

CONTRACT FOR DESIGN PROFESSIONAL SERVICES
FOR PROJECT NO. 5991 14
CHECKED BAGGAGE SYSTEM UPGRADES AND
OPTIMIZATION

BETWEEN

HILLSBOROUGH COUNTY AVIATION AUTHORITY

AND

CORGAN ASSOCIATES, INC.

DATED JUNE 1, 2017

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CONTRACT FOR DESIGN PROFESSIONAL SERVICES

This Contract for Design Professional Services is made and entered into this 1st day of June, 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 Corgan Associates, Inc., a Texas Corporation, authorized to do business in the State of Florida, hereinafter referred to as the "Design Professional". The Owner and the Design Professional hereby agree as follows:

ARTICLE 1 - PROJECT

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

Provide design professional services in accordance with Section 287.055, Florida Statutes, in connection with the Checked Baggage System Upgrades and Optimization.

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 February 21, 2014, entitled "Request for Qualifications Checked Baggage System Upgrades and Optimization", which is hereto as Exhibit 1, and the Design Professional's fee and scope proposal dated May 18, 2017, entitled "HCAA Project Number 5991 14, Checked Baggage Upgrades and Optimization, Design Team Scope of Work" which is 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 The Design Professional designates John Murphy, whose business address is 401 North Houston Street Dallas, TX 75202, 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. The Design Professional designates John Murphy, whose title is Principal, whose business address is 401 North Houston Street Dallas, TX 75202, 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 The Design Professional agrees, within seven (7) 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.

3.4 Basic Services under this Contract will include those in Attachment 1. The Design Professional shall, as a part of Basic Services, prepare all Instruments of Service, supply all personnel and otherwise perform all tasks reasonably inferable from this Contract to complete the Project in a timely manner consistent with the Project schedule and Owner's programmatic requirements.

3.5 Additional Services under this Contract will, at the request of the Owner, include those in Attachment 2. Design Professional shall, as a part of Additional Services, prepare all Instruments of Service, supply all personnel and otherwise perform all tasks reasonably inferable from this Contract to complete the Additional services in a timely manner consistent with the Project schedule and Owner's programmatic requirements.

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, the 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. Design Professional shall, as a part of work order services, prepare all Instruments of service, supply all personnel and otherwise perform all tasks reasonably inferable from this Contract to complete the Project in a timely manner consistent with the Project schedule and the Owner's programmatic requirements. The Design Professional

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

3.7 Services outside of the scope of Basic Services, Additional Services and the Work Order Process shall be provided if and only if authorized by the Owner in writing in advance of the performance of such services. Before performing these services, the Design Professional shall submit to the Owner in writing information regarding the estimated cost of such services and the time estimated for completion of these services. The Design Professional waives any claim for compensation for additional services if such additional services were not authorized by the Owner in accordance with this paragraph.

3.8 In the event all bids or negotiated proposals received by the Owner exceed the Design Professional's Engineer's Construction Estimate for the Cost of the Work by at least 15% at the time bids or negotiated proposals are received, at the Owner's option, the Design Professional may be tasked to revise the Construction Documents so that the Cost of the Work no longer exceeds the budget for the Project, as determined in the sole discretion of the Owner and supports the Owner during any re-procurement process. The Owner will negotiate the amount of payment, if any, for the services from the Design Professional related to the revisions to the Construction Documents prior to the Design Professional performing such services.

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

3.10 The Design Professional will comply with all laws including those related to professional regulations. The Design Professional will timely submit signed and sealed documents.

3.11 The Design Professional when on any construction site will require its employees to wear all appropriate personal protection equipment, including but not limited to, vest, hard hat, safety glasses and gloves.

ARTICLE 4 - TIME

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

4.2 In the event of a bona fide dispute between Owner and Design Professional with respect to Design Professional's performance on the Project, Owner may withhold from the payment in question a commercially reasonable amount which is sufficient to reimburse Owner should correction of Design Professional's deficiency be necessary by others, but only until such time that the deficiency is corrected by Design Professional. Upon correction by Design Professional, Owner shall pay the money withheld to Design Professional.

ARTICLE 5 - PAYMENTS TO THE DESIGN PROFESSIONAL

5.1 The amount for the performance of basic services and reimbursable expenses required under this Contract, will be in a not-to-exceed amount of Three Million Three Hundred Seventy One Thousand Five Hundred Ninety Three and No One Hundredths Dollars (\$3,371,592.77), which includes all fees for subconsultants.

5.2 N/A

5.3 N/A

5.4 Invoiced amounts will be based on the Design Professional's and team member's 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 and 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 may not be reimbursed. Basic services performed before the Work Order effective date will not be reimbursed.

5.4.5 Timesheets or other agreed upon documentation 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 security badges are required to be submitted a minimum of seven (7) days before submission of the 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 (3) 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 reimbursable expenses, except travel and subsistence which will be reimbursed in accordance with Owner policy, in an amount not to exceed the maximum reimbursable amount provided for in each individual work order. Each work order under this Contract will identify the type of expenses that will be eligible for reimbursement and the maximum reimbursable amount for that work order. As specified hereinafter, the Design Professional's direct and reimbursable expenses include only:

- 5.5.1 The cost of securing a recognized testing laboratory which will perform all soils and sub-surface investigations, tests, reports and recommendations required for design 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 instrument of service development.
- 5.5.4 The cost of outside special consultants to advise and assist the Design Professional throughout the Project.

- 5.5.5 The actual cost of reproduction of review plans, specifications and other instruments of service, the construction contract plans, specifications and instruments of service 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 plans, specifications and instruments of service 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 on travel and relevant procedures, as may be amended from time to time. Only travel expenses incurred in the performance of the Owner's business are reimbursable. The most efficient and economical means of transportation is required. All reimbursable 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, renderings, mock-ups, film and processing expenses as pre-approved by the Owner.
- 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 The following expenses shall not be reimbursable:

5.5.16.1 Purchases of alcohol.

5.5.16.2 Meals for Owner or local consultant staff members.

5.5.16.3 Photocopying costs for administrative related billing work.

5.5.16.4 Clerical, secretarial or general administrative time related to preparation of the Design Professional's invoices and other billing issues.

5.5.16.5 Computer system time for any design or administrative work.

5.5.16.6 Interest expenses.

5.5.16.7 Any type of markup over the actual cost of any item otherwise reimbursable, unless specifically agreed to elsewhere.

5.5.16.8 Expendable supplies unless authorized in advance by the Owner.

5.5.16.9 Entertainment and personal expenses of any kind.

5.5.16.10 Costs incurred by the Design Professional as a result of, or to cure, any breach or violation of this Contract.

5.5.16.11 Any part of the Design Professional's capital expenses.

5.5.16.12 Amounts required to be paid by the Design Professional for federal, state or local income or franchise taxes.

5.5.16.13 Costs of subconsultants not pre-approved in writing by the Owner.

5.5.16.14 Costs to comply with Article 6.

5.5.16.15 Unless pre-approved in writing by the Owner, time spent in travel.

5.5.17 No front loading on Progress Payments is allowed. Progress Payments are limited

to the actual invoiced amounts.

5.5.18 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.

5.5.19 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.

5.5.20 All permit requirements, acceptable deliverables and security badges are required to be submitted a minimum of seven (7) days before submission of the final professional service invoice.

5.5.21 If deficiencies are found, a standard deficiency e-mail will be sent to the Design Professional to resolve within three (3) 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 original executed sworn and notarized of invoice for services, verified to the satisfaction of the Owner, will be submitted 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 paid to date to 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 invoices will be submitted to the Owner by the twenty-fifth of each month. In the event that the twenty-fifth of the month falls on a Saturday or Sunday, invoices are due the next business day. Payment will be made to the Design Professional by the Owner by the third Friday of the month. Invoices 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 invoices will be submitted by September 19th, and in the event that the 19th falls on a Saturday or Sunday, invoices are due the next business day and subsequent payments will be made the second Friday of October. Such invoices 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 Audit, Inspection 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 may 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 the 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, the Design Professional will arrange for said records to be brought to a location convenient to the Owner's auditors to conduct Engagements as set forth in this Article. Or, the Design Professional may transport the Owner's team to location where the records are kept other than Tampa International Airport for purposes of undertaking Engagements. In such event, the Design Professional will pay reasonable costs of transportation, food and lodging for the Owner's team in accordance with the Owner's Travel and Business Development Expense Policy. The Design Professional agrees to deliver or provide access to all records requested by the Owner's auditors within 14 calendar days of the request at the initiation of Engagement and to deliver or provide access to all other records requested during the engagement within 7 calendar days of each request. The parties recognize that the Owner will incur damages if records requested by the Owner's auditors are not provided in a timely manner and that the amount of those damages is difficult to determine with certainty.

Consequently, the parties agree that the Design Professional may be charged liquidated damages of \$100.00, for each item in a records request, per calendar day, for each time the Design Professional is late in submitting requested records to perform an Engagement. Accrual of liquidated damages will continue until specific performance is accomplished. These liquidated damages are not an exclusive remedy and the Owner retains its rights including but not limited to its rights to elect its remedies and pursue all legal and equitable remedies. The parties expressly agree that these liquidated damages are not a penalty and represent reasonable estimates of fair compensation for the losses that reasonably may be anticipated from such failure to comply.

6.2 In the event the 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 or extract of its accounting or project information in a computer readable format acceptable to the Owner at no additional cost.

6.3 The Owner has the right during the engagement to interview the Design Professional's employees and subconsultants, make photocopies, and inspect any and all records at reasonable times. The right to initiate an engagement will extend for six (6) years after the completion date of any work order, or six (6) years after the termination of the 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 the 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 The 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, instruments of service (other than working papers), including but not limited to, all Architectural Works as defined by the federal Architectural Works Copyright Protection Act (whether hard copy or electronically stored), prepared, developed or furnished by the 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, upon full payment of all amounts due under this Agreement. Upon full payment of all amounts due under this Agreement, Project Documents

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will be deemed to be works made for hire, and all right, title and interest in and to the Project Documents will be vested in the Owner. The Design Professional will take all actions necessary to secure for the Owner all such right, title and interest for Project Documents prepared by Design Professional. The Design Professional warrants that all materials Design Professional creates and develops, except as to project documentation provided by Owner and/or Owner's prior design professional(s), comprising the Project Documents are original with the 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. The Parties acknowledge that Owner may provide Design Professional with project documentation prepared by others. Owner represents and warrants that it has full ownership and rights to such project documentation. The Design Professional will obtain any and all licenses necessary for the production and preparation of Project Documents prepared by the Design Professional including, without limitation, licenses for the use of any material subject to copyright by other parties. The term "other parties" shall not include Owner's prior design professional(s). The Design Professional will assign to the Owner any and all rights, including any copyrights, in the Project Documents that the 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 the Design Professional and its design professional(s) will claim no rights adverse to the Owner in the Project Documents. Any project as designed by the Design Professional under this Contract, may be reused or repeated by the Owner at Owner's option or discretion at any time or times, including but not limited to, completion, addition, renovation, maintenance, reconstruction or remodeling of the project and construction of new projects. The Design Professional hereby grants its consent to reuse of the Project Documents by the Owner for any and all such purposes. The Design Professional shall retain its rights to all standard elements contained within the design, including standard details, specifications, or other design materials generated and authorized by the Design Professional for its repeated, regular and ongoing use in plans, specifications, reports or other instruments of service for its clients. 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 on the Work covered by this Contract.

7.2 Submission or distribution of the Design Professional's documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the rights reserved in Paragraph 3.1.

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.

The 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 Work contemplated by this Contract.
- b. Upon request from the Owner's custodian of public records, provide the Owner with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat. or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract Term and following completion of the Contract.
- d. Upon completion of this Contract, keep and maintain public records required by the Owner to perform the Work. The 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 the 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. Acts, omissions, negligence (including professional negligence and malpractice), recklessness, intentional wrongful conduct, activities, or operations;
2. Any breach of the terms of this Contract;
3. Violation of any law, regulation, rule or ordinance;
4. Infringement of any patent, copyright, trademark, trade dress or trade secret rights, except for a claim of such by Owner's prior design professional(s); and/or
5. Contamination of the soil, groundwater, surface water, storm water, air or the environment by Design Professional's mis-handling of 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, whether the liability, suit, claim, expense, loss, cost, fine or damages are 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. Acts, omissions, negligence (including professional negligence and malpractice), recklessness, intentional wrongful conduct, activities, or operations;
2. Any breach of the terms of this Contract;
3. Violation of any law, regulation, rule or ordinance;
4. Infringement of any patent, copyright, trademark, trade dress or trade secret rights, except for a claim of such by Owner's prior design professional(s); and/or
5. Contamination of the soil, groundwater, surface water, storm water, air or the environment by Design Professional's mis-handling of 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 such 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 The 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 it deems necessary to protect its interest. Required liability and property insurance policies, other than Workers' Compensation/Employer's Liability and Professional Liability, will provide that the Owner, members of the Owner's governing body, and the Owner's officers, volunteers, agents, volunteers and employees are included as additional insureds. The Design Professional shall require that all subcontractors and subconsultants maintain insurance meeting all the requirements stated herein with the sole exception that the Design Professional shall determine the applicable limits for its subcontractors and subconsultants. The 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, the Design Professional will submit evidence that the subcontractor or subconsultant has complied with this provision to the Owner.

9.1.2 Workers' Compensation / Employer's Liability

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

Part One:

"Statutory"

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

9.1.3 Commercial General Liability

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

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

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	\$ 10,000,000
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9.1.5 Professional Liability

Such insurance will be maintained throughout the Project and for five (5) years following completion of the Project work by the 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	\$ 5,000,000
Annual Aggregate	\$ 5,000,000

9.1.6 Environmental Impairment (Pollution) Liability:

N/A

9.2 CONTRACTUAL INSURANCE TERMS AND CONDITIONS

9.2.1 INSURANCE COVERAGE:

9.2.1.1 Procurement of Coverage:

With respect to each of the required coverages the 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.

9.2.1.2 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.

9.2.1.3 Reduction of Aggregate Limits:

If any reduction of an 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.

9.2.1.4 Cancellation Notice

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

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

9.2.1.5 No Waiver by Approval/Disapproval:

The Owner accepts no responsibility for determining whether the 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.

9.2.1.6 Future Modifications – Changes in Circumstances:

9.2.1.6.1 Changes in Coverage and Required Limits of Insurance

The coverage and minimum limits of insurance required by this 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 and on the conditions precedent that: (1) the requested change of coverage is commercially available; and, (2) Owner pays all costs associated with the additional coverage, comply with such change and provide evidence of such compliance in the manner required by this Contract. Provided, however, that no change in the coverage or minimum limits of insurance required will be made by the Owner until at least two (2) years after inception of this Contract. Subsequent changes in the coverage or minimum limits of insurance will not be made by the Owner until at least two (2) years after any prior change by the Owner unless extreme conditions warrant such change and are agreeable to both parties.

Notwithstanding the foregoing, the 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.

The 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.

9.2.1.7 Proof of Insurance – Insurance Certificate:

9.2.1.7.1 Prior to Work, Use or Occupancy of Owner Premises

The Design Professional will not commence work, or use or occupy the Owner's 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.

9.2.1.7.2 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. The 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.

9.2.1.7.3 The insurance certificate must:

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

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

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

9.2.1.7.3.4 Identify the name and address of the certificate holder as:

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

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

9.2.1.8 Deductibles / Self Insurance:

9.2.1.8.1 All property and builders risk deductibles, as well as all self-insured retentions or any schemes other than a fully insured program, must be approved by the Owner. Owner acknowledges and, by its execution of this Contract, approves Design Professional's \$200,000 deductible. The Design Professional agrees to provide all documentation necessary for the Owner to review the deductible or alternative program.

9.2.1.8.2 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.

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

9.2.1.8.4 Any deductible amount or SIR program will be included and clearly described on the certificate prior to any approval by the Owner. This is to include fully insured programs as to a zero deductible per the policy. The Owner reserves the right to deny any certificate not in compliance with this requirement.

9.2.1.9 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, including but not limited to Part II of Chapter 627 F.S., will govern the interpretation of the policy.

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

9.2.1.10.1 Owner's Right to Procure Replacement Insurance

If after the inception of this 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.

9.2.1.10.2 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.

9.2.1.10.3 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.

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

Any insurance procured by the Owner pursuant to this section is solely for the Owner's benefit and is not intended to replace or supplement any insurance coverage which otherwise would have been maintained by the Design Professional. The Owner is not obligated to procure any insurance pursuant to these requirements and retains the right, at its sole discretion, to terminate any such insurance which might be procured by the Owner pursuant to this section.

ARTICLE 10 - WAIVER OF CLAIMS

The 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 the Design Professional as unsettled at the time of the final payment. Neither the acceptance of the Design Professional's services nor payment by the Owner will be deemed to be a waiver of the Owner's rights against the 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 the 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 the Design Professional must be made in writing to the Owner no later than 20 calendar days following the occurrence of the event giving rise to such claim. The Design

Professional agrees that it waives any claims not made in writing to the Owner no later than 20 calendar days following the occurrence of the event giving rise to such claim. The Design Professional agrees that it waives any claim unless written supporting data is submitted to the Owner within 30 calendar days after such occurrence unless the Owner allows additional time or else 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. The following shall occur as a condition precedent to the Owner's review of a claim by Design Professional unless waived in writing by the Owner:

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

11.3 Unless otherwise agreed in writing and notwithstanding any other rights or obligations of either of the parties under this 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 any other proceedings to resolve any claim, dispute or other matter in question. The Owner may withhold payment to Design Professional pursuant to paragraph 4.2; however, Owner shall pay Design Professional for all other work performed which work Owner

accepts during the pendency of a dispute under this clause 11.3.

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.

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

ARTICLE 12 - ASSISTANCE IN LITIGATION

The Design Professional will render assistance to and on behalf of the Owner in litigation or other dispute resolution proceedings in connection with or arising out of this Contract or otherwise, including any litigation brought by or against the Owner and any third parties, by providing technical information, analyses and 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

The 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 its sole discretion, in any manner with the performance of services required hereunder. The 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 the notice 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 expiration of all limitations and warranty periods. 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 (7) 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 shall pay Architect for all work performed through the date of termination, plus Reimbursable Expenses then due.

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

16.5 In the event of termination, the Design Professional consents to the Owner's selection of a successor design professional of the Owner's choice to assist the Owner in completing the Project, provided that (1) for a termination for cause, the Owner exercises its rights in good faith, and (2) for any termination for convenience, the Owner makes all payments due to the Design Professional under this Contract. The Design Professional further agrees to cooperate and provide any information reasonably requested by the Owner in connection with the completion of the Project and consents to and authorizes the making of any reasonable changes to the Design Professional's instruments of service by the Owner and successor design professional as the Owner may desire. In the event that the Design Professional is terminated and a successor design professional is employed to complete the Project, the Design Professional shall not be liable for the successor design professional's work. However, the Design Professional remains liable under this Contract for all its acts and omissions up to and including the date of termination

and subsequent provision of any information required to be provided under this provision.

The parties acknowledge that Design Professional is a successor to Owner's prior design professional(s). Owner represents and warrants that Owner has met all conditions required for Owner to rightfully select Design Professional to assist Owner in completing the Project and to obtain cooperation and consent from the prior design professional(s) for Design Professional to make reasonable changes to the prior design professional(s) instruments of service. Owner shall be fully responsible for obtaining the prior design professional(s) cooperation, if any, and consents necessary for Design Professional to complete the Project.

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 the 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 (1) 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 the 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 the 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, proposal or reply on an agreement to provide any goods or services to a public entity, may not submit a bid, proposal or reply on an agreement with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals or replies 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.

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 Civil Rights. The Design Professional, with regard to the Work performed by it under the Contract, will not discriminate on the grounds of race, color, or national

origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Design Professional will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21. During the performance of this Contract, the Design Professional, for itself, its assignees, and successors in interest agrees to comply with the following nondiscrimination statutes and authorities, including but not limited to:

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

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

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

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

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

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

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

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

23.1.2.9 The Federal Aviation Administration’s Non-discrimination statute (49

U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

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

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

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

- 23.1.3 Solicitations for Subcontracts, including procurement of materials and equipment. In all solicitations either by competitive bidding or negotiation made by the 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 the 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 The 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 the 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. The Design Professional, if required by such regulations, will provide assurances to the Owner that the Design Professional will undertake an affirmative action program and will require the same of its subconsultants.

