



HILLSBOROUGH COUNTY AVIATION AUTHORITY

PART 1 CONTRACT FOR DESIGN-BUILD SERVICES

BETWEEN

HILLSBOROUGH COUNTY AVIATION AUTHORITY

AND

DPR CONSTRUCTION, A GENERAL PARTNERSHIP

PROJECT NOS. 8430 22, 6835 21 and 6715 20

BAG CLAIM LEVEL, CEILING, CARPET AND LED
SIGNAGE REPLACEMENT

DATED: APRIL 5, 2022

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 5TH day of April, 2022 by and between the Hillsborough County Aviation Authority, a public body corporate under the laws of the State of Florida, hereinafter referred to as the "Owner," and DPR Construction, A General Partnership, a Florida Corporation, authorized to do business in the State of Florida, hereinafter referred to as the "Design-Builder".

For the following Project:

Bag Claim Level Ceiling, Carpet and LED Signage Replacement

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

M. Arthur Gensler Jr. & Associates, Inc.

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

VoltAir Consulting Engineers, LLC
Walter P. Moore and Associates, Inc.
TLC Engineering Solutions, Inc.
Horton Lees Brogden Lighting Design, Inc.
Construction Moisture Consulting, Inc.

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

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 September 2, 2021, entitled “Request for Qualifications for Bag Claim Level Ceiling, Carpet and LED Signage Replacement at Tampa International Airport”, which is incorporated by reference herein, and the Design-Builder’s fee and scope proposal dated March 23, 2022, entitled “Project: 8430 22 Bag Claim Level Ceiling Replacement, 6715 20 Bag Claim Level Carpet Replacement, 6835 21 Baggage Belt LED Signage Replacement,” 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 Brian Robbins, whose business address is 2002 North Tampa St. Suite 100, Tampa, FL 33602 to serve as the Project Director. The Project Director will be authorized and responsible to act on behalf of the Design-Builder with respect to directing, coordinating and administering all aspects of the services to be provided and performed under this Contract. Design-Builder designates Scott Patrick Lyons, whose title is Central Florida Business Unit Leader, whose business address is 315 E Robinson St., Suite 100 | Orlando, FL, 32801 and who will have full authority to bind and obligate the Design-Builder on all matters arising out of or relating to this Contract. In addition, Design-Builder designates Brian Robbins, whose title is Business Project Director, whose business address is 2002 North Tampa St. Suite 100, Tampa, FL 33602, and who will have full authority to bind and obligate the Design-Builder on all matters arising out of or relating to Amendments to this Contract. The Design-Builder agrees that the Project Director will devote whatever time is required to satisfactorily manage the services to be provided and performed by the Design-Builder hereunder. Any replacement of the Project Director will be subject to the prior approval and acceptance of the Owner.

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

will be identified as an intended third party beneficiary of the agreements between Design-Builder and the design professionals.

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

such coordination will be brought to the attention of the Owner who will direct the affected parties accordingly.

- 1.2.11 The Design-Builder is required to hire a qualified consultant for the design phase of the Project.
- 1.2.12 All services provided under this Contract will be in accordance with the FAA's Airport Improvement Program (AIP) requirements.

1.3 BASIC SERVICES

- 1.3.1 The Basic Services to be performed must commence on the date established in an executed work order and must be completed in accordance with Design-Builder's fee and scope proposal. Work orders are intended to be discrete working documents that will provide, in summary form, the background and factual context within which a particular work element or series of work elements will be completed by the Design-Builder. Each work order will include a scope of services, level of effort and related costs. Work orders will be construed to be in addition to, supplementary to, and consistent with the provisions of the Design-Builder's fee and scope proposal. Upon request by the Owner, Design-Builder will prepare and submit a work order to the Owner for review and approval. Work order forms will be provided by the Owner along with a detailed outline of design deliverables. Contracts involving multiple project numbers or airport locations will require work orders to identify basic services and reimbursement expense amounts per project and/or location. Supporting backup of the work classification, raw rates, overhead and weighted rate calculation will be submitted in Excel format when the work order is submitted.
- 1.3.2 The Design-Builder will provide a preliminary evaluation of the Owner's Project and Project budget requirements, each in terms of the other.
- 1.3.3 The Design-Builder will visit the Project site, become familiar with the local conditions, and correlate observable conditions with the requirements of the Owner's Project, schedule, and budget.
- 1.3.4 The Design-Builder will review laws applicable to design and construction of the Project, correlate such laws with the Owner's Project requirements and advise the Owner if any Project requirement may cause a violation of such laws. Necessary changes to the Owner's Project will be accomplished by appropriate written modification or disclosed as described in Paragraph 1.3.6. For the plans, specifications, construction contract documents, and any and all other engineering, construction and contractual documents produced by the Design-Builder, the Design-Builder will certify that:

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

1.3.4.2 The plans, specifications, construction contract documents, and any and all other engineering, construction and contractual documents shall be consistent with the intent of the Project as defined in the FDOT Public Transportation Grant Agreement.

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

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

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

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

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

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

1.4 ADDITIONAL SERVICES

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

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

**ARTICLE 2
OWNER**

2.1 RESPONSIBILITIES

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

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

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

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

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

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

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

3.3 Chapter 119, Fla. Statutes Requirement

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

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

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

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

**ARTICLE 4
TIME**

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

**ARTICLE 5
PAYMENTS**

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

- 5.3 With the exception of the month of September, all applications for payment will be submitted to the 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.

6.7 The Design-Builder agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

ARTICLE 7 DISPUTE RESOLUTION

7.1 CLAIMS AND DISPUTES

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

7.1.2 If for any reason the Design-Builder believes that additional cost or Contract time is due to the Design-Builder for work not clearly provided for in this Contract, or previously authorized changes in the work, the Design-Builder must notify the Owner in writing within the required ten calendar day notice period of its intention to claim such additional cost or Contract time. The Design-Builder must maintain strict accounting of all actual cost and/or time associated with the claim, in such detail as may be required by Owner. The failure to give proper notice as required herein will constitute a waiver of said claim.

7.1.3 Written notice of intention to claim must be made within ten calendar days after the claimant first recognizes the condition giving rise to the claim or before the Work begins on which the Design-Builder bases the claim, whichever is earlier.

7.1.4 When the Work on which the claim for additional cost or Contract time is based has been completed, the Design-Builder will, within ten calendar days, submit Design-Builder's written claim, together with all supporting documentation required by Owner, to the Owner. Such claim by the Design-Builder, and the fact that the Owner has kept strict accounting of the actual cost and/or time associated with the claim, will not in any way be construed as proving or substantiating the validity of the claim.

7.1.5 Pending final resolution of a claim, unless otherwise agreed in writing, the Design-Builder will proceed diligently, as directed by Owner, with performance of this

Contract and maintain effective progress to complete the Work within the Contract time(s) set forth in the Contract Documents.

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

7.2 RESOLUTION OF CLAIMS AND DISPUTES

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

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

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

ARTICLE 8 TERMINATION OF THE CONTRACT

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

compensation from the Owner, including but not limited to, damages or lost or anticipated profits on portions of the Work not performed.

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

ARTICLE 9
BASIS OF COMPENSATION

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

The amount for the performance of Basic Services required under this Contract and costs identified as reimbursable expenses will be in a not to exceed amount of Two Million Four Hundred Thousand Nine Hundred Twenty Four and No One Hundredth Dollars (\$2,400,924), which includes all fees for subconsultants.

9.1 COMPENSATION FOR BASIC SERVICES

9.1.1 For Basic Services, compensation will be as follows:

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

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

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

9.1.4 Invoiced amounts will be based on the lesser of actual or agreed upon Design-Builder's, design professionals' and subconsultants' hourly billing rates included in their submitted and agreed upon rate tables. The hourly billing rates will be multiplied by their actual

time billed to the Project as substantiated by backup acceptable to the Owner and supported by monthly progress reports. The rate tables will include the Design-Builder's, design professionals' and subconsultants' following:

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

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

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

- 9.1.5 Invoiced amounts for multiple projects or multiple locations must be identified per project and/or location.
- 9.1.6 All subconsultant and subcontractor contracts must be submitted at time of billing. Subconsultant and subcontractor contracts must include a provision providing the Owner the same rights to audit all of Design-Builder's subconsultant and subcontractor contracts entered into by the Design-Builder to effect Project completion.
- 9.1.7 A Rate & Hour Verification form (PD 84) based on the agreed upon rate tables in Excel format listing the employee's name, employee's classification and employee's raw rate must be submitted with the Design-Builder's invoice submittal. If there are changes such as new employees, new classification or new raw rate, then an updated rate table spreadsheet in Excel format is required to be submitted. Changes to the agreed upon rate tables must be indicated on the PD 84 and must be approved by the Owner.
- 9.1.8 Basic services invoices that are submitted with a Design-Builder's invoice that are older than 90 days before the submission date may be reimbursed in the sole discretion of the Owner.
- 9.1.9 Timesheets are required as supporting backup for all basic services invoice amounts. Hours billed must be clearly identified.
- 9.1.10 Overtime for all basic services must be pre-approved by the Owner.
- 9.1.11 Basic services must be organized using standard separators to identify the basic services being billed.

- 9.1.12 Rebalancing between tasks or fees must be requested with the first overage billing, along with an explanation for the overage and confirmation that the total Contract amount will not be exceeded. Proposed supporting sheets are to be submitted at the request for rebalancing.
- 9.1.13 All permit requirements, acceptable deliverables and badges are required to be submitted seven days before submission of a final professional service invoice.
- 9.1.14 If deficiencies are found, a standard deficiency e-mail will be sent to the Design-Builder to resolve. Design-Builder will have 24 hours to resolve such deficiency. If the deficiency is not resolved within that time, the Design-Builder's invoice will be returned.
- 9.1.15 Owner has the right to withhold payment for amounts in dispute in any invoice. All undisputed amounts in any invoice shall be paid in accordance with applicable law and this Contract.

9.2 COMPENSATION FOR ADDITIONAL SERVICES

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

9.3 REIMBURSABLE EXPENSES

- 9.3.1 Reimbursable expenses will be supported by submitted and approved invoices.
- 9.3.2 The Design-Builder will be reimbursed at cost for all expenses (provided that travel and subsistence will be reimbursed in accordance with the Owner approved travel plan), 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 may be reimbursed in the sole discretion of the Owner.
- 9.3.2.12 Mileage within the Tri-County Area (Hillsborough, Pinellas, Pasco) will not be reimbursed. Mileage is part of travel which must be pre-approved by the Owner.
- 9.3.2.13 Original or legible copies of receipts/invoices that have not been altered are required for reimbursement. Receipts/Invoices must be identified by

employee and employer, and include justification of expense.

- 9.3.2.14 Equipment purchased for and paid by the Owner must be identified when being paid so that an Asset Tag can be attached to that equipment. A detail listing in Excel format must be submitted with the invoice when equipment is purchased.
- 9.3.2.15 The following expenses shall not be reimbursable:
 - 9.3.2.15.1 Purchases of alcohol.
 - 9.3.2.15.2 Meals for Owner or local consultant staff members.
 - 9.3.2.15.3 Unreasonable photocopying costs or any photocopying costs for administrative and billing work.
 - 9.3.2.15.4 Clerical, secretarial or general administrative time with the exception of technical typing of specifications or technical reports and personnel assigned to Design-Builder's field office.
 - 9.3.2.15.5 Computer system time for any design or administrative work.
 - 9.3.2.15.6 Interest expenses.
 - 9.3.2.15.7 Any type of markup over the actual cost of any item otherwise reimbursable, unless specifically agreed to elsewhere.
 - 9.3.2.15.8 Expendable supplies unless authorized in advance by the Owner.
 - 9.3.2.15.9 Entertainment and personal expenses of any kind.
 - 9.3.2.15.10 Costs incurred by the Design-Builder as a result of, or to cure, any breach or violation of this Contract.
 - 9.3.2.15.11 Any part of the Design-Builder's capital expenses.
 - 9.3.2.15.12 Amounts required to be paid by Design-Builder for federal, state or local income or franchise taxes.
 - 9.3.2.15.13 Costs of subconsultants not pre-approved in writing by Owner.
 - 9.3.2.15.14 Costs to comply with Article 6.

- 9.3.2.15.15 Unless pre-approved in writing by the Owner, time spent in travel.
- 9.3.2.16 No front loading on Progress Payments is allowed. Progress Payments are limited to the actual invoiced amounts.
- 9.3.2.17 Reimbursable expenses must be presented as a package organized in the following manner: Reimbursement Tracking Form, Reimbursement Matrix Sheet, actual invoices identifying item numbers and the matrix identifier as it appears on the Reimbursement Matrix Sheet and Reimbursement Tracking Form. This package should be secured by a clip or staple. The Reimbursement Tracking Form is required to be submitted electronically in Excel format, as is the supporting documentation for the submitted Design-Builder's Invoice.
- 9.3.2.18 Rebalancing between tasks or fees must first be requested with the first overage billing, along with an explanation for the overage and confirmation that the total contract amount will not be exceeded. Proposed supporting sheets are to be submitted at the request for balancing.
- 9.3.2.19 All permit requirements, acceptable deliverables and badges are required to be submitted seven days before submission of a final Design-Builder's invoice.
- 9.3.2.20 If deficiencies are found, a standard deficiency e-mail will be sent to the Design-Builder to resolve within 24 hours. If the deficiency is not resolved within that time, the Design-Builder's invoice will be returned.

