



HILLSBOROUGH COUNTY AVIATION AUTHORITY

PART 1 CONTRACT FOR DESIGN-BUILD SERVICES

BETWEEN

HILLSBOROUGH COUNTY AVIATION AUTHORITY

AND

DPR CONSTRUCTION, A GENERAL PARTNERSHIP

PROJECT NO. 8226 17

SKYCENTER AUTHORITY OFFICES
INTERIOR FIT OUT INCLUDING AOC, ICC, NOC AND
DATA CENTER

DATED: NOVEMBER 7, 2019

CONTRACT BETWEEN
OWNER AND DESIGN-BUILDER

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PART 1 CONTRACT

This Part 1 Contract (Contract) for design-build services is made and entered into this 7th day of November, 2019 by and between the Hillsborough County Aviation Authority, a public body corporate under the laws of the State of Florida, hereinafter referred to as the "Owner," and DPR Construction, A General Partnership, a Florida Corporation, authorized to do business in the State of Florida, hereinafter referred to as the "Design-Builder".

For the following Project:

SkyCenter Authority Offices Interior Fit Out Including AOC, ICC, NOC, and Data Center.

Project No. 8226 17

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

M. Arthur Gensler, Jr. & Associates, Inc. (dba Gensler)

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

Master Consulting Engineers, Inc.

Syska Hennessy Group, Inc.

Arora Engineers, Inc.

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

TERMS AND CONDITIONS

ARTICLE 1 DESIGN-BUILDER

1.1 SERVICES

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

1.2 RESPONSIBILITIES

1.2.1 The services that the Design-Builder will provide to the Owner under this Contract will be as follows, and in general accordance with the Owner's Request for Qualifications dated April 5, 2019 entitled "Request for Qualifications for SkyCenter Authority Offices Interior Fit Out Including AOC, ICC, NOC and Data Center at Tampa International Airport", which is incorporated by reference herein, and the Design-Builder's fee and scope proposal dated October 24, 2019, entitled "Project: 8226 17 SkyCenter Authority Offices Interior Fit Out including AOC, ICC, NOC and Data Center," which is attached hereto as Attachment 1 and incorporated by reference herein. In the event of any conflicts between this Contract and any other documents, the precedence in resolving such conflicts will be as follows:

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

1.2.2 All design services provided by or through Design-Builder pursuant to this Contract must be performed by qualified design professionals (Designer). The contractual obligations of such professional persons or entities are undertaken and performed in the interest of the Design-Builder. Design-Builder designates Brian Robbins, whose business address is One North Dale Mabry Highway, Suite 820, Tampa, FL 33609, to serve as the Project Director. The Project Director will be authorized and responsible to act on behalf of the Design-Builder with respect to directing, coordinating and administering all aspects of the services to be provided and performed under this Contract. Design-Builder designates Mark Whitson, whose business title is Senior Vice President, whose business address is 2000 Aerial Center Parkway, Suite 118, Morrisville, NC 27560, and who will have full authority to bind and obligate the Design-Builder on all matters arising out of or relating to this Contract. In addition, Design-Builder designates Scott Patrick Lyons, whose title is Business Unit Leader, whose business address is 315 E Robinson St #100,

Orlando, FL 32801, and who will have full authority to bind and obligate the Design-Builder on all matters arising out of or relating to Amendments to this Contract. The Design-Builder agrees that the Project Director will devote whatever time is required to satisfactorily manage the services to be provided and performed by the Design-Builder hereunder. Any replacement of the Project Director will be subject to the prior approval and acceptance of the Owner.

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

the Design-Builder for the press, broadcasting, or television, will be drawn up in consultation with the Owner. Except as otherwise required by law or regulation, the Design-Builder will not release or distribute any materials or information relating to this Contract or containing the name of the Owner or any of its employees without prior written approval by an authorized representative of the Owner. Design-Builder shall incorporate the terms of this provision into all of its contracts, subcontracts and other agreements of any tier and require all contractors, consultants, subcontractors and subconsultants to similarly incorporate the terms of this provision in their agreements.

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

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

1.3 BASIC SERVICES

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

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

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

- 1.3.4 The Design-Builder will review laws applicable to design and construction of the Project, correlate such laws with the Owner's Project requirements and advise the Owner if any Project requirement may cause a violation of such laws. Necessary changes to the Owner's Project will be accomplished by appropriate written modification or disclosed as described in Paragraph 1.3.6. For the plans, specifications, construction contract documents, and any and all other engineering, construction and contractual documents produced by the Design-Builder, the Design-Builder will certify that:
- 1.3.4.1 The plans, specifications, construction contract documents, and any and all other engineering, construction and contractual documents shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.
- 1.3.4.2 The plans, specifications, construction contract documents, and any and all other engineering, construction and contractual documents shall be consistent with the intent of the Project as defined in the FDOT Public Transportation Grant Agreement.
- 1.3.4.3 A review of the certification requirements listed in Section B.2. of Exhibit E of the FDOT Public Transportation Grant Agreement and a determination as to their applicability to this Project is performed.
- 1.3.4.4 The plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.
- 1.3.5 The Design-Builder will comply fully with all applicable federal, state, county, municipal and other governmental laws, executive orders, wage, hour and labor, equal employment opportunity, disadvantaged business enterprises, pollution control and environmental regulations, applicable national and local codes, Florida Department of Transportation (FDOT) Policies, Guidelines, Standards, Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly referred to as the "Florida Green Book"), Manual on Uniform Traffic Control Devices and requirements, FAA Advisory Circulars, and Owner's Rules and Regulations. Any projects with FDOT funding require the Design-Builder to comply with all applicable provisions of the FDOT Public Transportation Grant Agreement. The Design-Builder will obtain all necessary permits, pay all required charges, fees and taxes and otherwise perform these services in a legal manner. In the event that any construction occurs on FDOT right of way, the Design-Builder shall comply with all FDOT requirements contained in Exhibit C of the FDOT Public Transportation Grant Agreement.
- 1.3.6 The Design-Builder will review with the Owner alternative approaches to design and construction of the Project.

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

plans or specifications, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

1.4 ADDITIONAL SERVICES

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

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

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

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

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

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

ARTICLE 2 OWNER

2.1 RESPONSIBILITIES

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

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

2.1.3 The Owner will provide full information in a timely manner, as requested by Design-Builder, regarding requirements for the Project, including a written plan which will set forth the Owner's objectives, schedule, constraints and criteria. The Owner will designate a representative authorized to act on the Owner's behalf with respect to the Project. The term "Owner" means Owner or Owner's other authorized representative(s) as notified by the Owner in writing.

- 2.1.4 The Owner will establish and update an overall budget for the Project, including reasonable contingencies. This budget will not constitute the Contract sum.
- 2.1.5 The Owner will render decisions pertaining to Project Documents submitted by the Design-Builder in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Design-Builder's services. The Owner may obtain independent review of the Project Documents by a separate architect, engineer, contractor, or cost estimator under contract to or employed by the Owner. Such independent review will be undertaken at the Owner's expense in a timely manner so as not to unreasonably delay the orderly progress of the Design-Builder's services. Design-Builder will ensure Owner is provided reasonably adequate time that permits Owner to render its decisions and conduct independent reviews of Project Documents in a timely manner.
- 2.1.6 Upon written request, the Owner will make available record documents and drawings in its possession, of which it is aware, for any existing buildings and/or facilities. To the extent known and in its possession, Owner will make available to the Design-Builder prior to and during the performance of the Work record documents and Drawings pertaining to the existing buildings and/or facilities relative to this Project. Record documents and Drawings will not be considered a part of the Contract Documents. Owner does not warrant to the Design-Builder the accuracy or completeness of such record documents and Drawings and the Design-Builder will be solely responsible for all assumptions made in reliance thereupon. Record documents and Drawings are not warranted or intended to be complete depictions of existing conditions, nor do they necessarily indicate concealed conditions. The locations of electrical conduit, telephone lines and conduit, computer cables, FAA cables, storm lines, sanitary lines, irrigation lines, gas lines, mechanical apparatus and appurtenances, HVAC piping/ductwork and plumbing may only appear schematically, if at all, and the actual location of such equipment and lines is in many cases unknown.
- 2.1.7 The Owner will disclose, to the extent known, the results and reports of prior tests, inspections or investigations conducted for the Project involving: structural or mechanical systems; chemical, air and water pollution; hazardous materials; or other environmental and subsurface conditions. The Owner will disclose all information known to the Owner regarding the presence of pollutants at the Project site. The Owner does not warrant the accuracy or completeness of any such information and accepts no responsibility therefore and the Design Builder will be solely responsible for all assumptions made in reliance thereupon.
- 2.1.8 The Owner will furnish all legal, accounting and insurance counseling services as the Owner may require at any time for the Project, including such auditing services as are needed to verify the Design-Builder's applications for payment.

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

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

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

within the design, including standard details, specifications, or other design materials generated and authorized by Design-Builder for its repeated, regular and ongoing use in plans, specifications, reports or other instruments of service for its clients. The Design-Builder will incorporate the terms of this Paragraph in all contracts with design professionals employed or retained by the Design-Builder to perform services on the Work covered by this Contract.

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

3.3 Chapter 119, Fla. Statutes Requirement

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

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

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

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

**ARTICLE 4
TIME**

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

**ARTICLE 5
PAYMENTS**

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

- 5.3 With the exception of the month of September, all applications for payment will be submitted to the Owner by the twenty-fifth of each month. In the event that the twenty-fifth of the month falls on a Saturday or Sunday or holiday, applications for payment are due the first business day prior to the twenty-fifth of that month. Payment will be made by the twenty-fifth of the following month. Applications for payment submitted more than 20 days prior to the twenty-fifth of the month will be rejected and returned. Due to the end of fiscal year financial closeout, September applications for payment will be submitted by September 19th, and in the event that the 19th falls on a Saturday or Sunday, applications for payment are due the first business day prior and subsequent payments will be made the second Friday of October. Such applications for payment submitted more than 20 days prior to the second Friday of October will be rejected and returned.
- 5.4 The Design-Builder will submit to the Owner via the Records Management Department, two executed and notarized originals and two copies of an itemized Application for Payment prepared on a form supplied by the Owner. The Owner will approve, disapprove or adjust the Design-Builder's application for payment within seven days after receipt. The Owner will notify the Design-Builder in writing of any reasons for withholding payment in whole or in part. Except as noted above with respect to the September application for payment, Owner will make payment by the twenty-fifth of the following month in which the application for payment was submitted. In accordance with Florida Statute Sections 255.075 – 255.078, the Design-Builder will promptly pay each subcontractor or supplier upon receipt of the payment from the Owner. Payment to the Design-Builder will release the Owner from any liens or disputes between the Design-Builder and the Design-Builder's subcontractors.
- 5.5 Monthly payments to Design-Builder will in no way imply approval or acceptance of Design-Builder's work.

ARTICLE 6

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

- 6.1 In connection with payments to the Design-Builder under this Contract, it is agreed the Design-Builder will maintain adequate records in accordance with generally accepted accounting practices. The Owner, Federal Aviation Administration, Federal Highway Administration, Florida Department of Transportation, Florida Auditor General, Florida Inspector General, Florida Chief Financial Officer, and the Comptroller General of the United States, or any duly authorized representative of each, have the right to initiate and perform audits, inspections or attestation engagements or audit the Design-Builder's records for the purpose of determining payment eligibility under this Contract or over selected operations performed by Design-Builder under this Contract for the purpose of determining compliance with the Contract. Access will be to all of the Design-Builder's records, including books, documents, papers, and records of Design-Builder directly pertinent to this Contract, as well as records of parent, affiliate and subsidiary companies. If the records are kept

at locations other than Tampa International Airport, Design-Builder will arrange for said records to be brought to a location convenient to Owner's auditors to conduct the engagement as set forth in this Article. Or, Company may transport Owner's team to Design-Builder headquarters for purposes of undertaking said engagement. In such event, Design-Builder will pay reasonable costs of transportation, food and lodging for Owner's team. Design-Builder agrees to deliver or provide access to all records requested by Owner's auditors within fourteen (14) calendar days of the request at the initiation of the engagement and to deliver or provide access to all other records requested during the engagement within seven (7) calendar days of each request. The parties recognize that Owner will incur additional costs if records requested by Owner's auditors are not provided in a timely manner and that the amount of those costs is difficult to determine with certainty. Consequently, the parties agree that Design-Builder may be charged a liquidated damage of \$100.00, in addition to all other contractual financial requirements, per item, per calendar day, for each time Design-Builder is late in submitting requested records to perform the engagement. Accrual of liquidated damages will continue until specific performance is accomplished. These liquidated damages are not an exclusive remedy and Owner retains its rights including but not limited to its rights to elect its remedies and pursue all legal and equitable remedies. The parties expressly agree that these liquidated damages are not a penalty and represent reasonable estimates of fair compensation for the losses that reasonably may be anticipated from such failure to comply.

- 6.2 In the event the Design-Builder maintains its accounting or Project information in electronic format, upon request by the Owner's auditors, the Design-Builder will provide a download of its accounting or Project information in an electronic format allowing formatting, reading and manipulation in Microsoft Office products.
- 6.3 The Owner has the right during the engagement to interview the Design-Builder's employees and subconsultants, make photocopies, and inspect any and all records at reasonable times. The right to initiate an engagement will extend for six years after the completion date of the Work, or six years after the termination of this Contract, whichever occurs later.
- 6.4 In the event the Design-Builder has overcharged the Owner for direct and reimbursable expenses, the Design-Builder will re-pay the Owner the amount of the overcharge, and the Owner may assess interest of up to 12% per year on the overcharge from the date the overcharge occurred. In addition, if the Design-Builder has overcharged the Owner by more than 3% of the gross direct and reimbursable amount, the Owner may assess and the Design-Builder will pay for the entire cost of the audit.
- 6.5 The Design-Builder will include a provision providing the Owner the same rights to perform engagements at the subconsultant and subcontractor level in all of its subconsultant and subcontract contracts entered into by Design-Builder to effect Project completion.

