

CONTRACT FOR DESIGN PROFESSIONAL SERVICES  
FOR PROJECT NO. 6400 18

AIRCRAFT VISUAL DOCKING GUIDANCE SYSTEM

BETWEEN

HILLSBOROUGH COUNTY AVIATION AUTHORITY

AND

T. Y. LIN INTERNATIONAL

DATED AUGUST 2, 2018

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## CONTRACT FOR DESIGN PROFESSIONAL SERVICES

This Contract for Design Professional Services is made and entered into this 2nd day of August, 2018 by and between the Hillsborough County Aviation Authority, an independent special district under the laws of the State of Florida, hereinafter referred to as the "Owner", and T. Y. Lin International, a California 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 Aircraft Visual Docking Guidance System at Tampa International Airport.

### ARTICLE 2 - CONTRACT ADMINISTRATION

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

### ARTICLE 3 - SERVICES BY THE DESIGN PROFESSIONAL

3.1 The services that the Design Professional will provide to the Owner under this Contract will be as follows, and in general accordance with the Owner's Request for Qualifications dated February 7, 2018, entitled "Request for Qualifications for Aircraft Visual Docking Guidance System at Tampa International Airport, Tampa, Florida", the Design Professional's response to the Owner's Request for Qualifications dated March 21, 2018, entitled "Aircraft Visual Docking Guidance System, Tampa International Airport, HCAA Project No. 6400 18", which are both incorporated herein by reference, and the Design Professional's Fee and Scope Proposal dated July 19, 2018, entitled "Aircraft Visual Docking Guidance System, HCAA Project No. 6400 18, Draft Fee and Scope Proposal – Revision 2" which is attached hereto as Attachment 1 and incorporated herein by reference. In the event of any conflicts between this Contract and any other documents, the precedence in resolving such conflicts will be as follows:

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

3.2 Design Professional designates Susan Bond, PE, whose business address is 12802 Tampa Oaks Boulevard, Suite 245, Tampa, FL, 33637, and who is a qualified licensed professional, to serve as the project manager. The project manager will be authorized and responsible to act on behalf of the Design Professional with respect to directing, coordinating and administering all aspects of the services to be provided and performed under this Contract. Design Professional designates Richard A. Waters, PE, whose title is Vice President, whose business address is 201 Alhambra Circle, Suite 900, Coral Gables, FL, 33134, to have full authority to bind and obligate the Design Professional on all matters arising out of or relating to this Contract. The Design Professional agrees that the project manager will devote whatever time is required to satisfactorily manage the services to be provided and performed by the Design Professional hereunder. Any replacement of the project manager will be subject to the prior approval and acceptance of the Owner.

3.3 Not used.

3.4 Not used.

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

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

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

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

ARTICLE 4 - TIME

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

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

ARTICLE 5 - PAYMENTS TO THE DESIGN PROFESSIONAL

5.1 The amount for the performance of basic services required under this Contract, and for items described as direct and reimbursable expenses, will be in a not-to-exceed amount of Seven Hundred Sixty Three Thousand One Hundred Sixty Eight and no One Hundredth Dollars (\$763,168.00), which includes all fees for subconsultants.

5.2 Not used.

5.3 Not used.

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

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

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

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

5.4.3 An employee basic services spreadsheet based on the Fee and Scope Proposal in Excel format listing the employee's name, employee's classification and employee's raw rate must be submitted before the professional service invoice submittal. If there are changes such as new employees, new classification or new

raw rate, then a labor change indicator must be completed on an updated basic services spreadsheet. Any changes to an employee basic services spreadsheet must have prior approval by the Owner. All basic service billings must be accompanied by a rate & hour verification sheet submitted within the submittal as well as in Microsoft Excel format.

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

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

- 5.5.1 The cost of securing a recognized testing laboratory which will perform all soils and sub-surface investigations, tests, reports and recommendations required for schematic and final design and construction of the Project.
- 5.5.2 The cost of securing a recognized testing laboratory which will perform all necessary testing of materials and all shop and mill inspection of materials and equipment as will be required during construction of the assigned work in the Project.

- 5.5.3 The cost of boundary surveys, topographic surveys, land surveys, establishment of boundaries and monuments, field surveys, photogrammetry, field layouts of construction, construction layout, control staking, and related office computations and drafting.
- 5.5.4 The cost of outside special consultants to advise and assist Design Professional throughout the Project.
- 5.5.5 The actual cost of reproduction of review plans and specifications, the construction contract plans and specifications required for the securing of bids for the assigned work in the Project and for the use of contractors, subcontractors, testing laboratories, and others having need for such prints during construction.
- 5.5.6 All costs for long distance telephone calls, postage and overnight express delivery and couriers related to the Project.
- 5.5.7 Expenses for parking at Tampa International Airport and transportation related to the Project including airplane travel and automobile; and, in the event overnight travel related to the Project is required, cost of meals and lodging. All travel expenses will be reimbursed in accordance with the Owner's Policy and Standard Procedure on travel and business development expenses, as both may be amended from time to time. Only travel expenses incurred in the performance of the Owner's business are reimbursable. The most efficient and economical means of transportation is required. All travel must be pre-approved by the Owner. Employee expense sheets are required as well as supporting original or legible copies of all receipts.
- 5.5.8 Materials for study models, film and processing expenses.
- 5.5.9 The actual costs of all fees and permits required by and paid to agencies having jurisdiction. This does not include impact or development fees paid directly by the Owner or building permit fees paid by the construction contractor.
- 5.5.10 Invoiced amounts for multiple projects or multiple locations must be identified per project and/or location.
- 5.5.11 All subconsultant signed agreements must be submitted at time of billing. Subconsultant agreements must include a provision providing the Owner the same rights to audit at the subconsultant level in all of its subconsultant agreements executed to effect project completion.
- 5.5.12 Receipts/Invoices that are submitted with a professional service invoice that are older than 90 days before the submission date will not be reimbursed. Receipts/Invoices for expenses before the work order effective date will not be reimbursed.