9.4 INVOICES AND RECORDS

- 9.4.1 Invoices for services must be submitted by the twenty-fifth of each month. Invoices, verified to the satisfaction of the Owner, will be paid by the twenty-fifth of the following month. The Design-Builder will submit with each invoice two originals and two copies of a detailed accounting of the value of Work performed to date by certified 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 REQUIREMENTS

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

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

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

ARTICLE 11 INDEMNITY

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

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

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

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

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

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

- 11.3 If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by Fla. Stat. § 725.06(2)-(3) or Fla. Stat. § 725.08, then with respect to the part so limited, Design-Builder agrees to the following: To the maximum extent permitted by Florida law, Design-Builder will indemnify and hold harmless the Owner, its members, officers, agents, employees, and volunteers from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fee, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Design-Builder and persons employed or utilized by the Design-Builder in the performance of this Contract.
- 11.4 If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by Fla. Stat. § 725.06(1) or any other applicable law, then with respect to the part so limited the monetary limitation on the extent of the indemnification shall be the greater of the (i) monetary value of this Contract, (ii) coverage amount of Commercial General Liability Insurance required under this Contract or (iii) \$1,000,000.00. Otherwise, the obligations of this Article will not be limited by the amount of any insurance required to be obtained or maintained under this Contract.

- 11.5 In addition to the requirements stated above, to the extent required by FDOT Public Transportation Grant Agreement and to the fullest extent permitted by law, the Design-Builder shall indemnify and hold harmless the State of Florida, FDOT, including the FDOT's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Design-Builder and persons employed or utilized by the Design-Builder in the performance of this Contract. This indemnification in this paragraph shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida's and FDOT's sovereign immunity.
- 11.6 Design-Builder's obligations to defend and indemnify as described in this Article will survive the expiration or earlier termination of this Contract until it is determined by final judgment that any suit, claim or other action against the Owner, its members, officers, agents, employees, and volunteers is fully and finally barred by the applicable statute of limitations or repose.
- 11.7 Nothing in this Article or Contract will be construed as a waiver of any immunity from or limitation of liability the Owner, or its members, officers, agents, employees, and volunteers may have under the doctrine of sovereign immunity under common law or statute.
- 11.8 The Owner and its members, officers, agents, employees, and volunteers reserve the right, at their option, to participate in the defense of any suit, without relieving Design-Builder of any of its obligations under this Article.
- 11.9 If the above Article 11.1-11.8 or any part of Article 11.1-11.8 is deemed to conflict in any way with any law, the Article or part of the Article will be considered modified by such law to remedy the conflict.

ARTICLE 12 SUCCESSORS AND ASSIGNS

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

- 12.3 The Owner reserves the right to transfer its interests herein to any other governmental body authorized by law to operate the airport.

**ARTICLE 13
TRUTH IN NEGOTIATIONS**

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

**ARTICLE 14
PROHIBITION AGAINST CONTINGENT FEES**

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

**ARTICLE 15
PROHIBITED INTEREST**

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

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

**ARTICLE 16
CONTRACT MADE IN FLORIDA**

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

ARTICLE 17
RESTRICTED VENDOR LISTS

- 17.1 A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Design-Builder, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- 17.2 A person or affiliate who has been placed on the discriminatory vendor list kept by the Florida Department of Management Services may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Design-Builder, supplier, subcontractor, or consultant under a contract with any public entity and may not transact business with any public entity as provided in Section 287.134, Florida Statutes.
- 17.3 An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by FDOT to be a non-responsible contractor, may not perform work under this Contract.

ARTICLE 18
NON-DISCRIMINATION

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

covers any activity, project, or program set forth in Appendix B of 49 CFR part 21. During the performance of this Contract, Design-Builder, for itself, its assignees, and successors in interest agrees to comply with the following nondiscrimination statutes and authorities, including but not limited to:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18.1.5 In the event of the Design-Builder's non-compliance with the non-discrimination provisions of this Contract, the Owner will impose such contractual sanctions as it or the FAA may determine to be appropriate, including, but not limited to, withholding of payments to the Design-Builder

under this Contract until the Design-Builder complies, and/or cancellation, termination or suspension of this Contract, in whole or in part.

18.1.6 The Design-Builder will include the provisions of Paragraphs 18.1.1 through 18.1.5 in every subcontract and subconsultant contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Design-Builder will take such action with respect to any subcontract or procurement as the Owner or the FAA may direct as a means of enforcing such provisions, including sanctions for non-compliance. Provided, however, that in the event the Design-Builder becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Design-Builder may request the Owner to enter into such litigation to protect the interests of the Owner and, in addition, the Design-Builder may request the United States to enter into such litigation to protect the interests of the United States.

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

ARTICLE 19 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 19.1% 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-Builder 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-Builder 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/UNAUTHORIZED ALIENS

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

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

**ARTICLE 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.

**ARTICLE 26
LOBBYING**

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

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**ARTICLE 27
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 _____, 2022.

**DPR CONSTRUCTION, A GENERAL
PARTNERSHIP**

By: _____

Title: _____

Print Name

Print Address

Signed, sealed, and delivered
in the presence of:

Witness

Print Name

Witness

Print Name

Notary for DPR Construction, A General Partnership

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2022,
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

Bag Claim Level Ceiling, Carpet and LED Signage Replacement
Project Nos. 8430 22, 6715 20 and 6835 21

By the Authority this _____ day of _____, 2022.

HILLSBOROUGH COUNTY AVIATION AUTHORITY

(Affix Corporate Seal)

By: _____
Gary W. Harrod, Chairman

ATTEST:

Jane Castor, Secretary

Signed, sealed, and delivered
in the presence of:

Witness

Print Name

Witness

Print Name

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

By: _____
Michael Kamprath, Assistant General Counsel

Notary for Hillsborough County Aviation Authority

**STATE OF FLORIDA
COUNTY OF HILLSBOROUGH**

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by Gary W. Harrod, in the capacity of Chairman, and by Jane Castor in the capacity of Secretary, Hillsborough County Aviation Authority, an independent special district under the laws of the State of Florida, on its behalf. They are personally known to me and they did not take an oath.

Signature of Notary

Print, Type, or Stamp Commissioned Name of Notary



March 23, 2022

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

Project: 8430 22 Bag Claim Level Ceiling Replacement, 6715 20 Bag Claim Level Carpet Replacement, 6835 21 Baggage Belt LED Signage Replacement

The development of this scope document is based on the Owner's Request for Qualifications for Bag Claim Level Ceiling, Carpet and LED Signage Replacement dated 09/02/2021 and is intended to add additional clarification to DPR's response to the RFQ. This information is commonly referred to herein as "BOD Package";

Project Understanding:

This Project includes preconstruction and design of the baggage claim level ceilings and associated systems, carpet, and the above bag belt LCD monitors. Includes the replacement of the existing ceiling systems and associated drywall soffits, ceiling-mounted components, i.e., HVAC supply and returns grills, fire sprinklers, and fire alarm. The Project includes the replacement of above ceiling variable air volume boxes, dual-duct boxes and the upgrade of lighting systems to LED. Included is the addition, deletion, or refurbishment of the wayfinding signage system, removal of abandoned above ceiling MEP systems, and remediation of above ceiling walls.

Scope of Services – Construction Manager Preconstruction Services

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

30% Schematic Design Phase -

- Negotiate and prepare subcontract agreements with Design-Build team subconsultants
- Project Kick-off Meeting with the Authority to review:
 - The Authority's goals and objectives.
 - Communication procedures with Owner; identify roles and responsibilities of Authority and design team members, decision makers and stakeholders.
 - The scope of the Project and identify critical areas that will determine a successful outcome.
 - Project schedule and budget
 - Initial schedule of meetings and presentations in Owner provided PowerPoint template
- Facilitate Internal Design-Build Team Kick-off & Recurring Meetings
- Develop Project accounting procedures
- Develop the Project safety plan
- Lead and Participate in Regular Weekly Design Coordination Meetings (DB Team & Owner)
- Review of as-builts and field verification of existing systems
- Site walks with facilities and other stakeholders
- Laser Scanning above ceiling in the baggage claim.
- Review of current ceiling concept. If applicable, explore alternative design options.
- Provide Regular Constructability Feedback / Review of Design
- Develop Preliminary Project Schedule and update regularly
- Develop site logistics plan
- Develop construction phasing plans
- Lead recurring BIM coordination and QA/QC effort
- Local Subcontractor Outreach and Project Marketing/Prequalification of Trade Partner Community including W/MBE outreach.
- Develop Solicitation list for subs and vendors
- Identify proprietary systems and required vendors
- Preliminary Project Cost Modeling / Budget Validation of BOD
- Budget Update at completion of 30% SD phase
- QA / QC of 30% package and provide proof of QA/QC as a deliverable at completion of all milestone submittal phases
- Prepare presentations and present to Owner's Executive Team.

60% Design Development –

- Lead / Participate in Regular Weekly Design Coordination Meetings (DB Team & Owner)
- Cost feedback on materials / concepts and their influence on estimate (not entire estimate update)



- Provide Regular Constructability Feedback / Review of Design
- Maintain and expand the Project safety plan
- Maintain and expand site logistics plan
- Maintain and expand construction phasing plans
- Preapplication Plan Review Meeting (PPR) with the City of Tampa
- Lead recurring BIM coordination and QA/QC effort
- Further development of Project schedule
 - Review Owner commissioning criteria and incorporate where appropriate
 - Review Owner criteria document and incorporate where appropriate
 - Analysis of Key Materials and their lead time which may influence schedule/phasing
- Local Subcontractor Outreach and Project Marketing/Prequalification of Trade Partner Community including W/MBE outreach.
- Prepare bid packages
- Budget Update at completion of 60% DD phase
- QA / QC of 60% package and provide proof of QA/QC as a deliverable at completion of all milestone submittal phases

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

- Lead / Participate in Regular Weekly Design Coordination Meetings (DESIGN-BUILD Team & Owner)
- Provide Regular Constructability Feedback / Review of Design
- Lead recurring BIM coordination and QA/QC effort
- QA / QC of 90% and 100% packages and provide proof of QA/QC as a deliverable at completion of all milestone submittal phases
- BIM verification of existing conditions
- Maintain and expand the Project safety plan
- Maintain and expand site logistics plan
- Maintain and expand construction phasing plans
- Further development of Project schedule
 - Review Owner commissioning criteria and incorporate where appropriate
 - Review Owner criteria document and incorporate where appropriate
 - Analysis of Key Materials and their lead time which may influence schedule / phasing
- Local Subcontractor Outreach and Project Marketing / Prequalification of Trade Partner Community including W/MBE outreach.
- Assistance in Design Team's submittal of Permit Docs
- Develop, Present and Confirm Bid Documents including;
 - Bidders List
 - Project Schedule
 - Scopes of Work
 - Phasing Plans
- Facilitate Bidding & GMP Development
- GMP Presentation

Clarifications / Exclusions:

- LEED / Sustainability certification
- Conveyor modifications

In addition to subcontracting lead designer Gensler, DPR will subcontract the following services for the Project:

Digital Building Services, LLC

Scope: Digital Building Services, LLC as a consultant to provide laser-scanning and as-built documentation

8430 22 Bag Claim Level Ceiling Replacement

30% Schematic Phase

- Off-peak hour laser-scanning of above-ceiling cavity of the proposed work area on the Baggage Claim Level. This model will help better identify above ceiling system and structure locations and elevations.
- Remove & replace ceiling tile as required to support the laser-scanning operation
- Convert laser scan to Revit model at LOD300
- Pre-scan & post scan meetings with design-build as required for coordination.

Design Deliverables

- 2020 Revit Model
- Point cloud data



Ariel Business Group

Scope: Ariel will provide diversity inclusion services for DPR

8430 22 Bag Claim Level Ceiling Replacement, 6715 20 Bag Claim Level Carpet Replacement, 6835 21 Baggage Belt LED Signage Replacement

Disadvantaged Business (DBE) Enterprise Consultant Responsibilities: As the DBE Consultant, Ariel will provide diversity inclusion services for DPR. The services include assisting with DBE subcontractor identification and outreach, development, and implementation of DBE bid strategy during all phases of design and preconstruction. Ariel will assist with scope development and matching with DBE firms, assisting 1st tier bidders with identification of DBE sub-tier subcontractors and suppliers, assisting with development of DBE inclusion language in bid documentation and process, verification of DBE subcontractor status, participating in pre-award subcontractor scoping meetings, assisting with referral of DBE subcontractors to appropriate financing, bonding and DBE certifying agencies as well as reviewing, monitoring, and maintaining appropriate reporting forms for the Authority.

OHC Environmental

HCAA Project No. 8430 22, Bag Claim Level Ceiling Replacement, HCAA Project No. 6715 20, Bag Claim Level Carpet Replacement, HCAA Project No. 6835 21, Bag Claim Level LED Signage Replacement

Scope of Services: Conduct a NESHAP Demolition Asbestos and lead paint survey of Baggage Claim area. The survey will be limited to removal and replacement of the existing ceilings including MEPFP systems in the baggage claim area.

- OHC will conduct a thorough asbestos NESHAP inspection of all suspect materials within the affected areas of the structures.
- OHC will document the existing condition of the ACM and potential for future damage in accordance with AHERA;
- OHC will document the location and quantity of each homogenous area within the building;
- OHC will collect photographic documentation of each homogenous area tested;
- OHC will prepare floor diagrams indicating the location of each sample collected;
- OHC will perform a lead-based paint (LBP) inspection following a modified HUD protocol using paint chip sampling as needed. OHC will sample the deteriorated paint in the warehouse area.
- OHC will prepare a comprehensive report with the findings of the asbestos and LBP and Lead containing paint inspection.

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

Best Regards,

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

Brian Robbins, Project Director
DPR Construction



March 23, 2022

Brian Robbins
DPR Construction
Height Union East
2002 N Tampa Street
Tampa FL 33602

Subject: Tampa International Airport Bag Claim Level Renovation:

- HCAA Project No. 8430 22, Bag Claim Level Ceiling Replacement
- HCAA Project No. 6715 20, Bag Claim Level Carpet Replacement
- HCAA Project No. 6835 21, Bag Claim Level LED Signage Replacement

Scope of Work by Gensler and Gensler's Consultants.

