

CONTRACT FOR DESIGN PROFESSIONAL SERVICES
FOR PROJECT NO.

BETWEEN

HILLSBOROUGH COUNTY AVIATION AUTHORITY

AND

GRESHAM SMITH AND PARTNERS

DATED OCTOBER 5, 2017

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CONTRACT FOR DESIGN PROFESSIONAL SERVICES

This Contract for Design Professional Services is made and entered into this 5th day of October, 2017 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 Gresham Smith and Partners, a Tennessee General Partnership, authorized to do business in the State of Florida, hereinafter referred to as the "Design Professional". The Owner and the Design Professional hereby agree as follows:

ARTICLE 1 - PROJECT

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

Provide design professional services in accordance with Section 287.055, Florida Statutes, in connection with the Commercial Ground Transportation Facility and Main Terminal West Side Ground Transportation Hold Area at Tampa International Airport.

ARTICLE 2 - CONTRACT ADMINISTRATION

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

ARTICLE 3 - SERVICES BY THE DESIGN PROFESSIONAL

3.1 The services that the Design Professional will provide to the Owner under this Contract will be as follows, and in general accordance with the Owner's Request for Qualifications, except for scope provisions covering Work or Services performed under the Design-Builder's Part 1 Contract, dated March 6, 2014, entitled "Request for Qualifications Consolidated Rental Car Facility and Automated People Mover", which is attached hereto as Exhibit 1, and the Design Professional's fee and scope proposals dated September 15, 2017, entitled "5526 16 Commercial Ground Transportation Facility" and "8700 14 Quad Lots Ground Transportation (QLGT) at Bag Claim Level of Main Terminal (West end)", which are attached hereto as Attachment 1 and incorporated by reference. In the event of any conflicts between this Contract and any other documents, the precedence in resolving such conflicts will be as follows:

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

3.2 Design Professional designates Matt DeLoatche, whose business address is 302 Knights Run Ave., Suite 900, Tampa, FL 33602, and who is a qualified licensed professional, to serve as the project manager. The project manager will be authorized and responsible to act on behalf of the Design Professional with respect to directing, coordinating and administering all aspects of the services to be provided and performed under this Contract. Design Professional designates Matthew Harrell, whose title is Division Vice President, whose business address is 302 Knights Run Ave., Suite 900, Tampa, FL 33602, to have full authority to bind and obligate the Design Professional on all matters arising out of or relating to this Contract. The Design Professional agrees that the project manager will devote whatever time is required to satisfactorily manage the services to be provided and performed by the Design Professional hereunder. Any replacement of the project manager will be subject to the prior approval and acceptance of the Owner.

3.3 Not Used.

3.4 Not Used.

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

3.6 Work Order Process - work orders are intended to be discrete working documents that will provide, in summary form, the background and factual context within which a particular work element or series of work elements will be completed by the Design Professional. Each work order will include a scope of services, level of effort and related costs. Work orders will be construed to be in addition to, supplementary to, and consistent with the provisions of this Contract. Upon request by the Owner, Design Professional will prepare and submit a work order to the Owner for review and approval. Work order forms will be provided by the Owner along with a detailed outline of design deliverables. Contracts involving multiple project numbers or airport locations will require work orders to identify basic services and reimbursement expense amounts per project and/or location.

3.7 The Design Professional will perform professional services provided for in each work order executed between the parties. Such professional services will be performed exercising that degree of skill and care ordinarily exercised by professionals performing similar services for similar projects of similar size and complexity, and in accordance with the terms of this Contract. The Design Professional will be solely responsible for the technical completeness and accuracy of all work performed under this Contract.

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

ARTICLE 4 - TIME

4.1 Services to be rendered by the Design Professional will commence subsequent to the execution of this Contract in accordance with each work order. Barring only force majeure events, and events or conditions beyond the reasonable control of the Design professional services will be performed in accordance with the agreed schedule for each work order. Time is of the essence with respect to the performance of this Contract.

4.2 Should the Design Professional fail to commence, provide, perform or complete any of the services to be provided in a timely and diligent manner, in addition to any other rights or remedies available to the Owner, the Owner at its sole discretion and option may withhold any and all payments due and owing to the Design Professional until such time as the Design Professional resumes performance of its obligations in such a manner so as to satisfy the Owner.

ARTICLE 5 - PAYMENTS TO THE DESIGN PROFESSIONAL

5.1 The amount for the performance of basic services and direct and reimbursable expenses required under this Contract, will be in a not-to-exceed amount of Four Hundred Eighty One Thousand Three Hundred Twenty and No One Hundredths Dollars (\$481,320.00), which includes all fees for subconsultants.

5.2 Not Used.

5.3 Not Used.

5.4 Invoiced amounts will be based on the Design Professional's and team member's most recent audited overhead rate or agreed upon overhead rate, personnel direct labor rates, negotiated profit and actual time billed to the Project as substantiated by backup acceptable to the Owner and supported by monthly progress reports:

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

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

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

5.4.3 An employee basic services spreadsheet based on the Fee and Scope Proposal in Excel format listing the employee's name, employee's classification and

employee's raw rate must be submitted before the professional service invoice submittal. If there are changes such as new employees, new classification or new raw rate, then a labor change indicator must be completed on an updated basic services spreadsheet. Any changes to an employee basic services spreadsheet must have prior approval by the Owner. All basic service billings must be accompanied by a rate & hour verification sheet submitted within the submittal as well as in Microsoft Excel format.

- 5.4.4 Basic services invoices that are submitted with a professional service invoice that are older than 90 days before the submission date will not be reimbursed. Basic services performed before the work order effective date will not be reimbursed.
- 5.4.5 Timesheets are required as supporting backup for all basic services invoice amounts. Hours billed must be clearly identified.
- 5.4.6 Overtime on any basic services must be pre-approved by the Owner.
- 5.4.7 Basic services must be organized using standard separators to identify the basic services being billed.
- 5.4.8 Rebalancing between tasks or fees must be requested with the first overage billing, along with an explanation for the overage and confirmation that the total Contract amount will not be exceeded. Proposed supporting sheets are to be submitted at the request for rebalancing.
- 5.4.9 All permit requirements, acceptable deliverables and badges are required to be submitted seven days before submission of a final professional service invoice.
- 5.4.10 If deficiencies are found, a standard deficiency e-mail will be sent to the Design Professional to resolve within three business days. If the deficiency is not resolved within that time, the professional service invoice will be returned.

5.5 Payments for Reimbursable Expenses. The Design Professional will be reimbursed at cost for all expenses, except travel and subsistence which will be reimbursed in accordance with Owner Policy, in an amount not to exceed the maximum reimbursable amount provided for in each individual work order. Each work order under this Contract will identify the type of expenses that will be eligible for reimbursement and the maximum reimbursable amount for that work order. As specified hereinafter, the Design Professional's direct and reimbursable expenses include only paragraphs 5.5.4 through 5.5.23. Paragraphs 5.5.1 through 5.5.3 are not included in the Design Professional's proposed Scope of Work in Attachment No. 1 and if required, will be considered an additional service:

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

- 5.5.2 The cost of securing a recognized testing laboratory which will perform all necessary testing of materials and all shop and mill inspection of materials and equipment as will be required during construction of the assigned work in the Project.
- 5.5.3 The cost of boundary surveys, topographic surveys, land surveys, establishment of boundaries and monuments, field surveys, photogrammetry, field layouts of construction, construction layout, control staking, and related office computations and drafting.
- 5.5.4 The cost of outside special consultants to advise and assist Design Professional throughout the Project.
- 5.5.5 The actual cost of reproduction of review plans and specifications, the construction contract plans and specifications required for the securing of bids for the assigned work in the Project and for the use of contractors, subcontractors, testing laboratories, and others having need for such prints during construction.
- 5.5.6 All costs for long distance telephone calls, postage and overnight express delivery and couriers related to the Project.
- 5.5.7 Expenses for parking at Tampa International Airport and transportation related to the Project including airplane travel and automobile; and, in the event overnight travel related to the Project is required, cost of meals and lodging. All travel expenses will be reimbursed in accordance with the Owner's Policy and Standard Procedure on travel and business development expenses, as both may be amended from time to time. Only travel expenses incurred in the performance of the Owner's business are reimbursable. The most efficient and economical means of transportation is required. All travel must be pre-approved by the Owner. Employee expense sheets are required as well as supporting original or legible copies of all receipts.
- 5.5.8 Materials for study models, film and processing expenses.
- 5.5.9 The actual costs of all fees and permits required by and paid to agencies having jurisdiction. This does not include impact or development fees paid directly by the Owner or building permit fees paid by the construction contractor.
- 5.5.10 Invoiced amounts for multiple projects or multiple locations must be identified per project and/or location.
- 5.5.11 All subconsultant signed agreements must be submitted at time of billing. Subconsultant agreements must include a provision providing the Owner the same rights to audit at the subconsultant level in all of its subconsultant agreements executed to effect project completion.

- 5.5.12 Receipts/Invoices that are submitted with a professional service invoice that are older than 90 days before the submission date will not be reimbursed. Receipts/Invoices for expenses before the work order effective date will not be reimbursed.
- 5.5.13 Mileage within the Tri-County Area (Hillsborough, Pinellas, Pasco) will not be reimbursed. Mileage is part of travel which must be pre-approved by the Owner.
- 5.5.14 Legible copies of receipts/invoices that have not been altered are required for reimbursement. Receipts/Invoices must be identified by employee and employer, and include justification of expense.
- 5.5.15 Equipment purchased for and paid by the Owner must be identified when invoiced so that an asset tag can be attached to that equipment. A detail listing in Excel format must be submitted with the invoice when equipment is purchased.
- 5.5.16 No purchases of alcohol will be reimbursed by the Owner.
- 5.5.17 Meals for Owner or local consultant staff members will not be reimbursed.
- 5.5.18 No front loading on Progress Payments is allowed. Progress Payments are limited to the actual invoiced amounts.
- 5.5.19 Pre-approval from the Owner is necessary for office or petty cash expenditures.
- 5.5.20 Reimbursable expenses must be presented as a package organized in the following manner: Reimbursement Tracking Form, actual invoices identifying item numbers as it appears on the Reimbursement Tracking Form. The Reimbursement Tracking Form is required to be submitted electronically in Microsoft Excel format, as is the supporting documentation for the submitted professional service invoice.
- 5.5.21 Rebalancing between tasks or fees must be requested with the first overage billing, along with an explanation for the overage and confirmation that the total Contract amount will not be exceeded. Proposed supporting sheets are to be submitted at the request for rebalancing.
- 5.5.22 All permit requirements, acceptable deliverables and badges are required to be submitted seven days before submission of a final professional service invoice.
- 5.5.23 If deficiencies are found, a standard deficiency e-mail will be sent to the Design Professional to resolve within three business days. If the deficiency is not resolved within that time, the professional service invoice will be returned.

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

design.

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

5.8 Whenever compensation is paid to the Design Professional on a reimbursable basis, records as to the direct expense will be kept on a generally recognized accounting basis and will be submitted with each invoice.

5.9 Any compensation paid pursuant to a not-to-exceed amount will constitute full payment for all costs including, but not limited to, employee benefits, overhead, general administrative costs, profit and all other unallocated expenses.

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

5.11 With the exception of the month of September, all applications for payment will be submitted to the Authority by the twenty-fifth of each month. In the event that the twenty-fifth of the month falls on a Saturday or Sunday, applications for payment are due the next business day. Payment will be made by the third Friday of the month. Applications for payment submitted more than 20 days prior to the third Friday of the month will be rejected and returned. Due to the end of fiscal year financial closeout, September applications for payment will be submitted by September 19th, and in the event that the 19th falls on a Saturday or Sunday, applications for payment are due the next business day and subsequent payments will be made the second Friday of October. Such applications for payment submitted more than 20 days prior to the second Friday of October will be rejected and returned.

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

6.1 Engagement(s) as used in this Contract include, but are not limited to, Audits, Inspections, or Attestation Engagements. In connection with payments to the Design Professional under this Contract, it is agreed the Design Professional will maintain adequate records in accordance with generally accepted accounting practices. The Owner, Florida Department of Transportation, Federal Aviation Administration, Federal Highway Administration, Florida Department of Financial

Services, Florida Auditor General, Florida Inspector General, Florida Chief Financial Officer, and the Comptroller General of the United States, or any duly authorized representative of each, have the right to initiate and perform Engagements over the Design Professional's records for the purpose of determining payment eligibility under the Contract or over selected operations performed by Design Professional under this Contract for the purpose of determining compliance with the Contract. Access will be to all of the Design Professional's records, including books, documents, papers, and records of Design Professional directly pertinent to this Contract or any work order, as well as records of parent, affiliate and subsidiary companies. If the records are kept at locations other than Tampa International Airport, Design Professional will arrange for said records to be brought to a location convenient to Owner's auditors to conduct Engagements as set forth in this Article. Or, Design Professional may transport Owner's team to location where the records are kept other than Tampa International Airport for purposes of undertaking Engagements. In such event, Design Professional will pay reasonable costs of transportation, food and lodging for Owner's team in accordance with Owner's Travel and Business Development Expenses Policy. Design Professional agrees to deliver or provide access to all records requested by Owner's auditors within 14 calendar days of the request at the initiation of Engagement and to deliver or provide access to all other records requested during the Engagement within 7 calendar days of each request. The parties recognize that Owner will incur damages if records requested by Owner's auditors are not provided in a timely manner and that the amount of those costs is difficult to determine with certainty. Consequently, the parties agree that Design Professional may be charged liquidated damages of \$100.00, for each item in a records request, per calendar day, for each time Design Professional is late in submitting requested records to perform an Engagement. Accrual of fee will continue until specific performance is accomplished. This liquidated damages rate is not an exclusive remedy and Owner retains its rights including but not limited to its rights to elect its remedies and pursue all legal and equitable remedies. The parties expressly agree that these liquidated damages are not a penalty and represent reasonable estimates of fair compensation for the losses that reasonably may be anticipated from such failure to comply.

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

6.3 The Owner has the right during the Engagement to interview the Design Professional's employees and subconsultants, make photocopies, and inspect any and all records pertinent to this Contract or any work order at reasonable times. The right to initiate an Engagement will extend for six years after the completion date of any work order, or six years after the termination of this Contract, whichever occurs later.

6.4 In the event the Design Professional has overcharged the Owner for direct and reimbursable expenses, the Design Professional will re-pay the Owner the amount of the overcharge and the Owner may assess interest of up to 12% per year on the overcharge from the date the overcharge occurred. In addition, if the Design Professional has overcharged the Owner by more than 3% of the gross direct and reimbursable amount, the Owner may assess and the Design Professional will pay for the entire cost of the Engagement.

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

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

ARTICLE 7 - OWNERSHIP OF DOCUMENTS

7.1 Design Professional acknowledges and agrees that all records, documents, drawings, notes, tracings, plans, specifications, maps, evaluations, reports and other technical data, models, renderings and electronic data (other than working papers), prepared, developed or furnished by Design Professional or the design professional(s) employed or retained by the Design Professional under this Contract (Project Documents) will be and remain the property of the Owner. Project Documents will be deemed to be works made for hire, and all right, title and interest in and to the Project Documents will be vested in Owner. Design Professional will take all actions necessary to secure for Owner all such right, title and interest. Design Professional warrants that all materials comprising the Project Documents are original with Design Professional and have not been copied or derived from any other material without the express written consent of the owner, proprietor and/or copyright holder of that other material, and are not subject to any other claim of copyright by any other person. Design Professional will obtain any and all licenses necessary for the production and preparation of the Project Documents including, without limitation, licenses for the use of any material subject to copyright by other parties. Design Professional will assign to Owner any and all rights, including any copyrights, in the Project Documents that Design Professional or the design professional(s) employed or retained by the Design Professional on this Project may possess now or in the future, and Design Professional and its design professional(s) will claim no rights adverse to Owner in the Project Documents. Design Professional agrees to defend, indemnify and hold harmless the Owner and its Board members, officers, and employees from and against any liabilities, claims, costs or expenses as a result of any alleged infringement of third party rights in the documents described herein. If this clause is found to conflict in any way with Florida law, the clause will be considered modified by such law to the extent necessary to remedy the conflict. Any project as designed by Design Professional under this Contract may be reused or repeated by Owner at Owner's option or discretion at any time or times, including but not limited to, completion, addition, renovation, maintenance, reconstruction or remodeling of the project and construction of new projects. Design Professional hereby grants its consent to reuse of the Project Documents by Owner for any and all such purposes, and Owner agrees that Design Professional shall be without any liability for Owner's use of the Project Documents for any such purpose without the participation of the Design Professional. The Design Professional will incorporate the terms of this Paragraph in all contracts with design professionals employed or retained by the Design Professional to perform services covered by this Contract.

7.2 Submission or distribution of the Design Professional's Project Documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the rights reserved in Paragraph 3.8.

7.3 CHAPTER 119, FLA. STATUTES REQUIREMENTS

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

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

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

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

ARTICLE 8 - INDEMNITY

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

1. Presence on, use or occupancy of the Owner's property;

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

by the Design Professional or the Design Professional's officers, employees, agents, volunteers, subcontractors, invitees, or any other person whether the liability, suit, claim, expense, loss, cost, fine or damages is caused in part by an indemnified party.

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

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

by the Design Professional or the Design Professional's officers, employees, agents, volunteers, subcontractors, invitees, or any other person directly or indirectly employed or utilized by the Design Professional regardless of whether it is caused in part by the Owner, its members, officers, agents, employees, or volunteers. This duty to defend exists immediately upon presentation of written notice of a suit, claim or action of any nature to the Design Professional by a party entitled to a defense hereunder.

8.3 If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by Fla. Stat. § 725.06(2)-(3) or Fla. Stat. § 725.08, then with respect to the part so limited, the Design Professional agrees to the following: To the maximum extent permitted by Florida law, the Design Professional will indemnify and hold harmless the Owner, its

members, officers, agents, employees, and volunteers from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fee, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Design Professional and persons employed or utilized by the Design Professional in the performance of this Contract.

8.4 If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by Fla. Stat. § 725.06(1) or any other applicable law, then with respect to the part so limited the monetary limitation on the extent of the indemnification shall be the greater of the (i) monetary value of this Contract, (ii) coverage amount of Commercial General Liability Insurance required under this Contract or (iii) \$1,000,000.00. Otherwise, the obligations of this Article will not be limited by the amount of any insurance required to be obtained or maintained under this Contract.

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

8.6 Nothing in this Article or Contract will be construed as a waiver of any immunity from or limitation of liability the Owner, or its members, officers, agents, employees, and volunteers may have under the doctrine of sovereign immunity under common law or statute.

8.7 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 Design Professional 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.

ARTICLE 9 - INSURANCE COVERAGES AND LIMITS

9.1 Design Professional's Liability Insurance

9.1.1 Design Professional will maintain the following limits and coverages uninterrupted or amended through the life of this Contract. In the event the Design Professional becomes in default of the following requirements, the Owner reserves the right to take whatever actions deemed 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. Design Professional shall require that all subcontractors and subconsultants maintain insurance meeting all the requirements stated herein with the sole exception that Design Professional shall determine the applicable limits for its subcontractors and subconsultants. Design Professional 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 services under this Contract, Design Professional will submit evidence that the subcontractor or subconsultant has complied with this provision to 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 Contract 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 Design Professional under this Contract or the use or occupancy of Owner premises by, or on behalf of, the Design Professional in connection with this Contract. 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>Contract Specific</u>
General Aggregate	\$ 1,000,000
Each Occurrence	\$ 1,000,000
Personal and Advertising Injury	\$ 1,000,000
Products and Completed Operations	\$ 1,000,000

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 Contract will be:

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

Such insurance will be maintained throughout the Project and for five years following completion of the Project work by the Design Professional. Any deductible amount over \$50,000 must be approved in writing by the Owner. Coverage will include all work of the Design Professional, 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 Occurrence	\$ 1,000,000
Annual Aggregate	\$ 1,000,000

9.1.6 Environmental Impairment (Pollution) Liability:

N/A

9.2 CONTRACTUAL INSURANCE TERMS AND CONDITIONS

9.2.1 PURPOSE: To establish the insurance terms and conditions associated with contractual insurance requirements.

9.2.2 INSURANCE COVERAGE:

9.2.2.1 Procurement of Coverage:

With respect to each of the required coverages the Design Professional will, at the Design Professional's expense, procure, maintain and keep in force the amounts and types of insurance conforming to the minimum requirements set forth in this Contract. 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.

9.2.2.2 Term of Coverage:

Except as otherwise specified in this Contract, the insurance will commence on or prior to the effective date of this Contract and will be maintained in force throughout the duration of this Contract. 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 Contract, 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 Contract or the beginning of Contract Work.

9.2.2.3 Reduction of Aggregate Limits:

If any reduction of a required aggregate limit occurs, the Design Professional 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. Required insurance limits can be met through a combination of primary and excess/umbrella policy limits.

9.2.2.4 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

9.2.2.5 No waiver by approval/disapproval:

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

9.2.2.6 Future Modifications – Changes in Circumstances:

9.2.2.6.1 Changes in Coverage and Required Limits of Insurance

The coverage and minimum limits of insurance required by this Contract are based on circumstances in effect at the inception of this Contract. If in the opinion of the Owner circumstances merit a change in such coverage or minimum limits of insurance required by this Contract, the Owner may change the coverage and minimum limits of insurance required and the Design Professional will, within 60 days of receipt of written notice of a change in the coverage and minimum limits required,

comply with such change and provide evidence of such compliance in the manner required by this Contract, and Owner shall reimburse Design Professional the additional premium costs for any such additional coverage limits. Provided, however, that no change in the coverage or minimum limits of insurance required will be made by the Owner until at least two years after inception of this Contract. Subsequent changes in the coverage or minimum limits of insurance will not be made by the Owner until at least two years after any prior change by the Owner unless extreme conditions warrant such change and are agreeable to both parties.

Notwithstanding the foregoing, Design Professional 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.

Owner expressly reserves the right, at its sole discretion, to adjust this Contract 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 Design Professional, at the written request of the Design Professional, the Owner may, at its sole discretion and subject to any conditions it deems appropriate, relax or temporarily suspend, in whole or in part, the insurance requirements which would otherwise apply to the Design Professional. Any such modification will be subject to the prior written approval of the Owner and subject to the conditions of such approval.

9.2.2.7 Proof of Insurance – Insurance Certificate:

9.2.2.7.1 Prior to Work, Use or Occupancy of Owner Premises

The Design Professional will not commence work, or use or occupy Owner premises in connection with this Contract until the required insurance is in force, preliminary evidence of insurance acceptable to the Owner has been provided to the Owner, and the Owner has granted permission to the Design Professional to commence work or use or occupy the premises in connection with this Contract.

9.2.2.7.2 Proof of Insurance Coverage

As preliminary evidence of compliance with the insurance required by this Contract, the Design Professional 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. Design Professional 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 Design Professional will, within 30 days after receipt of written request from the Owner, provide the Owner, or make available for review, a certified complete copy of the policies of insurance. The Design Professional may redact those portions of the insurance policies that are not relevant to the coverage required by this Contract. The Design Professional will provide the Owner with renewal or replacement evidence of insurance, acceptable to the Owner, prior to expiration or termination of such insurance.

9.2.2.7.3 The insurance certificate must:

9.2.2.7.3.1 Indicate that, for Commercial General Liability and Automobile Liability, the Owner, members of the Owner's governing body, and the Owner's officers, agents, volunteers and employees are included as additional insured;

9.2.2.7.3.2 Indicate that the certificate has been issued in connection with this Contract;

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

9.2.2.7.3.4 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

9.2.2.7.3.5 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.

9.2.2.8 Deductibles / Self Insurance:

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

9.2.2.8.2 The Design Professional 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.

9.2.2.8.3 The agreement by the Owner to allow the use of a deductible or self-insurance program will be subject to periodic review by 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 Design Professional should not be permitted, the Owner may, upon 60 days written notice to the Design Professional, require the Design Professional to replace or modify the deductible or self-insurance in a manner satisfactory to the Owner.

9.2.2.8.4 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. Owner reserves the right to deny any certificate not in compliance with this requirement.

9.2.2.9 Design Professional's Insurance Primary:

The Design Professional'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 Design Professional. All policies will be endorsed so that Florida law will govern the interpretation of the policy including but not limited to Part II of Chapter 627 F.S.

9.2.2.10 Design Professional's Failure to Comply with Insurance Requirements:

9.2.2.10.1 Owner's Right to Procure Replacement Insurance

If after the inception of this Contract the Design Professional fails to fully comply with the insurance requirements of this Contract, in addition to and not in lieu of any other remedy available to the Owner provided by this Contract, the Owner may, at its sole discretion, procure and maintain on behalf of the Design Professional, insurance which provides, in whole

or in part, the required insurance.

9.2.2.10.2 Replacement Coverage at Sole Expense of Design Professional

The entire cost of any insurance procured by the Owner pursuant to this section will be paid by the Design Professional without reimbursement from the Owner. At the option of the Owner, the Design Professional will either directly pay the entire cost of the insurance or immediately reimburse the Owner for any costs incurred by the Owner, including premium and a 15% administration cost.

9.2.2.10.3 Design Professional 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 Contract, the Design Professional will remain fully liable for full compliance with the insurance requirements in this Contract.

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

ARTICLE 11 - CLAIMS AND DISPUTES

11.1 A claim is a written demand or assertion by one of the parties seeking as a matter of right adjustment or interpretation of the Contract terms, payment of money, extension of time or other relief with respect to the terms of this Contract. The term claim also includes other disputes and matters in question between the Owner and Design Professional arising out of or

relating to this Contract. All claims must be made in writing. The responsibility to substantiate claims will rest with the party making the claim.

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

11.3 Unless otherwise agreed in writing and notwithstanding any other rights or obligations of either of the parties under this Contract, the Design Professional will carry on with the performance of its services and duties hereunder during the pendency of any claim, dispute, other matter in question or arbitration or any other proceedings to resolve any claim, dispute or other matter in question, and the Owner will continue to make payment for all services performed that are not related to any claim, dispute, or other matter in question. The Owner, however, will be under no obligation to make payments on or against such claims, disputes or other matters in question during the pendency of any proceedings to resolve such claims, disputes or other matters in question.

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

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

ARTICLE 12 - ASSISTANCE IN LITIGATION

Design Professional will render assistance to and on behalf of the Owner in litigation in connection with or arising out of this Contract, 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 Design Professional will provide services under this Article at a mutually agreed upon and reasonable rate as an additional service.

ARTICLE 13 - CONFLICT OF INTEREST

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

ARTICLE 14 - NOTICES AND ADDRESS OF RECORD

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

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

14.1.2 Hand-delivery: Hillsborough County Aviation Authority
Tampa International Airport
Third Level, Blue Side
Tampa, FL 33607
Attention: Chief Executive Officer

ARTICLE 15 - TERM OF CONTRACT

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

ARTICLE 16 - TERMINATION OF CONTRACT

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

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

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

16.4 Upon 30 days written notice to Owner, Design Professional may terminate this Contract if Design Professional is not in default of any term, provision, or covenant of this Contract only upon or after the occurrence of any of the following events: failure of the Owner to make payments due to Design Professional in accordance with this Contract, the inability of Design Professional to perform work at Tampa International Airport for which a work order has been issued for a period of longer than 90 consecutive days due to war, terrorism, or the issuance of any order, rule or regulation by a competent governmental authority or court having jurisdiction

over the Owner preventing Design Professional from operating its business for a period of 90 consecutive days provided, however, that such inability or such order, rule or regulation is not due to any fault or negligence of Design Professional.