ARTICLE 24 - DISADVANTAGED BUSINESS ENTERPRISE (DBE) ASSURANCES

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

- 24.1 Owner Policy: It is the policy of the Owner that small businesses owned and controlled by socially and economically disadvantaged individuals referred to by Congress as DBEs will have a fair opportunity to compete for and participate in the performance of construction, architectural, engineering, and professional services contracts procured by Owner funded in whole or in part by the United States Department of Transportation (USDOT). The Design Professional will take all necessary and reasonable steps in accordance therewith to ensure that DBEs have a fair opportunity to compete for and perform subcontracts under this Contract.
- 24.2 Non-Discrimination: 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 this Contract. The Design Professional shall carry out applicable requirements of the Owner's DBE Policy and Program in the award and administration of USDOT-assisted contracts. Failure by the Design Professional to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the Owner deems appropriate. Each contract the Owner executes with the Design Professional and each subcontract the Design

Professional executes with a subcontractor must include the following:

“Design Professional and subcontractor will not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Design Professional shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by Design Professional or subcontractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as Owner deems appropriate, which may include but not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Design Professional from future submittals as non-responsible.”

24.3 DBE Termination and Substitution: The Design Professional is prohibited from terminating a DBE subcontractor without prior written approval of the Owner in accordance with the Owner’s procedures relating to DBE terminations contained in the DBE Policy and Program. This includes, but is not limited to, instances in which the Design Professional seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm. Failure to comply with the procedure relating to DBE terminations or changes during the Contract will be a material violation of the Contract and will invoke the sanctions for non-compliance specified in this Contract and the DBE Policy and Program.

24.4 DBE Goals. In compliance with the Owner’s DBE policy, the Design Professional’s minimum DBE commitment is established as the sum total of the verified Letter(s) of Intent submitted with their proposal. The goal stated below is the sum total of the certified DBE’s listed in the Design Professional’s fee and scope proposal which is attached hereto and which will be enforceable under the terms of this Contract. The Design Professional will demonstrate that they will subcontract to certified DBEs certified by the Florida Unified Certification Program (FLUCP) at least 10.9% of the dollar amount of the design fees earned under this Contract, or clearly demonstrate in a manner acceptable to the Owner its good faith efforts to obtain certified DBE subcontractors.

24.5 Monitoring: The Owner will monitor the ongoing good faith efforts of the Design Professional in meeting the requirements of this Article. 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 Article, including, but not limited to, records, records of expenditures, contracts between the Design Professional and the DBE participant, and other records pertaining to DBE participation, which the Design Professional will maintain for a minimum of three years following the end of this Contract. Opportunities for DBE participation will be reviewed prior to the exercise of any renewal, extension or material amendment of this Contract to consider whether an adjustment in the DBE requirement is warranted. Without limiting the requirements of

this Contract, the Owner reserves the right to review and approve all sub-leases or subcontracts utilized by the Design Professional for the achievement of these goals.

- 24.6 Prompt Payment: The Design Professional agrees to pay each subcontractor under this Contract for satisfactory performance of its contract no later than 10 calendar days from the receipt of each payment the Design Professional receives from the Owner. The Design Professional agrees further to release retainage payments, if any, to each subcontractor within 10 calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written approval of the Owner. This clause applies to both DBE and non-DBE subcontractors.
- 24.7 Reporting Requirements: The Design Professional agrees that within 15 calendar days after the expiration of each calendar month during the term of this Contract, it will provide a DBE Monthly Utilization Report to the Owner's Business Diversity Manager calculated in accordance with the requirements of 49 CFR Part 26. If the required DBE participation is not met, the Design Professional will explain in the DBE Monthly Utilization Report the reasons for its failure to meet the prescribed goal and the strategy the Design Professional proposes to meet the DBE goal. All firms interested in participating in contracting/subcontracting opportunities as a DBE must be certified as eligible DBEs before said business enterprises begin their portion of the Contract work. Only certified DBEs will count toward the DBE goal. If the Design Professional fails to achieve the DBE goal stated herein, it will be required to provide documentation demonstrating that it made good faith efforts in attempting to do so.
- 24.8 The Design Professional agrees to indemnify the Owner from the loss of any funds or other damages that may result from the Design Professional's failure to achieve the DBE goals set forth herein or to establish a good faith effort to do so, including attorneys' fees and costs associated with said failure by the Design Professional or good faith investigation by the Owner. Failure of the Design Professional to make a good faith effort to achieve DBE goals will be a material breach of this Contract. The determination of whether the Design Professional's efforts were made in good faith will be made by the Owner. At 50% completion, a plan of action properly reflecting anticipated DBE achievement of the commitment is required to be submitted to the Owner.
- 24.9 In the event of the Design Professional's non-compliance with the Owner's DBE Policy and Program or failure to meet the prescribed DBE goal set forth in this Contract, or to establish a good faith effort to do so, the Owner, after due process, will impose such Contract sanctions as the Owner, the FAA or both 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;
- 24.9.2 Assessing sanctions;

24.9.3 Liquidated damages;

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

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

ARTICLE 25 – BUY AMERICAN ASSURANCE

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

25.2 In all cases requiring a waiver, the Design Professional will provide the Owner with a list of the items requiring a waiver and the appropriate justification needed to obtain the waiver.

ARTICLE 26 – PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

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

ARTICLE 27 – 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.

ARTICLE 28 - 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:

CORGAN ASSOCIATES, INC.

By: _____

Title: _____

Print Name

Print Address

Signed, sealed, and delivered
in the presence of:

Witness

Print Name

Witness

Print Name

Notary for Corgan Associates, Inc.

**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

Checked Baggage System Upgrades and Optimization

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 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



ARCHITECTURE
INTERIOR DESIGN

WWW.CORGAN.COM

18 May 2017

Tom Thalheimer
Sr. Manager of Procurement – Capital Projects
Tampa International Airport
P.O. Box 22287
Tampa, FL 33622

Re: HCAA Project Number 5991 14
Checked Baggage Upgrades and Optimization
Design Team Scope of Work

Dear Tom,

Based on the Authority's Sample Construction Administration Scope document please find listed below Design Team Scope of Work descriptions for the remainder of the Checked Baggage Upgrades and Optimization project. We followed your "task" format and included scope areas for completion of the 100% TSA Submittal, Estimation, Bidding, Permitting and Construction Administration phases as discussed in our conference call on 04.13.2017. In addition to your standard CA scope, also included in this document are the Authority, Consultant and General Contractor responsibilities during Testing and Commissioning phase and Project Closeout phase required by TSA.

Task 1 - 100% TSA Submittal Phase

1.1 100% TSA Review Comments Response (Spreadsheet) - The Consultant shall assist the Authority with preparation of spreadsheet response to TSA addressing TSA comments stemming from review of 100% TSA design documents.

1.2 100% TSA Review Comments Response (Drawings) - The Consultant shall prepare a revised drawing package addressing TSA comments stemming from review of 100% TSA design documents.

1.3 100% TSA Review Comments Conference Call - The Consultant shall assist the Authority at a scheduled in-person meeting with TSA personnel to review project design team responses to TSA comments stemming from review of 100% TSA design documents.

Task 1 – 100% TSA Submittal Phase Deliverables

- Bid Documents
- Final Basis of Design Report
- Final Description of Concept of Operations
- Contingency Plans
- Project Specifications
- Final Site Specific Configuration Management Plan
- Stakeholder Notification Documentation
- Final Estimate of Probable Construction and O&M Costs
- Final Phasing Schedule
- Updated EDS Equipment List
- Response to TSA comments spreadsheet
- Operations Training Materials and Documentation

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Task 2 - Estimation Phase

2.1 Project Cost Estimation - The Estimator Sub-Consultant will perform and deliver an Independent Cost Estimate for the project in accordance with AACE's recommended practices for a Class 2 estimate. Below please find an outline of our current understanding of the work: The estimate will be a 100% bottom up parametric type estimate. The estimate will be based on 100% drawing specifications, and project documents provided by the project design team.

2.2 The Estimator Sub-Consultant and Design Team Coordination - The project is primarily a renovation of existing space and installation of new baggage handling and inspection equipment for use by the Authority and the TSA. The design team's baggage system consultant, has previously estimated the costs of the equipment.

2.3 Extent of Estimation Services - The Estimator Sub-Consultant will contact major material suppliers in proximity to the construction site in order to determine market level costs for materials for this project.

2.4 Soft Costs and Contingencies - The independent cost estimate will include typical soft costs and contingencies as clearly identified components of the estimate.

2.5 Estimation Phase Schedule - The estimate will contemplate the schedule, the phasing, and the restricted site access that are characteristic of this type of large renovation project. The deadline for the completion of the cost estimate will be established by the design team in coordination with the Authority.

Task 2 – Estimation Phase Deliverables

- Final Estimate of Probable Construction (for 100% TSA Submittal)

Task 3 - Bidding Phase

3.1 Issue for Bid Package - The Consultant shall assist the Authority with preparation of an Issue for Bid Package for the project scope of work. The package will include drawings, specifications and instructions to bidders including bid submittal information.

3.1 Pre-Bid Meeting and Site Visit - The Consultant shall assist the Authority with preparation of a PowerPoint slide presentation for use during the Pre-Bid Meeting. The Consultant shall also attend and participate in the pre-bid meeting at the Airport which may include a field site visit. In accordance with Authority procedures, no formal meeting minutes will be distributed.

3.2 Bidder Communications/Questions - The Consultant shall respond to questions from bidders (via the Authority) regarding questions concerning the Bid Documents. Questions which require clarification or additional information will be transmitted to all plan holders formally via the addendum process.

3.3 Preparation of Addenda - The Consultant shall assist the Authority with preparation of all required technical related addenda to revise plans and specifications and/or respond to questions in order to provide necessary clarification or correct discrepancies. The Authority shall issue all addenda.

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3.4 Bid Tabulation and Recommendation of Award - The Consultant using standard forms provided by the Authority shall develop a tabulation of all bids received and conduct an evaluation which checks for correctness of the bid schedule and identifies the low bidder. Upon completion of the evaluation process, the Consultant shall make a recommendation of award to the Authority.

3.5 Preparation of Conformed Documents - The Consultant will incorporate all addendum information into the plans and technical specifications to prepare a conformed set of documents, PDF copies of both the plan drawings and technical specifications will be provided to the Authority for incorporation into the final Conformed Documents set, Additionally, AutoCAD files for the plan drawings and Word files for the technical specifications will be provided to the Authority. In accordance with Authority procedures, the comprehensive set of Conformed Documents, including front-end specifications, will be compiled and issued to the General Contractor by the Authority. The Conformed Documents will ultimately be used as the "for construction" set of construction documents.

Task 3 - Bidding Phase Deliverables

- Issue for Bid Package (drawings and specifications)
- Bidder Instructions
- Pre-Bid Meeting PowerPoint Presentation
- Responses to Bidder RFIs
- Addendum Drawings/Specifications (if necessary)
- Issue Conformed Documents (if necessary)

Task 4 - Permitting Phase

4.1 Permit Submittal – The Consultant will develop and submit permit packages to City of Tampa Building Department for review of project documents and issuance of building permits for scope of work packages.

4.2 Permit Coordination - The Consultant will coordinate with the City of Tampa Building Department prior to and during the permitting process. Permit coordination will consist of attending pre-application meetings, responding to requests for additional information and other permit related correspondence.

Task 4 – Permitting Phase Deliverables

- Issue for Permit Packages (drawings, specifications and permit application)
- Response to Plan Review Comments

Task 5 - Construction Administration Phase

5.1 Pre-Construction Conference and Minutes Preparation - The Consultant will attend and participate in a Pre-Construction Conference at the Airport, record the minutes of the conference and distribute to the Authority's authorized representative, conference attendees and other interested parties.

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5.2 Construction Site Visit and Field Report - The Consultant will conduct periodic site visits to the construction site to observe and familiarize themselves generally with the progress and quality of the work and to determine if the work is generally proceeding in accordance with the contract documents and the General Contractor's construction schedule. To avoid misunderstandings or questions, the Consultant understands and agrees that the Authority shall have the responsibility for the general management of the construction contract. Accordingly, the Consultant shall not have the authority or responsibility to issue direct instructions to the General Contractor, to reject work done by the General Contractor, or to require additional special inspections and/or tests not listed in the drawings and specifications. The Consultant, however, will provide continuing counsel to the Authority's authorized representative throughout the construction of the Project.

5.3 Weekly Construction Coordination Meetings - The Consultant will attend weekly construction progress meetings and prepare meeting minutes.

5.4 Shop Drawing Submittal Review and Approval - The Consultant will review and approve or take other appropriate action upon shop drawings, samples and other submissions furnished by the General Contractor and submitted to the Consultant. The Consultant will maintain a log of all General Contractor submittals which shall include the submittal date, the action taken and the date returned.

5.5 Substantial Completion Walk-Through Inspection & Punch List - The Consultant will perform, together with the Authority's authorized representative, one initial inspection to determine if the project has been completed in accordance with the contract documents and if the General Contractor has fulfilled all of its obligations. The Consultant will prepare a punch list based on the inspection.

5.6 Monthly Pay Application Review - The Consultant will review quantity of work performed and quantity of materials in place and assist the Authority to sign-off on monthly pay applications from General Contractor.

5.7 Preparation of CCD's and CO's - The Consultant will assist the Authority in preparing routine construction change directives and change orders as required, act as interpreter of the terms and conditions of the contract documents and judge on the performance by the parties thereto and make decisions on claims of the Authority and General Contractor relating to the execution and progress of the work and other matters and questions related thereto. The Consultant shall provide design clarification and recommendations to assist the Authority in resolving field problems relating to the construction. Evaluate General Contractor change and cost proposals and substitutions and recommend to the Authority to either approve or disapprove the General Contractor's proposal or substitution.

5.8 Preparation of ASI/ESI's - The Consultant will prepare architect's/engineer's supplemental instructions to provide clarification or additional information with regards to elements included in the contract documents as necessary to complete the project.

5.9 Respond to General Contractor RFI's - The Consultant will provide prompt responses to all technical related requests for information (RFI's).

5.10 Final Acceptance Walk-Through Inspection - The Consultant will perform, together with the Authority's authorized representative, a final inspection to determine if the project has been completed in accordance with the contract documents and if the General Contractor has fulfilled all of its obligations for issuance of final acceptance by the Authority. The Consultant will sign off on punch list items completed based on the results of the walk-through.

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5.11 Record Drawings - The Consultant will provide one set of drawings, PDF files and CAD files of "record drawings", which shall become the property of the Authority, corrected to show significant changes made in the work during the construction of the project. Such corrections shall be based upon General Contractor "as-built" prints, drawings, field sketches and other data furnished to the Consultant by the Authority and/or any ESI or other changes to the drawings made by the Consultant.

Task 5 - Construction Administration Phase Deliverables

- Record Pre-Construction Conference Minutes
- Prepare Periodic Construction Site Visit Field Reports
- Record Weekly Construction Coordination Meeting Minutes
- Substantial Completion Walk-Through Inspection & Punch List
- Final Acceptance Walk-Through Inspection
- Submit Record Drawings to the Authority

Task 6 – TSA Testing and Commissioning Phase

6.1 TSA Coordination for Site Acceptance Test - The Consultant will coordinate with the Authority and TSA for the Site Acceptance Test (SAT) conducted by TSA to ensure that EDS equipment meets performance standards.

6.2 TSA Coordination for Integrated Site Acceptance Test - The Consultant will coordinate with the Authority and TSA for the Pre-Integrated Site Acceptance Test (ISAT). The Pre-ISAT is intended to independently evaluate CBIS performance and capability to meet the design standards and performance requirements defined by TSA PGDS. Written documentation of the successful demonstration of the Pre-ISAT shall be provided by the Authority with input from the Consultant and General Contractor to TSA.

The Integrated Site Acceptance Test is conducted by TSA with logistical/labor support from the Authority, Consultant and General Contractor. Logistical/labor support shall include but is not limited to the following:

- Baggage handlers to assist in bag induction
- Tugs and carts to move test bags to test locations
- Fork lift support for TSA-owned Unit Load Devices (ULDs) that transport test bags
- Bag tags for test bags
- Secure storage space for test bags
- Security Identification Display Area (SIDA) badging support
- SIDA escort support

6.3 Test Readiness Review - The Test Readiness Review (TRR) is a series of tests to be conducted in coordination with the Authority, Consultant and General Contractor as outlined in the TSA Site Specific Test Plan (SSTP) and witnessed and validated by TSA and/or a TSA contractor to ensure that the project CBIS is ready for the Testing and Commissioning phases. Once the Test Readiness Review has been issued by the Authority, Consultant and General Contractor will follow TSA change management processes outlined in TSA PGDS.

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The Authority, Consultant and General Contractor will coordinate and provide a benchmarked copy of the Programmable Logic Controller (PLC) programming to TSA at the following project milestones:

- Pre-TRR
- Pre-ISAT
- Post-ISAT
- Post-Operational Run-In

6.4 Project Run-In Period - The Run-In Period should consist of a 30-day period to collect meaningful operational data (BHS and EDS) to support a well-rounded test summary report that accurately depicts system performance characteristics. The Run-In period may be extended at TSA direction until open issues are resolved or if new defects are detected during the operational run-in.

6.5 Project Operational Analysis - The Operational Analysis (OA) will be directed by TSA on a periodic recurring basis or as the result of reported system performance anomalies.

Task 6 – Testing and Commissioning Phase Deliverables

- Pre-ISAT documentation
- ISAT documentation

Task 7 – TSA Project Closeout Phase

7.1 TSA Project Closeout - Once the CBIS has passed all necessary tests, the following actions shall be taken to close out the project.

- Submittal of Control Configuration Architecture Overview
- As-built CBIS documentation shall be submitted to TSA, in both CAD and PDF file format, as follows:
 - Final Description of Operations
 - A complete set of BHS as-built mechanical and electrical drawings, including:
 - Mechanical
 - Cover Sheet & Index
 - Legend
 - Overall Plan View
 - Overall Plan Existing (if available)
 - Isometric (if 3D)
 - CBRA Egress Plan
 - ETD Egress Plan
 - EDS Egress Plan
 - EDS Removal Path
 - ETD Plan View (1/2" scale if possible)
 - CBRA Plan View (1/2" scale, if possible)
 - Flow Chart
 - Standard Details
 - 1/8" scale plan views
 - 1/4" scale elevation views
 - Catwalk Drawings
 - Structural attachment drawings (including load drawings)
 - Structural Details
 - Phasing Drawings

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- Electrical Sheet Cover Sheet & Index Legend
- Manifest with power summary and belt speeds
- Control Device Plans 1/8" scale
- E-Stop Zones
- Control Device Details
- Network Architecture
 - Upper (Sort Controller)
 - Lower (PLC)
- Final copy of the Programmable Logic Controller (PLC) program shall be submitted to TSA
- Final copy of PLC and software disaster recovery procedures shall be submitted to TSA including software recovery application

7.2 Operations Training - Operations training, distinct from maintenance training, shall be provided by the Authority, with assistance from the Consultant and General Contractor to TSA for mechanical, electrical, and computer functions required to properly operate the staffed portions of the system. Training shall include, but not be limited to:

- Any BHS provided equipment provided in the CBRA
- Any BHS provided equipment provided in the On-Screen Resolution (OSR) room
- BHS control interface provided to conduct the Image Quality Test (IQT) procedures
- CBIS orientation and layout
- CBIS failsafe procedures and layout
- System safety
- Bag jam clearing procedures
- The Baggage Handling System Contractor (BHSC) shall provide Sensitive Security Information (SSI) training for any BHS reports classified as SSI

The training sessions shall be conducted prior to the operational startup of the respective BHS. Training materials and documentation to be presented must be submitted to TSA for review prior to the first scheduled training session. All training sessions shall be videotaped, copies of which are to be provided to TSA prior to live bag screening.