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

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

5.7 One executed original sworn and notarized invoice for services, verified to the satisfaction of the Owner, will be rendered by the twenty-fifth of each month electronically to

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

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

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

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

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

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

6.1 Engagement(s) as used in this Contract include, but are not limited to, Audits, Inspections, or Attestation Engagements. In connection with payments to the Design Professional under this Contract, it is agreed the Design Professional will maintain adequate records in accordance with generally accepted accounting practices. The Owner, Florida Department of Transportation, Federal Aviation Administration, Federal Highway Administration, Florida Department of Financial Services, Florida Auditor General, Florida Inspector General, Florida Chief Financial Officer, and the Comptroller General of the United States, or any duly authorized representative of each, have the right to initiate and perform Engagements over the Design Professional's records for the purpose of determining payment eligibility under the Contract or over selected operations

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

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

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

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

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

Engagements as allowed in this Contract.

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

#### ARTICLE 7 - OWNERSHIP OF DOCUMENTS

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

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

### 7.3 CHAPTER 119, FLA. STATUTES REQUIREMENTS

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

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

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

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

### ARTICLE 8 - INDEMNITY

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

1. Presence on, use or occupancy of the Owner's property;
2. Acts, omissions, negligence (including professional negligence and malpractice), recklessness, intentional wrongful conduct, activities, or operations;
3. Any breach of the terms of this Contract;
4. Performance, non-performance or purported performance of this Contract;

5. Violation of any law, regulation, rule or ordinance;
6. Infringement of any patent, copyright, trademark, trade dress or trade secret rights; and/or
7. Contamination of the soil, groundwater, surface water, storm water, air or the environment by fuel, gas, chemicals or any other substance deemed by the Environmental Protection Agency or other regulatory agency to be an environmental contaminant

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

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

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

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

8.3 If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by Fla. Stat. § 725.06(2)-(3) or Fla. Stat. § 725.08, then with respect to the part so limited, the Design Professional agrees to the following: To the maximum extent permitted by Florida law, the Design Professional will indemnify and hold harmless the Owner, its members, officers, agents, employees, and volunteers from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fee, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Design Professional and persons employed or utilized by the Design Professional in the performance of this Contract.

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

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

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

8.7 The Owner and its members, officers, agents, employees, and volunteers reserve the right, at their option, to participate in the defense of any suit, without relieving the Design Professional of any of its obligations under this Article.

8.8 If the above Article 8.1-8.7 or any part of Article 8.1-8.7 is deemed to conflict in any way with any law, the Article or part of the Article will be considered modified by such law to remedy the conflict.

## ARTICLE 9 - INSURANCE COVERAGES AND LIMITS

### 9.1 Design Professional's Liability Insurance

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

subconsultant has complied with this provision to Owner.

#### 9.1.2 Workers' Compensation / Employer's Liability

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

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

#### 9.1.3 Commercial General Liability

The minimum limits of insurance inclusive of any amounts provided by an umbrella or excess policy without exclusion for independent contractors, XCU, or broad form property damage covering the work performed pursuant to this Contract will be the amounts specified herein. Coverage will be provided for liability resulting out of, or in connection with, ongoing operations performed by, or on behalf of, the Design Professional under this Contract or the use or occupancy of Owner premises by, or on behalf of, the Design Professional in connection with this Contract. Coverage shall be per form CG 00 01 or its equivalent. Additional insurance coverage shall be per ISO Form CG 20 10 10 01 and CG 20 37 10 01 or their equivalent.

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

#### 9.1.4 Business Auto Liability

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

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

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

Such insurance will be maintained throughout the Project and for three 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 PURPOSE: To establish the insurance terms and conditions associated with contractual insurance requirements.

9.2.2 INSURANCE COVERAGE:

9.2.2.1 Procurement of Coverage:

With respect to each of the required coverages the Design Professional will, at the Design Professional's expense, procure, maintain and keep in force the amounts and types of insurance conforming to the minimum requirements set forth in this Contract. Coverage will be provided by insurance companies eligible to do business in the State of Florida and having an AM best rating of A- or better and a financial size category of VII or better. Utilization of non-rated companies or companies with AM Best ratings lower than A- or better and financial size category lower than VII may be approved on a case by case basis. Such insurance will be no more restrictive than that provided by the latest edition filed for use in the State of Florida by the insurance service office, without restrictive endorsements. If the insurer does not meet these requirements, the Owner retains the right to approve or disapprove the use of the insurer.

9.2.2.2 Term of Coverage:

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

phase or the termination of this Contract, whichever is earlier. If Professional or Pollution liability coverage required is written on a claims made coverage form, the retroactive date must be shown, and this date must be before the earlier of the execution date of the Contract or the beginning of Contract Work.

#### 9.2.2.3 Reduction of Aggregate Limits:

If any reduction of 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.

#### 9.2.2.4 Cancellation Notice

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

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

#### 9.2.2.5 No waiver by approval/disapproval:

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

#### 9.2.2.6 Future Modifications – Changes in Circumstances:

##### 9.2.2.6.1 Changes in Coverage and Required Limits of Insurance

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

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

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

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

If, in the opinion of the Owner, compliance with the insurance requirements is not commercially practicable for the Design Professional, at the written request of the Design Professional, the Owner may, at its sole discretion and subject to any conditions it deems appropriate, relax or temporarily suspend, in whole or in part, the insurance requirements which would otherwise apply to the Design Professional. Any such modification will be subject to the prior written approval of the Owner and subject to the conditions of such approval.