ARTICLE 17 - SUSPENSION OF WORK

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

ARTICLE 18 - SUCCESSORS AND ASSIGNS

18.1 The Owner and Design Professional respectively bind themselves, their partners, successors, assigns and legal representatives to the other party to this Contract and to the partners, successors, and assigns of such other party with respect to the covenants of this Contract.

18.2 Except as hereinafter provided, neither party to this Contract will assign or sublet this Contract, in whole or in part, without the written consent of the other, nor will the Design Professional assign any monies due, or to become due, hereunder without the previous written consent of the Owner. If the Design Professional attempts to make such assignment or sublet without such consent, the Design Professional will nevertheless remain legally responsible for all obligations under this Contract.

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

ARTICLE 19 - TRUTH IN NEGOTIATIONS

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

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

The Design Professional warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Design Professional, to solicit or secure this Contract, and that Design Professional has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Design Professional, any fee, commission, percentage, gift or other consideration contingent upon or

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

ARTICLE 21 - 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 design professional under an agreement with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

ARTICLE 22 - CONTRACT MADE IN FLORIDA

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

ARTICLE 23 - NON-DISCRIMINATION

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

23.1.1 Compliance with regulations. The Design Professional must comply with the regulations relative to non-discrimination in federally assisted programs of the Department of Transportation (DOT) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

23.1.2 Non-discrimination. The Design Professional, with regard to the work performed by it during the Contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Design Professional will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

23.1.3 Solicitations for subcontracts, including procurement of materials and equipment. In all solicitations either by competitive bidding or negotiation made by the Design Professional for work to be performed under a subcontract, including

procurement of materials or leases of equipment, each potential subcontractor or supplier must be notified by the Design Professional of the Design Professional's obligations under this Contract and the Regulations relative to non-discrimination on the grounds of race, color or national origin.

- 23.1.4 Information and reports. The Design Professional must provide all information and reports required by the Regulations or directives issued pursuant thereto and must permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Owner or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Design Professional is in the exclusive possession of another who fails or refuses to furnish this information, the Design Professional will so certify to the Owner or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
- 23.1.5 Sanctions for non-compliance. In the event of the Design Professional's non-compliance with the non-discrimination provisions of this Contract, the Owner will impose such contractual sanctions as it or the FAA may determine to be appropriate, including, but not limited to, withholding of payments to the Design Professional under this Contract until the Design Professional complies, and/or cancellation, termination or suspension of the Contract, in whole or in part.
- 23.1.6 Incorporation of provisions. The Design Professional must include the provisions of sub-articles 23.1.1 through 23.1.7 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Design Professional must take such action with respect to any subcontract or procurement as the Owner or the FAA may direct as a means of enforcing such provisions, including sanctions for non-compliance. Provided, however, that in the event the Design Professional becomes involved in or is threatened by litigation with a subcontractor or supplier as a result of such direction, the Design Professional may request the Owner to enter into such litigation to protect the interests of the Owner and, in addition, the Design Professional may request the United States to enter into such litigation to protect the interests of the United States.
- 23.1.7 Design Professional assures that, in the performance of its obligations hereunder, it will fully comply with the requirements of 14 C.F.R. Part 152, Subpart E (Non-discrimination in Airport Aid Program), as amended from time to time, to the extent applicable to Design Professional, to ensure, among other things, that no person will be excluded from participating in any activities covered by such regulations on the grounds of race, creed, color, national origin, or sex. Design Professional, if required by such regulations, will provide assurances to the Owner that Design Professional will undertake an affirmative action program and will require the same of its subconsultants.

ARTICLE 24 – WOMAN AND MINORITY 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 Contract and are made a part hereof.

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

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 contractor from future bidding as non-responsible.

24.1.2 The Design Professional 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 Design Professional 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 Design Professional agrees to ensure that W/MBEs, as defined in the Owner's W/MBE Policy and Program, have the maximum opportunity to participate in the performance of this Contract, and the Design Professional 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 Design Professional's minimum W/MBE commitment is established as the sum total of the verified Letter(s) of Intent for each portion of the Project submitted with their response. The W/MBE goal stated below is the sum total of the certified

W/MBE's listed in the Design Professional's fee and scope proposal which is attached hereto and which will be enforceable under the terms of this Contract. The Design Professional will demonstrate that they will subcontract to certified W/MBEs at least 28.9% of the total dollar amount earned on the design phase of Project No. 5526 16 and 21.4% of the total dollar amount earned on the design phase of Project No. 8700 14.

- 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 Contract work. Only certified W/MBEs will count toward the W/MBE goal. If the Design Professional 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 Design Professional will not terminate a W/MBE for convenience without the Owner's prior written consent. If a W/MBE is terminated by the Design Professional with the Owner's consent or because of the W/MBE's default, then the Design Professional 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 Design Professional agrees that, within 15 days after the expiration of each calendar month during the term of the Contract beginning on the effective date of the Contract, it will provide a W/MBE Utilization Activity report to the Owner's Business Diversity Manager reflecting, as applicable, in a form acceptable to the Owner, the Design Professional's total dollar value received under the Contract for the applicable period and the amount expended for the purchase of goods and services from each W/MBE firm during that period, calculated in accordance with the requirements of the Owner's W/MBE Policy and Program.
- 24.7 Monitoring: The Owner will monitor the compliance and good faith efforts of the Design Professional in meeting these requirements. The Owner will have access to the necessary records to examine such information as may be appropriate for the purpose of investigating and determining compliance with this subsection, including, but not limited to, records, records of expenditures, contracts between the Design Professional and the W/MBE participant, and other records pertaining to the W/MBE participation plan, which the Design Professional will maintain for a minimum of three years following the end of the Contract. Opportunities for W/MBE participation will be reviewed prior to the exercise of any renewal, extension or material amendment of the Contract to consider whether an adjustment in the W/MBE requirement is warranted. Without limiting the requirements of the Contract, the Owner reserves the right to review and approve all subleases or subcontracts utilized by the Design Professional for the achievement of these goals.

- 24.8 Design Professional agrees to indemnify the Owner from the loss of any funds or other damages that may result from Design Professional's failure to achieve the W/MBE goals set forth herein or to establish a good faith effort to do so, including attorneys' fees and costs associated with said failure by Design Professional or good faith investigation by Owner. Failure of Design Professional to make a good faith effort to achieve W/MBE goals will be a material breach of this Contract. The determination of whether Design Professional's efforts were made in good faith will be made by the Owner. At 50% completion, a plan of action properly reflecting anticipated W/MBE achievement of the commitment is required to be submitted to the Owner.
- 24.9 In the event of the Design Professional's non-compliance with the Owner's W/MBE Policy and Program, failure to meet the prescribed W/MBE goal set forth in this Contract, or failure to establish a good faith effort to do so, the Owner will impose such contract sanctions as the Owner may determine to be appropriate, including but not limited to:
- 24.9.1 Withholding of payments to the Design Professional under this Contract until the Design Professional 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 Contract in whole or in part; and/or
 - 24.9.5 Suspension or debarment of Design Professional 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 – PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

This Contract will be terminated in accordance with Florida Statute Section 287.135(3) if it is found that Company submitted a false Scrutinized Company Certification as provided in Florida Statute Section 287.135(5) or, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statute Section 215.473, or has been engaged in business operations in Syria.

ARTICLE 26 – 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 Design Professional will verify all of their new employees and will require that their subcontractors verify all of their new employees in accordance with the E-verify requirements set out above. The Design Professional will execute Attachment 2, E-Verify Certification, to certify and affirm that Design Professional will comply with the E-Verification requirements of Executive Order Number 11-116.

ARTICLE 27 - COMPLETE CONTRACT

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

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

By the Design Professional this _____ day of _____, 20_____.

ATTEST:

GRESHAM SMITH AND PARTNERS

By: _____

Title: _____

Print Name

Print Address

Signed, sealed, and delivered
in the presence of:

Witness

Print Name

Witness

Print Name

Notary for Gresham Smith and Partners

**STATE OF FLORIDA
COUNTY OF HILLSBOROUGH**

The foregoing instrument was acknowledged before me this ____ day of _____, 20__,
by _____ in the capacity of _____,
of _____ a _____
(Name of organization or company, if any) (Corporation / Partnership / Sole Proprietor / Other)
on _____ behalf. _____
(Its / His / Her) (They are / He is / She is) (Personally known to me /not personally known to
me)

_____ and _____ take an oath.
and has produced the following document of identification) (they / he / she) (did / did not)

(Seal of Notary)

Signature of Notary

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

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:

Witness

Print Name

Witness

Print Name

LEGAL FORM APPROVED:

By: _____
Michael T. Kamprath, Assistant General Counsel

Notary for Hillsborough County Aviation Authority
STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, 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



G R E S H A M
S M I T H A N D
P A R T N E R S

September 15, 2017

TAMPA INTERNATIONAL AIRPORT

5526 16 COMMERCIAL GROUND TRANSPORTATION FACILITY

SCOPE OF WORK / SERVICES – GS&P PROJECT MANAGEMENT

Design Management Scope of Services

Phases of Work – Final Construction Documents, City of Tampa Plan Review, Bidding, Construction Administration

1. Enter into a professional services agreement with HCAA.
2. Enter into subconsultant agreements with the design team subconsultants who will report to GS&P for the duration of the project. Subconsultant agreements will incorporate agreement terms and conditions between HCAA and GS&P. Subconsultant agreements will also include detailed individual scopes of work, schedule and detailed breakdown of fees available by project phase. GS&P anticipates the following services will be performed by subconsultants to GS&P:
 - a. Structural Engineering - MCE
 - b. Mechanical, Electrical, Plumbing and Fire Protection Engineering - VoltAir
 - c. Technology and Security Engineering – TLC
 - d. Civil Engineering – KCA
 - e. Landscape & Irrigation - LAD
 - f. Cost Estimating - APR
 - g. Threshold Inspection Services during construction - MCE
3. GS&P will self-perform, project management, architecture, interior design and environmental graphics.
4. Be responsible for day-to-day coordination of the design team reporting to GS&P.
5. Be the single point of contact for design subconsultants engaged by GS&P and communications with Owner.
6. Attend coordination meetings with Owner and stakeholders. Prepare and distribute meeting minutes. Coordinate participation of subconsultants at Owner meetings.
7. Coordinate plan review submissions to AHJ's. Coordinate receipt of design documents from subconsultants for plan review submissions and be responsible for packaging / compiling / collating into deliverables. Coordinate completion of application forms and payment of fees.
8. Coordinate receipt of design documents for bidding and be responsible for packaging / compiling / collating into single deliverable to Owner.

Design Services For The Built Environment

Two Harbour Place, 302 Knights Run Avenue, Suite 900 / Tampa, Florida 33602 / Phone 813.251.6838 / www.greshamsmith.com

Firm's Florida Cert. No. AAP000034 / CA3806 / IB26000797 / LC26000381



TAMPA INTERNATIONAL AIRPORT – COMMERCIAL GROUND TRANSPORTATION FACILITY

September 15, 2017
Page 2

SCOPE OF WORK / SERVICES – GS&P PROJECT MANAGEMENT NARRATIVE (Cont'd):

9. Respond to questions from bidders and issue addenda as required during bid phase.
10. Conform bid documents to incorporate answers to bidders questions during the bid phase.
11. Prepare addenda to formally respond to RFI's and issue supplemental information during bidding.
12. Assist Owner negotiations with low responsive bidder.
13. Receive, log all RFI's received from contractor during construction. Distribute to design team members and coordinate/track responses.
14. Receive, log all submittals received from contractor during construction. Distribute to design team members and coordinate/track review of submittals.
15. Receive, track and distribute ASI's to contractor for all supplemental information issued by design team during construction.
16. Attend regular construction meetings, prepare meeting minutes and coordinate design team action items resulting from meetings.
17. Coordinate site visits by design subconsultants and receive/distribute observation reports.
18. Coordinate site visits by design subconsultants to facilitate resolution of field issues / interpretation of documents. Receive/distribute supplemental information / resolution of issues.
19. Coordinate punch list and substantial completion visits by design subconsultants and receive/distribute punch lists and reports.
20. Receive and check all invoices received from design team members. Track expenditures against subconsultant agreements and progress of the work.
21. Prepare monthly invoicing for design team, with all appropriate back-up, and submit to owner.
22. Track W/MBE compliance, and submit W/MBE compliance reporting with monthly invoice.
23. Receive invoice payments from owner and make payments to subconsultants.

Prepared by: Grant Clifford
Senior Vice President GS&P



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September 15, 2017

TAMPA INTERNATIONAL AIRPORT

5526 16 COMMERCIAL GROUND TRANSPORTATION FACILITY

SCOPE OF WORK / SERVICES

Phases of Work – Final Construction Documents, City of Tampa Plan Review, Bidding, Construction Administration

Perform Architecture, Interior Design, Wayfinding, Structural Engineering, Civil Engineering, MEP,FP Engineering, Technology Engineering, Landscape / Irrigation and Cost Estimating professional services for the CGTF as follows:

City of Tampa (COT) Plan Review

1. Prepare sealed drawings for the Plan Review submissions to the COT.
2. Respond to COT questions and provide supplemental information as required to complete the Plan Review process.
3. Incorporate in bid documents additional information provided to the City of Tampa.
4. Attend meetings as required with the COT to complete the plan review process.
5. Fee proposed for Civil Engineering and Landscape/Irrigation assumes that the paved areas currently depicted on 90% drawings will increase and require reworking design drawings and recalculation for drainage and landscaping submittals to COT.

SWFWMD

1. SWFWMD submissions have been completed and not anticipated to change as they originally anticipated larger paved area.

FINAL CONSTRUCTION DOCUMENTS

1. Finalize the construction document packages (drawings and specifications) that have previously been developed to 90% level of completion under a separate contract.
2. Finalize Bid Documents will involve:
 - a. Completion of outstanding work items identified in the 90% Construction Document phase.
 - b. Incorporation of Authority and Stakeholder 90% review comments.
 - c. Final coordination with all engineered building systems.
 - d. Fee proposed for Civil Engineering and Landscape/Irrigation assumes that the paved areas currently depicted on 90% drawings will increase and require

Design Services For The Built Environment



TAMPA INTERNATIONAL AIRPORT – COMMERCIAL GROUND TRANSPORTATION FACILITY

September 15, 2017

Page 2

SCOPE OF WORK / SERVICES – NARRATIVE (Cont'd):

modifications to civil, landscape and irrigations drawings and calculations / tabulations.

3. Coordinate with Owner to develop General Conditions, Bid Forms, and Division 1 and 2 Specifications for bidding.

COST ESTIMATE

1. Prepare cost estimate based on Final Construction Documents.

BIDDING

1. Assist Owner with Bid Process.
2. Attend pre-bid meeting.
3. Respond to bidding contractor RFI's and issue addenda as required to Bidding Contractors
4. Assist Owner negotiations with low responsive bidder.

CONSTRUCTION ADMINISTRATION

1. During the project's construction phase provide construction administration services. The following activities and events are examples during the construction phase:
 - a. Interpret plans and specifications.
 - b. Provide supplemental drawings and instructions as required.
 - c. Provide responses to RFI's.
 - d. Review Shop Drawings and other submittals.
 - e. Attend construction progress meetings, prepare meeting minutes and coordinate design team action items resulting from meetings.
 - f. Make periodic site visits and prepare observation reports.
 - g. Make site visits to help resolve construction issues in the field.
 - h. Prepare punch-list.
 - i. Prepare substantial completion certification.
 - j. Prepare Record drawings.
 - k. Final Completion site visit and sign off.

Prepared by: Grant Clifford
Senior Vice President GS&P

Construction Administration

Project Fee Proposal - IAD COMMERCIAL GROUND TRANSPORTATION FACILITY HCAA Project Number 5526 16 9/15/2017														
Task Description	Sr L.A.		Position		Position		Position		Position		Position		Total	
	Hours		Hours		Hours		Hours		Hours		Hours			
1 Meetings- 6 total (based on 8 wks const)	24												24	
2 RFI Reviews/Responses est 8 @ 4hrs	32												32	
3 Shop Drawings													0	
4													0	
5													0	
6													0	
7													0	
8													0	
9													0	
10													0	
11													0	
12													0	
13													0	
14													0	
15													0	
16													0	
17													0	
18													0	
19													0	
20													0	
21													0	
22													0	
23													0	
24													0	
25													0	
26													0	
Subtotal Hours	56.00												56	
Direct Labor (Raw Billing Rate)	\$ 55.00	\$	40.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$
Subtotal Direct Labor	\$ 3,080.00	\$		\$		\$		\$		\$		\$		\$
Billing Multiplier	2.42													
Approx No. Full Time Employees	0.027													
Approx. Phase of Work Duration (months)	12													
Construction Administration - Total Fee														
\$ 7,450.24														
0.027														

Bidding

Project Fee Proposal - MCE COMMERCIAL GROUND TRANSPORTATION FACILITY HCAA Project Number 5526 16																	
9/15/2017																	
Bidding	Task Description	Senior Principal Engineer		Principal Engineer		Senior Structural Engineer		Structural Engineer		Senior CAD Technician		Admin		Position		Total	
		Hours	Rate	Hours	Rate	Hours	Rate	Hours	Rate	Hours	Rate	Hours	Rate	Hours	Rate		Hours
1	Finalize Bid Documents	2														2	
2	Attend Pre-Bid Meeting															2	
3	Bid RFI's															2	
4	VE Items w/ low bidder															4	
5																0	
6																0	
7																0	
8																0	
9																0	
10																0	
11																0	
12																0	
13																0	
14																0	
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21																0	
22																0	
23																0	
24																0	
25																0	
26																0	
Subtotal Hours		2		2		2		2		2		2		2		14	
Direct Labor (Raw Billing Rate) \$		70.67		55.00		30.41		26.44		17.00		25.50		1.00		1.00	
Subtotal Direct Labor \$		2.84		110.00				158.64		68.00						382.64	
Billing Multiplier																	
Approx. No. Full Time Employees		0.000		0.004		0.000		0.012		0.004		0.008		0.000		0.027	
Approx. Phase of Work Duration (months)		3															
														Bidding Phase - Total Fee \$		1,086.70	
														Bidding Phase - Total Fee \$		0.000	

Final Construction Documents

Final Construction Documents		Project Fee Proposal - TLC Engineering For Architecture COMMERCIAL GROUND TRANSPORTATION FACILITY HCAA Project Number: 5526.16																							
		S. Beron		G. Johns		J. Gutierrez		J. Mousa		A. Klinglesmith		T. Rouseff		M. Missal		Position		Position		Position		Position		Total	
Task Description	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	
1 Review of 90% drawings	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	
2 Drafting of drawing changes	1	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	
3 Project coordination meetings	4	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	
4 Specifications updates	1	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	
5 QA/QC	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	
6 Project management	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	
7																									
8																									
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24																									
25																									
26																									
Subtotal Hours	12.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	
Direct Labor (Raw Billing Rate)	\$ 62.50	\$ 36.08	\$ 36.08	\$ 36.08	\$ 36.08	\$ 36.08	\$ 36.08	\$ 36.08	\$ 36.08	\$ 36.08	\$ 36.08	\$ 36.08	\$ 36.08	\$ 36.08	\$ 36.08	\$ 36.08	\$ 36.08	\$ 36.08	\$ 36.08	\$ 36.08	\$ 36.08	\$ 36.08	\$ 36.08	\$ 36.08	
Subtotal Direct Labor	\$ 750.00	\$ 144.32	\$ 144.32	\$ 144.32	\$ 144.32	\$ 144.32	\$ 144.32	\$ 144.32	\$ 144.32	\$ 144.32	\$ 144.32	\$ 144.32	\$ 144.32	\$ 144.32	\$ 144.32	\$ 144.32	\$ 144.32	\$ 144.32	\$ 144.32	\$ 144.32	\$ 144.32	\$ 144.32	\$ 144.32	\$ 144.32	
Billing Multiplier	2.91																								
Approx. No. Full Time Employees	0.046	0.015	0.015	0.015	0.015	0.015	0.015	0.015	0.015	0.015	0.015	0.015	0.015	0.015	0.015	0.015	0.015	0.015	0.015	0.015	0.015	0.015	0.015	0.015	
Approx. Phase of Work Duration (months)	1.5																								
Final CD's Phase - Total Fee \$																						1,707.34			
Final CD's Phase - Total Fee \$																						4,971.94			

Bidding

Project Fee Proposal - TLC Engineering For Architecture COMMERCIAL GROUND TRANSPORTATION FACILITY HCAA Project Number 2526 16 9/15/2017																											
Bidding	Task Description	S. Beron		G. Johns		J. Gutierrez		J. Mousa		A. Kinglesmith		T. Rouseff		M. Missal		Position		Position		Position		Position		Position		Total	
		Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours		
1	Response to Bid questions	2																								5	
2	Bid addenda preparation	1		2							1															4	
3																										0	
4																										0	
5																										0	
6																										0	
7																										0	
8																										0	
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22																										0	
23																										0	
24																										0	
25																										0	
26																										0	
Subtotal Hours		3.00		2.00							3.00															9	
Direct Labor (Raw Billing Rate) \$		62.50	\$	36.08	\$						44.23	\$															
Subtotal Direct Labor \$		187.50	\$	65.38	\$						132.69	\$														409.13	
Billing Multiplier		2.91																									
Approx. No. Full Time Employees		0.006																									
Approx. Phase of Work Duration (months)		3																									
Bid Phase - Total Fee \$		0.000																									
Total Bid Phase - Total Fee \$		1,191.43																									
		0.017																									

Final Construction Documents

Final Construction Documents		Principal	Electrical Director	Mechanical Director	Electrical EOR	Mechanical EOR	Electrical Engineer I	Mechanical Engineer I	Electrical Engineer II	Mechanical Engineer II	Senior Plumbing Designer	Administration Assistant	CAD Manager	Position	Total
Task Description	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours
1. Weekly Design Meetings (3)															
2. Mechanical Design															
3. Plumbing Design															
4. Fire Protection Design															
5. Electrical (Power, Lighting, Fire Alarm) Design															
6. OACI- Internal	3	4	4	2	2	8	4	4	4	4	4	28	4	10	8
7. OACI- External w/ All Trades															
8.															
9.															
10. Enlarged raised access Lighting design.		2		4		8	12					1	2	29	0
11.															
12.															
13.															
14.															
15.															
16.															
17.															
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19.															
20.															
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22.															
23.															
24.															
25.															
26.															
Subtotal Hours	3.00	6.00	4.00	6.00	2.00	8.00	24.00	12.00	12.00	8.00	6.00	1.00	6.00	11.4	
Direct Labor (Raw Billing Rate)	\$ 83.23	\$ 49.54	\$ 53.42	\$ 46.73	\$ 46.73	\$ 45.81	\$ 30.14	\$ 35.00	\$ 42.91	\$ 28.85	\$ 36.35	\$ 28.85	\$ 36.35	\$ 1.00	\$ 4,738.87
Subtotal Direct Labor	\$ 249.66	\$ 297.24	\$ 213.68	\$ 280.38	\$ 93.46	\$ 732.96	\$ 723.36	\$ 420.00	\$ 1,115.66	\$ 28.85	\$ 218.10	\$ 28.85	\$ 218.10	\$ 1.00	\$ 10,899.40
Billing Multiplier	2.30														
Approx No. Full Time Employees	0.012	0.023	0.015	0.023	0.008	0.062	0.092	0.046	0.109	0.031	0.021	0.004	0.021	0.000	0.438
Approx. Phase of Work Duration (months)	1.5														

Project Fee Proposal - VAN Air Inc.
 COMMERCIAL GROUND TRANSPORTATION FACILITY
 HCAA Project Number: 5526.16
 9/15/2017



Employee Rate Sheet - Gresham, Smith and Partners

Project: TPA COMMERCIAL GROUND TRANSPORTATION FACILITY
 HCAA Project No: 5526 16

Consultant/Sub-Consultant Company Name	Employee Name	Job Title / Role	Raw Hourly Labor Rate	Billing Multiplier	Hourly Billing Rate Including Multiplier	Notes:
Gresham, Smith and Partners	Jim Alderman	Sr. EG Designer	54.81	2.79906	\$153.42	
Gresham, Smith and Partners	Carlos Azcorra-Valdez	Sr. Transportation Engineer	55.77	2.79906	\$156.10	
Gresham, Smith and Partners	Tim Beecken	Intern Architect	30.91	2.79906	\$86.52	
Gresham, Smith and Partners	Thomas Bradbury	Structural Technician	30.00	2.79906	\$83.97	
Gresham, Smith and Partners	Altan Cekin	Deputy Project Manager	67.79	2.79906	\$189.75	
Gresham, Smith and Partners	David (John) Chesak	Senior Structural Engineer	85.10	2.79906	\$238.20	
Gresham, Smith and Partners	Grant Clifford	Project Manager	88.46	2.79906	\$247.60	
Gresham, Smith and Partners	Cody Crews	Transportation Engineer Intern	52.88	2.79906	\$148.01	
Gresham, Smith and Partners	Matt DeLoatche	Intern Architect	34.38	2.79906	\$96.23	
Gresham, Smith and Partners	Kevin Goolsby	Technician	19.23	2.79906	\$53.83	
Gresham, Smith and Partners	Angela Guarnieri	PM Assistant	31.73	2.79906	\$88.81	
Gresham, Smith and Partners	Jim Harding	Director of Environmental Graphics	73.08	2.79906	\$204.56	
Gresham, Smith and Partners	Abhijit Joshi	Architect	34.38	2.79906	\$96.23	
Gresham, Smith and Partners	Ellen (Barbara) Lina	Admin. Assistant	20.10	2.79906	\$56.26	
Gresham, Smith and Partners	Olga Lombana	Project Coordinator	21.63	2.79906	\$60.54	
Gresham, Smith and Partners	Todd Martin	Sr. Architect	57.69	2.79906	\$161.48	
Gresham, Smith and Partners	Brian McKeehan	Deputy Project Manager	64.18	2.79906	\$179.64	
Gresham, Smith and Partners	Benjamin (Ben) Raposa	Intern Architect	34.13	2.79906	\$95.53	
Gresham, Smith and Partners	Wilson Rayfield	Executive Vice President	82.69	2.79906	\$231.45	
Gresham, Smith and Partners	Tim Rucker	EG Designer	30.77	2.79906	\$86.13	
Gresham, Smith and Partners	Cheryl Sharp	Admin. Assistant	26.68	2.79906	\$74.68	
Gresham, Smith and Partners	Jennifer Shupe	Structural Engineer	39.66	2.79906	\$111.01	
Gresham, Smith and Partners	Jessica Smith	Sr. Interior Designer	42.79	2.79906	\$119.77	
Gresham, Smith and Partners	Vicki Statzer	Project Coordinator	21.63	2.79906	\$60.54	
Gresham, Smith and Partners	Gina Voccola	Construction Administration	27.88	2.79906	\$78.04	
Gresham, Smith and Partners	Kristen Weldon	Interior Design	26.44	2.79906	\$74.01	
Gresham, Smith and Partners	Matthew Wilson	Project Architect	48.08	2.79906	\$134.58	
Gresham, Smith and Partners					\$0.00	
Gresham, Smith and Partners					\$0.00	
Gresham, Smith and Partners					\$0.00	
Gresham, Smith and Partners					\$0.00	
Gresham, Smith and Partners					\$0.00	
Gresham, Smith and Partners					\$0.00	
Gresham, Smith and Partners					\$0.00	
Gresham, Smith and Partners					\$0.00	
Gresham, Smith and Partners					\$0.00	



