



HILLSBOROUGH COUNTY AVIATION AUTHORITY

PART 1 CONTRACT FOR DESIGN-BUILD SERVICES

BETWEEN

HILLSBOROUGH COUNTY AVIATION AUTHORITY

AND

THE MIDDLESEX CORPORATION

PROJECT NO. 8240 19

AIR CARGO EXPANSION

DATED: DECEMBER 6, 2018

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 6th day of December, 2018 by and between the Hillsborough County Aviation Authority, an independent special district under the laws of the State of Florida, hereinafter referred to as the "Owner," and The Middlesex Corporation, a Massachusetts Corporation, authorized to do business in the State of Florida, hereinafter referred to as the "Design-Builder".

For the following Project: Air Cargo Expansion, Authority Project No. 8240 19

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:

AECOM Technical Services, Inc.

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

VoltAir Consulting Engineers, Inc.

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

TERMS AND CONDITIONS – PART 1 CONTRACT

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 June 6, 2018, entitled "Request for Qualifications for Air Cargo Expansion at Tampa International Airport", which is incorporated by reference herein, and the Design-Builder's fee and scope proposal dated November 20, 2018, entitled "Part 1 Agreement Proposal-Rev 2, Air Cargo Expansion Project No. 8240 19: UPS Air Cargo Site," which is attached hereto 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 Zach Thompson, whose business address is 10801 Cosmonaut Blvd., Orlando, FL, 32824, 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 David P. Succi, whose title is Senior Vice President Preconstruction & Assistant Secretary, whose business address is 10801 Cosmonaut Blvd., Orlando, FL, 32824, and who will have full authority to bind and obligate the Design-Builder on all matters arising out of or relating to this Contract. The Design-Builder agrees that the Project Director will devote whatever time is required to satisfactorily manage the

services to be provided and performed by the Design-Builder hereunder. Any replacement of the Project Director will be subject to the prior approval and acceptance of the Owner.

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

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

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

1.3 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.

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

1.3.6 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.

1.3.7 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.

1.3.8 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.

1.4 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. Statute 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 Authority 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 Section 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.

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 Sixty Nine Thousand Nine Hundred Forty Nine and No One Hundredth Dollars (\$3,469,950.00), 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 Design-Builder's and subconsultant's most recent audited overhead rates or agreed upon overhead rates, personnel direct labor rates, negotiated profits and actual time billed to the Project as substantiated by backup acceptable to the Owner and supported by monthly progress reports.
- 9.1.5 Invoiced amounts for multiple projects or multiple locations must be identified per project and/or location.
- 9.1.6 All subconsultant and subcontractor contracts must be submitted at time of billing. Subconsultant and subcontractor contracts must include a provision providing the Owner the same rights to audit all of Design-Builder's subconsultant and subcontractor contracts entered into by the Design-Builder to effect Project completion.
- 9.1.7 An employee basic services spreadsheet based on the fee and scope proposal in Excel format listing the employee's name, employee's classification and employee's raw rate must be submitted before the Design-Builder's invoice submittal. If there are changes such as new employees, new classification or new raw rate, then an updated basic services spreadsheet in Excel format is required to be submitted. New rate tables must be approved by the Owner.
- 9.1.8 Basic services invoices that are submitted with a Design-Builder's invoice that are older than 90 days before the submission date will not be reimbursed.
- 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 (provided that travel and subsistence will be reimbursed in accordance with the Owner's travel policy), 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. 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 will not be reimbursed.
- 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 Disadvantaged Business Enterprises (DBE). This accounting will include the names and addresses of DBEs that have participated, a description of the work each named DBE has performed and the value of work performed by each named DBE. 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 DBE and non-DBE 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

10.1 DESIGN-BUILDER'S INSURANCE

- 10.1.1 Design-Builder must maintain the following limits and coverages uninterrupted or amended through the term of this Contract. In the event the Design-Builder defaults on any of the following requirements, the Owner reserves the right to take whatever actions deemed necessary to protect its interests. Required liability, other than Workers' Compensation/Employer's Liability and Professional Liability, will provide that the Owner, members of the Owner's governing body, and the Owner's officers, volunteers and employees are included as additional insureds. Design-Builder shall require that all subcontractors and subconsultants maintain insurance meeting all the requirements stated herein (except for professional liability insurance and environmental impairment insurance) with the sole exception that the Design-Builder shall determine the applicable limits of coverage and deductible amounts for its subcontractors and subconsultants and have all applicable policies endorsed to name the Owner, members of the Owner's governing body, and the Owner's officers, volunteers and employees named Additional Insureds.

10.1.2 Workers' Compensation / Employer's Liability Insurance

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

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

10.1.3 Commercial General Liability Insurance

The minimum limits of insurance (inclusive of any amounts provided by an umbrella or excess policy) without exclusion for independent contractors, XCU, or broad form property damage, covering the work performed pursuant to this Contract will be the amounts specified herein. Coverage will be provided for liability resulting out of, or in connection with, ongoing operations performed by, or on behalf of, the Design-Builder under this Contract or the use or occupancy of Owner premises by, or on behalf of, the Design-Builder in connection with this Contract. Coverage shall be provided on a form no more restrictive than ISO Form CG 00 01. Coverage for Products and Completed Operations shall remain in force for a period of two years following substantial completion of the design phase in the amount of \$10,000,000. 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.

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

10.1.4 Business Auto Liability Insurance

Coverage will be provided for all owned, hired and non-owned vehicles. Coverage shall be provided on a form no more restrictive than ISO Form CA 00 01.

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

Each Occurrence - Bodily Injury and

Property Damage Combined \$10,000,000

10.1.5 Professional Liability

Such insurance will be maintained throughout the Project and for two years following substantial completion of the design phase by the Design-Builder. Any deductible amount over \$50,000 must be approved in writing by the Owner. This policy shall be endorsed to include contractual liability. Coverage will include all work of the Design-Builder, including but not limited to, areas with possible environmental impact, without any exclusions, unless approved in writing by the Owner. Coverage shall remain in force for a period of two years following substantial completion of the design phase in the amount of \$20,000,000. The limits of coverage will not be less than:

Each Claim	\$20,000,000
Annual Aggregate	\$20,000,000

10.1.6 Environmental Impairment (Pollution) Liability:

Proof of such insurance will be required during this Contract if determined by the Owner that circumstances warrant this coverage. Design-Builder agrees to show proof of coverage, without asbestos abatement exclusion, which arises out of, or in connection with, work or occupancy of Owner property in the Design-Builder's performance under this Contract. Coverage shall remain in force for a period of two years following substantial completion of the design phase in the amount of \$10,000,000. The limits of coverage will not be less than:

Each Occurrence	\$10,000,000
Annual Aggregate	\$10,000,000

10.1.7 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 Owner's governing body and the Owner's officers, volunteers and employees, for damages or loss to the extent covered and paid for by any insurance maintained by the Design-Builder.

10.1.8 Conditions of Acceptance

The insurance maintained by Design-Builder must conform at all times with Attachment 4, the Authority's Standard Procedure S250.06, Contractual Insurance Terms and Conditions, which may be amended from time to time.

**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, 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), recklessness, intentional wrongful conduct, activities, or operations;
3. Any breach of the terms of this Contract;
4. Performance, non-performance or purported performance of this Contract;
5. Violation of any law, regulation, rule or ordinance;
6. Infringement of any patent, copyright, trademark, trade dress or trade secret rights; and/or
7. Contamination of the soil, groundwater, surface water, storm water, air or the environment by fuel, gas, chemicals or any other substance deemed by the Environmental Protection Agency or other regulatory agency to be an environmental contaminant

by the Design-Builder or the Design-Builder's officers, employees, agents, volunteers, subcontractors, invitees, or any other person whether the liability, suit, claim, expense, loss, cost, fine or damages is caused in part by an indemnified party. 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 or actions of any nature seeking damages, equitable or injunctive relief, expenses, losses, costs, royalties, fines or attorney's fees in the event the suit, claim, or action of any nature arises in whole or in part from the:

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

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

by the Design-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 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.
- 11.6 Nothing in this Article or Contract will be construed as a waiver of any immunity from or limitation of liability the Owner, or its members, officers, agents, employees, and

volunteers may have under the doctrine of sovereign immunity under common law or statute.

- 11.7 The Owner and its members, officers, agents, employees, and volunteers reserve the right, at their option, to participate in the defense of any suit, without relieving Design-Builder of any of its obligations under this Article.
- 11.8 If the above Article 11.1-11.7 or any part of Article 11.1-11.7 is deemed to conflict in any way with any law, the Article or part of the Article will be considered modified by such law to remedy the conflict.

ARTICLE 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
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 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.

**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
DISADVANTAGED BUSINESS ENTERPRISE (DBE) ASSURANCES

This Contract involves FAA AIP funding and therefore DBE requirements apply to this Contract.

- 19.1 Owner Policy: It is the policy of Owner that DBEs as defined in 49 CFR Part 26 will have a fair opportunity to participate in the performance of construction, architectural, engineering, and professional services contracts procured by Owner funded in whole or in part by the U.S. Department of Transportation. Design-Builder will take all necessary and reasonable steps in accordance therewith to ensure that DBEs have a fair opportunity to compete for and perform subcontracts under this Contract.
- 19.2 Non-Discrimination: Design-Builder and any subcontractor of Design-Builder will not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Design-Builder will carry out applicable requirements of Owner's DBE Policy and Program in the award and administration of this Contract. Failure by Design-Builder 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 Owner deems appropriate. Each contract Authority executes with Design-Builder and each subcontract Design-Builder executes with a subcontractor must include the following:
- "Design-Builder and subcontractor will not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Design-Builder will carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by Design-Builder 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 Owner deems appropriate."
- 19.3 DBE Termination and Substitution: Design-Builder is prohibited from terminating or altering or changing the scope of work of a DBE subcontractor except upon written approval of Owner in accordance with Owner's procedures relating to DBE terminations contained in the DBE Policy and Program. Failure to comply with the procedure relating to DBE terminations or changes during the Contract will be a material violation of the Contract and will invoke the sanctions for non-compliance specified in this Contract and the DBE Policy and Program.
- 19.4 DBE Goals. In compliance with the Owner's DBE policy, the Design-Builder's minimum DBE commitment is established as the sum total of the verified Letter(s) of Intent submitted with their response. The goal stated below is the sum total of the certified DBE's listed in the Design-Builder's Fee and Scope Proposal which is attached hereto as Attachment 1 and which will be enforceable under the terms of this Contract. The Design-Builder will demonstrate that they will subcontract to certified DBEs certified by the Florida Unified Certification Program (FLUCP) at least 11.1% of the dollar amount of the design fees

earned under this Contract, or clearly demonstrate in a manner acceptable to the Owner its good faith efforts to obtain certified DBE subcontractors.

- 19.5 Monitoring: Owner will monitor the ongoing good faith efforts of Design-Builder in meeting the requirements of this Article. 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 Article, including, but not limited to, records, records of expenditures, contracts between Design-Builder and the DBE participant, and other records pertaining to DBE participation, which Design-Builder will maintain for a minimum of three years following the end of this Contract. Opportunities for DBE participation will be reviewed prior to the exercise of any renewal, extension or material amendment of this Contract to consider whether an adjustment in the DBE requirement is warranted. Without limiting the requirements of this Contract, Owner reserves the right to review and approve all sub-leases or subcontracts utilized by Design-Builder for the achievement of these goals.
- 19.6 Prompt Payment: Design-Builder agrees to pay each subcontractor under this Contract for satisfactory performance of its contract no later than 10 calendar days from the receipt of each payment Design-Builder receives from Owner. Design-Builder agrees further to release retainage payments to each subcontractor within 10 calendar 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 approval of Owner. This clause applies to both DBE and non-DBE subcontractors.
- 19.7 Reporting Requirements: Design-Builder agrees that within 15 calendar days after the expiration of each calendar month during the term of this Contract, it will provide a DBE Monthly Utilization Report to Owner's DBE Program Manager calculated in accordance with the requirements of 49 CFR Part 26. If the required DBE participation is not met, Design-Builder will explain in the DBE Monthly Utilization Report the reasons for its failure to meet the prescribed goal and the strategy Design-Builder proposes to meet the DBE goal. All firms interested in participating in contracting/subcontracting opportunities as a DBE must be certified as eligible DBEs before said business enterprises begin their portion of the Contract work. Only certified DBEs will count toward the DBE goal. If the Design-Builder fails to achieve the DBE goal stated herein, it will be required to provide documentation demonstrating that it made good faith efforts in attempting to do so.
- 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 DBE 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 DBE 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 DBE 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 DBE Policy and Program or failure to meet the prescribed DBE goal set forth in this Article, or to establish a good faith effort to do so, the Owner, after due process, 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 Cancellation, termination or suspension of this Contract in whole or in part; and/or

19.9.3 Suspension or debarment of Design-Builder from eligibility to contract with the Owner in the future or to receive bid packages or request for proposals (RFP)/request for qualification (RFQ) packages.

ARTICLE 20 BUY AMERICAN ASSURANCE

20.1 In accordance with 49 U.S.C. Section 50101, the Design Professional will ensure that all steel and manufactured goods specified in the construction contract documents for this Project, including components and subcomponents, are (1) wholly produced in the United States, or (2) have a nationwide waiver excepting the Buy American requirements, or (3) meet the requirements necessary to obtain a waiver as outlined in 49 U.S.C. Section 50101.

20.2 In all cases requiring a waiver, the Design Professional will provide the Owner with a list of the items requiring a waiver and the appropriate justification needed to obtain the waiver.

ARTICLE 21 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 22
E-VERIFY REQUIREMENT**

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

**ARTICLE 23
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 24
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 25
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.

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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 _____, 2018.

ATTEST:

COMPANY

By: _____

Title: _____

Print Name

Print Address

Signed, sealed, and delivered
in the presence of:

Witness

Print Name

Witness

Print Name

Notary for

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2018,
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

Air Cargo Expansion

Project No. 8240 19

By the Authority this 6th day of December, 2018.

HILLSBOROUGH COUNTY AVIATION AUTHORITY

(Affix Corporate Seal)

By: _____
Robert I. Watkins, 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 _____, 2018, by Robert I. Watkins, 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

Air Cargo Expansion

Project No. 8240 19

**HILLSBOROUGH COUNTY AVIATION AUTHORITY
DRAFT DESIGN SCOPE OF SERVICES**

for

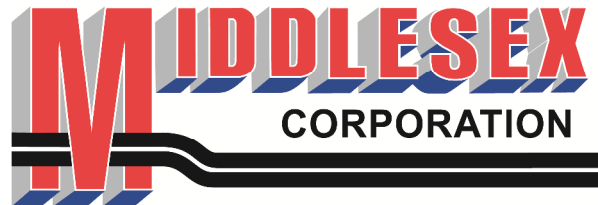
UPS AIR CARGO EXPANSION

at

**TAMPA INTERNATIONAL AIRPORT
TAMPA, FLORIDA**

**HCAA Project No.:
8240 19**

Prepared by:



In Association With

AECOM

November 20, 2018

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Section 1.0

PROJECT DESCRIPTION

The Middlesex Corporation (TMC) Design Build Team shall investigate the status of the project and become familiar with concepts developed from the Hillsborough County Aviation Authority (HCAA) RFQ, prior studies and/or activities. The TMC Design Build Team shall use the approved concepts as a basis for the design unless otherwise directed by HCAA.

HCAA proposed one project at Tampa International Airport (TPA): Project No. 8240 19, Air Cargo Expansion. However the project is composed of two separate areas with different tenants, work scopes, and potential schedules. The two areas are below:

- North Site Air Cargo Expansion
- UPS (South Site) Air Cargo Expansion

This proposal is for the UPS (South Site) only. The north site is on hold and may be scoped and contracted at a later date. All further references are solely related to the UPS site in this proposal. The Part 1 agreement will be executed with only the UPS scope of work at this time. This scope of services details design for only the UPS (South Site) Air Cargo Expansion. The fee spreadsheet (Exhibit B) must be used in conjunction with this scope document.

1.1 UPS AIR CARGO (SOUTH SITE) – OHIO AVENUE SOUTH TPA AOA FENCE; FEDERAL EXPRESS APRON TO WEST OF WESTSHORE

The south site consists of an aircraft apron for up to 4 aircraft, GSE Area, and a connection to the Federal Express Apron and Taxiway K. For the fee proposal all roadway work associated with Ohio Ave., Dazzo Ave., and Westshore Blvd (from Ohio Ave. south to airport security fence) will be included in the south site.

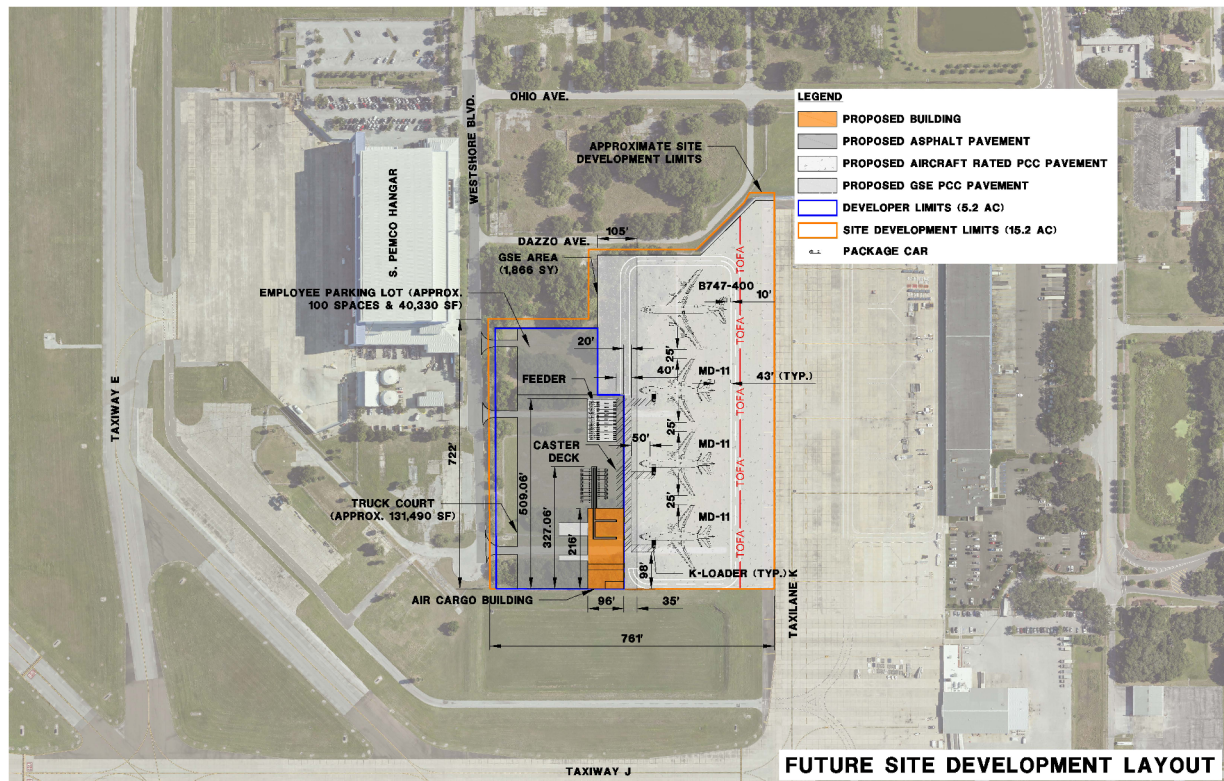


Exhibit A: HCAA's Updated UPS Layout

1.2 SOUTH SITE CARGO FACILITY (20,736 SF)

South site air cargo facility consists of an approximately 20,736 SF building, Truck Feeder Area, Package Car Area, Truck Dock Area, and approximately 55 vehicle car parking. Below is the scope description provided by HCAA in file (UPS specs 10.19.18):

Site

- Approximately 570' by 370', 4.66 acres

- Cleared and grubbed, E&S controls installed at the perimeter, Assume site earthwork balances, Adjacent to a public road.

Pavement

- Approximately 108,000 SF of asphalt suitable for a high capacity truck dock with two connections to the roadway.
- A portion of the paved area will be striped to accommodate 55 cars.
- Concrete pad 12' x 70' in front of each dock door.
- Concrete pad 120' x 80 feet at the outdoor dock area.
- Concrete pad for GSE storage approximately 12,168 SF Stressed for a cargo loader.
- Concrete strip along the building and outdoor docks stressed for a cargo loader approximately 16,480 SF.

Utilities- all utilities will be underground

- Water – A 12 inch water line is available within 50 feet of the western boundary of the site.
- Sewer – A 8 inch line is available along Westshore within 50 feet of the northwest corner of the site.
- Electric – Electric is available via a pole line within 50 feet of the western boundary of the site.
- Communications – communication lines are available via a pole line within 50 feet of the western boundary of the site and will be terminated on a panel inside the building near the office area.
- Storm water – Storm water will be discharged to the existing pond approximately 50 feet south of the site. Assume the pond has the capacity to accommodate the increased runoff.

