

CONTRACT FOR
CONTINUING ENVIRONMENTAL ENGINEERING
CONSULTING SERVICES

BETWEEN

HILLSBOROUGH COUNTY AVIATION AUTHORITY

AND

APTIM ENVIRONMENTAL & INFRASTRUCTURE, LLC

DATED November 7, 2019

TABLE OF CONTENTS

ARTICLE 1 - PROJECT4

ARTICLE 2 – CONTRACT ADMINISTRATION.....4

ARTICLE 3 - SERVICES BY THE CONSULTANT.....4

ARTICLE 4 – TIME7

ARTICLE 5 - PAYMENTS TO THE CONSULTANT7

ARTICLE 6 – OWNER’S RIGHT TO PERFORM AUDITS, INSPECTIONS, OR ATTESTATION ENGAGEMENTS
.....12

ARTICLE 7 - OWNERSHIP OF DOCUMENTS.....13

ARTICLE 8 - INDEMNITY15

ARTICLE 9 - INSURANCE REQUIREMENTS17

ARTICLE 10 – WAIVER OF CLAIMS 17

ARTICLE 11 – CLAIMS AND DISPUTES..... 18

ARTICLE 12 - ASSISTANCE IN LITIGATION 18

ARTICLE 13 – CONFLICT OF INTEREST..... 19

ARTICLE 14 – NOTICES AND ADDRESS OF RECORD..... 19

ARTICLE 15 - TERM OF CONTRACT 19

ARTICLE 16 - TERMINATION OF CONTRACT 19

ARTICLE 17 – SUSPENSION OF WORK	20
ARTICLE 18 - SUCCESSORS AND ASSIGNS	20
ARTICLE 19 - TRUTH IN NEGOTIATIONS	20
ARTICLE 20 - CERTIFICATION OF CONSULTANT/PROHIBITION AGAINST CONTINGENT FEES.....	21
ARTICLE 21 - RESTRICTED VENDOR LISTS	21
ARTICLE 22 - CONTRACT MADE IN FLORIDA.....	21
ARTICLE 23 - NON-DISCRIMINATION	22
ARTICLE 24 – WOMAN AND MINORITY OWNED BUSINESS ENTERPRISE (W/MBE) ASSURANCES.....	23
ARTICLE 25 – PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES.....	26
ARTICLE 26 – E-VERIFY REQUIREMENT/UNAUTHORIZED ALIENS.....	26
ARTICLE 27 – LOBBYING.....	26
ARTICLE 28 – COMPLETE CONTRACT	27
 ATTACHMENT 1 – BREAKDOWN OF PROJECTED FEE AND SCOPE FOR 5 YEARS	
 ATTACHMENT 2 – E-VERIFY CERTIFICATION	
 ATTACHMENT 3 – INSURANCE REQUIREMENTS	

CONTRACT FOR CONTINUING ENVIRONMENTAL ENGINEERING CONSULTING SERVICES

This Contract for Continuing Environmental Engineering Consulting Services is made and entered into this 7th day of November, 2019 by and between the Hillsborough County Aviation Authority, an independent special district under the laws of the State of Florida, hereinafter referred to as the "Owner", and Aptim Environmental & Infrastructure, LLC, a Louisiana Limited Liability Company, authorized to do business in the State of Florida, hereinafter referred to as the "Consultant". The Owner and the Consultant hereby agree as follows:

ARTICLE 1 - PROJECT

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

Provide consultant services in accordance with Section 287.055, Florida Statutes, in connection with this Contract for Continuing Environmental Engineering Consulting Services at Tampa International, Peter O. Knight, Tampa Executive and Plant City Airports.

ARTICLE 2 - CONTRACT ADMINISTRATION

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

ARTICLE 3 - SERVICES BY THE CONSULTANT

3.1 The services that the Consultant will provide to the Owner under this Contract will be as follows, and in general accordance with the Owner's Request for Qualifications dated May 1, 2019, entitled "Request for Qualifications for Continuing Environmental Engineering Consulting Services at Tampa International, Peter O. Knight, Tampa Executive and Plant City Airports, Tampa and Plant City, Florida", the Consultant's Response to the Owner's Request for Qualifications dated June 19, 2019, entitled "Continuing Environmental Engineering Consulting Services for Tampa International, Peter O. Knight, Plant City, and Tampa Executive Airports", which are both incorporated herein by reference, and the Consultant's Breakdown of Projected Fee and Scope for 5 Years dated October 18, 2019, entitled "Breakdown of Projected Fee and Scope for 5 Years" which is attached hereto as Attachment 1 and incorporated herein by reference. In the event of any conflicts between this Contract and any other documents, the precedence in resolving such conflicts will be as follows:

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

3.2 Consultant designates Donald Lewis P.E., whose business address is 75 US Highway 301 South, Tampa, FL 33619, to serve as the Project Manager. The Project Manager will be authorized and responsible to act on behalf of the Consultant with respect to directing, coordinating and administering all aspects of the services to be provided and performed under this Contract. Consultant designates Tyson Hackenberg, whose title is Vice President, whose business address is 4171 Essen Lane, Baton Rouge, LA 70809, to have full authority to bind and obligate the Consultant on all matters arising out of or relating to this Contract. The Consultant agrees that the Project Manager will devote whatever time is required to satisfactorily manage the services to be provided and performed by the Consultant hereunder. Any replacement of the Project Manager will be subject to the prior approval and acceptance of the Owner.