Employee Rate Sheet - Kissinger Campo & Associates

Project: TPA - Commercial Ground Transportation Facility
HCAA Project No: 5526 16

Consultant/Sub-Consultant Company Name	Employee Name	Job Title / Role	Raw Hourly Labor Rate	Billing Multiplier	Hourly Billing Rate Including Multiplier	Notes:
Kissinger Campo & Associates	Meares, A. Chris	Project Manager	\$55.50	3.00000	\$166.50	
Kissinger Campo & Associates	Harrison, Richard	Principal (QA/QC)	\$84.73	3.00000	\$254.19	
Kissinger Campo & Associates	Abdalla, M. Fathy	Senior Engineer	\$57.82	3.00000	\$173.46	
Kissinger Campo & Associates	Sprunger, Curtis	Senior Engineer	\$52.00	3.00000	\$156.00	
Kissinger Campo & Associates	Nales, T. C.	Engineering Intern	\$28.26	3.00000	\$84.78	
Kissinger Campo & Associates	Patel, Jay	Engineering Intern	\$24.00	3.00000	\$72.00	
Kissinger Campo & Associates	Childress, Tatiana	Engineering Technician	\$24.72	3.00000	\$74.16	
Kissinger Campo & Associates					\$0.00	
Kissinger Campo & Associates					\$0.00	
Kissinger Campo & Associates					\$0.00	
Kissinger Campo & Associates					\$0.00	
Kissinger Campo & Associates					\$0.00	
Kissinger Campo & Associates					\$0.00	
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Kissinger Campo & Associates					\$0.00	
Kissinger Campo & Associates					\$0.00	
Kissinger Campo & Associates					\$0.00	
Kissinger Campo & Associates					\$0.00	



G R E S H A M
S M I T H A N D
P A R T N E R S

September 15, 2017

TAMPA INTERNATIONAL AIRPORT

**8700 14 QUAD LOTS GROUND TRANSPORTATION (QLGT) AT BAG CLAIM LEVEL
OF MAIN TERMINAL (WEST END)**

SCOPE OF WORK / SERVICES – GS&P PROJECT MANAGEMENT

Project Management Scope of Services

**Phases of Work – Final Construction Documents, City of Tampa Plan Review,
Bidding, Construction Administration**

1. Enter into a professional services agreement with HCAA.
2. Enter into subconsultant agreements with each design team subconsultant who will report to GS&P for the duration of the project. Subconsultant agreements will incorporate agreement terms and conditions between HCAA and GS&P. Subconsultant agreements will also include detailed individual scopes of work, schedule and detailed breakdown of fees available by project phase. GS&P anticipates the following services will be performed by subconsultants to GS&P:
 - a. Structural Engineering - WPM
 - b. Mechanical, Electrical Lighting and Fire Alarm, Plumbing and Fire Protection Engineering - VoltAir
 - c. Electrical Power, Technology and Security Engineering – TLC
 - d. Envelope Consulting - CMC
 - e. Cost Estimating - APR
 - f. Threshold Inspection Services during construction - WPM
3. GS&P will self-perform, design management, architecture, interior design and environmental graphics.
4. Be responsible for day-to-day coordination of the design team reporting to GS&P.
5. Be the single point of contact for design subconsultants engaged by GS&P and communications with Owner.
6. Attend coordination meetings with Owner and stakeholders. Prepare and distribute meeting minutes. Coordinate participation of subconsultants at Owner meetings.
7. Coordinate plan review submissions to AHJ's. Coordinate receipt of design documents from subconsultants for plan review submissions and be responsible for packaging / compiling / collating into deliverables. Coordinate completion of application forms.

Design Services For The Built Environment



TAMPA INTERNATIONAL AIRPORT – QUAD LOT GROUND TRANSPORTATION

September 15, 2017

Page 2

SCOPE OF WORK / SERVICES – GS&P PROJECT MANAGEMENT NARRATIVE **(Cont'd):**

8. Coordinate receipt of design documents for bidding and be responsible for packaging / compiling / collating into single bid document deliverable to HCAA.
9. Respond to questions from bidders and issue addenda as required during bid phase.
10. Conform bid documents to incorporate answers to bidders questions during the bid phase.
11. Prepare addenda to formally respond to RFI's and issue supplemental information during bidding.
12. Assist Owner negotiations with low responsive bidder.
13. Receive, log all RFI's received from contractor during construction. Distribute to design team members and coordinate/track responses.
14. Receive, log all submittals received from contractor during construction. Distribute to design team members and coordinate/track review of submittals.
15. Receive, track and distribute ASI's to contractor for all supplemental information issued by design team during construction.
16. Attend regular construction meetings, prepare meeting minutes and coordinate design team action items resulting from meetings.
17. Coordinate site visits by design subconsultants and receive/distribute observation reports.
18. Coordinate site visits by design subconsultants to facilitate resolution of field issues / interpretation of documents. Receive/distribute supplemental information / resolution of issues.
19. Coordinate punch list and substantial completion visits by design subconsultants and receive/distribute punch lists and reports.
20. Receive and check all invoices received from design team members. Track expenditures against subconsultant agreements and progress of the work.
21. Prepare monthly invoicing for design team, with all appropriate back-up, and submit to owner.
22. Track W/MBE compliance, and submit W/MBE compliance reporting with monthly invoice.
23. Receive invoice payments from owner and make payments to subconsultants.

Prepared by: Grant Clifford
Senior Vice President GS&P



G R E S H A M
S M I T H A N D
P A R T N E R S

September 15, 2017

TAMPA INTERNATIONAL AIRPORT

**8700 14 QUAD LOTS GROUND TRANSPORTATION (QLGT) AT BAG CLAIM LEVEL
OF MAIN TERMINAL (WEST END)**

SCOPE OF WORK / SERVICES

**Phases of Work – Final Construction Documents, City of Tampa Plan Review,
Bidding, Construction Administration**

Perform Architecture, Interior Design, Wayfinding, Structural Engineering, MEP,FP Engineering, Technology Engineering, Envelope Consulting and Cost Estimating professional services for the QLGT as follows:

City of Tampa (COT) Plan Review

1. Prepare sealed drawings for the Plan Review submissions to the COT.
2. Respond to COT questions and provide supplemental information as required to complete the Plan Review process.
3. Incorporate in bid documents additional information provided to the City of Tampa.
4. Attend meetings as required with the COT to complete the plan review process.

FINAL CONSTRUCTION DOCUMENTS

1. Finalize the construction document packages (drawings and specifications) that have previously been developed under a separate design build contract suitable for bidding.
2. Specifications:
 - a. Prepare project manual – long form specifications
3. Coordinate with Owner to develop General Conditions, Bid Forms, and Division 1 and 2 Specifications for bidding.

COST ESTIMATE

1. Prepare cost estimate based on Final Construction Documents.

BIDDING

1. Assist Owner with Bid Process.
2. Attend pre-bid meeting.

Design Services For The Built Environment



TAMPA INTERNATIONAL AIRPORT – QUAD LOT GROUND TRANSPORTATION

September 15, 2017

Page 2

SCOPE OF WORK / SERVICES – NARRATIVE (Cont'd):

3. Respond to bidding contractor RFI's and issue addenda as required to Bidding Contractors
4. Owner negotiations with low responsive bidder.

CONSTRUCTION ADMINISTRATION

1. During the project's construction phase provide construction administration services. The following activities and events are examples during the construction phase:
 - a. Interpret plans and specifications.
 - b. Provide supplemental drawings and instructions as required.
 - c. Provide responses to RFI's.
 - d. Review Shop Drawings and other submittals.
 - e. Attend construction progress meetings, prepare meeting minutes and coordinate design team action items resulting from meetings.
 - f. Make periodic site visits and prepare observation reports.
 - g. Make site visits to help resolve construction issues in the field.
 - h. Prepare punch-list.
 - i. Prepare substantial completion certification.
 - j. Prepare Record drawings.
 - k. Final Completion site visit and sign off.

Prepared by: Grant Clifford
Senior Vice President GS&P

FEE SUMMARY

Project Fee Proposal - Summary Sheet													
HCAA Project Number 8700 14													
9/15/2017													
QUAD LOTS GROUND TRANSPORTATION													
Design Services Summary Sheet	30%			60%			90%			COT Plan		Construction Administration	Total
	Schematic	Design Dev.	Const. Docs	Design Dev.	Const. Docs	Const. Docs	Review	Const. Docs	Const. Docs	Bidding			
1 Gresham Smith & Partners	Architecture, Interior Design, Wayfinding, Design Management						2,397.93	17,288.59	4,683.05				80,303.02
2 Construction Moisture Consulting	Building Envelope Consulting							1,613.39					5,646.86
3 Walter P Moore	Structural Engineering						1,218.41	12,947.49					24,335.23
4 TLC Engineering for Architecture	Mechanical, Electrical, Technology/I.T.						2,558.06	6,773.99	7,699.13				38,359.56
5 VoltAir Consulting Engineers Inc	Fire Protection, Plumbing, Lighting, Fire Alarm						2,611.93	12,671.21	2,801.88				35,476.51
6 Aquirre Project Resources LLC	Cost Estimating							5,901.84					5,901.84
7													
8													
9													
	Sub-Total						8,786.33	57,196.51	16,812.80				190,023.03

Reimbursable Services + Expenses Summary													
Reimbursable Expenses	30%			60%			90%			COT Plan		Construction Administration	Total
	Schematic	Design Dev.	Const. Docs	Design Dev.	Const. Docs	Const. Docs	Review	Const. Docs	Const. Docs	Bidding			
10 Reimbursable Expenses	Reprographic Services / Travel / Lodging, Car Rental / Shipping / Postage etc.												
11 WPM - Reimbursable Expenses	Structural Engineer Threshold Inspections												
12													
13													
14													
15													
16													
17													
18													
19													
20													
	TOTAL						8,786.33	57,196.51	16,812.80				190,023.03

Total Design and Reimbursable Expenses													
Total													
	TOTAL						8,786.33	57,196.51	16,812.80				190,023.03

Total W/MBE Design Services													
Total													
	TOTAL						29.73%	35.29%	16.67%				21.42%

Final Construction Documents

Project Fee Proposal - Construction Moisture Consulting Inc. QUAD LOTS GROUND TRANSPORTATION HCAA Project Number 8700 14												
9/15/2017												
Final Construction Documents	Principal in Charge		Assistant Project Manager		Position		Position		Position		Position	
	Hours	8	Hours		Hours		Hours		Hours		Hours	
Task Description	Hours		Hours		Hours		Hours		Hours		Hours	
1	Review of CD											
2												
3												
4												
5												
6												
7												
8												
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10												
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17												
18												
19												
20												
21												
22												
23												
24												
25												
26												
Subtotal Hours	8.00											
Direct Labor (Raw Billing Rate)	\$ 71.77	\$	49.03	\$	1.00	\$	1.00	\$	1.00	\$	1.00	\$
Subtotal Direct Labor	\$ 574.16	\$		\$		\$		\$		\$		\$
Billing Multiplier	2.81											
Approx. No. Full Time Employees	0.031		0.000		0.000		0.000		0.000		0.000	
Approx. Phase of Work Duration (months)	1.5											
											Final Construction Documents Phase - Total Fee \$	574.16
											Final Construction Documents Phase - Total Fee \$	1,613.39
											0.000	0.031

Construction Administration

Construction Administration		Principal in Charge		Position		Position		Position		Position		Position		Position		Position		Position		Total	
		Hours	Rate	Hours	Rate	Hours	Rate	Hours	Rate	Hours	Rate	Hours	Rate	Hours	Rate	Hours	Rate	Hours	Rate	Hours	Rate
1	Final Check of Submittals	4																			
2	Site Visits (4 total)	16																			
3																					
4																					
5																					
6																					
7																					
8																					
9																					
10																					
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22																					
23																					
24																					
25																					
26																					
Subtotal Hours		20.00																			
Direct Labor (Rate Billing Rate)		\$ 21.77																			
Subtotal Direct Labor		\$ 1,435.40																			
Billing Multiplier		2.81																			
Approx. No. Full Time Employees		0.058																			
Approx. Phase of Work Duration (months)		2																			
Construction Administration - Total Fee		\$																			\$ 1,435.40
Construction Administration - Total Fee		\$																			\$ 4,033.47
Construction Administration - Total Fee		\$																			\$ 0.058

Project Fee Proposal - Construction Measure Consulting Inc.
 QUAD LOTS GROUND TRANSPORTATION
 HCAA Project Number 8700 14
 9/15/2017

Construction Administration

Construction Administration		Principal	Electrical Director	Mechanical Director	Electrical FOR	Mechanical FOR	Electrical Engineer I	Mechanical Engineer I	Electrical Engineer II	Mechanical Engineer II	Electrical Engineer I	Mechanical Engineer I	Senior Plumbing Designer	Administration Assistant	CAD Manager	Position	Total
Task Description	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours
1. Attend OAC meetings (3)																	
2. Review Submittals																	
3. Review RFI's																	
4. ASRS																	
5. Site Visits / Punchlists (4)																	
6. Record Documents/Close-Out																	
7.																	
8.																	
9.																	
10.																	
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26.																	
Subtotal Hours		2.00	2.00	2.00	4.00	4.00	4.00	4.00	4.00	4.00	6.00	6.00	44.00	11.00	9.00		180
Direct Labor (Raw Billing Rate)	\$	49.54	53.42	53.42	46.73	46.73	46.73	46.73	46.73	46.73	30.14	30.14	28.85	28.85	36.35		1,061
Subtotal Direct Labor	\$	99.08	106.84	106.84	186.92	186.92	186.92	186.92	186.92	186.92	180.84	180.84	1,888.04	317.35	327.15		7,561.52
Billing Multiplier																	
Approx. No. Full Time Employees		0.001	0.001	0.001	0.002	0.002	0.002	0.002	0.002	0.002	0.003	0.003	0.021	0.005	0.004		0.087
Approx. Phase of Work Duration (months)		12															

Project Fee Proposal - VOIRAT, Inc.
 QUAJ LOTS GROUND TRANSPORTATION
 HCAA Project Number F709 14
 9/12/2017

City of Tampa Plan Review

Project Fee Proposal - Walter P. Moore												
QUAD LOTS GROUND TRANSPORTATION												
HCAA Project Number 8700 14												
9/15/2017												
City of Tampa Plan Review												
Task Description	Senior Principal	Project Manager	Project Engineer	CAD Technician	Site Inspector	Total	Hours	Hours	Hours	Hours	Hours	Hours
1 Preliminary Team Meetings												
2 Prepare Drawings and Files			2									
3 Meetings with City		1										
4 Prepare Response Comments		1	2									
5												
6												
7												
8												
9												
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11												
12												
13												
14												
15												
16												
17												
18												
19												
20												
21												
22												
23												
24												
25												
26												
Subtotal Hours		2.00	4.00									
Direct Labor (Raw Billing Rate)	\$ 82.69	\$ 70.02	\$ 37.95	\$ 31.00	\$ 27.06	\$ 1.00						
Subtotal Direct Labor	\$ -	\$ 140.04	\$ 151.80	\$ 124.00	\$ -	\$ -						
Billing Multiplier	2.93											
Approx. No. Full Time Employees	0.000	0.006	0.012	0.012	0.000	0.000						
Approx. Phase of Work Duration (months)	2											
City of Tampa Plan Review Phase - Total Fee											\$ 415.84	
City of Tampa Plan Review Phase - Total Fee											\$ 1,218.41	
City of Tampa Plan Review Phase - Total Fee											\$ 0.029	

Construction Administration

Project Fee Proposal - Walter P. Moore QUAD LOTS GROUND TRANSPORTATION HCAA Project Number 8700 14 9/15/2017															
Construction Administration		Senior Principal		Project Manager		Project Engineer		CAD Technician		Site Inspector		Total			
		Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours				
1	Task Description														
2	Attend Construction Meetings	2		4		6						0			
3	Review Shop Drawings			2		16						12			
4	Respond to RFIs			2		16						18			
5	Perform Site Observations			2		16						18			
6												0			
7												0			
8												0			
9												0			
10												0			
11												0			
12												0			
13												0			
14												0			
15												0			
16												0			
17												0			
18												0			
19												0			
20												0			
21												0			
22												0			
23												0			
24												0			
25												0			
26												0			
Subtotal Hours		2.00		10.00								66			
Direct Labor (Base Billing Rate)		\$ 82.69		\$ 70.02		\$ 54.00		\$ 31.00		\$ 27.06		\$ 1.00			
Subtotal Direct Labor		\$ 165.38		\$ 700.20		\$ 2,049.30		\$ -		\$ -		\$ -			
Billing Multiplier		2.95		0.005		0.026		0.000		0.000		0.032			
Approx. No. Full Time Employees		0.001		0.005		0.026		0.000		0.000		0.032			
Approx. Phase of Work Duration (months)		12													
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%;"></td> <td style="width: 50%; text-align: right;">Construction Administration - Total Fee \$</td> </tr> <tr> <td></td> <td style="text-align: right;">8,540.60</td> </tr> </table>													Construction Administration - Total Fee \$		8,540.60
	Construction Administration - Total Fee \$														
	8,540.60														



Employee Rate Sheet - Gresham, Smith and Partners

Project: TPA Quad Lot Ground Transportation
 HCAA Project No: 8700 14

Consultant/Sub-Consultant Company Name	Employee Name	Job Title / Role	Raw Hourly Labor Rate	Billing Multiplier	Hourly Billing Rate Including Multiplier	Notes:
Gresham, Smith and Partners	Jim Alderman	Sr. EG Designer	54.81	2.79906	\$153.42	
Gresham, Smith and Partners	Carlos Azcorra-Valdez	Sr. Transportation Engineer	55.77	2.79906	\$156.10	
Gresham, Smith and Partners	Tim Beecken	Intern Architect	30.91	2.79906	\$86.52	
Gresham, Smith and Partners	Thomas Bradbury	Structural Technician	30.00	2.79906	\$83.97	
Gresham, Smith and Partners	Altan Cekin	Deputy Project Manager	67.79	2.79906	\$189.75	
Gresham, Smith and Partners	David (John) Chesak	Senior Structural Engineer	85.10	2.79906	\$238.20	
Gresham, Smith and Partners	Grant Clifford	Project Manager	88.46	2.79906	\$247.60	
Gresham, Smith and Partners	Cody Crews	Transportation Engineer Intern	52.88	2.79906	\$148.01	
Gresham, Smith and Partners	Matt DeLoatche	Intern Architect	34.38	2.79906	\$96.23	
Gresham, Smith and Partners	Kevin Goolsby	Technician	19.23	2.79906	\$53.83	
Gresham, Smith and Partners	Angela Guarnieri	PM Assistant	31.73	2.79906	\$88.81	
Gresham, Smith and Partners	Jim Harding	Director of Environmental Graphics	73.08	2.79906	\$204.56	
Gresham, Smith and Partners	Abhijit Joshi	Architect	34.38	2.79906	\$96.23	
Gresham, Smith and Partners	Ellen (Barbara) Lina	Admin. Assistant	20.10	2.79906	\$56.26	
Gresham, Smith and Partners	Olga Lombana	Project Coordinator	21.63	2.79906	\$60.54	
Gresham, Smith and Partners	Todd Martin	Sr. Architect	57.69	2.79906	\$161.48	
Gresham, Smith and Partners	Brian McKeegan	Deputy Project Manager	64.18	2.79906	\$179.64	
Gresham, Smith and Partners	Benjamin (Ben) Raposa	Intern Architect	34.13	2.79906	\$95.53	
Gresham, Smith and Partners	Wilson Rayfield	Executive Vice President	82.69	2.79906	\$231.45	
Gresham, Smith and Partners	Tim Rucker	EG Designer	30.77	2.79906	\$86.13	
Gresham, Smith and Partners	Cheryl Sharp	Admin. Assistant	26.68	2.79906	\$74.68	
Gresham, Smith and Partners	Jennifer Shupe	Structural Engineer	39.66	2.79906	\$111.01	
Gresham, Smith and Partners	Jessica Smith	Sr. Interior Designer	42.79	2.79906	\$119.77	
Gresham, Smith and Partners	Vicki Statzer	Project Coordinator	21.63	2.79906	\$60.54	
Gresham, Smith and Partners	Gina Voccola	Construction Administration	27.88	2.79906	\$78.04	
Gresham, Smith and Partners	Kristen Weldon	Interior Design	26.44	2.79906	\$74.01	
Gresham, Smith and Partners	Matthew Wilson	Project Architect	48.08	2.79906	\$134.58	
Gresham, Smith and Partners					\$0.00	
Gresham, Smith and Partners					\$0.00	
Gresham, Smith and Partners					\$0.00	
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Gresham, Smith and Partners					\$0.00	



Employee Rate Sheet - Aguirre Project Resources LLC (APR)

Project: TPA - Quad Lot Ground Transportation
 HCAA Project No: 8700 14

Consultant/Sub-Consultant Company Name	Employee Name	Job Title / Role	Raw Hourly Labor Rate	Billing Multiplier	Hourly Billing Rate Including Multiplier	Notes:
Aguirre Project Resources LLC	Charles Aguirre	Principal Estimator / Manager/Q.A./Q.C.	\$76.92	2.14764	\$165.20	
Aguirre Project Resources LLC	Louis A. Pridham	Chief Estimator / Chief Estimator	\$75.00	2.14764	\$161.07	
Aguirre Project Resources LLC	Thomas Glancy	Chief Estimator / Lead Estimator	\$69.23	2.14764	\$148.68	
Aguirre Project Resources LLC	Larry Harrod	Sr. Estimator / Civil Estimator	\$50.48	2.14764	\$108.41	
Aguirre Project Resources LLC	Joel Otts	Sr. Estimator / Electrical Estimator	\$50.00	2.14764	\$107.38	
Aguirre Project Resources LLC	Jodie Kyle	Sr. Estimator / Mechanical Estimator	\$50.00	2.14764	\$107.38	
Aguirre Project Resources LLC	Christopher Watson	Technical support / BIM & Deliverable tech	\$40.87	2.14764	\$87.77	
Aguirre Project Resources LLC					\$0.00	
Aguirre Project Resources LLC					\$0.00	
Aguirre Project Resources LLC					\$0.00	
Aguirre Project Resources LLC					\$0.00	
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Aguirre Project Resources LLC					\$0.00	
Aguirre Project Resources LLC					\$0.00	
Aguirre Project Resources LLC					\$0.00	



Employee Rate Sheet - Construction Moisture Consulting Inc.

Project: TPA - Quad Lot Ground Transportation
HCAA Project No: 8700 14

Consultant/Sub-Consultant Company Name	Employee Name	Job Title / Role	Raw Hourly Labor Rate	Billing Multiplier	Hourly Billing Rate Including Multiplier	Notes:
Construction Moisture Consulting Inc.	William Cowart	Senior Consultant	\$71.77	2.81000	\$201.67	
Construction Moisture Consulting Inc.	Jon Macias	Principal in Charge	\$195.62	2.81000	\$549.69	Billing a Highest Senior Consultant Rate
Construction Moisture Consulting Inc.	Debra Palmer	Assistant Project Manager	\$49.03	2.81000	\$137.77	
Construction Moisture Consulting Inc.					\$0.00	
Construction Moisture Consulting Inc.					\$0.00	
Construction Moisture Consulting Inc.					\$0.00	
Construction Moisture Consulting Inc.					\$0.00	
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Construction Moisture Consulting Inc.					\$0.00	
Construction Moisture Consulting Inc.					\$0.00	
Construction Moisture Consulting Inc.					\$0.00	



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

E-Verify Certification

Commercial Ground Transportation Facility and Main Terminal West Side Ground
Transportation Hold Area

Authority Project Nos. 5525 16 and 8700 14

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

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

Company: _____ FID or EIN No.: _____

Address: _____ City/State/Zip: _____

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

Signature Title

Printed Name Date

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



**HILLSBOROUGH COUNTY
AVIATION AUTHORITY**

REQUEST FOR QUALIFICATIONS

**CONSOLIDATED RENTAL CAR FACILITY
AND
AUTOMATED PEOPLE MOVER**

at

**TAMPA INTERNATIONAL AIRPORT
TAMPA, FLORIDA**

AUTHORITY PROJECT NOS. 1100 13, 1105 14 & 8700 14

SOLICITATION NUMBER 13-411-040

August 7, 2013

1.0 Introduction

The Hillsborough County Aviation Authority, hereinafter referred to as Authority, invites interested Design-Build firms, hereinafter referred to as Respondent, to submit qualifications to provide design-build services in accordance with Florida Statute Section 287.055 for the design and construction of a: (1) Consolidated Rental Car Facility, hereinafter referred to as ConRAC, (HCAA Project Nos. 1100 13 and 1105 14) and (2) Automated People Mover, hereinafter referred to as APM, (HCAA Project No. 8700 14), both hereinafter referred to collectively as Program.

2.0 Background

In November 2011, the Authority commenced a project to update the 2005 master plan at Tampa International Airport (TPA). One of the objectives in this study was to review and evaluate the Authority's rental car facilities which are currently ranked ninth in the country in total gross revenue.

The current rental car facilities are split into two operations located on both the blue and red sides of the Main Terminal. The blue side contains a quick turnaround area (QTA), rental car ready return spaces and counters all located on the bottom two floors of the long term parking garage. The red side also has a rental car ready garage and counter space. The rental car operators also lease an additional 55 acres in the South Terminal Support Area to support their operations due to space limitations at the Main Terminal.

One of the primary findings and recommendations from the 2012 master plan update is to decongest and expand the Main Terminal facilities. Following an extensive study, it was concluded that the current rental car operations are a major contributor to congestion and capacity constraints within the Main Terminal, curbsides and roadways. It was also concluded that the current rental car facilities cannot accommodate the necessary growth projections beyond 2016. As a result, it was recommended that the rental car operations be relocated to a consolidated facility located in the South Terminal Support Area with an automated people mover connection to the Main Terminal.