#### 9.2.2.7 Proof of Insurance – Insurance Certificate:

##### 9.2.2.7.1 Prior to Work, Use or Occupancy of Owner Premises

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

##### 9.2.2.7.2 Proof of Insurance Coverage

As preliminary evidence of compliance with the insurance required by this Contract, the Design Professional will furnish the Owner with a certificate(s) of insurance satisfactory to the Owner. This certificate must be signed by an authorized representative of the insurer. Design Professional shall furnish the entity with endorsements effecting

coverage as required by this Article. The endorsements are to be signed by a person authorized by insurer to bind coverage on its behalf. If requested by the Owner, the Design Professional will, within 30 days after receipt of written request from the Owner, provide the Owner, or make available for review, a certified complete copy of the policies of insurance. The Design Professional may redact those portions of the insurance policies that are not relevant to the coverage required by this Contract. The Design Professional will provide the Owner with renewal or replacement evidence of insurance, acceptable to the Owner, prior to expiration or termination of such insurance.

9.2.2.7.3 The insurance certificate must:

9.2.2.7.3.1 Indicate that, 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;

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

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

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

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

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

9.2.2.8 Deductibles / Self Insurance:

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

the deductible or alternative program.

9.2.2.8.2 The Design Professional will pay on behalf of the Owner, or any member of the Owner's governing body or any officer or employee of the Owner, any deductible or self-insured retention (SIR) which, with respect to the required insurance, is applicable to any claim by or against the Owner or any member of the Owner's governing body, or any officer or employee of the Owner.

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

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

#### 9.2.2.9 Design Professional's Insurance Primary:

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

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

##### 9.2.2.10.1 Owner's Right to Procure Replacement Insurance

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

##### 9.2.2.10.2 Replacement Coverage at Sole Expense of Design Professional

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

#### 9.2.2.10.3 Design Professional to Remain Fully Liable

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

#### 9.2.2.10.4 Owner's Right to Terminate, Modify, or Not Procure

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

### ARTICLE 10 - WAIVER OF CLAIMS

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

### ARTICLE 11 - CLAIMS AND DISPUTES

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

11.2 Claims by Design Professional must be made in writing to the Owner within 20 calendar days after the occurrence of the event giving rise to such claim or else Design Professional will be

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

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

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

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

#### ARTICLE 12 - ASSISTANCE IN LITIGATION

Design Professional will render assistance to and on behalf of the Owner in litigation in connection with or arising out of this Contract, including any litigation brought by or against the Owner and any third parties, by providing technical information, analyses and expert witnesses only for the Owner. The Design Professional will provide services under this Article at a mutually agreed upon and reasonable rate as an additional service.

#### ARTICLE 13 - CONFLICT OF INTEREST

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

#### ARTICLE 14 - NOTICES AND ADDRESS OF RECORD

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

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

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

#### ARTICLE 15 - TERM OF CONTRACT

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

#### ARTICLE 16 - TERMINATION OF CONTRACT

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

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

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

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

#### ARTICLE 17 - SUSPENSION OF WORK

The Owner may, for any reason, order the Design Professional in writing to suspend, delay or interrupt the work in whole or in part for such period of time as the Owner may determine. If the



work is stopped for a period exceeding 60 days by the Owner, the Design Professional may be entitled to additional compensation and expenses, said compensation and expenses to be established pursuant to negotiations between the parties.

#### ARTICLE 18 - SUCCESSORS AND ASSIGNS

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

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

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

#### ARTICLE 19 - TRUTH IN NEGOTIATIONS

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

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

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

## ARTICLE 21 - PUBLIC ENTITY CRIME CERTIFICATION

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

## ARTICLE 22 - CONTRACT MADE IN FLORIDA

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

## ARTICLE 23 - NON-DISCRIMINATION

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

- 23.1.1 Compliance with regulations. The Design Professional must comply with the regulations relative to non-discrimination in federally assisted programs of the Department of Transportation (DOT) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.
- 23.1.2 Non-discrimination. The Design Professional, with regard to the work performed by it during the Contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Design Professional will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.
- 23.1.3 Solicitations for subcontracts, including procurement of materials and equipment. In all solicitations either by competitive bidding or negotiation made by the Design Professional for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier must be notified by the Design Professional of the Design Professional's obligations under this Contract and the Regulations relative to non-discrimination on the grounds of race, color or national origin.

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

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

- 24.1 It is the policy of the Owner that W/MBEs, as defined in the Owner's W/MBE Policy and Program, will have full and fair opportunities to compete for and participate in

the performance of non-federally funded contracts or in the purchase of goods and services procured by the Owner. Consequently, the W/MBE requirements and the Owner's W/MBE Policy and Program will apply to this Contract and are made a part hereof.

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

24.1.1.1 Withholding monthly progress payments;

24.1.1.2 Assessing sanctions;

24.1.1.3 Liquidated damages; and/or

24.1.1.4 Disqualifying the Design Professional from future bidding as non-responsible.

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

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

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

24.3 W/MBE Goals. In compliance with the Owner's W/MBE Policy and Program, the Design Professional's minimum W/MBE commitment is established as the sum total of the verified Letter(s) of Intent for each portion of the Project submitted with their response. The W/MBE goal stated below is the sum total of the certified W/MBE's listed in the Design Professional's fee and scope proposal which is attached hereto and which will be enforceable under the terms of this Contract. The Design Professional will demonstrate that they will subcontract to certified W/MBEs at least 14.6% of the total dollar amount earned on the design phase of the Project.