3.3 Not Used

3.4 Not Used

3.5 The Consultant agrees, within seven (7) days of receipt of a written request from the Owner, to promptly remove and replace the Project Manager, or any other personnel employed or retained by the Consultant, or any subconsultants or subcontractors or any personnel of any such subconsultants or subcontractors engaged by the Consultant to provide and perform services or work pursuant to the requirements of this Contract, whom the Owner will request in writing to be removed, which request may be made by the Owner with or without cause.

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

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

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

3.9 The Consultant is required to hire qualified consultants for the design phase of any projects.

3.10 The Consultant 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 by written notification to the Owner. For the plans, specifications, construction contract documents, and any and all other engineering, construction and contractual documents produced by the Consultant, the Consultant will certify that:

3.10.1 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.

3.10.2 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 Florida Department of Transportation (FDOT) Public Transportation Grant Agreement.

3.10.3 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.

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

3.11 The Consultant 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, 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, Federal Aviation Administration (FAA) Advisory Circulars, and Owner's Rules and Regulations. Any projects with FDOT funding require the Consultant to comply with all applicable provisions of the FDOT Public Transportation Grant Agreement. The Consultant 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 Consultant shall comply with all FDOT requirements contained in Exhibit C of the FDOT Public Transportation Grant Agreement.

3.12 When a contractor considers that the whole work included in a construction contract, or a portion thereof designated in the Contract Documents for separate completion, is complete, the contractor will notify the Owner and Consultant 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, the Consultant shall provide 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, to the Owner and contractor in a timely manner. 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.

ARTICLE 4 - TIME

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

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

ARTICLE 5 - PAYMENTS TO THE CONSULTANT

5.1 The amount for the performance of basic services and direct and reimbursable expenses required under this Contract, will be in a not-to-exceed amount of Four Million and No One Hundredths Dollars (\$4,000,000), which includes all fees for subconsultants, for ongoing consulting engineering related services and consulting engineering services. The Parties acknowledge and agree that it is their intention to incorporate in each work order the amount and basis of payments to be made to the Consultant. Payments will be made on a lump sum or a not to exceed price as described in the work order at the sole discretion of the Owner for each work order.

5.2 Not Used

5.3 Not Used.

5.4 Invoiced amounts will be based on the lesser of actual or agreed upon Consultant's and team member's hourly billing rates included in their submitted and agreed upon rate tables. The hourly billing rates will be multiplied by their actual time billed to the Project as substantiated by backup acceptable to the Owner and supported by monthly progress reports. The rate tables will include the Consultant's and team member's following:

- 5.4.1 Most recent audited overhead rates or agreed upon overhead rates;
- 5.4.2 Employee's raw labor rates or agreed upon labor rates;
- 5.4.3 Negotiated profits; and
- 5.4.4 Agreed upon hourly billing rates.

The Consultant, at their sole discretion, may submit invoices with hourly billing rates that are less than the agreed upon hourly billing rates. The Owner will pay the Consultant for the lesser of actual, agreed upon or billed hourly billing rates of the Consultant and their team members.

The actual hourly billing rate will be comprised of the employee's raw rate, the agreed upon overhead rate, and the negotiated profit.

- 5.4.5 Invoiced amounts for multiple projects or multiple locations must be identified per project and/or location.
- 5.4.6 All subconsultant agreements must be submitted at time of billing. Subconsultant agreements must include a provision providing the Owner the same rights to audit at the subconsultant level in all of its subconsultant agreements executed to effect project completion.
- 5.4.7 A Spreadsheet Rate & Hour Verification form (PD 84) based on the agreed upon rate tables in Excel format listing the employee's name, employee's classification and employee's raw rate must be submitted with the consultant service invoice submittal. If there are changes such as new employees, new classification or new raw rate, then an updated rate table in Excel format is required to be submitted. Changes to the agreed upon rate tables must be indicated on the PD 84 and must be approved by the Owner.
- 5.4.8 Basic services invoices that are submitted with a consultant service invoice that are older than 90 days before the submission date will not be reimbursed. Basic services performed before the work order effective date will not be reimbursed.
- 5.4.9 Timesheets are required as supporting backup for all basic services invoice amounts. Hours billed must be clearly identified.
- 5.4.10 Overtime on any basic services must be pre-approved by the Owner.
- 5.4.11 Basic services must be organized using standard separators to identify the basic services being billed.
- 5.4.12 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.
- 5.4.13 All permit requirements, acceptable deliverables and badges are required to be submitted seven days before submission of a final consultant service invoice.

5.4.14 If deficiencies are found, a standard deficiency e-mail will be sent to the Consultant to resolve within three business days. If the deficiency is not resolved within that time, the consultant service invoice will be returned.

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

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

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

5.5.3 The cost of boundary surveys, topographic surveys, land surveys, establishment of boundaries and monuments, field surveys, photogrammetry, field layouts of construction, construction layout, control staking, and related office computations and drafting.