3.0 Program Description

A. ConRAC:

Following a thorough analysis and consultation with all rental car stakeholders, it was concluded that the ConRAC should be developed on a 57 acre parcel of property located just south of the economy garages in the South Terminal Support Area. Preliminary studies performed as part of the 2012 master plan update concluded that the ConRAC should be a four level 4,400 ready car return space facility with a multi-level QTA as shown on Appendix O, Exhibits A, B, C and D attached hereto. The ConRAC will be sized to accommodate all rental car families including multiple brands, new entrants and projected growth. The plan also includes a 44 acre surface lot to accommodate vehicle storage and other rental car maintenance facilities as required.

Currently, Hertz/Dollar/Thrifty, Avis/Budget, and Enterprise/Alamo/National hold land leases with the Authority and will occupy a portion of the proposed ConRAC site. The selected Respondent will work closely with the existing rental car operators and the Authority to provide temporary facilities during construction of the ConRAC. Restoration and/or rehabilitation of areas in the South Terminal Support Area may be required as part of this Program.

The selected Respondent will assess, evaluate and review the preliminary ConRAC studies included in the 2012 master plan update. Following this evaluation, the selected Respondent will provide their own standalone ConRAC recommendations following thorough analysis, planning, preliminary design and meetings with all stakeholders.

B. APM:

To provide an efficient, rapid and convenient connection between the Main Terminal and the ConRAC, the Program also includes a 1.3 mile APM system. The proposed APM will have three stations (see Appendix O, Exhibit A):

Station 1: Main Terminal APM Station – This station will be located adjacent to the Main Terminal with easy and convenient access to the transfer, ticketing and baggage claim levels. (see Appendix O, Exhibit E)

Station 2: Economy Garage APM Station – This station will be located adjacent to the economy parking garages. This station connection will eliminate shuttle buses that run every seven minutes on the George J. Bean Parkway to and from the Main Terminal.

Station 3: ConRAC APM Station – This station will be located at the ConRAC with direct access to the rental car service center lobby and adjacent vertical circulation lobby located along the new curbside for easy access by TPA customers, users and employees.

The APM will be utilized by rental car customers, economy parking customers, TPA employees and customers who are dropped off or picked up at the new curbside located at the ConRAC APM station. This new curbside will also accommodate a facility drop off point for local bus rapid transit and other public commercial transportation vehicles.

Based on preliminary studies performed as part of the 2012 master plan update, the APM system should be designed initially to accommodate approximately 2,300 passengers per hour per direction (pphd). It is estimated that an initial fleet of three 120 foot trains (or three typical APM cars per train) with one spare train would provide sufficient capacity to accommodate the initial projected line capacity requirement. It is anticipated the APM will have a three minute travel time from the Main Terminal APM Station to the ConRAC APM Station. In addition, the APM must be designed for future expansion and increased capacity. A north expansion will be necessary when the Authority develops the North Terminal. The APM system must also include provisions for a south expansion for connection to a future multimodal facility located in the Westshore Business District adjacent to I-275 which will connect to a regional transit system.

The selected Respondent will assess, evaluate and review all preliminary studies performed as part of the 2012 master plan update. Following this evaluation, the selected Respondent will

provide their own standalone APM recommendations following thorough analysis, planning, preliminary design and meetings with all stakeholders.

The selected Respondent will design and construct all associated APM infrastructure, stations and the maintenance facility. For the APM operating system, the selected Respondent will prepare all necessary criteria documents for the Authority to competitively procure a contract with an APM manufacturer to design, build, operate and maintain the APM system. The APM manufacturer will be under contract to the Authority. Once the APM manufacturer is selected, the selected Respondent must properly coordinate the APM Infrastructure with the operating system specifications to deliver the complete operational Automated People Mover.

C. South Terminal Support Area Roadway Improvements:

A transportation study of all TPA roadway infrastructure was performed as part of the 2012 master plan update. This study recommended substantial changes to the existing roadway network in the South Terminal Support Area and the Bessie Coleman Service Road to accommodate the anticipated increase in vehicular traffic and APM alignment (see Appendix O, Exhibit A). As part of the ConRAC design, the selected Respondent will design the new roadway improvements to 15% criteria documents to make certain these improvements are fully coordinated with the ConRAC and APM. The Authority will hire a separate design-builder to complete the design of the roadways and construct the roadway improvements according to the 15% criteria documents. Once this design-builder is under contract, the selected Respondent must properly coordinate all components of work to effectively deliver the Program.

D. Reconstruct Taxiway J Bridge:

The Authority will select a separate design-builder in October 2013 to design and construct the new Taxiway J Bridge that crosses over the George J. Bean Parkway, in accordance with the recommendations of the 2012 master plan update. The new bridge will be designed to accommodate all future lanes for the George J. Bean Parkway, the Bessie Coleman Service Road and the APM. Once this separate design-builder is under contract, the selected Respondent must properly coordinate all components of work to effectively deliver the Program.

E. FAA Environmental Assessment:

In October 2012, a meeting was held with the Authority and the FAA to review the proposed Program. Based on the Program components and the low level of potential environmental impacts, the FAA recommended that a Focused Environmental Assessment be conducted. This effort has commenced and final approval is expected no later than April 2014.

F. Storm Water Master Plan Update:

The Authority has an airport wide storm water master plan and an approved conceptual permit issued by the Southwest Florida Water Management District (SWFWMD) based on the 2005 master plan. This plan is currently being updated to account for the changes being proposed in the current 2012 master plan update including all improvements in the South Terminal Support

Area. This update and an approved SWFWMD conceptual permit modification are expected by the first quarter of 2014.

The conceptual permit previously issued by SWFWMD authorizes removal of all wetlands located at the proposed ConRAC site. Permits have also been issued by the Hillsborough County Environmental Protection Commission and the U.S. Army Corps of Engineers.

G. Environmental Site Conditions:

Site rehabilitation and petroleum storage system considerations exist in the proposed ConRAC site but are understood to be minimal in complexity. Site rehabilitation involves the assessment and cleanup of impacted property using risk-based corrective action provisions. There are no known cleanup sites that originate within the proposed ConRAC site. One cleanup site, known as the former Hertz site, is located outside and to the west of the proposed ConRAC site. The former Hertz site involves arsenic contamination in the soil and groundwater, including deep groundwater impacts that extend beneath the west side of the proposed ConRAC site. The Authority is in the process of fully assessing the former Hertz site. The Authority has identified this deep groundwater condition as a potential concern that will have to be addressed under the Program in the event that any deep drilling or utility installation work is conducted in the west part of the Program area. The Authority will provide all environmental documentation to the selected Respondent.

H. Economy Garage Entrance/Exits:

As part of the ConRAC design and construction, the Economy Garage entrance and exits will also be rehabilitated and repaired as required at various areas within the economy parking lots. The asphalt is beginning to show signs of distress. The exact details and limits of the rehabilitation will need to be determined during the design, especially for the pavements behind the garages. Depending on the projected use of this area, pavement may not be required due to use of the area for construction of the ConRAC.

I. Ground Transportation Quad Lot Improvements:

As part of the APM design and construction, the Ground Transportation Lots in all four quadrants of the Main Terminal will be improved to provide a better overall experience for TPA passengers and the ground transportation vehicles that utilize these areas. The lots on the east side of the Main Terminal will be impacted by the passenger vertical transportation elevators/escalators and will experience some form of reconfiguration. It is anticipated that the improvements to exterior finishes, lighting and accommodations for the ground transportation providers will result in a brighter and a more modern look/feel, not unlike what was recently introduced into the valet area on the second level of the Main Terminal.

The combined budget for this Program consisting of the ConRAC and APM is \$495,700,000. This budget does not include the APM operating system which is budgeted at \$245,000,000.

4.0 Scope of Services

The scope of services listed below is not intended to be all inclusive of the work to be performed. This generalized scope has been prepared so that responses will be written using a common base. Conditions may arise which will necessitate revisions in the types of services required. Portions of the response will be incorporated, as needed, into the Part 1 Agreement, Part 2 Agreement and any supplemental agreements. Design-build services will consist of all professional design services and construction required to complete the Program in accordance with the Authority's Agreements between Authority and the selected Respondent.

4.1 Services for the Part 1 Agreement, Part 2 Agreement and any supplemental agreements may include the following technical expertise and others as necessary:

For the ConRAC:

- ConRAC construction
- Architecture
- ConRAC design
- Civil/Site/Utilities engineering
- Roadway design
- Traffic engineering
- Mechanical engineering
- Electrical engineering
- Structural engineering
- Environmental engineering
- Sustainability design
- Fire protection system engineering
- Plumbing engineering
- Fueling system design
- Signage design
- Interior design
- Security access control/CCTV design
- Telephone, data wiring and wireless networks
- Public address system
- Surveying
- Cost estimating
- Scheduling
- Geotechnical engineering and materials testing

For the APM:

- APM infrastructure construction
- Architecture
- APM system engineering
- Civil/Site/Utilities engineering
- Roadway design

- Traffic engineering
- Mechanical engineering
- Electrical engineering
- Structural engineering
- Environmental engineering
- Sustainability design
- Fire protection system engineering
- Plumbing engineering
- Signage design
- Interior design
- Security access control/CCTV design
- Telephone, data wiring and wireless networks
- Public address system
- Surveying
- Cost estimating
- Scheduling
- Geotechnical engineering and materials testing

4.2 The selected Respondent will procure, verify and develop all necessary as-built documentation to effectively integrate the Program into the 2012 Airport Master Plan Update.

4.3 Part 1 Agreement - A Part 1 Agreement will be executed as well as supplemental agreements, as needed, for the Program. As part of the Part 1 Agreement, the selected Respondent will prepare minutes of design meetings and make submittals for work in progress to the Authority for review to include the following:

- I. ConRAC, APM stations, APM infrastructure, Roadways, Economy Garage Entrance/Exits and Ground Transportation Quad Lot Improvements:
 - A. Review all ConRAC, APM and Roadways planning documentation prepared by the Authority's Master Plan consultant. This documentation establishes the basis of the Program definition, budget and schedule.
 - B. Conceptual design – 15% - develop the programmatic sizing requirements for the ConRAC and APM based on input from all stakeholders and prepare multiple alternatives. Verify existing conditions and develop as-built documentation. Assess potential code issues with the appropriate building officials. Develop conceptual design documents for the ConRAC, APM stations, APM infrastructure, Economy Garage Entrance/Exits and Ground Transportation Quad Lot Improvements including appropriate plans, elevations and sections to define the Program scope. Consider alternative phasing approaches and assess impacts to schedule and levels of service to customers and stakeholders. Prepare and conduct all necessary presentations to the Authority.

Provide Authority with 15% design criteria documents for the roadways and utilities supported by plans, elevations and sections. Design beyond 15% for the roadways and utilities and construction will be performed by others. No further design work will be required for the roadways and utilities.

- C. Schematic phase – 30% - develop schematic design documents for the selected alternative including, but not limited to, demolition plans, floor plans, elevations, sections, and narrative description of all building systems, outline specifications, an updated schedule, budget and construction phasing plans. Prepare and conduct all necessary presentations to the Authority.
- D. Design development phase – 60% - develop design documents for permitting and development of the Guaranteed Maximum Price (GMP). These documents will require all design to be detailed and coordinated sufficiently to allow for permitting, subcontractor pricing and development of the GMP. The document package will also include an updated schedule and phasing plans.

At the completion of design development phase of each Program element, the selected Respondent will submit a GMP proposal. This proposal will include the design development documents, a statement of the proposed GMP with supporting pricing documentation and a proposed guaranteed completion date with a detailed construction schedule. Additional support documentation will include the Authority's general requirements and Design Criteria Manual.

- E. Construction document preparation phase - 90% – prepare and update construction drawings, specifications and schedules.

II. APM System:

Prepare Design-Build-Operate and Maintain (DBOM) criteria package for the Authority to solicit an APM manufacturer and operating system.

4.4 Part 2 Agreement - A Part 2 Agreement with supplemental agreements for the Program may be required. The selected Respondent will be required to provide services for the following:

- I. Construction document preparation phases - 100% - final construction schedule, drawings and specifications.
- II. All design, fabrication and construction services necessary to complete the work.

4.5 Limited as-built plans, surveys and specifications of the Program's site and adjacent areas are available. The plans will require field verification of existing conditions or facilities

by the selected Respondent before they can be used for this Program. The selected Respondent will be responsible for verifying the information contained therein and for making measured drawings thereof.

- 4.6 The selected Respondent will attend and prepare minutes of weekly design and construction meetings and make submittals for work in progress to the Authority for review.
- 4.7 The selected Respondent will incorporate modifications required by the Authority. All submittals are to be in accordance with the Authority's Design Deliverables Manual. All plan submittals are to be delivered in 11" x 17" format or as requested by the Authority.
- 4.8 Preparation of Contract Documents for the work, including specifications, construction plans, the complete as-builts, closeout documents and other material, will be computer-generated and submitted in AutoCAD format in accordance with Authority's AutoCAD standards and Microsoft Word 2007 for full compatibility with the Authority.
- 4.9 The design, contract documents and construction administration will be coordinated with the Authority staff, tenants and all agencies having jurisdiction.
- 4.10 The selected Respondent will prepare and submit all applications for permits and approvals required by authorities having jurisdiction and make arrangements for fees to be paid.
- 4.11 The selected Respondent will provide construction contract administration to include: assistance in interpretation of plans and technical specifications, architects and engineers supplemental instructions, requests for information, requests for change orders, change orders, construction change directives, work orders, submittals, attend construction progress meetings and record and publish minutes.
- 4.12 For the Part 1 Agreement, the Part 2 Agreement and all supplemental agreements, the Authority will require the selected Respondent to submit a separate fee and scope proposal(s) for the ConRAC and a separate fee and scope proposal(s) for the APM. The fee and scope proposal(s) will be incorporated into the Part 1 Agreement, the Part 2 Agreement and supplemental agreements as the Program progresses.

5.0 Material Quality Standards

To review material quality standards, refer to the Authority's website at www.tampaairport.com; Airport Business/Resources/Design Criteria Manual.

6.0 Term of Agreement

The Agreement will commence on the date awarded by the Board and will remain in effect until one year after final acceptance of the constructed Program. Individual work orders will have effective dates and completion dates for the related scope of work.

7.0 Solicitation Schedule

The following schedule has been established for this selection process. Please refer to the Authority's website at www.tampaairport.com; Airport Business/Notice of Solicitation for conference and meeting locations and updated information pertaining to any revisions to this schedule. The mandatory pre-qualification conference may be attended in person or via on-line meeting utilizing Web-Ex. Contact Tom Thalheimer at tthalheimer@tampaairport.com to register as an on-line attendee. The on-line attendance registration deadline is August 16, 2013 by 5:00 p.m.

Scheduled Item	Scheduled Date
Website Ad Posted on Authority website	July 16, 2013 by 5:00 p.m.
Request for Qualifications (RFQ) posted on Authority website	August 7, 2013 by 5:00 p.m.
Deadline for on-line attendance registration for the Pre-qualification conference	August 16, 2013 by 5:00 p.m.
Mandatory Pre-qualification conference	August 20, 2013 at 2:00 p.m.
Request for Clarification deadline	September 10, 2013 by 5:00 p.m.
Final Addendum posted on Authority website	September 13, 2013 by 5:00 p.m.
Notice of Minimum Qualifications meeting posted on Authority website and bulletin boards at Authority	October 4, 2013 by 5:00 p.m.
Deadline for Submitting RFQ responses	October 7, 2013 by 2:00 p.m.
Minimum Qualifications meeting	October 11, 2013 at 2:30 p.m.
Notice of Technical Evaluation Committee Meetings posted on Authority website and bulletin boards at Authority	October 21, 2013 by 5:00 p.m.
Technical Evaluation Committee Meeting	October 28, 2013 at 9:00 a.m.
Technical Evaluation Committee Meeting	October 29, 2013 at 9:00 a.m.
Technical Evaluation Committee Meeting	October 30, 2013 at 9:00 a.m.
Technical Evaluation Interviews	October 31, 2013 at 9:00 a.m.
Technical Evaluation Interviews	November 1, 2013 at 9:00 a.m.

Technical Evaluation Committee Meeting	November 2, 2013 at 9:00 a.m.
Selection by Authority Board	December 5, 2013 at 9:00 a.m.
Part 1 Agreement Initial Fee & Scope Proposal due	January 31, 2014 by 5:00 p.m.
Part 1 Agreement presented to Authority Board for Award	March 6, 2014 at 9:00 a.m.

8.0 Response Requirements and Submittal

Respondent will carefully review and address all of the evaluation criteria outlined in this RFQ. In order to be considered, Respondent will demonstrate its ability to provide the required services as listed in this RFQ. In order for each response to be given due consideration, it is imperative that a common base of language and terminology be established. An individual's duties, position or title referenced in a response must match the duty, position or title listed in the RFQ. Failure to clearly establish the link between the requested information in the RFQ and a response will have a negative result on an evaluation. Any response determined to be non-responsive will not be evaluated.

8.1 Joint Venturing

Joint venturing of two or more firms to form another firm to satisfy some specific purpose will not be considered a proper response to this RFQ.

8.2 Subcontracting

Subcontracting of portions of the Work by the Respondent is acceptable.

8.3 Number of Responses

Respondent will submit the following number of complete responses to this RFQ: one clearly marked original and 7 copies. Responses will be bound in a locking 3-ring binder(s). In addition to the hard copies, provide 1 compact disk (CD) or Universal Serial Bus portable flash memory card (USB flash drive) containing a copy of the complete original response in Microsoft or PDF format with the original hard copy.

8.4 Delivery of Responses

The deadline for submitting responses to this RFQ is shown in Section 7.0. The delivery of the response to the Authority prior to the deadline is solely and strictly the responsibility of the Respondent. There is no penalty for submitting responses prior to the response deadline.

Deliver responses by hand delivery, overnight delivery, courier or express services to the Authority at Tampa International Airport, 4160 George J. Bean Parkway, Suite 2400, Administrative Building, Second Level, Red Side, Tampa, Florida 33607. If mailed, the

response must be sent by certified/registered mail, with return receipt requested. No response will be considered unless received on or before the date and time listed above.

8.5 Rejection of Responses

This RFQ will in no way be construed as a commitment on the part of the Authority. The Authority reserves the right to reject any or all responses.

8.6 Right to Waive

The Authority may waive minor irregularities in the RFQ or the submitted responses and may cancel, re-advertise, postpone or modify the RFQ at any time.

8.7 RFQ Compliance

It is the responsibility of each Respondent to thoroughly examine this RFQ to ensure that their response clearly and directly responds to each of the requirements listed in the Outline Format for Response Section. Any data furnished by the Authority is for informational purposes only. Modifications received after the response deadline may not be considered.

8.8 Cone of Silence and Requests for Interpretation or Clarification

8.8.1 The Authority has established a cone of silence applicable to all competitive procurement processes, including this RFQ. The cone of silence will be imposed beginning with the advertisement for this RFQ and will end upon selection of the successful Respondent by the Authority's Board of Directors. The cone of silence prohibits any communications regarding this RFQ between:

8.8.1.1 A potential respondent (which includes vendors, service providers, bidders, proposers, lobbyists and consultants) and their representative(s) and Authority staff, except for communications with the Authority's procurement agent or other supporting procurement staff responsible for administering the procurement, provided the communication is strictly limited to procedural matters;

8.8.1.2 A potential respondent and their representative(s) and a Board member;

8.8.1.3 A potential respondent and their representative(s) and any member of a technical evaluation committee; and

8.8.1.4 A Board member and any member of a technical evaluation committee.

8.8.2 Unless specifically provided otherwise, in addition to the exceptions set forth above, the cone of silence does not apply to:

- 8.8.2.1 Communications with the Authority's Legal Affairs Department;
 - 8.8.2.2 Oral communications at the pre-qualification conference;
 - 8.8.2.3 Oral communications during publicly noticed technical evaluation committee meetings including those specifically for presentations, demonstrations or interviews;
 - 8.8.2.4 Oral communications during any duly noticed Board meeting;
 - 8.8.2.5 Communications relating to protests made in accordance with the Authority's Procurement Protest policy; and
 - 8.8.2.6 Communications relating to W/MBE with the Authority's DBE Program Manager for the purposes of verifying W/MBE certification.
- 8.8.3 Any communications regarding matters of process or procedure from a potential Respondent must be referred to Tom Thalheimer, Procurement Agent, in the Procurement Department at tthalheimer@tampaairport.com or at (813) 801-6042. Prior to contacting Mr. Thalheimer, please refer to the Authority's website at www.tampaairport.com; Airport Business/Notice of Solicitation for updated information pertaining to any addenda or revisions to the RFQ schedule.
- 8.8.4 No oral interpretation or clarification of the RFQ will be made to any Respondent. If discrepancies or omissions are found or there is doubt as to the true meaning of any part of the RFQ, a written request for clarification or interpretation must be submitted to Tom Thalheimer at tthalheimer@tampaairport.com with "Request for Clarification – Solicitation No. 13-411-040" in the subject line by September 10, 2013, at 5:00 p.m. No other requests for clarification or interpretation of the RFQ will be accepted from any Respondent after that date and time except those regarding matters of process or procedure.
- 8.8.5 All such interpretations and any supplemental instructions will be in the form of a written addendum posted on the Authority's website at www.tampaairport.com; Airport Business/Notice of Solicitation. It is the responsibility of the Respondent to verify the Authority received their request by contacting Tom Thalheimer at tthalheimer@tampaairport.com. Failure of any Respondent to review and acknowledge any addendum will not relieve them from any obligation contained therein.
- 8.8.6 The Authority will notify prospective Respondents of any changes by posting the addenda on the Authority's website.
- 8.8.7 Any violation of the cone of silence will render voidable the response, as well as the awarded Agreement.

8.9 Supplemental Information

The Authority reserves the right to request any supplementary information it deems necessary to evaluate Respondent's experience and qualifications and/or clarify or substantiate any information contained in the Respondent's response.

- 8.10 To assist the Authority with the management of this Program, the Authority will be issuing a request for qualifications for a Program Management Consultant to provide qualified staff to act as an extension of the Authority's staff. The Respondent's team is hereinafter considered the firms contained in the Respondent's response as shown in Appendix B. The selected Respondent and any and all of the selected Respondent's team members will be precluded from consideration for the Program Management Consultant request for qualifications referenced above.

9.0 Outline Format for Response

Each section of the response will be tabbed with the number and name of the section in accordance with the following outline. Insert Outline Format for Response paragraph immediately prior to the response to each section. Sequentially number all pages within each tab and all pages are to be single sided. Use only the forms provided in the forms package, as may be modified by addendum. Alternate or modified forms may result in a reduced score of a Respondent's technical ranking. The page limitations set forth are not to be exceeded.

9.1 Minimum Qualifications

The following minimum qualifications have been established as a basis for determining the eligibility of the Respondent. A response will be considered non-responsive and will not be evaluated unless sufficient documentation is provided to determine whether the Respondent meets the following minimum qualifications:

- A. Fully complete and submit Appendix A, entitled Minimum Qualifications Form. Provide Surety's written evidence as an attachment to Appendix A of Respondent's bonding capacity of not less than \$500,000,000.
- B. The Respondent must be registered with the Authority as a supplier prior to submitting a response. The registration application is located on the Authority's website at www.tampaairport.com under Airport Business, Supplier Registration. A copy of the registration confirmation e-mail or a screenprint of the Respondent's registration information from the Authority is to be attached in this Section of the response.

9.2 Respondent's Organizational Structure (**limit seven pages including Appendix B**)

- A. Fully complete and submit Appendix B, entitled Respondent's Team by Discipline Data Form. Submit the name of the firm(s) who will perform each discipline and indicate whether firm(s) is a Woman and Minority Owned Business Enterprise (W/MBE). If more than one firm is listed for a discipline, then label which firm is the "Lead" firm for that discipline. Firms may perform more than one discipline.

- B. Submit an organizational diagram clearly identifying key and support personnel in Appendix C, entitled Key and Support Personnel Data Form, as well as the firms listed in Appendix B. For those individuals listed in Appendix C, include each individual's name, title, firm and their functional relationship to each other. Individuals may not serve in more than one role. In addition, only one individual may serve in each role.
- C. Provide a written response clearly defining responsibilities, contractual relationships and roles of all firms listed in Appendix B. If a W/MBE firm is to be used and is not listed in Appendix B, explain the relationship, responsibilities and roles of that W/MBE firm. If there are two or more firms of the same discipline listed in Appendix B, explain the relationship, responsibilities and roles of each firm in detail.

9.3 Key and Support Personnel Staffing

For purposes of responding to this section, emphasis should be placed on experience in ConRAC and APM design and construction at commercial service airports without referencing Standard Form 330, Part II. This experience should be clearly described when responding to the following paragraphs.

- A. Fully complete and submit Appendix C. Only include key and support personnel and their respective firm names on the form. Individuals may not serve in more than one role. In addition, only one individual may serve in each role.
- B. Fully complete and submit Appendix D, entitled Key and Support Personnel Project References, for each key and support personnel listed in Appendix C. Provide two project references for projects completed since January 1, 2003.
- C. Fully complete and submit Appendix E, entitled Key and Support Personnel Resumes, for each of the key and support personnel listed in Appendix C. List previous work by key and support personnel in which they had an identifiable, responsible role for projects completed since January 1, 2003 or projects that are underway, whether or not with their current firm. List no more than three projects for any key personnel and two projects for any support personnel listed in Appendix C. Complete Appendix E, pages 2 and 3 for each project submitted. These pages may be duplicated as many times as necessary.

9.4 Respondent's Team's Experience in Work of Comparable Scope and Complexity

For purposes of responding to this section, emphasis should be placed on experience in ConRAC and APM design and construction at commercial service airports.

- A. Fully complete and submit Appendix F.1, entitled Respondent's Experience in Work of Comparable Scope and Complexity. Provide detailed project information for two projects of comparable scope and complexity that have been accomplished by the Respondent. List only those projects which have been completed since January 1, 2003 or projects that are underway.

- B. Fully complete and submit Appendix F.2, entitled ConRAC Architecture Firm's Experience in Work of Comparable Scope and Complexity. List no more than a total of two projects of comparable scope and complexity that have been accomplished by the ConRAC Architecture firm, or if more than one firm is listed, the designated Lead ConRAC Architecture Firm as listed in Appendix B. List only those projects which have been completed since January 1, 2003 or are underway.
- C. Fully complete and submit Appendix F.3, entitled ConRAC Design firm's Experience in Work of Comparable Scope and Complexity. List no more than a total of two projects of comparable scope and complexity that have been accomplished by the ConRAC Design firm, or if more than one firm is listed, the designated Lead ConRAC Design Firm as listed in Appendix B. List only those projects which have been completed since January 1, 2003 or are underway.
- D. Fully complete and submit Appendix F.4, entitled APM System Engineering Firm's Experience in Work of Comparable Scope and Complexity. List no more than a total of two projects of comparable scope and complexity that have been accomplished by the Automated People Mover System Engineering firm, or if more than one firm is listed, the designated Lead Automated People Mover System Engineering firm as listed in Appendix B. List only those projects which have been completed since January 1, 2003 or are underway.