Building

- 96' x 216' clear span building with a clear height of 24 feet.
- Bottom 8 feet of the outside walls will be block or concrete.
- Front of the building will be dock high, rear of building will be at grade.
- 4,875 SF of conditioned office space.
- 1,000 SF of lockable non-conditioned parts storage.
- Six – 9' x 9'6" dock doors, four with levelers and dock seals on the front of the building, these doors will have secondary security doors that can be pulled down to provide ventilation while still providing security.
- The rear of the building will have:
 - Two – 20' wide x 20' tall overhead drive in doors.
 - One - 22' wide x 20' tall overhead drive in door.

- One – 12’ wide x 14’ tall overhead drive in door.
- One 9’ x 9’6” dock height door on the short side of the building.
- 22’ wide x 50’ long area of floor in front of the 22’ drive in door stressed for a cargo loader.
- Balance of floor will be stressed for warehouse use with significant forklift traffic.
- Electric service 480-volt three phase 600 amps.
- Dual 3-inch schedule 40 PVC conduits underground from the main panel to four locations on the ramp at 110’, 260’, 450’, and 660’ measured horizontally from the center of the rear wall of the building.
- Five - 3-inch schedule 40 PVC conduits underground from the main panel to the outdoor dock area approximately 350’ measured horizontally from the center of the rear wall of the building.

Outdoor Docks and Retaining Wall

- There will be 10 outdoor docks. The docks will be adjacent to each other with a spacing of 12’ center to center. They will be constructed at dock height (see attached sketch). The first 10 feet of pavement from the retaining wall will accommodate a lift. (The lifts will be provided by others) One empty 3 inch schedule 40 PVC conduit will be provided for every two dock lifts (see above).

Permits and Code compliance

- Must meet all applicable codes and requirements.
- Assume the cost for all permits will be a cost to the design-builder.

1.3 ROADWAY IMPROVEMENTS -

The work in this area includes the widening and strengthening of the existing roads to accommodate the new traffic generated from this project and adjacent project sites as identified by the Authority. Limits of the work include Westshore (South of Ohio Avenue), Dazzo Avenue, and Ohio Avenue between Westshore Boulevard and Air Cargo Road.

1.4 PART 1 CONTRACT DESCRIPTION -

Part 1 Contract – A Part 1 Contract will be executed as well as Supplemental Contracts, as needed, for the Project. As part of the Part 1 Contract, the TMC Design Build Team will provide the following:

Schematic Design Phase — 30%: Develop the design documents for the selected site plan, updated schedule, and construction phasing plans. Prepare and conduct all necessary presentations to the Authority. Prepare the initial project cost estimate.

Design Development Phase — 60%: Develop design documents including the updated schedule, cost estimate and construction phasing plans. Prepare and conduct all necessary presentations to the Authority.

Construction Document Preparation Phase — 90%: Develop design documents for permitting. These documents will require all design to be detailed and coordinated sufficiently to allow for permitting. The document package will also include updated drawings and specifications, updated schedule, cost estimate and construction phasing plans. Prepare and conduct all necessary presentations to the Authority.

Construction Document Preparation Phase — 100%: Develop final design documents. These documents will require all design to be detailed and coordinated sufficiently to allow for subcontractor and other pricing and development of the Guaranteed Maximum Price (GMP). The document package will also include an updated schedule and phasing plans. At the completion of this design phase, TMC Team will submit a GMP proposal. This proposal will include the Construction Documents, a statement of the proposed GMP with supporting pricing documentation, and a proposed guaranteed completion date with a detailed construction schedule. Additional support documentation will include the Authority General Requirements and the latest Design Criteria Manual.

1.5 PART 1 DISCIPLINES

The work disciplines included in the Authority Request for Qualifications are below:

- | | |
|--|--|
| 1. Airfield Engineering | 14. Telephone, Data Wiring and Wireless Networks |
| 2. Architectural Design | 15. Surveying |
| 3. Roadway Design | 16. Cost Estimating |
| 4. Structural Engineering | 17. Scheduling |
| 5. Civil Engineering | 18. Geotechnical Engineering |
| 6. Utilities Engineering | 19. Subsurface Utility Engineering |
| 7. Mechanical Engineering | 20. Landscape Design |
| 8. Electrical Engineering | 21. Drainage and Stormwater Engineering |
| 9. Environmental Engineering | 22. Signalization Design |
| 10. Sustainability Design | 23. Construction |
| 11. Fire Protection System Engineering | 24. Construction Quality Control |
| 12. Plumbing Engineering | |
| 13. Security Access Control/ CCTV Design | |

Section 2.0

DISCIPLINE DESCRIPTION

2.1 AIRFIELD ENGINEERING

TMC Design Build Team shall prepare Airfield design plans for the following areas:

1. UPS (South) Air Cargo site (4 aircraft parking positions, airside GSE, and tie-in to existing Fed Ex apron and Taxilane K as indicated in Exhibit B. Design criteria for this project shall be FAA ADG V standards.

Airfield Engineering will include demolition, clearing & Grubbing, airfield geometrics, airfield grading & drainage, full strength pavement design, shoulder pavement design, joint layout plans, airfield markings, airfield fencing, phasing, airfield lighting, apron lighting, and associated details to bid and construct the project.

2.2 ARCHITECTURAL DESIGN

TMC Design Build Team shall prepare all necessary architectural design plan sheets required for permitting and constructing of the facility. The plans shall include the following sheets necessary to convey the intent and scope of the project for the purposes of construction.

Drawings will include Schematic Building Footprint, Architectural Floor Plans, Exterior Elevations, Interior Details, Building Cross Sections, and Life Safety Plan.

2.3 ROADWAY DESIGN

Roadway Analysis - The TMC Design Build Team shall prepare Roadway design plans for the following:

- 850 LF of North Westshore Boulevard (south)
- 1,600 LF of Ohio Avenue
- 600 LF of Dazzo Avenue

Design Analysis will include Typical Section Package, Pavement Design Package, Horizontal/Vertical Master Design Files, and Intersection Layout (maximum of 1).

2.4 *STRUCTURAL ENGINEERING*

TMC Design Build Team shall analyze and document structural elements for the south air cargo facility. Perform initial structural design to coordinate with architectural design. Provide structural calculations and drawings for appropriate local codes including the following:

Structural Grid Layout
Structural Slab Plan and Details
Structural Foundation Plan and Details
Roof Framing Plans and Details

2.5 *CIVIL ENGINEERING*

TMC Design Build Team shall prepare civil engineering plan sheets, notes, and details. Civil Engineering will include data collection, conceptual site plans, paving plans, drainage analysis, and all associated details.

2.6 *UTILITIES ENGINEERING*

TMC Design Build Team shall design the demolition and relocation the existing utilities located on the South Air Cargo Expansion site. We will hold a utility kickoff meeting, identify and show Utility Agency Owners (UAO) facilities, make utility contacts, prepare utility conflict matrix, update utility base plans, hold utility meetings, collect and review plans and data from UAOs, perform on-site inspections, hold utility design meeting with the City of Tampa for Water and Wastewater, prepare water/wastewater relocation plans, submit for water and wastewater permits, and coordinate regarding easements. We will provide new utility service for the UPS Air Cargo Expansion per the specifications provided.

2.7 *MECHANICAL ENGINEERING*

TMC Design Build Team shall design for HVAC for the UPS Air Cargo Expansion. Provide HVAC engineering design services for the construction of the one new air cargo building and ramp areas. The design will include:

- All required coordination for HVAC services with HCAA.
- Interior conditioned spaces will be designed to have independent DX split systems for each control zone. Differing end users (if applicable) will not share HVAC.
- Interior unconditioned spaces will be designed to have adequate ventilation to meet ASHRAE 62.1 and for proper space comfort and safety concerns with regards to vehicle fumes, hazardous areas, etc.

2.8 ELECTRICAL ENGINEERING

TMC Design Build Team shall design the electrical for the UPS Air Cargo Expansion project only.

Provide electrical engineering design services for the construction of the one new air cargo building and ramp areas. The design will be in accordance with the UPS specifications dated 10.19.18 provided by HCAA and will include:

- All required coordination for electrical services with Tampa Electric Company (TECO)
- Interior and exterior lighting design using LED technology lighting fixtures for the Warehouse spaces and office spaces of the building. Exterior pole and building mounted LED lighting will be designed to illuminate parking areas, trailer storage and walkways for the facility. All lighting controls will be designed to comply with the Florida Building Code.
- All power system distribution design to accommodate power for HVAC Equipment, Office Equipment, and any special tenant equipment.
- Fire Alarm systems will be designed with manual and automatic initiating devices. The fire alarm system will be provided by Johnson Controls and will annunciate back to the
- Electrical power will be coordinated to all site equipment such as rolling gates, security equipment and surveillance equipment.
- Lightning protection systems will be designed for the building in accordance with NFPA 780.
- 400 Hz ground power units for each of the four aircraft parking positions.

2.9 ENVIRONMENTAL ENGINEERING

No Environmental Engineering is included.

2.10 SUSTAINABILITY DESIGN

TMC Design Build Team will provide the Authority with a list of options from the Sustainability Manual at 30% for inclusion in the project for sustainability. The chosen options will be incorporated into the design at the next submission. The building is not anticipated to be LEED certified and proposed design fees do not account for LEED Design.

2.11 FIRE PROTECTION SYSTEM ENGINEERING

TMC Design Build Team shall prepare Fire Protection Engineering plans for the UPS Air Cargo Expansion only. Provide fire protection engineering design services for the construction of the one new air cargo building and ramp areas. The design will be in accordance with the UPS specifications dated 10.19.18 provided by HCAA and will include:

- All required coordination for fire protection services with end users and space designations.
- The entire building will be protected with a fire sprinkler system in accordance with NPFA 13.
- Systems such as, but not limited to, foam, dry pipe, glycol, mist, or gaseous may be required.

2.12 PLUMBING ENGINEERING

TMC Design Build Team will provide plumbing plans for the UPS Air Cargo Expansion only. Provide plumbing engineering design services for the construction of the one new air cargo building and ramp areas. The design will be in accordance with the UPS specifications dated 10.19.18 provided by HCAA and will include:

- All required coordination for plumbing services with the end users.
- Provide oil/water separators as required for loading dock or maintenance areas.
- Provide plumbing fixtures and associated pressure and gravity piping. Fixtures shall meet HCAA standards.
- Coordinate all proper clearances and chase access with HCAA.
- Domestic hot and cold-water piping will be copper and sanitary will be no-hub cast iron.

2.13 SECURITY ACCESS CONTROL / CCTV DESIGN

TMC Design Build Team shall prepare design and drawings. Provide technology system design services to expand the existing HCAA network and security systems to include the construction of the one new air cargo building and ramp areas. The design will be in accordance with the UPS specifications dated 10.19.18 provided by HCAA and will include:

- Relocating and / or removal of any existing technology systems infrastructure as required to accommodate this project.
- New HCAA Main Distribution Facility (MDF) telecommunications rooms in the building.
- New single mode fiber optic backbone infrastructure using new and existing underground ductbank from the south site air cargo MDF to the Terminal Building MDF TB02180.
- Vehicle gates, access control system card readers, intercom stations, and CCTV cameras at each AOA and secure side fenced boundary lines.
- Perimeter Intrusion Detection System (PIDS) as required by HCAA Security Operations Department.
- CCTV cameras installed throughout the project site based on coordination with the HCAA Security Operations Department.

2.14 TELEPHONE, DATA WIRING AND WIRELESS NETWORKS

Included in Section 2.14: Security Access Control / CCTV Design (above).

2.15 SURVEYING

See attached scope and fee from Northwest Surveying, Inc.

2.16 COST ESTIMATING

TMC Design Build Team shall provide cost estimating. See Section 3 for details.

2.17 SCHEDULING

TMC Design Build Team shall provide scheduling. See Section 3 for details.

2.18 GEOTECHNICAL ENGINEERING

See attached proposal from Tierra, Inc.

2.19 SUBSURFACE UTILITY ENGINEERING

See attached proposal from Omni Communications, Inc.

2.20 LANDSCAPE AND IRRIGATION DESIGN

TMC Design Build Team shall prepare Landscape design plans for the UPS Air Cargo Expansion site. Landscape design will consist of St. Augustine grass with irrigation for landside and parking lot areas and Bahia with no irrigation for airside portions. Design includes City of Tampa Tree permitting and minimal code compliant landscape in parking lots.

2.21 DRAINAGE AND STORM WATER PERMITTING

TMC Design Build Team shall prepare design and drawing required to submit for and receive a Southwest Florida Water Management District (SWFWMD) ERP Permit. We have included a permit modification of the permit that was originally for the FEDEX facility. It is our



understanding this permit includes the expansion of the FEDEX apron that would include the UPS site. Our proposal includes updating of the stormwater model and filing a permit modification. Our proposal does not include stormwater conveyance other than to the existing stormwater pond located to the south of our site.

2.22 SIGNALIZATION DESIGN

TMC Design Build Team includes one signal design for the intersection of Ohio Avenue and Air Cargo Road. The Authority is providing the traffic study necessary to determine roadway improvement necessary for this project. If determined by the Authority, TMC Design Build Team shall prepare a set of Signalization Plans in accordance with FDOT manuals, guidelines, standards, handbooks, procedures, and current design memorandums

2.23 CONSTRUCTION

TMC Design Build Team will construct the project under a separate Part 2 Agreement.

2.24 CONSTRUCTION QUALITY CONTROL

TMC Design Build Team will provide construction quality control under a separate Part 2 Agreement.

Section 3.0

PROJECT GENERAL TASKS

Project Common Tasks, as listed below, are work efforts that are applicable to many project activities. These tasks are to be included in the project scope in each applicable activity when the described work is to be performed by the TMC Design Build Team.

- **Technical Specifications:** TMC Design Build Team shall provide Technical Specifications based on FAA, FDOT, and CSI.
- **Technical Meetings:** TMC Design Build Team shall attend all technical meetings necessary to execute the Scope of Services of this contract. This includes bi-weekly meetings with HCAA and/or Agency staff, between disciplines and sub consultants, such as access management meetings, pavement design meetings, local governments, progress review meetings (phase review), and miscellaneous meetings. The TMC Design Build Team shall prepare, and submit to the HCAA's Project Manager for review, the meeting minutes for all meetings attended by them. The meeting minutes are due within five (5) working days of attending the meeting.
- **Quality Assurance/Quality Control:** It is the intention of HCAA that the TMC Design Build Team, including their sub consultant(s), is held responsible for their work, including plans review. All sub consultant document submittals shall be submitted by the sub consultant directly to TMC Design Build Team for their advance independent Quality Assurance/Quality Control review and subsequent submittal to HCAA.
- **Supervision:** TMC Design Build Team shall supervise all technical design activities.
- **Coordination:** TMC Design Build Team shall coordinate with all disciplines of the project to produce a final set of construction documents.

3.1 DESIGN REPORTS

TMC Design Build Team shall prepare all applicable report(s) as listed in the Discipline Description section of this scope.

TMC Design Build Team shall submit to HCAA design notes, data, and calculations to document the design conclusions reached during the development of the contract plans.

The design notes, data, and computations shall be recorded on size 8½"x11" sheets, fully titled, numbered, dated, indexed and signed by the designer and the checker. Computer output forms and other oversized sheets shall be folded to 8½"x11" size.

3.2 MILESTONES AND DELIVERABLES

30% Milestone

The 30% project task will consist of the activities listed below.

The Middlesex Corporation

- Attend regular meetings with Authority project staff to review design status, interim cost estimates, discuss status of early project deliverables and review procurement and subcontractor solicitation process. All meetings will be attended by our Project Director, Zach Thompson, and members of the DB Team. Middlesex will prepare and issue all meeting agenda and minutes for review by the Authority.
- Conduct weekly, (or more frequently), meetings with AECOM and within the DB Team to review alternative design concepts; conduct constructability reviews; plan review and comment resolution; stakeholder and utility coordination; and discuss other technical and administrative items.
- Conduct prequalification program to engage and vet potential subcontractors based on safety, quality and performance history. This effort will be led by our Project Director with support from our estimating staff and will include outreach to engage qualified DBE subcontractors.
- Cost control, budget projections and development of cost models to support creation of the Part 2 GMP for ultimate approval by the Authority, and incorporation into the Part 2 contract.
- Prepare the baseline schedule in P6 for final approval by the authority.
- Conduct preliminary quantity takeoffs and cost estimates. This effort to be led by Middlesex's Estimating Manager, Lead Estimator and his staff. Projected costs will be based on iterative subcontractor quotes as well as historical Middlesex productions.
- Prepare subcontractor scope bid packages for prequalified subcontractors based on 30% design.
- Prepare & submit a procedure that ensures transparency in the submission and comparison of bids for work items proposed to be self-performed by Middlesex.
- Support early, on-site exploratory borings, testing, coring and survey work required to inform the design. This support will include regular site visits; outreach and coordination with utilities, abutters and stakeholders; preparation and implementation of maintenance of traffic, (MOT), plans; and open communication with airside operations staff. This effort will include preliminary site clearing to allow for open access to the entire site for survey crews.
- Day to day administrative support of design, estimating and preconstruction activities; including, document control, invoicing, purchasing, and submission of contract-mandated deliverables.
- Submit preliminary cost estimate with 30% Design Package

AECOM

30% Deliverables

- Meeting minutes
- QA/QC Documentation
- 30% Design Plans (see Plan Delivery Table)

60% Milestone

The 60% project task will consist of the activities listed below.

The Middlesex Corporation

- Attend regular meetings with Authority project staff to review design status, interim cost estimates, discuss status of early project deliverables and review procurement and subcontractor solicitation process. All meetings will be attended by our Project Director, Zach Thompson, and members of the DB Team. Middlesex will prepare and issue all meeting agenda and minutes for review by the Authority.
- Conduct daily meetings with AECOM and within the DB Team to review alternative design concepts; conduct constructability reviews; plan review and comment resolution; stakeholder and utility coordination; and discuss other technical and administrative items.
- Review 30% price submissions from subcontractors and clarify scope. Bidders questions and answers to be posted on Middlesex's bidding website.
- Cost control, budget projections and refinement of cost models based on preliminary pricing, to support creation of the Part 2 GMP.
- Review and update the baseline schedule in P6 and incorporate scope changes and comments from the Authority.
- Prepare and update quantity takeoffs and cost estimates based on the 30% design.
- Update and revise bid packages based on early feedback from subcontractors.
- Review results of onsite geotechnical exploration and testing, and preliminary survey.
- Continue outreach and coordination with local utilities and stakeholders.
- Day to day administrative support of design, estimating and preconstruction activities; including, document control, invoicing, purchasing, and submission of contract-mandated deliverables.
- Submit updated cost estimate with 60% Design Package

60% Deliverables

- Meeting minutes
- QA/QC Documentation
- 60% Design Plans (see Plan Delivery Table)

AECOM

90% Milestone

The 90% project task will consist of the activities listed below.

The Middlesex Corporation

- Attend regular meetings with Authority project staff to review design status, interim cost estimates, discuss status of project deliverables and review procurement and subcontractor solicitation process. All meetings will be attended by our Project Director, Zach Thompson, and members of the DB Team. Middlesex will prepare and issue all meeting agenda and minutes for review by the Authority.
- Conduct daily meetings with AECOM and within the DB Team to conduct constructability reviews; plan review and comment resolution; stakeholder and utility coordination; and discuss other technical and administrative items.
- Cost control, update budget projections and refine cost models to support creation of the Part 2 GMP for ultimate approval by the Authority, and incorporation into the Part 2 contract.
- Update design progress in the P6 baseline schedule.
- Prepare and submit the Site-Specific Safety Plan and Construction Quality Management Plan, for approval by the authority. These documents to be created and maintained by our Safety Manager and QC Manager, respectively.
- Update quantity takeoffs and cost estimates based on 60% design.
- Prepare final, subcontractor scope bid packages based on feedback from subcontractors and estimating staff.
- Hold pre-bid meetings with subcontractors, and post bidder questions and answers on Middlesex's bidding website.
- Continue outreach and field coordination with local utilities and stakeholders.
- Day to day administrative support of design, estimating and preconstruction activities; including, document control, invoicing, purchasing, and submission of contract-mandated deliverables.
- Submit updated cost estimate with 90% Design Package

AECOM

90% Deliverables

- Meeting minutes
- QA/QC Documentation
- 90% Design Plans (see Plan Delivery Table)

100% Milestone

The 100% project task will consist of the activities listed below.