- 24.4 All W/MBEs interested in participating in contracting/subcontracting opportunities must be certified as eligible W/MBEs before said business enterprises begins their portion of the Contract work. Only certified W/MBEs will count toward the W/MBE goal. If the Design Professional fails to achieve the W/MBE expectancy stated herein, it will be required to provide documentation demonstrating that it made good faith efforts in attempting to do so.
- 24.5 W/MBE Termination and Substitution: The Design Professional will not terminate a W/MBE for convenience without the Owner's prior written consent. If a W/MBE is terminated by the Design Professional with the Owner's consent or because of the W/MBE's default, then the Design Professional must make a good faith effort, in accordance with the requirements of the Owner's W/MBE Policy and Program, to find another W/MBE to substitute for the original W/MBE to provide the same amount of W/MBE participation.
- 24.6 Reporting Requirements: The Design Professional agrees that, within 15 days after the expiration of each calendar month during the term of the Contract beginning on the effective date of the Contract, it will provide a W/MBE Utilization Activity report to the Owner's Business Diversity Manager reflecting, as applicable, in a form acceptable to the Owner, the Design Professional's total dollar value received under the Contract for the applicable period and the amount expended for the purchase of goods and services from each W/MBE firm during that period, calculated in accordance with the requirements of the Owner's W/MBE Policy and Program.
- 24.7 Monitoring: The Owner will monitor the compliance and good faith efforts of the Design Professional in meeting these requirements. The Owner will have access to the necessary records to examine such information as may be appropriate for the purpose of investigating and determining compliance with this subsection, including, but not limited to, records, records of expenditures, contracts between the Design Professional and the W/MBE participant, and other records pertaining to the W/MBE participation plan, which the Design Professional will maintain for a minimum of three years following the end of the Contract. Opportunities for W/MBE participation will be reviewed prior to the exercise of any renewal, extension or material amendment of the Contract to consider whether an adjustment in the W/MBE requirement is warranted. Without limiting the requirements of the Contract, the Owner reserves the right to review and approve all subleases or subcontracts utilized by the Design Professional for the achievement of these goals.
- 24.8 Design Professional agrees to indemnify the Owner from the loss of any funds or other damages that may result from Design Professional's failure to achieve the W/MBE goals set forth herein or to establish a good faith effort to do so, including attorneys' fees and costs associated with said failure by Design Professional or good faith investigation by Owner. Failure of Design Professional to make a good faith effort to achieve W/MBE goals will be a material breach of this Contract. The determination

of whether Design Professional's efforts were made in good faith will be made by the Owner. At 50% completion, a plan of action properly reflecting anticipated W/MBE achievement of the commitment is required to be submitted to the Owner.

24.9 In the event of the Design Professional's non-compliance with the Owner's W/MBE Policy and Program, failure to meet the prescribed W/MBE goal set forth in this Contract, or failure to establish a good faith effort to do so, the Owner will impose such contract sanctions as the Owner may determine to be appropriate, including but not limited to:

24.9.1 Withholding of payments to the Design Professional under this Contract until the Design Professional complies; and/or

24.9.2 Assessing sanctions; and/or

24.9.3 Liquidated damages; and/or

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

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

#### ARTICLE 25 – PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

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

#### ARTICLE 26 – E-VERIFY REQUIREMENT

In accordance with the State of Florida, Office of the Governor, Executive Order Number 11-116 (Verification of Employment Status), all agencies under the direction of the Governor are to include as a condition of all state contracts for the provision of goods or services to the state in excess of nominal value, an express requirement that contractors utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor during the contract term, and an express requirement that contractors include in such subcontracts the requirement that subcontractors performing work or providing services pursuant to the state contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. Any projects with Florida Department of Transportation (FDOT) funding will contain this

assurance as a condition for any new Joint Participation Contracts dated after January 4, 2011. The Design Professional will verify all of their new employees and will require that their subcontractors verify all of their new employees in accordance with the E-verify requirements set out above. The Design Professional will execute Attachment 2, E-Verify Certification, to certify and affirm that Design Professional will comply with the E-Verification requirements of Executive Order Number 11-116.

#### ARTICLE 27 - COMPLETE CONTRACT

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

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

By the Design Professional this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

ATTEST:

**T. Y. LIN INTERNATIONAL**

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Print Name

\_\_\_\_\_

Print Address

\_\_\_\_\_

\_\_\_\_\_

Signed, sealed, and delivered  
in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

**Notary for T.Y. Lin International**

**STATE OF \_\_\_\_\_**

**COUNTY OF \_\_\_\_\_**

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

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

(Seal of Notary)

\_\_\_\_\_  
Signature of Notary



By the Owner this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**HILLSBOROUGH COUNTY AVIATION AUTHORITY**

*(Affix Corporate Seal)*

By: \_\_\_\_\_  
Robert I. Watkins, Chairman

**ATTEST:**

\_\_\_\_\_  
Victor D. Crist, Secretary

Signed, sealed, and delivered  
in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

**LEGAL FORM APPROVED:**

By: \_\_\_\_\_  
Michael T. Kamprath, Assistant General Counsel

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Robert I. Watkins, in the capacity of Chairman, and by Victor D. Crist, in the capacity of Secretary, Hillsborough County Aviation Authority, an independent special district 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

**TYLIN**INTERNATIONAL

engineers | planners | scientists

July 19, 2018

Mr. Tom Thalheimer  
Senior Manager, Procurement, Capital Program  
Hillsborough County Aviation Authority  
Tampa International Airport  
4160 George J. Bean Parkway, Suite 2400,  
Administrative Building, Second Level, Red Side  
Tampa, Florida 33607

**RE: AIRCRAFT VISUAL DOCKING GUIDANCE SYSTEM  
HCAA Project No. 6400 18  
Draft Fee and Scope Proposal – REVISION 2**

Dear Mr. Thalheimer:

T.Y. Lin International (TYLI) is submitting our revised Draft Fee and Scope Proposal to the Hillsborough County Aviation Authority (HCAA) for the design services of the Aircraft Visual Docking Guidance System (A-VDGS) at Tampa International Airport.