Project Number: TBD

File Code: 1C

Dear Mr. Robbins:

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

Gensler Design Management for all projects

HCAA Project No. 8430 22, Bag Claim Level Ceiling Replacement

HCAA Project No. 6715 20, Bag Claim Level Carpet Replacement

HCAA Project No. 6835 21, Bag Claim Level LED Signage Replacement

1. Gensler will enter into subconsultant agreements with the balance of the design team who will report to Gensler for the duration of the project. Subconsultant agreements will incorporate agreement terms and conditions between Owner and Design Builder, as well as the terms and conditions of the agreement between Design Builder and Gensler.
 2. Gensler will engage sub-consultants to provide basic design services for the following building systems or components. Gensler will provide management of contracted Sub-Consultants and their deliverables. Gensler will provide backgrounds of Gensler's drawings to consultants, showing the locations of architectural design elements that influence the layout of engineering and other systems.
- HCAA Project No. 8430 22, Bag Claim Level Ceiling Replacement
 - a. *Interior Design*
 - b. *Environmental Graphics*
 - c. *Structural Engineering*
 - d. *Mechanical Engineering*
 - e. *Electrical Engineering*
 - f. *Fire Protection Engineering*
 - g. *Public Announcement Design*
 - h. *Low Voltage and Data Systems Design*
 - i. *Lighting Design*

Brian Robbins
DPR Construction
March 23, 2022
Page 2

- HCAA Project No. 6715 20, Bag Claim Level Carpet Replacement
 - a. *Interior Design*

 - HCAA Project No. 6835 21, Bag Claim Level LED Signage Replacement
 - a. *Interior Design*
 - b. *Environmental Graphics*
 - c. *Structural Engineering*
 - d. *Electrical Engineering*
 - e. *Low Voltage and Data Systems Design*
3. Review and advise on the overall design aesthetic of all three renovation projects to create a cohesive, unified design.
 4. Provide photometrics demonstrating appropriate light levels achieved from specified lighting system and design, prepared by Gensler's consultant.
 5. Develop and define the Owner Furnished Equipment (OFE) IT matrix, including indicating system demarcation between what Design Builder will provide and what HCAA (Owner) will provide, prepared by Gensler's consultant.
 6. Manage the design team schedule and track progress to achieve project milestones.
 7. Prepare QA/QC master templates for use by design team in milestone deliverables
 8. Coordinate design deliverables, and ensure that QC reviews are performed by all team members and QA/QC reports provided to Owner as per Project Schedule.
 9. Day to day management of Gensler's in-house services including interior design and Environmental Graphics, as indicated in Basic Services herein.
 10. Coordination with Design Builder throughout the duration of design to assist in their generation of construction cost estimates. Gensler's assistance will be limited to architectural matters.
 11. Coordinate and attend meetings with AHJ, including pre-plan review meetings as required, to review issues of importance.
 12. Gensler will assist the Design Builder in connection with filing the permit sets required by governmental authorities having jurisdiction of the Project, as it related to the issuance of general building permits.
 13. Requests for code variances, special permit submittals, landmark approvals or concessions negotiated with government officials shall be an Additional Service.
 14. Receive and check all invoices from design team sub-Consultants including the tracking of expenditures against agreements and process of the work.
 15. Prepare team monthly invoicing with all appropriate backup and submit to the Design Builder for use in invoicing to the Owner. Manage the HCAA's Part 1 fee spreadsheet for Gensler and it's subconsultants. Provide monthly reconciliation of the sheet to design-builder for alignment.
 16. Receive invoice payment from the Design Builder and coordinate payments to subconsultants.
 17. Track and update Gensler and it's subconsultants' DBE participation toward the project required goal monthly.



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18. Management of the Design and subconsultant team throughout the Construction Administration phase including the project close-out and substantial completion. This will be determined during the design process.
19. Support bidding phase and GMP development.

Clarifications / Exclusions:

HCAA Project No. 6835 21, Bag Claim Level LED Signage Replacement

- Gensler’s Environmental Graphics Team to review overall proportions and aesthetics of the proposed LED sign and make recommendations as necessary so the LED sign fits within the overall design of the Bag Claim Level ceiling.
- Structural support, electrical and data to a demarcation point will be designed (prepared by Gensler’s consultants) and provided by the Design Build Team.
- Dynamic signage has been pre-selected by HCAA. This project will incorporate that pre-selected technology into a sign enclosure.
- Scope of this project is limited to replacement of the ceiling-mounted dynamic signage currently above existing bag belt (lower baggage belt signs mounted on the bag belt platform are not part of this project).
- Development of dynamic sign development or content (digital content displayed on the signs) (Excluded).
- Software integration between the signs and the airport’s existing baggage information software (Excluded).

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Gensler Interior Design

HCAA Project No. 8430 22, Bag Claim Level Ceiling Replacement

Bag Claim Level – Red and Blue sides (approximately 98,300 square feet).

- a. Validation of existing space including above ceiling conditions as outlined in “Existing Conditions” below;
- b. Advancement of the approved basis-of-design (BOD) as provided by a separate architectural consultant and included in document ‘Approved Design Concept for the Bag Claim Ceilings’ to meet all applicable codes
- c. Interior design services presented for approval at 30/60/90 and 100% phases, Bid and Permit documents as defined herein.

Major scope items include the following:

- a. Replacement of the existing ceiling systems, to include drywall soffits and suspended ceiling system;
- b. Replacement of the ceiling mounted mechanical systems such as HVAC supply and return grills, fire sprinkle and fire alarm system (prepared by Gensler’s consultants);
- c. Replacement of above ceiling HVAC variable air volume boxes (prepared by Gensler’s consultants);
- d. Upgrade of lighting systems to LED (prepared by Gensler’s consultants);
- e. Potential addition, deletion or refurbishment to the wayfinding and signage system;
- f. Removal of abandoned above ceiling systems by Design Builder;
- g. Remediation of walls above the ceiling;
- h. Other upgrades as deemed necessary identified during design validation process and approved by Owner.
- i. Evaluation and design of temporary requirements to support occupancy during construction (i.e. temp life safety modifications to maintain occupancy during construction, etc.) and project phasing.
- j. Evaluation and recalibration of existing PA System (prepared by Gensler’s consultants)

Services

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

Due Diligence. Gensler will proceed with the approved Basis of Design provided by the Owner.

Existing Conditions.

- a. Gensler will review record documentation provided by Owner of the existing conditions and visit the Project site. This effort includes meeting with HCAA maintenance staff during this phase for better understanding of existing conditions. Special attention will be paid to document existing above ceiling conditions contributing to staining of existing ceiling tile and/or GWB.
- b. The Design Builder will utilize laser scanning technology to document existing above ceiling conditions for coordination of the design.

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Meetings.

- Key representatives of the Owner, Design Builder and appropriate sub-Consultants will meet to kick off the Project. The purpose of the meeting is to establish the parties' mutual understanding of the Project objectives, schedule, budget and delivery process.
- Attend bi-weekly coordination meetings with the Owner and Design Builder during 30% Schematic Design to review the Project design status. Gensler will prepare and distribute agenda, prepare meeting minutes after the meeting and coordinate participation with sub-Consultants as required. Meeting agenda will be prepared and sent to Owner 24 hours in advance of the coordination meeting.
- Present and review final Schematic Design to Executive Committee.
- Track resolution of action items resulting from all design phase meetings.
- Lead weekly internal Consultant coordination meetings.
- Meeting with Owner and Design Builder at the conclusion of Phase to review Owner's comments on design the 30% deliverable.
- Meetings with Owner and Design Builder to review cost estimates prepared by Design Builder.

Design Delivery.

Based on validation of the BOD Package, design charrette and Owner's authorization to proceed, Gensler will develop the Schematic Design in accordance with HCAA design Criteria Manual including:

1. Illustrative floor plans of the Baggage Claim area (both red and blue sides).
2. Interior elevations and standard 3D interior drawings of key areas to communicate proposed design intent.
3. Design narrative outlining summary of design decisions made to date, including materiality, for use in schematic pricing exercises.
4. Outline description of building systems included in Gensler's scope of services, prepared by Gensler's consultants.
5. Life Safety analysis for the space, as required for discussion with the City of Tampa.
6. Coordination of laser-scan point cloud and third party provided Revit (or similar as coordinated with Gensler) model
7. Cursory level phasing plan as coordinated with design-builder.

Gensler will provide Draft Schematic Design Documents in PDF, and email to Records Management and copy HCAA Project Manager. At the delivery of this phase's deliverable package, Design Build Team will meet with Owner to present and review the material, including the cost estimate prepared by Design Builder. Following the Owner's review of this phase's deliverable package and issuance of comments, the Owner and the Design Build Team will agree upon any reasonable changes, consistent with the Program, and Gensler will incorporate such changes in the Final 30% Schematic Design Package and email to Records Management and copy HCAA Project Manager.

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60% Design Development.

Meetings.

- Attend bi-weekly coordination meetings with the Owner and Design Builder during 60% Design Development to review the Project design status. Gensler will prepare and distribute agenda, prepare meeting minutes after the meeting and coordinate participation with sub-Consultants as required. Meeting agenda will be prepared and sent to Owner 24 hours in advance of the coordination meeting.
- Present and review final Design Development Design to Executive Committee.
- Track resolution of action items resulting from all design phase meetings.
- Lead weekly internal Consultant coordination meetings.
- Meeting with Owner and Design Builder at the conclusion of Phase to review Owner's comments on the 60% design deliverable.
- Gensler will attend meetings with Owner and Design Builder to review cost estimates prepared by Design Builder.

Design Delivery.

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

1. Finalization of Architectural treatments, including materials palettes, and color selections;
2. Architectural/finish floor plans detailing extents of finishes.
3. Recommendations for acoustical best practices
4. Room names and numbers per HCAA Standards.
5. Reflected ceiling plans and typical light fixtures;
6. Interior elevations, enlarged floor plans, standard 3D views, and sketches as required to communicate design intent;
7. Digital Finish Sample Palette, as required for review and approval by HCAA.
8. Outline Specification, including critical sections.
9. Outline description of building systems included in Gensler's scope of services, prepared by Gensler's consultants.
10. Continued refinement of Life Safety analysis for the space;
11. Details and/or sections of key design elements as required to communicate design intent;
12. Coordination of Interior Architecture with Building systems.
13. Refinement of design of building systems included in Gensler's scope of services (prepared by Gensler's consultants) and coordination with Owner's engineering and other consultants.
14. Identify extent of demolition and resulting rework, as required.

Design Build Team will provide Draft Design Development Documents in PDF, and email to Records Management and copy HCAA Project Manager. At the delivery of this phase's deliverable package, Design Build Team will meet with Owner to present and review the material, including the cost estimate prepared by the Design Builder. Following the Owner's review of this phase's deliverable package and issuance of comments, the Owner and Gensler will agree upon any reasonable changes,

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consistent with the Program, and Gensler will incorporate such changes in the Final 60% Design Development Package and email to Records Management and copy HCAA Project Manager.

90% & 100% Construction Documents Meetings.

- Attend bi-weekly coordination meetings with the Owner and Design Builder during 90% Construction Documents to review the Project design status. Gensler will prepare and distribute agenda, prepare meeting minutes after the meeting and coordinate participation with sub-Consultants as required. Meeting agenda will be prepared and sent to Owner 24 hours in advance of the coordination meeting.
- Track resolution of action items resulting from all design phase meetings.
- Lead weekly internal Consultant coordination meetings.
- Meeting with Owner and Design Builder at the conclusion of each Phase to review Owner's comments on the 90% & 100% design deliverables.
- Gensler will attend meetings with Owner and Design Builder at the conclusion of each Phase to review cost estimates prepared by Design Builder.

Design Delivery.

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

1. Architectural key plans;
2. Demolition plans;
3. Project phasing plans as coordinated with Design-Builder.
4. Life Safety plans to the extent as required for finish material replacement including coordination with project phasing plans;
5. Lighting, and specialty equipment schedules;
6. Interior elevations and building sections as required;
7. Enlarged plans and elevations of special areas where necessary;
8. Reflected ceiling plans including lighting, coordination with MEP & F systems, and other ceiling mounted equipment;
9. Finish plans and schedules;
10. Design detail unique to each area impacted by the project
11. Code required signage standards;
12. Project Manual, including General and Supplementary Conditions, General Requirements, and Technical Specifications;
13. Engineering drawings of systems included in Gensler's scope of services (prepared by Gensler's consultants) and coordination with Owner's engineering and other consultants.



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Gensler will provide 90% Construction Documents in PDF, and email to Records Management and copy HCAA Project Manager. At the delivery of this phase's deliverable package, Gensler will meet with Owner to present and review the material, including the cost estimate prepared by Owner's Design Builder. Following the Owner's review of this phase's deliverable package and issuance of comments, the Owner and Gensler will agree upon any reasonable changes, consistent with the Program, and Gensler will incorporate such changes in the 100% Construction Documents Package and email to Records Management and copy HCAA Project Manager.

Construction Administration Meetings.

- Attendance at weekly OAC meetings with Owner and Design-Build Contractor.
- Attendance at a pre-construction conference with the Project Team (Owner, Contractor, Gensler, and each of their key subconsultants and subcontractors) to discuss the operational aspects of the Project, including the Construction Administration procedures.

Gensler will assist Design-Builder with Construction Administration providing the following services:

1. File documents required by governmental authorities having jurisdiction over the Project, as it relates to the issuance of a general building permit.
2. Visit the Project for bi-weekly site observations during active construction to become generally familiar with the progress and quality of the Work and to determine whether the Work is in general conformance with the aesthetic design intent.
3. Review and Respond to RFI's, Product Data Submittals, Shop Drawings.
4. Gensler will review Design-Build Contractor's monthly payment applications.
5. Full time Onsite Construction Administration shall be an Additional Service.
6. Project Completion:
 - a. Upon receipt of Design-Build Contractor's written representation that the Work is substantially complete, along with the Design-Builder's punch list of items to be completed or corrected, Gensler will conduct field review to observe whether the Work is substantially complete. When Gensler determines that the Work is substantially complete, Gensler will issue the Certificate of Substantial Completion.
 - b. Gensler will conduct field review to observe Design-Builder's completed punch list items.

HCAA Project No. 6715 20, Bag Claim Level Carpet Replacement

Bag Claim Level – Red and Blue sides (approximately 98,300 square feet).

