or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Term of this Agreement and following completion of the Agreement.

- d. Upon completion of this Agreement, keep and maintain public records required by the Owner to perform the work. The 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 the Owner.

6. Delete ARTICLE 8 – INDEMNITY in its entirety and replace with the following:

ARTICLE 8 – INDEMNITY

8.1 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 Agreement, the Consultant will indemnify and hold harmless the Owner, its members, officers, agents, employees, and volunteers from any and all liabilities, suits, claims, expenses, losses, costs, fines and damages (including but not limited to claims for reasonable attorney's fees and dispute resolutions) caused in whole or in part by:

1. Negligent acts, omissions, negligence (including professional negligence and malpractice), recklessness, intentional wrongful conduct, activities, or operations;
2. Any breach of the terms of this Agreement;
3. Negligent performance, non-performance or purported performance of this Agreement;
4. Violation of any law, regulation, rule or ordinance; and/or
5. Infringement of any patent, copyright, trademark, trade dress or trade secret rights

by the Consultant or the Consultant's officers, employees, agents, volunteers, subcontractors, invitees, or any other person whether the liability, suit, claim, expense, loss, cost, fine or damages is caused in part by an indemnified party, except to the extent of the Owner's negligence or fault.

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

1. Negligent acts, omissions, negligence (including professional negligence and malpractice), recklessness, intentional wrongful conduct, activities, or operations;
2. Any breach of the terms of this Agreement;
3. Negligent performance, non-performance, or purported performance of this Agreement;
4. Violation of any law, regulation, rule or ordinance; and/or
5. Infringement of any patent, copyright, trademark, trade dress or trade secret rights

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.

8.3 If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by Fla. Stat. § 725.06(2)-(3) or Fla. Stat. § 725.08, then with respect to the part so limited, the 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 Agreement.

8.4 If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by Fla. Stat. § 725.06(1) or any other applicable law, then with respect to the part so limited the monetary limitation on the extent of the indemnification shall be the greater of the (i) monetary value of this Agreement, (ii) coverage amount of Commercial General Liability Insurance required under this Agreement, 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 Agreement.

8.5 The Consultant's obligations to defend and indemnify as described in this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that any suit, claim or other action against the Owner, its members, officers, agents, employees, and volunteers is fully and finally barred by the applicable statute of limitations or repose.

8.6 Nothing in this Article or Agreement 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. Consultant's obligations to indemnify under this Agreement will survive the expiration or earlier termination of this Agreement until it is determined by final judgement that an action against the Owner or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.

8.7 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.

8.8 If the above Article 8.1-8.7 or any part of Article 8.1-8.7 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.

8.9 Consultant's liability under this Agreement for indirect and consequential damages shall be limited to Ten Million Dollars (\$10,000,000.00).

7. Delete ARTICLE 9 – INSURANCE COVERAGES AND LIMITS in its entirety and replace with the following:

ARTICLE 9 – INSURANCE COVERAGES AND LIMITS

9.1 Consultant’s Liability Insurance

9.1.1 The Consultant will maintain the following limits and coverages uninterrupted or amended through the life of this Agreement. In the event the Consultant becomes in default of the following requirements, the Owner reserves the right to take whatever actions it deems necessary to protect its interest. Required liability and property insurance policies, other than Workers' Compensation/Employer's Liability and Professional Liability, will provide that the Owner, members of the Owner's governing body, and the Owner's officers, volunteers, agents, volunteers and employees are included as additional insureds. The Consultant shall require that all subcontractors and subconsultants maintain insurance meeting all the requirements stated herein with the sole exception that the Consultant shall determine the applicable limits for its subcontractors and subconsultants. The Consultant shall have subcontractors and subconsultants endorse all applicable policies to name the Owner, members of the Owner’s governing body, and the Owner’s officers, agents, volunteers and employees as Additional Insureds. Before subcontractor or subconsultant commences work under this Agreement, the Consultant will submit evidence that the subcontractor or subconsultant has complied with this provision to the Owner.

9.1.2 Workers' Compensation / Employer's Liability

The minimum limits of insurance inclusive of any amount provided by an umbrella or excess policy will be:

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

9.1.3 Commercial General Liability

The minimum limits of insurance inclusive of any amounts provided by an umbrella or excess policy without exclusion for independent contractors, XCU, or broad form property damage covering the work performed pursuant to this Agreement will be the amounts specified herein. Coverage will be provided for liability resulting out of, or in connection with, ongoing operations performed by, or on behalf of, the Consultant under this Agreement or the use or occupancy of the Owner’s premises by, or on behalf

of, the Consultant in connection with this Agreement. Completed operations coverage in the amount of \$5,000,000 will be maintained for a period of five years from the date of substantial completion (tail coverage). Coverage shall be per form CG 00 01 or its equivalent. Additional insurance coverage shall be per ISO Form CG 20 10 10 01 and CG 20 37 10 01 or their equivalent.

Agreement Specific

General Aggregate	\$ 5,000,000
Each Occurrence	\$ 5,000,000
Personal and Advertising Injury	\$ 5,000,000
Products and Completed Operations	\$ 5,000,000

9.1.4 Business Auto Liability

Coverage will be provided for all owned, hired and non-owned vehicles. Coverage shall be per form CA 00 01 or its equivalent.

The minimum limits of insurance inclusive of any amounts provided by an umbrella or excess policy covering the work performed pursuant to this Agreement will be:

Each Occurrence - Bodily Injury and Property Damage Combined	\$ 1,000,000
--	--------------

9.1.5 Professional Liability

Such insurance will be maintained throughout the Project and for five (5) years following completion of the Project work by the Consultant. Any deductible amount over \$50,000 must be approved in writing by the Owner. Coverage will include all work of the Consultant, including but not limited to areas with possible environmental impact, without any exclusions unless approved in writing by the Owner. The limits of coverage will not be less than:

Each Claim	\$ 10,000,000
Annual Aggregate	\$ 10,000,000

9.1.6 Environmental Impairment (Pollution) Liability:

N/A

9.2 CONTRACTUAL INSURANCE TERMS AND CONDITIONS

9.2.1 INSURANCE COVERAGE:

9.2.1.1 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 amounts and types of insurance conforming to the minimum requirements set forth in this Agreement. 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 or companies with AM Best ratings lower than A- or better and financial size category lower than VII may be approved on a case by case basis. Such insurance will be no more restrictive than that provided by the latest edition filed for use in the State of Florida by the insurance service office, without restrictive endorsements. If the insurer does not meet these requirements, the Owner retains the right to approve or disapprove the use of the insurer.

9.2.1.2 Term of Coverage:

Except as otherwise specified in this Agreement, the insurance will commence on or prior to the effective date of this Agreement and will be maintained in force throughout the duration of this Agreement. Five years' completed operations coverage must be maintained on all general liability policies and all professional liability policies, effective on the date of substantial completion of the design phase or the termination of this Agreement, whichever is earlier. If Professional or Pollution Liability coverage required is written on a claims made coverage form, the retroactive date must be shown, and this date must be before the earlier of the execution date of the Agreement or the beginning of Agreement work.

9.2.1.3 Reduction of Aggregate Limits:

If any reduction of an aggregate limit occurs, the Consultant will take immediate steps to have it reinstated. The policies shall be endorsed so that the specified policy limits are available for claims on this Project.

9.2.1.4 Cancellation Notice

Each of the insurance policies will be specifically endorsed to require the insurer to provide the Owner with 30 days written notice prior to the cancellation of the policy. The endorsement will specify that such notice will be sent to:

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

9.2.1.5 No Waiver by Approval/Disapproval:

The Owner accepts no responsibility for determining whether the Consultant's insurance is in full compliance with the insurance required by this Agreement. Neither the approval by the Owner nor the failure to disapprove the insurance furnished by the Consultant will relieve the Consultant of their full responsibility to provide the insurance required by this Agreement.

