



# HILLSBOROUGH COUNTY AVIATION AUTHORITY

PART 1 CONTRACT FOR DESIGN-BUILD SERVICES

BETWEEN

HILLSBOROUGH COUNTY AVIATION AUTHORITY

AND

HCBECK, LTD.

PROJECT NO. 8300 20

AIRSIDES A, C AND F RESTROOM REFURBISHMENT  
AND EXPANSION

---

DATED: FEBRUARY 6, 2020

CONTRACT BETWEEN  
OWNER AND DESIGN-BUILDER

---

TABLE OF ARTICLES

PART 1 CONTRACT

	<u>PAGE</u>
1. DESIGN-BUILDER	2
2. OWNER	8
3. OWNERSHIP AND USE OF DOCUMENTS AND ELECTRONIC DATA/RETENTION AND MAINTENANCE OF PUBLIC RECORDS	10
4. TIME	12
5. PAYMENTS	12
6. OWNER’S RIGHT TO PERFORM AUDITS, INSPECTIONS, OR ATTESTATION ENGAGEMENTS	13
7. DISPUTE RESOLUTION	15
8. TERMINATION OF THE CONTRACT	17
9. BASIS OF COMPENSATION	19
10. INSURANCE REQUIREMENTS	25
11. INDEMNITY	26
12. SUCCESSORS AND ASSIGNS	28
13. TRUTH IN NEGOTIATIONS	29
14. PROHIBITION AGAINST CONTINGENT FEES	29
15. PROHIBITED INTEREST	29
16. CONTRACT MADE IN FLORIDA	29
17. RESTRICTED VENDOR LISTS	29
18. NON-DISCRIMINATION	30
19. WOMAN AND MINORITY OWNED BUSINESS ENTERPRISE (W/MBE) ASSURANCES	33
20. PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES	36
21. E-VERIFY REQUIREMENT/UNAUTHORIZED ALIENS	36
22. COMPLETE CONTRACT	37
23. NO WAIVER	37
24. NO EQUITABLE ADJUSTMENT	37
25. LOBBYING	37
26. CONTRACT	38

ATTACHMENT 1 – FEE AND SCOPE PROPOSAL

ATTACHMENT 2 – INSURANCE REQUIREMENTS

ATTACHMENT 3 – E-VERIFY CERTIFICATION

## PART 1 CONTRACT

This Part 1 Contract (Contract) for design-build services is made and entered into this 6<sup>th</sup> day of February, 2020 by and between the Hillsborough County Aviation Authority, a public body corporate under the laws of the State of Florida, hereinafter referred to as the "Owner," and HCBeck, Ltd., a Texas Limited Partnership, authorized to do business in the State of Florida, hereinafter referred to as the "Design-Builder".

For the following Project: Airsides A, C and F Restroom Refurbishment and Expansion, Authority Project No. 8300 20.

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

Joe Harrington, AIA  
Beck Architecture, LLC

Normal civil, structural, interior design, mechanical, electrical and plumbing engineering services will be provided contractually through the Design-Builder as indicated below:

Open Workshop for Architecture (OWA)  
Master Consulting Engineers  
VoltAir Consulting Engineers, Inc.

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

### TERMS AND CONDITIONS

#### **ARTICLE 1 DESIGN-BUILDER**

##### **1.1 SERVICES**

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

##### **1.2 RESPONSIBILITIES**

1.2.1 The services that the Design-Builder will provide to the Owner under this Contract will be as follows, and in general accordance with the Owner's Request for Qualifications dated August 14, 2019, entitled "Request for Qualifications For Airsides A, C and F Restroom Refurbishment and Expansion at Tampa International Airport", which is incorporated by reference herein, and the Design-Builder's Fee and Scope Proposal dated January 24, 2020, entitled "8300 20 Airsides A, C and F Restroom Refurbishment and Expansion Scope of Work" which is attached hereto as Attachment 1 and incorporated by reference herein. In the event of any conflicts between this Contract and any other documents, the precedence in resolving such conflicts will be as follows:

- 1.2.1.1 This Contract
- 1.2.1.2 Design-Builder's Fee and Scope Proposal
- 1.2.1.3 The Owner's Request for Qualifications
- 1.2.1.4 Relevant portions of the Design-Builder's response to Request for Qualifications

1.2.2 All design services provided by or through Design-Builder pursuant to this Contract must be performed by qualified design professionals (Designer). The contractual obligations of such professional persons or entities are undertaken and performed in the interest of the Design-Builder. Design-Builder designates Bryan Wilson, whose business address is 220 W. 7<sup>th</sup> Avenue, Suite 200, Tampa, Florida 33602 to serve as the Project Director. The Project Director will be authorized and responsible to act on behalf of the Design-Builder with respect to directing, coordinating and administering all aspects of the services to be provided and performed under this Contract. Design-Builder designates Ryan Toth, whose title is Regional Director, whose business address is 220 W. 7<sup>th</sup> Avenue, Suite 200, Tampa, Florida 33602, and who will have full authority to bind and obligate the Design-Builder on all matters arising out of or relating to this Contract. The Design-Builder agrees that the Project Director will devote whatever time is required to satisfactorily manage the services to be provided and performed by the Design-Builder hereunder. Any replacement of the Project Director will be subject to the prior approval and acceptance of the Owner.

1.2.3 The agreements between the Design-Builder and the persons or entities identified in this Contract as providing architectural and engineering services, and any subsequent modifications thereto, must be in writing. These agreements, including financial arrangements with respect to this Project, must be promptly and fully disclosed to the Owner upon request and must have met all requirements for openness and a non-restrictive solicitation process. Though the contractual obligations of such professional persons or entities are undertaken and performed in the interest of the Design-Builder, it is expressly acknowledged and agreed by Design-Builder that Owner will be identified as an intended third party beneficiary of the agreements between Design-Builder and the design professionals.

- 1.2.4 Construction budgets must be prepared by qualified professionals, cost estimators or contractors retained by and acting in the interest of the Design-Builder.
- 1.2.5 The Design-Builder will be responsible to the Owner for acts and omissions of the Design-Builder's employees, subcontractors and their agents and employees, and other persons, including the Designer and other design professionals, performing any portion of the Design-Builder's obligations under this Contract.
- 1.2.6 Prior to the termination of the services of the Designer or any other design professional designated in this Contract, the Design-Builder will identify to the Owner in writing another design professional, with respect to whom the Owner has no reasonable objection, who will provide the services originally to have been provided by the Designer or other design professional whose services are being terminated.
- 1.2.7 If the Design-Builder believes or is advised by the Designer or by another design professional retained to provide services on the Project that implementation of any instruction received from the Owner would cause a violation of any applicable law, the Design-Builder must promptly notify the Owner in writing. Neither the Design-Builder nor the Designer will be obligated to perform any act which violates any applicable law.
- 1.2.8 Nothing contained in this Contract will create a contractual relationship between the Owner and any person or entity other than the Design-Builder, except for the third party beneficiary obligation set forth in Paragraph 1.2.3 above.
- 1.2.9 Press releases or other specialized publicity documents, including the Design-Builder's advertising and news bulletins, which are related to this Contract and are intended by the Design-Builder for the press, broadcasting, or television, will be drawn up in consultation with the Owner. Except as otherwise required by law or regulation, the Design-Builder will not release or distribute any materials or information relating to this Contract or containing the name of the Owner or any of its employees without prior written approval by an authorized representative of the Owner. Design-Builder shall incorporate the terms of this provision into all of its contracts, subcontracts and other agreements of any tier and require all contractors, consultants, subcontractors and subconsultants to similarly incorporate the terms of this provision in their agreements.
- 1.2.10 During the duration of this Project, other construction and/or design-build projects will be underway at Tampa International Airport. It will be the responsibility of the Design-Builder to coordinate its Work with these other projects. Any problems with such coordination will be brought to the attention of the Owner who will direct the affected parties accordingly.

1.2.11 The Design-Builder is required to hire a qualified consultant for the design phase of the Project.

### **1.3 BASIC SERVICES**

1.3.1 The Basic Services to be performed must commence on the date established in an executed work order and must be completed in accordance with Attachment 1. Work orders are intended to be discrete working documents that will provide, in summary form, the background and factual context within which a particular work element or series of work elements will be completed by the Design-Builder. Each work order will include a scope of services, level of effort and related costs. Work orders will be construed to be in addition to, supplementary to, and consistent with the provisions of Attachment 1. Upon request by the Owner, Design-Builder will prepare and submit a work order to the Owner for review and approval. Work order forms will be provided by the Owner along with a detailed outline of design deliverables. Contracts involving multiple project numbers or airport locations will require work orders to identify basic services and reimbursement expense amounts per project and/or location. Supporting backup of the work classification, raw rates, overhead and weighted rate calculation will be submitted in Excel format when the work order is submitted.

1.3.2 The Design-Builder will provide a preliminary evaluation of the Owner's Project and Project budget requirements, each in terms of the other.

1.3.3 The Design-Builder will visit the Project site, become familiar with the local conditions, and correlate observable conditions with the requirements of the Owner's Project, schedule, and budget.

1.3.4 The Design-Builder will review laws applicable to design and construction of the Project, correlate such laws with the Owner's Project requirements and advise the Owner if any Project requirement may cause a violation of such laws. Necessary changes to the Owner's Project will be accomplished by appropriate written modification or disclosed as described in Paragraph 1.3.6. For the plans, specifications, construction contract documents, and any and all other engineering, construction and contractual documents produced by the Design-Builder, the Design-Builder will certify that:

1.3.4.1 The plans, specifications, construction contract documents, and any and all other engineering, construction and contractual documents shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.

1.3.4.2 The plans, specifications, construction contract documents, and any and all other engineering, construction and contractual documents shall be consistent with

the intent of the Project as defined in the FDOT Public Transportation Grant Agreement.

1.3.4.3 A review of the certification requirements listed in Section B.2. of Exhibit E of the FDOT Public Transportation Grant Agreement and a determination as to their applicability to this Project is performed.

1.3.4.4 The plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

1.3.5 The Design-Builder will comply fully with all applicable federal, state, county, municipal and other governmental laws, executive orders, wage, hour and labor, equal employment opportunity, disadvantaged business enterprises, pollution control and environmental regulations, applicable national and local codes, Florida Department of Transportation (FDOT) Policies, Guidelines, Standards, Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly referred to as the "Florida Green Book"), Manual on Uniform Traffic Control Devices and requirements, FAA Advisory Circulars, and Owner's Rules and Regulations. Any projects with FDOT funding require the Design-Builder to comply with all applicable provisions of the FDOT Public Transportation Grant Agreement. The Design-Builder will obtain all necessary permits, pay all required charges, fees and taxes and otherwise perform these services in a legal manner. In the event that any construction occurs on FDOT right of way, the Design-Builder shall comply with all FDOT requirements contained in Exhibit C of the FDOT Public Transportation Grant Agreement.

1.3.6 The Design-Builder will review with the Owner alternative approaches to design and construction of the Project.

1.3.7 A. The Design-Builder will submit to the Owner for Owner's approval, the Design-Builder's plan for the competitive process the Design-Builder will use in obtaining subcontractor bids for the development of the GMP Proposal. The plan will include, but not be limited to, dates of subcontractor pre-bid meetings, bid submittal dates, analysis process of bids after receipt, subcontractors bid sheets by bid packages, determination of bids to be included in the GMP proposal and the dates the Design-Builder will meet with the Owner to review the subcontractor bids.

B. In the event Owner uses the Project Documents on a project other than this Project, or modifies or enhances the Project Documents without Design-Builder's involvement in the modification or enhancement, Design-Builder shall not have any liability to the Owner for such modifications or enhancements.

- 1.3.8 The Design-Builder will submit to the Owner for Owner's approval, the Design-Builder's plan for all self-performed Work on specific bid packages. The Design-Builder will detail how it will obtain competitive bids in addition to its own bid on those specific bid packages to ensure fairness and transparency once the bids are received and opened. The Design-Builder will also detail its analysis process of its own bids versus the subcontractor bids received.
- 1.3.9 The Design-Builder will submit to the Owner a GMP Proposal, including the final design documents, a statement of the proposed guaranteed maximum price and a proposed guaranteed completion date of the Project. Final design documents will consist of final construction design drawings, specifications or other documents sufficient to establish the size, quality and character of the entire Project including its architectural, structural, mechanical and electrical systems, and materials and such other elements of the Project as may be appropriate. Deviations from the Owner's Project will be disclosed and expressly highlighted in the GMP Proposal. If the GMP Proposal is accepted by the Owner, the parties will then execute the Part 2 Contract. Notwithstanding anything herein to the contrary, Owner reserves the absolute right, in its sole discretion, to reject the GMP Proposal and not execute the Part 2 Contract for any or no reason whatsoever, or to terminate this Contract in accordance with Article 8. In such event, all final design documents, including all Project Documents (as defined in Paragraph 3.1), will become the property of the Owner and Owner will be entitled to retain and use all such Project Documents as set forth in Paragraphs 3.1 and 8.5 herein.
- 1.3.10 The Design-Builder is required to provide all information and supporting documentation required to enable the Owner to receive or comply with any applicable state or federal grants.
- 1.3.11 When the Design-Builder considers that the whole Work, or a portion thereof designated in the Part 2 Contract Documents for separate completion, is complete, the Design-Builder shall notify the Owner in writing of the completion of the portion or the whole of the construction; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineer's Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached to the FDOT Public Transportation Grant Agreement. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans or specifications, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

#### **1.4 ADDITIONAL SERVICES**

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



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

**ARTICLE 2  
OWNER**

**2.1 RESPONSIBILITIES**

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

contractor, or cost estimator under contract to or employed by the Owner. Such independent review will be undertaken at the Owner's expense in a timely manner so as not to unreasonably delay the orderly progress of the Design-Builder's services. Design-Builder will ensure Owner is provided reasonably adequate time that permits Owner to render its decisions and conduct independent reviews of Project Documents in a timely manner.

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

- 2.1.11 The Owner may communicate with persons or entities employed or retained by the Design-Builder, unless otherwise instructed for reasonable cause not to do so in writing by the Design-Builder.

**ARTICLE 3**  
**OWNERSHIP AND USE OF DOCUMENTS AND ELECTRONIC DATA/RETENTION AND**  
**MAINTENANCE OF PUBLIC RECORDS**

- 3.1 Design-Builder acknowledges and agrees that all records, documents, drawings, notes, tracings, plans, specifications, maps, evaluations, reports and other technical data and electronic data, instruments of service (other than working papers), including but not limited to, all Architectural Works as defined by the federal Architectural Works Copyright Protection Act (whether hard copy or electronically stored), prepared, developed or furnished by Design-Builder or the design professional(s) employed or retained by the Design-Builder under this Contract (Project Documents) will be and remain the property of the Owner. Project Documents will be deemed to be works made for hire, and all right, title and interest in and to the Project Documents will be vested in Owner. Design-Builder will take all actions necessary to secure for Owner all such right, title and interest. Design-Builder warrants that all materials comprising the Project Documents are original with Design-Builder and have not been copied or derived from any other material without the express written consent of the owner, proprietor and/or copyright holder of that other material, and are not subject to any other claim of copyright by any other person. Design-Builder will obtain any and all licenses necessary for the production and preparation of the Project Documents including, without limitation, licenses for the use of any material subject to copyright by other parties. Design-Builder will assign to Owner any and all rights, including any copyrights, in the Project Documents that Design-Builder or the design professional(s) employed or retained by the Design-Builder on this Project may possess now or in the future, and Design-Builder and its design professional(s) will claim no rights adverse to Owner in the Project Documents. The Project as designed by Design-Builder under this Contract, may be reused or repeated by Owner at Owner's option or discretion at any time or times, including but not limited to, completion, addition, renovation, maintenance, reconstruction or remodeling of the Project and construction of new projects. Design-Builder hereby grants its consent to reuse of the Project Documents by Owner for any and all such purposes, subject to Paragraph 1.3.7(B) of this Contract. The Design-Builder shall retain its rights to all standard elements contained within the design, including standard details, specifications, or other design materials generated and authorized by Design-Builder for its repeated, regular and ongoing use in plans, specifications, reports or other instruments of service for its clients. The Design-Builder will incorporate the terms of this Paragraph in all contracts with design professionals employed or retained by the Design-Builder to perform services on the Work covered by this Contract.

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

3.3 Chapter 119, Fla. Statutes Requirement

**IF THE DESIGN-BUILDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DESIGN-BUILDER'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-Builder agrees in accordance with Florida Statute Section 119.0701 to comply with public records laws including the following:

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

**ARTICLE 4  
TIME**

- 4.1 Time is of the essence. Services to be rendered by the Design-Builder will commence subsequent to the execution of this Contract by the effective date of an executed work order issued by the Owner. The Owner reserves the right to stop and start work or cancel or postpone any executed work order or portion thereof at any time with seven days written notice to Design-Builder. Any delay to Design-Builder resulting therefrom will be handled in accordance with Paragraph 4.4 below. Notwithstanding the same, time is of the essence with respect to the performance of this Contract.
- 4.2 Should the Design-Builder fail to commence, provide, perform or complete any of the services to be provided in a timely and diligent manner, in addition to any other rights or remedies available to the Owner, the Owner, at its sole discretion and option, may withhold any and all payments due and owing to the Design-Builder until such time as the Design-Builder resumes performance of its obligations in such a manner so as to satisfy the Owner.
- 4.3 Upon the request of the Owner, the Design-Builder will prepare a schedule for the performance of the Basic and Additional Services which will not exceed the time limits contained in Design-Builder's fee and scope proposal referenced in Paragraph 1.2.1.2 and will include reasonably sufficient time required for the Owner's review and approval of submissions by authorities having jurisdiction over the Project.
- 4.4 If the Design-Builder is delayed in the performance of critical path services under this Contract through no fault of the Design-Builder, any applicable schedule will be adjusted. Design-Builder expressly acknowledges and agrees that it will receive no damages for delay. Design-Builder's sole remedy, if any, against Owner will be the right to seek an extension of time to the applicable schedule; provided, however, the granting of any such time extension will not be a condition precedent to the aforementioned "no damages for delay" provision. Design-Builder will incorporate the terms of this Paragraph into all of its subcontracts and subconsultant agreements and require all subcontractors and subconsultants to similarly incorporate such terms into their sub-subcontracts and sub-subconsultant agreements.

**ARTICLE 5  
PAYMENTS**

- 5.1 Refer to ARTICLE 9 - BASIS OF COMPENSATION for additional requirements.
- 5.2 Subsequent payments for Basic Services, Additional Services, and Reimbursable Expenses provided for in this Contract will be made monthly on the basis set forth in Article 9.

- 5.3 With the exception of the month of September, all Applications for Payment will be submitted to the Owner by the twenty-fifth of each month. In the event that the twenty-fifth of the month falls on a Saturday or Sunday or holiday, Applications for Payment are due the first business day prior to the twenty-fifth of that month. Payment will be made by the twenty-fifth of the following month. Applications for Payment submitted more than 20 days prior to the twenty-fifth 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 first business day prior and subsequent payments will be made the second Friday of October. Such Applications for Payment submitted more than 20 days prior to the second Friday of October will be rejected and returned.
- 5.4 The Design-Builder will submit to the Owner via the Records Management Department, two executed and notarized originals and two copies of an itemized Application for Payment prepared on a form supplied by the Owner. The Owner will approve, disapprove or adjust the Design-Builder's Application for Payment within seven days after receipt. The Owner will notify the Design-Builder in writing of any reasons for withholding payment in whole or in part. Except as noted above with respect to the September Application for Payment, Owner will make payment by the twenty-fifth of the following month in which the Application for Payment was submitted. In accordance with Florida Statute Sections 255.075 – 255.078, the Design-Builder will promptly pay each subcontractor or supplier upon receipt of the payment from the Owner. Payment to the Design-Builder will release the Owner from any liens or disputes between the Design-Builder and the Design-Builder's subcontractors.
- 5.5 Monthly payments to Design-Builder will in no way imply approval or acceptance of Design-Builder's work.

## **ARTICLE 6**

### **OWNER'S RIGHT TO PERFORM AUDITS, INSPECTIONS, OR ATTESTATION ENGAGEMENTS**

- 6.1 In connection with payments to the Design-Builder under this Contract, it is agreed the Design-Builder will maintain adequate records in accordance with generally accepted accounting practices. The Owner, Federal Aviation Administration, Federal Highway Administration, Florida Department of Transportation, 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 audits, inspections or attestation engagements or audit the Design-Builder's records for the purpose of determining payment eligibility under this Contract or over selected operations performed by Design-Builder under this Contract for the purpose of determining compliance with the Contract. Access will be to all of the Design-Builder's records, including books, documents, papers, and records of Design-Builder directly pertinent to this Contract,

as well as records of parent, affiliate and subsidiary companies. If the records are kept at locations other than Tampa International Airport, Design-Builder will arrange for said records to be brought to a location convenient to Owner's auditors to conduct the engagement as set forth in this Article. Or, Design-Builder may transport Owner's team to Design-Builder headquarters for purposes of undertaking said engagement. In such event, Design-Builder will pay reasonable costs of transportation, food and lodging for Owner's team. Design-Builder agrees to deliver or provide access to all records requested by Owner's auditors within fourteen (14) calendar days of the written or email request at the initiation of the engagement and to deliver or provide access to all other records requested during the engagement within seven (7) calendar days of each written or email request. The parties recognize that Owner will incur additional costs 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-Builder may be charged a liquidated damage of \$100.00, in addition to all other contractual financial requirements, per item, per calendar day, for each time Design-Builder is late in submitting requested records to perform the engagement. Accrual of liquidated damages will continue until specific performance is accomplished. These liquidated damages are 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-Builder maintains its accounting or Project information in electronic format, upon written or email request by the Owner's auditors, the Design-Builder will provide a download of its accounting or Project information in an electronic format allowing formatting, reading and manipulation in Microsoft Office products.
- 6.3 The Owner has the right during the engagement to interview the Design-Builder's employees and subconsultants, make photocopies, and inspect any and all records at reasonable times. The right to initiate an engagement will extend for six years after the completion date of the Work, or six years after the termination of this Contract, whichever occurs later.
- 6.4 In the event the Design-Builder has overcharged the Owner for direct and reimbursable expenses, the Design-Builder 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-Builder has overcharged the Owner by more than 3% of the gross direct and reimbursable amount, the Owner may assess and the Design-Builder will pay for the entire cost of the audit.

