

# ATTACHMENT 1: SMALL PROJECTS CONTRACTOR QUALIFICATIONS FORM

(Contractor must fully respond to all items)

Each Contractor will submit the attached completed and signed statement pertaining to its competency and responsibility. In addition, the Authority reserves the right to conduct such additional investigation into the competency and responsibility of the Contractor as the Authority may deem necessary. Each Contractor will fully cooperate with all such investigations.

CONTRACTOR CATEGORY: (check one):

Roofing  
 Plumbing

Electrical  
 Fire Sprinkler  
 Painting

Telecommunications  
 Air Conditioning (Minimum of Class B license)  
 General Contractor

FIRM NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_

Contact in your firm for inquiries: \_\_\_\_\_

Years in business under present name: \_\_\_\_\_

Date of Incorporation: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_

Years performing work: \_\_\_\_\_

Geographic area of business operation: \_\_\_\_\_

Total Dollar Volume of work from  
September 2008 – September 2011 \$ \_\_\_\_\_

Insurance Agent: \_\_\_\_\_

Phone: \_\_\_\_\_

Total staff employed by Firm: \_\_\_\_\_

Project Managers	# _____	Superintendents	# _____
Schedulers	# _____	Estimators	# _____
Laborers	# _____	Equipment Operators	# _____
Other (Describe)	# _____		

Approximate value of capital equipment owned by Firm: \$ \_\_\_\_\_

Bank References:

Name	Address	Phone:
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\_\_\_\_\_

- Has Firm failed to complete a contract?  yes  no
- Has Florida Contractor's License been revoked at any time?  yes  no
- Has Firm any pending judgment claims or suits against it?  yes  no
- Has a Surety paid for completion of a contract on Firm's behalf?  yes  no

*(If answer is "yes" to any of the preceding, submit details on separate sheet.)*

- Is Firm in compliance with all EEO requirements?  yes  no
- At any time over the past three years, has Firm, its owners or its officers been convicted of a crime involving a construction contract?  yes  no
- Has Firm been convicted of any public entity crime?  yes  no

**List any and all citations given by any Governmental or Regulatory Agency over the past three years:**

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**Contractor License/Certification:**

Name	Type	Date Issued	Expiration Date
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**Enclose a copy of the Firm's current Florida Contractor's License in the category under which the Firm operates. Enclose a copy of qualified Florida business license (Certificate of Authority).**

This form must be signed by an Officer of the Firm or an individual so duly authorized by the Firm.

Signature: \_\_\_\_\_  
 Printed name: \_\_\_\_\_  
 Title: \_\_\_\_\_

List five projects completed during the last 3 years.

Project #1			
Project Title & Location	Date Completed	Contract With	Amount
<b>Person in charge</b>			
<b>Type of Project</b>		<b>Check One</b>	<b>Type of Facility</b>
New Construction		<input type="checkbox"/>	Commercial
Modify Existing		<input type="checkbox"/>	Industrial
			Residential
			Other
<b>Type of Customer</b>		<b>Check One</b>	<b>Firm Worked As</b>
New Construction		<input type="checkbox"/>	Prime
Modify Existing		<input type="checkbox"/>	Sub-contactor
<b>Brief Description of Firm's Scope of Work</b>			

Project #2			
Project Title & Location	Date Completed	Contract With	Amount
<b>Person in charge</b>			
<b>Type of Project</b>		<b>Check One</b>	<b>Type of Facility</b>
New Construction		<input type="checkbox"/>	Commercial
Modify Existing		<input type="checkbox"/>	Industrial
			Residential
			Other
<b>Type of Customer</b>		<b>Check One</b>	<b>Firm Worked As</b>
New Construction		<input type="checkbox"/>	Prime
Modify Existing		<input type="checkbox"/>	Sub-contactor
<b>Brief Description of Firm's Scope of Work</b>			

Project #3			
Project Title & Location	Date Completed	Contract With	Amount
<b>Person in charge</b>			
<b>Type of Project</b>	Check One	<b>Type of Facility</b>	Check One
New Construction	<input type="checkbox"/>	Commercial	<input type="checkbox"/>
Modify Existing	<input type="checkbox"/>	Industrial	<input type="checkbox"/>
		Residential	<input type="checkbox"/>
		Other	<input type="checkbox"/>
<b>Type of Customer</b>	Check One	<b>Firm Worked As</b>	Check One
New Construction	<input type="checkbox"/>	Prime	<input type="checkbox"/>
Modify Existing	<input type="checkbox"/>	Sub-contactor	<input type="checkbox"/>
<b>Brief Description of Firm's Scope of Work</b>			

Project #4			
Project Title & Location	Date Completed	Contract With	Amount
<b>Person in charge</b>			
<b>Type of Project</b>	Check One	<b>Type of Facility</b>	Check One
New Construction	<input type="checkbox"/>	Commercial	<input type="checkbox"/>
Modify Existing	<input type="checkbox"/>	Industrial	<input type="checkbox"/>
		Residential	<input type="checkbox"/>
		Other	<input type="checkbox"/>
<b>Type of Customer</b>	Check One	<b>Firm Worked As</b>	Check One
New Construction	<input type="checkbox"/>	Prime	<input type="checkbox"/>
Modify Existing	<input type="checkbox"/>	Sub-contactor	<input type="checkbox"/>
<b>Brief Description of Firm's Scope of Work</b>			

**Project #5**

Project Title & Location	Date Completed	Contract With	Amount

**Person in charge**

**Type of Project**

Check One

- New Construction
- Modify Existing

<input type="checkbox"/>
<input type="checkbox"/>

**Type of Facility**

Check One

- Commercial
- Industrial
- Residential
- Other

<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

**Type of Customer**

Check One

- New Construction
- Modify Existing

<input type="checkbox"/>
<input type="checkbox"/>

**Firm Worked As**

Check One

- Prime
- Sub-contactor

<input type="checkbox"/>
<input type="checkbox"/>

**Brief Description of Firm's Scope of Work**


**ATTACHMENT 2: CONTRACTOR'S EQUAL OPPORTUNITY REPORT STATEMENT**

Each Contractor shall complete, sign and include in their response the following Equal Opportunity Report Statement. A response shall be considered unresponsive and shall be rejected if it fails to furnish the required data. When a determination has been made to award a Contract to a specific Contractor, such Contractor shall, prior to award, furnish such other pertinent information regarding compliance with Federal regulations and Contractor's own employment policies and practices as the Federal Aviation Administration, the Authority and/or the Secretary of Labor may require. The Contractor, upon award of the Contract, will require similar compliance by its Subcontractors.