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

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

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

5.5.7 Expenses for parking at Tampa International Airport and transportation related to the Project including airplane travel and automobile usage; and, in the event overnight travel related to the Project is required, cost of meals and lodging. All travel expenses will be reimbursed in accordance with the negotiated Travel Plan. Only travel expenses incurred in the performance of the Owner's business are reimbursable. The most efficient and economical means of transportation is required. All travel must be pre-approved by the Owner. Employee expense sheets are required as well as supporting original or legible copies of all receipts.

- 5.5.8 Materials for study models, film and processing expenses.
- 5.5.9 The actual costs of all fees and permits required by and paid to agencies having jurisdiction. This does not include impact or development fees paid directly by the Owner or building permit fees paid by the construction contractor.
- 5.5.10 Invoiced amounts for multiple projects or multiple locations must be identified per project and/or location.
- 5.5.11 All subconsultant signed agreements must be submitted at time of billing. Subconsultant agreements must include a provision providing the Owner the same rights to audit at the subconsultant level in all of its subconsultant agreements executed to effect project completion.
- 5.5.12 Receipts/Invoices that are submitted with a consultant service invoice that are older than 90 days before the submission date will not be reimbursed. Receipts/Invoices for expenses before the work order effective date will not be reimbursed.
- 5.5.13 Mileage within the Tri-County Area (Hillsborough, Pinellas, Pasco) will not be reimbursed. Mileage is part of travel which must be pre-approved by the Owner.
- 5.5.14 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.
- 5.5.15 Equipment purchased for and paid by the Owner must be identified when invoiced so that an asset tag can be attached to that equipment. A detail listing in Excel format must be submitted with the invoice when equipment is purchased.
- 5.5.16 No purchases of alcohol will be reimbursed by the Owner.
- 5.5.17 Meals for Owner or local consultant staff members will not be reimbursed.
- 5.5.18 No front loading on Progress Payments is allowed. Progress Payments are limited to the actual invoiced amounts.
- 5.5.19 Pre-approval from the Owner is necessary for office or petty cash expenditures.
- 5.5.20 Reimbursable expenses must be presented as a package organized in the following manner: Reimbursement Tracking Form, actual invoices identifying item numbers as it appears on the Reimbursement Tracking Form. The Reimbursement Tracking Form is required to be submitted electronically in Microsoft Excel format, as is the supporting documentation for the submitted consultant service invoice.

5.5.21 Rebalancing between tasks or fees must be requested with the first overage billing, along with an explanation for the overage and confirmation that the total Contract amount will not be exceeded. Proposed supporting sheets are to be submitted at the request for rebalancing.

5.5.22 All permit requirements, acceptable deliverables and badges are required to be submitted seven (7) days before submission of a final consultant service invoice.

5.5.23 If deficiencies are found, a standard deficiency e-mail will be sent to the Consultant to resolve within three (3) business days. If the deficiency is not resolved within that time, the consultant service invoice will be returned.

5.6 Lump Sum Work Orders: Payments for Lump Sum Work Orders shall be invoiced on a percent complete basis, with monthly progress payments between milestones or as agreed to by the Owner. Consultant will provide backup documentation, if needed, if requested by the Owner.

5.7 One (1) executed original sworn and notarized invoice for services, verified to the satisfaction of the Owner, will be rendered by the twenty-fifth of each month electronically to DesignInvoice@TampaAirport.com. The Consultant will submit with each invoice one original of a detailed accounting of the value of work performed to date by certified Woman and Minority Owned Business Enterprises (W/MBE). This accounting will include the names and addresses of W/MBEs that have participated, a description of the work each named W/MBE has performed, and the value of work performed by each named W/MBE. The Consultant will also submit with each invoice a Rate & Hour Verification Sheet and a Reimbursement Tracking Form, both in Microsoft Excel format.

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

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

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

5.11 With the exception of the month of September, all applications for payment will be submitted to the Authority by the twenty-fifth of each month. In the event that the twenty-fifth of the month falls on a Saturday or Sunday, applications for payment are due the next business

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

5.12 The Consultant is required to provide all information and supporting documentation required to enable the Owner to receive any applicable state or federal grants.

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

6.1 Engagement(s) as used in this Contract include, but are not limited to, Audits, Inspections, or Attestation Engagements. In connection with payments to the Consultant under this Contract, it is agreed the Consultant will maintain adequate records in accordance with generally accepted accounting practices. The Owner, FDOT, FAA, Federal Highway Administration, Florida Department of Financial Services, Florida Auditor General, Florida Inspector General, Florida Chief Financial Officer, and the Comptroller General of the United States, or any duly authorized representative of each, have the right to initiate and perform Engagements over the Consultant's records for the purpose of determining payment eligibility under the Contract or over selected operations performed by Consultant under this Contract for the purpose of determining compliance with the Contract. Access will be to all of the Consultant's records, including books, documents, papers, and records of Consultant directly pertinent to this Contract or any work order, as well as records of parent, affiliate and subsidiary companies. If the records are kept at locations other than Tampa International Airport, Consultant will arrange for said records to be brought to a location convenient to Owner's auditors to conduct Engagements as set forth in this Article. Or, Consultant may transport Owner's team to location where the records are kept other than Tampa International Airport for purposes of undertaking Engagements. In such event, Consultant will pay reasonable costs of transportation, food and lodging for Owner's team in accordance with Owner's Travel and Business Development Expenses Policy. Consultant agrees to deliver or provide access to all records requested by Owner's auditors within 15 calendar days of the request at the initiation of Engagement and to deliver or provide access to all other records requested during the Engagement within 7 calendar days of each request. The parties recognize that Owner will incur damages if records requested by Owner's auditors are not provided in a timely manner and that the amount of those costs is difficult to determine with certainty. Consequently, the parties agree that Consultant may be charged liquidated damages of \$100.00, for each item in a records request, per calendar day, for each time Consultant is late in submitting requested records to perform an Engagement. Accrual of fee will continue until specific performance is accomplished. This liquidated damages rate is not an exclusive remedy and Owner retains its rights including but not limited to its rights to elect its remedies and pursue all legal and equitable remedies. The parties expressly agree that these liquidated damages are not a penalty and represent reasonable estimates of fair compensation for the losses that reasonably may be anticipated from such failure to comply.