Representative photographs and exhibits supporting the above projects are permitted as an attachment to this section. **(limit twelve pages, excluding Appendix F forms)**

9.5 Location

Fully complete and submit Appendix G, entitled Location, for the key and support personnel listed in Appendix C. Include addresses of current daily working office, proposed daily working office during design and proposed daily working office during construction.

9.6 Estimating and Cost Control **(limit two pages)**

- A. It is the Authority's intent to contract for the design of this work on a cost of work basis with a not-to-exceed limit. Describe how the Respondent will develop and control design costs for this Program.
- B. Describe how the Respondent will meet the Authority's intent to receive and evaluate competitive bids for all construction work.

9.7 Schedule Compliance **(Limit six pages – folded 11x17s are acceptable)**

Prepare a detailed bar chart schedule indicating how the Respondent's Team will complete the conceptual planning, schematic design, design development, GMP proposal

submittals, contract documents, building permitting, and the proposed construction phases and durations. The schedule should include the Part 1 and the Part 2 Agreement with supplemental agreements, as needed, as indicated in Section 4.0, Scope of Services.

The Part 1 Agreement, the Part 2 Agreement and all supplemental agreements require Authority Board approval. Final negotiations must be complete five weeks prior to the scheduled Board meeting date.

It is the Authority's desire to complete all work by October 1, 2017. In addition, the selected Respondent will be tasked to prepare the APM operating system DBOM criteria documents as soon as possible following award of the selected Respondent's Part 1 Agreement scheduled for award on March 6, 2014.

9.8 Approach to the Program

- A. Describe in detail the Respondent's approach to the design and construction of the Program. The Respondent should take into consideration the requirements of all stakeholders, other projects and operational impacts during the design and construction of the Program. The Respondent should draw upon previous similar experience of the Respondent's Team and elaborate on how such experience may be applied to the Program. **(limit twenty pages)**
- B. As a consideration of the Respondent's recent, current, and projected workloads, the Respondent must state the commitment and availability of all key and support personnel, as listed in Appendix C, to this Program by providing a signed letter of commitment. **(limit two pages)**

9.9 Supplier Registration

Respondent is required to register with the Authority's on-line Supplier Registration prior to submitting a response to this RFQ. The registration application is located on the Authority's website at www.tampaairport.com under "Airport Business." Once Respondent has registered, print out the verification form and include it as an attachment to Respondent's response. For general questions on the application process, contact the Supplier Registration help line at 813-870-8796.

9.10 Volume of Work Previously Awarded

The Authority will evaluate the volume of work previously awarded by the Authority to each Respondent, with the object being to affect an equitable distribution of work among qualified firms. The volume of work previously awarded will be evaluated for the previously completed five calendar years. In determining the volume of work only the Respondent to this RFQ will be evaluated. Acquisitions and name changes of firms will be considered in the evaluation of work previously awarded. Volume of Work will be interpreted to include all work directly awarded to the Respondent by the Authority and subcontracted work awarded to Respondent by a firm that was directly awarded work by

the Authority. The maximum points for this category will be ten and points will be given based on the following:

Points	Volume of Work Previously Awarded
10	\$0 - \$7,000,000
9	\$7,000,001 - \$14,000,000
8	\$14,000,001 - \$21,000,000
7	\$21,000,001 - \$28,000,000
6	\$28,000,001 - \$35,000,000
5	\$35,000,001 - \$42,000,000
4	\$42,000,001 - \$49,000,000
3	\$49,000,001 - \$56,000,000
2	\$56,000,001 - \$63,000,000
1	\$63,000,001 - \$70,000,000
0	>\$70,000,000

Each Respondent will submit with their response the total volume of work awarded to Respondent directly by the Authority and subcontracted work awarded to Respondent by a firm awarded work by the Authority. This submittal, Appendix N, Volume of Work, will be included in this tabbed Section 9.10 and shall only be included in the original copy of the response. The Procurement Agent will review the total volume of work submitted by the Respondent and compare it to the total volume of work reflected in the Authority's records. The Procurement Agent will make the final determination of total volume of work if there are discrepancies between the two amounts. The Procurement Agent will score the volume of work previously awarded based on the above chart and add it to the technical evaluation scoring matrix at the conclusion of the technical evaluation committee's evaluation.

9.11 Woman and Minority Business Enterprise (W/MBE) Participation

It is the policy of the Authority that W/MBEs as defined herein will have full and fair opportunities to compete and participate in the performance of all non-federally funded projects or in the purchase of goods and services procured by the Authority.

- A. **W/MBE expectancies for design:** Individual W/MBE expectancies have been established for design of the Program, one for the ConRAC portion and one for the APM portion. The Respondent must assure and demonstrate in their response that they will subcontract to certified W/MBEs at least 18% of the total dollar amount earned on the design phase of the ConRAC portion of the Program **and** will subcontract to certified W/MBEs at least 18% of the total dollar amount earned on the design phase of the APM portion of the Program, or clearly demonstrate in a manner acceptable to the Authority its good faith efforts to obtain W/MBE participation. The selected Respondent's W/MBE commitment for design will be incorporated into the Part 1 Agreement, the Part 2 Agreement

and any supplemental agreements and will be enforceable under the terms of the applicable Agreement.

- B. **W/MBE expectancies for construction:** Individual W/MBE expectancies have been established for construction of the Program, one for the ConRAC portion and one for the APM portion. The Respondent must assure in their response that they will subcontract to certified W/MBEs at least 19% of the total dollar amount earned on the construction phase of the ConRAC portion of the Program **and** will subcontract to certified W/MBEs at least 19% of the total dollar amount earned on the construction phase of the APM portion of the Program, or clearly demonstrate in a manner acceptable to the Authority its good faith efforts to obtain W/MBE participation. The selected Respondent's W/MBE commitment for construction will be incorporated into the Part 2 Agreement and any supplemental agreements and will be enforceable under the terms of the applicable Agreement. Letters of Intent for the construction phase are not required at this time.
- C. Certification of Eligible W/MBEs: Only W/MBEs certified as a woman-owned or minority-owned business by Hillsborough County, the City of Tampa, State of Florida Department of Management Services Office of Supplier Diversity (OSD) or as a Disadvantaged Business Enterprise certified under the Florida Unified Certification Program (FLUCP) pursuant to 49 CFR Part 26 will count toward the W/MBE expectancies set forth herein. **W/MBEs must be certified at the time responses are received by the Authority.**
- D. To demonstrate Respondent's commitment to meet the individual W/MBE expectancies established, each Respondent must complete and submit with their response (1) Appendix H, entitled Woman and Minority Owned Business Enterprise Assurance and Participation (ConRAC) and W/MBE Letter of Intent Design (ConRAC) and (2) Appendix I, entitled Woman and Minority Owned Business Enterprise Assurance and Participation (APM) and W/MBE Letter of Intent Design (APM).
- E. Good Faith Efforts: If Respondent fails to meet any of the W/MBE expectancies above, Respondent must clearly demonstrate in its response in a manner acceptable to Authority its good faith efforts to do so. "Good Faith Efforts" are those efforts that could reasonably be expected to result in W/MBE expectancy attainment by a Respondent who aggressively and actively seeks to obtain W/MBE participation. In determining whether or not the Respondent has made such good faith efforts to meet the expectancies the Authority will consider the factors listed in the W/MBE Policy.
- F. Failure to meet any of the above individual W/MBE expectancies or satisfying any necessary good faith effort requirements will render the response as non-responsive. Non-responsive responses will not be evaluated.
- G. Respondents are encouraged to refer to the Authority's W/MBE Policy which is posted on the Authority's website: www.tampaairport.com; Airport Business/Disadvantaged Business Enterprise (DBE). Links to the various

websites that have directories of certified W/MBE firms are also available on the Authority's website.

9.12 Interviews

The Authority will require each Respondent to participate in an interview with the technical evaluation committee. The interviews will address the Respondent's qualifications, approach to the Program, ability to furnish the required services and any other questions arising from the technical evaluation committee meeting(s). The person identified in Appendix C as the Program Director – ConRAC and APM must attend and will be expected to lead the interview for the Respondent. Other key members of the Respondent's Team may be invited to attend by the Respondent's Program Director – ConRAC and APM and their contributions will be included in the evaluation scoring. Interviews will also include a 20 minute presentation by the Respondent. Copies of presentations, whether hard or electronic, must be furnished to the Authority at the time of the interview. Equipment is available for PowerPoint presentations.

9.13 Respondent Certification as a Minority Business Enterprise (MBE)

If the Respondent is a certified minority business enterprise as defined by the Florida Small and Minority Business Act, the Respondent must submit certification documentation. Respondents that are a certified minority business enterprise will receive the maximum score for the MBE category. Respondents that are not certified will receive a score of zero.

10.0 Prohibition Against Contracting with Scrutinized Companies

Pursuant to Florida Statute Section 287.135, as of July 1, 2012, a company that, at the time of bidding or submitting a proposal/response for a new contract/agreement or renewal of an existing contract/agreement, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Florida Statute Section 215.473, is ineligible for, and may not bid on, submit a proposal/response for, or enter into or renew a contract/agreement with an agency or local governmental entity for goods or services of \$1 million or more.

Each Respondent and any subcontractor(s) it proposes, for contracts/agreements of \$1 million or more, must submit a fully executed copy of the Scrutinized Company Certification form found at Appendix J, entitled Scrutinized Company Certification.

11.0 Attachments

The following items should be included in this section:

- A. The Respondent's and Respondent's Team members' most current Standard Form 330, Part II.

- B. A copy of the Respondent's and Respondent's Team members' current Florida professional registration certificate(s) for the services to be furnished.
- C. If qualified by the Florida Department of Transportation, a copy of such certification.
- D. A copy of Respondent's contractor license(s).
- E. Business and Supplier Registration Forms.
- F. Respondent's Minority Business Enterprise Certification, if applicable.

12.0 Acknowledgement of Addenda

It is the responsibility of the Respondent to ensure that all addenda have been downloaded from the Authority's website at www.tampaairport.com > Airport Business > Notice of Solicitations and receipt of each has been acknowledged. Failure to submit acknowledgement of each addendum issued may result in the Respondent being deemed non-responsive. Each Respondent must complete and submit a fully executed copy of the Acknowledgement of Addenda found at Appendix M, entitled Acknowledgement of Addenda. Failure of any Respondent to review any addendum will not relieve them from any obligation contained therein.

13.0 Technical Evaluation

A technical evaluation committee consisting of Authority staff and industry representatives will conduct a technical evaluation of all responses. The results of the evaluation will be reviewed by the Authority's Chief Executive Officer and a final listing will be prepared for the Authority's Board. Further information regarding the evaluation will be provided at the scheduled mandatory pre-qualification conference.

The technical evaluation will be made on the basis of comparative fulfillment of the criteria from 0 for non-responsive to the maximum score shown. Total scoring is a mathematical addition of the criteria score. The criteria and associated maximum score for this Program are shown on Appendix P, entitled Technical Evaluation Form.

14.0 Procurement Protest Policy

Failure to follow the procurement protest policy set out in the Authority's policies constitutes a waiver of the Respondent's protest and resulting claims. A copy of the procurement protest policy may be obtained by contacting the Authority via telephone at 813-870-8700 or via mail to Hillsborough County Aviation Authority, Post Office Box 22287, Tampa, Florida 33622. The policy is also available on the Authority's website at www.tampaairport.com.

The Authority will provide all Respondents at least seven business days' notice of its intent to award an agreement prior to selection or award by the Authority's Board.

15.0 Sample Agreement for Design-Build Services

The final Agreement will be the result of negotiations after the Board has authorized that such negotiations be undertaken. Appendix L, entitled Sample Part 1 Agreement for Design Build Services, is intended to serve as a guide as to the general content of the negotiated agreement and is subject to change.

16.0 Administrative Procedures for CCNA

The Board adopted administrative procedures for professional services selection on October 3, 2002, which were revised on July 1, 2010. This selection will be conducted using Authority Policy P411 as described in Appendix K.

As noted in Paragraph G of Authority Policy P411, the Board may request presentations by Respondents for the purpose of evaluating three or more firms. This is the prerogative of the Board and will only be known when the Board meets to consider staff's recommendation at **9:00 a.m. on December 5, 2013**, at which time the Board may request formal presentations.

It is the Authority's intent to contract for this work on a cost of work basis with a not-to-exceed limit. The cost of work will be based on the selected Respondent's and Respondent's Team members' most recent audited overhead, personnel direct labor rates, negotiated profit and estimated hours to complete the work. For Respondent's Team members who do not have an audited overhead, an overhead rate will be determined based on the firms' most recent audited or unaudited financial statement.

17.0 Drawings / Exhibits

Included in Appendix O are Exhibits A, B, C, D and E. These exhibits were prepared by Authority staff for the Respondent's information.

18.0 List of Appendices

Appendix	Title
A	MINIMUM QUALIFICATIONS FORM
B	RESPONDENT'S TEAM BY DISCIPLINE DATA FORM
C	KEY AND SUPPORT PERSONNEL DATA FORM
D	KEY AND SUPPORT PERSONNEL PROJECT REFERENCES
E	KEY AND SUPPORT PERSONNEL RESUMES
F.1	RESPONDENT'S EXPERIENCE IN WORK OF COMPARABLE SCOPE AND COMPLEXITY
F.2	ConRAC ARCHITECTURE FIRM'S EXPERIENCE IN WORK OF COMPARABLE SCOPE AND COMPLEXITY
F.3	ConRAC DESIGN FIRM'S EXPERIENCE IN WORK OF COMPARABLE SCOPE AND COMPLEXITY

F.4 APM SYSTEM ENGINEERING FIRM'S EXPERIENCE IN WORK OF
COMPARABLE SCOPE AND COMPLEXITY
G LOCATION
H WOMAN AND MINORITY OWNED BUSINESS ENTERPRISE
ASSURANCE AND PARTICIPATION (ConRAC) AND W/MBE LETTER OF
INTENT DESIGN (ConRAC)
I WOMAN AND MINORITY OWNED BUSINESS ENTERPRISE
ASSURANCE AND PARTICIPATION (APM) AND W/MBE LETTER OF
INTENT DESIGN (APM)
J SCRUTINIZED COMPANY CERTIFICATION
K AUTHORITY POLICY P411 – SELECTION OF PROFESSIONAL SERVICES
FOR CCNA
L SAMPLE PART 1 AGREEMENT FOR DESIGN BUILD SERVICES
M ACKNOWLEDGEMENT OF ADDENDA
N VOLUME OF WORK
O EXHIBITS A, B, C, D and E
P TECHNICAL EVALUATION FORM

APPENDIX A
MINIMUM QUALIFICATIONS FORM

August 7, 2013

Name of Respondent submitting RFQ _____

EVIDENCE OF BONDING CAPACITY	SUPPLIER REGISTRATION WITH THE AUTHORITY
<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO

**APPENDIX B
RESPONDENT'S TEAM BY DISCIPLINE DATA FORM**

August 7, 2013

Name of Respondent submitting RFQ _____

DISCIPLINE - ConRAC	NAME OF FIRM(S)	W/MBE (Y/N)
ConRAC construction		
Architecture		
ConRAC design		
Civil/Site/Utilities engineering		
Roadway design		
Traffic engineering		
Mechanical engineering		
Electrical engineering		
Structural engineering		
Environmental engineering		
Sustainability design		
Fire protection system engineering		
Plumbing engineering		
Fueling system design		
Signage design		
Interior design		
Security access control/CCTV design		
Telephone, data wiring and wireless networks		
Public address system		
Surveying		
Cost estimating		
Scheduling		
Geotechnical engineering and materials testing		
DISCIPLINE - APM	NAME OF FIRM(S)	W/MBE (Y/N)
APM infrastructure construction		
Architecture		
APM system engineering		
Civil/Site/Utilities engineering		
Roadway design		
Traffic engineering		

TPA/ Consolidated Rental Car Facility and Automated People Mover
Authority Nos. 1100 13, 1105 14 and 8700 14

Mechanical engineering		
Electrical engineering		
Structural engineering		
Environmental engineering		
Sustainability design		
Fire protection system engineering		
Plumbing engineering		
Signage design		
Interior design		
Security access control/CCTV design		
Telephone, data wiring and wireless networks		
Public address system		
Surveying		
Cost estimating		
Scheduling		
Geotechnical engineering and materials testing		

Firms may perform more than one discipline.

If more than one firm is listed for a discipline, clearly label which firm is the “Lead” firm for that discipline.

APPENDIX C
KEY AND SUPPORT PERSONNEL DATA FORM

August 7, 2013

Name of Respondent submitting RFQ _____

KEY PERSONNEL	INDIVIDUAL'S NAME / FIRM
Program Director – ConRAC and APM	
Program Manager for Design – ConRAC and APM	
Program Manager for Construction – ConRAC and APM	
Lead Architect – ConRAC and APM	
ConRAC Designer	
APM System Engineer	
Structural Engineer - APM	
Structural Engineer – ConRAC	
SUPPORT PERSONNEL	
Support Architect – ConRAC and APM	
Mechanical Engineer – ConRAC and APM	
Electrical Engineer - ConRAC	
Electrical Engineer - APM	
Fire Protection System Engineer – ConRAC and APM	
Fuel System Engineer - ConRAC	
Civil Engineer – ConRAC and APM	

Individuals may not serve in more than one role. In addition, only one individual may serve in each role.

APPENDIX D
KEY AND SUPPORT PERSONNEL PROJECT REFERENCES

August 7, 2013

Name of Respondent submitting RFQ _____

REFERENCE PROJECT #1	Program Director – ConRAC and APM Name: _____	Program Manager for Design – ConRAC and APM Name: _____	Program Manager for Construction – ConRAC and APM Name: _____	Lead Architect – ConRAC and APM Name: _____	ConRAC Designer Name: _____
PROJECT TITLE					
PROJECT COMPLETION DATE					
PROJECT DESCRIPTION & VALUE					
NAME OF REFERENCE					
REFERENCE EMPLOYER NAME					
REFERENCE TITLE					
TELEPHONE NUMBER					
EMAIL ADDRESS					
KEY OR SUPPORT PERSONNEL'S RESPONSIBILITY ON PROJECT					

REFERENCE PROJECT #1	APM System Engineer Name: _____	Structural Engineer - APM Name: _____	Structural Engineer - ConRAC Name: _____	Support Architect – ConRAC and APM Name: _____	Mechanical Engineer – ConRAC and APM Name: _____
PROJECT TITLE					
PROJECT COMPLETION DATE					
PROJECT DESCRIPTION & VALUE					
NAME OF REFERENCE					
REFERENCE EMPLOYER NAME					
REFERENCE TITLE					
TELEPHONE NUMBER					
EMAIL ADDRESS					
KEY OR SUPPORT PERSONNEL'S RESPONSIBILITY ON PROJECT					

REFERENCE PROJECT #1	Electrical Engineer - ConRAC Name: _____	Electrical Engineer - APM Name: _____	Fire Protection System Engineer – ConRAC and APM Name: _____	Fuel System Engineer - ConRAC Name: _____	Civil Engineer – ConRAC and APM Name: _____
PROJECT TITLE					
PROJECT COMPLETION DATE					
PROJECT DESCRIPTION & VALUE					
NAME OF REFERENCE					
REFERENCE EMPLOYER NAME					
REFERENCE TITLE					
TELEPHONE NUMBER					
EMAIL ADDRESS					
KEY OR SUPPORT PERSONNEL'S RESPONSIBILITY ON PROJECT					

REFERENCE PROJECT #2	Program Director – ConRAC and APM Name: _____	Program Manager for Design – ConRAC and APM Name: _____	Program Manager for Construction – ConRAC and APM Name: _____	Lead Architect – ConRAC and APM Name: _____	ConRAC Designer Name: _____
PROJECT TITLE					
PROJECT COMPLETION DATE					
PROJECT DESCRIPTION & VALUE					
NAME OF REFERENCE					
REFERENCE EMPLOYER NAME					
REFERENCE TITLE					
TELEPHONE NUMBER					
EMAIL ADDRESS					
KEY OR SUPPORT PERSONNEL'S RESPONSIBILITY ON PROJECT					

REFERENCE PROJECT #2	APM System Engineer Name: _____	Structural Engineer - APM Name: _____	Structural Engineer - ConRAC Name: _____	Support Architect – ConRAC and APM Name: _____	Mechanical Engineer – ConRAC and APM Name: _____
PROJECT TITLE					
PROJECT COMPLETION DATE					
PROJECT DESCRIPTION & VALUE					
NAME OF REFERENCE					
REFERENCE EMPLOYER NAME					
REFERENCE TITLE					
TELEPHONE NUMBER					
EMAIL ADDRESS					
KEY OR SUPPORT PERSONNEL'S RESPONSIBILITY ON PROJECT					

REFERENCE PROJECT #2	Electrical Engineer - ConRAC Name: _____	Electrical Engineer - APM Name: _____	Fire Protection System Engineer – ConRAC and APM Name: _____	Fuel System Engineer – ConRAC and APM Name: _____	Civil Engineer – ConRAC and APM Name: _____
PROJECT TITLE					
PROJECT COMPLETION DATE					
PROJECT DESCRIPTION & VALUE					
NAME OF REFERENCE					
REFERENCE EMPLOYER NAME					
REFERENCE TITLE					
TELEPHONE NUMBER					
EMAIL ADDRESS					
KEY OR SUPPORT PERSONNEL'S RESPONSIBILITY ON PROJECT					

NOTE: This page is to be completed once for each key and support personnel listed in Appendix C.

APPENDIX E
KEY AND SUPPORT PERSONNEL RESUMES

August 7, 2013

Name of Respondent Submitting RFQ: _____

Federal Employer Identification (FEI) number: _____

Person's Name: _____

Current Firm's Name: _____

Title Within Current Firm: _____

Years Experience with Current Firm: _____ With Other Firms: _____

Education: Degrees / School / Year / Specialization:

Professional Affiliation(s):

Active Registration(s):

Proposed Project Assignment / Role and Responsibilities for this RFQ:

Page _____ of _____

NOTE: For each key and support personnel listed in Appendix C, this page must be completed for each and every project of comparable scope and complexity. This page may be duplicated, as many times as necessary, to describe each project.

APPENDIX E
KEY AND SUPPORT PERSONNEL RESUMES

Name of Respondent Submitting RFQ: _____

Person's Name: _____

Project Experience of Comparable Scope and Complexity

Project Name: _____

Project Location: _____

Owner Name: _____

Indicate Whether Design / Build, Design / Bid / Build or Construction Management:

Project Schedule: Start Date: _____ End Date: _____

Project Completed on Schedule (Y/N): _ Within Budget (Y/N): _

Explanation if answer is "No" to any of the above:

Approximate Building Size (SF) _____

Total Project Cost: \$ _____

Brief Project Description:

Project Assignment / Role: _____

Name of Firm with which person was associated: _____

Duration of time (in %) actively involved on Project: _____%

Duration on the project will be defined in terms of project phases:

Within the range of 0% to 100% (with 100% being full time), indicate the percent of time this person was committed for each phase of the project:

PHASES:

Schematic Design _____%

Design Development _____%

Construction Documents _____%

Construction Administration _____%

Page _____ of _____

NOTE: For each key and support personnel listed in Appendix C, this page must be completed for each and every project of comparable scope and complexity. This page may be duplicated, as many times as necessary, to describe each project.

APPENDIX E
KEY AND SUPPORT PERSONNEL RESUMES

Name of Respondent Submitting RFQ: _____

Person's Name: _____

Detailed Project Participation and Responsibilities:

Page _____ of _____

NOTE: After completing all of the pages necessary to describe the individual project experience of each key and support personnel listed in Appendix C, this page should be used only once to expand upon the other relevant experience and qualifications of each key and support personnel listed in Appendix C.