The Contractor will complete the following statement by checking the appropriate boxes:

The Contractor has (\_\_\_) has not (\_\_\_) participated in a previous contract subject to the Equal Opportunity Clause prescribed by Executive Order 11246, as amended.

The Contractor has (\_\_\_) has not (\_\_\_) submitted compliance reports in connection with any such contract.

If the Contractor has participated in a previous contract subject to the Equal Opportunity Clause and has not submitted compliance reports, the Contractor will submit written evidence of required compliance within ten (10) days after opening of responses.

Where the Contract price is \$10,000.00 or greater, the Contractor will comply with Part 152 of the Federal Aviation Regulations (FAR) as amended, specifically FAR Parts 152.411 (c) and (d).

Name of Contractor: \_\_\_\_\_  
By (Signature\*): \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

\* This form must be signed by an Officer of the Contractor or an individual so duly authorized by the Contractor.

**ATTACHMENT 3: CERTIFICATE OF NON-SEGREGATED FACILITIES**

**CERTIFICATION TO BE SUBMITTED BY CONTRACTOR AND THEIR SUBCONTRACTORS (APPLICABLE TO CONSTRUCTION CONTRACTS AND RELATED SUBCONTRACTS EXCEEDING TEN THOUSAND (\$10,000.00) DOLLARS (U.S. \$) WHICH ARE NOT EXEMPT FROM THE EQUAL OPPORTUNITY CLAUSE)**

The Contractor certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments and that Contractor does not permit its employees to perform their services at any location under Contractor’s control where segregated facilities are maintained. The Contractor certifies that it will not maintain or provide for its employees segregated facilities at any of its establishments and that Contractor will not permit its employees to perform their services at any location under Contractor’s control where segregated facilities are maintained. The Contractor agrees that a breach of this certification is a violation of the equal opportunity clause in the Contract. As used in this certification, the term "segregated facilities" means any waiting room, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directives or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The Contractor agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding ten thousand (\$10,000.00) dollars (U.S.) which are not exempt from the provisions of the equal opportunity clause and that Contractor will retain such certifications in it’s files.

Name of Contractor: \_\_\_\_\_  
By (Signature\*): \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

\* This form must be signed by an Officer of the Contractor or an individual so duly authorized by the Contractor.

## ATTACHMENT 4: CONTRACT PROVISIONS

### 1.0 Scope of Work

This Section outlines the bidding requirements for this project to \_\_\_\_\_

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#### 1.1 Working Conditions

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#### 1.2 Technical Scope

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#### 1.3 Other Conditions

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### 2.0 Submission of Bids

The deadline for submitting Bids is \_\_\_\_\_, at 2:00 p.m. The delivery of the Bid to the Authority prior to the deadline is solely and strictly the responsibility of the prospective Contractor. There is no penalty for submitting Bids prior to the Bid deadline.

Each Bid submitted, plus five copies, shall be placed with attachments in an opaque 9 X 12 inch envelope which shall be sealed. Said envelope shall be plainly marked on the outside with the name and address of the Bidder and with the following:

#### SEALED RESPONSE

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Tampa International Airport  
4100 George J. Bean Pkwy, Suite 3311  
Main Terminal, 3<sup>rd</sup> floor, blue side  
Tampa, Florida 33607  
Attn: Tim Shoby, Purchasing and Materials Manager

A mandatory pre-bid conference may be required for some projects. Questions relating to the Contract and Contract Documents will be answered at that time. Bids submitted by Bidders not

in attendance at this scheduled mandatory pre-bid conference will not be accepted. Questions regarding the bidding of this project may be submitted no later than \_\_\_\_\_ to Tim Shoby, Purchasing and Materials Manager, at *tshoby@tampairport.com*. Any changes or exceptions to instructions outlined herein will be posted on the Authority's website, *www.tampairport.com*, notice of solicitations, as an addendum by close of business on\_\_\_\_\_.

2.1 Bid Form

Having carefully reviewed the plans and specifications, including all addenda, prepared by the Authority for:

CONTRACT FOR

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Tampa International Airport

the undersigned, being fully familiar with exact and specific requirements, hereby offers the following in full consideration for the performance of all duties and obligations under the Contract:

**Work Description**

**Bid**

_____	
_____	
in accordance with the plans and specifications provided.	
<b>TOTAL BID:</b>	\$

TOTAL CONTRACT BID PRICE WRITTEN IN WORDS (Typed or in ink):

\_\_\_\_\_

\_\_\_\_\_  
NAME OF BIDDER

\_\_\_\_\_

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
AUTHORIZED SIGNATURE

All erasures or corrections to the Bid must be initialed in ink by Bidder.

2.2 Addendum Acknowledgment

Bidder acknowledges receipt of the following described Addenda:

Addendum No. \_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Addendum No. \_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Addendum No. \_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Addendum No. \_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Addendum No. \_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

### 3.0 Sample Contract

This **CONTRACT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Hillsborough County Aviation Authority, a public body corporate under the laws of the State of Florida (hereinafter referred to as the "Authority"), and \_\_\_\_\_, a Florida corporation authorized to do business in the State of Florida (hereinafter referred to as "Contractor").

THAT THE CONTRACTOR, for the consideration listed herein, agrees with the Authority as follows:

1. THAT THE CONTRACTOR will provide the materials and labor specified and perform, in a first class manner, all Work in connection with the **CONTRACT FOR** \_\_\_\_\_ at Tampa International Airport, in the manner and form as provided by the Contract Documents.

2. THAT THE CONTRACTOR will commence the Work within ten calendar days of the date set by the Authority in a written Notice to Proceed and will achieve Substantial Completion of all Work under this Contract by \_\_\_\_\_, 20\_\_\_\_.