The Middlesex Corporation

- Attend regular meetings with Authority project staff to review design status, interim cost estimates, discuss status of project deliverables and review procurement and subcontractor solicitation process. All meetings will be attended by our Project Director, Zach Thompson, and members of the DB Team. Middlesex will prepare and issue all meeting agenda and minutes for review by the Authority.
- Conduct daily meetings with AECOM and within the DB Team to review subcontractor questions; plan review and comment resolution; stakeholder and utility coordination; and discuss other technical and administrative items.
- Cost control, update budget projections and cost models to support creation of the Part 2 GMP for ultimate approval by the Authority, and incorporation into the Part 2 contract.
- Update the P6 baseline schedule based on 90% design and project progress.
- Incorporate Authority comments on Site Specific Safety Plan and Construction Quality Management Plan and resubmit for final approval.
- Finalize quantity takeoffs and cost estimates based on 90% design.
- Submit bid proposals received from prequalified subcontractors, as well as for scopes of work proposed to be self-performed by Middlesex crews. As with all bid packages, we will submit pricing from a minimum of three responsible bidders.
- Implement approved procedure that ensures transparency in the submission and comparison of bids for work items proposed to be self-performed by Middlesex.
- Continue outreach and field coordination with local utilities and stakeholders, as well as TPA airside staff, in advance of commencement of construction activities.
- Day to day administrative support of design, estimating and preconstruction activities; including, document control, invoicing, purchasing, and submission of contract-mandated deliverables.
- Submit updated cost estimate with 100% Design Package

AECOM

100% Deliverables

- Meeting minutes
- QA/QC Documentation
- 100% Design Plans (see Plan Delivery Table)

Bid and Award Services

The Middlesex Corporation

- Attend regular meetings with Authority project staff to review design status, interim cost estimates, discuss status of project deliverables and review procurement and subcontractor solicitation process. All meetings will be attended by our Project Director, Zach Thompson, and members of the DB Team. Middlesex will prepare and issue all meeting agenda and minutes for review by the Authority.
- Conduct daily meetings with AECOM and within the DB Team to review subcontractor questions; plan review and comment resolution; stakeholder and utility coordination; and discuss other technical and administrative items.
- Ensure participation by DBE subcontractors and monitor compliance with project goals.
- Finalize budget projections to support creation of the Part 2 GMP for ultimate approval by the Authority, and incorporation into the Part 2 contract.
- Update the P6 baseline schedule based on project progress and 100% design.
- Issue site safety and quality requirements to subcontractors based on approved Site-Specific Safety Plan and Construction Quality Management Plan.
- Submit bid proposals, and review with the Authority, for scopes of work proposed to be self-performed by Middlesex crews. As with all bid packages, we will submit pricing from a minimum of three responsible bidders.
- Implement approved procedure that ensures transparency in the submission and comparison of bids for work items proposed to be self-performed by Middlesex.
- Review and rank final bid proposals submitted by prequalified subcontractors.
- Continue outreach and field coordination with local utilities, stakeholders and adjacent developers, as well as TPA airside staff, in advance of commencement of construction activities.
- Day to day administrative support of design, estimating and preconstruction activities; including, document control, invoicing, purchasing, and submission of contract-mandated deliverables.

AECOM

- Package Plans for Bidding
- Assist in Addenda Preparation
- Attend Pre-bid Conference
- Assist in Cost Reduction and Value Engineering

- Table 3-1

PLAN DELIVERABLE TABLE

ITEM	30%	60%	90%	100%
Key Sheet	P	P	C	F
Signature Sheet		P	C	F
General Sheets	P	P	C	F
Phasing Sheets		P	C	F
Survey and Existing Conditions	P	P	C	F
Geotechnical Borings	P	P	C	F
Demolition Sheets	P	P	C	F
Airfield Geometry	P	P	C	F
Civil Geometry	P	P	C	F
Roadway Geometry	P	P	C	F
Grading and Drainage		P	C	F
Drainage Details		P	C	F
Erosion Control Sheets		P	C	F
Paving and Joint Sheets		P	C	F
Pavement Marking Sheets		P	C	F
Airfield and Apron lighting Sheets		P	C	F
Fencing Sheets	P	P	C	F
Utility Sheets	P	P	C	F
Architectural Site Plan	P	P	C	F
Architectural Plans		P	C	F
Architectural details			C	F
Mechanical		P	C	F
Electrical		P	C	F
Structural		P	C	F
Plumbing		P	C	F
Security		P	C	F
Roadway	P	P	C	F
Signalization		P	C	F
Temporary Traffic Control Plans	P	P	C	F
Utility Adjustments		P	C	F
Lighting Plans		P	C	F
Landscape Plans	P	P	C	F
Utility Work by Highway Contractor Agreement Plans			C	F
Contract Time			P	F
Technical Specifications		P	C	F
Engineer's Report			C	F
Construction Safety & Phasing Plan			C	F

Status Key:

- P - Preliminary
- C - Complete but subject to change
- F - Final

EXHIBIT D FEE ESTIMATE

Project Fee Proposal - THE MIDDLESEX CORPORATION Team - Summary Sheet													
UPS South Site Air Cargo Expansion at Tampa International Airport													
HCAA Project Number 8240 19													
11/17/2018													
Basic Design Services		30%	60%	90%	100%	Bid & Award	Subtotal	Construction	Resident	Total	DBE %	% DBE	% Construction
Engineering & Preconstruction Services		Design Dev.	Design Dev.	Const. Docs	Final Docs	Services	Part 1 Agmt	Administration	Inspection		of Fee	Goal	Cost
The Middlesex Corporation. - UPS South Site		\$ 61,168.80	\$ 87,552.08	\$ 89,551.00	\$ 90,133.12	\$ 99,009.68	\$ 427,414.68	\$ -	\$ -	\$ 427,414.68			23,147,154
AECOM Technical Services - UPS - Airfield		\$ 329,925.12	\$ 373,466.88	\$ 382,279.68	\$ 175,418.24	\$ 17,843.20	\$1,278,933.12	\$ 364,741.12	\$ 388,960.00	\$ 2,032,634.24	11.06%	11.00%	12.83%
AECOM Technical Services - UPS Building		\$ 161,045.76	\$ 191,313.92	\$ 200,670.72	\$ 127,187.20	\$ 7,637.76	\$ 687,855.36	\$ 152,314.56		\$ 840,169.92			
American Infrastructure Development, Inc.							\$ -		\$ 26,400.00	\$ 26,400.00			
VoltAir, Inc. - UPS Building		\$ 68,979.32	\$ 67,811.04	\$ 70,081.14	\$ 33,184.45	\$ 4,150.44	\$ 244,206.39	\$ 44,518.34		\$ 288,724.73			
Design Phase Sub Total		\$ 621,119.00	\$ 720,143.92	\$ 742,582.54	\$ 425,923.01	\$ 128,641.08	\$2,638,409.55	\$ 561,574.02	\$ 415,360.00	\$ 3,615,343.57			
Reimbursable Expenses													
Northwest Surveying, Inc. - UPS South Site		\$ 55,003.00					\$ 55,003.00			\$ 55,003.00			
Tierra, Inc. - UPS South Site		\$ 55,277.34	\$ 55,277.34				\$ 110,554.68			\$ 110,554.68			
Omni Communication - UPS South Site		\$ 30,000.00	\$ 34,468.00				\$ 64,468.00			\$ 64,468.00			
VoltAir, Inc. - UPS South Site		\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 50.00	\$ 850.00	\$ 1,000.00		\$ 1,850.00			
American Infrastructure Development, Inc.													
The Middlesex Corp Expenses -UPS South Site		\$ 41,994.00	\$ 37,621.00	\$ 9,021.00	\$ 6,014.00	\$ 6,014.00	\$ 100,664.00			\$ 100,664.00			
Sub Total		\$ 182,474.34	\$ 127,566.34	\$ 9,221.00	\$ 6,214.00	\$ 6,064.00	\$ 331,539.68	\$ 1,000.00	\$ -	\$ 332,539.68			
Total Fee, Allowances, Reimbursable Expenses		\$ 803,593.34	\$ 847,710.26	\$ 751,803.54	\$ 432,137.01	\$ 134,705.08	\$2,969,949.23	\$ 562,574.02	\$ 415,360.00	\$ 3,947,883.25			

Owner's Contingency \$ 500,000.00

North Site Concept Development Allowance

Total Part 1 \$3,469,950.00

30% Design Fee

Project Fee Proposal - THE MIDDLESEX CORP Team
 UPS South Site Air Cargo Expansion at Tampa International Airport
 HCAA Project Number 8240 19
 11/17/2018

Scope/Task	Proj.Director	PM Const	Superint	DB Coord.	Field Admin	Proc. Mngr	Est. Mngr	Lead Estim	Estimator	Estim Supp	Scheduler	Safety Mgr	QC Mgr	Total	Task Cost	Burdened Task Cost
Basic Design Services																
Task - 30% Design Middlesex - UPS South Site																
HCAA Meetings	30			20										50	\$ 3,350.00	\$ 10,318.00
DB Team Meetings	60				20						8			88	\$ 4,824.00	\$ 14,857.92
Plans Review and Comments			5	24			10							39	\$ 2,708.00	\$ 8,340.64
Cost Control					6									6	\$ 150.00	\$ 462.00
Stakeholder Coordination	10													10	\$ 670.00	\$ 2,063.60
Program Budget Verification	10													10	\$ 670.00	\$ 2,063.60
Subcontractor Qualification			4					4						8	\$ 520.00	\$ 1,601.60
Alternative Design Concepts	16													16	\$ 1,072.00	\$ 3,301.76
Schedule Preparation/Update											8			8	\$ 304.00	\$ 936.32
Schedule Review	8													8	\$ 536.00	\$ 1,650.88
Early Deliverables					20									20	\$ 500.00	\$ 1,540.00
Contract Administration	20				20									40	\$ 1,840.00	\$ 5,667.20
Site Visits/Investigation	10													10	\$ 670.00	\$ 2,063.60
Utility Coordination	10													10	\$ 670.00	\$ 2,063.60
Quantity Takeoff/Estimating								4	20					24	\$ 876.00	\$ 2,698.08
Document Control					20									20	\$ 500.00	\$ 1,540.00
Subtotal Hours	174.00	-	9.00	44.00	86.00	-	10.00	8.00	20.00	-	16.00	-	-	367	\$ 19,860.00	\$ 61,168.80
Rate	\$ 67.00	\$ 60.00	\$ 66.00	\$ 67.00	\$ 25.00	\$ 67.00	\$ 77.00	\$ 64.00	\$ 31.00	\$ 25.00	\$ 38.00	\$ 44.00	\$ 44.00			
Subtotal Direct Labor	\$ 11,658.00	\$ -	\$ 594.00	\$ 2,948.00	\$ 2,150.00	\$ -	\$ 770.00	\$ 512.00	\$ 620.00	\$ -	\$ 608.00	\$ -	\$ -	\$ 19,860.00		
Subtotal Burdened Labor @		3.08												\$ 61,168.80		

Project Fee Proposal - THE MIDDLESEX CORP Team																
UPS South Site Air Cargo Expansion at Tampa International Airport																
HCAA Project Number 8240 19																
11/17/2018																
Scope/Task	Principal	PM	SE	E	Sr. Designer	Designer	Admin									Total
Basic Design Services																
Task -30% Design AECOM - UPS Airfield																
Project Management	8	300					40									348
Review and Incorporate Record Drawings					24	24										48
Create Base Drawings			24	80	60	80										244
Site Investigation			24	60												84
Airfield Design			160	200	300	200	24									884
Utility Design and Coordination			24	60	16		8									108
Roadway Design			80	120	80		8									288
Signalization			40	80	40		12									172
Drainage Design & Permitting			20	40			4									64
QA/QC			40	60												100
30% Deliverable			8	16	40		8									72
																0
																0
Subtotal Hours	8.00	300.00	420.00	716.00	560.00	304.00	104.00	-	-							2412
Rate	\$ 110.00	\$ 68.00	\$ 60.00	\$ 52.00	\$ 42.00	\$ 36.00	\$ 30.00									
Subtotal Direct Labor	\$ 880.00	\$20,400.00	\$ 25,200.00	\$ 37,232.00	\$ 23,520.00	\$ 10,944.00	\$ 3,120.00	\$ -	\$ -							\$ 121,296.00
Subtotal Burdened Labor @		2.72														\$ 329,925.12

Project Fee Proposal - THE MIDDLESEX CORP Team																
UPS South Site Air Cargo Expansion at Tampa International Airport																
HCAA Project Number 8240 19																
11/17/2018																
Scope/Task	Sr. A	A/LA	SE	E	Sr. Designer	Designer	Admin									Total
Basic Design Services																
Task -30% Design AECOM - UPS Building																
Utility Design and Coordination			20	24	8		4									56
Civil / Landside Design			40	140	80		12									272
Landscape Architecture		12			40		8									60

30% Design Fee

Architectural Design		80	220			120	80	12				512
Structural Design				60	80	60	0					200
QA/QC				24	40							64
30% Deliverable		8	8	8	8		8					40
												0
												0
Subtotal Hours		88.00	240.00	152.00	292.00	308.00	88.00	36.00	-	-		1204
Rate	\$	65.00	50.00	60.00	52.00	42.00	36.00	30.00				
Subtotal Direct Labor	\$	5,720.00	12,000.00	9,120.00	15,184.00	12,936.00	3,168.00	1,080.00	\$ -	\$ -		\$ 59,208.00
Subtotal Burdened Labor @			2.72									\$ 161,045.76

Project Fee Proposal - THE MIDDLESEX CORP Team												
UPS South Site Air Cargo Expansion at Tampa International Airport												
HCAA Project Number 8240 19												
11/17/2018												
Scope/Task		Principal	PM	SE	E2	Sr. Desiner	E1	BIM	Tech	Clerical		Total
Basic Design Services		Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours		
Task -30% Design VoltAir - UPS Building												
Set up Revit Model / Project			2	4	1	2		8				17
Prepare 30% CDs			8	120	120	60	100		20	4		432
Internal QC 30% CDs		2	4	12	24	24	8	4				78
Team Meetings		2	8	18	8	8						44
Review and Incorporate Record Drawings			4	10	2	2	1					19
Meetings with HCAA Staff		2	8	8	8	16						42
Modify Documents per HCAA Comments				2	12	16	12	8				50
												0
												0
Subtotal Hours		6.00	34.00	174.00	175.00	128.00	121.00	20.00	20.00	4.00		682
Rate	\$	85.72	67.31	49.35	39.37	46.34	37.10	41.89	17.33	26.62		
Subtotal Direct Labor	\$	514.32	2,288.54	8,586.90	6,889.75	5,931.52	4,489.10	837.80	346.60	106.48		\$ 29,991.01
Subtotal Burdened Labor @			2.30									\$ 68,979.32

60% Design Fee

Project Fee Proposal - THE MIDDLESEX CORP Team
 UPS South Site Air Cargo Expansion at Tampa International Airport
 HCAA Project Number 8240 19
 11/17/2018

Scope/Task	Proj. Director	PM Const	Superint	DB Coord.	Field Admin	Proc. Mngr	Est. Mngr	Lead Estim	Estimator	Estim Supp	Scheduler	Safety Mgr	QC Mgr	Total	Task Cost	Burdened Task Cost
	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours			
Basic Design Services																
Task - 60% Design Middlesex - UPS South Site																
HCAA Meetings	40						8	6			8		6	68	\$ 4,248.00	\$ 13,083.84
DB Team Meetings	80				12		12	14			10		10	138	\$ 8,300.00	\$ 25,564.00
Plans Review and Comments	24			40									6	70	\$ 4,552.00	\$ 14,020.16
Cost Control					12									12	\$ 300.00	\$ 924.00
Stakeholder Coordination														0	\$ -	\$ -
Program Budget Verification														0	\$ -	\$ -
Subcontractor Qualification	10													10	\$ 670.00	\$ 2,063.60
Alternative Design Concepts														0	\$ -	\$ -
Schedule Preparation/Update											6			6	\$ 228.00	\$ 702.24
Schedule Review														0	\$ -	\$ -
Assemble Bid Packages					4				20					24	\$ 720.00	\$ 2,217.60
Bid Solicitation/Reviews							4	4						8	\$ 564.00	\$ 1,737.12
Contract Administration	24				8									32	\$ 1,808.00	\$ 5,568.64
GMP Updates	16													16	\$ 1,072.00	\$ 3,301.76
Site Visits/Investigation	16													16	\$ 1,072.00	\$ 3,301.76
Utility Coordination														0	\$ -	\$ -
QMP/Safety Plan														0	\$ -	\$ -
Quantity Takeoff/Estimating								8	80					88	\$ 2,992.00	\$ 9,215.36
Document Control					60									60	\$ 1,500.00	\$ 4,620.00
Estimate Administration										16				16	\$ 400.00	\$ 1,232.00
Subtotal Hours	210.00	-	-	40.00	96.00	-	24.00	32.00	100.00	16.00	24.00	-	22.00	564	\$ 28,426.00	\$ 87,552.08
Rate	\$ 67.00	\$ 60.00	\$ 66.00	\$ 67.00	\$ 25.00	\$ 67.00	\$ 77.00	\$ 64.00	\$ 31.00	\$ 25.00	\$ 38.00	\$ 44.00	\$ 44.00			
Subtotal Direct Labor	\$ 14,070.00	\$ -	\$ -	\$ 2,680.00	\$ 2,400.00	\$ -	\$ 1,848.00	\$ 2,048.00	\$ 3,100.00	\$ 400.00	\$ 912.00	\$ -	\$ 968.00	\$ 28,426.00		
Subtotal Burdened Labor @		3.08												\$ 87,552.08		

Project Fee Proposal - THE MIDDLESEX CORP Team											
UPS South Site Air Cargo Expansion at Tampa International Airport											
HCAA Project Number 8240 19											
11/17/2018											
Scope/Task	Principal	PM	SE	E	Sr. Designer	Designer	Admin				Total
	Hours	Hours	Hours	Hours	Hours	Hours	Hours				
Basic Design Services											
Task - 60% Design AECOM - UPS Airfield											
Incorporate Comments from 30% Review			40	40	40						120
Review Geotechnical Evaluations			60	40							100
Project Management	8	300					40				348
Airfield Design			180	280	320	200	12				992
Utility Design and Coordination			20	40	40		4				104
Roadway Design			160	120	120		12				412
Signalization			40	80	40		12				172
Drainage Design & Permitting			80	80	40		12				212
QA/QC 60% Construction Documents			40	80							120
60% Deliverable			12	16	24	24	24				100
											0
											0
											0
											0
											0
Subtotal Hours	8.00	300.00	632.00	776.00	624.00	224.00	116.00	-	-	-	2680
Rate	\$ 110.00	\$ 68.00	\$ 60.00	\$ 52.00	\$ 42.00	\$ 36.00	\$ 30.00	\$ -	\$ -	\$ -	
Subtotal Direct Labor	\$ 880.00	\$ 20,400.00	\$ 37,920.00	\$ 40,352.00	\$ 26,208.00	\$ 8,064.00	\$ 3,480.00	\$ -	\$ -	\$ -	\$ 137,304.00
Subtotal Burdened Labor @		2.72									\$ 373,466.88

Project Fee Proposal - THE MIDDLESEX CORP Team											
UPS South Site Air Cargo Expansion at Tampa International Airport											
HCAA Project Number 8240 19											
11/17/2018											
Scope/Task	Sr. A	A/LA	SE	E	Sr. Designer	Designer	Admin				Total
	Hours	Hours	Hours	Hours	Hours	Hours	Hours				
Basic Design Services											
Task - 60% Design AECOM - UPS Building											
Utility Design and Coordination			16	24	16		4				60

60% Design Fee

Civil / Landside Design				40	140	80		12				272
Landscape Architecture			24			40		8				72
Architectural Design		80	220			120	80	12				512
Structural Design				80	160	80	80					400
QA/QC 60% Construction Documents		16	8	24	16							64
60% Deliverable			8	8	8	16	16	24				80
												0
												0
												0
												0
Subtotal Hours		96.00	260.00	168.00	348.00	352.00	176.00	60.00	-	-		1460
Rate		\$ 65.00	\$ 50.00	\$ 60.00	\$ 52.00	\$ 42.00	\$ 36.00	\$ 30.00	\$ -	\$ -		
Subtotal Direct Labor		\$ 6,240.00	\$ 13,000.00	\$ 10,080.00	\$ 18,096.00	\$ 14,784.00	\$ 6,336.00	\$ 1,800.00	\$ -	\$ -		\$ 70,336.00
Subtotal Burdened Labor @			2.72									\$ 191,313.92