Major scope items include the following:

- a. Replacement of the existing carpet
- b. Development of custom carpet, altering the pattern and colorways.
- c. Update of HCAA Broadloom Specification

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- d. Walk-off carpet at entry points

30% Schematic Design

Collaborative Concept Design Meeting.

1. Evaluation and Recommendation of HCAA Existing Broadloom Specification to establish and provide a new HCAA specification standard.
2. Upon Owner's approval of the Program, Gensler will coordinate a collaborative concept design meeting with the Owner, Design Builder and any other parties required to make design decisions. The objective of the collaborative concept design meeting will be to review imagery and to better understand the look and feel for the space.
3. Obtain Owner's direction regarding the Project's design aesthetic.
4. Gensler will prepare minutes documenting the discussions and decisions made during the Concept Design Meeting. The minutes will also document any questions and issues which the parties may agree to address at a later stage. Gensler will issue the minutes to the Owner for review and approval of the design approach and direction.

Design Meetings and Delivery.

1. Meetings with Owner to review imagery that will establish the Project's design aesthetic.
2. Develop custom carpet design options.
3. Work with carpet manufacturers to produce color proofs on printed paper and strike-offs.
4. Meetings with Owner to review, discuss strike-offs and obtain Owner's approval to move to production of large format samples and mockup phase.
5. Meet with Executive Team for review and approval of recommended carpet color and pattern.
6. Work with carpet manufacturers to produce large format samples and mockups.
7. Develop renderings of proposed design (prepared by others).

60% Design Development.

Meetings.

- Meetings with the Owner and Design Builder during this Phase shall be included as part of the HCAA Project No. 8430 22, Bag Claim Level Ceiling Replacement project.

Design Delivery.

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

1. Finalization of carpet color selections;
2. Develop and provide powerpoint and presentation to Executive Team for review and approval of recommended carpet color and pattern.
3. Preliminary Finish floor plans detailing extents of carpet scope to be included in HCAA Project No. 8430 22, Bag Claim Level Ceiling Replacement Documents.



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4. Outline Carpet Specification for DD pricing to be included in HCAA Project No. 8430 22, Bag Claim Level Ceiling Replacement Documents.

90% & 100% Construction Documents

Meetings.

- Meetings with the Owner and Design Builder during this Phase shall be included as part of the HCAA Project No. 8430 22, Bag Claim Level Ceiling Replacement project.

Design Delivery.

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

1. Finish floor plans detailing extents of carpet scope to be included in HCAA Project No. 8430 22, Bag Claim Level Ceiling Replacement Documents.
2. Technical Carpet Specification to be included in HCAA Project No. 8430 22, Bag Claim Level Ceiling Replacement Documents.

Construction Administration

Gensler will assist Design-Builder with Construction Administration providing the following services:

1. Construction Administration Services shall be performed as part of the HCAA Project No. 8430 22, Bag Claim Level Ceiling Replacement Project.

HCAA Project No. 6835 21, Bag Claim Level LED Signage Replacement

Bag Claim Level – Red and Blue sides (approximately 98,300 square feet).

Major scope items include the following:

- a. Replacement of above bag belt LCD monitors with LED signage.
- b. Coordination with internal Environmental Graphics team for new LED signage.
- c. Coordination with Electrical Engineer for new LED signage.
- d. Coordination with Special Systems Engineer for communications required for new LED signage.

30% Schematic Design

Meetings.

- Meetings with the Owner and Design Builder during this Phase shall be included as part of the HCAA Project No. 8430 22, Bag Claim Level Ceiling Replacement project.



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Design Delivery.

Based on Owner's approval of the Program, Gensler will proceed with Schematic Design, in accordance with the HCAA Design Criteria Manual to further develop the design, including:

1. Drawings to be included in HCAA Project No. 8430 22, Bag Claim Level Ceiling Replacement Documents.

60% Design Development.

Meetings.

- Meetings with the Owner and Design Builder during this Phase shall be included as part of the HCAA Project No. 8430 22, Bag Claim Level Ceiling Replacement project.

Design Delivery.

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

1. Drawings to be included in HCAA Project No. 8430 22, Bag Claim Level Ceiling Replacement Documents.

90% & 100% Construction Documents

Meetings.

- Meetings with the Owner and Design Builder during this Phase shall be included as part of the HCAA Project No. 8430 22, Bag Claim Level Ceiling Replacement project.

Design Delivery.

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

1. Drawings to be included in HCAA Project No. 8430 22, Bag Claim Level Ceiling Replacement Documents.

Construction Administration

Gensler will assist Design-Builder with Construction Administration providing the following services:

1. Construction Administration Services shall be performed as part of the HCAA Project No. 8430 22, Bag Claim Level Ceiling Replacement Project.

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Gensler Environmental Graphic Design (EGD) & Signage

HCAA Project No. 8430 22, Bag Claim Level Ceiling Replacement

Overall:

Support and development of a single early release package of contract documents to support early procurement of specific high-risk long-lead portions of the work as determined by design-builder.

The final deliverable for all phased and end-state signs will be a design-intent effort. All Structural, Electrical, Engineering is excluded from the design scope, and will be completed as part of the permitted Construction Documentation produced by the selected Sign Fabricator once contracted and confirmed through the shop drawing process.

Existing Conditions:

- Conduct a full photographic survey of the existing conditions in both Red and Blue Baggage Claim areas.
- Participate in kick off meeting while on airport property for the survey.

30% Schematic Design

1. Provide diagrammatic sign location plans/message plans at each phase of construction:
 - Assume three (3) phases per side (Red/Blue).
 - Six phases total with micro-phasing within each.
 - No permanent construction/dust barriers will be fabricated.
 - In some instances, floor-to-ceiling plastic may be temporarily installed by the design-builder during overnight construction. In these conditions, movable stanchions/easels/A-frames may be recommended.
 - These phasing diagrams will be in support of temporary signage and graphics as needed during construction.
 - Narrative of the design intent for the temporary signs to be provided to and supported by the design-builder.
2. The diagrammatic sign location plans/message plans will show where existing sign boxes or graphics may be:
 - demolished completely,
 - removed (while maintaining mounting mechanisms), stored during construction and later reinstalled,
 - or entirely replaced with newly fabricated sign plaques, boxes and/or mounting mechanisms.
3. Each location in the construction phasing plans will be a representational illustration of the sign messaging, arrows, symbols, or EGD but not the actual design.

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60% Design Development

1. Continued support of phased diagrammatic sign location plans/message plans including signs to be:
 - demolished completely,
 - removed (while maintaining mounting mechanisms), stored during construction and later reinstalled,
 - or entirely replaced with newly fabricated sign plaques, boxes and/or mounting mechanisms.
2. Development of final end-state sign location plans.
3. Comprehensive analysis of baggage claim level (interior only) wayfinding signage to ensure continuity of wayfinding for each phase both during and after construction.
4. *Note: Installation, provision for, and demarcation of scope responsibilities including but not limited to owner furnished equipment will be outlined by special systems consultant. Outlined below.*

90 & 100% Construction Documents

1. Continued support of phased diagrammatic sign location plans/message plans including signs to be:
 - demolished completely,
 - removed (while maintaining mounting mechanisms), stored during construction and later reinstalled,
 - or entirely replaced with newly fabricated sign plaques, boxes and/or mounting mechanisms.
2. Final end-state sign location plans.
3. Coordination with subconsultants, responding to requests for information, reviewing shop drawings and submittals, on-site meetings (by a member of the local Gensler team), field reports, mock ups and final art are included.
4. *Note: Installation, provision for, and demarcation of scope responsibilities including but not limited to owner furnished equipment will be outlined by special systems consultant. Outlined below.*

Throughout:

1. Where possible, existing sign boxes will be salvaged and reused/stored/maintained.
2. Each sign type will be referenced to existing sign design or EGD as documented in the existing conditions survey and/or outlined in any available Signage Design Guideline.
3. Where possible, maintenance (lens replacement, message changes, lamping) to be included in narrative of design.
4. In general, the EGD and Signage scope will follow the same meetings, schedule and deliverables as outlined above for all project (Ceiling Replacement, LED Signage Replacement) scopes at 30%, 60%, and 90%/100% and Construction Administration.
5. *Note: Installation, provision for, and demarcation of scope responsibilities including but not limited to owner furnished equipment will be outlined by special systems consultant. Outlined below.*



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HCAA Project No. 6835 21, Bag Claim Level LED Signage Replacement

Overall:

During all phases, Gensler will review and provide commentary and recommendations for:

- user interface and
- legibility

During all phases, Gensler will also review and provide commentary and recommendations for:

- signage placement,
- Gensler will provide limited Construction Administration Services on an as needed basis based on the hourly rate and fee submitted.

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Walter P. Moore Structural Engineering

HCAA Project No. 6715 20, Bag Claim Level Carpet Replacement

There is no scope identified for this project

HCAA Project No. 8430 22, Bag Claim Level Ceiling Replacement

HCAA Project No. 6835 21, Bag Claim Level LED Signage Replacement

Services:

30% Schematic Design

1. Participate on a kick off meeting to discuss the scope and project schedule.
2. Review construction documents of existing facility, analyze the area where work occurs.
3. Meet with architect and review new LED Signage requirements.
4. Develop plans and sections, prepare 30% Schematic drawings of the work proposed.
5. Quality Control review of 30% documents (Internal Peer review).
6. Attendance to meeting for review of the 30% schematic drawings.

60% Design Development

1. Provide support brackets for special equipment and sign supports for new LED Signage project.
2. Provide metal stud framing details for new ceiling bulkheads.
3. Incorporate comments from the 30% review.
4. Meeting with architect and contractor as design progresses for coordination.
5. Prepare outline specifications.
6. Prepare the 60% Design development drawings.
7. Quality Control review of 60% documents (Internal Peer Review)
8. Attendance to meeting for review the 60% Design Development documents.

90% Construction Documents

1. Advance drawings to 90% Construction Documents.
2. Incorporate comments for the 60% review.
3. Meetings with architect and contractor to review requirements to complete the design.
4. Finalize steel framing for special equipment and new ceiling bulkheads.
5. Prepare specifications.
6. Prepare the 90% Construction Documents.
7. Quality Control review of 90% documents (Internal Peer Review)
8. Attendance to meeting for review of 90% Construction documents.

100% Construction Documents

1. Finalize all structural framing with sections and details.
2. Coordination meetings with Architect and contractor.
3. Generate 100% drawings



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4. Finalize specifications.
5. Prepare all deliverables documents.
6. Quality Control review of 100% documents.

Construction Administration

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

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Voltair Consulting Engineers - Mechanical and Plumbing
HCAA Project No. 6715 20, Bag Claim Level Carpet Replacement
There is no scope identified for this project

HCAA Project No. 6835 21, Bag Claim Level LED Signage Replacement
There is no scope identified for this project

HCAA Project No. 8430 22, Bag Claim Level Ceiling Replacement

Mechanical and Plumbing Scope Overview – General

HVAC Engineering

Baggage Claim Redside and Blueside

The HVAC engineering design shall consist of an assessment and review of the existing dual duct systems as well as the variable volume systems that serve the space. Associated appurtenances to include, but not limited to dual duct boxes, ductwork and diffusers shall also be observed and documented. Where conditions allow, the existing infrastructure will be reused to serve the renovated spaces.

Plumbing

Existing Sanitary and Domestic water piping will be observed and documented in the field. Relocate existing piping as required to coordinate with the new ceilings being installed in the baggage level.

HVAC & Plumbing Scope –

30% Design

30% Overall Design Submittal - HVAC and Plumbing – 30% Design Submittal along with written narratives will include 30% level drawings and specification table of contents and include the following:

- Evaluation of BOD. Provide comments and suggestions where appropriate.
- Investigation of the existing ductwork, variable volume or dual duct boxes and the air distribution systems will be performed to ascertain the condition of the existing systems.
- Existing overall mechanical plans which will capture locations of the ductwork, piping, and equipment serving the spaces.
- Preliminary demolition plans required for modification to the existing HVAC ductwork and equipment.
- Create a load model of the existing spaces to verify that the current systems installed have the capacity to meet the needs of the renovated space. Load model will consider in-progress conditions due to reduced capacity and or additional heat-load and if supplemental cooling measures are required to maintain acceptable

- terminal environment. Should supplemental cooling be required, Voltair will include parameters for temporary cooling during construction
- BAS & Controls modification requirements to support construction phasing, in progress and permanent installation as required.
- Above ceiling investigation for plumbing piping systems installed in the space
- Preliminary demolition plans required for modification to the plumbing systems to accommodate the anticipated ceiling modifications
- Coordination with laser-scan point cloud and resulting Revit Model to identify existing above ceiling conditions, tie-in points and existing equipment to be demolished.
- Identification of any required maintenance access required by above ceiling equipment related to this design-discipline.
- Perform QA/QC of submittal
- Specification Table of Contents
- Attend review meetings with HCAA Stakeholders

60% Design

60% Design Submittal – HVAC and Plumbing - The concepts and comments from the 30% submission will be further developed into 60% level drawings and specifications and include the following:

- Overall mechanical plans developed to indicate the extent of the demolition and replacement of the existing infrastructure currently installed in the Redside and Blueside Baggage Claim areas.
- Overall reflected ceiling plans showing diffuser location on the Redside and Blueside Baggage Claim Areas.
- Mechanical Details
- Overall plumbing plans developed to indicate the extent of the demolition and replacement of the existing infrastructure currently installed in the Redside and Blueside Baggage Claim areas.
- Plumbing details
- HVAC and Plumbing specifications
- QA/QC of the package prior to submission
- Design review meetings with HCAA Stakeholders
- Support and development of a single early release package of contract documents to support early procurement of specific high-risk long-lead portions of the work as determined by design-builder.