3. The Authority hereby enters into this Contract with the Contractor for the Total Contract Price of \_\_\_\_\_ **dollars (U.S.)** (\$\_\_\_\_\_) for the Work in accordance with the Contractor's Bid Form, acknowledged by the Contractor. Payment will be made upon presentation of the proper certificates to the Authority and upon terms set forth in the Contract Documents.

4. In addition to the Contractor's obligation to provide, pay for and maintain insurance as set forth elsewhere in the Contract Documents, the Contractor will indemnify and save harmless the Authority and its officers and employees from all suits, actions, damages or claims of any character brought because of any injuries or damage received or sustained by any person(s) or property which in whole or in part arise on account of the operation of the Contractor, or on account of or in consequence of any neglect in safeguarding the Work; or through use of unspecified materials in constructing the Work, or because of any act or omission, neglect, or misconduct of Contractor, its subcontractors, their officers, employees, agents, servants, or assigns; or from any claims or amounts arising or recovered under the "Workman's Compensation Act", or any other law, ordinance, order or decree. Contractor's indemnity obligation to the Authority is as provided in this paragraph notwithstanding any limitations on liability which may otherwise exist under the provisions of the Workers' Compensation Law. To the maximum extent permitted by Florida law, Contractor will indemnify and hold harmless Authority and its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor or anyone employed or utilized by the Contractor in the performance of this Contract.

In addition to the duty to indemnify and hold harmless Authority as required above, the Contractor will have the duty to defend Authority and its officers and employees from all claims,

damages, losses or costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor or anyone employed or utilized by the Contractor in the performance of this Contract. The duty to defend under this paragraph is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of the Contractor, Authority and any indemnified party. The duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to Contractor. Contractor's obligation to indemnify and defend under this paragraph will survive the expiration or earlier termination of this Contract until it is determined by final judgment that an action against the Authority or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.

Contractor will pay all royalty and license fees required for the construction of any portion of the project assigned to it. To the maximum extent permitted by law, Contractor will defend any and all suits or claims for infringement of patent rights and will indemnify and save Authority harmless from all loss or expense on account thereof (including attorneys' fees).

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

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

ATTEST:

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

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

\_\_\_\_\_

Print Name

\_\_\_\_\_

Print Address

Signed, sealed, and delivered  
in the presence of:

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Witness

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

Notary for \_\_\_\_\_

**STATE OF FLORIDA**  
**COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by  
\_\_\_\_\_ in the capacity of \_\_\_\_\_,  
of \_\_\_\_\_ a \_\_\_\_\_,  
(Name of organization or company, if any) (Corporation / Partnership / Sole Proprietor / Other)  
on \_\_\_\_\_ behalf. \_\_\_\_\_

(Its / His / Her) (They are / He is / She is) (Personally known to me /not personally  
known to me)

\_\_\_\_\_ and \_\_\_\_\_ take an  
oath.

and has produced the following document of identification) (they / he / she) (did / did not)

(Seal of Notary)

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

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

**HILLSBOROUGH COUNTY AVIATION AUTHORITY**

*(Affix Corporate Seal)*

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

**ATTEST:**

\_\_\_\_\_

Signed, sealed, and delivered in the presence of:

\_\_\_\_\_

Witness

\_\_\_\_\_

Print Name

\_\_\_\_\_

Witness

\_\_\_\_\_

Print Name

**LEGAL FORM APPROVED:**

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

David Scott Knight, Assistant General Counsel

**Notary for Hillsborough County Aviation Authority**

**STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ in the capacity of \_\_\_\_\_, and by \_\_\_\_\_ in the capacity of \_\_\_\_\_, Hillsborough County Aviation Authority, a public body corporate under the laws of the State of Florida, on its behalf. They are personally known to me and they did not take an oath.

\_\_\_\_\_

Signature of Notary

\_\_\_\_\_

Print, Type, or Stamp Commissioned Name of Notary

#### **4.0 General Provisions**

- A. The Contract Documents may consist of the Scope of Work, Drawings, Specifications, written instructions to Bidders, addenda, and any and all documents, reports and information referenced in Contractor's Bid. The intent of the Contract Documents is to include all information necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary and what is required by one will be as binding as if required by all.
- B. The Contract Documents are and will remain the property of the Authority and the Authority will retain all common law, statutory and other reserved rights with respect thereto.
- C. Authority will provide the Contractor with copies of the Contract Documents.
- D. Upon written request of the Contractor, the Authority will interpret and decide matters concerning performance under the requirements of the Contract Documents.

#### **5.0 Authority Responsibilities**

- A. The Authority is the person or entity identified as such in the Contract.
- B. Authority will furnish Contractor with the name of the person who will be the Authority's Authorized Representative for the purpose of all communication required between the Authority and the Contractor.
- C. Notice to Proceed will be issued by the Authority after receipt of the required Certificate of Insurance, duly executed, and in a form acceptable to the Authority. Work under the Contract will not start until the Authority has issued a written Notice to Proceed.
- D. Authority may hold weekly Project Coordination and Progress meetings at regularly scheduled times convenient for all parties involved. Meetings will be conducted in a manner that will resolve coordination problems. The Authority will make written notes on the results of the meeting and distribute copies to all attendees and others affected.
- E. Authority may stop or suspend Work, or carry out the Work with its own forces, if the Contractor fails to perform in accordance with the Contract Documents.

## **6.0 Contractor Responsibilities**

- A. The Contractor is the person or entity identified as such in the Contract.
- B. The term Work means the construction and services provided by the Contractor to fulfill the Contractor's obligations under this Contract.
- C. The Contractor will provide the Authority the following documentation prior to commencing work:
  - 1. Listing of subcontractors, principal suppliers and fabricators.
  - 2. Schedule of Values.
  - 3. Initial CPM (or Bar Chart) Construction Schedule.
  - 4. Schedule of submittals.

### **6.1 Review of Contract Documents and Field Conditions**

- A. By entering into this Contract, the Contractor acknowledges and declares that the Contract Documents are sufficient to enable the completion of the Work as shown or to reasonably infer as necessary for the completion of the Work in accordance with the requisite time frame, applicable laws, statutes, building codes and regulations or as otherwise required in the Contract Documents.
- B. The Contractor represents that it is familiar with the Project and has received all information necessary for the satisfactory completion of the Work. The Contractor agrees and acknowledges:
  - 1. the Total Contract Price is just and reasonable compensation for all the Work; and
  - 2. the Contract Time is adequate for performance of the Work.