APPENDIX E
KEY AND SUPPORT PERSONNEL RESUMES

Name of Respondent Submitting RFQ: _____

Person's Name: _____

Other Experience and Qualities Relevant to Project:

Page _____ of _____

APPENDIX F.1
RESPONDENT'S EXPERIENCE IN WORK OF COMPARABLE SCOPE AND COMPLEXITY

August 7, 2013

Name of Respondent submitting RFQ _____

PROJECT DETAILS	PROJECT #1	PROJECT #2
PROJECT TITLE		
OWNER NAME		
NAME OF OWNER'S PROJECT REPRESENTATIVE		
REFERENCE TITLE		
TELEPHONE NUMBER		
DEFINITIVE DESCRIPTION OF PROJECT		
UNIQUE FEATURES OF THE DESIGN OR SPECIAL CONDITIONS		
PROJECT BUDGET		
CONSTRUCTION DURATION		
CONSTRUCTION COST		
PROJECT COMPLETION DATE (actual or scheduled)		
RESPONDENT'S PERSONNEL NAMES AND PROJECT ROLE AND RESPONSIBILITIES		

<p>CHECK WHICH KEY PERSONNEL LISTED ON APPX. C WERE PART OF THE ABOVE PROJECT</p>	<p><input type="checkbox"/> PROGRAM DIRECTOR – ConRAC and APM Name: _____</p> <p><input type="checkbox"/> PROGRAM MANAGER FOR CONSTRUCTION – ConRAC and APM Name: _____</p>	<p><input type="checkbox"/> PROGRAM DIRECTOR – ConRAC and APM Name: _____</p> <p><input type="checkbox"/> PROGRAM MANAGER FOR CONSTRUCTION – ConRAC and APM Name: _____</p>
<p>RESPONDENT'S ROLE, RESPONSIBILITIES (prime or sub-consultant)</p>		

APPENDIX F.2
ConRAC ARCHITECTURE FIRM'S EXPERIENCE IN WORK OF COMPARABLE SCOPE AND COMPLEXITY

August 7, 2013

Name of Respondent submitting RFQ _____

PROJECT DETAILS	PROJECT #1	PROJECT #2
PROJECT TITLE		
OWNER NAME		
NAME OF OWNER'S PROJECT REPRESENTATIVE		
REFERENCE TITLE		
TELEPHONE NUMBER		
DEFINITIVE DESCRIPTION OF PROJECT		
UNIQUE FEATURES OF THE DESIGN OR SPECIAL CONDITIONS		
PROJECT BUDGET		
CONSTRUCTION DURATION		
CONSTRUCTION COST		
PROJECT COMPLETION DATE (actual or scheduled)		
RESPONDENT'S PERSONNEL NAMES AND PROJECT ROLE AND RESPONSIBILITIES		

<p>CHECK WHICH KEY OR SUPPORT PERSONNEL LISTED ON APPX. C WERE PART OF THE ABOVE PROJECT</p>	<p><input type="checkbox"/> PROGRAM MANAGER FOR DESIGN – ConRAC and APM Name: _____</p> <p><input type="checkbox"/> LEAD ARCHITECT – ConRAC and APM Name: _____</p> <p><input type="checkbox"/> CONRAC DESIGNER Name: _____</p> <p><input type="checkbox"/> SUPPORT ARCHITECT – ConRAC and APM Name: _____</p>	<p><input type="checkbox"/> PROGRAM MANAGER FOR DESIGN – ConRAC and APM Name: _____</p> <p><input type="checkbox"/> LEAD ARCHITECT – ConRAC and APM Name: _____</p> <p><input type="checkbox"/> CONRAC DESIGNER Name: _____</p> <p><input type="checkbox"/> SUPPORT ARCHITECT – ConRAC and APM Name: _____</p>
<p>RESPONDENT'S ROLE, RESPONSIBILITIES (prime or sub-consultant)</p>	<p>_____</p>	<p>_____</p>

APPENDIX F.3
ConRAC DESIGN FIRM'S EXPERIENCE IN WORK OF COMPARABLE SCOPE AND COMPLEXITY

August 7, 2013

Name of Respondent submitting RFQ _____

PROJECT DETAILS	PROJECT #1	PROJECT #2
PROJECT TITLE		
OWNER NAME		
NAME OF OWNER'S PROJECT REPRESENTATIVE		
REFERENCE TITLE		
TELEPHONE NUMBER		
DEFINITIVE DESCRIPTION OF PROJECT		
UNIQUE FEATURES OF THE DESIGN OR SPECIAL CONDITIONS		
PROJECT BUDGET		
CONSTRUCTION DURATION		
CONSTRUCTION COST		
PROJECT COMPLETION DATE (actual or scheduled)		
RESPONDENT'S PERSONNEL NAMES AND PROJECT ROLE AND RESPONSIBILITIES		

<p>CHECK WHICH KEY OR SUPPORT PERSONNEL LISTED ON APPX. C WERE PART OF THE ABOVE PROJECT</p>	<p><input type="checkbox"/> PROGRAM MANAGER FOR DESIGN – ConRAC and APM Name: _____</p> <p><input type="checkbox"/> LEAD ARCHITECT – ConRAC and APM Name: _____</p> <p><input type="checkbox"/> CONRAC DESIGNER Name: _____</p> <p><input type="checkbox"/> SUPPORT ARCHITECT – ConRAC and APM Name: _____</p>	<p><input type="checkbox"/> PROGRAM MANAGER FOR DESIGN – ConRAC and APM Name: _____</p> <p><input type="checkbox"/> LEAD ARCHITECT – ConRAC and APM Name: _____</p> <p><input type="checkbox"/> CONRAC DESIGNER Name: _____</p> <p><input type="checkbox"/> SUPPORT ARCHITECT – ConRAC and APM Name: _____</p>
<p>RESPONDENT'S ROLE, RESPONSIBILITIES (prime or sub-consultant)</p>	<p>_____</p>	<p>_____</p>

APPENDIX F.4
APM SYSTEM ENGINEERING FIRM'S EXPERIENCE IN WORK OF COMPARABLE SCOPE AND COMPLEXITY

August 7, 2013

Name of Respondent submitting RFQ _____

PROJECT DETAILS	PROJECT #1	PROJECT #2
PROJECT TITLE		
OWNER NAME		
NAME OF OWNER'S PROJECT REPRESENTATIVE		
REFERENCE TITLE		
TELEPHONE NUMBER		
DEFINITIVE DESCRIPTION OF PROJECT		
UNIQUE FEATURES OF THE DESIGN OR SPECIAL CONDITIONS		
PROJECT BUDGET		
CONSTRUCTION DURATION		
CONSTRUCTION COST		
PROJECT COMPLETION DATE (actual or scheduled)		
RESPONDENT'S PERSONNEL NAMES AND PROJECT ROLE AND RESPONSIBILITIES		

<p>CHECK WHICH KEY PERSONNEL LISTED ON APPX. C WERE PART OF THE ABOVE PROJECT</p>	<p><input type="checkbox"/> APM SYSTEM ENGINEER Name: _____</p>	<p><input type="checkbox"/> APM SYSTEM ENGINEER Name: _____</p>
<p>RESPONDENT'S ROLE, RESPONSIBILITIES (prime or sub-consultant)</p>	<p>_____</p>	<p>_____</p>

INFORMS PACKAGE

**APPENDIX G
LOCATION**

August 7, 2013

Name of Respondent submitting RFQ _____

KEY AND SUPPORT PERSONNEL	PROGRAM DIRECTOR – ConRAC and APM Name: _____	PROGRAM MANAGER FOR DESIGN – ConRAC and APM Name: _____	PROGRAM MANAGER FOR CONSTRUCTION – ConRAC and APM Name: _____
ADDRESS OF CURRENT DAILY WORKING OFFICE			
ADDRESS OF PROPOSED DAILY WORKING OFFICE DURING DESIGN			
ADDRESS OF PROPOSED DAILY WORKING OFFICE DURING CONSTRUCTION			
KEY AND SUPPORT PERSONNEL	LEAD ARCHITECT – ConRAC and APM Name: _____	ConRAC DESIGNER Name: _____	APM SYSTEM ENGINEER Name: _____
ADDRESS OF CURRENT DAILY WORKING OFFICE			
ADDRESS OF PROPOSED DAILY WORKING OFFICE DURING DESIGN			
ADDRESS OF PROPOSED DAILY WORKING OFFICE DURING CONSTRUCTION			
KEY AND SUPPORT PERSONNEL	STRUCTURAL ENGINEER - APM Name: _____	STRUCTURAL ENGINEER - ConRAC Name: _____	SUPPORT ARCHITECT – ConRAC and APM Name: _____
ADDRESS OF CURRENT DAILY WORKING OFFICE			
ADDRESS OF PROPOSED DAILY WORKING OFFICE DURING DESIGN			
ADDRESS OF PROPOSED DAILY WORKING OFFICE DURING CONSTRUCTION			

CONSTRUCTION			
KEY AND SUPPORT PERSONNEL	MECHANICAL ENGINEER – ConRAC and APM Name: _____	ELECTRICAL ENGINEER - ConRAC Name: _____	ELECTRICAL ENGINEER - APM Name: _____
ADDRESS OF CURRENT DAILY WORKING OFFICE			
ADDRESS OF PROPOSED DAILY WORKING OFFICE DURING DESIGN			
ADDRESS OF PROPOSED DAILY WORKING OFFICE DURING CONSTRUCTION			
KEY AND SUPPORT PERSONNEL	FIRE PROTECTION SYSTEM ENGINEER – ConRAC and APM Name: _____	FUEL SYSTEM ENGINEER - ConRAC Name: _____	CIVIL ENGINEER – ConRAC and APM Name: _____
ADDRESS OF CURRENT DAILY WORKING OFFICE			
ADDRESS OF PROPOSED DAILY WORKING OFFICE DURING DESIGN			
ADDRESS OF PROPOSED DAILY WORKING OFFICE DURING CONSTRUCTION			

APPENDIX H
WOMAN AND MINORITY OWNED BUSINESS ENTERPRISE ASSURANCE AND
PARTICIPATION (ConRAC)

August 7, 2013

Participation by woman-owned or minority-owned businesses certified by Hillsborough County, the City of Tampa, State of Florida Department of Management Services Office of Supplier Diversity (OSD) or as a Disadvantaged Business Enterprise certified under the Florida Unified Certification Program (FLUCP), hereinafter W/MBEs or W/MBE firms, will be required during the design and construction of the Program and will be incorporated in all applicable agreements.

The Respondent will assure and demonstrate that they will subcontract to certified W/MBEs at least **18.0%** of the total dollar amount earned on the design phase of the ConRAC portion of the Program.

Additionally, the Respondent will assure that they will subcontract to certified W/MBEs at least **19.0%** of the total dollar amount earned on the construction phase of the ConRAC portion of the Program.

Each Respondent will complete and submit this Appendix H, entitled Woman and Minority Owned Business Enterprise Assurance and Participation (ConRAC) and W/MBE Letter of Intent Design (ConRAC), and by signing below, assures and demonstrates their commitment to participation by W/MBEs in an amount at least equal to the W/MBE expectancies set forth in the RFQ or clearly demonstrates in their response their good faith efforts to meet these expectancies.

On all RFQ submittals for which an expectancy has been established, Respondents are required to submit W/MBE participation information to the Authority as part of their RFQ submittal. A separate Letter of Intent must be completed for each W/MBE firm proposed to participate in the design phase of the ConRAC portion of the Program. No Letter(s) of Intent for the construction of the ConRAC portion of the Program are required at this time. Failure of a Respondent to submit the following W/MBE information on the Letter of Intent Design (ConRAC) in their RFQ submittal may render the submittal non-responsive:

1. The names and addresses of W/MBE firms that will participate in the RFQ submittal;
2. A description of the work each named W/MBE firm will perform;
3. The percentage participation by each named W/MBE firm;
4. Written documentation of the Respondent's commitment to use a W/MBE firm whose participation it submits to meet a contract expectancy;
5. Written confirmation from the W/MBE firm that it will be participating in the contract as provided in the RFQ submittal; and
6. A copy of each named W/MBE firm's certification letter from the City of Tampa, Hillsborough County, or State of Florida Department of Management Services Office of Supplier Diversity (OSD) or DBE certification letter under the FLUCP.

(Name of Respondent)

By: _____
(Signature)

Title: _____

Date: _____

APPENDIX I
WOMAN AND MINORITY OWNED BUSINESS ENTERPRISE ASSURANCE AND PARTICIPATION (APM)

August 7, 2013

Participation by woman-owned or minority-owned businesses certified by Hillsborough County, the City of Tampa, State of Florida Department of Management Services Office of Supplier Diversity (OSD) or as a Disadvantaged Business Enterprise certified under the Florida Unified Certification Program (FLUCP), hereinafter W/MBEs or W/MBE firms, will be required during the design and construction of the Program and will be incorporated in all applicable agreements.

The Respondent will assure and demonstrate that they will subcontract to certified W/MBEs at least **18.0%** of the total dollar amount earned on the design phase of the APM portion of the Program.

Additionally, the Respondent will assure that they will subcontract to certified W/MBEs at least **19.0%** of the total dollar amount earned on the construction phase of the APM portion of the Program.

Each Respondent will complete and submit this Appendix I, entitled Woman and Minority Owned Business Enterprise Assurance and Participation (APM) and W/MBE Letter of Intent Design (APM), and by signing below, assures and demonstrates their commitment to participation by W/MBEs in an amount equal to the W/MBE expectancies set forth in the RFQ or clearly demonstrates in their response their good faith efforts to meet these expectancies.

On all RFQ submittals for which an expectancy has been established, Respondents are required to submit W/MBE participation information to the Authority as part of their RFQ submittal. A separate Letter of Intent must be completed for each W/MBE firm proposed to participate in the design phase of the APM portion of the Program. No Letter(s) of Intent for the construction phase of the APM portion of the Program are required at this time. Failure of a Respondent to submit the following W/MBE information on the Letter of Intent Design (APM) in their RFQ submittal may render the submittal non-responsive:

1. The names and addresses of W/MBE firms that will participate in the RFQ submittal;
2. A description of the work each named W/MBE firm will perform;
3. The percentage participation by each named W/MBE firm;
4. Written documentation of the Respondent's commitment to use a W/MBE firm whose participation it submits to meet a contract expectancy;
5. Written confirmation from the W/MBE firm that it will be participating in the contract as provided in the RFQ submittal; and
6. A copy of each named W/MBE firm's certification letter from the City of Tampa, Hillsborough County, or State of Florida Department of Management Services Office of Supplier Diversity (OSD) or DBE certification letter under the FLUCP.

(Name of Respondent)

By: _____
(Signature)

Title: _____

Date: _____

Appendix J
Scrutinized Company Certification

Solicitation No. 13-411-040

This certification is required pursuant to Florida Statute Section 287.135.

As of July 1, 2012, a company that, at the time of bidding or submitting a proposal/response for a new contract/response or renewal of an existing contract/agreement, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created Pursuant to Florida Statute Section 215.473, is ineligible for, and may not bid on, submit a proposal/response for, or enter into or renew a contract/agreement with an agency or local governmental entity for goods or services of \$1 million or more.

Company: _____ FID or EIN No.: _____

Address: _____ City/State/Zip: _____

I, _____, as a representative of _____

certify and affirm that this company is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Signature

Title

Printed Name

Date

APPENDIX K
AUTHORITY POLICY P411: SELECTION OF PROFESSIONAL SERVICES FOR
CCNA

August 7, 2013

PURPOSE: To establish a policy for the selection of development related professional services firms, including design-build firms for professional services and the Consulting Engineer, pursuant to the Consultant's Competitive Negotiation Act (CCNA).

LEGAL CONSIDERATION: The Authority must adopt procedures consistent with the CCNA, Section 287.055, Florida Statutes, for the selection of design-build firms.

Pursuant to the Authority's Enabling Act, the Authority has issued revenue bonds secured by the Trust Agreement, which requires the services of a Consulting Engineer (Trust Agreement, Section 7.05). The selection of the Consulting Engineer will be in accordance with the Consultants' Competitive Negotiation Act (CCNA), Section 287.055, Florida Statutes.

POLICY: The Authority will follow the procedures contained in this policy for the retention of development related professional services. Requests for qualifications (RFQ) or requests for proposals (RFP) utilized by the Authority in the retention of development related professional services required to follow the CCNA will contain a copy of this policy.

A. Definitions:

1. Authority means the Hillsborough County Aviation Authority.
2. Professional services means those services within the scope of the practice of architecture, engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the State of Florida, or those services performed by any architect, engineer, landscape architect or registered surveyor and mapper in connection with his or her professional employment or practice.
3. Professional services firm means any individual, firm, partnership, corporation, association or other legal entity permitted by law to practice architecture, engineering, landscape architecture or surveying and mapping in the State of Florida.
4. Compensation means the total amount paid by the Authority for professional services or design-build services.
5. Project means that fixed capital outlay, study or planning activity described in the public notice of the Authority.
6. A design-build firm means a partnership, corporation or other legal entity that:

APPENDIX K
AUTHORITY POLICY P411: SELECTION OF PROFESSIONAL SERVICES FOR
CCNA

August 7, 2013

- a. Is certified under Section 489.119, Florida Statutes, to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or
 - b. Is certified under Section 471.023, Florida Statutes, to practice or to offer to practice engineering; certified under Section 481.219, Florida Statutes, to practice or to offer to practice architecture; or certified under Section 481.319, Florida Statutes, to practice or to offer to practice landscape architecture.
7. A design-build contract means a single contract with a design-build firm for the design and construction of an Authority construction project.
 8. A design criteria package means concise, performance-oriented drawings or specifications of the Authority construction project. The purpose of the design criteria package is to furnish sufficient information to permit design-build firms to prepare a response to the Authority's RFQ or RFP. The design criteria package must specify performance-based criteria for the Authority's construction project, including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal, and parking requirements applicable to the project.
 9. A design criteria professional means a firm who holds a current certificate of registration under Chapter 481, Florida Statutes to practice architecture or landscape architecture, or a firm who holds a current certificate as a registered engineer under Chapter 471, Florida Statutes to practice engineering, and who is employed by or under contract to the Authority for the provision of professional architecture services, landscape architect services or engineering services in connection with the preparation of the design criteria package.
 10. A technical evaluation committee means a select group of individuals with the appropriate technical expertise to compare and evaluate responses to RFQs and RFPs relative to the project description, scope and complexity.
- B. Applicability:

This policy is to be followed when selecting firms to provide professional or design-build services for projects whose estimated basic construction cost is in excess of the threshold

APPENDIX K
AUTHORITY POLICY P411: SELECTION OF PROFESSIONAL SERVICES FOR
CCNA

August 7, 2013

amount provided in Section 287.017, Florida Statutes, for Category Five, or a planning or study activity when the estimated fee for professional services exceeds the threshold amount provided in Section 287.017, Florida Statutes, for Category Two and when selecting the Consulting Engineer.

When professional services firms, including design-build firms, are evaluated and selected on the basis of qualifications, the Authority will employ or retain a licensed design professional appropriate to the projects to serve on the technical evaluation committee.

C. Public Announcement:

Public announcements for solicitations will be in accordance with Standard Procedure S410.14, Advertisement or Due Public Notice.

D. Consulting Engineer:

The Consulting Engineer will fulfill all requirements of the Trust Agreement including providing plans, specifications and cost estimates for repairing, replacing and reconstructing damaged or destroyed property insured by the Authority. The Consulting Engineer may also serve as an extension of the Authority's staff as demand for the Consulting Engineer's technical expertise warrants.

The Consulting Engineer will be eligible to serve as a project engineer for any project requiring selection of the engineer pursuant to the CCNA, where no conflict will occur.

There is no restriction regarding the award of successive contracts with the Consulting Engineer.

E. Requests for Qualifications or Proposals:

RFQs will be used for qualifications based selections, and RFPs will be used for design-build, criteria based selections.

For RFQ based selections, the following data will be included in the RFQ for selection of consultants and design-build firms:

1. As detailed a description of the project as possible including, but not limited to, the following:

APPENDIX K
AUTHORITY POLICY P411: SELECTION OF PROFESSIONAL SERVICES FOR
CCNA

August 7, 2013

- a. location of project;
- b. time frame for design and construction;
- c. estimated cost of the total project;
- d. scope of services required or design criteria package;
- e. availability of existing reports, studies and analysis, etc.;
- f. the date responses are due.

2. Solicitation Requirements

Solicitation documents for CCNA must include a standard qualifying data request for the following information:

- a. most current Standard Form 330 Part II, or superseding form;
- b. a copy of the current Florida professional registration certificate(s) for the services to be furnished;
- c. if qualified by the Florida Department of Transportation, a copy of such certification.

3. A copy of this policy.

4. An outline describing the proper procedures to be followed by firms in preparing a response to the RFQ.

5. A copy of the technical qualification and evaluation form, including weighted criteria, to be used by the Authority for the project.

For RFPs for design-build, criteria based selections, the following data will be included:

1. A design criteria package, prepared by a design criteria professional, for the design and construction of the project.

2. The criteria, procedures, and standards for the evaluation of proposals and bids, based on price, technical and design aspects of the public construction project, weighted for the project.

3. The minimum qualifications required in order to submit a competitive proposal in a responsible manner.

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August 7, 2013

4. An outline describing the proper procedures to be followed in preparing a response to the RFP.
5. The procedure by which the detailed working drawings of the project will be supervised or approved.
6. The procedure by which the design criteria professional will evaluate the compliance of the project construction with the design criteria package.

F. Technical Evaluation Committee Procedure:

Each response will be independently evaluated by each member of the technical evaluation committee. Subsequently, a noticed public meeting will be convened at which time the technical evaluation committee team members will discuss their evaluations and assign each respondent a single score for each of the weighted areas outlined in the RFQ or RFP. Each respondent's score in each of the weighted areas will be recorded on the appropriate form. Once all of the scores have been recorded and totaled, they will be arranged in descending order of their totals. These findings will be supported with specific detail noting the strengths and weaknesses of each respondent in the weighted areas. The technical evaluation committee's final scoring and supporting documentation will be presented to the CEO for review along with a ranking of at least the top three highest ranked technically qualified firms.

G. Establishing the Order of Preference:

At a scheduled meeting of the Board, the Chief Executive Officer (CEO) will present the Board with a recommendation of at least the top three highest ranked technically qualified firms. The Board will also be provided with the volume of work previously awarded by the Authority to each ranked firm, with the object of effecting an equitable distribution of contracts among qualified firms.

The Board may ask the firms to make a presentation prior to establishing the order of preference, from which contract negotiations will be undertaken, or may forgo presentations and select at least three firms, in order of preference, with which contract negotiations will be undertaken.

The Board will establish the order of preference by one of the following methods:

1. By formal motion procedure, or

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2. The CEO will read the list of recommended firms in order of rank, one at a time, and will ask for a vote after each reading, by clear indication, of the Board members who wish to select the firm as number one. To be chosen number one the firm must receive a minimum of three votes.

If after the first round of voting no firm receives three affirmative votes, the voting will be repeated using only those firms that previously received the most first place votes. If after a second round of voting no firm receives three first place votes, then the entire process will be repeated.

This process will be repeated to establish the ranking of the remaining firms. Each board member will vote for only one firm in any round of voting.

In the event only one firm responds to the solicitation, the Board may either authorize contract negotiations to be undertaken with that firm or reject the submission and avoid and refrain from awarding the contract.

H. Competitive Negotiation:

Staff will attempt to negotiate a contract with the firms selected in the order of preference established by the Board.

If a satisfactory contract cannot be negotiated, the Board, at a scheduled meeting, can take such action as it deems proper, including: 1) further instruction to staff regarding negotiations, 2) modifying the scope of the project or budget, or both, 3) rejecting all submissions and avoiding and refraining from awarding the contract, or 4) selecting at least three firms, in order of preference, from the previously submitted technical evaluations of responses.

APPENDIX L

SAMPLE

AGREEMENT BETWEEN
OWNER AND DESIGN-BUILDER

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ATTACHMENT 1-BASIC SERVICES

ATTACHMENT 2-ADDITIONAL SERVICES

ATTACHMENT 3-FEE AND SCOPE PROPOSAL

PART 1 AGREEMENT

This Part 1 Agreement (Agreement) for design-build services is made and entered into this ____ day of _____, 20__ 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 _____, a _____ Corporation, authorized to do business in the State of Florida, hereinafter referred to as the "Design-Builder".

For the following Program: _____, Authority Project Nos. _____

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

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

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

TERMS AND CONDITIONS – PART 1 AGREEMENT

**ARTICLE 1
DESIGN-BUILDER**

1.1 SERVICES

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

1.2 RESPONSIBILITIES

1.2.1 The services that the Design-Builder will provide to the Owner under this Agreement will be as follows, and in general accordance with the Owner's request for qualifications dated _____, entitled "Request for Qualifications _____ at Tampa International Airport", which is incorporated by reference herein, and the Design-Builder's fee and scope proposal dated _____, entitled "_____ Authority Project Nos. _____," which is attached hereto and incorporated by reference herein. In the event of any conflicts between this Agreement and any other documents, the precedence in resolving such conflicts will be as follows:

- 1.2.1.1 This Agreement
- 1.2.1.2 Design-Builder's fee and scope proposal
- 1.2.1.3 The Owner's request for qualifications
- 1.2.1.4 Relevant portions of the Design-Builder's response to request for qualifications

1.2.2 All design services provided by or through Design-Builder pursuant to this Agreement must be performed by qualified design professionals (Designer). The contractual obligations of such professional persons or entities are undertaken and performed in the interest of the Design-Builder. Design-Builder designates _____, whose business address is _____, to serve as the program director. The program director will be authorized and responsible to act on behalf of the Design-Builder with respect to directing, coordinating and administering all aspects of the services to be provided and performed under this Agreement. Design-Builder designates _____, whose title is _____, whose business address is _____, and who will have full authority to bind and obligate the Design-Builder on all matters arising out of or relating to this Agreement. The Design-Builder agrees that the program director will devote whatever time is required to satisfactorily manage the services to be provided and performed by the Design-Builder hereunder. Any replacement of the program director will be subject to the prior approval and acceptance of the Owner.

- 1.2.3 The agreements between the Design-Builder and the persons or entities identified in this Agreement as providing architectural and engineering services, and any subsequent modifications thereto, must be in writing. These agreements, including financial arrangements with respect to this Program, must be promptly and fully disclosed to the Owner. Though the contractual obligations of such professional persons or entities are undertaken and performed in the interest of the Design-Builder, it is expressly acknowledged and agreed by Design-Builder that Owner will be identified as an intended third party beneficiary of all agreements, subcontracts and purchase orders of Design-Builder related to this Agreement.
- 1.2.4 Construction budgets must be prepared by qualified professionals, cost estimators or contractors retained by and acting in the interest of the Design-Builder.
- 1.2.5 The Design-Builder will be responsible to the Owner for acts and omissions of the Design-Builder's employees, subcontractors and their agents and employees, and all other persons or entities, including the Designer and other design professionals, performing any portion of the Design-Builder's obligations under this Agreement.
- 1.2.6 Prior to the termination of the services of the Designer or any other design professional designated in this Agreement, the Design-Builder will identify to the Owner in writing another design professional, with respect to whom the Owner has no reasonable objection, who will provide the services originally to have been provided by the Designer or other design professional whose services are being terminated.
- 1.2.7 If the Design-Builder believes or is advised by the Designer or by another design professional retained to provide services on the Program that implementation of any instruction received from the Owner would cause a violation of any applicable law, the Design-Builder must promptly notify the Owner in writing. Neither the Design-Builder nor the Designer will be obligated to perform any act which violates any applicable law.
- 1.2.8 Nothing contained in this Agreement will create a contractual relationship between the Owner and any person or entity other than the Design-Builder, except for the third party beneficiary obligation set forth in Paragraph 1.2.3 above.

1.3 BASIC SERVICES

- 1.3.1 The Basic Services to be performed must commence on the date established in an executed work order and must be completed in accordance with Design-Builder's fee and scope proposal. Work orders are intended to be discrete working documents that will provide, in summary form, the background and factual context within which a particular work element or series of work elements will be completed by the Design-Builder. Each work order will include a scope of services, level of effort and related costs. Work orders will be construed to be in addition to, supplementary to, and consistent with the provisions of the Design-Builder's fee and scope proposal. Upon request by the Owner, Design-Builder will prepare and submit a work order to the

Owner for review and approval. Work order forms will be provided by the Owner along with a detailed outline of design deliverables. Agreements involving multiple project numbers or airport locations will require work orders to identify basic services and reimbursement expense amounts per project and/or location. Supporting backup of the work classification, raw rates, overhead and weighted rate calculation will be submitted in Excel format when the work order is submitted.

- 1.3.2 The Design-Builder will provide a preliminary evaluation of the Owner's Program and Program budget requirements, each in terms of the other.
- 1.3.3 The Design-Builder will visit the Program site, become familiar with the local conditions, and correlate observable conditions with the requirements of the Owner's Program, schedule, and budget.
- 1.3.4 The Design-Builder will review laws applicable to design and construction of the Program, correlate such laws with the Owner's Program requirements and advise the Owner if any Program requirement may cause a violation of such laws. Necessary changes to the Owner's Program will be accomplished by appropriate written modification or disclosed as described in Paragraph 1.3.6.
- 1.3.5 The Design-Builder will review with the Owner alternative approaches to design and construction of the Program.
- 1.3.6 The Design-Builder will submit to the Owner a GMP Proposal, including the final design documents, a statement of the proposed guaranteed maximum price and a proposed guaranteed completion date of the Program. Final design documents will consist of final construction design drawings, specifications or other documents sufficient to establish the size, quality and character of the entire Program including its architectural, structural, mechanical and electrical systems, and materials and such other elements of the Program as may be appropriate. Deviations from the Owner's program will be disclosed and expressly highlighted in the GMP Proposal. If the GMP Proposal is accepted by the Owner, the parties will then execute the Part 2 Agreement. Notwithstanding anything herein to the contrary, Owner reserves the absolute right, in its sole discretion, to reject the GMP Proposal and not execute the Part 2 Agreement for any or no reason whatsoever, or to terminate this Agreement in accordance with Article 8. In such event, all final design documents, including all Program Documents (as defined in Paragraph 3.1), will become the property of the Owner and Owner will be entitled to retain and use all such Program Documents as set forth in Paragraphs 3.1 and 8.5 herein.