9.2.1.6 Future Modifications – Changes in Circumstances:

9.2.1.6.1 Changes in Coverage and Required Limits of Insurance

The coverage and minimum limits of insurance required by this Agreement are based on circumstances in effect at the inception of this Agreement. If in the opinion of the Owner circumstances merit a change in such coverage or minimum limits of insurance required by this Agreement, the Owner may change the coverage and minimum limits of insurance required and the Consultant will, within 60 days of receipt of written notice of a change in the coverage and minimum limits required, comply with such change and provide evidence of such compliance in the manner required by this Agreement. Provided, however, that no change in the coverage or minimum limits of insurance required will be made by the Owner until at least two (2) years after inception of this Amendment. Subsequent changes in the coverage or minimum limits of insurance will not be made by the Owner until at least two (2) years after any prior change by the Owner unless extreme conditions warrant such change and are agreeable to both parties.

Notwithstanding the foregoing, the Consultant may make a written request for a waiver with respect to the insurance requirements contained herein for specific subcontractors and subconsultants for good cause and the Owner will evaluate the request for waiver within ten calendar days of receipt and issue a decision. Any such modification will be subject to the prior written approval of the Owner and subject to the conditions of such approval.

The Owner expressly reserves the right, at its reasonable discretion, to adjust this Agreement and pursue alternative methods for the provision

of insurance and ancillary services associated with this Project. Alternative methods may include, but are not limited to, a controlled insurance program.

If, in the opinion of the Owner, compliance with the insurance requirements is not commercially practicable for the Consultant, at the written request of the Consultant, the Owner may, at its reasonable 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. Any such modification will be subject to the prior written approval of the Owner and subject to the conditions of such approval.

9.2.1.7 Proof of Insurance – Insurance Certificate:

9.2.1.7.1 Prior to Work, Use or Occupancy of Owner Premises

The Consultant will not commence work or use or occupy the Owner's premises in connection with this Agreement 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 this Agreement.

9.2.1.7.2 Proof of Insurance Coverage

As preliminary evidence of compliance with the insurance required by this Agreement, the Consultant will furnish the Owner with a certificate(s) of insurance satisfactory to the Owner. This certificate must be signed by an authorized representative of the insurer. The Consultant shall furnish the entity with endorsements effecting coverage as required by this Article. The endorsements are to be signed by a person authorized by insurer to bind coverage on its behalf. If requested by the Owner, the Consultant will, within 30 days after receipt of written request from the Owner, make available to the Owner for review a certified complete copy of the policies of insurance. The Consultant may redact those portions of the insurance policies that are not relevant to the coverage required by this Agreement. 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.

9.2.1.7.3 The insurance certificate must:

9.2.1.7.3.1 Indicate that, to the extent required by this Agreement, the Owner, members of the Owner's governing body, and the Owner's officers, agents, volunteers and employees are included as additional insured;

9.2.1.7.3.2 Indicate that the certificate has been issued in connection with this Agreement;

9.2.1.7.3.3 Indicate the amount of any deductible or self-insured retention applicable to all coverages;

9.2.1.7.3.4 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;
and

9.2.1.7.3.5 Be signed and dated using approved methods by an individual who is an authorized representative of each insurer, whose insurance is the subject of the certificate and who is authorized by each such insurer to issue the certificate of insurance as modified. Facsimile signatures are acceptable.

9.2.1.8 Deductibles / Self Insurance:

9.2.1.8.1 All property and builders risk deductibles, as well as all self-insured retentions or any schemes other than a fully insured program, must be approved by the Owner. The Consultant agrees to provide all documentation necessary for the Owner to review the deductible or alternative program.

9.2.1.8.2 The Consultant will pay on behalf of the Owner, or any member of the Owner's governing body or any officer or employee of the Owner, any deductible or self-insured retention (SIR) 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.

9.2.1.8.3 The agreement by the Owner to allow the use of a deductible or self-insurance program will be subject to periodic review by the Owner's Risk Management Department. If, at any time, the Owner deems that the continued use of a deductible or self-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 or self-insurance in a manner satisfactory to the Owner.

9.2.1.8.4 Any deductible amount or SIR program 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. The Owner reserves the right to deny any certificate not in compliance with this requirement.

9.2.1.9 Consultant's Insurance Primary:

The Consultant's required insurance will apply on a primary basis. Any insurance maintained by the Owner will be excess and will not contribute to the insurance provided by or on behalf of the Consultant. All policies will be endorsed so that Florida law, including but not limited to Part II of Chapter 627 F.S., will govern the interpretation of the policy.

9.2.1.10 Consultant's Failure to Comply with Insurance Requirements:

9.2.1.10.1 Owner's Right to Procure Replacement Insurance

If after the inception of this Agreement the Consultant fails to fully comply with the insurance requirements of this Agreement, in addition to and not in lieu of any other remedy available to the Owner provided by this Agreement, 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.

9.2.1.10.2 Replacement Coverage at Sole Expense of Consultant

The entire cost of any insurance procured by the Owner pursuant to this section will be paid by the Consultant without reimbursement from the Owner. 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 premium and a 15% administration cost.

9.2.1.10.3 Consultant to Remain Fully Liable

Except to the extent any insurance procured by the Owner pursuant to this section actually provides the insurance coverage required by this Agreement, the Consultant will remain fully liable for full compliance with the insurance requirements in this Agreement.

9.2.1.10.4 Owner's Right to Terminate, Modify, or Not Procure

Any insurance procured by the Owner pursuant to this section 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. The Owner is not obligated to procure any insurance pursuant to these requirements and retains the right, at its sole discretion, to terminate any such insurance which might be procured by the Owner pursuant to this section.

8. Delete ARTICLE 11 – CLAIMS AND DISPUTES in its entirety and replace with the following:

ARTICLE 11 – CLAIMS AND DISPUTES

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

11.2 Claims by the Consultant must be made in writing to the Owner no later than 20 calendar days following the occurrence of the event giving rise to such claim. The Consultant agrees that it waives any claims not made in writing to the Owner no later than 20 calendar days following the occurrence of the event giving rise to such claim. The Consultant agrees that it waives any claim unless written supporting data is 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. The following shall occur as a condition precedent to the Owner's review of a claim by Consultant unless waived in writing by the Owner:

11.2.1 Project Representatives' Meeting: Within five days (5) after a dispute occurs, the Consultant's project management personnel who have authority to resolve the dispute shall meet with the Owner's project representative(s) who has authority to resolve the dispute in a good faith attempt to resolve the dispute. If a party intends to be accompanied at a meeting by legal counsel, the other party

shall be given at least three (3) working days' notice of such and also may be accompanied by legal counsel. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of rules of evidence.

11.2.2 Management Representatives' Meeting: If the Project Representatives' Meeting fails to resolve the dispute or if they fail to meet, a senior executive(s) for the Consultant and for the Owner, neither of which have day to day Project management responsibilities, shall meet, within ten days (10) after a dispute occurs, in an attempt to resolve the dispute and any other identified disputes or any unresolved issues that may lead to dispute. If a party intends to be accompanied at a meeting by legal counsel, the other party shall be given at least three (3) working days' notice of such and also may be accompanied by legal counsel. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of rules of evidence.

11.2.3 Following the Project Representatives' Meeting and the Management Representatives' Meeting, the Owner will review the Consultant's claims and may (1) request additional information from the Consultant which will be immediately provided to the Owner, or (2) render a decision on all or part of the claim. The Owner will notify the Consultant in writing of the disposition of the claim within 21 days following the receipt of such claim or receipt of additional information requested.

11.3 Unless otherwise agreed in writing and notwithstanding any other rights or obligations of either of the parties under this Agreement, 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 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 claim, dispute or other matter in question during the pendency of any proceedings to resolve such claims, disputes or other matters in question.

11.4 Documents in support of the claim referred to in this Article may be subject to an independent Engagement by the Owner. In the event the Engagement supports the 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.

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

11.6 For good cause, the Owner may waive the time limits mandated by Article 11.

9. Modify ARTICLE 14 – NOTICES AND ADDRESS OF RECORD by inserting the following:

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

14.2.1. Mail or Hand-delivery: David A. Kemper, P.E.
Senior Principal
Stantec Consulting Services, Inc.
777 S. Harbour Island Boulevard, Suite 600
Tampa FL 33602-5729

10. Delete ARTICLE 15 – TERM OF AGREEMENT in its entirety and replace with the following:

This Agreement will commence on the date awarded by the Board and will remain in effect until May 1, 2021. Individual work orders will have effective dates and completion dates for the related scope of work. Provided, however, that any work orders issued prior to the termination date of this Agreement will continue until complete.