- 6.5 The Design-Builder will include a provision providing the Owner the same rights to perform engagements at the subconsultant and subcontractor level in all of its subconsultant and subcontract contracts entered into by Design-Builder to effect Project completion.
- 6.6 Approvals by Owner's staff for any services not included in this Contract do not act as a waiver or limitation of the Owner's right to perform audits, inspections, or attestation engagements.
- 6.7 The Design-Builder agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

## **ARTICLE 7 DISPUTE RESOLUTION**

### **7.1 CLAIMS AND DISPUTES**

- 7.1.1 A claim is a written demand or assertion by one of the parties seeking, as a matter of right, an adjustment or interpretation of this Contract, payment of money, extension of time or other relief with respect to the terms of this Contract. The term claim also includes other matters in question between the Owner and Design-Builder arising out of or relating to this Contract. The responsibility to substantiate claims will rest with the party making the claim.
- 7.1.2 If for any reason the Design-Builder believes that additional cost or Contract time is due to the Design-Builder for work not clearly provided for in this Contract, or previously authorized changes in the work, the Design-Builder must notify the Owner in writing within the required ten calendar day notice period of its intention to claim such additional cost or Contract time. The Design-Builder must maintain strict accounting of all actual cost and/or time associated with the claim, in such detail as may be required by Owner. The failure to give proper notice as required herein will constitute a waiver of said claim.
- 7.1.3 Written notice of intention to claim must be made within ten calendar days after the claimant first recognizes the condition giving rise to the claim or before the Work begins on which the Design-Builder bases the claim, whichever is earlier.
- 7.1.4 When the Work on which the claim for additional cost or Contract time is based has been completed, the Design-Builder will, within ten calendar days, submit Design-Builder's written claim, together with all supporting documentation required by Owner, to the Owner. Such claim by the Design-Builder, and the fact that the Owner has kept strict accounting of the actual cost and/or time associated with the claim, will not in any way be construed as proving or substantiating the validity of the claim.



Owner shall provide Design-Builder with a written response to such claims within ninety (90) calendar days of Owner's receipt.

- 7.1.5 Pending final resolution of a claim, unless otherwise agreed in writing, the Design-Builder will proceed diligently, as directed by Owner, with performance of this Contract and maintain effective progress to complete the Work within the Contract time(s) set forth in the Contract Documents.
- 7.1.6 The acceptance of final payment by Design-Builder will constitute a waiver of all claims except those that are expressly identified as still pending in writing in the Design-Builder's final Application for Payment.
- 7.1.7 Final payment for this Contract by Owner does not constitute a waiver of Owner's rights arising from:
  - 7.1.7.1 Latent defects;
  - 7.1.7.2 Terms of special warranties required by the Contract Documents;
  - 7.1.7.3 Failure of the Work to comply with the requirements of the Contract Documents;
  - 7.1.7.4 Claims, security interests or encumbrances arising out of this Contract and unsettled.

## **7.2 RESOLUTION OF CLAIMS AND DISPUTES**

The following shall occur as a condition precedent to the Owner's review of a claim unless waived in writing by the Owner:

- 7.2.1 **Project Representatives' Meeting:** Within five days (5) after a dispute occurs, the Design-Builder's senior project management personnel who have authority to resolve the dispute shall meet with the Owner's project representative who has authority to resolve the dispute in a good faith attempt to resolve the dispute. If a party intends to be accompanied at a meeting by legal counsel, the other party shall be given at least three (3) working days' notice of such and also may be accompanied by legal counsel. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of rules of evidence.
- 7.2.2 **Management Representatives' Meeting:** If the Project Representatives' Meeting fails to resolve the dispute or if they fail to meet, a senior executive for the Design-Builder and for the Owner, neither of which have day to day Project management responsibilities, shall meet, within ten days (10) after a dispute occurs, in an attempt to resolve the dispute and any other identified disputes or any unresolved issues that

may lead to dispute. If a party intends to be accompanied at a meeting by legal counsel, the other party shall be given at least three (3) working days' notice of such and also may be accompanied by legal counsel. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of rules of evidence.

- 7.2.3 Following the Project Representatives' Meeting and the Management Representatives' Meeting, the Owner will review the Design-Builder's claims and may (1) request additional information from the Design-Builder which will be immediately provided to Owner in a reasonable period of time, or (2) render a decision on all or part of the claim. The Owner will notify the Design-Builder in writing of the disposition of the claim within 21 days following the receipt of such claim or receipt of additional information requested.
- 7.2.4 If the Owner decides that the work relating to such claim should proceed regardless of the Owner's disposition of such claim, the Owner will issue to the Design-Builder a written directive to proceed. The Design-Builder will proceed as instructed, subject to the dispute resolution provisions of this Contract.
- 7.2.5 If any claim is made pursuant to this Contract, the Design-Builder will provide, at the Owner's request, all documents in support of the claim. If the Owner requests to review the Project Documents and the Design-Builder fails to provide them in a timely manner or has failed to preserve them, the claim by the Design-Builder will be deemed waived.
- 7.2.6 Documents in support of the claim referred to in this Article may be subject to an independent audit by the Owner. In the event the audit supports the Design-Builder's claim, the Owner will pay for the audit. In the event the audit does not support the Design-Builder's claim, the Design-Builder will pay for the audit.
- 7.2.7 The exclusive venue for any action initiated by either party associated with a claim or dispute will be in the appropriate State Court in and for the 13<sup>th</sup> Judicial Circuit for Hillsborough County, Florida or the U.S. District Court in the Tampa Division of the Middle District of Florida.

## **ARTICLE 8 TERMINATION OF THE CONTRACT**

- 8.1 This Contract may be terminated by the Owner with or without cause upon at least seven days written notice to the Design-Builder. Upon termination of this Contract there will be no further duty or obligation with regard to a Part 2 Contract.
- 8.2 In the event of termination by Owner without cause, the Design-Builder will be entitled to receive compensation for that portion of the cost attributable to the

services and reimbursable expenses under this Contract earned through the date of termination. In addition, the Design-Builder is entitled to receive compensation for direct, out-of-pocket termination expenses. However, as a prerequisite to receiving such termination expenses, the Design-Builder is required to include language regarding entitlement to compensation for costs attributable to services, reimbursable expenses and out-of-pocket expenses in all purchase orders, subcontracts and other agreements it enters into to effectuate completion of this Contract. The Design-Builder will not be entitled to any further or additional compensation from the Owner, including but not limited to, damages or lost or anticipated profits on portions of the Work not performed.

- 8.3 In the event of termination for cause, the Owner may retain all payments due to the Design-Builder at the date of termination until all of the Owner's damages have been established and deducted from payments due. To the extent Owner's damages exceed the payments due Design-Builder, such excess will be paid by Design-Builder to Owner within ten days of Owner's written demand for same to Design-Builder.
- 8.4 Upon 30 days written notice to Owner, the Design-Builder may terminate this Contract only if the Design-Builder is not in default of any term, provision, or covenant of this Contract, and only upon or after the occurrence of the inability of Design-Builder to perform work for a period of longer than 90 consecutive days due to war, terrorism, or the issuance of any order, rule or regulation by a competent governmental authority or court having jurisdiction over the Owner preventing Design-Builder from operating its business for a period of longer than 90 consecutive days; provided, however, that such inability or such order, rule or regulation is not due to any fault or negligence of Design-Builder.
- 8.5 In the event this Contract is terminated or in the event that a Part 2 Contract is not executed, Owner will be entitled to retain and use all Project Documents furnished or prepared by or for the Design-Builder or design professionals employed or retained by the Design-Builder as set forth in Paragraph 3.1, subject to Paragraph 1.37(B) of this Contract.
- 8.6 In the event the Owner terminates Design-Builder for cause pursuant to this Article 8 and it is later determined that such termination was not proper or such termination right was not otherwise available to the Owner, such termination will be deemed a termination without cause and Design-Builder's rights and remedies will be limited to those set forth in Paragraph 8.2 above.
- 8.7 In the event of termination, the Design-Builder consents to Owner's selection of a successor design-builder of the Owner's choice to assist the Owner in completing the Project, provided that (1) for a termination for cause, the Owner exercises its rights in good faith, and (2) for any termination for convenience, the Owner makes all payments due to Design-Builder under this Contract. The Design-Builder further

agrees to cooperate and provide any information reasonably requested by the Owner in connection with the completion of the Project and consents to and authorizes the making of any reasonable changes to the Design-Builder's instruments of service by the Owner and successor design builder as the Owner may desire. In the event that the Design-Builder is terminated and a successor design-builder is employed to complete the Project, the Design-Builder shall not be liable for the successor design-builder's work. However, the Design-Builder remains liable under this Contract for all its acts and omissions up to and including the date of termination and subsequent provision of any information required to be provided under this provision.

## **ARTICLE 9 BASIS OF COMPENSATION**

The Owner will compensate the Design-Builder for services rendered under this Contract as described in Attachment 1.

The amount for the performance of Basic Services required under this Contract and costs identified as reimbursable expenses will be in a not to exceed amount of Two Million Five Thousand Two Hundred Seventy Five and No One Hundredth Dollars (\$2,005,275), which includes all fees for subconsultants.

### **9.1 COMPENSATION FOR BASIC SERVICES**

9.1.1 For Basic Services, compensation will be as follows:

For services performed under Article 1 hereof, total compensation to the Design-Builder will be based upon work completed and supported by monthly progress reports submitted to the Owner.

9.1.2 Upon receipt of payment from the Owner, the Design-Builder will promptly pay each licensed design professional and each subcontractor out of the amount paid to the Design-Builder, for such licensed design professional's and subcontractor's portion of the Work. The amount to which said licensed design professional and subcontractor is entitled should reflect percentages actually retained from payments to the Design-Builder on account of such licensed design professional's and subcontractor's portion of the Work. The Design-Builder will, by appropriate contract with each licensed design professional and each subcontractor, require each licensed design professional and each subcontractor to make payments to their respective subconsultants and sub-subcontractors in a similar manner.

9.1.3 The Design-Builder agrees to pay each subcontractor under this Contract for satisfactory performance of its contract no later than 10 days from the receipt of each payment the Design-Builder receives from the Owner. The Design-Builder agrees further to release retainage payments to each subcontractor within 10 days after the

subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written notice to the Owner. This clause applies to both DBE and non-DBE subcontractors.

- 9.1.4 Invoiced amounts will be based on the Design-Builder's and subconsultant's most recent audited overhead rates or agreed upon overhead rates, personnel direct labor rates, negotiated profits and actual time billed to the Project as substantiated by backup acceptable to the Owner and supported by monthly progress reports.
- 9.1.5 Invoiced amounts for multiple projects or multiple locations must be identified per project and/or location.
- 9.1.6 All subconsultant and subcontractor contracts must be submitted at time of billing. Subconsultant and subcontractor contracts must include a provision providing the Owner the same rights to audit all of Design-Builder's subconsultant and subcontractor contracts entered into by the Design-Builder to effect Project completion.
- 9.1.7 An employee basic services spreadsheet based on the fee and scope proposal in Excel format listing the employee's name, employee's classification and employee's raw rate must be submitted before the Design-Builder's invoice submittal. If there are changes such as new employees, new classification or new raw rate, then an updated basic services spreadsheet in Excel format is required to be submitted. New rate tables must be approved by the Owner.
- 9.1.8 Basic services invoices that are submitted with a Design-Builder's invoice that are older than 90 days before the submission date may be reimbursed in the sole discretion of the Owner.
- 9.1.9 Timesheets are required as supporting backup for all basic services invoice amounts. Hours billed must be clearly identified.
- 9.1.10 Overtime for all basic services must be pre-approved by the Owner.
- 9.1.11 Basic services must be organized using standard separators to identify the basic services being billed.
- 9.1.12 Rebalancing between tasks or fees must be requested with the first overage billing, along with an explanation for the overage and confirmation that the total Contract amount will not be exceeded. Proposed supporting sheets are to be submitted at the request for rebalancing.
- 9.1.13 All permit requirements, acceptable deliverables and badges are required to be submitted seven days before submission of a final professional service invoice.

9.1.14 If deficiencies are found, a standard deficiency e-mail will be sent to the Design-Builder to resolve. Design-Builder will have 24 hours to resolve such deficiency. If the deficiency is not resolved within that time, the Design-Builder's invoice will be returned.

9.1.15 Owner has the right to withhold payment for amounts in dispute in any invoice. All undisputed amounts in any invoice shall be paid in accordance with applicable law and this Contract.

## **9.2 COMPENSATION FOR ADDITIONAL SERVICES**

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

## **9.3 REIMBURSABLE EXPENSES**

9.3.1 Reimbursable expenses will be supported by submitted and approved invoices.

9.3.2 The Design-Builder will be reimbursed at cost for all expenses in an amount not to exceed the maximum reimbursable amount. As specified hereinafter, the Design-Builder's reimbursable expenses will include only:

9.3.2.1 The cost of securing a geotechnical engineering firm which will perform all soils and sub-surface investigations, tests, reports and recommendations required for the design of the Project.

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

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

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

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

- 9.3.2.6 Expenses for parking at Tampa International Airport and transportation related to the Project outside of Hillsborough, Pinellas and Pasco Counties, including airplane and automobile travel; and the cost of meals and lodging in the event overnight travel related to the Project is required. All travel expenses will be reimbursed upon submitted receipts or as agreed upon in the travel plan. Only travel expenses incurred in the performance of the Work are reimbursable. The most efficient and economical means of transportation is required. All travel must be pre-approved by the Owner. Travel included in Attachment 1, Fee and Scope Proposal is to be considered approved by execution of this Contract. Any additional travel will require pre-approval by the Owner. Employee expense sheets are required as well as supporting originals or legible copies of all receipts.
- 9.3.2.7 Materials for renderings, study models, film and processing expenses.
- 9.3.2.8 The costs of all required review fees required by and paid to agencies having jurisdiction. This does not include impact or development fees paid directly by the Owner or building permit fees paid by the Design-Builder.
- 9.3.2.9 Invoiced amounts for multiple projects or multiple locations must be identified per project and/or location.
- 9.3.2.10 All subconsultant signed contracts must be submitted at time of billing. Subconsultant contracts must include a provision providing the Owner the same rights to audit at the subconsultant level in all of its subconsultant contracts executed to effect Project completion.
- 9.3.2.11 Receipts/Invoices that are submitted with a professional service invoice that are older than 90 days before the submission date may be reimbursed in the sole discretion of the Owner.
- 9.3.2.12 Mileage within the Tri-County Area (Hillsborough, Pinellas, Pasco) will not be reimbursed. Mileage is part of travel which must be pre-approved by the Owner.
- 9.3.2.13 Original or legible copies of receipts/invoices that have not been altered are required for reimbursement. Receipts/Invoices must be identified by employee and employer, and include justification of expense.
- 9.3.2.14 Equipment purchased for and paid by the Owner must be identified when being paid so that an Asset Tag can be attached to that equipment. A detail listing in Excel format must be submitted with the invoice when equipment is purchased.

- 9.3.2.15 The following expenses shall not be reimbursable:
- 9.3.2.15.1 Purchases of alcohol.
  - 9.3.2.15.2 Meals for Owner or local consultant staff members.
  - 9.3.2.15.3 Unreasonable photocopying costs or any photocopying costs for administrative and billing work.
  - 9.3.2.15.4 Clerical, secretarial or general administrative time with the exception of technical typing of specifications or technical reports and personnel assigned to Design-Builder's field office.
  - 9.3.2.15.5 Computer system time for any design or administrative work.
  - 9.3.2.15.6 Interest expenses.
  - 9.3.2.15.7 Any type of markup over the actual cost of any item otherwise reimbursable, unless specifically agreed to elsewhere.
  - 9.3.2.15.8 Expendable supplies unless authorized in advance by the Owner.
  - 9.3.2.15.9 Entertainment and personal expenses of any kind.
  - 9.3.2.15.10 Costs incurred by the Design-Builder as a result of, or to cure, any breach or violation of this Contract.
  - 9.3.2.15.11 Any part of the Design-Builder's capital expenses.
  - 9.3.2.15.12 Amounts required to be paid by Design-Builder for federal, state or local income or franchise taxes.
  - 9.3.2.15.13 Costs of subconsultants not pre-approved in writing by Owner.
  - 9.3.2.15.14 Costs to comply with Article 6.
  - 9.3.2.15.15 Unless pre-approved in writing by the Owner, time spent in travel.
- 9.3.2.16 No front loading on Progress Payments is allowed. Progress Payments are limited to the actual invoiced amounts.
- 9.3.2.17 Reimbursable expenses must be presented as a package organized in the



following manner: Reimbursement Tracking Form, Reimbursement Matrix Sheet, actual invoices identifying item numbers and the matrix identifier as it appears on the Reimbursement Matrix Sheet and Reimbursement Tracking Form. This package should be secured by a clip or staple. The Reimbursement Tracking Form is required to be submitted electronically in Excel format, as is the supporting documentation for the submitted Design-Builder's Invoice.

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

#### **9.4 INVOICES AND RECORDS**

- 9.4.1 Invoices for services must be submitted by the twenty-fifth of each month. Invoices, verified to the satisfaction of the Owner, will be paid by the twenty-fifth of the following month. The Design-Builder will submit with each invoice two originals and two copies of a detailed accounting of the value of Work performed to date by certified Woman and Minority Business Enterprises (W/MBE). This accounting will include the names and addresses of W/MBEs that have participated, a description of the work each named W/MBE has performed and the value of work performed by each named W/MBE. Whenever compensation is paid to the Design-Builder on a reimbursable basis, records as to the direct expense must be kept on a generally accepted accounting basis and must be submitted with each invoice to the Owner. In addition, the Design-Builder will submit with each invoice a detailed accounting of the value of Work performed to date by their design professionals and subcontractors. This accounting will include the names and addresses of their design professionals and subcontractors that have participated, a description of the work each named design professional and subcontractor has performed and the value of work performed by each named design professional and subcontractor.
- 9.4.2 If the scope of the Project is changed materially, the amount of compensation may be equitably adjusted, if requested in writing, by either the Owner or the Design-Builder.
- 9.4.3 The Design-Builder will maintain a detailed, itemized, electronic spreadsheet to include identifiable references to the actual expense, in a format allowing readership

in Microsoft Office products, of all reimbursable expenses submitted with each application for payment.

- 9.4.4 Whenever compensation is paid to the Design-Builder on a reimbursable basis, records as to the direct expense will be kept on a generally recognized accounting basis and will be submitted with each invoice.
- 9.4.5 Any compensation paid pursuant to a not-to-exceed amount will constitute full payment for all costs including, but not limited to, employee benefits, overhead, general administrative costs, profit and all other unallocated expenses.
- 9.4.6 The Design-Builder agrees to pay each subcontractor under this Contract for satisfactory performance of its agreement no later than 10 days from the receipt of each payment the Design-Builder receives from the Owner. The Design-Builder agrees further to release retainage payments to each subcontractor within 10 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written notice to the Owner. This clause applies to both W/MBE and non-W/MBE subcontractors.
- 9.4.7 With each invoice, the Design-Builder will submit an electronic Excel spreadsheet with an updated cash flow projection from the current invoice period through the end of the Project.

## **ARTICLE 10 INSURANCE REQUIREMENTS**

- 10.1 The provisions of Attachment 2 - INSURANCE REQUIREMENTS are incorporated by reference into this Contract.
- 10.2 The Design-Builder will comply with the insurance requirements and coverage limits detailed in Attachment 2 - INSURANCE REQUIREMENTS. Such insurance will protect the Owner and Design-Builder from claims which may arise out of or result from operations under this Contract by the Design-Builder, by a subcontractor of the Design-Builder, by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable.
- 10.3 Pursuant to Fla. Stat. 255.0517(2)(d), nothing contained herein prohibits the Design-Builder or subcontractor from purchasing any additional insurance coverage that the Design-Builder or subcontractor believes is necessary for protection against any liability arising out of the contract. However, in the event that the Design-Builder or subcontractor elects to purchase additional insurance, the cost of any additional insurance procured by the Design-Builder or subcontractor must be disclosed to the Owner.