1.4 ADDITIONAL SERVICES

- 1.4.1 The Additional Services described below will be provided by the Design-Builder and paid for by the Owner if authorized and confirmed in writing by the Owner.
 - 1.4.1.1 Making revisions in the final design documents, budget or other documents when such revisions are not the result of the fault or neglect of

the Design-Builder or anyone for whom the Design-Builder is responsible and are:

- 1.4.1.1.1 Inconsistent with approvals or instructions previously given by the Owner, including substantial revisions made necessary by adjustments in the Owner's Program or Program budget;
- 1.4.1.1.2 Due to substantial changes required as a result of the Owner's failure to render decisions in a timely manner.
- 1.4.1.2 Providing more extensive programmatic criteria than that furnished by the Owner as described in Paragraph 2.1 and other Contract Documents.
- 1.4.1.3 Providing such other design-build services that may be required for the successful completion of the Program not otherwise covered herein.

ARTICLE 2 OWNER

2.1 RESPONSIBILITIES

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

- 2.1.6 Upon written request, the Owner will make available record documents and drawings in its possession, of which it is aware, for any existing buildings and/or facilities. To the extent known and in its possession, Owner will make available to the Design-Builder prior to and during the performance of the Work record documents and Drawings pertaining to the existing buildings and/or facilities relative to this Program. Record documents and Drawings will not be considered a part of the Contract Documents. Owner does not warrant to the Design-Builder the accuracy or completeness of such record documents and Drawings and the Design-Builder will be solely responsible for all assumptions made in reliance thereupon. Record documents and Drawings are not warranted or intended to be complete depictions of existing conditions, nor do they necessarily indicate concealed conditions. The locations of electrical conduit, telephone lines and conduit, computer cables, FAA cables, storm lines, sanitary lines, irrigation lines, gas lines, mechanical apparatus and appurtenances, HVAC piping/ductwork and plumbing may only appear schematically, if at all, and the actual location of such equipment and lines is in many cases unknown.
- 2.1.7 The Owner will disclose, to the extent known, the results and reports of prior tests, inspections or investigations conducted for the Program involving: structural or mechanical systems; chemical, air and water pollution; hazardous materials; or other environmental and subsurface conditions. The Owner will disclose all information known to the Owner regarding the presence of pollutants at the Program site. The Owner does not warrant the correctness or completeness of any such information and accepts no responsibility therefore.
- 2.1.8 The Owner will furnish all legal, accounting and insurance counseling services as the Owner may require at any time for the Program, including such auditing services as are needed to verify the Design-Builder's applications for payment.
- 2.1.9 The Owner will promptly obtain easements, zoning variances, and legal authorizations regarding Program site utilization where essential to the execution of the Owner's program.
- 2.1.10 Those services, information, surveys, and reports described in Paragraphs 2.1.6 through 2.1.9 which are within the Owner's control will be furnished at the Owner's expense and are not part of the Contract Documents. The Owner does not warrant or certify the accuracy or completeness of any services, information, surveys or reports.
- 2.1.11 The Owner may communicate with persons or entities employed or retained by the Design-Builder, unless otherwise instructed for reasonable cause not to do so in writing by the Design-Builder.

**ARTICLE 3
OWNERSHIP AND USE OF DOCUMENTS
AND ELECTRONIC DATA**

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

**ARTICLE 4
TIME**

- 4.1 Services to be rendered by the Design-Builder will commence subsequent to the execution of this Agreement by the effective date of an executed work order issued by the Owner. Time is of the essence with respect to the performance of this Agreement.
- 4.2 Should the Design-Builder fail to commence, provide, perform or complete any of the services to be provided in a timely and diligent manner, in addition to any other rights or remedies available to the Owner, the Owner, at its sole discretion and option, may withhold any and all payments due and owing to the Design-Builder until such time as

the Design-Builder resumes performance of its obligations in such a manner so as to satisfy the Owner.

- 4.3 Upon the request of the Owner, the Design-Builder will prepare a schedule for the performance of the Basic and Additional Services which will not exceed the time limits contained in Design-Builder's fee and scope proposal referenced in Paragraph 1.2.1.2 and will include reasonably sufficient time required for the Owner's review and approval of submissions by authorities having jurisdiction over the Program.
- 4.4 If the Design-Builder is delayed in the performance of critical path services under this Agreement through no fault of the Design-Builder, any applicable schedule will be equitably adjusted. Design-Builder expressly acknowledges and agrees that it will receive no damages for delay. Design-Builder's sole remedy, if any, against Owner will be the right to seek an extension of time to the applicable schedule; provided, however, the granting of any such time extension will not be a condition precedent to the aforementioned "no damages for delay" provision. Design-Builder will incorporate the terms of this Paragraph into all of its subcontracts and require all subcontractors to similarly incorporate such terms into their sub-subcontracts.

ARTICLE 5 PAYMENTS

- 5.1 Refer to ARTICLE 9 - BASIS OF COMPENSATION for additional requirements.
- 5.2 Subsequent payments for Basic Services, Additional Services, and Reimbursable Expenses provided for in this Agreement will be made monthly on the basis set forth in Article 9.
- 5.3 With the exception of the month of September, all applications for payment will be submitted to the Authority by the third of each month. In the event that the third of the month falls on a Saturday or Sunday, applications for payment are due the next business day. Payment will be made by the third Friday of the month. Applications for payment submitted more than 20 days prior to the third Friday of the month will be rejected and returned. Due to the end of fiscal year financial closeout, September applications for payment will be submitted by September 19th, and in the event that the 19th falls on a Saturday or Sunday, applications for payment are due the next business day and subsequent payments will be made the second Friday of October. Such applications for payment submitted more than 20 days prior to the second Friday of October will be rejected and returned.
- 5.4 The Design-Builder will submit to the Owner via the Records Management Department, two executed and notarized originals and two copies of an itemized Application for Payment prepared on a form that is on the CD supplied by the Owner. The Owner will approve, disapprove or adjust the Design-Builder's application for payment within seven days after receipt. The Owner will notify the Design-Builder in writing of any reasons for withholding payment in whole or in part. Except as noted above with respect to the September application for payment, Owner will make payment by the third Friday of the month in which the application for payment was

submitted. In accordance with Florida Statute Section 255.075 – 255.078, the Design-Builder will promptly pay each subcontractor upon receipt of the payment from the Owner. Payment to the Design-Builder will release the Owner from any liens or disputes between the Design-Builder and the Design-Builder's subcontractors.

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

ARTICLE 6 AUDITING REQUIREMENTS

- 6.1 In connection with payments to the Design-Builder under this Agreement, it is agreed the Design-Builder will maintain adequate records in accordance with generally accepted accounting practices. The Owner, Federal Aviation Administration and the Comptroller General of the United States, or any duly authorized representative of each, have the right to audit the Design-Builder's records for the purpose of making audits, examinations, excerpts, and transcriptions and to determine payment eligibility under this Agreement. Access will be to all of the Design-Builder's records, including books, documents, papers, and records of Design-Builder directly pertinent to this Agreement, as well as records of parent, affiliate and subsidiary companies.
- 6.2 In the event the Design-Builder maintains its accounting or Program information in electronic format, upon request by the Owner's auditors, the Design-Builder will provide a download of its accounting or Program information in an electronic format allowing formatting, reading and manipulation in Microsoft Office products.
- 6.3 The Owner has the right during the audit to interview the Design-Builder's employees and subconsultants, make photocopies, and inspect any and all records at reasonable times. The right to initiate an audit will extend for three years after the completion date of the Work, or three years after the termination of this Agreement, whichever occurs later.
- 6.4 In the event the Design-Builder has overcharged the Owner for direct and reimbursable expenses, the Owner may assess and the Design-Builder will re-pay the Owner the amount of the overcharge, plus interest on the overcharge amount at the greater of 12% or the Federal Reserve Bank of New York prime rate plus 4% from the date the overcharge occurred. In addition, if the Design-Builder has overcharged the Owner by more than 3% of the gross direct and reimbursable amount, the Owner may assess and the Design-Builder will pay for the entire cost of the audit.
- 6.5 The Design-Builder will include a provision providing the Owner the same rights to audit at the subconsultant and subcontractor level in all of its subconsultant and subcontract agreements entered into by Design-Builder to effect Program completion.
- 6.6 Approvals by Owner's staff for any services not included in this Agreement do not act as a waiver or limitation of the Owner's right to audit.

**ARTICLE 7
DISPUTE RESOLUTION**

7.1 CLAIMS AND DISPUTES

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

- 7.1.7.3 Failure of the Work to comply with the requirements of the Contract Documents;
- 7.1.7.4 Claims, security interests or encumbrances arising out of this Agreement and unsettled.

7.2 RESOLUTION OF CLAIMS AND DISPUTES

- 7.2.1 The Owner will review each claim and its required supporting documentation and may (1) request additional information from the Design-Builder which will be immediately provided to Owner, or (2) render a decision on all or part of the claim. The Owner will notify the Design-Builder in writing of the disposition of the claim within 21 days following the receipt of such claim and supporting documentation or receipt of the required additional information, whichever is later.
- 7.2.2 If the Owner decides that the work relating to such claim should proceed regardless of the Owner's disposition of such claim, the Owner will issue to the Design-Builder a written directive to proceed. The Design-Builder will proceed as instructed.
- 7.2.3 If any claim is made pursuant to this Agreement, the Design-Builder will provide, at the Owner's request, all documents in support of the claim. If the Owner requests to review the Program Documents and the Design-Builder fails to provide them in a timely manner or has failed to preserve them, the claim by the Design-Builder will be deemed waived.
- 7.2.4 Documents in support of the claim referred to in this Article may be subject to an independent audit by the Owner. In the event the audit supports the Design-Builder's claim, the Owner will pay for the audit. In the event the audit does not support the Design-Builder's claim, the Design-Builder will pay for the audit.
- 7.2.5 Any action initiated by either party associated with a claim or dispute, and the exclusive venue and jurisdiction for any such action, will be brought in the appropriate State Court in and for Hillsborough County, Florida.

ARTICLE 8 TERMINATION OF THE AGREEMENT

- 8.1 This Agreement may be terminated by the Owner with or without cause upon at least seven days written notice to the Design-Builder. Upon termination of this Agreement there will be no further duty or obligation with regard to a Part 2 Agreement.
- 8.2 In the event of termination by Owner without cause, the Design-Builder will be entitled to receive compensation for that portion of the cost attributable to the services under this Agreement earned through the date of termination, together with reasonable reimbursable expenses then due including its reasonable termination expenses. Termination expenses are expenses directly attributable to termination, including reasonable compensation for overhead and profit on work performed. Reasonable compensation for overhead and profit will be established pursuant to

negotiation. The Design-Builder will not be entitled to any further or additional compensation from the Owner, including but not limited to, damages or lost or anticipated profits on portions of the Work not performed.

- 8.3 In the event of termination for cause, the Owner may retain all payments due to the Design-Builder at the date of termination until all of the Owner's damages (including attorney's fees) have been established and deducted from payments due. To the extent Owner's damages exceed the payments due Design-Builder, such excess will be paid by Design-Builder to Owner within ten days of Owner's written demand for same to Design-Builder.
- 8.4 Upon 30 days written notice to Owner, the Design-Builder may terminate this Agreement only if the Design-Builder is not in default of any term, provision, or covenant of this Agreement, and only upon or after the occurrence of the inability of Design-Builder to perform work for a period of longer than 90 consecutive days due to war, terrorism, or the issuance of any order, rule or regulation by a competent governmental authority or court having jurisdiction over the Owner preventing Design-Builder from operating its business for a period of longer than 90 consecutive days; provided, however, that such inability or such order, rule or regulation is not due to any fault or negligence of Design-Builder.
- 8.5 In the event this Agreement is terminated or in the event that a Part 2 Agreement is not executed, Owner will be entitled to retain and use all Program Documents furnished or prepared by or for the Design-Builder or design professionals employed or retained by the Design-Builder as set forth in Paragraph 3.1.
- 8.6 In the event the Owner terminates Design-Builder for cause pursuant to this Article 8 and it is later determined that such termination was not proper or such termination right was not otherwise available to the Owner, such termination will be deemed a termination without cause and Design-Builder's rights and remedies will be limited to those set forth in Paragraph 8.2 above.

ARTICLE 9 BASIS OF COMPENSATION

The Owner will compensate the Design-Builder for services rendered under this Agreement, as described below.

9.1 COMPENSATION FOR BASIC SERVICES

- 9.1.1 For Basic Services, compensation will be as follows:

For services performed under Article 1 hereof, total compensation to the Design-Builder will be a not-to-exceed amount of _____ Dollars (\$_____). Invoiced amounts will be based upon a percentage of work completed and supported by monthly progress reports submitted to the Owner.

- 9.1.2 Upon receipt of payment from the Owner, the Design-Builder will promptly pay each licensed design professional and each subcontractor out of the amount paid to the Design-Builder, for such licensed design professional's and subcontractor's portion of the Work. The amount to which said licensed design professional and subcontractor is entitled should reflect percentages actually retained from payments to the Design-Builder on account of such licensed design professional's and subcontractor's portion of the Work. The Design-Builder will, by appropriate agreement with each licensed design professional and each subcontractor, require each licensed design professional and each subcontractor to make payments to their respective subconsultants and sub-subcontractors in a similar manner.
- 9.1.3 The Design-Builder agrees to pay each subcontractor under this Agreement for satisfactory performance of its agreement no later than 10 days from the receipt of each payment the Design-Builder receives from the Owner. The Design-Builder agrees further to release retainage payments to each subcontractor within 10 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written notice to the Owner. This clause applies to both W/M/DBE and non-W/M/DBE subcontractors.
- 9.1.4 Invoiced amounts will be based on the Design-Builder's and subconsultant's most recent audited overhead rates or agreed upon overhead rates, personnel direct labor rates, negotiated profits and actual time billed to the Program as substantiated by backup acceptable to the Owner and supported by monthly progress reports:
- | | | |
|--|---|------------|
| Conceptual/Schematic Design Phase | - | Up to 15% |
| Design Development Phase | - | Up to 30% |
| Construction Document Phase through award of Agreement | - | Up to 80% |
| Construction Phase | - | Up to 100% |
- 9.1.5 Invoiced amounts for multiple projects or multiple locations must be identified per project and/or location.
- 9.1.6 All subconsultant and subcontractor agreements must be submitted at time of billing. Subconsultant and subcontractor agreements must include a provision providing the Owner the same rights to audit all of Design-Builder's subconsultant and subcontractor agreements entered into by it to effect Program completion.
- 9.1.7 An employee basic services spreadsheet based on the fee and scope proposal in Excel format listing the employee's name, employee's classification and employee's raw rate must be submitted before the Design-Builder's invoice submittal. If there are changes such as new employees, new classification or new raw rate, then an updated basic services spreadsheet in Excel format is required to be submitted. New classifications must have prior authorization by the Owner.
- 9.1.8 Basic services invoices that are submitted with a Design-Builder's invoice that are older than 90 days before the submission date will not be reimbursed.

- 9.1.9 Timesheets are required as supporting backup for all basic services invoice amounts. Hours billed must be clearly identified.
- 9.1.10 Overtime for all basic services must be pre-approved by the Owner.
- 9.1.11 Basic services must be organized using standard separators to identify the basic services being billed.
- 9.1.12 Rebalancing between tasks or fees must be requested with the first overage billing, along with an explanation for the overage and confirmation that the total Agreement amount will not be exceeded. Proposed supporting sheets are to be submitted at the request for rebalancing.
- 9.1.13 All permit requirements, acceptable deliverables and badges are required to be submitted seven days before submission of a final professional service invoice.
- 9.1.14 If deficiencies are found, a standard deficiency e-mail will be sent to the Design-Builder to resolve within 24 hours. If the deficiency is not resolved within that time, the Design-Builder's invoice will be returned.

9.2 COMPENSATION FOR ADDITIONAL SERVICES

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

9.3 REIMBURSABLE EXPENSES

- 9.3.1 Reimbursable expenses will not exceed _____ and No One-Hundredth Dollars (\$_____).
- 9.3.2 The Design-Builder will be reimbursed at cost for all expenses (provided that travel and subsistence will be reimbursed in accordance with the Owner's travel policy), in an amount not to exceed the maximum reimbursable amount. As specified hereinafter, the Design-Builder's reimbursable expenses will include only:
- 9.3.2.1 The cost of securing a geotechnical engineering firm which will perform all soils and sub-surface investigations, tests, reports and recommendations required for the design of the Program.
- 9.3.2.2 The cost of boundary surveys, topographic surveys, land surveys, establishment of boundary and monuments, field surveys, photogrammetry, control staking and related office computations and drafting.
- 9.3.2.3 The cost of outside special consultants to advise and assist Design-Builder throughout the Program.

- 9.3.2.4 The actual cost of reproduction and distribution of review plans and specifications and the Program Documents required for the securing of bids or quotes for the assigned Work and for the use of the Design-Builder, subcontractors, testing laboratories, and others having the need for such documents during this Agreement.
- 9.3.2.5 All costs for long distance telephone calls, postage and overnight express delivery and couriers related to the Program.
- 9.3.2.6 Expenses for parking at Tampa International Airport and transportation related to the Program outside of Hillsborough, Pinellas and Pasco Counties, including airplane and automobile travel; and the cost of meals and lodging in the event overnight travel related to the Program is required. 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 Work are reimbursable. The most efficient and economical means of transportation is required. All travel must be pre-approved by the Owner. Employee expense sheets are required as well as supporting originals or legible copies of all receipts
- 9.3.2.7 Materials for renderings, study models, film and processing expenses.
- 9.3.2.8 The costs of all required review fees required by and paid to agencies having jurisdiction. This does not include impact or development fees paid directly by the Owner or building permit fees paid by the Design-Builder.
- 9.3.2.9 Invoiced amounts for multiple projects or multiple locations must be identified per project and/or location.
- 9.3.2.10 All subconsultant signed agreements must be submitted at time of billing. Subconsultant agreements must include a provision providing the Owner the same rights to audit at the subconsultant level in all of its subconsultant agreements executed to effect Program completion.
- 9.3.2.11 Receipts/Invoices that are submitted with a professional service invoice that are older than 90 days before the submission date will not be reimbursed.
- 9.3.2.12 Mileage within the Tri-County Area (Hillsborough, Pinellas, Pasco) will not be reimbursed. Mileage is part of travel which must be pre-approved by the Owner.
- 9.3.2.13 Original or legible copies of receipts/invoices that have not been altered are required for reimbursement. Receipts/Invoices must be identified by employee and employer, and include justification of expense.
- 9.3.2.14 Equipment purchased for and paid by the Owner must be identified when being paid so that an Asset Tag can be attached to that equipment. A detail listing in Excel format must be submitted with the invoice when equipment

is purchased.

- 9.3.2.15 No purchases of alcohol will be reimbursed by the Owner.
- 9.3.2.16 Meals for Owner or local consultant staff members will not be reimbursed.
- 9.3.2.17 No front loading on Progress Payments is allowed. Progress Payments are limited to the actual invoiced amounts.
- 9.3.2.18 Pre-approval from the Owner is necessary for office or petty cash expenditures.
- 9.3.2.19 Reimbursable expenses must be presented as a package organized in the following manner: Reimbursement Tracking Form, Reimbursement Matrix Sheet, actual invoices identifying item numbers and the matrix identifier as it appears on the Reimbursement Matrix Sheet and Reimbursement Tracking Form. This package should be secured by a clip or staple. The Reimbursement Tracking Form is required to be submitted electronically in Excel format, as is the supporting documentation for the submitted Design-Builder's Invoice.
- 9.3.2.20 Rebalancing between tasks or fees must first be requested with the first overage billing, along with an explanation for the overage and confirmation that the total agreement amount will not be exceeded. Proposed supporting sheets are to be submitted at the request for balancing.
- 9.3.2.21 All permit requirements, acceptable deliverables and badges are required to be submitted seven days before submission of a final Design-Builder's invoice.
- 9.3.2.22 If deficiencies are found, a standard deficiency e-mail will be sent to the Design-Builder to resolve within 24 hours. If the deficiency is not resolved within that time, the Design-Builder's invoice will be returned.

9.4 INVOICES AND RECORDS

- 9.4.1 The Design-Builder will submit with each invoice a detailed accounting of the value of Work performed to date by certified Woman and Minority Owned Business Enterprises (W/MBE). This accounting will include the names and addresses of W/MBEs that have participated, a description of the work each named W/MBE has performed and the value of work performed by each named W/MBE. Whenever compensation is paid to the Design-Builder on a reimbursable basis, records as to the direct expense must be kept on a generally accepted accounting basis and must be submitted with each invoice to the Owner. In addition, the Design-Builder will submit with each invoice a detailed accounting of the value of Work performed to date by their design professionals and subcontractors. This accounting will include the names and addresses of their design professionals and subcontractors that have participated, a description of the work each named design professional and

subcontractor has performed and the value of work performed by each named design professional and subcontractor.

- 9.4.2 If the scope of the Program is changed materially, the amount of compensation may be equitably adjusted, if requested in writing, by either the Owner or the Design-Builder.
- 9.4.3 The Design-Builder will maintain a detailed, itemized, electronic spreadsheet to include identifiable references to the actual expense, in a format allowing reading and manipulation in Microsoft Office products, of all reimbursable expenses submitted with each application for payment.
- 9.4.4 Whenever compensation is paid to the Design-Builder on a reimbursable basis, records as to the direct expense will be kept in accordance with generally accepted accounting procedures and will be submitted with each invoice.
- 9.4.5 Any compensation paid pursuant to a not-to-exceed amount will constitute full payment for all costs including, but not limited to, employee benefits, overhead, general administrative costs, profit and all other unallocated expenses.
- 9.4.6 The Design-Builder agrees to pay each subcontractor under this Agreement for satisfactory performance of its agreement no later than 10 days from the receipt of each payment the Design-Builder receives from the Owner. The Design-Builder agrees further to release retainage payments to each subcontractor within 10 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written notice to the Owner. This clause applies to both DBE and non-DBE subcontractors.

ARTICLE 10 INSURANCE

10.1 DESIGN-BUILDER'S LIABILITY INSURANCE

- 10.1.1 Design-Builder will maintain the following limits and coverages uninterrupted or amended through the life of this Agreement. In the event the Design-Builder defaults on any of the following requirements, the Owner reserves the right to take whatever actions deemed necessary to protect its interests. Required liability and property insurance policies, other than Workers' Compensation/Employer's Liability and Professional Liability, will provide that the Authority, members of the Authority's governing body, and the Authority's officers and employees are included as additional insureds.
- 10.1.2 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

10.1.3 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 Design-Builder under this Agreement or the use or occupancy of Owner premises by, or on behalf of, the Design-Builder in connection with this Agreement. Coverage for Products and Completed Operations shall remain in force for a period of five years following substantial completion in the amount of \$5,000,000.

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

10.1.4 Business Auto Liability

Coverage will be provided for all owned, hired and non-owned vehicles.

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
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10.1.5 Professional Liability

Such insurance will be maintained throughout the Program and for four years following completion of the Program work by the Design-Builder. Any deductible amount over \$50,000 must be approved in writing by the Owner. Coverage will include all work of the Design-Builder, including but not limited to, areas with possible environmental impact, without any exclusions, unless approved in writing by the Owner. Coverage shall remain in force for a period of five years following substantial completion in the amount of \$10,000,000. The limits of coverage will not be less than:

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

10.1.6 Environmental Impairment (Pollution) Liability:
Proof of such insurance will be required during this Agreement if determined by the Owner that circumstances warrant this coverage. Design-Builder agrees to show proof of coverage, without asbestos abatement exclusion, which arises out of, or in connection with, work or occupancy of Owner property in the Design-Builder's performance under this Agreement.

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

10.2 CONTRACTUAL INSURANCE TERMS AND CONDITIONS

10.2.1 **PURPOSE:** To establish the insurance terms and conditions associated with contractual insurance requirements.

10.2.2 **INSURANCE COVERAGE:**

10.2.2.1 Procurement of Coverage:

With respect to each of the required coverages the Design-Builder will, at the Design-Builder's expense, procure, maintain and keep in force the 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.

10.2.2.2 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 contractors' general liability policies and all professional liability policies, effective on the date of substantial completion or the termination of this Agreement, whichever is earlier.

10.2.2.3 Reduction of Aggregate Limits:

If any reduction of an aggregate limit occurs, the Design-Builder will take immediate steps to have it reinstated.

10.2.2.4 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

10.2.2.5 No waiver by approval/disapproval:

The Owner accepts no responsibility for determining whether the Design-Builder'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 Design-Builder will relieve the Design-Builder of their full responsibility to provide the insurance required by this Agreement.

10.2.2.6 Future Modifications – Changes in Circumstances:

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

Owner expressly reserves the right, at its sole discretion, to adjust this Agreement and pursue alternative methods for the provision of insurance and ancillary services associated with this Program. 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 Design-Builder, at the written request of the Design-Builder, the Owner may, at its sole discretion and subject to any conditions it deems appropriate, relax or temporarily suspend, in whole or in part, the insurance requirements which would otherwise apply to the Design-Builder. Any such modification will be subject to the prior written approval of the Owner and subject to the conditions of such approval.

10.2.2.7 Proof of Insurance – Insurance Certificate:

10.2.2.7.1 Prior to Work, Use or Occupancy of Owner Premises

The Design-Builder will not commence work, or use or occupy Owner 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 Design-Builder to commence work or use or occupy the premises in connection with this Agreement.

10.2.2.7.2 Proof of Insurance Coverage

As preliminary evidence of compliance with the insurance required by this Agreement, the Design-Builder 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. If requested by the Owner, the Design-Builder will, within 30 days after receipt of written request from the Owner, provide the Owner, or make available for review, a certified complete copy of the policies of insurance. The Design-Builder may redact those portions of the insurance policies that are not relevant to the coverage required by this Agreement. The Design-Builder will provide the Owner with renewal or replacement evidence of insurance, acceptable to the Owner, prior to expiration or termination of such insurance.

10.2.2.7.3 The insurance certificate must:

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

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

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

10.2.2.7.3.4 Identify the name and address of the additional insured as:

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

10.2.2.7.3.5 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.

10.2.2.8 Deductibles / Self Insurance:

10.2.2.8.1 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 Design-Builder agrees to provide all documentation necessary for the Owner to review the deductible or alternative program.

10.2.2.8.2 The Design-Builder 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.

10.2.2.8.3 The agreement by the Owner to allow the use of a deductible or self-insurance program will be subject to periodic review by Risk Management. If, at any time, the Owner deems that the continued use of a deductible or self-insurance program by the Design-Builder should not be permitted, the Owner may, upon 60 days written notice to the Design-Builder, require the Design-Builder to replace or modify the deductible or self-insurance in a manner satisfactory to the Owner.

10.2.2.8.4 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. Owner reserves the right to deny any certificate not in compliance with this requirement.

10.2.2.9 Design-Builder's Insurance Primary:

The Design-Builder'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 Design-Builder.