### **6.2 Supervision and Construction Procedures**

- A. The Contractor will supervise, direct and inspect the Work, using the Contractor's best skill and attention. The Contractor will be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract, including coordination of all subcontractors and suppliers, unless otherwise specified. Contractor will designate a Project Manager in writing to the Authority. The Project Manager will be authorized and responsible to act on behalf of the Contractor with respect to directing, coordinating and administering all aspects of the services to be provided and Work to be performed under this Contract.

- B. The Contractor's personnel will be fully trained, properly licensed and will be supervised at all times by the Contractor. Should the Authority find any person(s) employed on the Project to be incompetent, unfit or otherwise objectionable, the Contractor will immediately remove and replace the person(s) with a person acceptable to the Authority.
- C. All Work performed by the Contractor will be satisfactory to the Authority. If the Authority determines that performance of the Work by the Contractor is unsatisfactory, such as but not limited to, failure to provide adequate or proper equipment, supplies, personnel and/or supervision or failure to complete the Work in a timely manner, the Contractor will be directed by the Authority to provide adequate or proper personnel, supplies, equipment, and/or personnel or otherwise immediately correct the unsatisfactory condition of the Work. Failure to comply may result in immediate termination of this Contract by the Authority.
- D. All of Contractor's machinery, motor vehicles, and mechanized equipment used in performance of this Contract will be in a safe and satisfactory working condition, as determined by the Authority, at all times and will have posted thereon in a conspicuous location, acceptable identification showing the Contractor's name. All equipment, tools, and machines used in the performance of this Contract will be in safe and satisfactory working condition, as determined by the Authority, at all times.
- E. The Contractor will be responsible for any damage caused by its Work on the Project and will immediately repair such damage, at its own expense, to the satisfaction of the Authority.
- F. The Contractor warrants to the Authority that material and equipment furnished under the Contract will be new and of good quality, unless otherwise permitted by the Contract. Work not conforming to these requirements, including unauthorized substitutions, may be considered defective, will be rejected by the Authority, and will be immediately replaced/corrected by Contractor to the satisfaction of the Authority.
- G. All manufactured articles, materials and equipment furnished under this Contract by the Contractor will be applied, installed, connected, erected, started-up, tested, cleaned and conditioned in accordance with the manufacturer's written or printed directions and instructions, unless otherwise indicated in the Contract Documents.
- H. Where the Work is to fit with existing conditions or construction, the Contractor will fully and completely join the Work with such conditions or construction, unless otherwise specified in the Contract Documents. Any mechanical, electrical and fire protection work will be installed, without additional cost to the Authority, to clear all obstructions, permit proper clearances for the Work of other trades and present an orderly appearance where

exposed.

### 6.3 Legal Requirements

- A. The Contractor and its subcontractors will fully comply with all applicable federal, state, county, municipal or other governmental laws, executive orders, wage, hour and labor laws, equal employment opportunity, woman and minority-owned business enterprises, pollution control and environmental regulations, and also comply with all pertinent Authority Rules and Regulations, including online business/vendor registration.
- B. No goods, merchandise or material that are explosive or hazardous will be kept or stored by Contractor at the Airport. The Contractor will not conduct on the Airport premises any offensive or dangerous trade, business or occupation.
- C. The Contractor certifies that all materials and equipment used in the performance of this Contract meet all Occupational Safety and Health Administration (OSHA) requirements.
- D. Contractor's personnel will immediately report all accidents or unusual incidents occurring on Airport premises to the Authority's Authorized Representative. Unusual or catastrophic events involving personnel or equipment covered by this Contract will, within five days, be followed by a written report to the Authority detailing the circumstances surrounding the event and the actions taken or to be taken by the Contractor.

### 6.4 Permits, Fees, Notices, Taxes

- A. Contractor will be required to procure and pay for all permits and arrange for all inspections and similar procedural items required to complete the Work. These costs are included in the Total Contract Price.
- B. The Contractor will comply with and give all notices required by law, ordinances, rules, regulations and lawful orders of public authorities required for the performance of the Work. If the Contractor performs Work knowing it to be contrary to law, statutes, ordinances, building codes, rules or regulations, the Contractor will assume full responsibility for correction of such Work and all associated costs.
- C. It will be the obligation of the Contractor to review the Contract Documents to determine any discrepancies between building codes and regulations of which the Contractor has or should have known or should be reasonably able to determine, and to notify the Authority of the same.
- D. The Contractor will pay all sales, consumer, use or similar taxes for the Work, unless otherwise provided in the Contract Documents.

- E. Pursuant to Sales and Use Tax Law Chapter 212, Florida Statutes, the Authority is exempt from the payment of sales tax. The Authority Certificate Number is 39-00-143184-53C. Work performed by all subcontractors for the Contractor and supplies provided to all subcontractors or Contractor are not exempt from state sales tax.

## 6.5 Schedule

- A. Within ten (10) days of the issuance of the Notice to Proceed, but before start of the Work, the Contractor will submit for the Authority's approval a schedule covering the major items of the Work, including required submittals, construction activities and procurements of materials and equipment. The schedule will identify start and finish dates and the sequence in which the Contractor proposes to carry out the Work. The schedule will be based upon the Contract Time specified in the Contract Documents.
- B. The schedule will be updated monthly and submitted with the Contractor's Application for Payment. The schedule must accurately reflect the progress of the Work as it relates to the entire project and will provide for the expeditious and practicable execution of the Work. The Authority may refuse to process or issue payment without the submission of a current, accurate and updated schedule that is satisfactory to the Authority.
- C. The Contractor will comply fully with all requirements of the Contract Documents. If for any reason the Authority pays the Contractor without the submission of a monthly schedule update, the payment will not constitute a waiver of the requirements of such update nor will it relieve the Contractor from the obligation to complete the Work within the Contract Time.
- D. The Contractor will notify the Authority of any minor changes that are anticipated in the schedule for the following week. If for any reason a major change in the approved schedule is anticipated, the Contractor will make the necessary changes and resubmit the revised schedule for approval. Copies of the approved schedule will be posted in the Contractor's field office with completed work identified.