**ARTICLE 11  
INDEMNITY**

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

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

by the Design-Builder or the Design-Builder's officers, employees, agents, volunteers, subcontractors, invitees, or any other person directly or indirectly employed or utilized by the Design-Builder, whether the liability, suit, claim, lien, expense, loss, cost, fine or damages is caused in part by an indemnified party. This indemnity obligation expressly applies, and shall be construed to include, any and all claim(s) caused in part by the negligence, acts, or omissions of the Owner, its members, officers, agents, employees, and volunteers.

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

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

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

by the Design-Builder or the Design-Builder's officers, employees, agents, volunteers, subcontractors, invitees, or any other person directly or indirectly employed or utilized by the Design-Builder 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-Builder by a party entitled to a defense hereunder. This duty to defend obligation expressly applies, and shall be construed to include, any and all claim(s) caused in part by the negligence, acts, or omissions of the Owner, its members, officers, agents, employees, and volunteers.

- 11.3 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, Design-Builder agrees to the following: To the maximum extent permitted by Florida law, Design-Builder 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-Builder and persons employed or utilized by the Design-Builder in the performance of this Contract.
- 11.4 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.
- 11.5 In addition to the requirements stated above, to the extent required by FDOT Public Transportation Grant Agreement and to the fullest extent permitted by law, the Design-Builder shall indemnify and hold harmless the State of Florida, FDOT, including the FDOT's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Design-Builder and persons employed or utilized by the Design-Builder in the performance of this Contract. This indemnification in this

paragraph shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida's and FDOT's sovereign immunity.

- 11.6 Design-Builder'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.
- 11.7 Nothing in this Article or Contract will be construed as a waiver of any immunity from or limitation of liability the Owner, or its members, officers, agents, employees, and volunteers may have under the doctrine of sovereign immunity under common law or statute.
- 11.8 The Owner and its members, officers, agents, employees, and volunteers reserve the right, at their option, to participate in the defense of any suit, without relieving Design-Builder of any of its obligations under this Article.
- 11.9 If the above Article 11.1-11.8 or any part of Article 11.1-11.8 is deemed to conflict in any way with any law, the Article or part of the Article will be considered modified by such law to remedy the conflict.

## **ARTICLE 12 SUCCESSORS AND ASSIGNS**

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

**ARTICLE 13  
TRUTH IN NEGOTIATIONS**

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

**ARTICLE 14  
PROHIBITION AGAINST CONTINGENT FEES**

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

**ARTICLE 15  
PROHIBITED INTEREST**

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

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

**ARTICLE 16  
CONTRACT MADE IN FLORIDA**

This Contract has been made in and will be construed in accordance with the laws of the State of Florida.

**ARTICLE 17  
RESTRICTED VENDOR LISTS**

17.1 A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any

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

- 17.2 A person or affiliate who has been placed on the discriminatory vendor list kept by the Florida Department of Management Services may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Design-Builder, supplier, subcontractor, or consultant under a contract with any public entity and may not transact business with any public entity as provided in Section 287.134, Florida Statutes.
- 17.3 An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by FDOT to be a non-responsible contractor, may not perform work under this Contract.

**ARTICLE 18**  
**NON-DISCRIMINATION**

- 18.1 During the performance of this Contract, the Design-Builder, for itself, its assignees and successors in interest, agrees as follows:
  - 18.1.1 The Design-Builder will comply with the regulations relative to non-discrimination in federally assisted programs of the Department of Transportation (DOT) Title 49, Code of Federal Regulations, Part 21, as amended from time to time (hereinafter referred to as the Regulations), which are incorporated herein by reference and made a part of this Contract.
  - 18.1.2 Civil Rights. The Design-Builder, with regard to the work performed by it under the Contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Design-Builder will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21. During the performance of this Contract, Design-Builder, for itself, its assignees, and successors in interest agrees to comply with the following nondiscrimination statutes and authorities, including but not limited to:

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

18.1.2.2 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

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

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

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

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

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

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

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



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

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

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

18.1.3 In all solicitations either by competitive bidding or negotiation made by the Design-Builder for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier must be notified by the Design-Builder of the Design-Builder's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.

18.1.4 The Design-Builder will provide all information and reports required by the Regulations or directives issued pursuant thereto and must permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Owner or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Design-Builder is in the exclusive possession of another who fails or refuses to furnish this information, the Design-Builder will so certify to the Owner or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.

18.1.5 In the event of the Design-Builder's non-compliance with the non-discrimination provisions of this Contract, the Owner will impose such contractual sanctions as it or the FAA may determine to be appropriate, including, but not limited to, withholding of payments to the Design-Builder under this Contract until the Design-Builder complies, and/or cancellation, termination or suspension of this Contract, in whole or in part.

18.1.6 The Design-Builder will include the provisions of Paragraphs 18.1.1 through 18.1.5 in every subcontract and subconsultant contract, including

procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Design-Builder will take such action with respect to any subcontract or procurement as the Owner or the FAA may direct as a means of enforcing such provisions, including sanctions for non-compliance. Provided, however, that in the event the Design-Builder becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Design-Builder may request the Owner to enter into such litigation to protect the interests of the Owner and, in addition, the Design-Builder may request the United States to enter into such litigation to protect the interests of the United States.

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

## **ARTICLE 19**

### **WOMAN AND MINORITY OWNED BUSINESS ENTERPRISE (W/MBE) ASSURANCES**

- 19.1 It is the policy of the Owner that W/MBEs, as defined in the Owner's W/MBE Policy 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.
  - 19.1.1 The Design-Builder and any subcontractor of the Design-Builder will not discriminate on the basis of race, color, national origin, or sex in the performance of the Contract. The Design-Builder 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-Builder 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:
    - 19.1.1.1 Withholding monthly progress payments;
    - 19.1.1.2 Assessing sanctions;

- 19.1.1.3 Liquidated damages; and/or
- 19.1.1.4 Disqualifying the contractor from future bidding as non-responsible.
- 19.1.2 The Design-Builder agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any contract, management contract, or subcontract, purchase or lease contract.
- 19.1.3 The Design-Builder 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.
- 19.2 The Design-Builder 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-Builder will take all necessary and reasonable steps in accordance therewith to ensure that W/MBEs have the maximum opportunity to compete for and perform subcontracts.
- 19.3 W/MBE Goals. In compliance with the Owner's W/MBE Policy and Program, the Design-Builder's minimum W/MBE commitment is established as the sum total of the verified Letter(s) of Intent for each portion of the 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-Builder's Fee and Scope Proposal which is attached hereto as Attachment 1 and which will be enforceable under the terms of this Contract. The Design-Builder will demonstrate that they will subcontract to certified W/MBEs at least 35.1% of the total dollar amount earned on the design phase of the Project.
- 19.4 All W/MBEs interested in participating in contracting/subcontracting opportunities must be certified as eligible W/MBEs before said business enterprises begins their portion of the Contract work. Only certified W/MBEs will count toward the W/MBE goal. If the Design-Builder fails to achieve the W/MBE expectancy stated herein, it will be required to provide documentation demonstrating that it made good faith efforts in attempting to do so.
- 19.5 W/MBE Termination and Substitution: The Design-Builder will not terminate a W/MBE for convenience without the Owner's prior written consent. If a W/MBE is terminated by the Design-Builder with the Owner's consent or because of the W/MBE's default, then the Design-Builder must make a good faith effort, in accordance with the requirements of the Owner's W/MBE Policy and Program, to find another W/MBE to substitute for the original W/MBE to provide the same amount of W/MBE participation.
- 19.6 Reporting Requirements: The Design-Builder agrees that, within 15 days after the expiration of each calendar month during the term of the 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-Builder'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.

19.7 Monitoring: The Owner will monitor the compliance and good faith efforts of the Design-Builder in meeting these requirements. The Owner will have access to the necessary records to examine such information as may be appropriate for the purpose of investigating and determining compliance with this subsection, including, but not limited to, records, records of expenditures, contracts between the Design-Builder and the W/MBE participant, and other records pertaining to the W/MBE participation plan, which the Design-Builder will maintain for a minimum of three years following the end of the 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-Builder for the achievement of these goals.

19.8 Design-Builder agrees to indemnify the Owner from the loss of any funds or other damages that may result from Design-Builder's failure to achieve the W/MBE goals set forth herein or to establish a good faith effort to do so, including attorneys' fees and costs associated with said failure by Design-Builder or good faith investigation by Owner. Failure of Design-Builder to make a good faith effort to achieve W/MBE goals will be a material breach of this Contract. The determination of whether Design-Builder's efforts were made in good faith will be made by the Owner. At 50% completion, a plan of action properly reflecting anticipated W/MBE achievement of the commitment is required to be submitted to the Owner.

19.9 In the event of the Design-Builder's non-compliance with the Owner's W/MBE Policy 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:

19.9.1 Withholding of payments to the Design-Builder under this Contract until the Design-Builder complies; and/or

19.9.2 Assessing sanctions; and/or

19.9.3 Liquidated damages; and/or

- 19.9.4 Cancellation, termination or suspension of this Contract in whole or in part; and/or
- 19.9.5 Suspension or debarment of Design-Builder 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 20**  
**PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES**

This Contract will be terminated in accordance with Florida Statute Section 287.135(3) if it is found that the Design-Builder submitted a false Scrutinized Company Certification as provided in Florida Statute Section 287.135(5) or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of \$1 million or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

**ARTICLE 21**  
**E-VERIFY REQUIREMENT/UNAUTHORIZED ALIENS**

- 21.1 In accordance with the State of Florida, Office of the Governor, Executive Order Number 11-116 (Verification of Employment Status), all agencies under the direction of the Governor are to include as a condition of all state contracts for the provision of goods or services to the state in excess of nominal value, an express requirement that contractors utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor during the contract term, and an express requirement that contractors include in such subcontracts the requirement that subcontractors performing work or providing services pursuant to the state contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. Any projects with Florida Department of Transportation (FDOT) funding will contain this assurance as a condition for any new Joint Participation Agreements dated after January 4, 2011. The Design-Builder will verify all of their new employees and will require that their subcontractors verify all of their new employees in accordance with the E-verify requirements set out above.
- 21.2 FDOT considers the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Design-Builder knowingly employs unauthorized aliens, such violation will be cause of unilateral cancellation of this Contract.

**ARTICLE 22  
COMPLETE CONTRACT**

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

**ARTICLE 23  
NO WAIVER**

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

**ARTICLE 24  
NO EQUITABLE ADJUSTMENT**

Design-Builder's remedies are limited to those remedies specified herein. To the fullest extent permitted by law, Design-Builder agrees that it is not entitled nor will it seek equitable adjustment of any of the terms of this Contract including but not limited to Contract time and compensation. This provision shall take precedence over any conflicting Contract provisions.

**ARTICLE 25  
LOBBYING**

No funds received pursuant to this Contract may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**ARTICLE 26  
CONTRACT**

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

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

By the Design-Builder this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

ATTEST:

**HCBeck, Ltd.**

\_\_\_\_\_

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

Title: Ryan Toth, Regional Director

Print Name

\_\_\_\_\_

Print Address

\_\_\_\_\_

\_\_\_\_\_

Signed, sealed, and delivered  
in the presence of:

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Witness

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

**Notary for HCBeck, Ltd.**

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

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2020,  
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

Airsides A, C and F Restroom Refurbishment and Expansion  
Project No. 8300 20

By the Authority this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**HILLSBOROUGH COUNTY AVIATION AUTHORITY**

*(Affix Corporate Seal)*

By: \_\_\_\_\_  
Gary W. Harrod, Chairman

**ATTEST:**

\_\_\_\_\_  
Jane Castor, Secretary

Signed, sealed, and delivered  
in the presence of:

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Witness

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

**APPROVED AS TO FORM FOR LEGAL  
SUFFICIENCY:**

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

**Notary for Hillsborough County Aviation Authority**

**STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2020, by Gary W. Harrod, in the capacity of Chairman, and by Jane Castor 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



**BECK**

THINK.  
DESIGN.  
BUILD.

**8300 20 AIRSIDES A, C AND F RESTROOM  
REFURBISHMENT AND EXPANSION**

**SCOPES OF WORK  
TAMPA INTERNATIONAL AIRPORT /  
HILLSBOROUGH COUNTY AVIATION AUTHORITY**

01/24/2020  
Revision 06

# HCAA Project #8300 20 Airside A, C and F Restroom Refurbishment and Expansion – Part 1 Services – Overview:

## 1.0 Background

This Project will refurbish and expand public restrooms at Airsides A, C and F to enhance maintainability, improve the overall appearance, and provide a new layout with larger stalls.

## 2.0 Project Description

The intent of this Project is to refurbish and expand TPA's restrooms at Airsides A, C and F. This Project will also include an expansion to the Airside C building to accommodate offices displaced by the expansion. See Exhibits A, B and C for proposed locations and scope of work limits.

Each of the restrooms and the Airside C building expansion will be completed in phases in order to ensure one set of restrooms at each airside is operational at all times.

The estimated total construction budget is \$13,631,000.

## 3.0 Scope of Work:

Based on the HCAA provided RFQ and PMP narratives and project descriptions, the following are expected to be the main elements of the Part 1 services to be incorporated into the design process by the design-build team.

### 3.1 Airside A Ramp Level Public Restrooms Areas as indicated in Exhibit C

- Evaluation and redesign of approximately 900 SF of existing restroom facilities layout to comply with customer comfort, accessibility requirements, building code requirements, improved appearance and maintainability.
- Design of the restroom refurbishment shall complement the existing airside's architectural and interior designs. Evaluation will be conducted to determine if the current boarding level restroom redesign can be replicated for the ramp level restroom scope of work.

### 3.2 Airside C Boarding Level Public Restrooms as indicated in Exhibit A

- Evaluation and redesign of approximately 12,758 SF of existing restroom facilities layout to comply with customer comfort, accessibility requirements, building code requirements, improving appearance and maintainability.
- Design of the restroom refurbishment shall complement the existing airside's

architectural and interior designs.

### 3.3 Airside C Boarding Level Proposed Office Expansion as indicated in Exhibit A

- Evaluation and design of approximately 1,500 SF of new offices spaces required to replace the office space utilized for expansion of the south restroom facility at Airside C. Evaluation will include validation of proposed new office location per layouts provided in the original HCAA solicitation as well as investigation of alternative locations. Design will accommodate requirements for customer/tenant comfort, accessibility requirements, and building code requirements while improving appearance and maintainability.
- Design of the new office space shall complement the existing airside's architectural and interior designs. Design efforts will include coordination with all necessary stakeholders and end-users to ensure all concerns are addressed and appropriate space planning is accommodated.

### 3.4 Airside F Boarding Level Public Restrooms Areas as noted in Exhibit B

- Evaluation and redesign of approximately 4,150 SF existing restroom facilities layout to comply with customer comfort, accessibility requirements, building code requirements, improving appearance and maintainability.
- Design of the restroom refurbishment shall complement the existing airside's architectural and interior designs.

## 4.0 Scope of Professional Services

The scope of services listed below is intended to capture general design elements to be incorporated into the proposed scope of work. Reference Section 5.0 Phased Design Sequence for detailed components of each design phase.

### 4.1 Beck Architecture Scope of Design Services Included

- Architectural design and specifications.
- Coordination with the Structural engineering consultant for review, analysis, and design of all required structural components for the project scope of work.
- Code specialist report and consulting services.
- Coordination with Mechanical, Electrical, Plumbing and Fire Protection engineering consultant(s) for review and design of all required components for the project scope of work.
- Coordination with the information technology design services consultant for incorporation of all required data and technology required for "smart" systems through collaboration with appropriate stakeholders if required. This has been included as a separate line item in 30% Design Fee worksheet to allow for removal if needed.
- Moisture control and building envelope review of office expansion.
- Interior design, drawings, specifications and details for finishes, millwork, and custom signage. Interior design efforts will focus on the office expansion and the three (3) distinct restroom designs specific to the associated location with consideration given to the provided "Airside Interior Design Themes", recently completed projects and aesthetic improvements, and stakeholder engagement, feedback and approvals.
- Surveying as required to establish control points for 3d scan and model.
- 3D scanning and modeling of existing restroom facilities, adjacent areas affected by redesign and any areas related to scope of work.

- Review of all available record drawings and as-built documentation pertaining to the identified scope of work areas and limits. Field verification of as-built conditions will be conducted as required.
- Survey of existing utilities and infrastructure for verification that existing systems can accommodate the project scope of work.
- Geotechnical investigations as necessary associated with the Airside C Office Expansion scope of work.
- Digital renderings and Virtual Reality (VR) modeling and development for review of architectural components and layouts when appropriate and required.
- BIM model production, inclusive of incorporation of all consultant BIM models into a single model for use during coordination and construction and into HCAA overall BIM model.
- Review and analysis of pre-fabrication options during the conceptual design process and project approach review.

## 4.2 Preconstruction Scope of Services

- Cost modeling, analysis, and report for the 30% design and 60% design phases.
- Cost model reconciliation for the 90% design package, accounting for material and quantity changes made during the 90% design efforts.
- Part 2 Construction Cost GMP. This will be updated to match the 100% submittal.
- Scheduling and phasing plans for each design package indicated above.
- Alternative systems and material analysis.
- Existing systems impact review and analysis, including possible impacts to adjacent areas and systems resulting from the construction process.
- Constructability verification and recommendations including but not limited to project sequencing and phasing, infrastructure routing, and materiality review and selections.
- Pre-fabrication option review and analysis including installation processes, lead time considerations, operational impact reviews, and sequencing and phasing analysis. This will all need to be evaluated during the 30% design duration.

### 4.2.1 Envision Construction Services Preconstruction Efforts

Envision will be assisting in the Preconstruction and Estimating efforts on the project by providing the following specific scope of work:

- Subcontractor and trade partner coordination, market investigation for accurate cost model information and data.
- Cost modeling analysis and data reconciliation for the 30% design and 60% design phases.
- Quantity review and cost data reconciliation for the 90% cost model update.
- Bid package production and coordination with potential trade partners.
- Facilitate and manage one (1) community outreach event for project coordination and participation.

## 4.3 OWA Architects Scope of Services

- Interior design, drawings, specifications and details for finishes, millwork, and custom signage. OWA and Beck's Interior Designer will work together to provide all Interior Design services and Documentation.
- Consultant coordination required specific to Interior Design scope of work.
- BIM model drafting services.

- Presentations and attend design workshops and recurring meetings with Beck. Number of meetings assumed as indicated in fee worksheets.

#### 4.4 VoltAir Consulting Engineers Scope of Services

- Review and analysis of all existing systems impacted by the specified scope of work and validation of any impact to those existing systems.
- Provide all mechanical and plumbing engineering services as required for the specified scope of work.
- Provide all fire sprinkler and fire suppression engineering services as required for the specified scope of work.
- Provide all electrical, lightning protection and low voltage engineering services as required for the specified scope of work.
- Provide all information technology design services as required for the specified scope of work.
- Design document production including BIM model production and coordination for final project model and deliverables.
- Assist with presentations and attend design workshops and recurring meetings as required.
- Field verification of as-built conditions will be conducted as required.

#### 4.5 Masters Consulting Engineering Scope of Services

- Review and analysis of existing structural systems in place including any potential impact to those systems as a result of the specified scope of work.
- Provide all structural engineering services as required for the specified scope of work.
- Design document production including BIM model production and coordination for final project model and deliverables.
- Assist with presentations and attend design workshops and recurring meetings as required.
- Field verification of as-built conditions will be conducted as required.

#### 4.6 Beck Virtual Building Group (VBG) Scope of Services

- Establish survey control points and conduct a laser scan of the building envelope, roof structure, ramp level and boarding level open areas pertaining to the identified scope of work areas and limits. Interior back of house, concessions or ramp level elements not associated with the specified scope of work will not be scanned. The Design-Build Team will coordinate with HCAA stakeholders to identify and lay out the required project areas for scanning and modeling.
- Model building existing conditions specific to the project locations, including existing structural systems and infrastructure.

#### 4.7 Scope of Services Not Included

Items below are not currently included in this proposal but can be provided as an additional service or addendum to this contract, if determined necessary by HCAA.

- Construction quality control. Quality control services to be provided as part of the Part 2 Construction GMP.
- Hazardous materials testing, removal, or abatement.
- Restroom capacity analysis and or modeling based on passenger/customer throughput or volume. Restroom footprint to be as indicated in the noted reference documentation above, with facilities sized to accommodate the specified areas.

- Dedicated sustainability review or analysis associated with “green” building design above and beyond HCAA Sustainability Design Criteria Manual.

## 5.0 Phased Design Sequence

We are proposing a phased design process, with each of the design elements referenced in section 4.0 submitted as a combined package to HCAA. However, we will develop the set to be able to be separated into separate permitting packages to submit to the city for permitting of each airside. Elements will be designed concurrently in following phases, with each having milestones at 30% design, 60% design, 90% design, and 100% design. Cost estimates and schedules will be submitted as indicated in section 4.2 above to allow for budget control and management by HCAA.

### 5.1 Schematic Design Phase – 30% Design

Development of schematic design documents.

- Develop schematic design documents for the approved scope of work including, but not limited to floor plans, elevations, sections and narrative description of all impacted systems.
- Develop outline specifications.
- QA/QC report and recommendations for proposed work utilizing existing facilities survey information.
- Construction cost estimate for 30% design phase
- Consider alternative phasing approaches and assess impacts to schedule and levels of service to customers and stakeholders.
- Presentations and recurring project meetings as indicated in hourly fee worksheet.
- Prefabrication assessment will need to be presented and approved during this phase.