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

6.3 The Owner has the right during the Engagement to interview the Consultant's employees and subconsultants, make photocopies, and inspect any and all records at reasonable times. The right to initiate an Engagement will extend for five (5) years after the completion date of any work order, or five (5) years after the termination of this Contract, whichever occurs later.

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

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

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

6.7 The Consultant 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 - OWNERSHIP OF DOCUMENTS

7.1 Consultant acknowledges and agrees that all records, documents, drawings, notes, tracings, plans, specifications, maps, evaluations, reports and other technical data, models, renderings and electronic data (other than working papers), prepared, developed or furnished by Consultant or the consultant(s) employed or retained by the Consultant 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. Consultant will take all actions necessary to secure for Owner all such right, title and interest. Consultant warrants that all materials comprising the Project Documents are original with Consultant and have not been copied or derived from any other material without the express written consent of the owner, proprietor and/or copyright holder of that other material, and are not subject to any other claim of copyright by any other person. Consultant, at its own expense may retain copies for its files and internal use and will not be required to destroy electronic files maintained for archival purposes. Consultant will obtain any

and all licenses necessary for the production and preparation of the Project Documents including, without limitation, licenses for the use of any material subject to copyright by other parties. Consultant will assign to Owner any and all rights, including any copyrights, in the Project Documents that Consultant or the consultant(s) employed or retained by the Consultant on this Project may possess now or in the future, and Consultant and its consultant(s) will claim no rights adverse to Owner in the Project Documents. Consultant agrees to defend, indemnify and hold harmless the Owner and its Board members, officers, and employees from and against any liabilities, claims, costs or expenses as a result of any alleged infringement of third party rights in the documents described herein. If this clause is found to conflict in any way with Florida law, the clause will be considered modified by such law to the extent necessary to remedy the conflict. Any project as designed by Consultant 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. Consultant hereby grants its consent to reuse of the Project Documents by Owner for any and all such purposes. The Consultant will incorporate the terms of this Paragraph in all contracts with consultants employed or retained by the Consultant to perform services covered by this Contract.

7.2 Submission or distribution of the Consultant's Project Documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the rights reserved in Paragraph 7.1.

7.3 CHAPTER 119, FLA. STATUTES REQUIREMENTS

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

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

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

- a. Keep and maintain public records required by the Owner in order to perform the services contemplated by this Contract.
- b. Upon request from the Owner's custodian of public records, provide the Owner with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat. or as otherwise provided by law.

- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract and following completion of the Contract.
- d. Upon completion of this Contract, keep and maintain public records required by the Owner to perform the services. Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Owner, upon request from the Owner's custodian of public records, in a format that is compatible with the information technology systems of Owner.

ARTICLE 8 - INDEMNITY

8.1 To the maximum extent permitted by Florida law, in addition to the Consultant's obligation to provide pay for and maintain insurance as set forth elsewhere in this Contract, the Consultant 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, fines and damages (including but not limited to claims for attorney's fees and dispute resolutions) caused in whole or in part by the:

1. Acts, omissions, negligence (including professional negligence and malpractice), errors, recklessness, intentional wrongful conduct, activities, or operations;
2. Any breach of the terms of this Contract;
3. Performance, non-performance or purported performance of this Contract;
4. Violation of any law, regulation, rule, order, decree, Advisory Circular or ordinance;
5. Infringement of any patent, copyright, trademark, trade dress or trade secret rights; and/or
6. 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 Consultant or the Consultant's officers, employees, agents, volunteers, subcontractors, or invitees, 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 claims caused in part by negligence, acts or omissions of the Owner, its members, officers, agents, employees, and volunteers.

8.2 In addition to the duty to indemnify and hold harmless, the Consultant 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, 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. Acts, omissions, negligence (including professional negligence and malpractice),

- errors, recklessness, intentional wrongful conduct, activities, or operations;
2. Any breach of the terms of this Contract;
3. Performance, non-performance or purported performance of this Contract;
4. Violation of any law, regulation, rule, order, decree, Advisory Circular or ordinance;
5. Infringement of any patent, copyright, trademark, trade dress or trade secret rights; and/or
6. 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 Consultant or the Consultant's officers, employees, agents, volunteers, subcontractors, invitees, or any other person directly or indirectly employed or utilized by the Consultant 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 Consultant by a party entitled to a defense hereunder. This indemnity obligation expressly applies, and shall be construed to include, any and all claims caused in part by negligence, acts or omissions of the Owner, its members, officers, agents, employees, and volunteers.