- 6.6 Approvals by Owner's staff for any services not included in this Contract do not act as a waiver or limitation of the Owner's right to perform audits, inspections, or attestation engagements.
- 6.7 The Design-Builder agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

ARTICLE 7 DISPUTE RESOLUTION

7.1 CLAIMS AND DISPUTES

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

- 7.1.6 The acceptance of final payment by Design-Builder will constitute a waiver of all claims except those that are expressly identified as still pending in writing in the Design-Builder's final Application for Payment.
- 7.1.7 Final payment for this Contract by Owner does not constitute a waiver of Owner's rights arising from:
 - 7.1.7.1 Latent defects;
 - 7.1.7.2 Terms of special warranties required by the Contract Documents;
 - 7.1.7.3 Failure of the Work to comply with the requirements of the Contract Documents;
 - 7.1.7.4 Claims, security interests or encumbrances arising out of this Contract and unsettled.

7.2 RESOLUTION OF CLAIMS AND DISPUTES

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

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

(1) request additional information from the Design-Builder which will be immediately provided to Owner, or (2) render a decision on all or part of the claim. The Owner will notify the Design-Builder in writing of the disposition of the claim within 21 days following the receipt of such claim or receipt of additional information requested.

- 7.2.4 If the Owner decides that the work relating to such claim should proceed regardless of the Owner's disposition of such claim, the Owner will issue to the Design-Builder a written directive to proceed. The Design-Builder will proceed as instructed.
- 7.2.5 If any claim is made pursuant to this Contract, the Design-Builder will provide, at the Owner's request, all documents in support of the claim. If the Owner requests to review the Project Documents and the Design-Builder fails to provide them in a timely manner or has failed to preserve them, the claim by the Design-Builder will be deemed waived.
- 7.2.6 Documents in support of the claim referred to in this Article may be subject to an independent audit by the Owner. In the event the audit supports the Design-Builder's claim, the Owner will pay for the audit. In the event the audit does not support the Design-Builder's claim, the Design-Builder will pay for the audit.
- 7.2.7 The exclusive venue for any action initiated by either party associated with a claim or dispute will be in the appropriate State Court in and for the 13th Judicial Circuit for Hillsborough County, Florida or the U.S. District Court in the Tampa Division of the Middle District of Florida.

ARTICLE 8 TERMINATION OF THE CONTRACT

- 8.1 This Contract may be terminated by the Owner with or without cause upon at least seven days written notice to the Design-Builder. Upon termination of this Contract there will be no further duty or obligation with regard to a Part 2 Contract.
- 8.2 In the event of termination by Owner without cause, the Design-Builder will be entitled to receive compensation for that portion of the cost attributable to the services and reimbursable expenses under this Contract earned through the date of termination. In addition, the Design-Builder is entitled to receive compensation for direct, out-of-pocket termination expenses. However, as a prerequisite to receiving such termination expenses, the Design-Builder is required to include language regarding entitlement to compensation for costs attributable to services, reimbursable expenses and out-of-pocket expenses in all purchase orders, subcontracts and other agreements it enters into to effectuate completion of this Contract. The Design-Builder will not be entitled to any further or additional compensation from the Owner, including but not limited to, damages or lost or anticipated profits on portions of the Work not performed.

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

ARTICLE 9
BASIS OF COMPENSATION

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

The amount for the performance of Basic Services required under this Contract and costs identified as reimbursable expenses will be in a not to exceed amount of Three Million Four Hundred Eighty Two Thousand Eight Hundred Three and No One Hundredth Dollars (\$3,482,803.00), which includes all fees for subconsultants.

9.1 COMPENSATION FOR BASIC SERVICES

9.1.1 For Basic Services, compensation will be as follows:

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

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

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

9.1.4 Invoiced amounts will be based on the lesser of actual or agreed upon Design-Builder's, design professionals' and subconsultants' 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 Design-Builder's, design professionals' and subconsultants' following:

- 9.1.4.1 Most recent audited overhead rates or agreed upon overhead rates;
- 9.1.4.2 Employee's raw labor rates or agreed upon labor rates;
- 9.1.4.3 Negotiated profits; and
- 9.1.4.4 Agreed upon hourly billing rates.

The Design-Builder, at its sole discretion, may submit invoices with hourly billing rates that are less than the agreed upon hourly billing rates. The Owner will pay the Design-Builder for the lesser of actual, agreed upon or billed hourly billing rates of the Design-Builder, design professionals and subconsultants.

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

- 9.1.5 Invoiced amounts for multiple projects or multiple locations must be identified per project and/or location.
- 9.1.6 All subconsultant and subcontractor contracts must be submitted at time of billing. Subconsultant and subcontractor contracts must include a provision providing the Owner the same rights to audit all of Design-Builder's subconsultant and subcontractor contracts entered into by the Design-Builder to effect Project completion.
- 9.1.7 A Rate & Hour Verification form (PD84) 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 Design-Builder's invoice submittal. If there are changes such as new employees, new classification or new raw rate, then an updated rate table spreadsheet 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.
- 9.1.8 Basic services invoices that are submitted with a Design-Builder's invoice that are older than 90 days before the submission date may be reimbursed in the sole discretion of the Owner.
- 9.1.9 Timesheets are required as supporting backup for all basic services invoice amounts. Hours billed must be clearly identified.
- 9.1.10 Overtime for all basic services must be pre-approved by the Owner.
- 9.1.11 Basic services must be organized using standard separators to identify the basic services being billed.
- 9.1.12 Rebalancing between tasks or fees must be requested with the first overage billing, along with an explanation for the overage and confirmation that the total Contract amount will not be exceeded. Proposed supporting sheets are to be submitted at the request for rebalancing.

- 9.1.13 All permit requirements, acceptable deliverables and badges are required to be submitted seven days before submission of a final professional service invoice.
- 9.1.14 If deficiencies are found, a standard deficiency e-mail will be sent to the Design-Builder to resolve. Design-Builder will have 24 hours to resolve such deficiency. If the deficiency is not resolved within that time, the Design-Builder's invoice will be returned.
- 9.1.15 Owner has the right to withhold payment for amounts in dispute in any invoice. All undisputed amounts in any invoice shall be paid in accordance with applicable law and this Contract.

9.2 COMPENSATION FOR ADDITIONAL SERVICES

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

9.3 REIMBURSABLE EXPENSES

- 9.3.1 Reimbursable expenses will be supported by submitted and approved invoices.
- 9.3.2 The Design-Builder will be reimbursed at cost for all expenses in an amount not to exceed the maximum reimbursable amount. As specified hereinafter, the Design-Builder's reimbursable expenses will include only:
 - 9.3.2.1 The cost of securing a geotechnical engineering firm which will perform all soils and sub-surface investigations, tests, reports and recommendations required for the design of the Project.
 - 9.3.2.2 The cost of boundary surveys, topographic surveys, land surveys, establishment of boundary and monuments, field surveys, photogrammetry, control staking and related office computations and drafting.
 - 9.3.2.3 The cost of outside special consultants to advise and assist Design-Builder throughout the Project.
 - 9.3.2.4 The actual cost of reproduction and distribution of review plans and specifications and the Project Documents required for the securing of bids or quotes for the assigned Work and for the use of the Design-Builder, subcontractors, testing laboratories, and others having the need for such documents during this Contract.

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

is purchased.

9.3.2.15 The following expenses shall not be reimbursable:

9.3.2.15.1 Purchases of alcohol.

9.3.2.15.2 Meals for Owner or local consultant staff members.

9.3.2.15.3 Unreasonable photocopying costs or any photocopying costs for administrative and billing work.

9.3.2.15.4 Clerical, secretarial or general administrative time with the exception of technical typing of specifications or technical reports and personnel assigned to Design-Builder's field office.

9.3.2.15.5 Computer system time for any design or administrative work.

9.3.2.15.6 Interest expenses.

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

9.3.2.15.8 Expendable supplies unless authorized in advance by the Owner.

9.3.2.15.9 Entertainment and personal expenses of any kind.

9.3.2.15.10 Costs incurred by the Design-Builder as a result of, or to cure, any breach or violation of this Contract.

9.3.2.15.11 Any part of the Design-Builder's capital expenses.

9.3.2.15.12 Amounts required to be paid by Design-Builder for federal, state or local income or franchise taxes.

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

9.3.2.15.14 Costs to comply with Article 6.

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

9.3.2.16 No front loading on Progress Payments is allowed. Progress Payments are limited to the actual invoiced amounts.

- 9.3.2.17 Reimbursable expenses must be presented as a package organized in the following manner: Reimbursement Tracking Form, Reimbursement Matrix Sheet, actual invoices identifying item numbers and the matrix identifier as it appears on the Reimbursement Matrix Sheet and Reimbursement Tracking Form. This package should be secured by a clip or staple. The Reimbursement Tracking Form is required to be submitted electronically in Excel format, as is the supporting documentation for the submitted Design-Builder's Invoice.
- 9.3.2.18 Rebalancing between tasks or fees must first be requested with the first overage billing, along with an explanation for the overage and confirmation that the total contract amount will not be exceeded. Proposed supporting sheets are to be submitted at the request for balancing.
- 9.3.2.19 All permit requirements, acceptable deliverables and badges are required to be submitted seven days before submission of a final Design-Builder's invoice.
- 9.3.2.20 If deficiencies are found, a standard deficiency e-mail will be sent to the Design-Builder to resolve within 24 hours. If the deficiency is not resolved within that time, the Design-Builder's invoice will be returned.

9.4 INVOICES AND RECORDS

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

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

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

ARTICLE 10 INSURANCE REQUIREMENTS

10.1 The provisions of Attachment 2 - INSURANCE REQUIREMENTS are incorporated by reference into this Contract.

10.2 The Design-Builder will comply with the insurance requirements and coverage limits detailed in Attachment 2 - INSURANCE REQUIREMENTS. Such insurance will protect the Owner and Design-Builder from claims which may arise out of or result from operations under this Contract by the Design-Builder, by a subcontractor of the Design-Builder, by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable.

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

**ARTICLE 11
INDEMNITY**

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

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

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

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

1. Presence on, use or occupancy of Owner property;
2. Acts, omissions, negligence (including professional negligence and malpractice), errors, recklessness, intentional wrongful conduct, activities, or operations;
3. Any breach of the terms of this Contract;
4. Performance, non-performance or purported performance of this Contract;
5. Violation of any law, regulation, rule, order, decree, Advisory Circular or ordinance;

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

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

- 11.3 If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by Fla. Stat. § 725.06(2)-(3) or Fla. Stat. § 725.08, then with respect to the part so limited, Design-Builder agrees to the following: To the maximum extent permitted by Florida law, Design-Builder will indemnify and hold harmless the Owner, its members, officers, agents, employees, and volunteers from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fee, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Design-Builder and persons employed or utilized by the Design-Builder in the performance of this Contract.
- 11.4 If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by Fla. Stat. § 725.06(1) or any other applicable law, then with respect to the part so limited the monetary limitation on the extent of the indemnification shall be the greater of the (i) monetary value of this Contract, (ii) coverage amount of Commercial General Liability Insurance required under this Contract or (iii) \$1,000,000.00. Otherwise, the obligations of this Article will not be limited by the amount of any insurance required to be obtained or maintained under this Contract.
- 11.5 In addition to the requirements stated above, to the extent required by FDOT Public Transportation Grant Agreement and to the fullest extent permitted by law, the Design-Builder shall indemnify and hold harmless the State of Florida, FDOT, including the FDOT's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Design-Builder and persons employed or utilized by the Design-Builder in the performance of this Contract. This indemnification in this paragraph shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida's and FDOT's sovereign immunity.

- 11.6 Design-Builder's obligations to defend and indemnify as described in this Article will survive the expiration or earlier termination of this Contract until it is determined by final judgment that any suit, claim or other action against the Owner, its members, officers, agents, employees, and volunteers is fully and finally barred by the applicable statute of limitations or repose.
- 11.7 Nothing in this Article or Contract will be construed as a waiver of any immunity from or limitation of liability the Owner, or its members, officers, agents, employees, and volunteers may have under the doctrine of sovereign immunity under common law or statute.
- 11.8 The Owner and its members, officers, agents, employees, and volunteers reserve the right, at their option, to participate in the defense of any suit, without relieving Design-Builder of any of its obligations under this Article.
- 11.9 If the above Article 11.1-11.8 or any part of Article 11.1-11.8 is deemed to conflict in any way with any law, the Article or part of the Article will be considered modified by such law to remedy the conflict.

ARTICLE 12 SUCCESSORS AND ASSIGNS

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

ARTICLE 13 TRUTH IN NEGOTIATIONS

The Design-Builder certifies that the wage rates and other factual unit costs supporting the compensation described herein are accurate, complete and current as of the date of this Contract, and that the original compensation and any additions thereto will be adjusted to exclude any significant sums where the Owner determines the lump sum amount was increased

due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such Contract adjustments must be made within one year following the end of this Contract.

ARTICLE 14
PROHIBITION AGAINST CONTINGENT FEES

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

ARTICLE 15
PROHIBITED INTEREST

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

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

ARTICLE 16
CONTRACT MADE IN FLORIDA

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

ARTICLE 17
RESTRICTED VENDOR LISTS

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

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

ARTICLE 18
NON-DISCRIMINATION

- 18.1 During the performance of this Contract, the Design-Builder, for itself, its assignees and successors in interest, agrees as follows:
- 18.1.1 The Design-Builder will comply with the regulations relative to non-discrimination in federally assisted programs of the Department of Transportation (DOT) Title 49, Code of Federal Regulations, Part 21, as amended from time to time (hereinafter referred to as the Regulations), which are incorporated herein by reference and made a part of this Contract.
- 18.1.2 Civil Rights. The Design-Builder, with regard to the work performed by it under the Contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Design-Builder will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21. During the performance of this Contract, Design-Builder, for itself, its assignees, and successors in interest agrees to comply with the following nondiscrimination statutes and authorities, including but not limited to:
- 18.1.2.1 Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 18.1.2.2 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

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

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

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

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

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

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

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

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

18.1.2.11 Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, Design-Builder must

take reasonable steps to ensure that LEP persons have meaningful access to Design-Builder's programs (70 Fed. Reg. at 74087 to 74100); and

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

- 18.1.3 In all solicitations either by competitive bidding or negotiation made by the Design-Builder for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier must be notified by the Design-Builder of the Design-Builder's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.
- 18.1.4 The Design-Builder will provide all information and reports required by the Regulations or directives issued pursuant thereto and must permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Owner or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Design-Builder is in the exclusive possession of another who fails or refuses to furnish this information, the Design-Builder will so certify to the Owner or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
- 18.1.5 In the event of the Design-Builder's non-compliance with the non-discrimination provisions of this Contract, the Owner will impose such contractual sanctions as it or the FAA may determine to be appropriate, including, but not limited to, withholding of payments to the Design-Builder under this Contract until the Design-Builder complies, and/or cancellation, termination or suspension of this Contract, in whole or in part.
- 18.1.6 The Design-Builder will include the provisions of Paragraphs 18.1.1 through 18.1.5 in every subcontract and subconsultant contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Design-Builder will take such action with respect to any subcontract or procurement as the Owner or the FAA may direct as a means of enforcing such provisions, including sanctions for non-compliance. Provided, however, that in the event the Design-Builder becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Design-Builder may request the Owner to enter into such litigation to protect the interests of the Owner and, in addition, the Design-Builder may request the United States to enter into such litigation to protect the interests of the United States.