Task 7 – TSA Project Closeout Phase Deliverables

- Control Configuration Architecture Overview
- As-built CBIS documentation
- Operations Training (training sessions, materials & documentation)

Assumptions

- The Authority will support Design Team in obtaining TPA/HCAA SIDA access badging for ease of movement in secure areas of the airport
- The Authority will provide "Front End" specification templates for use in preparation of Bid Documents
- The Authority will provide Invitation to Bidder Notification form templates
- The Authority will provide templates for meeting minutes or any other submitted documents prepared for the Authority by the Design Team
- Printing costs expensed to project as reimbursable will be limited to full-size documents required for jurisdictional or Authority approval
- The project scope of work assumes there is adequate existing power capacity, both normal and emergency, to accommodate the modifications shown in the project drawings and specifications
- Testing of the existing electrical system loads by the General Contractor, Electrical Contractor and Baggage Handling System Contractor will be required:

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- Baseline testing prior to construction activities
- During construction and installation activities
- During testing and commissioning activities
- For a period agreed upon by the Authority after completion of project
- The Authority will coordinate with any existing tenants within or adjacent to the scope of work area to remove all any items and vacate the area prior to project construction activities by General Contractor
- The Authority will provide updated IT and Cabling Standards for coordination with Design Team and General Contractor
- Number of trips to the site will be limited to those described in the Exhibit B - Fee Estimate spreadsheet
- The Authority, Design Team and General Contractor Construction Team will make use of electronic meeting tools to facilitate online meetings and reviews to reduce project travel costs
- The Design Team assumes the project construction schedule submitted in the 100% TSA Submittal and Basis of Design Report to be the current anticipated construction duration for the project scope of work
- The Design Team assumes the revised project construction schedule submitted by the selected General Contractor will replace any previously submitted schedules
- General Contractor will be responsible for all necessary Building Permit Fees and Inspection Fees required for construction activities
- General Contractor will be responsible for creating Fire Protection and Fire Alarm shop drawings during construction for any systems modifications in the project scope of work areas
- General Contractor will be responsible for timely production of As-Built files for use by Design Team and the Authority

Exclusions

- Scope excludes aircraft striping or aircraft parking services
- Scope excludes abatement or environmental services
- Scope excludes design or documentation for LEED certification
- Scope excludes Threshold Inspections by Design Team Structural Engineer
- The project scope of work does not include a detailed survey of the existing facility conditions outside the areas described in the project documents; replacement or upgrade of non-impacted building systems and finishes; upgrading non-impacted areas or equipment to conform to accessibility standards; and spaces not described in this document
- The project scope of work does not include changes to TPA wayfinding signage inside or outside the Terminal buildings
- The project scope of work does not include modifications to existing building Radio Enhancement System (RES), Bidirectional Amplifier (BDA) or Distributed Antenna System (DAS)

Attachments

- Project Fee Proposal Spreadsheet:
HCAA_DESIGN_TEAM_Fee Estimate_FINAL_05182017.xlsx
- Tampa-CBIS Proposed Project Schedule:
HCAA_DESIGN_TEAM_SCHEDULE_FINAL_05182017.pdf

*File location: \\Dal-01-data01\files-dal-01\PROJECTS\M3005\0000\A-Agreements\01-Corgan\Agreement\Corgan Submittal to
HCAA_05182017\HCAA_DESIGN_TEAM_Scope_FINAL_05182017.docx*

HCAA Project Number 5991 14
Checked Baggage Upgrades and Optimization
Design Team Scope or Work

We trust that you will find this proposal in order. Qualified Corgan staff is available to commence work on this project immediately. Thank you for your confidence in our firm. Please contact us if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "John Murphy", with a stylized flourish at the end.

John Murphy
Principal

CORGAN
401 North Houston Street
Dallas, TX 75202
D 214 757 1736
E john.murphy@corgan.com

CC:
Max Marble/HCAA
Michael Steiner/Corgan

File location: \\Dal-01-data01\files-dal-01\PROJECTS\M3005\0000\A-Agreements\01-Corgan\Agreement\Corgan Submittal to HCAA_05182017\HCAA_DESIGN_TEAM_Scope_FINAL_05182017.docx

100% Design Fee

Project Fee Proposal - Corgan - Summary Sheet												
Checked Baggage System Upgrades and Optimization, Tampa International Airport												
HCAA Project Number 5991 14												
05.18.2017												
Scope/Task		Principal	Senior Associate - PM	Associate - Project Architect	Architectural Intern	Architectural Intern	Specifications - Principal	Specifications - Senior Associate	Specifications Writer			Total
Basic Design Services		Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	
Task - 100%												0
100% TSA Submittal - Project Meetings		32	48		48							128
100% TSA Submittal - Drawing & Specification Updates			288	24	288	168	8	16	40			832
Estimation - Kick-Off Meeting		8	8									16
Estimation - Scope Coordination			136		160							296
Estimation - Final Pricing Report & Review Meeting		8	16									24
Bidding - Drawing & Specification Updates			184	48	184	92	4	8	20			540
Bidding - Bid Coordination with HCAA		24	80		80	40						224
Permitting - Drawing & Specification Package for City of Tampa		8	248	60	244	122	4	8	20			714
Permitting - Plan Review Response Coordination		8	80		80							168
Permitting - Selected Bid GC Coordination			80									80
Subtotal Hours		88.00	1,168.00	132.00	1,084.00	422.00	16.00	32.00	80.00	-		3022
Rate		\$ 76.92	\$ 43.75	\$ 40.38	\$ 27.88	\$ 24.52	\$ 69.71	\$ 44.95	\$ 28.85	\$ -		
Subtotal Direct Labor		\$ 6,768.96	\$ 51,100.00	\$ 5,330.16	\$ 30,221.92	\$ 10,347.44	\$ 1,115.36	\$ 1,438.40	\$ 2,308.00	\$ -		\$ 108,630.24
Subtotal Burdened Labor @			3.03									\$ 329,149.63

Project Fee Proposal - BNP - Summary Sheet												
Checked Baggage System Upgrades and Optimization, Tampa International Airport												
HCAA Project Number 5991 14												
05.18.2017												
Scope/Task		Principal	Director	Sr PM	Site Eng	Test Eng	Sr Designer	Engineer	Drafter	Designer		Total
Basic Design Services		Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	
Task - 100%												0
100% TSA Submittal - Meetings/Coordination/Drawing Updates		20	60	80			40	40				240
Estimation - Coordination		2	8	8	16		8					42
Estimation - Power					16		8	16				40
Estimation - Project Costs					16		8	16				40
Bidding - Meetings /Coordination		8	18	24			24	30		24		128
Permitting - Meetings/Coordination		2	4	4	4		16			8		38
Permitting - Drawing / Spec Updates			4	4	4		4	4				20
Permitting - Stamping								4				4
												0
												0
												0
												0
												0
Subtotal Hours		32.00	94.00	120.00	56.00	-	108.00	110.00	-	32.00		552
Rate		\$ 108.17	\$ 74.28	\$ 64.90	\$ 26.44	\$ 39.66	\$ 47.35	\$ 29.33	\$ 23.80	\$ 29.33		
Subtotal Direct Labor		\$ 3,461.44	\$ 6,982.32	\$ 7,788.00	\$ 1,480.64	\$ -	\$ 5,113.80	\$ 3,226.30	\$ -	\$ 938.56		\$ 28,991.06
Subtotal Burdened Labor @			2.94									\$ 85,233.72

Construction Administration Fee

Project Fee Proposal - Corgan - Summary Sheet													
Checked Baggage System Upgrades and Optimization, Tampa International Airport													
HCAA Project Number 5991 14													
05.18.2017													
Scope/Task			Principal	Senior Associate - PM	Associate - Project Architect	Architectural Intern	Architectural Intern	Specifications - Principal	Specifications - Senior Associate	Specifications - Writer		Total	
Basic Design Services			Hours	Hours	Hours	Hours	Hours						
Task - CA												0	
RFI/Shop drawings				480	148	260	130					1018	
Construction meetings/Site Visits				624	208	416	208					1456	
QA/QC				480	148	260	130					1018	
Corres/Addendum/ ASI				480	148	260	130					1018	
PM			208	1326	442	884	442					3302	
Project Closeout			2	160	80	160	80	8	32	60			
												0	
			Subtotal Hours	210.00	3,550.00	1,174.00	2,240.00	1,120.00	8.00	32.00	60.00	-	7812
			Rate	\$ 76.92	\$ 43.75	\$ 40.38	\$ 27.88	\$ 24.52	\$ 69.71	\$ 44.95	\$ 28.85	\$ -	
			Subtotal Direct Labor	\$ 16,153.20	\$ 155,312.50	\$ 47,406.12	\$ 62,451.20	\$ 27,462.40	\$ 557.68	\$ 1,438.40	\$ 1,731.00	\$ -	\$ 312,512.50
			Subtotal Burdened Labor @		3.03								\$ 946,912.88

Project Fee Proposal - BNP - Summary Sheet													
Checked Baggage System Upgrades and Optimization, Tampa International Airport													
HCAA Project Number 5991 14													
05.18.2017													
Scope/Task			Principal	Director	Sr PM	Site Eng	Test Eng	Sr Designer	Engineer	Drafter	Desinger	Total	
Basic Design Services			Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours		
Task - CA													
PM			220	280	1440	1860						3800	
RFI / Shop Drawings / Submittal Review /ASI						80	304	60	80	60	60	644	
Construction Meeting Site Visit						180	600					780	
QA/QC				60	88	450	120					718	
Testing Static and Dynamic				60	120	475	608					1263	
ISAT Test Readiness Review						320	320					640	
Project Closeout			8	8	8	8		16	16			64	
												0	
												0	
												0	
			Subtotal Hours	228.00	408.00	1,656.00	3,373.00	1,952.00	76.00	96.00	60.00	60.00	7909
			Rate	\$ 108.17	\$ 74.28	\$ 64.90	\$ 26.44	\$ 39.66	\$ 47.35	\$ 29.33	\$ 23.80	\$ 29.33	
			Subtotal Direct Labor	\$ 24,662.76	\$ 30,306.24	\$ 107,474.40	\$ 89,182.12	\$ 77,416.32	\$ 3,598.60	\$ 2,815.68	\$ 1,428.00	\$ 1,759.80	\$ 338,643.92
			Subtotal Burdened Labor @		2.94								\$ 995,613.12

Expenses

Design and Bidding Expenses

Design/Bidding Expenses	Lodging	12 Nights	\$200	\$	2,400.00	
Corgan	Meals & Incidentals	12 Days	\$60	\$	720.00	
	Airfare	12 RT	\$600	\$	7,200.00	
	Rental Car	12 Days	\$80	\$	960.00	
	Parking	24 Days	\$30	\$	720.00	
	Reproduction	Allowance		\$	6,000.00	
	Shipping	Allowance		\$	1,000.00	
	COT Plan Review Fees	Allowance		\$	9,500.00	
Total					\$	28,500.00

Design/Bidding Expenses	Lodging	8 Nights	\$200	\$	1,600.00	
BNP	Meals & Incidentals	16 Days	\$60	\$	960.00	
	Airfare	8 RT	\$600	\$	4,800.00	
	Rental Car	16 Days	\$80	\$	1,280.00	
	Parking	16 Days	\$30	\$	480.00	
	Reproduction	Allowance		\$	-	
	Shipping	Allowance		\$	-	
Total					\$	9,120.00

Design/Bidding Expenses	Lodging	4 Nights	\$200	\$	800.00	
Faithful+Gould	Meals & Incidentals	4 Days	\$60	\$	240.00	
	Airfare	2 RT	\$310	\$	620.00	
	Rental Car	2 Days	\$80	\$	160.00	
	Parking	4 Days	\$30	\$	120.00	
	Reproduction	Allowance		\$	-	
	Shipping	Allowance		\$	-	
Total					\$	1,940.00

Construction Administration Expenses

CA Expenses	Lodging	52 Nights	\$200	\$	10,400.00	
Corgan	Meals & Incidentals	104 Days	\$60	\$	6,240.00	
	Airfare	104 RT	\$600	\$	62,400.00	
	Rental Car	52 Days	\$80	\$	4,160.00	
	Parking	208 Days	\$30	\$	6,240.00	
	Reproduction	Allowance		\$	6,000.00	
	Shipping	Allowance		\$	1,000.00	
Total					\$	96,440.00

CA Expenses	Lodging	128 Nights	\$200	\$	25,600.00	
BNP	Meals & Incidentals	160 Days	\$60	\$	9,600.00	
	Airfare	32 RT	\$600	\$	19,200.00	
	Rental Car	76 Days	\$80	\$	6,080.00	
	Parking	160 Days	\$30	\$	4,800.00	
	Reproduction	Allowance		\$	-	
	Shipping	Allowance		\$	-	
Total					\$	65,280.00

CA Expenses	Lodging	Nights	\$0	\$	-	
Faithful+Gould	Meals & Incidentals	Days	\$0	\$	-	
	Airfare	RT	\$0	\$	-	
	Rental Car	Days	\$0	\$	-	
	Parking	Days	\$0	\$	-	
	Reproduction	Allowance		\$	-	
	Shipping	Allowance		\$	-	
Total					\$	-

Name	Job Title	Raw Rate (\$/hour)	FAR Audited Overhead (\$/hr)	Profit (\$/hour)	Hourly Billing Rate (\$/hr)	Billing Multiplier
Corgan			175.37%	10%		
John Murphy	Principal	\$ 76.92	\$ 134.89	\$ 21.18	\$ 233.00	3.03
Michael Steiner	Senior Associate	\$ 43.75	\$ 76.72	\$ 12.05	\$ 132.52	3.03
Kent McGilberry	Associate	\$ 40.38	\$ 70.82	\$ 11.12	\$ 122.32	3.03
Wes Tafoya	Architectural Intern	\$ 24.52	\$ 43.00	\$ 6.75	\$ 74.27	3.03
Cassie Doss	Architectural Intern	\$ 27.88	\$ 48.90	\$ 7.68	\$ 84.46	3.03
Rachel Westmoreland	Architectural Intern	\$ 24.04	\$ 42.15	\$ 6.62	\$ 72.81	3.03
Chris Johnson	Principal	\$ 69.71	\$ 122.25	\$ 19.20	\$ 211.15	3.03
Lee Graham	Associate	\$ 48.56	\$ 85.15	\$ 13.37	\$ 147.08	3.03
Karen McRorey	Associate	\$ 43.99	\$ 77.14	\$ 12.11	\$ 133.24	3.03
Reanell McClure	Senior Associate	\$ 44.95	\$ 78.83	\$ 12.38	\$ 136.16	3.03
Vanny Sim	Specification Writer	\$ 28.85	\$ 50.59	\$ 7.94	\$ 87.37	3.03

Name	Job Title	Raw Rate (\$/hour)	FAR Audited Overhead (\$/hr)	Profit (\$/hour)	Hourly Billing Rate (\$/hr)	Billing Multiplier
BNP Associates			166.97%	10%		
BACA, JENNIFER	PROJECT ENGINEER	\$ 26.92	\$ 44.95	\$ 7.19	\$ 79.06	2.94
BALDWIN, JARED	PROJECT ENGINEER	\$ 31.25	\$ 52.18	\$ 8.34	\$ 91.77	2.94
BALL, AUSTIN	PROJECT ENGINEER	\$ 29.21	\$ 48.77	\$ 7.80	\$ 85.78	2.94
BALLOU, OWEN	SR PROJECT MANAGER	\$ 52.88	\$ 88.29	\$ 14.12	\$ 155.29	2.94
BASIAK, MAGDALENA	SR DESIGNER	\$ 45.91	\$ 76.66	\$ 12.26	\$ 134.82	2.94
BASSETTE , ROY	PROJECT MANAGER	\$ 50.24	\$ 83.89	\$ 13.41	\$ 147.54	2.94
BERNHARDT, HERBERT	SR. PROJECT MANAGER	\$ 60.10	\$ 100.35	\$ 16.04	\$ 176.49	2.94
BREIER, DAMIEN	PRINCIPAL	\$ 88.94	\$ 148.50	\$ 23.74	\$ 261.19	2.94
BROWN-DALY, MICHELLE	PROJECT DIRECTOR	\$ 69.71	\$ 116.39	\$ 18.61	\$ 204.72	2.94
CALLAHAN, PAUL	PROJECT ENGINEER	\$ 26.44	\$ 44.15	\$ 7.06	\$ 77.65	2.94
COCHRAN, TERRY	PROJECT DIRECTOR	\$ 74.28	\$ 124.03	\$ 19.83	\$ 218.14	2.94
CORLEY, KEVIN	PROJECT ENGINEER	\$ 34.86	\$ 58.21	\$ 9.31	\$ 102.37	2.94
DAFFRON, WILLIAM	PROJECT MANAGER	\$ 42.55	\$ 71.05	\$ 11.36	\$ 124.96	2.94
DALTON, GARRETT	PROJECT ENGINEER	\$ 30.53	\$ 50.98	\$ 8.15	\$ 89.66	2.94
DAS FLORES, RODRIGO	DRAFTSPERSON	\$ 23.80	\$ 39.74	\$ 6.35	\$ 69.89	2.94
DAVID, ASHER	SR PROJECT MANAGER	\$ 48.08	\$ 80.28	\$ 12.84	\$ 141.20	2.94
DEWHURST, BRYAN	PROJECT MANAGER	\$ 34.37	\$ 57.39	\$ 9.18	\$ 100.93	2.94
EWERS, ZACHARY	PROJECT ENGINEER	\$ 28.85	\$ 48.17	\$ 7.70	\$ 84.72	2.94
FEVANG, RICH	SR PROJECT MANAGER	\$ 56.49	\$ 94.32	\$ 15.08	\$ 165.89	2.94
FISHER, ANGELA	PROJECT MANAGER	\$ 53.37	\$ 89.11	\$ 14.25	\$ 156.73	2.94
GIAMMARIA, MICHAEL	PROJECT ENGINEER	\$ 26.44	\$ 44.15	\$ 7.06	\$ 77.65	2.94
GREENE, DYLAN	DESIGNER	\$ 25.72	\$ 42.94	\$ 6.87	\$ 75.53	2.94

Name	Job Title	Raw Rate (\$/hour)	FAR Audited Overhead (\$/hr)	Profit (\$/hour)	Hourly Billing Rate (\$/hr)	Billing Multiplier
Walter P. Moore & Associates			165.99%	10%		
Richard Temple	Senior Principal	\$ 82.69	\$ 137.26	\$ 21.99	\$ 241.94	2.93
Jennifer Salgado	Principal/Sr PM	\$ 50.24	\$ 83.39	\$ 13.36	\$ 147.00	2.93
Aaron White	Principal/Sr QC Mgr	\$ 70.02	\$ 116.23	\$ 18.62	\$ 204.87	2.93
David Martin	Project Manager	\$ 44.70	\$ 74.20	\$ 11.89	\$ 130.79	2.93
James Falls	Engineer	\$ 37.95	\$ 62.99	\$ 10.09	\$ 111.04	2.93
Travis Allen	Graduate Engineer	\$ 32.76	\$ 54.38	\$ 8.71	\$ 95.85	2.93
Matias Groetaers	Graduate Engineer	\$ 31.98	\$ 53.08	\$ 8.51	\$ 93.57	2.93
Samual Edwards	Graduate Engineer	\$ 32.76	\$ 54.38	\$ 8.71	\$ 95.85	2.93
William McNally	Graduate Engineer	\$ 31.27	\$ 51.91	\$ 8.32	\$ 91.49	2.93
David Harrington	CAD Designer	\$ 51.01	\$ 84.67	\$ 13.57	\$ 149.25	2.93
Jeff Shaver	Sr CAD Technician	\$ 40.50	\$ 67.23	\$ 10.77	\$ 118.50	2.93
Bob Daneau	Sr CAD Technician	\$ 31.00	\$ 51.46	\$ 8.25	\$ 90.70	2.93
Daniel Elliott	Sr CAD Technician	\$ 30.46	\$ 50.56	\$ 8.10	\$ 89.12	2.93
Ana Garrett	Admin Assistant	\$ 30.60	\$ 50.79	\$ 8.14	\$ 89.53	2.93
Karen Roan	Admin Assistant	\$ 29.33	\$ 48.68	\$ 7.80	\$ 85.82	2.93

Name	Job Title	Raw Rate (\$/hour)	FAR Audited Overhead (\$/hr)	Profit (\$/hour)	Hourly Billing Rate (\$/hr)	Billing Multiplier
TLC Engineering			164.74%	10%		
Jason Heffelmire	Regional Operations Dir	\$ 77.88	\$ 128.30	\$ 20.62	\$ 226.80	2.9121
Santiago Beron	Sr. Project Manager	\$ 60.10	\$ 99.01	\$ 15.91	\$ 175.02	2.9121
Gerry Crnkovich	Sr. Elec Engineer	\$ 59.64	\$ 98.25	\$ 15.79	\$ 173.68	2.9121
Ron Obrien	Elec Project Engineer	\$ 46.88	\$ 77.23	\$ 12.41	\$ 136.52	2.9121
Chris Salvo	Elec Project Manager	\$ 46.88	\$ 77.23	\$ 12.41	\$ 136.52	2.9121
John Batavich	Elec Engineer II	\$ 39.42	\$ 64.94	\$ 10.44	\$ 114.80	2.9121
Gerald Johns	Systems Designer II	\$ 35.36	\$ 58.25	\$ 9.36	\$ 102.97	2.9121
John F Gutierro	Systems Engineer I	\$ 32.69	\$ 53.85	\$ 8.65	\$ 95.20	2.9121
Jeremy Barker	Electrical Tech II	\$ 25.06	\$ 41.28	\$ 6.63	\$ 72.98	2.9121
Joseph K Mousa	Systems Grad Eng	\$ 26.50	\$ 43.66	\$ 7.02	\$ 77.17	2.9121
Susan Campbell	Office Coordinator	\$ 20.78	\$ 34.23	\$ 5.50	\$ 60.51	2.9121
Tamara Rouseff	Project Administrator	\$ 23.56	\$ 38.81	\$ 6.24	\$ 68.61	2.9121
Monique Mattila	Administrative Assistant	\$ 21.85	\$ 36.00	\$ 5.78	\$ 63.63	2.9121
Mandy L Missal	Administrative Assistant	\$ 19.74	\$ 32.52	\$ 5.23	\$ 57.49	2.9121