Project Fee Proposal - THE MIDDLESEX CORP Team												
UPS South Site Air Cargo Expansion at Tampa International Airport												
HCAA Project Number 8240 19												
11/17/2018												
Scope/Task	Principal	PM	SE	E2	Sr. Desiner	E1	BIM	Tech	Clerical			Total
	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours		
Basic Design Services												
Task -60% Design VoltAir - UPS Building												
Update Revit Model / Project		2	4	1	2		8					17
Prepare 60% CDs			8	120	120	60	100	120	4			532
Internal QC 60% CDs		2	4	16	24	24	8	4				82
Team Meetings		2	8	20	8	8						46
Meetings with HCAA Staff			4	1	2	2	1					10
Modify Documents per HCAA Comments		2	8	8	8	16						42
												0
												0
Subtotal Hours		6.00	34.00	169.00	163.00	112.00	109.00	12.00	120.00	4.00		729
Rate		\$ 85.72	\$ 67.31	\$ 49.35	\$ 39.37	\$ 46.34	\$ 37.10	\$ 41.89	\$ 17.33	\$ 26.62		
Subtotal Direct Labor		\$ 514.32	\$ 2,288.54	\$ 8,340.15	\$ 6,417.31	\$ 5,190.08	\$ 4,043.90	\$ 502.68	\$2,079.60	\$ 106.48		\$ 29,483.06
Subtotal Burdened Labor @			2.30									\$ 67,811.04

90% Design Fee

Project Fee Proposal - THE MIDDLESEX CORP Team
 UPS South Site Air Cargo Expansion at Tampa International Airport
 HCAA Project Number 8240 19
 11/17/2018

Scope/Task	Proj Director	PM Const	Superint	DB Coord.	Field Admin	Proc. Mngr	Est. Mngr	Lead Estim	Estimator	Estim Supp	Scheduler	Safety Mgr	QC Mgr	Total	Task Cost	Burdened Task Cost
Basic Design Services	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours			
Task - 90% Design Middlesex - UPS South Site																
HCAA Meetings	30		0				8				6		2	46	\$ 2,942.00	\$ 9,061.36
DB Team Meetings	50		10		35	24	16	12			6		4	157	\$ 9,359.00	\$ 28,825.72
Plans Review and Comments	24				24				16		6		2	72	\$ 4,028.00	\$ 12,406.24
Cost Control	8													8	\$ 536.00	\$ 1,650.88
Stakeholder Coordination	6													6	\$ 402.00	\$ 1,238.16
Program Budget Verification	6													6	\$ 402.00	\$ 1,238.16
Schedule Preparation/Update											6			6	\$ 228.00	\$ 702.24
Schedule Review	8													8	\$ 536.00	\$ 1,650.88
Early Deliverables					32									32	\$ 800.00	\$ 2,464.00
Assemble Bid Packages					40									40	\$ 1,000.00	\$ 3,080.00
Work in Progress Submittals					12									12	\$ 300.00	\$ 924.00
Contract Administration				24	12									36	\$ 1,908.00	\$ 5,876.64
Site Visits/Investigation														0	\$ -	\$ -
Bid Solicitation/Reviews	22							12	22					56	\$ 2,924.00	\$ 9,005.92
Utility Coordination														0	\$ -	\$ -
QMP/Safety Plan	6											8	8	22	\$ 1,106.00	\$ 3,406.48
Quantity Takeoff/Estimating								4	32					36	\$ 1,248.00	\$ 3,843.84
Document Control					36									36	\$ 900.00	\$ 2,772.00
Estimate Administration								4			8			12	\$ 456.00	\$ 1,404.48
Subtotal Hours	160.00	-	10.00	83.00	156.00	-	24.00	32.00	70.00	8.00	24.00	8.00	16.00	591	\$ 29,075.00	\$ 89,551.00
Rate	\$ 67.00	\$ 60.00	\$ 66.00	\$ 67.00	\$ 25.00	\$ 67.00	\$ 77.00	\$ 64.00	\$ 31.00	\$ 25.00	\$ 38.00	\$ 44.00	\$ 44.00			
Subtotal Direct Labor	\$ 10,720.00	\$ -	\$ 660.00	\$ 5,561.00	\$ 3,900.00	\$ -	\$ 1,848.00	\$ 2,048.00	\$ 2,170.00	\$ 200.00	\$ 912.00	\$ 352.00	\$ 704.00		\$ 29,075.00	
Subtotal Burdened Labor @		3.08													\$ 89,551.00	

Project Fee Proposal - THE MIDDLESEX CORP Team										
UPS South Site Air Cargo Expansion at Tampa International Airport										
HCAA Project Number 8240 19										
11/17/2018										
Scope/Task	Principal	PM	SE	E	Sr. Designer	Designer	Admin			Total
Basic Design Services	Hours	Hours	Hours	Hours	Hours	Hours	Hours			
Task - 90% Design AECOM - UPS Airfield										
Incorporate Comments from 60% Review			40	40	40					120
Project Management	8	300					40			348
Airfield Design			180	240	300	200	8			928
Utility Design and Coordination			40	80	40		8			168
Roadway Design			160	200	180		8			548
Signalization			40	80	40		8			168
Drainage Design & Permitting			20	30	60		8			118
Prepare Specifications			40	80	80	0	40			240
QA/QC 90% Construction Documents			24	40						64
90% Deliverable			8	16	24	24	16			88
										0
										0
										0
										0
Subtotal Hours	8.00	300.00	552.00	806.00	764.00	224.00	136.00	-	-	2790
Rate	\$ 110.00	\$ 68.00	\$ 60.00	\$ 32.00	\$ 42.00	\$ 36.00	\$ 30.00	\$ -	\$ -	
Subtotal Direct Labor	\$ 880.00	\$ 20,400.00	\$ 33,120.00	\$ 41,912.00	\$ 32,088.00	\$ 8,064.00	\$ 4,080.00	\$ -	\$ -	\$ 140,544.00
Subtotal Burdened Labor @		2.72								\$ 382,279.68

Project Fee Proposal - THE MIDDLESEX CORP Team										
UPS South Site Air Cargo Expansion at Tampa International Airport										
HCAA Project Number 8240 19										
11/17/2018										
Scope/Task	Sr. A	A/LA	SE	E	Sr. Designer	Designer	Admin			Total
Basic Design Services	Hours	Hours	Hours	Hours	Hours	Hours	Hours			
Task - 90% Design AECOM - UPS Building										
Utility Design and Coordination			8	16	24		4			52
Civil / Landside Design			40	140	80		24			284

90% Design Fee

Landscape Architecture			12			40		8				60
Architectural Design		80	240			180	40	12				552
Structural Design				80	160	80	80					400
Prepare Specifications		8	8	8	8	0	0	40				72
QA/QC 90% Construction Documents		16	16	16	16							64
90% Deliverable		8		8		16	16	8				56
												0
												0
												0
												0
Subtotal Hours		112.00	276.00	160.00	340.00	420.00	136.00	96.00	-	-		1540
Rate		\$ 65.00	\$ 50.00	\$ 60.00	\$ 52.00	\$ 42.00	\$ 36.00	\$ 30.00	\$ -	\$ -		
Subtotal Direct Labor		\$ 7,280.00	\$ 13,800.00	\$ 9,600.00	\$ 17,680.00	\$ 17,640.00	\$ 4,896.00	\$ 2,880.00	\$ -	\$ -		\$ 73,776.00
Subtotal Burdened Labor @			2.72									\$ 200,670.72

Project Fee Proposal - THE MIDDLESEX CORP Team											
UPS South Site Air Cargo Expansion at Tampa International Airport											
HCAA Project Number 8240 19											
11/17/2018											
Scope/Task		Principal	PM	SE	E2	Sr. Designer	E1	BIM	Tech	Clerical	Total
		Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	
Basic Design Services											
Task -90% Design VoltAir - UPS Building											
Update Revit Model / Project			2	4	1	2		8			17
Prepare 90% CDs			8	140	120	60	100		120	4	552
Internal QC 90% CDs		2	4	12	24	24	8	4			78
Team Meetings		2	8	24	8	8					50
Meetings with HCAA Staff			4	1	2	2	1				10
Modify Documents per HCAA Comments		2	8	8	8	16					42
											0
											0
Subtotal Hours		6.00	34.00	189.00	163.00	112.00	109.00	12.00	120.00	4.00	749
Rate		\$ 85.72	\$ 67.31	\$ 49.35	\$ 39.37	\$ 46.34	\$ 37.10	\$ 41.89	\$ 17.33	\$ 26.62	
Subtotal Direct Labor		\$ 514.32	\$ 2,288.54	\$ 9,327.15	\$ 6,417.31	\$ 5,190.08	\$ 4,043.90	\$ 502.68	\$ 2,079.60	\$ 106.48	\$ 30,470.06
Subtotal Burdened Labor @			2.30								\$ 70,081.14

100% Design Fee

Project Fee Proposal - THE MIDDLESEX CORP Team
 UPS South Site Air Cargo Expansion at Tampa International Airport
 HCAA Project Number 8240 19
 11/17/2018

Scope/Task	Proj. Director	PM Const	Superint	DB Coord.	Field Admin	Proc. Mngr	Est. Mngr	Lead Estim	Estimator	Estim Supp	Scheduler	Safety Mgr	QC Mgr	Total	Task Cost	Burdened Task Cost
	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours			
Basic Design Services																
Task - 100% Design Middlesex - UPS South Site																
HCAA Meetings	30	8	8				4	4			6			60	\$ 3,810.00	\$ 11,734.80
DB Team Meetings	40	16		40			8	8			8			120	\$ 7,752.00	\$ 23,876.16
Plans Review and Comments	28										6			34	\$ 2,104.00	\$ 6,480.32
Cost Control	16					26								42	\$ 1,722.00	\$ 5,303.76
Program Budget Verification														0	\$ -	\$ -
Schedule Preparation/Update											12			12	\$ 456.00	\$ 1,404.48
GMP Updates	16													16	\$ 1,072.00	\$ 3,301.76
Bid Solicitation/Reviews	42				50		4	4	40					140	\$ 5,868.00	\$ 18,073.44
Quantity Takeoff/Estimating								16	52					68	\$ 2,636.00	\$ 8,118.88
Document Control				16	80									96	\$ 3,072.00	\$ 9,461.76
Estimate Administration									12	16				28	\$ 772.00	\$ 2,377.76
Subtotal Hours	172.00	24.00	8.00	56.00	156.00	-	16.00	32.00	104.00	16.00	32.00	-	-	616	\$ 29,264.00	\$ 90,133.12
Rate	\$ 67.00	\$ 60.00	\$ 66.00	\$ 67.00	\$ 25.00	\$ 67.00	\$ 77.00	\$ 64.00	\$ 31.00	\$ 25.00	\$ 38.00	\$ 44.00	\$ 44.00			
Subtotal Direct Labor	\$ 11,524.00	\$ 1,440.00	\$ 528.00	\$ 3,752.00	\$ 3,900.00	\$ -	\$ 1,232.00	\$ 2,048.00	\$ 3,224.00	\$ 400.00	\$ 1,216.00	\$ -	\$ -		\$ 29,264.00	
Subtotal Burdened Labor @		3.08													\$ 90,133.12	

Project Fee Proposal - THE MIDDLESEX CORP Team																
UPS South Site Air Cargo Expansion at Tampa International Airport																
HCAA Project Number 8240 19																
11/17/2018																
Scope/Task	Principal	PM	SE	E	Sr. Designer	Designer	Admin									Total
	Hours	Hours	Hours	Hours	Hours	Hours	Hours									
Basic Design Services																
Task - 100% Design AECOM - UPS Airfield																
Incorporate Comments from 90% Review			8	16	24											48
Project Management	8	180					40									228
Airfield Design			60	80	120	80	16									356
Utility Design and Coordination			8	16	24		4									52
Roadway Design			24	60	80		8									172
Signalization			8	24	40		6									78
Drainage Design & Permitting			8	8	24		8									48
Prepare Specifications			24	80			24									128
Final Engineer's Report			16	40			24									80
QA/QC 100% Construction Documents			24	40												64
100% Deliverable			8	8	8	8	8									40
																0
Subtotal Hours	8.00	180.00	188.00	372.00	320.00	88.00	138.00	-	-	-	-	-	-	-	-	1294
Rate	\$ 110.00	\$ 68.00	\$ 60.00	\$ 52.00	\$ 42.00	\$ 36.00	\$ 30.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Subtotal Direct Labor	\$ 880.00	\$ 12,240.00	\$ 11,280.00	\$ 19,344.00	\$ 13,440.00	\$ 3,168.00	\$ 4,140.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 64,492.00
Subtotal Burdened Labor @		2.72														\$ 175,418.24

Project Fee Proposal - THE MIDDLESEX CORP Team																
UPS South Site Air Cargo Expansion at Tampa International Airport																
HCAA Project Number 8240 19																
11/17/2018																
Scope/Task	Sr. A	A/LA	SE	E	Sr. Designer	Designer	Admin									Total
	Hours	Hours	Hours	Hours	Hours	Hours	Hours									
Basic Design Services																
Task - 100% Design AECOM - UPS Building																
Utility Design and Coordination			4	8	8											20
Civil / Landside Design			20	80	60		8									168
Landscape Architecture		24			40		8									72
Architectural Design	40	120			80	80	24									344
Structural Design			40	80	40	40										200
Prepare Specifications	8	8	8	8			24									48
Final Engineer's Report	8	8	8	8			16									48
QA/QC 100% Construction Documents	16	8	16	8												48
100% Deliverable	8	8	8	8			8									40
																0
Subtotal Hours	80.00	176.00	104.00	192.00	228.00	120.00	88.00	-	-	-	-	-	-	-	-	988
Rate	\$ 65.00	\$ 50.00	\$ 60.00	\$ 52.00	\$ 42.00	\$ 36.00	\$ 30.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Subtotal Direct Labor	\$ 5,200.00	\$ 8,800.00	\$ 6,240.00	\$ 9,984.00	\$ 9,576.00	\$ 4,320.00	\$ 2,640.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 46,760.00

100% Design Fee

Subtotal Burdened Labor @		2.72									\$ 127,187.20
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Project Fee Proposal - THE MIDDLESEX CORP Team												
UPS South Site Air Cargo Expansion at Tampa International Airport												
HCAA Project Number 8240 19												
11/17/2018												
Scope/Task		Principal	PM	SE	E2	Sr. Designer	E1	BIM	Tech	Clerical		Total
		Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours		
Basic Design Services												
Task -100% Design VoltAir - UPS Building												
Update Revit Model / Project					4	4	4	8	4			24
Prepare 100% CDs			8	40	40	40	8		60	2		198
Internal QC 100% CDs		1		24	8	16	4					53
Team Meetings				4	4	8						16
Meetings with HCAA Staff				16	8	16						40
Modify Documents per HCAA Comments				2	8	16						26
												0
												0
												0
Subtotal Hours		1.00	8.00	86.00	72.00	100.00	16.00	8.00	64.00	2.00		357
Rate		\$ 85.72	\$ 67.31	\$ 49.35	\$ 39.37	\$ 46.34	\$ 37.10	\$ 41.89	\$ 17.33	\$ 26.62		
Subtotal Direct Labor		\$ 85.72	\$ 538.48	\$ 4,244.10	\$ 2,834.64	\$ 4,634.00	\$ 593.60	\$ 335.12	\$ 1,109.12	\$ 53.24		\$ 14,428.02
Subtotal Burdened Labor @			2.30									\$ 33,184.45

Bid and Award Fee

Project Fee Proposal - THE MIDDLESEX CORP Team
 UPS South Site Air Cargo Expansion at Tampa International Airport
 HCAA Project Number 8240 19
 11/17/2018

Scope/Task	Proj. Director	PM Const	Superint	DB Coord.	Field Admin	Proc. Mngr	Est. Mngr	Lead Estim	Estimator	Estim Supp	Scheduler	Safety Mgr	QC Mgr	Total	Task	Burdened
	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Cost	Task Cost
Basic Design Services																
Task - Bid & Award - Middlesex - UPS South Site																
HCAA Meetings	40	20				30								90	\$ 5,890.00	\$ 18,141.20
DB Team Meetings	24	28	12	12	12	20								108	\$ 6,524.00	\$ 20,093.92
Cost Control					24									24	\$ 600.00	\$ 1,848.00
Stakeholder Coordination			6											6	\$ 396.00	\$ 1,219.68
Program Budget Verification	16													16	\$ 1,072.00	\$ 3,301.76
Schedule Review			6											6	\$ 396.00	\$ 1,219.68
Work in Progress Submittals					32									32	\$ 800.00	\$ 2,464.00
Contract Administration					28									28	\$ 700.00	\$ 2,156.00
GMP Updates	20													20	\$ 1,340.00	\$ 4,127.20
Bid Solicitation/Reviews	32	20				52			10					114	\$ 7,138.00	\$ 21,985.04
Utility Coordinator		2	4											6	\$ 384.00	\$ 1,182.72
Quantity Takeoff/Estimating									6					6	\$ 186.00	\$ 572.88
PO's/Subcontract Management	40			28										68	\$ 4,556.00	\$ 14,032.48
Purchasing			4											4	\$ 264.00	\$ 813.12
Document Control					76									76	\$ 1,900.00	\$ 5,852.00
Subtotal Hours	172.00	70.00	32.00	40.00	172.00	102.00	-	-	16.00	-	-	-	-	604	\$ 32,146.00	\$ 99,009.68
Rate	\$ 67.00	\$ 60.00	\$ 66.00	\$ 67.00	\$ 25.00	\$ 67.00	\$ 77.00	\$ 64.00	\$ 31.00	\$ 25.00	\$ 38.00	\$ 44.00	\$ 44.00			
Subtotal Direct Labor	\$ 11,524.00	\$ 4,200.00	\$ 2,112.00	\$ 2,680.00	\$ 4,300.00	\$ 6,834.00	\$ -	\$ -	\$ 496.00	\$ -	\$ -	\$ -	\$ -		\$ 32,146.00	
Subtotal Burdened Labor @		3.08													\$ 99,009.68	

Project Fee Proposal - THE MIDDLESEX CORP Team																
UPS South Site Air Cargo Expansion at Tampa International Airport																
HCAA Project Number 8240 19																
11/17/2018																
Scope/Task	Principal	PM	SE	E	Sr. Designer	Designer	Admin								Total	
	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours
Basic Design Services																
Task - Bid & Award AECOM - UPS Airfield																
Package Plans for Bidding		4	12	24			16								0	56
Assist in Addenda Preparation		4	12				16								32	
Attend PreBid Conference		4													4	
Assist in Cost Reduction and Value Engineering		8	12	16											36	
															0	
															0	
															0	
															0	
Subtotal Hours	-	20.00	36.00	40.00	-	-	32.00	-	-	-	-	-	-	-	0	0
Rate	\$ 110.00	\$ 68.00	\$ 60.00	\$ 52.00	\$ 42.00	\$ 36.00	\$ 30.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Subtotal Direct Labor	\$ -	\$ 1,360.00	\$ 2,160.00	\$ 2,080.00	\$ -	\$ -	\$ 960.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 6,560.00
Subtotal Burdened Labor @		2.72														\$ 17,843.20

Project Fee Proposal - THE MIDDLESEX CORP Team																
UPS South Site Air Cargo Expansion at Tampa International Airport																
HCAA Project Number 8240 19																
11/17/2018																
Scope/Task	Sr. A	A/LA	SE	E	Sr. Designer	Designer	Admin								Total	
	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours
Basic Design Services																
Task - Bid & Award AECOM - UPS Building																
Package Plans for Bidding	2	4			8		8								22	
Assist in Addenda Preparation	2	4			8		8							22		
Attend PreBid Conference	2	4												6		
Assist in Cost Reduction and Value Engineering	2	4			8									14		
														0		
														0		
														0		
														0		
														0		
Subtotal Hours	8.00	16.00	-	-	24.00	-	16.00	-	-	-	-	-	-	0	0	

Bid and Award Fee

	Rate		\$ 65.00	\$ 50.00	\$ 60.00	\$ 52.00	\$ 42.00	\$ 36.00	\$ 30.00	\$ -	\$ -	
	Subtotal Direct Labor		\$ 520.00	\$ 800.00	\$ -	\$ -	\$ 1,008.00	\$ -	\$ 480.00	\$ -	\$ -	\$ 2,808.00
	Subtotal Burdened Labor @			2.72								\$ 7,637.76

Project Fee Proposal - THE MIDDLESEX CORP Team												
UPS South Site Air Cargo Expansion at Tampa International Airport												
HCAA Project Number 8240 19												
11/17/2018												
	Scope/Task		Principal	PM	SE	E2	Sr. Designer	E1	BIM	Tech	Clerical	Total
	Basic Design Services		Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	
	Task - Bid & Award VoltAir - UPS South Site											
6.3	Assist in Addenda Preparation			6	4	8	8	8	4		2	40
												0
												0
	Subtotal Hours		-	6.00	4.00	8.00	8.00	8.00	4.00	-	2.00	40
	Rate		\$ 85.72	\$ 67.31	\$ 49.35	\$ 39.37	\$ 46.34	\$ 37.10	\$ 41.89	\$ 17.33	\$ 26.62	
	Subtotal Direct Labor		\$ -	\$ 403.86	\$ 197.40	\$ 314.96	\$ 370.72	\$ 296.80	\$ 167.56	\$ -	\$ 53.24	\$ 1,804.54
	Subtotal Burdened Labor @			2.30								\$ 4,150.44