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

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

8.5 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 Consultant 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 Consultant and persons employed or utilized by the Consultant 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

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

8.7 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.

8.8 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 the Consultant of any of its obligations under this Article.

8.9 If the above Article 8.1-8.8 or any part of Article 8.1-8.8 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 9 - INSURANCE REQUIREMENTS

9.1 The provisions of Attachment 3 - INSURANCE REQUIREMENTS are incorporated by reference into this Contract.

9.2 The Consultant will comply with the insurance requirements and coverage limits detailed in Attachment 3 - INSURANCE REQUIREMENTS. Such insurance will protect the Owner and Consultant from claims which may arise out of or result from operations under this Contract by the Consultant, by a subcontractor of the Consultant, by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable.

9.3 Pursuant to Fla. Stat. 255.0517(2)(d), nothing contained herein prohibits the Consultant or subcontractor from purchasing any additional insurance coverage that the Consultant or subcontractor believes is necessary for protection against any liability arising out of the contract. However, in the event that the Consultant or subcontractor elects to purchase additional insurance, the cost of any additional insurance procured by the Consultant or subcontractor must be disclosed to the Owner.

ARTICLE 10 - WAIVER OF CLAIMS

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

deemed to be a waiver of the Owner's rights against Consultant.

ARTICLE 11 - CLAIMS AND DISPUTES

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

11.2 Claims by Consultant must be made in writing to the Owner within 40 calendar days after the occurrence of the event giving rise to such claim or else Consultant will be deemed to have waived the claim. Written supporting data will be submitted to the Owner within 60 calendar days after such occurrence unless the Owner allows additional time or else Consultant will be deemed to have waived the claim. Claims by the Owner may be made at any time irrespective of the date of the occurrence of the event giving rise to the claim.

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

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

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

ARTICLE 12 - ASSISTANCE IN LITIGATION

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

ARTICLE 13 - CONFLICT OF INTEREST

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

ARTICLE 14 - NOTICES AND ADDRESS OF RECORD

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

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

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

ARTICLE 15 - TERM OF CONTRACT

This Contract will commence on the date awarded by the Board and will remain in effect until final completion of all work orders. Individual work orders will have effective dates and completion dates for the related scope of work. The term of the contract will be three years from the date of award with two discrete one-year renewal options at the sole discretion of the Chief Executive Officer.

ARTICLE 16 - TERMINATION OF CONTRACT

16.1 This Contract may be terminated by the Owner with or without cause with at least a seven (7) day written notice to the Consultant.

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

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

deducted from payments due.

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

16.5 In the event the Owner terminates Consultant for cause pursuant to this Article 16 and it is later determined that such termination was not proper or such termination right was not otherwise available to Owner, such termination will be deemed a termination without cause and Consultant's rights and remedies will be limited to those set forth in paragraph 16.2 above.

ARTICLE 17 - SUSPENSION OF WORK

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

ARTICLE 18 - SUCCESSORS AND ASSIGNS

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

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

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

ARTICLE 19 - TRUTH IN NEGOTIATIONS

The Consultant certifies that the wage rates and other factual unit costs supporting the compensation described herein and in all work orders provided under this Contract are accurate, complete and current at the time of contracting and that the original contract price and any additions or work orders will be adjusted to exclude any significant sums where the Owner

determines the contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such adjustments will be made within one (1) year following the end of any particular work order issued under this Contract.

ARTICLE 20 - CERTIFICATION OF CONSULTANT/PROHIBITION AGAINST CONTINGENT FEES

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

ARTICLE 21 - RESTRICTED VENDOR LISTS

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

21.2 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 Consultant, 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.

21.3 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 22 - CONTRACT MADE IN FLORIDA

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

Florida.

ARTICLE 23 - NON-DISCRIMINATION

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

- 23.1.1 Compliance with regulations. The Consultant must comply with the regulations relative to non-discrimination in federally assisted programs of the Department of Transportation (DOT) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.
- 23.1.2 Non-discrimination. The Consultant, with regard to the work performed by it during the Contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.
- 23.1.3 Solicitations for subcontracts, including procurement of materials and equipment. In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier must be notified by the Consultant of the Consultant's obligations under this Contract and the Regulations relative to non-discrimination on the grounds of race, color or national origin.
- 23.1.4 Information and reports. The Consultant must provide all information and reports required by the Regulations or directives issued pursuant thereto and must permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Owner or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant will so certify to the Owner or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
- 23.1.5 Sanctions for non-compliance. In the event of the Consultant's non-compliance with the non-discrimination provisions of this 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 Consultant under this Contract until the Consultant complies, and/or cancellation, termination or suspension of the

Contract, in whole or in part.