## 6.6 Documents and Submittals

The Authority may require submission of shop drawings, product data, as-built drawings and samples for review.

## 6.7 Use of Site and Coordination

- A. The right of possession of the site and the improvements made thereon by the

Contractor will remain at all times with the Authority. The Contractor's right to entry and use arises solely from the permission granted by the Authority under the Contract Documents. The Authority will not be liable to the Contractor, the subcontractor, their employees or anyone else with respect to the conditions of the site.

- B. The Contractor will confine all apparatus, storage of materials and operations to areas permitted by law, ordinances, the Contract Documents, permit and/or the direction of the Authority. Materials will be arranged and maintained in an orderly manner and will not encumber any public areas without Authority permission. The Authority assumes no responsibility for materials stored in buildings or on site. The Contractor assumes full responsibility for any damages to the site and for restoration of areas used, at no additional cost to the Authority.
- C. The Contractor will coordinate all material and equipment deliveries to the site with the Authority.
- D. Airport operations will be maintained throughout this Contract. The Contractor will in no way curtail or handicap normal operational characteristics of the Airport except as specifically indicated and specified in the Contract Documents.

#### 6.8 Maintenance of Traffic

Contractor will coordinate all activities with the Authority and minimize operational impacts.

#### 6.9 Cleaning Up

- A. The Contractor, on a daily basis, will keep the site and surrounding areas free from the accumulation of waste materials or rubbish caused by operations under the Contract. At no time will waste materials or rubbish generated by the Contractor as a result of the Work hinder normal operations at the Airport. All clean-up activities are a part of the Contract and will be accomplished by the Contractor at no additional cost to the Authority.
- B. If the Contractor fails to keep the site clean as required, the Authority will take appropriate action to clean the site and charge such costs to the Contractor.

#### 6.10 Access to the Work

The Authority will at all times have a right of access to the Work, the right to examine all materials, equipment, and personal practices used by the Contractor in performance of the Work and the right to observe the operations of the Contractor, its agents, and employees in their performance of the Work.

#### 6.11 Warranty

All work will be warranted for defects of labor and material for one year, unless otherwise specified by the Contract Documents.

### 7.0 Claims and Disputes

A. If for any reason the Contractor deems that additional compensation or Contract Time is due for work not clearly provided for in the Contract, or for previously authorized changes in the Work, the Contractor will notify the Authority in writing of its intention to claim such additional compensation or Contract Time before the Contractor begins the work on which the Contractor bases the claim. The Contractor will give the Authority the opportunity to keep strict account of actual time and/or cost associated with the claim. If such notification is not given to the Authority or the Authority is not afforded proper opportunity by the Contractor for keeping strict account of actual cost or time as required, then the Contractor hereby agrees to waive any claim for such additional compensation or Contract Time. Such notice by the Contractor and the fact that the Authority has kept account of the cost or time associated with the claim will not in any way be construed as proving or substantiating the validity of the claim. Pending final resolution of a claim, unless otherwise agreed in writing, the Contractor will proceed diligently with performance of the Contract. When the work for which the claim for additional compensation or Contract Time is based has been completed, the Contractor will, within 10 calendar days, submit Contractor's written invoice to the Authority.

B. Failure to resolve a claim through negotiation may result in litigation.

### 8.0 Changes in the Work

A. Changes in the Work may be accomplished, after execution of this Contract and without invalidating this Contract, by Change Order issued by the Authority.

B. The Authority may authorize minor changes in the Work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. Minor changes are those that do not involve an adjustment to the Contract Time or Total Contract Price and do not materially or adversely affect the Work.

## **9.0 Uncovering and Correction of the Work**

The Contractor will promptly correct Work rejected by the Authority that fails to conform with the Contract Documents. The Contractor will bear all costs of correcting such Work.

## **10.0 Testing Requirements for Contractor**

The Authority may require testing of the Work at appropriate times. The Contractor will make arrangements with an independent testing laboratory or entity for such tests. The Contractor will give the Authority notice of when and where such tests will occur so that the Authority can observe.

## **11.0 Time of the Essence**

- A. Time is of the essence for this Contract.
- B. The project Substantial Completion date will be identified in the solicitation documentation based on the issuance of the Notice to Proceed and schedule.

## **12.0 Payment and Completion**

- A. Total Contract Price as stated in the Contract, including any authorized Change Orders, is the total amount payable by the Authority to the Contractor for performance of the Work under the Contract.
- B. The Authority may withhold payment to the Contractor if and for so long as the Contractor fails to perform any of its obligations or otherwise is in default of any of the terms and conditions of the Contract Documents; provided however that the amount withheld is limited to an amount sufficient to cure any such default or failure of performance.
- C. Payments to all subcontractors and suppliers will be made in accordance with the Florida Prompt Payment Act, Florida Statute ss.255.0705 – 255.078. The Authority will have no obligation under this Contract to pay or to be responsible in any way for payment to any entity except the Contractor.
- D. The Contractor will submit to the Authority by the third day of each month one executed and notarized original and two copies of an itemized Application for Payment prepared on a form to be supplied by the Authority. Applications for Payment will be based on the agreed schedule of values, and will be supported by such data to substantiate the Contractor's right to payment as the Authority may require. The Application for Payment should reflect 10% retainage for all Work performed through the last calendar day of the previous month. The Application for Payment will be signed by a person duly authorized to execute contractual

instruments on behalf of the Contractor. An incomplete Application for Payment will be returned by the Authority without any action.