Construction Administration Fee

Project Fee Proposal - THE MIDDLESEX CORP Team												
UPS South Site Air Cargo Expansion at Tampa International Airport												
HCAA Project Number 8240 19												
11/17/2018												
Basic Design Services			Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	
Task - CA Services Middlesex-UPS South Site												0
			N/A									0
												0
			Subtotal Hours	-	-	-	-	-	-	-	-	0
			Rate	\$ 174.00	\$ -	\$ 9.00	\$ 44.00	\$ 86.00	\$ -	\$ 10.00	\$ 8.00	\$ 20.00
			Subtotal Direct Labor	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
			Subtotal Burdened Labor @		0.00							\$ -

Project Fee Proposal - THE MIDDLESEX CORP Team												
UPS South Site Air Cargo Expansion at Tampa International Airport												
HCAA Project Number 8240 19												
11/17/18												
	Scope/Task		Principal	PM	SE	E	Sr. Designer	Designer	Admin			Total
			Hours	Hours	Hours	Hours	Hours	Hours	Hours			
	Task - CA Services - AECOM- UPS Airfield											
	Attend PreConstruction Conference			4	4	4						12
	Prepare Issued For Construction Drawings			4	24	24	40	60	16			168
	Weekly Contractor's Meeting & Site Visit		16	208	104	104						432
	Attend Specialty Meetings		16	40	40	40						136
	Construction Changes & Change Orders			40	60	80	120	120	40			460
	Review Shop Drawings			24	180	240	80		40			564
	Review and Approve Pay Request			24								24
	Prepare Construction Management Plan			8	40	40			24			112
	Review and assist with Materials Testing			16	80	80						176
	Review Contractor's Safety Plan and Compliance Doc			4	16							20
	Perform substantial and final inspections			24	40	40						104
	Prepare Record Drawings from contractor markups			8	24	80	80	120	16			328
												0
												0
			Subtotal Hours	32.00	404.00	612.00	732.00	320.00	300.00	136.00	-	2536
			Rate	\$ 110.00	\$ 68.00	\$ 60.00	\$ 52.00	\$ 42.00	\$ 36.00	\$ 30.00	\$ -	\$ -
			Subtotal Direct Labor	\$ 3,520.00	\$ 27,472.00	\$ 36,720.00	\$38,064.00	\$ 13,440.00	\$ 10,800.00	\$4,080.00	\$ -	\$ 134,096.00
			Subtotal Burdened Labor @		2.72							\$ 364,741.12

Project Fee Proposal - THE MIDDLESEX CORP Team												
UPS South Site Air Cargo Expansion at Tampa International Airport												
HCAA Project Number 8240 19												
11/17/18												
	Scope/Task		Sr. A	A/LA	SE	E	Sr. Designer	Designer	Admin			Total
			Hours	Hours	Hours	Hours	Hours	Hours	Hours			
	Task - CA Services - AECOM- UPS Building											

Construction Administration Fee

Attend PreConstruction Conference			4	4	4	4							16
Prepare Issued For Construction Drawings			2	4	2	4	40	40	16				108
Weekly Contractor's Meeting & Site Visit			40	80	40	80							240
Attend Specialty Meetings			8	16	8	16							48
Construction Changes & Change Orders			8	16	8	16	120	120	40				328
Review Shop Drawings			24	80	24	80	40		40				288
Perform substantial and final inspections			8	8	8	8							32
Prepare Record Drawings from contractor markups			8	16	8	16	40	40	8				136
													0
													0
		Subtotal Hours	102.00	224.00	102.00	224.00	240.00	200.00	104.00	-	-		1196
		Rate	\$ 65.00	\$ 50.00	\$ 60.00	\$ 52.00	\$ 42.00	\$ 36.00	\$ 30.00	\$ -	\$ -		
		Subtotal Direct Labor	\$ 6,630.00	\$ 11,200.00	\$ 6,120.00	\$ 11,648.00	\$ 10,080.00	\$ 7,200.00	\$ 3,120.00	\$ -	\$ -		\$ 55,998.00
		Subtotal Burdened Labor @		2.72									\$ 152,314.56

Project Fee Proposal - THE MIDDLESEX CORP Team													
UPS South Site Air Cargo Expansion at Tampa International Airport													
HCAA Project Number 8240 19													
11/17/18													
Scope/Task			Principal	PM	SE	E2	Sr. Desiner	E1	BIM	Tech	Clerical		Total
Basic Design Services			Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours		
Task -CA Services - VoltAir -UPS South Site													
Weekly Contractor's Meeting & Site Visit				24	72	72	48						216
Review Shop Drawings				12	16	32	32	24					116
Perform substantial and final inspections				12	16	16	16						60
Prepare Record Drawings from contractor markups				2	2	4	8		4				20
													0
													0
		Subtotal Hours	-	50.00	106.00	124.00	104.00	24.00	4.00	-	-		412
		Rate	\$ 85.72	\$ 67.31	\$ 49.35	\$ 39.37	\$ 46.34	\$ 37.10	\$ 41.89	\$ 17.33	\$ 26.62		
		Subtotal Direct Labor	\$ -	\$ 3,365.50	\$ 5,231.10	\$ 4,881.88	\$ 4,819.36	\$ 890.40	\$ 167.56	\$ -	\$ -		\$ 19,355.80
		Subtotal Burdened Labor @		2.30									\$ 44,518.34

Resident Inspection Fee

Project Fee Proposal - THE MIDDLESEX CORP Team												
UPS South Site Air Cargo Expansion at Tampa International Airport												
HCAA Project Number 8240 19												
11/17/2018												
Scope/Task			Senior Construction Inspector	Construction Inspector								Total
Basic Design Services												
Task - Resident Inspection AECOM - UPS South Site												
			Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours
			2,600									2600
												0
												0
												0
			Subtotal Hours	2,600.00	-	-	-	-	-	-	-	2600
			Rate	\$ 55.00								
			Subtotal Direct Labor	\$ 143,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 143,000.00
			Subtotal Burdened Labor @		2.72							\$ 388,960.00



Detailed Estimate of Reimbursable Costs

Project No. 8240 19: TPA Air Cargo Expansion - UPS Site

Part 1 Design & Preconstruction Phase December 2018 through December 2019

	Rate	Notes
FY 2019 GSA Lodging (Tampa)	\$155.00	
M&IE GSA Daily Rate	\$61.00	
Per Diem for Hotel Stay	\$216.00	

Per Diem				
Per night cost based on above. Invoiced per night, no receipts required				
Staff Member	Nights	Rate	Total	Notes
Project Director	16	\$216.00	\$3,456.00	for travel prior to March 2019
PM for Construction	0	\$216.00	\$0.00	for travel prior to May 2019
Construction Superintendent	12	\$216.00	\$2,592.00	
DB Coordinator	20	\$216.00	\$4,320.00	prior to April 2019
Procurement Manager	8	\$216.00	\$1,728.00	
Estimating Manager	10	\$216.00	\$2,160.00	
Lead Estimator	14	\$216.00	\$3,024.00	
TOTAL	80		\$17,280.00	

Vehicle; Fuel; Maintenance & Repairs and Auto Allowance				
Staff Member	Months	Rate	Total	Notes
Project Director	5.2	\$1,250.00	\$6,500.00	
PM for Construction	0	\$1,250.00	\$0.00	
General Superintendent	1	\$1,250.00	\$1,250.00	
DB Coordinator	3	\$1,250.00	\$3,750.00	
Procurement Manager	1	\$1,250.00	\$1,250.00	
TOTAL	10.2		\$12,750.00	

Phones				
Staff Member	Months	Rate	Total	Notes
Project Director	5.2	\$82.00	\$426.40	
PM for Construction	0	\$82.00	\$0.00	
General Superintendent	1	\$82.00	\$82.00	
DB Coordinator	3	\$82.00	\$246.00	
Procurement Manager	1	\$82.00	\$82.00	
TOTAL	10.2		\$836.40	

Airport Parking				
Staff Position	Days	Rate	Total	Notes
Project Director	56	\$22.00	\$1,232.00	Assume visit to HCAA office every other day
PM for Construction	0	\$22.00	\$0.00	
Construction Superintendent	10	\$22.00	\$220.00	
DB Coordinator	30	\$22.00	\$660.00	
Procurement Manager	10	\$22.00	\$220.00	
Estimating Manager	6	\$22.00	\$132.00	
Lead Estimator	6	\$22.00	\$132.00	
Scheduler	10	\$22.00	\$220.00	
Safety Manager	3	\$22.00	\$66.00	
QC Manager	3	\$22.00	\$66.00	
TOTAL	134		\$2,948.00	

Postage; Shipping; UPS				
	LS	Rate	Total	Notes
Shipping to/from Tampa	1	\$1,500.00	\$1,500.00	Allowance
TOTAL	1		\$1,500.00	

Reproduction & Binding Services				
	LS Allowance	Rate	Total	Notes
	1	\$2,000.00	\$2,000.00	
TOTAL	1		\$2,000.00	



Detailed Estimate of Reimbursable Costs

Project No. 8240 19: TPA Air Cargo Expansion - UPS Site

Relocation Expenses		
	Rate	Notes
Project Director	\$15,000.00	Lump sum not to exceed cost for relocation to Tampa in March 2019 includes: transport of 5th wheel trailer; moving expenses; temporary storage facility; site rent and utilities. Travel costs prior to March 2019 included in daily hotel/per diem table.
PM for Construction	\$0.00	Lump sum not to exceed cost for relocation to Tampa in May 2019 includes: One house hunting trip; moving expenses; housing allowance of \$1200/month for 8 months. Travel costs prior to May 2019 included in daily hotel/per diem table.
TOTAL	\$15,000.00	\$15,000.00

Plan Check Fees				
Reviewing Entity	Each	Rate	Total	Notes
SWFWMD	1	\$1,600.00	\$1,600.00	
City of Tampa Building Dept.	1	\$5,000.00	\$5,000.00	
City of Tampa Water Dept.	1	\$2,000.00	\$2,000.00	
City of Tampa Wastewater	1	\$2,000.00	\$2,000.00	
City of Tampa Highway Dept.	1	\$2,000.00	\$2,000.00	
DEP Permitting	1	\$1,000.00	\$1,000.00	
TOTAL	1		\$13,600.00	

MOT support crew				
	Allowance	Rate	Total	Notes
MOT support crew		\$10,000.00	\$10,000.00	MOT crew with channeling devices, arrow boards, light plants, and VMS for field support of survey, borings, coring crews
Detail Officers	12	\$56.00	\$672.00	for survey and geotech services support
TOTAL	0		\$10,672.00	

TPA Security Badging Costs				
TPA Badging	Each	Rate	Total	Notes
TPA Badging	7	\$43.00	\$301.00	
TOTAL			\$301.00	

Computers; laptops				
Project Staff	Months	Rate	Total	Notes
Project Director	5.2	\$125.00	\$650.00	
PM for Construction	0	\$125.00	\$0.00	
General Superintendent	1	\$125.00	\$125.00	\$1500 purchase price amortized over 12 month period
DB Coordinator	3	\$125.00	\$375.00	
Procurement Manager	1	\$125.00	\$125.00	
Field Admin	4	\$125.00	\$500.00	
TOTAL			\$1,775.00	

Special Computer Software				
Software fees	LS	Rate	Total	Notes
Software fees	1	\$10,000.00	\$10,000.00	BlueBeam; Plangrid, etc...
TOTAL			\$10,000.00	

Land Clearing Subcontractor				
	Allowance	Rate	Total	Notes
Land Clearing Subcontractor		\$12,000.00	\$12,000.00	for survey support and access
TOTAL			\$12,000.00	

Reimbursable Totals \$100,662.40



November 2, 2018

Mr. Dennis Combs, PE
AECOM
7650 West Courtney Campbell Causeway
Tampa, Florida 33607-1462

RE: TPA East Air Cargo Expansion
HCAA #8240-19
NSI Proposal No. 181103

Dear Mr. Combs:

Thank you for the opportunity to submit this proposal for surveying services at the site referenced above.

The scope of work included in this proposal is a topographic survey of the area shown on your reference map attached. The spacing for topographic elevations will be 50 feet with the exception of the PCC slabs located at the Fed Ex Facility, where location and elevations will be measured at each joint on the first 2 rows.

We will not be locating the concrete slabs or asphalt drives remaining on the property after the demolition of the homes and businesses, we will estimate the drives and concrete slabs from Google Earth maps for illustrative purposes only. Excepting the slabs and drives, we will locate and map all man made topographic features including roads, above-ground evidence of underground utilities, pipe sizes, shape, type material and invert elevations where access is possible.

We will map the existing right of way lines and easements based on the title search performed in 2014. Note more streets and easements may have been vacated since that date. We will also establish horizontal and vertical control throughout the project. The horizontal datum will be NAD 83/2011 adjustment and the vertical datum NAVD 88.

Our LUMP SUM fee to perform the surveying services mentioned above will be **\$47,203.00.**

This fee is based on the following assumptions:

- The entire site will be bush hogged prior to our mobilization.
- Middlesex will provide line cutters to clear lines of sight ahead of our survey crews.
- No underground markings, boring locations or trees will be surveyed or mapped.

Assistance with easements and right of way

SR. PLS, 20 hours x \$255.00 =	\$5,100.00
Cad Tech., 30 hours x \$90.00 =	<u>\$2,700.00</u>
Total	\$7,800.00

We will require 6 weeks from your notice to proceed date to prepare a preliminary file for your review and make final delivery in 10 weeks from your notice to proceed date.

All of the work will be performed under the direct supervision of a Professional Land Surveyor and will meet or exceed the Minimum Technical Standards set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J17.050 to 5J17.052, Florida Administrative Code, pursuant to Section 472.027 Florida Statutes.

If you have any questions, please do not hesitate to contact our office.

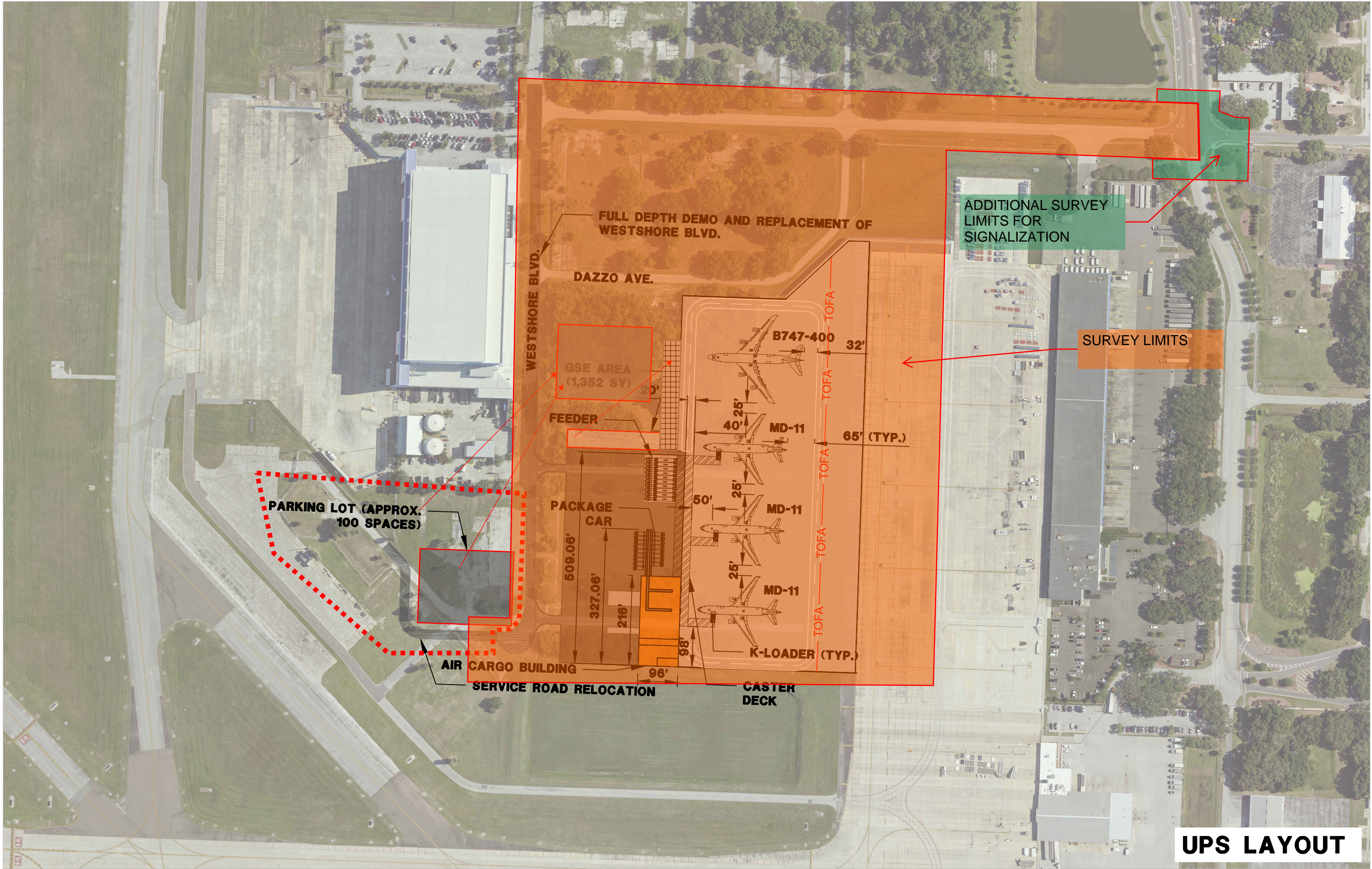
Sincerely,

NORTHWEST SURVEYING, INC.

A handwritten signature in black ink that reads "Gerald Silva". The signature is written in a cursive, flowing style.

Gerald Silva, PSM
President

GS/kg/prp



ADDITIONAL SURVEY
LIMITS FOR
SIGNALIZATION

SURVEY LIMITS

UPS LAYOUT



Surveying & Mapping • Subsurface Utility Engineering
Utility Coordination • Public Involvement

November 6, 2018

**RE: East Side Air Cargo Expansion
Subsurface Utility Engineering**

Dear Mr. Combs:

In accordance with your request, Omni Communications is pleased to submit our proposal to provide Subsurface Utility Engineering (SUE) services to AECOM.

DESCRIPTION OF SERVICES

Omni Communications will provide technicians, equipment, software and special tools to provide SUE Designating (SUE Level B) and Locating (SUE Level A) as you requested in the highlighted area in "Exhibit A".

Designating:

Electromagnetic (EM) induction is a method in which a transmitter signal is applied by directly coupling to a metallic target. A receiver is then used to detect the transmitted signal. Passive detection is another technique used to locate naturally occurring magnetic fields that exist on power cables generating a 50/60 Hz. signal. Additionally, very low frequency (VLF) signals can be detected on other metallic utilities that are typically long in length and are well grounded electrically. Some utility systems contain portions of non-metallic material and, therefore, we may not be able to locate using EM techniques. Ground Penetrating Radar (GPR) uses a high frequency radio signal that is transmitted into the ground and reflected signals are returned to the receiver for storage on digital media. The computer measures the time taken for a pulse to travel to and from the target indicating its depth and location. The reflected signals are interpreted by the system and displayed on the unit's LCD panel.

Locating:

Vacuum excavation is a technique used to safely expose utilities by using a combination of compressed and vacuum air. Once the utility has been exposed, depth, diameter, configuration and material type can be obtained.

Utilization of the above equipment and methods is the industry recognized procedure for designating underground utilities and features. Although effective and reliable, there is the possibility that all utilities may not be detected due to environmental conditions, soil conditions, water table, excessive depth, and/or feature makeup.

Omni Communications Assumptions (Designating)

- Omni based this estimate on 33 Acres.
- Omni's field crews can designate and scan with the GPR 3 Acres per day.
- Utilities we anticipate on this project (Water, Gas, HCAA, TECO electric, FAA, Reclaim, FOC, Sewer, Telephone, Street Light Electric and Irrigation)

Omni Communications Assumptions (Locating)

- Omni based this estimate on 80 Locates (SUE Level A).
- Omni's field crews can perform 6 locates per day.
- Omni estimated 20 locates to be used during the designating phase and 60 locates for potential utility conflicts.