Name	Job Title	Raw Rate (\$/hour)	FAR Audited Overhead (\$/hr)	Profit (\$/hour)	Hourly Billing Rate (\$/hr)	Billing Multiplier
VoltAir Consulting Engineers			154.00%	10.0%		
Bocanegra, LeeMarie	Mechanical Engineer I	30.14	46.42	\$ 7.66	\$ 84.22	2.794
Beard, William	Mechanical Engineer II	37.14	57.20	\$ 9.43	\$ 97.99	2.794
Celis, Danny	Mechanical Engineer II	45.69	70.36	\$ 11.61	\$ 127.66	2.794
Chanis, Sam	Mechanical Designer II	42.91	66.08	\$ 10.90	\$ 119.89	2.794
Davis, Andrew	Mechanical Engineer I	29.05	44.74	\$ 7.38	\$ 81.17	2.794
Davis, Julius	Principal/Elec Engineer of Record	83.22	128.16	\$ 21.14	\$ 232.52	2.794
Eldridge, Eric	Mechanical Engineer II	44.57	68.64	\$ 11.32	\$ 124.53	2.794
Freeman, David	Director Electrical Engineering	49.54	76.29	\$ 12.58	\$ 138.41	2.794
Glass, Bailey	Mechanical Engineer I	35.00	53.90	\$ 8.89	\$ 97.79	2.794
Humbert, Zachary	Mechanical Engineer I	28.85	44.42	\$ 7.33	\$ 80.60	2.794
Jennings, John	IT Designer	44.79	68.98	\$ 11.38	\$ 125.15	2.794
Joseph, Aaron	Electrical Engineer I	34.66	53.38	\$ 8.80	\$ 96.84	2.794
Louis, Elohim	Electrical Engineer I	30.14	46.42	\$ 7.66	\$ 84.22	2.794
Marlow, Anthony	Sr Mechanical Designer	44.13	67.96	\$ 11.21	\$ 123.30	2.794
McGuirk, Bill	Electrical Engineer II	38.22	58.86	\$ 9.71	\$ 106.79	2.794
Mujbegovic, Nedim	Electrical Engineer II	45.81	70.55	\$ 11.64	\$ 128.00	2.794
Shorey, Rob	Sr. Plumbing/FP Designer	42.91	66.08	\$ 10.90	\$ 119.89	2.794
Wiegman, Roger	Revit/CAD Coordinator/Elec Designer	36.35	55.98	\$ 9.23	\$ 101.56	2.794
Young, Roland	Director of Mechanical Engineering	53.42	82.27	\$ 13.57	\$ 149.26	2.794
Zemina, Bryan	Sr Mechanical Engineer II	46.73	71.96	\$ 11.87	\$ 130.56	2.794

ATTACHMENT 2 CONTRACT CLAUSES CIVIL RIGHTS

GENERAL REQUIREMENT FOR CONTRACTS.

Subject to the applicability criteria noted in the specific contract provisions, these contract provisions apply to all work performed on the Contract. Failure to comply with the terms of these contract provisions may be sufficient grounds to:

1. Withhold progress payments or final payment,
2. Terminate the contract,
3. Seek suspension/debarment, or
4. Any other action determined to be appropriate by the sponsor or the FAA.

1.0 CIVIL RIGHTS – GENERAL - 49 USC § 47123

- A. The Design Professional agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.
- B. Duration:
 1. This provision binds the Design Professionals from the bid solicitation period through the completion of the Contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.
 2. This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon. In these cases the provision obligates the party or any transferee for the longer of the following periods:
 - a. The period during which the property is used by the airport Owner or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. The period during which the airport Owner or any transferee retains

ownership or possession of the property.

2.0 CIVIL RIGHTS – TITLE VI ASSURANCES

A. Compliance with Nondiscrimination Requirements

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

1. **Compliance with Regulations:** The Design Professional (hereinafter includes subcontractors and consultants) will comply with the Title VI List of Pertinent Nondiscrimination Statutes and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Contract.
2. **Non-discrimination:** The Design Professional, with regard to the work performed by it during the Contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Design Professional will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Design Professional for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Design Professional of the Design Professional’s obligations under this Contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The Design Professional will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Owner or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Design Professional will so certify to the Owner or the Federal Aviation Administration, as appropriate, and will set forth what

efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Nondiscrimination provisions of this Contract, the Owner will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Design Professional under the Contract until the Design Professional complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: The Design Professional will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Design Professional will take action with respect to any subcontract or procurement as the Owner or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Design Professional becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Design Professional may request the Owner to enter into any litigation to protect the interests of the Owner. In addition, the Design Professional may request the United States to enter into the litigation to protect the interests of the United States.

B. Title VI List of Pertinent Nondiscrimination Authorities

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

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
2. 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or

Federal-aid programs and projects);

4. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
6. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
7. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
8. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
9. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, Design Professional must take reasonable steps to ensure that LEP persons have meaningful access to Design Professional’s programs (70 Fed. Reg. at 74087 to 74100); and

12. Title IX of the Education Amendments of 1972, as amended, which prohibits Design Professional from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
- C. Duration: Design Professional must comply with this section during the period during which Federal financial assistance is extended to Hillsborough County Aviation Authority, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case this provision obligates the Design Professional for the longer of the following periods:
1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
 2. So long as the sponsor retains ownership or possession of the property.

3.0 DISADVANTAGED BUSINESS ENTERPRISE - 49 CFR part 26

- A. Contract Assurance (§ 26.13) - The Design Professional or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Design Professional shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Design Professional to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as the recipient deems appropriate.
- B. Prompt Payment (§26.29) - The Design Professional agrees to pay each subcontractor under this prime Contract for satisfactory performance of its Contract no later than ten (10) days from the receipt of each payment the Design Professional receives from Owner. The Design Professional agrees further to return retainage payments to each subcontractor within ten (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 approval of the Owner. This clause applies to both DBE and non-DBE subcontractors.
- C. Duration: Design Professional must comply with this section from the solicitation period through the completion of the Contract.

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

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

1. The Design Professional will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Design Professional will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Design Professional agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Design Professional will, in all solicitations or advertisements for employees placed by or on behalf of the Design Professional, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
3. The Design Professional will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Design Professional's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Design Professional will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Design Professional will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Design Professional's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Design Professional may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order

11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

a. The Design Professional will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (G) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Design Professional will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Design Professional becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Design Professional may request the United States to enter into such litigation to protect the interests of the United States.

B. Duration: Design Professional must comply with this section from the solicitation period through the completion of the Contract.

5.0 STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

A. As used in this provision:

1. "Covered area" means the geographical area described in the solicitation from which this Contract resulted;
2. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
3. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
4. "Minority" includes:
 - a. Black (all) persons having origins in any of the Black African racial groups not of Hispanic origin);
 - b. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or

South American, or other Spanish culture or origin regardless of race);

- c. Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - d. American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
- B. Whenever the Design Professional, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this Contract resulted.
- C. If the Design Professional is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Design Professionals shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Design Professional or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Design Professionals or subcontractors toward a goal in an approved Plan does not excuse any covered Design Professional's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
- D. The Design Professional shall implement the specific affirmative action standards provided in paragraphs G.1 through G.16 of these specifications below. The goals set forth in the solicitation from which this Contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Design Professional should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of

Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Design Professional is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

- E. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Design Professional has a collective bargaining agreement to refer either minorities or women shall excuse the Design Professional's obligations under these specifications, Executive Order 11246 or the regulations promulgated pursuant thereto.
- F. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the Design Professional during the training period and the Design Professional shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.
- G. The Design Professional shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Design Professional's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Design Professional shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:
 - 1. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Design Professional's employees are assigned to work. The Design Professional, where possible, will assign two or more women to each construction project. The Design Professional shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Design Professional's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - 2. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Design Professional or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - 3. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such

individual was sent to the union hiring hall for referral and was not referred back to the Design Professional by the union or, if referred, not employed by the Design Professional, this shall be documented in the file with the reason therefore along with whatever additional actions the Design Professional may have taken.

4. Provide immediate written notification to the Director when the union or unions with which the Design Professional has a collective bargaining agreement has not referred to the Design Professional a minority person or female sent by the Design Professional, or when the Design Professional has other information that the union referral process has impeded the Design Professional's efforts to meet its obligations.
5. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Design Professional's employment needs, especially those programs funded or approved by the Department of Labor. The Design Professional shall provide notice of these programs to the sources compiled under G.1 above.
6. Disseminate the Design Professional's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Design Professional in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
7. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
8. Disseminate the Design Professional's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the

Design Professional's EEO policy with other Design Professionals and subcontractors with whom the Design Professional does or anticipates doing business.

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

action obligations.

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

prescribed in paragraph 18.7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Design Professional fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

- N. The Design Professional shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
- O. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).
- P. Duration: Design Professional must comply with this section from the solicitation period through the completion of the Contract.

6.0 NONSEGREGATED FACILITIES REQUIREMENT - 41 CFR § 60-1.8

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

1001.

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

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

C. CERTIFICATION OF NONSEGREGATED FACILITIES

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

- D. Duration: Design Professional must comply with this section from the solicitation period through the completion of the Contract.

7.0 TITLE VI SOLICITATION NOTICE

- A. Notice to Bidders: The Hillsborough County Aviation Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

8.0 NON-DISCRIMINATION/ AFFIRMATIVE ACTION

- A. Design Professional assures that, in the performance of its obligations hereunder, it will fully comply with the requirements of 14 CFR Part 152, Subpart E – Nondiscrimination in Airport Aid Program), as amended from time to time, to the extent applicable to Design Professional, to ensure, inter alia, that no person will be excluded from participating in any employment contracting or leasing activities covered by such regulations on the grounds of race, creed, color, national origin, or sex. Company, if required by such regulations, will provide assurances to Authority that Company will undertake an affirmative action program or steps for equal employment opportunity and will require the same of its sub-organizations.
- B. Design Professional, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration of hereof, does hereby covenant and agree, (1) that no person on the grounds of race, color, or national origin will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of Airport facilities; (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination; and (3) that Company will fully comply with the requirements of 49 CFR Part 21 (Nondiscrimination in Federally assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964), as amended from time to time.
- C. This Contract may be subject to the requirements of the U.S. Department of Transportation’s Regulations, 49 CFR part 23, as amended. Company 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 lease, concession agreement, management contract or subcontract, purchase or lease

agreement or other agreement covered by 49 CFR part 23 as amended. Company agrees to include the above statements in any subsequent lease, concession agreements or other agreement covered by 49 CFR part 23, that it enters and cause those businesses to similarly include the statements in further agreements.

- D. In the event of breach of any of the above nondiscrimination covenants pursuant to Part 21 of the Regulations of the Office of the Secretary of Transportation, as amended, Authority will have the right to terminate the Contract and to re-enter as if said Contract had never been made or issued. The provision will not be effective until the procedures of Title 49 CFR Part 21 are followed and completed, including exercise or expiration of appeal rights.
- E. Duration: Design Professional must comply with this section from the solicitation period through the completion of the Contract.

9.0 CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

If the Airport Improvement Program requirements apply:

- A. The Design Professional for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Design Professional will use the premises in compliance with all other requirements imposed by or pursuant to the List of Pertinent Nondiscrimination Authorities as identified above.
- B. Duration: Design Professional must comply with this section from the solicitation period through the completion of the Contract.

END OF SECTION



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

E-Verify Certification

Project No. 5991 14
Checked Baggage System Upgrades and Optimization

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]

Attachment 4
Contractual Insurance Terms and Conditions
(Revised 12/11/14)

PURPOSE: To establish the insurance terms and conditions associated with contractual insurance requirements. This Standard Procedure is applicable to all companies with Authority contracts. Unless otherwise provided herein, any exceptions to the following conditions or changes to required coverages or coverage limits must have prior written approval from the Vice President of Facilities and Administration or designee.

INSURANCE COVERAGE:

A. Procurement of Coverage:

With respect to each of the required coverages, the company will, at the company's expense, procure, maintain and keep in force the amounts and types of insurance conforming to the minimum requirements set forth in the applicable contract. Coverages 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 a financial size category lower than VII may be approved on a case by case basis by Risk Management.

B. Term of Coverage:

Except as otherwise specified in the contract, the insurance will commence on or prior to the effective date of the contract and will be maintained in force throughout the duration of the contract. Completed operations coverage may be required to be maintained on specific commercial general liability policies effective on the date of substantial completion or the termination of the contract, whichever is earlier. If a policy is written on a claims made form, the retroactive date must be shown and this date must be before the earlier of the date of the execution of the contract or the beginning of contract work, and the coverage must respond to all claims reported within three years following the period for which coverage is required unless stated otherwise in the contract.

C. Reduction of Aggregate Limits:

If the aggregate limit is exhausted, the company will immediately take all possible steps to have it reinstated. The general liability policies shall include a per policy endorsement providing that the limits of such insurance specified in the contract shall

apply solely to the work under the contract without erosion of such limits by other claims or occurrences.

1. Cancellation Notice

Each of the insurance policies will be specifically endorsed to require the insurer to provide the Authority with 30 days written notice (or 10 days for non-payment of premium) 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

D. No waiver by approval/disapproval:

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

E. Future Modifications – Changes in Circumstances:

1. Changes in Coverages and Required Limits of Insurance

The coverages and minimum limits of insurance required by the contract are based on circumstances in effect at the inception of the contract. If, in the opinion of the Authority, circumstances merit a change in such coverages or minimum limits of insurance required by the contract, the Authority may, if such change is commercially available and if the Authority pays the costs, change the coverages and minimum limits of insurance required, and the company will, within 60 days of receipt of written notice of a change in the coverages and minimum limits required, comply with such change and provide evidence of such compliance in the manner required by the contract. Provided, however, that no change in the coverages or minimum limits of insurance required will be made until at least two years after inception of the contract. Subsequent changes in the coverages or minimum limits of insurance will not be made until at least two years after any prior change unless extreme conditions warrant such change and are agreeable to both parties.

If, in the opinion of the Authority, compliance with the insurance requirements is not commercially practicable for the company, at the written request of the company, the Authority 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 company. Any such modification will be subject to the prior written approval of the Vice President of Facilities and Administration or designee, and subject to the conditions of such approval.

F. Proof of Insurance – Insurance Certificate:

1. Prior to Work, Use or Occupancy of Authority Premises

The company will not commence work, use or occupy Authority premises in connection with the contract until the required insurance is in force, preliminary evidence of insurance acceptable to the Authority has been provided to the Authority, and the Authority has granted permission to the company to commence work, use or occupy the premises in connection with the contract.

2. Proof of Insurance Coverage

As preliminary evidence of compliance with the insurance required by the contract, the company will furnish the Authority with a certificate(s) of insurance satisfactory to the Authority. This certificate must be signed by an authorized representative of the insurer. If requested by the Authority, the company will, within 15 days after receipt of written request from the Authority, provide the Authority, or make available for review, certificates of insurance, copies of required endorsements and/or a certified complete copy of the policies of insurance. The company may redact those portions of the insurance policies that are not relevant to the coverage required by the contract. The company will provide the Authority with renewal or replacement evidence of insurance, acceptable to the Authority, prior to expiration or termination of such insurance.

The insurance certificate must:

a. Indicate that, to the extent required by the contract:

- i. the Authority, members of the Authority's governing body, and the Authority's officers, volunteers and employees are included as Additional Insureds on all policies other than workers compensation and professional liability, and

- ii. the insurers for all policies have waived their subrogation rights against the Authority;
- b. Indicate that the certificate has been issued in connection with the contract;
- c. Indicate the amount of any deductible or self-insured retention applicable to all coverages;
- d. 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;
- e. 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.

G. Deductibles / Self Insurance:

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 Vice President of Facilities and Administration or designee. The company agrees to provide all documentation necessary for the Authority to review the deductible or alternative program. Design Professional has a \$200,000 deductible, which is hereby approved upon execution of this Agreement.
2. The company will pay on behalf of the Authority, or any member of the Authority's governing body or any officer or employee of the Authority, any deductible or self-insured retention (SIR) which, with respect to the required insurance, is applicable to any claim by or against the Authority, or any member of the Authority's governing body, or any officer or employee of the Authority.
3. The contract by the Authority to allow the use of a deductible or self-insurance program will be subject to periodic review by the Risk Manager. If, at any time, the Authority deems that the continued use of a deductible or self-insurance program by the company should not be permitted, the Authority may, upon 60 days written notice to the company, require the company to replace or modify

the deductible or self-insurance in a manner satisfactory to the Authority, if such change is commercially available and if the Authority pays the costs.

4. Any deductible amount or SIR program will be included and clearly described on the certificate. This is to include fully insured programs as to a zero deductible per the policy. Authority reserves the right to deny any certificate not in compliance with this requirement.

H. Company's Insurance Primary:

The company's required insurance will apply on a primary basis. Any insurance maintained by the Authority will be excess and will not contribute to the insurance provided by or on behalf of the company.

I. Applicable Law:

With respect to any contract entered into by the Authority with a value exceeding \$10,000,000, if any required policy is: (i) issued to a policyholder outside of Florida or (ii) contains a "choice of law" or similar provision stating that the law of any state other than Florida shall govern disputes concerning the policy, then such policy must be endorsed so that Florida law (including but not limited to Part II of Chapter 627 of the Florida Statutes) will govern any and all disputes concerning the policy in connection with claims arising out of work performed pursuant to the contract.

J. Waiver of Subrogation:

The company, for itself and on behalf of its insurers, to the fullest extent permitted by law without voiding the insurance required by the contract, waives all rights against the Authority, members of the Authority's governing body and the Authority's officers, volunteers and employees, for damages or loss to the extent covered and paid for by any insurance maintained by the company.

K. Company's Failure to Comply with Insurance Requirements:

1. Authority's Right to Procure Replacement Insurance

If, after the inception of the contract, the company fails to fully comply with the insurance requirements of the contract, in addition to and not in lieu of any other remedy available to the Authority provided by the contract, the Authority may, at its sole discretion, procure and maintain on behalf of the company, insurance which provides, in whole or in part, the required insurance coverage.

2. Replacement Coverage at Sole Expense of Company

The entire cost of any insurance procured by the Authority will be paid by the company. At the option of the Authority, the company will either directly pay the entire cost of the insurance or immediately reimburse the Authority for any costs incurred by the Authority including premium and a 15% administration cost.

a. Company to Remain Fully Liable

Except to the extent any insurance procured by the Authority actually provides the insurance coverage required by the contract, the company will remain fully liable for full compliance with the insurance requirements in the contract.

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

Any insurance procured by the Authority is solely for the Authority's benefit and is not intended to replace or supplement any insurance coverage which otherwise would have been maintained by the company. Authority 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 Authority.



HILLSBOROUGH COUNTY
AVIATION AUTHORITY

REQUEST FOR QUALIFICATIONS
FOR
CHECKED BAGGAGE SYSTEM UPGRADES AND
OPTIMIZATION
AT
TAMPA INTERNATIONAL AIRPORT
TAMPA, FLORIDA

PROJECT NO. 5991 14

SOLICITATION NUMBER 14-411-021

ISSUE DATE: FEBRUARY 21, 2014

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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 the Checked Baggage System Upgrades and Optimization at Tampa International Airport, hereinafter known as Project.

2.0 Background

The Checked Baggage Inspection System (CBIS) at Tampa International Airport (TPA) is comprised of 24 Explosive Detection System (EDS) machines configured within four in-line screening “pods” located in the Main Terminal directly below the Ticketing level. Each screening pod has two conveyor loops. Each loop contains three L-3 EDS machines and a Transportation Security Administration (TSA) reconciliation area where level 3 bag searches are conducted. After screening, the bags are conveyed, via high speed conveyors, to an Airside Terminal where they are sorted by carrier and/or flight. Construction of the system began in 2002 and was completed with the integration of Airside C in 2005.