11. Delete Paragraph 16.3 – TERMINATION OF AGREEMENT in its entirety and replace with the following:

16.3 In the event of termination for cause, the Owner may retain payments due to the Consultant at the date of termination related to a bona fide, good faith dispute regarding the services invoiced or a final, third-party determination that the Consultant is liable to the Owner for claims asserted by the Owner.

12. Delete ARTICLE 19 – TRUTH IN NEGOTIATIONS in its entirety and replace with the following:

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 Agreement are accurate, complete and current at the time of contracting and that the original Agreement price and any additions or work orders will be adjusted to exclude any significant sums where the Owner determines the Agreement 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 Agreement.

13. Delete ARTICLE 23 – NON-DISCRIMINATION in its entirety and replace with the following:

ARTICLE 23 – NON-DISCRIMINATION

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

23.1.1 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 Agreement.

23.1.2 Civil Rights. The Consultant, with regard to the work performed by it under the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR part 21. During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest agrees to comply with the following nondiscrimination statutes and authorities, including but not limited to:

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

23.1.2.2 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

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

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

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

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

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

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

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

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

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

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

23.1.3 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 Agreement and the Regulations relative to non-discrimination on the grounds of race, color or national origin.

23.1.4 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 the 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.

23.1.5 Sanctions for Non-compliance. In the event of the Consultant's non-compliance with the non-discrimination provisions of this Agreement, 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 Agreement until the Consultant complies, and/or cancellation, termination or suspension of the Agreement, in whole or in part.

23.1.6 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.

23.1.7 The 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 the 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. The Consultant, if required by such regulations, will provide assurances to the Owner that the Consultant will undertake an affirmative action program and will require the same of its subconsultants.

14. Delete ARTICLE 24 - WOMAN AND MINORITY OWNED BUSINESS ENTERPRISE ASSURANCES in its entirety and replace with the following:

ARTICLE 24 - WOMAN AND MINORITY OWNED BUSINESS ENTERPRISE (W/MBE) ASSURANCES

24.1 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 Agreement and are made a part hereof.

24.1.1 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 Agreement. The Consultant will carry out applicable requirements of the Authority's W/MBE Policy and Programs in the award and administration of contracts. Failure by the Consultant to carry out these requirements is a material breach of the Agreement, which may result in the termination of the Agreement or such other remedy as the Authority deems appropriate which may include, but not limited to:

24.1.1.1 Withholding monthly progress payments;

24.1.1.2 Assessing sanctions;

24.1.1.3 Liquidated damages; and/or

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

24.1.2 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.

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

24.2 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 Agreement, 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.

- 24.3 W/MBE Goals. In compliance with the Owner's W/MBE Policy and Program, the Consultant's minimum W/MBE commitment is established as the sum total of the verified Letter(s) of Intent for each portion of the Project submitted with their response. The W/MBE goal stated below is the sum total of the certified W/MBE's listed in the Consultant's fee and scope proposal which is attached hereto and which will be enforceable under the terms of this Agreement. The Consultant will demonstrate that they will subcontract to certified W/MBEs at least 6% of the total dollar amount earned on the Agreement.
- 24.4 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 Agreement 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.
- 24.5 W/MBE Termination and Substitution: The Consultant will not terminate a W/MBE for convenience without the Authority'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.
- 24.6 Reporting Requirements: The Consultant agrees that, within 15 days after the expiration of each calendar month during the term of the Agreement beginning on the effective date of the Agreement, 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 the Agreement 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.
- 24.7 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 the Agreement. Opportunities for W/MBE participation will be reviewed prior to the exercise of any renewal, extension or material amendment of the Agreement to consider whether an adjustment in the W/MBE requirement is warranted. Without limiting the requirements of the Agreement, the Owner

reserves the right to review and approve all subleases or subcontracts utilized by the Consultant for the achievement of these goals.

24.8 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 Agreement. 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.

24.9 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 Agreement, 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:

24.9.1 Withholding of payments to the Consultant under this Agreement until the Consultant complies; and/or

24.9.2 Assessing sanctions; and/or

24.9.3 Liquidated damages; and/or

24.9.4 Cancellation, termination or suspension of this Agreement in whole or in part; and/or

24.9.5 Suspension or debarment of Consultant from eligibility to contract with the Owner in the future or to receive bid packages or request for qualification (RFQ) packages, pursuant to the Owner's Policy P414, Suspension/Debarment of Contractors.

15. Delete ARTICLE 25 – E-VERIFY REQUIREMENT in its entirety and replace with the following:

ARTICLE 25 – E-VERIFY REQUIREMENT

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.

16. Add ARTICLE 27 – FLA. STAT. § 558.0035 NOTICE

ARTICLE 27 – FLA. STAT. § 558.0035 NOTICE

SUBJECT TO THE LIMITATIONS CONTAINED IN FLORIDA STATUTES SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE.

17. Add ARTICLE 28 – SUSTAINABILITY GOALS

ARTICLE 28 – SUSTAINABILITY GOALS

28.1 The Consultant acknowledges that the Owner may establish Leadership in Energy and Environmental Design (“LEED”) and/or other sustainability goals (LEED and other sustainability goals shall be hereafter referred to together as “Sustainability Goals”) for Work Orders as part of this Agreement. The Sustainability Goals will be set forth in further detail in future Work Orders.

28.2 The Consultant represents to the Owner that it is experienced in green building principles and practices, including the current version of the LEED rating system, and that it has sufficient, experienced personnel on staff, including, but not limited to, one or more LEED Accredited Professionals with specialty, who will oversee and coordinate Sustainability Goals certification process for the projects. The Consultant acknowledges that the above representations constituted a material inducement in the Owner’s decision to engage the Consultant in connection with the projects included in the Work Orders.

28.3 The Consultant shall perform all services under this Agreement in a manner consistent with the LEED certification and other Sustainability Goals established by the Owner for the projects included in the Work Orders. Unless otherwise stipulated in this Agreement, the Consultant shall register the projects with the appropriate certification entity, specify, collect, and review the required submittals, certifications, reports, and other documentation and submit the collected submittals, certifications, reports, and other documentation to the Green Building Certification Institute (“GBCI”) or other appropriate certification entity for the purpose of achieving the desired Sustainability Goals certification.

28.4 The Consultant shall perform an analysis of costs and benefits of sets of design features affecting the Sustainability Goals being pursued by the Owner. The Consultant shall select a set of design parameters that support these Sustainability Goals. The Consultant shall summarize and maintain the targeted Sustainability Goals in a checklist. The Consultant's services include identification of contractor credits necessary to meet Sustainability Goals.

28.5 The costs for the Consultant's coordination of and participation in the Sustainability Goals process shall be included in its Basic Services and/or Reimbursable Expenses, and the Consultant shall not be entitled to any additional compensation as a result of its coordination of and its participation in the Sustainability Goals process.

28.6 The Consultant's obligation to perform Basic Services and/or use Reimbursable Expenses relating to Sustainability Goals for the projects included in the Work Orders shall continue until issuance of the certification by the appropriate certification entity, including but not limited to, the filing of an appeal and participation in the appeal process in the event that Sustainability Goals certification is denied for any reason that relates, in whole in or in part, to negligence or failure to comply with Sustainability Goals requirements on the part of the Consultant and/or its Subconsultants. The Consultant shall remain similarly involved if any delay in issuance or denial of Sustainability Goals Certification is attributable to the actions or inactions on the part of any Contractor or Subcontractor; provided, however, that in such an event, the Consultant shall be compensated on an Additional Services basis for its services.

28.7 In the event that any action or inaction on the part of the Consultant or any Subconsultant threatens the Owner's ability to obtain Sustainability Goals Certification for projects included in the Work Orders, the Consultant and its Subconsultants shall promptly take all actions that may be reasonably necessary to correct the situation, including but not limited to, revising the Drawings and Specifications, at no additional cost to Owner.

28.8 The Consultant shall be liable for all damages, losses, costs and expenses (collectively, "Damages") incurred by Owner, that arise out of or relate to the failure to obtain Sustainability Goals Certification for the projects included in the Work Orders to the extent caused by or arising out of negligence on the part of the Consultant in the performance of professional services under this Agreement.