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

ARTICLE 19

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

- 19.1 It is the policy of the Owner that W/MBEs, as defined in the Owner's W/MBE Policy and Program, will have full and fair opportunities to compete for and participate in the performance of non-federally funded contracts or in the purchase of goods and services procured by the Owner. Consequently, the W/MBE requirements and the Owner's W/MBE Policy and Program will apply to this Contract and are made a part hereof.
- 19.1.1 The Design-Builder and any subcontractor of the Design-Builder will not discriminate on the basis of race, color, national origin, or sex in the performance of the Contract. The Design-Builder will carry out applicable requirements of the Owner's W/MBE Policy and Program in the award and administration of contracts. Failure by the Design-Builder to carry out these requirements is a material breach of the Contract, which may result in the termination of the Contract or such other remedy as the Owner deems appropriate which may include, but not limited to:
- 19.1.1.1 Withholding monthly progress payments;
 - 19.1.1.2 Assessing sanctions;
 - 19.1.1.3 Liquidated damages; and/or
 - 19.1.1.4 Disqualifying the contractor from future bidding as non-responsible.
- 19.1.2 The Design-Builder agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any contract, management contract, or subcontract, purchase or lease contract.
- 19.1.3 The Design-Builder agrees to include the statements in paragraphs (1) and (2) above in any subsequent contract or contract that it enters and cause those businesses to similarly include the statements in further contracts.

- 19.2 The Design-Builder agrees to ensure that W/MBEs, as defined in the Owner's W/MBE Policy and Program, have the maximum opportunity to participate in the performance of this Contract, and the Design-Builder will take all necessary and reasonable steps in accordance therewith to ensure that W/MBEs have the maximum opportunity to compete for and perform subcontracts.
- 19.3 W/MBE Goals. In compliance with the Owner's W/MBE Policy and Program, the Design-Builder's minimum W/MBE commitment is established as the sum total of the verified Letter(s) of Intent for each portion of the Project submitted with their response. The W/MBE goal stated below is the sum total of the certified W/MBE's listed in the Design-Builder's fee and scope proposal which is attached hereto and which will be enforceable under the terms of this Contract. The Design-Builder will demonstrate that they will subcontract to certified W/MBEs at least 23.6% of the total dollar amount earned on the design phase of the Project.
- 19.4 All W/MBEs interested in participating in contracting/subcontracting opportunities must be certified as eligible W/MBEs before said business enterprises begins their portion of the Contract work. Only certified W/MBEs will count toward the W/MBE goal. If the Design-Builder fails to achieve the W/MBE expectancy stated herein, it will be required to provide documentation demonstrating that it made good faith efforts in attempting to do so.
- 19.5 W/MBE Termination and Substitution: The Design-Builder will not terminate a W/MBE for convenience without the Owner's prior written consent. If a W/MBE is terminated by the Design-Builder with the Owner's consent or because of the W/MBE's default, then the Design-Builder must make a good faith effort, in accordance with the requirements of the Owner's W/MBE Policy and Program, to find another W/MBE to substitute for the original W/MBE to provide the same amount of W/MBE participation.
- 19.6 Reporting Requirements: The Design-Builder agrees that, within 15 days after the expiration of each calendar month during the term of the Contract beginning on the effective date of the Contract, it will provide a W/MBE Utilization Activity report to the Owner's Business Diversity Manager reflecting, as applicable, in a form acceptable to the Owner, the Design-Builder's total dollar value received under the Contract for the applicable period and the amount expended for the purchase of goods and services from each W/MBE firm during that period, calculated in accordance with the requirements of the Owner's W/MBE Policy and Program.
- 19.7 Monitoring: The Owner will monitor the compliance and good faith efforts of the Design-Builder in meeting these requirements. The Owner will have access to the necessary records to examine such information as may be appropriate for the purpose of investigating and determining compliance with this subsection, including, but not limited to, records, records of expenditures, contracts between the Design-Builder and the W/MBE participant, and other records pertaining to the W/MBE participation

plan, which the Design-Builder will maintain for a minimum of three years following the end of the Contract. Opportunities for W/MBE participation will be reviewed prior to the exercise of any renewal, extension or material amendment of the Contract to consider whether an adjustment in the W/MBE requirement is warranted. Without limiting the requirements of the Contract, the Owner reserves the right to review and approve all subleases or subcontracts utilized by the Design-Builder for the achievement of these goals.

- 19.8 Design-Builder agrees to indemnify the Owner from the loss of any funds or other damages that may result from Design-Builder's failure to achieve the W/MBE goals set forth herein or to establish a good faith effort to do so, including attorneys' fees and costs associated with said failure by Design-Builder or good faith investigation by Owner. Failure of Design-Builder to make a good faith effort to achieve W/MBE goals will be a material breach of this Contract. The determination of whether Design-Builder's efforts were made in good faith will be made by the Owner. At 50% completion, a plan of action properly reflecting anticipated W/MBE achievement of the commitment is required to be submitted to the Owner.
- 19.9 In the event of the Design-Builder's non-compliance with the Owner's W/MBE Policy and Program, failure to meet the prescribed W/MBE goal set forth in this Contract, or failure to establish a good faith effort to do so, the Owner will impose such contract sanctions as the Owner may determine to be appropriate, including but not limited to:
- 19.9.1 Withholding of payments to the Design-Builder under this Contract until the Design-Builder complies; and/or
 - 19.9.2 Assessing sanctions; and/or
 - 19.9.3 Liquidated damages; and/or
 - 19.9.4 Cancellation, termination or suspension of this Contract in whole or in part; and/or
 - 19.9.5 Suspension or debarment of Design-Builder from eligibility to contract with the Owner in the future or to receive bid packages or request for qualification (RFQ) packages, pursuant to the Owner's Policy P414, Suspension/Debarment of Contractors.

ARTICLE 20
PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

This Contract will be terminated in accordance with Florida Statute Section 287.135(3) if it is found that the Design-Builder submitted a false Scrutinized Company Certification as provided in Florida Statute Section 287.135(5) or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is

engaged in a boycott of Israel, or (ii) for any contract for goods or services of \$1 million or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

ARTICLE 21
E-VERIFY REQUIREMENT/UNAUTHORIZED ALIENS

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

ARTICLE 22
COMPLETE CONTRACT

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

ARTICLE 23
NO WAIVER

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

ARTICLE 24
NO EQUITABLE ADJUSTMENT

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

ARTICLE 25
LOBBYING

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

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**ARTICLE 26
CONTRACT**

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

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

By the Design-Builder this _____ day of _____, 2019.

ATTEST:

DPR Construction, A General Partnership

By: _____

Title: _____

Print Name

Print Address

Signed, sealed, and delivered
in the presence of:

Witness

Print Name

Witness

Print Name

Notary for DPR Construction, A General Partnership

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 Authority 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

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

By: _____
Michael Kamprath, Assistant General Counsel

Notary for Hillsborough County Aviation Authority

**STATE OF FLORIDA
COUNTY OF HILLSBOROUGH**

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



October 24, 2019

Mr. Tom Thalheimer
Manager of Procurement
Hillsborough County Aviation Authority
4160 George J Bean Parkway, Suite 2400
Administrative Building, Second Level Red Side
Tampa, FL 336070

Project: 8226 17 SkyCenter Authority Offices Interior Fit Out including AOC, ICC, NOC and Data Center

The development of this scope document is based on several documents provided to the Design-Builder on or shortly after a September 10th, 2019 project kick-off meeting. This information includes the following and is commonly referred to herein as “BOD Package”;

1. SkyCenter Office Master Programming Draft Transmittal package dated 09/13/2019 including Master Programming Draft, CAD Plans for Levels 3, 4 & 5, MEP draft narrative, Draft Interior Architecture Narrative.
2. Project Estimate dated 09/18/2019 as prepared by Aguirre Project Resources, LLC. – Estimate was provided for organizational purposes as all costs were removed from the document.
3. SkyCenter One Core and Shell 60% Draft Submittal Package dated 08/12/2019
4. Core & Shell LEED Score Card prepared by HOK dated 06/27/2019
5. Re-purposing of Suite A & C scope of work email received 09/12/19
6. HCAA Kick-off Meeting PowerPoint Presentation dated 09/09/2019

The information above has been provided in draft format with anticipation that a formal turnover package will be provided from the Owner November 7th, 2019.

Project Understanding:

1. Project includes preconstruction and design of interior levels 3, 4 and 5 including the systems associated with these 3 floors within the SkyCenter One core and shell office building (excluding building core systems, these are by another design-builder). As per the 09/10/19 kick-off meeting, based on Owner’s preliminary programming and design, floorplans for levels 4 & 5 have been established and Design-Builder shall proceed as though the layouts for these floors are fixed. Level 3’s floorplan includes a Data Center (labeled as NOC), AOC and ICC, these areas have not had the same level of development as the surrounding HCAA Operations and IT on Level 3, Level 4 and Level 5 and therefore this project shall proceed development of floorplans for these spaces.
2. Design, Specification and System engineering and coordination of the furniture. The DB shall establish all vendors, types of furniture, quantities and cost estimates. Then the DB shall assist HCAA with the Procurement of the Furniture.
3. Move management
4. Assistance with the Authority led change management team
5. Repurposing of Suites A & C in the main terminal
6. Integration of temp Suite B furniture into SkyCenter Lvl 3, 4 and/or 5’s design upon Authority discretion to do so.

Scope of Services – Construction Manager Preconstruction Services

DPR Construction proposes the following construction manager preconstruction scope of work as it leads the Design-Build Team’s Part 1 responsibilities for this project.

30% Schematic Design Phase -

- Negotiate and prepare subcontract agreements with Design-Build team subconsultants
- Project Kick-off Meeting with the Authority to review:
 - The Authority’s goals and objectives.
 - Communication procedures with HCAA; identify roles and responsibilities of Authority and design team members, decision makers and stakeholders.
 - The scope of the project and identify critical areas that will determine a successful outcome.
 - Project schedule and budget
 - Initial schedule of meetings and presentations in HCAA provided PowerPoint template
- Facilitate Internal D/B Team Kick-off & Recurring Meetings
- Develop project accounting procedures
- Develop the project safety plan
- Lead and Participate in Regular Weekly Design Coordination Meetings (DB Team & HCAA)
- Provide Regular Constructability Feedback / Review of Design
- Develop Preliminary Project Schedule and update regularly
- Develop site logistics plan
- Lead recurring BIM coordination and QA/QC effort



- Participate in recurring move-change management meetings in support of Owner's move & change management efforts.
- Local Subcontractor Outreach and Project Marketing/Prequalification of Trade Partner Community including W/MBE outreach.
- Develop Solicitation list for subs and vendors
- Preliminary Project Cost Modeling / Budget Validation
- Budget Update at completion of 30% SD phase
- Assistance with LEED/sustainability evaluation
- QA / QC of 30% package and provide proof of QA/QC as a deliverable at completion of all milestone submittal phases
- Prepare presentations and present to HCAA's Executive Team.

60% Design Development –

- Lead / Participate in Regular Weekly Design Coordination Meetings (DB Team & HCAA)
- Cost feedback on materials / concepts and their influence on estimate (not entire estimate update)
- Provide Regular Constructability Feedback / Review of Design
- Maintain and expand the project safety plan
- Maintain and expand site logistics plan
- Lead recurring BIM coordination and QA/QC effort
- Further development of project schedule
 - Review HCAA commissioning criteria and incorporate where appropriate
 - Review HCAA criteria document and incorporate where appropriate
 - Analysis of Key Materials and their lead time which may influence schedule/phasing
- Local Subcontractor Outreach and Project Marketing/Prequalification of Trade Partner Community including W/MBE outreach.
- Prepare bid packages
- Budget Update at completion of 60% DD phase
- Assistance with LEED/sustainability evaluation

90% & 100% Construction Documents (Many activities overlapping between 90% & 100%)

- Lead / Participate in Regular Weekly Design Coordination Meetings (DB Team & HCAA)
- Provide Regular Constructability Feedback / Review of Design
- Lead recurring BIM coordination and QA/QC effort
- BIM verification of existing conditions
- Maintain and expand the project safety plan
- Maintain and expand site logistics plan
- Further development of project schedule
 - Review HCAA commissioning criteria and incorporate where appropriate
 - Review HCAA criteria document and incorporate where appropriate
 - Analysis of Key Materials and their lead time which may influence schedule / phasing
- Local Subcontractor Outreach and Project Marketing / Prequalification of Trade Partner Community including W/MBE outreach.
- Review HCAA LEAF criteria and provide required documentation as a submittal
- Assistance in Design Team's submittal of Permit Docs
- Develop, Present and Confirm Bid Documents including;
 - Bidders List
 - Project Schedule
 - Scopes of Work
 - Phasing Plans
- Facilitate Bidding & GMP Development
- Assistance with LEED/sustainability evaluation
- GMP Presentation

If you have any questions, please feel free to contact me at (813) 917-8917.

Best Regards,

A handwritten signature in blue ink, appearing to read 'B. Robbins', is written over a light blue circular scribble.