23.1.6 Incorporation of provisions. The Consultant must include the provisions of sub-articles 23.1.1 through 23.1.7 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Consultant must take such action with respect to any subcontract or procurement as the Owner or the FAA may direct as a means of enforcing such provisions, including sanctions for non-compliance. Provided, however, that in the event the Consultant becomes involved in or is threatened by litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the Owner to enter into such litigation to protect the interests of the Owner and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

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

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

24.1 It is the policy of the Owner that W/MBEs, as defined in the Owner's W/MBE Policy and Program, will have full and fair opportunities to compete for and participate in the performance of non-federally funded contracts or in the purchase of goods and services procured by the Owner. Consequently, the W/MBE requirements and the Owner's W/MBE Policy and Program will apply to this Contract and are made a part hereof.

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

24.1.1.1 Withholding monthly progress payments;

24.1.1.2 Assessing sanctions;

24.1.1.3 Liquidated damages; and/or

- 24.1.1.4 Disqualifying the Consultant from future bidding as non-responsible.
- 24.1.2 The Consultant agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any contract, management contract, or subcontract, purchase or lease contract.
- 24.1.3 The Consultant agrees to include the statements in paragraphs (1) and (2) above in any subsequent contract or contract that it enters and cause those businesses to similarly include the statements in further contracts.
- 24.2 The Consultant agrees to ensure that W/MBEs, as defined in the Owner's W/MBE Policy and Program, have the maximum opportunity to participate in the performance of this Contract, and the Consultant will take all necessary and reasonable steps in accordance therewith to ensure that W/MBEs have the maximum opportunity to compete for and perform subcontracts.
- 24.3 W/MBE Goals. In compliance with the Owner's W/MBE Policy and Program, the Consultant's minimum W/MBE commitment is established as the sum total of the verified Letter(s) of Intent for each portion of the Project. The W/MBE goal stated below is the sum total of the certified W/MBE's listed in the Consultant's fee and scope proposal which is attached hereto and which will be enforceable under the terms of this Contract. The Consultant will demonstrate that they will subcontract to certified W/MBEs at least 10% of the total dollar amount earned on the Project.
- 24.4 All W/MBEs interested in participating in contracting/subcontracting opportunities must be certified as eligible W/MBEs before said business enterprises begins their portion of the Contract work. Only certified W/MBEs will count toward the W/MBE goal. If the Consultant fails to achieve the W/MBE expectancy stated herein, it will be required to provide documentation demonstrating that it made good faith efforts in attempting to do so.
- 24.5 W/MBE Termination and Substitution: The Consultant will not terminate a W/MBE for convenience without the Owner's prior written consent. If a W/MBE is terminated by the Consultant with the Owner's consent or because of the W/MBE's default, then the Consultant must make a good faith effort, in accordance with the requirements of the Owner's W/MBE Policy and Program, to find another W/MBE to substitute for the original W/MBE to provide the same amount of W/MBE participation.
- 24.6 Reporting Requirements: The Consultant agrees that, within 15 days after the expiration of each calendar month during the term of the 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 Consultant's total dollar value received under the Contract for the applicable period and the amount expended for the purchase of goods and services from each W/MBE firm during that period, calculated in accordance with the requirements of the Owner's W/MBE Policy and Program.

- 24.7 Monitoring: The Owner will monitor the compliance and good faith efforts of the Consultant in meeting these requirements. The Owner will have access to the necessary records to examine such information as may be appropriate for the purpose of investigating and determining compliance with this subsection, including, but not limited to, records, records of expenditures, contracts between the Consultant and the W/MBE participant, and other records pertaining to the W/MBE participation plan, which the Consultant will maintain for a minimum of three years following the end of the 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 Consultant for the achievement of these goals.
- 24.8 Consultant agrees to indemnify the Owner from the loss of any funds or other damages that may result from Consultant's failure to achieve the W/MBE goals set forth herein or to establish a good faith effort to do so, including attorneys' fees and costs associated with said failure by Consultant or good faith investigation by Owner. Failure of Consultant to make a good faith effort to achieve W/MBE goals will be a material breach of this Contract. The determination of whether Consultant's efforts were made in good faith will be made by the Owner. At 50% completion, a plan of action properly reflecting anticipated W/MBE achievement of the commitment is required to be submitted to the Owner.
- 24.9 In the event of the Consultant's non-compliance with the Owner's W/MBE Policy and Program, failure to meet the prescribed W/MBE goal set forth in this Contract, or failure to establish a good faith effort to do so, the Owner will impose such contract sanctions as the Owner may determine to be appropriate, including but not limited to:
- 24.9.1 Withholding of payments to the Consultant under this Contract until the Consultant complies; and/or
 - 24.9.2 Assessing sanctions; and/or
 - 24.9.3 Liquidated damages; and/or
 - 24.9.4 Cancellation, termination or suspension of this Contract in whole or in part; and/or

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

ARTICLE 25 – PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

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

ARTICLE 26 – E-VERIFY REQUIREMENT/UNAUTHORIZED ALIENS

26.1 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 Contracts dated after January 4, 2011. The Consultant will verify all of their new employees and will require that their subcontractors verify all of their new employees in accordance with the E-verify requirements set out above. The Consultant will execute Attachment 2, E-Verify Certification, to certify and affirm that Consultant will comply with the E-Verification requirements of Executive Order Number 11-116.

26.2 FDOT considers the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Consultant knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Contract.

ARTICLE 27 – 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.