Office Support (Included in loaded rate)

- Processing all field collected data.
- QA/QC of all files and reports.
- Attend project associated meetings.
- Gathering utility record drawing or as-builts

*8509 Benjamin Road, Suite E, Tampa, FL 33634
Telephone: (813) 852-1888 Fax: (866) 485-3356*



Surveying & Mapping • Subsurface Utility Engineering
Utility Coordination • Public Involvement

**Omni Communications, LLC
DESIGNATING PRICE PROPOSAL**

ITEM DESCRIPTION	QUANTITY	RATE	ITEM PRICE
Designating	11 Days	\$2,516.00 Per Day	\$27,676.00
Locating (Test Holes)	10 Days	\$2,633.00 Per Day	\$26,330.00
Survey	6 Days	\$1,742.00 Per Day	\$10,452.00
TOTAL			\$64,458.00

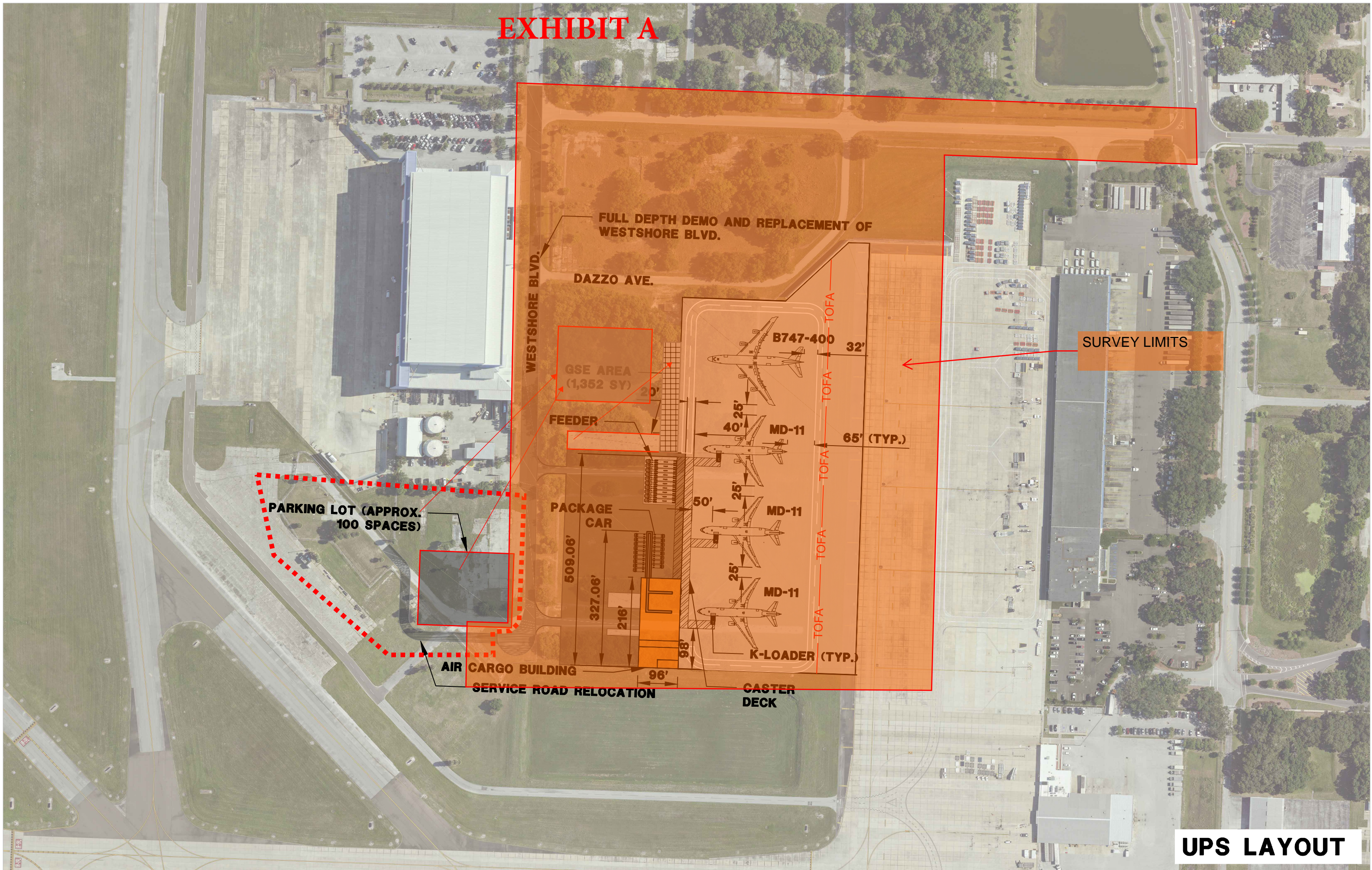
If you have any questions or need additional information please do not hesitate to contact me in our office. Again, we appreciate this opportunity and look forward to working with you on this project.

Sincerely,

Shannon Wright
SUE Manager
Omni Communications



EXHIBIT A



SURVEY LIMITS

UPS LAYOUT

TIERRA

November 19, 2018

AECOM
7650 W. Courtney Campbell Causeway
Tampa, FL 33607

Attn: Dennis Combs, P.E.

**RE: TPA Air Cargo Expansion – Geotechnical Deliverables
HCAA Project 8240
Air Cargo Expansion
Tierra Project No.: 6511-18-187**

Mr. Combs:

Thank you for the opportunity to be part of the AECOM/Middlesex Design Build Team on this exciting project.

Tierra, Inc. (Tierra) will perform our geotechnical exploration program as outlined in the attached Geotechnical Approach document previously submitted.

For this project, Tierra anticipates preparing and submitting preliminary and a final/RFC geotechnical reports for the Building Submittal, General Site Submittal, and Roadway Submittal. These reports will be submitted in accordance with the required submittal dates and will contain the results of our field explorations and the required geotechnical information the support the project design and permitting.

Tierra, Inc. appreciates the opportunity to be of service to AECOM on this project. If you have any questions or comments regarding this letter, please contact our office at your earliest convenience.

Respectfully Submitted,

TIERRA, INC.



Marc E. Novak, Ph.D., P.E.
Senior Geotechnical Engineer
Florida License No. 67431



Kevin H. Scott, P.E.
Senior Geotechnical Engineer
Florida License No. 65514



Geotechnical Approach

Tierra has developed the following geotechnical approach based on our experience with previous Tampa International Airport projects, our understanding of the subsurface conditions at the Airport, and similar projects at other Florida airports.

South Air Cargo Area

For new pavement areas, Tierra has experience with airport pavement rehabilitation projects and new airport pavement design projects. Standard Penetration Test (SPT) borings and auger borings in new pavement areas will be performed to evaluate the subgrade soil conditions. Soil samples will be obtained from the existing/proposed subgrade soils in order to conduct California Bearing Ratio (CBR) tests. The CBR tests will be used to establish design CBR values and Modulus of Subgrade Reaction (kg) values for pavement design. Tierra will estimate the Seasonal High Groundwater Table (SHGWT) depth/elevations. Unsuitable soils or materials, if encountered, will be delineated and removal limits determined.

For the proposed building structure, Standard Penetration Test (SPT) borings on the order of one (1) boring per 4,000sf will be performed within the footprint of the building. Recommendations for foundation systems, including allowable bearing pressures, foundation sizes, foundation levels and soil subgrade recommendations will be provided.

Most of the project area was once residential and other areas appear to have been modified through construction activities based on review of historical aerial photographs. Geophysical testing through Ground Penetrating Radar (GPR) will be performed to evaluate the subsurface conditions with respect to possible buried debris, foundation remnants, etc. that could pose limitations on the proposed improvements and/or result in construction issues during excavations for the proposed improvements.

35. Geotechnical

Estimator:

HCAA 8240 19 (Air Cargo Expansion)

0

Representing	Print Name	Signature / Date
HCAA		
Consultant Name		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
	Roadway					
35.1	Document Collection and Review	LS	1	6	6	USDA, USGS, Potentiometric surface maps, existing plans, existing geotech data, Historical aerials
35.2	Develop Detailed Boring Location Plan	LS	1	8	8	UPS Area is about 45 acres of development recommended one boring every 100 feet for 4 borings per acre for parking/pavement = 180 borings
35.3	Stake Borings/Utility Clearance	Boring	180	0.4	72	Roadway/Pavement: 60 20-ft SPTs + 120 5-ft to 7-ft Augers
35.4	Muck Probing	Crew Day	0	0	0	
35.5	Coordinate and Develop MOT Plans for Field Investigation	EA	1	8	8	MOT needed; coordination with TIA
35.6	Drilling Access Permits	Location	0	0	0	Provided by HCAA (not required)
35.7	Property Clearances	EA	1	6	6	Coordination with HCAA; Badging requirements; access times; notifying
35.8	Groundwater Monitoring	EA	3	1	3	Number of Piezometers = 3 once a month for 4 months at 1 hour each trip
35.9	CBR/Resilient Modulus Sampling	EA	5	1	5	2 hr. round trip from office to site + 5 sample @ 0.6 hr./sample . Total = 5 hrs. for CBR sampling
35.10	Coordination of Field Work	100 lf of boring	19.2	1	19	60*20 + 120*6 = 1,920 LF of borings
35.11	Soil and Rock Classification - Roadway	100 lf of boring	19.2	2	38	
35.12	Design LBR	LS	1	5	5	Design CBR
35.13	Laboratory Data	100 lf of boring	19.2	0.75	14	
35.14	Seasonal High Water Table	Boring	5	0.3	2	5 locations
35.15	Parameters for Water Retention Areas	EA	0	0	0	Pond located on north side
35.16	Delineate Limits of Unsuitable Material	Cross-section	1	12	12	In Plan View with Depths; Fill/Debris possibly including clay fill
35.17	Electronic Files for Cross-Sections	100 lf of boring	0	0	0	
35.18	Embankment Settlement and Stability	Embankment Boring	0	0	0	

35. Geotechnical

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
35.19	Monitor Existing Structures	LS	0	0	0	
35.20	Stormwater Volume Recovery and/or Background Seepage Analysis	EA	0	0	0	To be performed by drainage engineer
35.21	Geotechnical Recommendations	LS	1	8	8	
35.22	Pavement Condition Survey and Pavement Evaluation Report	LS	1	6	6	Summarize core data collected
35.23	Preliminary Roadway Report	LS	1	16	16	
35.24	Final Report	EA	1	12	12	
35.25	Auger Boring Drafting	100 lf boring	7.20	3	22	
35.26	SPT Boring Drafting	100 lf boring	12.00	4	48	
Roadway Geotechnical Subtotal					310	
	Structures					
35.27	Develop Detailed Boring Location Plan	LS	1	4	4	4 Traffic Pole Borings at 25-ft; 6 High Mast Light Borings to 40-ft; and 6 Structure Borings to 30-ft For traffic poles on Cargo Road
35.28	Stake Borings/Utility Clearance	Boring	16	0.5	8	
35.29	Coordinate and Develop MOT Plans for Field Investigation	EA	1	2	2	
35.30	Drilling Access Permits	Location	0	0	0	
35.31	Property Clearances	EA	0	0	0	
35.32	Collection of Corrosion Samples	EA	0	0	0	
35.33	Coordination of Field Work	100 lf of boring	5.2	1	5	
35.34	Soil and Rock Classification - Structures	100 lf of boring	5.2	2	10	
35.35	Tabulation of Laboratory Data	100 lf of boring	5.2	0.75	4	
35.36	Estimate Design Groundwater Level for Structures	EA	0	0	0	
35.37	Selection of Foundation Alternatives (BDR)	Bridge boring	0	0	0	
35.38	Detailed Analysis of Selected Foundation Alternate(s)	Bridge boring	0	0	0	
35.39	Bridge Construction and Testing Recommendations	Bridge boring	0	0	0	
35.40	Lateral Load Analysis (Optional)	Bridge boring	0	0	0	
35.41	Walls	Wall Boring	0	0	0	
35.42	Sheet Pile Wall Analysis (Optional)	Wall Boring	0	0	0	

35. Geotechnical

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
35.43	Design Soil Parameters for Signs, Signals, High Mast Lights, and Strain Poles and Geotechnical Recommendations	Boring	10	1	10	
35.44	Box Culvert Analysis	EA	0	0	0	
35.45	Preliminary Report - BDR	EA	0	0	0	
35.46	Final Report - Bridge and Associated Walls	EA	0	0	0	
35.47	Final Reports -Signals, High Mast Lights & Building Structure	EA	1	12	12	
35.48	SPT Boring Drafting	100 lf of boring	5.2	4	21	
35.49	Other Geotechnical	LS	0	0	0	
Structural Geotechnical Subtotal					76	
Geotechnical Technical Subtotal					386	
35.50	Technical Special Provisions	EA	0	0	0	
35.51	Field Reviews	LS	1	8	8	
35.52	Technical Meetings	LS	1	13	13	Meetings listed below
35.53	Quality Assurance/Quality Control	LS	%	5%	19	
35.54	Supervision	LS	%	5%	19	
Geotechnical Nontechnical Subtotal					59	
35.55	Coordination	LS	%	3%	13	
35. Geotechnical Total					458	

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	PM Attendance at Meeting Required?	Number
Kickoff Meeting with TPA	EA	1	2	2		0
Boring Layout Submittal	EA	1	1	1		0
Attend in BDR Review Meeting	EA	0	0	0		0
30/60/90% Submittal Review	EA	0	0	0		0
Meetings with TIA	EA	2	4	8		0
Subtotal Technical Meetings				11	Subtotal Project Manager Meetings	0
Progress Meetings (if required by TIA)	EA	1	2	2	<i>PM attendance at Progress Meetings is manually entered on General Task 3</i>	--
Phase Review Meetings	EA	0	0	0	<i>PM attendance at Phase Review Meetings is manually entered on General Task 3</i>	--
Total Meetings				13	Total Project Manager Meetings (carries to Tab 3)	0

Carries to 33.18

Carries to Tab 3

Item Description	Unit	Unit Price	Quantity	Total
612-Geo Mobilization Drill Rig Truck Mount	Each	\$ 350.00	2	\$ 700.00
614-Geo Mobilization Mudbug/All Terrain Vehicle	Each	\$ 700.00		\$ -
610-Geo Mobilization Drill Rig Track Mount	Each	\$ 3,250.00		\$ -
418-Geo Drill Crew Support Vehicle	Day	\$ 160.00	15	\$ 2,400.00
609-Geo Mobilization Drill Rig Barge Mount	Each	\$ 7,500.00		\$ -
405-Geo Barge (Owned)	Day	\$ 2,500.00		\$ -
618-Geo Mobilization Support Boat	Each	\$ 500.00		\$ -
618.1-Geo Support Safety Boat	Day	\$ 500.00		\$ -
619-Geo Mobilization Tri-Pod	Each	\$ 1,250.00		\$ -
419-Geo Drilling Crew 2-Person	Hour	\$ 135.00		\$ -
420-Geo Drilling Crew 3-Person	Hour	\$ 185.00		\$ -
Geo SPT Truck 0-50 Ft	LF	\$ 12.90	1720	\$ 22,188.00
Geo SPT Truck 50-100 Ft	LF	\$ 17.00	0	\$ -
Geo SPT Truck 100-150 Ft	LF	\$ 31.00		\$ -
Geo SPT Truck 150-200 Ft	LF	\$ 39.00		\$ -
478-Geo SPT Truck-Mud Bug 0-50 Ft	LF	\$ 15.20		\$ -
479-Geo SPT Truck-Mud Bug 50-100 Ft	LF	\$ 18.10		\$ -
480-Geo SPT Truck-Mud Bug 100-150 Ft	LF	\$ 32.00		\$ -
481-Geo SPT Truck-Mud Bug 150-200 Ft	LF	\$ 42.00		\$ -
473-Geo SPT Barge/Track/Amphibious 000-050 Ft	LF	\$ 21.50		\$ -
474-Geo SPT Barge/Track/Amphibious 050-100 Ft	LF	\$ 28.90		\$ -
475-Geo SPT Barge/Track/Amphibious 100-150 Ft	LF	\$ 53.00		\$ -
476-Geo SPT Barge/Track/Amphibious 150-200 Ft	LF	\$ 70.00		\$ -
Geo Grout Boreholes- Truck 0-050 Ft	LF	\$ 5.25	1720	\$ 9,030.00
Geo Grout Boreholes- Truck 50-100 Ft	LF	\$ 7.00	0	\$ -
Geo Grout Boreholes- Truck 100-150 Ft	LF	\$ 10.25		\$ -
Geo Grout Boreholes- Truck 150-200 Ft	LF	\$ 14.00		\$ -
440-Geo Grout Boreholes- Truck/Mud Bug 000-050 Ft	LF	\$ 6.25		\$ -
441-Geo Grout Boreholes- Truck/Mud Bug 050-100 Ft	LF	\$ 8.00		\$ -
442-Geo Grout Boreholes- Truck/Mud Bug 100-150 Ft	LF	\$ 13.10		\$ -
443-Geo Grout Boreholes- Truck/Mud Bug 150-200 Ft	LF	\$ 18.00		\$ -
435-Geo Grout Boreholes- Barge/Track/Amphibious 000-050 Ft	LF	\$ 8.50		\$ -
436-Geo Grout Boreholes- Barge/Track/Amphibious 050-100 Ft	LF	\$ 11.25		\$ -
437-Geo Grout Boreholes- Barge/Track/Amphibious 100-150 Ft	LF	\$ 17.25		\$ -
438-Geo Grout Boreholes- Barge/Track/Amphibious 150-200 Ft	LF	\$ 25.00		\$ -
Geo Temp Casing 3" Truck 0-050 Ft	LF	\$ 8.50	150	\$ 1,275.00
Geo Temp Casing 3" Truck 50-100 Ft	LF	\$ 10.25		\$ -
Geo Temp Casing 3" Truck 100-150 Ft	LF	\$ 12.25		\$ -
Geo Temp Casing 3" Truck 150-200 Ft	LF	\$ 15.00		\$ -

Item Description	Unit	Unit Price	Quantity	Total
488-Geo Temp Casing 3" Truck/Mud Bug 000-050 Ft	LF	\$ 10.30		\$ -
489-Geo Temp Casing 3" Truck/Mud Bug 050-100 Ft	LF	\$ 14.00		\$ -
490-Geo Temp Casing 3" Truck/Mud Bug 100-150 Ft	LF	\$ 17.50		\$ -
491-Geo Temp Casing 3" Truck/Mud Bug 150-200 Ft	LF	\$ 22.00		\$ -
483-Geo Temp Casing 3" Barge/Track/Amphibious 0-050 Ft	LF	\$ 14.50		\$ -
484-Geo Temp Casing 3" Barge/Track/Amphibious 50-100 Ft	LF	\$ 17.50		\$ -
485-Geo Temp Casing 3" Barge/Track/Amphibious 100-150 Ft	LF	\$ 20.00		\$ -
486-Geo Temp Casing 3" Barge/Track/Amphibious 150-200 Ft	LF	\$ 25.00		\$ -
463-Geo Rock Coring Truck/Mud Bug 000-050 Ft less than 4" ID	LF	\$ 45.00		\$ -
465-Geo Rock Coring Truck/Mud Bug 050-100 Ft less than 4" ID	LF	\$ 52.00		\$ -
467-Geo Rock Coring Truck/Mud Bug 100-150 Ft less than 4" ID	LF	\$ 60.00		\$ -
453-Geo Rock Coring Barge/Track/Amphibious 000-050 Ft less than 4" ID	LF	\$ 48.00		\$ -
455-Geo Rock Coring Barge/Track/Amphibious 050-100 Ft less than 4" ID	LF	\$ 64.00		\$ -
457-Geo Rock Coring Barge/Track/Amphibious 100-150 Ft less than 4" ID	LF	\$ 80.00		\$ -
459-Geo Rock Coring Barge/Track/Amphibious 150-200 Ft less than 4" ID	LF	\$ 94.00		\$ -
427-Geo Extra SPT Samples-Truck/Mud Bug 000-050 Ft	Each	\$ 71.00		\$ -
428-Geo Extra SPT Samples-Truck/Mud Bug 050-100 Ft	Each	\$ 71.00		\$ -
429-Geo Extra SPT Samples-Truck/Mud Bug 100-150 Ft	Each	\$ 85.00		\$ -
430-Geo Extra SPT Samples-Truck/Mud Bug 150-200 Ft	Each	\$ 85.00		\$ -
422-Geo Extra SPT Samples-Barge/Track/Amphibious 000-050 Ft	Each	\$ 71.00		\$ -
423-Geo Extra SPT Samples-Barge/Track/Amphibious 050-100 Ft	Each	\$ 71.00		\$ -
424-Geo Extra SPT Samples-Barge/Track/Amphibious 100-150 Ft	Each	\$ 85.00		\$ -
425-Geo Extra SPT Samples-Barge/Track/Amphibious 150-200 Ft	Each	\$ 85.00		\$ -
519-Geo Undisturbed Samples Truck/Mud Bug 000-050 Ft	Each	\$ 200.00		\$ -
520-Geo Undisturbed Samples Truck/Mud Bug 050-100 Ft	Each	\$ 200.00		\$ -
521-Geo Undisturbed Samples Truck/Mud Bug 100-150 Ft	Each	\$ 200.00		\$ -
522-Geo Undisturbed Samples Truck/Mud Bug 150-200 Ft	Each	\$ 200.00		\$ -
515-Geo Undisturbed Samples Barge/Track/Amphibious 000-050 Ft	Each	\$ 200.00		\$ -
516-Geo Undisturbed Samples Barge/Track/Amphibious 050-100 Ft	Each	\$ 200.00		\$ -
517-Geo Undisturbed Samples Barge/Track/Amphibious 100-150 Ft	Each	\$ 200.00		\$ -
518-Geo Undisturbed Samples Barge/Track/Amphibious 150-200 Ft	Each	\$ 200.00		\$ -
401-Geo Auger Borings- Hand & Truck/Mud Bug	LF	\$ 10.50	720	\$ 7,560.00
402-Geo Auger Borings- Track	LF	\$ 12.00		\$ -
432-Geo Field Permeability 0-10 Ft (Open - End Borehole Method)	Each	\$ 290.00		\$ -
Flagman and Barricades 2-Man Crew Own Equipment	Day	\$ 1,080.00	1	\$ 1,080.00
Muck/Clay Probing Unsuitable Soils 2-Man Crew	Day	\$ 1,080.00		\$ -
450-Geo Piezometer 2" 000-050 Ft	LF	\$ 44.00	30	\$ 1,320.00
445-Geo Grouted Monitor Well 2" 000-050 Ft	LF	\$ 6.25		\$ -
Piezometer Permit Costs(SWFWMD)	Each	\$ 250.00	1	\$ 250.00
403-Geo Backhoe (Owned)	Day	\$ 600.00		\$ -
416-Geo Dozer (Owned)	Day	\$ 800.00		\$ -
Airport Stand-by to Access Boring or Test Locations and Clean-up	Hour	\$ 210.00	4	\$ 840.00
407-Geo Chainsaw (Owned)	Day	\$ 28.00		\$ -