18. This Amendment No. 2 and Amendment No. 1 are hereby incorporated into a Restatement attached hereto as Exhibit No. 1. In the event of a conflict between the Amendments, the Restatement will govern.

19. All other terms remain in full force and effect and are hereby ratified and confirmed.

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 _____, 2017.

ATTEST:

STANTEC CONSULTING SERVICES, INC.

By: _____

Title: _____

Print Name

(Affix Corporate Seal)

Print Address

Signed, sealed, and delivered in the presence of:

Witness

Print Name

Witness

Print Name

Notary for Stantec Consulting Services, Inc.

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by _____ in the capacity of _____ of Stantec Consulting Services, Inc., on its behalf. (He is / She is)(Personally known to me /not personally known to me) and has produced the following document of identification _____, and (they / he / she) (did / did not) take an oath.

(Seal of Notary)

Signature of Notary

Print, or type Name of Notary

By the Owner this _____ day of _____, 2017.

HILLSBOROUGH COUNTY AVIATION AUTHORITY

(Affix Corporate Seal)

By: _____
Robert I. Watkins, Chairman

ATTEST:

Victor D. Crist, Secretary

Signed, sealed, and delivered
in the presence of:

REVIEWED BY:

Witness

Beth Zurenko, Director of Real Estate

Print Name

Witness

Print Name

APPROVED AS TO FORM FOR LEGAL SUFFICIENCY:

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 this ____ day of _____, 2017, by Robert I. Watkins, in the capacity of Chairman, and by Victor D. Crist, in the capacity of Secretary, Hillsborough County Aviation Authority, a public body corporate under the laws of the State of Florida, on its behalf. They are personally known to me and they did not take an oath.

Signature of Notary

Print, Type, or Stamp Commissioned Name of Notary

EXHIBIT NO. 1

RESTATEMENT

OF

AGREEMENT FOR CONSULTING SERVICES FOR
PROJECT NO. 5985 13 COMMERCIAL REAL ESTATE
DEVELOPMENT – PRELIMINARY PLANNING AND
DESIGN

BETWEEN

HILLSBOROUGH COUNTY AVIATION AUTHORITY

AND

DATED May 2, 2013

TABLE OF CONTENTS

ARTICLE 1 - PROJECT 3

ARTICLE 2 – AGREEMENT ADMINISTRATION 3

ARTICLE 3 - SERVICES BY THE CONSULTANT 3

ARTICLE 4 – TIME..... 5

ARTICLE 5 - PAYMENTS TO THE CONSULTANT..... 5

ARTICLE 6 – OWNER’S RIGHT TO PERFORM AUDITS, INSPECTIONS, OR ATTESTATION
ENGAGEMENTS 7

ARTICLE 7 - OWNERSHIP OF DOCUMENTS 9

ARTICLE 8 - INDEMNITY 10

ARTICLE 9 - INSURANCE COVERAGES AND LIMITS 12

ARTICLE 10 – WAIVER OF CLAIMS..... 19

ARTICLE 11 – CLAIMS AND DISPUTES 19

ARTICLE 12 - ASSISTANCE IN LITIGATION..... 21

ARTICLE 13 – CONFLICT OF INTEREST 21

ARTICLE 14 – NOTICES AND ADDRESS OF RECORD 21

ARTICLE 15 - TERM OF AGREEMENT..... 22

ARTICLE 16 - TERMINATION OF AGREEMENT 22

ARTICLE 17 – SUSPENSION OF WORK 23

ARTICLE 18 - SUCCESSORS AND ASSIGNS..... 23

ARTICLE 19 - TRUTH IN NEGOTIATIONS 23

ARTICLE 20 - CERTIFICATION OF CONSULTANT..... 23

ARTICLE 21 - PUBLIC ENTITY CRIME CERTIFICATION 23

ARTICLE 22 - AGREEMENT MADE IN FLORIDA 24

ARTICLE 23 - NON-DISCRIMINATION 24

ARTICLE 24 – WOMAN AND MINORITY OWNED BUSINESS ENTERPRISE (W/MBE) ASSURANCES. 26

ARTICLE 25 – E-VERIFY REQUIREMENT.....29

ARTICLE 26 - COMPLETE AGREEMENT 29

ARTICLE 27 – FLA. STAT. § 558.0035 NOTICE.....30

ARTICLE 28 – SUSTAINABILITY GOALS.....30

ATTACHMENT 1 – BASIC SERVICES

ATTACHMENT 2 – ADDITIONAL SERVICES

ATTACHMENT 3 – FEE PROPOSAL

ATTACHMENT 4 – E-VERIFY CERTIFICATION

AGREEMENT FOR CONSULTING SERVICES

This Agreement for consulting services is made and entered into this 2nd day of May, 2013 by and between the Hillsborough County Aviation Authority, a public body corporate under the laws of the State of Florida, hereinafter referred to as the "Owner" and Stantec Consulting Services, Inc., a New York Corporation, authorized to do business in the State of Florida, hereinafter referred to as the "Consultant". The Authority and the Consultant hereby agree as follows:

ARTICLE 1 - PROJECT

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

Provide consulting services in accordance with Section 287.055, Florida Statutes, in connection with Authority Project No. 5985 13, Commercial Real Estate Development – Preliminary Planning and Design.

ARTICLE 2 – AGREEMENT ADMINISTRATION

This Agreement 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 Agreement will be as follows, and in general accordance with the Owner's request for proposal dated January 16, 2013, entitled "Hillsborough County Aviation Authority, Request For Qualifications for Commercial Real Estate Development – Preliminary Planning and Design", Addendum #1 Final dated January 29, 2013, the Consultant's proposal to the Owner dated February 12, 2013, entitled "Hillsborough County Aviation Authority Response to Request for Qualifications, Commercial Real Estate Development – Preliminary Planning and Design No. 13-411-011", and the Consultant's rate tables dated April 23, 2013, which are incorporated herein by reference, and the Consultant's revised rate tables dated March 4, 2016, which are attached hereto as "Attachment 3 – March 4, 2016 (Revised for Amendment No. 1)", and incorporated by reference. In the event of any conflicts between this Agreement and any other documents, the precedence in resolving such conflicts will be as follows:

- 3.1.1. This Agreement
- 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 David A. Kemper, whose business address is 2205 N. 20th Street, Tampa, FL 33605, and who is a qualified licensed professional, to serve as the project manager. The project manager will be authorized and responsible to act on behalf of the Consultant with respect to directing, coordinating and administering all aspects of the services to be provided and

performed under this Agreement. Consultant designates Mike Kennedy, whose title is Vice President, whose business address is 2205 N. 20th Street, Tampa, FL 33605, to have full authority to bind and obligate the Consultant on all matters arising out of or relating to this Agreement. The Consultant agrees that the project manager 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 manager will be subject to the prior approval and acceptance of the Owner.

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

3.4. Additional services under this Agreement will, at the request of the Owner, include those in Attachment 2.

3.5. The Consultant agrees, within seven calendar days of receipt of a written request from the Owner, to promptly remove and replace the project manager, or any other personnel employed or retained by the 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 Agreement, 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 – the need for a flexible procedure to facilitate timely response as to yet undefined, but reasonably anticipated needs for professional services will be authorized by execution of work orders. The exact scope of services to be performed by the Consultant will depend upon events that develop throughout the term of this Agreement. 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 design deliverables.

3.7. 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 Agreement.

3.8. 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 terms of this Agreement. The Consultant will be solely responsible for the technical completeness and accuracy of all work performed under this Agreement.

3.9. The Consultant will comply with all Owner rules, regulations, policies, procedures and directives.

3.10 Press releases or other specialized publicity documents, including the Consultant's advertising and news bulletins, which are related to this Agreement 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 Agreement 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 contracts, subcontracts and other agreements.

ARTICLE 4 – TIME

4.1. Services to be rendered by the Consultant will commence subsequent to the execution of this Agreement in accordance with each work order. The Consultant will provide the services under this Agreement in accordance with a mutually agreed upon schedule. Time is of the essence for all applicable deadlines and notice requirements contained in this Agreement.