Brian Robbins, Project Director

DPR Construction



October 23, 2019

Brian Robbins
DPR Construction
One N. Dale Mabry Hwy., Suite 820
Tampa, FL 33609

Subject: Tampa International Airport HQ
Scope of Work by Gensler and Gensler's Consultants.
Project Number: TBD
File Code: XXX

Dear Mr. Robbins:

Gensler's and Gensler's Consultants basic services are defined as follows:

Gensler Design Management

1. Gensler will enter into subconsultant agreements with the balance of the design team who will report to Gensler for the duration of the project. Subconsultant agreements will incorporate agreement terms and conditions between Owner and Design Builder, as well as the terms and conditions of the agreement between Design Builder and Gensler.
2. Gensler will engage sub-consultants to provide basic design services for the following building systems or components. Gensler will provide management of contracted Sub-Consultants and their deliverables. Gensler will provide backgrounds of Gensler's drawings to Owner's consultants, showing the locations of architectural design elements that influence the layout of engineering and other systems.
 - a. *Structural Engineering*
 - b. *Mechanical, Electrical, Plumbing, Fire Protection Engineering, and Energy Modeling*
 - c. *AV/IT*
 - d. *Technology and Security*
 - e. *Lighting Design*
 - f. *Change Management*
 - g. *Move Management*
3. Gensler will communicate requirements and deliverables of the Owner's selected furniture vendor through the Owner Representative so design may proceed in accordance with the Project Schedule.
4. Attend weekly meetings with the owner, prepare and distribute agenda and meeting minutes, and coordinate participation of subconsultants, as required in Prolog.
5. Track resolution of action items resulting from design and coordination meetings.

Brian Robbins
DPR Construction
October 23, 2019
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6. Lead weekly internal Design-Build team coordination meetings prepare, update and distribute action lists, and coordinate participation of subconsultants, as required.
7. Manage the design team schedule and track progress to achieve project milestones.
8. Prepare master templates for use by design team in milestone deliverables
9. Coordinate design deliverables, and ensure that QC reviews are performed by all team members and QA/QC reports provided to Owner as per Project Schedule.
10. Day to day management of Gensler's in-house services including interior design, LEED Services and Environmental Graphics, as indicated in Basic Services herein.
11. Coordination with Design Builder throughout the duration of design to assist in their generation of construction cost estimates.
12. Coordinate and attend meetings with AHJ, including pre-plan review meetings as required, to review issues of importance.
13. Coordinate permit submissions to AHJ
14. Receive and check all invoices from design team subconsultants including the tracking of expenditures against agreements and process of the work.
15. Prepare team monthly invoicing with all appropriate backup and submit to the Design Builder for use in invoicing to the Owner.
16. Receive invoice payment from the Design Builder and coordinate payments to subconsultants.
17. Management of the Design and subconsultant team throughout the Construction Administration phase including project close-out and substantial completion.

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Gensler Interior Design

Overall Project Scope

1. **SkyCenter Level 3:**
 - a. Validation of Space plan and entry from the atrium, including communicating stair from levels 3 through 5, provided in BOD Package.
 - b. Advancement of the BOD design to meet all applicable codes.
 - c. Design Charette, as defined herein.
 - d. Interior design services presented for approval at 30/60/90 & 100% phases, Bid and Permit documents as defined herein.
2. **SkyCenter Level 4:**
 - a. Validation of Board Room design and entry from the atrium as provided in BOD Package.
 - b. Advancement of the BOD design to meet all applicable codes.
 - c. Design Charette, as defined herein.
 - d. Interior design services for the development of BOD Package Workspace layout as provided on 9/13/19, to be presented for approval at 30/60/90 & 100% phases, Bid and Permit documents as defined herein.
3. **SkyCenter Level 5:**
 - a. Validation of Innovation Center design and access points to the terrace as provided in BOD Package.
 - b. Advancement of the BOD design to meet all applicable codes.
 - c. Design Charette, as defined herein.
 - d. Interior design services for the development of BOD Package Workspace layout as provided on 9/13/19, to be presented for approval at 30/60/90 & 100%% phases, Bid and Permit documents as defined herein.
4. **Landside Suites A & C**
 - a. Design of Landside Suites A & C to follow the design direction of SkyCenter workplace standards. There is no separate design charette included for these spaces.
 - b. Advancement of the BOD design to meet all applicable codes.
 - c. Interior design services for the development of BOD Package Workspace layout as provided on 9/13/19, to be presented for approval at 30/60/90 & 100% phases, Bid and Permit documents as defined herein.

Services

30% Schematic Design – Phase One Review Bridging Docs / Due Diligence

Due Diligence. Gensler will proceed with the information provided by the Owner's BOD team, without validation of the BOD Package.

Existing Conditions.

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- a) Gensler will review record documentation provided by Owner of the existing conditions and visit the Project site to verify reasonably observable existing conditions.

Off-Site Project Tour.

1. Upon Owner's approval of proposed projects selected for tour, Gensler will coordinate one-time access to proposed projects with the Owner and any other necessary parties. The objective of the Project Tours will be to review and discuss work modes, work flow, departmental identity, etc., in order to advance the design direction for the Project.
2. Gensler will prepare minutes documenting the discussions and decisions made during the tours. The minutes will also document any questions and issues which the parties may agree to address at a later stage. Gensler will issue the minutes to the Owner for review and approval of the design approach and direction.

30% Schematic Design

Design Charrette for SkyCenter Levels 3, 4 & 5.

1. Upon Owner's approval of the Program, Gensler will coordinate a design charrette with the Owner and any other necessary parties, including for example, Gensler's consultants, Owner's separate consultants, the end user if different from the Owner, and any other parties required to make design decisions. The objective of the design charrette will be to review and discuss the design approach, test fits and design intent drawings, in order to establish the design direction for the Project.
2. Gensler will prepare minutes documenting the discussions and decisions made during the charrette. The minutes will also document any questions and issues which the parties may agree to address at a later stage. Gensler will issue the minutes to the Owner for review and approval of the design approach and direction.

Design Delivery.

1. Based on validation of the BOD Package, design charette, project tours, and Owner's authorization to proceed, Gensler will develop the Schematic Design in accordance with HCAA design Criteria Manual including:
 - a. Illustrative floor plans of SkyCenter levels 3, 4 & 5 including development of communicating stair between levels 3, 4 & 5, as proposed in BOD Package.
 - b. Interior elevations and standard 3D interior drawings of key areas to communicate proposed design intent.
 - c. Design narrative outlining summary of design decisions made to date, including materiality, for use in schematic pricing exercises.
 - d. (1) Finish Sample Board for review and approval by HCAA.
 - i. A digital copy will also be provided for the project record.
 - e. Regarding furniture, Gensler will:

- i. Facilitate a workshop to understand the owner's unique requirements for furniture types/pieces that were not evaluated in previous workstation selection efforts completed by the owner.
 - ii. Generate and present design concepts for the office and ancillary furniture based on the workstation design established in BOD Phase, including any custom furniture that may be required, and AOC furniture, receive feedback from HCAA and incorporate comments into the design.
 - iii. Review options for procurement utilizing state furniture contracts with the Owner.
 - iv. Develop narrative to describe intended furniture systems including preliminary specifications to describe intent
 - v. Prepare a preliminary furniture schedule and budget including a tabular matrix indicating all furniture types, quantities and cost.
 - vi. Coordination and design of relocated of Temp Suite B Furniture to Sky Center if determined by HCAA
- f. Outline Specification
 - g. Outline description of building systems included in Gensler's scope of services, prepared by Gensler's consultants.
 - h. Life Safety analysis for the space.

Gensler will provide Draft Schematic Design Documents in PDF, upload to Prolog and upon request will provide up to six (6) physical copies of the Schematic Design Documents as part of the estimate for Reimbursable Expenses. At the delivery of this phase's deliverable package, Design Build Team will meet with Owner to present and review the material, including the cost estimate prepared by Design Builder. Following the Owner's review of this phase's deliverable package and issuance of comments, the Owner and the Design Build Team will agree upon any reasonable changes, consistent with the Program, and Gensler will incorporate such changes in the Final 30% Schematic Design Package and upload to Prolog.

60% Design Development.

Based on the approved Schematic Design and Owner's authorization to proceed, Gensler will proceed with Design Development, in accordance with the HCAA Design Criteria Manual to further develop the design, including:

1. Finalization of Architectural treatments, including materials palettes, millwork, and color selections;
2. Architectural floor plans detailing internal partition layouts and construction.
3. Recommendations for acoustical best practices
4. Room names and numbers per HCAA Standards.
5. Reflected ceiling plans and typical light fixtures;

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6. Interior elevations, enlarged floor plans, standard 3D views, and sketches as required to communicate design intent;
7. Finish Sample Board for review and approval by HCAA.
 - a. A digital copy will also be provided for the project record.
8. Regarding furniture, Gensler will:
 - a. Obtain product data and prepare illustrations of design intent. Illustrations may include Standard 3D drawings, plans or elevations to communicate finish selections.
 - b. Advance SD concept and present for approval.
 - c. Provide samples of actual materials proposed for HCAA approval.
 - d. Coordinate and attend visits to local showrooms/installations, as required.
 - e. Work with Owner's selected furniture supplier in the acquisition of samples and assessment of their suitability for incorporation into the work.
 - f. Coordinate furniture requirements with AV/IT and electrical subconsultants.
 - g. Update SD furniture schedule and budget including a tabular matrix indicating all furniture types, quantities and cost.
9. Outline Specification, including critical sections required for DD pricing.
10. Outline description of building systems included in Gensler's scope of services, prepared by Gensler's consultants.
11. Continued refinement of Life Safety analysis for the space.
12. Details and/or sections of key design elements as required to communicate design intent;
13. Coordination of Interior Architecture with Building systems.
14. Refinement of design of building systems included in Gensler's scope of services (prepared by Gensler's consultants) and coordination with Owner's engineering and other consultants.

Design Build Team will provide Draft Design Development Documents in PDF, upload to Prolog and upon request will provide up to six (6) physical copies of the Documents as part of the estimate for Reimbursable Expenses. At the delivery of this phase's deliverable package, Design Build Team will meet with Owner to present and review the material, including the cost estimate prepared by the Design Builder. Following the Owner's review of this phase's deliverable package and issuance of comments, the Owner and Gensler will agree upon any reasonable changes, consistent with the Program, and Gensler will incorporate such changes in the Final 60% Design Development Package and upload to Prolog.

90% & 100% Construction Documents

Based on the approved Design Development Documents, authorized adjustments to the Project Budget, and Owner's authorization to proceed, Gensler will provide Drawings and Specifications intended to be used for pricing and constructing the Project, in accordance with the HCAA Design Criteria Manual and/or project specific requirements, including:

1. Architectural floor plans including

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- a. Location, fire ratings, and construction of interior partitions.
- b. Location and detailing of doors and windows
- c. Equipment locations and types, coordinated with MEP and AV subconsultants
2. Lighting, Door, and specialty equipment schedules;
3. Interior elevations and building sections as required;
4. Enlarged plans and elevations of special areas where necessary;
5. Reflected ceiling plans including lighting, coordination with MEP & F systems, and other ceiling mounted equipment;
6. Finish plans and schedules;
7. Design details;
8. Code required signage standards;
9. Project Manual, including General and Supplementary Conditions, General Requirements, and Technical Specifications;
10. Furniture location drawings and design intent specifications that describe the requirements for pricing, bidding, fabricating, and installing furniture, including updates to CD furniture schedule and budget tabular matrix as required
11. Engineering drawings of systems included in Gensler's scope of services (prepared by Gensler's consultants) and coordination with Owner's engineering and other consultants.

Gensler will provide 90% Construction Documents in PDF, upload to Prolog and upon request will provide up to six (6) physical copies of the drawings and specifications as part of the estimate for Reimbursable Expenses. At the delivery of this phase's deliverable package, Gensler will meet with Owner to present and review the material, including the cost estimate prepared by Owner's Design Builder. Following the Owner's review of this phase's deliverable package and issuance of comments, the Owner and Gensler will agree upon any reasonable changes, consistent with the Program, and Gensler will incorporate such changes in the 100% Construction Documents Package and upload to Prolog.

Construction Administration

1. Gensler will assist Design-Builder with Construction Administration providing the following services:
 - a. Assessment of pricing and contracting strategies and selection of subcontractors/vendors.
 - b. Attendance at weekly meetings with Owner and potential contractors or vendors.
 - c. File documents required by governmental authorities having jurisdiction over the Project, as it relates to the issuance of a general building permit.
 - d. Attendance at a pre-construction conference with the Project Team (Owner, Contractor, Gensler, and each of their key subconsultants and subcontractors) to discuss the operational aspects of the Project, including the Construction Administration procedures.
 - e. Visit the Project site during construction to attend weekly progress meetings.



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7. Review and Respond to RFI, Product Data Submittals, Shop Drawings via Prolog.
 - i. Assisting Design-Builder in establishing requirements of substantial and final completion.



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Gensler LEED Services

Scope:

LEED Documentation Services to the Silver level under LEED v4 for Commercial Interiors (CI).

Services:

Basic Services

Gensler will integrate healthy living and sustainable design principles as an element of its design philosophy for the Project. In order to pursue LEED Certification, Gensler and Gensler's consultants will prepare the additional documentation necessary to support the application for certification.

1. Gensler will coordinate the documentation and certification submission process, including certification planning and analysis, providing documentation of architecture-related credits, coordinating the documentation of credits assigned to Gensler's Consultants, Contractor and Client; and completing the final submission of paperwork to GBCI.
2. With Owner authorization, Gensler will register the project with USGBC as Client's agent, in accordance with the then current version of the USGBC's Registration Agreement and the LEED Certification Policy Manual ("LEED Manual"). The current version of the LEED Manual can be found at:
 - a. <https://www.leedonline.com/irj/go/km/docs/documents/usgbc/leed/config/terms/LeedCertificationManual/LEEDCertificationPolicyManual.pdf>.
3. Submit the LEED Design Review package to USGBC within approximately 60 days of issuing of final construction documents and LEED Submission Construction Review package within approximately 60 days of final client move in. Actual time to receive notice of LEED certification is dependent upon USGBC.
4. The role of each team member is summarized below:

Task Category	Architect: Gensler	LEED Consultant: Gensler	Engineers/ Other Consultants	Contractor	Client
Coordinate Team related efforts		X			
LEED Scorecard	X	X			
Recommendations	X	X	X	X	
Quantifiable Analysis			X	X	
Research	X	X	X	X	
Prepare Submission Documentation	X	X	X	X	X
Submit Design and Construction Submissions		X			
Prepare Credit Interpretation Requests	X		X	X	
Prepare Responses to Review Comments	X	X	X	X	X
Manage Issue Resolution with USGBC		X			

30% Schematic Design, 60% Design Development, 90% & 100% Construction Documents

1. Participate in related discussions during regular project meetings
2. Attend meetings to discuss & coordinate relevant design issues, up to once per month.
3. Conduct research and documentation related to architectural items throughout design as needed for LEED submission.
 - a. Integrate related language into the project specifications.
4. Coordinate LEED-related team education and progress
 - a. Coordinate twice monthly meetings for LEED issues, if needed
 - b. Update the LEED Scorecard, including status of the credit documentation, as needed
 - c. Review and comment on MEP Basis of Design and Owner’s Project Requirements, and Owner Policies.
 - d. Review design development, 50% and 95% construction drawings and specifications for related issues.
5. Register the project with USGBC for LEED certification consideration, and pre-certification if applicable
 - a. Coordinate with all team members to access the project through LEED Online
6. Coordinate LEED credit documentation status for other team member assigned credits (MEP, lighting, commissioning, etc)
 - a. Facilitate Submission of Credit Interpretation Requests by other team members for credits assigned to them.
 - b. Complete LEED Online Design Review submittal to USGBC.