10.2.2.10 Design-Builder's Failure to Comply with Insurance Requirements:

10.2.2.10.1 Owner's Right to Procure Replacement Insurance

If after the inception of this Agreement the Design-Builder 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 Design-Builder, insurance which provides, in whole or in part, the required insurance.

10.2.2.10.2 Replacement Coverage at Sole Expense of Design-Builder

The entire cost of any insurance procured by the Owner pursuant to this section will be paid by the Design-Builder without reimbursement from the Owner. At the option of the Owner, the Design-Builder will either directly pay the entire cost of the insurance or immediately reimburse the Owner for any costs incurred by the Owner, including premium and a 15% administration cost.

10.2.2.10.3 Design-Builder 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 Design-Builder will remain fully liable for full compliance with the insurance requirements in this Agreement.

10.2.2.10.4 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 Design-Builder. 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 11
INDEMNITY**

To the fullest extent permitted by law, Design-Builder fully indemnifies, defends and holds harmless the Owner and its board members, officers, agents, and employees from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Design-Builder and other persons or entities employed or utilized by the Design-Builder in the performance of this Agreement. Nothing contained herein will be construed as a waiver of any immunity from or litigation of the liability the Owner may have under the doctrine of sovereign immunity under Section 768.28, Florida Statutes. The Owner reserves the right, at its option, to participate in the defense of any suit, without relieving Design-Builder of any of its obligations hereunder. The obligations of this clause will survive termination of this Agreement and will not be limited by the amount of any insurance required to be obtained or maintained under this Agreement. If this clause is found to conflict in any way with Florida law, the clause will be considered modified by such laws to the extent necessary to remedy the conflict.

**ARTICLE 12
SUCCESSORS AND ASSIGNS**

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

**ARTICLE 13
TRUTH IN NEGOTIATIONS**

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

ARTICLE 14
PROHIBITION AGAINST CONTINGENT FEES

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

ARTICLE 15
PROHIBITED INTEREST

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

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

ARTICLE 16
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, exclusive venue and jurisdiction will be in the appropriate State courts in and for Hillsborough County, Florida.

ARTICLE 17
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 a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Design-Builder, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

ARTICLE 18
NON-DISCRIMINATION

18.1 During the performance of this Agreement, the Design-Builder, for itself, its assignees and successors in interest, agrees as follows:

- 18.1.1 The Design-Builder will comply with the regulations relative to non-discrimination in federally assisted programs of the Department of Transportation (DOT) Title 49, Code of Federal Regulations, Part 21, as amended from time to time (hereinafter referred to as the Regulations), which are incorporated herein by reference and made a part of this Agreement.
- 18.1.2 The Design-Builder, with regard to the Work performed under this Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Design-Builder will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when this Agreement covers a program set forth in Appendix B of the Regulations.
- 18.1.3 In all solicitations either by competitive bidding or negotiation made by the Design-Builder for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier must be notified by the Design-Builder of the Design-Builder's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.
- 18.1.4 The Design-Builder will provide all information and reports required by the Regulations or directives issued pursuant thereto and must permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Owner or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Design-Builder is in the exclusive possession of another who fails or refuses to furnish this information, the Design-Builder will so certify to the Owner or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
- 18.1.5 In the event of the Design-Builder's non-compliance with the non-discrimination provisions of this 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 Design-Builder under this Agreement until the Design-Builder complies, and/or cancellation, termination or suspension of this Agreement, in whole or in part.
- 18.1.6 The Design-Builder will include the provisions of Paragraphs 18.1.1 through 18.1.5 in every subcontract and subconsultant agreement, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Design-Builder will take such action with respect to any subcontract or procurement as the Owner or the FAA may direct as a means of enforcing such provisions, including sanctions for non-compliance. Provided, however, that in the event the Design-Builder becomes involved in or is threatened with litigation

with a subcontractor or supplier as a result of such direction, the Design-Builder may request the Owner to enter into such litigation to protect the interests of the Owner and, in addition, the Design-Builder may request the United States to enter into such litigation to protect the interests of the United States.

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

ARTICLE 19
WOMAN AND MINORITY OWNED BUSINESS ENTERPRISE (W/MBE)
ASSURANCES

- 19.1 It is the policy of the Owner that W/MBEs, as defined in the Owner's W/MBE Policy, will have full and fair opportunities to compete and participate in the performance of all non-federally funded agreements or in the purchase of goods and services procured by the Owner. Consequently, the W/MBE requirements and the Owner's W/MBE Policy will apply to this Agreement and are made a part hereof.
- 19.1.1 The Design-Builder and any subcontractor of the Design-Builder will not discriminate on the basis of race, color, national origin, or sex in the performance of the Agreement. The Design-Builder will carry out applicable requirements of the Authority's W/MBE Policy in the award and administration of agreements. Failure by the Design-Builder to carry out these requirements will be a material breach of the Agreement, which may result in the termination of the Agreement or such other remedy as the Authority deems appropriate.
- 19.1.2 The Design-Builder agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any agreement, management contract, or subcontract, purchase or lease agreement.
- 19.1.3 The Design-Builder agrees to include the statements in paragraphs (1) and (2) above in any subsequent agreement or contract that it enters and cause those businesses to similarly include the statements in further agreements.
- 19.2 The Design-Builder agrees to ensure that W/MBEs, as defined in the Owner's W/MBE Policy, have the maximum opportunity to participate in the performance of this Agreement, and the Design-Builder will take all necessary and reasonable steps in accordance therewith to ensure that W/MBEs have the maximum opportunity to compete for and perform subcontracts.

- 19.3 W/MBE Expectancies. In compliance with the Owner's W/MBE Policy, the Design-Builder's minimum W/MBE commitment is established as the sum total of the verified Letter(s) of Intent for each portion of the Program submitted with their response. The expectancy stated below is the sum total of the certified W/MBE's listed in the Design-Builder's fee and scope proposal which is attached hereto and which will be enforceable under the terms of this Agreement. The Design-Builder will demonstrate that they will subcontract to certified W/MBEs at least _____ % of the total dollar amount earned on the design phase of the ConRAC portion of the Program and at least _____% of the total dollar amount earned on the design phase of the APM portion of the Program.
- 19.4 All W/MBEs interested in participating in contracting/subcontracting opportunities must be certified as eligible W/MBEs before said business enterprises begins their portion of the Agreement work. Only certified W/MBEs will count toward the W/MBE expectancy. If the Design-Builder fails to achieve the W/MBE expectancy stated herein, it will be required to provide documentation demonstrating that it made good faith efforts in attempting to do so.
- 19.5 W/MBE Termination and Substitution: The Design-Builder will not terminate a W/MBE for convenience without the Authority's prior written consent. If a W/MBE is terminated by the Design-Builder with the Owner's consent or because of the W/MBE's default, then the Design-Builder must make a good faith effort, in accordance with the requirements of the Owner's W/MBE Policy, to find another W/MBE to substitute for the original W/MBE to provide the same amount of W/MBE participation.
- 19.6 Reporting Requirements: The Design-Builder agrees that, within 15 days after the expiration of each calendar month during the term of the Agreement beginning on the effective date of the Agreement, it will provide a W/MBE Utilization Activity report to the Owner's DBE Program Manager reflecting, as applicable, in a form acceptable to the Owner, the Design-Builder'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.
- 19.7 Monitoring: The Owner will monitor the compliance and good faith efforts of the Design-Builder in meeting these requirements. The Owner will have access to the necessary records to examine such information as may be appropriate for the purpose of investigating and determining compliance with this subsection, including, but not limited to, records, records of expenditures, contracts between the Design-Builder and the W/MBE participant, and other records pertaining to the W/MBE participation plan, which the Design-Builder will maintain for a minimum of three years following the end of the 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 Design-Builder for the achievement of these goals.

- 19.8 Design-Builder agrees to indemnify the Owner from the loss of any funds or other damages that may result from Design-Builder's failure to achieve the W/MBE expectancies set forth herein or to establish a good faith effort to do so, including attorneys' fees and costs associated with said failure by Design-Builder or good faith investigation by Owner. Failure of Design-Builder to make a good faith effort to achieve W/MBE expectancies will be a material breach of this Agreement. The determination of whether Design-Builder's efforts were made in good faith will be made by the Owner. At 50% completion, a plan of action properly reflecting anticipated W/MBE achievement of the commitment is required to be submitted to the Owner.
- 19.9 In the event of the Design-Builder's non-compliance with the Owner's W/MBE Policy, failure to meet the prescribed W/MBE expectancy 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:
- 19.9.1 Withholding of payments to the Design-Builder under this Agreement until the Design-Builder complies; and/or
 - 19.9.2 Cancellation, termination or suspension of this Agreement in whole or in part; and/or
 - 19.9.3 Debarment or suspension of Design-Builder from eligibility to contract with the Owner in the future or to receive bid packages or request for qualification (RFQ) packages.

ARTICLE 20 NO WAIVER

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

ARTICLE 21 PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

This Agreement will be terminated in accordance with Florida Statute Section 287.135(3) if it is found that the Design-Builder submitted a false Scrutinized Company Certification as provided in Florida Statute Section 287.135(5) or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

ARTICLE 22 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 Agreements dated after January 4, 2011. The Design-Builder will verify all of their new employees and will require that their subcontractors verify all of their new employees in accordance with the E-verify requirements set out above.

ARTICLE 23 COMPLETE AGREEMENT

This Agreement represents the entire agreement between the Owner and the Design-Builder 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 Design-Builder.

**ARTICLE 24
AGREEMENT**

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

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

By the Design-Builder this _____ day of _____, 2014.

ATTEST:

COMPANY

By: _____

Title: _____

Print Name

Print Address

Signed, sealed, and delivered
in the presence of:

Witness

Print Name

Witness

Print Name

Notary for

STATE OF

COUNTY OF

The foregoing instrument was acknowledged before me this ____ day of _____, 2014,
by _____ in the capacity of _____,
of _____ a _____
(Name of organization or company, if any) (Corporation / Partnership / Sole Proprietor / Other)
on _____ behalf. _____
(Its / His / Her) (They are / He is / She is) (Personally known to me /not personally known to me)
_____ and _____ take an oath.
and has produced the following document of identification) (they / he / she) (did / did not)

(Seal of Notary)

Signature of Notary

By the Owner this _____ day of _____, 2014.

HILLSBOROUGH COUNTY AVIATION AUTHORITY

(Affix Corporate Seal)

By: _____

Robert I. Watkins, Chairman

ATTEST:

Victor D. Crist, Assistant Secretary

Signed, sealed, and delivered
in the presence of:

Witness

Print Name

Witness

Print Name

LEGAL FORM APPROVED:

By: _____

David Scott Knight, 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 _____, 2014, by Robert I. Watkins, in the capacity of Chairman, and by Victor D. Crist, in the capacity of Assistant 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

APPENDIX M

Acknowledgement of Addenda

August 7, 2013

Addenda Number	Addenda Date
<input type="checkbox"/> No addenda were posted.	

The submittal of this acknowledgement is a duly authorized, official act of the Respondent and the undersigned officer of the Respondent is duly authorized and designated by resolution of the Respondent to execute this acknowledgement on behalf of and as the official act of the Respondent, this ____ day of _____, 2013.

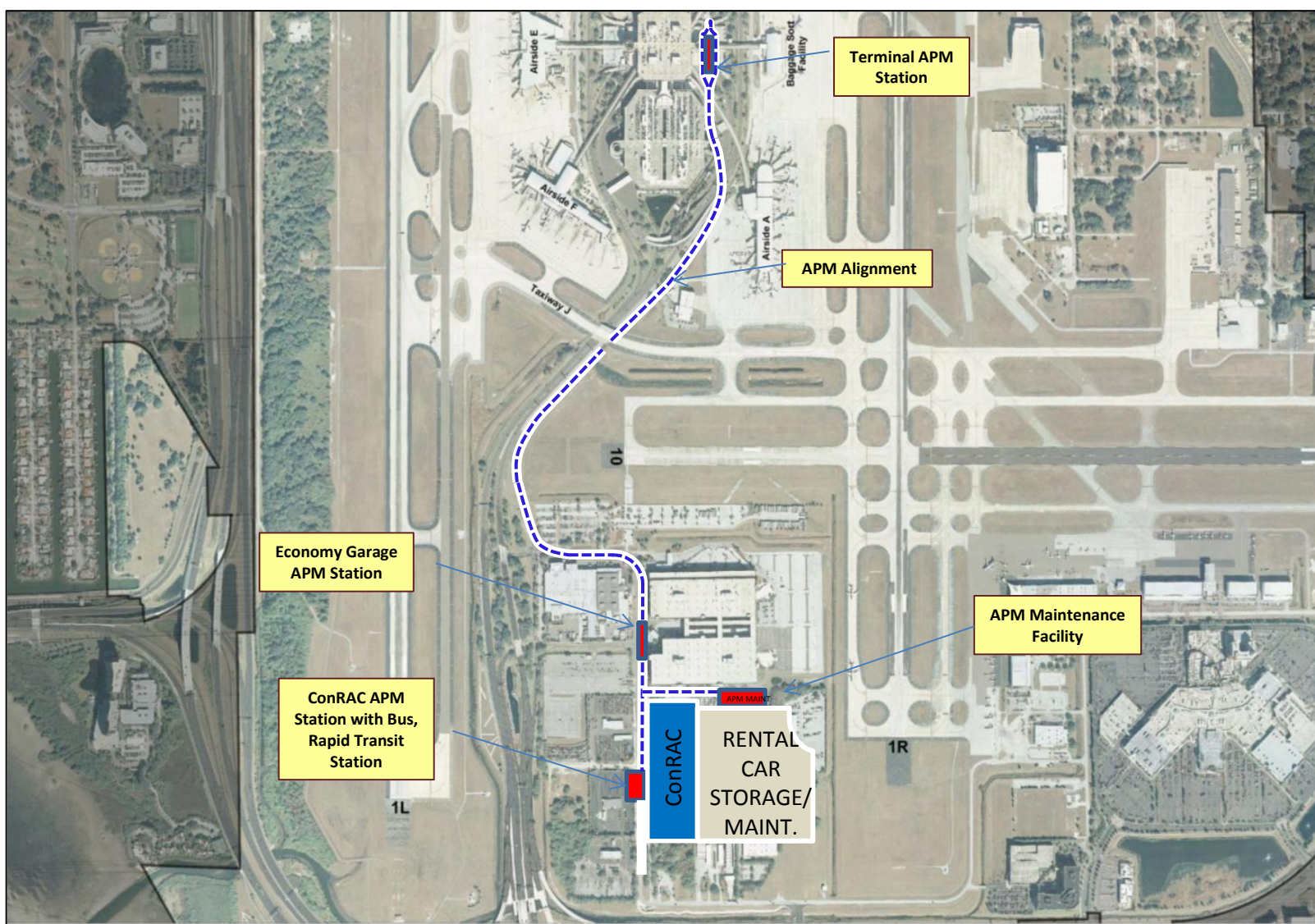
I, _____, as a representative of _____, certify and affirm that by submitting this acknowledgement and signing below, I confirm and acknowledge receipt of the addenda as shown above and that the addenda have been reviewed and considered prior to submitting a response.

Signature: _____ Title: _____
Printed Name: _____ Date: _____

Respondent: _____ FID or EIN No.: _____
Address: _____ City/State/Zip: _____

Appendix O

Exhibit A

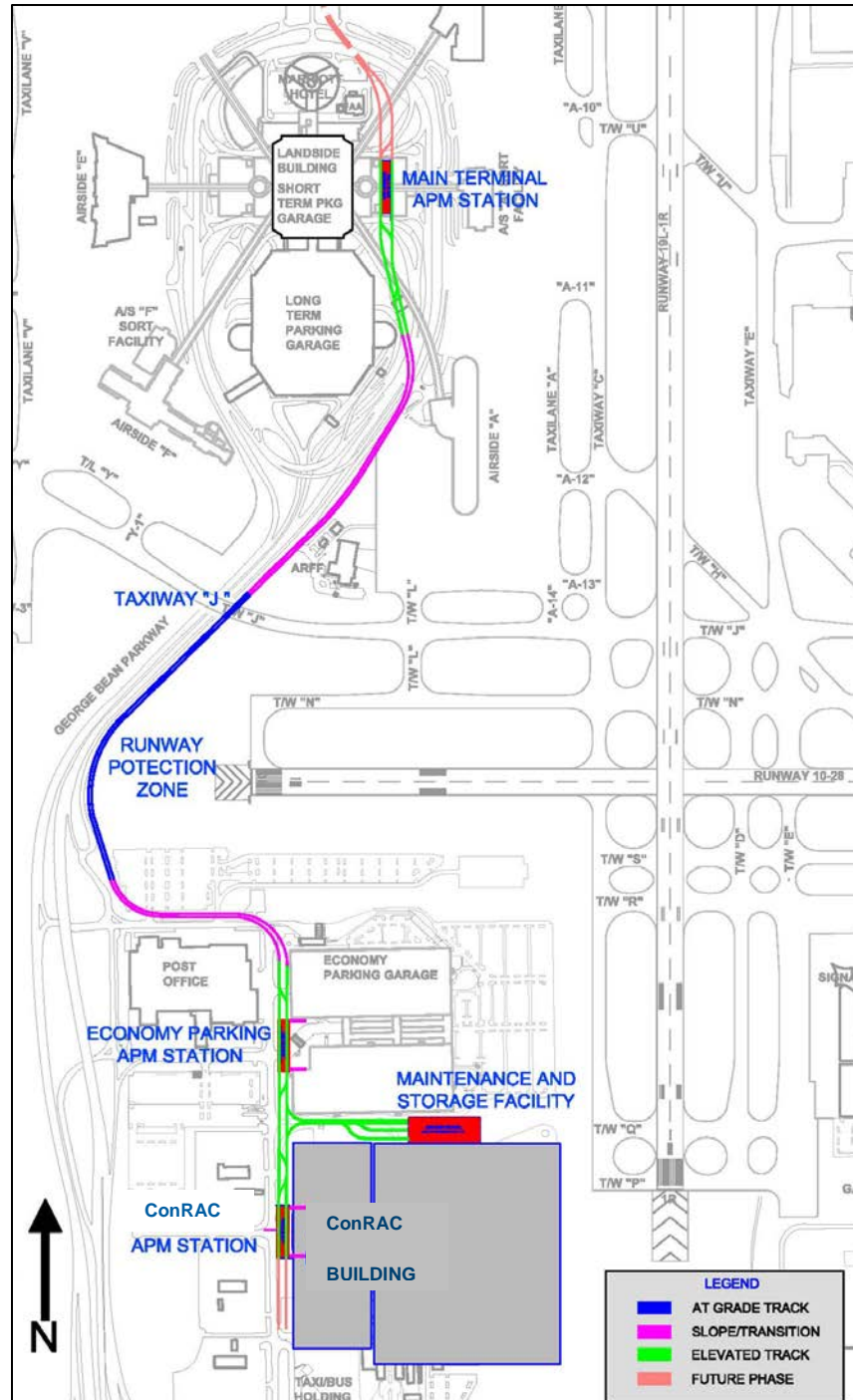


ConRAC and APM

TPA/ Consolidated Rental Car Facility and Automated People Mover
Authority Nos. 1100 13, 1105 14 and 8700 14

Appendix O

Exhibit B



APM Alignment from Terminal to ConRAC

TPA/ Consolidated Rental Car Facility and Automated People Mover
Authority Nos. 1100 13, 1105 14 and 8700 14

Appendix O

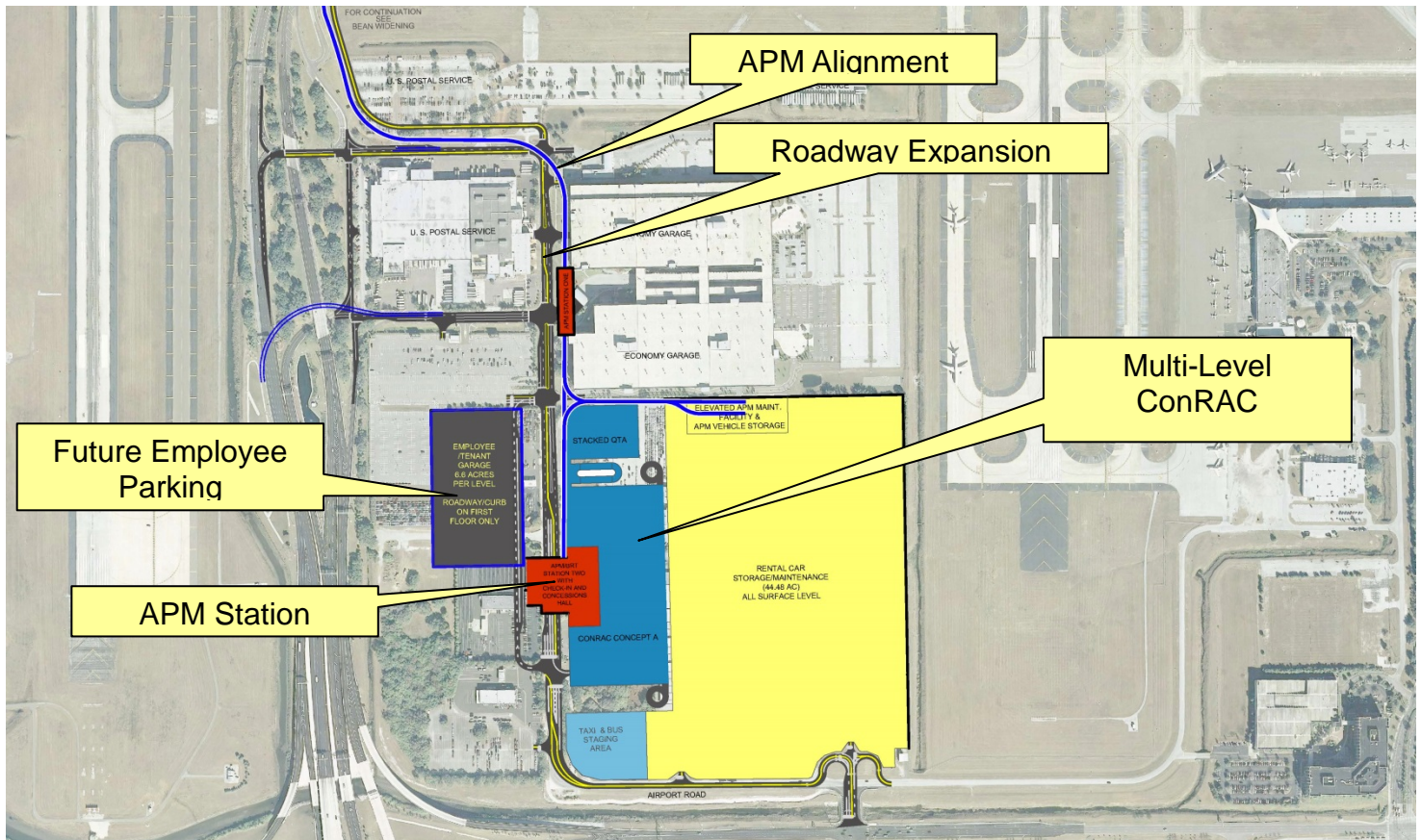
Exhibit C



Conceptual Rendering – APM Station 3 and the ConRAC

Appendix O

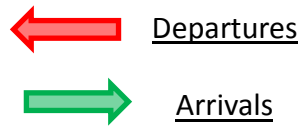
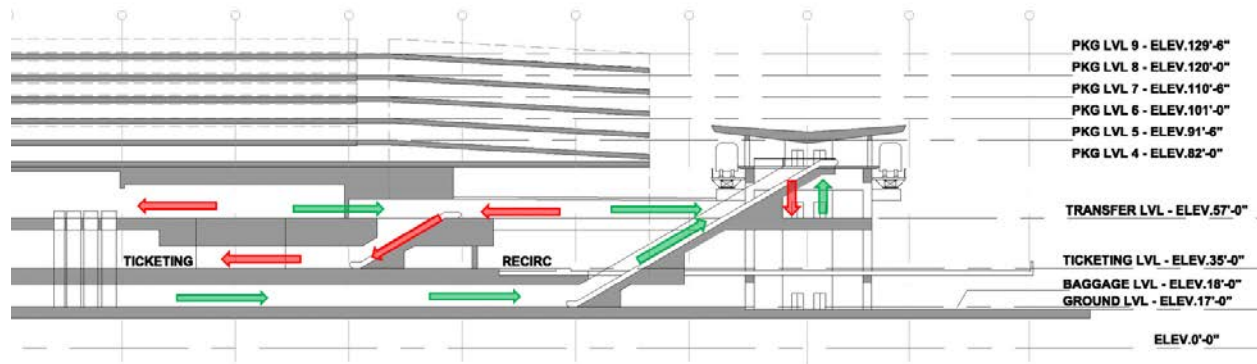
Exhibit D



ConRAC Facility

Appendix O

Exhibit E



Main Terminal APM Station

Appendix P Technical Evaluation Form for ConRAC and APM Program Request for Qualifications August 7, 2013 Hillsborough County Aviation Authority Tampa International Airport Tampa, Florida		5	10	5	15	10	5	12	15	10	10	3	TOTAL	PERCENTAGE OF PERFECT SCORE
ORGANIZATIONAL STRUCTURE		5	10	5	15	10	5	12	15	10	10	3	TOTAL	PERCENTAGE OF PERFECT SCORE
KEY PERSONNEL		5	10	5	15	10	5	12	15	10	10	3	TOTAL	PERCENTAGE OF PERFECT SCORE
SUPPORT PERSONNEL		5	10	5	15	10	5	12	15	10	10	3	TOTAL	PERCENTAGE OF PERFECT SCORE
TEAM'S EXPERIENCE IN WORK OF COMPARABLE SCOPE AND COMPLEXITY		5	10	5	15	10	5	12	15	10	10	3	TOTAL	PERCENTAGE OF PERFECT SCORE
LOCATION		5	10	5	15	10	5	12	15	10	10	3	TOTAL	PERCENTAGE OF PERFECT SCORE
ESTIMATING AND COST CONTROL		5	10	5	15	10	5	12	15	10	10	3	TOTAL	PERCENTAGE OF PERFECT SCORE
SCHEDULE COMPLIANCE		5	10	5	15	10	5	12	15	10	10	3	TOTAL	PERCENTAGE OF PERFECT SCORE
APPROACH TO THE PROJECT		5	10	5	15	10	5	12	15	10	10	3	TOTAL	PERCENTAGE OF PERFECT SCORE
INTERVIEWS		5	10	5	15	10	5	12	15	10	10	3	TOTAL	PERCENTAGE OF PERFECT SCORE
VOLUME OF WORK		5	10	5	15	10	5	12	15	10	10	3	TOTAL	PERCENTAGE OF PERFECT SCORE
MBE CERTIFICATION		5	10	5	15	10	5	12	15	10	10	3	TOTAL	PERCENTAGE OF PERFECT SCORE
TOTAL		5	10	5	15	10	5	12	15	10	10	3	TOTAL	PERCENTAGE OF PERFECT SCORE
Maximum Score		5	10	5	15	10	5	12	15	10	10	3	100	
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Technical Evaluation Team Members														