Our revised scope of work, assumptions, and responsibilities of others are included in Exhibit A. Our proposed fees for this project are included as Exhibit B and provided separately as an Excel file.

The Overhead Rates and Multiplier Sheet is included as Exhibit C along with our current FDOT letter with our approved Overhead Rates.

Our Team Members' Overhead Rates and Multiplier Sheets are included in Exhibit D for your reference and use.

If you have any questions, or require further information about this proposal, please do not hesitate to contact me at (813) 507-5286 or by email to [susan.bond@tylin.com](mailto:susan.bond@tylin.com).

Very truly yours,



Susan Bond, PE  
Project Manager

**Exhibit "A"**  
**Hillsborough County Aviation Authority (HCAA)**  
**Aircraft Visual Docking Guidance System Project**

**Scope Proposal**

**Project Description**

A-VDGS is a fully automated system that assists pilots in parking an aircraft by providing visual information and directional queues without the need for a marshal on the apron to lead the aircraft to the stop position. This project will provide A-VDGS units to gates at Airsides A, C, E and F along with the necessary infrastructure and software to connect the A-VDGS units with the Airport Operational Data Base (AODB) and other systems utilized by the Authority for the purpose of enhancing integration and data sharing capabilities across different software platforms.

The Authority has identified gates located at Airsides A, C, E and F which can accommodate the installation of A-VDGS units. Two A-VDGS units have been installed at gates F88 and F90 and are currently in service. This project will install approximately 40-50 additional A-VDGS units at gates across all airside. Exact locations and quantity will be determined during the design phase of the project.

**Scope of Work – Design Services**

1. Work order management and coordination services.
2. Coordination and attendance of regular design progress meetings and coordination meetings, including preparation of PowerPoint design progress presentations, Agendas, and Meeting Minutes.
3. Field survey and site visits by key staff at Project Kickoff to gather information and subsequent follow-up site visits to field locate the A-VDGS units. TYLI will verify the electrical and communications capacities at each Airside.
4. Surveying of the gates identified in Exhibit A of the RFQ to receive A-VDGS units including the building exterior and lead-in lines.
5. Geotechnical investigation and coordination.
6. Technology Design services include the low voltage design, security camera, software integration, and system integration for the A-VDGS units, including identification of the infrastructure, hardware, and airport systems to support the A-VDGS system.
7. Design of civil, structural, electrical, architectural, and information technology to develop a complete set of design drawings and specifications for the project.
8. Development of design plans, specifications, quantities, and cost estimates (30%, 60%, 90% (Permitting), 100% (includes Permit comments), and Final for Bidding). Design plans consist of all needed layouts, construction details, architectural details, structural details, electrical details, information systems design, and phasing plans.

Submittals to HCAA will include internal TYLI QA/QC review markups. The approximate number of sheets anticipated is:

- a. General (notes, survey, geotechnical) – 6 sheets
  - b. Architectural / Structural – 6 sheets
  - c. Electrical including Civil layouts – 25 sheets
  - d. Information Systems – 8 sheets
  - e. Phasing and Other – 20 sheets
9. Coordination and attendance of design review meetings, responding to HCAA comments, and revising Plans and Specifications documents accordingly.
  10. Preparation of phasing plans and coordination with stakeholders.
  11. Providing bidding support, including responses to Contractors' questions, preparation of addenda, and a Conformed set of documents prior to start of construction.
  12. Software integration for the individual stakeholders including RIDS.
  13. All PowerPoint presentations will use the Authority's standard template.

### **Scope of Work – Construction Administration Services**

1. Attendance at weekly construction meetings during construction activities including preparation of Meeting Minutes.
2. Perform site visits during construction to verify site conditions and review progress.
3. Review Contractor technical submittals / shop drawing, and Change Order requests.
4. Review Requests for Information and prepare responses including analysis and clarifications to the bidding documents.
5. Assist as required with permitting with city services.
6. Assist with construction phasing and coordination with other projects in the vicinity of the Project.
7. After substantial completion, attend the startup and commissioning to provide engineering support and acceptance.
8. Prepare Record Drawings at the end of construction and update CAD drawings per the contractor's red-line markups, including updating HCAA's BIM models.
9. The Construction Administration services are anticipated to start in mid-2019 for a duration of 10 months.

### **Assumptions and Clarifications**

1. Plans and Specifications will be developed per HCAA and other permitting agencies standards and guidelines.
2. TYLI will work with HCAA to recommend the A-VDGS manufacture(s) during the 30% design phase. It is expected the A-VDGS units will be connected to the AODB system and have cameras connected to the airport security systems as part of this project.
3. TYLI will evaluate of the two (2) existing A-VDGS units at Airside F and include any necessary modifications to integrate them into the A-VDGS system.