90% Design

90% Overall Design Submittal – HVAC and Plumbing - The 60% Drawings including comment incorporation will be further developed to include the following

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- Overall mechanical plans developed to indicate the extent of the demolition and replacement of the existing infrastructure currently installed in the Redside and Blueside Baggage Claim areas.
- Overall reflected ceiling plans showing diffuser location on the Redside and Blueside Baggage Claim Areas.
- Enlarged Plans as required to convey work
- Mechanical Schedules
- Mechanical Details
- Plumbing modifications to accommodate any interferences with the new ceilings being installed
- Plumbing details
- HVAC and Plumbing specifications
- QA/QC of the package prior to submission
- Design review meetings with HCAA Stakeholders

100% Design

100% Overall Design Submittal – HVAC and Plumbing - The 90% Drawings will be further developed to include comment incorporation and final equipment coordination between all trades.

- Overall mechanical plans developed to indicate the extent of the demolition and replacement of the existing infrastructure currently installed in the Redside and Blueside Baggage Claim areas.
- Overall reflected ceiling plans showing diffuser location on the Redside and Blueside Baggage Claim Areas.
- Enlarged Plans as required to convey work
- Mechanical Schedules
- Mechanical Details
- Plumbing modifications to accommodate any interferences with the new ceilings being installed
- Plumbing details
- HVAC and Plumbing specifications
- QA/QC of the package prior to submission
- Design review meetings with HCAA Stakeholders

Bid Phase Services

Responses to bidder questions - HVAC and Plumbing

- Attend Pre-Bid meetings
- Respond to bidder RFI's and questions

Addenda, as needed HVAC & Plumbing

- Prepare Addendums as required from bidder RFI responses

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Construction Administration Phase Services

RFI responses – HVAC & Plumbing

Respond to contractor RFI's including drawing updates in responses when required for all HVAC and Plumbing related questions. Issue periodic bulletins for permit updates including RFI responses

Submittal reviews - HVAC & Plumbing

Review all shop drawings and submittals for HVAC and Plumbing products and equipment

Field observation reports - HVAC & Plumbing

Review the project for HVAC and plumbing progress on a monthly basis during construction. Provide a field observation report for each site visit.

Voltair Consulting Engineers – Electrical and Fire Alarm Engineering

HCAA Project No. 6715 20, Bag Claim Level Carpet Replacement
There is no scope identified for this project

HCAA Project No. 8430 22, Bag Claim Level Ceiling Replacement

HCAA Project No. 6835 21, Bag Claim Level LED Signage Replacement

Electrical and Fire Alarm Scope Overview – General

Electrical Engineering

Baggage Claim Redside and Blueside

The electrical engineering design shall consist of power distribution, lighting and equipment branch circuit coordination. Existing branch circuit panels currently serving the spaces for lighting, equipment, signage will be reused in this project inasmuch as possible

Lighting design will provide an average lighting level of 30 fc in the baggage claim area. LED fixtures will be utilized in this space. Fixture selection for general and accent lighting will be coordinated with the architect. All lighting control shall match the existing building systems. Life safety lighting will be connected to existing building life safety panels. All apron lighting poles in conflict with the new construction will be evaluated and replaced as required.

Fire Alarm

The fire alarm system for both Airside A and E is a JCI system which reports back to the new Airport Operation Center. Audio Visual device will be added to provide coverage in the new screening lobbies. New initiating devices such as pull stations, duct smoke detectors, and ceiling smoke detectors will be provided as required by codes. All devices will be tied to the respective Airside Fire Alarm Control Panel (FACP).

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Support and development of a single early release package of contract documents to support early procurement of specific high-risk long-lead portions of the work as determined by design-builder.

Electrical and Fire Alarm Scope – By Task Deliverables

30% Design (VOLTAIR Electrical and Fire Alarm)

30% Overall Design Submittal - Electrical and Fire Alarm – 30% Design Submittal along with written narratives will include 30% level drawings and specification table of contents and include the following:

- Investigation of the existing distribution systems will be performed to determine sources of power from the existing building.
- Existing fire alarm systems for each Airside will be reviewed for expandability and required upgrades will be included for the expansion.
- Existing overall electrical plans which will capture locations of equipment serving as sources of branch circuit panels currently serving the spaces.
- Develop conceptual lighting plans and fixture selections in conjunction with lighting consultant. Photometric studies will be performed to provide lighting levels for each concept to aid in selections as coordinated with lighting design consultant
- Preliminary Fire Alarm Riser Diagrams identifying equipment to be used in the system expansion.
- Survey of the existing facilities and preliminary demolition plans required for expansion of existing electrical and fire alarm systems.
- Coordination with laser-scan point cloud and resulting Revit Model to identify existing above ceiling conditions, tie-in points and existing equipment to be demolished.
- Identification of any required maintenance access required by above ceiling equipment related to this design-discipline. Coordination with project phasing plan for any required modifications required during construction to support life-safety functionality while ceilings are under construction.
- Perform QA/QC of submittal
- Specification Table of Contents
- Attend review meetings with HCAA Stakeholders

60% Design

60% Design Submittal - Electrical and Fire Alarm- The concepts and comments from the 30% submission will be further developed into 60% level drawings and specifications and include the following:

- Overall power plans of Redside and Blueside Baggage Claim Areas showing connections to wayfinding signage, and miscellaneous equipment
- Overall lighting plans of Redside and Blueside Baggage Claim Areas as coordinated with lighting design consultant.

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- Interior photometric plans where required as coordinated with lighting design consultant
- Overall Fire alarm Plans indicating new device locations.
- Panel schedules, fixture schedules, electrical equipment connection schedules
- Developed electrical one line diagrams of existing electrical distribution utilized for the project
- Electrical Details
- Developed Fire Alarm Riser Diagram
- Fire Alarm and Electrical specifications
- Fire Alarm Details
- QA/QC of the package prior to submission
- Design review meetings with HCAA Stakeholders

90% Design

12.3.a. 90% Overall Design Submittal - Electrical and Fire Alarm- *The 60% Drawings including comment incorporation will be further developed to include the following*

- Overall power plans of Redside and Blueside Baggage Claim Areas indicating equipment connections wayfinding signage, and mechanical equipment. This will include branch circuit and feeder detailed information
- Overall lighting plans of Redside and Blueside Baggage Claim Areas as coordinated with lighting design consultant. All branch circuit and lighting control will be detailed.
- Interior photometric plans to be further developed
- Overall Fire alarm Plans indicating new device locations, operational details.
- Panel schedules, fixture schedules, electrical equipment connection schedules. All schedules will indicate load information, and final connection information.
- Electrical one line diagrams with load calculations, final feeder information.
- Electrical Details
- Developed Fire Alarm Riser Diagram
- Final Fire Alarm and Electrical specifications
- Fire Alarm Details
- QA/QC of the package prior to submission
- Design review meetings with HCAA Stakeholder
- Establish Electrical demarcation for LED signage and design system, indicating what will be provided by DPR and what will be provided by LED Vendor.

100% Design 100% Permit Set

100% Overall Design Submittal 100% Permit Set - Electrical and Fire Alarm- *The 90% Drawings will be further developed to include comment incorporation and final equipment coordination between all trades.*

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- Overall power plans of Redside and Blueside Baggage Claim Areas indicating equipment connections wayfinding signage, and mechanical equipment. This will include branch circuit and feeder detailed information
- Overall lighting plans of Redside and Blueside Baggage Claim Areas as coordinated with lighting design consultant. All branch circuit and lighting control will be detailed.
- Interior photometric plans to be finalized.
- Overall Fire alarm Plans indicating new device locations, operational details.
- Panel schedules, fixture schedules, electrical equipment connection schedules. All schedules will indicate load information, and final connection information.
- Electrical one line diagrams with load calculations, final feeder information.
- Electrical Details
- Developed Fire Alarm Riser Diagram
- Final Fire Alarm and Electrical specifications
- Fire Alarm Details
- QA/QC of the package prior to submission
- Design review meetings with HCAA Stakeholder
- Establish Electrical demarcation for LED signage and design system, indicating what will be provided by DPR and what will be provided by LED Vendor.

Bid Phase Services

Responses to bidder questions - Electrical and Fire Alarm

- Attend Pre-Bid meetings
- Respond to bidder RFI's and questions

Addenda, as needed - Electrical and Fire Alarm

- Prepare Electrical and Fire Alarm Addendums as required from bidder RFI responses

Construction Administration Phase Services

RFI responses - Electrical and Fire Alarm

Respond to contractor RFI's including drawing updates in responses when required for all electrical and fire alarm related questions. Issue periodic bulletins for permit updates including RFI responses

Submittal reviews - Electrical and Fire Alarm

Review all shop drawings and submittals for electrical and fire alarm products and equipment

Field observation reports - Electrical and Fire Alarm

Review the project for electrical and fire alarm progress on a monthly basis during construction. Provide a field observation report for each site visit.

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HLB Lighting Scope of Work

HCAA Project No. 6715 20, Bag Claim Level Carpet Replacement

There is no scope identified for this project

HCAA Project No. 6835 21, Bag Claim Level LED Signage Replacement

There is no scope identified for this project

HCAA Project No. 8430 22, Bag Claim Level Ceiling Replacement

Bag Claim Level – Red and Blue sides (approximately 98,300 square feet).

Services:

30% Schematic Design

1. Evaluation of BOD design package. Provide comments and suggestions where appropriate.
2. Prepare a Basis of Design Program Summary outlining recommendations for lighting design for Owner approval.
3. Prepare design studies and analysis for visual tasks to be performed by the occupants and functional requirements for the lighting system.
4. Prepare a Schematic Lighting Design Package for each area type that includes: sketches, illustrated plans and elevations, imagery and other visual presentation elements required for communication of the lighting design intent within the Design Team.
5. Provide assistance with establishing allowances or budgetary probable costs (material cost only) of specified luminaires for preparation of a preliminary cost estimate by the Contractor/Cost Estimator.

Meetings.

- Participate in a presentation of lighting design intent to the Owner and Design Team.
- Participate in design conferences with the Client, Owner, Architect and other Consultants to discuss project concepts, illumination criteria, project cost guidelines, and schedule parameters.

Design Delivery.

1. Schematic Lighting Design Package
2. Coordination with Electrical EOR as required.

60% Design Development.

1. Prepare electric lighting calculations for typical representative space types as required for in-house verification of design concepts. Calculations are used as a design tool to study quality

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and quantity of luminaires only and are not intended to create photo-realistic presentation renderings.

2. Preparation of electric lighting point-by-point calculations in electronic PDF format for review by the Client, Owner, Contractor, other Consultants or Authorities Having Jurisdiction over the Project.
3. Prepare preliminary design and layouts of proposed luminaires by the creation of an Autodesk Revit lighting model based on electronic Revit backgrounds provided by the Architect when ceiling information has been sufficiently resolved (heights and types of ceilings).
4. Prepare a preliminary Luminaire Schedule, Product Data Sheets, and sketch recommendations for architectural mounting details.
5. Provide assistance with establishing allowances or budgetary probable costs (material cost only) of specified luminaires for preparation of a preliminary cost estimate by the Contractor/Cost Estimator.
6. Provide assistance with confirmation of compliance with the maximum allowable connected load for luminaires as dictated by the lighting section of applicable energy code. Spot check evaluations shall be performed for typical area types for in-house verification of compliance with the energy code or energy reduction goals.
7. Prepare a preliminary Control Intent Narrative and/or Zoning Diagrams for zoning and lighting controls performance for spaces where specialized lighting controls or zoning are within Scope of Work or for spaces which exceed the minimum lighting controls code requirements.

Meetings.

- Participate in design conferences with the Client, Owner, Architect and other Consultants.

Design Delivery.

1. Luminaire Layouts
2. Luminaire Schedule and Product Data Sheets Package
3. Photometric Calculation Report
4. Preliminary Control Intent Narrative and/or Zoning Diagrams
5. Coordination with Electrical EOR as required

90% & 100% Construction Documents.

1. Provide assistance with the coordination of the lighting design with the architectural and electrical design.
2. Prepare updated layouts of proposed luminaires within the Autodesk Revit lighting model.
3. Prepare an updated Luminaire Schedule, Product Data Sheets, and sketch recommendations for architectural mounting details.
4. Prepare general specification Section 26 5113 Architectural Luminaires, Sources, and Components for the architectural luminaires (in CSI format).

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5. Prepare updated Lighting Control Intent Zoning Diagrams.
6. Prepare an updated Lighting Control Narrative for inclusion as an appendix in the specifications.
7. Provide assistance with the evaluation of a cost estimate (material cost only) prepared by the Contractor/Cost Estimator for specified luminaires and control equipment.
8. Provide assistance with confirmation of compliance with the maximum allowable connected load for luminaires as required by the lighting section of applicable energy code. This information will be provided to the Architect, Electrical Engineer or Energy Modeler in the form of an Energy Code Lighting Report and a COMcheck file or input watts for each luminaire.
9. Prepare reviews and comments on the Construction Documents prepared by the Architect and their Consultants for conformance with the lighting design intent.

Meetings.

- Participate in conferences with the Client, Owner, Architect and other Consultants.

Design Delivery.

1. Coordination with Electrical EOR as required.
2. Luminaire Layouts
3. Luminaire Schedule and Product Data Sheets Package
4. Architectural Luminaire Specification Section 26 5113
5. Final Control Intent Zoning Diagrams
6. Final Control Intent Narrative
7. Final Energy Code Analysis/Documentation
8. Reviews and comments of Construction Documents

Construction Administration

1. Respond to Request for Information/Clarification during the course of construction.
2. Review submittals for specified lighting equipment.
3. Participate in the review of the completed luminaire installation, including observation of focusing of adjustable luminaires. Time for up to one (1) full-day trip (2-days including travel) to the Project site is included in the fee. The Electrical Contractor will supply personnel and all equipment to perform this work after dark and in compliance with local laws and union agreements.
4. Participate in the setting of light levels and/or programming of lighting scenes in conjunction with the lighting controls manufacturer representative after system startup is complete (to be completed at the same time as the site visit noted in 4.4).
5. Prepare written Site Observation Reports summarizing the conditions found during the site observation.



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Meetings.

- Participate in conferences with the Contractor, Client, Owner, Architect and other Consultants.

Design Delivery.