As part of the FY 2013 capital improvement program, the Authority included a project to provide 30% schematic design criteria documents, including schematic design drawings, outline specifications, design narrative and geotechnical data, for upgrading and optimizing the checked baggage system. The Authority commenced with this project in September 2012. These 30% schematic design criteria documents, which were completed in 2013, will establish the design criteria for the Project. The selected Respondent will be provided these design criteria documents. It will be the responsibility of the selected Respondent to take complete and total responsible charge of the information contained in the 30% schematic design criteria documents provided by the Authority. Following review of the 30% schematic design criteria documents, the selected Respondent will produce the 30% schematic design deliverable and outline and document any deviations prior to commencing to the 70%, 90% and final design deliverables development phase.

3.0 Project Description

This Project will provide for, but is not limited to, the final design and construction of the checked baggage system upgrades and optimization at TPA.

The Respondent will provide all necessary design and construction for the replacement of TSA EDS equipment and system reconfiguration of the CBIS within the Airport Main Terminal building. The selected Respondent will be required to meet all TSA requirements.

The Project includes all necessary facility modifications required for the reconstruction and optimization of the CBIS to include changes to baggage conveyor systems, programming, mechanical, plumbing, electrical, structural, telecommunications, and other infrastructure as necessary. The existing EDS units will be removed and replaced with new TSA provided EDS units within a reconfigured CBIS. The Project will also encompass any necessary modifications to the Checked Baggage Resolution Areas and the On Screen Resolution Room.

The reconfigured CBIS should be planned to accommodate input and/or output conveyor belts for future facilities which will include the Main Terminal APM Station, Airside D, Airside C expansion and self-tagging bag input stations.

The 30% schematic design criteria documents will be transmitted to the selected Respondent in .pdf and .dwg format. The simulation model developed as part of the 30% schematic design will also be transmitted to the selected Respondent.

See Appendix P, Exhibits 1 and 2, for existing and proposed system layouts.

The estimated budget for the design and construction of this Project is \$49,503,495.00, which does not include the cost of the TSA provided EDS units and other screening equipment.

It is the intent of the Authority that all aspects of the construction work will be competitively bid. Other than providing construction management services, the selected Respondent and any team members included in the response will not self-perform any construction work required in this Project.

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 Contract, Part 2 Contract and any Supplemental Contracts. Design-Build services will consist of all professional design services and construction required to complete the Project in accordance with the Authority's Contracts between Authority and the selected Respondent.

4.1 Services for the Part 1 Contract, Part 2 Contract and any Supplemental Contracts may include the following technical expertise and others as necessary:

- Building construction
- Baggage handling system construction
- Architecture

- Mechanical engineering
- Electrical engineering
- Structural engineering
- Baggage Handling system design
- Fire protection system engineering
- CCTV engineering
- Telephone, data wiring and wireless networks
- Surveying
- Cost estimating and scheduling
- Materials and environmental testing

4.2 Part 1 Contract - A Part 1 Contract will be executed as well as Supplemental Contracts, as needed, for the Project. As part of the Part 1 Contract, the selected Respondent will provide the following:

- A. Review of the 30% schematic design criteria documents provided by the Authority. Following review of the 30% schematic design criteria documents, the selected Respondent will produce the 30% schematic design deliverable and outline and document any deviations prior to commencing to the 70% design development phase.
- B. Design development phase – 70% - develop design documents for permitting and development of the Guaranteed Maximum Price (GMP). Some elements of the design documents may be developed to 90% design prior to the development of the GMP. These documents will require all design to be detailed and coordinated sufficiently to allow for permitting, subcontractor bidding 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 Project 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 subcontractor bid 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.

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

4.3 Part 2 Contract - A Part 2 Contract with Supplemental Contracts, as needed, for the Project will be required. The selected Respondent will be required to provide services for the following:

- A. Construction document preparation phases - 100% - final construction schedule, drawings and specifications.
 - B. All design, fabrication and construction services necessary to complete the work.
- 4.4 In addition to the 30% schematic design criteria documents, limited as-built plans, surveys and specifications of the site and adjacent areas are available. The as-built plans will require field verification of existing conditions or facilities by the selected Respondent before they can be used for this Project. The selected Respondent will be responsible for verifying the information contained therein and for making measured drawings thereof.
- 4.5 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.
- 4.6 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 drawing submittals are to be delivered in 11" x 17" format or as requested by the Authority.
- 4.7 Preparation of Contract Documents for the work, including specifications, construction plans, the complete as-builts, closeout documents and other materials, 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.
- 4.8 The design, Contract Documents and construction administration will be coordinated with the Authority staff, tenants and all agencies having jurisdiction.
- 4.9 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.
- 4.10 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, submittals, attend construction progress meetings and record and publish minutes.
- 4.11 The selected Respondent will coordinate with the Consolidated Rental Car Facility (ConRAC) / Automated People Mover (APM) and Main Terminal and Airport Concession Redevelopment Design-Build firms.

5.0 Material Quality Standards

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

6.0 Term of Contract

The Part 1 Contract for Design-Build Services will commence on the date awarded by the Board and will remain in effect until one year after final acceptance of the constructed Project. 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 / Procurement Department / Current Opportunities 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 WebEx. Contact Tom Thalheimer at tthalheimer@tampaairport.com to register as an on-line WebEx attendee. The on-line attendance registration deadline for attending by WebEx is March 5, 2014 by 5:00 p.m.

Scheduled Item	Scheduled Date
Request for Qualifications (RFQ) posted on Authority website	February 21, 2014 by 5:00 p.m.
Deadline for on-line WebEx attendance registration for the Mandatory Pre-Qualification conference	March 5, 2014 by 5:00 p.m.
Mandatory Pre-Qualification conference	March 7, 2014 at 2:00 p.m.
Request for Clarification deadline	March 14, 2014 by 5:00 p.m.
Addendum posted on Authority website	March 21, 2014 by 5:00 p.m.
Notice of Minimum Qualifications meeting posted on Authority website and bulletin boards	April 10, 2014 by 5:00 p.m.
Deadline for Submitting RFQ responses	April 14, 2014 by 2:00 p.m.
Minimum Qualifications meeting	April 18, 2014 at 3:00 p.m.
Notice of Technical Evaluation Committee Meetings	May 5, 2014 by 5:00 p.m.

and interviews posted on Authority website and bulletin boards	
Technical Evaluation Committee Meeting	May 12, 2014 at 9:00 a.m.
Technical Evaluation Committee Meeting	May 13, 2014 at 10:00 a.m.
Interviews	May 14, 2014 at 9:00 a.m. May 15, 2014 at 9:00 a.m.
Technical Evaluation Committee Meeting	May 16, 2014 at 11:00 a.m.
Selection by Authority Board	June 5, 2014 at 9:00 a.m.
Submit Final Fee & Scope Proposal	June 25, 2014 by 5:00 p.m.
Part 1 Contract for Design-Build Services presented to Authority Board for award	August 7, 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 Solicitation:

1 Original hard copy (clearly marked "Original"); and
7 Duplicate hard copies (clearly marked "COPY"); and
1 Universal Serial Bus portable flash memory card ("USB flash drive") containing a copy of the complete original Response in Microsoft Word® or Adobe® PDF format with the original hard copy. The electronic copy should be one continuous file and must contain a complete copy of Respondent's Response, including all appendices, attachments and exhibits.

Hard copy Response must be bound in a locking 3-ring binder.

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 will 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 schedule 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 will 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 to be applied 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 of the Competitive Selection Process;

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 the 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, 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 any presentation / demonstration / interview at a publicly noticed technical evaluation committee meeting;

8.8.2.4 Oral communications during any duly noticed Board meeting; and

8.8.2.5 Communications relating to bid protests made in accordance with the Authority's Bid Protest Policy.

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 / Procurement Department / Current Opportunities 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. 14-411-021" in the subject line by March 14, 2014, 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 / Procurement Department / Current Opportunities. It is the responsibility of the Respondent to verify the Authority received their request by contacting Tom Thalheimer at (813) 801-6042. Failure of any Respondent to review 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 Contract.

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 Project, the Authority will be issuing a request for qualifications for and awarding a Program Management Consultant to provide qualified staff to act as an extension of the Authority's staff. The selected Respondent will be precluded from consideration for the Program Management Consultant. Furthermore, any and all of the selected Respondent's team members will be precluded from working on any work order issued to the Program Management Consultant for services related to this solicitation.

9.0 Outline Format for Response

This Section 9.0 outlines the format, information and documentation that Respondents must submit in response to this Solicitation.

- A. Each section of the Response will be tabbed with the number and name of the section in accordance with the outline format provided in Section 9.0 (example: 9.1 Minimum Qualifications).
- B. Insert the Outline Format for Response paragraph immediately prior to the response to each section.
- C. Sequentially number all pages within each tab (page numbers should start at Page 1 in each Tab).
- D. All pages are to be single sided.
- E. Use only the Appendices forms provided in this Solicitation. Alternate or modified forms may result in a reduced score of your technical ranking.
- F. Page limitations set forth are not to be exceeded.
- G. Complete the Respondent Information page, execute and include in your Response immediately following the cover page.

9.1 Minimum Qualifications

Fully complete and submit Appendix A.1, entitled Respondent's Information and Appendix A.2, entitled Minimum Qualifications Form and provide the documentation required in this Section 9.1.

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.2. Provide documentation that the Respondent has completed two Construction Manager at Risk or Design-Build renovation or expansion projects of existing buildings at comparable facilities with a construction value of \$20,000,000 or greater since January 1, 2004 as the prime contractor. Comparable facilities include airport or other public transportation terminals, hospitals, university facilities, or other similar large commercial facilities. In addition, provide documentation that the Respondent's proposed Baggage Handling

System Design firm has designed two new, renovation or expansion projects of inline baggage screening systems with a construction value of \$10,000,000 or greater since January 1, 2004 that have either been completed or are under construction.

- B. Must have attended the mandatory pre-qualification conference. No documentation from Respondent is required. The Authority will verify attendance.
- C. Business and 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 registered, print out the verification form and include it as an attachment to the response. For general questions on the application process, contact the Supplier Registration help line at 813-870-8796. No documentation from Respondent is required. The Authority will verify registration.
- D. Business Registration: Respondent must be registered with the Florida Department of State, Division of Corporations, to do business in the State of Florida prior to submitting a Response. No documentation from Respondent is required. The Authority will verify registration.
- E. Florida Convicted Vendor List: Respondent must not be on the Florida Department of Management Services, Convicted Vendor List, as defined in Section 287.133(3) (d), Florida Statutes. (www.dms.myflorida.com). No documentation from Respondent is required. The Authority will verify the status.
- F. Have the ability to obtain the insurance coverages and limits as required in Appendix L, Sample Part 1 Contract for Design Build Services. Respondent must provide a current insurance certificate in Tab 9.1 with the coverages and limits as required.
- G. Federal Convicted Vendor List: Respondent must not be on the Federal Convicted Vendor list. (www.sam.gov). No documentation from Respondent is required. The Authority will verify the status.
- H. FDOT Suspension List: Respondent must not be on the Florida Department of Transportation Contractor Suspension List. No documentation from Respondent is required. The Authority will verify the status.
(<http://www.dot.state.fl.us/construction/legal/newsuspension.shtm>)

- I. Respondent must not be on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as detailed in Section 9.13. No documentation from Respondent is required in this section. The Authority will verify the status.
- J. DBE Participation: Respondent must meet the DBE participation goal requirement as stated in Section 9.10 and submit Appendices H.1 and H.2 as required in Section 9.10.

9.2 Respondent's Organizational Structure (**limit 4 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 Disadvantaged Business Enterprise (DBE). 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 DBE firm is to be used and is not listed in Appendix B, explain the relationship, responsibilities and roles of that DBE 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

- A. Fully complete and submit Appendix C. Include only those key and support personnel and their respective firm names listed 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, 2004.

- C. Fully complete and submit Appendices E.1-E.3, 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, 2004 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.2 for each project submitted. These pages may be duplicated as many times as necessary.

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

For purposes of responding to this section, emphasis should be placed on experience in the design, permitting, and construction of comparable facilities of similar scope and complexity that remained in operation during renovations. Comparable facilities include airport or other public transportation terminals, hospitals, university facilities, or other similar large commercial facilities.

- A. Fully complete and submit Appendix F.1, entitled Respondent's Experience in Work of Comparable Scope and Complexity. List no more than a total of three construction manager at risk or design-build projects of comparable scope and complexity that have been accomplished by the Respondent. List only projects which have been completed since January 1, 2004 or projects that are underway.
- B. Fully complete and submit Appendix F.2, entitled Baggage Handling System Design Firm's Experience in Work of Comparable Scope and Complexity. List no more than a total of three construction manager at risk, design-build or design-bid-build projects of comparable scope and complexity that have been accomplished by the baggage system design firm. List only those projects which have been completed since January 1, 2004 or projects that are underway.

Representative photographs and exhibits supporting the above projects are permitted as an attachment to this section. **(limit six 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 Project.
- B. Describe how the Respondent will meet the Authority's intent to receive and evaluate competitive bids in the preparation of the GMP.

It is the intent of the Authority that all aspects of the construction work will be competitively bid. Other than providing construction management services, the selected Respondent and any team members included in their response will not self-perform any construction work required in this Project.

9.7 Approach to the Project **(limit twelve pages)**

- A. Describe in detail how the selected Respondent will review and take complete and total responsible charge of the information contained in the 30% schematic design criteria documents provided by the Authority.
- B. Describe in detail the Respondent's approach to the design and construction of the Project. The Respondent should take into consideration the operational needs of all airport stakeholders, TSA design submittal and testing requirements and operational impacts during construction of the Project. The Respondent should draw upon previous similar experience of the Respondent's Team and elaborate on how such experience may be applied to the Project.
- C. For purposes of this evaluation, provide a detailed narrative that describes Respondent's approach to developing a schedule for this Project. (Bar chart is not required).
- D. 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 to this Project, as listed in Appendix C, by providing a signed letter of commitment.

9.8 Acknowledgement of Addenda

Respondent must complete and submit a fully executed copy of Appendix M, entitled Acknowledgement of Addenda, and include in Tab 9.8.

9.9 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 - \$4,000,000
9	\$4,000,001 - \$8,000,000
8	\$8,000,001 - \$12,000,000
7	\$12,000,001 - \$16,000,000
6	\$16,000,001 - \$20,000,000
5	\$20,000,001 - \$24,000,000
4	\$24,000,001 - \$28,000,000
3	\$28,000,001 - \$32,000,000
2	\$32,000,001 - \$36,000,000
1	\$36,000,001 - \$40,000,000
0	>\$40,000,000

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 9.9 and shall only be included in the original hard copy and electronic copy of the response. Do not include Appendix N in the duplicate hard copies. 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.

9.10 Disadvantaged Business Enterprise (DBE) Participation

It is the policy of the Authority that DBEs 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. **DBE goal for design:** A DBE goal has been established for the design of the Project. The Respondent must assure and demonstrate in their response that they will subcontract to certified DBEs at least 9.0% of the total dollar amount earned on the design phase of the Project, or clearly demonstrate in a manner acceptable to the Authority its good faith efforts to obtain DBE participation. The selected Respondent's DBE commitment for design will be incorporated into the Part 1 Contract, the Part 2 Contract and any supplemental Contracts and will be enforceable under the terms of the applicable Contract.
- B. **DBE goal for construction:** A DBE goal has been established for construction of the Project. The Respondent must assure in their response that they will subcontract to certified DBEs at least 7.0% of the total dollar amount earned on the construction phase of the Project, or clearly demonstrate in a manner acceptable to the Authority its good faith efforts to obtain DBE participation. The selected Respondent's DBE commitment for construction will be incorporated into the Part 2 Contract and any supplemental Contracts and will be enforceable under the terms of the applicable Contract. Letters of Intent for the construction phase are not required at this time.
- C. **Certification of Eligible DBEs:** Only DBEs 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. **DBEs must be certified at the time responses are received by the Authority.**
- D. To demonstrate Respondent's commitment to meet the individual DBE expectancies established, each Respondent must complete and submit with their response Appendix H.1, entitled Disadvantaged Business Enterprise Assurance and Participation and Appendix H.2, entitled DBE Letter of Intent (Design).
- E. **Good Faith Efforts:** If Respondent fails to meet any of the DBE 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 DBE expectancy attainment by a Respondent who aggressively and actively seeks to obtain DBE 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 its DBE Policy.

- F. Failure to meet any of the above individual DBE expectancies or satisfying any necessary good faith effort requirements will render the response as non-responsive. Non-responsive responses will not be evaluated.

Respondents are encouraged to refer to the Authority’s DBE 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 DBE firms are also available on the Authority’s website.

9.11 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 Project, 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 Respondent’s Project Director 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 Project Director and their contributions will be included in the evaluation scoring. Interviews will also include a 20 minute presentation. 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.

9.12 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. Respondents must designate on Appendix I, Technical Evaluation Form, if the Respondent is a certified MBE. Include a copy of Appendix I and submit certification documentation in Tab 9.12. If Respondent is not a certified MBE, provide a statement to that effect in Tab 9.12.

9.13 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 in this section.

9.14 ePayables

Respondent must complete and submit an Appendix O, entitled ePayable Payment Solution Form.

9.15 Attachments

Provide the following attachments in Tab 9.15.

- A. The Respondent and Respondent's Team member's most current GSA Standard Form 330, Part II.
- B. A copy of the Respondent and proposed teams' 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.

10.0 Technical Evaluation

A technical evaluation committee consisting of Authority staff will conduct a technical evaluation of all responses. The results of the evaluation will be reviewed by the 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 Project are shown on Appendix I.

11.0 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 a Contract prior to selection or award by the Authority's Board.

12.0 Sample Contract for Design-Build Services

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

13.0 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 June 5, 2014, 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 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 Team member's most recent audited or unaudited financial statement.

14.0 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 / Procurement Department / Current Opportunities and receipt of each has been acknowledged. Failure to submit acknowledgement of each addendum issued may result in the Respondent being deemed non-responsive. Use of any other form may render the Respondent's response void. Each Respondent must complete and submit a fully executed copy of the Acknowledgement of Addenda found at Appendix M, Acknowledgement of Addenda. Failure of any Respondent to review any addendum will not relieve them from any obligation contained therein.

15.0 List of Appendices

Appendix	Title
A.1	RESPONDENT'S INFORMATION
A.2	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.1-E.3	KEY AND SUPPORT PERSONNEL RESUMES
F.1	RESPONDENT'S EXPERIENCE IN WORK OF COMPARABLE SCOPE AND COMPLEXITY
F.2	BAGGAGE HANDLING SYSTEM DESIGN FIRM'S EXPERIENCE IN WORK OF COMPARABLE SCOPE AND COMPLEXITY
G	LOCATION
H.1	DISADVANTAGED BUSINESS ENTERPRISE ASSURANCE AND PARTICIPATION
H.2	DBE LETTER OF INTENT (DESIGN)
I	TECHNICAL EVALUATION FORM
J	SCRUTINIZED COMPANY CERTIFICATION
K	P411 – SELECTION OF PROFESSIONAL SERVICES FOR CCNA
L	SAMPLE PART 1 CONTRACT FOR DESIGN-BUILD SERVICES
M	ACKNOWLEDGEMENT OF ADDENDA
N	VOLUME OF WORK
O	ePAYABLE PAYMENT SOLUTION
P	EXHIBITS

16.0 List of Exhibits

Included in Appendix P are Exhibits 1 and 2. These Exhibits were prepared by Authority staff or consultants for the Respondent's information.

**APPENDIX A.1
RESPONDENT'S INFORMATION**

February 21, 2014

Provide information on Respondent, fully execute and include in Tab 9.1 of your Response immediately following the cover page.

A. Legal contracting name including any dba.

B. State of organization or incorporation

C. Ownership:

D. Federal Employer Identification Number. -

E. Corporate headquarters.

Address:

City: State: Zip Code: -

Phone: - -

F. Local office (if any).

Address:

City: State: Zip Code: -

Phone: - -

G. Primary representative during this Solicitation process.

Name:

Phone: - - Ext.

E-mail: @ .

Mailing Address:

City: State: Zip Code: -

H. Secondary representative during this Solicitation process.

Name:

Phone: - - Ext.

E-mail: @ .

Mailing Address:

City: State: Zip Code: -

I. Attest if the Respondent provides services to anyone related to or employed by the Hillsborough County Aviation Authority ("Authority"), including the Authority's Board members.

- No, the Respondent does not provide services to anyone related to or employed by the Authority, including Authority Board members.
- Yes, the Respondent provides services to someone related to or employed by the Authority, including Authority Board members.

If yes, identify each individual and explain the relationship.

J. Attest if the Respondent employs anyone related to an employee of the Authority, including Authority Board members.

- No, the Respondent does not employ anyone related to an employee of the Authority, including Authority Board members.
- Yes, the Respondent does employ a relative of an employee of the Authority, including Authority Board members.

If yes, identify each individual and explain the relationship.