4. Assumes that background drawings of the building interiors showing locations of electrical panels and of the GSE area showing gate and aircraft layouts will be available immediately following issuance of the Work Order.
5. Assumes that the Initial Site Visit can be performed immediately following the issuance of the Work Order to provide designers with information necessary to develop the preliminary drawings.
6. Assumes that Geotechnical site work can be performed during daylight hours and can be coordinated at each gate with a 5-day advance notice.
7. Geotechnical pricing includes up to 10 borings at a maximum depth of 20 feet below land surface. The quantity and extent of geotech ultimately needed shall be the sole responsibility of the design professional.
8. No high voltage design is anticipated or has been included in this proposal. However, as one of the first orders of business, the design professional shall confirm that no high voltage design shall be required.

### **Schedule**

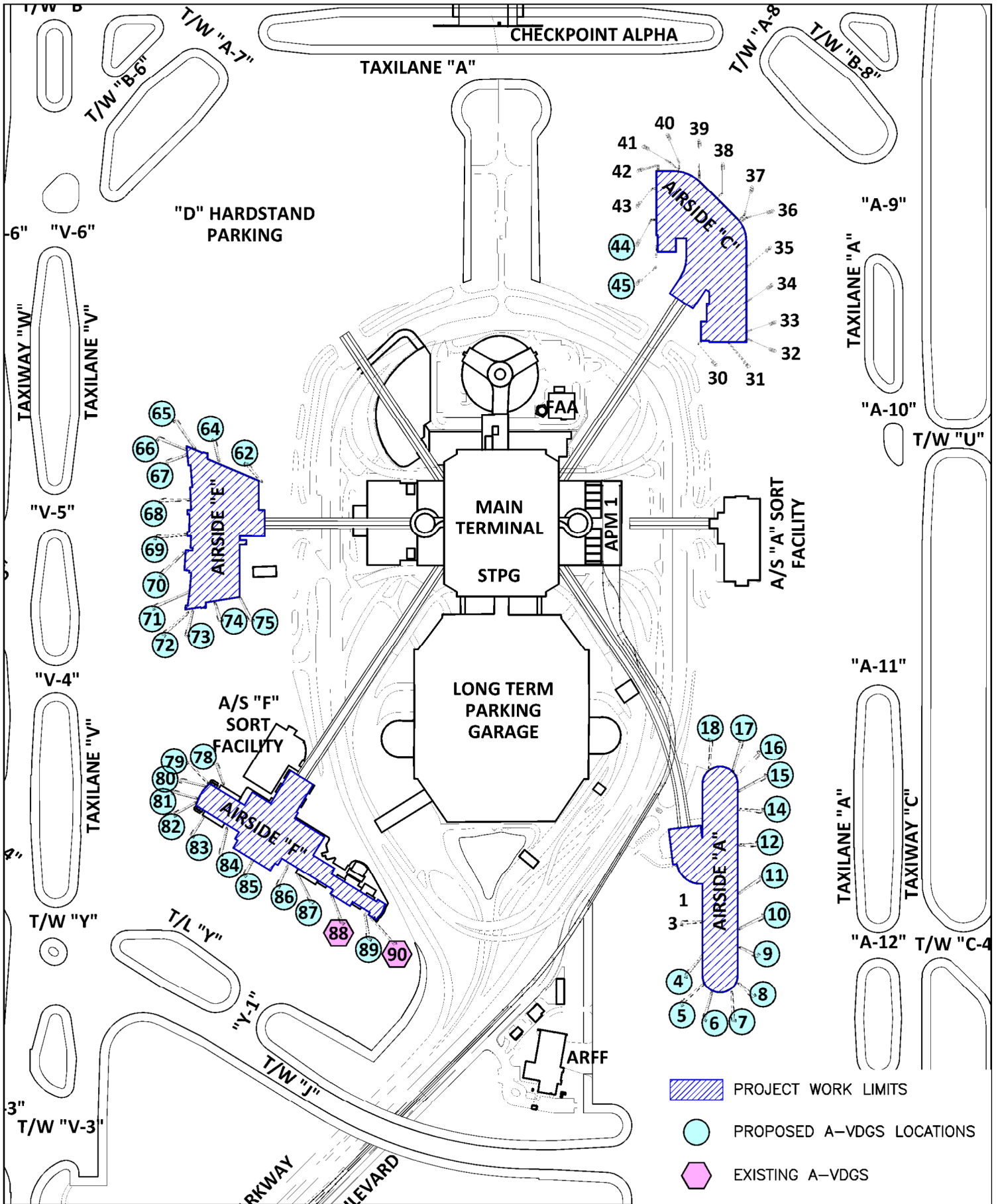
TYLI understands the project is of high-importance and will deliver this project at a schedule desired by HCAA. The Initial Baseline Schedule provided by HCAA showing the timing and sequence of work starting in August 2018 and with Final Plans and Specifications by February 6, 2019 is acceptable to TYLI. Exact dates of design submittals will be outlined in the project Work Order.

Due to the uncertainty of stakeholder input on phasing and coordination of the work, and that phasing discussions will most likely be taking place during the holiday season of November-December, we recommend that HCAA considers moving the anticipated Solicitation date of February 12, 2019 forward by 3-4 weeks which will put the Construction Contract award during the June Board meeting.

A detailed Schedule showing Meetings, Site visits, and QC check points will be presented for further discussion with HCAA prior to the Kickoff Meeting.

### **Fee Proposal**

TYLI proposes a lump sum fee of \$534,670 for the design effort and \$158,498 for Construction Administration services, for a total of \$693,168 in fees for the duration of this project. This includes travel expenses and fees from our team members who will be supporting the design and implementation of the A-VDGS system at all 4 Airsides.