Construction Administration

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1. Review substitution requests and Requests for Information (RFI) relevant to architecture related LEED credits.
2. Complete LEED Online Construction Review documentation submittals for credits for which Gensler is responsible.
3. Attend meetings to discuss & coordinate relevant design issues, up to once per month.
4. Coordinate LEED related team progress
 - a. Plan and facilitate a construction kick-off meeting with the construction management team, to review tracking and submittal requirements.
 - b. Participate in twice monthly conference calls with the contractor to review the requirements for both systems
 - c. Document LEED Credit Strategy (Scorecard) and progress toward certification, including assignment of team responsibilities and credit submission status all credits.
 - d. Review contractor required construction plans (e.g. Waste Management, Indoor Air Quality and Pollution Prevention)
 - e. Review commissioning report
 - f. Participate monthly in construction meetings or conference calls, or coordinate with contractor's designated liaison, to review credit performance and documentation status
5. Coordinate documentation submittals
 - a. Coordinate and audit LEED Online Construction Review documentation submittals by other team members.
 - b. Review Credit Interpretation Requests submission by other team members
 - c. Coordinate LEED submittal to GBCI
 - d. Coordinate LEED audit and credit appeals as needed

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Gensler Environmental Graphics & Signage

Scope:

Gensler's Environmental Graphic Design services include brand design to create a sense of identity for both guests and employees. Intent of the brand design elements is to evoke a sense of the place using curated graphics and imagery influenced by visual assets. Scope includes graphics for glass partitions, reception area brand feature moment and 2-3 additional brand moments throughout each floor plate. In addition, Gensler will design an interior signage system including room identification, cubicle labels, egress signage and key wayfinding.

Services:

30% Schematic Design

- a) Gensler will ask for any background documents to inform the communication strategy within the workplace. During this initial immersion phase, Gensler and the Owner will define story-telling opportunities within the workplace and determine key messaging to support the company's mission. In tandem, Gensler will review the test fits and perform a wayfinding analysis to understand traffic flow in, out and around the space(s).

60% Design Development.

1. During the design development phase, Gensler will further develop the selected design concepts including final materials, colors, mounting condition and heights, size and data and power requirements. The EGD (Environmental Graphic Design) elements will be presented as elevation drawings and marked on a location plan. Gensler will also assist Design-Builder in providing a preliminary fabrication estimate and present refined design concepts to Owner.
2. During the course of project design meetings, Gensler will schedule time to present two (2) design options for signage solutions. Gensler will work with HCAA Standards, and the Owner's project team to select finish, typeface, and color best suited for the overall space and execution of the signage package.
3. Gensler will create sign location plans and message schedules to identify and document all necessary sign types and quantities of signs; identify unique conditions which require new sign types or specialty installation.
4. Gensler will assist design-builder in providing preliminary overall fabrication budget estimate and review final submission of overall design package (in 11"x17" format) with Project Team. Following review, incorporate one (1) round of revisions into the Design Intent set based upon feedback.

90% Construction Documents.

1. Gensler will prepare final design intent drawings to serve as a basis for fabrication, in 11" x 17" format to include cover sheets, schedules and plans to show layout, details, and dimensions, elevations and finish schedule.

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2. Gensler will indicate the location and construction of items in sufficient detail for the project to be priced, fabricated and installed, and for applicable permits to be obtained by the fabricator, if required. Actual construction details and drawings are produced by the selected fabricator in shop drawing format. Final document will be reviewed by senior technical designer who will perform quality assurance review prior to releasing any documents.
3. Gensler will review 90% design intent set with Owner, to incorporate (1) more final round of comments related to fabrication details before issuing to fabricator.
Gensler will provide Draft 90% Construction Documents in PDF and up to six (6) copies of the Construction Documents as part of the estimate for Reimbursable Expenses. At the delivery of this phase's deliverable package, Gensler will meet with Owner to present and review the material, including any cost estimate prepared by Design-Builder.

Construction Administration

- a) Gensler will Review contractor shop drawings and submittals, answer RFIs, make site visits during installation to ensure that the process is consistent with design intent documents. Create field notes following each visit, communicating any construction issues observed. One final site visit will be for punch-list walkthrough upon substantial completion.

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Lotus Design Graphics/Content/Curation

Scope:

Lotus will serve as a technical resource to the Gensler Environmental Graphics Team to create custom content, per the approved 30% SD design direction. Additionally, Lotus will curate HCAA content for, and design the HCAA history exhibit featuring existing historic material, including photos, artifacts, etc..

Services:

30% Schematic Design

1. Meeting with HCAA staff for the curation and design of HCAA history exhibit.
2. Coordination with Gensler regarding location and design of history exhibit.
3. Coordination with lighting designer as required.
4. Hi-resolution scanning of existing print/photography material for reuse.

60% Design Development

1. Biweekly meetings with Owner and Design Build Team as required to contribute to the design of the Environmental Graphics package.
2. Design of history exhibit, in coordination with Gensler and HCAA.
3. Presentations to include electronic and paper prints of graphic options for review.
4. Renderings and physical samples to be shown with interior design finishes for further collaboration/cohesiveness of final design.
5. Coordination with lighting designer as required.
6. Procurement of mockups/samples, as required for review of design intent, materials, etc.
7. Graphic/content location plans and tagged floor plans keyed with proposed graphics mediums/sizes.

90% Construction Documents.

1. Biweekly meetings with Owner and Design Build Team as required to contribute to the design of the Environmental Graphics package.
2. Design of history exhibit, in coordination with Gensler and HCAA.
3. Presentations to include electronic and paper prints of artwork options for review.
4. Renderings and physical samples to be shown with interior design finishes for further collaboration/cohesiveness of final design.
5. Coordination with lighting designer as required.
6. Procurement of mockups/samples, as required for review of design intent, materials, etc.
7. Graphic/content location plans and tagged floor plans keyed with proposed graphics mediums/sizes.

Construction Administration

1. Direction of professional illustration and photography.

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2. Image retouching as required in the reuse of existing photography.
3. Commissioning of professional illustration or photography as required to supplement Environmental Graphics and Signage design.
4. Site coordination of Owners' new space as required for feasibility of artifact display installations, any conflicts, obstructions or limitations to design of exhibit / graphics.
5. Meetings, as required for the execution of this scope, with Owner and Design Build Team, to contribute to the Construction Administration

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HLB Lighting Design

Scope:

HLB Lighting Scope of services includes design of lighting for select areas of the SkyCenter workplace:

1. Reception
2. Conference Rooms
3. Café/Social Hub
4. AOC/ICC
5. Boardrooms
6. Innovation Hub

Services:

30% Schematic Design

1. Participate in web-based design conferences with the Owner, Architect and other Consultants to discuss project concepts, illumination criteria, project cost guidelines, and schedule parameters. Time for six (6) hours of teleconferences or web-based conferences is included in the fee.
2. Prepare design studies and analysis for visual tasks to be performed by the occupants and functional requirements for the lighting system, including conceptual lighting designs for major space types. Approved concepts will be the basis of the design in the Design Development phase.
3. Prepare a design basis document outlining the recommended program for lighting design for Client approval. The document may discuss for each area type: lighting design approach, design criteria, sustainable criteria/LEED, target light levels, power densities, sources, color temperature, luminaire budgets and control intent, if applicable, and may also include diagrams and representative precedent imagery.
4. Prepare hand sketches, rendered plans and elevations, imagery and other visual presentation elements required for communication of the lighting design intent within the design team.
5. Issue 30% lighting documentation

60% Design Development.

1. Participate in web-based design conferences with the Owner, Architect and other Consultants. Time for eight (8) hours of teleconferences or web-based conferences is included in the fee.
2. Prepare electric lighting calculations for typical representative space types as required for in-house verification of the evolution of design concepts. Calculations are used as a design tool to study quality and quantity of luminaires and are not intended to create photo-realistic presentation renderings.

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3. Prepare preliminary design and layouts of proposed luminaires by the creation of a local Revit lighting model file based on 3D Revit electronic backgrounds provided by the Architect in the DD Phase when ceiling information has been sufficiently resolved (heights and types of ceilings).
 - a. HLB will provide luminaire layouts as Revit linked-views for incorporation into the architectural model for use by Architect and Electrical Engineer in creating their drawing sheets.
 - b. Lighting families provided by HLB will be as provided by lighting manufacturers or created by HLB.
 - c. Luminaire families will contain simple geometrical shapes for generic coordination only and not for clash detection, specifications, lighting schedules, energy data or renderings.
4. Prepare a preliminary luminaire schedule and luminaire cuts and/or sketch recommendations for architectural mounting details.
5. Provide assistance with establishing allowances or budgetary probable costs (material costs only) of specified luminaires to the Architect for preparation of a preliminary cost estimate by others. It is assumed that the final budget prepared in Design Development is the agreed upon lighting budget if no other lighting budget direction is provided.
6. Assist the electrical engineer with confirmation of compliance with maximum allowable connected load for lighting as dictated by Lighting Section of applicable Energy Code.
7. Prepare preliminary Control Intent Narrative for zoning and lighting controls performance. Design and specification of the control system is to be by the project electrical engineer. Zoning diagrams will be provided for specialty spaces.
8. Prepare reviews of Design Development documents as prepared by the Architect and their Consultants, and as related to the lighting. Time for two (2) reviews is included in the fee.
9. One (1) 2D issuance at 50% DD and one (1) 3D issuance at 100% DD, including luminaire packages.

90% & 100% Construction Documents.

1. Participate in web-based design conferences with the Owner, Architect and other Consultants. Time for eight (8) hours of teleconferences or web-based conferences is included in the fee.
2. Prepare electric lighting calculations for typical representative space types as required for in-house verification of the evolution of design concepts. Calculations are used as a design tool to study quality and quantity of luminaires and are not intended to create photo-realistic presentation renderings.

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3. Prepare preliminary design and layouts of proposed luminaires by the creation of a local Revit lighting model file based on 3D Revit electronic backgrounds provided by the Architect in the DD Phase when ceiling information has been sufficiently resolved (heights and types of ceilings).
 - a. HLB will provide luminaire layouts as Revit linked-views for incorporation into the architectural model for use by Architect and Electrical Engineer in creating their drawing sheets.
 - b. Lighting families provided by HLB will be as provided by lighting manufacturers or created by HLB.
 - c. Luminaire families will contain simple geometrical shapes for generic coordination only and not for clash detection, specifications, lighting schedules, energy data or renderings.
4. Prepare a preliminary luminaire schedule and luminaire cuts and/or sketch recommendations for architectural mounting details.
5. Provide assistance with establishing allowances or budgetary probable costs (material costs only) of specified luminaires to the Architect for preparation of a preliminary cost estimate by others.
6. Assist the electrical engineer with confirmation of compliance with maximum allowable connected load for lighting as dictated by Lighting Section of applicable Energy Code.
7. Prepare preliminary Control Intent Narrative for zoning and lighting controls performance. Design and specification of the control system is to be by the project electrical engineer. Zoning diagrams will be provided for specialty spaces.
8. Prepare reviews of Design Development documents as prepared by the Architect and their Consultants, and as related to the lighting. Time for two (2) reviews is included in the fee.
9. One (1) 2D issuance at 50% CD and one (1) 3D issuance at 100% CD, including luminaire packages.
10. Provide assistance with review of bids as associated with lighting design, including review of one (1) package of value engineering alternates as proposed by the Contractor.

Construction Administration

1. Participate in web-based conferences with the Owner, Architect and the Contractor. Time for six (6) hours of teleconferences, or web-based meetings is included in the fee.
2. Respond to Requests for Information/Clarification by the Owner, Architect and the Contractor to the extent that they do not extend our scope of work or require re-design. Time for eight (8) hours of response is included in the fee.
3. Review shop drawings and/or submittals of lighting equipment specified by HLB. Time for two (2) reviews of shop drawings and/or submittals is included in the fee. Time for additional shop drawings/submittal reviews will be billed on a time & materials basis, as required and if requested will require additional written authorization.

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4. Participate in the final review of the completed lighting installation, including observation of focusing of adjustable luminaires. Time for one (1) two-day trip to the project site is included in the fee. The electrical contractor will supply personnel and all equipment to perform this work after dark and in compliance with local laws and union agreements.
5. Prepare written site observation reports summarizing the conditions found during site observation. Note: This proposal assumes that the Commissioning Agent is responsible for recording and supplying the owner with all the final calibration settings of lighting controls.

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Syska Hennessy Group MEP/FP

Scope:

Provide Electrical, Mechanical, Plumbing and Fire Protection Engineering services for the fit-out of Levels, 3, 4 and 5 of the new SkyCenter building and Suite A & C Backfill in the main terminal including the design of the following systems:

1. Emergency/Standby Generator system and associated Automatic Transfer Switches to support the HCAA space (Levels 3, 4, 5). This includes fuel oil piping required to accommodate a remote fueling station located within 500ft of the building footprint.
2. Secondary utility service entrance and main switchboard to support the HCAA space (Levels 3, 4, 5).
3. UPS system to support the needs of the Data Center.
4. Electrical distribution and panel boards on the 3rd, 4th, and 5th floors, as, this equipment will not be provided as part of the core and shell project.
5. Computer Room Air Conditioning units to support the cooling needs for the Data Center on the 3rd Floor.
6. Air Handling Units to support the AOC and ICC spaces on the 3rd Floor.
7. Design of general cooling ductwork for the office spaces on the 3rd floor and the entire 4th and 5th floor starting at base building Air Handling Equipment located on each floor, provided by the base building.
8. Gaseous fire suppression systems for the Data Center, with a Pre-Action serving as a backup.
9. Pre-action Fire suppression system for the AOC/ICC.
10. Point of use water heating will be provided as part of this project for tenant pantries, due to the lack of a base building hot water system available for tenant use.
11. Tier 3 critical infrastructure level of design for Data Center, AOC and ICC.
12. LEED Silver target design and energy modeling of the 3rd, 4th & 5th Floors as required to assist with achieving LEED target. The energy model will utilize the base building teams shell and core energy model as the base starting point and will be provided to us in raw program format.