The submittal of this Response 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 Response on behalf of and as the official act of the Respondent, this _____ day of _____, 2014.

RESPONDENT:

ATTESTED BY:

BY:

Signature of Authorized Official

Signature

Printed Name

Printed Name

Title

Title

Date

APPENDIX A.2 MINIMUM QUALIFICATIONS FORM

February 21, 2014

Name of Respondent submitting RFQ: _____

PROJECT DETAILS	RESPONDENT PROJECT NO. 1	RESPONDENT PROJECT NO. 2
PROJECT TITLE		
OWNER NAME		
NAME OF OWNER'S PROJECT REPRESENTATIVE		
REPRESENTATIVE'S TITLE		
TELEPHONE NUMBER AND EMAIL ADDRESS		
DETAILED DESCRIPTION OF PROJECT		
UNIQUE FEATURES OF THE DESIGN OR SPECIAL CONDITIONS		
TYPE OF PROJECT (Design-Build or CM at Risk)		
ROLE ON PROJECT (Prime, yes or no)		
PROJECT COMPLETION DATE (actual or scheduled)		
CONSTRUCTION VALUE		
PROJECT DETAILS	RESPONDENT'S BAGGAGE HANDLING SYSTEM DESIGN FIRM'S PROJECT NO. 1	RESPONDENT'S BAGGAGE HANDLING SYSTEM DESIGN FIRM'S PROJECT NO. 2
PROJECT TITLE		
OWNER NAME		



NAME OF OWNER'S PROJECT REPRESENTATIVE		
REPRESENTATIVE'S TITLE		
TELEPHONE NUMBER AND EMAIL ADDRESS		
DETAILED DESCRIPTION OF PROJECT		
UNIQUE FEATURES OF THE DESIGN OR SPECIAL CONDITIONS		
ROLE ON PROJECT		
PROJECT COMPLETION DATE (actual or scheduled)		
CONSTRUCTION VALUE		

INFORMS PACKAGE

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

February 21, 2014

Name of Respondent submitting RFQ: _____

DISCIPLINE	NAME OF FIRM(S)	DBE (Y/N)
Building construction		
Architecture		
Mechanical engineering		
Electrical engineering		
Structural engineering		
Baggage Handling system design		
Fire protection system engineering		
CCTV engineering		
Surveying		
Cost estimating and scheduling		

Note: Firms may perform more than one discipline. Identify "Lead" firm for each discipline when more than one firm is listed.

**APPENDIX C
KEY AND SUPPORT PERSONNEL DATA FORM**

February 21, 2014

Name of Respondent submitting RFQ: _____

KEY PERSONNEL	INDIVIDUAL'S NAME / FIRM
Project Director	
Project Manager for Design	
Project Manager for Construction	
Baggage Handling System Designer	

SUPPORT PERSONNEL	INDIVIDUAL'S NAME / FIRM
Mechanical Engineer	
Electrical Engineer	
Structural Engineer	

Note: Only one individual may serve in each role. Individuals may not serve in more than one role.

APPENDIX D
KEY AND SUPPORT PERSONNEL PROJECT REFERENCES

February 21, 2014

Name of Respondent submitting RFQ: _____

REFERENCE PROJECT NO. 1				
	Project Director	Project Manager for Design	Project Manager for Construction	Baggage Handling System Designer
PERSON'S NAME				
PROJECT TITLE				
PROJECT COMPLETION DATE				
PROJECT DESCRIPTION & VALUE				
NAME OF REFERENCE				
REFERENCE EMPLOYER NAME				
REFERENCE TITLE				
TELEPHONE NUMBER				
EMAIL ADDRESS				
PERSONNEL'S RESPONSIBILITY ON PROJECT				



**APPENDIX D
KEY AND SUPPORT PERSONNEL PROJECT REFERENCES**

February 21, 2014

REFERENCE PROJECT NO. 1			
	Mechanical Engineer	Electrical Engineer	Structural Engineer
PERSON'S NAME			
PROJECT TITLE			
PROJECT COMPLETION DATE			
PROJECT DESCRIPTION & VALUE			
NAME OF REFERENCE			
REFERENCE EMPLOYER NAME			
REFERENCE TITLE			
TELEPHONE NUMBER			
EMAIL ADDRESS			
PERSONNEL'S RESPONSIBILITY ON PROJECT			

**APPENDIX D
KEY AND SUPPORT PERSONNEL PROJECT REFERENCES**

February 21, 2014

REFERENCE PROJECT NO. 2				
PERSON'S NAME	Project Director	Project Manager for Design	Project Manager for Construction	Baggage Handling System Designer
PROJECT TITLE				
PROJECT COMPLETION DATE				
PROJECT DESCRIPTION & VALUE				
NAME OF REFERENCE				
REFERENCE EMPLOYER NAME				
REFERENCE TITLE				
TELEPHONE NUMBER				
EMAIL ADDRESS				
PERSONNEL'S RESPONSIBILITY ON PROJECT				

APPENDIX D
KEY AND SUPPORT PERSONNEL PROJECT REFERENCES

February 21, 2014

REFERENCE PROJECT NO. 2			
	Mechanical Engineer	Electrical Engineer	Structural Engineer
PERSON'S NAME			
PROJECT TITLE			
PROJECT COMPLETION DATE			
PROJECT DESCRIPTION & VALUE			
NAME OF REFERENCE			
REFERENCE EMPLOYER NAME			
REFERENCE TITLE			
TELEPHONE NUMBER			
EMAIL ADDRESS			
PERSONNEL'S RESPONSIBILITY ON PROJECT			

**APPENDIX E.1
KEY AND SUPPORT PERSONNEL RESUMES**

February 21, 2014

Name of Respondent submitting RFQ: _____

PERSONNEL RESUME		
<i>NOTE: This page is to be completed once for each key and support personnel listed in Appendix C.</i>		
PERSON'S NAME		
PROFESSIONAL PROFILE		
TITLE WITHIN CURRENT FIRM	YEARS EXPERIENCE	
	WITH CURRENT FIRM	WITH OTHER FIRMS
CURRENT FIRM NAME	FEDERAL EMPLOYER IDENTIFICATION (FEI) NUMBER	
EDUCATION <i>Degrees / School / Year / Specialization</i>	ACTIVE REGISTRATION(S)	
PROFESSIONAL AFFILIATION(S)		
PROJECT ROLE		
PROPOSED PROJECT ASSIGNMENT / ROLE AND RESPONSIBILITIES FOR THIS RFQ		

APPENDIX E.2 KEY AND SUPPORT PERSONNEL RESUMES

February 21, 2014

Name of Respondent submitting RFQ: _____

PROJECT EXPERIENCE OF COMPARABLE SCOPE AND COMPLEXITY
<i>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.</i>
PERSON'S NAME

PROJECT OVERVIEW	CONSTRUCTION DETAILS		
PROJECT NAME	DELIVERY METHOD		
PROJECT LOCATION	<input type="checkbox"/> Design / Build <input type="checkbox"/> Design / Bid / Build <input type="checkbox"/> Construction Management		
OWNER NAME	TOTAL PROJECT COST		
	\$		
BRIEF PROJECT DESCRIPTION	PROJECT START DATE		
	PROJECT END DATE		
	PROJECT COMPLETION (Yes or No)		
	<table style="width: 100%; border: none;"> <tr> <td style="border: none; width: 50%;">ON SCHEDULE:</td> <td style="border: none; width: 50%;">WITHIN BUDGET:</td> </tr> </table>	ON SCHEDULE:	WITHIN BUDGET:
ON SCHEDULE:	WITHIN BUDGET:		
	Explanation if answer is "No" to any of the above:		

ROLES AND RESPONSIBILITIES			
PROJECT ASSIGNMENT / ROLE	NAME OF FIRM WITH WHICH PERSON ASSOCIATED	TIME (IN %) ACTIVELY INVOLVED ON PROJECT:	
		%	
PHASES			
<i>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:</i>			
SCHEMATIC DESIGN	DESIGN DEVELOPMENT	CONSTRUCTION DOCUMENTS	CONSTRUCTION ADMINISTRATION
%	%	%	%



PROJECT ROLE

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.

PERSON'S NAME

DETAILED PROJECT PARTICIPATION AND RESPONSIBILITIES

INFORMS PACKAGE

**APPENDIX E.3
KEY AND SUPPORT PERSONNEL RESUMES**

February 21, 2014

Name of Respondent submitting RFQ: _____

ADDITIONAL EXPERIENCE

*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.*

PERSON'S NAME

OTHER EXPERIENCE AND QUALITIES RELEVANT TO PROJECT

INFORMS PACK

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

February 21, 2014

Name of Respondent submitting RFQ: _____

PROJECT NO. 1		FIRM ROLE <input type="checkbox"/> Prime <input type="checkbox"/> Subcontractor	
PROJECT TITLE	COMPLETION DATE (ACTUAL/SCHEDULED)	CONSTRUCTION DURATION	
	PROJECT BUDGET	CONSTRUCTION COST	
	\$	\$	
PROJECT OWNER'S INFORMATION			
OWNER'S NAME	NAME OF OWNER'S PROJECT REPRESENTATIVE	REPRESENTATIVE'S TITLE	TELEPHONE NUMBER
PROJECT DESCRIPTION			
DETAILED DESCRIPTION OF PROJECT			
UNIQUE FEATURES OF THE DESIGN OR SPECIAL CONDITIONS			
Respondent's Role:	<input type="checkbox"/> Prime		<input type="checkbox"/> Subcontractor
Type of Project:	<input type="checkbox"/> CM at Risk	<input type="checkbox"/> Design-Build	
KEY PERSONNEL INFORMATION			
Check Which Personnel Listed in Appendix C That Were Part of Project #1 and Describe Their Role:	<input type="checkbox"/> Project Director Name:	<input type="checkbox"/> Project Manager for Construction Name:	
	Role:	Role:	



PROJECT NO. 2		FIRM ROLE <input type="checkbox"/> Prime <input type="checkbox"/> Subcontractor	
PROJECT TITLE	COMPLETION DATE (ACTUAL/SCHEDULED)	CONSTRUCTION DURATION	
	PROJECT BUDGET	CONSTRUCTION COST	
	\$	\$	
PROJECT OWNER'S INFORMATION			
OWNER'S NAME	NAME OF OWNER'S PROJECT REPRESENTATIVE	REPRESENTATIVE'S TITLE	TELEPHONE NUMBER
PROJECT DESCRIPTION			
DETAILED DESCRIPTION OF PROJECT			
UNIQUE FEATURES OF THE DESIGN OR SPECIAL CONDITIONS			
Respondent's Role:	<input type="checkbox"/> Prime		<input type="checkbox"/> Subcontractor
Type of Project:	<input type="checkbox"/> CM at Risk	<input type="checkbox"/> Design-Build	
KEY PERSONNEL INFORMATION			
Check Which Personnel Listed in Appendix C That Were Part of Project #2 and Describe Their Role:	<input type="checkbox"/> Project Director Name:		<input type="checkbox"/> Project Manager for Construction Name:
	Role:		Role:

PROJECT NO. 3		FIRM ROLE <input type="checkbox"/> Prime <input type="checkbox"/> Subcontractor	
PROJECT TITLE	COMPLETION DATE (ACTUAL/SCHEDULED)		CONSTRUCTION DURATION
	PROJECT BUDGET		CONSTRUCTION COST
	\$		\$
PROJECT OWNER'S INFORMATION			
OWNER'S NAME	NAME OF OWNER'S PROJECT REPRESENTATIVE	REPRESENTATIVE'S TITLE	TELEPHONE NUMBER
PROJECT DESCRIPTION			
DETAILED DESCRIPTION OF PROJECT			
UNIQUE FEATURES OF THE DESIGN OR SPECIAL CONDITIONS			
Respondent's Role:	<input type="checkbox"/> Prime		<input type="checkbox"/> Subcontractor
Type of Project:	<input type="checkbox"/> CM at Risk	<input type="checkbox"/> Design-Build	
KEY PERSONNEL INFORMATION			
Check Which Personnel Listed in Appendix C That Were Part of Project #3 and Describe Their Role:	<input type="checkbox"/> Project Director	<input type="checkbox"/> Project Manager for Construction	
	Name: Role:	Name:	Role:

APPENDIX F.2 BAGGAGE HANDLING SYSTEM DESIGN FIRM'S EXPERIENCE IN WORK OF COMPARABLE SCOPE AND COMPLEXITY

February 21, 2014

Name of Respondent submitting RFQ: _____

PROJECT NO. 1		FIRM ROLE <input type="checkbox"/> Prime <input type="checkbox"/> Subcontractor	
PROJECT TITLE	COMPLETION DATE (ACTUAL/SCHEDULED)	CONSTRUCTION DURATION	
	PROJECT BUDGET	CONSTRUCTION COST	
	\$	\$	
PROJECT OWNER'S INFORMATION			
OWNER'S NAME	NAME OF OWNER'S PROJECT REPRESENTATIVE	REPRESENTATIVE'S TITLE	TELEPHONE NUMBER
PROJECT DESCRIPTION			
DETAILED DESCRIPTION OF PROJECT			
UNIQUE FEATURES OF THE DESIGN OR SPECIAL CONDITIONS			
Respondent's Role:	<input type="checkbox"/> Prime		<input type="checkbox"/> Subcontractor
Type of Project:	<input type="checkbox"/> CM at Risk	<input type="checkbox"/> Design-Build	<input type="checkbox"/> Design-Bid-Build
KEY PERSONNEL INFORMATION			
Check Which Personnel Listed in Appendix C That Were Part of Project #1 and Describe Their Role:	<input type="checkbox"/> Baggage Handling System Designer Name: _____ Role: _____		

PROJECT NO. 2		FIRM ROLE <input type="checkbox"/> Prime <input type="checkbox"/> Subcontractor	
PROJECT TITLE	COMPLETION DATE (ACTUAL/SCHEDULED)		CONSTRUCTION DURATION
	PROJECT BUDGET		CONSTRUCTION COST
	\$		\$
PROJECT OWNER'S INFORMATION			
OWNER'S NAME	NAME OF OWNER'S PROJECT REPRESENTATIVE	REPRESENTATIVE'S TITLE	TELEPHONE NUMBER
PROJECT DESCRIPTION			
DETAILED DESCRIPTION OF PROJECT			
UNIQUE FEATURES OF THE DESIGN OR SPECIAL CONDITIONS			
Respondent's Role:	<input type="checkbox"/> Prime		<input type="checkbox"/> Subcontractor
Type of Project:	<input type="checkbox"/> CM at Risk	<input type="checkbox"/> Design-Build	<input type="checkbox"/> Design-Bid-Build
KEY PERSONNEL INFORMATION			
Check Which Personnel Listed in Appendix C That Were Part of Project #2 and Describe Their Role:	<input type="checkbox"/> Baggage Handling System Designer		
	Name:	Role:	

PROJECT NO. 3		FIRM ROLE <input type="checkbox"/> Prime <input type="checkbox"/> Subcontractor	
PROJECT TITLE	COMPLETION DATE (ACTUAL/SCHEDULED)		CONSTRUCTION DURATION
	PROJECT BUDGET		CONSTRUCTION COST
	\$		\$
PROJECT OWNER'S INFORMATION			
OWNER'S NAME	NAME OF OWNER'S PROJECT REPRESENTATIVE	REPRESENTATIVE'S TITLE	TELEPHONE NUMBER
PROJECT DESCRIPTION			
DETAILED DESCRIPTION OF PROJECT			
UNIQUE FEATURES OF THE DESIGN OR SPECIAL CONDITIONS			
Respondent's Role:	<input type="checkbox"/> Prime		<input type="checkbox"/> Subcontractor
Type of Project:	<input type="checkbox"/> CM at Risk	<input type="checkbox"/> Design-Build	<input type="checkbox"/> Design-Bid-Build
KEY PERSONNEL INFORMATION			
Check Which Personnel Listed in Appendix C That Were Part of Project #3 and Describe Their Role:	<input type="checkbox"/> Baggage Handling System Designer		
	Name:		
	Role:		

APPENDIX G LOCATION

February 21, 2014

Name of Respondent submitting RFQ: _____

KEY AND SUPPORT PERSONNEL	DAILY WORKING OFFICE LOCATION		
	CURRENT	DURING DESIGN	DURING CONSTRUCTION
Project Director Name:			
Project Manager for Design Name:			
Project Manager for Construction Name:			
Baggage Handling System Designer Name:			
Mechanical Engineer Name:			
Electrical Engineer Name:			
Structural Engineer Name:			



**APPENDIX H.1
DISADVANTAGED BUSINESS ENTERPRISE
ASSURANCE AND PARTICIPATION**

February 21, 2014

Participation by certified DBE firms will be required during the design and construction of this project. The minimum DBE expectancy for design is 9.0% of the dollar value of the design fees under the Contract. Additionally, the Authority believes that a minimum of 7.0% DBE participation during construction is achievable. At this time, do not state a commitment to a greater percentage of participation for construction.

The Respondent will complete and submit the following statement. Failure to complete this statement may be grounds for rejection of your request for qualifications submittal.

The Respondent assures that it will meet the requirements of the Authority DBE policy and program and the Respondent will make good faith efforts to subcontract with DBEs certified by the appropriate agencies as stated in the RFQ at least 9.0% of the dollar value of the design fees under the Contract and at least 7.0% of the dollar amount of the construction costs under the Contract.

For each DBE firm only, submit a letter of intent as attached.

On all request for qualifications submittals for which an expectancy has been established, the Authority will inform all Respondents that they will be required to submit DBE participation information to the Authority as part of their request for qualifications submittal. Failure of a Respondent to submit the following DBE information in their request for qualifications submittal may render the submittal nonresponsive:

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

A separate letter of intent must be completed for each DBE firm.

Name of Respondent: _____

Signed by: _____

Title: _____

Date: _____



APPENDIX H.2 DBE LETTER OF INTENT (DESIGN)

February 21, 2014

Note: Failure to complete this statement may be grounds for rejection of request for qualifications submittal.

RESPONDENT INFORMATION			
NAME OF RESPONDENT			
ADDRESS		CITY	
TELEPHONE	FAX	EMAIL	
Percentage of Contract performed by Respondent:			%

DBE FIRM INFORMATION			
NAME OF W/MBE FIRM			
ADDRESS		CITY	
TELEPHONE	FAX	EMAIL	
Identity of DBE (e.g. Hispanic, American Indian, Black, Female, etc.):			
Description of work to be performed by W/MBE firm:			
DBE firm percent of Respondent's fee:			%

Commitment

The Respondent is committed to utilizing the above named DBE firm for the work described above.

By: Print Name: _____ Date: _____

SIGNATURE TITLE NAME OF RESPONDENT

Affirmation

The above-named DBE firm affirms that it will perform the portion of the Contract as stated above.

By: Print Name: _____ Date: _____

SIGNATURE TITLE NAME OF W/MBE FIRM

If the Respondent does not receive award of the Contract, any and all representations in this letter of intent and affirmation will be null and void.

A separate Letter of Intent will be completed for each DBE firm.



SAMPLE - IN FORMS PACKAGE

Appendix I <u>Technical Evaluation Form</u> for Checked Baggage System Upgrades and Optimization Project No. 5991 14 Request for Qualifications February 21, 2014 Hillsborough County Aviation Authority Tampa International Airport Tampa, Florida	ORGANIZATIONAL STRUCTURE	KEY AND SUPPORT PERSONNEL	TEAM'S EXPERIENCE IN WORK OF COMPARABLE SCOPE AND COMPLEXITY	LOCATION	ESTIMATING AND COST CONTROL	APPROACH TO THE PROJECT	INTERVIEWS	VOLUME OF WORK	MBE CERTIFICATION	TOTAL	PERCENTAGE OF PERFECT SCORE
Maximum Score	5	15	17	10	5	20	15	10	3	100	
<Respondent 1>										0	0%
<Respondent 2>										0	0%
<Respondent 3>										0	0%
<Respondent 4>										0	0%
<Respondent 5>										0	0%
<Respondent 6>										0	0%
<Respondent 7>										0	0%
<Respondent 8>										0	0%
<Respondent 9>										0	0%
Technical Evaluation Team Members											

VERIFICATION OF MBE STATUS Respondent Name: _____ Is Respondent a certified MBE? ____ Yes ____ No

APPENDIX J
SCRUTINIZED COMPANY CERTIFICATION

February 21, 2014

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
P411: SELECTION OF PROFESSIONAL SERVICES FOR CCNA

February 21, 2014

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. Services procured in accordance with this Policy are subject to the cone of silence as defined in Policy P410 – Procurement.

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:
 - 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

APPENDIX K
P411: SELECTION OF PROFESSIONAL SERVICES FOR CCNA

February 21, 2014

- 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 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.