- PROJECT WORK LIMITS
- PROPOSED A-VDGS LOCATIONS
- EXISTING A-VDGS

FILE NAME: Q:\ENGINEERING PROJECTS\EXHIBITS\PM\2018\ 6400 18 AIRCRAFT VDGS.DWG



<p>PROJECT NAME AIRCRAFT VISUAL DOCKING GUIDANCE DOCKING SYSTEM</p>		<p>SHEET TITLE SITE PLAN</p>	
<p>AIRPORT TAMPA INTERNATIONAL AIRPORT</p>		<p>PROJECT NO. 6400 18</p>	<p>SCALE 1" = 500'</p>
<p>DESIGN _____ DRAWN _____ CHECKED _____</p>		<p>DATE 01/24/18</p>	

HCAA Planning & Development

**EXHIBIT B**  
**TYLI FEE PROPOSAL**

Project Fee Proposal - T. Y. Lin Team - Summary Sheet											
Aircraft Visual Docking Guidance System											
HCAA Project Number 6400 18											
7/12/2018											
Basic Design Services		30%	60%	90%	100%	Total	Construction	Total	W/MBE %	% W/MBE	% Construction
Engineering & Preconstruction Services		Schematic	Design Dev.	Const. Docs	Final Docs		Administration		of Fee	Goal	Cost
T. Y. Lin International		\$ 62,988.02	\$ 69,964.94	\$ 71,645.10	\$ 75,769.60	\$ 280,367.66	\$ 119,112.82	\$ 399,480.48			
Echezabal & Associates Surveying		\$ 75,960.00				\$ 75,960.00	\$ -	\$ 75,960.00	10.0%		
MC2 Geotechnical		\$ -	\$ 10,072.40	\$ 9,932.02	\$ -	\$ 20,004.42	\$ -	\$ 20,004.42	2.6%		
US RIB Cost		\$ 8,848.22	\$ 11,560.54	\$ 11,560.54	\$ 6,091.28	\$ 38,060.58	\$ -	\$ 38,060.58			
Ross & Baruzzini Software Integration		\$ 29,740.18	\$ 18,518.56	\$ 29,504.08	\$ 10,671.68	\$ 88,434.50	\$ 22,000.00	\$ 110,434.50			
Design Phase	Sub Total	\$ 177,536.42	\$ 110,116.44	\$ 122,641.74	\$ 92,532.56	\$ 502,827.16	\$ 141,112.82	\$ 643,939.98			
Reimbursable Expenses											
T. Y. Lin International		\$ 3,932.00	\$ 1,987.00	\$ 1,987.00	\$ 1,987.00	\$ 9,893.00	\$ 11,385.00	\$ 21,278.00			
Echezabal & Associates Surveying		\$ -				\$ -		\$ -			
MC2 Geotechnical		\$ -	\$ 15,050.00	\$ 400.00	\$ -	\$ 15,450.00		\$ 15,450.00	2.0%		
US RIB Cost		\$ -	\$ -	\$ -	\$ -	\$ -		\$ -			
Ross & Baruzzini Software Integration		\$ 3,000.00	\$ 3,000.00	\$ -	\$ 500.00	\$ 6,500.00	\$ 6,000.00	\$ 12,500.00			
Expenses	Sub Total	\$ 6,932.00	\$ 20,037.00	\$ 2,387.00	\$ 2,487.00	\$ 31,843.00	\$ 17,385.00	\$ 49,228.00			
Total Fee, Allowances, Reimbursable Expenses		\$ 184,468.42	\$ 130,153.44	\$ 125,028.74	\$ 95,019.56	\$ 534,670.16	\$ 158,497.82	\$ 693,167.98	14.6%		
								Owner Contingency	\$	70,000.02	
								<b>Total Fee</b>	<b>\$</b>	<b>763,168.00</b>	

























Project Fee Proposal -T. Y. Lin Team - TRAVEL PLAN										
Aircraft Visual Docking Guidance System										
HCAA Project Number 6400 18										
7/12/2018										
Reimbursable Expenses	Unit	Rate	30%	60%	90%	100%	Total	Construction	Total	
			Schematic	Design Dev.	Const. Docs	Final Docs		Administration		
Air Travel CHI-TPA-VHI		\$ 800.00	\$ 1,600.00	\$ 800.00	\$ 800.00	\$ 800.00		\$ 7,200.00		
Air Travel MIA-TPA-MIA		\$ 250.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00		\$ 750.00		
Local Hotel	Per Day	\$ 120.00	\$ 960.00	\$ 360.00	\$ 360.00	\$ 360.00		\$ 1,800.00		
Rental Car & Fuel	Per Day	\$ 35.00	\$ 280.00	\$ 105.00	\$ 105.00	\$ 105.00		\$ 525.00		
Meals & Incidentals	Per Day	\$ 74.00	\$ 592.00	\$ 222.00	\$ 222.00	\$ 222.00		\$ 1,110.00		
T. Y. Lin International			\$ 3,932.00	\$ 1,987.00	\$ 1,987.00	\$ 1,987.00	\$ 9,893.00	\$ 11,385.00	\$ 21,278.00	