Services:

30% Schematic Design

Electrical

1. Review core and shell drawings and identify power infrastructure being provided by base building, including locations of electrical rooms and base building equipment.
2. Perform detailed survey of Suites A&C to verify Owner provided as-built documents.
3. Review bridging documents and attend kick-off/design review meeting with HCAA and bridging documents consultant.
4. Review special owner systems criteria and requirements.
5. Review and coordinate with the HCAA Design Criteria Manual.

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6. Develop the Basis of Design (BOD) narrative of all systems:
 - a. Primary and secondary power distribution.
 - b. Emergency/standby power system.
 - c. Uninterruptible Power Supply (UPS) system (3rd Floor Data Center).
 - d. Lighting and Controls.
 - e. Fire Alarm Systems.
 - f. LEED Certification approach and preliminary checklist.
7. Generate block equipment layouts identifying electrical room/close space requirements.
8. Locate service transformers, size and routing of service entrance feeders. Coordinate requirements with TECO.
9. Develop basic one-line riser diagrams for power and fire alarm.
10. Complete quality control review of documents with internal and external teams.
11. Attend design progress review with HCAA.

Plumbing

1. Review core and shell drawings and identify sanitary and domestic water systems being provided by base building.
2. Perform detailed survey of Suites A&C to verify Owner provided as-built documents.
3. Review bridging documents and attend kick-off/design review meeting with HCAA and bridging documents consultant.
4. Review owner systems criteria and requirements.
5. Review and coordinate with the HCAA Design Criteria Manual.
6. Develop the Basis of Design (BOD) narrative of all systems:
 - a. Hot water system.
 - b. Sanitary waste system.
 - c. Domestic water system.
 - d. LEED Certification approach and preliminary checklist.
7. Develop one-line riser diagrams of existing systems and connection points.
8. Identify location of plumbing equipment on plans.
9. Complete quality control review of documents with internal and external teams.
10. Attend design progress review with HCAA.

Fire Protection

1. Review core and shell drawings and identify risers being provided by base building.
2. Obtain flow test to determine existing fire protection system flow and pressure. Test to be performed and provide by Owner provided vendor.
3. Perform detailed survey of Suites A&C to verify Owner provide as-built documents.
4. Review bridging documents and attend kick-off/design review meeting with HCAA and bridging documents consultant.

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5. Review owner systems criteria and requirements.
6. Review and coordinate with the HCAA Design Criteria Manual.
7. Develop the Basis of Design (BOD) narrative of the fire protection system, including wet-system for general space protection and gaseous system for Data Center.
8. Generate conceptual zoning drawings.
9. Complete quality control review of documents with internal and external teams.
10. Attend design progress review with HCAA.

Mechanical

1. Review core and shell drawings and identify existing systems being provide by the base building.
2. Perform detailed survey of Suites A&C to verify Owner provided as-built documents.
3. Review bridging documents and attend kick-off/design review meeting with HCAA and bridging documents consultant.
4. Review special owner systems criteria and requirements.
5. Review and coordinate with the HCAA Design Criteria Manual.
6. Develop Basis of Design (BOD) narrative of all systems:
 - a. Dedicated air handlers for AOC and ICC.
 - b. Dedicated CRAC units for Data Center.
 - c. Air distribution.
 - d. Space design criteria.
 - e. Building Management System.
 - f. LEED Certification approach and preliminary checklist.
7. Provide estimated heating and cooling loads based on area of each functional space.
8. Preliminary selection of air handlers and computer room cooling units.
9. Generate block equipment layouts identifying space requirements.
10. Complete quality control review of documents with internal and external teams.
11. Attend design progress review with HCAA.

60% Design Development

Electrical

1. Continue development of information and services provided under previous phase.
2. Update the Basis of Design (BOD) narrative.
3. Refine system load calculations.
4. Perform fault current calculations for service entrance and major electrical equipment.
5. Identify all major mechanical, plumbing and fire protection equipment loads.
6. Layout lighting controls for typical spaces.
7. Refine one-line riser diagrams for power and fire alarm.
8. Layout exit signs and fire alarm device locations

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9. Detail electrical room layouts and indicate working clearances.
10. Generate typical electrical details.
11. Provide receptacle and switch layout for all spaces.
12. Prepare preliminary equipment schedules.
13. Update site plan and finalize service transformers, size and routing of service entrance feeders.
14. Develop outline specifications.
15. Complete quality control review of documents with internal and external teams.
16. Attend design progress review with HCAA.

Plumbing

1. Continue development of information and services provided under previous phase.
2. Update the Basis of Design (BOD) narrative.
3. Identify all plumbing equipment and indicate on drawing.
4. Indicate routing of piping mains and risers.
5. Develop preliminary plumbing details.
6. Coordinate equipment power requirements with electrical.
7. Coordinate connection requirements with mechanical.
8. Generate preliminary equipment schedule.
9. Develop outline specifications.
10. Complete quality control review of documents with internal and external teams.
11. Attend design progress review with HCAA.

Fire Protection

1. Continue development of information and services provided under previous phase.
2. Update the Basis of Design (BOD) narrative.
3. Identify any specialty equipment such as gaseous system and coordinate location/space with architect.
4. Provide preliminary sprinkler and pipe design, including sprinkler layout, piping layout and connection to existing base building risers.
5. Indicate piping sizes for main piping.
6. Develop preliminary schedules.
7. Coordinate connections and requirements with other trades.
8. Develop outline specifications.
9. Complete quality control review of documents with internal and external teams.
10. Attend design progress review with HCAA.

Mechanical

1. Continue development of information and services provided under previous phase.

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2. Update the Basis of Design (BOD) narrative.
3. Provide zoning plan.
4. Refine system load calculations.
5. Finalize equipment selections.
6. Coordinate connection requirements with other trades.
7. Provide equipment loads to electrical.
8. Provide single line HVAC floor plans showing main duct runs sizes and terminals.
9. Generate preliminary equipment schedules.
10. Develop outline specifications.
11. Complete quality control review of documents with internal and external teams.
12. Attend design progress review with HCAA.

90% & 100% Construction Documents.

Electrical

1. Finalize the Basis of Design (BOD) narrative.
2. Finalize all calculations.
3. Calculate short circuit ratings, breaker coordination and preliminary arc flash ratings of electrical equipment, excluding HVAC equipment and equipment disconnects.
4. Finalize receptacle power layout and provide all circuiting.
5. Finalize lighting layout and lighting controls, provide all circuiting.
6. Refine and locate all electrical distribution equipment on floor plans and electrical equipment room detail drawings.
7. Finalize exiting lighting and fire alarm device locations.
8. Finalize one-line riser diagrams for power and fire alarm.
9. Develop final project specifications.
10. Finalize LEED Certification checklist.
11. Complete quality control review of documents with internal and external teams.
12. Attend design progress review with HCAA.
13. Assist Architect in submittal and response with AHJ Review.
14. Assist in GMP development and sub-contractor evaluation.

Plumbing

1. Finalize Basis of Design (BOD) narrative.
2. Finalize all calculations.
3. Complete floor plans showing branch detailing and piping sizes.
4. Finalize all equipment details.
5. Create system riser diagrams.
6. Develop final project specifications.
7. Finalize LEED Certification checklist.

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8. Complete quality control review of documents with internal and external teams.
9. Attend design progress review with HCAA.
10. Assist Architect in submittal and response with AHJ Review.
11. Assist in GMP development and sub-contractor evaluation.

Fire Protection

1. Finalize Basis of Design (BOD) narrative.
2. Finalize hydraulic calculations and adjust piping sizes as required.
3. Complete floor plans showing branch details and piping sizes.
4. Coordinate final sprinkler head locations with architectural ceiling plan and other trades.
5. Finalize equipment schedule.
6. Develop final project specifications.
7. Complete quality control review of documents with internal and external teams.
8. Attend design progress review with HCAA.
9. Assist Architect in submittal and response with AHJ Review.
10. Assist in GMP development and sub-contractor evaluation.

Mechanical

1. Finalize the Basis of Design (BOD) narrative.
2. Finalize all calculations.
3. Detail all final equipment locations and enlarged space plans.
4. Provide final duct plans showing all duct sizes, diffuser locations and air flows.
5. Coordinate diffuser locations with ceiling types and other trades.
6. Finalize equipment schedules.
7. Provide equipment and installation details.
8. Develop final project specifications.
9. Finalize LEED Certification checklist.
10. Complete quality control review of documents with internal and external teams.
11. Attend design progress review with HCAA.
12. Assist Architect in submittal and response with AHJ Review.
13. Assist in GMP development and sub-contractor evaluation.

Construction Administration

All Trades

1. Review construction documents prepared by selected mechanical and electrical subcontractors and other consultants, for general compliance with approved design/build documents.

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2. Review shop drawings, product data or samples of materials as listed in the contract documents to determine compliance with the design concept of the work and the contract documents.
3. Respond to contractor generated Requests for Information (RFI).
4. Finalize arc flash calculations and provide final label requirements based on actual submitted product data.
5. Perform regular on-site construction progress reviews and provide report at the completion of each visit.
6. Perform final MEP inspection and provide punch list of found corrective requirements.
7. Review record documents and provide comments for corrective requirements.

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Arora Engineers, Inc. Special Systems Design & Engineering

Scope:

1. Special Systems Design for Levels 3, 4 & 5 of the SkyCenter offices including:
 - a) Structured cabling systems
 - b) Access control system
 - c) CCTV system
 - d) Audio Visual systems
 - e) NOC/Data Center Design
 - i. Arora understands the Data Center in the new SkyCenter will function as a redundant data center to the existing NOC on “day one”. Arora will not design the data center and its equipment to function as the primary data center taking over the existing NOC at this time. The migration of the net SkyCenter data center to primary will be the responsibility of the owner.
 - ii. Arora assumes adequate infrastructure to the SkyCenter is existing for the purposes of extending new communications infrastructure into the data center and other IT support spaces within the SkyCenter from existing terminal services spaces. Verification of existing infrastructure is included.
 - f) AOC/ICC design
 - i. Arora will coordinate with the architect and owner on systems furniture layout and selection for the AOC
 - g) Radio Communication systems (Wi-Fi, DAS, PSDAS)
 - h) Systems interfaces and integration requirements
 - i) New systems to support the AOC/IOC desired operations
2. Arora will provide special systems loads to the MEP engineer and coordinate requirements for all IT equipment.
3. Arora will survey existing special systems equipment, rooms and servers etc. with Owner.
4. Arora will design all IT systems based on the most up to date IT systems as built information available for all systems known to be affected by the project, software and hardware systems. Arora will include field verification of information provided.

Services:

30% Schematic Design

1. ConOPS Report
2. 30% Drawings, Outline Specs for disciplines below:

Telecommunications:

1. Develop a system narrative or diagram identifying the systems that must use a telecommunications system and the protocols required for communications. Develop communications diagram or narrative. This narrative and/or diagram should capture

requirements of any owner or vendor provided systems, such that infrastructure and/or active networking components may be designed to support those systems. This narrative and/or diagram shall be updated with each design stage.

2. Determine what and if WAN services will be required will be adequate based on the amounts of anticipated users and services.
 - a. Identify utility providing WAN service.
3. Voice conveyance is expected to be an expansion of an existing VoIP system. Specific Voice requirements for Police dispatch will be identified as part of the AOC technology scope of work.
4. Determine wireless network requirements and need to provide a spectrum analysis.
5. Identify any other building system requiring data transmission, such as Unified Communications (UC), Access Control Systems (ACS), Closed Circuit Television Systems (CCTV), Audio Visual Systems (A/V), Building Automation Systems (BAS), Fire Alarm Systems (FA), Outside Plant cabling (OSP), inter-campus connections, etc.
6. Provide network design requirements based on the Functional or Physical design approach.
7. Determine acceptable/feasible level of cable infrastructure and critical system fault tolerance.
8. Coordinate with all disciplines based on findings.
9. Provide updated analysis of the building systems that require data transmission and how they will impact network performance. Identify transmission media and general routes for redundancy.
10. Provide a network solution, identifying the topology that will be designed and used throughout the building/campus.
11. Perform a wireless spectrum analysis and provide solution identifying the need for a Wi-Fi and/or Distributed Antenna System. Provide approximate quantities and topology based spectrum analysis findings.
12. Define a network security schema to protect/separate the individual systems behind the IDS/IPS.
13. Identify equipment list for EF/ER/TR. Include quantities and BOD for equipment cabinets/racks, cable trays and topology (Centralized, Top of Rack, End of Row), and other typical Telecommunication Space requirements.
14. Work with the Electrical Designer to determine equipment loads for UPS and Generator requirements, Grounding and Bonding design and Power Distribution for devices.
15. Work with the Mechanical Designer to determine heat loads for telecommunication spaces.

Security:

1. Identify assets being protected: People, Property, Operations and/or Information.
2. Conduct a max. 1 day working session with TPA to identify areas of CCTV coverage and access controlled doors.

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3. Provide CCTV device distribution plan based on asset identification and the Threat, Risk and Vulnerability Assessment.
4. Basis of design for access control and CCTV systems will be based on the expansion of the existing systems.
5. Identify points of vulnerability where electronic access control should be provided. Identify points of integration for camera call ups with CCTV system.
6. Extend existing ACS system. Provide system BOD, including a high-level sequence of operation for each type of access controlled door.
7. Provide monitoring points for an intrusion detection system and integration requirements to other on or off premises systems. Identify monitoring and response procedures.
8. Work with Telecommunications Designer to identify the network requirements and impacts along with a network security plan for protecting critical systems.

Audio Visual Systems:

1. Conduct a formal Needs Analysis to determine the specific activities the end users must perform.
2. Determine the required A/V presentation applications and the supporting tasks and functions to perform these functions. This includes systems such as audio/videoconferencing, public address, digital signage, Cable TV distribution, etc. and the required level of integration between each system.
3. Define the physical and environmental conditions including size and layout of A/V task parameters.
4. Conduct a formal Needs Analysis to determine the specific activities the end users must perform.
5. Determine the required A/V presentation applications and the supporting tasks and functions to perform these functions. This includes systems such as audio/videoconferencing, public-address, digital signage, Cable TV distribution, etc. and the required level of integration between each system.
6. Define the physical and environmental conditions including size and layout of A/V centers (i.e. conference room, training room, auditorium, etc.) and begin to define the granular A/V task parameters.
7. Develop list of software that is required in specifications for the operation and function of any and all systems above.