ARTICLE 28 - COMPLETE CONTRACT

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

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

By the Consultant this _____ day of _____, 2019.

APTIM ENVIRONMENTAL & INFRASTRUCTURE, LLC

By: _____
Title: _____

Print Name

Print Address

Signed, sealed, and delivered in the presence of:

Witness

Print Name

Witness

Print Name

Notary for Aptim Environmental & Infrastructure, LLC

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by _____ in the capacity of _____, of _____ a _____ (Name of organization or company, if any) (Corporation / Partnership / Sole Proprietor / Other) on _____ behalf. _____ (Its / His / Her) (They are / He is / She is) (Personally known to me / not personally known to me) _____ and _____ take an oath. and has produced the following document of identification) (they / he / she) (did / did not)

(Seal of Notary)

Signature of Notary

By the Owner this _____ day of _____, 2019.

HILLSBOROUGH COUNTY AVIATION AUTHORITY

(Affix Corporate Seal)

By: _____
_____, Chairman

ATTEST:

_____, Secretary

Signed, sealed, and delivered
in the presence of:

Witness

Print Name

Witness

Print Name

LEGAL FORM APPROVED:

By: _____
Michael T. Kamprath, Assistant General Counsel

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

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by _____, in the capacity of Chairman, and by _____, 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

Breakdown of Projected Fee and Scope for 5 Years	10/18/2019		ATTACHMENT 1			
	FY2020	FY2021	FY2022	FY2023	FY2024	FY2025
Timeframes						
O&M Scope						
TPA SWPPP/SPCC	\$ 53,918	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 6,000
TPA Airfield Sampling	\$ 10,784	\$ 12,000	\$ 12,000	\$ 12,000	\$ 12,000	\$ -
TPA Tank Maintenance	\$ 5,392	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 600
TPA Hazardous Waste/SQG	\$ 5,392	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ -
TPA Air Quality	\$ 5,392	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ -
TPA Phase I & II Audit/Tenant Lease	\$ 10,784	\$ 12,000	\$ 12,000	\$ 12,000	\$ 12,000	\$ -
TPA Wildlife Hazard Management	\$ 75,000	\$ -	\$ -	\$ 25,000	\$ 30,000	\$ -
TPF Environmental O&M (tank maint, SQG, tenant lease)	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ -
TPF SWPPP/SPCC	\$ 4,400	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 600
PCM Environmental O&M (tank maint, SQG, tenant lease)	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ -
PCM SWPPP/SPCC	\$ 4,400	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 600
VDF Environmental O&M (tank maint, SQG, tenant lease)	\$ 12,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ -
VDF SWPPP/SPCC	\$ 4,400	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 600
VDF Aquatic Maintenance	\$ 32,000	\$ 41,000	\$ 41,000	\$ 41,000	\$ 41,000	\$ -
VDF Wildlife Hazard Management	\$ -	\$ -	\$ -	\$ -	\$ 30,000	\$ -
Contingency (15%)	\$ 33,729	\$ 24,000	\$ 24,000	\$ 27,750	\$ 33,000	\$ 1,260
subtotal	\$ 258,590	\$ 184,000	\$ 184,000	\$ 212,750	\$ 253,000	\$ 9,660
Project Scope						
Continued Site Rehabilitation – Authority-wide (#538X XX)	\$ 100,000	\$ 250,000	\$ 200,000	\$ 200,000	\$ 150,000	\$ 15,000
Continued Site Rehabilitation – Drew Park (#7054 12)	\$ 150,000	\$ 150,000	\$ -	\$ -	\$ -	\$ -
Property Acquisition Support – Drew Park (#6000)	\$ 20,000	\$ -	\$ -	\$ -	\$ -	\$ -
Asbestos/Lead Paint/Sampling Support (various project #s)	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ -
TPA Wildlife Hazard Assessment Update	\$ -	\$ 100,000	\$ 100,000	\$ 50,000	\$ -	\$ -
Masterplan Projects Support (various project #s)	\$ -	\$ 230,000	\$ 230,000	\$ 230,000	\$ 230,000	\$ 15,000
Contingency (15%)	\$ 43,500	\$ 112,500	\$ 82,500	\$ 75,000	\$ 60,000	\$ 4,500
subtotal	\$ 333,500	\$ 862,500	\$ 632,500	\$ 575,000	\$ 460,000	\$ 34,500
Annual Total	\$ 592,090	\$ 1,046,500	\$ 816,500	\$ 787,750	\$ 713,000	\$ 44,160
Grand Total						\$ 4,000,000
• The anticipated term of the negotiated Contract is November 7, 2019 through November 6, 2022, with two discrete one-year renewal options.						



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

E-Verify Certification

Solicitation No. 19-411-021

Continuing Environmental Engineering Consulting Services

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: Aptim Environmental & Infrastructure, LLC FID or EIN No.: _____

Address: 4171 Essen Lane City/State/Zip: Baton Rouge, LA 70809

I, Tyson Hackenberg, as a representative of Aptim Environmental & Infrastructure, LLC, certify and affirm that this company will comply with the E-Verification requirements of Executive Order Number 11-116.