APPENDIX K
P411: SELECTION OF PROFESSIONAL SERVICES FOR CCNA

February 21, 2014

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. Consulting Engineers may also serve as an extension of the Authority's staff as required.

Consulting Engineers will not be eligible to propose as a prime or a sub-consultant on any solicitation during the term of the Consulting Engineer's agreement.

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

E. Requests for Qualifications or Proposals:

1. RFQ Based Selections

The following data will be included in the RFQ for qualifications based selections:

- a. As detailed a description of the project as possible including, but not limited to, the following:
 - i. location of project;
 - ii. time frame for design and construction;
 - iii. estimated cost of the total project;
 - iv. scope of services required or design criteria package;
 - v. availability of existing reports, studies and analysis, etc.;
 - vi. the date responses are due.

- b. A standard qualifying data request for the following information:
 - i. most current Standard Form 330 Part II, or superseding form;
 - ii. a copy of the current Florida professional registration certificate(s) for the services to be furnished;
 - iii. if qualified by the Florida Department of Transportation, a copy of such certification.

- c. A copy of this policy.

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P411: SELECTION OF PROFESSIONAL SERVICES FOR CCNA

February 21, 2014

- d. An outline describing the proper procedures to be followed by firms in preparing a response to the RFQ.
 - e. A copy of the technical qualification and evaluation form, including evaluation criteria, to be used by the Authority for the project.
2. RFP Based Selections
The following data will be included in the RFP for design-build, criteria based selections:
- a. A design criteria package, prepared by a design criteria professional, for the design and construction of the project.
 - b. 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.
 - c. The minimum qualifications required in order to submit a competitive proposal in a responsible manner.
 - d. An outline describing the proper procedures to be followed in preparing a response to the RFP.
 - e. The procedure by which the detailed working drawings of the project will be supervised or approved.
 - f. 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 independent evaluations and scores and reach a consensus score for each evaluation criterion outlined in the RFQ or RFP. Each respondent's score in each of the evaluation criteria will be recorded on the appropriate form. Once all consensus scores have been recorded and totaled, the Respondents will be ranked in descending order of their totals. The technical evaluation committee will then collectively agree on the final consensus ranking and scoring. The rankings will be supported with specific detail noting the strengths and weaknesses of each respondent for each evaluation criteria. The technical evaluation committee's final ranking and supporting documentation will be presented to the Chief Executive Officer (CEO) for review along with a ranking of at least the top three highest ranked technically qualified firms.

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P411: SELECTION OF PROFESSIONAL SERVICES FOR CCNA

February 21, 2014

G. Establishing the Order of Preference:

At a scheduled meeting of the Board, the CEO or designee will present the Board with a recommendation of at least the top three highest ranked technically qualified firms.

For RFP based selections, the Board may ask the firms to make a presentation prior to establishing the order of preference or may forgo presentations and make a selection..

For RFQ based selections, 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 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
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 for RFQ Based Selections:

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

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.

CONTRACT FOR DESIGN-BUILD SERVICES BETWEEN
OWNER AND DESIGN-BUILDER

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PART 1 CONTRACT FOR DESIGN-BUILD SERVICES

This Part 1 Contract (Contract) 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 Project: _____, Authority Project No. _____

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:

Normal 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 CONTRACT

**ARTICLE 1
DESIGN-BUILDER**

1.1 SERVICES

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

1.2 RESPONSIBILITIES

1.2.1 The services that the Design-Builder will provide to the Owner under this Contract will be as follows, and in general accordance with the Owner's request for qualifications dated _____, 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 Contract and any other documents, the precedence in resolving such conflicts will be as follows:

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

1.2.2 All design services provided by or through Design-Builder pursuant to this Contract must be performed by qualified design professionals (Designer). The contractual obligations of such professional persons or entities are undertaken and performed in the interest of the Design-Builder. Design-Builder designates _____, whose business address is _____, to serve as the project director. The project director will be authorized and responsible to act on behalf of the Design-Builder with respect to directing, coordinating and administering all aspects of the services to be provided and performed under this Contract. Design-Builder designates _____, 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 Contract. The Design-Builder agrees that the project director will devote whatever time is required to satisfactorily manage the services to be provided and performed by the

Design-Builder hereunder. Any replacement of the project director will be subject to the prior approval and acceptance of the Owner.

- 1.2.3 The agreements between the Design-Builder and the persons or entities identified in this Contract as providing architectural and engineering services, and any subsequent modifications thereto, must be in writing. These agreements, including financial arrangements with respect to this Project, must be promptly and fully disclosed to the Owner upon request. Though the contractual obligations of such professional persons or entities are undertaken and performed in the interest of the Design-Builder, it is expressly acknowledged and agreed by Design-Builder that Owner will be identified as an intended third party beneficiary of the agreements between Design-Builder and the design professionals.
- 1.2.4 Construction budgets must be prepared by qualified professionals, cost estimators or contractors retained by and acting in the interest of the Design-Builder.
- 1.2.5 The Design-Builder will be responsible to the Owner for acts and omissions of the Design-Builder's employees, subcontractors and their agents and employees, and other persons, including the Designer and other design professionals, performing any portion of the Design-Builder's obligations under this Contract.
- 1.2.6 Prior to the termination of the services of the Designer or any other design professional designated in this Contract, the Design-Builder will identify to the Owner in writing another design professional, with respect to whom the Owner has no reasonable objection, who will provide the services originally to have been provided by the Designer or other design professional whose services are being terminated.
- 1.2.7 If the Design-Builder believes or is advised by the Designer or by another design professional retained to provide services on the Project that implementation of any instruction received from the Owner would cause a violation of any applicable law, the Design-Builder must promptly notify the Owner in writing. Neither the Design-Builder nor the Designer will be obligated to perform any act which violates any applicable law.
- 1.2.8 Nothing contained in this Contract will create a contractual relationship between the Owner and any person or entity other than the Design-Builder, except for the third party beneficiary obligation set forth in Paragraph 1.2.3 above.
- 1.2.9 Press releases or other specialized publicity documents, including the Design-Builder's advertising and news bulletins, which are related to this Contract and are intended by the Design-Builder for the press, broadcasting, or television, will be drawn up in consultation with the Owner. Except as otherwise required by law or regulation, the Design-Builder will not release or distribute any materials or information relating to this Contract or containing the name of the Owner or any of its

employees without prior written approval by an authorized representative of the Owner.

- 1.2.10 During the duration of this Project, other construction and/or design-build projects will be underway at Tampa International Airport. It will be the responsibility of the Design-Builder to coordinate its Work with these other projects. Any problems with such coordination will be brought to the attention of the Owner who will direct the affected parties accordingly.

1.3 BASIC SERVICES

- 1.3.1 The Basic Services to be performed must commence on the date established in an executed work order and must be completed in accordance with Design-Builder's fee and scope proposal. Work orders are intended to be discrete working documents that will provide, in summary form, the background and factual context within which a particular work element or series of work elements will be completed by the Design-Builder. Each work order will include a scope of services, level of effort and related costs. Work orders will be construed to be in addition to, supplementary to, and consistent with the provisions of the Design-Builder's fee and scope proposal. Upon request by the Owner, Design-Builder will prepare and submit a work order to the Owner for review and approval. Work order forms will be provided by the Owner along with a detailed outline of design deliverables. Contracts involving multiple project numbers or airport locations will require work orders to identify basic services and reimbursement expense amounts per project and/or location. Supporting backup of the work classification, raw rates, overhead and weighted rate calculation will be submitted in Excel format when the work order is submitted.
- 1.3.2 The Design-Builder will provide a preliminary evaluation of the Owner's Project and Project budget requirements, each in terms of the other.
- 1.3.3 The Design-Builder will visit the Project site, become familiar with the local conditions, and correlate observable conditions with the requirements of the Owner's Project, schedule, and budget.
- 1.3.4 The Design-Builder will review laws applicable to design and construction of the Project, correlate such laws with the Owner's Project requirements and advise the Owner if any Project requirement may cause a violation of such laws. Necessary changes to the Owner's Project will be accomplished by appropriate written modification or disclosed as described in Paragraph 1.3.6.
- 1.3.5 The Design-Builder will review with the Owner alternative approaches to design and construction of the Project.
- 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 Project. Final design documents will

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

1.4 ADDITIONAL SERVICES

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

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

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

1.4.1.1.2 Due to substantial changes required as a result of the Owner's failure to render decisions in a timely manner.

1.4.1.2 Providing more extensive programmatic criteria than that furnished by the Owner as described in Paragraph 2.1 and other Contract Documents.

1.4.1.3 Providing such other design-build services that may be required for the successful completion of the Project not otherwise covered herein.

ARTICLE 2 OWNER

2.1 RESPONSIBILITIES

2.1.1 The Owner is the person or entity identified as such in this Contract and is referred to throughout the Contract Documents as if singular in number.

- 2.1.2 This Contract will be administered by the Owner's Chief Executive Officer or designee.
- 2.1.3 The Owner will provide full information in a timely manner, as requested by Design-Builder, regarding requirements for the Project, including a written plan which will set forth the Owner's objectives, schedule, constraints and criteria. The Owner will designate a representative authorized to act on the Owner's behalf with respect to the Project. The term "Owner" means Owner or Owner's other authorized representative(s) as notified by the Owner in writing.
- 2.1.4 The Owner will establish and update an overall budget for the Project, including reasonable contingencies. This budget will not constitute the Contract sum.
- 2.1.5 The Owner will render decisions pertaining to Project Documents submitted by the Design-Builder in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Design-Builder's services. The Owner may obtain independent review of the Project Documents by a separate architect, engineer, contractor, or cost estimator under contract to or employed by the Owner. Such independent review will be undertaken at the Owner's expense in a timely manner so as not to unreasonably delay the orderly progress of the Design-Builder's services. Design-Builder will ensure Owner is provided reasonably adequate time that permits Owner to render its decisions and conduct independent reviews of Project Documents in a timely manner.
- 2.1.6 Upon written request, the Owner will make available record documents and drawings in its possession, of which it is aware, for any existing buildings and/or facilities. To the extent known and in its possession, Owner will make available to the Design-Builder prior to and during the performance of the Work record documents and Drawings pertaining to the existing buildings and/or facilities relative to this Project. Record documents and Drawings will not be considered a part of the Contract Documents. Owner does not warrant to the Design-Builder the accuracy or completeness of such record documents and Drawings and the Design-Builder will be solely responsible for all assumptions made in reliance thereupon. Record documents and Drawings are not warranted or intended to be complete depictions of existing conditions, nor do they necessarily indicate concealed conditions. The locations of electrical conduit, telephone lines and conduit, computer cables, FAA cables, storm lines, sanitary lines, irrigation lines, gas lines, mechanical apparatus and appurtenances, HVAC piping/ductwork and plumbing may only appear schematically, if at all, and the actual location of such equipment and lines is in many cases unknown.
- 2.1.7 The Owner will disclose, to the extent known, the results and reports of prior tests, inspections or investigations conducted for the Project involving: structural or mechanical systems; chemical, air and water pollution; hazardous materials; or other environmental and subsurface conditions. The Owner will disclose all information known to the Owner regarding the presence of pollutants at the Project site. The

Owner does not warrant the 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 Project, including such auditing services as are needed to verify the Design-Builder's applications for payment.
- 2.1.9 The Owner will promptly obtain easements, zoning variances, and legal authorizations regarding Project site utilization where essential to the execution of the Owner's Project.
- 2.1.10 Those services, information, surveys, and reports described in Paragraphs 2.1.6 through 2.1.9 which are within the Owner's control will be furnished at the Owner's expense and are not part of the Contract Documents. The Owner does not warrant or certify the accuracy or completeness of any services, information, surveys or reports.
- 2.1.11 The Owner may communicate with persons or entities employed or retained by the Design-Builder, unless otherwise instructed for reasonable cause not to do so in writing by the Design-Builder.

ARTICLE 3
OWNERSHIP AND USE OF DOCUMENTS
AND ELECTRONIC DATA

- 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 Contract (Project Documents) will be and remain the property of the Owner. Project Documents will be deemed to be works made for hire, and all right, title and interest in and to the Project Documents will be vested in Owner. Design-Builder will take all actions necessary to secure for Owner all such right, title and interest. Design-Builder warrants that all materials comprising the Project Documents are original with Design-Builder and have not been copied or derived from any other material without the express written consent of the owner, proprietor and/or copyright holder of that other material, and are not subject to any other claim of copyright by any other person. Design-Builder will obtain any and all licenses necessary for the production and preparation of the Project Documents including, without limitation, licenses for the use of any material subject to copyright by other parties. Design-Builder will assign to Owner any and all rights, including any copyrights, in the Project Documents that Design-Builder or the design professional(s) employed or retained by the Design-Builder on this Project may possess now or in the future, and Design-Builder and its design professional(s) will claim no rights adverse to Owner in the Project Documents. The Project as designed by Design-Builder under this Contract, may be reused or repeated by Owner at Owner's option or discretion at any time or times, including but not limited to,

completion, addition, renovation, maintenance, reconstruction or remodeling of the Project and construction of new projects. Design-Builder hereby grants its consent to reuse of the Project Documents by Owner for any and all such purposes. The Design-Builder will incorporate the terms of this Paragraph in all contracts with design professionals employed or retained by the Design-Builder to perform services on the Work covered by this Contract.

- 3.2 Submission or distribution of the Design-Builder's documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the rights reserved in Paragraph 3.1.

ARTICLE 4 TIME

- 4.1 Services to be rendered by the Design-Builder will commence subsequent to the execution of this Contract by the effective date of an executed work order issued by the Owner. The Owner reserves the right to stop and start work or cancel or postpone any executed work order or portion thereof at any time with seven days written notice to Design-Builder. Any delay to Design-Builder resulting therefrom will be handled in accordance with Paragraph 4.4 below. Notwithstanding the same, time is of the essence with respect to the performance of this 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 Project.
- 4.4 If the Design-Builder is delayed in the performance of critical path services under this Contract through no fault of the Design-Builder, any applicable schedule will be 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 Contract will be made monthly on the basis set forth in Article 9.
- 5.3 With the exception of the month of September, all applications for payment will be submitted to the 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 Contract, 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 Contract. Access will be to all of the Design-Builder's records, including books, documents, papers, and records of Design-Builder directly pertinent to this Contract, as well as records of parent, affiliate and subsidiary companies.

- 6.2 In the event the Design-Builder maintains its accounting or Project information in electronic format, upon request by the Owner's auditors, the Design-Builder will provide a download of its accounting or Project information in an electronic format allowing formatting, reading and manipulation in Microsoft Office products.
- 6.3 The Owner has the right during the 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 Contract, 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 contracts entered into by Design-Builder to effect Project completion.
- 6.6 Approvals by Owner's staff for any services not included in this Contract do not act as a waiver or limitation of the Owner's right to 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 Contract, payment of money, extension of time or other relief with respect to the terms of this Contract. The term claim also includes other matters in question between the Owner and Design-Builder arising out of or relating to this Contract. The responsibility to substantiate claims will rest with the party making the claim.
- 7.1.2 If for any reason the Design-Builder believes that additional cost or Contract time is due to the Design-Builder for work not clearly provided for in this Contract, or previously authorized changes in the work, the Design-Builder must notify the Owner in writing within the required ten day notice period of its intention to claim such additional cost or Contract time. The Design-Builder must maintain strict accounting

of all actual cost and/or time associated with the claim, in such detail as may be required by Owner. The failure to give proper notice as required herein will constitute a waiver of said claim.

- 7.1.3 Written notice of intention to claim must be made within ten days after the claimant first recognizes the condition giving rise to the claim or before the Work begins on which the Design-Builder bases the claim, whichever is earlier.
- 7.1.4 When the Work on which the claim for additional cost or Contract time is based has been completed, the Design-Builder will, within ten days, submit Design-Builder's written claim, together with all supporting documentation required by Owner, to the Owner. Such claim by the Design-Builder, and the fact that the Owner has kept strict accounting of the actual cost and/or time associated with the claim, will not in any way be construed as proving or substantiating the validity of the claim.
- 7.1.5 Pending final resolution of a claim, unless otherwise agreed in writing, the Design-Builder will proceed diligently, as directed by Owner, with performance of this Contract and maintain effective progress to complete the Work within the Contract time(s) set forth in the Contract Documents.
- 7.1.6 The acceptance of final payment by Design-Builder will constitute a waiver of all claims except those that are expressly identified as still pending in writing in the Design-Builder's final Application for Payment.
- 7.1.7 Final payment for this Contract by Owner does not constitute a waiver of Owner's rights arising from:
 - 7.1.7.1 Latent defects;
 - 7.1.7.2 Terms of special warranties required by the Contract Documents;
 - 7.1.7.3 Failure of the Work to comply with the requirements of the Contract Documents;
 - 7.1.7.4 Claims, security interests or encumbrances arising out of this Contract and unsettled.

7.2 RESOLUTION OF CLAIMS AND DISPUTES

- 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 Contract, the Design-Builder will provide, at the Owner's request, all documents in support of the claim. If the Owner requests to review the Project Documents and the Design-Builder fails to provide them in a timely manner or has failed to preserve them, the claim by the Design-Builder will be deemed waived.
- 7.2.4 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 CONTRACT

- 8.1 This Contract may be terminated by the Owner with or without cause upon at least seven days written notice to the Design-Builder. Upon termination of this Contract there will be no further duty or obligation with regard to a Part 2 Contract.
- 8.2 In the event of termination by Owner without cause, the Design-Builder will be entitled to receive compensation for that portion of the cost attributable to the services and reimbursable expenses under this Contract earned through the date of termination. In addition, the Design-Builder is entitled to receive compensation for direct, out-of-pocket termination expenses. However, as a prerequisite to receiving such termination expenses, the Design-Builder is required to include language regarding entitlement to compensation for costs attributable to services, reimbursable expenses and out-of-pocket expenses in all purchase orders, subcontracts and other agreements it enters into to effectuate completion of this Contract. The Design-Builder will not be entitled to any further or additional compensation from the Owner, including but not limited to, damages or lost or anticipated profits on portions of the Work not performed.
- 8.3 In the event of termination for cause, the Owner may retain all payments due to the Design-Builder at the date of termination until all of the Owner's damages (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 Contract only if the Design-Builder is not in default of any term, provision, or covenant of this Contract, and only upon or after the occurrence of the inability of Design-Builder to perform work for a period of longer than 90 consecutive days due to war, terrorism, or the issuance of any order, rule or regulation by a competent governmental authority or court having jurisdiction over the Owner preventing Design-Builder from operating its business for a period of longer than 90 consecutive days; provided, however, that such inability or such order, rule or regulation is not due to any fault or negligence of Design-Builder.
- 8.5 In the event this Contract is terminated or in the event that a Part 2 Contract is not executed, Owner will be entitled to retain and use all Project Documents furnished or prepared by or for the Design-Builder or design professionals employed or retained by the Design-Builder as set forth in Paragraph 3.1.
- 8.6 In the event the Owner terminates Design-Builder for cause pursuant to this Article 8 and it is later determined that such termination was not proper or such termination right was not otherwise available to the Owner, such termination will be deemed a termination without cause and Design-Builder's rights and remedies will be limited to those set forth in Paragraph 8.2 above.

ARTICLE 9 BASIS OF COMPENSATION

The Owner will compensate the Design-Builder for services rendered under this Contract, 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 contract with each licensed design professional and each subcontractor, require each licensed design professional and each subcontractor to make payments to their respective subconsultants and sub-subcontractors in a similar manner.

- 9.1.3 The Design-Builder agrees to pay each subcontractor under this Contract for satisfactory performance of its contract no later than 10 days from the receipt of each payment the Design-Builder receives from the Owner. The Design-Builder agrees further to release retainage payments to each subcontractor within 10 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written notice to the Owner. This clause applies to both 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 Project as substantiated by backup acceptable to the Owner and supported by monthly progress reports:
- 9.1.5 Invoiced amounts for multiple projects or multiple locations must be identified per project and/or location.
- 9.1.6 All subconsultant and subcontractor contracts must be submitted at time of billing. Subconsultant and subcontractor contracts must include a provision providing the Owner the same rights to audit all of Design-Builder's subconsultant and subcontractor contracts entered into by it to effect Project 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 rate tables must be approved by the Owner.
- 9.1.8 Basic services invoices that are submitted with a Design-Builder's invoice that are older than 90 days before the submission date 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 Contract amount will not be exceeded. Proposed supporting sheets are to be submitted at the request for rebalancing.

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

9.1.14 If deficiencies are found, a standard deficiency e-mail will be sent to the Design-Builder to resolve 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 Contract will be on the basis of the scope of work and in the amount of fees set forth in a written request of the Owner, which will have resulted from negotiation of the scope and the fees prior to such request of the Owner.