### 5.2 Design Development Phase - 60% Design

Documents will be detailed and developed enough to allow for enabling work permitting and preparation of enabling work, preliminary GMP estimate and outline construction schedule.

- Develop 60% design documents including, but not limited to, demolition plans, floor plans, reflected ceiling plans, elevations, sections, interior elevations, MEP and Structural engineering drawings and details as required for the scope of work, and threshold inspection plans as required by authorities having jurisdiction and HCAA guidelines.
- Develop MEP engineering drawings and specifications for the impacted systems.
- Develop 60% project specifications as required for the scope of work.
- Review and incorporate HCAA comments from previous phase.
- Construction cost estimate for 60% package.
- Update phasing approaches and assess impacts to schedule and project sequencing.
- Enabling work documents and preliminary GMP, if deemed necessary by the team.
- PPR meeting with City of Tampa including Code review with AHJ officials. We will finalize the plan for permitting with the city during this phase.
- Presentations and recurring project meetings as indicated in hourly fee worksheet.

### 5.3 Construction Document Preparation Phase - 90% Design

Further develop design documents. These documents will require all design to be detailed and coordinated sufficiently to allow for contractor and other pricing and development of the Guaranteed

Maximum Price (GMP) for all systems.

- Develop 90% design documents including demolition plans, floor plans, reflected ceiling plans, elevations, sections, interior elevations, details, MEP and Structural engineering drawings and details as required for the scope of work.
- Develop 90% project specifications as required for the scope of work.
- Review and incorporate HCAA comments from previous phase.
- Update phasing approaches and assess impacts to schedule and project sequencing.
- Prepare and submit permit package.
- Package and distribute bid packages to trades and subcontractors, receive and evaluate bids and complete scope of work.
- Prepare and submit Part 2 GMP for Authority review and approval.
- Plan review meetings with AHJ officials.
- Presentations and recurring project meetings as indicated in hourly fee worksheet.
- 90% Construction documents will be the permit submission. 100% will then include any necessary revisions due to City of Tampa comments. As previously stated, we will conduct a PPR meeting with the city during 60% design phase to present the project to the city and finalize the permitting plan. We will organize the drawing set in a way that allows us to submit as an entire package (single permit) or as separate packages for each airside. (Multiple permits)

#### 5.4 Construction Document Preparation Phase - 100% Design

Final 100% Construction documents.

- Complete final design documents including demolition plans, floor plans, reflected ceiling plans, elevations, sections, interior elevations, details, MEP and Structural engineering drawings and details as required for the scope of work.
- Complete project specifications as required for the scope of work.
- Review and incorporate HCAA comments from previous phase.
- Update phasing approaches and assess impacts to schedule and project sequencing.
- Review, adjust, and validate Part 2 GMP.
- Plan review meeting with AHJ officials.
- Presentations and recurring project meetings as indicated in hourly fee worksheet.
- Updated proposed outline construction schedule.

#### 5.5 Construction Administration

(Not in Part 1 Contract but provided for reference. Based on current understanding of scope.)

As part of our Part 2 Contract, during the Construction phase of the project we will provide Construction Administrative services which will include:

- Shop drawing/Submittal review
- Site Visits and field reports
- Quality control
- Provide supplemental drawings and instruction as required.
- Provide responses to RFI's
- Prepare Record Documents
- Evaluate requests for substitutions

- BIM coordination
- Attend construction progress meetings
- Periodic compliance reports
- Client meetings
- Participate in AHJ inspection meetings as required.
- Prepare punch list
- Prepare substantial completion certification
- Final completion site visit and sign off.

## 6.0 Data and Resources to be provided by HCAA

- Original (paper, .pdf, or electronic files) documents associated with the existing Airside A, C and F and any subsequent renovations, upon request.
- Support with security, onsite access and investigation of existing conditions.
- Support in establishing HCAA stakeholders meetings and decision making authority.

## 7.0 Part 1 Design Deliverables

The following deliverables have been identified for the Part 1 Design scope of work:

1. Prior to start of design – Copy of each firms' QA/QC Policy and Procedures. In addition, at each of the deliverables listed below will require confirmation from each firm that identifies the QC reviewers and a digital copy of the 'redlined revisions' generated during the review period.
2. 30% Conceptual Design and Cost Model Deliverable
3. 60% Design, Construction Schedule Outline and Cost Model Deliverable
4. 90% Design Deliverable
5. 90% Design Cost Model Update Deliverable
6. 100% Design, Construction Schedule Outline and GMP Deliverable

Associated milestone dates have been identified and outlined in Section 8.2 below.

## 8.0 Schedule

### 8.1 Time to Complete (in business days) Design Part 1:

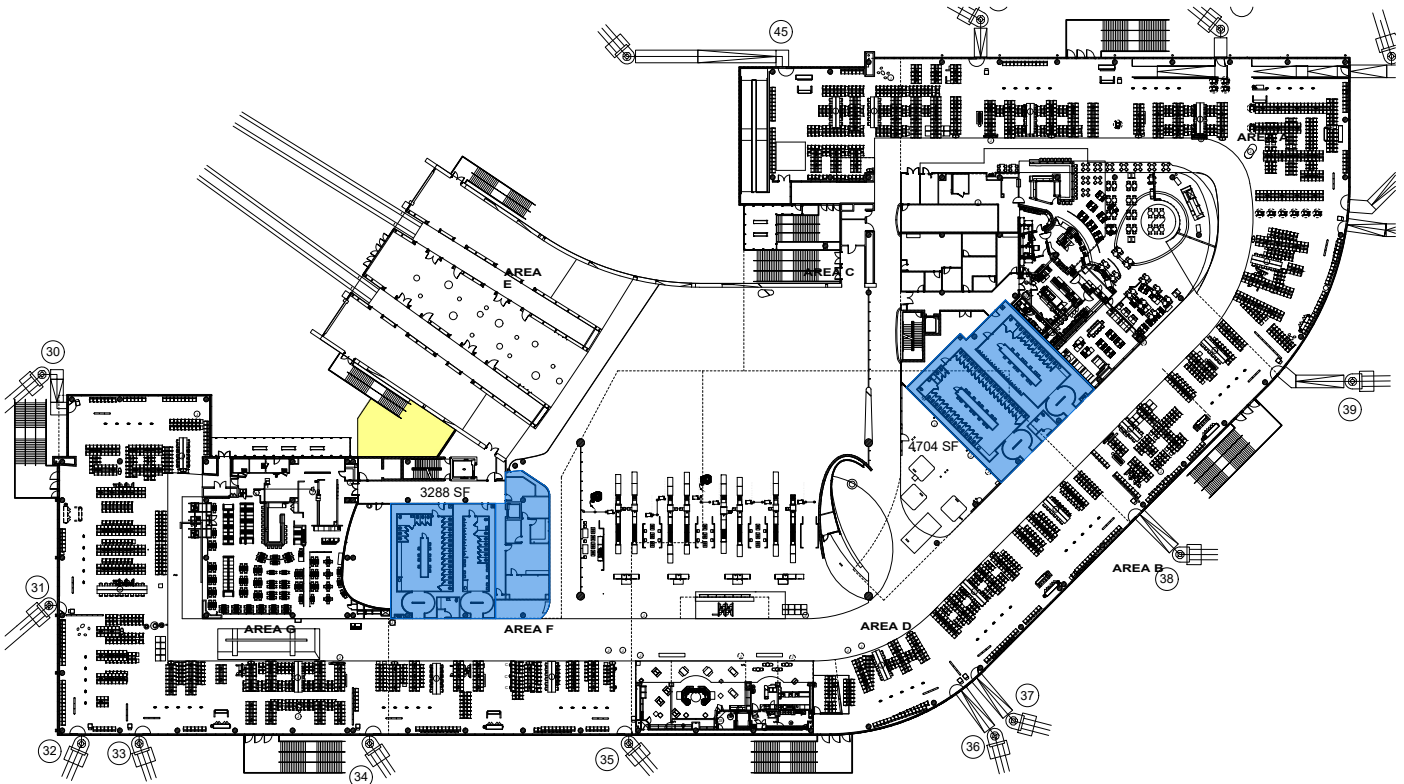
1. Approximately 297 Days – see attached Exhibit 'D'. Initial Investigations and due diligence may reveal options or solutions that will be presented to HCAA for comment and scope consideration, with the goal of one solution to be selected at the end of the 30% design phase, which will also confirm and align the project budget and schedule.
2. No costs are included for the following items
  - a. Permit fees beyond preliminary plan reviews and permit application costs. All remaining permit fees will be included in Part 2 Agreement.
  - b. Physical scale models of the project.
  - c. Threshold inspections or construction testing, as this will be included in Part 2.

### 8.2 Part 1 Milestone Schedule:

The following milestone dates have been identified for the Part 1 Design Services:



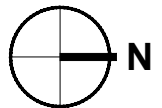
- a. HCAA Notice to Proceed – February 7, 2020
- b. 30% Design Deliverable, Inclusive of Conceptual Cost Model – May 12, 2020
- c. 60% Design Deliverable, Inclusive of Conceptual Cost Model – August 7, 2020
- d. 90% Design Deliverable – October 8, 2020
- e. 90% Cost Model Update Deliverable – October 29, 2020
- f. 100% Design Deliverable and Part 2 GMP Deliverable – January 27, 2021



**LEGEND**

- RESTROOM AREAS - 12,758 SF ±
- PROPOSED OFFICE EXPANSION - 1,500 SF ±

**BOARDING LEVEL**



FILE NAME: Q:\ENGINEERING PROJECTS\EXHIBITS\PM\2018\8300 20 AS C BOARDING LEVEL RESTROOM.DWG



HCAA Planning & Development

DESIGN \_\_\_\_\_ DRAWN \_\_\_\_\_ CHECKED \_\_\_\_\_

PROJECT NAME

AIRSIDE C RESTROOM

AIRPORT

TAMPA INTERNATIONAL AIRPORT

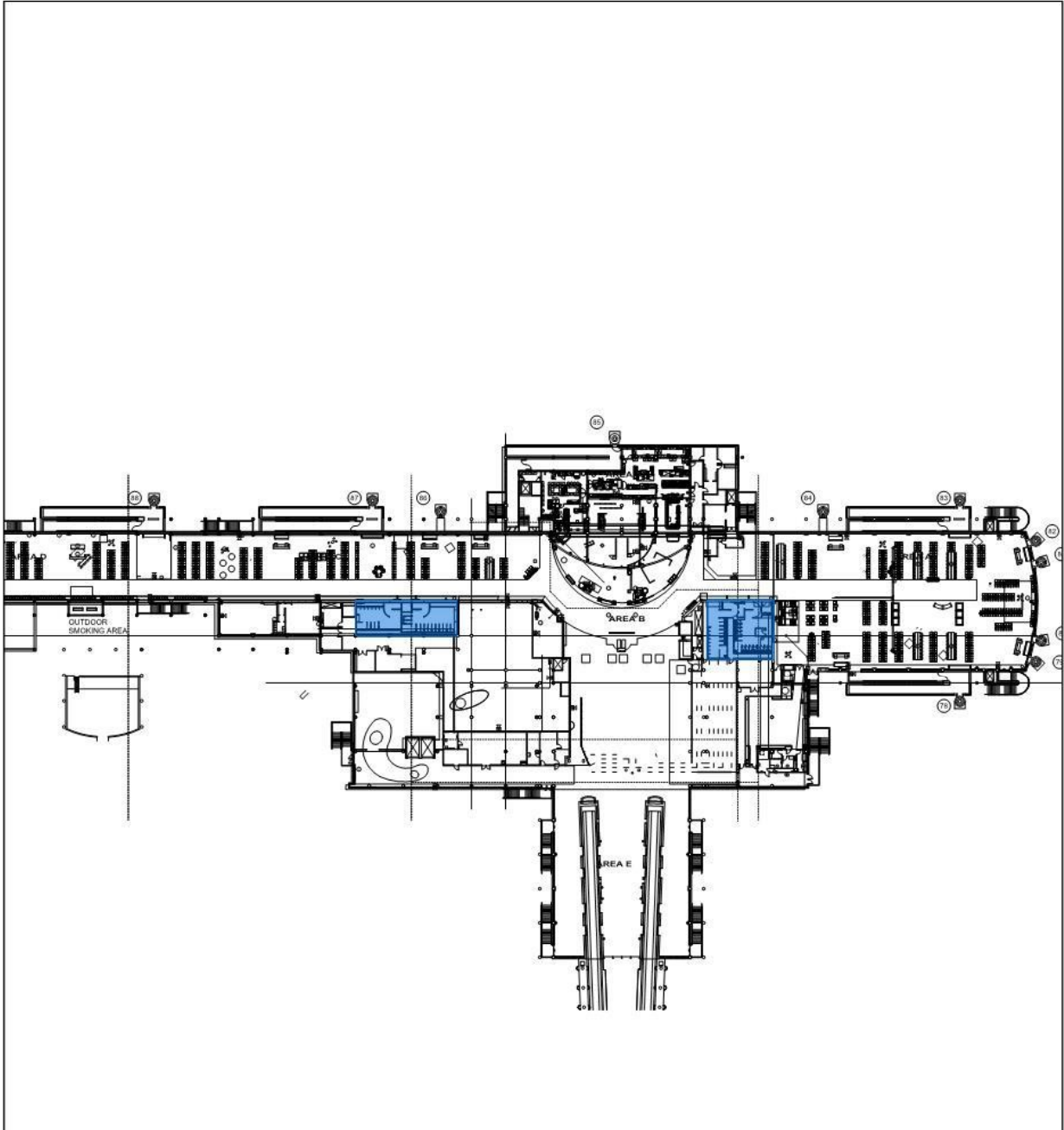
SHEET TITLE

FLOOR PLAN

PROJECT NO.  
8300 20

SCALE  
1"=100'

DATE  
03/27/2019



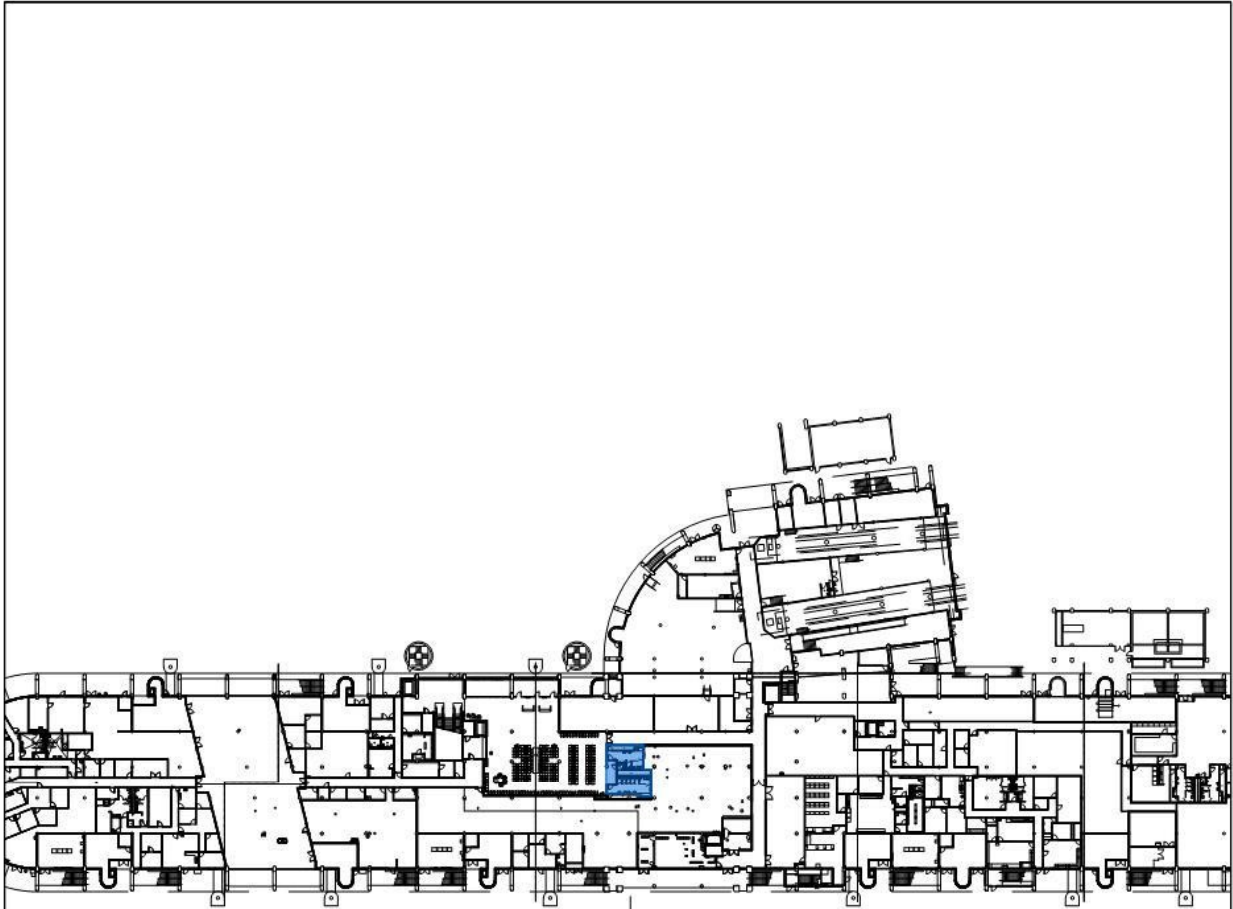
**LEGEND**

 RESTROOM AREAS - 4,150 SF ±

**BOARDING LEVEL**



 HCAA Planning & Development DESIGN _____ DRAWN _____ CHECKED _____	PROJECT NAME AIRSIDE F RESTROOM	SHEET TITLE FLOOR PLAN	
	AIRPORT TAMPA INTERNATIONAL AIRPORT	PROJECT NO. 8300 20	SCALE 1"=100'



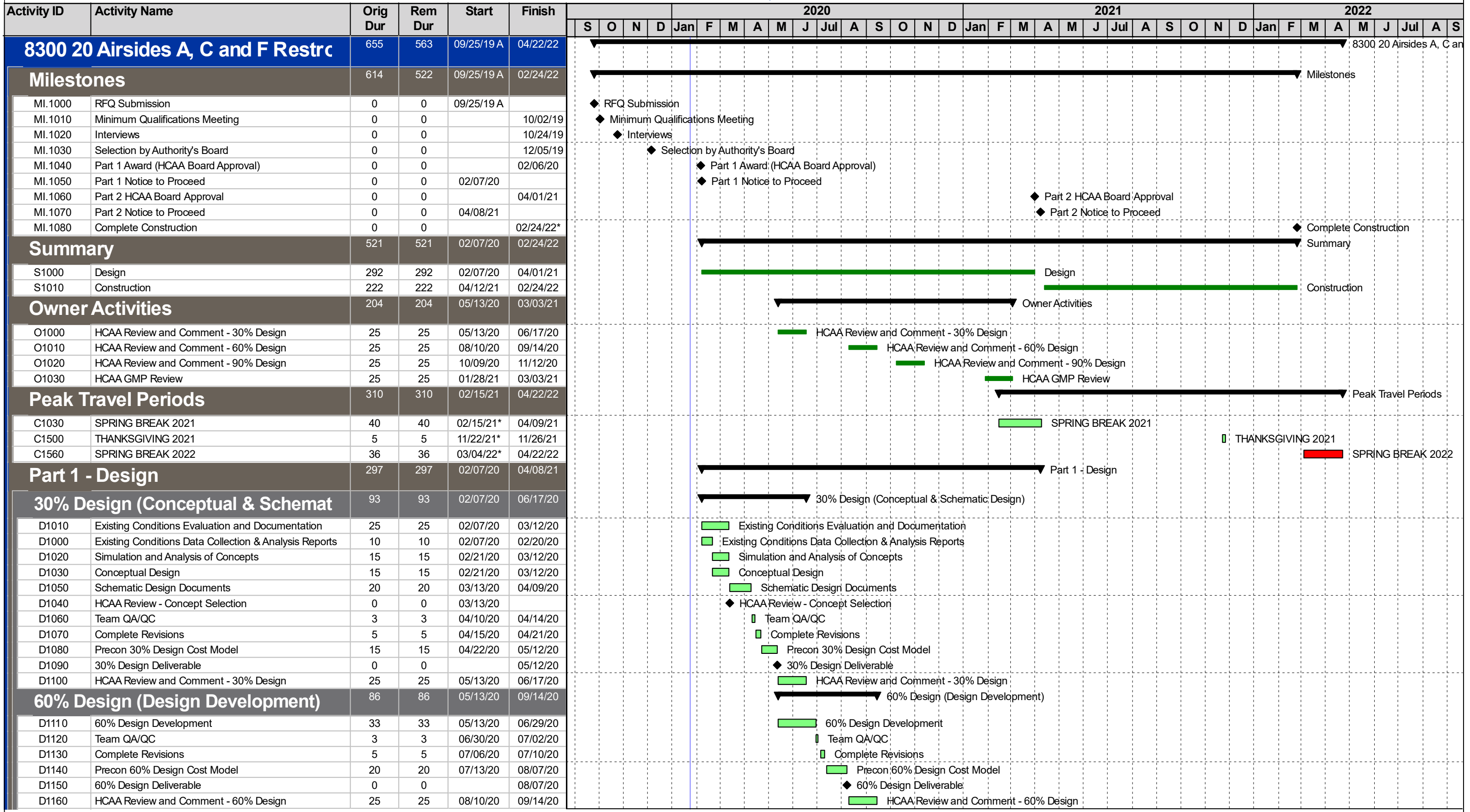
RAMP LEVEL

**LEGEND**

 RESTROOM AREAS - 900 SF ±



 <p>HCAA Planning &amp; Development</p>	<p>PROJECT NAME AIRSIDE A RESTROOM</p>	<p>SHEET TITLE FLOOR PLAN</p>		
<p>DESIGN _____ DRAWN _____ CHECKED _____</p>	<p>AIRPORT TAMPA INTERNATIONAL AIRPORT</p>	<p>PROJECT NO. 8300 20</p>	<p>SCALE 1"=100'</p>	<p>DATE 03/27/2019</p>