4.2. 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 5 - PAYMENTS TO THE CONSULTANT

5.1. Consultant will be paid on an hourly basis at the agreed upon fees shown on Attachment 3, Fee Proposal, or on a negotiated lump sum basis, for consulting services in support of Authority Project No. 5985 13, Commercial Real Estate Development – Preliminary Planning and Design. The parties acknowledge and agree that it is their intention to incorporate in each work order under this Agreement the amount and basis of payments to be made to the Consultant. Payments will be made on the basis of a lump sum or a not-to-exceed price, at the sole discretion of the Owner, for each work order.

5.2. These not-to-exceed amounts apply to work authorized during the period beginning May 2, 2013 until May 1, 2021.

5.3. Payments based on a not-to-exceed price - For the services described in any work order based on a not-to-exceed price, the Consultant's sole compensation will be a payment or payments computed as a multiple of actual hourly salary for each person actually engaged in the provision of services, the total of which payment or payments will not exceed the not-to-exceed price under the relevant work order. Invoicing shall be monthly, and will be based on actual employee hours expended and associated rates. The following provisions will govern the calculation of payments based on a not-to-exceed price:

5.3.1. Payment to Consultant – Compensation for the Consultant's employees will be

computed at a multiple of _____ times the employee's actual hourly salary for professional services.

5.3.2. Payments to Consultant for Subconsultants – Compensation for subconsultants will be in accordance with actual invoices submitted by subconsultants to the Consultant.

5.4. Payments Based on Lump Sum Price – For services described in any work order based on a lump sum price, the Consultant's sole compensation will be a payment or payments not to exceed the lump sum price set forth in the work order. Invoicing shall be monthly, on a percent complete basis.

5.5. 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 work order. Each work order under this Agreement 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:

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

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

5.5.3. If not performed by the Consultant, the cost of boundary surveys, topographic surveys, land surveys, establishment of boundaries and monuments, field surveys, photogrammetry, field layouts of construction, construction layout, control staking, and related office computations and drafting.

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

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

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

5.5.7. Expenses for parking at Tampa International Airport and transportation related to

the Project including airplane travel and automobile; and, in the event of 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 on travel and relevant procedures, as 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.

5.5.8. Materials for study models, film and processing expenses.

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

5.7. Invoices for services, verified to the satisfaction of the Owner, will be rendered by the third of each month. The Consultant will submit two executed originals and two copies of invoices including, a detailed accounting of the value of work performed to date by certified 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.

5.8. 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.

5.9. Any compensation paid pursuant to a multiplier or lump sum price will constitute full payment for all costs, including but not limited to, employee benefits, overhead, general administrative costs, profit and all other unallocated expenses.

5.10. The Consultant agrees to pay each subconsultant under this Agreement 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 Authority. This clause applies to both W/M/DBE and non-W/M/DBE subconsultants.

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

6.1 Engagement(s) as used in this Agreement include, but are not limited to, Audit, Inspection or Attestation Engagements. In connection with payments to the Consultant under this Agreement, it is agreed the Consultant will maintain adequate records in accordance with generally accepted accounting practices. The Owner, Florida Department of Transportation, Federal Aviation Administration (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, may each have the right to initiate and perform Engagements over the Consultant's records for the purpose of determining payment eligibility under this Agreement or over selected operations performed by Consultant under this Agreement for the purpose of determining compliance with this Agreement. Access will be to all of the Consultant's records, including books, documents, papers, and records of the Consultant directly pertinent to this Agreement 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, the Consultant will arrange for said records to be brought to a location convenient to the Owner's auditors to conduct Engagements as set forth in this Article. Or, the Consultant may transport the Owner's team to a location where the records are kept other than Tampa International Airport for purposes of undertaking Engagements. In such event, the Consultant will pay reasonable costs of transportation, food and lodging for the Owner's team in accordance with the Owner's Travel and Business Development Expenses Policy. The Consultant agrees to deliver or provide access to all records requested by the Owner's auditors within 14 calendar days of the request at the initiation of the Engagement and to deliver or provide access to all other records requested during the Engagement within 7 calendar days of each request. The parties recognize that the Owner will incur damages if records requested by the Owner's auditors are not provided in a reasonable manner and that the amount of those damages is difficult to determine with certainty. Consequently, the parties agree that the Consultant may be charged liquidated damages of \$100.00, for each item in a records request, per calendar day, for each time the Consultant is late in submitting requested records to perform an Engagement. Accrual of liquidated damages will continue until specific performance is accomplished. These liquidated damages are not an exclusive remedy and the Owner retains its rights including but not limited to its rights to elect its remedies and pursue all legal and equitable remedies. The parties expressly agree that these liquidated damages are not a penalty and represent reasonable estimates of fair compensation for the losses that reasonably may be anticipated from such failure to comply.

6.2 In the event the Consultant maintains its accounting or project information in electronic format, upon request by the Owner's auditors, the Consultant will provide a download or extract of its accounting or project information in a computer readable format acceptable to the Owner at no additional cost.

6.3 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 (6) years after the completion date of any work order, or six (6) years after the termination of the Agreement, whichever occurs later.

6.4 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.

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

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

ARTICLE 7 - OWNERSHIP OF DOCUMENTS

7.1 The 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, instruments of service (other than working papers), including but not limited to, all Architectural Works as defined by the federal Architectural Works Copyright Protection Act (whether hard copy or electronically stored), prepared, developed or furnished by the Consultant or the consultant(s) employed or retained by the Consultant under this Agreement (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 the Owner. The Consultant will take all actions necessary to secure for the Owner all such right, title and interest. The Consultant warrants that all materials comprising the Project Documents are original with the 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. The 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. The Consultant will assign to the Owner any and all rights, including any copyrights, in the Project Documents that the Consultant or the consultant(s) employed or retained by the Consultant on this Project may possess now or in the future, and the Consultant and its consultant(s) will claim no rights adverse to the Owner in the Project Documents. Any project as designed by the Consultant under this Agreement may be reused or repeated by the Owner at Owner's option or discretion at any time or times, including but not limited to, completion, addition, renovation, maintenance, reconstruction or remodeling of the project and construction of new projects. The Consultant hereby grants its consent to reuse of the Project Documents by the Owner for any and all such purposes. The Consultant shall retain its rights to all standard elements contained within the design, including standard details, specifications, or other design materials generated and authorized by the Consultant for its repeated, regular and ongoing use in plans, specifications, reports or other instruments of service for its clients. The Consultant will incorporate the terms of this Paragraph in all contracts with other consultants employed or retained by the Consultant to perform services on the work covered by this Agreement. Consultant shall include instructions on all as-built Project Documents that any reuse of such Project Documents must include a notification to Consultant of an intended reuse.

7.2 Submission or distribution of the Consultant's documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the rights reserved in Paragraph 3.10.

7.3 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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

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

The 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 work contemplated by this Agreement.
- b. Upon request from the Owner's custodian of public records, provide the Owner with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat. or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Term of this Agreement and following completion of the Agreement.
- d. Upon completion of this Agreement, keep and maintain public records required by the Owner to perform the work. The 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 the Owner.

ARTICLE 8 - INDEMNITY

8.1 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 Agreement, the Consultant will indemnify and hold harmless the Owner, its members, officers, agents, employees, and volunteers from any and all liabilities, suits, claims, expenses, losses, costs, fines and damages (including but not limited to claims for reasonable attorney's fees and dispute resolutions) caused in whole or in part by:

1. Negligent acts, omissions, negligence (including professional negligence and malpractice), recklessness, intentional wrongful conduct, activities, or operations;
2. Any breach of the terms of this Agreement;
3. Negligent performance, non-performance or purported performance of this Agreement;
4. Violation of any law, regulation, rule or ordinance; and/or
5. Infringement of any patent, copyright, trademark, trade dress or trade secret rights

by the Consultant or the Consultant's officers, employees, agents, volunteers, subcontractors, invitees, or any other person whether the liability, suit, claim, expense, loss, cost, fine or damages is caused in part by an indemnified party, except to the extent of the Owner's negligence or fault.