- Written responses to RFI's
- Review of Submittals
- Written Site Observation Report

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TLC Engineering Solutions

Fire Protection Scope

HCAA Project No. 6715 20, Bag Claim Level Carpet Replacement

There is no scope identified for this project

HCAA Project No. 6835 21, Bag Claim Level LED Signage Replacement

1. Evaluate and coordinate with Proposed LED signage and modify fire protection as necessary

HCAA Project No. 8430 22, Bag Claim Level Ceiling Replacement

1. Provide design intent documents for a Delegated Design per Florida Statute 61G15-32.
2. Early evaluation of life safety systems alternatives for each building component in coordination with team and Authority.
3. Survey of the existing facilities and preliminary demolition plans required for expansion of existing fire protection systems.
4. Coordination with laser-scan point cloud and resulting Revit Model to identify existing above ceiling conditions, tie-in points and existing equipment to be demolished.
5. Identification of any required maintenance access required by above ceiling equipment related to this design-discipline.
6. Coordinate flow requirements with the CEP Fire Pump design.
7. Coordinate site requirements and connection locations with Civil engineer.
8. Review and coordinate with Authority's design guidelines.
9. Meet with City of Tampa to present solutions and applicable codes early in project design to assure compliance with AHJ requirements.
10. Develop narratives and conceptual zoning drawings to assist with early pricing efforts and to convey concepts to all parties.
11. Provide design requirements for an automatic fire protection systems (water-based) as applicable for the CEP and Curbside project components. Engineer shall provide documents such as sprinkler head layout, piping layout, risers, standpipes, sprinkler types, pumps and other required head-end equipment and controls.
 - a. Exclusions:
 - i. Hydraulic calculations, final documents for permit are by Delegated design Sub-Contractor to become Engineer of Record.
 - ii. Adjustments to sprinkler head locations by Delegated design Sub-Contractor.
 - iii. Final pipe weights and load coordination with structural engineer by Delegated design Sub-Contractor.
12. Develop schedules and model numbers for responsible fire protection components.

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13. Provide complete specifications for fire protection systems in coordination with Authority's design guidelines and other disciplines.

Special Systems Design & Engineering Scope:

HCAA Project No. 6715 20, Bag Claim Level Carpet Replacement

There is no scope associated identified for this project

HCAA Project No. 8430 22, Bag Claim Level Ceiling Replacement

1. Special Systems Design for the main terminal baggage level renovation including:
 - a) Structured cabling systems
 - b) Access control system
 - c) CCTV system
 - d) Audio Visual systems (paging system)
 - e) Radio Communication systems (Wi-Fi, DAS for life safety)
2. TLC Engineering will provide special systems loads to the MEP engineer and coordinate requirements for all IT equipment.
3. TLC Engineering Solutions will survey existing special systems equipment, rooms and servers etc. with Owner.
4. TLC Engineering Solutions will design IT systems portion of the SOW based on the most up to date IT systems as built information available for all systems known to be affected by the project, software and hardware systems. TLC Engineering Solutions will include field verification of information provided.
5. Development and management of Owner Furnished Equipment (OFE) Matrix beginning at scope validation phase thru GMP. This matrix will indicate quantities of IT equipment to be used, pricing for HCAA provided equipment will be provided by responsible HCAA department. This OFE matrix will be comprehensive and indicate what DPR will provide and install and what HCAA will provide and install.

Services:

30% Schematic Design

1. Meeting and Coordination Session Attendance
 - a. Participate in regular meetings with HCAA. Prepare Power Point presentations for communication of design approach.
 - b. Attend design team coordination meetings throughout the design process to coordinate integration of the FP, C&T systems with architecture and building systems and evaluate options/solutions.
2. Compilation of Data
 - a. Confirm that all available relevant existing documentation and survey information has been obtained and reviewed.

3. Fire Protection Design
 - a. Develop fire protection layout plans to identify areas of coverage.
 - b. Coordinate space requirement for riser rooms, locations for fire department connections, etc.
 - c. Coordinate fire protection piping loads with structural engineer.
 - d. Continue close coordination with regulatory agencies having jurisdiction. Keep Design- Build team and HCAA informed of potential lengthy review processes.
4. Telecommunications Design
 - a. Develop a system narrative or diagram identifying the systems that must use a telecommunications system and the protocols required for communications. Develop communications diagram or narrative. This narrative and/or diagram should capture requirements of any owner or vendor provided systems, such that infrastructure and/or active networking components may be designed to support those systems. This narrative and/or diagram shall be updated with each design stage.
 - b. Voice conveyance is expected to be an expansion of an existing VoIP system. Specific Voice requirements include connectivity for courtesy phones.
 - c. Determine wireless network requirements and need to provide a spectrum analysis.
 - d. Identify any other building system requiring data transmission, such as Unified Communications (UC), Access Control Systems (ACS), Closed Circuit Television Systems (CCTV), Audio Visual Systems (A/V), Building Automation Systems (BAS), Fire Alarm Systems (FA), and inter-campus connections, etc.
 - e. Provide network design requirements based on the Functional or Physical design approach.
 - f. Determine acceptable/feasible level of cable infrastructure and critical system fault tolerance.
 - g. Coordinate with all disciplines based on findings.
 - h. Provide updated analysis of the building systems that require data transmission and how they will impact network performance. Identify transmission media and general routes for redundancy.
 - i. Design a performance based DAS system for life safety, as required by code.
 - j. Identify equipment list for EF/ER/TR's. Include quantities and BOD for equipment cabinets/racks, cable trays and topology (Centralized, Top of Rack, End of Row), and other typical Telecommunication Space requirements.
 - k. Work with the Electrical Designer to determine equipment loads for UPS and Generator requirements, Grounding and Bonding design and Power Distribution for devices.
 - l. Work with the Mechanical Designer to determine heat loads for telecommunication spaces.
5. Security Design
 - a. Conduct a working session with TPA to identify areas of CCTV coverage and access controlled doors.
 - b. Provide CCTV device distribution plan based on asset identification and the Threat, Risk and Vulnerability Assessment.
 - c. Basis of design for access control and CCTV systems will be based on the expansion

- of the existing systems.
 - d. Identify points of vulnerability where electronic access control should be provided. Identify points of integration for camera call ups with CCTV system.
- 6. Audio Visual System Design
 - a. Conduct a formal Needs Analysis to determine the specific activities the end users must perform.
 - b. Determine responsibility matrix of AV systems as well as other low voltage system based on input from HCAA.
 - c. Determine changes to be done to the PA system (if any) to zoning and speaker types as part of this project.
- 7. Design Production
 - a. Continuously coordinate M, P, FP, C&T layouts with other disciplines.
 - b. Identify the required specification sections and coordinate the list with other disciplines.
- 8. Coordinate with code officials and all other regulatory agencies.
- 9. Prepare Deliverable Documents
 - a. Develop 30% schematic FP, C&T documentation and drawings
 - b. Develop outline specifications.
- 10. Quantify Data for Budget Estimates.
 - a. Advance takeoff tables to assist on budget estimates.
- 11. QA/QC of Deliverables
- 12. Incorporate comments from HCAA for 30% documents.

60% Design Development

- 1. Meeting and Coordination Session Attendance
 - a. Participate in regular meetings with HCAA.
 - b. Attend design team coordination meetings throughout the design process to coordinate integration of FP, C&T with architecture and building systems and evaluate options/solutions.
 - c. Coordinate with concurrent projects at the airport that interface with this project.
- 2. Fire Protection Design
 - a. Partial fire main site plan as necessary.
 - b. Fire protection floor / ceiling plans.
 - c. Hazard area classification plans.
 - d. Enlarged riser room floor plans.
 - e. Fire protection details.
 - f. Fire protection riser diagrams.
 - g. Continued regulatory review involvement.
 - h. Prepare long form technical specifications.
- 3. Telecommunications Design
 - a. Layout telecommunications pathways and routing plan. Provide pathway types and sizes, cable quantities and characteristics. Layout end devices. Provide installations details.
 - b. Show telecommunication space equipment and furniture layout. Identify key

- components including monitoring sensors, cable tray systems, and interdisciplinary device coordination.
- c. Provide network cabinet and wall elevations detailing equipment positions and interconnections
 - d. Provide an overall network diagram. Identify system interconnections (interdisciplinary), redundant pathways, service provider equipment and connections.
 - e. Risers and details for DAS system for life safety.
 - f. Provide single line and system diagrams, for all intended telecommunications systems.
 - g. Provide equipment and installation details, riser diagrams, schedules and set coordination.
 - h. Provide outline division 27 specifications.
4. Security Design
 - a. Layout communication and power pathways and routing plan for security devices provide pathway types and sizes, cable quantities and characteristics.
 - b. CCTV camera scope will consist of removal and re-installation of cameras in the same location where they currently are.
 - c. Detail security riser diagrams, security rack layouts, and wall elevations. Provide detailed schedules for CCTV and ACS doors outlining all essential installation and configuration parameters.
 - d. Provide outline division 28 specifications.
 5. Audio Visual System Design
 - a. Speaker, microphone, digital display, amplification, control and distribution equipment layout for conference rooms, auditoriums, lobbies, etc. based on calculations and findings from SD phase.
 - b. A/V block diagrams for audio, video and control distribution, including system interconnection and integration.
 - c. Installation details for speakers, microphones, etc. including coordination with architectural and structural enclosures.
 - d. Equipment rack layouts and elevations
 - e. Specifications defining hardware and software parameters, control requirements, and installation details and configurations.
 - f. A list of FFE displays and NUCs to be procured by owner and to add other FFE.
 6. Prepare Deliverable Documents
 - a. Develop 60% design development FP, C&T drawings and specifications.
 7. Quantify Data for Budget Estimates.
 - a. Advance takeoff tables to assist on budget estimates.
 - b. Provide information for scheduling.
 8. QA/QC of Deliverables
 9. Incorporate comments from HCAA for 60% documents.
 10. Provide draft OFE IT matrix indicating all anticipated systems and who will provide and install what parts of each system.

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90% & 100% Construction Documents.

During this project phase, the FP, C&T consultants will attend meetings and progress the FP, C&T design for the Baggage Claim Level toward GMP pricing by the Design-Builder. The construction documents will be developed to show the design in enough detail to provide for the establishment of a GMP. The following tasks are included in this phase:

1. Meeting and Coordination Session Attendance
 - a. Participate in regular meetings with HCAA.
 - b. Attend design team coordination meetings throughout the design process to coordinate integration of FP, C&T with architecture and building systems.
 - c. Coordinate with concurrent projects at the airport that interface with this project.
 - d. Coordinate with other disciplines.
2. Prepare Deliverable Documents
 - a. 90% Drawings and specs for disciplines below.
 - b. 100% Drawings signed and sealed, Specs for disciplines below.
3. Design Production
 - a. Perform final coordination with other disciplines.
 - b. Finalize plan drawings and details for the all FP, C&T elements.
 - c. Edit long form specifications as required to coordinate with other disciplines.
4. Quantify Data
 - a. Finalize takeoff tables and quantities.
5. QA/QC of Deliverables
6. Incorporate comments from HCAA for 90% and 100% documents.
7. Coordinate as required with Design-Builder to assist with development of the GMP prep.
8. Provide final OFE IT matrix indicating all anticipated systems and who will provide and install what parts of each system.

HCAA Project No. 6835 21, Bag Claim Level LED Signage Replacement

1. Special Systems Design for the main terminal baggage level renovation including:
 - a. Dynamic signage has been pre-selected by HCAA. This project will provide structured cabling connectivity for the signs based on the information provided by HCAA.
 - b. This scope of work will include pathways and connectivity to the HCAA's network.
2. Audio-visual system exclusions. Since the signs will be Owner provided, the Design-Build team will not be responsible for any of the following regarding the signs:
 - a. Performance and quality of the signs.
 - b. Software integration between the signs and the HCAA's existing baggage information software.
 - c. Delivery times and quantities of materials for all components associated with the signs.
 - d. Warranty issues related to the signs.
3. The scope of work for the Design-Build team in regards to the signs are:
 - a. Provide connectivity for power and data for the signs.

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- b. Coordinate with the vendor for mounting details of structural supports and aesthetic elements to improve the visibility of the signs.
4. TLC Engineering will provide special systems loads to the MEP engineer and coordinate requirements for IT equipment in this scope.
5. TLC Engineering Solutions will survey existing special systems equipment, rooms and servers etc. with Owner.
6. Provide final OFE IT matrix indicating all technology systems and who will provide and install, including quantities and estimated construction cost.

Services:

30% Schematic Design

1. Meeting and Coordination Session Attendance
 - a. Participate in regular meetings with HCAA. Prepare Power Point presentations for communication of design approach.
 - b. Attend design team coordination meetings throughout the design process to understand the scope of the AV and the requirements by the airport's vendors.
2. Compilation of Data
 - a. Confirm that all available relevant existing documentation and survey information has been obtained and reviewed.
3. Telecommunications Design
 - a. Develop a system narrative or diagram identifying the systems that must use a telecommunications system and the protocols required for communications. Develop communications diagram or narrative. This narrative and/or diagram should capture requirements of any owner or vendor provided systems, such that infrastructure and/or active networking components may be designed to support those systems. This narrative and/or diagram shall be updated with each design stage.
 - b. Coordinate with all disciplines based on findings.
 - c. Identify equipment list for EF/ER/TR's. Include quantities and BOD for equipment cabinets/racks, cable trays and topology (Centralized, Top of Rack, End of Row), and other typical Telecommunication Space requirements.
 - d. Work with the Electrical Designer to determine equipment loads for UPS and Generator requirements, Grounding and Bonding design and Power Distribution for devices.
 - e. Work with the Mechanical Designer to determine heat loads for telecommunication spaces.
4. Audio Visual System Design
 - a. Conduct a formal Needs Analysis to determine the specific activities the end users must perform.
 - b. Determine responsibility matrix of AV systems as well as other low voltage system based on input from HCAA.
 - c. Identify and describe all the different types of displays that will be used in the baggage level and the network connectivity solutions.
 - d. Define the physical and environmental conditions including size and layout of A/V

- task parameters.
- 5. Design Production
 - a. Continuously coordinate C&T layouts with other disciplines.
 - b. Identify the required specification sections and coordinate the list with other disciplines.
- 6. Coordinate with code officials and all other regulatory agencies.
- 7. Prepare Deliverable Documents
 - a. Develop 30% schematic C&T documentation and drawings
 - b. Develop outline specifications.
- 8. Quantify Data for Budget Estimates.
 - a. Advance takeoff tables to assist on budget estimates.
- 9. QA/QC of Deliverables
- 10. Incorporate comments from HCAA for 30% documents.