█ Remaining Level of Effort  
█ Actual Level of Effort  
█ Actual Work  
█ Remaining Work  
█ Critical Remaining Work  
◆ Milestone  
◆ Critical Milestones  
◆ Summary  
▲ Deadline

## Exhibit D

# 8300 20 Airsides A, C and F Restroom Refurbishment and Expansion

**Project ID: 172590.WI.200124**  
 Layout: Print Layout  
 TASK filter: All Activities  
 Page 1 of 2



Activity ID	Activity Name	Orig Dur	Rem Dur	Start	Finish	2020												2021												2022											
						S	O	N	D	Jan	F	M	A	M	J	Jul	A	S	O	N	D	Jan	F	M	A	M	J	Jul	A	S	O	N	D	Jan	F	M	A	M	J	Jul	A
<b>90% Design (Permit &amp; 90% Construc</b>		83	83	08/10/20	12/07/20	90% Design (Permit & 90% Construction Documents)																																			
D1170	90% Design Documents	35	35	08/10/20	09/28/20	90% Design Documents																																			
D1180	Team QA/QC	3	3	09/29/20	10/01/20	Team QA/QC																																			
D1190	Complete Revisions	5	5	10/02/20	10/08/20	Complete Revisions																																			
D1200	90% Design Deliverable	0	0		10/08/20	90% Design Deliverable																																			
D1220	HCAA Review and Comment - 90% Design	25	25	10/09/20	11/12/20	HCAA Review and Comment - 90% Design																																			
D1210	Precon 90% Design Cost Model	15	15	10/09/20	10/29/20	Precon 90% Design Cost Model																																			
D1250	90% Design Cost Model Deliverable	0	0		10/29/20	90% Design Cost Model Deliverable																																			
<b>Permitting</b>		40	40	10/09/20	12/07/20	Permitting																																			
D1230	City of Tampa Permitting	40	40	10/09/20	12/07/20	City of Tampa Permitting																																			
<b>100% Design (Construction Docume</b>		42	42	11/13/20	01/15/21	100% Design (Construction Documents)																																			
D1260	100% Design Documents	30	30	11/13/20	12/29/20	100% Design Documents																																			
<b>Incorporate Coordination</b>		12	12	12/29/20	01/15/21	Incorporate Coordination																																			
D1280	Draft Deliverable for QA/QC	0	0		12/29/20	Draft Deliverable for QA/QC																																			
D1290	Team QA/QC	2	2	12/30/20	12/31/20	Team QA/QC																																			
D1380	Design Coordination with Subcontractors	10	10	12/30/20	01/13/21	Design Coordination with Subcontractors																																			
D1310	Complete Revisions	10	10	01/04/21	01/15/21	Complete Revisions																																			
<b>GMP</b>		125	125	10/09/20	04/08/21	GMP																																			
D1240	GMP Development	55	55	10/09/20	12/29/20	GMP Development																																			
D1270	Design Coordination with Subcontractors	10	10	12/30/20	01/13/21	Design Coordination with Subcontractors																																			
D1300	Finalize GMP	10	10	01/14/21	01/27/21	Finalize GMP																																			
D1320	100% Construction Document and Part 2 GMP Deliver	0	0		01/27/21	100% Construction Document and Part 2 GMP Deliverable																																			
D1330	HCAA GMP Review	25	25	01/28/21	03/03/21	HCAA GMP Review																																			
D1340	GMP Negotiations	15	15	03/04/21	03/24/21	GMP Negotiations																																			
D1350	HCAA Board GMP Approval	0	0		04/01/21	HCAA Board GMP Approval																																			
D1360	HCAA Generate Notice to Proceed	5	5	04/01/21	04/08/21	HCAA Generate Notice to Proceed																																			
D1370	HCAA Issue NTP	0	0		04/08/21	HCAA Issue NTP																																			
<b>Part 2 - Construction</b>		222	222	04/12/21	02/24/22	Part 2 - Construction																																			
<b>Construction</b>		222	222	04/12/21	02/24/22	Construction																																			



█ Remaining Level of Effort    ◆ Milestone  
█ Actual Level of Effort    ◆ Critical Milestones  
█ Actual Work    ◆ Summary  
█ Remaining Work    ▲ Deadline  
█ Critical Remaining Work    ▲

## Exhibit D

# 8300 20 Airsides A, C and F Restroom Refurbishment and Expansion

Project ID: 172590.WI.200124  
 Layout: Print Layout  
 TASK filter: All Activities  
 Page 2 of 2



# FEE SUMMARY

<b>Project Fee Proposal - Summary Sheet</b>												
Airsides A, C, and F Restroom Refurbishment and Expansion												
HCAA Project Nos. 8300 20												
1/27/20												
Basic Design Services		30%	60%	90%	100%	Part 1 Total	% Construction	Construction	Total	WMBE % of Fee	% WMBE Goal	% Construction
Design & Preconstruction Services		Design Dev.	Design Dev.	Const. Docs	Final Docs		Cost	Administration			Goal	Cost
Beck Group		\$ 15,526	\$ 36,684	\$ 75,480	\$ 71,148	\$ 198,837	1.43%	\$ -	\$ 198,837			1.43%
Beck Architecture		\$ 225,817	\$ 232,323	\$ 264,062	\$ 127,739	\$ 849,940	6.13%	\$ 234,587	\$ 1,084,527			7.82%
OWA		\$ 41,119	\$ 71,207	\$ 64,019	\$ 47,304	\$ 223,650	1.61%	\$ 79,765	\$ 303,415	13.4%		2.19%
VoltAir Consulting Engineers		\$ 49,746	\$ 60,023	\$ 66,258	\$ 16,255	\$ 192,282	1.39%	\$ 79,701	\$ 271,982	12.0%		1.96%
Masters Consulting Engineers		\$ 33,734	\$ 21,749	\$ 22,574	\$ 14,494	\$ 92,551	0.67%	\$ 29,835	\$ 122,386	5.4%		0.88%
Envision		\$ 11,477	\$ 16,375	\$ 17,075	\$ 15,395	\$ 60,322	0.44%	\$ -	\$ 60,322	2.7%		0.44%
	Design Phase Sub Total	\$ 377,418	\$ 438,360	\$ 509,469	\$ 292,335	\$ 1,617,581	11.67%	\$ 423,887	\$ 2,041,468	33.4%		14.73%
<b>Reimbursable Expenses</b>												
Beck Group & Beck Architecture		\$ 14,406	\$ 9,734	\$ 7,397	\$ 7,397	\$ 38,934	0.28%	\$ 26,702	\$ 65,636			0.47%
OWA Architects		\$ 977	\$ 977	\$ 977	\$ 977	\$ 3,906	0.03%	\$ 3,922	\$ 7,828	0.3%		0.06%
Masters Consulting Engineers		\$ 453	\$ 453	\$ 453	\$ 453	\$ 1,812	0.01%	\$ 3,922	\$ 5,734	0.3%		0.04%
Code Consultant		\$ 3,125	\$ 3,125	\$ 3,125	\$ 3,125	\$ 12,500	0.09%		\$ 12,500			0.09%
Envision		\$ 2,636	\$ 2,636	\$ 2,636	\$ 2,636	\$ 10,542	0.08%	\$ 3,922	\$ 14,464	0.6%		
Beck Virtual Building Group (VBG)		\$ 50,000	\$ -	\$ -	\$ -	\$ 50,000	0.36%		\$ 50,000			0.36%
Specifications Consultant		\$ -	\$ 3,000	\$ 5,000	\$ 2,000	\$ 10,000	0.07%		\$ 10,000			0.07%
Utility/Civil Engineering Consultant		\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 40,000	0.29%		\$ 40,000			0.29%
Material Testing Allowance		\$ 7,500	\$ 2,500	\$ -	\$ -	\$ 10,000	0.07%		\$ 10,000	0.4%		0.07%
Acoustical Consultant		\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 10,000	0.07%		\$ 10,000			0.07%
	Reimbursable Expense Sub Total	\$ 91,596	\$ 34,924	\$ 32,087	\$ 29,087	\$ 187,694	1.35%	\$ 38,468	\$ 226,162	1.7%		1.63%
<b>Design-Builder Total Fee, Allowances, Reimbursable Expenses</b>		<b>\$ 469,013</b>	<b>\$ 473,284</b>	<b>\$ 541,556</b>	<b>\$ 321,422</b>	<b>\$ 1,805,275</b>	<b>13.02%</b>	<b>\$ 462,355</b>	<b>\$ 2,267,630</b>	<b>35.1%</b>	<b>TBD</b>	<b>16.36%</b>
<b>Contingency Funding</b>												
Owner's Contingency						\$ 200,000			\$ 200,000			
<b>Project Total Fee, Allowances, Reimbursable Expenses</b>		<b>\$ 469,013</b>	<b>\$ 473,284</b>	<b>\$ 541,556</b>	<b>\$ 321,422</b>	<b>\$ 2,005,275</b>	<b>N/A</b>	<b>N/A</b>	<b>\$ 2,467,630</b>	<b>NA</b>	<b>TBD</b>	<b>17.80%</b>



### TPA Airside A, C and F Restroom Renovations - FTE Equivalent Chart

Department	Name	Position	30% Design	60% Design	90% Design	100% Design	Construction Admin
Architecture	Joe Harrington	Principal Architect	0.37	0.39	0.31	0.29	0.10
Architecture	Mark Stenson	Design Project Manager	0.29	0.30	0.30	0.30	0.16
Architecture	Sandra Cordova	Project Architect	0.82	0.98	0.93	0.72	0.43
Interior Design (Architecture)	Emily Farrell	Interior Designer	0.08	0.13	0.10	0.09	0.00
Accounting (Architecture)	Karen Green	Project Accountant	0.17	0.18	0.18	0.14	0.00
Architecture	Arman Landi	Virtual Design Manager	0.09	0.10	0.21	0.09	0.00
OWA	Jessie Shell	Interior Designer	0.56	0.79	0.57	0.70	0.46
OWA	Fadi Garcia	Architecture Production	0.10	0.45	0.36	0.48	0.00
		<b>ARCHITECTURE FTE SUBTOTAL:</b>	<b>2.5</b>	<b>3.3</b>	<b>3.0</b>	<b>2.8</b>	<b>1.2</b>
Estimating	Mark Mendelson	Director of Preconstruction	0.03	0.10	0.11	0.23	0.00
Envision Estimating	Alexis Mercer	Estimator	0.22	0.34	0.30	0.46	0.00
		<b>ESTIMATING FTE SUBTOTAL:</b>	<b>0.3</b>	<b>0.4</b>	<b>0.4</b>	<b>0.7</b>	<b>0</b>
Architecture	Bryan Wilson	Project Director	0.05	0.06	0.14	0.17	0.00
Preconstruction	Chris Claytor	Construction Project Manager	0.00	0.00	0.00	0.00	0.00
Preconstruction	Nigel Pull	Scheduler	0.00	0.00	0.07	0.08	0.00
Preconstruction	Kevin Reardon	Regional General Superintendent	0.00	0.07	0.06	0.04	0.00
		<b>PRECONSTRUCTION FTE SUBTOTAL:</b>	<b>0.0</b>	<b>0.1</b>	<b>0.3</b>	<b>0.3</b>	<b>0.0</b>
		<b>PROJECT FTE TOTALS:</b>	<b>2.8</b>	<b>3.9</b>	<b>3.6</b>	<b>3.8</b>	<b>1.2</b>



## 30% Design Fee

Project Fee Proposal - The Beck Group													
30% DESIGN													
Airsides A, C, and F Restroom Refurbishment and Expansion													
HCAA Project Nos. 8300 20													
1/27/20													
Scope/Task		PD	CPM	GS	RS	DP	Position	Position	Position	Position	Position		Total
		Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours		
<b>Preconstruction and Estimating Services</b>													
<b>Task - 30%</b>													
1	Site Investigation/Existing Conditions, Verification, Logistics and Coordination	4	0	0	0	0							4
2	Scheduling, Phasing, Logistics	4	0	0	0	0							4
3	Cost Modeling, Analysis, Estimating	4	0	0	0	8							12
4	Internal Design Meetings and Coordination	2	0	0	0	4							6
5	Alternate Systems and Material Evaluations	4	0	0	0	0							4
6	Constructability Feedback, Reviews and Verification	4	0	0	0	0							4
7	QA/QC	4	0	0	0	4							8
8	Prefabrication Review - Cost evaluations, Phasing, Logistics	4	0	0	0	4							8
9	HCAA Meetings	4	0	0	0	2							6
<b>Subtotal Hours</b>		34	0	0	0	22	0	0	0	0	0		56
Rate		\$ 108.16	\$ 72.07	\$ 103.95	\$ 45.40	\$ 102.20							
Subtotal Direct Labor		\$ 3,677	\$ -	\$ -	\$ -	\$ 2,248	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 5,926
Subtotal Burdened Labor @			2.62										\$ 15,526

Project Fee Proposal - Beck Architecture													
30% DESIGN													
Airsides A, C, and F Restroom Refurbishment and Expansion													
HCAA Project Nos. 8300 20													
1/27/20													
Scope/Task		DM	DPM	PA	ID	PAM	VDM	Position	Position	Position	Position		Total
		Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours		
<b>Basic Design Services</b>													
<b>Task - 30%</b>													
1	Site Investigation/Existing Conditions, Verification, Logistics and Coordination	8	8	80	0	0	0						96
2	Scheduling, Phasing, Logistics	8	8	18	0	0	0						34
3	As Built Verification, Review, Documentation	8	16	56	0	0	8						88
4	Consultant Coordination	12	18	80	0	0	0						110
5	Project Management, Tracking, & Coordination	32	16	4	5	4	0						61
6	BIM Model Development, Production	0	10	96	0	0	30						136
7	Design Process and Presentations	80	36	96	0	0	0						212
8	Code Review/AHJ Coordination	18	28	28	8	0	0						82
9	Interior Design	18	10	16	8	0	12						64
10	Technology Evaluation and Presentations	12	4	24	8	0	0						48
11	Preconstruction/Estimating Coordination	12	4	8	2	4	0						30
12	Sustainability Design and Implementation	10	8	10	8	0	0						36
13	Specifications and Coordination	8	12	48	8	4	0						80
14	QA/QC Process	18	24	30	8	16	10						106
15	HCAA Meetings	32	16	16	8	5	4						81
16	Account Management	2	0	0	0	96	0						98
<b>Subtotal Hours</b>		278	218	610	63	129	64	0	0	0	0		1362
Rate		\$ 96.91	\$ 59.40	\$ 45.71	\$ 45.00	\$ 39.00	\$ 43.27						
Subtotal Direct Labor		\$ 26,941	\$ 12,949	\$ 27,883	\$ 2,835	\$ 5,031	\$ 2,769	\$ -	\$ -	\$ -	\$ -		\$ 78,409
Subtotal Burdened Labor @			2.88										\$ 225,817

## 30% Design Fee

<b>Project Fee Proposal - OWA Architects Team</b>													
<b>30% DESIGN</b>													
Airsides A, C, and F Restroom Refurbishment and Expansion													
HCAA Project Nos. 8300 20													
1/27/20													
Scope/Task		ID	ARCH	Position	Position	Position	Position	Position	Position	Position	Position	Position	Total
Basic Design Services		Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	
Task -30%													
1	Interior Design	132	0										132
2	Design Coordination and Meetings	42	18										60
3	Design Production and Implementation	164	48										212
4	HCAA Meetings	32	0										32
5	Specifications and Coordination	36	4										40
6	QA/QC Process	8	8										16
<b>Subtotal Hours</b>		414.00	78.00	-	-	-	-	-	-	-	-	-	492
Rate		\$ 45.67	\$ 45.67				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Subtotal Direct Labor		\$ 18,907	\$ 3,562	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 22,470
Subtotal Burdened Labor @			1.83										\$ 41,119

<b>Project Fee Proposal - VoltAir Engineering Team</b>													
<b>30% DESIGN</b>													
Airsides A, C, and F Restroom Refurbishment and Expansion													
HCAA Project Nos. 8300 20													
1/27/20													
Scope/Task		Principal	Sr. Mechanical Engineer	Dir. Mechanical Engineering	Engineer II	Dir. Electrical Engineering	Engineer I	Dir. Plumbing, Fire Protection	Administrator	CAD Designer II	Position		Total
Basic Design Services		Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours		
Task - 30%													
1	Mechanical Design and QC		28	4		0	52	0	8	24			116
2	Electrical and Technology Design and QC		0	0		8	60	0	8	24			100
3	Plumbing Design and QC		0	0		0	112	16	8	72			208
4	Fire Protection, Fire Alarm Design and QC		0	0		0	32	4	8	24			68
5	Coordination		4	0		0	8	4	0	0			16
6	HCAA Meetings		8	0		0	8	0	0	0			16
													0
													0
													0
													0
													0
													0
													0
													0
<b>Subtotal Hours</b>		-	40.00	4.00	-	8.00	272.00	24.00	32.00	144.00	-		524
Rate		\$ 85.72	\$ 58.85	\$ 64.37	\$ 37.13	\$ 79.73	\$ 34.47	\$ 53.02	\$ 32.79	\$ 46.40	\$ -		
Subtotal Direct Labor		\$ -	\$ 2,354	\$ 257	\$ -	\$ 638	\$ 9,376	\$ 1,272	\$ 1,049	\$ 6,682	\$ -		\$ 21,629
Subtotal Burdened Labor @			2.30										\$ 49,746

## 30% Design Fee

Project Fee Proposal - Masters Consulting Engineers Team													
30% DESIGN													
Airsides A, C, and F Restroom Refurbishment and Expansion													
HCAA Project Nos. 8300 20													
1/27/20													
Scope/Task		Sr. Principal Engineer	Principal Engineer	Senior Engineer	Engineer	Senior CAD Technicians	CAD Technician	Administration / Accounting	Administration / Marketing	Position	Position		Total
Basic Design Services	Task - 30%	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	
1	Airside C review of existing Conditions and Analysis	20	0	36	36	0	0	0					92
2	Airside C building expansion to enlarge south bathrooms	16	0	32	32	28	0	0					108
3	Vanity Support designs- Airside C,F and A	1	0	2	8	8	0	0					19
4	Bathroom Walls bracing-Airside C, F and A	1	0	2	8	8	0	0					19
5	Bathroom Stalls support-Airside C,F and A	1	0	2	8	8	0	0					19
6	QA/QC Internal Peer Review	4	4	4	0	0	0	0					12
7	Prepare deliverable documents	0	0	2	4	8	0	1					15
8	HCAA Meetings	8	0	4	0	0	0	0					12
													0
													0
													0
													0
													0
<b>Subtotal Hours</b>		51.00	4.00	84.00	96.00	60.00	-	1.00	-	-	-	-	296
Rate		\$ 74.21	\$ 46.19	\$ 42.91	\$ 29.28	\$ 28.67	\$ 17.85	\$ 29.40	\$ -	\$ -	\$ -	\$ -	
Subtotal Direct Labor		\$ 3,785	\$ 185	\$ 3,604	\$ 2,811	\$ 1,720	\$ -	\$ 29	\$ -	\$ -	\$ -	\$ -	\$ 12,134
Subtotal Burdened Labor @			2.78										\$ 33,734

Project Fee Proposal - Envision													
30% DESIGN													
Airsides A, C, and F Restroom Refurbishment and Expansion													
HCAA Project Nos. 8300 20													
1/27/20													
Scope/Task		Estimator	Position	Position	Position	Position	Position	Position	Position	Position	Position	Position	Total
Preconstruction/Estimating	Task - 30%	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	
1	Scheduling, Phasing, Logistics	24											24
2	Cost Modeling, Analysis, Estimating	120											120
3	Internal Design Meetings and Coordination	20											20
													0
													0
<b>Subtotal Hours</b>		164.00	-	-	-	-	-	-	-	-	-	-	164
Rate		\$ 27.88											
Subtotal Direct Labor		\$ 4,572	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,572
Subtotal Burdened Labor @			2.51										\$ 11,477