Item Description	Unit	Unit Price	Quantity	Total
415-Geo Double Ring Infiltration (ASTM D3385)	Each	\$ 525.00		\$ -
434-Geo Ground Penetrating Radar (GPR)	Hour	\$ 350.00	20	\$ 7,000.00
209-Asphalt Pavement Coring – 4" dia with Base Depth Check	Each	\$ 125.00		\$ -
210-Asphalt Pavement Coring – 4" dia without Base Depth Check	Each	\$ 110.00	2	\$ 220.00
211-Asphalt Pavement Coring – 6" dia with Base Depth Check	Each	\$ 125.00		\$ -
212-Asphalt Pavement Coring – 6" dia without Base Depth Check	Each	\$ 110.00		\$ -
305-Concrete Pavement Coring - 4" Dia	Each	\$ 110.00	3	\$ 330.00
306-Concrete Pavement Coring - 6" Dia	Each	\$ 110.00		\$ -
603-Mobilization Asphalt Coring equipment	Each	\$ 250.00	1	\$ 250.00
606-Mobilization Concrete Coring	Each	\$ 250.00		\$ -
812-Soils Materials Finer than 200 Sieve (FM 1-T011)	Test	\$ 42.00	12	\$ 504.00
817-Soils Moisture Content Laboratory (AASHTO T 265)	Test	\$ 10.00	8	\$ 80.00
821-Soils Particle Size Analysis (AASHTO T 88) (Including Hydrometer)	Test	\$ 131.00		\$ -
822-Soils Particle Size Analysis (AASHTO T 88) (No Hydrometer)	Test	\$ 67.00	2	\$ 134.00
805-Soils Corrosion Series (FM 5-550 through 5-553)	Test	\$ 175.00	8	\$ 1,400.00
825-Soils pH Soil or Water (FM 5-550)	Test	\$ 35.00		\$ -
829-Soils Resistivity Soil or Water (FM 5-551)	Test	\$ 46.00		\$ -
800-Soils Chloride Soil or Water (FM 5-552)	Test	\$ 46.00		\$ -
833-Soils Sulfate Soil or Water (FM 5-553)	Test	\$ 48.00		\$ -
819-Soils Organic Content Ignition (FM 1 T-267)	Test	\$ 42.00	6	\$ 252.00
Atterberg Limit Tests (AASHTO T-89 and T-90) Combined	Test	\$ 130.00	8	\$ 1,040.00
826-Soils Plastic Limit & Plasticity Index (AASHTO T 90)	Test	\$ 70.00		\$ -
811-Soils Liquid Limit (AASHTO T 89)	Test	\$ 60.00		\$ -
823-Soils Permeability Constant Head (AASHTO T 215)	Test	\$ 175.00		\$ -
824-Soils Permeability Falling Head (FM 5-513)	Test	\$ 175.00		\$ -
827-Soils Proctor Modified (FM 1-T 180)	Test	\$ 115.00		\$ -
828-Soils Proctor Standard (AASHTO T 99)	Test	\$ 111.00		\$ -
832-Soils Splitting Tensile Strength of Rock Cores (ASTM D3967)	Test	\$ 138.00		\$ -
838-Soils Unconfined Compression - Rock (ASTM D7012, Method C)	Test	\$ 138.00		\$ -
803-Soils Consolidation - Constant Strain (ASTM D4186)	Test	\$ 580.00		\$ -
804-Soils Consolidation - Extended Load Increments (AASHTO T216)	Test	\$ 50.00		\$ -
806-Soils Direct Shear Consolidated Drained/ Point AASHTO T 236	Test	\$ 250.00		\$ -
810-Soils Limerock Bearing Ratio (LBR)(FM 5-515)/CBR	Test	\$ 340.00	5	\$ 1,700.00
850-EDR Report	Each	\$ 500.00		\$ -
852-Organic Vapor Analyzer (OVA)	Day	\$ 150.00		\$ -
854-Handheld GPS	Per Day	\$ 80.34		\$ -
856-Field Sampling Kit (soil)	Each	\$ 75.00		\$ -
858-Field Sampling Survey Kit (water)	Each	\$ 75.00		\$ -
860-Power Auger Boring (includes decontamination to a depth of 25 feet)	Foot	\$ 11.90		\$ -
862-BTEX and MTBE (Method 8260)	Each	\$ 65.00		\$ -
864-Organochlorine Pesticides (Method 8081)	Each	\$ 100.00		\$ -
866-Organophosphorous Pesticides (Method 8141)	Each	\$ 125.00		\$ -
868-Chlorinated Herbicides (Method 8151)	Each	\$ 100.00		\$ -
870-Volatile Organics (Method 8260)	Each	\$ 95.00		\$ -
872-Volatile Organics BTEX/MTBE(Method 8260)	Each	\$ 60.00		\$ -
874-Semi-Volatiles (Method 8270)	Each	\$ 200.00		\$ -
876-Polyaromatic Hydrocarbons (Method 8270)	Each	\$ 100.00		\$ -
878-TPH Method FL-Pro	Each	\$ 65.00		\$ -
880-RCRA 8 Metals (Method 6010/7471)	Each	\$ 65.00		\$ -
882-RCRA Metals Individual (Method 6010/7471)	Each	\$ 9.00		\$ -
884-Mercury Individual (Method 6010/7471)	Each	\$ 25.00		\$ -
886-Ultr Low Trace Mercury GW Individual (Method 1631)	Each	\$ 75.00		\$ -
888-Arsenic (Method 6010/7471)	Each	\$ 9.00		\$ -
890-SPLP/TCLP Metals	Each	\$ 198.00		\$ -
892-Asbestos Samples	Each	\$ 15.00		\$ -
894-Polychlorinated Biphenals (8082)	Each	\$ 75.00		\$ -

Item Description	Unit	Unit Price	Quantity	Total
Chief Geotechnical Engineer	Hour	\$ 200.91	18	\$ 3,616.38
Chief Scientist	Hour	\$ 144.24		\$ -
Senior Geotechnical Engineer	Hour	\$ 176.85	46	\$ 8,135.10
Geotechnical Engineer	Hour	\$ 152.19	55	\$ 8,370.45
Engineer	Hour	\$ 115.44	69	\$ 7,965.36
Engineering Intern	Hour	\$ 83.67	115	\$ 9,622.05
Senior Scientist	Hour	\$ 123.84		\$ -
Sr Engineering Technician	Hour	\$ 87.00	46	\$ 4,002.00
Geotechnical Technician	Hour	\$ 70.44	46	\$ 3,240.24
Designer	Hour	\$ 91.74	46	\$ 4,220.04
Secretary/Clerical	Hour	\$ 101.67	18	\$ 1,830.06
Total Estimated Fee				\$ 110,554.68

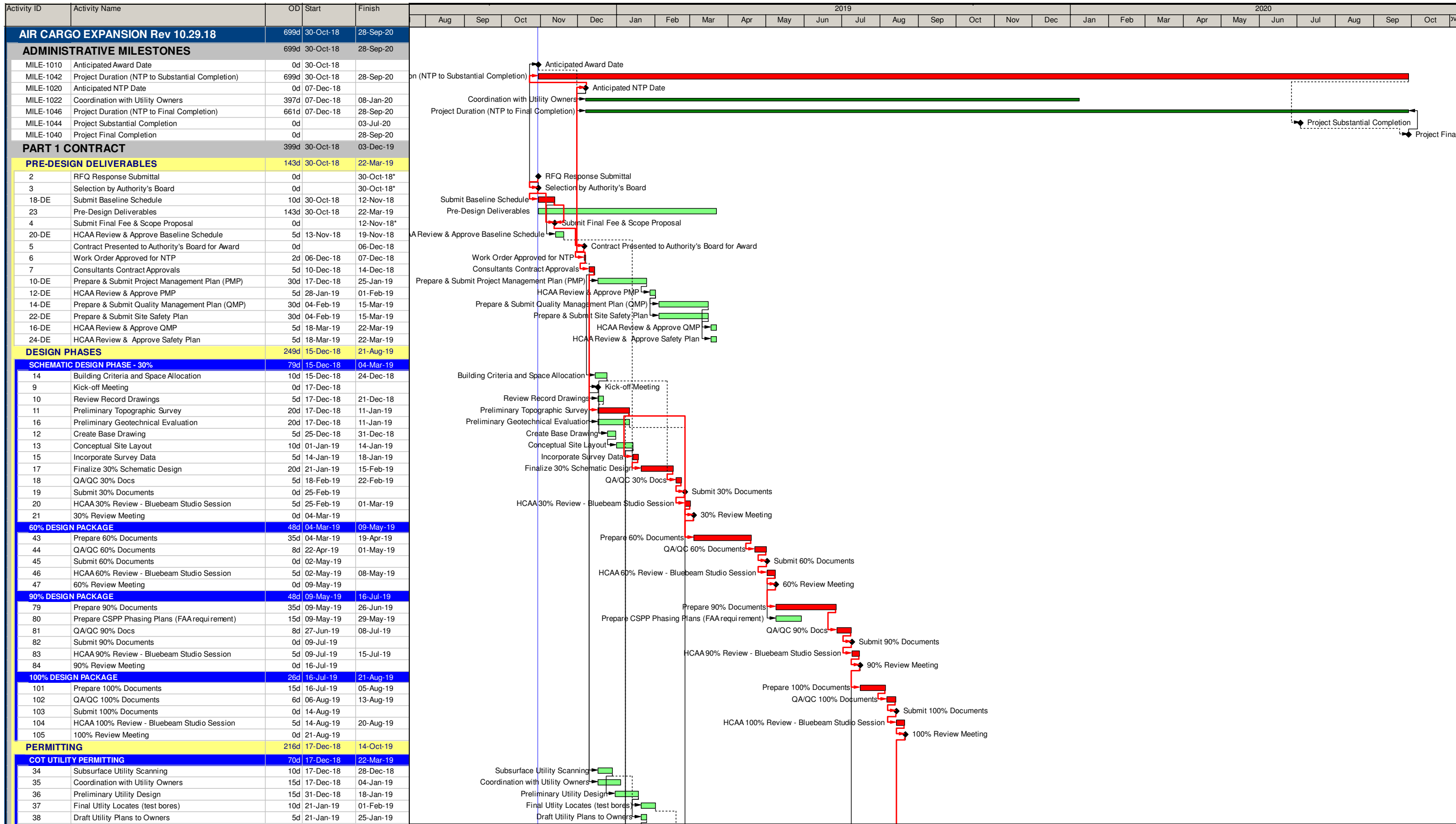
Part 1 GMP Staffing Plan

**HCAA Project No. 8240 19
Air Cargo Expansion**

Project: Air Cargo Expansion-UPS South Site

2018	2019												
DEC	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEP	OCT	NOV	DEC	
Design & Procurement Schedule													
Pre-Design Deliverables	Pre-Design Deliverables												
30% Schematic Design	30% Design Phase												
60% Design Package			60% Design Phase										
90% Design Package						90% Design Phase							
100% Design Package									100% Design Phase				
City of Tampa Utility Permitting	City of Tampa Utility Permitting												
SWFWMD Permitting	SWFWMD Permitting												
City of Tampa Building Permit								City of Tampa Building Permit					
Bid Packages & GMP Pricing				Bid Packages and GMP Pricing									

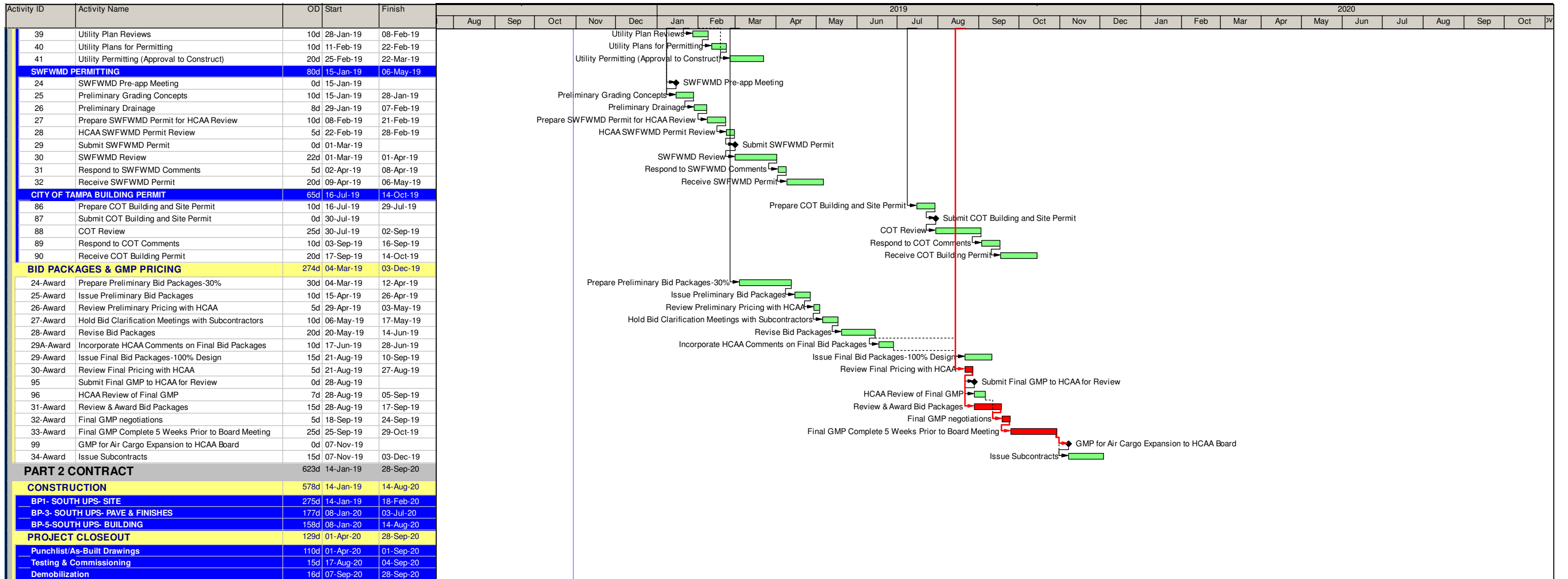
Staffing Plan- UPS Site Part 1 GMP (Design Support)													
The Middlesex Corporation													
Project Director	0.20	0.30	0.40	0.40	0.40	0.40	0.40	0.30	0.20	0.50	0.50	0.50	0.50
PM for Construction		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.07	0.07	0.20	0.20
Construction Superintendent		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.10	0.20
DB Coordinator		0.25	0.50	0.50	0.25	0.50	0.50	0.25	0.50	0.25	0.50	0.50	0.50
Field Admin	0.10	0.20	0.20	0.20	0.20	0.20	0.30	0.30	0.30	0.30	0.30	0.30	0.30
Procurement Manager			0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.20	0.20
Estimating Manager	0.02	0.02	0.02	0.05	0.05	0.05	0.05	0.05	0.05	0.03	0.03	0.00	0.00
Lead Estimator	0.02	0.02	0.02	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.06	0.00	0.00
Estimator			0.20		0.20	0.40			0.40	0.40	0.20	0.10	
Estimating Support					0.05	0.05			0.05	0.05	0.05		
Scheduler		0.20	0.05	0.05	0.05	0.10	0.05	0.05	0.05	0.10	0.05		
Safety Manager							0.01	0.01	0.01				
QC Manager						0.20	0.01	0.01					



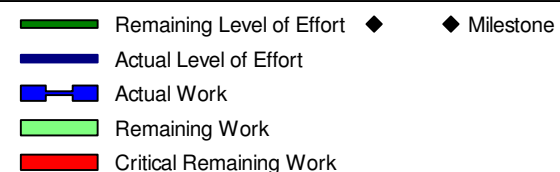
Data Date: 30-Oct-18
 Latest Project Finish: 28-Sep-20

- █ Remaining Level of Effort
- █ Actual Level of Effort
- █ Actual Work
- █ Remaining Work
- █ Critical Remaining Work
- ◆ Milestone





Data Date: 30-Oct-18
 Latest Project Finish: 28-Sep-20



The Middlesex Corporation
 AIR CARGO EXPANSION Rev 10.29.18
 Submittal Schedule Layout
 2of 2



Attachment 2
Contractual Insurance Terms and Conditions
(Revised 12/11/14)

PURPOSE: To establish the insurance terms and conditions associated with contractual insurance requirements. This Standard Procedure is applicable to all companies with Authority contracts. 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 Vice President of Facilities and Administration or designee.

INSURANCE COVERAGE:

A. Procurement of Coverage:

With respect to each of the required coverages, the company will, at the company's expense, procure, maintain and keep in force the amounts and types of insurance conforming to the minimum requirements set forth in the applicable contract. Coverages will be provided by insurance companies eligible to do business in the State of Florida and having an AM Best rating of A- or better and a financial size category of VII or better. Utilization of non-rated companies or companies with AM Best ratings lower than A- or a financial size category lower than VII may be approved on a case by case basis by Risk Management.

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. Completed operations coverage may be required to be maintained on specific commercial general liability policies effective on the date of substantial completion or the termination of the contract, whichever is earlier. 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 stated otherwise in the contract.

C. Reduction of Aggregate Limits:

If the aggregate limit is exhausted, the company will immediately take all possible steps to have it reinstated. The general liability policies shall include a per policy endorsement providing that the limits of such insurance specified in the contract shall

apply solely to the work under the contract without erosion of such limits by other claims or occurrences.

1. Cancellation Notice

Each of the insurance policies will be specifically endorsed to require the insurer to provide the Authority with 30 days written notice (or 10 days for non-payment of premium) prior to the cancellation of the policy. The endorsement will specify that such notice will be sent to:

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

D. No waiver by approval/disapproval:

The Authority accepts no responsibility for determining whether the company's insurance is in full compliance with the insurance required by the contract. Neither the approval by the Authority nor the failure to disapprove the insurance furnished by the company will relieve the company of their full responsibility to provide the insurance required by the contract.

E. Future Modifications – Changes in Circumstances:

1. Changes in Coverages and Required Limits of Insurance

The coverages 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 Authority, circumstances merit a change in such coverages or minimum limits of insurance required by the contract, the Authority may change the coverages and minimum limits of insurance required, and the company will, within 60 days of receipt of written notice of a change in the coverages and 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 coverages or minimum limits of insurance required will be made until at least two years after inception of the contract. Subsequent changes in the coverages or minimum limits of insurance will not be made until at least two years after any prior change unless extreme conditions warrant such change and are agreeable to both parties.

If, in the opinion of the Authority, compliance with the insurance requirements is not commercially practicable for the company, at the written request of the company, the Authority 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 company. Any such modification will be subject to the prior written approval of the Vice President of Facilities and Administration or designee, and subject to the conditions of such approval.

F. Proof of Insurance – Insurance Certificate:

1. Prior to Work, Use or Occupancy of Authority Premises

The company will not commence work, use or occupy Authority premises in connection with the contract until the required insurance is in force, preliminary evidence of insurance acceptable to the Authority has been provided to the Authority, and the Authority has granted permission to the company to commence work, use or occupy the premises in connection with the contract.

2. Proof of Insurance Coverage

As preliminary evidence of compliance with the insurance required by the contract, the company will furnish the Authority with a certificate(s) of insurance satisfactory to the Authority. This certificate must be signed by an authorized representative of the insurer. If requested by the Authority, the company will, within 15 days after receipt of written request from the Authority, provide the Authority, or make available for review, certificates of insurance, copies of required endorsements and/or a certified complete copy of the policies of insurance. The company may redact those portions of the insurance policies that are not relevant to the coverage required by the contract. The company will provide the Authority with renewal or replacement evidence of insurance, acceptable to the Authority, prior to expiration or termination of such insurance.