60% Design Development

- 1. Meeting and Coordination Session Attendance
 - a. Participate in regular meetings with HCAA.
 - b. Attend design team coordination meetings throughout the design process to coordinate integration of C&T with architecture and building systems and evaluate options/solutions.
 - c. Coordinate with concurrent projects at the airport that interface with this project.
- 2. Telecommunications Design
 - a. Layout telecommunications pathways and routing plan. Provide pathway types and sizes, cable quantities and characteristics. Layout end devices. Provide installations details.
 - b. Show telecommunication space equipment and furniture layout. Identify key components including monitoring sensors, cable tray systems, and interdisciplinary device coordination.
 - c. Provide network cabinet and wall elevations detailing equipment positions and interconnections
 - d. Provide outline division 27 specifications.
- 3. Audio Visual System Design
 - a. A/V block diagrams for audio, video and control distribution, including system interconnection and integration.
 - b. Equipment rack layouts and elevations
 - c. Specifications defining hardware and software parameters, control requirements, and installation details and configurations.
 - d. A list of FFE displays and NUCs to be procured by owner and to add other FFE.
- 4. Prepare Deliverable Documents
 - a. Develop 60% design development C&T drawings and specifications.
- 5. Quantify Data for Budget Estimates.
 - a. Advance takeoff tables to assist on budget estimates.
 - b. Provide information for scheduling.
- 6. QA/QC of Deliverables

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7. Incorporate comments from HCAA for 60% documents.
8. Provide draft OFE IT matrix indicating all anticipated systems and who will provide and install what parts of each system. Provide quantities of work and scope.

90% & 100% Construction Documents.

During this project phase, the C&T consultants will attend meetings and progress the C&T design for the Baggage Claim Level toward GMP pricing by the Design-Builder. The construction documents will be developed to show the design in enough detail to provide for the establishment of a GMP. The following tasks are included in this phase:

1. Meeting and Coordination Session Attendance
 - a. Participate in regular meetings with HCAA.
 - b. Attend design team coordination meetings throughout the design process to coordinate integration of C&T with architecture and building systems.
 - c. Coordinate with concurrent projects at the airport that interface with this project.
 - d. Coordinate with other disciplines.
2. Prepare Deliverable Documents
 - a. 90% Drawings and specs for disciplines below.
 - b. 100% Drawings signed and sealed, Specs for disciplines below.
3. Design Production
 - a. Perform final coordination with other disciplines.
 - b. Finalize plan drawings and details for the all C&T elements.
 - c. Edit long form specifications as required to coordinate with other disciplines.
4. Quantify Data
 - a. Finalize takeoff tables and quantities.
5. QA/QC of Deliverables
6. Incorporate comments from HCAA for 90% and 100% documents.
7. Coordinate as required with Design-Builder to assist with development of the GMP prep.
8. Provide final OFE IT matrix indicating all anticipated systems and who will provide and install what parts of each system. Provide quantities of work and scope.



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Siebein Acoustic

Scope:
Acoustical Consulting Services

Scope of Services to be provided for the following projects:
HCAA Project No. 6835 21, Bag Claim Level LED Signage Replacement
HCAA Project No. 6715 20, Bag Claim Level Carpet Replacement
There is no scope identified for this project.

HCAA Project No. 8430 22, Bag Claim Level Ceiling Replacement
The scope for this consultant is undefined and not anticipated, an allowance will be carried for this consultant's on-call services should a condition require this consultants services.

CMC Waterproofing Consultants

HCAA Project No. 8430 22, Bag Claim Level Ceiling Replacement
The scope for this consultant is undefined and not anticipated, an allowance will be carried for this consultant's on-call services should a condition require this consultants services.

HCAA Project No. 6715 20, Bag Claim Level Carpet Replacement
There is no scope identified for this project

HCAA Project No. 6835 21, Bag Claim Level LED Signage Replacement

BMP Baggage Consultants

HCAA Project No. 8430 22, Bag Claim Level Ceiling Replacement
The scope for this consultant is undefined and not anticipated, an allowance will be carried for this consultants on-call services should a condition require this consultants services.

HCAA Project No. 6715 20, Bag Claim Level Carpet Replacement
There is no scope identified for this project

HCAA Project No. 6835 21, Bag Claim Level LED Signage Replacement
The scope for this consultant is undefined not anticipated, an allowance will be carried for this consultants on-call services should a condition require this consultants services.

INSURANCE REQUIREMENTS

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

Workers' Compensation/Employer's Liability

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

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

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

Commercial General Liability

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

INSURANCE REQUIREMENTS

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

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

	<u>Contract Specific</u>
General Aggregate	\$5,000,000
Each Occurrence	\$5,000,000
Personal and Advertising Injury	\$5,000,000
Products and Completed Operations	\$5,000,000
Asbestos abatement liability (if found)	\$1,000,000

Products and Completed operations coverage will be maintained for a period of three (3) years from the date of termination of this Contract.

Business Auto Liability

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

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

Professional Liability

The Design-Builder agrees to provide its full policy limits for its professional liability exposures, without restriction or reduction, and shall require the same of all contractors, subcontractors, consultants, and subconsultants at each tier that provide professional services, work, or advice as it relates to this agreement. Such insurance will be maintained by the Design-Builder and by all other required contractors, subcontractors, consultants, and subconsultants at each tier without interruption or amendment throughout the life of this Contract and for a period of three (3) years following termination of the Contract. Any deductible, retention or self-insured amount must be approved in writing by the Owner. All policies shall be endorsed to include contractual liability. Coverage will include all work of the

INSURANCE REQUIREMENTS

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

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

Environmental Impairment (Pollution) Liability

N/A

Utility and Railroad Protective Liability

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

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

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

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

CONTRACTUAL INSURANCE TERMS AND CONDITIONS

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

INSURANCE COVERAGE:

A. Procurement of Coverage:

TPA / Bag Claim Level Ceiling, Carpet and LED Signage Replacement
Authority Nos. 8430 22, 6715 20 and 6835 21

INSURANCE REQUIREMENTS

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

B. Term of Coverage:

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

C. Reduction of Aggregate Limits:

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

1. Cancellation Notice

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

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

INSURANCE REQUIREMENTS

D. No waiver by approval/disapproval:

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

E. Future Modifications – Changes in Circumstances:

1. Changes in Coverage and Required Limits of Insurance

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

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

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

F. Proof of Insurance – Insurance Certificate:

INSURANCE REQUIREMENTS

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

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

2. Proof of Insurance Coverage

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

The ACORD Certificate of Liability Insurance must:

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

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

INSURANCE REQUIREMENTS

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

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

H. Design-Builder's Insurance Primary:

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

I. Applicable Law:

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

J. Waiver of Subrogation:

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

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

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

1. Owner's Right to Procure Replacement Insurance

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

INSURANCE REQUIREMENTS

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

2. Replacement Coverage at Sole Expense of Design-Builder

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

a. Design-Builder to Remain Fully Liable

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

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

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



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

E-Verify Certification

Bag Claim Level Ceiling, Carpet and LED Signage Replacement

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]

ATTACHMENT 4 - 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 - 2 CFR § 200.326, 2 CFR § 200.333

The Design Professional must maintain an acceptable cost accounting system. The Design Professional 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 Professional which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Design Professional 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 - 41 CFR part 60-4, Executive Order 11246

- 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 Professional's aggregate workforce in each trade on all construction work in the covered area, are as follows:
 - 1. Timetables
 - 2. Goals for minority participation for each trade (Vol. 45 Federal Register pg. 65984 10/3/80)
 - 3. Goals for female participation in each trade (6.9%)

These goals are applicable to all of the Design Professional's construction work (whether or not it is Federal or federally-assisted) performed in the covered area. If the Design Professional 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 Professional is also subject to the goals for both federally funded and non-federally funded construction regardless of the percentage of federal participation in funding.

The Design Professional'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 Professional 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 Professional'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 Professional shall provide written notification to the Director, 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 subconsultant; employer identification number of the subconsultant; 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 County, Florida.

3.0 BREACH OF CONTRACT TERMS - 2 CFR § 200 Appendix II(A)

Any violation or breach of terms of this Contract on the part of the Design Professional or its subconsultants 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. 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 - 49 USC § 50101

The Design Professional 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;

TPA / Bag Claim Level Ceiling, Carpet and LED Signage Replacement

Project Nos. 8430 22, 6715 20 and 6835 21

or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must submit the appropriate Buy America certification (Section 00419 – Buy American Certification) with all bids or offers on AIP funded projects. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

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 Compliance Based on Total Facility (Terminal or Building Project) must be submitted.
- B. For all other projects, the Certificate of Compliance Based on Equipment and Materials Used on the Project (Non-building construction projects such as runway or roadway construction; or equipment acquisition projects) must be submitted.

5.0 CIVIL RIGHTS – GENERAL - 49 USC § 47123

The Design Professional agrees that it will 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 handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Design Professional from the Request for Qualifications solicitation period through the completion of this Contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

This provision also obligates any tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon.

In these cases the 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 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 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 Professional, for itself, its assignees, and successors in interest (hereinafter referred to as the “Design Professional”) agrees as follows:

1. Compliance with Regulations: The Design Professional (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Statutes 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 Professional, 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 subconsultants, including procurements of materials and leases of equipment. The Design Professional 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.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Design Professional for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subconsultant or supplier will be notified by the Design Professional of the Design Professional’s obligations under this Contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. Information and Reports: The Design Professional 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 Acts, Regulations, 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 Professional 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 Professional under the Contract until the Design Professional complies; and/or

- b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: The Design Professional 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 Professional 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 Professional becomes involved in, or is threatened with litigation by a subconsultant, or supplier because of such direction, the Design Professional may request the Owner to enter into any litigation to protect the interests of the Owner. In addition, the Design Professional 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 Authorities

During the performance of this Contract, the Design Professional, for itself, its assignees, and successors in interest (hereinafter referred to as the "Design Professional") 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, Design Professional must take reasonable steps to ensure that LEP persons have meaningful access to Design Professional’s programs (70 Fed. Reg. at 74087 to 74100); and
12. Title IX of the Education Amendments of 1972, as amended, which prohibits Design Professional 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 - 49 CFR § 18.36(i)(12)

Design Professional and subconsultants agree:

- A. That any facility to be used in the performance of this Contract or subcontract or to benefit from the Contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
- B. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;

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- C. That, as a condition for the award of this Contract, the Design Professional or subconsultant will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the Contract is under consideration to be listed on the EPA List of Violating Facilities; and
- D. To include or cause to be included in any construction contract or subcontract which exceeds \$100,000 the aforementioned criteria and requirements.

8.0 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

A. Overtime Requirements.

No contractor or subconsultant 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. above, any Design Professional and any subconsultant responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subconsultant shall be liable to the United States 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. above, 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. above.

C. Withholding for Unpaid Wages and Liquidated Damages.

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 any monies payable on account of work performed by the Design Professional or subconsultant under any such contract or any other Federal contract with the same prime Design Professional, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same Design Professional, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subconsultant for unpaid wages and liquidated damages as provided in the clause set forth in paragraph B. above.

D. Subconsultants.

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

9.0 COPELAND "ANTI-KICKBACK" ACT - 2CFR § 200 Appendix II(D), 29 CFR parts 3 & 5

The United States Department of Labor Wage and Hours Division oversees the Copeland "Anti-Kickback" Act requirements. All contracts and subcontracts must meet comply with the Occupational Safety and Health Act of 1970.

United States Department of Labor Wage and Hours Division can provide information regarding any specific clauses or assurances pertaining to the Copeland "Anti-Kickback" Act requirements required to be inserted in solicitations, contracts or subcontracts.

10.0 DAVIS-BACON REQUIREMENTS - 2 CFR § 200 Appendix II (D)

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 Professional and such laborers and mechanics.
 - a. 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 (1)(iv) 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 (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Design Professional and its subconsultants at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

2. 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.

If the Design Professional 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.

In the event the Design Professional, 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.

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

subparagraphs 2 or 3 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 Professional 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 Professional does not make payments to a trustee or other third person, the Design Professional 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 Professional, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Design Professional 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 Professional under this Contract or any other Federal contract with the same Design Professional, or any other Federally-assisted Contract subject to Davis-Bacon prevailing wage requirements, which is held by the same Design Professional, 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 Professional or any subconsultant 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 Professional, 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 Professional 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 Professional 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. Contractors 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 Professional 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 Professional 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 Professional is responsible for the submission of copies of payrolls by all subconsultants. Contractors and subconsultants 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 Professional will submit them to the applicant, Owner, or owner, as the case may be, for transmission to the Federal Aviation Administration, the Design Professional, 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 Design Professional to require a subconsultant to provide addresses and social security numbers to the Design Professional 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 Professional or subconsultant 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 Professional or subconsultant 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 Professional or subconsultant shall make the records required under paragraph (3)(i) 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 Professional or subconsultant fails to submit the required records or to make them available, the Federal agency may, after written notice to the Design Professional, 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.

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 Professional 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 Professional's or subconsultant'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 Professional 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 Professional 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 Professional shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this Contract.

F. Subcontracts.

The Design Professional or subconsultant 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 subconsultants to include these clauses in any lower tier subcontracts. The Design Professional shall be responsible for the compliance by any subconsultant or lower tier subconsultant 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 Professional and a subconsultant 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 Professional (or any of its subconsultants) 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 Professional certifies that neither it (nor he or she) nor any person or firm who has an interest in the Design Professional'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) - 2 CFR part 180 (Subpart C), 2 CFR part 1200, DOT Order 4200.5 DOT Suspension & Debarment Procedures & Ineligibility

A. CERTIFICATE REGARDING DEBARMENT AND SUSPENSION (RESPONDENT)

By submitting a response under this solicitation, the Design Professional certifies that at the time the Design Professional submitted its response that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

B. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION (SUCCESSFUL RESPONDENT REGARDING LOWER TIER PARTICIPANTS)

The successful Respondent, 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 Respondent 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 (Respondent), 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 tell a higher tier that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedy, including suspension and debarment.