## 60% Design Fee

Project Fee Proposal - The Beck Group												
60% DESIGN												
Airsides A, C, and F Restroom Refurbishment and Expansion												
HCAA Project Nos. 8300 20												
1/27/20												
Scope/Task		PD	CPM	GS	RS	DP	Position	Position	Position	Position	Position	Total
Preconstruction and Estimating Services		Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	
Task - 60%												
1	Site Investigation/Existing Conditions, Verification, Logistics and Coordination	4	0	0	0	2						6
2	Scheduling, Phasing, Logistics	4	0	0	40	0						44
3	Cost Modeling, Analysis, Estimating	4	0	0	0	40						44
4	Internal Design Meetings and Coordination	4	0	0	4	8						16
5	Alternate Systems and Material Evaluations	4	0	0	0	4						8
6	Constructability Feedback, Reviews and Verification	4	0	0	0	4						8
7	QA/QC	12	0	0	0	8						20
9	HCAA Meetings	8	0	0	2	4						14
												0
	<b>Subtotal Hours</b>	44	0	0	46	70	0	0	0	0	0	160
	Rate	\$ 108.16	\$ 72.07	\$ 103.95	\$ 45.40	\$ 102.20						
	Subtotal Direct Labor	\$ 4,759	\$ -	\$ -	\$ 2,088	\$ 7,154	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,001
	Subtotal Burdened Labor @		2.62									\$ 36,684

Project Fee Proposal - Beck Architecture												
60% DESIGN												
Airsides A, C, and F Restroom Refurbishment and Expansion												
HCAA Project Nos. 8300 20												
1/27/20												
Scope/Task		DM	DPM	PA	ID	PAM	VDM	Position	Position	Position	Position	Total
Basic Design Services		Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	
Task - 30%												
1	Site Investigation/Existing Conditions, Verification, Logistics and Coordination	12	0	16	0	0	0					28
2	Scheduling, Phasing, Logistics	8	4	2	0	0	0					14
3	As Built Verification, Review, Documentation	4	2	16	0	0	8					30
4	Consultant Coordination	22	16	96	8	0	0					142
5	Project Management, Tracking, & Coordination	36	24	12	0	0	0					72
6	BIM Model Development, Document Production	0	80	340	0	0	56					476
7	Design Process and Presentations	84	16	36	16	0	0					152
8	Code Review/AHJ Coordination	8	8	18	2	0	0					36
9	Interior Design	12	2	8	18	0	0					40
10	Preconstruction/Estimating Coordination	16	4	8	2	0	0					30
11	Sustainability Design and Implementation	8	4	8	8	0	0					28
12	Specifications and Coordination	8	10	82	16	0	0					116
13	QA/QC Process	24	16	24	8	8	4					84
14	HCAA Meetings	24	18	8	8	2	1					61
15	Account Management	2	0	0	0	116	0					118
	<b>Subtotal Hours</b>	268	204	674	86	126	69	0	0	0	0	1427
	Rate	\$ 96.91	\$ 59.40	\$ 45.71	\$ 45.00	\$ 39.00	\$ 43.27					
	Subtotal Direct Labor	\$ 25,972	\$ 12,118	\$ 30,809	\$ 3,870	\$ 4,914	\$ 2,986	\$ -	\$ -	\$ -	\$ -	\$ 80,668
	Subtotal Burdened Labor @		2.88									\$ 232,323

## 60% Design Fee

<b>Project Fee Proposal - OWA Architects Team</b>												
<b>60% DESIGN</b>												
Airsides A, C, and F Restroom Refurbishment and Expansion												
HCAA Project Nos. 8300 20												
1/27/20												
Scope/Task	ID	ARCH	Position	Position	Position	Position	Position	Position	Position	Position	Position	Total
Basic Design Services	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	
Task - 60%												
1 Interior Design	220	48										268
2 Design Coordination and Meetings	58	24										82
3 Design Production and Implementation	184	220										404
4 HCAA Meetings	18	0										18
5 Specifications and Coordination	48	12										60
6 QA/QC Process	16	4										20
<b>Subtotal Hours</b>	<b>544.00</b>	<b>308.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>852</b>
Rate	\$ 45.67	\$ 45.67	\$ 25.96	\$ 20.19	\$ 18.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Subtotal Direct Labor	\$ 24,844	\$ 14,066	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 38,911
Subtotal Burdened Labor @		1.83										\$ 71,207

<b>Project Fee Proposal - VoltAir Engineering Team</b>												
<b>60% DESIGN</b>												
Airsides A, C, and F Restroom Refurbishment and Expansion												
HCAA Project Nos. 8300 20												
1/27/20												
Scope/Task	Principal	Sr. Mechanical Engineer	Dir. Mechanical Engineering	Engineer II	Dir. Electrical Engineering	Engineer I	Dir. Plumbing, Fire Protection	Administrator	CAD Designer II	Position		Total
Basic Design Services	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours		
Task - 60%												
1 Mechanical Design and QC	4	50	8		0	44	0	16	38			160
2 Electrical and Technology Design and QC	4	0	0		10	44	0	16	40			114
3 Plumbing Design and QC	4	0	0		0	72	12	16	72			176
4 Fire Protection, Fire Alarm Design and QC	2	0	0		0	40	6	16	36			100
5 Coordination	0	6	0		0	18	0	0	0			24
6 HCAA Meetings	2	4	0		2	6	4	0	0			18
							2					2
												0
												0
												0
												0
												0
												0
												0
<b>Subtotal Hours</b>	<b>16.00</b>	<b>60.00</b>	<b>8.00</b>	<b>-</b>	<b>12.00</b>	<b>224.00</b>	<b>24.00</b>	<b>64.00</b>	<b>186.00</b>	<b>-</b>	<b>-</b>	<b>594</b>
Rate	\$ 85.72	\$ 58.85	\$ 64.37	\$ 37.13	\$ 79.73	\$ 34.47	\$ 53.02	\$ 32.79	\$ 46.40	\$ -	\$ -	
Subtotal Direct Labor	\$ 1,372	\$ 3,531	\$ 515	\$ -	\$ 957	\$ 7,721	\$ 1,272	\$ 2,099	\$ 8,630	\$ -	\$ -	\$ 26,097
Subtotal Burdened Labor @		2.30										\$ 60,023

# 60% Design Fee

Project Fee Proposal - Masters Consulting Engineers Team												
60% DESIGN												
Airsides A, C, and F Restroom Refurbishment and Expansion												
HCAA Project Nos. 8300 20												
1/27/20												
Scope/Task		Sr. Principal Engineer	Principal Engineer	Senior Engineer	Engineer	Senior CAD Technicians	CAD Technician	Administration / Accounting	Administration / Marketing	Position	Position	Total
Basic Design Services		Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	
Task - 60%												
1 Airside C review of existing Conditions and Analysis		2	0	4	0	0						6
2 Airside C building expansion to enlarge south		10	0	36	40	40						126
3 Vanity Support designs- Airside C,F and A		1	0	2	6	8						17
4 Bathroom Walls bracing-Airside C, F and A		1	0	2	6	8						17
5 Bathroom Stalls support-Airside C,F and A		1	0	2	6	8						17
6 QA/QC Internal Peer Review		4	4	4	0	0						12
7 Prepare deliverable documents		0	0	2	0	4		1				7
8 HCAA Meetings		2	0	4	0	0						6
												0
												0
												0
												0
												0
<b>Subtotal Hours</b>		21.00	4.00	56.00	58.00	68.00	-	1.00	-	-	-	208
<b>Rate</b>		\$ 74.21	\$ 46.19	\$ 42.91	\$ 29.28	\$ 28.67	\$ 17.85	\$ 29.40	\$ 27.26	\$ -	\$ -	
<b>Subtotal Direct Labor</b>		\$ 1,558	\$ 185	\$ 2,403	\$ 1,698	\$ 1,950	\$ -	\$ 29	\$ -	\$ -	\$ -	\$ 7,823
<b>Subtotal Burdened Labor @</b>			2.78									\$ 21,749

Project Fee Proposal - Envision												
60% DESIGN												
Airsides A, C, and F Restroom Refurbishment and Expansion												
HCAA Project Nos. 8300 20												
1/27/20												
Scope/Task		Estimator	Position	Position	Position	Position	Position	Position	Position	Position	Position	Total
Preconstruction/Estimating		Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	
Task - 30%												
1 Scheduling, Phasing, Logistics		24										24
2 Cost Modeling, Analysis, Estimating		186										186
3 Internal Design Meetings and Coordination		24										24
												0
												0
<b>Subtotal Hours</b>		234.00	-	-	-	-	-	-	-	-	-	234
<b>Rate</b>		\$ 27.88										
<b>Subtotal Direct Labor</b>		\$ 6,524	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,524
<b>Subtotal Burdened Labor @</b>			2.51									\$ 16,375

## 90% Design Fee

<b>Project Fee Proposal - The Beck Group</b>												
<b>90% DESIGN</b>												
Airsides A, C, and F Restroom Refurbishment and Expansion												
HCAA Project Nos. 8300 20												
1/27/20												
Scope/Task		PD	CPM	GS	RS	DP	Position	Position	Position	Position	Position	Total
Preconstruction and Estimating Services		Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	
Task - 90%												
1 Existing Conditions Verification/Review		4	0	4	0	0						8
2 Scheduling, Phasing, Logistics		18	0	8	40	0						66
3 Cost Modeling, Analysis, Estimating		10	0	0	0	64						74
4 Internal Design Meetings and Coordination		18	0	4	2	8						32
5 Alternate Systems and Material Evaluations		8	0	0	0	8						16
6 Constructability Feedback, Reviews and Verification		18	0	18	0	0						36
7 QA/QC		20	0	16	2	4						42
9 HCAA Meetings		16	0	4	2	4						26
												0
												0
<b>Subtotal Hours</b>		112	0	54	46	88	0	0	0	0	0	300
	Rate	\$ 108.16	\$ 72.07	\$ 103.95	\$ 45.40	\$ 102.20						
	Subtotal Direct Labor	\$ 12,114	\$ -	\$ 5,613	\$ 2,088	\$ 8,994	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 28,809
	Subtotal Burdened Labor @		2.62									\$ 75,480

<b>Project Fee Proposal - Beck Architecture</b>												
<b>90% DESIGN</b>												
Airsides A, C, and F Restroom Refurbishment and Expansion												
HCAA Project Nos. 8300 20												
1/27/20												
Scope/Task		DM	DPM	PA	ID	PAM	VDM	Position	Position	Position	Position	Total
Basic Design Services		Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	
Task - 30%												
1 Existing Conditions Verification/Review		4	0	4	0	0	0					8
2 Scheduling, Phasing, Logistics		16	8	4	0	0	12					40
3 As Built Verification, Review, Documentation		4	2	2	2	0	0					10
4 Consultant Coordination		16	36	140	0	0	0					192
5 Project Management, Tracking, & Coordination		64	86	0	0	0	0					150
6 BIM Model Development, Document Production, Coordination		4	28	490	0	0	148					670
7 Design Process and Presentations		38	12	18	8	0	6					82
8 Code Review/AHJ Coordination		16	31	24	0	0	0					71
9 Interior Design		8	0	4	36	0	0					48
10 Preconstruction/Estimating Coordination		12	0	12	8	0	0					32
11 Sustainability Design and Implementation		4	4	8	8	0	0					24
12 Specifications and Coordination		16	16	38	8	0	0					78
13 QA/QC Process		32	16	16	8	8	4					84
14 HCAA Meetings		17	10	8	8	1	1					45
15 Account Management		4	0	0	0	140	0					144
<b>Subtotal Hours</b>		255	249	768	86	149	171	0	0	0	0	1678
	Rate	\$ 96.91	\$ 59.40	\$ 45.71	\$ 45.00	\$ 39.00	\$ 43.27					
	Subtotal Direct Labor	\$ 24,712	\$ 14,791	\$ 35,105	\$ 3,870	\$ 5,811	\$ 7,399	\$ -	\$ -	\$ -	\$ -	\$ 91,688
	Subtotal Burdened Labor @		2.88									\$ 264,062

## 90% Design Fee

<b>Project Fee Proposal - OWA Architects Team</b>												
<b>90% DESIGN</b>												
Airsides A, C, and F Restroom Refurbishment and Expansion												
HCAA Project Nos. 8300 20												
1/27/20												
Scope/Task	Interior Design	Architect	Position	Position	Position	Position	Position	Position	Position	Position	Position	Total
Basic Design Services	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	
Task - 90%												
1 Interior Design	148	18	0	0	0							166
2 Design Coordination and Meetings	64	24	0	0	0							88
3 Design Production and Implementation	196	248	0	0	0							444
4 HCAA Meetings	12	0	0	0	0							12
5 Specifications and Coordination	32	8										40
6 QA/QC Process	16	0										16
<b>Subtotal Hours</b>	<b>468.00</b>	<b>298.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>766</b>
Rate	\$ 45.67	\$ 45.67	\$ 25.96	\$ 20.19	\$ 18.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Subtotal Direct Labor	\$ 21,374	\$ 13,610	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 34,983
Subtotal Burdened Labor @		1.83										\$ 64,019

<b>Project Fee Proposal - VoltAir Engineering Team</b>												
<b>90% DESIGN</b>												
Airsides A, C, and F Restroom Refurbishment and Expansion												
HCAA Project Nos. 8300 20												
1/27/20												
Scope/Task	Principal	Sr. Mechanical Engineer	Dir. Mechanical Engineering	Engineer II	Dir. Electrical Engineering	Engineer I	Dir. Plumbing, Fire Protection	Administrator	CAD Designer II	Position	Position	Total
Basic Design Services	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	
Task - 90%												
1 Mechanical Design & QC	4	44	16		0	50	0	16	40			170
2 Electrical and Technology Design & QC	4	0	0		12	50	0	16	48			130
3 Plumbing Design & QC	4	0	0		0	76	20	16	80			196
4 Fire Protection, Fire Alarm Design and QC	4	0	0		0	40	8	16	42			110
5 Coordination	0	8	0		4	12	0	0	0			24
6 HCAA Meetings	0	8	0		0	12	0	0	0			20
												0
												0
												0
												0
												0
												0
												0
												0
												0
<b>Subtotal Hours</b>	<b>16.00</b>	<b>60.00</b>	<b>16.00</b>	<b>-</b>	<b>16.00</b>	<b>240.00</b>	<b>28.00</b>	<b>64.00</b>	<b>210.00</b>	<b>-</b>	<b>-</b>	<b>650</b>
Rate	\$ 85.72	\$ 58.85	\$ 64.37	\$ 37.13	\$ 79.73	\$ 34.47	\$ 53.02	\$ 32.79	\$ 46.40	\$ -	\$ -	
Subtotal Direct Labor	\$ 1,372	\$ 3,531	\$ 1,030	\$ -	\$ 1,276	\$ 8,273	\$ 1,485	\$ 2,099	\$ 9,744	\$ -	\$ -	\$ 28,808
Subtotal Burdened Labor @		2.30										\$ 66,258





# 100% Design Fee

Project Fee Proposal - The Beck Group Team													
100% DESIGN													
Airsides A, C, and F Restroom Refurbishment and Expansion													
HCAA Project Nos. 8300 20													
1/27/20													
Scope/Task		PD	CPM	GS	RS	DP	Position	Position	Position	Position	Position		Total
Preconstruction and Estimating Services		Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours		
Task - 90%													
1	Site Investigation/Existing Conditions, Verification, Logistics and Coordination	0	0	2	0	0							2
2	Scheduling, Phasing, Logistics	4	0	8	12	0							24
3	Cost Modeling, Analysis, Estimating	4	0	0	0	36							40
4	Internal Design Meetings and Coordination	8	0	0	4	4							16
5	Alternate Systems and Material Evaluations	8	0	0	0	2							10
6	Constructability Feedback, Reviews and Verification	8	0	8	0	2							18
7	QA/QC	6	0	8	2	8							24
9	HCAA Meetings	12	0	2	1	4							19
10	Trade Workshops, Scope Review, and Coordination	18	0	8	0	32							58
11	Subcontractor Bid Review	12	0	0	0	24							36
<b>Subtotal Hours</b>		80	0	36	19	112	0	0	0	0	0		247
Rate		\$ 108.16	\$ 72.07	\$ 103.95	\$ 45.40	\$ 102.20							
Subtotal Direct Labor		\$ 8,653	\$ -	\$ 3,742	\$ 863	\$ 11,446	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 24,704
Subtotal Burdened Labor @			2.88										\$ 71,148

100% DESIGN													
Airsides A, C, and F Restroom Refurbishment and Expansion													
HCAA Project Nos. 8300 20													
1/27/20													
Scope/Task		DM	DPM	PA	ID	PAM	VDM	Position	Position	Position	Position		Total
Basic Design Services		Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours		
Task - 30%													
1	Trade Workshops, Scope Review and Coordination	8	8	16	0	0	0						32
2	Scheduling, Phasing, Logistics	4	4	2	0	0	0						10
3	Subcontractor Bid review	8	8	16	0	0	0						32
4	Consultant Coordination	4	24	38	0	0	0						66
5	Project Management, Tracking, & Coordination	18	24	12	0	0	0						54
6	BIM Model, Document Production, Coordination; Clashing	4	24	112	8	0	40						188
7	Design Process and Presentations	16	18	16	4	0	0						54
8	Code Review/AHJ Coordination	8	4	12	4	0	0						28
9	Interior Design	8	4	8	8	0	0						28
10	Preconstruction/Estimating Coordination	16	4	8	0	0	0						28
11	Sustainability Design and Implementation	0	0	4	0	0	0						4
12	Specifications and Coordination	16	8	64	8	0	0						96
13	QA/QC Process	16	8	30	8	8	4						74
14	HCAA Meetings	12	4	8	4	0	0						28
15	Account Management	2	0	0	0	60	0						62
<b>Subtotal Hours</b>		140	142	346	44	68	44	0	0	0	0		784
Rate		\$ 96.91	\$ 59.40	\$ 45.71	\$ 45.00	\$ 39.00	\$ 43.27						
Subtotal Direct Labor		\$ 13,567	\$ 8,435	\$ 15,816	\$ 1,980	\$ 2,652	\$ 1,904	\$ -	\$ -	\$ -	\$ -		\$ 44,354
Subtotal Burdened Labor @			2.88										\$ 127,739

# 100% Design Fee

Project Fee Proposal - OWA Architects Team												
100% DESIGN												
Airsides A, C, and F Restroom Refurbishment and Expansion												
HCAA Project Nos. 8300 20												
1/27/20												
Scope/Task	Interior Design	Architect	Position	Position	Position	Position	Position	Position	Position	Position	Position	Total
Basic Design Services	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	
Task - 100%												
1 Interior Design	82	0										82
2 Design Coordination and Meetings	40	4										44
3 Design Production and Implementation	148	220										368
4 HCAA Meetings	4	0										4
5 Specifications and Coordination	48	4										52
6 QA/QC Process	16	0										16
<b>Subtotal Hours</b>	338.00	228.00	-	-	-	-	-	-	-	-	-	566
Rate	\$ 45.67	\$ 45.67	\$ 25.96	\$ 20.19	\$ 18.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Subtotal Direct Labor	\$ 15,436	\$ 10,413	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,849
Subtotal Burdened Labor @		1.83										\$ 47,304

Project Fee Proposal - VoltAir Engineering Team												
100% DESIGN												
Airsides A, C, and F Restroom Refurbishment and Expansion												
HCAA Project Nos. 8300 20												
1/27/20												
Scope/Task	Principal	Sr. Mechanical Engineer	Dir. Mechanical Engineering	Engineer II	Dir. Electrical Engineering	Engineer I	Dir. Plumbing, Fire Protection	Administrator	CAD Designer II	Sr. Electrical Engineer		Total
Basic Design Services	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	
Task - 100%												
1 Mechanical Design			4	8					24	0		36
2 Electrical and Technology Design				8	4				24			36
3 Plumbing Design				8			8		24			40
4 Fire Protection, Fire Alarm Design				8			8		24			40
												0
												0
												0
												0
												0
												0
												0
												0
<b>Subtotal Hours</b>	-	-	4.00	32.00	4.00	-	16.00	-	96.00	-	-	152
Rate	\$ 85.72	\$ 58.85	\$ 64.37	\$ 37.13	\$ 79.73	\$ 34.47	\$ 53.02	\$ 32.79	\$ 46.40	\$ 58.85		
Subtotal Direct Labor	\$ -	\$ -	\$ 257	\$ 1,188	\$ 319	\$ -	\$ 848	\$ -	\$ 4,454	\$ -		\$ 7,067
Subtotal Burdened Labor @			2.30									\$ 16,255

# 100% Design Fee

Project Fee Proposal - Masters Consulting Engineers Team												
100% DESIGN												
Airsides A, C, and F Restroom Refurbishment and Expansion												
HCAA Project Nos. 8300 20												
1/27/20												
Scope/Task		Sr. Principal Engineer	Principal Engineer	Senior Engineer	Engineer	Senior CAD Technicians	CAD Technician	Administration / Accounting	Administration / Marketing	Position	Position	Total
		Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	
Basic Design Services												
Task - 100%												
1	Airside C review of existing Conditions and Analysis	2		2								4
2	Airside C building expansion to enlarge south bathrooms	12		20	24	24						80
3	Vanity Support designs- Airside C,F and A	1		2	2	4						9
4	Bathroom Walls bracing-Airside C, F and A	1		2	2	4						9
5	Bathroom Stalls support-Airside C,F and A	1		1	2	4						8
6	QA/QC Internal Peer Review	4	4	4								12
7	Prepare deliverable documents			2		4		1				7
												0
												0
												0
												0
												0
												0
	<b>Subtotal Hours</b>	21.00	4.00	33.00	30.00	40.00	-	1.00	-	-	-	129
	<b>Rate</b>	\$ 74.21	\$ 46.19	\$ 42.91	\$ 29.28	\$ 28.67	\$ 17.85	\$ 29.40	\$ 27.26	\$ -	\$ -	
	<b>Subtotal Direct Labor</b>	\$ 1,558	\$ 185	\$ 1,416	\$ 878	\$ 1,147	\$ -	\$ 29	\$ -	\$ -	\$ -	\$ 5,214
	<b>Subtotal Burdened Labor @</b>		2.78									\$ 14,494