The insurance certificate must:

a. Indicate that, to the extent required by the contract:

- i. the Authority, members of the Authority's governing body, and the Authority's officers, volunteers and employees are included as Additional Insureds on all policies other than workers compensation and professional liability, and

- ii. the insurers for all policies have waived their subrogation rights against the Authority;
- 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 certificate holder 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.

G. Deductibles / Self Insurance:

1. All property and builders risk deductibles, as well as all self-insured retentions or any schemes other than a fully insured program, must be approved by the Vice President of Facilities and Administration or designee. The company agrees to provide all documentation necessary for the Authority to review the deductible or alternative program.
2. The company will pay on behalf of the Authority, or any member of the Authority's governing body or any officer or employee of the Authority, any deductible or self-insured retention (SIR) which, with respect to the required insurance, is applicable to any claim by or against the Authority, or any member of the Authority's governing body, or any officer or employee of the Authority.
3. The contract by the Authority to allow the use of a deductible or self-insurance program will be subject to periodic review by the Risk Manager. If, at any time, the Authority deems that the continued use of a deductible or self-insurance program by the company should not be permitted, the Authority may, upon 60 days written notice to the company, require the company to replace or modify the deductible or self-insurance in a manner satisfactory to the Authority.

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

H. Company's Insurance Primary:

The company's required insurance will apply on a primary basis. Any insurance maintained by the Authority will be excess and will not contribute to the insurance provided by or on behalf of the company.

I. Applicable Law:

With respect to any contract entered into by the Authority with a value exceeding \$10,000,000, if any required policy 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 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 in connection with claims arising out of work performed pursuant to the contract.

J. Waiver of Subrogation:

The company, 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 Authority, members of the Authority's governing body and the Authority's officers, volunteers and employees, for damages or loss to the extent covered and paid for by any insurance maintained by the company.

K. Company's Failure to Comply with Insurance Requirements:

1. Authority's Right to Procure Replacement Insurance

If, after the inception of the contract, the company 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 Authority provided by the contract, the Authority may, at its sole discretion, procure and maintain on behalf of the company, insurance which provides, in whole or in part, the required insurance coverage.

2. Replacement Coverage at Sole Expense of Company

The entire cost of any insurance procured by the Authority will be paid by the company. At the option of the Authority, the company will either directly pay the entire cost of the insurance or immediately reimburse the Authority for any costs incurred by the Authority including premium and a 15% administration cost.

a. Company to Remain Fully Liable

Except to the extent any insurance procured by the Authority actually provides the insurance coverage required by the contract, the company will remain fully liable for full compliance with the insurance requirements in the contract.

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

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



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

E-Verify Certification

Solicitation No. 18-411-031

Air Cargo Expansion

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

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

Company: _____ FID or EIN No.: _____

Address: _____ City/State/Zip: _____

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

Signature Title

Printed Name Date

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

Air Cargo Expansion
Authority Project No. 8240 19

ATTACHMENT 4 - CONSTRUCTION CONTRACT CLAUSES AIRPORT IMPROVEMENT PROGRAM

GENERAL REQUIREMENT FOR CONTRACTS.

Subject to the applicability criteria noted in the specific contract provisions, these contract provisions apply to all work performed on the Contract.

- A. Failure to comply with the terms of these contract provisions may be sufficient grounds to:
1. Withhold progress payments or final payment,
 2. Terminate the contract,
 3. Seek suspension/debarment, or
 4. Any other action determined to be appropriate by the sponsor or the FAA.

1.0 ACCESS TO RECORDS AND REPORTS

The Design-Builder must maintain an acceptable cost accounting system. The Design-Builder agrees to provide the Owner, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives, access to any books, documents, papers, and records of the Design-Builder which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Design-Builder agrees to maintain all books, records and reports required under this Contract for a period of not less than three years after final payment is made and all pending matters are closed.

2.0 AFFIRMATIVE ACTION REQUIREMENT

- A. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
- B. The goals and timetables for minority and female participation, expressed in percentage terms for the Design-Builder's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables

1. Goals for minority participation for each trade: Hillsborough and Pasco Pinellas Counties (17.9%); Hernando County (17.1%)
2. Goals for female participation in each trade (6.9%)

These goals are applicable to all of the Design-Builder's construction work (whether or not it is Federal or federally-assisted) performed in the covered area. If the Design-Builder performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Design-Builder is also subject to the goals for both federally funded and non-federally funded construction.

The Design-Builder's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training shall be substantially uniform throughout the length of the Contract, and in each trade, and the Design-Builder shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project, for the sole purpose of meeting the Design-Builder's goals, shall be a violation of the Contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

- C. The Design-Builder shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP), within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the Contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of subcontract; and the geographical area in which the subcontract is to be performed.
- D. As used in this notice and in the Contract resulting from this solicitation, the "covered area" is Hillsborough, Pinellas, Pasco, and Hernando Counties.

3.0 BREACH OF CONTRACT TERMS

Any violation or breach of terms of this Contract on the part of the Design-Builder or its subcontractors may result in the suspension or termination of this Contract or such other action that may be necessary to enforce the rights of the parties of this Contract.

Owner will provide Design-Builder written notice that describes the nature of the breach and corrective actions the Design-Builder must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Design-Builder until such time the Design-Builder corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Design-Builder must correct the breach. Owner may proceed with termination of the contract if the Design-Builder fails to correct the breach by deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

4.0 BUY AMERICAN PREFERENCE

The Design-Builder agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must complete and submit the appropriate Buy America certification included herein

(Section 00419 – Certificate of Buy American Compliance) with their bid or offer. The Owner will reject as nonresponsive any bid or offer that does not include a completed Certificate of Buy American Compliance.

Type of Certification is based on Type of Project:

There are two types of Buy American certifications.

- A. For projects for a facility, the Certificate of Buy American Compliance for Total Facility (Terminal or Building Project) must be submitted.
- B. For all other projects, the Certificate of Buy American Compliance Based for Manufactured Products (Non-building construction projects such as runway or roadway construction; or equipment acquisition projects) must be submitted.

5.0 CIVIL RIGHTS

The Design-Builder agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Design-Builder and subtier contractors from the bid solicitation period through the completion of the Contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program. In cases where Federal assistance provides, or is in the form of personal property; real property or interest therein; structures or improvements thereon, this provision obligates the party or any transferee for the longer of the following periods:

- A. The period during which the property is used by the airport Owner or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- B. The period during which the airport Owner or any transferee retains ownership or possession of the property.

6.0 CIVIL RIGHTS – TITLE VI ASSURANCES

A. Compliance with Nondiscrimination Requirements

During the performance of this Contract, the Design-Builder, for itself, its assignees, and successors in interest (hereinafter referred to as the “Design-Builder”) agrees as follows:

1. Compliance with Regulations:

The Design-Builder (hereinafter includes consultants) will comply with the Title VI List of

Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Contract.

2. Non-discrimination:

The Design-Builder, with regard to the work performed by it during the Contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Design-Builder will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:

In all solicitations, either by competitive bidding, or negotiation made by the Design-Builder for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Design-Builder of the Design-Builder's obligations under this Contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

4. Information and Reports:

The Design-Builder will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will 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 to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Design-Builder will so certify to the Owner or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance:

In the event of a contractor's noncompliance with the Nondiscrimination provisions of this Contract, the Owner will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Design-Builder under the Contract until the Design-Builder complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions:

The Design-Builder will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless

exempt by the Acts, the Regulations and directives issued pursuant thereto. The Design-Builder will take action with respect to any subcontract or procurement as the Owner or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Design-Builder becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Design-Builder may request the Owner to enter into any litigation to protect the interests of the Owner. In addition, the Design-Builder may request the United States to enter into the litigation to protect the interests of the United States.

B. Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this Contract, the Design-Builder, for itself, its assignees, and successors in interest (hereinafter referred to as the "Design-Builder") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

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

10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination 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;
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, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); and
12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

7.0 CLEAN AIR AND WATER. POLLUTION CONTROL

Design-Builder agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251-1387). The Design-Builder agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Design-Builder must include this requirement in all subcontracts that exceeds \$150,000.

8.0 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

A. Overtime Requirements.

No contractor or subcontractor contracting for any part of the Contract Work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph A of this clause, the Design-Builder and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph A of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph A of this clause.

C. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Design-Builder or subcontractor under any such contract or any other Federal contract with the same prime Design-Builder, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Design-Builder, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph B of this clause.

D. Subcontractors.

The Design-Builder or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs A. through D. and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The Design-Builder shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs A. through D. of this clause.

9.0 COPELAND "ANTI-KICKBACK" ACT

Design-Builder must comply with the requirements of the Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Design-Builder and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Design-Builder and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

10.0 DAVIS-BACON REQUIREMENTS

A. Minimum Wages

1. All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Design-Builder and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (A)(4) of this section; also, regular contributions made or costs incurred for more than a weekly

period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (A)(2) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Design-Builder and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

2. (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- a. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- b. The classification is utilized in the area by the construction industry; and
- c. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Design-Builder and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Design-Builder, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to

subparagraphs (A)(2) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

3. Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Design-Builder shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
4. If the Design-Builder does not make payments to a trustee or other third person, the Design-Builder may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the Design-Builder, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Design-Builder to set aside in a separate account assets for the meeting of obligations under the plan or program.

B. Withholding.

The Federal Aviation Administration or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Design-Builder under this Contract or any other Federal contract with the same Design-Builder, or any other Federally-assisted Contract subject to Davis-Bacon prevailing wage requirements, which is held by the same Design-Builder, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Design-Builder or any subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the Contract, the Federal Aviation Administration may, after written notice to the Design-Builder, Owner, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

C. Payrolls and basic records.

1. Payrolls and basic records relating thereto shall be maintained by the Design-Builder during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Design-Builder shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and

records which show the costs anticipated or the actual costs incurred in providing such benefits. Design-Builders employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

2. a. The Design-Builder shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the Contract, but if the agency is not such a party, the Design-Builder will submit the payrolls to the Owner, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The Design-Builder is responsible for the submission of copies of payrolls by all subcontractors. Design-Builders and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the Contract, but if the agency is not such a party, the Design-Builder will submit them to the applicant, Owner, or owner, as the case may be, for transmission to the Federal Aviation Administration, the Design-Builder, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime Design-Builder to require a subcontractor to provide addresses and social security numbers to the prime Design-Builder for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or Owner).
- b. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Design-Builder or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:
 - i. That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i) and that such information is correct and complete;
 - ii. That each laborer and mechanic (including each helper, apprentice and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3; and

- iii. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.
 - c. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (C)(2)(b) of this section.
 - d. The falsification of any of the above certifications may subject the Design-Builder or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.
 - 3. The Design-Builder or subcontractor shall make the records required under paragraph (C)(1) of this section available for inspection, copying or transcription by authorized representatives of the Owner, the Federal Aviation Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Design-Builder or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Design-Builder, Owner, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.
 - 4. Each month, the Design-Builder shall submit an updated signed sub-contractor listing to the Owner with its pay application. The sub-contractor listing shall accurately and completely list all active as well as inactive sub-contractors as of the pay application date. Active sub-contractors continue to perform work on the Project and have not submitted a final certified payroll. Inactive sub-contractors have completed work on the Project and have submitted a final certified payroll. Sub-contractors include all lower sub-tiers of all sub-contractors.
- D. Apprentices and Trainees.
- 1. Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Design-Builder as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above,

shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Design-Builder's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Design-Builder will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

2. Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Design-Builder will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
3. Equal Employment Opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

E. Compliance with Copeland Act Requirements.

The Design-Builder shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this Contract.

F. Subcontracts.

The Design-Builder or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Design-Builder shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

G. Contract Termination: Debarment.

A breach of the Contract clauses in paragraph A through J of this section may be grounds for termination of the Contract, and for debarment as a Design-Builder and a subcontractor as provided in 29 CFR 5.12.

H. Compliance With Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this Contract.

I. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this clause include disputes between the Design-Builder (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

J. Certification of Eligibility.

1. By entering into this Contract, the Design-Builder certifies that neither it (nor he or she) nor any person or firm who has an interest in the Design-Builder's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
2. No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
3. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

11.0 DEBARMENT AND SUSPENSION (NON-PROCUREMENT)

A. CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

B. CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must verify each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

12.0 DISADVANTAGED BUSINESS ENTERPRISE

The Owner’s award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR §26.53.

As a condition of bid/proposal responsiveness, the Bidder or Offeror must submit the following information with their bid/proposal on the forms provided herein:

- (1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- (2) A description of the work that each DBE firm will perform;
- (3) The dollar amount of the participation of each DBE firm listed under (1);
- (4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner’s project goal;
- (5) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR Part 26.

Contract Assurance (§ 26.13) - The Design-Builder or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Design-Builder shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Design-Builder 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 recipient deems appropriate which may include, but is not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages; and/or
4. Disqualifying the Design-Builder from future bidding as non-responsible.

Prompt Payment (§26.29) The prime Design-Builder agrees to pay each subcontractor under this Contract for satisfactory performance of its Contract no later than ten (10) days from the receipt of each payment the Design-Builder receives from Owner. The Design-Builder agrees further to return retainage payments to each subcontractor within ten (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 approval of the Owner. This clause applies to both DBE and non-DBE subcontractors.

13.0 DISTRACTED DRIVING

TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the Owner encourages the Design-Builder to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Design-Builder must include the substance of this clause in all sub-tier contracts exceeding \$3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

14.0 ENERGY CONSERVATION REQUIREMENTS

Design-Builder and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201*et seq.*).

15.0 EQUAL EMPLOYMENT OPPORTUNITY

EQUAL OPPORTUNITY CLAUSE

During the performance of this Contract, the Design-Builder agrees as follows:

- A. The Design-Builder will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Design-Builder will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The Design-Builder agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- B. The Design-Builder will, in all solicitations or advertisements for employees placed by or on behalf of the Design-Builder, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- C. The Design-Builder will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Design-Builder's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Design-Builder will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Design-Builder will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- F. In the event of the Design-Builder's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Design-Builder may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The Design-Builder will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (G) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Design-Builder will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however,* That in the event a Design-Builder becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Design-Builder may request the United States to enter into such litigation to protect the interests of the United States.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

- A. As used in these specifications:
 - 1. "Covered area" means the geographical area described in the solicitation from which this Contract resulted;

2. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
 3. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
 4. "Minority" includes:
 - a. Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - c. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);
 - d. Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - e. American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
- B. Whenever the Design-Builder, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this Contract resulted.
- C. If the Design-Builder is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Design-Builders shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
- D. The Design-Builder shall implement the specific affirmative action standards provided in paragraphs G.1 through G.16 of these specifications below. The goals set forth in the solicitation from which this Contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Design-Builder should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being

performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Design-Builder is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

- E. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Design-Builder has a collective bargaining agreement to refer either minorities or women shall excuse the Design-Builder's obligations under these specifications, Executive Order 11246 or the regulations promulgated pursuant thereto.
- F. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the Design-Builder during the training period and the Design-Builder shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.
- G. The Design-Builder shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Design-Builder's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Design-Builder shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:
 - 1. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Design-Builder's employees are assigned to work. The Design-Builder, where possible, will assign two or more women to each construction project. The Design-Builder shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Design-Builder's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - 2. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Design-Builder or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - 3. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Design-Builder by the union or, if referred, not employed by the Design-Builder, this shall be documented in the file with the reason therefore along with whatever additional actions the Design-Builder may have taken.
 - 4. Provide immediate written notification to the Director when the union or unions with which the Design-Builder has a collective bargaining agreement has not referred to the Design-Builder a minority person or female sent by the Design-Builder, or when the Design-Builder has other information that the union referral process has impeded the Design-Builder's efforts to meet its obligations.

5. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Design-Builder's employment needs, especially those programs funded or approved by the Department of Labor. The Design-Builder shall provide notice of these programs to the sources compiled under G.1 above.
6. Disseminate the Design-Builder's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Design-Builder in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
7. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
8. Disseminate the Design-Builder's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Design-Builder's EEO policy with other Design-Builders and subcontractors with whom the Design-Builder does or anticipates doing business.
9. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the Design-Builder's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Design-Builder shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
10. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a Design-Builder's workforce.
11. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
12. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to

seek or to prepare for, through appropriate training, etc., such opportunities.

13. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Design-Builder's obligations under these specifications are being carried out.
 14. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 15. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 16. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Design-Builder's EEO policies and affirmative action obligations.
- H. Design-Builders are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (G.1 through G.16). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the Design-Builder is a member and participant, may be asserted as fulfilling any one or more of its obligations under G.1 through G.16 of these specifications provided that the Design-Builder actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Design-Builder's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Design-Builder. The obligation to comply, however, is the Design-Builder's and failure of such a group to fulfill an obligation shall not be a defense for the Design-Builder's noncompliance.
- I. A single goal for minorities and a separate single goal for women have been established. The Design-Builder, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the Design-Builder has achieved its goals for women generally,) the Design-Builder may be in violation of the Executive Order if a specific minority group of women is underutilized.
- J. The Design-Builder shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- K. The Design-Builder shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
- L. The Design-Builder shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and

cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Design-Builder who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

- M. The Design-Builder, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 18.7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Design-Builder fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
- N. The Design-Builder shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
- O. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

16.0 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE) - 29 USC § 201, et seq.

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA) with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The Design-Builder has full responsibility to monitor compliance to the referenced statute or regulation. The Design-Builder must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

17.0 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES CERTIFICATION REGARDING LOBBYING

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder or offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement,

and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

18.0 PROHIBITION of SEGREGATED FACILITIES

- A. The Design-Builder agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Design-Builder agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.
- B. "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, 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, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.
- C. The Design-Builder shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

19.0 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Design-Builder must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Design-Builder retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Design-Builder must address any claims or disputes that pertain

to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

20.0 PROCUREMENT OF RECOVERED MATERIALS

Design-Builder and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this Contract and to the extent practicable, the Design-Builder and subcontractors are to use of products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- a) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or,
- b) The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/epawaste/consERVE/tools/cpg/products/.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

21.0 RIGHT TO INVENTIONS

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This Contract incorporates by reference the patent and inventions rights as specified within in the 37 CFR §401.14. Design-Builder must include this requirement in all sub-tier contracts involving experimental, developmental or research work.

22.0 SEISMIC SAFETY

In the performance of design services, the Design Professional has agreed to furnish a building design and associated construction specification that conform to a building code standard which provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Design Professional has agreed to furnish the Owner a “certification of compliance” that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

The Design-Builder agrees to ensure that all work performed under this contract, including work performed by subcontractors, conforms to a building code standard that provides a level of seismic safety substantially equivalent to standards established by the National Earthquake Hazards Reduction

Program (NEHRP). Local building codes that model their code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety.

23.0 TAX DELINQUENCY AND FELONY CONVICTIONS

CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The Design-Builder must complete the following two certification statements. The Design-Builder must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The Design-Builder agrees that, if awarded a contract resulting from this bid/proposal, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

- (1) The Design-Builder represents that it is () is not () a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- (2) The Design-Builder represents that it is () is not () a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If the Design-Builder responds in the affirmative to either of the above representations, the Design-Builder is ineligible to receive an award unless the Owner has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The Design-Builder therefore must provide information to the Owner about its tax liability or conviction, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before an award decision is made.

24.0 TERMINATION OF CONTRACT

Termination for Convenience (Construction & Equipment Contracts)

The Owner may terminate this Contract in whole or in part at any time by providing written notice to the Design-Builder. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the Design-Builder shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

1. Design-Builder must immediately discontinue work as specified in the written notice.
2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
3. Discontinue orders for materials and services except as directed by the written notice.
4. Deliver to the owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work and as directed in the written notice.

5. Complete performance of the work not terminated by the notice.
6. Take action as directed by the owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay Design-Builder for:

- a) completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
- b) documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;
- c) reasonable and substantiated claims, costs and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
- d) reasonable and substantiated expenses to the contractor directly attributable to Owner's termination action

Owner will not pay Design-Builder for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner's termination action.

The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

Termination for Default (Construction)

Section 80-09 of FAA Advisory Circular 150/5370-10 establishes conditions, rights and remedies associated with Owner termination of this Contract due default of the Design-Builder.

25.0 TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror -

1. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
2. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S firms as published by the U.S.T.R.; and
3. has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

The Offeror/Design-Builder must provide immediate written notice to the Owner if the Offeror/Design-Builder learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Design-Builder must require subcontractors provide immediate written notice to the Design-Builder if at any time it learns that its certification was erroneous by reason of changed circumstances

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- (1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
- (2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
- (3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Design-Builder or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

26.0 VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Design-Builder and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

END OF ATTACHMENT