9.3 REIMBURSABLE EXPENSES

9.3.1 Reimbursable expenses will 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 and Business Development Expenses 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 Project.

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

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

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

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

- 9.3.2.6 Expenses for parking at Tampa International Airport and transportation related to the Project outside of Hillsborough, Pinellas and Pasco Counties, including airplane and automobile travel; and the cost of meals and lodging in the event overnight travel related to the Project is required. All travel expenses will be reimbursed 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 contracts must be submitted at time of billing. Subconsultant contracts must include a provision providing the Owner the same rights to audit at the subconsultant level in all of its subconsultant contracts executed to effect Project completion.
- 9.3.2.11 Receipts/Invoices that are submitted with a professional service invoice that are older than 90 days before the submission date 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 will be reimbursed per the Owner's Travel and Business Development Expenses Policy.

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

9.4 INVOICES AND RECORDS

- 9.4.1 Invoices for services must be submitted by the third of each month. Invoices, verified to the satisfaction of the Owner, will be paid by the third Friday of each month. The Design-Builder will submit with each invoice two originals and two copies of a detailed accounting of the value of Work performed to date by certified 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. Whenever compensation is paid to the Design-Builder on a reimbursable basis, records as to the direct expense must be kept on a generally accepted accounting basis and must be submitted with each invoice to the Owner. In addition, the Design-Builder will submit with each invoice a detailed accounting of the value of Work performed to date by their design professionals and subcontractors. This accounting will include the names and addresses of their design professionals and subcontractors that have participated, a description of the work each named design professional and subcontractor has performed and the value of work performed by each named design professional and subcontractor.

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

ARTICLE 10 INSURANCE

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 Contract. 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 Owner, members of the Owner's governing body, and the Owner'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 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-Builder under this Contract or the use or occupancy of Owner premises by, or on behalf of, the Design-Builder in connection with this Contract. Coverage for Products and Completed Operations shall remain in force for a period of three years following substantial completion in the amount of \$1,000,000.

Contract Specific

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 Contract 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 Project and for three years following substantial completion of the design phase 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 three years following substantial completion of the design phase in the amount of \$1,000,000. The limits of coverage will not be less than:

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

10.1.6 N/A

10.1.7 Builders Risk Coverage will be maintained by the Design-Builder and evidenced on the certificate during the life of the Project. The required limits for this coverage will be for the value of the improvements or \$1,000,000, whichever is the lesser amount.

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 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.

10.2.2.2 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. Three 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 Contract, 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 Contract. 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 Contract.

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 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-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 Contract. 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.

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 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-Builder to commence work or use or occupy the premises in connection with this Contract.

10.2.2.7.2 Proof of Insurance Coverage

As preliminary evidence of compliance with the insurance required by this Contract, 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 Contract. The Design-Builder will provide the Owner with renewal or replacement evidence of insurance, acceptable to the Owner, prior to expiration or termination of such insurance.

10.2.2.7.3 The insurance certificate must:

10.2.2.7.3.1 Indicate that, to the extent required by this Contract, 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 Contract;

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 Project, must be approved by the Owner. The Design-Builder agrees to provide all documentation necessary for the Owner to review the deductible or alternative Project.

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

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 Contract. 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 Contract and will not be limited by the amount of any insurance required to be obtained or maintained under this Contract. 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 Contract and to the partners, successors, and assigns of such other party with respect to the covenants of this Contract.
- 12.2 Except as hereinafter provided, neither party to this Contract will assign or sublet this Contract, in whole or in part, without the written consent of the other, nor will the Design-Builder assign any monies due, or to become due, hereunder without the previous written consent of the Owner. If the Design-Builder attempts to make such assignment or sublet without such consent, the Design-Builder will nevertheless remain legally responsible for all obligations under this Contract.
- 12.3 The Owner reserves the right to transfer its interests herein to any other governmental body authorized by law to operate the airport.

ARTICLE 13 TRUTH IN NEGOTIATIONS

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

ARTICLE 14 PROHIBITION AGAINST CONTINGENT FEES

The Design-Builder warrants that Design-Builder has not employed or retained any company or person, other than a bona fide employee working solely for the Design-Builder, to solicit or

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

ARTICLE 15 PROHIBITED INTEREST

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

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

ARTICLE 16 CONTRACT MADE IN FLORIDA

This Contract has been made in and will be construed in accordance with the laws of the State of Florida. 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 Contract, the Design-Builder, for itself, its assignees and successors in interest, agrees as follows:

18.1.1 The Design-Builder will comply with the regulations relative to non-discrimination in federally assisted programs of the Department of Transportation (DOT) Title 49, Code of Federal Regulations, Part 21, as

amended from time to time (hereinafter referred to as the Regulations), which are incorporated herein by reference and made a part of this Contract.

- 18.1.2 The Design-Builder, with regard to the Work performed under this 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-Builder will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when this Contract 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 Contract and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.
- 18.1.4 The Design-Builder will provide all information and reports required by the Regulations or directives issued pursuant thereto and must permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Owner or the 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 Contract, the Owner will impose such contractual sanctions as it or the FAA may determine to be appropriate, including, but not limited to, withholding of payments to the Design-Builder under this Contract until the Design-Builder complies, and/or cancellation, termination or suspension of this Contract, in whole or in part.
- 18.1.6 The Design-Builder will include the provisions of Paragraphs 18.1.1 through 18.1.5 in every subcontract and subconsultant contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Design-Builder will take such action with respect to any subcontract or procurement as the Owner or the FAA may direct as a means of enforcing such provisions, including sanctions for non-compliance. Provided, however, that in the event the Design-Builder becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Design-Builder may request the Owner to enter into such litigation to protect the

interests of the Owner and, in addition, the Design-Builder may request the United States to enter into such litigation to protect the interests of the United States.

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

ARTICLE 19

DISADVANTAGED BUSINESS ENTERPRISE (DBE) ASSURANCES

- 19.1 It is the policy of the Owner that DBEs as defined in 49 CFR Part 26 will have the maximum opportunity to participate in the performance of all federally-funded agreements. Consequently, the DBE requirements of 49 CFR Part 26 and the Owner's DBE policy and Program will apply to this Contract and made a part hereof.
- 19.2 The Design-Builder agrees to ensure that DBEs as defined in 49 CFR Part 26 and the Owner's DBE Policy and Program have the maximum opportunity to participate in the performance of this Contract, and the Design-Builder will take all necessary and reasonable steps in accordance therewith to ensure that DBEs have the maximum opportunity to compete for and perform subcontracts. Each agreement the Owner executes with the Design-Builder and each subcontract the Design-Builder executes with a subcontractor must include the following clause: The Design-Builder or subcontractor will not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract or subsequent subcontracts. Failure by the Design-Builder to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the Owner deems appropriate.
- 19.3 DBE Goals. In compliance with the Owner's DBE policy, the Design-Builder's minimum DBE commitment is established as the sum total of the verified Letter(s) of Intent submitted with their proposal. The goal stated below is the sum total of the certified DBE's listed in the Design-Builder's fee and scope proposal which is attached hereto and which will be enforceable under the terms of this Contract. The Design-Builder will demonstrate that they will subcontract to certified DBEs certified by the Florida Unified Certification Program (FLUCP) at least ____ % of the dollar amount earned under this Contract and subsequent Part 2 Contracts, or clearly demonstrate in a manner acceptable to the Owner its good faith efforts to obtain certified DBE subcontractors.

- 19.4 All DBEs interested in participating in contracting/subcontracting opportunities will be certified as eligible DBEs before said business enterprise begins their portion of the Contract work. Only DBEs certified under the FLUCP will count toward the DBE goal. In the event that the Design-Builder qualifies as an eligible DBE, the DBE goal will be deemed to have been met, if the Design-Builder performs at least the prescribed DBE goal of the work with its own forces. If the Design-Builder fails to achieve the DBE goal stated herein, it will be required to provide documentation demonstrating that it made good faith efforts in attempting to do so.
- 19.5 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 DBE goals set forth herein or to establish a good faith effort to do so, including attorneys' fees and costs associated with said failure by Design-Builder or good faith investigation by Owner. Failure of Design-Builder to make a good faith effort to achieve DBE goals will be a material breach of this Contract. The determination of whether Design-Builder's efforts were made in good faith will be made by the Owner. At 50% completion, a plan of action properly reflecting anticipated DBE achievement of the commitment is required to be submitted to the Owner.
- 19.6 In the event of the Design-Builder's non-compliance with the Owner's DBE Policy and Program, failure to meet the prescribed DBE goal set forth in this Contract, or failure to establish a good faith effort to do so, the Owner will impose such contract sanctions as the Owner may determine to be appropriate including but not limited to:
- 19.6.1 Withholding of payments to the Design-Builder under this Contract until the Design-Builder complies; and/or
 - 19.6.2 Cancellation, termination or suspension of this Contract in whole or in part; and
 - 19.6.3 Debarment or suspension of Design-Builder from eligibility to contract with the Owner in the future or to receive bid packages or request for proposal packages.

ARTICLE 20 BUY AMERICAN ASSURANCE

In accordance with 49 U.S.C. Section 50101, the Design-Builder will ensure that all steel and manufactured goods specified in the construction contract documents for this project, including components and subcomponents, are (1) wholly produced in the United States, or (2) have a nationwide waiver excepting the Buy American requirements, or (3) meet the requirements necessary to obtain a waiver as outlined in 49 U.S.C. Section 50101.

In all cases requiring a waiver, the Design-Builder will provide the Owner with a list of the items requiring a waiver and the appropriate justification needed to obtain the waiver.

ARTICLE 21
PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

This Contract will be terminated in accordance with Florida Statute Section 287.135(3) if it is found that the Design-Builder submitted a false Scrutinized Company Certification as provided in Florida Statute Section 287.135(5) or 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 CONTRACT

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

ARTICLE 24
NO WAIVER

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

**ARTICLE 25
CONTRACT**

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

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

By the Design-Builder this _____ day of _____, 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

Checked Baggage System Upgrades and Optimization, Tampa International Airport
Authority Project No. 5991 14

Appendix L

By the Authority this _____ day of _____, 2014.

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: _____
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 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**

February 21, 2014

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 ____, ____.

I, ____ as a representative of ____ certify and affirm that by submitting this acknowledgement and signing below, 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

Company: _____ FID or EIN No.: _____

Address: _____

City/State/Zip: _____



SAMPLE - IN FORMS PACKAGE

Appendix N					
Volume of Work					
February 21, 2014					
Calendar Year	Project Title	Amount awarded	Received directly from the Authority Yes/No	Received from prime as a subconsultant Yes/No	If received from prime, list name of prime
2009					
2010					
2011					
2012					
2013					
	Total	\$ -			

I certify the above information to be true and correct.

Signed By: _____

Subscribed and sworn to before me this _____ day of _____, 20__.

My Commission Expires: _____

By: _____
Notary Public (Signature)

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

Appendix O ePayable Payment Solution

Checked Baggage System Upgrades and Optimization February 21, 2014

The Authority is considering providing suppliers the option of receiving payments using an ePayables solution. ePayables is an electronic payment solution that replaces check payments with a VISA credit card payment. This ePayables option would offer suppliers a method for obtaining funds quickly and securely. The ePayables solution will work as follows:

1. The Authority provides a dedicated VISA credit card number, expiration date and 3 digit CVV2 value to the supplier to keep on file.
2. The supplier sends invoice to the Authority.
3. The Authority approves invoice and orders payment.
4. The supplier's card account number is funded with the payment amount.
5. The supplier receives notification via e-mail. Suppliers can opt to have notification sent to one or more e-mail address, or alternately, to a single fax number.
6. The supplier processes payment on the card account number for the exact amount.

The advantages of accepting a VISA credit card account payment in many cases offset the credit card merchant fees paid by a supplier.

- Expedited receipt of cash, improving Days Sales Outstanding
- Avoids mail delays
- Elimination of check processing costs
- Elimination of collection costs associated with lost or misplaced checks
- More efficient handling of exception items
- Elimination of exposure to check fraud
- Better control by eliminating the need to give out bank information for ACH payments
- Remittance data transmitted with payment for more efficient back-end reconciliation
- Going green — paperless, electronic payments are more secure, save money and also help conserve the environment by eliminating printing and mailing paper checks

Please select one of the following responses:

- Currently accepts credit card payments and is willing to participate in the Authority's ePayables program should the Authority implement the program during the term of this Contract/Agreement.
- Currently do not accept credit card payments and is willing to learn more about Authority's ePayables program should the Authority implement the program during the term of this Contract/Agreement.
- Currently do not accept credit card payments and is not willing to participate in the Authority's ePayables program should the Authority implement the program during the term of this Contract/Agreement.
- Does not plan on accepting credit card payments for goods/services.

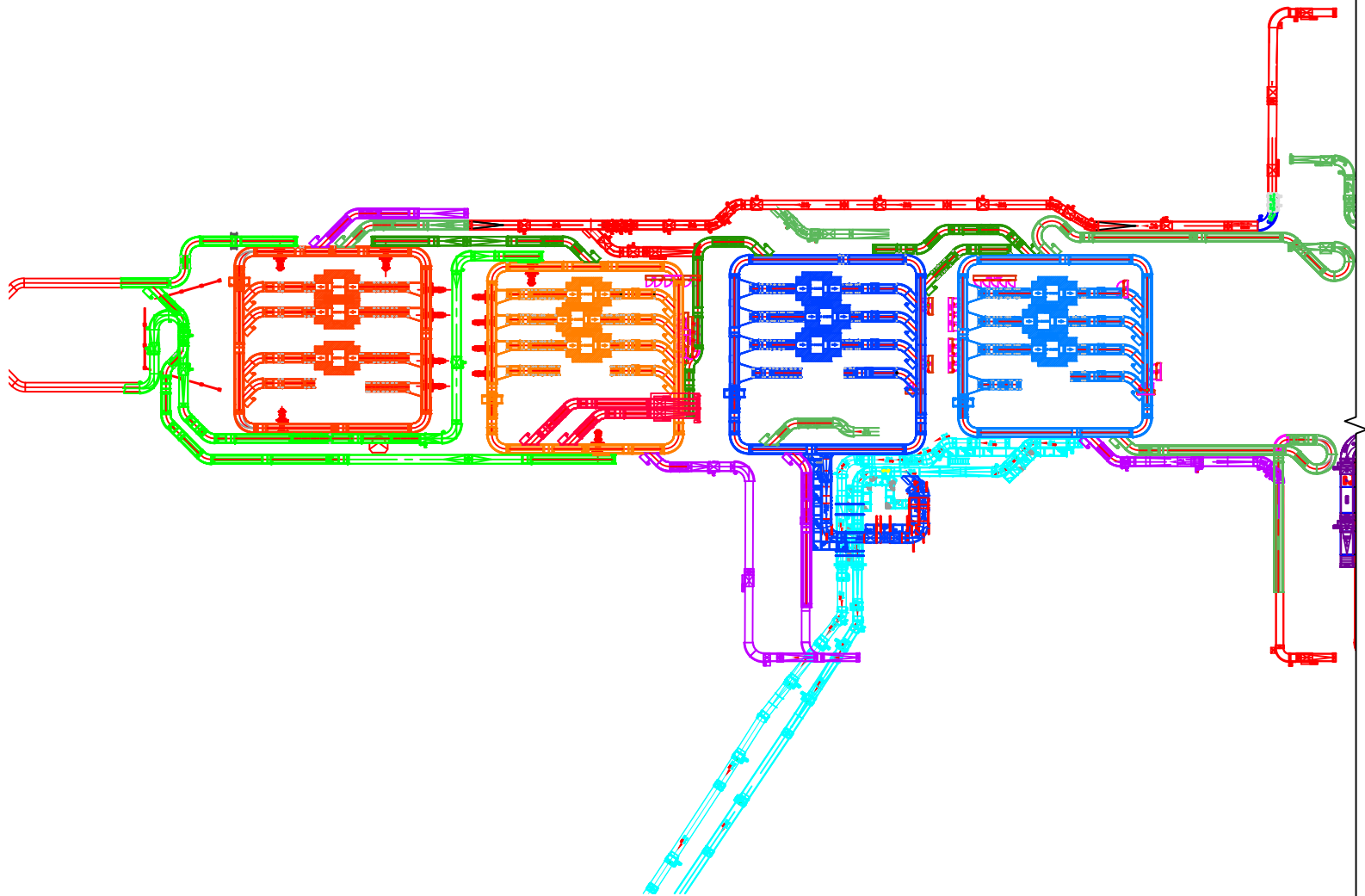
Signature

Title

Printed Name

Date

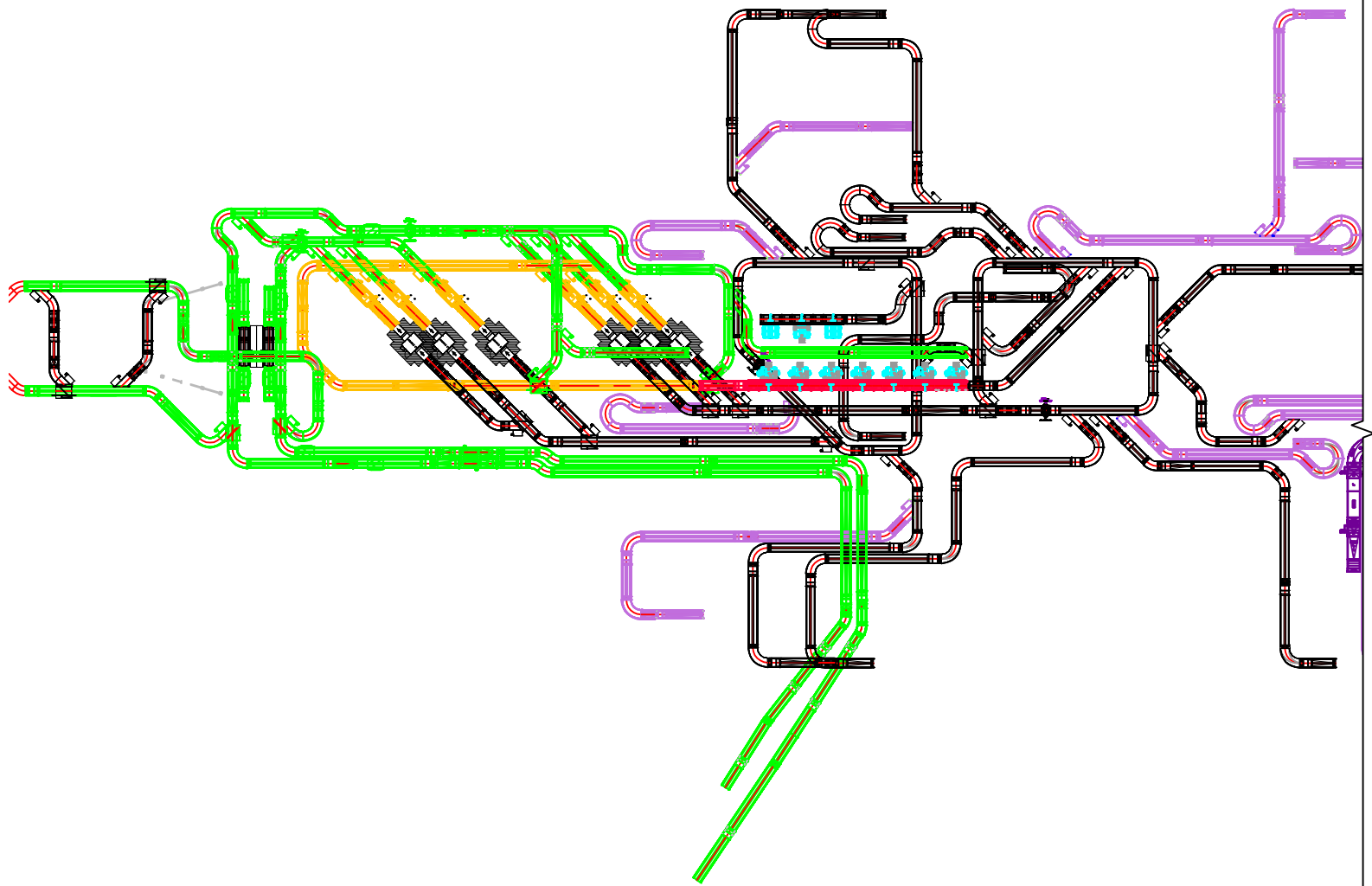
APPENDIX P - EXHIBIT 1



EXISTING BAGGAGE HANDLING SYSTEM LAYOUT

Note: Half of System Shown - Other Half is Similar

APPENDIX P - EXHIBIT 2



PROPOSED BAGGAGE HANDLING SYSTEM LAYOUT

Note: Half of System Shown - Other Half is Similar