Project Fee Proposal - Envision												
100% DESIGN												
Airsides A, C, and F Restroom Refurbishment and Expansion												
HCAA Project Nos. 8300 20												
1/27/20												
Scope/Task		Estimator	Position	Position	Position	Position	Position	Position	Position	Position	Position	Total
		Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	
Preconstruction/Estimating												
Task - 30%												
1	Scheduling, Phasing, Logistics	16										16
2	Cost Modeling, Analysis, Estimating	180										180
3	Internal Design Meetings and Coordination	24										24
												0
												0
	<b>Subtotal Hours</b>	220.00	-	-	-	-	-	-	-	-	-	220
	<b>Rate</b>	\$ 27.88										
	<b>Subtotal Direct Labor</b>	\$ 6,134	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,134
	<b>Subtotal Burdened Labor @</b>		2.51									\$ 15,395

## Construction Administration Fee

<b>Project Fee Proposal - The Beck Group Team</b>													
<b>CONSTRUCTION ADMINISTRATION</b>													
Airsides A, C, and F Restroom Refurbishment and Expansion													
HCAA Project Nos. 8300 20													
1/27/20													
Scope/Task			DM	DPM	PA	ID	PAM	VDM	Position	Position	Position	Position	Total
			Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	
Basic Design Services													
Task - CA-													
1	CA Services		24	64	142	0	0	0	0	0	0	0	230
2	Shop Drawing/Submittal Review		18	72	96	0	0	0	0	0	0	0	186
3	Periodic Site Visits / Field Reports		12	24	142	0	0	0	0	0	0	0	178
4	Quality Control		18	12	72	0	0	0	0	0	0	0	102
5	Record Documents		0	16	108	0	0	0	0	0	0	0	124
6	BIM coordination-team meetings		8	0	48	0	0	0	0	0	0	0	56
7	Construction Meetings		16	16	64	0	0	0	0	0	0	0	96
8	Periodic Compliance Reports		18	24	48	0	0	0	0	0	0	0	90
9	Project Management, Tracking, & Coordination		72	92	84	0	0	0	0	0	0	0	248
10	Project Financial Administration		8	16	0	0	0	0	0	0	0	0	24
11	Client meetings		18	0	48	8	0	0	0	0	0	0	74
12	AHJ inspections		0	0	36	0	0	0	0	0	0	0	36
<b>Subtotal Hours</b>			212	336	888	8	0	0	0	0	0	0	1444
Rate			\$ 96.91	\$ 59.40	\$ 45.71	\$ 45.00	\$ 39.00	\$ 43.27					
Subtotal Direct Labor			\$ 20,545	\$ 19,958	\$ 40,590	\$ 360	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 81,454
Subtotal Burdened Labor @				2.88									\$ 234,587

<b>Project Fee Proposal - OWA Architects Team</b>													
<b>CONSTRUCTION ADMINISTRATION</b>													
Airsides A, C, and F Restroom Refurbishment and Expansion													
HCAA Project Nos. 8300 20													
1/27/20													
Scope/Task			ID	Arch	Project Architect	Architect Intern	Architect Intern	Position	Position	Position	Position	Position	Total
			Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	
Basic Design Services													
Task - CA													
1	CA Services		186	0	0	0	0						186
2	Shop Drawing/Submittal Review		132	0	0	0	0						132
3	Periodic Site Visits / Field Reports		88	0	0	0	0						88
4	Quality Control		74	0	0	0	0						74
5	Record Documents		142	0	0	0	0						142
6	BIM coordination-team meetings		48	0	0	0	0						48
7	Construction Meetings		42	0	0	0	0						42
8	Periodic Compliance Reports		42	0	0	0	0						42
9	Project Management, Tracking, & Coordination		96	0	0	0	0						96
10	Project Financial Administration		32	0	0	0	0						32
11	Client meetings		48	0	0	0	0						48
12	AHJ inspections		24	0	0	0	0						24
<b>Subtotal Hours</b>			954.40	-	-	-	-	-	-	-	-	-	954
Rate			\$ 45.67	\$ 45.67	\$ 25.96	\$ 20.19	\$ 18.00	\$ -	\$ -	\$ -	\$ -	\$ -	
Subtotal Direct Labor			\$ 43,587	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 43,587
Subtotal Burdened Labor @				1.83									\$ 79,765

## Construction Administration Fee

<b>Project Fee Proposal - VoltAir Engineering Team</b>													
<b>CONSTRUCTION ADMINISTRATION</b>													
Airsides A, C, and F Restroom Refurbishment and Expansion													
HCAA Project Nos. 8300 20													
1/27/20													
Scope/Task		Principal	Sr. Mechanical Engineer	Dir. Mechanical Engineering	Engineer II	Dir. Electrical Engineering	Engineer I	Dir. Plumbing, Fire Protection	Administrator	CAD Designer II	Sr. Electrical Engineer		Total
Basic Design Services		Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	
Task - CA													
1	CA Services	8											8
2	Shop Drawing/Submittal Review		60	8	60	8		8			60		204
3	Periodic Site Visits / Field Reports				80		80						160
4	Quality Control												0
5	Record Documents									32			32
6	BIM coordination-team meetings									60			60
7	Construction Meetings				120								120
8	Periodic Compliance Reports		32								32		64
9	Project Management, Tracking, & Coordination			4		4		8					16
10	Project Financial Administration	8							40				48
11	Client meetings		16								16		32
12	AHJ inspections												0
<b>Subtotal Hours</b>		16.00	108.00	12.00	260.00	12.00	80.00	16.00	40.00	92.00	108.00		744
Rate		\$ 85.72	\$ 58.85	\$ 64.37	\$ 37.13	\$ 79.73	\$ 34.47	\$ 53.02	\$ 32.79	\$ 46.40	\$ 58.85		
Subtotal Direct Labor		\$ 1,372	\$ 6,356	\$ 772	\$ 9,654	\$ 957	\$ 2,758	\$ 848	\$ 1,312	\$ 4,269	\$ 6,356		\$ 34,652
Subtotal Burdened Labor @			2.30										\$ 79,701

<b>Project Fee Proposal - Masters Consulting Engineers Team</b>													
<b>CONSTRUCTION ADMINISTRATION</b>													
Airsides A, C, and F Restroom Refurbishment and Expansion													
HCAA Project Nos. 8300 20													
1/27/20													
Scope/Task		Sr. Principal Engineer	Principal Engineer	Senior Engineer	Engineer	Senior CAD Technicians	CAD Technician	Administration / Accounting	Administration / Marketing	Position	Position		Total
Basic Design Services		Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	
Task - CA													
1	CA Services	8		16									24
2	Shop Drawing/Submittal Review				40								40
3	Periodic Site Visits / Field Reports												0
4	Quality Control												0
5	Record Documents			4	8	8							20
6	BIM coordination-team meetings			8		8							16
7	Construction Meetings	16		72									88
8	Periodic Compliance Reports												0
9	Project Management, Tracking, & Coordination	8		16									24
10	Project Financial Administration							8					8
11	Client meetings	8		16									24
12	AHJ inspections												0
<b>Subtotal Hours</b>		40.00	-	132.00	48.00	16.00	-	8.00	-	-	-	-	244
Rate		\$ 74.21	\$ 46.19	\$ 42.91	\$ 29.28	\$ 28.67	\$ 17.85	\$ 29.40	\$ 27.26	\$ -	\$ -	\$ -	
Subtotal Direct Labor		\$ 2,968	\$ -	\$ 5,664	\$ 1,405	\$ 459	\$ -	\$ 235	\$ -	\$ -	\$ -		\$ 10,732
Subtotal Burdened Labor @			2.78										\$ 29,835

Reimbursable Expenses

Design and Bidding Expenses @ Design & Preconstruction

Firm	Expense	Unit Cost	Quantity	U.M.	Total
GENERAL					
The Beck Group	TPA Badging	\$ 2,000.00	1	Allow	\$ 2,000
The Beck Group	Copier and General Printing	\$ 750.00	12	Allow	\$ 9,000
The Beck Group	Reprographics/Milestone Prints	\$ 3,000.00	1	Allow	\$ 3,000
The Beck Group	Videos/4D scheduling	\$ 6,000.00	1	Allow	\$ 6,000
PARKING & VEHICLE COSTS					
The Beck Group	Preconstruction - 2 Visits per Month	\$ 22.00	26	Allow	\$ 572
The Beck Group	Design Team - 2 visits per week	\$ 22.00	111	Allow	\$ 2,442
The Beck Group	PM/Field Investigation Assessment Team - 1 visit per week	\$ 22.00	55	Allow	\$ 1,210
The Beck Group	PM/Construction Team - 1 visit per week	\$ 22.00	55	Allow	\$ 1,210
SITE INVESTIGATION					
The Beck Group	Equipment - articulating boom lift	\$ 5,000.00	1	Allow	\$ 5,000
The Beck Group	Equipment (barricades, signage, etc.)	\$ 3,500.00	1	Allow	\$ 3,500
The Beck Group	Small Tools	\$ 5,000.00	1	Allow	\$ 5,000
<b>Subtotal A: The Beck Group</b>					
					<b>\$ 38,934</b>
OWA Architects	TPA Badging	\$ 750.00	1	Allow	\$ 750
OWA Architects	Parking - 2 visits per week	\$ 22.00	98	Allow	\$ 2,156
OWA Architects	Reprographics, Printing	\$ 1,000.00	1	Allow	\$ 1,000
					\$ -
<b>Subtotal B: OWA Architects</b>					
					<b>\$ 3,906</b>
Envision	TPA Badging	\$ 750.00	1	Allow	\$ 750
Envision	Parking - 3 visits per month	\$ 22.00	36	Allow	\$ 792
Envision	Reprographics, Printing	\$ 1,000.00	1	Allow	\$ 1,000
Envision	WMBE Outreach Event	\$ 8,000.00	1	Allow	\$ 8,000
<b>Subtotal B: Envision</b>					
					<b>\$ 10,542</b>
Masters Consulting Engineers	TPA Badging	\$ 60.00	3	Allow	\$ 180
Masters Consulting Engineers	Parking - 2 visits per week	\$ 6.00	72	Allow	\$ 432
Masters Consulting Engineers	Reprographics, Printing	\$ 1,200.00	1	Allow	\$ 1,200
					\$ -
<b>Subtotal D: MCE</b>					
					<b>\$ 1,812</b>
Code Consultants Inc.	Code Consultant Allowance	\$ 12,500.00	1	Allow	\$ 12,500
					\$ -
<b>Subtotal E: Code Consultants Inc</b>					
					<b>\$ 12,500</b>
Beck Virtual Building Group (VBG)	Laser Scanning, Existing Conditions Modeling	\$ 50,000.00	1	Allow	\$ 50,000
					\$ -
<b>Subtotal G: VBG</b>					
					<b>\$ 50,000</b>
Specification Consultant	Spec Writer Allowance	\$ 10,000.00	1	Allow	\$ 10,000
					\$ -
<b>Subtotal H: Specification Consultant</b>					
					<b>\$ 10,000</b>
Utility/Civil Engineering	Utility/Civil Engineering Allowance	\$ 40,000.00	1	Allow	\$ 40,000
					\$ -
<b>Subtotal J: Utility/Civil Engineering</b>					
					<b>\$ 40,000</b>
Material Testing	Material Testing Allowance	\$ 10,000.00	1	Allow	\$ 10,000
					\$ -
<b>Subtotal L: Material Testing</b>					
					<b>\$ 10,000</b>
Acoustical Consultant	Acoustical Consultant	\$ 10,000.00	1	Allow	\$ 10,000
					\$ -
<b>Subtotal M: Acoustical Consultant</b>					
					<b>\$ 10,000</b>
<b>Total Reimbursable Expenses</b>					
					<b>\$ 187,694</b>

Construction Administration Expenses

Expense	Unit Cost	Quantity	U.M.	Total
GENERAL				
TPA Badge Renewal	\$ 500.00	1	LS	\$ 500
Copier and General Printing	\$ 750.00	19	MO	\$ 14,250
Reprographics	\$ 5,000.00	1	LS	\$ 5,000
PARKING				
Parking - Design Team (4 per wk - 19mo)	\$ 22.00	316	EA	\$ 6,952
<b>Subtotal A: The Beck Group</b>				
				<b>\$ 26,702</b>
TPA Badge Renewal	\$ 750.00	1	LS	\$ 750
Parking (4 per month - 19mo)	\$ 22.00	76	EA	\$ 1,672
Reprographics	\$ 1,500.00	1	LS	\$ 1,500
<b>Subtotal B: OWA Architects</b>				
				<b>\$ 3,922</b>
TPA Badge Renewal	\$ 750.00	1	LS	\$ 750
Parking (4 per month - 19mo)	\$ 22.00	76	EA	\$ 1,672
Reprographics	\$ 1,500.00	1	LS	\$ 1,500
<b>Subtotal B: Envision</b>				
				<b>\$ 3,922</b>
TPA Badge Renewal	\$ 750.00	1	LS	\$ 750
Parking (4 per month - 19mo)	\$ 22.00	76	EA	\$ 1,672
Reprographics	\$ 1,500.00	1	LS	\$ 1,500
<b>Subtotal D: MCE</b>				
				<b>\$ 3,922</b>
<b>Total Reimbursable Expenses</b>				
				<b>\$ 38,468</b>

Name	Job Title	Acronym	Raw Rate (\$/hour)	FAR Audited Overhead (\$/hr)	Profit (\$/hour)	Hourly Billing Rate (\$/hr)	Billing Multiplier
Beck Architecture							
				161.65%	10%		
Joe Harrington	Design Manager	DM	\$ 96.91	\$ 156.65	\$ 25.36	\$ 278.91	2.88
Mark Stenson	Design Project Manager	DPM	\$ 59.40	\$ 96.03	\$ 15.54	\$ 170.98	2.88
Sandra Cordova	Project Architect	PA	\$ 45.71	\$ 73.88	\$ 11.96	\$ 131.55	2.88
Emily Farrell	Interior Designer	ID	\$ 45.00	\$ 72.74	\$ 11.77	\$ 129.52	2.88
Karen Green	Sr. Project Accounting Manager	PAM	\$ 39.00	\$ 63.04	\$ 10.20	\$ 112.25	2.88
Arman Landi	Virtual Design Manager	VDM	\$ 43.27	\$ 69.95	\$ 11.32	\$ 124.54	2.88
				\$ -	\$ -	\$ -	
				\$ -	\$ -	\$ -	
				\$ -	\$ -	\$ -	
				\$ -	\$ -	\$ -	
				\$ -	\$ -	\$ -	
			\$ -	\$ -	\$ -	\$ -	
			\$ -	\$ -	\$ -	\$ -	
			\$ -	\$ -	\$ -	\$ -	



Name	Job Title	Acronym	Raw Rate (\$/hour)	FAR Audited Overhead (\$/hr)	Profit (\$/hour)	Hourly Billing Rate (\$/hr)	Billing Multiplier
HC Beck and Beck Architecture				161.65%	0%		
Bryan Wilson	Project Director	PD	\$ 108.16	\$ 174.84	\$ -	\$ 283.00	2.62
Chris Claytor	Construction Project Manager	CPM	\$ 72.07	\$ 116.50	\$ -	\$ 188.58	2.62
Kevin Reardon	General Superintendent	GS	\$ 103.95	\$ 168.03	\$ -	\$ 271.98	2.62
Nigel Pull	Regional Scheduler	RS	\$ 45.40	\$ 73.38	\$ -	\$ 118.78	2.62
Mark Mendelson	Director of Preconstruction	DP	\$ 102.20	\$ 165.21	\$ -	\$ 267.41	2.62
				\$ -	\$ -	\$ -	
				\$ -	\$ -	\$ -	
				\$ -	\$ -	\$ -	
				\$ -	\$ -	\$ -	
				\$ -	\$ -	\$ -	
				\$ -	\$ -	\$ -	
			\$ -	\$ -	\$ -	\$ -	
			\$ -	\$ -	\$ -	\$ -	
			\$ -	\$ -	\$ -	\$ -	

**VOLT AIR CONSULTING ENGINEERS, INC.**

Name	Job Title	Raw Rate (\$/hour)	FAR Audited Overhead (\$/hr)	Profit (\$/hour)	Hourly Billing Rate (\$/hr)	Billing Multiplier
			<b>109.00%</b>	<b>10%</b>		
Williams Kristie	Office Administrator	\$ 32.79	\$35.77	\$ 6.86	\$ 75.42	2.30
Wiegman Roger	CAD Coord/Office IT/Designer II	\$ 46.40	\$50.62	\$ 9.70	\$ 106.72	2.30
McGuirk Bill	Designer II	\$ 42.17	\$46.00	\$ 8.82	\$ 96.99	2.30
Crnkovich Gerry	Director of Electrical Engineering	\$ 79.73	\$86.98	\$ 16.67	\$ 183.38	2.30
Aquirre Maria	Engineer II	\$ 37.13	\$40.51	\$ 7.76	\$ 85.40	2.30
Joseph Aaron	Engineer II	\$ 43.54	\$47.50	\$ 9.10	\$ 100.14	2.30
Louis Elohim	Engineer II	\$ 37.60	\$41.02	\$ 7.86	\$ 86.48	2.30
Davis Julius	Principal	\$ 85.72	\$93.51	\$ 17.92	\$ 197.16	2.30
Beard William	Project Manager/Elec Engineer II	\$ 42.59	\$46.46	\$ 8.91	\$ 97.96	2.30
Batavich John	Senior Project Engineer	\$ 48.12	\$52.49	\$ 10.06	\$ 110.68	2.30
Salvo Chris	Senior Project Engineer	\$ 62.84	\$68.55	\$ 13.14	\$ 144.53	2.30
Jennings John	Director of Information Technology	\$ 53.33	\$58.18	\$ 11.15	\$ 122.66	2.30
Jennings Seth	IT Designer I	\$ 20.66	\$22.54	\$ 4.32	\$ 47.52	2.30
Roberts, Kenny	Director of Mechanical Engineering	\$ 64.37	\$70.22	\$ 13.46	\$ 148.05	2.30
Yi, Brian	Engineer I	\$ 32.79	\$35.77	\$ 6.86	\$ 75.42	2.30
Davis Andrew	Engineer I	\$ 36.24	\$39.53	\$ 7.58	\$ 83.35	2.30
Humbert Zachary	Engineer I	\$ 31.67	\$34.55	\$ 6.62	\$ 72.84	2.30
Frank Poruba	Sr. Plumbing/FP Designer	\$ 45.56	\$49.70	\$ 9.53	\$ 104.79	2.30
Park Ji Hyung	Engineer I	\$ 34.47	\$37.60	\$ 7.21	\$ 79.28	2.30
Ross Kristoff	Engineer I	\$ 29.42	\$32.09	\$ 6.15	\$ 67.67	2.30
Celis Danny	SPE/Project Team Manager/Sr Mech Engineer Enginner	\$ 58.08	\$63.36	\$ 12.14	\$ 133.58	2.30
Zemina Bryan	SPE/Project Team Manager/Sr Mech Engineer Enginner	\$ 58.85	\$64.20	\$ 12.30	\$ 135.35	2.30
Shorey Rob	Director of Plumbing/Fire	\$ 53.02	\$57.84	\$ 11.09	\$ 121.95	2.30

MCE						ESTIMATED RAW RATE FOR THE FOLLOWING YEARS		
Job Title	Raw Rate (\$/hour)	FAR Audited Overhead (\$/hr) 2018 FDOT Rate	Profit (\$/hour)	Hourly Billing Rate (\$/hr)	Billing Multiplier	2020	2021	2022
		153.1800%	10.0000%					
Senior Principal Structural Engineer	\$ 70.67	\$ 108.26	\$ 17.89	\$ 196.82	2.78	\$ 74.21	\$ 78.66	\$ 83.38
Principal Structural Engineer	\$ 43.99	\$ 67.38	\$ 11.14	\$ 122.51	2.78	\$ 46.19	\$ 48.96	\$ 51.90
Senior Structural Engineer	\$ 40.87	\$ 62.60	\$ 10.35	\$ 113.81	2.78	\$ 42.91	\$ 45.48	\$ 48.21
Structural Engineer	\$ 27.88	\$ 42.71	\$ 7.06	\$ 77.66	2.78	\$ 29.28	\$ 31.04	\$ 32.90
Senior CAD Technician	\$ 27.30	\$ 41.82	\$ 6.91	\$ 76.03	2.78	\$ 28.67	\$ 30.38	\$ 32.21
CAD Technician	\$ 17.00	\$ 26.04	\$ 4.30	\$ 47.34	2.78	\$ 17.85	\$ 18.92	\$ 20.06
Administration / Accounting	\$ 28.00	\$ 42.89	\$ 7.09	\$ 77.98	2.78	\$ 29.40	\$ 31.16	\$ 33.03
Administration / Marketing	\$ 25.96	\$ 39.77	\$ 6.57	\$ 72.30	2.78	\$ 27.26	\$ 28.90	\$ 30.63
	\$ -	\$ -	\$ -	\$ -	#DIV/0!			
	\$ -	\$ -	\$ -	\$ -	#DIV/0!			