- E. The Authority will approve or disapprove the Contractor's Application for Payment within seven days after receipt. Upon approval, Authority will promptly certify payment, recommending payment to the Contractor. The Authority will make payment by the third Friday of the month in which the Application for Payment was submitted. The Contractor will promptly pay each subcontractor upon receipt of the payment from the Authority. Acceptance of payment by the Contractor will release the Authority from any liens or disputes between the Contractor and the Contractor's subcontractors.
- F. Each Application for Payment will include the Contractor's signed statement certifying previous payments, based on the agreed schedule of values of the value of the Work. The payment for each month will be broken down according to the specific items from the schedule of values that have been completed/ delivered for which payment is requested. All payments will be commensurate with the actual progress of the Work. Payments will not be made for any Work which cannot be so substantiated.
- G. The Authority may withhold payments or portions thereof, to such extent as may be necessary, on account of:
  - (1). Work or execution thereof not performed or not in accordance with the Contract Documents;
  - (2). Work required to be performed by the Authority on behalf of the Contractor where said work or the costs thereof are identified in the Contract Documents as the responsibility of the Contractor; and/or
  - (3). Work remaining to be corrected or completed.
- H. Closeout Procedures: Prior to final payment, the Contractor will turn over all documentation including warranties, O & M manuals, releases of liens, and, if requested, as-built drawings.

### **13.0 Final Cleaning**

The Contractor will clean and remove all debris and material on the site to the satisfaction of the Authority.

#### **14.0 Security**

- A. A representative of the Authority must accompany the Contractor at all times during all phases of airfield work.
- B. Employees of the Contractor may be required to obtain an Airport identification security badge provided by Hillsborough County Aviation Authority Operations Department for work in restricted areas. The cost of each identification badge required is to be paid by the Contractor and is subject to change without notice.

#### **15.0 Protection of Persons and Property**

- A. In as much as each work area will be accessible to and be used by the public, the Authority, and other companies doing business at the Airport during the construction period, it is the Contractor's responsibility to maintain each work area in a safe, hazard free condition at all times. Should the Authority find any area unsafe at any time, it will notify the Contractor and the Contractor will take whatever steps necessary to remedy the unsafe condition. Should the Contractor not be immediately available for corrective action, the Authority will remedy the problem and the Contractor will reimburse the Authority for the expense of such correction.
- B. Fixed structures, equipment, paving, landscaping and vehicles (automobiles, trucks, etc.) will be protected with drop cloths, shielding and/or other appropriate measures to assure maximum protection of all property and vehicles.
- C. The Contractor will comply with the provisions of the Occupational Safety and Health Act (OSHA) of 1970, 84 Stat. 1190, 29 U.S.C. 651 et. seq. (as amended), 29 C.F.R. 1926 (as amended) and applicable regulations and requirements under said Act.
- D. Existing surfaces and materials of the Authority's property that are damaged by the Contractor's operations will be immediately repaired at the Contractor's expense. Repaired surfaces and materials will match existing adjacent undamaged surfaces and materials. Repair work will be coordinated with the Authority with regards to time and method.

#### **16.0 Suspension or Termination by Authority**

- A. This Contract may be suspended or terminated by the Authority with or without cause upon written notice to the Contractor.
- B. In the event of termination by the Authority without cause, the Contractor will be entitled to receive that portion of the Total Contract Price attributable to the Work performed by the Contractor in conformance with the Contract through the date of termination, together with any reasonable termination expenses incurred. The

Contractor will not be entitled to any further or additional compensation from the Authority, including, but not limited to, damages or loss of anticipated profits on portions of the Work not performed.

- C. In the event of termination by the Authority for cause, the Authority may retain all payments due to the Contractor as of the date of termination until all of the Authority's damages (including attorney's fees) have been established and deducted from payments due.

## **17.0 Indemnification**

- A. In addition to the Contractor's obligation to provide, pay for and maintain insurance as set forth elsewhere in the Contract Documents, the Contractor will indemnify and save harmless the Authority and its officers and employees from all suits, actions, damages or claims of any character brought because of any injuries or damage received or sustained by any person(s) or property which in whole or in part arise on account of the operation of the Contractor, or on account of or in consequence of any neglect in safeguarding the Work; or through use of unspecified materials in constructing the Work, or because of any act or omission, neglect, or misconduct of Contractor, its subcontractors, their officers, employees, agents, servants, or assigns; or from any claims or amounts arising or recovered under the "Workman's Compensation Act", or any other law, ordinance, order or decree. Contractor's indemnity obligation to the Authority is as provided in this provision notwithstanding any limitations on liability which may otherwise exist under the provisions of the Workers' Compensation Law. To the maximum extent permitted by Florida law, Contractor will indemnify and hold harmless Authority and its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor or anyone employed or utilized by the Contractor in the performance of this Contract.
- B. In addition to the duty to indemnify and hold harmless Authority as required above, the Contractor will have the duty to defend Authority and its officers and employees from all claims, damages, losses or costs, including, but not limited to, reasonably attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor or anyone employed or utilized by the Contractor in the performance of this Contract. The duty to defend under this section is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of the Contractor, Authority and any indemnified party. The duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to Contractor. Contractor's obligation to indemnify and defend under this provision will survive the expiration or earlier termination of this Contract until it is determined by final judgment that an action against the Authority or an

indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.

C. Contractor will pay all royalty and license fees required for the construction of any portion of the project assigned to it. To the maximum extent permitted by law, Contractor will defend any and all suits or claims for infringement of patent rights and will indemnify and save Authority harmless from all loss or expense on account thereof (including attorneys' fees).

**18.0 Insurance**

A. Insurance Terms and Conditions

Contractor will maintain the following limits and coverages uninterrupted or amended through the term of this Contract. In the event the Contractor becomes in default of the following requirements, the Authority reserves the right to take whatever actions deemed necessary to protect its interests. Liability policies other than Workers' Compensation/Employer's Liability will provide that the Authority is an additional insured.

(1) Workers' Compensation/Employer's Liability

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

Part One: "Statutory"

Part Two:

Each Accident	\$ <u>100,000</u>
Disease – Policy Limit	\$ <u>500,000</u>
Disease – Each Employee	\$ <u>100,000</u>

This coverage will be provided for all employees working on the Project without exception.

(2) Commercial General Liability

The minimum limits of insurance (inclusive of any amounts provided by an umbrella or excess policy) covering the Work performed pursuant to this Contract will be the amounts specified herein. Coverage will be provided for liability resulting out of, or in connection with, operations performed by, or on behalf of, the Contractor under this Contract or the use or occupancy of Authority premises by, or on behalf of, the Contractor in connection with this Contract.