12.0 DISADVANTAGED BUSINESS ENTERPRISE - 49 CFR part 26

- A. Contract Assurance (§ 26.13) - The Design Professional or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Design Professional shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Design Professional 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.
- B. Prompt Payment (§26.29) - The Design Professional agrees to pay each subconsultant under this prime Contract for satisfactory performance of its Contract no later than ten (10) days from the receipt of each payment the Design Professional receives from Owner. The Design Professional agrees further to return retainage payments to each subconsultant within ten (10) days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Owner. This clause applies to both DBE and non-DBE subconsultants.

13.0 ENERGY CONSERVATION REQUIREMENTS - 2 CFR § 200 Appendix II(H)

The Design Professional agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

14.0 EQUAL OPPORTUNITY CLAUSE AND SPECIFICATIONS - 41 CFR § 60-1.4, Executive Order 11246

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

- A. The Design Professional will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Design Professional 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, or national origin. Such action shall include, but not be limited to the following: Employment,

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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 Professional 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 Professional will, in all solicitations or advertisements for employees placed by or on behalf of the Design Professional, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- C. The Design Professional 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 Professional'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 Professional 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 Professional 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 Professional'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 Professional 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 Professional 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 subcontractant or vendor. The Design Professional 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 Professional becomes involved in, or is threatened with, litigation with a subcontractant or vendor as a result of

such direction by the administering agency the Design Professional may request the United States to enter into such litigation to protect the interests of the United States.

15.0 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 Professional, or any subconsultant 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 Professional 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 Professional shall be able to demonstrate its participation in and compliance with the provisions of any such Hometown Plan. Each Design Professional or subconsultant 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 design professionals or subconsultants toward a goal in an approved Plan does not excuse any covered contractor's or subconsultant's failure to take good faith efforts to achieve the Plan goals and timetables.

- D. The Design Professional 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 Professional 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 Professional 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 Professional has a collective bargaining agreement to refer either minorities or women shall excuse the Design Professional'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 Professional during the training period and the Design Professional 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 Professional shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Design Professional's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Design Professional 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 Professional's employees are assigned to work. The Design Professional, where possible, will assign two or more women to each construction project. The Design Professional shall specifically

ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Design Professional'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 Professional 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 Professional by the union or, if referred, not employed by the Design Professional, this shall be documented in the file with the reason therefore along with whatever additional actions the Design Professional may have taken.
4. Provide immediate written notification to the Director when the union or unions with which the Design Professional has a collective bargaining agreement has not referred to the Design Professional a minority person or female sent by the Design Professional, or when the Design Professional has other information that the union referral process has impeded the Design Professional'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 Professional's employment needs, especially those programs funded or approved by the Department of Labor. The Design Professional shall provide notice of these programs to the sources compiled under G.1 above.
6. Disseminate the Design Professional's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Design Professional 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 Professional'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 Professional's EEO policy with other Design Professionals and subconsultants with whom the Design Professional 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 Professional'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 Professional 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 Professional'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 Professional'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 Professional's EEO policies and affirmative action obligations.

- H. Design Professionals 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 Professional 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 Professional 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 Professional'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 Professional. The obligation to comply, however, is the Design Professional's and failure of such a group to fulfill an obligation shall not be a defense for the Design Professional's noncompliance.

- I. A single goal for minorities and a separate single goal for women have been established. The Design Professional, 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 Professional has achieved its goals for women generally,) the Design Professional may be in violation of the Executive Order if a specific minority group of women is underutilized.

- J. The Design Professional 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 Professional shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

- L. The Design Professional 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 Professional 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 Professional, in fulfilling its obligations under these specifications, shall

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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 Professional 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 Professional 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 the following provisions by reference, with the same force and effect as if given in full text: Federal Fair Labor Standards Act (29 USC 201), U.S. Department of Labor –Wage and Hour Division

The Design Professional has full responsibility to monitor compliance to the referenced statute or regulation. The Design Professional must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

17.0 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES - 49 CFR part 20, App. A

The Design Professional certifies by signing and submitting a response, 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 Respondent, 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.

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 NONSEGREGATED FACILITIES REQUIREMENT - 41 CFR § 60-1.8

A. Notice to Prospective Federally Assisted Construction Contractors

1. A Certification of Non-segregated Facilities shall be submitted prior to the award of a federally assisted construction contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause.
2. Contractors receiving federally-assisted construction contract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of the following notice to prospective subconsultants for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity Clause.
3. The penalty for making false statements in offers is prescribed in 18 U.S.C. § 1001.

B. Notice to Prospective Subconsultants of Requirements for Certification of Non-Segregated Facilities

1. A Certification of Non-segregated Facilities shall be submitted prior to the award of a subcontract exceeding \$10,000, which is not exempt from the provisions of the Equal Opportunity Clause.
2. Contractors receiving subcontract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of this notice to prospective subconsultants for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity Clause.
3. The penalty for making false statements in offers is prescribed in 18 U.S.C. § 1001.

C. CERTIFICATION OF NONSEGREGATED FACILITIES

The Design Professional certifies that she or he does not maintain or provide, for his employees, any segregated facilities at any of his establishments and that she or he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Design Professional certifies that she or he will not maintain or provide, for his employees, segregated facilities at any of his establishments and that she or he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Design Professional agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this Contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directives or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The Design Professional agrees that (except where she or he has obtained identical certifications from proposed subconsultants for specific time periods) she or he will obtain identical certifications from proposed subconsultants prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that she or he will retain such certifications in his files.

19.0 OCCUPATIONAL SAFETY 19. AND HEALTH ACT OF 1970 - 20 CFR part 1910

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text: Occupational Safety and Health Act of 1970 (20 CFR Part 1910), U.S. Department of Labor – Occupational Safety and Health Administration. The Design Professional has full responsibility to monitor compliance to the referenced statute or regulation. The Design Professional must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

20.0 RIGHT TO INVENTIONS - 2 CFR § 200 Appendix II(F)

All rights to inventions and materials generated under this Contract are subject to requirements and regulations issued by the FAA and the Owner of the Federal grant under which this Contract is executed.

21.0 TERMINATION OF CONTRACT - 2 CFR § 200 Appendix II(B)

- A. The Owner may, by written notice, terminate this Contract in whole or in part at any time, either for the Owner's convenience or because of failure to fulfill the Contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this

Contract, whether completed or in progress, delivered to the Owner.

- B. If the termination is for the convenience of the Owner, an equitable adjustment in the Contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.
- C. If the termination is due to failure to fulfill the Design Professional's obligations, the Owner may take over the work and prosecute the same to completion by contract or otherwise. In such case, the Design Professional is liable to the Owner for any additional cost occasioned to the Owner thereby.
- D. If, after notice of termination for failure to fulfill Contract obligations, it is determined that the Design Professional had not so failed, the termination will be deemed to have been effected for the convenience of the Owner. In such event, adjustment in the Contract price will be made as provided in paragraph 2 of this clause.
- E. The rights and remedies of the Owner provided in this clause are in addition to any other rights and remedies provided by law or under this Contract.

22.0 TRADE RESTRICTION - 49 CFR part 30

- A. The Design Professional or subconsultant, by submission of an offer and/or execution of a contract, certifies that it:
 - 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 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 on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list; and
 - 3. Has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.
- B. 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 a Design Professional or subconsultant who is unable to certify to the above. If the Design Professional knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Owner cancellation of the Contract at no cost to the Government.
- C. Further, the Design Professional agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each

contract and in all lower tier subcontracts. The Design Professional may rely on the certification of a prospective subconsultant unless it has knowledge that the certification is erroneous.

- D. The Design Professional shall provide immediate written notice to the Owner if the Design Professional learns that its certification or that of a subconsultant was erroneous when submitted or has become erroneous by reason of changed circumstances. The subconsultant agrees to provide written notice to the Design Professional if at any time it learns that its certification was erroneous by reason of changed circumstances.
- E. This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the Design Professional or subconsultant 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 Government.
- F. 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.
- G. 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.

23.0 TEXTING WHEN DRIVING - Executive Order 13513, and DOT Order 3902.10

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), 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.

The Design Professional must promote policies and initiatives for employees and other work personnel that decrease crashes by distracted drivers, including policies to ban text messaging while driving. The Design Professional must include these policies in each third party subcontract involved on this project.

24.0 VETERAN'S PREFERENCE - 49 USC § 47112(c)

In the employment of labor (except in executive, administrative, and supervisory positions), preference must be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Title 49 United States Code, Section 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the

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employment relates.

25.0 TRAFFICKING IN PERSONS

- A. Prohibitions: The prohibitions against trafficking in persons (Prohibitions) that apply to any entity other than State, local government, Indian tribe, or foreign public entity. This includes private Sponsors, public Sponsor employees, subrecipients of private or public Sponsors (private entity) are:
1. Engaging in severe forms of trafficking in persons during the period of time that the agreement is in effect;
 2. Procuring a commercial sex act during the period of time that the agreement is in effect; or
 3. Using forced labor in the performance of the agreement, including subcontracts or subagreements under the agreement.
- B. In addition to all other remedies for noncompliance that are available to the FAA, Section 106(g) of the Trafficking Victims Protections Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), allows the FAA to unilaterally terminate this agreement, without penalty, if a private entity:
1. Is determined to have violated the Prohibitions through conduct that is either:
 - a. Associated with performance under this agreement; or
 - b. Imputed to the Sponsor or subrecipient using 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 49 CFR Part 29.

26.0 CONSISTENCY WITH LOCAL PLANS

- A. Design Professional agrees that the Program is reasonably consistent with plans (existing at the time of the design) of public agencies that are authorized by governing authorities to plan for the development of the area surrounding the Airport.

27.0 CONSIDERATION OF LOCAL INTEREST

- A. Design Professional agrees that it will give fair consideration to the interest of communities in or near where the Program's projects may be located.

28.0 CONSULTATION WITH USERS

- A. In making a decision to undertake any airport development project under Title 49, United

States Code, Design Professional agrees that it will facilitate reasonable consultations with affected parties using the Airport at which the Program's projects are proposed.

29.0 PUBLIC HEARINGS

- A. In projects involving the location of an airport, an airport runway, or a major runway extension, Design Professional agrees it will facilitate the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary of the Department of Transportation, submit a copy of the transcript of such hearings to the Secretary of the Department of Transportation.

30.0 METROPOLITAN PLANNING ORGANIZATION

- A. In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the Design Professional has facilitated the availability of and the provision upon request to the metropolitan planning organization in the area in which the Airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the projects and a copy of any airport master plan in which the projects are described or depicted.

31.0 PAVEMENT PREVENTATIVE MAINTENANCE

- A. With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, Design Professional agrees that it will cooperate with the maintenance of the airport pavement maintenance-management program and it assures that it will provide such cooperation to the Owner for use during the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the Airport. It will cooperate with providing such reports on pavement condition and pavement management programs as the Secretary of the Department of Transportation determines may be useful.

32.0 TERMINAL DEVELOPMENT PREREQUISITES

- A. For projects which include terminal development at a public use airport, as defined in Title 49, Design Professional will specify all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and Airport Sponsor Assurances 3/2014 and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft in its design.

33.0 ACCOUNTING SYSTEM, AUDIT, AND RECORD KEEPING REQUIREMENTS

- A. In addition to all other Accounting System, Audit and Record Keeping Requirements

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contained elsewhere in the Contract, Design Professional shall keep all project accounts and records which fully disclose the total cost of the project and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

- B. In addition to all other Accounting System, Audit and Record Keeping Requirements contained elsewhere in the Contract, Design Professional shall make available to the Owner, Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to these projects. The Secretary may require that an appropriate audit be conducted. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to these projects in connection with this Contract, a certified copy of such audit may be required to be filed with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

34.0 CONSTRUCTION INSPECTION AND APPROVAL

- A. Design Professional will provide and maintain competent technical supervision at the construction site throughout the projects to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary of the Department of Transportation for the projects. Such works shall be subject to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary of the Department of Transportation. Design Professional agrees to facilitate such cost and progress reporting of such projects as the Secretary shall deem necessary.

35.0 PLANNING PROJECTS

In carrying out planning projects, Design Professional:

- A. Will execute the project in accordance with the approved program narrative contained in any project application or with the modifications similarly approved.
- B. Will furnish the Secretary of the Department of Transportation with such periodic reports as required pertaining to the planning project and planning work activities.
- C. Will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- D. Will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

- E. Will give the Secretary of the Department of Transportation unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- F. Will grant the Secretary of the Department of Transportation the right to disapprove the employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

36.0 OPERATION AND MAINTENANCE

- A. The Airport and all facilities which are necessary to serve the aeronautical users of the Airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. Design Professional will not cause or permit any activity or action thereon which would interfere with its use for Airport purposes. It will suitably design for the maintenance of the Airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the Airport for non-aeronautical purposes must first be approved by the Secretary of the Department of Transportation. In furtherance, the Design Professional will perform its services so as to assist the Owner to:
 - a. Promptly mark and light hazards resulting from airport conditions, including temporary conditions; and
 - b. Promptly notify airmen of any condition affecting aeronautical use of the Airport. Nothing contained herein shall be construed to require that the Airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the Owner.
- B. Design Professional will assist the Owner to suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

37.0 HAZARD REMOVAL AND MITIGATION

- A. Design Professional will assist the Owner in taking appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the Airport (including established minimum flight altitudes) will be adequately cleared and protected through its design activities by removing, lowering, relocating, marking, or lighting or

otherwise mitigating existing airport hazards and by preventing the establishment or creation of future Airport hazards.

END OF SECTION