Name	Job Title	Raw Rate (\$/hour)	FAR Audited Overhead (\$/hr)	Profit (\$/hour)	Hourly Billing Rate (\$/hr)	Billing Multiplier
Open Workshop for Architecture + Design LLC						
			66.10%	10%		
Jessica Shell	Principal Architect	\$ 45.67	\$ 30.19	\$ 7.59	\$ 83.44	1.83
Fadi S. Garcia	Principal Architect	\$ 45.67	\$ 30.19	\$ 7.59	\$ 83.44	1.83
Caitlin Sills	Project Architect	\$ 25.96	\$ 17.16	\$ 4.31	\$ 47.43	1.83
Zackery Sladden	Intern Architect	\$ 20.19	\$ 13.35	\$ 3.35	\$ 36.89	1.83
Luis Antonio Hernandez	Intern Architect	\$ 18.00	\$ 11.90	\$ 2.99	\$ 32.89	1.83
		\$ -	\$ -	\$ -	\$ -	#DIV/0!
		\$ -	\$ -	\$ -	\$ -	#DIV/0!
		\$ -	\$ -	\$ -	\$ -	#DIV/0!
		\$ -	\$ -	\$ -	\$ -	#DIV/0!
		\$ -	\$ -	\$ -	\$ -	#DIV/0!
		\$ -	\$ -	\$ -	\$ -	#DIV/0!
		\$ -	\$ -	\$ -	\$ -	#DIV/0!
		\$ -	\$ -	\$ -	\$ -	#DIV/0!
		\$ -	\$ -	\$ -	\$ -	#DIV/0!
		\$ -	\$ -	\$ -	\$ -	#DIV/0!
		\$ -	\$ -	\$ -	\$ -	#DIV/0!
		\$ -	\$ -	\$ -	\$ -	#DIV/0!
		\$ -	\$ -	\$ -	\$ -	#DIV/0!
		\$ -	\$ -	\$ -	\$ -	#DIV/0!
		\$ -	\$ -	\$ -	\$ -	#DIV/0!

Name		Job Title	Acronym	Raw Rate (\$/hour)	FAR Audited Overhead (\$/hr)	Profit (\$/hour)	Hourly Billing Rate (\$/hr)	Billing Multiplier
Envision	Department							
					128.00%	10%		
Alexis Mercer	Preconstruction	Estimator	EST	\$ 27.88	\$ 35.69	\$ 6.36	\$ 69.92	2.51
					\$ -	\$ -	\$ -	
					\$ -	\$ -	\$ -	
					\$ -	\$ -	\$ -	
					\$ -	\$ -	\$ -	
					\$ -	\$ -	\$ -	
					\$ -	\$ -	\$ -	
					\$ -	\$ -	\$ -	
					\$ -	\$ -	\$ -	
					\$ -	\$ -	\$ -	
					\$ -	\$ -	\$ -	
				\$ -	\$ -	\$ -	\$ -	
				\$ -	\$ -	\$ -	\$ -	
				\$ -	\$ -	\$ -	\$ -	

## INSURANCE REQUIREMENTS

Design-Builder agrees to provide its full limits for every policy specified herein, without restriction or reduction, and shall require the same of all of its contractors, subcontractors, consultants, and subconsultants at each tier. To the extent that there is any exclusion, deficiency, reduction, or gap in a policy, the Design-Builder agrees to remain responsible and obligated to make the Authority whole as if the Design-Builder and all of its contractors, subcontractors, consultants, and subconsultants at each tier fully met the insurance requirements of the contract. Every policy shall be maintained without interruption or amendment throughout the life of this Contract and for any period of extension described herein. In the event the Design-Builder becomes in default of any requirements the Owner reserves the right to take whatever actions deemed necessary to protect its interests. The Design-Builder shall require every policy, other than Workers' Compensation, Employer's Liability and Professional Liability, to be endorsed to include the Owner, members of the Owner's governing body, and the Owner's officers, volunteers, agents and its employees as well as the State of Florida, Department of Transportation, including the Department's officers and its employees as additional insureds. There shall be no language in any policy, endorsement, or exclusion that reduces or limits recovery to any amount less than the full policy limits. The Design-Builder will submit evidence that it and all subcontractors, consultants, and subconsultants at each tier has complied with this provision to the Owner before any work or service commences under this contract. Such evidence shall describe the full policy limits along with any deductible, retentions, attachment point, and any deviation from a fully insured program.

### Workers' Compensation/Employer's Liability

The Design-Builder shall not allow its coverage or that of any of its contractors, subcontractors, consultants, or subconsultants at each tier to drop below or become encumbered below the following minimum limits of insurance:

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

It is the responsibility of the Design-Builder to ensure that all entities and person(s) working for or behalf of itself or any subcontractor, subconsultant, independent contractor, sole proprietorship, partner, "leased employee", person obtained through a professional employer organization ("PEO's"), operator, and any personnel obtained under an agreement, including equipment rental agreements have Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law.

### Commercial General Liability

The Design-Builder will maintain and ensure that all contractors, subcontractors, consultants, and subconsultants at each tier has Commercial General Liability insurance providing continuous coverage for all liability resulting out of, or in connection with, any ongoing operations performed by, including the use or occupancy of Owner premises, or on behalf of the Design-Builder under this Contract. The insurance required under this contract shall be the full policy limits without reduction or limitation.

## INSURANCE REQUIREMENTS

The limits of coverage required shall apply fully to the work or operations performed under this Contract and may not be shared with or diminished by claims unrelated to this Contract. The coverage cannot contain any deductible, retention or self-insurance without prior approval of the Owner and must clearly identify any such deductible, retention or other than a fully insured plan. Any deductible, retention, or self-insurance will be the responsibility of and paid by the First Named Insured and not by the Owner.

Such coverage shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. It is to be written on an "occurrence" basis and shall include Products/Completed Operations coverage on a form no more restrictive than ISO Form CG 00 01 10 01. Additional insured coverage shall be provided on a form no more restrictive than ISO Form CG 20 10 10 01 and CG 20 37 10 01. The policy or policies shall not include a Contractual Liability Limitation (ISO CG 21 39), a Limitation of Coverage to Designated Premises or Project (CG 21 44), or any endorsement that similarity restricts or limits coverage to the Owner. The Design-Builder shall not allow its coverage or that of any of its contractors, subcontractors, consultants, or subconsultants at each tier to drop below or become encumbered below the following minimum limits of insurance:

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

Products and Completed operations coverage will be maintained for a period of one (1) year from the date of termination of this Contract.

### Business Auto Liability

The Design-Builder agrees to provide its full policy limits for commercial auto coverage, without restriction or reduction, on all owned, hired and non-owned vehicles and shall require the same of all contractors, subcontractors, consultants, and subconsultants at each tier. Coverage shall be provided on a form no more restrictive than ISO Form CA 00 01. The Design-Builder shall not allow its coverage or that of any of its contractors, subcontractors, consultants, or subconsultants at each tier to drop below or become encumbered below the following minimum limits of insurance:

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

### Professional Liability

The Design-Builder agrees to provide its full policy limits for its professional liability exposures, without restriction or reduction, and shall require the same of all contractors, subcontractors, consultants, and subconsultants at each tier that provide professional services, work, or advice as it relates to this agreement. Such insurance will be maintained by the Design-Builder and by all other required contractors, subcontractors, consultants, and subconsultants at each tier without interruption or amendment throughout the life of this Contract and for a period of one (1) year following termination of the Contract. Any deductible, retention or self-insured amount must be approved in writing by the Owner. All policies shall be endorsed to include contractual liability. Coverage will include all work of the Design-Builder, and all contractors, subcontractors, consultants, and subconsultants at each tier that

## INSURANCE REQUIREMENTS

provide professional services, work, or advice as it relates to this agreement, including but not limited to areas with possible environmental impact, without any exclusions unless approved in writing by the Owner. The Design-Builder shall not allow its coverage or that of any of its contractors, subcontractors, consultants, or subconsultants at each tier required to have this coverage to drop below or become encumbered below the following minimum limits of insurance:

Each Occurrence	\$5,000,000
Annual Aggregate	\$5,000,000

### Environmental Impairment (Pollution) Liability

N/A

### Utility and Railroad Protective Liability

When work performed under this Contract is on or in the vicinity of utility-owned property or facilities the utility shall also be listed as an additional insured along with the Owner and State of Florida, Department of Transportation in the manner as described herein.

If the work performed is on or in the vicinity of a railroad right-of-way, including any encroachments thereon from such work or operations, the entities and persons involved shall require, procure, and maintain Railroad Protective Liability Coverage. Such coverage shall be no more restrictive than that provided by the latest occurrence form edition of the Railroad Protective Liability Coverage (ISO Form CG 00 35) as filed for use in the State of Florida.

Design-Builder agrees to provide its full policy limits for any Utility or Railroad, without restriction or reduction, and shall require the same of all of its contractors, subcontractors, consultants, and subconsultants at each tier. The Design-Builder shall not allow its coverage or that of any of its contractors, subcontractors, consultants, or subconsultants at each tier required to have this coverage to drop below or become encumbered below \$2,000,000 combined single limit for bodily injury and/or property damage for each occurrence or have an annual aggregate of less than a \$6,000,000, inclusive of amounts provided by an umbrella or excess policy.

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

## CONTRACTUAL INSURANCE TERMS AND CONDITIONS

This Section incorporates the Owner's Standard Procedure S250.66 and establishes the insurance terms and conditions associated with contractual insurance requirements. This Section is applicable to all Design-Builders with Authority contracts including every contractor, subcontractor, consultant, and subconsultant at each tier. Unless otherwise provided herein, any exceptions to the following conditions or changes to required coverages or coverage limits must have prior written approval from the Owner.

### INSURANCE COVERAGE:

#### A. Procurement of Coverage:



## INSURANCE REQUIREMENTS

With respect to each of the required coverages, the Design-Builder will, at the Design-Builder's expense, procure, maintain and keep in force in no lesser amount and type of insurance conforming to the minimum requirements set forth in the Contract. The Design-Builder shall further require that all contractors, subcontractors, consultants, and subcontractors at each tier satisfy and meet the all requirements of this Contract and Owner's Standard Procedure S250.66. All Coverage will be provided by insurance companies eligible to do business in the State of Florida and having an AM best rating of A- or better and a financial size category of VII or better. Utilization of non-rated companies, companies with AM Best ratings lower than A- or a financial size category lower than VII must be submitted for approval prior to use. Such insurance will be no more restrictive than is required by this Contract. The Owner retains the right to approve or disapprove the use of the any insurer, policy, risk-transfer or assumption program but in all cases the coverage, policy, or program should not be more restrictive than the latest edition of the Form filed for use in the State of Florida by the Insurance Services Office (ISO), without restrictive endorsements.

### B. Term of Coverage:

Except as otherwise specified in the contract, the insurance will commence on or prior to the effective date of the Contract and will be maintained in force throughout the duration of the Contract and for any period of extension described herein. If a policy is written on a claims-made form, the retroactive date must be shown and this date must be before the earlier of the date of the execution of the Contract or the beginning of contract work, and the coverage must respond to all claims reported within three years following the period for which coverage is required unless a longer period of time is otherwise stated in the Contract.

### C. Reduction of Aggregate Limits:

If the general or aggregate limit for any policy is exhausted, the Design-Builder and all of its contractors, subcontractors, consultants, and subconsultants at each tier will immediately take all possible steps to have it fully reinstated. The Commercial General Liability policies and any other policy that can be so endorsed shall include a per policy endorsement providing that the limits of such insurance specified in the Contract shall apply solely to the work under the Contract without erosion of such limits by other claims or occurrences.

#### 1. Cancellation Notice

Each insurance policy will be specifically endorsed to require the insurer to provide the Owner written notice within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The endorsement will specify that such notice will be sent to:

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

### D. No waiver by approval/disapproval:

## INSURANCE REQUIREMENTS

The Owner accepts no responsibility for determining whether the Design-Builder or any contractor, subcontractor, consultant, or subconsultant at each tier is in full compliance with the insurance and coverage required by this Contract. The Owner's or State of Florida, Department of Transportation's approval or failure to disapprove any policy, coverage, or ACORD Certificate does not relieve or excuse any obligation to procure and maintain the insurance required herein, nor does it serve as a waiver of any rights or defenses the Owner or Department may have. To the extent that there is any exclusion, deficiency, reduction, or gap in a policy, the Design-Builder agrees to remain responsible and obligated to make the Authority whole as if the Design-Builder and all of its contractors, subcontractors, consultants, and subconsultants at each tier fully met the insurance requirements of the contract.

### E. Future Modifications – Changes in Circumstances:

#### 1. Changes in Coverage and Required Limits of Insurance

The coverage and minimum limits of insurance required by the Contract are based on circumstances in effect at the inception of the Contract. If in the opinion of the Owner, circumstances merit a change in such coverage or minimum limits of insurance required by the Contract, the Owner may change the coverage and the minimum limits of insurance required, and the Design-Builder will, within 60 days of receipt of written notice of a change in the coverage and the minimum limits required, comply with such change and provide evidence of such compliance in the manner required by the Contract. Provided, however, that no change in the 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. Any such change or modification in coverage or limits shall also apply to the contractors, subcontractors, consultants, and subcontractors at each tier of the Design-Builder.

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

The Design-Builder is responsible for verifying and monitoring the insurance coverage and policies of all contractors, subcontractors, consultants, and subconsultants at each tier to ensure compliance during the entire Contract and for any period of coverage extension described herein. Any circumstances that merit a change in such coverage or the minimum limits of insurance required or the requirements become commercially practicable for any contractor, subcontractor, consultant, or subconsultant at each tier then the Design-Builder will address those in the same manner as described above.

### F. Proof of Insurance – Insurance Certificate:

## INSURANCE REQUIREMENTS

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

The Design-Builder, its contractors, subcontractors, consultants, and subconsultants at each tier will not use or occupy Owner's premises in connection with the Contract until the required insurance is in force, preliminary evidence of insurance acceptable to the Owner has been provided to the Owner and the Owner has granted permission to the Design-Builder to commence work or use or occupy the premises in connection with the Contract. The Design-Builder will certify that it is in compliance to Owner and will verify that all contractors, subcontractors, consultants, and subconsultants at each tier are and remain in compliance.

### 2. Proof of Insurance Coverage

As preliminary evidence of compliance with the insurance required by the Contract, the Design-Builder will furnish the Owner with an ACORD Certificate of Liability Insurance reflecting the required coverage described herein and it shall be provided prior to the execution of the Contract, and prior to all renewal periods which occur before final acceptance of the work. Written notice must be provided to the Owner, State of Florida, Department of Transportation, and all other additional Insureds required by this Contract within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein.

The ACORD Certificate of Liability Insurance must:

- a. Be signed by an authorized representative of the insurer. Design-Builder 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 the coverage on its behalf. If requested by the Owner, the Design-Builder will, within 30 days after receipt of written request from the Owner, provide the Owner, or make available for review, a certified complete copy of the policies of insurance. The Design-Builder may redact those portions of the insurance policies that are not relevant to the coverage required by the Contract. The Design-Builder will provide the Owner with renewal or replacement evidence of insurance, acceptable to the Owner, prior to expiration or termination of such insurance.
- b. State that: "Hillsborough County Aviation Authority, members of the Authority's governing body and the Authority's officers, volunteers, and its employees, as well as the State of Florida, Department of Transportation, including the Department's officers and its employees are additional insureds for the coverages required by all policies as described above other than workers compensation and professional liability."
- c. the insurers for all policies have waived their subrogation rights against the Owner, the State of Florida, Department of Transportation, and name any railroads and utilities as described in the Contract;
- b. Indicate that the certificate has been issued in connection with the Contract;

## INSURANCE REQUIREMENTS

- c. Indicate the amount of any deductible or self-insured retention applicable to all coverages;
- d. Identify the name and address of the additional insured as:

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

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

The Owner's or State of Florida, Department of Transportation's approval or failure to disapprove any policy, coverage, form, or ACORD Certificate does not relieve or excuse any obligation to procure and maintain the insurance required herein, nor does it serve as a waiver of any rights or defenses the Owner or Department may have. This provision shall apply to the Design-Builder and to every contractor, subcontractor, consultant, and subconsultant at each tier.

If requested by the Owner, the Design-Builder will, within 15 days after receipt of written request from the Owner, provide the Owner, or make available for review, a certified complete copy of the policies of insurance. The Design-Builder may redact those portions of the insurance policies that are not relevant to the coverage required by the Contract. The Design-Builder will provide the Owner with renewal or replacement evidence of insurance, acceptable to the Owner, prior to expiration or termination of such insurance.

### G. Deductibles, Self-Insurance, Alternative Risk or Insurance Programs:

1. All deductibles, as well as all self-insured retentions or any scheme, to include the use of a captive, trust, pooled program, parametric, investment-linked insurance, or any other than a fully insured program must be approved by the Owner. The Design-Builder agrees to provide all documentation necessary for the Owner to review the deductible, self-insurance, or alternative program.
2. The Design-Builder will pay on behalf of the Owner, any member of the Owner's governing body, or any officer or employee of the Owner, any deductible, self-insured retention (SIR), or difference from a fully insured program which, with respect to the required insurance, is applicable to any claim by or against the Owner, any member of the Owner's governing body, or any officer or employee of the Owner.
3. The agreement by the Owner to allow the use of a deductible, self-insurance program, or alternative program will be subject to periodic review by Owner. If, at any time, the Owner deems that the continued use of a deductible, self-insurance, or alternative program by the Design-Builder should not be permitted, the Owner may, upon 60 days written notice to the

## INSURANCE REQUIREMENTS

Design-Builder, require the Design-Builder to replace or modify the deductible, self-insurance, or alternative program in a manner satisfactory to the Owner.

4. Any deductible amount, self-insurance, or alternative program's retention will be included and clearly described on the certificate prior to any approval by the Owner. This is to include fully insured programs as to a zero deductible per the policy. Owner reserves the right to deny any certificate not in compliance with this requirement.

### H. Design-Builder's Insurance Primary:

The insurance required by this Contract will apply on a primary and noncontributory basis. The Design-Builder will ensure that it and all contractors, subcontractors, consultants, and subconsultants at each tier are and remain in compliance with this provision. Any insurance maintained by the Owner will be excess and will not contribute to the insurance provided by or on behalf of the Design-Builder.

### I. Applicable Law:

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

### J. Waiver of Subrogation:

The Design-Builder, for itself and on behalf of its insurers, to the fullest extent permitted by law without voiding the insurance required by the Contract, waives all rights against the Owner, members of the Owner's governing body and the Owner's officers, volunteers and its employees, as well as the State of Florida, Department of Transportation, including the Department's officers and its employees for damages or loss to the extent covered and paid for by any insurance maintained by the Design-Builder. The Design-Builder shall further require that all contractors, subcontractors, consultants, and subconsultants at each tier include the following in every contract and on each policy the following:

"Hillsborough County Aviation Authority, members of the Authority's governing body and the Authority's officers, volunteers, and its employees, as well as the State of Florida, Department of Transportation, including the Department's officers and its employees are additional insureds for the coverages required by all policies as described above other than workers compensation and professional liability."

### K. Design-Builder's Failure to Comply with Insurance Requirements:

#### 1. Owner's Right to Procure Replacement Insurance

If, after the inception of this Contract, the Design-Builder or any of its contractors, subcontractors, consultants, or subconsultants fails to fully comply with the insurance requirements of the Contract,

## INSURANCE REQUIREMENTS

in addition to and not in lieu of any other remedy available to the Owner provided by the Contract, the Owner may, at its sole discretion, procure and maintain on behalf of the Design-Builder, insurance which provides, in whole or in part, the required insurance.

### 2. Replacement Coverage at Sole Expense of Design-Builder

The entire cost of any insurance procured by the Owner pursuant to this section will be paid by the Design-Builder. At the option of the Owner, the Design-Builder will either directly pay the entire cost of the insurance or immediately reimburse the Owner for any costs incurred by the Owner, including all premiums, fees, taxes, and 15% for the cost of administration.

#### a. Design-Builder to Remain Fully Liable

The Design-Builder agrees to remain fully liable for full compliance with the insurance requirements in the Contract and shall require the same of all of its contractors, subcontractors, consultants, and subconsultants at each tier. To the extent that there is any exclusion, deficiency, reduction, or gap in a policy, the Design-Builder agrees to remain responsible and obligated to make the Authority whole as if the Design-Builder and all of its contractors, subcontractors, consultants, and subconsultants at each tier fully met the insurance requirements of the contract.

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

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



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

## E-Verify Certification

Solicitation No. 19-411-040  
Airsides A, C and F Restroom Refurbishment and Expansion

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

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

---

Company: \_\_\_\_\_ FID or EIN No.: \_\_\_\_\_

Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

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