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

1. Negligent acts, omissions, negligence (including professional negligence and malpractice), recklessness, intentional wrongful conduct, activities, or operations;
2. Any breach of the terms of this Agreement;
3. Negligent performance, non-performance, or purported performance of this Agreement;
4. Violation of any law, regulation, rule or ordinance; and/or
5. Infringement of any patent, copyright, trademark, trade dress or trade secret rights

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.

8.3 If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by Fla. Stat. § 725.06(2)-(3) or Fla. Stat. § 725.08, then with respect to the part so limited, the 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 Agreement.

8.4 If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by Fla. Stat. § 725.06(1) or any other applicable law, then with respect to the part so limited the monetary limitation on the extent of the indemnification shall be the greater of the (i) monetary value of this Agreement, (ii) coverage amount of Commercial General Liability Insurance required under this Agreement, 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 Agreement.

8.5 The Consultant's obligations to defend and indemnify as described in this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that any suit, claim or other action against the Owner, its members, officers, agents, employees, and volunteers is fully and finally barred by the applicable statute of limitations or repose.

8.6 Nothing in this Article or Agreement 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. Consultant's obligations to indemnify under this Agreement will survive the expiration or earlier termination of this Agreement until it is determined by final judgement that an action against the Owner or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.

8.7 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.

8.8 If the above Article 8.1-8.7 or any part of Article 8.1-8.7 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.

8.9 Consultant's liability under this Agreement for indirect and consequential damages shall be limited to Ten Million Dollars (\$10,000,000.00).

ARTICLE 9 - INSURANCE COVERAGES AND LIMITS

9.1 Consultant's Liability Insurance

9.1.1 The Consultant will maintain the following limits and coverages uninterrupted or amended through the life of this Agreement. In the event the Consultant becomes in default of the following requirements, the Owner reserves the right to take whatever actions it deems necessary to protect its interest. Required liability and property insurance policies, other than Workers' Compensation/Employer's Liability and Professional Liability, will provide that the Owner, members of the Owner's governing body, and the Owner's officers, volunteers, agents, volunteers and employees are included as additional insureds. The Consultant shall require that all subcontractors and subconsultants maintain insurance meeting all the requirements stated herein with the sole exception that the Consultant shall determine the applicable limits for its subcontractors and subconsultants. The Consultant shall have subcontractors and subconsultants endorse all applicable policies to name the Owner, members of the Owner's governing body, and the Owner's officers, agents, volunteers and employees

as Additional Insureds. Before subcontractor or subconsultant commences work under this Agreement, the Consultant will submit evidence that the subcontractor or subconsultant has complied with this provision to the Owner.

9.1.2 Workers' Compensation / Employer's Liability

The minimum limits of insurance inclusive of any amount provided by an umbrella or excess policy will be:

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

9.1.3 Commercial General Liability

The minimum limits of insurance inclusive of any amounts provided by an umbrella or excess policy without exclusion for independent contractors, XCU, or broad form property damage covering the work performed pursuant to this Agreement will be the amounts specified herein. Coverage will be provided for liability resulting out of, or in connection with, ongoing operations performed by, or on behalf of, the Consultant under this Agreement or the use or occupancy of the Owner’s premises by, or on behalf of, the Consultant in connection with this Agreement. Completed operations coverage in the amount of \$5,000,000 will be maintained for a period of five years from the date of substantial completion (tail coverage). Coverage shall be per form CG 00 01 or its equivalent. Additional insurance coverage shall be per ISO Form CG 20 10 10 01 and CG 20 37 10 01 or their equivalent.

	<u>Agreement Specific</u>
General Aggregate	\$ 5,000,000
Each Occurrence	\$ 5,000,000
Personal and Advertising Injury	\$ 5,000,000
Products and Completed Operations	\$ 5,000,000

9.1.4 Business Auto Liability

Coverage will be provided for all owned, hired and non-owned vehicles. Coverage shall be per form CA 00 01 or its equivalent.

The minimum limits of insurance inclusive of any amounts provided by an umbrella or excess policy covering the work performed pursuant to this Agreement will be:

Each Occurrence - Bodily Injury and

Property Damage Combined

\$ 1,000,000

9.1.5 Professional Liability

Such insurance will be maintained throughout the Project and for five (5) years following completion of the Project work by the Consultant. Any deductible amount over \$50,000 must be approved in writing by the Owner. Coverage will include all work of the Consultant, including but not limited to areas with possible environmental impact, without any exclusions unless approved in writing by the Owner. The limits of coverage will not be less than:

Each Claim

\$ 10,000,000

Annual Aggregate

\$ 10,000,000

9.1.6 Environmental Impairment (Pollution) Liability:

N/A

9.2 CONTRACTUAL INSURANCE TERMS AND CONDITIONS

9.2.1 INSURANCE COVERAGE:

9.2.1.1 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 amounts and types of insurance conforming to the minimum requirements set forth in this Agreement. 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 or companies with AM Best ratings lower than A- or better and financial size category lower than VII may be approved on a case by case basis. Such insurance will be no more restrictive than that provided by the latest edition filed for use in the State of Florida by the insurance service office, without restrictive endorsements. If the insurer does not meet these requirements, the Owner retains the right to approve or disapprove the use of the insurer.

9.2.1.2 Term of Coverage:

Except as otherwise specified in this Agreement, the insurance will commence on or prior to the effective date of this Agreement and will be maintained in force throughout the duration of this Agreement. Five years' completed operations coverage must be maintained on all general liability policies and all professional liability policies, effective on the date of substantial completion of the design phase or the termination of this Agreement, whichever is earlier. If

Professional or Pollution Liability coverage required is written on a claims made coverage form, the retroactive date must be shown, and this date must be before the earlier of the execution date of the Agreement or the beginning of Agreement work.

9.2.1.3 Reduction of Aggregate Limits:

If any reduction of an aggregate limit occurs, the Consultant will take immediate steps to have it reinstated. The policies shall be endorsed so that the specified policy limits are available for claims on this Project.

9.2.1.4 Cancellation Notice

Each of the insurance policies will be specifically endorsed to require the insurer to provide the Owner with 30 days written notice prior to the cancellation of the policy. The endorsement will specify that such notice will be sent to:

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

9.2.1.5 No Waiver by Approval/Disapproval:

The Owner accepts no responsibility for determining whether the Consultant's insurance is in full compliance with the insurance required by this Agreement. Neither the approval by the Owner nor the failure to disapprove the insurance furnished by the Consultant will relieve the Consultant of their full responsibility to provide the insurance required by this Agreement.

9.2.1.6 Future Modifications – Changes in Circumstances:

9.2.1.6.1 Changes in Coverage and Required Limits of Insurance

The coverage and minimum limits of insurance required by this Agreement are based on circumstances in effect at the inception of this Agreement. If in the opinion of the Owner circumstances merit a change in such coverage or minimum limits of insurance required by this Agreement, the Owner may change the coverage and minimum limits of insurance required and the Consultant will, within 60 days of receipt of written notice of a change in the coverage and minimum limits required, comply with such change and provide evidence of such compliance in the manner required by this Agreement. Provided, however, that no change in the coverage or minimum limits of insurance required will be made by

the Owner until at least two (2) years after inception of this Amendment. Subsequent changes in the coverage or minimum limits of insurance will not be made by the Owner until at least two (2) years after any prior change by the Owner unless extreme conditions warrant such change and are agreeable to both parties.

Notwithstanding the foregoing, the Consultant may make a written request for a waiver with respect to the insurance requirements contained herein for specific subcontractors and subconsultants for good cause and the Owner will evaluate the request for waiver within ten calendar days of receipt and issue a decision. Any such modification will be subject to the prior written approval of the Owner and subject to the conditions of such approval.

The Owner expressly reserves the right, at its reasonable discretion, to adjust this Agreement and pursue alternative methods for the provision of insurance and ancillary services associated with this Project. Alternative methods may include, but are not limited to, a controlled insurance program.

If, in the opinion of the Owner, compliance with the insurance requirements is not commercially practicable for the Consultant, at the written request of the Consultant, the Owner may, at its reasonable 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. Any such modification will be subject to the prior written approval of the Owner and subject to the conditions of such approval.

9.2.1.7 Proof of Insurance – Insurance Certificate:

9.2.1.7.1 Prior to Work, Use or Occupancy of Owner Premises

The Consultant will not commence work or use or occupy the Owner's premises in connection with this Agreement 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 this Agreement.