Software:

1. Develop list of software that is required in specifications for the operation and function of any and all systems above.

AOC/IOC Concept of Operations, Data Center

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1. Develop a concept of operations document for the AOC and IOC which will inform the technology design, furniture layout and type, systems interfaces, integrations and new systems requirements.
2. The ConOPS will include but is not limited to the following subjects:
 - a. Stakeholder identification
 - b. Current State of Ops Assessment
 - i. Existing business processes
 - ii. Existing software identify and audit
 - iii. Comparable airport comparisons
 - iv. Best practices and lessons learned
 - c. Future State of Ops AOC/ICC
 - i. Technology recommendations
 - ii. Equipment recommendations
 - iii. Staffing lists
 - iv. General business processes
3. The topics above will be populated via a series of workshops, stakeholder interviews and questionnaires that the team will distribute to TPA to facilitate the responses. The team will also distribute a questionnaire to identify by position or function, systems requirements. Part of this exercise will include the development of a systems matrix for the purpose of tracking all systems which will require a presence in the AOC or IOC and will also identify potential system interfaces, integrations or new systems
4. Functional relationship diagrams between systems requiring interface or integrations and identify communicational protocol.
5. Video management/collaboration functional diagram
6. PC Free functional diagrams (if determined required in ConOPS)
7. Provide existing system upgrades, modifications and or replacement requirements to ready the systems for future situational awareness use as determined in the ConOPS. This analysis and recommendations will examine closely the use of existing systems and feasibility of upgrading or replacing existing systems, this task will be associated with a ROM cost estimate for these system changes in each scenario.
8. Identify all Police Dispatch or other agency specific requirements for inclusion in the AOC/IOC
9. Inventory all equipment required to MOVE to the new Data Center
10. Identify new equipment and or configurations required in the new Data Center

60% Design Development

1. 60% Drawings, Specs for disciplines below:

Telecommunications:

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1. Layout telecommunications pathways and routing plan. Provide pathway types and sizes, cable quantities and characteristics. Layout end devices. Provide installations details.
2. Show telecommunication space equipment and furniture layout. Identify key components including monitoring sensors, raised floor and cable tray systems, and interdisciplinary device coordination.
3. Provide network cabinet and wall elevations detailing equipment positions and interconnections
4. Provide an overall network diagram. Identify system interconnections (interdisciplinary), redundant pathways, service provider equipment and connections.
5. Provide single line and system diagrams, for all intended telecommunications systems.
6. Provide equipment and installation details, riser diagrams, schedules and set coordination.
7. Provide outline division 27 specifications.

Security:

1. Layout communication and power pathways and routing plan for security devices provide pathway types and sizes, cable quantities and characteristics.
2. Show camera locations, view angles, and installation details for CCTV based on SD report.
3. Show door locations, specific electronic access control devices, and movement sensor device locations based on SD report.
4. Provide sequence of operations for ACS including integration with CCTV and/or existing systems. Include detailed information on normally open or closed characteristics and other parameters.
5. Detail security riser diagrams, security rack layouts, and wall elevations. Provide detailed schedules for CCTV and ACS doors outlining all essential installation and configuration parameters.
6. Provide outline division 28 specifications.

Audio Visual Systems:

1. Speaker, microphone, digital display, amplification, control and distribution equipment layout for conference rooms, Board Room, lobbies, etc. based on calculations and findings from SD phase.
2. A/V block diagrams for audio, video and control distribution, including system interconnection and integration.
3. Installation details for displays, speakers, etc. including coordination with architectural and structural enclosures.
4. Equipment rack layouts and elevations
5. Specifications defining hardware and software parameters, control requirements, and installation details and configurations.

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6. A/V Systems Matrix

Software:

1. Software requirements must be defined in specifications including all workstations required.

AOC/ICC/Data Center:

1. FFE Floor plans, Specs.
 - a. Ergonomics assessment for the purposes of design layout (this is will be performed by another team member and coordinated with technology designer)
 - b. Video wall functional diagrams
 - c. Conference and team meeting space functional diagrams.
 - d. IDF Room equipment layouts and rack elevations
 - e. Systems by workstations and staffing matrix updated.
2. Functional relationship diagrams between systems requiring interface or integrations and identify communicational protocol.
3. Video management/collaboration functional diagram
4. PC Free functional diagrams (if determined required in ConOPS)
5. Provide existing system upgrades, modifications and or replacement requirements to ready the systems for future situational awareness use as determined in the ConOPS. This analysis and recommendations will examine closely the use of existing systems and feasibility of upgrading or replacing existing systems, this task will be associated with a ROM cost estimate for these system changes in each scenario.
6. The 90% design stage will include the following:

Telecommunications, Security, Audio Visual Systems:

1. Refine all plan work, details, diagrams, and schedules based on DD and review set comments and final design coordination.
2. Perform final interdisciplinary review.
3. Finalize specifications to include detailed product lists, installation procedures and close out process.
4. Finalize software specifications including set up and testing requirements, demonstration, O&M and training requirements.

90% & 100% Construction Documents.

1. 90% Drawings and specs for disciplines below.
2. 100% Drawings signed and sealed, Specs for disciplines below.

Telecommunications, Security, Audio Visual Systems:

1. Responses to owner comments and final coordination with all disciplines.

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Master Consulting Engineers, Inc.. Structural Engineering

Scope:

The office building is a new structural steel building with composite concrete on metal deck floor system. A new open stair will be added to the building to connect the three levels of offices for the Hillsborough County Aviation Authority.

Services:

30% Schematic Design

1. We will participate on a kick off meeting to discuss the scope and project schedule.
2. Review construction documents, analyze the area where the new stair opening will be located and verify load capacities.
3. Meet with the engineer of record to go over any question or concern.
4. Meet with architect and review any special interior work that will require structural support (ie. folding partitions).
5. Develop plans and sections, prepare 30% Schematic drawings of the work proposed.
6. Quality Control review of 30% documents (Internal Peer review).
7. Attendance to meeting for review of the 30% schematic drawings.

60% Design Development

1. Advance design of stair openings and stair structure to a 60% Design Development level.
2. Provide framing for miscellaneous structural support requirements.
3. Incorporate comments from the 30% review.
4. Advance sections and details of the stair and the floor openings added structural members.
5. Meeting with architect and contractor as design progress for coordination.
6. Advance design of miscellaneous structural framing as needed for interior elements.
7. Prepare outline specifications.
8. Prepare the 60% Design development drawings.
9. Quality Control review of 60% documents (Internal Peer Review)
10. Attendance to meeting for review the 60% Design Development documents.

90% Construction Documents

2. Advance drawings to 90% Construction Documents.
3. Incorporate comments for the 60% review.
4. Meetings with architect and contractor to review requirements to complete the design.
5. Complete design of new floor openings framing.
6. Complete design of the stairs connecting the three levels.
7. Finalize sections and details of the added steel members around the opening.
8. Finalize stair structural framing.
9. Finalize steel framing for miscellaneous interior elements.

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10. Prepare specifications.
11. Prepare the 90% Construction Documents.
12. Quality Control review of 90% documents (Internal Peer Review)
13. Attendance to meeting for review of 90% Construction documents.

15. **100% Construction Documents**

1. Finalize all structural framing with sections and details.
2. Coordination meetings with Architect and contractor.
3. Generate 100% drawings
4. Finalize specifications.
5. Prepare all deliverables documents.
6. Quality Control review of 100% documents.

Construction Administration

1. Participate in pre-bid meeting for sub-contractors.
2. Attendance to construction Kick off meeting.
3. Threshold Inspections
4. RFI responses
5. Shop Drawings Review
6. General CA Services
7. Periodic site visits.
8. Completion Site visit.
9. Record Documents.

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Chrysalis Move and Change Management

Scope:

Move Management

Relocation preparation and logistics includes purging, identifying items to be decommissioned, validating physical spaces for items intended to be moved, identifying moving services resources appropriate for the task, and preparing individual employees for their relocation through packing guidance, training, and orientation activities.

Change Management

Chrysalis' support of Owner's change management begins with an understanding of Owner's unique objectives and challenges. For this reason, a necessary first step of any change management effort is an assessment, described in scope of services below. During the Assessment phase, Chrysalis will gain sufficient understanding of the Owner's environment to support informed opinions and advice going forward. Owner will be taking the lead on, and responsibility for, the change management effort for SkyCenter. Chrysalis will act in a support role.

Services:

Part 1

Change Management

1. Assessment
 - a) Become familiar with past and current efforts of Owner's internal Change Management team;
 - b) Gather information regarding operational and policy impacts of SkyCenter to the organization through interviews with staff and leadership;
 - c) Gather information, objectives, and rollout plans for any other airport-sponsored initiatives being undertaken or implemented on or before occupancy of the new L3-L5 spaces;
 - d) Conduct three (3) ORAT kickoff sessions to:
 - i. Introduce the Chrysalis approach;
 - ii. Discuss Assessment phase findings; and
 - iii. Establish expectations for ongoing working relationship.
2. Chrysalis Support of Owner's efforts
 - a) Chrysalis will participate in a once-monthly conference call with the Owner change management team. During this call, Chrysalis will offer feedback regarding plans and supporting activities, and will offer advice on challenging situations as requested.
 - b) Additional services will be provided upon Owner's request.
 - c) Chrysalis Support of Owner's efforts shall be executed remotely, via conference call, unless otherwise requested by Owner.

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Move Management

1. Chrysalis will conduct a preliminary tenant inventory and develop a preliminary phasing plan to inform an estimate of move costs. These estimates will be made available for inclusion in 30% and 60% design submittals.
2. Move costs will be determined through a systematic inventory and asset disposition assessment conducted by Chrysalis prior to each relocation event.

Part 2

Move Management

1. Develop and conduct, in coordination with Owner's leadership, orientation tours and training materials for employees to ensure wayfinding, "a day in the life," and other logistical concerns are addressed;
2. Provide a relocation assessment to validate planned relocations of assets and employee supplies as well as provide documentation suitable for accurate estimates by movers;
3. Validate design drawings with tenants to ensure items flagged for relocation are represented and that duplicate FF&E expenditures or duplicate relocation/allocation of assets does not occur;
4. Preliminary tenant inventories and phasing plans will be validated against initial efforts and informed by changes to design, construction, logistics, FF&E procurement, and/or tenant inventories.
5. Lead procurement effort for moving services, including:
 - a. Develop scope of work for RFQ/RFP;
 - b. Conduct pre-bid mover walkthroughs;
 - c. Evaluate proposals; and
 - d. Facilitate selection.
6. Manage the preparation and execution of relocation activities to support transfer of people and assets to the newly-constructed or interim spaces;
7. Manage preparation and execution of material removal for in-scope items identified by the Program;
8. Coordinate with contracted mover to provide moving materials (labels, boxes, etc);
9. Engage tenants through meetings, site walks, relocation preparations, etc.
10. Plan and schedule relocation events; and
11. Supervise mover activity during actual move events.

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Clarifications:

1. Documentation provided by Basis of Design architect will not be revisited. This includes
 - a. Level 4&5
 - i. Procession with the following as identified:
 1. Minor modifications to final seat and furniture counts
 2. Location, programmatic needs and adjacencies of departments;
 3. Overall plan layout including adjacencies and square footage of spaces;
 4. Circulation paths;
 5. Quantity and type of seating as well as selection of workstations;
 6. Design of public and common areas;
 7. Size of boardroom (exclusive of board room interior design);
 8. Communicating stair layout;
 9. Quantity of storage;
 10. Position, number and types of amenity spaces within the floor plan;
 - b. Level 3
 - i. Procession with:
 1. Minor modifications to final seat and furniture counts;
 2. Location, programmatic needs and adjacencies of departments;
 3. Overall plan layout including adjacencies and square footage of spaces;
 4. Circulation paths;
 5. Quantity and type of seating as well as selection of workstations;
 6. Quantity of storage;
 7. Position, number and types of amenity spaces within the floor plan;
2. Creation of Signage Guidelines has not been requested, and therefore is not included in this scope.
3. Exterior signage design has not been requested, and therefore is not included in this scope.
4. Environmental graphics and history wall to be procured, fabricated and installed as part of the construction of the project.
5. Alterations of base building architecture including core restrooms, stairs and elevators are not included in this scope of work.
 - a. If through the course of our teams evaluations, alterations to any base building or adjacent interior spaces, elements or systems are deemed necessary, the responsibility to make required modifications shall remain with the Architect of Record of that building component.
6. Building Owners and Managers Association calculations are not included in this scope of work.
7. Air or water testing, acoustical, engineering, commissioning or energy modeling services are not included in this scope of work.
8. A decision to add credits after Schematic Design or substitute credits after Design Development can be achieved as an additional service.

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9. USGBC fees for project registration, certification, or credit interpretation requests not included in this scope of work's reimbursables, as, this can vary depending on multiple factors determined at time of registration.
10. As LEED Certification approval is granted by an independent agency and relies on submissions by other team members and selections and decisions by the Owner, Design-Build team cannot guarantee or assure that the project will achieve LEED certification. However, the Design-Builder will design the project to comply with its understanding of the requirements to meet LEED certification.
11. Design of smoke ventilation/exhaust/control systems for the proposed communicating stair is not included in this scope based on Jensen Hughes report dated 9/11/19.
12. Design of ventilation air in addition to the base building energy recovery unit is not included in this scope.
13. A formal threat assessment report is not included in this scope of work.
14. Relocation of NOC is not included in this scope of work.