Signature
Tyson Hackenberg
Printed Name

Vice President

Title

Date

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

INSURANCE REQUIREMENTS

Consultant 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 Consultant agrees to remain responsible and obligated to make the Authority whole as if the Consultant 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 Consultant becomes in default of any requirements the Owner reserves the right to take whatever actions deemed necessary to protect its interests. The Consultant 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, volunteers 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 Consultant 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.

For the avoidance of doubt, and notwithstanding anything to the contrary herein, the parties expressly agree that references to "full policy limits" in this Attachment 3 shall mean the specific policy limits listed below and neither Owner nor any other person or entity with additional insured status shall have any rights as an additional insured above those amounts.

Workers' Compensation/Employer's Liability

The Consultant 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 Consultant 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 Consultant 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

INSURANCE REQUIREMENTS

the use or occupancy of Owner premises, or on behalf of the Consultant under this Contract. The insurance required under this contract shall be the full policy limits without reduction or limitation.

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 Consultant 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	\$2,000,000
Each Occurrence	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Products and Completed Operations	\$1,000,000

Products and Completed operations coverage will be maintained for a period of 5 year(s) from the date of termination of this Contract.

Business Auto Liability

The Consultant 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 Consultant 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	\$5,000,000
---	-------------

Professional Liability

The Consultant 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 Consultant 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 5 year(s) following termination of the Contract. Any deductible, retention or self-insured amount must be approved in writing by the Owner. All policies

INSURANCE REQUIREMENTS

shall be endorsed to include contractual liability. Coverage will include all work of the Consultant, and all contractors, subcontractors, consultants, and subconsultants at each tier that 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 Consultant 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	\$2,000,000
Annual Aggregate	\$2,000,000

Environmental Impairment (Pollution) Liability

The Consultant agrees to provide and maintain its full policy limits for all liability resulting from pollution or other environmental impairment, without any asbestos abatement, silica, lead, exterior insulation and finish systems (EIFS), permitted work, law, code or ordinance exclusion. The Consultant shall further require the same coverage, without limitation, reduction, or exclusion of all contractors, subcontractors, consultants, and subconsultants at each tier that exposes the Owner to these or related losses from services or work arising out of, or in connection with, the premises or occupancy of Owner property in the performance of this Contract.

The coverage required herein will begin at the prior to the contract's inception and work commencing, continue and respond to any claims within 5 year(s) after termination of this Contract. The Consultant 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

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.

Consultant 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 Consultant 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.

INSURANCE REQUIREMENTS

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 Consultants 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:

With respect to each of the required coverages, the Consultant will, at the Consultant'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 Consultant 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 Consultant 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.

INSURANCE REQUIREMENTS

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:

The Owner accepts no responsibility for determining whether the Consultant 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 Consultant agrees to remain responsible and obligated to make the Authority whole as if the Consultant 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 Consultant 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 subconsultors at each tier of the Consultant.

If in the opinion of the Owner compliance with the insurance requirements is not commercially practicable for the Consultant, at the written request of the Consultant, the Owner may, at its 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 Consultant. Any

INSURANCE REQUIREMENTS

such modification will be subject to the prior written approval of the Owner, and subject to the conditions of such approval.

The Consultant 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 Consultant will address those in the same manner as described above.

F. Proof of Insurance – Insurance Certificate:

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

The Consultant, 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 Consultant to commence work or use or occupy the premises in connection with the Contract. The Consultant 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 Consultant 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. Consultant shall furnish the entity with endorsements effecting coverage as required by this Article. The endorsements are to be signed by a person authorized by insurer to bind the coverage on its behalf. If requested by the Owner, the Consultant 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 Consultant may redact those portions of the insurance policies that are not relevant to the coverage required by the Contract. The Consultant will provide the Owner with renewal or replacement evidence of insurance, acceptable to the Owner, prior to expiration or termination of such insurance.
- b. State that: “Hillsborough County Aviation Authority, members of the Authority’s governing body and the Authority’s officers, volunteers, and its employees, as

INSURANCE REQUIREMENTS

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;
- 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 Consultant and to every contractor, subcontractor, consultant, and subconsultant at each tier.

If requested by the Owner, the Consultant 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 Consultant may redact those portions of the insurance policies that are not relevant to the coverage required by the Contract. The Consultant will provide the Owner with renewal or replacement evidence of insurance, acceptable to the Owner, prior to expiration or termination of such insurance.

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 Consultant agrees to provide all documentation necessary for the Owner to review the deductible, self-insurance, or alternative program.

INSURANCE REQUIREMENTS

2. The Consultant 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 Consultant should not be permitted, the Owner may, upon 60 days written notice to the Consultant, require the Consultant to replace or modify the deductible, 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. Consultant's Insurance Primary:

The insurance required by this Contract will apply on a primary and noncontributory basis. The Consultant 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 Consultant.

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 Consultant 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 Consultant, 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 Consultant. The Consultant 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

INSURANCE REQUIREMENTS

professional liability.”

K. Consultant’s Failure to Comply with Insurance Requirements:

1. Owner's Right to Procure Replacement Insurance

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

2. Replacement Coverage at Sole Expense of Consultant

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

a. Consultant to Remain Fully Liable

The Consultant 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 Consultant agrees to remain responsible and obligated to make the Authority whole as if the Consultant 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 Consultant 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.