9.2.1.7.2 Proof of Insurance Coverage

As preliminary evidence of compliance with the insurance required by this Agreement, the Consultant will furnish the Owner with a certificate(s) of insurance satisfactory to the Owner. This certificate must

be signed by an authorized representative of the insurer. The Consultant shall furnish the entity with endorsements effecting coverage as required by this Article. The endorsements are to be signed by a person authorized by insurer to bind coverage on its behalf. If requested by the Owner, the Consultant will, within 30 days after receipt of written request from the Owner, make available to the Owner for review a certified complete copy of the policies of insurance. The Consultant may redact those portions of the insurance policies that are not relevant to the coverage required by this Agreement. 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.

9.2.1.7.3 The insurance certificate must:

9.2.1.7.3.1 Indicate that, to the extent required by this Agreement, the Owner, members of the Owner's governing body, and the Owner's officers, agents, volunteers and employees are included as additional insured;

9.2.1.7.3.2 Indicate that the certificate has been issued in connection with this Agreement;

9.2.1.7.3.3 Indicate the amount of any deductible or self-insured retention applicable to all coverages;

9.2.1.7.3.4 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;
and

9.2.1.7.3.5 Be signed and dated using approved methods by an individual who is an authorized representative of each insurer, whose insurance is the subject of the certificate and who is authorized by each such insurer to issue the certificate of insurance as modified. Facsimile signatures are acceptable.

9.2.1.8 Deductibles / Self Insurance:

9.2.1.8.1 All property and builders risk deductibles, as well as all

self-insured retentions or any schemes other than a fully insured program, must be approved by the Owner. The Consultant agrees to provide all documentation necessary for the Owner to review the deductible or alternative program.

9.2.1.8.2 The Consultant will pay on behalf of the Owner, or any member of the Owner's governing body or any officer or employee of the Owner, any deductible or self-insured retention (SIR) 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.

9.2.1.8.3 The agreement by the Owner to allow the use of a deductible or self-insurance program will be subject to periodic review by the Owner's Risk Management Department. If, at any time, the Owner deems that the continued use of a deductible or self-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 or self-insurance in a manner satisfactory to the Owner.

9.2.1.8.4 Any deductible amount or SIR program 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. The Owner reserves the right to deny any certificate not in compliance with this requirement.

9.2.1.9 Consultant's Insurance Primary:

The Consultant's required insurance will apply on a primary basis. Any insurance maintained by the Owner will be excess and will not contribute to the insurance provided by or on behalf of the Consultant. All policies will be endorsed so that Florida law, including but not limited to Part II of Chapter 627 F.S., will govern the interpretation of the policy.

9.2.1.10 Consultant's Failure to Comply with Insurance Requirements:

9.2.1.10.1 Owner's Right to Procure Replacement Insurance

If after the inception of this Agreement the Consultant fails to fully comply with the insurance requirements of this Agreement, in addition to and not in lieu of any other remedy available to the Owner provided by this Agreement, 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.

9.2.1.10.2 Replacement Coverage at Sole Expense of Consultant

The entire cost of any insurance procured by the Owner pursuant to this section will be paid by the Consultant without reimbursement from the Owner. 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 premium and a 15% administration cost.

9.2.1.10.3 Consultant to Remain Fully Liable

Except to the extent any insurance procured by the Owner pursuant to this section actually provides the insurance coverage required by this Agreement, the Consultant will remain fully liable for full compliance with the insurance requirements in this Agreement.

9.2.1.10.4 Owner's Right to Terminate, Modify, or Not Procure

Any insurance procured by the Owner pursuant to this section 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. The Owner is not obligated to procure any insurance pursuant to these requirements and retains the right, at its sole discretion, to terminate any such insurance which might be procured by the Owner pursuant to this section.

ARTICLE 10 – WAIVER OF CLAIMS

The Consultant's acceptance of final payment for any work order will constitute a full waiver of any and all claims, except for insurance company subrogation claims, by it against the Owner arising out of this Agreement or individual work order or otherwise related to the Project, except for insurance company subrogation claims and clauses 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 11 – CLAIMS AND DISPUTES

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

11.2 Claims by the Consultant must be made in writing to the Owner no later than 20 calendar days following the occurrence of the event giving rise to such claim. The Consultant agrees that it waives any claims not made in writing to the Owner no later than 20 calendar days following the occurrence of the event giving rise to such claim. The Consultant agrees that it waives any claim unless written supporting data is 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. The following shall occur as a condition precedent to the Owner's review of a claim by Consultant unless waived in writing by the Owner:

11.2.1 Project Representatives' Meeting: Within five days (5) after a dispute occurs, the Consultant's project management personnel who have authority to resolve the dispute shall meet with the Owner's project representative(s) who has authority to resolve the dispute in a good faith attempt to resolve the dispute. If a party intends to be accompanied at a meeting by legal counsel, the other party shall be given at least three (3) working days' notice of such and also may be accompanied by legal counsel. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of rules of evidence.

11.2.2 Management Representatives' Meeting: If the Project Representatives' Meeting fails to resolve the dispute or if they fail to meet, a senior executive(s) for the Consultant and for the Owner, neither of which have day to day Project management responsibilities, shall meet, within ten days (10) after a dispute occurs, in an attempt to resolve the dispute and any other identified disputes or any unresolved issues that may lead to dispute. If a party intends to be accompanied at a meeting by legal counsel, the other party shall be given at least three (3) working days' notice of such and also may be accompanied by legal counsel. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of rules of evidence.

11.2.3 Following the Project Representatives' Meeting and the Management Representatives' Meeting, the Owner will review the Consultant's claims and may (1) request additional information from the Consultant which will be immediately provided to the Owner, or (2) render a decision on all or part of the claim. The Owner will notify the Consultant in writing of the disposition of the claim within 21 days following the receipt of such claim or receipt of additional information requested.

11.3 Unless otherwise agreed in writing and notwithstanding any other rights or obligations of either of the parties under this Agreement, 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 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 claim, dispute or other matter in question during the pendency of any proceedings to resolve such claims, disputes or other matters in question.

11.4 Documents in support of the claim referred to in this Article may be subject to an independent Engagement by the Owner. In the event the Engagement supports the 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.

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

11.6 For good cause, the Owner may waive the time limits mandated by Article 11.

ARTICLE 12 - ASSISTANCE IN LITIGATION

The Consultant will render assistance to and on behalf of the Owner in litigation in connection with or arising out of this Agreement, including any 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 13 – 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 have any such interest will be employed to perform these services.

ARTICLE 14 – NOTICES AND ADDRESS OF RECORD

14.1. All notices required or made pursuant to this Agreement 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:

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

14.1.2. Hand-delivery: Hillsborough County Aviation Authority
Tampa International Airport
Third Level, Blue Side

Tampa, FL 33607
Attention: Chief Executive Officer

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

14.2.1. Mail or Hand-delivery: David A. Kemper, P.E.
Senior Principal
Stantec Consulting Services, Inc.
777 S. Harbour Island Boulevard, Suite 600
Tampa FL 33602-5729

ARTICLE 15 - TERM OF AGREEMENT

This Agreement will commence on the date awarded by the Board and will remain in effect until May 1, 2021. Individual work orders will have effective dates and completion dates for the related scope of work. Provided, however, that any work orders issued prior to the termination date of this Agreement will continue until complete.

ARTICLE 16 - TERMINATION OF AGREEMENT

16.1. This Agreement may be terminated by the Owner with or without cause upon at least seven days' written notice to the Consultant.

16.2. 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.

16.3 In the event of termination for cause, the Owner may retain payments due to the Consultant at the date of termination related to a bona fide, good faith dispute regarding the services invoiced or a final, third-party determination that the Consultant is liable to the Owner for claims asserted by the Owner.

16.4. Upon 30 days' written notice to Owner, Consultant may terminate this Agreement if Consultant is not in default of any term, provision, or covenant of this Agreement only upon or after the occurrence of any of the following events: the inability of Consultant to perform work at an Owner airport for which a work order has been issued for a period of longer than 90 consecutive days due to war, terrorism, or the issuance of any order, rule or regulation by a competent governmental authority or court having jurisdiction over the Owner preventing 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 17 – 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 18 - SUCCESSORS AND ASSIGNS

The Consultant binds itself, its partners, successors, assigns and legal representatives with respect to all covenants of this Agreement and may not assign, sublet or transfer its interest in this Agreement without prior written consent of the Owner.