EXHIBIT B FEE ESTIMATE

Project Fee Proposal - DPR Team - Summary Sheet

SkyCenter Authority Offices Interior Fit Out Including AOC, ICC, NOC and Data Center

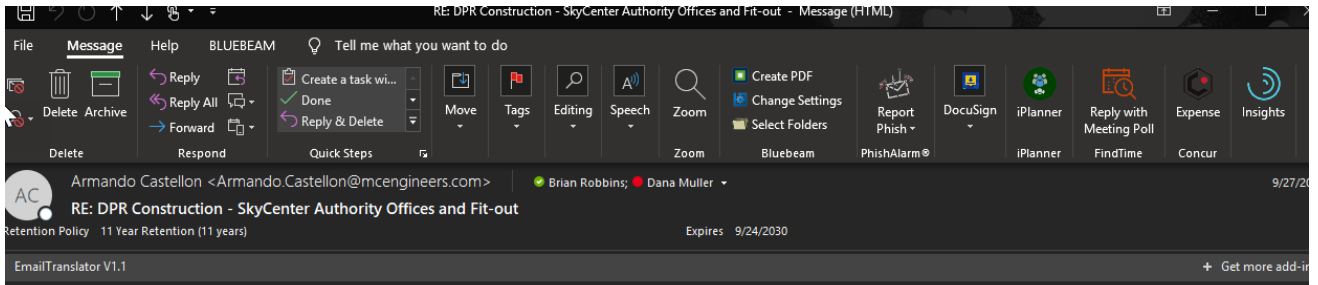
HCAA Project Number: 8226 17

10/15/2019

Basic Design Services		30%	60%	90%	100%	Total	Construction	Total	W/MBE %	% W/MBE	% Construction	
Engineering & Preconstruction Services		Schematic	Design Dev.	Const. Docs	Final Docs	Part 1	Administration		of Fee	Goal	Cost	
	DPR Construction						\$ -	\$ -				
	DPR Construction	\$ 142,747	\$ 111,014	\$ 77,581	\$ 156,229	\$ 487,571	\$ -	\$ 487,571				
	Gensler	\$ 408,853	\$ 309,591	\$ 265,966	\$ 102,127	\$ 1,086,536	\$ 383,518	\$ 1,470,054				
	Syska Hennessy	\$ 81,217	\$ 109,243	\$ 101,251	\$ 32,405	\$ 324,117	\$ 81,965	\$ 406,082				
	Arora Engineering	\$ 261,299	\$ 216,920	\$ 202,875	\$ 86,823	\$ 767,917	\$ 167,737	\$ 935,654	19.9%	130.13%		
	Master Consulting Engineers	\$ 7,020	\$ 13,908	\$ 17,997	\$ 9,507	\$ 48,433	\$ 7,384	\$ 55,817	1.2%	7.76%		
	HLB Lighting	\$ 9,044	\$ 13,089	\$ 20,996	\$ 2,093	\$ 45,221	\$ 6,993	\$ 52,215	1.1%	7.26%		
	Lotus Design (History, Environmental Graphics)				\$ 75,000	\$ 75,000	\$ 25,000	\$ 100,000				
								\$ -				
	Design Phase Sub Total	\$ 910,180	\$ 773,765	\$ 686,666	\$ 464,185	\$ 2,834,795	\$ 672,598	\$ 3,507,393	29.8%	145.16%		
Reimbursable Expenses												
	DPR Construction	\$ 2,912	\$ 1,572	\$ 1,572	\$ 1,572	\$ 7,628		\$ 7,628				
	Gensler	\$ 37,043	\$ 15,601	\$ 26,041	\$ 8,686	\$ 87,371	\$ 25,880	\$ 113,251				
	Syska Hennessy	\$ 4,498	\$ 3,616	\$ 3,616	\$ 2,814	\$ 14,544	\$ 4,896	\$ 19,440				
	Arora	\$ 10,591	\$ 3,542	\$ 3,162	\$ 1,301	\$ 18,596	\$ 38,925	\$ 57,521	1.2%	8.00%		
	Lotus Design	\$ 2,875	\$ 2,475	\$ 2,315	\$ 1,875	\$ 9,540	\$ 777	\$ 10,317				
	HLB	\$ 1,436	\$ 1,259	\$ 1,305	\$ 1,355	\$ 5,355	\$ 1,645	\$ 7,000				
	Existing Conditions Survey (laser scan)			\$ 12,000		\$ 12,000		\$ 12,000				
	Threshold Inspections					\$ -	\$ 6,000	\$ 6,000	0.1%	0.83%		
	Off-Site Tour	\$ 10,000				\$ 10,000		\$ 10,000				
	Permit				\$ 14,500	\$ 14,500		\$ 14,500				
	Enhanced Renderings (Photo-realistic)	\$ 9,000	\$ 9,000			\$ 18,000		\$ 18,000				
	Suite A&C Materials Survey				\$ 10,000	\$ 10,000		\$ 10,000				
	Move Management Services	\$ 57,000	\$ 38,000			\$ 95,000	\$ 457,000	\$ 552,000				
	Move Mgmt Travel	\$ 19,395	\$ 4,310			\$ 23,705	\$ 105,595	\$ 129,300				
	Change Managment Services	\$ 132,450	\$ 9,694	\$ 9,693.75	\$ 4,846.88	\$ 156,684	\$ 53,315.63	\$ 210,000				
	Change Mgmt Travel	\$ 15,085				\$ 15,085		\$ 15,085				
	Reimbursables Sub Total	\$ 302,285	\$ 89,069	\$ 59,705	\$ 46,950	\$ 498,008	\$ 694,034	\$ 1,192,042				
	Total Fee, Allowances, Reimbursable Expenses	\$ 1,212,465	\$ 862,834	\$ 746,371	\$ 511,134	\$ 3,332,803	\$ 1,366,631	\$ 4,699,435	23.6%	\$ 719,013.49	15.3%	0.00%

Owner's Contingency \$ 150,000.00

Total Part 1 Contract \$ 3,482,803



Brian,

Budget about \$6,000.00 for the Threshold inspections. I am considering the stairs 3 levels and also the support for the folding partitions.

Armando Castellón, P.E.

Principal

Master Consulting Engineers, Inc.

STRUCTURAL CONSULTANTS

Tampa | Orlando | Ft. Lauderdale

D | (813) 359-9403

C | (813) 695-7447

P | Tampa (813) 287-3600 | Orlando (407) 351-2384 | Ft. Lauderdale (954) 210-7671

F | (813) 287-3622

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Save the Earth... it's the only planet with chocolate.

INSURANCE REQUIREMENTS

Design-Builder agrees to provide its full limits for every policy specified herein, without restriction or reduction, and shall require the same of all of its contractors, subcontractors, consultants, and subconsultants at each tier. To the extent that there is any exclusion, deficiency, reduction, or gap in a policy, the Design-Builder agrees to remain responsible and obligated to make the Authority whole as if the Design-Builder and all of its contractors, subcontractors, consultants, and subconsultants at each tier fully met the insurance requirements of the contract. Every policy shall be maintained without interruption or amendment throughout the life of this Contract and for any period of extension described herein. In the event the Design-Builder becomes in default of any requirements the Owner reserves the right to take whatever actions deemed necessary to protect its interests. The Design-Builder shall require every policy, other than Workers' Compensation, Employer's Liability and Professional Liability, to be endorsed to include the Owner, members of the Owner's governing body, and the Owner's officers, volunteers, agents, 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 Design-Builder will submit evidence that it and all subcontractors, consultants, and subconsultants at each tier has complied with this provision to the Owner before any work or service commences under this contract. Such evidence shall describe the full policy limits along with any deductible, retentions, attachment point, and any deviation from a fully insured program.

Workers' Compensation/Employer's Liability

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

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

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

Commercial General Liability

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

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

INSURANCE REQUIREMENTS

contain any deductible, retention or self-insurance without prior approval of the Owner and must clearly identify any such deductible, retention or other than a fully insured plan. Any deductible, retention, or self-insurance will be the responsibility of and paid by the First Named Insured and not by the Owner.

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

	<u>Contract Specific</u>
General Aggregate	\$25,000,000
Each Occurrence	\$10,000,000
Personal and Advertising Injury	\$10,000,000
Products and Completed Operations	\$10,000,000

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

Business Auto Liability

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

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

The Design-Builder agrees to provide its full policy limits for its professional liability exposures, without restriction or reduction, and shall require the same of all contractors, subcontractors, consultants, and subconsultants at each tier that provide professional services, work, or advice as it relates to this agreement. Such insurance will be maintained by the Design-Builder and by all other required contractors, subcontractors, consultants, and subconsultants at each tier without interruption or amendment throughout the life of this Contract and for a period of 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 shall be endorsed to include contractual liability. Coverage will include all work of the Design-Builder, and all contractors, subcontractors, consultants, and subconsultants at each tier that provide professional services, work, or advice as it relates to this agreement, including but not limited to areas with possible environmental impact, without any exclusions unless approved in writing by the Owner. The Design-Builder shall not allow its coverage or that of any of its contractors, subcontractors,

INSURANCE REQUIREMENTS

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

Cyber Liability & Data Storage

The Design-Builder shall purchase and maintain, throughout the life of the Contract, Cyber Liability Insurance which will be used for damages resulting from any claim arising out of network security breaches and unauthorized disclosure or use of information. Such Cyber Liability coverage shall also include coverage for "Event Management," including, but not limited to, costs and expenses relating to notifying effected customers/users of security breach, providing credit monitoring services, computer forensics costs, and public relations expenses, resulting from a breach of security or other compromising release of private data.

The minimum limits of liability shall be:

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

Such Cyber Liability coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of services provided and such claims-made coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

Utility and Railroad Protective Liability

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

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

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

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

INSURANCE REQUIREMENTS

CONTRACTUAL INSURANCE TERMS AND CONDITIONS

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

INSURANCE COVERAGE:

A. Procurement of Coverage:

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

B. Term of Coverage:

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

C. Reduction of Aggregate Limits:

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

1. Cancellation Notice

INSURANCE REQUIREMENTS

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 Design-Builder or any contractor, subcontractor, consultant, or subconsultant at each tier is in full compliance with the insurance and coverage required by this Contract. The Owner's or State of Florida, Department of Transportation's approval or failure to disapprove any policy, coverage, or ACORD Certificate does not relieve or excuse any obligation to procure and maintain the insurance required herein, nor does it serve as a waiver of any rights or defenses the Owner or Department may have. To the extent that there is any exclusion, deficiency, reduction, or gap in a policy, the Design-Builder agrees to remain responsible and obligated to make the Authority whole as if the Design-Builder and all of its contractors, subcontractors, consultants, and subconsultants at each tier fully met the insurance requirements of the contract.

E. Future Modifications – Changes in Circumstances:

1. Changes in Coverage and Required Limits of Insurance

The coverage and minimum limits of insurance required by the Contract are based on circumstances in effect at the inception of the Contract. If in the opinion of the Owner, circumstances merit a change in such coverage or minimum limits of insurance required by the Contract, the Owner may change the coverage and the minimum limits of insurance required, and the Design-Builder will, within 60 days of receipt of written notice of a change in the coverage and the minimum limits required, comply with such change and provide evidence of such compliance in the manner required by the Contract. Provided, however, that no change in the coverage or minimum limits of insurance required will be made by the Owner until at least two years after inception of this Contract. Subsequent changes in the coverage or minimum limits of insurance will not be made by the Owner until at least two years after any prior change by the Owner unless extreme conditions warrant such change and are agreeable to both parties. Any such change or modification in coverage or limits shall also apply to the contractors, subcontractors, consultants, and subcontractors at each tier of the Design-Builder.

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

INSURANCE REQUIREMENTS

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

F. Proof of Insurance – Insurance Certificate:

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

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

2. Proof of Insurance Coverage

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

The ACORD Certificate of Liability Insurance must:

- a. Be signed by an authorized representative of the insurer. Design-Builder shall furnish the entity with endorsements effecting coverage as required by this Article. The endorsements are to be signed by a person authorized by insurer to bind the coverage on its behalf. If requested by the Owner, the Design-Builder will, within 30 days after receipt of written request from the Owner, provide the Owner, or make available for review, a certified complete copy of the policies of insurance. The Design-Builder may redact those portions of the insurance policies that are not relevant to the coverage required by the Contract. The Design-Builder will provide the Owner with renewal or replacement evidence of insurance, acceptable to the Owner, prior to expiration or termination of such insurance.
- b. State that: “Hillsborough County Aviation Authority, members of the Authority’s governing body and the Authority’s officers, volunteers, and its employees, as well as the State of Florida, Department of Transportation, including the

INSURANCE REQUIREMENTS

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 Design-Builder and to every contractor, subcontractor, consultant, and subconsultant at each tier.

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

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

1. All deductibles, as well as all self-insured retentions or any scheme, to include the use of a captive, trust, pooled program, parametric, investment-linked insurance, or any other than a fully insured program must be approved by the Owner. The Design-Builder agrees to provide all documentation necessary for the Owner to review the deductible, self-insurance, or alternative program.

INSURANCE REQUIREMENTS

2. The Design-Builder will pay on behalf of the Owner, any member of the Owner's governing body, or any officer or employee of the Owner, any deductible, self-insured retention (SIR), or difference from a fully insured program which, with respect to the required insurance, is applicable to any claim by or against the Owner, any member of the Owner's governing body, or any officer or employee of the Owner.
3. The agreement by the Owner to allow the use of a deductible, self-insurance program, or alternative program will be subject to periodic review by Owner. If, at any time, the Owner deems that the continued use of a deductible, self-insurance, or alternative program by the Design-Builder should not be permitted, the Owner may, upon 60 days written notice to the Design-Builder, require the Design-Builder to replace or modify the deductible, self-insurance, or alternative program in a manner satisfactory to the Owner.
4. Any deductible amount, self-insurance, or alternative program's retention will be included and clearly described on the certificate prior to any approval by the Owner. This is to include fully insured programs as to a zero deductible per the policy. Owner reserves the right to deny any certificate not in compliance with this requirement.

H. Design-Builder's Insurance Primary:

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

I. Applicable Law:

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

J. Waiver of Subrogation:

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

"Hillsborough County Aviation Authority, members of the Authority's governing body and the Authority's officers, volunteers, and its employees, as well as the State of Florida, Department of Transportation, including the Department's officers and its employees are additional insureds for

INSURANCE REQUIREMENTS

the coverages required by all policies as described above other than workers compensation and professional liability.”

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

1. Owner's Right to Procure Replacement Insurance

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

2. Replacement Coverage at Sole Expense of Design-Builder

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

a. Design-Builder to Remain Fully Liable

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

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

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



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

E-Verify Certification

Solicitation No. 18-411-044

SkyCenter Authority Offices Interior Fit Out Including AOC, ICC, NOC, and Data Center

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

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

Company: _____ FID or EIN No.: _____

Address: _____ City/State/Zip: _____

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

Signature Title

Printed Name Date

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

SkyCenter Authority Offices Interior Fit Out Including AOC, ICC, NOC and Data Center
Project No. 8226 17