Contract Specific

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

(3) Business Auto Liability

The minimum limits of insurance (inclusive of any amounts provided by an umbrella or excess policy) covering all owned, hired and non-owned vehicles are:

Each Occurrence – Bodily Injury and Property Damage Combined	\$ <u>1,000,000</u>
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This Contract incorporates by reference the Authority's Operating Directive D250.01.01 concerning contractual insurance terms and conditions in effect as of the date of this Contract.

**19.0 Miscellaneous Provisions**

A. Successors and Assigns

The Contractor binds itself, its partners, successors, assigns and legal representatives to the Authority and the Authority's successors, assigns and legal representatives in respect to all covenants and obligations of this Contract. This Contract is not assignable without Authority approval.

B. Governing Law and Venue

This Contract has been made in and will be construed in accordance with the laws of the State of Florida. It is agreed that the venue for any action brought under this Contract will be in Hillsborough County, Florida.

C. Contractual Relationship

Nothing contained in this Contract will create a contractual relationship between the Authority and any person or entity other than the Contractor.

D. Waiver

No action or failure to act by the Authority or Contractor will constitute a waiver of a right or duty afforded them under the Contract, nor will such action or failure to act constitute approval of or acquiescence in a breach hereunder, except as may be specifically agreed in writing.

E. Severability

The invalidity of any part or provision of the Contract Documents will not impair or affect in any manner the validity, enforceability or effect of the remaining provisions of the Contract Documents.

F. Complete Contract

This Contract represents the entire Contract between the Authority and the Contractor and supersedes prior negotiations, representations or contracts, either written or oral. This Contract may be amended only by written instrument and signed by both the Authority and the Contractor.

G. Public Entity Crime Certification

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, 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 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

## **20.0 Audit Requirements**

- A. In connection with payments to the Contractor under this Contract, it is agreed the Contractor will maintain adequate records in accordance with generally accepted accounting practices. The Authority, Federal Aviation Administration and the Comptroller General of the United States, or any duly authorized representative of each, have the right to audit the Contractor's records for the purpose of making audits, examinations, excerpts, and transcriptions and to determine payment eligibility under this Contract. Access will be to all of the Contractor's records, including books, documents, papers and records directly pertinent to this Contract, as well as records of parent, affiliate and subsidiary companies.
- B. In the event the Contractor maintains its accounting or project information in electronic format, upon request by the Authority's auditors, the Contractor will provide a download of its accounting or project information in an electronic format allowing readership in Microsoft Office products.
- C. The Authority has the right during the audit to interview the Contractor's employees, subcontractors and subconsultants, make photocopies and inspect any

and all records upon request. The right to initiate an audit will extend for three years after the completion date of any work, or three years after the termination of the Contract, whichever occurs later.

- D. In the event the Contractor has overcharged the Authority by more than three percent of the gross direct and reimbursable amount, excluding any lump sum amount, contained in the Contract, Contractor will pay for the entire cost of the audit and interest on the overcharge amount at the greater of twelve percent or the Federal Reserve Bank of New York prime rate plus four percent from the date the overcharge occurred.
- E. The Contractor will include a provision providing the Authority the same rights to audit at the subcontractor and subconsultant level in all of its subconsultant and subcontractor contracts executed to effect project completion.

#### **21.0 Equal Employment Opportunity/Affirmative Action Requirements**

- A. Each Contractor will complete, sign and include in their Bid the Equal Employment Opportunity Report Statement and Certification of Non-Segregated Facilities. A Bid may be considered non-responsive and may be rejected if it fails to furnish such required data. When a determination has been made to award a Contract to a specific Contractor, such Contractor will, prior to award, furnish such other pertinent information regarding compliance with Federal regulations and Contractor's own employment and/or policies and practices as the Federal Aviation Administration, the Authority, the Secretary of the Labor, Office of Federal Contract Compliance (OFCC) may require. Contractor will require similar compliance by its subcontractors. Where the Contract Price is \$10,000.00 or greater, Contractor will comply with Part 152 of the Federal Aviation Regulations as amended and specifically FAR Parts 152.411 (c) and (d), incorporated herein by reference. All such information required of a subcontractor will be furnished by the Contractor.
- B. The Equal Employment Opportunity Report Statement, Certification of Non-Segregated Facilities and all other EEO requirements will be included in all non-exempt subcontracts entered into by the Contractor. Subcontracts entered into by Contractor will also include all other applicable labor provisions. No subcontract will be awarded to a non-complying subcontractor.
- C. If the Contract is an Aviation Related Activity as defined in 14 CFR Part 152, and is a construction contract of \$10,000.00 or more, Contractor assures that it will undertake an Affirmative Action Program as required by 14 CFR Part 152 Subpart E, to insure that no person may, on the grounds of race, creed, color, national origin, or sex, be excluded from participating in or receiving the services or benefits of any program or activity covered herein. Contractor assures that it will require that its covered suborganizations provide assurances to the Contractor that they similarly will undertake Affirmative Action Programs and that they will

require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E to the same effect.

- D. In addition, the Contractor will also insert in each of its subcontracts a clause requiring the subcontractor to include these provisions in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

## **22.0 Woman and Minority Owned Business Enterprise (W/MBE) Policy & Program**

- A. It is the policy of the Authority that woman and minority-owned business enterprises, as defined herein, (W/MBEs) 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 Authority. In advancing this opportunity for W/MBEs, neither the Authority nor those companies doing business with the Authority will discriminate on the basis of race, color, national origin, religion or sex in the award and performance of any Authority contract or in the administration of the Authority's W/MBE policy and program. The Authority will take all necessary and reasonable steps to ensure nondiscrimination in the award and administration of Authority contracts. Under its W/MBE policy and program, the Authority will recognize and encourage W/MBEs to participate as prime Contractors or as subcontractors in its construction contracts, architectural and engineering contracts, professional services contracts, and goods and services purchases and contracts.
- B. No specific goal for W/MBE participation has been established for this Contract. However, Contractor agrees to make a good faith effort throughout the term of the Contract to incorporate W/MBE participation by utilizing firms in the area of goods and services, which includes material suppliers. W/MBE enterprises are business concerns certified as a woman or minority-owned business by Hillsborough County, City of Tampa, State of Florida, Department of Management Services and Office of Supplier Diversity or certified as a DBE under the Florida Unified Certification Program (UCP). W/MBEs must be listed in the directories of the respective certifying agencies. Links to each certifying agency's W/MBE directory are posted on the Authority's website at [www.TampaAirport.com](http://www.TampaAirport.com), Airport Business, Disadvantaged Business Enterprise (DBE).
- C. EACH CONTRACT THE AUTHORITY EXECUTES WITH A CONTRACTOR (AND EACH SUBCONTRACT A CONTRACTOR EXECUTES WITH A SUBCONTRACTOR) MUST INCLUDE THE FOLLOWING CLAUSE:

Contractor's W/MBE Assurance: The Contractor or Subcontractor will not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor or Subcontractor will carry out applicable requirements of the Authority's W/MBE policy and program in the award and administration of Authority contracts. Failure by the Contractor or Subcontractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the Authority deems appropriate.

- D. The Contractor, supplier/vendor or subcontractor will carry out applicable requirements of the Authority's W/MBE policy and program in the award and administration of Authority contracts. Failure by the Contractor, supplier/vendor or subcontractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the Authority deems appropriate.

Contractor must complete Attachment 6, "Woman and Minority Owned Business Enterprise Assurance and Participation Letter of Intent", if a certified W/MBE will be utilized on this Project to provide any of the required services.

## ATTACHMENT 5: SAMPLE INSURANCE CERTIFICATE

<b>ACORD CERTIFICATE OF LIABILITY INSURANCE</b>						DATE (MM/DD/YYYY)									
PRODUCER			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
INSURED			INSURERS AFFORDING COVERAGE		NAIC #										
INSURED			INSURER A:												
			INSURER B:												
			INSURER C:												
			INSURER D:												
			INSURER E:												
COVERAGES															
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.															
INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS									
		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> _____ <input type="checkbox"/> _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one percent) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$									
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ PROPERTY DAMAGE (Per accident) \$									
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/>				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$									
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE \$ <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$									
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY  ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?  If yes, describe under SPECIAL PROVISIONS below OTHER				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 2px;">WC STATUTORY LIMITS</td> <td style="width: 50%; padding: 2px;">OTHER</td> </tr> <tr> <td colspan="2" style="padding: 2px;">E.L. EACH ACCIDENT \$</td> </tr> <tr> <td colspan="2" style="padding: 2px;">E.L. DISEASE - EA EMPLOYEE \$</td> </tr> <tr> <td colspan="2" style="padding: 2px;">E.L. DISEASE - POLICY LIMIT \$</td> </tr> </table>		WC STATUTORY LIMITS	OTHER	E.L. EACH ACCIDENT \$		E.L. DISEASE - EA EMPLOYEE \$		E.L. DISEASE - POLICY LIMIT \$	
WC STATUTORY LIMITS	OTHER														
E.L. EACH ACCIDENT \$															
E.L. DISEASE - EA EMPLOYEE \$															
E.L. DISEASE - POLICY LIMIT \$															
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADED BY ENDORSEMENT / SPECIAL PROVISIONS (DESCRIPTION OF WORK BEING DONE AS WELL AS DEDUCTIBLES ON ALL LIABILITY COVERAGES.)															
HILLSBOROUGH COUNTY AVIATION AUTHORITY TAMPA INTERNATIONAL AIRPORT 5503 W. SPRUCE STREET TAMPA, FL 33607-1475				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, IT'S AGENTS OR REPRESENTATIVE.											
				AUTHORIZED REPRESENTATIVE											

CERTIFICATE HOLDER  ADDITIONAL INSURED: INSURER LETTER: \_\_\_\_\_ CANCELLATION

**ATTACHMENT 6: WOMAN AND MINORITY OWNED BUSINESS ENTERPRISE  
ASSURANCE AND PARTICIPATION LETTER OF INTENT**

**SMALL PROJECT CONTRACTORS  
Tampa International Airport and  
Peter O. Knight, Plant City and Tampa Executive Airports**

\*A Separate Letter Of Intent Must Be Completed For Each W/MBE Firm\*

Name of Contractor: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

Telephone: \_\_\_\_\_ FAX \_\_\_\_\_ E-mail \_\_\_\_\_

Contractor's estimated annual gross receipts \$ \_\_\_\_\_

Percentage of Agreement amount performed by Contractor \_\_\_\_\_ %

Name of W/MBE firm: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

Telephone: \_\_\_\_\_ FAX \_\_\_\_\_ E-mail \_\_\_\_\_

Identity of W/MBE (e.g. Hispanic, American Indian, Black, Female, etc.) \_\_\_\_\_

Description of work to be performed by W/MBE firm: \_\_\_\_\_

Anticipated gross receipts of subcontract \$ \_\_\_\_\_

Subcontract percent of Contractor's Agreement amount \_\_\_\_\_ %

Check the appropriate box if the above W/MBE is a materials supplier:

- Materials or supplies obtained from a W/MBE regular dealer (counts as 100% towards expectancy)

**Commitment**

The Contractor is committed to utilizing the above-named W/MBE firm for the purchase of goods and services described above.

By: \_\_\_\_\_  
(Signature) (Title) (Name of Agency)

**Affirmation**

The above-named W/MBE firm affirms that it will provide the goods and services as stated above.

By: \_\_\_\_\_  
(Signature) (Title) (Name of W/MBE firm)

If the Contractor does not receive award of the Contract, any and all representations in this Letter of Intent and affirmation shall be null and void.

EACH CONTRACT THE AUTHORITY EXECUTES WITH THE AGENCY (AND EACH SUBAGREEMENT THE AGENCY EXECUTES WITH A D/W/MBE firm) MUST INCLUDE THE FOLLOWING CLAUSE:

Contractor's D/W/MBE Assurance: The Agency will not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Failure by the Agency to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.

\_\_\_\_\_  
(Name of Contractor)

By: \_\_\_\_\_  
(Signature\*)

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

Date: \_\_\_\_\_

\* This form must be signed by an Officer of the Contractor or an individual so duly authorized by the Contractor.