Name	Job Title	Raw Rate (\$/hour)	FAR Audited Overhead (\$/hr)	Profit (\$/hour)	Hourly Billing Rate (\$/hr)	Billing Multiplier
<EMPLOYEE NAME>			166.22%	10%		
Susan Bond	Project Manager	\$ 70.03	\$ 116.40	\$ 18.64	\$ 205.08	2.93
Adolfo Canal	Sr Civil Engineer	\$ 88.92	\$ 147.80	\$ 23.67	\$ 260.40	2.93
Charles Serig	Lead Architect	\$ 65.89	\$ 109.52	\$ 17.54	\$ 192.95	2.93
Yorhann Chaguendo	CADD Designer	\$ 36.07	\$ 59.96	\$ 9.60	\$ 105.63	2.93
James Rosales	Structural Engineer	\$ 85.94	\$ 142.85	\$ 22.88	\$ 251.67	2.93
Richard Raymond	Quality Control Reviewer	\$ 130.00	\$ 216.09	\$ 34.61	\$ 380.69	2.93
Michael Miller	Quality Assurance Officer	\$ 111.43	\$ 185.22	\$ 29.66	\$ 326.31	2.93
Brent Molendyk	Sr Electrical Engineer	\$ 62.83	\$ 104.44	\$ 16.73	\$ 183.99	2.93
Shawn Flicker	Electrical Engineer	\$ 33.20	\$ 55.19	\$ 8.84	\$ 97.22	2.93

Name	Job Title	Raw Rate (\$/hour)	FAR Audited Overhead (\$/hr)	Profit (\$/hour)	Hourly Billing Rate (\$/hr)	Billing Multiplier
<b>&lt;EMPLOYEE NAME&gt;</b>			<b>194.34%</b>	<b>10%</b>		
Stephen Tate	Chief Surveyor	\$ 52.00	\$ 101.06	\$ 15.31	\$ 168.36	3.24
Richard Step	Sr. Survey Analyst 3	\$ 30.00	\$ 58.30	\$ 8.83	\$ 97.13	3.24
3 Person Survey Crew	Survey Crew	\$ 55.40	\$ 107.66	\$ 16.31	\$ 179.37	3.24
4 Person Survey Crew	Survey Crew	\$ 71.10	\$ 138.18	\$ 20.93	\$ 230.20	3.24

Name	Job Title	Raw Rate (\$/hour)	FAR Audited Overhead (\$/hr)	Profit (\$/hour)	Hourly Billing Rate (\$/hr)	Billing Multiplier
<b>MC Squared, Inc.</b>			<b>215.26%</b>	<b>10%</b>		
Winston Stewart, PE	Chief Engineer	71.80	\$ 154.56	\$ 22.64	\$ 248.99	3.47
Joe Distefano, P.E.	Project Principal	70.71	\$ 152.21	\$ 22.29	\$ 245.21	3.47
Pranshanth Vaddu, PE	Sr. Geotechnical Engineer	52.86	\$ 113.79	\$ 16.66	\$ 183.31	3.47
Jodonna Jimenez, PE	Sr. Geotechnical Engineer	46.86	\$ 100.87	\$ 14.77	\$ 162.50	3.47
Jeffery Hooks, PE	Project Engineer	37.03	\$ 79.71	\$ 11.67	\$ 128.41	3.47
Kevin Trimble	Project Engineer	36.06	\$ 77.62	\$ 11.37	\$ 125.05	3.47
Steve Nason	Engineering Intern	26.45	\$ 56.94	\$ 8.34	\$ 91.72	3.47
Brad Crowson	Engineering Intern	24.03	\$ 51.73	\$ 7.58	\$ 83.33	3.47
Sergio Gomez	Engineering Intern	21.78	\$ 46.88	\$ 6.87	\$ 75.53	3.47
Digby Gordon	Inspector	22.71	\$ 48.89	\$ 7.16	\$ 78.76	3.47
Jim Palmer	Geologist	31.05	\$ 66.84	\$ 9.79	\$ 107.68	3.47
Lance Croft	Geologist	28.36	\$ 61.05	\$ 8.94	\$ 98.35	3.47
Tate Cozart	Cadd Technician	21.63	\$ 46.56	\$ 6.82	\$ 75.01	3.47
Kaitlyn Hammond	Cadd Technician	15.50	\$ 33.37	\$ 4.89	\$ 53.75	3.47
Sharon McGlasson	Clerical	20.19	\$ 43.46	\$ 6.37	\$ 70.02	3.47
Marta Feist	Clerical	18.00	\$ 38.75	\$ 5.67	\$ 62.42	3.47

Name	Job Title	Raw Rate (\$/hour)	FAR Audited Overhead (\$/hr)	Profit (\$/hour)	Hourly Billing Rate (\$/hr)	Billing Multiplier
<b>&lt;EMPLOYEE NAME&gt;</b>			<b>117.03%</b>	<b>10%</b>		
Patrick Pedigo	Lead Estimator	\$ 74.53	\$ 87.22	\$ 16.18	\$ 177.93	2.39
Phillipe Eustache	Sr. Electrical Estimator	\$ 55.33	\$ 64.75	\$ 12.01	\$ 132.09	2.39
Marcelo Salazar	Estimator	\$ 45.58	\$ 53.34	\$ 9.89	\$ 108.81	2.39

Name	Job Title	Raw Rate (\$/hour)	FAR Audited Overhead (\$/hr)	Profit (\$/hour)	Hourly Billing Rate (\$/hr)	Billing Multiplier
<b>ROSS &amp; BARRUZINI</b>			<b>147.30%</b>	<b>10%</b>		
Ryan Hagan	Principal Consultant	\$ 64.90	\$ 95.60	\$ 16.05	\$ 176.55	2.72
Hunter Fulghum	Sr Engineer	\$ 135.00	\$ 198.86	\$ 33.39	\$ 367.24	2.72
Michael Zoia	Dir of Aviation	\$ 81.73	\$ 120.39	\$ 20.21	\$ 222.33	2.72
Michael Adams	Sr Project Manager	\$ 67.31	\$ 99.15	\$ 16.65	\$ 183.10	2.72





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

### E-Verify Certification

Solicitation No. 18-411-019

Aircraft Visual Docking Guidance System

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.

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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]