ARTICLE 19 - 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 Agreement are accurate, complete and current at the time of contracting and that the original Agreement price and any additions or work orders will be adjusted to exclude any significant sums where the Owner determines the Agreement 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 Agreement.

ARTICLE 20 - CERTIFICATION OF CONSULTANT

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 Agreement, 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 Agreement. If the Owner finds that Consultant violates this provision, the Owner may terminate this Agreement and any underlying work orders without liability and, at its discretion, deduct from the Agreement or work order, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration.

ARTICLE 21 - PUBLIC ENTITY CRIME CERTIFICATION

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 engineer 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.

ARTICLE 22 - AGREEMENT MADE IN FLORIDA

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

ARTICLE 23 - NON-DISCRIMINATION

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

23.1.1 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 Agreement.

23.1.2 Civil Rights. The Consultant, with regard to the work performed by it under the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR part 21. During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest agrees to comply with the following nondiscrimination statutes and authorities, including but not limited to:

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

23.1.2.2 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

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

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

23.1.2.5 The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et

seq.), (prohibits discrimination on the basis of age);

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

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

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

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

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

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

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

23.1.3 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 Agreement and the Regulations relative to non-discrimination on the grounds of race, color or national origin.

23.1.4 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 the 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.

23.1.5 Sanctions for Non-compliance. In the event of the Consultant's non-compliance with the non-discrimination provisions of this Agreement, 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 Agreement until the Consultant complies, and/or cancellation, termination or suspension of the Agreement, in whole or in part.

23.1.6 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.

23.1.7 The 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 the 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. The Consultant, if required by such regulations, will provide assurances to the Owner that the Consultant will undertake an affirmative action program and will require the same of its subconsultants.

ARTICLE 24 – WOMAN AND MINORITY OWNED BUSINESS ENTERPRISE (W/MBE) ASSURANCES

24.1 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 Agreement and are made a part hereof.

24.1.1 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

Agreement. The Consultant will carry out applicable requirements of the Authority's W/MBE Policy and Programs in the award and administration of contracts. Failure by the Consultant to carry out these requirements is a material breach of the Agreement, which may result in the termination of the Agreement or such other remedy as the Authority deems appropriate which may include, but not limited to:

24.1.1.1 Withholding monthly progress payments;

24.1.1.2 Assessing sanctions;

24.1.1.3 Liquidated damages; and/or

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

24.1.2 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.

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

24.2 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 Agreement, 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.

24.3 W/MBE Goals. In compliance with the Owner's W/MBE Policy and Program, the Consultant's minimum W/MBE commitment is established as the sum total of the verified Letter(s) of Intent for each portion of the Project submitted with their response. The W/MBE goal stated below is the sum total of the certified W/MBE's listed in the Consultant's fee and scope proposal which is attached hereto and which will be enforceable under the terms of this Agreement. The Consultant will demonstrate that they will subcontract to certified W/MBEs at least 6% of the total dollar amount earned on the Agreement.

24.4 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 Agreement 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.

- 24.5 W/MBE Termination and Substitution: The Consultant will not terminate a W/MBE for convenience without the Authority'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.
- 24.6 Reporting Requirements: The Consultant agrees that, within 15 days after the expiration of each calendar month during the term of the Agreement beginning on the effective date of the Agreement, 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 the Agreement 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.
- 24.7 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 the Agreement. Opportunities for W/MBE participation will be reviewed prior to the exercise of any renewal, extension or material amendment of the Agreement to consider whether an adjustment in the W/MBE requirement is warranted. Without limiting the requirements of the Agreement, the Owner reserves the right to review and approve all subleases or subcontracts utilized by the Consultant for the achievement of these goals.
- 24.8 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 Agreement. 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.
- 24.9 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 Agreement, 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:

- 24.9.1 Withholding of payments to the Consultant under this Agreement until the Consultant complies; and/or
- 24.9.2 Assessing sanctions; and/or
- 24.9.3 Liquidated damages; and/or
- 24.9.4 Cancellation, termination or suspension of this Agreement in whole or in part; and/or
- 24.9.5 Suspension or debarment of Consultant from eligibility to contract with the Owner in the future or to receive bid packages or request for qualification (RFQ) packages, pursuant to the Owner's Policy P414, Suspension/Debarment of Contractors.

ARTICLE 25 – E-VERIFY REQUIREMENT

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.

ARTICLE 26 - COMPLETE AGREEMENT

This Agreement represents the entire and fully integrated agreement between the Owner and the Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and the Consultant.

ARTICLE 27 – FLA. STAT. § 558.0035 NOTICE

SUBJECT TO THE LIMITATIONS CONTAINED IN FLORIDA STATUTES SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE.

ARTICLE 28 – SUSTAINABILITY GOALS

28.1 The Consultant acknowledges that the Owner may establish Leadership in Energy and Environmental Design (“LEED”) and/or other sustainability goals (LEED and other sustainability goals shall be hereafter referred to together as “Sustainability Goals”) for Work Orders as part of this Agreement. The Sustainability Goals will be set forth in further detail in future Work Orders.

28.2 The Consultant represents to the Owner that it is experienced in green building principles and practices, including the current version of the LEED rating system, and that it has sufficient, experienced personnel on staff, including, but not limited to, one or more LEED Accredited Professionals with specialty, who will oversee and coordinate Sustainability Goals certification process for the projects. The Consultant acknowledges that the above representations constituted a material inducement in the Owner’s decision to engage the Consultant in connection with the projects included in the Work Orders.

28.3 The Consultant shall perform all services under this Agreement in a manner consistent with the LEED certification and other Sustainability Goals established by the Owner for the projects included in the Work Orders. Unless otherwise stipulated in this Agreement, the Consultant shall register the projects with the appropriate certification entity, specify, collect, and review the required submittals, certifications, reports, and other documentation and submit the collected submittals, certifications, reports, and other documentation to the Green Building Certification Institute (“GBCI”) or other appropriate certification entity for the purpose of achieving the desired Sustainability Goals certification.

28.4 The Consultant shall perform an analysis of costs and benefits of sets of design features affecting the Sustainability Goals being pursued by the Owner. The Consultant shall select a set of design parameters that support these Sustainability Goals. The Consultant shall summarize and maintain the targeted Sustainability Goals in a checklist. The Consultant’s services include identification of contractor credits necessary to meet Sustainability Goals.

28.5 The costs for the Consultant’s coordination of and participation in the Sustainability Goals process shall be included in its Basic Services and/or Reimbursable Expenses, and the Consultant shall not be entitled to any additional compensation as a result of its coordination of and its participation in the Sustainability Goals process.

28.6 The Consultant’s obligation to perform Basic Services and/or use Reimbursable Expenses relating to Sustainability Goals for the projects included in the Work Orders shall continue until issuance of the certification by the appropriate certification entity, including but

not limited to, the filing of an appeal and participation in the appeal process in the event that Sustainability Goals certification is denied for any reason that relates, in whole in or in part, to negligence or failure to comply with Sustainability Goals requirements on the part of the Consultant and/or its Subconsultants. The Consultant shall remain similarly involved if any delay in issuance or denial of Sustainability Goals Certification is attributable to the actions or inactions on the part of any Contractor or Subcontractor; provided, however, that in such an event, the Consultant shall be compensated on an Additional Services basis for its services.

28.7 In the event that any action or inaction on the part of the Consultant or any Subconsultant threatens the Owner's ability to obtain Sustainability Goals Certification for projects included in the Work Orders, the Consultant and its Subconsultants shall promptly take all actions that may be reasonably necessary to correct the situation, including but not limited to, revising the Drawings and Specifications, at no additional cost to Owner.

28.8 The Consultant shall be liable for all damages, losses, costs and expenses (collectively, "Damages") incurred by Owner, that arise out of or relate to the failure to obtain Sustainability Goals Certification for the projects included in the Work Orders to the extent caused by or arising out of negligence on the part of the Consultant in the performance of professional services under this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]